



**Agenda
Bay Saint Louis
City Council Meeting
1st Regular Meeting
November 5, 2019
5:30 p.m.**

Call to Order

Invocation and Pledge

1. Guests

- A. Roy Raush – Bar noise at the Bay Saint Louis Municipal Harbor and ultra-vulgar song lyrics being blasted into town in the Municipal Harbor area.

2. Planning and Zoning

- A. Motion to follow the Planning and Zoning Commission recommendation of approval for the applicants's request for a Special Subdivision Plat Approval and Variance to the Zoning Ordinance for 306 St. John Street. parcel 149L-0-29-085.000. Recommend approval 5-2 (Lewis, Weber)
- B. Motion to follow the Planning and Zoning Commission recommendation of approval for the applicant's request for a Variance to the Zoning Ordinance for 116 Bookter Street. Parcel #149L-0-29-187.000. Recommend approval 7-0
- C. Motion to follow the Planning and Zoning Commission recommendation of approval for the applicant's request for a Variance to the Zoning Ordinance for 124 Carroll Avenue. Parcel #149F-0-29-162.000. Recommend approval 6-0 (Doescher recused)
- D. Motion to follow the Planning and Zoning Commission recommendation of approval for the applicant's request for a Variance to the Zoning Ordinance for 300 Ballentine Street. Parcel #149N-0-30-100.000. Recommend approval 7-0
- E. Motion to follow the Planning and Zoning Commission recommendation of approval for the applicant's request for a Variance to the Zoning Ordinance for 302 Ballentine Street. Parcel #149N-0-30-099.000. Recommend approval 7-0
- F. Motion to follow the Planning and Zoning Commission recommendation of approval for the applicant's request for a Variance to the Zoning Ordinance at 300 Union Street. Parcel #149M-1-29-045.000. Recommend approval 7-0
- G. Motion to follow the Planning and Zoning Commission recommendation of approval for the applicant's request for a Special Subdivision Plat Approval and Variance to the Zoning Ordinance at 1135 Old Spanish Trail. Parcel #137P-1-35-008.000 and Parcel #137P-1-35-015.000. Recommend approval 7-0
- H. Motion to follow the Planning and Zoning Commission recommendation of approval for the applicants'('s) request for a Special Exception and Variance to the Zoning Ordinance at 812 South Beach Boulevard. Parcel 149N-0-30-159.000. Recommend approval 6-0 (LeBlanc)

- I. Motion to follow the Planning and Zoning Commission recommendation of approval for the applicant's request for a Special Subdivision Plat Approval and Variance to the Zoning Ordinance at 103 Melody Lane. Parcel #144N-0-19-168.000. Recommend approval 7-0
- J. Motion to follow the Planning and Zoning Commission recommendation of denial for the applicant's request for a Variance to the Zoning Ordinance at 401 State Street. Parcel #149E-0-29-263.000. Recommend denial 5-3 (Breland, Doescher, Acker)
- K. Motion to follow the Planning and Zoning Commission recommendation of approval for the applicant's request for a Site Plan for 2200 Longfellow Drive. Recommend approval 7-0
- L. Motion to follow the Planning and Zoning Commission recommendation of approval for the applicant's request for a Site Plan for 1247 Highway 90. Recommend approval 7-0
- M. Motion to follow the Planning and Zoning Commission recommendation of approval for the applicant's request for a Site Plan Approval for 1009 Benigno Lane. Recommend approval 7-0

3. Public Forum

4. Consent Agenda

- A. Spread the Bay Saint Louis Certification Letter dated November 5, 2019 on the Minutes.
- B. Spread the Bay Saint Louis Payroll in the amount of \$158,943.49 dated October 25, 2019, on the Minutes.
- C. Motion to spread the Bay Saint Louis Payroll Hours Report dated October 25, 2019, on the Minutes.
- D. Spread Proof of Publication for Ordinance Number 639-09-2019, An Ordinance of the Mayor and City Council of the City of Bay Saint Louis Adopting Salary Schedule Establishing Salary Compensation for Officers, Employees and Open Position of the City of Bay Saint Louis, on the Minutes.
- E. Spread Proof of Publication for Ordinance Number 640-09-2019, An Ordinance of the Mayor and City Council of the City of Bay Saint Louis Adopting Salary Schedule Establishing Salary Compensation for Officers, Employees and Open Position of the City of Bay Saint Louis, on the Minutes.
- F. Spread Proof of Publication for Ordinance Number 641-09-2019, An Ordinance of the Mayor and City Council of the City of Bay Saint Louis Adopting Salary Schedule Establishing Salary Compensation for Officers, Employees and Open Position of the City of Bay Saint Louis, on the Minutes.
- G. Motion to approve the Bay Saint Louis Fire Department purchase of a 1997 C-3500 truck from the Forestry Commission for \$100.00.

5. Engineer's Report

- A. City Engineer Report dated November 5, 2019

6. Comptroller's Report

- A. Motion to spread the Bay Saint Louis Payroll, for an individual, in the amount of \$1,408.00, dated October 25, 2019, on the Minutes.
- B. Spread the Bay Saint Louis Cash Balances dated November 1, 2019, in the amount of \$3,863,735.32 on the Minutes.
- C. Motion to approve the Bay Saint Louis Docket of Claims #19-040 dated November 5, 2019, in the amount of \$354,552.75.

- D. Spread the Bay Saint Louis Revenue & Expense Report dated October 31, 2019, on the Minutes.

7. Ordinances

8. Mayor's Report

- A. Motion to approve the Resolution to Adopt Memorandum of Understanding with Other Coast City and county Governments to Form a Mississippi Sound Coalition with Exhibit "A" Memorandum of Understanding - Mississippi Sound Coalition.
- B. Motion to enter into Mississippi Department of Marine Resources Tidelands Grant Agreement Fiscal Year 2019.
- C. Motion to accept the Tidelands Grant Award - Rutherford Fishing Pier Extension from the Mississippi Department of Marine Resources in the amount of \$250,000.00.
- D. Motion to approve Governor Phil Bryant's proclamation to extend the Thanksgiving holiday by closing on November 29, 2019 and to extend the Christmas holiday by closing on December 24, 2019 in further observance of each holiday. Motion to approve the 2019 Amended Employee Holiday schedule.
- E. Motion to approve the 2020 Employee Holiday Schedule.
- F. Motion to enter into an annual maintenance agreement with Accurate Control Equipment for the Neopost Folding Machine.
- G. Motion to approve the Preliminary Engineering Contract for the Beyer Drive Sidewalk Improvements not to exceed \$26,898.80.
- H. Motion to approve the purchase of two 2019 Silver Dodge Charger Police Pursuit Vehicles by the Bay St Louis Police Department and authorize Comptroller to bring back lease financing proposals for same within 30 days.
- I. Motion to approve the resolution authorizing the issuance of a General Obligation Bond.

9. Attorney's Report

10. Department Requests/Motions

11. Council/New/Old Business

- A. Discuss alternate bid.

12. Closed/Executive Session (if needed)

13. Miscellaneous Items

- A. No Action Needed - Gaming and Sales Tax Report
- C. No Action Needed - Department Report for Bay Saint Louis Municipal Harbor Department.

14. Adjourn

- A. Motion to adjourn.

15. Motions

If you would like to speak at Public Forum, please sign the Public Forum

sign-in sheet by the agenda on the table just outside the Council Chambers.

Planning and Zoning will have a separate sign-in sheet.

Please sign in. The Public Forum is Agenda Items Only and the topic must be written. No other topics will be allowed.

There is a three minute time limit.



City Council Department Report

To: City Council
From: Lisa Tilley, Clerk of Council
Date: November 5, 2019
Subject: Roy Raush – Bar noise at the Bay Saint Louis Municipal Harbor and ultra-vulgar song lyrics being blasted into town in the Municipal Harbor area.

gh email 10-29-19



Zoning Department Report

To: City Council
From: Caitlin Thompson,
Date: November 5, 2019
Subject: Motion to follow the Planning and Zoning Commission recommendation of approval for the applicants's request for a Special Subdivision Plat Approval and Variance to the Zoning Ordinance for 306 St. John Street. parcel 149L-0-29-085.000. Recommend approval 5-2 (Lewis, Weber)

Stolz - Application for Special Subdivision Plat Approval and Variance to the Zoning Ordinance. The applicant is asking to subdivide the parcel into two new parcels of land. Parcel 1 will need a variance of 3,167sf resulting in a total of 8,833sf to the lot area. Parcel 2 will need will need a variance of 100' resulting in 0' to the lot width and a variance of 3,167.96sf resulting in a total of 8,832.04sf to the lot area. In addition, Parcel 2 will need a variance to not fronting on an improved dedicated street. The property is located at 306 St. John Street; Parcel #149L-0-29-085.000, Lot 85, Second Ward, Bay St. Louis. The property is zoned R-1, Single Family District. Recommend approval 5-2 (Lewis, Weber)



Zoning Department Report

To: City Council
From: Caitlin Thompson,
Date: November 5, 2019
Subject: Motion to follow the Planning and Zoning Commission recommendation of approval for the applicant's request for a Variance to the Zoning Ordinance for 116 Bookter Street. Parcel #149L-0-29-187.000. Recommend approval 7-0

Jennings - Application for Variance to the Zoning Ordinance. The applicant's intention is to construct a new single family structure on this parcel. The applicant is asking for a variance of 2' resulting in a 6' to the right side yard setback. The property is located at 116 Bookter Street; Parcel #149L-0-29-187.000, 7, 3rd Ward, Bay Saint Louis. The property is zoned R-1, Single-Family District. Recommend approval 7-0



Zoning Department Report

To: City Council
From: Caitlin Thompson,
Date: November 5, 2019
Subject: Motion to follow the Planning and Zoning Commission recommendation of approval for the applicant's request for a Variance to the Zoning Ordinance for 124 Carroll Avenue. Parcel #149F-0-29-162.000. Recommend approval 6-0 (Doescher recused)

Rubio - Application for Variance to the Zoning Ordinance. The applicant's intention is to construct an 8' wooden fence to the rear yard and an attached carport to the side of the residence. Therefore, the applicant will need a variance of 2' to the fence height resulting in an 8 in height fence as well as a variance of 5' resulting in 3' setback to the side yard for the attached carport. The property is located at 124 Carroll Ave; Parcel #149F-0-29-142.000, Part of lot 12, Carroll Subdivision. Parcel 149F-0-29-162.000 Lot 350 B, 1st Ward, Bay St. Louis. The property is zoned R-2 Two - Family District. Recommend approval 6-0 (Doescher recused)



Zoning Department Report

To: City Council
From: Caitlin Thompson,
Date: November 5, 2019
Subject: Motion to follow the Planning and Zoning Commission recommendation of approval for the applicant's request for a Variance to the Zoning Ordinance for 300 Ballentine Street. Parcel #149N-0-30-100.000. Recommend approval 7-0

SL Properties, L.L.C. - Application for Variance to the Zoning Ordinance. The applicant's intention is to build a new single family structure. The applicant is asking for a variance of 5' resulting in a 20' setback to the front yard. In addition, the applicant is asking for a variance of 4' resulting in an 8' setback to the side yard. The property is located at 300 Ballentine Street, Parcel #149N-0-30-100.000, Pt. Lot 22 Mrs. John Fayard Subdivision, City of Bay St. Louis. The property is zoned R-2, Two-Family District. Recommend approval 7-0



Zoning Department Report

To: City Council
From: Caitlin Thompson,
Date: November 5, 2019
Subject: Motion to follow the Planning and Zoning Commission recommendation of approval for the applicant's request for a Variance to the Zoning Ordinance for 302 Ballentine Street. Parcel #149N-0-30-099.000. Recommend approval 7-0

BSL Properties, L.L.C. - Application for Variance to the Zoning Ordinance. The applicant's intention is to build a new single family structure. The applicant is asking for a variance of 5' resulting in a 20' setback to the front yard. The applicant is also asking for a variance of 4' resulting in a 4' setback to the side yard. In addition, the applicant's intention is to build an accessory structure to the rear of the property. Therefore, the applicant is asking for a variance of 1.9' resulting in a 3.1' setback to the side yard. The property is located at 302 Ballentine Street; Parcel #149N-0-30-099.000, 23 Mrs. John Fayard Subdivision Y6-320. The property is zoned R-2, Two-Family District. Recommend approval 7-0



Zoning Department Report

To: City Council
From: Caitlin Thompson,
Date: November 5, 2019
Subject: motion to follow the Planning and Zoning Commission recommendation of approval for the applicant's request for a Variance to the Zoning Ordinance at 300 Union Street. Parcel #149M-1-29-045.000. Recommend approval 7-0

Corr - Application for Variance to the Zoning Ordinance. The applicant's intention is to construct a residence on this parcel of land. The applicant is asking for a variance of 10' resulting in 0' setback to the rear yard. The property is located at 300 Union Street; Parcel #149M-1-29-045.000, Lot 265, 2nd Ward, Bay St. Louis. The property is zoned C-2, Neighborhood Commercial District. Recommend approval 7-0



Zoning Department Report

To: City Council
From: Caitlin Thompson,
Date: November 5, 2019
Subject: Motion to follow the Planning and Zoning Commission recommendation of approval for the applicant's request for a Special Subdivision Plat Approval and Variance to the Zoning Ordinance at 1135 Old Spanish Trail. Parcel #137P-1-35-008.000 and Parcel #137P-1-35-015.000. Recommend approval 7-0

Corr - Application for Special Subdivision Plat Approval and Variance to the Zoning Ordinance. The applicant is asking to subdivide two parcels of land into (3) three new parcels of land. If granted, the following variances will be needed; Parcel 1 will need a variance of 944.13sf resulting in 9055.87sf to the lot area. Parcel 2 will need a variance of 1035.99sf resulting in 8964.01sf to the lot area as well as a variance of 75' resulting in 0' to the lot width. Parcel 3 will need a variance of 3031.21sf resulting in 8968.79sf to the lot area as well as a variance of 100' resulting in 0' to the lot width. In addition, Parcels 2 & 3 will need a variance to not fronting on an improved dedicated street. The property is located at 1135 Old Spanish Trail; Parcel #137P-1-35-008.000, Lots 40-43, Block 20, Bay St. Louis Land and Improvement Company. Parcel #137P-1-35-015.000, Lot 6-9 & Part Abandoned 6th Street, Block 19. Parcels 1 & 2 are zoned C-2 Commercial Neighborhood District and Parcel 3 is zoned R-1 Single Family District. Recommend approval 7-0



Zoning Department Report

To: City Council
From: Caitlin Thompson,
Date: November 5, 2019
Subject: Motion to follow the Planning and Zoning Commission recommendation of approval for the applicants'('s) request for a Special Exception and Variance to the Zoning Ordinance at 812 South Beach Boulevard. Parcel 149N-0-30-159.000. Recommend approval 6-0 (LeBlanc)

Ward - Application for Special Exception and Variance to the Zoning Ordinance. The applicants' intention is to build a primary structure to the front of the property fronting on South Beach Boulevard. The applicants are asking for a special exception to the zoning ordinance to allow an existing structure which is currently being used as a residence to become an accessory dwelling. The proposed accessory dwelling will meet all requirements set forth in Section 1002.6. Accessory Dwelling. In addition, the applicants are asking for a variance of 4' resulting in an 8' setback to the front yard fronting St. Charles Street. The property is located at 812 South Beach Boulevard; Parcel #149N-0-30-159.000, Part 128, All 129, Part 130, 4th Ward. The property is zoned R-4, Beach Front Residential. Recommend approval 6-0 (LeBlanc)



Zoning Department Report

To: City Council
From: Caitlin Thompson,
Date: November 5, 2019
Subject: Motion to follow the Planning and Zoning Commission recommendation of approval for the applicant's request for a Special Subdivision Plat Approval and Variance to the Zoning Ordinance at 103 Melody Lane. Parcel #144N-0-19-168.000. Recommend approval 7-0

Adams - Application for Special Subdivision Plat Approval and Variance to the Zoning Ordinance. The applicant is asking to subdivide this parcel of land into two new parcels of land. Both newly created parcels will meet the required minimum lot areas. If subdivision is granted, a variance of 25.47' resulting in a total of 74.53' to the lot width to both Parcels 1&2 will be needed. The property is located at 103 Melody Lane, Parcel #144N-0-19-168.000, 2-7, Block 1, Melody Lane Subdivision. The property is zoned R-1, Single Family District. Recommend approval 7-0



Zoning Department Report

To: City Council
From: Caitlin Thompson,
Date: November 5, 2019
Subject: Motion to follow the Planning and Zoning Commission recommendation of denial for the applicant's request for a Variance to the Zoning Ordinance at 401 State Street. Parcel #149E-0-29-263.000. Recommend denial 5-3 (Breland, Doescher, Acker)

Kell- Application for Variance to the Zoning Ordinance. The applicant's intention is to construct an accessory structure to the front yard fronting on State Street. The applicant is asking for a variance of 10' resulting in a 2' setback to the front yard. Also, the applicant is asking for a variance of 5' resulting in a 0' setback to the side yard. In addition, the new construction of an accessory structure along with the existing structures will exceed the 45% maximum building area on this parcel of land. Therefore, the applicant is asking for a 7% variance resulting in a total of 52% maximum building area. The property is located at 401 State Street and fronts North Necaise Avenue; Parcel #149E-0-29-263.000, 1st Ward, Lot 466-B & 467-A, Bay St. Louis. The property is zoned R-2, Two-Family District. Recommend denial 5-3 (Breland, Doescher, Acker)



Zoning Department Report

To: City Council
From: Caitlin Thompson,
Date: November 5, 2019
Subject: Motion to follow the Planning and Zoning Commission recommendation of approval for the applicant's request for a Site Plan for 2200 Longfellow Drive. Recommend approval 7-0

Motion to approve Site Plan for 2200 Longfellow Drive. Recommend approval 7-0



Zoning Department Report

To: City Council
From: Caitlin Thompson,
Date: November 5, 2019
Subject: Motion to follow the Planning and Zoning Commission recommendation of approval for the applicant's request for a Site Plan for 1247 Highway 90. Recommend approval 7-0

Roberts - Site Plan Approval for 1247 Highway 90. Recommend approval 7-0



Zoning Department Report

To: City Council
From: Caitlin Thompson,
Date: November 5, 2019
Subject: Motion to follow the Planning and Zoning Commission recommendation of approval for the applicant's request for a Site Plan Approval for 1009 Benigno Lane. Recommend approval 7-0

R Dutri L.L.C. - Motion to approve Site Plan Approval for 1009 Benigno Lane. Recommend approval 7-0



Finance Department Report

To: City Council
From: Sissy Gonzales, Comptroller
Date: November 5, 2019
Subject: Spread the Bay Saint Louis Certification Letter dated November 5, 2019 on the Minutes.

Attachments:

1. Certification Letter dated November 5, 2019



November 5, 2019

CERTIFICATION

I certify that funds are available and make the recommendation to approve and pay the following claims dockets:

- Claims Docket 11/05/2019_19-040 - \$354,552.75

A handwritten signature in black ink, appearing to read "Sissy Gonzales". The signature is fluid and cursive, with a large initial "S" and a long, sweeping underline.

Sissy Gonzales

Deputy City Clerk/Comptroller

City of Bay St. Louis

Attachment: Certification Letter dated November 5, 2019 (2060 : Certification Letter dated November 5, 2019)



Finance Department Report

To: City Council
From: Sissy Gonzales, Comptroller
Date: November 5, 2019
Subject: Spread the Bay Saint Louis Payroll in the amount of \$158,943.49 dated October 25, 2019, on the Minutes.

Attachments:

1. Payroll dated October 25, 2019

00_Council Report_All minus MBurch

City of Bay St Louis (48853)

Fund - Code - Current: 1

Department - Name - Current: Council

<u>Fund</u>	<u>Dept</u>	<u>Dept Name</u>	<u>Emp#</u>	<u>Last, First</u>	<u>Rate</u>	<u>Gross</u>	<u>Dental</u>	<u>Life</u>	<u>Health</u>	<u>PERS</u>	<u>Medi</u>	<u>SS</u>	<u>Total</u>
1	100	Council	1377	Desalvo, Joshua	8.08	646.16	13.91	4.40	261.91	112.43	9.33	39.88	1,088.00
1	100	Council	1434	Fitts, Valerie	11.50	675.63				117.56	9.80	41.89	844.88
1	100	Council	1375	Hoffman, Eugene	8.08	646.16	13.91	4.40	261.91	112.43	9.37	40.06	1,088.24
1	100	Council	1374	Knoblock, Gary	8.08	646.16	13.91	4.40	261.91	112.43	7.66	32.76	1,079.23
1	100	Council	1039	Reed, Jeffrey	8.08	646.16	13.91	4.40	261.91	112.43	9.37	40.06	1,088.24
1	100	Council	1038	Seal Jr, Phillip	8.08	646.16				112.43	9.38	40.06	808.09
1	100	Council	1376	Smith Jr, Larry	8.65	692.31	13.91	2.86	261.91	120.46	10.00	42.74	1,144.25
1	100	Council	1326	Tilley, Lisa	17.37	1,422.17	13.91	4.40	261.91	247.46	20.62	88.17	2,058.64
1	100	Council	1147	Zimmerman Jr, William	7.57	605.21	13.91	4.40	261.91	121.80	8.52	36.45	1,052.20

Attachment: Payroll dated October 25, 2019 (2067 : Payroll dated October 25, 2019)

00_Council Report_All minus MBurch

City of Bay St Louis (48853)

From: 10/25/2019 Through: 10/25/2019

Department - Name - Current: Court

<u>Fund</u>	<u>Dept</u>	<u>Dept Name</u>	<u>Emp#</u>	<u>Last, First</u>	<u>Rate</u>	<u>Gross</u>	<u>Dental</u>	<u>Life</u>	<u>Health</u>	<u>PERS</u>	<u>Medi</u>	<u>SS</u>	<u>Total</u>
1	102	Court	1319	Maggio, Stephen	5.77								0.00
1	102	Court	1411	Reynolds, Sandy	12.50	1,060.94	13.91	4.40	261.91	184.60	14.33	61.28	1,601.17
1	102	Court	1011	Sheppard, Clementine	19.37	1,549.60	13.91	4.40	261.91	269.63	22.34	95.46	2,217.25

Attachment: Payroll dated October 25, 2019 (2067 : Payroll dated October 25, 2019)

00_Council Report_All minus MBurch

Page

4.B.a

City of Bay St Louis (48853)

From: 10/25/2019 Through: 10/25/2019

Department - Name - Current: Administration

<u>Fund</u>	<u>Dept</u>	<u>Dept Name</u>	<u>Emp#</u>	<u>Last, First</u>	<u>Rate</u>	<u>Gross</u>	<u>Dental</u>	<u>Life</u>	<u>Health</u>	<u>PERS</u>	<u>Medi</u>	<u>SS</u>	<u>Total</u>
1	120	Administrat	1146	Averhart, Peggy	14.75	604.75				105.23	8.28	35.42	753.68
1	120	Administrat	1440	Draper, Julia	11.00	1,065.63	13.91	4.40		185.42	15.45	66.07	1,350.88
1	120	Administrat	1219	Favre, Jamie	19.00	2,033.00	13.91	4.40	261.91	353.74	29.13	124.56	2,820.65
1	120	Administrat	1299	Favre, Michael	38.64	3,091.38	13.91	4.40	261.91	537.90	44.34	189.61	4,143.45
1	120	Administrat	1244	Feuerstein, Dana	19.35	1,548.00	13.91	4.40	261.91	269.35	20.30	86.80	2,204.66
1	120	Administrat	1341	Gonzales, Dolly	31.62	2,529.62	13.91	4.40	261.91	440.15	36.43	155.77	3,442.18
1	120	Administrat	1137	Stewart, Katie	17.20	1,376.00	13.91	4.40	261.91	239.42	18.04	77.13	1,990.80

Attachment: Payroll dated October 25, 2019 (2067 : Payroll dated October 25, 2019)

00_Council Report_All minus MBurch

City of Bay St Louis (48853)

From: 10/25/2019 Through: 10/25/2019

Department - Name - Current: Building and P&Z

<u>Fund</u>	<u>Dept</u>	<u>Dept Name</u>	<u>Emp#</u>	<u>Last, First</u>	<u>Rate</u>	<u>Gross</u>	<u>Dental</u>	<u>Life</u>	<u>Health</u>	<u>PERS</u>	<u>Medi</u>	<u>SS</u>	<u>Total</u>
1	150	Building	1052	Black, Charlene	21.75	1,740.00	13.91	4.40	261.91	302.76	25.19	107.70	2,455.86
1	150	Building	1053	Bremer, Mary Ann	16.25	1,300.00	13.91	4.40	261.91	226.20	18.81	80.42	1,905.65
1	150	Building	1383	Ladner, Rickey	21.00	1,680.00	13.91	4.40	261.91	292.32	24.07	102.93	2,379.53
1	150	Building	1045	McConnell, Thomas	21.50	1,720.00	13.91	2.86	261.91	299.28	23.02	98.41	2,419.39
1	150	Building	1386	Siebenkittel, Don	17.25	1,380.00	13.91	4.40	261.91	240.12	19.97	85.38	2,005.61

Attachment: Payroll dated October 25, 2019 (2067 : Payroll dated October 25, 2019)

00_Council Report_All minus MBurch

Page 4.B.a

City of Bay St Louis (48853)

From: 10/25/2019 Through: 10/25/2019

Department - Name - Current: Police

<u>Fund</u>	<u>Dept</u>	<u>Dept Name</u>	<u>Emp#</u>	<u>Last, First</u>	<u>Rate</u>	<u>Gross</u>	<u>Dental</u>	<u>Life</u>	<u>Health</u>	<u>PERS</u>	<u>Medi</u>	<u>SS</u>	<u>Total</u>
1	200	Police	1085	Armentrout, Scott	16.50	2,050.13	13.91	4.40	261.91	356.72	29.68	126.93	2,843.66
1	200	Police	1043	Blappert, Diane	16.00	1,280.00	13.91	4.40	261.91	222.72	18.56	79.36	1,880.86
1	200	Police	1378	Bowden, Benjamin	17.50	2,305.63	13.91	4.40	261.91	401.18	33.39	142.77	3,163.40
1	200	Police	1059	Brady, Tammy	15.50	1,240.00	13.91	4.40	261.91	215.76	17.74	75.84	1,829.55
1	200	Police	1073	Buckley, David	20.50	1,722.00	13.91	4.40	261.91	299.63	24.12	103.13	2,429.10
1	200	Police	1401	Cardinale, Chenea	14.00	1,120.00	13.91	4.40	261.91	194.88	14.77	63.14	1,673.00
1	200	Police	1414	Coster, Mary	14.00	707.00				123.02	10.25	43.83	884.10
1	200	Police	1431	Dunigan, Leeanna	14.00	136.50					1.98	8.46	146.94
1	200	Police	1080	Gailliot, Kevin	17.50	1,470.00	13.91	4.40		255.78	21.27	90.96	1,856.31
1	200	Police	1202	Gray, Donald	19.25	2,464.00	13.91	4.40	261.91	428.74	33.64	143.85	3,350.44
1	200	Police	1384	Jewell, Rachel	17.50	1,470.01		4.40		255.78	21.32	91.14	1,842.65
1	200	Police	1407	Johnson, Britney	15.50	1,850.31	13.91	4.40	261.91	321.95	26.59	113.70	2,592.76
1	200	Police	1390	Johnson, Demarcus	16.00	1,344.00	13.91	4.40	261.91	233.86	17.57	75.13	1,950.87
1	200	Police	1406	Kent, Thomas	17.50	1,470.00		4.40	261.91	255.78	19.61	83.84	2,095.53
1	200	Police	1443	King, John David	14.00	485.60				84.49	7.04	30.11	607.24
1	200	Police	1385	Kingston III, Alvin	25.48	2,038.46	13.91	4.40	261.91	354.69	28.08	120.08	2,821.52
1	200	Police	1429	Larsen, Ian	16.50	1,938.75	13.91	4.40	261.91	337.34	27.86	119.15	2,703.30
1	200	Police	1438	Lee, Jordan	15.02	1,261.68	13.91	4.40	261.91	219.53	17.95	76.74	1,856.10
1	200	Police	1227	Murphy, Dylan	17.50	2,305.63	13.91	4.40	261.91	401.18	33.43	142.95	3,163.40
1	200	Police	1041	Necaise, Dorthy	14.00	1,120.00	13.91	4.40	261.91	194.88	16.24	69.44	1,680.46
1	200	Police	1402	Ordoyne, Bailey	15.50	1,710.81	13.91	4.40	261.91	297.68	24.81	106.07	2,419.55
1	200	Police	1068	Phillips, Push	19.25	2,326.84	13.91	4.40	261.91	404.87	33.74	144.26	3,189.55
1	200	Police	1435	Phillips, Samantha	16.00	1,360.00				236.64	19.72	84.32	1,700.68
1	200	Police	1381	Ponthieux, Gary	28.61	2,288.46		4.40		398.19	33.18	141.88	2,866.11
1	200	Police	1415	Robin, Steven	16.00	1,760.00	13.91	4.40	261.91	306.24	25.52	109.12	2,481.17
1	200	Police	1392	Sanchez, James	16.00	1,344.00	13.91	4.40	261.91	233.86	19.49	83.33	1,960.59
1	200	Police	1409	Saucier, Steven	17.50	1,596.88	13.91	4.40	261.91	277.86	23.11	98.83	2,276.99
1	200	Police	1417	Stinson, Corey	15.02	1,567.71	13.91	4.40	261.91	272.78	22.45	96.01	2,239.16
1	200	Police	1425	Strong, Kyle	15.50	1,553.88	13.91	4.40	261.91	270.38	22.53	96.34	2,223.44
1	200	Police	1338	Taylor Jr, Ernest	16.50	2,260.50	13.91	4.40	261.91	393.33	32.74	139.97	3,106.85
1	200	Police	1418	Taylor, Benjamin	14.00	413.00				71.86	5.99	25.61	516.46
1	200	Police	1066	Taylor, Ernest	14.75	531.00				92.39	7.70	32.92	664.01
1	200	Police	1442	Weir, Dustin	15.50	1,302.01				226.55	18.88	80.72	1,628.16
1	200	Police	1387	Wilder, David	17.50	1,767.50	13.91	4.40	261.91	307.55	25.63	109.59	2,490.48

Attachment: Payroll dated October 25, 2019 (2067 : Payroll dated October 25, 2019)

User: dfeuersteinl[1244]

Run Date: 11/1/2019 Run Time: 11:15 AM

Paylocity Corporation

Packet Pg. 26

00_Council Report_All minus MBurch

Page

4.B.a

City of Bay St Louis (48853)

From: 10/25/2019 Through: 10/25/2019

Department - Name - Current: Fire

<u>Fund</u>	<u>Dept</u>	<u>Dept Name</u>	<u>Emp#</u>	<u>Last, First</u>	<u>Rate</u>	<u>Gross</u>	<u>Dental</u>	<u>Life</u>	<u>Health</u>	<u>PERS</u>	<u>Medi</u>	<u>SS</u>	<u>Total</u>
1	260	Fire	1362	Anderson, Brandon	10.87	1,494.63	13.91	4.40	261.91	260.07	21.16	90.46	2,146.93
1	260	Fire	1099	Armenta Sr, Brian	12.57	1,206.72	13.91	4.40	261.91	209.97	16.02	68.51	1,781.44
1	260	Fire	1220	Avery, Ronald	23.20	1,855.65	13.91	4.40	261.91	322.88	25.65	109.67	2,594.06
1	260	Fire	1269	Burchett, Timothy	9.52	659.26				114.71	9.56	40.87	824.40
1	260	Fire	1230	Catalano Jr, Gary	12.57	1,596.39	13.91	4.40	261.91	277.77	22.68	96.96	2,274.01
1	260	Fire	1432	Cuevas, Drake	10.00	1,630.00	13.91	4.40	261.91	283.62	23.41	100.10	2,317.04
1	260	Fire	1103	Farve III, John	12.57	1,596.39	13.91	4.40	261.91	277.77	20.90	89.38	2,264.64
1	260	Fire	1257	Garber, Jeffrey	12.06	1,531.62	13.91	4.40	261.91	266.50	20.22	86.46	2,185.07
1	260	Fire	1258	Hardman, Matthew	12.06	1,157.76	13.91	4.40	261.91	201.45	15.31	65.48	1,720.91
1	260	Fire	1361	Hoffmann II, Wayne	10.87	1,043.52	13.91	4.40	261.91	181.57	15.13	64.70	1,585.13
1	260	Fire	1346	Labat, Robert	10.87								0.00
1	260	Fire	1340	Loustalot III, Norman	9.52								0.00
1	260	Fire	1370	Mallini, Anthony	10.87	1,375.06	13.91	4.40	261.91	239.26	19.37	82.81	1,996.81
1	260	Fire	1303	Maurice Jr, Gary	12.06	1,662.77	13.91	4.40	261.91	289.32	23.86	102.04	2,358.80
1	260	Fire	1399	Polk, Bradley	10.87	1,122.33				195.29	16.27	69.58	1,403.47
1	260	Fire	1400	Sekinger III, Allen	10.87	1,498.70	13.91	4.40	261.91	260.77	21.73	92.92	2,154.83
1	260	Fire	1445	Smith, John	9.52	737.80				128.38	10.70	45.74	922.62
1	260	Fire	1107	Stefano, David	12.06	1,531.62	13.91	4.40	261.91	266.50	21.94	93.82	2,194.19
1	260	Fire	1110	Strong, Monty	27.41	2,192.69	13.91	4.40	261.91	381.53	27.86	119.13	3,001.42
1	260	Fire	1355	Torres, Adam	10.87	1,309.84	13.91	4.40	261.91	227.91	17.27	73.86	1,909.19
1	260	Fire	1360	Woods, Justin	12.06	2,087.89	13.91	4.40	261.91	363.29	29.59	126.53	2,887.91

Attachment: Payroll dated October 25, 2019 (2067 : Payroll dated October 25, 2019)

00_Council Report_All minus MBurch

City of Bay St Louis (48853)

From: 10/25/2019 Through: 10/25/2019

Department - Name - Current: Public Works

<u>Fund</u>	<u>Dept</u>	<u>Dept Name</u>	<u>Emp#</u>	<u>Last, First</u>	<u>Rate</u>	<u>Gross</u>	<u>Dental</u>	<u>Life</u>	<u>Health</u>	<u>PERS</u>	<u>Medi</u>	<u>SS</u>	<u>Total</u>
1	300	Public	1439	Allen, Marques	10.50	840.01	13.91	4.40	261.91	146.16	11.92	50.99	1,329.00
1	300	Public	1397	Boehnel, Joseph	12.00	774.00	13.91	4.40	261.91	134.68	11.22	47.99	1,248.00
1	300	Public	1403	Crowell, Louie	14.00	1,671.25	13.91	4.40	261.91	290.80	21.76	93.05	2,357.00
1	300	Public	1426	Dobrasaka, Kimberly	11.50	1,150.01	13.91	4.40	261.91	200.10	16.68	71.30	1,718.00
1	300	Public	1266	Duvernay, Robert	14.50	1,145.50	13.91	4.40	261.91	199.32	15.71	67.19	1,707.00
1	300	Public	1174	Favre, Kim	27.31	2,185.00	13.91	4.40	261.91	380.19	29.76	127.27	3,002.00
1	300	Public	1441	Foster, Christopher	12.00	834.00		4.40		145.12	12.09	51.71	1,047.00
1	300	Public	1353	Johnson, Sandra	13.50	1,080.00	13.91	4.40	261.91	187.92	15.37	65.71	1,629.00
1	300	Public	1164	Ladner, Mark	11.85	65.18					0.95	4.04	70.00
1	300	Public	1253	Maurice, Gary	19.15	1,517.64	13.91	4.40	261.91	264.07	21.58	92.27	2,175.00
1	300	Public	1150	McCardle, Samuel	15.10								0.00
1	300	Public	1154	McKay, Jamie	19.00	1,439.25	13.91	4.40	261.91	250.43	20.05	85.75	2,075.00
1	300	Public	1342	Meek, George	13.00	1,898.00	13.91	4.40	261.91	330.25	27.48	117.50	2,653.00
1	300	Public	1430	Murphy, Claudia	10.50	168.00					1.57	6.73	176.00
1	300	Public	1419	Palode, Sunnie	11.00	880.00	13.91	4.40	261.91	153.12	12.63	53.99	1,379.00
1	300	Public	1412	Perniciaro, Debbie	14.50	1,160.00	13.91	4.40	261.91	201.84	16.49	70.52	1,729.00
1	300	Public	1433	Peterson, Debra	12.00	954.00	13.91	4.40	261.91	166.00	13.22	56.51	1,469.00
1	300	Public	1331	Piazza, Ashley	13.81	1,104.80	13.91	4.40	261.91	192.24	15.79	67.54	1,660.00
1	300	Public	1421	Puckett, Robert	10.00	800.00	13.91	4.40	261.91	139.20	11.60	49.60	1,280.00
1	300	Public	1205	Storey, Charles	14.00	931.00	13.91	4.40	261.91	161.99	13.50	57.72	1,444.00
1	300	Public	1405	Storey, Kenneth	14.50	1,160.00	13.91	4.40	261.91	201.84	16.82	71.92	1,730.00
1	300	Public	1155	Swanier, Mitchell	15.50	1,240.01	13.91	4.40	261.91	215.76	17.71	75.74	1,829.00
1	300	Public	1276	Taylor, Donnell	11.00	880.00	13.91	2.86	261.91	153.12	12.72	54.38	1,378.00
1	300	Public	1161	Thomas, Archie	13.50	1,026.00	13.91	4.50	261.91	178.52	14.83	63.43	1,563.00
1	300	Public	1413	Thomas, Dakota	10.50	930.56		4.40	261.91	161.92	13.05	55.82	1,427.00
1	300	Public	1408	Thomas, Edward	10.50	840.00				146.16	12.18	52.08	1,050.00

Attachment: Payroll dated October 25, 2019 (2067 : Payroll dated October 25, 2019)

00_Council Report_All minus MBurch

City of Bay St Louis (48853)

Page

4.B.a

From: 10/25/2019 Through: 10/25/2019

Group Total Records: 105

Attachment: Payroll dated October 25, 2019 (2067 : Payroll dated October 25, 2019)

00_Council Report_All minus MBurch

City of Bay St Louis (48853)

From: 10/25/2019 Through: 10/25/2019

Fund - Code - Current: 400

Department - Name - Current: Administration

<u>Fund</u>	<u>Dept</u>	<u>Dept Name</u>	<u>Emp#</u>	<u>Last, First</u>	<u>Rate</u>	<u>Gross</u>	<u>Dental</u>	<u>Life</u>	<u>Health</u>	<u>PERS</u>	<u>Medi</u>	<u>SS</u>	<u>Total</u>
400	120	Administrat	1339	Garcia, Linda	17.00	1,360.00	13.91	4.40	261.91	236.64	18.17	77.69	1,972.11
400	120	Administrat	1357	Thompson, Caitlin	11.50	920.01	13.91	4.40	261.91	160.08	13.04	55.76	1,429.11
400	120	Administrat	1093	Tice, Violet Patricia	20.47	1,637.61	13.91	4.40	261.91	284.94	23.49	100.45	2,326.11

Attachment: Payroll dated October 25, 2019 (2067 : Payroll dated October 25, 2019)

00_Council Report_All minus MBurch

Page

4.B.a

City of Bay St Louis (48853)

From: 10/25/2019 Through: 10/25/2019

Department - Name - Current: Operations

<u>Fund</u>	<u>Dept</u>	<u>Dept Name</u>	<u>Emp#</u>	<u>Last, First</u>	<u>Rate</u>	<u>Gross</u>	<u>Dental</u>	<u>Life</u>	<u>Health</u>	<u>PERS</u>	<u>Medi</u>	<u>SS</u>	<u>Total</u>
400	700	Operations	1295	Conway Jr, Quentin	16.50	1,320.01	13.91	4.40	261.91	229.68	19.14	81.84	1,930.88
400	700	Operations	1391	Lacy, Matthew	11.50	937.25	13.91	4.40	261.91	163.08	13.55	57.93	1,452.03
400	700	Operations	1388	Ladner Jr, Rickey	10.50	840.00	13.91	4.40	261.91	146.16	12.18	52.08	1,330.63
400	700	Operations	1372	Matheny, Charles	14.00	1,739.50	13.91	4.40	261.91	302.67	22.95	98.15	2,443.48
400	700	Operations	1380	McPhearson, Thomas	14.22	1,153.60	13.91	4.40	261.91	200.73	16.69	71.34	1,722.57
400	700	Operations	1395	Nguyen, Joey	14.00	1,204.00	13.91	4.40	261.91	209.50	17.46	74.65	1,785.82
400	700	Operations	1176	Ortiz, Jeraldo	27.89	2,230.77	13.91	4.40	261.91	388.15	32.35	138.31	3,069.89
400	700	Operations	1180	Summers, Carl	17.51	1,418.32	13.91	4.40	261.91	246.79	18.78	80.30	2,044.40
400	700	Operations	1444	Thomas, James	10.50	840.00				146.16	12.18	52.08	1,050.42
400	700	Operations	1175	Thoms, Stephen	17.37	1,389.60	13.91	4.40	261.91	241.79	20.15	86.16	2,017.91

Attachment: Payroll dated October 25, 2019 (2067 : Payroll dated October 25, 2019)

00_Council Report_All minus MBurch

City of Bay St Louis (48853)

Page

4.B.a

From: 10/25/2019 Through: 10/25/2019

Group Total Records: 13

Attachment: Payroll dated October 25, 2019 (2067 : Payroll dated October 25, 2019)

User: dfeuerstein1[1244]

Run Date: 11/1/2019 Run Time: 11:15 AM

Paylocity Corporation

Packet Pg. 32

00_Council Report_All minus MBurch

Page

4.B.a

City of Bay St Louis (48853)

From: 10/25/2019 Through: 10/25/2019

Fund - Code - Current: 450

Department - Name - Current: Administration

<u>Fund</u>	<u>Dept</u>	<u>Dept Name</u>	<u>Emp#</u>	<u>Last, First</u>	<u>Rate</u>	<u>Gross</u>	<u>Dental</u>	<u>Life</u>	<u>Health</u>	<u>PERS</u>	<u>Medi</u>	<u>SS</u>	<u>Total</u>
450	120	Administrat	1074	Caughlin, Duane	19.23	1,538.46	13.91	4.40	261.91	267.69	20.52	87.75	2,194.66
450	120	Administrat	1210	Forstall, Stephen	13.45	948.23				164.99	13.75	58.79	1,185.76
450	120	Administrat	1310	Fortin, Charles	22.50	1,800.38	13.91	4.40	261.91	313.27	26.06	111.44	2,531.37
450	120	Administrat	1437	Marshall, Cole	10.00	660.00					9.57	40.92	710.49
450	120	Administrat	1285	Mossey, Joshua	14.43	1,147.19	13.91	4.40	261.91	199.61	16.59	70.95	1,714.55
450	120	Administrat	1351	White, Derek	12.87	1,026.38		4.40	261.91	178.59	14.63	62.54	1,548.45

Attachment: Payroll dated October 25, 2019 (2067 : Payroll dated October 25, 2019)

00_Council Report_All minus MBurch

City of Bay St Louis (48853)

Page

4.B.a

From: 10/25/2019 Through: 10/25/2019

Group Total Records: 6

Attachment: Payroll dated October 25, 2019 (2067 : Payroll dated October 25, 2019)

User: dfeuerstein1[1244]

Run Date: 11/1/2019 Run Time: 11:15 AM

Paylocity Corporation

Packet Pg. 34

00_Council Report_All minus MBurch

City of Bay St Louis (48853)

From: 10/25/2019 Through: 10/25/2019

	158,943.49	1,321.45	439.88	25,143.36	27,493.47	2,246.89	9,607.43	225,195.99
--	------------	----------	--------	-----------	-----------	----------	----------	------------

Report Total Records: 124

Attachment: Payroll dated October 25, 2019 (2067 : Payroll dated October 25, 2019)



Finance Department Report

To: City Council
From: Sissy Gonzales, Comptroller
Date: November 5, 2019
Subject: Motion to spread the Bay Saint Louis Payroll Hours Report dated October 25, 2019, on the Minutes.

Attachments:

1. Payroll Hours Report dated October 25, 2019

00_PAYROLL WAGE & HOURS REPORT_REVISED 2

Page 4.C.a

City of Bay St Louis (48853)

From: 10/25/2019 Through: 10/25/2019

Fund - Code - Current: 1

Department - Name - Current: Council

EMP#	EMPLOYEE	REG H	REG \$	OT/CE	OT \$	VAC H	VAC \$	PER H	PERS \$	SICKH	SICK \$	OTH	OTH \$	HOURS	WAGES
1377	Desalvo,	80.00	646.16	0.00								0	0.00	80.00	\$646.16
1434	Fitts,	58.75	675.63	0.00								0	0.00	58.75	\$675.63
1375	Hoffman,	80.00	646.16	0.00								0	0.00	80.00	\$646.16
1374	Knoblock,	80.00	646.16	0.00								0	0.00	80.00	\$646.16
1039	Reed,	80.00	646.16	0.00								0	0.00	80.00	\$646.16
1038	Seal Jr,	80.00	646.16	0.00								0	0.00	80.00	\$646.16
1376	Smith Jr,	80.00	692.31	0.00								0	0.00	80.00	\$692.31
1326	Tilley, Lisa	76.75	1,333.15	1.25	32.57					3.25	56.45	0	0.00	81.25	\$1,422.11
1147	Zimmerman	80.00	605.21	0.00								0	0.00	80.00	\$605.21
-----		695.50	6,537.10	1.25	32.57					3.25	56.45	0	0.00	700.00	\$6,626.11

00_PAYROLL WAGE & HOURS REPORT_REVISED 2

Page

4.C.a

City of Bay St Louis (48853)

From: 10/25/2019 Through: 10/25/2019

Department - Name - Current: Court

<u>EMP#</u>	<u>EMPLOYEE</u>	<u>REG H</u>	<u>REG \$</u>	<u>OT/CE</u>	<u>OT \$</u>	<u>VAC H</u>	<u>VAC \$</u>	<u>PER H</u>	<u>PERS \$</u>	<u>SICKH</u>	<u>SICK \$</u>	<u>OTH</u>	<u>OTH \$</u>	<u>HOURS</u>	<u>WAGES</u>
1319	Maggio,	0.00	0.00	0.00								0	0.00		
1411	Reynolds,	80.00	1,000.00	3.25	60.94							0	0.00	83.25	\$1,060.94
1011	Sheppard,	75.25	1,457.59	1.13						4.75	92.01	0	0.00	81.13	\$1,549.60

		155.25	2,457.59	4.38	60.94					4.75	92.01	0	0.00	164.38	\$2,610.54

User: dfeuerstein1[1244]

Run Date: 11/1/2019 Run Time: 11:17 AM

Paylocity Corporation

Packet Pg. 38

Attachment: Payroll Hours Report dated October 25, 2019 (2069 : Payroll Hours Report dated October 25,

00_PAYROLL WAGE & HOURS REPORT_REVISIED 2

Page 4.C.a

City of Bay St Louis (48853)

From: 10/25/2019 Through: 10/25/2019

Department - Name - Current: Administration

EMP#	EMPLOYEE	REG H	REG \$	OT/CE	OT \$	VAC H	VAC \$	PER H	PERS \$	SICKH	SICK \$	OTH	OTH \$	HOURS	WAGES
1146	Averhart,	41.00	604.75	0.00								0	0.00	41.00	\$604.75
1182	Burch, Mary	80.00	1,408.00	0.38								0	0.00	80.38	\$1,408.00
1440	Draper,	79.50	874.50	11.25	185.63			0.50	5.50			0	0.00	91.25	\$1,065.63
1219	Favre, Jamie	68.75	1,306.25	18.00	513.00							11	213.75	98.00	\$2,033.00
1299	Favre,	80.00	3,091.38	0.00								0	0.00	80.00	\$3,091.38
1244	Feuerstein,	65.75	1,272.26	0.00				11.62	224.85			3	50.89	80.00	\$1,548.00
1341	Gonzales,	70.25	2,221.32	0.00		9.75	308.30					0	0.00	146.25	\$2,529.62
1137	Stewart,	64.50	1,109.40	0.00		8.00	137.60	7.50	129.00			0	0.00	80.00	\$1,376.00
		549.75	11,887.86	29.63	698.63	17.75	445.90	19.62	359.35			14	264.64	696.88	\$13,656.33

User: dfeuersteinl[1244]

Run Date: 11/1/2019 Run Time: 11:17 AM

Paylocity Corporation

Packet Pg. 39

Attachment: Payroll Hours Report dated October 25, 2019 (2069 : Payroll Hours Report dated October 25,

00_PAYROLL WAGE & HOURS REPORT_REVISED 2

Page

4.C.a

City of Bay St Louis (48853)

From: 10/25/2019 Through: 10/25/2019

Department - Name - Current: Building and P&Z

<u>EMP#</u>	<u>EMPLOYEE</u>	<u>REG H</u>	<u>REG \$</u>	<u>OT/CE</u>	<u>OT \$</u>	<u>VAC H</u>	<u>VAC \$</u>	<u>PER H</u>	<u>PERS \$</u>	<u>SICKH</u>	<u>SICK \$</u>	<u>OTH</u>	<u>OTH \$</u>	<u>HOURS</u>	<u>WAGES</u>
1052	Black,	69.75	1,517.06	0.00								10	222.94	80.00	\$1,740.00
1053	Bremer, Mary	75.25	1,222.81	5.63								5	77.19	85.63	\$1,300.00
1383	Ladner,	55.25	1,160.25	7.50								25	519.75	87.50	\$1,680.00
1045	McConnell,	80.00	1,720.00	18.38								0	0.00	98.38	\$1,720.00
1386	Siebenkittel	67.75	1,168.69	12.38								12	211.31	92.38	\$1,380.00

		348.00	6,788.81	43.89								52	1031.19	443.89	\$7,820.00

User: dfeuerstein1[1244]

Run Date: 11/1/2019 Run Time: 11:17 AM

Paylocity Corporation

Packet Pg. 40

Attachment: Payroll Hours Report dated October 25, 2019 (2069 : Payroll Hours Report dated October 25,

00_PAYROLL WAGE & HOURS REPORT_REVISIED 2

Page

4.C.a

City of Bay St Louis (48853)

From: 10/25/2019 Through: 10/25/2019

Department - Name - Current: Police

EMP#	EMPLOYEE	REG H	REG \$	OT/CE	OT \$	VAC H	VAC \$	PER H	PERS \$	SICKH	SICK \$	OTH	OTH \$	HOURS	WAGES
1085	Armentrout,	86.00	1,419.00	25.50	631.13							0	0.00	111.50	\$2,050.1
1043	Blappert,	72.00	1,152.00	0.00		8.00	128.00					0	0.00	80.00	\$1,280.0
1378	Bowden,	86.00	1,505.00	30.50	800.63							0	0.00	116.50	\$2,305.6
1059	Brady, Tammy	80.00	1,240.00	0.00								0	0.00	80.00	\$1,240.0
1073	Buckley,	84.00	1,722.00	0.00								0	0.00	84.00	\$1,722.0
1401	Cardinale,	46.00	644.00	0.00						34.00	476.00	0	0.00	80.00	\$1,120.0
1414	Coster, Mary	50.50	707.00	0.00								0	0.00	50.50	\$707.0
1431	Dunigan,	9.75	136.50	0.00								0	0.00	9.75	\$136.5
1080	Gaillot,	0.00	0.00	0.00				60.00	1,050.00	24.00	420.00	0	0.00	84.00	\$1,470.0
1202	Gray, Donald	86.00	1,655.50	28.00	808.50							0	0.00	114.00	\$2,464.0
1384	Jewell,	82.75	1,448.13	0.00				1.25	21.88			0	0.00	84.00	\$1,470.0
1407	Johnson,	86.00	1,333.00	22.25	517.31							0	0.00	108.25	\$1,850.3
1390	Johnson,	66.25	1,060.00	0.00						17.75	284.00	0	0.00	84.00	\$1,344.0
1406	Kent, Thomas	84.00	1,470.00	0.00								0	0.00	84.00	\$1,470.0
1443	King, John	28.00	448.00	0.00				2.35	37.60			0	0.00	30.35	\$485.6
1385	Kingston	80.00	2,038.46	0.00								0	0.00	160.00	\$2,038.4
1429	Larsen, Ian	86.00	1,419.00	21.00	519.75							0	0.00	107.00	\$1,938.7
1438	Lee, Jordan	84.00	1,261.68	0.00								0	0.00	84.00	\$1,261.6
1227	Murphy,	86.00	1,505.00	30.50	800.63							0	0.00	116.50	\$2,305.6
1041	Necaise,	24.00	336.00	0.00						56.00	784.00	0	0.00	80.00	\$1,120.0
1402	Ordoyne,	86.00	1,333.00	16.25	377.81							0	0.00	102.25	\$1,710.8
1068	Phillips,	86.00	1,655.50	23.25	671.34							0	0.00	109.25	\$2,326.8
1435	Phillips,	85.00	1,360.00	0.00								0	0.00	85.00	\$1,360.0
1381	Ponthieux,	69.50	1,988.05	0.00		10.50	300.41					0	0.00	149.50	\$2,288.4
1415	Robin,	86.00	1,376.00	40.00	384.00							0	0.00	126.00	\$1,760.0
1392	Sanchez,	82.25	1,316.00	0.00		1.75	28.00					0	0.00	84.00	\$1,344.0
1409	Saucier,	86.00	1,505.00	3.50	91.88							0	0.00	89.50	\$1,596.8
1417	Stinson,	86.00	1,291.72	12.25	275.99							0	0.00	98.25	\$1,567.7
1425	Strong, Kyle	86.00	1,333.00	9.50	220.88							0	0.00	95.50	\$1,553.8
1338	Taylor Jr,	86.00	1,419.00	34.00	841.50							0	0.00	120.00	\$2,260.5
1418	Taylor,	29.50	413.00	0.00								0	0.00	29.50	\$413.0
1066	Taylor,	36.00	531.00	0.00								0	0.00	36.00	\$531.0
1442	Weir, Dustin	66.75	1,034.63	0.00								17	267.38	84.00	\$1,302.0
1387	Wilder,	86.00	1,505.00	10.00	262.50							0	0.00	96.00	\$1,767.5

User: dfeuersteinl[1244]

Run Date: 11/1/2019 Run Time: 11:17 AM

Paylocity Corporation

Packet Pg. 41

Attachment: Payroll Hours Report dated October 25, 2019 (2069 : Payroll Hours Report dated October 25,

00_PAYROLL WAGE & HOURS REPORT_REVIS

City of Bay St Louis (48853)

From: 10/25/2019 Through: 10/25/2019

2,364.25	40,561.17	306.50	7,203.85	20.25	456.41	63.60	1,109.48	131.75	1,964.00	17	267.38	3,053.10	\$51,562.4
----------	-----------	--------	----------	-------	--------	-------	----------	--------	----------	----	--------	----------	------------

00_PAYROLL WAGE & HOURS REPORT_REVISIED 2

Page 4.C.a

City of Bay St Louis (48853)

From: 10/25/2019 Through: 10/25/2019

Department - Name - Current: Fire

EMP#	EMPLOYEE	REG H	REG \$	OT/CE	OT \$	VAC H	VAC \$	PER H	PERS \$	SICKH	SICK \$	OTH	OTH \$	HOURS	WAGES
1362	Anderson,	106.00	1,152.22	21.00	342.41							0	0.00	127.00	\$1,494.63
1099	Armenta Sr,	72.00	905.04	0.00				24.00	301.68			0	0.00	96.00	\$1,206.72
1220	Avery,	72.00	1,670.05	0.00				8.00	185.60			0	0.00	152.00	\$1,855.65
1269	Burchett,	69.25	659.26	0.00								0	0.00	69.25	\$659.26
1230	Catalano Jr,	106.00	1,332.42	14.00	263.97							0	0.00	120.00	\$1,596.39
1432	Cuevas,	106.00	1,060.00	38.00	570.00							0	0.00	144.00	\$1,630.00
1103	Farve III,	106.00	1,332.42	14.00	263.97							0	0.00	120.00	\$1,596.39
1257	Garber,	106.00	1,278.36	14.00	253.26							0	0.00	120.00	\$1,531.62
1258	Hardman,	96.00	1,157.76	0.00								0	0.00	96.00	\$1,157.76
1361	Hoffmann II,	96.00	1,043.52	0.00								0	0.00	96.00	\$1,043.52
1346	Labat,	0.00	0.00	0.00								0	0.00		
1340	Loustalot	0.00	0.00	0.00								0	0.00		
1370	Mallini,	102.50	1,114.18	0.00		24.00	260.88					0	0.00	126.50	\$1,375.06
1303	Maurice Jr,	106.00	1,278.36	21.25	384.41							0	0.00	127.25	\$1,662.77
1399	Polk,	103.25	1,122.33	0.00								0	0.00	103.25	\$1,122.33
1400	Sekinger	106.00	1,152.22	21.25	346.48							0	0.00	127.25	\$1,498.70
1445	Smith, John	77.50	737.80	0.00								0	0.00	77.50	\$737.80
1107	Stefano,	106.00	1,278.36	14.00	253.26							0	0.00	120.00	\$1,531.62
1110	Strong,	72.00	1,973.41	0.00						8.00	219.28	0	0.00	152.00	\$2,192.69
1355	Torres, Adam	96.50	1,048.96	0.00		24.00	260.88					0	0.00	120.50	\$1,309.84
1360	Woods,	106.00	1,278.36	44.75	809.53							0	0.00	150.75	\$2,087.89

		1,811.00	22,575.03	202.25	3,487.29	48.00	521.76	32.00	487.28	8.00	219.28	0	0.00	2,245.25	\$27,290.66

00_PAYROLL WAGE & HOURS REPORT_REVISIED 2

Page

4.C.a

City of Bay St Louis (48853)

From: 10/25/2019 Through: 10/25/2019

Department - Name - Current: Public Works

EMP#	EMPLOYEE	REG H	REG \$	OT/CE	OT \$	VAC H	VAC \$	PER H	PERS \$	SICKH	SICK \$	OTH	OTH \$	HOURS	WAGES
1439	Allen,	76.25	800.63	0.00				3.75	39.38			0	0.00	80.00	\$840.00
1397	Boehnel,	64.50	774.00	0.00								0	0.00	64.50	\$774.00
1403	Crowell,	80.00	1,120.00	26.25	551.25							0	0.00	106.25	\$1,671.25
1426	Dobraska,	78.25	899.88	14.50	250.13							0	0.00	92.75	\$1,150.01
1266	Duvernay,	71.50	1,036.75	0.00		2.00	29.00	1.50	21.75	4.00	58.00	0	0.00	79.00	\$1,145.50
1174	Favre, Kim	72.00	1,966.50	0.00		4.50	122.91	3.50	95.59			0	0.00	152.00	\$2,185.00
1441	Foster,	69.50	834.00	0.00								0	0.00	69.50	\$834.00
1353	Johnson,	80.00	1,080.00	0.00								0	0.00	80.00	\$1,080.00
1164	Ladner, Mark	5.50	65.18	0.00								0	0.00	5.50	\$65.18
1253	Maurice,	72.75	1,393.16	0.00		4.00	76.60	1.50	28.73	1.00	19.15	0	0.00	79.25	\$1,517.60
1150	McCardle,	0.00	0.00	0.00								0	0.00		
1154	McKay, Jamie	66.00	1,254.00	0.00		3.75	71.25	6.00	114.00			0	0.00	75.75	\$1,439.25
1342	Meek, George	64.00	832.00	44.00	858.00	8.00	104.00			8.00	104.00	0	0.00	124.00	\$1,898.00
1430	Murphy,	16.00	168.00	0.00								0	0.00	16.00	\$168.00
1419	Palode,	72.00	792.00	0.00		4.00	44.00	4.00	44.00			0	0.00	80.00	\$880.00
1412	Perniciaro,	58.00	841.00	1.50		20.50	297.25					2	21.75	81.50	\$1,160.00
1433	Peterson,	76.00	912.00	0.00				3.50	42.00			0	0.00	79.50	\$954.00
1331	Piazza,	64.00	883.84	0.00		8.00	110.48	4.00	55.24	4.00	55.24	0	0.00	80.00	\$1,104.80
1421	Puckett,	48.00	480.00	0.00		32.00	320.00					0	0.00	80.00	\$800.00
1205	Storey,	63.25	885.50	0.00		1.50	21.00	0.50	7.00	1.25	17.50	0	0.00	66.50	\$931.00
1405	Storey,	64.00	928.00	0.00		8.00	116.00			8.00	116.00	0	0.00	80.00	\$1,160.00
1155	Swanier,	69.75	1,081.13	0.00				2.25	34.88	8.00	124.00	0	0.00	80.00	\$1,240.00
1276	Taylor,	68.50	753.50	0.00						11.50	126.50	0	0.00	80.00	\$880.00
1161	Thomas,	64.00	864.00	0.00		8.00	108.00	2.00	27.00	2.00	27.00	0	0.00	76.00	\$1,026.00
1413	Thomas,	80.00	840.00	5.75	90.56							0	0.00	85.75	\$930.56
1408	Thomas,	80.00	840.00	0.00								0	0.00	80.00	\$840.00
		1,623.75	22,325.07	92.00	1,749.94	104.25	1,420.49	32.50	509.57	47.75	647.39	2	21.75	1,973.75	\$26,674.94

User: dfeuersteinl[1244]

Run Date: 11/1/2019 Run Time: 11:17 AM

Paylocity Corporation

Packet Pg. 44

Attachment: Payroll Hours Report dated October 25, 2019 (2069 : Payroll Hours Report dated October 25,

00_PAYROLL WAGE & HOURS REPORT_REVISED 2

City of Bay St Louis (48853)

From: 10/25/2019 Through: 10/25/2019

7,547.50	113,132.63	679.90	13,233.2	190.25	2,844.56	147.72	2,465.68	195.50	2,979.13	85	1584.96	9,277.25	\$136,240.1
			2										

Group Total Records: 106

00_PAYROLL WAGE & HOURS REPORT_REVISED 2

Page

4.C.a

City of Bay St Louis (48853)

From: 10/25/2019 Through: 10/25/2019

Fund - Code - Current: 400

Department - Name - Current: Administration

<u>EMP#</u>	<u>EMPLOYEE</u>	<u>REG H</u>	<u>REG \$</u>	<u>OT/CE</u>	<u>OT \$</u>	<u>VAC H</u>	<u>VAC \$</u>	<u>PER H</u>	<u>PERS \$</u>	<u>SICKH</u>	<u>SICK \$</u>	<u>OTH</u>	<u>OTH \$</u>	<u>HOURS</u>	<u>WAGES</u>
1339	Garcia,	72.50	1,232.50	0.75						2.99	50.83	5	76.67	80.75	\$1,360.00
1357	Thompson,	54.25	623.88	0.00				7.50	86.25	17.50	201.25	1	8.63	80.00	\$920.00
1093	Tice, Violet	49.25	1,008.15	0.00		20.00	409.40	6.25	127.94	3.00	61.41	2	30.71	80.00	\$1,637.60

		176.00	2,864.53	0.75		20.00	409.40	13.75	214.19	23.49	313.49	7	116.01	240.75	\$3,917.60

User: dfeuerstein1[1244]

Run Date: 11/1/2019 Run Time: 11:17 AM

Paylocity Corporation

Packet Pg. 46

Attachment: Payroll Hours Report dated October 25, 2019 (2069 : Payroll Hours Report dated October 25,

00_PAYROLL WAGE & HOURS REPORT_REVISIED 2

Page

4.C.a

City of Bay St Louis (48853)

From: 10/25/2019 Through: 10/25/2019

Department - Name - Current: Operations

EMP#	EMPLOYEE	REG H	REG \$	OT/CE	OT \$	VAC H	VAC \$	PER H	PERS \$	SICKH	SICK \$	OTH	OTH \$	HOURS	WAGES
1295	Conway Jr,	58.25	961.13	0.00		16.50	272.25	4.25	70.13	1.00	16.50	0	0.00	80.00	\$1,320.00
1391	Lacy,	75.00	862.50	1.00	17.25			2.50	28.75	2.50	28.75	0	0.00	81.00	\$937.50
1388	Ladner Jr,	69.00	724.50	0.00				3.00	31.50	8.00	84.00	0	0.00	80.00	\$840.00
1372	Matheny,	56.25	787.50	52.50	630.00	8.00	112.00	7.00	98.00	8.00	112.00	0	0.00	131.75	\$1,739.50
1380	McPhearson,	68.00	966.96	0.75	16.00	2.00	28.44			8.00	113.76	0	0.00	80.75	\$1,153.60
1395	Nguyen, Joey	78.00	1,092.00	4.00	84.00							0	0.00	84.00	\$1,204.00
1176	Ortiz,	80.00	2,230.77	0.00								0	0.00	160.00	\$2,230.77
1180	Summers,	70.50	1,234.46	0.00		10.50	183.86					0	0.00	81.00	\$1,418.30
1444	Thomas,	80.00	840.00	0.00								0	0.00	80.00	\$840.00
1175	Thoms,	41.75	725.20	0.00		30.25	525.44					0	0.00	80.00	\$1,389.60
		676.75	10,425.02	58.25	747.25	67.25	1,121.99	16.75	228.38	27.50	355.01	0	0.00	938.50	\$13,073.60

00_PAYROLL WAGE & HOURS REPORT_REVISED 2

City of Bay St Louis (48853)

From: 10/25/2019 Through: 10/25/2019

	852.75	13,289.55	59.00	747.25	87.25	1,531.39	30.50	442.57	50.99	668.50	7	116.01	1,179.25	\$16,990.6
--	--------	-----------	-------	--------	-------	----------	-------	--------	-------	--------	---	--------	----------	------------

Group Total Records: 13

00_PAYROLL WAGE & HOURS REPORT_REVISED 2

Page

4.C.a

City of Bay St Louis (48853)

From: 10/25/2019 Through: 10/25/2019

Fund - Code - Current: 450

Department - Name - Current: Administration

<u>EMP#</u>	<u>EMPLOYEE</u>	<u>REG H</u>	<u>REG \$</u>	<u>OT/CE</u>	<u>OT \$</u>	<u>VAC H</u>	<u>VAC \$</u>	<u>PER H</u>	<u>PERS \$</u>	<u>SICKH</u>	<u>SICK \$</u>	<u>OTH</u>	<u>OTH \$</u>	<u>HOURS</u>	<u>WAGES</u>
1074	Caughlin,	80.00	1,538.46	0.00								0	0.00	170.75	\$1,538.46
1210	Forstall,	70.50	948.23	0.00								0	0.00	70.50	\$948.23
1310	Fortin,	80.00	1,800.38	0.00								0	0.00	209.25	\$1,800.38
1437	Marshall,	66.00	660.00	0.00								0	0.00	66.00	\$660.00
1285	Mossey,	79.50	1,147.19	0.00								0	0.00	79.50	\$1,147.19
1351	White, Derek	79.75	1,026.38	0.00								0	0.00	79.75	\$1,026.38

		455.75	7,120.64	0.00								0	0.00	675.75	\$7,120.64

User: dfeuerstein1[1244]

Run Date: 11/1/2019 Run Time: 11:17 AM

Paylocity Corporation

Packet Pg. 49

Attachment: Payroll Hours Report dated October 25, 2019 (2069 : Payroll Hours Report dated October 25,

00_PAYROLL WAGE & HOURS REPORT_REVISED 2

City of Bay St Louis (48853)

From: 10/25/2019 Through: 10/25/2019

	455.75	7,120.64	0.00				0	0.00	675.75 \$7,120.64
Group Total Records: 6									

00_PAYROLL WAGE & HOURS REPORT_REVISED 2

City of Bay St Louis (48853)

From: 10/25/2019 Through: 10/25/2019

8,856.00	133,542.82	738.90	13,980.4	277.50	4,375.95	178.22	2,908.25	246.49	3,647.63	91	1700.97	11,132.2	\$160,351.4
			7									5	

Report Total Records: 125



Finance Department Report

To: City Council
From: Sissy Gonzales, Comptroller
Date: November 5, 2019
Subject: Spread Proof of Publication for Ordinance Number 639-09-2019, An Ordinance of the Mayor and City Council of the City of Bay Saint Louis Adopting Salary Schedule Establishing Salary Compensation for Officers, Employees and Open Position of the City of Bay Saint Louis, on the Minutes.

Attachments:

1. Proof of Publication for Ordinance Number 639-09-2019

The Sea Coast Echo

POST OFFICE BOX 2009
BAY SAINT LOUIS, MS 39521-2009

PROOF OF PUBLICATION

STATE OF MISSISSIPPI
HANCOCK COUNTY

PERSONALLY appeared before me the undersigned authority in and for said County and State, ROBERT LANGRELL, publisher of THE SEA COAST ECHO, a newspaper printed and published in the City of Bay Saint Louis, said County, who being duly sworn, deposes and says the publication of this notice hereunto annexed has been made in the said publication 1 weeks to-wit:

On the 12 day of October 2019
On the _____ day of _____ 2019
On the _____ day of _____ 2019
On the _____ day of _____ 2019

Robert Langrell

Publisher

Sworn to and subscribed before me A NOTARY PUBLIC

[Signature]
ID No. 64256
Commission Expires November 7, 2019
HANCOCK COUNTY

This 14 day of October 2019

CITY OF BAY ST. LOUIS
STATE OF MISSISSIPPI
There came on for consideration at a duly constituted meeting of the Mayor and City Council of the City of Bay St. Louis, Mississippi, held on the 25th day of September, 2019, the following Ordinance:
ORDINANCE NO. 639-09-2019
AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BAY ST. LOUIS ADOPTING SALARY SCHEDULE, ESTABLISHING SALARY COMPENSATION FOR OFFICERS, EMPLOYEES, AND OPEN POSITIONS OF THE CITY OF BAY ST. LOUIS
Thereupon Councilman DeSalvo offered and moved the adoption of the following resolution: RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BAY ST. LOUIS, MISSISSIPPI TO AMEND CITY ORDINANCE NO. 638-07-2019 AND TO ADOPT A SALARY SCHEDULE AND TO ESTABLISH SALARY COMPENSATION FOR OFFICERS, EMPLOYEES, AND OPEN POSITIONS OF THE CITY OF BAY ST. LOUIS
WHEREAS, Miss. Code Annotated § 21-8-21(2) provides that every officer or employee of the municipality shall receive such a salary of compensation as the Council shall by ordinance provide ("Payroll Ordinance"); and
WHEREAS, Miss. Code Annotated § 21-8-21(2) also provides that the salary compensation of all employees of such municipality shall be fixed by the Council from time to time, as occasion may demand; and
THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Bay St. Louis that the attached four (4) page amended personnel budget ordinance, attached hereto as Exhibit A, with total estimated salaries and employee benefits of \$5,636,052.87 is hereby adopted establishing the compensation rate for every officer, employee and open position of the City; and
NOW, THEREFORE BE IT ALSO ORDAINED, by the City Council that the Mayor of the City of Bay St. Louis is hereby authorized to fill any position as may exist on or after September 25, 2019 with a compensation rate not to exceed that specified amount for that particular position as reflected in the above referenced personnel budget ordinance; and
NOW, THEREFORE BE IT ALSO ORDAINED, that any and all ordinances or resolutions, or parts thereof, in conflict with this ordinance are hereby repealed.
NOW, THEREFORE BE IT ALSO ORDAINED, that the Ordinance shall be in full force and effect thirty (30) days after the date of passage, except where it should pass unanimously in which case, for the safety and benefit of the City, it shall go into effect immediately.
NOW, THEREFORE BE IT ALSO ORDAINED, that the City Clerk, pursuant to Miss. Code 21-13-11, provide notice of the adoption of the Ordinance in the Sea Coast Echo for one (1) time.
NOW, THEREFORE BE IT ALSO ORDAINED, that the Mayor, City Clerk, or any of their designees are authorized to take all actions, including the revision and administrative forms and procedures to effectuate the intent of this Resolution.
The foregoing Resolution was seconded by Councilman Seal and brought to a vote as follows:
Councilman Gary Knoblock YEA
Councilman Doug Seal NAY
Councilman Gene Hoffman YEA
Councilman Jeffery Reed NAY
Councilman Larry Smith YEA
Councilman Buddy Zimmerman YEA
Councilman Josh Desalvo YEA
After being reduced by writing and having received a majority of affirmative votes, the Council President declared that the Resolution was carried and the Ordinance adopted as set forth above on this the 25th day of September, 2019.
10/12/19

Attachment: Proof of Publication for Ordinance Number 639-09-2019 (2028 : Proof of Publication for Ordinance Number 639-09-2019)



Finance Department Report

To: City Council
From: Sissy Gonzales, Comptroller
Date: November 5, 2019
Subject: Spread Proof of Publication for Ordinance Number 640-09-2019, An Ordinance of the Mayor and City Council of the City of Bay Saint Louis Adopting Salary Schedule Establishing Salary Compensation for Officers, Employees and Open Position of the City of Bay Saint Louis, on the Minutes.

Attachments:

1. Proof of Publication for Ordinance Number 640-09-2019

The Sea Coast Echo

POST OFFICE BOX 2009
BAY SAINT LOUIS, MS 39521-2009

PROOF OF PUBLICATION

STATE OF MISSISSIPPI
HANCOCK COUNTY

PERSONALLY appeared before me the undersigned authority in and for said County and State, ROBERT LANGRELL, publisher of THE SEA COAST ECHO, a newspaper printed and published in the City of Bay Saint Louis, said County, who being duly sworn, deposes and says the publication of this notice hereunto annexed has been made in the said publication 1 weeks to-wit:

On the 12 day of October 2019
On the _____ day of _____ 2019
On the _____ day of _____ 2019
On the _____ day of _____ 2019



Publisher

Sworn to and subscribed before me A NOTARY PUBLIC



Notary Public
November 1, 2021

This 14 day of October 2019

CITY OF BAY ST. LOUIS
STATE OF MISSISSIPPI
There came on for consideration at a duly constituted meeting of the Mayor and City Council of the City of Bay St. Louis, Mississippi, held on the 25th day of September, 2019, the following Ordinance: ORDINANCE NO. 640-09-2019
AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BAY ST. LOUIS ADOPTING SALARY SCHEDULE ESTABLISHING SALARY COMPENSATION (FOR ONE EMPLOYEE ONLY) FOR OFFICERS, EMPLOYEES, AND OPEN POSITIONS OF THE CITY OF BAY ST. LOUIS
Thereupon Councilman Knoblock offered and moved the adoption of the following resolution: RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BAY ST. LOUIS, MISSISSIPPI TO AMEND CITY ORDINANCE NO. 634-09-2018 (FOR ONE EMPLOYEE ONLY) AND TO ADOPT A SALARY SCHEDULE AND TO ESTABLISH SALARY COMPENSATION FOR OFFICERS, EMPLOYEES, AND OPEN POSITIONS OF THE CITY OF BAY ST. LOUIS
WHEREAS, Miss. Code Annotated § 21-8-21(2) provides that every officer or employee of the municipality shall receive such a salary of compensation as the Council shall by ordinance provide ("Payroll Ordinance"); and
WHEREAS, Miss. Code Annotated § 21-8-21(2) also provides that the salary compensation of all employees of such municipality shall be fixed by the Council from time to time, as occasion may demand; and
THEREFORE, BE IT ORDAINED by the Mayor and the City Council of the City of Bay St. Louis that the attached one (1) page amended personnel budget ordinance, attached hereto as Exhibit A-1, with total estimated salaries and employee benefits of \$53,547.38 is hereby adopted establishing the compensation rate for every officer, employee and open position of the City; and
NOW, THEREFORE BE IT ALSO ORDAINED, by the City Council that the Mayor of the City of Bay St. Louis is hereby authorized to fill any open position as may exist from September 25, 2019, with a compensation rate not to exceed that specified amount for that particular position as reflected in the above referenced personnel budget ordinance; and
NOW, THEREFORE BE IT ALSO ORDAINED, that any and all ordinances or resolutions, or parts thereof, in conflict with this ordinance are hereby repealed.
NOW, THEREFORE BE IT ALSO ORDAINED, that the Ordinance shall be in full force and effect thirty (30) days after the date of passage, except where it should pass unanimously in which case, for the safety and benefit of the City, it shall go into effect immediately.
NOW, THEREFORE BE IT ALSO ORDAINED, that the City Clerk, pursuant to Miss. Code 21-13-11, provide notice of the adoption of the Ordinance in the Sea Coast Echo for one (1) time.
NOW, THEREFORE BE IT ALSO ORDAINED, that the Mayor, City Clerk, or any of their designees are authorized to take all actions, including the revision and administrative forms and procedures to effectuate the intent of this Resolution.
The foregoing Resolution was seconded by Councilman Seal and brought to a vote as follows:
Councilman Gary Knoblock YEA
Councilman Doug Seal YEA
Councilman Gene Hoffman YEA
Councilman Jeffery Reed YEA
Councilman Jeffery Smith YEA
Councilman Buddy Zimmerman ABSENT
Councilman Josh Desalvo YEA
After being reduced by writing and having received a majority of affirmative votes, the Council President declared that the Resolution was carried and the Ordinance adopted as set forth above on this the 25th day of September, 2019.
10/12/19

Attachment: Proof of Publication for Ordinance Number 640-09-2019 (2019 : Proof of Publication for Ordinance Number 640-09-2019)



Finance Department Report

To: City Council
From: Sissy Gonzales, Comptroller
Date: November 5, 2019
Subject: Spread Proof of Publication for Ordinance Number 641-09-2019, An Ordinance of the Mayor and City Council of the City of Bay Saint Louis Adopting Salary Schedule Establishing Salary Compensation for Officers, Employees and Open Position of the City of Bay Saint Louis, on the Minutes.

Attachments:

1. Proof of Publication Ordinance Number 641-09-2019

The Sea Coast Echo

4.F.a


POST OFFICE BOX 2009
BAY SAINT LOUIS, MS 39521-2009

PROOF OF PUBLICATION

STATE OF MISSISSIPPI
HANCOCK COUNTY

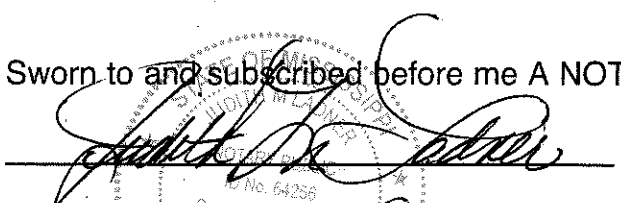
PERSONALLY appeared before me the undersigned authority in and for said County and State, ROBERT LANGRELL, publisher of THE SEA COAST ECHO, a newspaper printed and published the City of Bay Saint Louis, said County, who being duly sworn, deposes and says the publication of this notice hereunto annexed has been made in the said publication 1 weeks to-wit:


On the 12 day of October 2019
On the _____ day of _____ 2019
On the _____ day of _____ 2019
On the _____ day of _____ 2019



Publisher

Sworn to and subscribed before me A NOTARY PUBLIC



Commission Expires November 1, 2021
This 14 day of October 2019


CITY OF BAY ST. LOUIS
STATE OF MISSISSIPPI
There came on for consideration at a duly constituted meeting of the Mayor and City Council of the City of Bay St. Louis, Mississippi, held on the 25th day of September, 2019, the following Ordinance:
ORDINANCE NO. 641-09-2019
AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BAY ST. LOUIS ADOPTING SALARY SCHEDULE, ESTABLISHING SALARY COMPENSATION FOR OFFICERS, EMPLOYEES, AND OPEN POSITIONS OF THE CITY OF BAY ST. LOUIS
Thereupon Councilman Seal offered and moved the adoption of the following resolution: RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BAY ST. LOUIS, MISSISSIPPI TO AMEND CITY ORDINANCE NO. 638-07-2019 AND TO ADOPT A SALARY SCHEDULE AND TO ESTABLISH SALARY COMPENSATION FOR OFFICERS, EMPLOYEES, AND OPEN POSITIONS OF THE CITY OF BAY ST. LOUIS
WHEREAS, Miss. Code Annotated § 21-8-21(2) provides that every officer or employee of the municipality shall receive such a salary of compensation as the Council shall by ordinance provide ("Payroll Ordinance"); and
WHEREAS, Miss. Code Annotated § 21-8-21(2) also provides that the salary compensation of all employees of such municipality shall be fixed by the Council from time to time, as occasion may demand; and
THEREFORE BE IT ORDAINED by the Mayor and City Council of the City of Bay St. Louis that the attached four (4) page amended personnel budget ordinance, attached hereto as Exhibit A, with total estimated salaries and employee benefits of \$6,466,603.46 is hereby adopted establishing the compensation rate for every officer, employee and open position of the City; and
NOW, THEREFORE BE IT ALSO ORDAINED, by the City Council that the Mayor of the City of Bay St. Louis is hereby authorized to fill any position as may exist on or after September 25, 2019 with a compensation rate not to exceed that specified amount for that particular position as reflected in the above referenced personnel budget ordinance; and
NOW, THEREFORE BE IT ALSO ORDAINED, that any and all ordinances or resolutions, or parts thereof, in conflict with this ordinance are hereby repealed.
NOW, THEREFORE BE IT ALSO ORDAINED, that the Ordinance shall be in full force and effect thirty (30) days after the date of passage, except where it should pass unanimously in which case, for the safety and benefit of the City, it shall go into effect immediately.
NOW, THEREFORE BE IT ALSO ORDAINED, that the City Clerk, pursuant to Miss. Code 21-13-11, provide notice of the adoption of the Ordinance in the Sea Coast Echo for one (1) time.
NOW, THEREFORE BE IT ALSO ORDAINED, that the Mayor, City Clerk, or any of their designees are authorized to take all actions, including the revision and administrative forms and procedures to effectuate the intent of this Resolution.
The foregoing Resolution was seconded by Councilman DeSalvo and brought to a vote as follows:
Councilman Gary Knoblock YEA
Councilman Doug Seal YEA
Councilman Gene Hoffman YEA
Councilman Jeffery Reed YEA
Councilman Larry Smith YEA
Councilman Buddy Zimmerman YEA
Councilman Josh DeSalvo YEA
After being reduced by writing and having received a majority of affirmative votes, the Council President declared that the Resolution was carried and the Ordinance adopted as set forth above on this the 25th day of September, 2019.
10/12/19

Attachment: Proof of Publication Ordinance Number 641-09-2019 (2030 : Proof of Publication Ordinance Number 641-09-2019)



Administration Department Report

To: City Council
From: Sissy Gonzales, Comptroller
Date: November 5, 2019
Subject: Motion to approve the Bay Saint Louis Fire Department purchase of a 1997 C-3500 truck from the Forestry Commission for \$100.00.

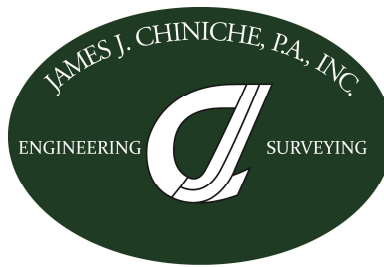


City Council Department Report

To: City Council
From: Lisa Tilley, Clerk of Council
Date: November 5, 2019
Subject: City Engineer Report dated November 5, 2019

Attachments:

1. City Engineer Report dated November 5, 2019



November 5, 2019

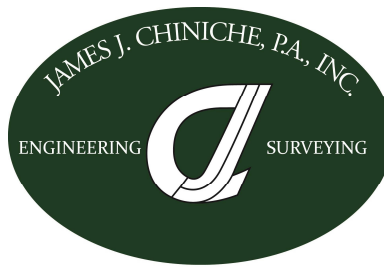
Engineering Report and Update

Discussion Items:

1. GRPC Grant Applications – Total Estimated Project Costs
 - a. HWY 603 Turning Lanes - \$225,000
 - b. Dunbar Ave Nature Trail (To Beach Blvd Along Magnolia Branch) - \$1,300,000
 - c. Ranch St. Sidewalk Extension - \$150,000
 - d. OST Lighting - \$750,000
 - e. Suebe St. Sidewalk Extension - \$450,000
 - f. Beach Blvd Pier Below HWY 90 - \$350,000

Project Updates

- 1) Public Works/Utilities
 - a) Seminary Drainage
 - i) Meeting with contractor this week to review site conditions to prepare a quote for cleaning and video inspection.
 - b) Webster St. Drainage
 - i) Secured ROE from property owner to allow City to enter the property to clean existing ditch and remove debris currently obstructing storm water flow. Upon inspection week of 4.22.19, there was still growth in the ditch section downstream and near the HDPE culvert entrance.
 - c) Sunset Dr. to Dunbar Ave. Sewer Line Repair
 - i) Discussing potential funding from MSDEQ – submitted additional information to MDEQ this week for funding consideration.
 - d) Lift Station 1 and 43 Repairs
 - i) Discussing funding with MSDEQ – submitted additional information to MDEQ this week for funding consideration.
 - e) 498 Vine Circle – drainage improvements schedule by Public Works
 - f) 509 Spanish Acres Drive – proposed drainage improvements being developed
 - g) Building repairs – coordinating with multiple design professionals regarding repairs needed to Community Hall (roof leak – may still be under warranty), Fire Station 1 window leaks and Parking Garage paint and structural metal repairs.



- 2) Building Department (CFM/CRS)
 - a) CFM – Currently working with MEMA on Flood Plain Ordinance Revisions
 - b) CRS – coordinating with MEMA and MS Rating Bureau for recertification per 2017 CRS Manual
 - c) Working on identifying State owned property for drainage and other improvements
- 3) Carrol Ave Safe Routes Project
 - a) Coordinating Close Out with MDOT
- 4) Public Safety Complex
 - a) NA
- 5) City Wide Drainage Plan - NA
- 6) City Wide Paving Plan - NA
- 7) Beyer Drive Sidewalk Improvements
 - a) PE contract approved by MDOT
- 8) Washington St. Pathway Improvements
 - a) PE Contract approved by MDOT
- 9) Downtown Connectivity Study
 - a) Coordinating with MDOT on MOU approval.
- 10) MEMA Hazard Mitigation Grants – setting up meeting with MEMA representatives to discuss possible funding.



Finance Department Report

To: City Council
From: Sissy Gonzales, Comptroller
Date: November 5, 2019
Subject: Motion to spread the Bay Saint Louis Payroll, for an individual, in the amount of \$1,408.00, dated October 25, 2019, on the Minutes.

Attachments:

1. Payroll for an individual dated October 25, 2019

00_Council Report_Only MBurch

City of Bay St Louis (48853)

From: 10/25/2019 Through: 10/25/2019

Fund - Code - Current: 1

Department - Name - Current: Administration

<u>Fund</u>	<u>Dept</u>	<u>Dept Name</u>	<u>Emp#</u>	<u>Last, First</u>	<u>Rate</u>	<u>Gross</u>	<u>Dental</u>	<u>Life</u>	<u>Health</u>	<u>PERS</u>	<u>Medi</u>	<u>SS</u>	<u>Total</u>
1	120	Administrat	1182	Burch, Mary	17.60	1,408.00	13.91	4.40	261.91	244.99	17.88	76.45	2,027.51

00_Council Report_Only MBurch

City of Bay St Louis (48853)

From: 10/25/2019 Through: 10/25/2019

6.A.a

Group Total Records: 1

User: dfeuerstein1[1244]

Run Date: 11/1/2019 Run Time: 11:16 AM

Paylocity Corporation

Packet Pg. 64

Attachment: Payroll for an individual dated October 25, 2019 (2068 : Payroll for an individual dated

00_Council Report_Only MBurch

City of Bay St Louis (48853)

From: 10/25/2019 Through: 10/25/2019

Report Total Records: 1

1,408.00 13.91 4.40 261.91 244.99 17.88 76.45 2,027.1



Finance Department Report

To: City Council
From: Sissy Gonzales, Comptroller
Date: November 5, 2019
Subject: Spread the Bay Saint Louis Cash Balances dated November 1, 2019, in the amount of \$3,863,735.32 on the Minutes.

Attachments:

1. Cash Balances dated November 1, 2019

CITY OF BAY ST LOUIS					
CASH BALANCES					
11/1/2019					
<u>FUND</u>	<u>TYPE</u>	<u>DESCRIPTION</u>	<u>Before</u>	<u>Docket</u>	<u>After</u>
001	COMMITTED	GENERAL FUND OPERATING	\$ 708,627.08	\$ 226,976.67	\$ 481,650.41
001	RESTRICTED	MUN FIRE REBATE FUND & 1/4 MILL	\$ 58,134.57	\$ 50,000.00	\$ 8,134.57
005	COMMITTED	MUNICIPAL RESERVE FUND	\$ 740,603.70		\$ 740,603.70
020	COMMITTED	NARCOTIC'S TASK FORCE ACCT	\$ 5,280.37		\$ 5,280.37
200	COMMITTED & RESTRICTED	DEBT SERVICE ACCOUNT	\$ 281,464.36	\$ 665.07	\$ 280,799.29
270	RESTRICTED	2016 ROAD & BRIDGE DEBT SERVICE	\$ 167,858.56		\$ 167,858.56
300	RESTRICTED	DOJ FUNDS	\$ 111,037.78		\$ 111,037.78
350	COMMITTED	COUNTY ROAD & BRIDGE	\$ 222,882.75		\$ 222,882.75
400	COMMITTED	UTILITY OPERATING FUND	\$ 395,415.60	\$ 61,022.50	\$ 334,393.10
400	COMMITTED	UTILITY CAPITAL AND MAINTENANCE	\$ 668,795.24		\$ 668,795.24
400	RESTRICTED	UTILITY METER DEPOSITS	\$ 407,087.42		\$ 407,087.42
450	COMMITTED	MUNICIPAL HARBOR FUND	\$ 289,322.77	\$ 12,938.51	\$ 276,384.26
450	COMMITTED	MUNICIPAL HARBOR CAPITAL & MAINTENANCE	\$ 65,140.44		\$ 65,140.44
650	RESTRICTED	COMMUNITY HALL ACCOUNT	\$ 39,637.96	\$ 2,950.00	\$ 36,687.96
654	RESTRICTED	UNEMPLOYMENT REVOLVING FUND	\$ 46,110.19		\$ 46,110.19
115	RESTRICTED	KATRINA SUPPLEMENTAL CDBG ACCOUNT	\$ 10,889.28		\$ 10,889.28
		TOTAL ALL FUNDS:	\$ 4,218,288.07	\$ 354,552.75	\$ 3,863,735.32

Attachment: Cash Balances dated November 1, 2019 (2059 : Cash Balances dated November 1, 2019)



Finance Department Report

To: City Council
 From: Sissy Gonzales, Comptroller
 Date: November 5, 2019
 Subject: Motion to approve the Bay Saint Louis Docket of Claims #19-040 dated November 5, 2019, in the amount of \$354,552.75.

FUND 001	GENERAL FUND	\$226,976.67
FUND 001	FIRE REBATE ACCOUNT	\$50,000.00
FUND 200	DEBT SERVICE FUND	\$665.07
FUND 400	UTILITY FUND	\$61,022.50
FUND 450	MUNICIPAL HARBOR FUND	\$12,938.51
FUND 650	COMMUNITY HALL UNEARNED	\$2,950.00
	TOTAL:	\$354,552.75

Attachments:

1. Docket of Claims #19-040 dated November 5, 2019
2. A/P Regular Open Item Register dated November 5, 2019
3. Purchase Order Receipt Register dated November 5, 2019

	CITY OF BAY ST. LOUIS_COUNCIL DOCKET_11/05/2019_19-040					
CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	PAGE 1 AMOUNT
16330	ADVANCE AUTO PARTS	10/29/2019	WATER PUMP UNIT 356	GENERAL FUND	POLICE	\$ 74.66
					TOTAL:	\$ 74.66
16401	AIRGAS	10/17/2019	WHEEL(6)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 16.80
16401		10/17/2019	HAZMAT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 2.35
16401		10/17/2019	SHIPPING	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 1.75
16400		10/17/2019	FUSION(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 114.36
16400		10/17/2019	SHIPPING	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 12.95
					TOTAL:	\$ 148.21
16422	ANTIONETTE RAY	10/29/2019	DEPOSIT REFUND	COMMUNITY HALL UNEARNED	NON-DEPARTMENTAL	\$ 300.00
					TOTAL:	\$ 300.00
16340	AT&T	10/13/2019	228 M69-7896 896_OCTOBER 2019	GENERAL FUND	ADMINISTRATION	\$ 1,978.25
16339		10/14/2019	COMM HALLS ELEVATORS/FIRE ALARMS	GENERAL FUND	ADMINISTRATION	\$ 182.52
16340		10/13/2019	228 M697896 896_OCTOBER 2019	UTILITY FUND	ADMINISTRATION	\$ 894.51
					TOTAL:	\$ 3,055.28
16380	B&J PIT STOP	10/2/2019	UNIT 359 OIL CHANGE	GENERAL FUND	POLICE	\$ 52.00
16379		10/18/2019	OIL CHANGE UNIT 189	GENERAL FUND	POLICE	\$ 52.00
16351		10/24/2019	OIL CHANGE UNIT 356	GENERAL FUND	POLICE	\$ 52.00
16351		10/24/2019	TIRE ROTATION UNIT 356	GENERAL FUND	POLICE	\$ 17.00
16349		10/25/2019	OIL CHANGE UNIT D-877	GENERAL FUND	POLICE	\$ 90.60
16350		10/25/2019	OIL CHANGE UNIT 567	GENERAL FUND	POLICE	\$ 79.94
					TOTAL:	\$ 343.54
16371	B.E.A.R. ELECTRICAL APPARATUS & REPAIR, INC.	10/15/2019	REPAIR 20HP MOTOR	UTILITY FUND	UTILITY OPERATIONS	\$ 4,136.00
16370		10/15/2019	10/4/2019 SERVICE CALL	UTILITY FUND	UTILITY OPERATIONS	\$ 250.00
16370		10/15/2019	10/7/2019 SERVICE CALL	UTILITY FUND	UTILITY OPERATIONS	\$ 160.00
					TOTAL:	\$ 4,546.00

Attachment: Docket of Claims #19-040 dated November 5, 2019 (2055 : Docket of Claims #19-040 dated

						PAGE 2
CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
16415	BANCORPSOUTH EQUIPMENT FINANCE	10/22/2019	PAY #8_2018 DUMP TRUCK	DEBT SERVICE FUND	DEBT SERVICE	\$ 665.07
					TOTAL:	\$ 665.07
16344	BEST BUY BUSINESS ADVANTAGE ACCOUNT	10/16/2019	BLACK CASE(1)	UTILITY FUND	UTILITY OPERATIONS	\$ 19.99
16344		10/16/2019	ZERO DAMAGE SCREEN PROTECTOR(1)	UTILITY FUND	UTILITY OPERATIONS	\$ 34.99
16344		10/16/2019	SHIPPING	UTILITY FUND	UTILITY OPERATIONS	\$ 18.22
					TOTAL:	\$ 73.20
16405	BLUE TARP FINANCIAL (DBA NORTHERN TOOL)	10/18/2019	DRUM CRADLE(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 114.99
					TOTAL:	\$ 114.99
16363	BRITTANY ROBERTS	10/24/2019	RESTITUTION REFUND	GENERAL FUND	NON-DEPARTMENTAL	\$ 50.00
16362		10/24/2019	RESTITUTION REFUND	GENERAL FUND	NON-DEPARTMENTAL	\$ 100.00
					TOTAL:	\$ 150.00
16335	CARQUEST AUTO PARTS	10/21/2019	ANITFREEZE(2)	GENERAL FUND	POLICE	\$ 32.28
16335		10/21/2019	RADIATOR(1)	GENERAL FUND	POLICE	\$ 207.63
16335		10/21/2019	COOLING FAN ASSEMBLY(1)	GENERAL FUND	POLICE	\$ 310.21
16335		10/21/2019	SERPENTINE BELT(1)	GENERAL FUND	POLICE	\$ 29.49
16328		10/22/2019	BATTERY BEP24-6(1)	GENERAL FUND	POLICE	\$ 129.99
16328		10/22/2019	BATTERY BEP24F-6(1)	GENERAL FUND	POLICE	\$ 129.99
16329		10/22/2019	BATTERY CHARGER(1)	GENERAL FUND	POLICE	\$ 147.29
16329		10/22/2019	AIR CHUCK(1)	GENERAL FUND	POLICE	\$ 10.68
16299		10/17/2019	HYDRAULIC HOSE(171)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 73.53
16299		10/17/2019	FITTING(2)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 15.54
16300		10/17/2019	FITTING(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 7.77
16300		10/17/2019	FITTING(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 21.52
16300		10/17/2019	HOSE(17)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 7.31
16301		10/17/2019	HYDRAULIC TRACTOR FLUID(2)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 95.98
16302		10/17/2019	HYDRAULIC FLUID(3)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 89.85
16298		10/17/2019	OIL ABSORBENT(10)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 79.50
16297		10/17/2019	FITTING(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 15.05

Attachment: Docket of Claims #19-040 dated November 5, 2019 (2055 : Docket of Claims #19-040 dated

						PAGE 3
CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
16297	CARQUEST AUTO PARTS	10/17/2019	FITTING(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 7.77
16297		10/17/2019	HYDRAULIC HOSE(216)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 92.88
16296		10/17/2019	FITTING(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 8.15
16296		10/17/2019	FITTING(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 15.05
16303		10/18/2019	TRAILER LIGHT KIT(2)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 127.38
					TOTAL:	\$ 1,654.84
16341	CENTER POINT ENERGY (ATMOS ENERGY)	10/14/2019	NAT. GAS PURCHASE_SEPTMBER 2019	UTILITY FUND	UTILITY OPERATIONS	\$ 13,474.49
					TOTAL:	\$ 13,474.49
16331	CHARLIE PERNICIARO	9/25/2019	RADIATOR FAN UNIT 816(1)	GENERAL FUND	POLICE	\$ 80.00
16333		10/21/2019	IDLER PULLEYS UNIT 355(3)	GENERAL FUND	POLICE	\$ 120.00
16333		10/21/2019	LABOR	GENERAL FUND	POLICE	\$ 60.00
16332		10/21/2019	ROTORS/BRAKE PADS UNIT 567(1)	GENERAL FUND	POLICE	\$ 395.00
16332		10/21/2019	2.7 HRS OF LABOR	GENERAL FUND	POLICE	\$ 160.00
16334		10/21/2019	FRONT BRAKE PADS(1)	GENERAL FUND	POLICE	\$ 95.00
16334		10/21/2019	FRONT ROTORS(2)	GENERAL FUND	POLICE	\$ 220.00
16334		10/21/2019	LABOR	GENERAL FUND	POLICE	\$ 80.00
					TOTAL:	\$ 1,210.00
16315	CINTAS UNIFORMS	10/17/2019	HARBOR UNIFORMS_10/17/2019	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 38.82
16360		10/24/2019	HARBOR UNIFORMS_10/24/2019	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 38.82
					TOTAL:	\$ 77.64
16359	CITY OF BAY SAINT LOUIS	10/24/2019	RESTITUTION PAYMENT	GENERAL FUND	NON-DEPARTMENTAL	\$ 100.00
16426		10/30/2019	TRF 1/4 MIL TO GF_CODE ERROR	FIRE REBATE ACCOUNT	ADMINISTRATION	\$ 50,000.00
16424		10/30/2019	TRF UTOP TO GF_PAYROLL&OTHER	UTILITY FUND	NON-DEPARTMENTAL	\$ 16,216.78
16427		10/30/2019	TRF COMM TO GF_REVENUE EARNED	COMMUNITY HALL UNEARNED	NON-DEPARTMENTAL	\$ 2,040.00
16425		10/30/2019	TRF COMM TO GF_OT REVENUE EARNED	COMMUNITY HALL UNEARNED	NON-DEPARTMENTAL	\$ 610.00
					TOTAL:	\$ 68,966.78

Attachment: Docket of Claims #19-040 dated November 5, 2019 (2055 : Docket of Claims #19-040 dated

						PAGE 4
CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
16417	COAST ELECTRIC POWER ASSOCIATION	10/18/2019	386820-015 HWY 603 TRAFFIC LIGHT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 63.00
16412		10/22/2019	386820-001 BSL LIGHTS #1	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 4,884.83
16412		10/22/2019	386820-027 SECURITY LIGHTS	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 1,269.28
16412		10/22/2019	386820-028 BSL LIGHTS/PARKS	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 347.74
16412		10/22/2019	386820-030 BSL LIGHTS #2	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 298.13
16412		10/22/2019	386820-032 BSL LIGHTS#3	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 3,778.40
16412		10/22/2019	386820-051 FIRE STATION #2	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 916.70
16416		10/22/2019	870474-005 603/SO RD 560	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 160.36
16416		10/22/2019	870474-006 HWY 603/CUZ'S	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 194.16
16412		10/22/2019	386820-004 LS #21 SPANISH ACRES	UTILITY FUND	UTILITY OPERATIONS	\$ 43.23
16412		10/22/2019	386820-010 OVERFLOW PUMP	UTILITY FUND	UTILITY OPERATIONS	\$ 39.25
16412		10/22/2019	386820-019 LS #23 OST	UTILITY FUND	UTILITY OPERATIONS	\$ 445.60
					TOTAL:	\$ 12,440.68
16367	COBURN'S SUPPLY COMPANY	10/15/2019	#415 GAS METERS(10)	UTILITY FUND	UTILITY OPERATIONS	\$ 3,755.10
					TOTAL:	\$ 3,755.10
16320	CONSOLIDATED PIPE & SUPPLY COMPANY	10/11/2019	1/2" COUPLING(25)	UTILITY FUND	UTILITY OPERATIONS	\$ 625.00
16320		10/11/2019	3/4" NIPPLE RED BRASS(25)	UTILITY FUND	UTILITY OPERATIONS	\$ 75.00
16320		10/11/2019	1-1/2X1 GALVANIZED 90 ELBOW(25)	UTILITY FUND	UTILITY OPERATIONS	\$ 200.00
16420		10/21/2019	REFUND 1-1/2X1 GALVANIZED 90 EL(25)	UTILITY FUND	UTILITY OPERATIONS	\$ (200.00)
16319		10/11/2019	1" REGULATOR(3)	UTILITY FUND	UTILITY OPERATIONS	\$ 225.00
16321		10/11/2019	NEPTUNE T10 PRO CODER(50)	UTILITY FUND	UTILITY OPERATIONS	\$ 7,000.00
16393		10/21/2019	1 1/4 X1 GALVANIZED 90 ELBOW(25)	UTILITY FUND	UTILITY OPERATIONS	\$ 200.00
					TOTAL:	\$ 8,125.00
16292	CPC TRAFFIC SIGNS	10/17/2019	SIGN(4)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 463.88
16292		10/17/2019	RIBS FOR SIGN(4)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 49.08
16292		10/17/2019	SIGN STAND(4)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 523.48
16292		10/17/2019	FREIGHT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 69.52
					TOTAL:	\$ 1,105.96

Attachment: Docket of Claims #19-040 dated November 5, 2019 (2055 : Docket of Claims #19-040 dated

						PAGE 5
CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
16326	CSPIRE	10/14/2019	BUILDING INSPECTORS IPADS	GENERAL FUND	BUILDING DEPARTMENT	\$ 68.38
16326		10/14/2019	UTILITY CALL OUT	UTILITY FUND	ADMINISTRATION	\$ 20.70
16326		10/14/2019	HARBORMASTER TELEPHONE	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 25.65
					TOTAL:	\$ 114.73
16369	CUEVAS MACHINE COMPANY, INC.	10/21/2019	MODIFY FUEL TANK	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 1,700.00
16368		10/21/2019	REPLACE FUEL TANK	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 6,500.00
					TOTAL:	\$ 8,200.00
16318	DAVID'S CHAINSAW & LAWNMOWER REPAIR	10/15/2019	BUTTONS(6)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 59.70
16318		10/15/2019	TRIM HEAD(6)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 161.70
					TOTAL:	\$ 221.40
16291	DIAMONDHEAD HARDWARE LLC	10/15/2019	14" BLADE(1)	UTILITY FUND	UTILITY OPERATIONS	\$ 65.00
					TOTAL:	\$ 65.00
16366	FASTENAL	10/8/2019	SPRAY(12)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 59.40
16403		10/15/2019	8" CABLE TIES(200)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 2.00
16403		10/15/2019	18"CABLE TIES(100)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 20.00
16402		10/18/2019	SAFETY GLASSES(12)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 29.88
16402		10/18/2019	GLASSES CLEANER(12)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 13.32
16402		10/18/2019	LARGE GLOVES(12)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 13.68
					TOTAL:	\$ 138.28
16317	FUELMAN	10/21/2019	FUELMAN_P.D. #7612	GENERAL FUND	POLICE	\$ 1,276.39
16389		10/28/2019	FUELMAN_P.D. #6856	GENERAL FUND	POLICE	\$ 1,287.78
16338		10/14/2019	FUELMAN_F.D.	GENERAL FUND	FIRE	\$ 234.89
16413		10/21/2019	FUELMAN_F.D.	GENERAL FUND	FIRE	\$ 254.70
					TOTAL:	\$ 3,053.76

Attachment: Docket of Claims #19-040 dated November 5, 2019 (2055 : Docket of Claims #19-040 dated

CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	PAGE 6 AMOUNT
16385	GLADYS DEDEAUX	10/24/2019	RESTITUTION REFUND	GENERAL FUND	NON-DEPARTMENTAL	\$ 20.00
16386		10/24/2019	RESTITUTION REFUND	GENERAL FUND	NON-DEPARTMENTAL	\$ 20.00
16384		10/24/2019	RESTITUTION REFUND	GENERAL FUND	NON-DEPARTMENTAL	\$ 9.00
16383		10/24/2019	RESTITUTION REFUND	GENERAL FUND	NON-DEPARTMENTAL	\$ 60.00
					TOTAL:	\$ 109.00
16404	GULF BREEZE LANDSCAPING, LLC	10/14/2019	BUSH HOGGING WARDS 1 THRU 6_10/8/2019	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 24,886.04
					TOTAL:	\$ 24,886.04
16342	GULFSOUTH PIPELINE	10/9/2019	GULFSOUTH PIPELINE_SEPTMBER 2019	UTILITY FUND	UTILITY OPERATIONS	\$ 4,262.77
					TOTAL:	\$ 4,262.77
16428	HC JUSTICE COURT	10/30/2019	GARNISHMENT FILING FEE	GENERAL FUND	ADMINISTRATION	\$ 50.00
					TOTAL:	\$ 50.00
16353	HR DIRECT	10/23/2019	RISK PROFILE TESTS	GENERAL FUND	POLICE	\$ 200.00
16353		10/23/2019	DISCOUNT	GENERAL FUND	POLICE	\$ (30.00)
					TOTAL:	\$ 170.00
16355	HUBBARDS HARDWARE	10/16/2019	CASE T8 BULBS(1)	GENERAL FUND	FIRE	\$ 90.00
16355		10/16/2019	700LUMEN LIGHTS(2)	GENERAL FUND	FIRE	\$ 50.00
					TOTAL:	\$ 140.00
16314	INNOVATIVE BUILDERS INC	10/2/2019	REPLACE WATER LINE_EVENT DECK	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 1,900.00
					TOTAL:	\$ 1,900.00
16409	JAMES J. CHINICHE, P.A. INC.	10/29/2019	SECRETARY OF STATE PROPERTY MAP	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 462.50
16408		10/29/2019	ENGINEERING SERVICES	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 1,000.00
16407		10/29/2019	PIER 5_HARBOR	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 887.50
					TOTAL:	\$ 2,350.00

Attachment: Docket of Claims #19-040 dated November 5, 2019 (2055 : Docket of Claims #19-040 dated

						PAGE 7
CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
16381	KEITH HESS	10/24/2019	RESTITUTION REFUND	GENERAL FUND	NON-DEPARTMENTAL	\$ 40.00
16382		10/24/2019	RESTITUTION REFUND	GENERAL FUND	NON-DEPARTMENTAL	\$ 40.00
					TOTAL:	\$ 80.00
16390	LIME PI DIGITAL, LLC	10/28/2019	MONTHLY WEB SERVICE_OCTOBER 2019	GENERAL FUND	CITY COUNCIL	\$ 500.00
					TOTAL:	\$ 500.00
16295	LOWE'S	10/7/2019	10FT LADDER(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 166.25
16294		10/7/2019	#2 PRIME(60)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 379.80
16294		10/7/2019	2X6X10 PRIME(10)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 78.70
16294		10/7/2019	2X6X16 PRIME(3)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 36.48
16294		10/7/2019	2X6X8 PRIME(6)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 35.22
16294		10/7/2019	5 LB 3" NAILS(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 28.60
16421		10/29/2019	PLYWOOD SHELVES(6)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 265.80
16288		10/17/2019	OFFICE REFRIGERATOR(1)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 122.55
					TOTAL:	\$ 1,113.40
16313	MAYLEY'S PEST CONTROL, LLC.	10/15/2019	FIRE STATION #1_OCTOBER 2019	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 125.00
16312		10/15/2019	FIRE STATION #2_OCTOBER 2019	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 80.00
					TOTAL:	\$ 205.00
16411	MEDIACOM	10/21/2019	F.S. #1 INTERNET	GENERAL FUND	ADMINISTRATION	\$ 206.90
16418		9/24/2019	F.S. #2 INTERNET	GENERAL FUND	ADMINISTRATION	\$ 206.90
					TOTAL:	\$ 413.80
16358	MICHELE BORNE	10/24/2019	CASH BOND REFUND	GENERAL FUND	NON-DEPARTMENTAL	\$ 250.00
					TOTAL:	\$ 250.00

Attachment: Docket of Claims #19-040 dated November 5, 2019 (2055 : Docket of Claims #19-040 dated

						PAGE 8
CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
16346	MISSISSIPPI POWER	10/14/2019	01239-14009 ST. FRANCIS ST	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 89.75
16346		10/14/2019	02135-28039 DUNBAR TRAFFIC LIGHT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 70.28
16346		10/14/2019	02475-32010 MAIN ST. LT METER	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 59.69
16346		10/14/2019	03268-85018 CTRL #7 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 88.35
16346		10/14/2019	03841-48010 HWY 90 TRAFFIC LIGHT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 137.51
16346		10/14/2019	04015-98007 MAIN ST. LT METER	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 58.69
16346		10/14/2019	04237-20110 MAIN ST. LT METER	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 72.08
16346		10/14/2019	04679-18047 DUNBAR SPLASH PAD	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 58.75
16346		10/14/2019	04997-75021 S BEACH BLVD LIGHTS	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 56.77
16346		10/14/2019	05633-98041 UNION ST. LIGHTS	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 58.59
16346		10/14/2019	06078-21009 MAIN ST. LT METER	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 57.77
16346		10/14/2019	06327-08000 CTRL#16 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 33.22
16346		10/14/2019	06493-43064 MAIN ST. LT METER	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 59.47
16346		10/14/2019	06735-45009 MAIN ST. LT METER	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 61.80
16346		10/14/2019	06774-59004 MAIN ST. LT METER	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 58.47
16346		10/14/2019	07061-27004 CTRL#11 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 57.91
16346		10/14/2019	08734-17013 DEPOT GROUNDS	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 55.06
16346		10/14/2019	09482-28019 BOOKTER SOFTBALL FIELD	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 244.41
16346		10/14/2019	10186-00006 SPC-DD-4 LT METER	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 102.36
16346		10/14/2019	10748-22013 CTRL #6 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 66.19
16346		10/14/2019	10791-48003 C.H. ANNEX LIGHTS	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 114.79
16346		10/14/2019	10834-92041 CTRL#2 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 55.10
16346		10/14/2019	10911-25022 CTRL#4 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 103.97
16346		10/14/2019	12788-76011 CTRL#5 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 79.55
16346		10/14/2019	14985-49019 CTRL#28 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 54.85
16346		10/14/2019	15070-53019 CTRL#29 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 26.18
16346		10/14/2019	16353-67048 SPC-DD-3 LT METER	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 64.21
16346		10/14/2019	18197-16018 CTRL#17 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 61.93
16346		10/14/2019	18225-93001 CTRL#18 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 24.73
16346		10/14/2019	18430-94003 CTRL#1 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 69.54
16346		10/14/2019	19631-85025 S BEACH BLVD LIGHTS	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 34.18
16346		10/14/2019	20430-97036 CTRL#9 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 59.58
16346		10/14/2019	20915-15027 SPC-DD-1 LT METER	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 91.81
16346		10/14/2019	20931-23027 CTRL#23 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 57.11
16346		10/14/2019	20976-92005 DEPOT GROUNDS	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 55.37
16346		10/14/2019	229551-85001 DEPOT GROUNDS	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 54.62

Attachment: Docket of Claims #19-040 dated November 5, 2019 (2055 : Docket of Claims #19-040 dated

						PAGE 9
CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
16346	MISSISSIPPI POWER	10/14/2019	24519-50068 CTRL#8 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 60.22
16346		10/14/2019	24743-62002 WASHINGTON ST LIGHTS	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 74.48
16346		10/14/2019	24923-28008 CTRL#26 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 58.55
16346		10/14/2019	25490-44002 CTRL#12 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 20.28
16346		10/14/2019	26425-22023 CTRL#20 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 42.12
16346		10/14/2019	28236-26082 SPC-DD-2 LT METER	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 60.46
16346		10/14/2019	30466-71017 CTRL#19 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 20.28
16346		10/14/2019	30806-92005 CTRL#15 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 22.97
16346		10/14/2019	30979-62094 CTRL#13 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 83.60
16346		10/14/2019	32141-01008 CTRL#24 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 58.03
16346		10/14/2019	33281-46017 BOOKER CONCESSION	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 66.19
16346		10/14/2019	42621-47002 BLSL ST. LIGHTS	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 12,138.38
16346		10/14/2019	43251-47004 BLC1 MAIN ST.	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 51.54
16346		10/14/2019	43350-26003 CTRL#22 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 57.41
16346		10/14/2019	43521-48017 HWY 90 LIGHTS	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 94.22
16346		10/14/2019	43941-48017 HWY 90 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 92.35
16346		10/14/2019	45201-48014 HWY 90 2ND LIGHTS	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 150.25
16346		10/14/2019	45443-30005 CTRL#25 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 57.20
16346		10/14/2019	48921-47003 BLC3 OST	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 220.43
16346		10/14/2019	49341-47014 CITY PARK/PLAYGROUND	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 54.88
16346		10/14/2019	53581-22018 CTRL#14 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 24.11
16346		10/14/2019	54481-48020 DEPOT GROUNDS	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 55.18
16346		10/14/2019	55721-47011 HWY 90 TRAFFIC	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 105.22
16346		10/14/2019	56081-06006 CTRL#27 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 57.81
16346		10/14/2019	59891-48008 JULIA/DUNBAR AVE	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 16.72
16346		10/14/2019	61574-95000 CTRL#3 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 94.61
16346		10/14/2019	65318-23002 CTRL#10 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 61.67
16346		10/14/2019	77341-49017 FELICITY CAUTION LIGHT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 54.62
16346		10/14/2019	85534-23017 CTRL#21 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 55.98
16346		10/14/2019	90381-48014 BEACH BLVD TRAFFIC LIGHT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 62.33
16346		10/14/2019	03516-58010 DUNBAR SIREN	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 55.41
16346		10/14/2019	16346-47001 OST WARING SIREN	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 54.62
16346		10/14/2019	42621-47002 ENERGY SERVICE AGREEMENT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 3,650.00
16347		10/28/2019	02381-47012 LS#4 N BEACH BLVD	UTILITY FUND	UTILITY OPERATIONS	\$ 70.39
16347		10/28/2019	03192-96010 LS#5 N BEACH BLVD	UTILITY FUND	UTILITY OPERATIONS	\$ 92.22
16347		10/28/2019	03651-47002 LS#40 DUNBAR AVE	UTILITY FUND	UTILITY OPERATIONS	\$ 83.24

						PAGE 10
CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
16347	MISSISSIPPI POWER	10/28/2019	03956-29080 LS#41 JOHN BAPTIST	UTILITY FUND	UTILITY OPERATIONS	\$ 84.68
16347		10/28/2019	04721-47014 LS#17 EASTERBROOK ST	UTILITY FUND	UTILITY OPERATIONS	\$ 57.69
16347		10/28/2019	13297-23052 LS#43 FELICITY ST	UTILITY FUND	UTILITY OPERATIONS	\$ 791.72
16347		10/28/2019	14472-53000 LS#37 UNION ST	UTILITY FUND	UTILITY OPERATIONS	\$ 135.62
16347		10/28/2019	17956-66037 LS#42 UNION ST	UTILITY FUND	UTILITY OPERATIONS	\$ 71.57
16347		10/28/2019	24821-47019 LS#7 N. BEACH BLVD	UTILITY FUND	UTILITY OPERATIONS	\$ 65.11
16347		10/28/2019	27821-47006 LS#16 EASTERBROOK ST	UTILITY FUND	UTILITY OPERATIONS	\$ 83.12
16347		10/28/2019	33071-46008 LS#19 BOOKTER ST	UTILITY FUND	UTILITY OPERATIONS	\$ 112.01
16347		10/28/2019	37841-48011 LS#8 DUNBAR AVE	UTILITY FUND	UTILITY OPERATIONS	\$ 239.09
16347		10/28/2019	38759-34010 LS#2 S. BEACH BLVD	UTILITY FUND	UTILITY OPERATIONS	\$ 81.56
16347		10/28/2019	40851-49000 LS#39 ST. CHARLES ST	UTILITY FUND	UTILITY OPERATIONS	\$ 72.28
16347		10/28/2019	44301-47018 LS#10 DUNBAR AVE	UTILITY FUND	UTILITY OPERATIONS	\$ 430.54
16347		10/28/2019	46611-47006 LS#1 CENTRAL AVE	UTILITY FUND	UTILITY OPERATIONS	\$ 638.25
16347		10/28/2019	49251-49000 LS#22 SPANISH ACRES DR	UTILITY FUND	UTILITY OPERATIONS	\$ 94.58
16347		10/28/2019	50651-48017 LS#6 N BEACH BLVD	UTILITY FUND	UTILITY OPERATIONS	\$ 74.97
16347		10/28/2019	51091-48008 LS#9 FELICITY ST	UTILITY FUND	UTILITY OPERATIONS	\$ 182.08
16347		10/28/2019	55281-48008 LS#32 ENGMAN AVE	UTILITY FUND	UTILITY OPERATIONS	\$ 189.56
16347		10/28/2019	65581-49023 LS#36 ATHLETIC DR	UTILITY FUND	UTILITY OPERATIONS	\$ 696.14
16347		10/28/2019	73381-48009 LS#3 S BEACH BLVD	UTILITY FUND	UTILITY OPERATIONS	\$ 87.73
16347		10/28/2019	78161-48014 LS#33 ENGMAN AVE	UTILITY FUND	UTILITY OPERATIONS	\$ 119.74
16347		10/28/2019	85091-48018 LS#34 POGO RD.	UTILITY FUND	UTILITY OPERATIONS	\$ 184.65
16347		10/28/2019	85721-48011 LS#35 N BEACH BLVD	UTILITY FUND	UTILITY OPERATIONS	\$ 125.32
16347		10/28/2019	88911-49007 LS#15 MAIN ST.	UTILITY FUND	UTILITY OPERATIONS	\$ 76.19
16347		10/28/2019	96461-47014 LS#11 RUELLA AVE	UTILITY FUND	UTILITY OPERATIONS	\$ 271.05
					TOTAL:	\$ 25,597.86
16357	MS MUNICIPAL LIABILITY PLAN	10/25/2019	LIABILITY COVERAGE_2020	GENERAL FUND	ADMINISTRATION	\$ 128,191.68
					TOTAL:	\$ 128,191.68
16397	NAPA AUTO PARTS	10/23/2019	FRONT PAD(1)	GENERAL FUND	BUILDING DEPARTMENT	\$ 18.99
16397		10/23/2019	REAR BRAKE PAD(1)	GENERAL FUND	BUILDING DEPARTMENT	\$ 18.99
16397		10/23/2019	OIL FILTER(1)	GENERAL FUND	BUILDING DEPARTMENT	\$ 1.61
16397		10/23/2019	AIR FILTER(1)	GENERAL FUND	BUILDING DEPARTMENT	\$ 9.02
16397		10/23/2019	CYLINDER BRAKE(1)	GENERAL FUND	BUILDING DEPARTMENT	\$ 78.96

						PAGE 11
CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
16337	NAPA AUTO PARTS	10/21/2019	DOOR LOCK ACTUATOR(1)	GENERAL FUND	POLICE	\$ 227.03
16336		10/21/2019	BELT TENSIONER PULLEY(1)	GENERAL FUND	POLICE	\$ 22.15
16336		10/21/2019	GROOVED IDLER(1)	GENERAL FUND	POLICE	\$ 34.29
16336		10/21/2019	SMOOTH IDLER(1)	GENERAL FUND	POLICE	\$ 15.49
16336		10/21/2019	THERMOSTAT(1)	GENERAL FUND	POLICE	\$ 17.31
16356		10/14/2019	DIESEL FLUID(10)	GENERAL FUND	FIRE	\$ 97.90
16311		10/17/2019	FUEL PUMP FILTER(2)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 22.12
16304		10/17/2019	HEADLIGHT BULB(4)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 11.28
16304		10/17/2019	CAPSULE(4)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 11.28
16305		10/17/2019	HOSE FITTING(8)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 63.76
16305		10/17/2019	HYDRAULIC HOSE(4)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 20.88
16306		10/17/2019	FITTING(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 11.26
16306		10/17/2019	FITTING(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 6.84
16306		10/17/2019	HOSE(.50)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 2.24
16306		10/17/2019	FITTING(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 8.33
16306		10/17/2019	HOSE(18)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 80.64
16306		10/17/2019	FITTING(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 6.84
16307		10/17/2019	HYDRAULIC FILTER(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 112.64
16308		10/17/2019	ADAPTER(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 3.28
16308		10/17/2019	COUPLER(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 16.83
16308		10/17/2019	THREADSEAL TAPE(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 1.84
16308		10/17/2019	ADAPTER(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 12.56
16309		10/18/2019	HYDRAULIC HOSE(2)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 585.56
16310		10/18/2019	BUSHING BODY(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 345.34
					TOTAL:	\$ 1,865.26
16352	NORTHSHORE COMPUTER SERVICES, LLC	10/29/2019	COMPLETE IT COVERAGE	GENERAL FUND	CITY COUNCIL	\$ 2,600.00
					TOTAL:	\$ 2,600.00
16345	ONE STOP GOODYEAR AUTO	10/21/2019	NEW TIRES UNIT 567(4)	GENERAL FUND	POLICE	\$ 582.36
16377		10/22/2019	NEW TIRES UNIT 359(4)	GENERAL FUND	POLICE	\$ 557.92
					TOTAL:	\$ 1,140.28

						PAGE 12
CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
16388	PAYLOCITY	10/25/2019	PAYLOCITY	GENERAL FUND	ADMINISTRATION	\$ 1,837.98
					TOTAL:	\$ 1,837.98
16406	PORT CITY PIPE, INC	10/24/2019	6" STRAIGHT TEE(8)	UTILITY FUND	UTILITY OPERATIONS	\$ 315.76
16406		10/24/2019	6" SEWER TEE(8)	UTILITY FUND	UTILITY OPERATIONS	\$ 198.32
16406		10/24/2019	REGULATOR(12)	UTILITY FUND	UTILITY OPERATIONS	\$ 1,114.20
16406		10/24/2019	SHIPPING	UTILITY FUND	UTILITY OPERATIONS	\$ 100.00
					TOTAL:	\$ 1,728.28
16324	POWER DMS, INC	9/1/2019	POWER DMS, INC	GENERAL FUND	POLICE	\$ 1,946.70
					TOTAL:	\$ 1,946.70
16289	PRINT DIRT CHEAP	9/9/2019	DIE CUT STICKERS(1)	GENERAL FUND	POLICE	\$ 141.54
16289		9/9/2019	SHIPPING	GENERAL FUND	POLICE	\$ 27.29
16289		9/9/2019	DISCOUNT	GENERAL FUND	POLICE	\$ (14.15)
					TOTAL:	\$ 154.68
16287	R.L. "ED" EDWARDS, ATTORNEY & COUNSELOR	10/17/2019	PROSECUTOR_SEPTMBER 2019	GENERAL FUND	JUDICIAL	\$ 1,000.00
16286		10/17/2019	PROSECUTOR_OCTOBER 2019	GENERAL FUND	JUDICIAL	\$ 1,000.00
					TOTAL:	\$ 2,000.00
16414	RJ YOUNG COMPANY	10/24/2019	COURT COPIER_BASE	GENERAL FUND	JUDICIAL	\$ 84.86
16414		10/24/2019	COURT COPIER_OVERAGE	GENERAL FUND	JUDICIAL	\$ 52.03
16414		10/24/2019	BUILDING COPIER_BASE	GENERAL FUND	BUILDING DEPARTMENT	\$ 84.86
16414		10/24/2019	BUILDING COPIER_OVERAGE	GENERAL FUND	BUILDING DEPARTMENT	\$ 52.03
16414		10/24/2019	FIRE COPIER	GENERAL FUND	FIRE	\$ 3.55
					TOTAL:	\$ 277.33

Attachment: Docket of Claims #19-040 dated November 5, 2019 (2055 : Docket of Claims #19-040 dated

						PAGE 13
CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
16387	S&L OFFICE SUPPLIES , INC	10/28/2019	POSTAGE INK(1)	GENERAL FUND	ADMINISTRATION	\$ 39.95
16419		10/30/2019	POSTAGE INK(1)	GENERAL FUND	ADMINISTRATION	\$ 39.95
16290		10/16/2019	STOP WORK NOTICES(250)	GENERAL FUND	BUILDING DEPARTMENT	\$ 125.00
16293		10/18/2019	DRY ERASE BOARD(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 54.50
16395		10/24/2019	DATEBOOK 2020(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 22.68
16395		10/24/2019	DESK CALENDAR(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 5.71
16395		10/24/2019	REINFORCEMENTS(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 1.11
16396		10/24/2019	FILE ORGANIZER(3)	UTILITY FUND	UTILITY OPERATIONS	\$ 19.95
16316		10/16/2019	BUSINESS CARDS _C. FORTIN	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 45.00
16361		10/24/2019	BLEACH(1)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 22.62
16361		10/24/2019	LINERS(1)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 69.25
16361		10/24/2019	GRIP N' GRAB(1)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 18.42
					TOTAL:	\$ 464.14
16327	SEA COAST ECHO	10/12/2019	ORDINANCE 639-09-2019	GENERAL FUND	ADMINISTRATION	\$ 68.16
16327		10/12/2019	ORDINANCE 640-09-2019	GENERAL FUND	ADMINISTRATION	\$ 69.12
16327		10/12/2019	ORDINANCE 641-09-2019	GENERAL FUND	ADMINISTRATION	\$ 68.16
16325		10/19/2019	CONSULTING SERVICE	GENERAL FUND	ADMINISTRATION	\$ 176.36
16325		10/19/2019	ENGINEERING SERVICE	GENERAL FUND	ADMINISTRATION	\$ 177.90
16327		10/12/2019	P&Z LEGAL AD	GENERAL FUND	BUILDING DEPARTMENT	\$ 180.00
					TOTAL:	\$ 739.70
16374	SOUTH MISSISSIPPI BUSINESS MACHINES	9/26/2019	COUNCIL COPIER _MX-6050V	GENERAL FUND	CITY COUNCIL	\$ 146.00
16375		10/16/2019	COUNCIL COPIER _MX-6050V	GENERAL FUND	CITY COUNCIL	\$ 146.00
16423		10/30/2019	COUNCIL COPIER _OVERAGE	GENERAL FUND	CITY COUNCIL	\$ 59.93
					TOTAL:	\$ 351.93
16398	SUN COAST CLAYS BUSINESS SUPPLY	10/18/2019	TISSUE JUMBO(2)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 44.30
16398		10/18/2019	TOILET PAPER(2)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 79.90
16398		10/18/2019	LEMON POLISH(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 42.00
16398		10/18/2019	BLEACH(2)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 29.96
16398		10/18/2019	FABULOSO(2)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 99.04
16398		10/18/2019	LINERS(2)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 63.98

Attachment: Docket of Claims #19-040 dated November 5, 2019 (2055 : Docket of Claims #19-040 dated

						PAGE 14
CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
16398	SUN COAST CLAYS BUSINESS SUPPLY	10/18/2019	MOP HEADS(2)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 22.30
16399		10/18/2019	MEDIUM GLOVES(4)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 30.00
16399		10/18/2019	TISSUE JUMBO(4)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 88.60
16399		10/18/2019	TOWELS MULTI(4)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 76.00
16399		10/18/2019	TOWELS(3)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 74.97
16399		10/18/2019	DISINFECTANT(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 9.88
16399		10/18/2019	FABULOSO(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 49.52
16399		10/18/2019	VAC BAGS(12)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 38.40
16399		10/18/2019	CLEANER(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 55.92
16399		10/18/2019	MOP HANDLE(2)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 9.56
					TOTAL:	\$ 814.33
16322	TIRE SPOT	10/14/2019	TIRE REPAIR	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 55.00
					TOTAL:	\$ 55.00
16394	TRACTOR SUPPLY CREDIT PLAN	10/23/2019	BERMUDA GRASS 25LB(2)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 239.98
16394		10/23/2019	RYE GRASS 50LB(6)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 239.94
					TOTAL:	\$ 479.92
16343	UTILITY MANAGEMENT CORPORATION	10/18/2019	UTILITY MANAGEMENT_SEPTEMBER 2019	UTILITY FUND	UTILITY OPERATIONS	\$ 700.00
					TOTAL:	\$ 700.00
16364	WARING OIL	10/14/2019	GAS & DIESEL	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 1,563.22
16372		10/21/2019	GAS & DIESEL	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 1,323.22
16410		10/24/2019	HARBOR GAS	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 9,769.88
					TOTAL:	\$ 12,656.32
16373	WARRAN AUTOMOTIVE, INC.	10/23/2019	GRAPPLE TRUCK REPAIRS	UTILITY FUND	UTILITY OPERATIONS	\$ 1,401.54
					TOTAL:	\$ 1,401.54

Attachment: Docket of Claims #19-040 dated November 5, 2019 (2055 : Docket of Claims #19-040 dated

						PAGE 15
CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
16376	WAYNE B DOWDLE JR	10/24/2019	CASH BOND REFUND	GENERAL FUND	NON-DEPARTMENTAL	\$ 1,000.00
					TOTAL:	\$ 1,000.00
16391	WESCO	10/18/2019	LED BULB(4)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 11.00
16365		10/10/2019	50 W 12 LIGHTS(18)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 34.20
					TOTAL:	\$ 45.20
		FUND 001	GENERAL FUND	\$226,976.67		
		FUND 001	FIRE REBATE ACCOUNT	\$50,000.00		
		FUND 200	DEBT SERVICE FUND	\$665.07		
		FUND 400	UTILITY FUND	\$61,022.50		
		FUND 450	MUNICIPAL HARBOR FUND	\$12,938.51		
		FUND 650	COMMUNITY HALL UNEARNED	\$2,950.00		
			TOTAL:	\$354,552.75		

Attachment: Docket of Claims #19-040 dated November 5, 2019 (2055 : Docket of Claims #19-040 dated

10/31/2019 10:29 AM
PACKET: 09166 11.05.2019 DOCKET
VENDOR SET: 01 CITY OF BAY ST. LOUIS
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

A/P Regular Open Item Register

PAGE: 1

6.C.b

-----ID-----							
POST DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	-----ACCOUNT NAME-----		DISTRIBUTION
=====							
01-02486	ANTIONETTE RAY						
I-201910302412		DEPOSIT REFUND	300.00				
11/05/2019	COMM	DUE: 10/29/2019 DISC: 10/29/2019		1099: N			
		DEPOSIT REFUND		650 000-152-004	RENTAL DEPOSITS-OLD TOWN	300.00	
=== VENDOR TOTALS ===			300.00				
=====							
01-00136	AT&T						
I-201910302406		228 M697896 896_OCTOBER 2019	894.51				
11/05/2019	UTOP	DUE: 10/13/2019 DISC: 10/13/2019		1099: N			
		228 M697896 896_OCTOBER 2019		400 120-530-000	TELEPHONE EXPENSE	894.51	
I-201910302407		228 M69-7896 896_OCTOBER 2019	1,978.25				
11/05/2019	AP	DUE: 10/13/2019 DISC: 10/13/2019		1099: N			
		228 M69-7896 896_OCTOBER 2019		001 120-530-000	TELEPHONE EXPENSE	1,978.25	
=== VENDOR TOTALS ===			2,872.76				
=====							
01-00138	AT&T						
I-201910292398		COMM HALLS ELEVATOR/FIRE ALAR	182.52				
11/05/2019	AP	DUE: 10/14/2019 DISC: 10/14/2019		1099: N			
		COMM HALLS ELEVATOR/FIRE ALARM		001 120-530-000	TELEPHONE EXPENSE	182.52	
=== VENDOR TOTALS ===			182.52				
=====							
01-00781	BANCORPSOUTH EQUIPMENT FINANCE						
I-670612		PAY #8 2018 DUMP TRUCK	665.07				
11/05/2019	DEBT	DUE: 10/22/2019 DISC: 10/22/2019		1099: N			
		PAY #8_2018 DUMP TRUCK		200 000-805-016	DUMP TRUCK	665.07	
=== VENDOR TOTALS ===			665.07				
=====							
01-02123	BRITTANY ROBERTS						
I-201910302421		RESTITUTION REFUND	50.00				
11/05/2019	AP	DUE: 10/24/2019 DISC: 10/24/2019		1099: N			
		RESTITUTION REFUND		001 000-156-000	RESTITUTION PAYABLE	50.00	
I-201910302422		RESTITUTION REFUND	100.00				
11/05/2019	AP	DUE: 10/24/2019 DISC: 10/24/2019		1099: N			
		RESTITUTION REFUND		001 000-156-000	RESTITUTION PAYABLE	100.00	
=== VENDOR TOTALS ===			150.00				

Attachment: A/P Regular Open Item Register dated November 5, 2019 (2055 : Docket of Claims #19-040

10/31/2019 10:29 AM
PACKET: 09166 11.05.2019 DOCKET
VENDOR SET: 01 CITY OF BAY ST. LOUIS
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

A/P Regular Open Item Register

PAGE: 4

6.C.b

-----ID-----	POST DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====							
01-00278	CENTER POINT ENERGY (ATMOS ENE						
I-586776			NAT. GAS PURCHASE SEPT 2019	13,474.49			
11/05/2019	UTOP		DUE: 10/14/2019 DISC: 10/14/2019		1099: N		
			NAT. GAS PURCHASE SEPT 2019		400 700-617-000	NATURAL GAS PURCHASE	13,474.49
=== VENDOR TOTALS ===				13,474.49			
=====							
01-01268	CINTAS UNIFORMS						
I-4032710502			HARBOR UNIFORMS 10/17/2019	38.82			
11/05/2019	HARB		DUE: 10/17/2019 DISC: 10/17/2019		1099: N		
			HARBOR UNIFORMS 10/17/2019		450 120-615-000	UNIFORMS	38.82
I-4033257115			HARBOR UNIFORMS 10/24/2019	38.82			
11/05/2019	HARB		DUE: 10/24/2019 DISC: 10/24/2019		1099: N		
			HARBOR UNIFORMS 10/24/2019		450 120-615-000	UNIFORMS	38.82
=== VENDOR TOTALS ===				77.64			
=====							
01-00087	CITY OF BAY SAINT LOUIS						
I-201910302408			TRF COMM TO GF REV EARNED	2,040.00			
11/05/2019	COMM		DUE: 10/30/2019 DISC: 10/30/2019		1099: N		
			TRF COMM TO GF REV EARNED		650 000-133-001	DEFERRED REVENUE-COMM HA	2,040.00
=== VENDOR TOTALS ===				2,040.00			
=====							
01-00087	CITY OF BAY SAINT LOUIS						
I-201910302409			TRF 1/4 MIL TO GF CODE ERROR	50,000.00			
11/05/2019	FIRE		DUE: 10/30/2019 DISC: 10/30/2019		1099: N		
			TRF 1/4 MIL TO GF CODE ERROR		001 120-503-002	DEBT SERVICE TRF. FIRE	50,000.00
=== VENDOR TOTALS ===				50,000.00			
=====							
01-00087	CITY OF BAY SAINT LOUIS						
I-201910302410			TRF COMM TO GF OT REV EARNED	610.00			
11/05/2019	COMM		DUE: 10/30/2019 DISC: 10/30/2019		1099: N		
			TRF COMM TO GF OT REV EARNED		650 000-133-004	DEFERRED REVENUE-OLD TOW	610.00
=== VENDOR TOTALS ===				610.00			

Attachment: A/P Regular Open Item Register dated November 5, 2019 (2055 : Docket of Claims #19-040

10/31/2019 10:29 AM
 PACKET: 09166 11.05.2019 DOCKET
 VENDOR SET: 01 CITY OF BAY ST. LOUIS
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

A/P Regular Open Item Register

PAGE: 2

6.C.b

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-00087	CITY OF BAY SAINT LOUIS					
I-201910302411		TRF UTOP TO GF PAYROLL&OTHER	16,216.78			
11/05/2019	UTOP	DUE: 10/30/2019 DISC: 10/30/2019		1099: N		
		TRF UTOP TO GF PAYROLL&OTHER		400 000-050-001	DUE TO/FROM GENERAL FUND	16,216.78
=== VENDOR TOTALS ===			16,216.78			
=====						
01-00087	CITY OF BAY SAINT LOUIS					
I-201910302420		RESTITUTION PAYMENT	100.00			
11/05/2019	AP	DUE: 10/24/2019 DISC: 10/24/2019		1099: N		
		RESTITUTION PAYMENT		001 000-156-000	RESTITUTION PAYABLE	100.00
=== VENDOR TOTALS ===			100.00			
=====						
01-00090	COAST ELECTRIC POWER ASSOCIATI					
I-38897		COAST ELECTRIC	63.00			
11/05/2019	AP	DUE: 10/18/2019 DISC: 10/18/2019		1099: N		
		386820-015HWY 603 TRAFF LIGHT		001 300-529-000	STREET LIGHTS	63.00
I-38937		COAST ELECTRIC	11,495.08			
11/05/2019	AP	DUE: 10/22/2019 DISC: 10/22/2019		1099: N		
		386820-001 BSL LIGHTS #1		001 300-529-000	STREET LIGHTS	4,884.83
		386820-027 SECURITY LIGHTS #1		001 300-529-000	STREET LIGHTS	1,269.28
		386820-028 BSL LIGHTS/PARKS		001 300-529-000	STREET LIGHTS	347.74
		386820-030 BSL LIGHTS #2		001 300-529-000	STREET LIGHTS	298.13
		386820-032 BSL LIGHTS#3		001 300-529-000	STREET LIGHTS	3,778.40
		386820-051 FIRE STATION #2		001 300-529-000	STREET LIGHTS	916.70
I-38937 1		COAST ELECTRIC	528.08			
11/05/2019	UTOP	DUE: 10/22/2019 DISC: 10/22/2019		1099: N		
		386820-004 LS #21 SPANISH ACRE		400 700-531-000	UTILITIES	43.23
		386820-010 OVERFLOW PUMP		400 700-531-000	UTILITIES	39.25
		386820-019 LS #23 OST		400 700-531-000	UTILITIES	445.60
I-38955		COAST ELECTRIC	354.52			
11/05/2019	AP	DUE: 10/22/2019 DISC: 10/22/2019		1099: N		
		870474-005 603/SO RD 560		001 300-529-000	STREET LIGHTS	160.36
		870474-006 HWY 603/CUZ'S		001 300-529-000	STREET LIGHTS	194.16
=== VENDOR TOTALS ===			12,440.68			

Attachment: A/P Regular Open Item Register dated November 5, 2019 (2055 : Docket of Claims #19-040

10/31/2019 10:29 AM
 PACKET: 09166 11.05.2019 DOCKET
 VENDOR SET: 01 CITY OF BAY ST. LOUIS
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

A/P Regular Open Item Register

PAGE:

6.C.b

-----ID-----						
POST DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-00179	CSPIRE					
I-201910292399		HARBORMASTER TELEPHONE	25.65			
11/05/2019	HARB	DUE: 10/14/2019 DISC: 10/14/2019		1099: N		
		HARBORMASTER TELEPHONE		450 120-530-000	TELEPHONE	25.65
I-201910292400		BUILDING INSPECTORS IPADS	68.38			
11/05/2019	AP	DUE: 10/14/2019 DISC: 10/14/2019		1099: N		
		BUILDING INSPECTORS IPADS		001 150-530-000	TELEPHONE EXPENSE	68.38
I-201910292402		UTILITY CALL OUT	20.70			
11/05/2019	UTOP	DUE: 10/14/2019 DISC: 10/14/2019		1099: N		
		UTILITY CALL OUT		400 120-530-000	TELEPHONE EXPENSE	20.70
		=== VENDOR TOTALS ===	114.73			
=====						
01-00094	FUELMAN					
I-NP57084234		FUELMAN F.D.	234.89			
11/05/2019	AP	DUE: 10/14/2019 DISC: 10/14/2019		1099: N		
		FUELMAN F.D.		001 260-616-000	FUEL EXPENSE	234.89
I-NP57107481		FUELMAN F.D.	254.70			
11/05/2019	AP	DUE: 10/21/2019 DISC: 10/21/2019		1099: N		
		FUELMAN F.D.		001 260-616-000	FUEL EXPENSE	254.70
I-NP57107612		FUELMAN P.D. #7612	1,276.39			
11/05/2019	AP	DUE: 10/21/2019 DISC: 10/21/2019		1099: N		
		FUELMAN P.D. #7612		001 200-616-000	FUEL EXPENSE	1,276.39
I-NP57136856		FUELMAN P.D. 36856	1,287.78			
11/05/2019	AP	DUE: 10/28/2019 DISC: 10/28/2019		1099: N		
		FUELMAN P.D. 36856		001 200-616-000	FUEL EXPENSE	1,287.78
		=== VENDOR TOTALS ===	3,053.76			
=====						
01-01726	GLADYS DEDEAUX					
I-201910302415		RESTITUTION REFUND	20.00			
11/05/2019	AP	DUE: 10/24/2019 DISC: 10/24/2019		1099: N		
		RESTITUTION REFUND		001 000-156-000	RESTITUTION PAYABLE	20.00
I-201910302416		RESTITUTION REFUND	20.00			
11/05/2019	AP	DUE: 10/24/2019 DISC: 10/24/2019		1099: N		
		RESTITUTION REFUND		001 000-156-000	RESTITUTION PAYABLE	20.00
I-201910302417		RESTITUTION REFUND	9.00			
11/05/2019	AP	DUE: 10/24/2019 DISC: 10/24/2019		1099: N		
		RESTITUTION REFUND		001 000-156-000	RESTITUTION PAYABLE	9.00

Attachment: A/P Regular Open Item Register dated November 5, 2019 (2055 : Docket of Claims #19-040

10/31/2019 10:29 AM
 PACKET: 09166 11.05.2019 DOCKET
 VENDOR SET: 01 CITY OF BAY ST. LOUIS
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

A/P Regular Open Item Register

PAGE:

6.C.b

-----ID-----							
POST DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	-----ACCOUNT NAME-----		DISTRIBUTION
01-01726	GLADYS DEDEAUX	(** CONTINUED **)					
I-201910302418		RESTITUTION REFUND	60.00				
11/05/2019	AP	DUE: 10/24/2019 DISC: 10/24/2019		1099: N			
		RESTITUTION REFUND		001 000-156-000	RESTITUTION PAYABLE	60.00	
		=== VENDOR TOTALS ===	109.00				
01-01302	GULF BREEZE LANDSCAPING, LLC						
I-B58072		BUSH HOGGING WARDS 1 THRU 6	24,886.04				
11/05/2019	AP	DUE: 10/14/2019 DISC: 10/14/2019		1099: N			
		BUSH HOGGING WARDS 1 THRU 6		001 300-550-000	GRASS CUTTING	24,886.04	
		=== VENDOR TOTALS ===	24,886.04				
01-00279	GULFSOUTH PIPELINE						
I-1901207		GULFSOUTH PIPELINE SEPT 2019	4,262.77				
11/05/2019	UTOP	DUE: 10/09/2019 DISC: 10/09/2019		1099: N			
		GULFSOUTH PIPELINE SEPT 2019		400 700-617-000	NATURAL GAS PURCHASE	4,262.77	
		=== VENDOR TOTALS ===	4,262.77				
01-00032	HC JUSTICE COURT						
I-201910302424		M.FRENCH GARNISHMENT FILINGFE	50.00				
11/05/2019	AP	DUE: 10/30/2019 DISC: 10/30/2019		1099: N			
		M.FRENCH GARNISHMENT FILINGFEE		001 120-544-000	LEGAL SERVICES	50.00	
		=== VENDOR TOTALS ===	50.00				
01-01635	JAMES J. CHINICHE, P.A. INC.						
I-15-00735		SEC OF STATE PROPERTY MAP	462.50				
11/05/2019	AP	DUE: 10/29/2019 DISC: 10/29/2019		1099: N			
		SEC OF STATE PROPERTY MAP		001 300-512-000	ENGINEERING	462.50	
I-15-0736 RET		ENGINEERING SERVICES	1,000.00				
11/05/2019	AP	DUE: 10/29/2019 DISC: 10/29/2019		1099: N			
		ENGINEERING SERVICES		001 300-512-000	ENGINEERING	1,000.00	
I-18-05412		PIER 5 HARBOR	887.50				
11/05/2019	HARB	DUE: 10/29/2019 DISC: 10/29/2019		1099: N			
		PIER 5 HARBOR		450 120-512-000	ENGINEERING-GRANT REIMB	887.50	
		=== VENDOR TOTALS ===	2,350.00				

Attachment: A/P Regular Open Item Register dated November 5, 2019 (2055 : Docket of Claims #19-040

10/31/2019 10:29 AM
 PACKET: 09166 11.05.2019 DOCKET
 VENDOR SET: 01 CITY OF BAY ST. LOUIS
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

A/P Regular Open Item Register

PAGE:

6.C.b

-----ID-----	POST DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====							
01-01167	KEITH HESS						
I-201910302413	11/05/2019	AP	RESTITUTION REFUND DUE: 10/24/2019 DISC: 10/24/2019 RESTITUTION REFUND	40.00	1099: N 001 000-156-000	RESTITUTION PAYABLE	40.00
I-201910302414	11/05/2019	AP	RESTITUTION REFUND DUE: 10/24/2019 DISC: 10/24/2019 RESTITUTION REFUND	40.00	1099: N 001 000-156-000	RESTITUTION PAYABLE	40.00
=== VENDOR TOTALS ===				80.00			
=====							
01-02195	LIME PI DIGITAL, LLC						
I-52073	11/05/2019	AP	MONTHLY WEB SERVICE DUE: 10/28/2019 DISC: 10/28/2019 MONTHLY WEB SERVICE	500.00	1099: N 001 100-510-000	COMPUTER/SOFTWARE	500.00
=== VENDOR TOTALS ===				500.00			
=====							
01-01300	MAYLEY'S PEST CONTROL, LLC.						
I-23155	11/05/2019	AP	FIRE STATION #1_OCTOBER 2019 DUE: 10/15/2019 DISC: 10/15/2019 FIRE STATION #1_OCTOBER 2019	125.00	1099: N 001 300-527-000	REPAIRS & MAINT - PROPER	125.00
I-23187	11/05/2019	AP	FIRE STATION #2_OCTOBER 2019 DUE: 10/15/2019 DISC: 10/15/2019 FIRE STATION #2_OCTOBER 2019	80.00	1099: N 001 300-527-000	REPAIRS & MAINT - PROPER	80.00
=== VENDOR TOTALS ===				205.00			
=====							
01-00370	MEDIACOM						
I-201910302404	11/05/2019	AP	F.S. #1 INTERNET DUE: 10/21/2019 DISC: 10/21/2019 F.S. #1 INTERNET	206.90	1099: N 001 120-530-000	TELEPHONE EXPENSE	206.90
I-201910302405	11/05/2019	AP	F.S. #2 INTERNET DUE: 9/24/2019 DISC: 9/24/2019 F.S. #2 INTERNET	206.90	1099: N 001 120-530-000	TELEPHONE EXPENSE	206.90
=== VENDOR TOTALS ===				413.80			

Attachment: A/P Regular Open Item Register dated November 5, 2019 (2055 : Docket of Claims #19-040

10/31/2019 10:29 AM
 PACKET: 09166 11.05.2019 DOCKET
 VENDOR SET: 01 CITY OF BAY ST. LOUIS
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

A/P Regular Open Item Register

PAGE:

6.C.b

-----ID-----	POST DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====							
01-02487	MICHELE BORNE						
I-201910302419			CASH BOND REFUND	250.00			
11/05/2019	AP		DUE: 10/24/2019 DISC: 10/24/2019		1099: N		
			CASH BOND REFUND		001 000-155-000	CASH BONDS PAYABLE	250.00
=== VENDOR TOTALS ===				250.00			
=====							
01-00091	MISSISSIPPI POWER						
I-201910282396			SUM #2 LIFT STATIONS	5,211.10			
11/05/2019	UTOP		DUE: 10/28/2019 DISC: 10/28/2019		1099: N		
			02381-47012 LS#4 N BEACH BLVD		400 700-531-000	UTILITIES	70.39
			03192-96010 LS#5 N BEACH BLVD		400 700-531-000	UTILITIES	92.22
			03651-47002 LS#40 DUNBAR		400 700-531-000	UTILITIES	83.24
			03956-29080 LS#41 JOHN BAPTIST		400 700-531-000	UTILITIES	84.68
			04721-47014 LS#17 EASTERBROOK		400 700-531-000	UTILITIES	57.69
			13297-23052 LS#43 FELICITY		400 700-531-000	UTILITIES	791.72
			14472-53000 LS#37 UNION ST.		400 700-531-000	UTILITIES	135.62
			17956-66037 LS#42 UNION ST.		400 700-531-000	UTILITIES	71.57
			24821-47019 LS#7 N. BEACH BLVD		400 700-531-000	UTILITIES	65.11
			27821-47006 LS#16 EASTERBROOK		400 700-531-000	UTILITIES	83.12
			33071-46008 LS#19 BOOKTER		400 700-531-000	UTILITIES	112.01
			37841-48011 LS#8 DUNBAR		400 700-531-000	UTILITIES	239.09
			38759-34010 LS#2 S. BEACH BLVD		400 700-531-000	UTILITIES	81.56
			40851-49000 LS#39 ST. CHARLES		400 700-531-000	UTILITIES	72.28
			44301-47018 LS#10 DUNBAR		400 700-531-000	UTILITIES	430.54
			46611-47006 LS#1 CENTRAL AVE		400 700-531-000	UTILITIES	638.25
			49251-49000 LS#22 SPANISH ACRE		400 700-531-000	UTILITIES	94.58
			50651-48017 LS#6 N BEACH BLVD		400 700-531-000	UTILITIES	74.97
			51091-48008 LS#9 FELICITY ST		400 700-531-000	UTILITIES	182.08
			55281-48008 LS#32 ENGMAN AVE		400 700-531-000	UTILITIES	189.56
			65581-49023 LS#36 ATHLETIC DR		400 700-531-000	UTILITIES	696.14
			73381-48009 LS#3 S BEACH BLVD		400 700-531-000	UTILITIES	87.73
			78161-48014 LS#33 ENGMAN AVE		400 700-531-000	UTILITIES	119.74
			85091-48018 LS#34 POGO RD.		400 700-531-000	UTILITIES	184.65
			85721-48011 LS#35 N BEACH BLVD		400 700-531-000	UTILITIES	125.32
			88911-49007 LS#15 MAIN ST.		400 700-531-000	UTILITIES	76.19
			96461-47014 LS#11 RUELLA AVE		400 700-531-000	UTILITIES	271.05
=====							
I-201910292397			SUM #4 LIGHTING	20,386.76			
11/05/2019	AP		DUE: 10/14/2019 DISC: 10/14/2019		1099: N		
			01239-14009 ST. FRANCIS		001 300-529-000	STREET LIGHTS	89.75
			02135-28039 DUNBAR TRF LT		001 300-529-000	STREET LIGHTS	70.28
			02475-32010 MAIN ST. LT METER		001 300-529-000	STREET LIGHTS	59.69
			03268-85018 CTRL #7 LIGHTING		001 300-529-000	STREET LIGHTS	88.35
			03841-48010 HWY 90 TRAFFIC LT		001 300-529-000	STREET LIGHTS	137.51
			04015-98007 MAIN ST. LT METER		001 300-529-000	STREET LIGHTS	58.69
			04237-20110 MAIN ST. LT METER		001 300-529-000	STREET LIGHTS	72.08
			04679-18047 DUNBAR SPLASH PAD		001 300-531-000	UTILITIES	58.75
			04997-75021 S BEACH BLVD LTS		001 300-529-000	STREET LIGHTS	56.77
			05633-98041 UNION ST. LIGHTS		001 300-529-000	STREET LIGHTS	58.59

Attachment: A/P Regular Open Item Register dated November 5, 2019 (2055 : Docket of Claims #19-040

-----ID-----							
POST DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	-----ACCOUNT NAME-----		DISTRIBUTION
01-00091	MISSISSIPPI POWER	(** CONTINUED **)					
		06078-21009 MAIN ST. LT METER		001 300-529-000	STREET LIGHTS		57.77
		06327-08000 CTRL#16 LIGHTING		001 300-529-000	STREET LIGHTS		33.22
		06493-43064 MAIN ST. LT METER		001 300-529-000	STREET LIGHTS		59.47
		06735-45009 MAIN ST. LT METER		001 300-529-000	STREET LIGHTS		61.80
		06774-59004 MAIN ST. LT METER		001 300-529-000	STREET LIGHTS		58.47
		07061-27004 CTRL#11 LIGHTING		001 300-529-000	STREET LIGHTS		57.91
		08734-17013 DEPOT GROUNDS 2		001 300-531-000	UTILITIES		55.06
		09482-28019 BOOKTER SOFTBALL		001 300-531-000	UTILITIES		244.41
		10186-00006 SPC-DD-4 LT METER		001 300-529-000	STREET LIGHTS		102.36
		10748-22013 CTRL #6 LIGHTING		001 300-529-000	STREET LIGHTS		66.19
		10791-48003 C.H. ANNEX LTS		001 300-531-000	UTILITIES		114.79
		10834-92041 CTRL#2 LIGHTING		001 300-529-000	STREET LIGHTS		55.10
		10911-25022 CTRL#4 LIGHTING		001 300-529-000	STREET LIGHTS		103.97
		12788-76011 CTRL#5 LIGHTING		001 300-529-000	STREET LIGHTS		79.55
		14985-49019 CTRL#28 LIGHTING		001 300-529-000	STREET LIGHTS		54.85
		15070-53019 CTRL#29 LIGHTING		001 300-529-000	STREET LIGHTS		26.18
		16353-67048 SPC-DD-3 LT METER		001 300-529-000	STREET LIGHTS		64.21
		18197-16018 CTRL#17 LIGHTING		001 300-529-000	STREET LIGHTS		61.93
		18225-93001 CTRL#18 LIGHTING		001 300-529-000	STREET LIGHTS		24.73
		18430-94003 CTRL#1 LIGHTING		001 300-529-000	STREET LIGHTS		69.54
		19631-85025 S BEACH BLVD LTS		001 300-529-000	STREET LIGHTS		34.18
		20430-97036 CTRL#9 LIGHTING		001 300-529-000	STREET LIGHTS		59.58
		20915-15027 SPC-DD-1 LT METER		001 300-529-000	STREET LIGHTS		91.81
		20931-23027 CTRL#23 LIGHTING		001 300-529-000	STREET LIGHTS		57.11
		20976-92005 DEPOT GROUNDS 3		001 300-531-000	UTILITIES		55.37
		229551-85001 DEPOT GROUNDS 4		001 300-531-000	UTILITIES		54.62
		24519-50068 CTRL#8 LIGHTING		001 300-529-000	STREET LIGHTS		60.22
		24743-62002 WASHINGTON LT BOX		001 300-529-000	STREET LIGHTS		74.48
		24923-28008 CTRL#26 LIGHTING		001 300-529-000	STREET LIGHTS		58.55
		25490-44002 CTRL#12 LIGHTING		001 300-529-000	STREET LIGHTS		20.28
		26425-22023 CTRL#20 LIGHTING		001 300-529-000	STREET LIGHTS		42.12
		28236-26082 SPC-DD-2 LT METER		001 300-529-000	STREET LIGHTS		60.46
		30466-71017 CTRL#19 LIGHTING		001 300-529-000	STREET LIGHTS		20.28
		30806-92005 CTRL#15 LIGHTING		001 300-529-000	STREET LIGHTS		22.97
		30979-62094 CTRL#13 LIGHTING		001 300-529-000	STREET LIGHTS		83.60
		32141-01008 CTRL#24 LIGHTING		001 300-529-000	STREET LIGHTS		58.03
		33281-46017 BOOKER CONCESSION		001 300-531-000	UTILITIES		66.19
		42621-47002 BLISL ST. LIGHTS		001 300-529-000	STREET LIGHTS	12,138.38	
		43251-47004 BLC1 MAIN ST. LTS		001 300-529-000	STREET LIGHTS		51.54
		43350-26003 CTRL#22 LIGHTING		001 300-529-000	STREET LIGHTS		57.41
		43521-48017 HWY 90 LTS		001 300-529-000	STREET LIGHTS		94.22
		43941-48017 HWY 90 LIGHTING		001 300-529-000	STREET LIGHTS		92.35
		45201-48014 HWY 90 2ND LT		001 300-529-000	STREET LIGHTS		150.25
		45443-30005 CTRL#25 LIGHTING		001 300-529-000	STREET LIGHTS		57.20
		48921-47003 BLC3 OST		001 300-529-000	STREET LIGHTS		220.43
		49341-47014 CITY PARK/PLAYGR		001 300-531-000	UTILITIES		54.88
		53581-22018 CTRL#14 LIGHTING		001 300-529-000	STREET LIGHTS		24.11
		54481-48020 DEPOT GROUNDS 1		001 300-531-000	UTILITIES		55.18
		55721-47011 HWY 90 TRAFFIC LT		001 300-529-000	STREET LIGHTS		105.22
		56081-06006 CTRL#27 LIGHTING		001 300-529-000	STREET LIGHTS		57.81
		59891-48008 JULIA/DUNBAR		001 300-529-000	STREET LIGHTS		16.72

10/31/2019 10:29 AM
 PACKET: 09166 11.05.2019 DOCKET
 VENDOR SET: 01 CITY OF BAY ST. LOUIS
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

A/P Regular Open Item Register

PAGE:

6.C.b

-----ID-----	POST DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-00091	MISSISSIPPI POWER		(** CONTINUED **)				
			61574-95000 CTRL#3 LIGHTING		001 300-529-000	STREET LIGHTS	94.61
			65318-23002 CTRL#10 LIGHTING		001 300-529-000	STREET LIGHTS	61.67
			77341-49017 FELICITY CAUTION		001 300-529-000	STREET LIGHTS	54.62
			85534-23017 CTRL#21 LIGHTING		001 300-529-000	STREET LIGHTS	55.98
			90381-48014 BEACH BLVD TRF LT		001 300-529-000	STREET LIGHTS	62.33
			03516-58010 DUNBAR SIREN		001 300-531-000	UTILITIES	55.41
			16346-47001 OST WARING SIREN		001 300-531-000	UTILITIES	54.62
			42621-47002 ENERGY SVCS MAINT		001 300-521-000	MAINTENANCE AGREEMENTS	3,650.00
			=== VENDOR TOTALS ===	25,597.86			
01-00346	MS MUNICIPAL LIABILITY PLAN						
	I-0018GL2020-0		LIABILITY COVERAGE 2020	128,191.68			
	11/05/2019	AP	DUE: 10/25/2019 DISC: 10/25/2019		1099: N		
			LIABILITY COVERAGE_2020		001 120-516-000	GENERAL INSURANCE	128,191.68
			=== VENDOR TOTALS ===	128,191.68			
01-02222	NORTHSHORE COMPUTER SERVICES,						
	I-AA-0527		COMPLETE IT COVERAGE	2,600.00			
	11/05/2019	AP	DUE: 10/29/2019 DISC: 10/29/2019		1099: N		
			COMPLETE IT COVERAGE		001 100-510-000	COMPUTER/SOFTWARE	2,600.00
			=== VENDOR TOTALS ===	2,600.00			
01-02231	PAYLOCITY						
	I-105675430		PAYLOCITY	1,837.98			
	11/05/2019	AP	DUE: 10/25/2019 DISC: 10/25/2019		1099: N		
			PAYLOCITY		001 120-521-000	MAINTENANCE AGREEMENTS	1,837.98
			=== VENDOR TOTALS ===	1,837.98			
01-02312	POWER DMS, INC						
	I-29996		POWER DMS, INC	1,946.70			
	11/05/2019	AP	DUE: 9/01/2019 DISC: 9/01/2019		1099: N		
			POWER DMS, INC		001 200-510-000	COMPUTER SOFTWARE	1,946.70
			=== VENDOR TOTALS ===	1,946.70			

Attachment: A/P Regular Open Item Register dated November 5, 2019 (2055 : Docket of Claims #19-040

10/31/2019 10:29 AM
 PACKET: 09166 11.05.2019 DOCKET
 VENDOR SET: 01 CITY OF BAY ST. LOUIS
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

A/P Regular Open Item Register

PAGE: 10

6.C.b

-----ID-----				GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-01926	R.L. "ED" EDWARDS, ATTORNEY &						
I-00332		PROSECUTOR SEPTEMBER 2019	1,000.00				
11/05/2019	AP	DUE: 10/17/2019 DISC: 10/17/2019		1099: N			
		PROSECUTOR_SEPTEMBER 2019		001 102-535-000	PROSECUTOR, JUDGES LEGAL	1,000.00	
I-00333		PROSECUTOR OCTOBER 2019	1,000.00				
11/05/2019	AP	DUE: 10/17/2019 DISC: 10/17/2019		1099: N			
		PROSECUTOR_OCTOBER 2019		001 102-535-000	PROSECUTOR, JUDGES LEGAL	1,000.00	
=== VENDOR TOTALS ===			2,000.00				
=====							
01-01128	RJ YOUNG COMPANY						
I-INV3343770		COPIER COURT/BUILDING	277.33				
11/05/2019	AP	DUE: 10/24/2019 DISC: 10/24/2019		1099: N			
		COURT COPIER BASE		001 102-513-000	EQUIPMENT RENTAL	84.86	
		BUILDING COPIER_BASE		001 150-513-000	EQUIPMENT RENTAL	84.86	
		FIRE COPIER		001 260-521-000	MAINTENANCE AGREEMENTS	3.55	
		COURT COPIER OVERAGE		001 102-526-000	REPAIRS & MAINT - EQUIP	52.03	
		BUILDING COPIER_OVERAGE		001 150-521-000	MAINTENANCE AGREEMENTS	52.03	
=== VENDOR TOTALS ===			277.33				
=====							
01-00209	SOUTH MISSISSIPPI BUSINESS MAC						
I-356092-01		COUNCIL COPIER MX-6050V	146.00				
11/05/2019	AP	DUE: 9/26/2019 DISC: 9/26/2019		1099: N			
		COUNCIL COPIER_MX-6050V		001 100-513-000	EQUIPMENT RENTAL	146.00	
I-356092-02		COUNCIL COPIER MX-6050V	146.00				
11/05/2019	AP	DUE: 10/16/2019 DISC: 10/16/2019		1099: N			
		COUNCIL COPIER_MX-6050V		001 100-513-000	EQUIPMENT RENTAL	146.00	
I-358392		COUNCIL COPIER OVERAGE	59.93				
11/05/2019	AP	DUE: 10/30/2019 DISC: 10/30/2019		1099: N			
		COUNCIL COPIER_OVERAGE		001 100-526-000	REPAIRS & MAINT -EQUIP &	59.93	
=== VENDOR TOTALS ===			351.93				
=====							
01-00277	UTILITY MANAGEMENT CORPORATION						
I-BSTL 092019		UTILITY MANAGEMENT SEPT 2019	700.00				
11/05/2019	UTOP	DUE: 10/18/2019 DISC: 10/18/2019		1099: N			
		UTILITY MANAGEMENT_SEPT 2019		400 700-617-000	NATURAL GAS PURCHASE	700.00	
=== VENDOR TOTALS ===			700.00				

Attachment: A/P Regular Open Item Register dated November 5, 2019 (2055 : Docket of Claims #19-040

10/31/2019 10:29 AM
 PACKET: 09166 11.05.2019 DOCKET
 VENDOR SET: 01 CITY OF BAY ST. LOUIS
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

A/P Regular Open Item Register

PAGE: 11

6.C.b

-----ID-----				GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----		DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====							
01-00143	WARING OIL						
I-001807432		GAS & DIESEL		1,563.22			
11/05/2019	AP	DUE: 10/14/2019 DISC: 10/14/2019			1099: N		
		GAS & DIESEL			001 300-616-000	FUEL EXPENSE	1,563.22
I-001809127		GAS & DIESEL		1,323.22			
11/05/2019	AP	DUE: 10/21/2019 DISC: 10/21/2019			1099: N		
		GAS & DIESEL			001 300-616-000	FUEL EXPENSE	1,323.22
I-001810012		HARBOR GAS		9,769.88			
11/05/2019	HARB	DUE: 10/24/2019 DISC: 10/24/2019			1099: N		
		HARBOR GAS			450 120-616-000	FUEL PURCHASE EXPENSE	9,769.88
=== VENDOR TOTALS ===				12,656.32			
=====							
01-01774	WAYNE B DOWDLE JR						
I-201910302423		CASH BOND REFUND		1,000.00			
11/05/2019	AP	DUE: 10/24/2019 DISC: 10/24/2019			1099: N		
		CASH BOND REFUND			001 000-155-000	CASH BONDS PAYABLE	1,000.00
=== VENDOR TOTALS ===				1,000.00			
=== PACKET TOTALS ===				312,564.84			

Attachment: A/P Regular Open Item Register dated November 5, 2019 (2055 : Docket of Claims #19-040

** T O T A L S **

INVOICE TOTALS 312,564.84
DEBIT MEMO TOTALS 0.00
CREDIT MEMO TOTALS 0.00

BATCH TOTALS 312,564.84

** G/L ACCOUNT TOTALS **

BANK	YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====	=====GROUP BUDGET=====
					ANNUAL BUDGET	BUDGET OVER ANNUAL BUDGET
					BUDGET AVAILABLE	BUDG BUDG
2019-2020		001-000-100-001	ACCOUNTS PAYABLE PENDING	206,880.67-*		
		001-000-155-000	CASH BONDS PAYABLE	1,250.00		
		001-000-156-000	RESTITUTION PAYABLE	439.00		
		001-100-510-000	COMPUTER/SOFTWARE	3,100.00	0	6,921.00- Y 28,000 20,937.80
		001-100-513-000	EQUIPMENT RENTAL	292.00	0	292.00- Y 28,000 23,745.80
		001-100-526-000	REPAIRS & MAINT -EQUIP &	59.93	5,000	4,798.87 28,000 23,977.87
		001-102-513-000	EQUIPMENT RENTAL	84.86	0	169.72- Y 500 7,524.82- Y
		001-102-526-000	REPAIRS & MAINT - EQUIP	52.03	0	97.48- Y 500 7,491.99- Y
		001-102-535-000	PROSECUTOR, JUDGES LEGAL	2,000.00	0	4,425.00- Y 500 9,439.96- Y
		001-120-503-002	DEBT SERVICE TRF. FIRE	50,000.00	500,000	400,000.00 28,344,880 27,931,931.86
		001-120-516-000	GENERAL INSURANCE	128,191.68	400,000	246,764.32 28,344,880 27,853,740.18
		001-120-521-000	MAINTENANCE AGREEMENTS	1,837.98	30,000	26,566.13 28,344,880 27,980,093.88
		001-120-530-000	TELEPHONE EXPENSE	2,574.57	50,000	41,471.12 28,344,880 27,979,357.29
		001-120-544-000	LEGAL SERVICES	50.00	60,000	51,211.90 28,344,880 27,981,881.86
		001-150-513-000	EQUIPMENT RENTAL	84.86	0	169.72- Y 10,000 9,088.77
		001-150-521-000	MAINTENANCE AGREEMENTS	52.03	0	97.49- Y 10,000 9,121.60
		001-150-530-000	TELEPHONE EXPENSE	68.38	0	136.76- Y 10,000 9,105.25
		001-200-510-000	COMPUTER SOFTWARE	1,946.70	0	2,840.74- Y 253,000 234,945.23
		001-200-616-000	FUEL EXPENSE	2,564.17	100,000	90,908.77 177,500 164,399.66
		001-260-521-000	MAINTENANCE AGREEMENTS	3.55	0	1,683.36- Y 39,000 19,976.39
		001-260-616-000	FUEL EXPENSE	489.59	20,000	18,665.97 51,000 47,461.09
		001-300-512-000	ENGINEERING	1,462.50	0	4,751.25- Y 1,332,000 1,229,703.16
		001-300-521-000	MAINTENANCE AGREEMENTS	3,650.00	0	3,677.08- Y 1,332,000 1,227,515.66
		001-300-527-000	REPAIRS & MAINT - PROPER	205.00	0	6,124.55- Y 1,332,000 1,230,960.66
		001-300-529-000	STREET LIGHTS	27,780.08	550,000	490,177.79 1,332,000 1,203,385.58
		001-300-531-000	UTILITIES	869.28	40,000	12,719.99 1,332,000 1,230,296.38
		001-300-550-000	GRASS CUTTING	24,886.04	500,000	470,103.75 1,332,000 1,206,279.62
		001-300-616-000	FUEL EXPENSE	2,886.44	100,000	89,518.35 936,000 909,718.44
		200-000-805-016	DUMP TRUCK	665.07	0	1,330.14- Y 0 105,616.18- Y
		400-000-050-001	DUE TO/FROM GENERAL FUND	16,216.78		
		400-120-530-000	TELEPHONE EXPENSE	915.21	5,000	2,711.61 1,001,748 998,451.50

** G/L ACCOUNT TOTALS **

BANK	YEAR	ACCOUNT	NAME	AMOUNT	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
		400-700-531-000	UTILITIES	5,739.18	150,000	123,579.95	1,052,500	877,385.73
		400-700-617-000	NATURAL GAS PURCHASE	18,437.26	650,000	613,753.97	708,000	621,465.83
		450-120-512-000	ENGINEERING-GRANT REIMB	887.50	0	4,387.50- Y	0	17,189.98- Y
		450-120-530-000	TELEPHONE	25.65	0	225.84- Y	0	16,328.13- Y
		450-120-615-000	UNIFORMS	77.64	0	232.92- Y	0	10,067.54- Y
		450-120-616-000	FUEL PURCHASE EXPENSE	9,769.88	0	19,379.76- Y	0	19,759.78- Y
		650-000-133-001	DEFERRED REVENUE-COMM HA	2,040.00				
		650-000-133-004	DEFERRED REVENUE-OLD TOW	610.00				
		650-000-152-004	RENTAL DEPOSITS-OLD TOWN	300.00				
		999-000-050-001	DUE TO FROM GENERAL	206,880.67 *				
		** 2019-2020 YEAR TOTALS		312,564.84				

10/31/2019 10:29 AM
PACKET: 09166 11.05.2019 DOCKET
VENDOR SET: 01 CITY OF BAY ST. LOUIS
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

A/P Regular Open Item Register

PAGE: 14

6.C.b

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
001	11/2019	256,880.67
200	11/2019	665.07
400	11/2019	41,308.43
450	11/2019	10,760.67
650	11/2019	2,950.00

NO ERRORS

NO WARNINGS

** END OF REPORT **

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

Attachment: A/P Regular Open Item Register dated November 5, 2019 (2055 : Docket of Claims #19-040

PO#	VENDOR	=====	NAME	=====	STAT	ORDERED	PREVIOUSLY RECEIVED/ VOIDED	CURRENTLY RECEIVED/ VOIDED	ADJUSTMENT/ VARIANCE	OUTSTANDING	TOTAL
-----	--------	-------	------	-------	------	---------	-----------------------------------	----------------------------------	-------------------------	-------------	-------

PO#	VENDOR	===== NAME =====	REL. STAT FLAG	ORDERED	PREVIOUSLY RECEIVED/ VOIDED	CURRENTLY RECEIVED/ VOIDED	ADJUSTMENT/ VARIANCE	OUTSTANDING	TOTAL
10-13638	01-00110	GL : 001 200-528-000		79.89	0.00 0.00	74.66 0.00	5.23-		74.66
10-13638	01-00110	ADVANCE AUTO PARTS	R	79.89	0.00 0.00	74.66 0.00	5.23-		74.66
10-13583	01-00283	GL : 001 300-613-000		16.80	0.00 0.00	16.80 0.00			16.80
10-13583	01-00283	GL : 001 300-613-000		6.74	0.00 0.00	0.00 0.00		6.74	6.74
10-13583	01-00283	GL : 001 300-613-000		4.60	0.00 0.00	0.00 0.00		4.60	4.60
10-13583	01-00283	GL : 001 300-613-000		287.98	0.00 0.00	0.00 0.00		287.98	287.98
10-13583	01-00283	GL : 001 300-613-000		8.25	0.00 0.00	0.00 0.00		8.25	8.25
10-13583	01-00283	GL : 001 300-613-000		20.13	0.00 0.00	0.00 0.00		20.13	20.13
10-13583	01-00283	GL : 001 300-613-000		34.20	0.00 0.00	0.00 0.00		34.20	34.20
10-13583	01-00283	GL : 001 300-613-000		0.00	0.00 0.00	0.00 0.00	2.35		2.35
10-13583	01-00283	GL : 001 300-613-000		0.00	0.00 0.00	0.00 0.00	1.75		1.75
10-13583	01-00283	AIRGAS	P	378.70	0.00 0.00	16.80 0.00	4.10	361.90	382.80
10-13615	01-00283	GL : 001 300-526-000		114.36	0.00 0.00	114.36 0.00			114.36
10-13615	01-00283	GL : 001 300-526-000		18.20	0.00 0.00	12.95 0.00	5.25-		12.95
10-13615	01-00283	AIRGAS	R	132.56	0.00 0.00	127.31 0.00	5.25-		127.31
10-13186	01-00112	GL : 001 200-528-000		52.00	0.00 0.00	52.00 0.00			52.00

PO#	VENDOR	===== NAME =====	REL. STAT FLAG	ORDERED	PREVIOUSLY RECEIVED/ VOIDED	CURRENTLY RECEIVED/ VOIDED	ADJUSTMENT/ VARIANCE	OUTSTANDING	TOTAL
10-13186	01-00112	B&J PIT STOP	R	52.00	0.00 0.00	52.00 0.00			52.00
10-13553	01-00112	GL : 001 200-528-000		52.00	0.00 0.00	52.00 0.00			52.00
10-13553	01-00112	B&J PIT STOP	R	52.00	0.00 0.00	52.00 0.00			52.00
10-13631	01-00112	GL : 001 200-528-000		52.00	0.00 0.00	52.00 0.00			52.00
10-13631	01-00112	GL : 001 200-528-000		17.00	0.00 0.00	17.00 0.00			17.00
10-13631	01-00112	B&J PIT STOP	R	69.00	0.00 0.00	69.00 0.00			69.00
10-13632	01-00112	GL : 001 200-528-000		79.94	0.00 0.00	79.94 0.00			79.94
10-13632	01-00112	B&J PIT STOP	R	79.94	0.00 0.00	79.94 0.00			79.94
10-13649	01-00112	GL : 001 200-528-000		90.60	0.00 0.00	90.60 0.00			90.60
10-13649	01-00112	B&J PIT STOP	R	90.60	0.00 0.00	90.60 0.00			90.60
10-13654	01-01559	GL : 400 700-527-000		250.00	0.00 0.00	250.00 0.00			250.00
10-13654	01-01559	GL : 400 700-527-000		160.00	0.00 0.00	160.00 0.00			160.00
10-13654	01-01559	B.E.A.R. ELECTRICAL APPA	R	410.00	0.00 0.00	410.00 0.00			410.00
10-13655	01-01559	GL : 400 700-527-000		4,136.00	0.00 0.00	4,136.00 0.00			4,136.00
10-13655	01-01559	B.E.A.R. ELECTRICAL APPA	R	4,136.00	0.00 0.00	4,136.00 0.00			4,136.00

PO#	VENDOR	===== NAME =====	REL. STAT FLAG	ORDERED	PREVIOUSLY RECEIVED/ VOIDED	CURRENTLY RECEIVED/ VOIDED	ADJUSTMENT/ VARIANCE	OUTSTANDING	TOTAL
10-13494	01-00694	GL : 400 700-531-000		19.99	0.00 0.00	19.99 0.00			19.99
10-13494	01-00694	GL : 400 700-531-000		34.99	0.00 0.00	34.99 0.00			34.99
10-13494	01-00694	GL : 400 700-531-000		0.00	0.00 0.00	0.00 0.00	18.22		18.22
10-13494	01-00694	BEST BUY BUSINESS ADVANT	R	54.98	0.00 0.00	54.98 0.00	18.22		73.20
10-13619	01-01379	GL : 001 300-613-000		89.99	0.00 0.00	114.99 0.00	25.00		114.99
10-13619	01-01379	GL : 001 300-613-000		25.49	0.00 0.00	0.00 25.49			
10-13619	01-01379	BLUE TARP FINANCIAL (DBA	R	115.48	0.00 0.00	114.99 25.49	25.00		114.99
10-13529	01-00178	GL : 001 300-526-000		73.53	0.00 0.00	73.53 0.00			73.53
10-13529	01-00178	GL : 001 300-526-000		15.54	0.00 0.00	15.54 0.00			15.54
10-13529	01-00178	CARQUEST AUTO PARTS	R	89.07	0.00 0.00	89.07 0.00			89.07
10-13537	01-00178	GL : 001 300-526-000		7.77	0.00 0.00	7.77 0.00			7.77
10-13537	01-00178	GL : 001 300-526-000		21.52	0.00 0.00	21.52 0.00			21.52
10-13537	01-00178	GL : 001 300-526-000		7.31	0.00 0.00	7.31 0.00			7.31
10-13537	01-00178	CARQUEST AUTO PARTS	R	36.60	0.00 0.00	36.60 0.00			36.60
10-13549	01-00178	GL : 001 300-526-000		95.98	0.00 0.00	95.98 0.00			95.98

PO#	VENDOR	===== NAME =====	REL. STAT FLAG	ORDERED	PREVIOUSLY RECEIVED/ VOIDED	CURRENTLY RECEIVED/ VOIDED	ADJUSTMENT/ VARIANCE	OUTSTANDING	TOTAL
10-13549	01-00178	CARQUEST AUTO PARTS	R	95.98	0.00 0.00	95.98 0.00			95.98
10-13561	01-00178	GL : 001 300-526-000		89.85	0.00 0.00	89.85 0.00			89.85
10-13561	01-00178	CARQUEST AUTO PARTS	R	89.85	0.00 0.00	89.85 0.00			89.85
10-13604	01-00178	GL : 001 300-526-000		15.05	0.00 0.00	15.05 0.00			15.05
10-13604	01-00178	GL : 001 300-526-000		7.77	0.00 0.00	7.77 0.00			7.77
10-13604	01-00178	GL : 001 300-526-000		92.88	0.00 0.00	92.88 0.00			92.88
10-13604	01-00178	CARQUEST AUTO PARTS	R	115.70	0.00 0.00	115.70 0.00			115.70
10-13605	01-00178	GL : 001 300-526-000		8.15	0.00 0.00	8.15 0.00			8.15
10-13605	01-00178	GL : 001 300-526-000		15.05	0.00 0.00	15.05 0.00			15.05
10-13605	01-00178	CARQUEST AUTO PARTS	R	23.20	0.00 0.00	23.20 0.00			23.20
10-13608	01-00178	GL : 001 300-613-000		79.50	0.00 0.00	79.50 0.00			79.50
10-13608	01-00178	CARQUEST AUTO PARTS	R	79.50	0.00 0.00	79.50 0.00			79.50
10-13625	01-00178	GL : 001 300-526-000		127.38	0.00 0.00	127.38 0.00			127.38
10-13625	01-00178	CARQUEST AUTO PARTS	R	127.38	0.00 0.00	127.38 0.00			127.38
10-13636	01-00178	GL : 001 200-528-000		32.28	0.00 0.00	32.28 0.00			32.28

PO#	VENDOR	===== NAME =====	REL. STAT FLAG	ORDERED	PREVIOUSLY RECEIVED/ VOIDED	CURRENTLY RECEIVED/ VOIDED	ADJUSTMENT/ VARIANCE	OUTSTANDING	TOTAL
10-13636	01-00178	GL : 001 200-528-000		207.63	0.00 0.00	207.63 0.00			207.63
10-13636	01-00178	GL : 001 200-528-000		310.21	0.00 0.00	310.21 0.00			310.21
10-13636	01-00178	GL : 001 200-528-000		29.49	0.00 0.00	29.49 0.00			29.49
10-13636	01-00178	CARQUEST AUTO PARTS	R	579.61	0.00 0.00	579.61 0.00			579.61
10-13645	01-00178	GL : 001 200-528-000		147.29	0.00 0.00	147.29 0.00			147.29
10-13645	01-00178	GL : 001 200-528-000		10.68	0.00 0.00	10.68 0.00			10.68
10-13645	01-00178	CARQUEST AUTO PARTS	R	157.97	0.00 0.00	157.97 0.00			157.97
10-13646	01-00178	GL : 001 200-528-000		129.99	0.00 0.00	129.99 0.00			129.99
10-13646	01-00178	GL : 001 200-528-000		129.99	0.00 0.00	129.99 0.00			129.99
10-13646	01-00178	CARQUEST AUTO PARTS	R	259.98	0.00 0.00	259.98 0.00			259.98
10-13499	01-00180	GL : 001 200-528-000		80.00	0.00 0.00	80.00 0.00			80.00
10-13499	01-00180	CHARLIE PERNICIARO	R	80.00	0.00 0.00	80.00 0.00			80.00
10-13634	01-00180	GL : 001 200-528-000		375.00	0.00 0.00	395.00 0.00	20.00		395.00
10-13634	01-00180	GL : 001 200-528-000		0.00	0.00 0.00	0.00 0.00	160.00		160.00
10-13634	01-00180	CHARLIE PERNICIARO	R	375.00	0.00 0.00	395.00 0.00	160.00 20.00		555.00

PO#	VENDOR	===== NAME =====	REL. STAT FLAG	ORDERED	PREVIOUSLY RECEIVED/ VOIDED	CURRENTLY RECEIVED/ VOIDED	ADJUSTMENT/ VARIANCE	OUTSTANDING	TOTAL
10-13641	01-00180	GL : 001 200-528-000		120.00	0.00 0.00	120.00 0.00			120.00
10-13641	01-00180	GL : 001 200-528-000		60.00	0.00 0.00	60.00 0.00			60.00
10-13641	01-00180	CHARLIE PERNICIARO	R	180.00	0.00 0.00	180.00 0.00			180.00
10-13648	01-00180	GL : 001 200-528-000		95.00	0.00 0.00	95.00 0.00			95.00
10-13648	01-00180	GL : 001 200-528-000		220.00	0.00 0.00	220.00 0.00			220.00
10-13648	01-00180	GL : 001 200-528-000		80.00	0.00 0.00	80.00 0.00			80.00
10-13648	01-00180	CHARLIE PERNICIARO	R	395.00	0.00 0.00	395.00 0.00			395.00
10-13535	01-01442	GL : 400 700-613-000		3,755.10	0.00 0.00	3,755.10 0.00			3,755.10
10-13535	01-01442	COBURN'S SUPPLY COMPANY	R	3,755.10	0.00 0.00	3,755.10 0.00			3,755.10
10-13514	01-00226	GL : 400 700-613-000		625.00	0.00 0.00	625.00 0.00			625.00
10-13514	01-00226	GL : 400 700-613-000		200.00	0.00 0.00	200.00 0.00			200.00
10-13514	01-00226	GL : 400 700-613-000		75.00	0.00 0.00	75.00 0.00			75.00
10-13514	01-00226	GL : 400 700-613-000		0.00	0.00 0.00	0.00 0.00	200.00		200.00
10-13514	01-00226	GL : 400 700-613-000		0.00	0.00 0.00	0.00 0.00	200.00-		200.00
10-13514	01-00226	CONSOLIDATED PIPE & SUPP	R	900.00	0.00 0.00	900.00 0.00			900.00

PO#	VENDOR	===== NAME =====	REL. STAT FLAG	ORDERED	PREVIOUSLY RECEIVED/ VOIDED	CURRENTLY RECEIVED/ VOIDED	ADJUSTMENT/ VARIANCE	OUTSTANDING	TOTAL
10-13518	01-00226	GL : 400 700-613-000		225.00	0.00 0.00	225.00 0.00			225.00
10-13518	01-00226	CONSOLIDATED PIPE & SUPP	R	225.00	0.00 0.00	225.00 0.00			225.00
10-13579	01-00226	GL : 400 700-531-000		7,000.00	0.00 0.00	7,000.00 0.00			7,000.00
10-13579	01-00226	CONSOLIDATED PIPE & SUPP	R	7,000.00	0.00 0.00	7,000.00 0.00			7,000.00
10-13559	01-00403	GL : 001 300-611-000		463.88	0.00 0.00	463.88 0.00			463.88
10-13559	01-00403	GL : 001 300-613-000		49.08	0.00 0.00	49.08 0.00			49.08
10-13559	01-00403	GL : 001 300-613-000		523.48	0.00 0.00	523.48 0.00			523.48
10-13559	01-00403	GL : 001 300-613-000		69.52	0.00 0.00	69.52 0.00			69.52
10-13559	01-00403	CPC TRAFFIC SIGNS	R	1,105.96	0.00 0.00	1,105.96 0.00			1,105.96
10-13135	01-01175	GL : 001 300-900-000		6,500.00	0.00 0.00	6,500.00 0.00			6,500.00
10-13135	01-01175	CUEVAS MACHINE COMPANY,	R	6,500.00	0.00 0.00	6,500.00 0.00			6,500.00
10-13484	01-01175	GL : 001 300-527-000		1,700.00	0.00 0.00	1,700.00 0.00			1,700.00
10-13484	01-01175	CUEVAS MACHINE COMPANY,	R	1,700.00	0.00 0.00	1,700.00 0.00			1,700.00
10-13542	01-00147	GL : 001 300-526-000		59.70	0.00 0.00	59.70 0.00			59.70
10-13542	01-00147	GL : 001 300-526-000		161.70	0.00 0.00	161.70 0.00			161.70

PO#	VENDOR	===== NAME =====	REL. STAT FLAG	ORDERED	PREVIOUSLY RECEIVED/ VOIDED	CURRENTLY RECEIVED/ VOIDED	ADJUSTMENT/ VARIANCE	OUTSTANDING	TOTAL
10-13542	01-00147	DAVID'S CHAINSAW & LAWN	R	221.40	0.00 0.00	221.40 0.00			221.40
10-13519	01-02412	GL : 400 700-526-000		65.00	65.00 0.00	0.00 0.00			65.00
10-13519	01-02412	GL : 400 700-526-000		65.00	0.00 0.00	65.00 0.00			65.00
10-13519	01-02412	DIAMONDHEAD HARDWARE LLC	R	130.00	65.00 0.00	65.00 0.00			130.00
10-13562	01-00119	GL : 001 300-613-000		59.40	0.00 0.00	59.40 0.00			59.40
10-13562	01-00119	FASTENAL	R	59.40	0.00 0.00	59.40 0.00			59.40
10-13565	01-00119	GL : 001 300-526-000		2.00	0.00 0.00	2.00 0.00			2.00
10-13565	01-00119	GL : 001 300-526-000		20.00	0.00 0.00	20.00 0.00			20.00
10-13565	01-00119	FASTENAL	R	22.00	0.00 0.00	22.00 0.00			22.00
10-13602	01-00119	GL : 001 300-613-000		29.88	0.00 0.00	29.88 0.00			29.88
10-13602	01-00119	GL : 001 300-613-000		13.32	0.00 0.00	13.32 0.00			13.32
10-13602	01-00119	GL : 001 300-613-000		13.68	0.00 0.00	13.68 0.00			13.68
10-13602	01-00119	FASTENAL	R	56.88	0.00 0.00	56.88 0.00			56.88
10-13652	01-01543	GL : 001 200-542-000		200.00	0.00 0.00	200.00 0.00			200.00
10-13652	01-01543	GL : 001 200-542-000		30.00-	0.00 0.00	30.00- 0.00			30.00

PO#	VENDOR	===== NAME =====	REL. STAT FLAG	ORDERED	PREVIOUSLY RECEIVED/ VOIDED	CURRENTLY RECEIVED/ VOIDED	ADJUSTMENT/ VARIANCE	OUTSTANDING	TOTAL
10-13652	01-01543	HR DIRECT	R	170.00	0.00 0.00	170.00 0.00			170.00
10-13620	01-00189	GL : 001 260-527-000		90.00	0.00 0.00	90.00 0.00			90.00
10-13620	01-00189	GL : 001 260-527-000		50.00	0.00 0.00	50.00 0.00			50.00
10-13620	01-00189	HUBBARDS HARDWARE	R	140.00	0.00 0.00	140.00 0.00			140.00
10-13381	01-02459	GL : 450 120-526-005		1,250.00	0.00 0.00	1,900.00 0.00	650.00		1,900.00
10-13381	01-02459	INNOVATIVE BUILDERS INC	R	1,250.00	0.00 0.00	1,900.00 0.00	650.00		1,900.00
10-13558	01-00124	GL : 001 300-527-000		388.20	0.00 0.00	379.80 0.00	8.40-		379.80
10-13558	01-00124	GL : 001 300-527-000		81.70	0.00 0.00	78.70 0.00	3.00-		78.70
10-13558	01-00124	GL : 001 300-527-000		37.71	0.00 0.00	36.48 0.00	1.23-		36.48
10-13558	01-00124	GL : 001 300-527-000		35.88	0.00 0.00	35.22 0.00	0.66-		35.22
10-13558	01-00124	GL : 001 300-527-000		29.98	0.00 0.00	28.60 0.00	1.38-		28.60
10-13558	01-00124	LOWE'S	R	573.47	0.00 0.00	558.80 0.00	14.67-		558.80
10-13567	01-00124	GL : 001 300-613-000		166.25	0.00 0.00	166.25 0.00			166.25
10-13567	01-00124	LOWE'S	R	166.25	0.00 0.00	166.25 0.00			166.25
10-13622	01-00124	GL : 450 120-612-000		129.00	0.00 0.00	122.55 0.00	6.45-		122.55

PO#	VENDOR	===== NAME =====	REL. STAT FLAG	ORDERED	PREVIOUSLY RECEIVED/ VOIDED	CURRENTLY RECEIVED/ VOIDED	ADJUSTMENT/ VARIANCE	OUTSTANDING	TOTAL
10-13622	01-00124	LOWE'S	R	129.00	0.00 0.00	122.55 0.00	6.45-		122.55
10-13687	01-00124	GL : 001 300-527-000		279.84	0.00 0.00	265.80 0.00	14.04-		265.80
10-13687	01-00124	LOWE'S	R	279.84	0.00 0.00	265.80 0.00	14.04-		265.80
10-13596	01-00294	GL : 001 260-528-000		97.90	0.00 0.00	97.90 0.00			97.90
10-13596	01-00294	NAPA AUTO PARTS	R	97.90	0.00 0.00	97.90 0.00			97.90
10-13600	01-00294	GL : 001 300-526-000		112.64	0.00 0.00	112.64 0.00			112.64
10-13600	01-00294	NAPA AUTO PARTS	R	112.64	0.00 0.00	112.64 0.00			112.64
10-13603	01-00294	GL : 001 300-526-000		3.28	0.00 0.00	3.28 0.00			3.28
10-13603	01-00294	GL : 001 300-526-000		16.83	0.00 0.00	16.83 0.00			16.83
10-13603	01-00294	GL : 001 300-526-000		1.84	0.00 0.00	1.84 0.00			1.84
10-13603	01-00294	GL : 001 300-526-000		12.56	0.00 0.00	12.56 0.00			12.56
10-13603	01-00294	NAPA AUTO PARTS	R	34.51	0.00 0.00	34.51 0.00			34.51
10-13606	01-00294	GL : 001 300-526-000		11.26	0.00 0.00	11.26 0.00			11.26
10-13606	01-00294	GL : 001 300-526-000		6.84	0.00 0.00	6.84 0.00			6.84
10-13606	01-00294	GL : 001 300-526-000		2.24	0.00 0.00	2.24 0.00			2.24

PO#	VENDOR	===== NAME =====	REL. STAT FLAG	ORDERED	PREVIOUSLY RECEIVED/ VOIDED	CURRENTLY RECEIVED/ VOIDED	ADJUSTMENT/ VARIANCE	OUTSTANDING	TOTAL
10-13606	01-00294	GL : 001 300-526-000		8.33	0.00 0.00	8.33 0.00			8.33
10-13606	01-00294	GL : 001 300-526-000		80.64	0.00 0.00	80.64 0.00			80.64
10-13606	01-00294	GL : 001 300-526-000		6.84	0.00 0.00	6.84 0.00			6.84
10-13606	01-00294	NAPA AUTO PARTS	R	116.15	0.00 0.00	116.15 0.00			116.15
10-13609	01-00294	GL : 001 300-526-000		22.12	0.00 0.00	22.12 0.00			22.12
10-13609	01-00294	NAPA AUTO PARTS	R	22.12	0.00 0.00	22.12 0.00			22.12
10-13611	01-00294	GL : 001 300-526-000		63.76	0.00 0.00	63.76 0.00			63.76
10-13611	01-00294	GL : 001 300-526-000		20.88	0.00 0.00	20.88 0.00			20.88
10-13611	01-00294	NAPA AUTO PARTS	R	84.64	0.00 0.00	84.64 0.00			84.64
10-13617	01-00294	GL : 001 300-528-000		11.28	0.00 0.00	11.28 0.00			11.28
10-13617	01-00294	GL : 001 300-528-000		11.28	0.00 0.00	11.28 0.00			11.28
10-13617	01-00294	NAPA AUTO PARTS	R	22.56	0.00 0.00	22.56 0.00			22.56
10-13624	01-00294	GL : 001 300-526-000		585.56	0.00 0.00	585.56 0.00			585.56
10-13624	01-00294	NAPA AUTO PARTS	R	585.56	0.00 0.00	585.56 0.00			585.56
10-13626	01-00294	GL : 001 300-528-000		345.34	0.00 0.00	345.34 0.00			345.34

PO#	VENDOR	===== NAME =====	REL. STAT FLAG	ORDERED	PREVIOUSLY RECEIVED/ VOIDED	CURRENTLY RECEIVED/ VOIDED	ADJUSTMENT/ VARIANCE	OUTSTANDING	TOTAL
10-13626	01-00294	NAPA AUTO PARTS	R	345.34	0.00 0.00	345.34 0.00			345.34
10-13633	01-00294	GL : 001 200-528-000		227.03	0.00 0.00	227.03 0.00			227.03
10-13633	01-00294	NAPA AUTO PARTS	R	227.03	0.00 0.00	227.03 0.00			227.03
10-13637	01-00294	GL : 001 200-528-000		22.15	0.00 0.00	22.15 0.00			22.15
10-13637	01-00294	GL : 001 200-528-000		34.29	0.00 0.00	34.29 0.00			34.29
10-13637	01-00294	GL : 001 200-528-000		15.49	0.00 0.00	15.49 0.00			15.49
10-13637	01-00294	GL : 001 200-528-000		17.31	0.00 0.00	17.31 0.00			17.31
10-13637	01-00294	NAPA AUTO PARTS	R	89.24	0.00 0.00	89.24 0.00			89.24
10-13656	01-00294	GL : 001 150-528-000		18.99	0.00 0.00	18.99 0.00			18.99
10-13656	01-00294	GL : 001 150-528-000		18.99	0.00 0.00	18.99 0.00			18.99
10-13656	01-00294	GL : 001 150-528-000		1.61	0.00 0.00	1.61 0.00			1.61
10-13656	01-00294	GL : 001 150-528-000		9.02	0.00 0.00	9.02 0.00			9.02
10-13656	01-00294	GL : 001 150-528-000		78.96	0.00 0.00	78.96 0.00			78.96
10-13656	01-00294	NAPA AUTO PARTS	R	127.57	0.00 0.00	127.57 0.00			127.57
10-13635	01-01618	GL : 001 200-528-000		583.56	0.00 0.00	582.36 0.00	1.20-		582.36

PO#	VENDOR	===== NAME =====	REL. STAT FLAG	ORDERED	PREVIOUSLY RECEIVED/ VOIDED	CURRENTLY RECEIVED/ VOIDED	ADJUSTMENT/ VARIANCE	OUTSTANDING	TOTAL
10-13635	01-01618	ONE STOP GOODYEAR AUTO	R	583.56	0.00 0.00	582.36 0.00	1.20-		582.36
10-13639	01-01618	GL : 001 200-528-000		593.20	0.00 0.00	557.92 0.00	35.28-		557.92
10-13639	01-01618	ONE STOP GOODYEAR AUTO	R	593.20	0.00 0.00	557.92 0.00	35.28-		557.92
10-13614	01-02271	GL : 400 700-613-000		315.76	0.00 0.00	315.76 0.00			315.76
10-13614	01-02271	GL : 400 700-613-000		198.32	0.00 0.00	198.32 0.00			198.32
10-13614	01-02271	GL : 400 700-613-000		1,114.20	0.00 0.00	1,114.20 0.00			1,114.20
10-13614	01-02271	GL : 400 700-613-000		100.00	0.00 0.00	100.00 0.00			100.00
10-13614	01-02271	PORT CITY PIPE, INC	R	1,728.28	0.00 0.00	1,728.28 0.00			1,728.28
10-13440	01-02466	GL : 001 200-620-000		141.54	0.00 0.00	141.54 0.00			141.54
10-13440	01-02466	GL : 001 200-620-000		27.29	0.00 0.00	27.29 0.00			27.29
10-13440	01-02466	GL : 001 200-620-000		14.15-	0.00 0.00	14.15- 0.00			14.15
10-13440	01-02466	PRINT DIRT CHEAP	R	154.68	0.00 0.00	154.68 0.00			154.68
10-13506	01-00130	GL : 001 150-612-000		12.58	12.58 0.00	0.00 0.00			12.58
10-13506	01-00130	GL : 001 150-613-000		31.11	31.11 0.00	0.00 0.00			31.11
10-13506	01-00130	GL : 001 150-613-000		4.25	4.25 0.00	0.00 0.00			4.25

PO#	VENDOR	===== NAME =====	REL. STAT FLAG	ORDERED	PREVIOUSLY RECEIVED/ VOIDED	CURRENTLY RECEIVED/ VOIDED	ADJUSTMENT/ VARIANCE	OUTSTANDING	TOTAL
10-13506	01-00130	GL : 001 150-612-000		9.96	9.96 0.00	0.00 0.00			9.96
10-13506	01-00130	GL : 001 150-613-000		125.00	0.00 0.00	125.00 0.00			125.00
10-13506	01-00130	S&L OFFICE SUPPLIES , IN	R	182.90	57.90 0.00	125.00 0.00			182.90
10-13594	01-00130	GL : 450 120-612-000		45.00	0.00 0.00	45.00 0.00			45.00
10-13594	01-00130	S&L OFFICE SUPPLIES , IN	R	45.00	0.00 0.00	45.00 0.00			45.00
10-13601	01-00130	GL : 001 300-612-000		54.50	0.00 0.00	54.50 0.00			54.50
10-13601	01-00130	S&L OFFICE SUPPLIES , IN	R	54.50	0.00 0.00	54.50 0.00			54.50
10-13630	01-00130	GL : 450 120-549-000		22.62	0.00 0.00	22.62 0.00			22.62
10-13630	01-00130	GL : 450 120-549-000		69.25	0.00 0.00	69.25 0.00			69.25
10-13630	01-00130	GL : 450 120-549-000		18.42	0.00 0.00	18.42 0.00			18.42
10-13630	01-00130	S&L OFFICE SUPPLIES , IN	R	110.29	0.00 0.00	110.29 0.00			110.29
10-13661	01-00130	GL : 400 700-613-000		19.95	0.00 0.00	19.95 0.00			19.95
10-13661	01-00130	S&L OFFICE SUPPLIES , IN	R	19.95	0.00 0.00	19.95 0.00			19.95
10-13662	01-00130	GL : 001 300-612-000		22.68	0.00 0.00	22.68 0.00			22.68
10-13662	01-00130	GL : 001 300-612-000		5.71	0.00 0.00	5.71 0.00			5.71

PO#	VENDOR	===== NAME =====	REL. STAT FLAG	ORDERED	PREVIOUSLY RECEIVED/ VOIDED	CURRENTLY RECEIVED/ VOIDED	ADJUSTMENT/ VARIANCE	OUTSTANDING	TOTAL
10-13662	01-00130	GL : 001 300-612-000		1.11	0.00 0.00	1.11 0.00			1.11
10-13662	01-00130	S&L OFFICE SUPPLIES , IN	R	29.50	0.00 0.00	29.50 0.00			29.50
10-13686	01-00130	GL : 001 120-613-000		39.95	0.00 0.00	39.95 0.00			39.95
10-13686	01-00130	GL : 001 120-613-000		39.95	0.00 0.00	39.95 0.00			39.95
10-13686	01-00130	S&L OFFICE SUPPLIES , IN	R	79.90	0.00 0.00	79.90 0.00			79.90
10-13590	01-00207	GL : 001 120-520-000		68.16	0.00 0.00	68.16 0.00			68.16
10-13590	01-00207	GL : 001 120-520-000		69.12	0.00 0.00	69.12 0.00			69.12
10-13590	01-00207	GL : 001 120-520-000		68.16	0.00 0.00	68.16 0.00			68.16
10-13590	01-00207	SEA COAST ECHO	R	205.44	0.00 0.00	205.44 0.00			205.44
10-13591	01-00207	GL : 001 150-524-001		180.00	0.00 0.00	180.00 0.00			180.00
10-13591	01-00207	SEA COAST ECHO	R	180.00	0.00 0.00	180.00 0.00			180.00
10-13592	01-00207	GL : 001 120-520-000		176.36	0.00 0.00	176.36 0.00			176.36
10-13592	01-00207	GL : 001 120-520-000		177.90	0.00 0.00	177.90 0.00			177.90
10-13592	01-00207	SEA COAST ECHO	R	354.26	0.00 0.00	354.26 0.00			354.26
10-13628	01-00114	GL : 001 300-549-000		30.00	0.00 0.00	30.00 0.00			30.00

PO#	VENDOR	===== NAME =====	REL. STAT FLAG	ORDERED	PREVIOUSLY RECEIVED/ VOIDED	CURRENTLY RECEIVED/ VOIDED	ADJUSTMENT/ VARIANCE	OUTSTANDING	TOTAL
10-13628	01-00114	GL : 001 300-549-000		88.60	0.00 0.00	88.60 0.00			88.60
10-13628	01-00114	GL : 001 300-549-000		76.00	0.00 0.00	76.00 0.00			76.00
10-13628	01-00114	GL : 001 300-549-000		74.97	0.00 0.00	74.97 0.00			74.97
10-13628	01-00114	GL : 001 300-549-000		9.88	0.00 0.00	9.88 0.00			9.88
10-13628	01-00114	GL : 001 300-549-000		49.52	0.00 0.00	49.52 0.00			49.52
10-13628	01-00114	GL : 001 300-549-000		38.40	0.00 0.00	38.40 0.00			38.40
10-13628	01-00114	GL : 001 300-549-000		55.92	0.00 0.00	55.92 0.00			55.92
10-13628	01-00114	GL : 001 300-549-000		9.56	0.00 0.00	9.56 0.00			9.56
10-13628	01-00114	SUN COAST CLAYS BUSINESS	R	432.85	0.00 0.00	432.85 0.00			432.85
10-13629	01-00114	GL : 001 300-549-000		44.30	0.00 0.00	44.30 0.00			44.30
10-13629	01-00114	GL : 001 300-549-000		79.90	0.00 0.00	79.90 0.00			79.90
10-13629	01-00114	GL : 001 300-549-000		42.00	0.00 0.00	42.00 0.00			42.00
10-13629	01-00114	GL : 001 300-549-000		29.96	0.00 0.00	29.96 0.00			29.96
10-13629	01-00114	GL : 001 300-549-000		99.04	0.00 0.00	99.04 0.00			99.04
10-13629	01-00114	GL : 001 300-549-000		63.98	0.00 0.00	63.98 0.00			63.98
10-13629	01-00114	GL : 001 300-549-000		22.30	0.00 0.00	22.30 0.00			22.30

PO#	VENDOR	===== NAME =====	REL. STAT FLAG	ORDERED	PREVIOUSLY RECEIVED/ VOIDED	CURRENTLY RECEIVED/ VOIDED	ADJUSTMENT/ VARIANCE	OUTSTANDING	TOTAL
10-13629	01-00114	SUN COAST CLAYS BUSINESS	R	381.48	0.00 0.00	381.48 0.00			381.48
10-13610	01-00480	GL : 001 300-526-000		55.00	0.00 0.00	55.00 0.00			55.00
10-13610	01-00480	TIRE SPOT	R	55.00	0.00 0.00	55.00 0.00			55.00
10-13627	01-02118	GL : 001 300-527-001		239.98	0.00 0.00	239.98 0.00			239.98
10-13627	01-02118	GL : 001 300-527-001		239.94	0.00 0.00	239.94 0.00			239.94
10-13627	01-02118	TRACTOR SUPPLY CREDIT PL	R	479.92	0.00 0.00	479.92 0.00			479.92
10-13480	01-02051	GL : 400 700-526-001		1,401.54	0.00 0.00	1,401.54 0.00			1,401.54
10-13480	01-02051	WARRAN AUTOMOTIVE, INC.	R	1,401.54	0.00 0.00	1,401.54 0.00			1,401.54
10-13466	01-00125	GL : 001 300-527-000		55.00	55.00 0.00	0.00 0.00			55.00
10-13466	01-00125	GL : 001 300-527-000		11.00	0.00 0.00	11.00 0.00			11.00
10-13466	01-00125	WESCO	R	66.00	55.00 0.00	11.00 0.00			66.00
10-13563	01-00125	GL : 001 300-527-000		34.20	0.00 0.00	34.20 0.00			34.20
10-13563	01-00125	WESCO	R	34.20	0.00 0.00	34.20 0.00			34.20
**** TOTALS ****				41,758.00	177.90 0.00	41,805.59 25.49	182.32 612.88	361.90	42,527.71

-----RECEIVED AND RELEASED-----

INVOICE COUNT: 0
TOTAL AMOUNT RECEIVED: 0.00
TOTAL AMOUNT VOIDED: 0.00
TOTAL AMOUNT PREPAID: 0.00
TOTAL DISCOUNT: 0.00
TOTAL AMOUNT TO PAY: 0.00

NUMBER OF WARNINGS: 0
NUMBER OF ERRORS: 0

** END OF REPORT **

-----RECEIVED AND NOT RELEASED-----

TOTAL AMOUNT RECEIVED: 41,805.59
TOTAL AMOUNT VOIDED: 25.49



Finance Department Report

To: City Council
From: Sissy Gonzales, Comptroller
Date: November 5, 2019
Subject: Spread the Bay Saint Louis Revenue & Expense Report dated October 31, 2019, on the Minutes.

Attachments:

1. Revenue & Expense Report dated October 31, 2019 ran November 1, 2019

CITY OF BAY ST. LOUIS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: OCTOBER 31ST, 2018

001-GENERAL FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 08.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY						
TAXES	5,867,464	282,590.15	282,590.15	0.00	5,584,873.65	4.82
LICENSES & PERMITS	487,000	68,887.08	68,887.08	0.00	418,112.92	14.15
FINES & FEES	159,000	12,062.00	12,062.00	0.00	146,938.00	7.59
GAMING	2,033,500	150,527.42	150,527.42	0.00	1,882,972.58	7.40
GRANTS	211,463	32,130.20	32,130.20	0.00	179,332.80	15.19
DONATIONS	0	0.00	0.00	0.00	0.00	0.00
INTEREST	750	177.14	177.14	0.00	572.86	23.62
OTHER	571,510	195,815.93	195,815.93	0.00	375,694.07	34.26
CAPITAL	1,294,231	0.00	0.00	0.00	1,294,230.88	0.00
TOTAL REVENUES	10,624,918	742,189.92	742,189.92	0.00	9,882,727.76	6.99

EXPENDITURE SUMMARY

CITY COUNCIL						
PERSONNEL SERVICES	262,642	19,941.88	19,941.88	0.00	242,700.12	7.59
CONTRACTUAL SERVICES	63,912	13,860.25	13,860.25	130.95	49,920.80	21.89
SUPPLIES	3,350	175.00	175.00	504.90	2,670.10	20.30
CAPITAL OUTLAY	1,000	0.00	0.00	0.00	1,000.00	0.00
TOTAL CITY COUNCIL	330,904	33,977.13	33,977.13	635.85	296,291.02	10.46

JUDICIAL						
PERSONNEL SERVICES	157,552	10,828.40	10,828.40	0.00	146,723.60	6.87
CONTRACTUAL SERVICES	85,622	2,020.26	2,020.26	0.00	83,601.74	2.36
SUPPLIES	7,050	0.00	0.00	1,108.39	5,941.61	15.72
CAPITAL OUTLAY	60,000	0.00	0.00	0.00	60,000.00	0.00
TOTAL JUDICIAL	310,224	12,848.66	12,848.66	1,108.39	296,266.95	4.50

ADMINISTRATION						
PERSONNEL SERVICES	553,214	32,931.58	32,931.58	0.00	520,282.42	5.95
CONTRACTUAL SERVICES	1,593,860	187,281.67	187,281.67	6,840.10	1,399,738.23	12.18
SUPPLIES	21,000	675.00	675.00	111.49	20,213.51	3.75
CAPITAL OUTLAY	44,472	3,567.41	3,567.41	0.00	40,904.59	8.02
TOTAL ADMINISTRATION	2,212,546	224,455.66	224,455.66	6,951.59	1,981,138.75	10.46

CITY OF BAY ST. LOUIS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: OCTOBER 31ST, 2018

001-GENERAL FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 08.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
CAPITAL OUTLAY	200,413	0.00	0.00	0.00	200,413.00	0.00
TOTAL POLICE	2,326,712	147,143.98	147,143.98	19,108.47	2,160,459.55	7.15
FIRE						
PERSONNEL SERVICES	1,166,767	97,901.48	97,901.48	0.00	1,068,865.52	8.39
CONTRACTUAL SERVICES	94,196	4,873.32	4,873.32	8,277.54	81,045.14	13.96
SUPPLIES	18,000	2,558.30	2,558.30	2,541.80	12,899.90	28.33
CAPITAL OUTLAY	755,868	0.00	0.00	11,837.00	744,031.00	1.57
TOTAL FIRE	2,034,831	105,333.10	105,333.10	22,656.34	1,906,841.56	6.29
STREETS & PUBLIC WORKS						
PERSONNEL SERVICES	1,191,158	100,173.51	100,173.51	0.00	1,090,984.49	8.41
CONTRACTUAL SERVICES	1,190,249	63,934.84	63,934.84	35,114.23	1,091,199.93	8.32
SUPPLIES	199,700	9,560.72	9,560.72	3,975.48	186,163.80	6.78
CAPITAL OUTLAY	92,940	0.00	0.00	0.00	92,940.00	0.00
TOTAL STREETS & PUBLIC WORKS	2,674,047	173,669.07	173,669.07	39,089.71	2,461,288.22	7.96
TRANSFERS OUT						
CAPITAL OUTLAY	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS & OTHER	386,066	0.00	0.00	0.00	386,065.88	0.00
TOTAL TRANSFERS OUT	386,066	0.00	0.00	0.00	386,065.88	0.00
TOTAL EXPENDITURES	10,623,947	722,887.57	722,887.57	90,775.01	9,810,284.30	7.66
REVENUE OVER/ (UNDER) EXPENDITURES	971	19,302.35	19,302.35 (	90,775.01)	72,443.46	7,362.24-

CITY OF BAY ST. LOUIS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: OCTOBER 31ST, 2018

001-GENERAL FUND

% OF YEAR COMPLETED: 08.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
TAXES						
001-000-201-000 REAL TAXES/AD VAL CURREN	2,638,564	0.00	0.00	0.00	2,638,563.68	0.00
001-000-201-002 LIBRARY AD VALOREM	162,880	2,023.00	2,023.00	0.00	160,857.00	1.24
001-000-201-003 RESERVE FUND AD VALOREM	0	0.00	0.00	0.00	0.00	0.00
001-000-201-004 DEBT SERVICE AD VALOREM	100,625	887.58	887.58	0.00	99,737.03	0.88
001-000-201-005 ROAD & BRIDGE AD VAL	261,362	1,908.73	1,908.73	0.00	259,453.27	0.73
001-000-202-000 REAL TAXES/AD VAL - PRIO	3,000	0.00	0.00	0.00	3,000.00	0.00
001-000-203-000 AUTO TAXES/AD VAL - PRIO	8,000	0.00	0.00	0.00	8,000.00	0.00
001-000-204-000 CNTY TAX PENALTY & INTER	26,000	322.40	322.40	0.00	25,677.60	1.24
001-000-205-000 AUTO TAXES/AD VAL - CURR	343,812	20,710.55	20,710.55	0.00	323,101.43	6.02
001-000-205-001 PERSONAL - CURRENT	149,461	0.00	0.00	0.00	149,460.86	0.00
001-000-205-002 PERSONAL - PRIOR	2,000	0.00	0.00	0.00	2,000.00	0.00
001-000-205-003 MOBILE HOMES - CURRENT	1,136	0.00	0.00	0.00	1,135.67	0.00
001-000-205-004 MOBILE HOMES - PRIOR	140	0.00	0.00	0.00	140.00	0.00
001-000-205-005 MOTOR VEHICLES OVERLOAD	50	0.00	0.00	0.00	50.00	0.00
001-000-206-000 LINE/REAL PROP TAX - UTI	114,454	0.00	0.00	0.00	114,454.00	0.00
001-000-207-000 FRANCHISE - COAST ELECTR	49,000	12,719.31	12,719.31	0.00	36,280.69	25.96
001-000-207-001 FRANCHISE - MEDIACOM	55,000	13,097.96	13,097.96	0.00	41,902.04	23.81
001-000-207-002 FRANCHISE - MS POWER	260,000	84,747.28	84,747.28	0.00	175,252.72	32.60
001-000-207-003 FRANCHISE - Bellsouth	26,000	0.00	0.00	0.00	26,000.00	0.00
001-000-207-004 FRANCHISE - BAY PINES	11,000	0.00	0.00	0.00	11,000.00	0.00
001-000-208-000 SALES TAX REVENUE	1,640,583	146,029.95	146,029.95	0.00	1,494,553.05	8.90
001-000-209-000 VEHICLE FUEL TAX AKA MUN	9,198	0.00	0.00	0.00	9,198.00	0.00
001-000-210-000 RAIL CAR TAX	3,000	0.00	0.00	0.00	3,000.00	0.00
001-000-211-000 ADDITIONAL PRIVILEGE TAX	2,200	143.39	143.39	0.00	2,056.61	6.52
TOTAL TAXES	5,867,464	282,590.15	282,590.15	0.00	5,584,873.65	4.82

LICENSES & PERMITS

001-000-220-000 ALCOHOL BEVERAGE LICENSE	54,000	6,075.00	6,075.00	0.00	47,925.00	11.25
001-000-221-000 LICENSES - CONTRACTOR	37,000	15,640.00	15,640.00	0.00	21,360.00	42.27
001-000-222-000 LICENSES - PRIVILEGE	24,000	9,728.00	9,728.00	0.00	14,272.00	40.53
001-000-223-000 PERMIT - BUILDING	280,000	24,082.00	24,082.00	0.00	255,918.00	8.60
001-000-224-000 PERMIT - TREE	3,000	240.00	240.00	0.00	2,760.00	8.00
001-000-225-000 PERMIT - PLUMBING	18,000	2,539.00	2,539.00	0.00	15,461.00	14.11
001-000-226-000 PERMIT - ELECTRICAL	27,000	2,365.83	2,365.83	0.00	24,634.17	8.76
001-000-227-000 PERMIT - MECHANICAL	10,000	1,102.25	1,102.25	0.00	8,897.75	11.02
001-000-228-000 PLANNING & ZONING	14,000	1,915.00	1,915.00	0.00	12,085.00	13.68

AS OF: OCTOBER 31ST, 2018

001-GENERAL FUND

% OF YEAR COMPLETED: 08.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
GAMING						
001-000-234-001 GAMING FEES - HOLLYWOOD	1,830,000	142,982.45	142,982.45	0.00	1,687,017.55	7.81
001-000-234-002 GAMING GROSS REVENUE TAX	105,000	7,544.97	7,544.97	0.00	97,455.03	7.19
001-000-234-003 GAMING DEVICES	98,500	0.00	0.00	0.00	98,500.00	0.00
TOTAL GAMING	2,033,500	150,527.42	150,527.42	0.00	1,882,972.58	7.40
GRANTS						
001-000-256-002 KATRINA - PROJECT CLOSEO	0	0.00	0.00	0.00	0.00	0.00
001-000-257-002 HURRICANE NATE	0	25,487.00	25,487.00	0.00 (	25,487.00)	0.00
001-000-260-000 POLICE STATE GRANT REVEN	0	0.00	0.00	0.00	0.00	0.00
001-000-260-001 POLICE GRANT -OVERTIME	30,000	0.00	0.00	0.00	30,000.00	0.00
001-000-260-002 POLICE GRANT-TRAINING RE	27,000	0.00	0.00	0.00	27,000.00	0.00
001-000-260-003 GRANT-ALCOHOL	0	0.00	0.00	0.00	0.00	0.00
001-000-260-004 GRANT-TRAFFIC SERVICES	0	0.00	0.00	0.00	0.00	0.00
001-000-260-006 GRANT-HIDTA REIMBURSEMEN	53,845	0.00	0.00	0.00	53,845.00	0.00
001-000-262-000 SCHOOL RESOURCE OFFICER	0	6,643.20	6,643.20	0.00 (	6,643.20)	0.00
001-000-263-000 FIRE INSURANCE REBATE	50,000	0.00	0.00	0.00	50,000.00	0.00
001-000-264-000 HOMESTEAD REIMBURSEMENT	46,000	0.00	0.00	0.00	46,000.00	0.00
001-000-265-000 MUNICIPAL REVOLVING FUND	4,618	0.00	0.00	0.00	4,618.00	0.00
TOTAL GRANTS	211,463	32,130.20	32,130.20	0.00	179,332.80	15.19
DONATIONS						
001-000-286-000 DONATIONS - GENERAL FUND	0	0.00	0.00	0.00	0.00	0.00
TOTAL DONATIONS	0	0.00	0.00	0.00	0.00	0.00
INTEREST						
001-000-290-000 INTEREST INCOME	750	177.14	177.14	0.00	572.86	23.62
TOTAL INTEREST	750	177.14	177.14	0.00	572.86	23.62
OTHER						
001-000-300-000 OTHER INCOME	23,000	2,346.83	2,346.83	0.00	20,653.17	10.20
001-000-300-302 TRANSFERS IN-1/4 MILL	32,670	0.00	0.00	0.00	32,670.00	0.00
001-000-300-303 TRANSFER IN MUN RESERVE	0	0.00	0.00	0.00	0.00	0.00
001-000-300-305 TRANSFER IN UTILTY C&M	0	100,000.00	100,000.00	0.00 (	100,000.00)	0.00
001-000-313-000 COUNTY ROAD & BRIDGE	136,740	1,078.80	1,078.80	0.00	135,661.20	0.79
001-000-319-000 RENT-COMMUNITY HALL	70,000	6,665.00	6,665.00	0.00	63,335.00	9.52
001-000-319-001 RENT-OLD CITY HALL-CYPRE	15,600	4,155.00	4,155.00	0.00	11,445.00	26.63
001-000-319-002 RENT-DEPOT	6,600	0.00	0.00	0.00	6,600.00	0.00

CITY OF BAY ST. LOUIS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: OCTOBER 31ST, 2018

001-GENERAL FUND

% OF YEAR COMPLETED: 08.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUES						
CAPITAL						
001-000-395-000 OTHER FUNDING SOURCES -	890,750	0.00	0.00	0.00	890,750.00	0.00
001-000-399-000 BEGINNING CASH BALANCE-G	350,000	0.00	0.00	0.00	350,000.00	0.00
001-000-399-001 BEGINNING CASH BALANCE-F	53,481	0.00	0.00	0.00	53,480.88	0.00
TOTAL CAPITAL	1,294,231	0.00	0.00	0.00	1,294,230.88	0.00
TOTAL REVENUE	10,624,918	742,189.92	742,189.92	0.00	9,882,727.76	6.99

AS OF: OCTOBER 31ST, 2018

001-GENERAL FUND

% OF YEAR COMPLETED: 08.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<hr/>						
CITY COUNCIL						
=====						
PERSONNEL SERVICES						
001-100-400-000 PAYROLL	165,825	12,755.73	12,755.73	0.00	153,069.27	7.69
001-100-401-000 OVERTIME PAYROLL EXPENSE	500	47.67	47.67	0.00	452.33	9.53
001-100-403-000 PERS	29,126	2,029.49	2,029.49	0.00	27,096.51	6.97
001-100-404-000 FICA	12,724	957.95	957.95	0.00	11,766.05	7.53
001-100-405-000 EMPLOYEE INSURANCE	54,139	3,854.90	3,854.90	0.00	50,284.10	7.12
001-100-406-000 UNEMPLOYMENT	70	0.00	0.00	0.00	70.00	0.00
001-100-407-000 WORKERS' COMPENSATION	258	296.14	296.14	0.00 (	38.14)	114.78
TOTAL PERSONNEL SERVICES	262,642	19,941.88	19,941.88	0.00	242,700.12	7.59
CONTRACTUAL SERVICES						
001-100-510-000 COMPUTER/SOFTWARE	50,490	12,596.00	12,596.00	0.00	37,894.00	24.95
001-100-512-000 ENGINEERING	0	0.00	0.00	0.00	0.00	0.00
001-100-513-000 EQUIPMENT RENTAL	2,120	202.02	202.02	0.00	1,917.98	9.53
001-100-520-000 LEGAL ADVERTISEMENTS	1,200	536.25	536.25	0.00	663.75	44.69
001-100-526-000 REPAIRS & MAINT -EQUIP &	2,552	139.98	139.98	130.95	2,281.07	10.62
001-100-530-000 TELEPHONE EXPENSE	0	0.00	0.00	0.00	0.00	0.00
001-100-531-000 UTILITIES	0	0.00	0.00	0.00	0.00	0.00
001-100-533-000 WORKSHOPS, SEMINARS, TRA	7,500	386.00	386.00	0.00	7,114.00	5.15
001-100-543-000 PUBLICATIONS	0	0.00	0.00	0.00	0.00	0.00
001-100-568-000 MEDICAL EXPENSES	50	0.00	0.00	0.00	50.00	0.00
TOTAL CONTRACTUAL SERVICES	63,912	13,860.25	13,860.25	130.95	49,920.80	21.89
SUPPLIES						
001-100-606-000 FIDELITY BOND	350	175.00	175.00	0.00	175.00	50.00
001-100-612-000 OFFICE SUPPLIES	1,000	0.00	0.00	504.90	495.10	50.49
001-100-613-000 OPERATING SUPPLIES	2,000	0.00	0.00	0.00	2,000.00	0.00
TOTAL SUPPLIES	3,350	175.00	175.00	504.90	2,670.10	20.30
CAPITAL OUTLAY						
001-100-900-000 CAPITAL EXPENSE	1,000	0.00	0.00	0.00	1,000.00	0.00
TOTAL CAPITAL OUTLAY	1,000	0.00	0.00	0.00	1,000.00	0.00

AS OF: OCTOBER 31ST, 2018

001-GENERAL FUND

% OF YEAR COMPLETED: 08.33

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
001-102-406-000 UNEMPLOYMENT	140	2.28	2.28	0.00	137.72	1.63
001-102-407-000 WORKERS' COMPENSATION	569	189.78	189.78	0.00	379.22	33.35
TOTAL PERSONNEL SERVICES	157,552	10,828.40	10,828.40	0.00	146,723.60	6.87
CONTRACTUAL SERVICES						
001-102-510-000 COMPUTER/SOFTWARE	4,500	0.00	0.00	0.00	4,500.00	0.00
001-102-513-000 EQUIPMENT RENTAL	1,020	40.26	40.26	0.00	979.74	3.95
001-102-521-000 MAINTENANCE AGREEMENTS	0	0.00	0.00	0.00	0.00	0.00
001-102-526-000 REPAIRS & MAINT - EQUIP	452	0.00	0.00	0.00	452.00	0.00
001-102-533-000 WORKSHOPS, SEMINARS & TR	500	0.00	0.00	0.00	500.00	0.00
001-102-535-000 PROSECUTOR, JUDGES LEGAL	29,000	2,000.00	2,000.00	0.00	27,000.00	6.90
001-102-544-000 PRISONER FEES	50,000	0.00	0.00	0.00	50,000.00	0.00
001-102-550-000 CASH SHORT/OVER	50 (	20.00) (	20.00)	0.00	70.00	40.00-
001-102-568-000 MEDICAL EXPENSES	100	0.00	0.00	0.00	100.00	0.00
TOTAL CONTRACTUAL SERVICES	85,622	2,020.26	2,020.26	0.00	83,601.74	2.36
SUPPLIES						
001-102-606-000 FIDELITY BONDS	100	0.00	0.00	0.00	100.00	0.00
001-102-612-000 OFFICE SUPPLIES	3,500	0.00	0.00	192.70	3,307.30	5.51
001-102-613-000 OPERATING SUPPLIES	2,700	0.00	0.00	915.69	1,784.31	33.91
001-102-615-000 UNIFORMS	750	0.00	0.00	0.00	750.00	0.00
TOTAL SUPPLIES	7,050	0.00	0.00	1,108.39	5,941.61	15.72
CAPITAL OUTLAY						
001-102-900-000 CAPITAL EXPENSE	60,000	0.00	0.00	0.00	60,000.00	0.00
TOTAL CAPITAL OUTLAY	60,000	0.00	0.00	0.00	60,000.00	0.00

TOTAL JUDICIAL	310,224	12,848.66	12,848.66	1,108.39	296,266.95	4.50
----------------	---------	-----------	-----------	----------	------------	------

ADMINISTRATION

=====

PERSONNEL SERVICES

001-120-400-000 PAYROLL	391,598	23,880.13	23,880.13	0.00	367,717.87	6.10
001-120-401-000 OVERTIME PAYROLL EXPENSE	3,000	26.18	26.18	0.00	2,973.82	0.87
001-120-403-000 PERS	68,660	3,765.24	3,765.24	0.00	64,894.76	5.48
001-120-404-000 FICA	30,187	1,752.74	1,752.74	0.00	28,434.26	5.81
001-120-405-000 EMPLOYEE INSURANCE	58,006	2,930.72	2,930.72	0.00	55,075.28	5.05

AS OF: OCTOBER 31ST, 2018

001-GENERAL FUND

% OF YEAR COMPLETED: 08.33

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
001-120-503-006 TRANSFER OUT-LIBRARY	162,880	19,365.30	19,365.30	0.00	143,514.70	11.89
001-120-503-007 TFR OUT 1/4 MILL TAX-FIR	32,670	0.00	0.00	0.00	32,670.00	0.00
001-120-503-009 TRANSF UTIL INTERFUND	0	0.00	0.00	0.00	0.00	0.00
001-120-503-011 TRANSF MUN RESERVE INTER	0	0.00	0.00	0.00	0.00	0.00
001-120-504-001 TRF OUT ROAD & BRIDGE SK	261,362 (	0.01) (	0.01)	0.00	261,362.01	0.00
001-120-504-003 TFR OUT -COUNTY R&B TAX	136,740	0.00	0.00	0.00	136,740.00	0.00
001-120-509-000 CAFETERIA PLAN ADMINISTR	0	0.00	0.00	0.00	0.00	0.00
001-120-510-000 COMPUTER/SOFTWARE	30,000	2,124.94	2,124.94	3,234.84	24,640.22	17.87
001-120-513-000 EQUIPMENT RENTAL	845	155.04	155.04	0.00	689.96	18.35
001-120-516-000 GENERAL INSURANCE	315,000	40,386.00	40,386.00	0.00	274,614.00	12.82
001-120-518-000 KATRINA CLOSE OUT COSTS	0	0.00	0.00	0.00	0.00	0.00
001-120-520-000 LEGAL ADVERTISEMENTS	3,000	1,107.50	1,107.50	1,291.56	600.94	79.97
001-120-520-005 RECODIFICATION	6,000	0.00	0.00	2,143.00	3,857.00	35.72
001-120-521-000 MAINTENANCE AGREEMENTS	345	23.93	23.93	0.00	321.07	6.94
001-120-521-001 PAYLOCITY SERVICE FEES	26,000	0.00	0.00	0.00	26,000.00	0.00
001-120-523-000 MS MUNICIPAL LEAGUE	3,078	3,078.00	3,078.00	0.00	0.00	100.00
001-120-528-000 REPAIRS & MAINT - VEHICL	500	0.00	0.00	0.00	500.00	0.00
001-120-530-000 TELEPHONE EXPENSE	47,000	5,050.74	5,050.74	0.00	41,949.26	10.75
001-120-533-000 WORKSHOPS, SEMINARS, TRA	10,000	386.00	386.00	0.00	9,614.00	3.86
001-120-538-000 MEMBERSHIP DUES	1,303	0.00	0.00	0.00	1,303.00	0.00
001-120-542-000 OPERATING EXPENSE	13,360	6,719.50	6,719.50	170.70	6,469.80	51.57
001-120-543-000 PUBLICATIONS	400	0.00	0.00	0.00	400.00	0.00
001-120-544-000 LEGAL SERVICES	120,000	23,257.42	23,257.42	0.00	96,742.58	19.38
001-120-544-001 LEGAL SERVICES-RETAINER	0	0.00	0.00	0.00	0.00	0.00
001-120-546-000 SETTLEMENTS	0	100,000.00	100,000.00	0.00 (	100,000.00)	0.00
001-120-550-001 CASH - LONG/SHORT	0	0.00	0.00	0.00	0.00	0.00
001-120-560-001 SUPPORT - SENIOR CITIZEN	2,400	200.00	200.00	0.00	2,200.00	8.33
001-120-560-002 SUPPORT - TOURISM	22,500	0.00	0.00	0.00	22,500.00	0.00
001-120-560-004 SUPPORT - GRPC	4,391	4,391.00	4,391.00	0.00	0.00	100.00
001-120-560-005 SUPPORT - OTHER	2	0.00	0.00	0.00	2.00	0.00
001-120-568-000 MEDICAL EXPENSES	50	0.00	0.00	0.00	50.00	0.00
TOTAL CONTRACTUAL SERVICES	1,593,860	187,281.67	187,281.67	6,840.10	1,399,738.23	12.18
SUPPLIES						
001-120-606-000 FIDELITY BOND	6,500	175.00	175.00	0.00	6,325.00	2.69
001-120-612-000 OFFICE SUPPLIES	5,000	0.00	0.00	74.00	4,926.00	1.48
001-120-613-000 OPERATING SUPPLIES	1,500	0.00	0.00	37.49	1,462.51	2.50
001-120-614-000 POSTAGE	7,000	500.00	500.00	0.00	6,500.00	7.14
001-120-616-000 FUEL EXPENSE	1,000	0.00	0.00	0.00	1,000.00	0.00

CITY OF BAY ST. LOUIS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: OCTOBER 31ST, 2018

001-GENERAL FUND

% OF YEAR COMPLETED: 08.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<hr/>						
BUILDING DEPARTMENT						
=====						
PERSONNEL SERVICES						
001-150-400-000 PAYROLL	213,320	15,640.03	15,640.03	0.00	197,679.97	7.33
001-150-401-000 OVERTIME PAYROLL EXPENSE	2,000	513.94	513.94	0.00	1,486.06	25.70
001-150-403-000 PERS	37,466	2,544.25	2,544.25	0.00	34,921.75	6.79
001-150-404-000 FICA	16,472	1,209.26	1,209.26	0.00	15,262.74	7.34
001-150-405-000 EMPLOYEE INSURANCE	38,670	2,561.02	2,561.02	0.00	36,108.98	6.62
001-150-406-000 UNEMPLOYMENT	175	0.00	0.00	0.00	175.00	0.00
001-150-407-000 WORKERS' COMPENSATION	8,267	2,755.66	2,755.66	0.00	5,511.34	33.33
TOTAL PERSONNEL SERVICES	316,370	25,224.16	25,224.16	0.00	291,145.84	7.97
CONTRACTUAL SERVICES						
001-150-510-000 COMPUTER/SOFTWARE	2,582	0.00	0.00	95.00	2,487.00	3.68
001-150-512-000 ENGINEERING	2,900	0.00	0.00	0.00	2,900.00	0.00
001-150-513-000 EQUIPMENT RENTAL	1,000	0.00	0.00	0.00	1,000.00	0.00
001-150-520-000 LEGAL ADVERTISEMENTS	1,500	0.00	0.00	46.20	1,453.80	3.08
001-150-521-000 MAINTENANCE AGREEMENTS	1,000	68.38	68.38	0.00	931.62	6.84
001-150-524-001 PLANNING & ZONING	1,000	22.32	22.32	0.00	977.68	2.23
001-150-528-000 REPAIRS & MAINT - VEHICL	900	0.00	0.00	0.00	900.00	0.00
001-150-530-000 TELEPHONE EXPENSE	820	0.00	0.00	0.00	820.00	0.00
001-150-533-000 WORKSHOPS, SEMINARS & TR	2,500	0.00	0.00	0.00	2,500.00	0.00
001-150-538-000 MEMBERSHIP DUES	100	0.00	0.00	0.00	100.00	0.00
001-150-542-000 OPERATING EXPENSES	2,500	0.00	0.00	0.00	2,500.00	0.00
001-150-543-000 PUBLICATIONS	500	0.00	0.00	243.50	256.50	48.70
001-150-568-000 MEDICAL EXPENSES	0	0.00	0.00	0.00	0.00	0.00
TOTAL CONTRACTUAL SERVICES	17,302	90.70	90.70	384.70	16,826.60	2.75
SUPPLIES						
001-150-612-000 OFFICE SUPPLIES	1,800	0.00	0.00	839.96	960.04	46.66
001-150-613-000 OPERATING SUPPLIES	1,500	145.11	145.11	0.00	1,354.89	9.67
001-150-614-000 POSTAGE	1,000	0.00	0.00	0.00	1,000.00	0.00
001-150-615-000 UNIFORMS	1,000	0.00	0.00	0.00	1,000.00	0.00
001-150-616-000 FUEL EXPENSE	5,000	0.00	0.00	0.00	5,000.00	0.00
TOTAL SUPPLIES	10,300	145.11	145.11	839.96	9,314.93	9.56

CAPITAL OUTLAY

CITY OF BAY ST. LOUIS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: OCTOBER 31ST, 2018

001-GENERAL FUND

% OF YEAR COMPLETED: 08.33

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<hr/>						
POLICE						
=====						
PERSONNEL SERVICES						
001-200-400-000 PAYROLL	1,283,785	80,687.56	80,687.56	0.00	1,203,097.44	6.29
001-200-401-000 OVERTIME PAYROLL EXPENSE	50,000	9,371.09	9,371.09	0.00	40,628.91	18.74
001-200-401-001 OVERTIME-GRANT REIMB	23,990	0.00	0.00	0.00	23,990.00	0.00
001-200-403-000 PERS	236,253	13,721.27	13,721.27	0.00	222,531.73	5.81
001-200-404-000 FICA	103,870	6,585.88	6,585.88	0.00	97,284.12	6.34
001-200-405-000 EMPLOYEE INSURANCE	193,352	11,849.08	11,849.08	0.00	181,502.92	6.13
001-200-406-000 UNEMPLOYMENT	1,225	33.86	33.86	0.00	1,191.14	2.76
001-200-407-000 WORKERS' COMPENSATION	53,789	17,699.85	17,699.85	0.00	36,089.15	32.91
TOTAL PERSONNEL SERVICES	1,946,264	139,948.59	139,948.59	0.00	1,806,315.41	7.19
CONTRACTUAL SERVICES						
001-200-510-000 COMPUTER SOFTWARE	12,035	0.00	0.00	0.00	12,035.00	0.00
001-200-512-000 ENGINEERING	0	0.00	0.00	0.00	0.00	0.00
001-200-516-000 GENERAL INSURANCE	0	0.00	0.00	0.00	0.00	0.00
001-200-521-000 MAINTENANCE AGREEMENTS	15,000	320.54	320.54	0.00	14,679.46	2.14
001-200-526-000 REPAIRS & MAINT - EQUIPM	0	0.00	0.00	0.00	0.00	0.00
001-200-528-000 REPAIRS & MAINT - VEHICL	35,000	1,896.44	1,896.44	10,047.36	23,056.20	34.13
001-200-533-000 WORKSHOPS, SEMINARS, TRA	5,000	0.00	0.00	92.00	4,908.00	1.84
001-200-538-000 MEMBERSHIP DUES	500	0.00	0.00	0.00	500.00	0.00
001-200-542-000 OPERATING EXPENSES	8,100	0.00	0.00	1,267.19	6,832.81	15.64
001-200-561-000 TRAINING	27,000	0.00	0.00	1,040.00	25,960.00	3.85
001-200-568-000 MEDICAL EXPENSES	2,000	350.00	350.00	971.00	679.00	66.05
TOTAL CONTRACTUAL SERVICES	104,635	2,566.98	2,566.98	13,417.55	88,650.47	15.28
SUPPLIES						
001-200-600-000 AMMUNITION	3,000	0.00	0.00	0.00	3,000.00	0.00
001-200-606-000 FIDELITY BOND	400	350.00	350.00	0.00	50.00	87.50
001-200-612-000 OFFICE SUPPLIES	1,000	0.00	0.00	0.00	1,000.00	0.00
001-200-613-000 OPERATING SUPPLIES	1,000	0.00	0.00	380.55	619.45	38.06
001-200-615-000 UNIFORMS	8,000	44.78	44.78	4,424.87	3,530.35	55.87
001-200-616-000 FUEL EXPENSE	60,000	4,233.63	4,233.63	0.00	55,766.37	7.06
001-200-620-000 CRIME PREVENTION SUPPLIE	2,000	0.00	0.00	885.50	1,114.50	44.28
001-200-699-000 HURRICANE PREP SUPPLIES	0	0.00	0.00	0.00	0.00	0.00
TOTAL SUPPLIES	75,400	4,628.41	4,628.41	5,690.92	65,080.67	13.69

CITY OF BAY ST. LOUIS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: OCTOBER 31ST, 2018

001-GENERAL FUND

% OF YEAR COMPLETED: 08.33

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<hr/>						
FIRE						
=====						
PERSONNEL SERVICES						
001-260-400-000 PAYROLL	687,257	49,366.92	49,366.92	0.00	637,890.08	7.18
001-260-401-000 OVERTIME PAYROLL EXPENSE	90,000	8,275.47	8,275.47	0.00	81,724.53	9.19
001-260-403-000 PERS	135,243	9,078.68	9,078.68	0.00	126,164.32	6.71
001-260-404-000 FICA	59,460	4,187.17	4,187.17	0.00	55,272.83	7.04
001-260-405-000 EMPLOYEE INSURANCE	139,213	8,717.94	8,717.94	0.00	130,495.06	6.26
001-260-406-000 UNEMPLOYMENT	840	24.09	24.09	0.00	815.91	2.87
001-260-407-000 WORKERS' COMPENSATION	54,754	18,251.21	18,251.21	0.00	36,502.79	33.33
TOTAL PERSONNEL SERVICES	1,166,767	97,901.48	97,901.48	0.00	1,068,865.52	8.39
CONTRACTUAL SERVICES						
001-260-510-000 COMPUTER/SOFTWARE	1,500	559.98	559.98	619.68	320.34	78.64
001-260-513-000 EQUIPMENT RENTAL	0	0.00	0.00	0.00	0.00	0.00
001-260-516-000 GENERAL INSURANCE - VFIS	13,103	0.00	0.00	0.00	13,103.00	0.00
001-260-521-000 MAINTENANCE AGREEMENTS	15,232	2,050.18	2,050.18	1,275.00	11,906.82	21.83
001-260-526-000 REPAIRS & MAINT - EQUIPM	7,000	3.16	3.16	2,995.06	4,001.78	42.83
001-260-527-000 REPAIRS & MAINT - PROPER	12,361	0.00	0.00	0.00	12,361.00	0.00
001-260-528-000 REPAIRS & MAINT - VEHICL	30,000	0.00	0.00	1,792.80	28,207.20	5.98
001-260-530-000 TELEPHONE EXPENSE	0	0.00	0.00	0.00	0.00	0.00
001-260-533-000 WORKSHOPS, SEMINARS, TRA	3,000	0.00	0.00	0.00	3,000.00	0.00
001-260-542-000 OPERATING EXPENSE	1,000	0.00	0.00	587.00	413.00	58.70
001-260-561-000 TRAINING	10,000	2,260.00	2,260.00	0.00	7,740.00	22.60
001-260-561-001 TRAINING-1/4 MILL	0	0.00	0.00	0.00	0.00	0.00
001-260-568-000 MEDICAL EXPENSES	1,000	0.00	0.00	1,008.00 (	8.00)	100.80
TOTAL CONTRACTUAL SERVICES	94,196	4,873.32	4,873.32	8,277.54	81,045.14	13.96
SUPPLIES						
001-260-612-000 OFFICE SUPPLIES	1,000	0.00	0.00	0.00	1,000.00	0.00
001-260-613-000 OPERATING SUPPLIES	2,000	0.00	0.00	120.35	1,879.65	6.02
001-260-615-000 UNIFORMS	5,000	0.00	0.00	2,421.45	2,578.55	48.43
001-260-615-001 UNIFORM-1/4 MILL	0	0.00	0.00	0.00	0.00	0.00
001-260-616-000 FUEL EXPENSE	10,000	2,558.30	2,558.30	0.00	7,441.70	25.58
001-260-699-000 HURRICANE PREP SUPPLIES	0	0.00	0.00	0.00	0.00	0.00
TOTAL SUPPLIES	18,000	2,558.30	2,558.30	2,541.80	12,899.90	28.33

AS OF: OCTOBER 31ST, 2018

001-GENERAL FUND

% OF YEAR COMPLETED: 08.33

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<hr/>						
STREETS & PUBLIC WORKS						
=====						
PERSONNEL SERVICES						
001-300-400-000 PAYROLL	757,047	45,997.15	45,997.15	0.00	711,049.85	6.08
001-300-401-000 OVERTIME PAYROLL EXPENSE	20,000	7,684.62	7,684.62	0.00	12,315.38	38.42
001-300-403-000 PERS	134,563	8,431.56	8,431.56	0.00	126,131.44	6.27
001-300-404-000 FICA	59,444	4,047.59	4,047.59	0.00	55,396.41	6.81
001-300-405-000 EMPLOYEE INSURANCE	177,884	9,120.55	9,120.55	0.00	168,763.45	5.13
001-300-406-000 UNEMPLOYMENT	945	37.39	37.39	0.00	907.61	3.96
001-300-407-000 WORKERS' COMPENSATION	41,275	24,854.65	24,854.65	0.00	16,420.35	60.22
TOTAL PERSONNEL SERVICES	1,191,158	100,173.51	100,173.51	0.00	1,090,984.49	8.41
CONTRACTUAL SERVICES						
001-300-510-000 COMPUTER/SOFTWARE	3,500	279.99	279.99	309.84	2,910.17	16.85
001-300-512-000 ENGINEERING	19,000	3,227.37	3,227.37	0.00	15,772.63	16.99
001-300-513-000 EQUIPMENT RENTAL	4,000	70.18	70.18	57.20	3,872.62	3.18
001-300-516-000 GENERAL INSURANCE	7,000	0.00	0.00	0.00	7,000.00	0.00
001-300-521-000 MAINTENANCE AGREEMENTS	15,500	269.81	269.81	0.00	15,230.19	1.74
001-300-521-001 MAINTENANCE--LIGHTING CO	44,000	0.00	0.00	0.00	44,000.00	0.00
001-300-524-000 BLIGHTED PROPERTY PROJEC	10,000	0.00	0.00	2.50	9,997.50	0.03
001-300-526-000 REPAIRS & MAINT - EQUIPM	50,000	1,093.31	1,093.31	3,794.91	45,111.78	9.78
001-300-527-000 REPAIRS & MAINT - PROPER	80,000	7,344.44	7,344.44	20,042.38	52,613.18	34.23
001-300-527-001 SPORTS COMPLEX EXPENSE	20,000	0.00	0.00	26.19	19,973.81	0.13
001-300-528-000 REPAIRS & MAINT - VEHICL	12,000	190.47	190.47	2,367.82	9,441.71	21.32
001-300-529-000 STREET LIGHTS	345,000	28,602.75	28,602.75	1,000.00	315,397.25	8.58
001-300-530-000 TELEPHONE EXPENSE	1,900	0.00	0.00	0.00	1,900.00	0.00
001-300-531-000 UTILITIES	210,132	19,236.06	19,236.06	0.00	190,895.94	9.15
001-300-533-000 WORKSHOPS, SEMINARS, TRA	1,500	0.00	0.00	0.00	1,500.00	0.00
001-300-541-000 GARBAGE EXPENSE	2,200	2,255.68	2,255.68	0.00 (	55.68)	102.53
001-300-542-000 OPERATING EXPENSES	25,500	327.49	327.49	170.43	25,002.08	1.95
001-300-549-000 JANITORIAL SUPPLIES	10,000	665.98	665.98	176.00	9,158.02	8.42
001-300-550-000 GRASS CUTTING	328,017	371.31	371.31	7,166.96	320,478.73	2.30
001-300-568-000 MEDICAL EXPENSES	1,000	0.00	0.00	0.00	1,000.00	0.00
TOTAL CONTRACTUAL SERVICES	1,190,249	63,934.84	63,934.84	35,114.23	1,091,199.93	8.32
SUPPLIES						
001-300-610-000 DRAINAGE MATERIALS	5,000	0.00	0.00	0.00	5,000.00	0.00

CITY OF BAY ST. LOUIS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: OCTOBER 31ST, 2018

001-GENERAL FUND

% OF YEAR COMPLETED: 08.33

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<hr/>						
CAPITAL OUTLAY						
001-300-900-000 CAPITAL EXPENSE	64,750	0.00	0.00	0.00	64,750.00	0.00
001-300-905-200 TRANSFER OUT DEBT SERV	28,190	0.00	0.00	0.00	28,190.00	0.00
001-300-912-000 CAPITAL OUTLAY-STREETS	0	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	92,940	0.00	0.00	0.00	92,940.00	0.00
<hr/>						
TOTAL STREETS & PUBLIC WORKS	2,674,047	173,669.07	173,669.07	39,089.71	2,461,288.22	7.96
TRANSFERS OUT						
=====						
CAPITAL OUTLAY						
001-900-900-001 TRANSFERS OUT	0	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS & OTHER						
001-900-951-000 ENDING CASH BAL-GEN FUND	300,000	0.00	0.00	0.00	300,000.00	0.00
001-900-951-001 ENDING CASH BAL-FIRE BAN	86,066	0.00	0.00	0.00	86,065.88	0.00
TOTAL TRANSFERS & OTHER	386,066	0.00	0.00	0.00	386,065.88	0.00
<hr/>						
TOTAL TRANSFERS OUT	386,066	0.00	0.00	0.00	386,065.88	0.00
<hr/>						
TOTAL EXPENDITURES	10,623,947	722,887.57	722,887.57	90,775.01	9,810,284.30	7.66
REVENUE OVER/ (UNDER) EXPENDITURES	971	19,302.35	19,302.35 (	90,775.01)	72,443.46	7,362.24-

CITY OF BAY ST. LOUIS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: OCTOBER 31ST, 2018

005-MUNICIPAL RESERVE FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 08.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY						
GRANTS	0	0.00	0.00	0.00	0.00	0.00
INTEREST	500	15.48	15.48	0.00	484.52	3.10
OTHER	215,000 (	50,000.00) (	50,000.00)	0.00	265,000.00	23.26-
CAPITAL	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	215,500 (	49,984.52) (	49,984.52)	0.00	265,484.52	23.19-
EXPENDITURE SUMMARY						
MUNI RESERVE EXPENSE						
CONTRACTUAL SERVICES	0	0.00	0.00	0.00	0.00	0.00
SUPPLIES	0	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	0	0.00	0.00	0.00	0.00	0.00
TOTAL MUNI RESERVE EXPENSE	0	0.00	0.00	0.00	0.00	0.00
MUNI RESERVE EXPENSE						
CAPITAL OUTLAY	0	100,444.88	100,444.88	0.00 (	100,444.88)	0.00
TRANSFERS & OTHER	0	0.00	0.00	0.00	0.00	0.00
TOTAL MUNI RESERVE EXPENSE	0	100,444.88	100,444.88	0.00 (	100,444.88)	0.00
TOTAL EXPENDITURES	0	100,444.88	100,444.88	0.00 (	100,444.88)	0.00
REVENUE OVER/ (UNDER) EXPENDITURES	215,500 (	150,429.40) (	150,429.40)	0.00	365,929.40	69.80-

CITY OF BAY ST. LOUIS
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: OCTOBER 31ST, 2018

005-MUNICIPAL RESERVE FUND

% OF YEAR COMPLETED: 08.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<hr/>						
GRANTS						
005-000-257-013 GRANT REVENUE-OST PROJEC	0	0.00	0.00	0.00	0.00	0.00
005-000-257-014 GRANT REVENUE-MDOT-90 ME	0	0.00	0.00	0.00	0.00	0.00
005-000-257-015 GRANT REVENUE_SAFE ROUTE	0	0.00	0.00	0.00	0.00	0.00
TOTAL GRANTS	0	0.00	0.00	0.00	0.00	0.00
INTEREST						
005-000-290-000 INTEREST INCOME	500	15.48	15.48	0.00	484.52	3.10
TOTAL INTEREST	500	15.48	15.48	0.00	484.52	3.10
OTHER						
005-000-300-000 OTHER INCOME	0	0.00	0.00	0.00	0.00	0.00
005-000-300-302 TRANSFER IN-TAXES	0	0.00	0.00	0.00	0.00	0.00
005-000-300-303 TRANSFER IN-GEN FUND OPE	215,000 (	50,000.00) (	50,000.00)	0.00	265,000.00	23.26-
005-000-300-304 TRANSFER IN - DEBT SERVI	0	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER	215,000 (	50,000.00) (	50,000.00)	0.00	265,000.00	23.26-
CAPITAL						
005-000-399-000 BEGINNING CASH BALANCE	0	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL	0	0.00	0.00	0.00	0.00	0.00
<hr/>						
TOTAL REVENUE	215,500 (	49,984.52) (	49,984.52)	0.00	265,484.52	23.19-

AS OF: OCTOBER 31ST, 2018

005-MUNICIPAL RESERVE FUND

% OF YEAR COMPLETED: 08.33

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<hr/>						
MUNI RESERVE EXPENSE						
=====						
CONTRACTUAL SERVICES						
005-100-543-000 PUBLICATIONS	0	0.00	0.00	0.00	0.00	0.00
005-100-546-000 SETTLEMENTS	0	0.00	0.00	0.00	0.00	0.00
TOTAL CONTRACTUAL SERVICES	0	0.00	0.00	0.00	0.00	0.00
SUPPLIES						
005-100-611-000 STREET MATERIALS	0	0.00	0.00	0.00	0.00	0.00
TOTAL SUPPLIES	0	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY						
005-100-900-000 CAPITAL EXPENSE	0	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0	0.00	0.00	0.00	0.00	0.00
<hr/>						
TOTAL MUNI RESERVE EXPENSE	0	0.00	0.00	0.00	0.00	0.00
MUNI RESERVE EXPENSE						
=====						
CAPITAL OUTLAY						
005-900-900-001 TRASFERS OUT	0	0.00	0.00	0.00	0.00	0.00
005-900-905-001 OLD SPANISH TRAIL PROJE	0	0.00	0.00	0.00	0.00	0.00
005-900-905-002 MDOT HWY 90 MEDIAN PROJE	0	100,444.88	100,444.88	0.00 (	100,444.88)	0.00
005-900-905-003 SAFE ROUTES TO SCHOOLS	0	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0	100,444.88	100,444.88	0.00 (	100,444.88)	0.00
TRANSFERS & OTHER						
005-900-951-000 ENDING CASH BALANCE	0	0.00	0.00	0.00	0.00	0.00
TOTAL TRANSFERS & OTHER	0	0.00	0.00	0.00	0.00	0.00
<hr/>						
TOTAL MUNI RESERVE EXPENSE	0	100,444.88	100,444.88	0.00 (	100,444.88)	0.00

CITY OF BAY ST. LOUIS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: OCTOBER 31ST, 2018

200-DEBT SERVICE FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 08.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY						
TAXES	0 (	8,670.99) (	8,670.99)	0.00	8,670.99	0.00
INTEREST	100	6.86	6.86	0.00	93.14	6.86
OTHER	500,930	122,932.40	122,932.40	0.00	377,997.43	24.54
CAPITAL	90,000	0.00	0.00	0.00	90,000.00	0.00
TOTAL REVENUES	591,030	114,268.27	114,268.27	0.00	476,761.56	19.33
EXPENDITURE SUMMARY						
DEBT SERVICE						
DEBT SERVICE	509,958	104,324.10	104,324.10	0.00	405,633.45	20.46
CAPITAL OUTLAY	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS & OTHER	81,072	0.00	0.00	0.00	81,072.00	0.00
TOTAL DEBT SERVICE	591,030	104,324.10	104,324.10	0.00	486,705.45	17.65
TOTAL EXPENDITURES	591,030	104,324.10	104,324.10	0.00	486,705.45	17.65
REVENUE OVER/ (UNDER) EXPENDITURES	0	9,944.17	9,944.17	0.00 (	9,943.89)	1,489.29

CITY OF BAY ST. LOUIS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: OCTOBER 31ST, 2018

200-DEBT SERVICE FUND

% OF YEAR COMPLETED: 08.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUES						
TAXES						
200-000-201-004 DEBT SERVICE AD VALOREM	0 (	8,670.99) (	8,670.99)	0.00	8,670.99	0.00
TOTAL TAXES	0 (	8,670.99) (	8,670.99)	0.00	8,670.99	0.00
INTEREST						
200-000-291-000 INTEREST INCOME	100	6.86	6.86	0.00	93.14	6.86
TOTAL INTEREST	100	6.86	6.86	0.00	93.14	6.86
OTHER						
200-000-300-001 AD VALOREM	100,625	8,670.99	8,670.99	0.00	91,953.62	8.62
200-000-300-002 DEBT SVC. - FIRE REBATE	50,000	50,000.00	50,000.00	0.00	0.00	100.00
200-000-300-003 DEBT SVC. - PUBLIC WORKS	28,190	0.00	0.00	0.00	28,189.50	0.00
200-000-300-005 DEBT SVC. -POLICE ASSETS	76,413	0.00	0.00	0.00	76,413.00	0.00
200-000-300-006 R & B TRANSFER IN FOR EQ	70,000	43,534.00	43,534.00	0.00	26,466.00	62.19
200-000-300-012 TRF IN FOR NEW FIRE TRUC	83,868	0.00	0.00	0.00	83,868.22	0.00
200-000-300-013 TRANS IN FR UTIL FUND	82,363	17,160.00	17,160.00	0.00	65,202.50	20.83
200-000-300-014 TRANSFER IN ADMIN ASSETS	9,472	3,567.41	3,567.41	0.00	5,904.59	37.66
200-000-300-303 TRANSFER IN-MUNICIPAL RE	0	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER	500,930	122,932.40	122,932.40	0.00	377,997.43	24.54
CAPITAL						
200-000-399-000 BEG CASH BALANCE	90,000	0.00	0.00	0.00	90,000.00	0.00
TOTAL CAPITAL	90,000	0.00	0.00	0.00	90,000.00	0.00
TOTAL REVENUE	591,030	114,268.27	114,268.27	0.00	476,761.56	19.33

CITY OF BAY ST. LOUIS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: OCTOBER 31ST, 2018

200-DEBT SERVICE FUND

% OF YEAR COMPLETED: 08.33

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
DEBT SERVICE						
=====						
DEBT SERVICE						
200-000-805-004 BOND PRINCIPAL - 2010	107,500	0.00	0.00	0.00	107,500.00	0.00
200-000-805-007 TOYOTA TUNDRA - HIDTA	0	0.00	0.00	0.00	0.00	0.00
200-000-805-008 DODGE CHARGERS 2014	0	0.00	0.00	0.00	0.00	0.00
200-000-805-011 JOHN DEERE BOOM CUTTER	0	1,441.27	1,441.27	0.00 (	1,441.27)	0.00
200-000-805-012 FIRE LADDER TRUCK	68,095	68,095.20	68,095.20	0.00	0.00	100.00
200-000-805-013 PW KUBOTA 2017 WITH KING	16,128	1,343.98	1,343.98	0.00	14,783.78	8.33
200-000-805-015 UTIL-COMPACT ESCAVATOR	5,317	443.08	443.08	0.00	4,873.88	8.33
200-000-805-016 DUMP TRUCK	7,981	0.00	0.00	0.00	7,980.84	0.00
200-000-805-017 UTIL-EXCAV. FUSING EQUIP	3,862	321.83	321.83	0.00	3,540.13	8.33
200-000-805-018 2 ZERO TURN MOWERS	3,309	275.77	275.77	0.00	3,033.47	8.33
200-000-805-019 1/2 PW-1/2 UTIL==2018 BA	14,226	1,185.47	1,185.47	0.00	13,040.17	8.33
200-000-805-021 2017 POLICE CAR	6,116	509.63	509.63	0.00	5,605.93	8.33
200-000-805-022 CITY HALL CAR	6,116	509.63	509.63	0.00	5,605.93	8.33
200-000-805-023 DURASPRAY PATCHER	10,595	882.91	882.91	0.00	9,712.01	8.33
200-000-805-024 STREET SWEEPER	30,515	0.00	0.00	0.00	30,514.56	0.00
200-000-805-121 CITY HALL POOL VEHICLE	3,356	0.00	0.00	0.00	3,355.74	0.00
200-000-805-204 2019 POLICE TRUCK	6,116	0.00	0.00	0.00	6,115.56	0.00
200-000-805-205 POLICE CARS (2)	7,830	0.00	0.00	0.00	7,830.12	0.00
200-000-805-261 FIRE CHIEF TRUCK	5,034	0.00	0.00	0.00	5,033.61	0.00
200-000-805-262 FIRE ASST CHIEF TRUCK	5,034	0.00	0.00	0.00	5,033.61	0.00
200-000-805-301 PW PICKUP TRUCK	6,711	0.00	0.00	0.00	6,711.48	0.00
200-000-805-401 UTIL PICKUP TRUCK	6,711	0.00	0.00	0.00	6,711.48	0.00
200-000-805-402 UTIL BYPASS PUMP	13,423	0.00	0.00	0.00	13,422.96	0.00
200-000-805-403 UTIL GRAPPLE TRUCK	35,795	0.00	0.00	0.00	35,794.56	0.00
200-000-805-901 UTIL/PW DUMP TRUCK	12,304	0.00	0.00	0.00	12,304.32	0.00
200-000-810-001 POLICE CARS (10)	56,351	28,175.66	28,175.66	0.00	28,175.66	50.00
200-000-810-002 PW TRACTOR 2016 kubota	13,676	1,139.67	1,139.67	0.00	12,536.37	8.33
200-000-810-003 2016 CINDER CHASSIS FIRE	55,706	0.00	0.00	0.00	55,705.92	0.00
200-000-810-004 BOND INTEREST - 2010	1,328	0.00	0.00	0.00	1,327.63	0.00
200-000-811-002 BOND ISSUANCE COSTS	825	0.00	0.00	0.00	825.00	0.00
TOTAL DEBT SERVICE	509,958	104,324.10	104,324.10	0.00	405,633.45	20.46

CAPITAL OUTLAY

Attachment: Revenue & Expense Report dated October 31, 2019 ran November 1, 2019 (2058 : Revenue &

CITY OF BAY ST. LOUIS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: OCTOBER 31ST, 2018

270-2016 DEBT SERV R&B BOND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 08.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY						
TAXES	0	0.00	0.00	0.00	0.00	0.00
OTHER	261,362 (	0.01) (	0.01)	0.00	261,362.01	0.00
CAPITAL	150,000	0.00	0.00	0.00	150,000.00	0.00
TOTAL REVENUES	411,362 (	0.01) (	0.01)	0.00	411,362.01	0.00
EXPENDITURE SUMMARY						
DEBT SERVICE						
CONTRACTUAL SERVICES	0	0.00	0.00	0.00	0.00	0.00
SUPPLIES	0	0.00	0.00	0.00	0.00	0.00
DEBT SERVICE	249,025	0.00	0.00	0.00	249,025.00	0.00
CAPITAL OUTLAY	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS & OTHER	150,000	0.00	0.00	0.00	150,000.00	0.00
TOTAL DEBT SERVICE	399,025	0.00	0.00	0.00	399,025.00	0.00
TOTAL EXPENDITURES	399,025	0.00	0.00	0.00	399,025.00	0.00
REVENUE OVER/ (UNDER) EXPENDITURES	12,337 (	0.01) (	0.01)	0.00	12,337.01	0.00

CITY OF BAY ST. LOUIS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: OCTOBER 31ST, 2018

270-2016 DEBT SERV R&B BOND

% OF YEAR COMPLETED: 08.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<hr/>						
TAXES						
270-000-201-006 ROAD & BRIDGE COUNTY POR	0	0.00	0.00	0.00	0.00	0.00
TOTAL TAXES	0	0.00	0.00	0.00	0.00	0.00
OTHER						
270-000-300-302 TRANSFERS IN	261,362 (	0.01) (	0.01)	0.00	261,362.01	0.00
270-000-300-303 TRANSFER IN-FIRST BANK A	0	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER	261,362 (	0.01) (	0.01)	0.00	261,362.01	0.00
CAPITAL						
270-000-399-000 BEGINNING CASH BALANCE	150,000	0.00	0.00	0.00	150,000.00	0.00
TOTAL CAPITAL	150,000	0.00	0.00	0.00	150,000.00	0.00
<hr/>						
TOTAL REVENUE	411,362 (	0.01) (	0.01)	0.00	411,362.01	0.00

CITY OF BAY ST. LOUIS
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: OCTOBER 31ST, 2018

270-2016 DEBT SERV R&B BOND

% OF YEAR COMPLETED: 08.33

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<hr/>						
DEBT SERVICE						
=====						
CONTRACTUAL SERVICES						
270-000-512-000 ENGINEERING	0	0.00	0.00	0.00	0.00	0.00
TOTAL CONTRACTUAL SERVICES	0	0.00	0.00	0.00	0.00	0.00
SUPPLIES						
270-000-611-000 STREET MATERIALS	0	0.00	0.00	0.00	0.00	0.00
TOTAL SUPPLIES	0	0.00	0.00	0.00	0.00	0.00
DEBT SERVICE						
270-000-805-006 2016 R&B PRINCIPAL	155,000	0.00	0.00	0.00	155,000.00	0.00
270-000-810-006 2016 R&B BOND INTEREST	92,625	0.00	0.00	0.00	92,625.00	0.00
270-000-811-000 BANK FEES	1,400	0.00	0.00	0.00	1,400.00	0.00
TOTAL DEBT SERVICE	249,025	0.00	0.00	0.00	249,025.00	0.00
CAPITAL OUTLAY						
270-000-905-001 TRANSFER OUT	0	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS & OTHER						
270-000-951-000 ENDING CASH	150,000	0.00	0.00	0.00	150,000.00	0.00
TOTAL TRANSFERS & OTHER	150,000	0.00	0.00	0.00	150,000.00	0.00
<hr/>						
TOTAL DEBT SERVICE	399,025	0.00	0.00	0.00	399,025.00	0.00
<hr/>						
TOTAL EXPENDITURES	399,025	0.00	0.00	0.00	399,025.00	0.00
REVENUE OVER/ (UNDER) EXPENDITURES	12,337 (	0.01) (	0.01)	0.00	12,337.01	0.00

CITY OF BAY ST. LOUIS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: OCTOBER 31ST, 2018

300-DOJ FUNDS

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 08.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<hr/>						
REVENUE SUMMARY						
OTHER	0	2,652.00	2,652.00	0.00 (	2,652.00)	0.00
CAPITAL	96,582	0.00	0.00	0.00	96,582.00	0.00
TOTAL REVENUES	96,582	2,652.00	2,652.00	0.00	93,930.00	2.75
<hr/>						
EXPENDITURE SUMMARY						
POLICE						
CAPITAL OUTLAY	0	32,013.56	32,013.56	26,617.00 (	58,630.56)	0.00
TOTAL POLICE	0	32,013.56	32,013.56	26,617.00 (	58,630.56)	0.00
DEBT SERVICE						
DEBT SERVICE	0	0.00	0.00	0.00	0.00	0.00
TOTAL DEBT SERVICE	0	0.00	0.00	0.00	0.00	0.00
<hr/>						
TOTAL EXPENDITURES	0	32,013.56	32,013.56	26,617.00 (	58,630.56)	0.00
REVENUE OVER/ (UNDER) EXPENDITURES	96,582 (	29,361.56) (	29,361.56) (	26,617.00)	152,560.56	57.96-

CITY OF BAY ST. LOUIS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: OCTOBER 31ST, 2018

300-DOJ FUNDS

% OF YEAR COMPLETED: 08.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<hr/>						
OTHER						
300-000-300-302 TRANSFER IN	0	0.00	0.00	0.00	0.00	0.00
300-000-340-000 DOJ FORFEITED ASSETS	0	2,652.00	2,652.00	0.00 (	2,652.00)	0.00
TOTAL OTHER	0	2,652.00	2,652.00	0.00 (	2,652.00)	0.00
CAPITAL						
300-000-399-000 BEGINNING CASH BALANCE	96,582	0.00	0.00	0.00	96,582.00	0.00
TOTAL CAPITAL	96,582	0.00	0.00	0.00	96,582.00	0.00
<hr/>						
TOTAL REVENUE	96,582	2,652.00	2,652.00	0.00	93,930.00	2.75

CITY OF BAY ST. LOUIS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: OCTOBER 31ST, 2018

300-DOJ FUNDS

% OF YEAR COMPLETED: 08.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<hr/>						
POLICE						
=====						
CAPITAL OUTLAY						
300-200-900-000 CAPITAL EXPENSE	0	32,013.56	32,013.56	26,617.00 (	58,630.56)	0.00
TOTAL CAPITAL OUTLAY	0	32,013.56	32,013.56	26,617.00 (	58,630.56)	0.00
<hr/>						
TOTAL POLICE	0	32,013.56	32,013.56	26,617.00 (	58,630.56)	0.00
DEBT SERVICE						
=====						
DEBT SERVICE						
300-000-811-001 BANK FEES	0	0.00	0.00	0.00	0.00	0.00
TOTAL DEBT SERVICE	0	0.00	0.00	0.00	0.00	0.00
<hr/>						
TOTAL DEBT SERVICE	0	0.00	0.00	0.00	0.00	0.00
<hr/>						
TOTAL EXPENDITURES	0	32,013.56	32,013.56	26,617.00 (	58,630.56)	0.00
REVENUE OVER/ (UNDER) EXPENDITURES	96,582 (	29,361.56) (	29,361.56) (	26,617.00)	152,560.56	57.96-

CITY OF BAY ST. LOUIS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: OCTOBER 31ST, 2018

330-2016 R&B CONSTRUCTION FND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 08.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY						
INTEREST	0	0.18	0.18	0.00 (	0.18)	0.00
OTHER	0	0.00	0.00	0.00	0.00	0.00
CAPITAL	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	0	0.18	0.18	0.00 (	0.18)	0.00
EXPENDITURE SUMMARY						
STREETS AND PUBLIC WORKS						
CONTRACTUAL SERVICES	0	2,126.08	2,126.08	0.00 (	2,126.08)	0.00
SUPPLIES	0	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	0	0.00	0.00	0.00	0.00	0.00
TOTAL STREETS AND PUBLIC WORKS	0	2,126.08	2,126.08	0.00 (	2,126.08)	0.00
TOTAL EXPENDITURES	0	2,126.08	2,126.08	0.00 (	2,126.08)	0.00
REVENUE OVER/(UNDER) EXPENDITURES	0 (	2,125.90) (	2,125.90)	0.00	2,125.90	0.00

AS OF: OCTOBER 31ST, 2018

330-2016 R&B CONSTRUCTION FND

% OF YEAR COMPLETED: 08.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<hr/>						
INTEREST						
330-000-290-000 INTEREST INCOME	0	0.18	0.18	0.00 (	0.18)	0.00
TOTAL INTEREST	0	0.18	0.18	0.00 (	0.18)	0.00
OTHER						
330-000-300-302 TRANSFERS IN	0	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER	0	0.00	0.00	0.00	0.00	0.00
CAPITAL						
330-000-391-000 BOND PROCEEDS	0	0.00	0.00	0.00	0.00	0.00
330-000-399-000 BEGINNING CASH BALANCE	0	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL	0	0.00	0.00	0.00	0.00	0.00
<hr/>						
TOTAL REVENUE	0	0.18	0.18	0.00 (	0.18)	0.00

CITY OF BAY ST. LOUIS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: OCTOBER 31ST, 2018

330-2016 R&B CONSTRUCTION FND

% OF YEAR COMPLETED: 08.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<hr/>						
DEPARTMENTAL EXPENDITURES						
<hr/>						
STREETS AND PUBLIC WORKS						
=====						
CONTRACTUAL SERVICES						
330-300-505-000 BOND ISSUANCE COSTS	0	0.00	0.00	0.00	0.00	0.00
330-300-512-000 ENGINEERING SERVICES	0 (	600.00) (	600.00)	0.00	600.00	0.00
330-300-544-000 LEGAL FEES	0	2,726.08	2,726.08	0.00 (	2,726.08)	0.00
TOTAL CONTRACTUAL SERVICES	0	2,126.08	2,126.08	0.00 (	2,126.08)	0.00
SUPPLIES						
330-300-611-000 STREET MATERIALS	0	0.00	0.00	0.00	0.00	0.00
TOTAL SUPPLIES	0	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY						
330-300-912-000 CAPITAL OUTLAY-STREETS	0	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0	0.00	0.00	0.00	0.00	0.00
<hr/>						
TOTAL STREETS AND PUBLIC WORKS	0	2,126.08	2,126.08	0.00 (	2,126.08)	0.00
<hr/>						
TOTAL EXPENDITURES	0	2,126.08	2,126.08	0.00 (	2,126.08)	0.00
REVENUE OVER/ (UNDER) EXPENDITURES	0 (	2,125.90) (	2,125.90)	0.00	2,125.90	0.00

CITY OF BAY ST. LOUIS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: OCTOBER 31ST, 2018

350-COUNTY ROAD & BRIDGE

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 08.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY						
OTHER	273,480	17,128.90	17,128.90	0.00	256,351.10	6.26
CAPITAL	150,000	0.00	0.00	0.00	150,000.00	0.00
TOTAL REVENUES	423,480	17,128.90	17,128.90	0.00	406,351.10	4.04
EXPENDITURE SUMMARY						
GENERAL						
DEBT SERVICE	0	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	70,000	53,109.00	53,109.00	24,028.00 (	7,137.00)	110.20
TRANSFERS & OTHER	150,000	0.00	0.00	0.00	150,000.00	0.00
TOTAL GENERAL	220,000	53,109.00	53,109.00	24,028.00	142,863.00	35.06
TOTAL EXPENDITURES	220,000	53,109.00	53,109.00	24,028.00	142,863.00	35.06
REVENUE OVER/ (UNDER) EXPENDITURES	203,480 (	35,980.10) (	35,980.10) (	24,028.00)	263,488.10	29.49-

AS OF: OCTOBER 31ST, 2018

350-COUNTY ROAD & BRIDGE

% OF YEAR COMPLETED: 08.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<hr/>						
OTHER						
350-000-300-302 TRANSFERS IN	136,740	0.00	0.00	0.00	136,740.00	0.00
350-000-340-000 COUNTY ROAD & BRIDGE REV	136,740	17,128.90	17,128.90	0.00	119,611.10	12.53
TOTAL OTHER	273,480	17,128.90	17,128.90	0.00	256,351.10	6.26
CAPITAL						
350-000-399-000 BEG CASH BALANCE	150,000	0.00	0.00	0.00	150,000.00	0.00
TOTAL CAPITAL	150,000	0.00	0.00	0.00	150,000.00	0.00
<hr/>						
TOTAL REVENUE	423,480	17,128.90	17,128.90	0.00	406,351.10	4.04

CITY OF BAY ST. LOUIS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: OCTOBER 31ST, 2018

350-COUNTY ROAD & BRIDGE

% OF YEAR COMPLETED: 08.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<hr/>						
DEPARTMENTAL EXPENDITURES						
<hr/>						
GENERAL						
=====						
DEBT SERVICE						
350-000-811-001 BANK FEES	0	0.00	0.00	0.00	0.00	0.00
TOTAL DEBT SERVICE	0	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY						
350-000-905-001 TRANSFERS OUT DEBT SERV	70,000	43,534.00	43,534.00	0.00	26,466.00	62.19
350-000-912-000 CAPITAL OUTLAY-STREETS	0	9,575.00	9,575.00	24,028.00 (	33,603.00)	0.00
350-000-912-001 CAPITAL OUTLAY-SEMINARY	0	0.00	0.00	0.00	0.00	0.00
350-000-912-002 PAVE PARKING LOT STATE S	0	0.00	0.00	0.00	0.00	0.00
350-000-912-003 MICHAEL DRIVE DRAINAGE	0	0.00	0.00	0.00	0.00	0.00
350-000-912-004 VINE CIRCLE DRAINAGE PRO	0	0.00	0.00	0.00	0.00	0.00
350-000-912-005 RESERVE ST PAVING REPAIR	0	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	70,000	53,109.00	53,109.00	24,028.00 (	7,137.00)	110.20
TRANSFERS & OTHER						
350-000-951-000 ENDING CASH BALANCE	150,000	0.00	0.00	0.00	150,000.00	0.00
TOTAL TRANSFERS & OTHER	150,000	0.00	0.00	0.00	150,000.00	0.00
<hr/>						
TOTAL GENERAL	220,000	53,109.00	53,109.00	24,028.00	142,863.00	35.06
<hr/>						
TOTAL EXPENDITURES	220,000	53,109.00	53,109.00	24,028.00	142,863.00	35.06
REVENUE OVER/ (UNDER) EXPENDITURES	203,480 (	35,980.10) (	35,980.10) (	24,028.00)	263,488.10	29.49-

CITY OF BAY ST. LOUIS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: OCTOBER 31ST, 2018

400-UTILITY FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 08.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY						
UTILITY	3,710,930	272,156.02	272,156.02	0.00	3,438,773.98	7.33
OPERATING	71,244	0.00	0.00	0.00	71,244.00	0.00
INTEREST	800	178.74	178.74	0.00	621.26	22.34
OTHER	69,352	900.11	900.11	0.00	68,451.89	1.30
CAPITAL	1,165,361	0.00	0.00	0.00	1,165,361.00	0.00
TOTAL REVENUES	5,017,687	273,234.87	273,234.87	0.00	4,744,452.13	5.45
EXPENDITURE SUMMARY						
ADMINISTRATION						
PERSONNEL SERVICES	155,691	9,783.62	9,783.62	0.00	145,907.34	6.28
CONTRACTUAL SERVICES	432,060	153,097.18	153,097.18	175.00	278,787.82	35.47
SUPPLIES	25,000	2,047.50	2,047.50	0.00	22,952.50	8.19
CAPITAL OUTLAY	0	0.00	0.00	0.00	0.00	0.00
TOTAL ADMINISTRATION	612,751	164,928.30	164,928.30	175.00	447,647.66	26.94
UTILITY OPERATIONS						
PERSONNEL SERVICES	649,633	40,751.18	40,751.18	0.00	608,881.57	6.27
CONTRACTUAL SERVICES	1,995,000	220,359.58	220,359.58	9,382.40	1,765,258.02	11.52
SUPPLIES	462,580	25,027.20	25,027.20	12,867.07	424,685.73	8.19
CAPITAL OUTLAY	417,113	17,160.00	17,160.00	777.65	399,174.85	4.30
TOTAL UTILITY OPERATIONS	3,524,325	303,297.96	303,297.96	23,027.12	3,198,000.17	9.26
CITY SERVICES (OTHER)						
TRANSFERS & OTHER	880,611	0.00	0.00	0.00	880,611.00	0.00
TOTAL CITY SERVICES (OTHER)	880,611	0.00	0.00	0.00	880,611.00	0.00
TOTAL EXPENDITURES	5,017,687	468,226.26	468,226.26	23,202.12	4,526,258.83	9.79
REVENUE OVER/(UNDER) EXPENDITURES	(0)	(194,991.39)	(194,991.39)	(23,202.12)	218,193.30	1,671.43

CITY OF BAY ST. LOUIS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: OCTOBER 31ST, 2018

400-UTILITY FUND

% OF YEAR COMPLETED: 08.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUES						
UTILITY						
400-000-240-000 WATER INCOME	615,000	53,879.39	53,879.39	0.00	561,120.61	8.76
400-000-241-000 SERVICE CONNECTION INCOM	25,000	1,695.00	1,695.00	0.00	23,305.00	6.78
400-000-242-000 SEWER INCOME	962,000	79,464.47	79,464.47	0.00	882,535.53	8.26
400-000-243-000 WASTE WATER INCOME	855,000	57,720.66	57,720.66	0.00	797,279.34	6.75
400-000-244-000 GAS INCOME	620,000	38,077.68	38,077.68	0.00	581,922.32	6.14
400-000-245-000 GARBAGE COLLECTION INCOM	405,488	30,379.92	30,379.92	0.00	375,108.08	7.49
400-000-246-000 GARBAGE COLLECTION - COU	150,880	3,893.90	3,893.90	0.00	146,986.10	2.58
400-000-247-000 LATE PAYMENT PENALTY INC	77,562	7,045.00	7,045.00	0.00	70,517.00	9.08
400-000-248-000 DEBT SERVICE FEE REVENUE	0	0.00	0.00	0.00	0.00	0.00
TOTAL UTILITY	3,710,930	272,156.02	272,156.02	0.00	3,438,773.98	7.33
OPERATING						
400-000-250-000 GRAPPLE TRUCK SERVICES	71,244	0.00	0.00	0.00	71,244.00	0.00
TOTAL OPERATING	71,244	0.00	0.00	0.00	71,244.00	0.00
INTEREST						
400-000-290-000 INTEREST INCOME	800	178.74	178.74	0.00	621.26	22.34
TOTAL INTEREST	800	178.74	178.74	0.00	621.26	22.34
OTHER						
400-000-300-000 OTHER INCOME	19,352	900.11	900.11	0.00	18,451.89	4.65
400-000-300-002 TRANSFERS IN TO C&M	50,000	0.00	0.00	0.00	50,000.00	0.00
400-000-300-003 TRANSFER IN-POOLED CASH	0	0.00	0.00	0.00	0.00	0.00
400-000-300-004 TRANSFER IN FR 2014 BOND	0	0.00	0.00	0.00	0.00	0.00
400-000-300-005 TRANSFER INTO UTILOPER F	0	0.00	0.00	0.00	0.00	0.00
400-000-327-000 CREDIT CARD FEE INCOME	0	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER	69,352	900.11	900.11	0.00	68,451.89	1.30
CAPITAL						
400-000-395-000 OTHER FUNDING-LEASES	284,750	0.00	0.00	0.00	284,750.00	0.00
400-000-399-000 ADD BEGINNING CASH BALAN	302,000	0.00	0.00	0.00	302,000.00	0.00
400-000-399-001 BEG CASH BALANCE C&M ACC	578,611	0.00	0.00	0.00	578,611.00	0.00
TOTAL CAPITAL	1,165,361	0.00	0.00	0.00	1,165,361.00	0.00
TOTAL REVENUE						
	5,017,687	273,234.87	273,234.87	0.00	4,744,452.13	5.45

AS OF: OCTOBER 31ST, 2018

400-UTILITY FUND

% OF YEAR COMPLETED: 08.33

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
ADMINISTRATION						
=====						
PERSONNEL SERVICES						
400-120-400-000 PAYROLL	104,978	6,867.31	6,867.31	0.00	98,110.29	6.54
400-120-401-000 OVERTIME PAYROLL EXPENSE	500	40.94	40.94	0.00	459.06	8.19
400-120-403-000 PERS	18,353	1,088.05	1,088.05	0.00	17,265.05	5.93
400-120-404-000 FICA	8,069	505.22	505.22	0.00	7,563.82	6.26
400-120-405-000 EMPLOYEE INSURANCE	23,202	1,282.10	1,282.10	0.00	21,920.12	5.53
400-120-406-000 UNEMPLOYMENT	105	0.00	0.00	0.00	105.00	0.00
400-120-407-000 WORKERS' COMPENSATION	484	0.00	0.00	0.00	484.00	0.00
TOTAL PERSONNEL SERVICES	155,691	9,783.62	9,783.62	0.00	145,907.34	6.28
CONTRACTUAL SERVICES						
400-120-500-000 AUDIT FEES	16,000	0.00	0.00	0.00	16,000.00	0.00
400-120-500-001 AUDIT FEES-UTILITY ACCOU	0	0.00	0.00	0.00	0.00	0.00
400-120-501-000 BANK FEES	3,000	2,144.03	2,144.03	0.00	855.97	71.47
400-120-503-000 CREDIT CARD FEES	6,810	0.00	0.00	0.00	6,810.00	0.00
400-120-503-003 2014 W&S TRF TO SINKING	0	0.00	0.00	0.00	0.00	0.00
400-120-504-003 BOND INTEREST W&S	0	0.00	0.00	0.00	0.00	0.00
400-120-510-000 COMPUTER/SOFTWARE	15,000	0.00	0.00	0.00	15,000.00	0.00
400-120-511-000 INDIRECT GENERAL FUND EX	220,000	50,000.00	50,000.00	0.00	170,000.00	22.73
400-120-512-000 TRANSFER OUT TO C&M	50,000	0.00	0.00	0.00	50,000.00	0.00
400-120-512-001 TRANSFER OUT DEBT	0	0.00	0.00	0.00	0.00	0.00
400-120-512-002 TRANSFER OUT-C&M TO 001	0	100,000.00	100,000.00	0.00	100,000.00	0.00
400-120-512-003 TRANSFER OUT C&M TO UTIL	0	0.00	0.00	0.00	0.00	0.00
400-120-512-004 TRANSERS OUT-KATRINIA	0	0.00	0.00	0.00	0.00	0.00
400-120-516-000 GENERAL INSURANCE	100,000	0.00	0.00	0.00	100,000.00	0.00
400-120-518-000 KATRINA CLOSE OUT COSTS	0	0.00	0.00	0.00	0.00	0.00
400-120-520-000 LEGAL ADVERTISEMENTS	0	0.00	0.00	0.00	0.00	0.00
400-120-521-000 MAINTENANCE AGREEMENTS	8,000	106.23	106.23	0.00	7,893.77	1.33
400-120-530-000 TELEPHONE EXPENSE	12,000	846.92	846.92	0.00	11,153.08	7.06
400-120-533-000 WORKSHOPS, SEMINARS & TR	1,000	0.00	0.00	175.00	825.00	17.50
400-120-539-000 DEPRECIATION EXPENSE	0	0.00	0.00	0.00	0.00	0.00
400-120-550-000 CASH OVER/SHORT	200	0.00	0.00	0.00	200.00	0.00
400-120-568-000 MEDICAL EXPENSES	50	0.00	0.00	0.00	50.00	0.00
TOTAL CONTRACTUAL SERVICES	432,060	153,097.18	153,097.18	175.00	278,787.82	35.47

CITY OF BAY ST. LOUIS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: OCTOBER 31ST, 2018

400-UTILITY FUND

% OF YEAR COMPLETED: 08.33

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<hr/>						
TOTAL ADMINISTRATION	612,751	164,928.30	164,928.30	175.00	447,647.66	26.94
 UTILITY OPERATIONS =====						
PERSONNEL SERVICES						
400-700-400-000 PAYROLL	423,830	26,234.49	26,234.49	0.00	397,595.91	6.19
400-700-401-000 OVERTIME	10,000	2,648.28	2,648.28	0.00	7,351.72	26.48
400-700-403-000 PERS	75,486	4,549.06	4,549.06	0.00	70,937.43	6.03
400-700-404-000 FICA	33,188	2,157.23	2,157.23	0.00	31,030.80	6.50
400-700-405-000 EMPLOYEE INSURANCE	88,942	5,154.72	5,154.72	0.00	83,787.11	5.80
400-700-406-000 UNEMPLOYMENT	455	7.40	7.40	0.00	447.60	1.63
400-700-407-000 WORKERS COMPENSATION	17,731	0.00	0.00	0.00	17,731.00	0.00
TOTAL PERSONNEL SERVICES	649,633	40,751.18	40,751.18	0.00	608,881.57	6.27
 CONTRACTUAL SERVICES						
400-700-512-000 ENGINEERING	9,000	0.00	0.00	0.00	9,000.00	0.00
400-700-513-000 EQUIPMENT RENTAL	10,000	861.04	861.04	40.00	9,098.96	9.01
400-700-520-000 LEGAL ADVERTISEMENTS	0	0.00	0.00	0.00	0.00	0.00
400-700-521-000 MAINTENANCE AGREEMENT-TA	0	0.00	0.00	0.00	0.00	0.00
400-700-526-000 REPAIRS & MAINT - EQUIPM	70,000	11,680.31	11,680.31	4,652.17	53,667.52	23.33
400-700-526-001 REPAIR & MAINT-GRAPPLE T	10,000	0.00	0.00	0.00	10,000.00	0.00
400-700-527-000 REPAIRS & MAINT - PROPER	60,000	107.60	107.60	3,089.50	56,802.90	5.33
400-700-528-000 REPAIRS & MAINT - VEHICL	5,000	75.06	75.06	200.73	4,724.21	5.52
400-700-531-000 UTILITIES	134,000	8,495.03	8,495.03	0.00	125,504.97	6.34
400-700-533-000 WORKSHOPS, SEMINARS & TR	2,500	0.00	0.00	0.00	2,500.00	0.00
400-700-535-000 WASTEWATER EXPENSE	1,140,000	154,896.02	154,896.02	0.00	985,103.98	13.59
400-700-536-000 TESTING & ANALYSIS	19,000	550.00	550.00	1,400.00	17,050.00	10.26
400-700-541-000 GARBAGE EXPENSE	525,000	43,694.52	43,694.52	0.00	481,305.48	8.32
400-700-542-000 DEBRIS REMOVAL	10,000	0.00	0.00	0.00	10,000.00	0.00
400-700-568-000 MEDICAL EXPENSES	500	0.00	0.00	0.00	500.00	0.00
TOTAL CONTRACTUAL SERVICES	1,995,000	220,359.58	220,359.58	9,382.40	1,765,258.02	11.52
 SUPPLIES						
400-700-606-000 FIDELITY BOND	300	0.00	0.00	0.00	300.00	0.00
400-700-613-000 OPERATING SUPPLIES	180,000	1,557.74	1,557.74	12,867.07	165,575.19	8.01
400-700-615-000 UNIFORMS	0	0.00	0.00	0.00	0.00	0.00

CITY OF BAY ST. LOUIS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: OCTOBER 31ST, 2018

400-UTILITY FUND

% OF YEAR COMPLETED: 08.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
DEPARTMENTAL EXPENDITURES						
TOTAL UTILITY OPERATIONS	3,524,325	303,297.96	303,297.96	23,027.12	3,198,000.17	9.26
CITY SERVICES (OTHER)						
=====						
TRANSFERS & OTHER						
400-900-951-000 ENDING CASH BALANCE-OPER	302,000	0.00	0.00	0.00	302,000.00	0.00
400-900-951-001 ENDING CASH BALANCE-O&M	578,611	0.00	0.00	0.00	578,611.00	0.00
TOTAL TRANSFERS & OTHER	880,611	0.00	0.00	0.00	880,611.00	0.00
TOTAL CITY SERVICES (OTHER)	880,611	0.00	0.00	0.00	880,611.00	0.00
TOTAL EXPENDITURES	5,017,687	468,226.26	468,226.26	23,202.12	4,526,258.83	9.79
REVENUE OVER/ (UNDER) EXPENDITURES	(0)	(194,991.39)	(194,991.39)	(23,202.12)	218,193.30	1,671.43

CITY OF BAY ST. LOUIS
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: OCTOBER 31ST, 2018

450-MUNICIPAL HARBOR FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 08.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY						
OPERATING	2,589,000	59,915.55	59,915.55	0.00	2,529,084.45	2.31
INTEREST	160	25.60	25.60	0.00	134.40	16.00
OTHER	66,335	35.88	35.88	0.00	66,299.12	0.05
CAPITAL	265,000	0.00	0.00	0.00	265,000.00	0.00
TOTAL REVENUES	2,920,495	59,977.03	59,977.03	0.00	2,860,517.97	2.05
EXPENDITURE SUMMARY						
HARBOR EXPENSE						
PERSONNEL SERVICES	290,312	19,212.18	19,212.18	0.00	271,100.06	6.62
CONTRACTUAL SERVICES	192,142	14,688.55	14,688.55	2,287.23	175,166.22	8.84
SUPPLIES	195,350	41,730.06	41,730.06	302.89	153,317.05	21.52
CAPITAL OUTLAY	2,242,570	0.00	0.00	0.00	2,242,570.00	0.00
TOTAL HARBOR EXPENSE	2,920,374	75,630.79	75,630.79	2,590.12	2,842,153.33	2.68
TOTAL EXPENDITURES	2,920,374	75,630.79	75,630.79	2,590.12	2,842,153.33	2.68
REVENUE OVER/ (UNDER) EXPENDITURES	121 (	15,653.76) (	15,653.76) (	2,590.12)	18,364.64	5,107.55-

CITY OF BAY ST. LOUIS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: OCTOBER 31ST, 2018

450-MUNICIPAL HARBOR FUND

% OF YEAR COMPLETED: 08.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
OPERATING						
450-000-250-001 DMR PIER/HARBOR GRANT	1,910,000	0.00	0.00	0.00	1,910,000.00	0.00
450-000-250-002 FESTIVAL/RENTAL REVENUE	2,000	0.00	0.00	0.00	2,000.00	0.00
450-000-250-003 SLIP RENTAL REVENUE	337,000	27,881.78	27,881.78	0.00	309,118.22	8.27
450-000-250-004 SLIP UTILITY/CLEAN MARIN	77,500	6,550.50	6,550.50	0.00	70,949.50	8.45
450-000-250-005 FUEL SALES	235,000	20,491.61	20,491.61	0.00	214,508.39	8.72
450-000-250-006 TRANSIENT DOCKAGE REVENUE	18,000	4,143.75	4,143.75	0.00	13,856.25	23.02
450-000-250-007 CREDIT CARD PROCESSING	7,000	741.76	741.76	0.00	6,258.24	10.60
450-000-250-008 ICE SALES	2,500	239.52	239.52	0.00	2,260.48	9.58
450-000-250-009 DMR/CLEAN VESSEL ACT GRA	0	0.00	0.00	0.00	0.00	0.00
450-000-250-016 MISCELLANEOUS INCOME	0	0.00	0.00	0.00	0.00	0.00
450-000-250-017 MISCELLANEOUS INCOME	0 (	133.37) (	133.37)	0.00	133.37	0.00
450-000-250-018 LATE FEE REVENUE	0	0.00	0.00	0.00	0.00	0.00
TOTAL OPERATING	2,589,000	59,915.55	59,915.55	0.00	2,529,084.45	2.31
INTEREST						
450-000-290-000 INTEREST INCOME	160	25.60	25.60	0.00	134.40	16.00
TOTAL INTEREST	160	25.60	25.60	0.00	134.40	16.00
OTHER						
450-000-300-000 OTHER INCOME	50	35.88	35.88	0.00	14.12	71.76
450-000-300-302 TRANSFER IN	66,285	0.00	0.00	0.00	66,285.00	0.00
TOTAL OTHER	66,335	35.88	35.88	0.00	66,299.12	0.05
CAPITAL						
450-000-399-000 BEG CASH BALANCE-OPER	200,000	0.00	0.00	0.00	200,000.00	0.00
450-000-399-001 BEG CASH BALANCE-C&M	65,000	0.00	0.00	0.00	65,000.00	0.00
TOTAL CAPITAL	265,000	0.00	0.00	0.00	265,000.00	0.00
TOTAL REVENUE						
	2,920,495	59,977.03	59,977.03	0.00	2,860,517.97	2.05

AS OF: OCTOBER 31ST, 2018

450-MUNICIPAL HARBOR FUND

% OF YEAR COMPLETED: 08.33

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<hr/>						
HARBOR EXPENSE						
=====						
PERSONNEL SERVICES						
450-120-400-000 PAYROLL	191,330	13,491.02	13,491.02	0.00	177,838.98	7.05
450-120-401-000 OVERTIME PAYROLL EXPENSE	3,500	453.67	453.67	0.00	3,046.33	12.96
450-120-403-000 PERS	33,900	2,196.30	2,196.30	0.00	31,704.12	6.48
450-120-404-000 FICA	14,905	1,046.36	1,046.36	0.00	13,858.14	7.02
450-120-405-000 EMPLOYEE INSURANCE	34,803	2,023.46	2,023.46	0.00	32,779.86	5.81
450-120-406-000 UNEMPLOYMENT	228	1.37	1.37	0.00	226.63	0.60
450-120-407-000 WORKERS' COMPENSATION	11,646	0.00	0.00	0.00	11,646.00	0.00
TOTAL PERSONNEL SERVICES	290,312	19,212.18	19,212.18	0.00	271,100.06	6.62
CONTRACTUAL SERVICES						
450-120-500-000 AUDIT FEES	2,000	0.00	0.00	0.00	2,000.00	0.00
450-120-501-000 BANK FEES	6,000	3,206.93	3,206.93	0.00	2,793.07	53.45
450-120-510-000 COMPUTER/SOFTWARE	4,800	279.99	279.99	309.86	4,210.15	12.29
450-120-512-000 ENGINEERING-GRANT REIMB	65,000	0.00	0.00	0.00	65,000.00	0.00
450-120-512-001 ENGINEERING -NOT GRANT	2,500	0.00	0.00	0.00	2,500.00	0.00
450-120-513-000 EQUIPMENT RENTAL	1,000	1,000.00	1,000.00	0.00	0.00	100.00
450-120-516-000 GENERAL INSURANCE	12,200	400.00	400.00	0.00	11,800.00	3.28
450-120-526-000 REPAIRS & MAINT - EQUIPM	3,000	152.25	152.25	526.98	2,320.77	22.64
450-120-526-005 R&PP	6,000	0.00	0.00	1,277.10	4,722.90	21.29
450-120-528-000 REPAIRS & MAINT - VEHICL	1,000	0.00	0.00	0.00	1,000.00	0.00
450-120-530-000 TELEPHONE	3,500	86.11	86.11	0.00	3,413.89	2.46
450-120-531-000 UTILITIES	70,000	8,574.46	8,574.46	0.00	61,425.54	12.25
450-120-533-000 WORKSHOPS, SEMINARS, TRA	500	0.00	0.00	0.00	500.00	0.00
450-120-539-000 DEPRECIATION EXPENSE	0	0.00	0.00	0.00	0.00	0.00
450-120-541-000 GARBAGE EXPENSE	2,200	0.00	0.00	0.00	2,200.00	0.00
450-120-542-000 OPERATING EXPENSES	8,000	771.10	771.10	0.00	7,228.90	9.64
450-120-543-000 PUBLICATIONS	350	0.00	0.00	0.00	350.00	0.00
450-120-544-000 LEGAL FEES	1,000	0.00	0.00	0.00	1,000.00	0.00
450-120-549-000 JANITORIAL SUPPLIES	2,000	217.71	217.71	173.29	1,609.00	19.55
450-120-550-000 LS - HARBOR ACCOUNT	1,000	0.00	0.00	0.00	1,000.00	0.00
450-120-568-000 MEDICAL EXPENSES	92	0.00	0.00	0.00	92.00	0.00
TOTAL CONTRACTUAL SERVICES	192,142	14,688.55	14,688.55	2,287.23	175,166.22	8.84

CITY OF BAY ST. LOUIS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: OCTOBER 31ST, 2018

450-MUNICIPAL HARBOR FUND

% OF YEAR COMPLETED: 08.33

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<hr/>						
CAPITAL OUTLAY						
450-120-900-000 CAPITAL EXPENSE	1,845,000	0.00	0.00	0.00	1,845,000.00	0.00
450-120-900-001 TRANSFERS OUT TO O&M	66,285	0.00	0.00	0.00	66,285.00	0.00
450-120-900-900 ENDING CASH BAL-OPER	200,000	0.00	0.00	0.00	200,000.00	0.00
450-120-900-901 ENDING CASH BALANCE C&M	131,285	0.00	0.00	0.00	131,285.00	0.00
TOTAL CAPITAL OUTLAY	2,242,570	0.00	0.00	0.00	2,242,570.00	0.00
<hr/>						
TOTAL HARBOR EXPENSE	2,920,374	75,630.79	75,630.79	2,590.12	2,842,153.33	2.68
<hr/>						
TOTAL EXPENDITURES	2,920,374	75,630.79	75,630.79	2,590.12	2,842,153.33	2.68
<hr/>						
REVENUE OVER/ (UNDER) EXPENDITURES	121 (	15,653.76) (	15,653.76) (	2,590.12)	18,364.64	5,107.55-

CITY OF BAY ST. LOUIS
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: OCTOBER 31ST, 2018

650-COMMUNITY HALL UNEARNED
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 08.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY						
OTHER	0	33.00	33.00	0.00 (	33.00)	0.00
TOTAL REVENUES	0	33.00	33.00	0.00 (	33.00)	0.00
EXPENDITURE SUMMARY						
TOTAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
REVENUE OVER/ (UNDER) EXPENDITURES	0	33.00	33.00	0.00 (	33.00)	0.00

AS OF: OCTOBER 31ST, 2018

650-COMMUNITY HALL UNEARNED

% OF YEAR COMPLETED: 08.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
OTHER						
650-000-300-000 OTHER INCOME	0	33.00	33.00	0.00 (	33.00)	0.00
TOTAL OTHER	0	33.00	33.00	0.00 (	33.00)	0.00
TOTAL REVENUE	0	33.00	33.00	0.00 (	33.00)	0.00

CITY OF BAY ST. LOUIS
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: OCTOBER 31ST, 2018

650-COMMUNITY HALL UNEARNED

% OF YEAR COMPLETED: 08.33

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
TOTAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
REVENUE OVER/(UNDER) EXPENDITURES	0	33.00	33.00	0.00 (	33.00)	0.00

CITY OF BAY ST. LOUIS
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: OCTOBER 31ST, 2018

654-UNEMPLOYMENT FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 08.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY						
INTEREST	0	7.82	7.82	0.00 (	7.82)	0.00
OTHER	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	0	7.82	7.82	0.00 (	7.82)	0.00
REVENUE OVER/ (UNDER) EXPENDITURES	0	7.82	7.82	0.00 (	7.82)	0.00

AS OF: OCTOBER 31ST, 2018

654-UNEMPLOYMENT FUND

% OF YEAR COMPLETED: 08.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<hr/>						
INTEREST						
654-000-290-000 INTEREST INCOME	0	7.82	7.82	0.00 (	7.82)	0.00
TOTAL INTEREST	0	7.82	7.82	0.00 (	7.82)	0.00
OTHER						
654-000-300-304 TRANSFER IN	0	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER	0	0.00	0.00	0.00	0.00	0.00
<hr/>						
TOTAL REVENUE	0	7.82	7.82	0.00 (	7.82)	0.00
REVENUE OVER/ (UNDER) EXPENDITURES	0	7.82	7.82	0.00 (	7.82)	0.00



City Council Department Report

To: City Council

From: Lisa Tilley, Clerk of Council

Date: November 5, 2019

Subject: Motion to approve the Resolution to Adopt Memorandum of Understanding with Other Coast City and county Governments to Form a Mississippi Sound Coalition with Exhibit "A" Memorandum of Understanding - Mississippi Sound Coalition.



Finance Department Report

To: City Council
From: Sissy Gonzales, Comptroller
Date: November 5, 2019
Subject: Motion to enter into Mississippi Department of Marine Resources Tidelands Grant Agreement Fiscal Year 2019.

Attachments:

1. Tidelands Grant Agreement



MISSISSIPPI DEPARTMENT OF MARINE RESOURCES

Tidelands Grant Agreement

City of Bay St. Louis

FISCAL YEAR 2019

City of Bay St. Louis hereby agrees to expend funds as authorized by the Mississippi Legislature in H.B. 1656 2019 Regular Session and Mississippi Code Section 29-15-9.

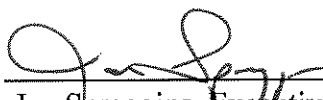
The Mississippi Department of Marine Resources will disburse funds in the amount of **\$ 250,000** for the Rutherford Fishing Pier Extension, upon (1) receipt of this signed document; (2) MDMR possession of amended application with complete and final project designs and plans; (3) release of funds from the Mississippi Department of Finance and Administration; and (4) availability of said funds. The Mississippi Department of Marine Resources shall make progress payments in installments based on work completed and material used in the performance of a Tidelands project only after receiving written verification using Form TTF-3 (Attachment 1) and Form TTF-4 or Form TTF-5.

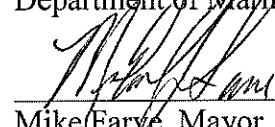
The **City of Bay St. Louis** agrees to:

- 1) Expend monies for the project as designated by the Legislature in H.B. 1656 2019 Regular Session Rutherford Fishing Pier Extension and Mississippi Code Section 29-15-9, and be subject to an audit by the State Auditor.
- 2) Provide the Department of Marine Resources with detailed reports beginning January 31, 2020, and every six months thereafter for the duration of project, using the attached form TTF-4 (Attachment 2). Project reports will include:

-Final project design and budget	- Description of Work Completed
-Benefits to the public and community	- Milestones for Completion
-Visual presentation (photographs) of project	- Funds expended (to include Tidelands and Matching Funds)
-Narrative description of project	
- 3) Provide the Department of Marine Resources with a Notification of Completion – TTF-5 (to be included in final payment request-Form TTF-3) to include a detailed final report of entire project, using the attached forms (Attachment 3).
- 4) Erect a prominent, permanent sign to be displayed at all funded public access and construction related projects. The sign shall read "Funds for this project appropriated by the Mississippi Legislature, 2020 Tidelands Trust Fund, through the Secretary of State, Delbert Hosemann, and the Mississippi Department of Marine Resources."

On behalf of the **City of Bay St. Louis** I have read, understand, and agree to all terms listed above, and recognize that failure to comply with any portion of this Grant Agreement could jeopardize the receipt of any future Tidelands Trust Funds Appropriations.


 Joe Spraggins, Executive Director
 Department of Marine Resources


 Mike Farve, Mayor
 City of Bay St. Louis

10-19-19
 Date

10-26-19
 Date

Attachment: Tidelands Grant Agreement (2061 : Tidelands Grant Award)



Finance Department Report

To: City Council
From: Sissy Gonzales, Comptroller
Date: November 5, 2019
Subject: Motion to accept the Tidelands Grant Award - Rutherford Fishing Pier Extension from the Mississippi Department of Marine Resources in the amount of \$250,000.00.

Attachments:

1. Tidelands Grant Award-Rutherford Fishing Pier Extension

**STATE OF MISSISSIPPI**

Phil Bryant
Governor

MISSISSIPPI DEPARTMENT OF MARINE RESOURCES

Joe Spraggins, Executive Director

October 23, 2019

Mayor Michael Favre
688 Highway 90
Bay St. Louis, MS 39520

Re: Tidelands Grant Award – Rutherford Fishing Pier Extension

Dear Mayor Favre:

I am pleased to announce the City of Bay St. Louis has been awarded a Public Trust Tidelands grant for the above referenced project by the Mississippi Legislature. This award was authorized during the 2019 Mississippi Legislative session. **Please submit an amended application and budget to reflect the actual award \$ 250,000. In addition, sign and return the attached original grant agreement to Sonja Slater, Tidelands Coordinator.**

Thank you for making the Mississippi Gulf Coast a better place to live and work. Please feel free to contact me at any time should the Mississippi Department of Marine Resources be of service to you, (P)228-523-4011 or joe.spraggins@dmr.ms.gov.

In appreciation,


Joe Spraggins
Executive Director

cc: Jason Chiniche

Attachment: Tidelands Grant Award-Rutherford Fishing Pier Extension (2062 : Tidelands Grant Award)



Finance Department Report

To: City Council

From: Sissy Gonzales, Comptroller

Date: November 5, 2019

Subject: Motion to approve Governor Phil Bryant's proclamation to extend the Thanksgiving holiday by closing on November 29, 2019 and to extend the Christmas holiday by closing on December 24, 2019 in further observance of each holiday. Motion to approve the 2019 Amended Employee Holiday schedule.

Attachments:

1. 2019 Proclamation of Extended Holidays

STATE OF MISSISSIPPI

Office of the Governor**PROCLAMATION**

WHEREAS, pursuant to Miss. Code Ann. Section 3-3-7, Thanksgiving Day, Christmas Day and New Year's Day are declared legal holidays in the State of Mississippi; and

WHEREAS, during the Thanksgiving holiday and Christmas and New Year's season, 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, November 28, 2019, in observance of THANKSGIVING DAY; on Wednesday, December 25, 2019, in observance of CHRISTMAS DAY; and on Wednesday, January 1, 2020, in observance of NEW YEAR'S 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, November 29, 2019, in further observance of the Thanksgiving holiday and on Tuesday, December 24, 2019, in further observance of Christmas; and to staff their respective agencies as needed during the Thanksgiving holiday and Christmas season.



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 8th day of October in the year of our Lord, two thousand and nineteen, and of the Independence of the United States of America, the two hundred and forty-fourth.

**PHIL BRYANT
GOVERNOR**

BY THE GOVERNOR



AMENDED 2019 EMPLOYEE HOLIDAY SCHEDULE

Tuesday, January 1	New Year's Day
Monday, January 21	Robert E. Lee/Martin Luther King
Monday, February 18	President's Day
Tuesday, March 5	Mardi Gras Fat Tuesday (in lieu of Confederate Memorial Day)
Monday, May 27	Memorial Day
Thursday, July 4	Independence Day
Friday, July 5	Extended Independence Day *
Monday, September 2	Labor Day
Monday, November 11	Veterans Day
Thursday, November 28	Thanksgiving
Friday, November 29	Extended Thanksgiving Holiday **
Tuesday, December 24	Extended Christmas Holiday**
Wednesday, December 25	Christmas Day

*AMENDED JUNE 4, 2019

**AMENDED NOVEMBER 5, 2019



Finance Department Report

To: City Council
From: Sissy Gonzales, Comptroller
Date: November 5, 2019
Subject: Motion to approve the 2020 Employee Holiday Schedule.

Attachments:

1. 2020_Employee Holiday Schedule



2020 EMPLOYEE HOLIDAY SCHEDULE

Wednesday, January 1	New Year's Day
Monday, January 20	Robert E. Lee/Martin Luther King
Tuesday, February 25	Mardi Gras Fat Tuesday (in lieu of President's Day)
Monday, April 27	Confederate Memorial Day
Monday, May 25	Memorial Day
Friday, July 3	Independence Day
Monday, September 7	Labor Day
Wednesday, November 11	Veterans Day
Thursday, November 26	Thanksgiving
Friday, December 25	Christmas Day



Finance Department Report

To: City Council
From: Sissy Gonzales, Comptroller
Date: November 5, 2019
Subject: Motion to enter into an annual maintenance agreement with Accurate Control Equipment for the Neopost Folding Machine.

Attachments:

1. Accurate Control Equipment Maintenance Agreement

ACCURATE CONTROL EQUIPMENT, INC.
30652 SGT E I BOOTS THOMAS DRIVE
SPANISH FORT, AL 36527

(251)928-4976

MAINTENANCE AGREEMENT

AGREEMENT, made and entered into the 28th day of October, 20 19 by and between
 Accurate Control Equipment (A.C.E.) and City of Bay St Louis
 _____ ("Customer").

EQUIPMENT TO BE COVERED BY THIS MAINTENANCE AGREEMENT

MODEL	SERIAL NO./DESCRIPTION	SERVICE TO BEGIN	RENEWAL DATE	ANNUAL AMOUNT	PRO-RATED AMOUNT
DS64iE2S	19HB1954 / Neopost Folder/Inserter	02/01/2020	01/31/2021	\$ 1680.00	
DS64iHCVS	19FA2159 / High Capacity Vertical Stacker			Included	
If tax exempt, tax exempt certificate must be attached or tax will be calculated. Is tax exempt certificate attached? YES <input type="checkbox"/> NO <input type="checkbox"/>				PLUS COUNTY TAX	
				PLUS CITY TAX	
				PLUS STATE TAX	
				TOTAL	\$ 1680.00

Is prepayment certificate attached? YES ☐ NO ☐

Check No. _____ Date _____ Amount _____

Customer Purchase Order Number _____

Customer Number _____ Equipment location name/address _____ Firm Name <u>City of Bay St Louis</u> Address <u>688 Highway 90</u> City <u>Bay St Louis</u> State <u>MS</u> Zip <u>39520</u>	Customer Number _____ Bill to customer name/address (if same, write same) _____ Firm Name <u>City of Bay St Louis</u> Address <u>PO Box 2550</u> City <u>Bay St Louis</u> State <u>MS</u> Zip <u>39521</u>
---	--

CUSTOMER AND A.C.E. UNDERSTAND AND AGREE THAT THIS MAINTENANCE AGREEMENT INCLUDES THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE OF THIS PAGE.

Authorized customer signature _____ Title _____ Date _____

Customer name (type or print) _____

ACCEPTED BY:

ACCURATE CONTROL EQUIPMENT, INC.
 30652 SGT E I BOOTS THOMAS DRIVE
 SPANISH FORT, AL 36527

Representative Randall Staab Date 10/28/2019

TERMS AND CONDITIONS

The parties here to covenant and agree as follows:

1. This agreement shall commence on the date first appearing below ("Service to Begin") and shall continue for an initial term of one (1) year (the "Init Maintenance Term"). Unless Customer provides written notice not less than ninety (90) days prior to the expiration of the then current term (initial or any renewal term) the agreement shall automatically renew thereafter for an additional one (1) year. The terms and conditions set forth herein remain in full force and effect during any renewal term except that the rates shall be adjusted during any renewal term to A.C.E.'s then current rates.
 2. During the term hereof, as extended or renewed, A.C.E. shall provide the Customer pursuant to the terms & conditions set forth herein, certain Out-of-Warranty Service (as herein defined) with respect to the following unit(s) (herein collectively called "Machine") unless Service with respect to a particular Machine is scheduled to begin as herein indicated on the date other than the commencement date as shown on reverse side.
 3. A.C.E.'s obligation hereunder (herein called "Service") shall be limited to providing (I) periodic inspections and diagnostic checks of the Machine and (II) repair or replacement of defective or worn parts of the Machine but not including shop reconditioning or replacement of complete assemblies resulting from the wearing out of numerous parts.
 4. A.C.E.'s obligations hereunder shall not include (I) Service required due to accident, negligence, misuse, electrical surge, lightning strikes, specification changes or causes other than normal use, or (II) any Service in connection with attachments or to alteration of the Machine, or (III) furnishing supplies or additional operator instructions after initial installation of the Machine.
 5. Any In-Warranty parts or labor provided by A.C.E. under a Warranty made by A.C.E. in connection with the sale of the Machine by A.C.E. to the Customer shall be provided pursuant to the terms and conditions of said Warranty and not pursuant to this Agreement.
 6. Service shall be performed during A.C.E.'s usual business hours, however, Service, when and if available after A.C.E.'s usual business hours and on Saturdays and Sundays and holidays, shall be charged at A.C.E.'s discretion on the rate for the labor, travel and expenses in addition to any charges paid by customer hereunder.
 7. If the Machine is regularly used by more than one (1) shift of personnel, the charge set forth herein shall be increased by fifty (50%) percent for each additional shift regularly using the Machine.
 8. If, in A.C.E.'s opinion, the Machine ought to be removed for a shop reconditioning because of on-site repair and/or replacement of parts cannot keep the Machine in satisfactory operating condition, A.C.E. will submit a cost estimate to the Customer for reconditioning and if authorized by the Customer, A.C.E. will recondition the Machine at the sole expense of the Customer which will be in addition to any charge paid by the Customer hereunder.
 9. Any parts supplied hereunder shall be free from manufacturing defects in material and workmanship under normal use for a period of ninety (90) days after same are supplied to Customer. This Warranty does not apply to any part which has been tampered with or repaired by persons other than a person authorized by A.C.E. to perform Service on the Machine or if the part has been subjected to misuse or abuse.
- THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.**
- In case of any breach of this Warranty, A.C.E.'s obligation shall be limited to the repair or replacement of any defective part without charge. A.C.E. SHALL NOT BE LIABLE, IN ANY EVENT, FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES IN CONNECTION WITH SERVICE, PARTS, AND LABOR PROVIDED HEREUNDER OR RESULTING FROM ANY USE OR FAILURE OF MACHINES, INCLUDING WITHOUT LIMITATION, LIABILITY FOR THE CUSTOMER'S EXPENSE OR LOSS OF INCOME WHILE MACHINES ARE OUT OF OPERATION.
10. In the event that A.C.E. provides Service hereunder for any of the following units, the parts listed next to said units are hereby expressly excluded from A.C.E.'s obligations hereunder:

Electronic Scales.....	Electronic components required to update for U.S.P.S. or U.P.S. rate increases/changes
Folding Machines.....	Motors, all rubber rollers
Inserters.....	Drive motor, vacuum pump, compressor and all rubber parts
Check Endorsing, Signing & Canceling Equipment.....	Signature plates, saddles and ink rollers
Postage Meter Mailing Machines.....	Ad slogans, ink cartridges, postage meter tape and envelopes moistening brushes, wicks and all rubber parts
Digital Printers.....	Print engine, print heads, waste trays and wiper rollers

ALL MODELS-
Consumable Supply Items.....Ink, pre-inked roller assemblies, security sealing solution, paper tape and paper tape pads
 11. This Agreement constitutes the entire Agreement between the parties hereto, and supersedes all previous negotiations, commitments and agreements with respect to its subject matter. This Agreement may not be modified except by a writing signed by both parties. The terms of this Agreement shall prevail over any inconsistent terms appearing on any purchase orders or acknowledgements submitted by the Customer. Should any legal proceeding be instituted by A.C.E. to recover any monies due hereunder, the Customer shall pay a reasonable sum as attorney's fees. Neither this Agreement nor any rights hereunder may be assigned by the Customer without prior written consent of A.C.E.



Finance Department Report

To: City Council
From: Sissy Gonzales, Comptroller
Date: November 5, 2019
Subject: Motion to approve the Preliminary Engineering Contract for the Beyer Drive Sidewalk Improvements not to exceed \$26,898.80.

Attachments:

1. Preliminary Engineering Services Contract_Beyer Drive Sidewalk

ESC
Rev. 08/28/94 (Base)
Rev. 01/29/18 (This form)

PRELIMINARY ENGINEERING SERVICES CONTRACT

*Beyer Drive Sidewalk Improvements
STP-0030-00(042) LPA / 107961-701000
Hancock County*

This CONTRACT, is made and entered into by and between the City of *Bay St. Louis*, a body Politic of the State of Mississippi (the "LPA"), and, *James J. Chiniche, PA Inc* (the "CONSULTANT"), a Corporation, duly licensed and registered to do business in the State of Mississippi, whose address for mailing is *412 HWY90 Suite 4, Bay St. Louis, MS 39520*. This CONTRACT shall be effective as of the latest date of execution below.

WITNESSETH:

WHEREAS, the LPA requires the services of a professional engineering firm for the purposes of surveying and ADA compliant sidewalk design on one side of the road with drainage design from Carroll Ave to Ranch St and bid phase services as provided for in *STP-0030-00(042) LPA / 107961-701000*, hereinafter called the "PROJECT"; and

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform engineering services as stated above, hereinafter called the "SERVICES"; and

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those SERVICES, and the LPA has relied upon such representation; and

WHEREAS, the CONSULTANT herein was selected through a Consultant Selection Process pursuant to the Mississippi Department of Transportation (hereinafter "MDOT") LPA Project Development Manual and pursuant to Federal Highway Administration ("FHWA") regulations, Engineering and Design Related Service Contracts, 23 C.F.R. Part 172 (as amended) and found satisfactory by the LPA; which is now desirous of entering into a CONTRACT;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby CONTRACT and agree as follows:

ARTICLE I. GENERAL RECITALS

The CONSULTANT shall, for the agreed fees, furnish all engineering services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. SERVICES provided by the CONSULTANT under this CONTRACT shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. In so doing, the CONSULTANT shall comply with all terms of this CONTRACT, including the Scope of Work and other exhibits, to the satisfaction of the LPA, which shall include any special requirements of the LPA. The CONSULTANT shall perform all SERVICES according to the terms of the CONTRACT, including all technical specifications and according to the prevailing industry standards, including standards of conduct and care, format and content.

The LPA, in support of the CONSULTANT, will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to the CONSULTANT and within the possession and control of the LPA.

Manuals, guides, standards, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and the FHWA and in effect on the effective date of this CONTRACT, unless otherwise specified in this CONTRACT or subsequently directed by MDOT during the course of the CONTRACT.

ARTICLE II. SCOPE OF WORK

The CONSULTANT shall perform the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope or to cancel this CONTRACT at any time.

ARTICLE III. CONTRACT TERM, TERMINATION

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA (as demonstrated by the issuance of final payment) or until December 31, 2020 at 11:59 p.m., whichever comes first, at which time this CONTRACT shall absolutely and finally terminate.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment for SERVICES rendered prior to the date of termination. In addition to payment for SERVICES rendered prior to the date of termination, the LPA shall be liable only for the reasonable costs, fees and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

Time is of the essence in this CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES by the date of execution of this CONTRACT.

The CONSULTANT has submitted a proposed project schedule to the LPA which has been incorporated herein as a part of "Exhibit 2" which, when approved by final execution of this CONTRACT, shall control the evaluation of the CONSULTANT'S progress on this PROJECT.

The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor and, said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the LPA by reason hereof. The CONSULTANT shall not make any claim, demand or application for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and designated agents designated in this CONTRACT.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in Exhibit 3.

B. Monthly Billing

The CONSULTANT must submit monthly billing to the LPA. (A sample of a required invoice is attached as "Exhibit 4"). All billing must be submitted in accordance with the Local Public Agency Consultant Operating Procedures. Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. Monthly payments will be made on the basis of a certified time record. The LPA retains the right to verify time and expense records by audit of any or all the CONSULTANT'S time and accounting records at any time during the life of this CONTRACT and up to three years thereafter.

If SERVICES are rendered within a given State fiscal year, an invoice requesting payment from the CONSULTANT shall be presented to the LPA within 60 days of the end of the State fiscal year. Should the CONSULTANT fail to present the invoice within the allotted time, legislative approval may be required before payment can be rendered.

The CONSULTANT further agrees that FHWA or any other federal agency may audit the same records at any time during the life of this CONTRACT and up to three years thereafter, should the funding source for all or any part of this CONTRACT be funds of the United States of America.

C. Progress Reports

The CONSULTANT shall provide the LPA monthly progress reports on two documents. The first document shall be a narrative outline of work performed during the billing period for which the CONSULTANT has submitted an invoice. The second document shall be a spreadsheet that indicates the amount of progress for each designated "Part" of the Scope of Work of the CONTRACT. If a contract is for a duration of 30 days or less, the provisions of this paragraph are waived. Otherwise, waiver of the provisions of this paragraph shall only be by written consent of the LPA.

D. Record Retention

The CONSULTANT shall maintain all time and expense records related to the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of this CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA'S expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subconsultants, assignees or transferees.

E. Retainage

The LPA shall retain the final 25% of the CONSULTANT'S Fixed Fees until all the deliverables have been received and found acceptable, the final payment request has been received, and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT shall clearly indicate on its last Invoice for the CONTRACT that the Invoice is "FINAL". The LPA will confirm that the CONTRACT is ready to be closed and the "FINAL" Invoice may be paid. All "FINAL" invoices shall pay any retainage withheld on the CONTRACT. However, under no circumstances will the total amount paid exceed the maximum not to exceed amount established for the CONTRACT. The CONSULTANT agrees that acceptance of the final payment shall be in full and final

settlement of all claims arising against the LPA for payment for work done, materials furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims for payment, whether known or unknown, for and on account of said CONTRACT, including payment for all work done, and labor and material furnished in connection with the same. Failure to perform, to the satisfaction of the LPA, all terms of this CONTRACT, which include the Scope of Work and other exhibits, any technical specifications, and special requirements of the LPA, or the CONSULTANT'S failure to perform according to the prevailing industry standards, including standards of conduct and care, format and content, shall be corrected by the CONSULTANT without additional compensation. Neither the LPA's review, approval or acceptance of, nor payment for, the SERVICES required under this CONTRACT shall be construed to operate as a waiver of any rights under this CONTRACT, or of any cause of action arising out of the performance of this CONTRACT. The CONSULTANT shall be and remain liable to the LPA for all damages to the LPA caused by the CONSULTANT's negligent acts, errors and/or omissions in the performance of any of the SERVICES furnished under this CONTRACT. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation. Notwithstanding inspection and acceptance by the LPA or any provision concerning the conclusiveness thereof, the CONSULTANT represents that SERVICES performed and work product(s) provided under this CONTRACT conform (or exceed) the requirements of this CONTRACT.

The CONSULTANT shall submit their "FINAL" invoice no later than 45 days following termination of the CONTRACT.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES being provided under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

All reports, drawings, designs, studies, maps, or other work product(s) prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the FHWA may also review and inspect said reports, drawings, designs, studies, maps, and other work product(s) prepared under the CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its contractual and professional obligations. CONSULTANT shall correct, at its expense, any of its breaches, negligent acts, errors and/or omissions, in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits, and including any technical specifications and special requirements of the LPA, to the satisfaction of the LPA, and shall be responsible for any negligent acts, errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including any negligent acts, errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction or any phase of work, then an accounting of all costs incurred by the LPA resulting from such breach, including any negligent acts, errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

During construction or any phase of work performed by others based on the services provide by the CONSULTANT for this CONTRACT, the CONSULTANT shall confer with the LPA when requested for the purpose of interpreting the information, clarification of any ambiguities, and/or to correct any negligent acts, error or omission without additional compensation. The CONSULTANT shall prepare any plans or data needed to correct the negligent acts, error or omission without additional compensation, even though acceptance and/or final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes once notified by the LPA so there will be a minimum of delay to the contractor.

When notified by the LPA of potential negligent acts, errors and/or omissions, during the development, construction, or any phase of the project, the CONSULTANT shall establish and maintain cost accounting records to segregate all costs associated with the evaluation and correction of any negligent acts, errors and/or omissions. All costs associated with any negligent acts, errors and/or omissions, including direct or indirect, must be borne by the CONSULTANT. If after written notice from the LPA, the CONSULTANT fails or refuses to correct any negligent acts, errors and/or omissions, the LPA may, by contract or otherwise, correct or replace with similar services and charge to the CONSULTANT the cost occasioned to the LPA thereby, or offset and withhold a sum equal to said cost to the LPA from payments on any existing contract(s) with the CONSULTANT or against any sums due the CONSULTANT under the terms of this CONTRACT or any other active contract(s).

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense, including reasonable attorney fees, to the extent caused by any negligent act, actions, neglect, error or omission by the CONSULTANT, its agents, employees, or subconsultants during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which the LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subconsultants will be liable under this provision for damages arising out of the injury or damage to persons or property to the extent caused by or resulting from the negligence of the LPA or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the LPA agrees to notify the CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving the CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

ARTICLE X. INSURANCE

Prior to beginning any work under this CONTRACT, the CONSULTANT shall obtain and furnish proof of insurance through Certificates of Insurance and, at MDOT's request, copies of insurance policies of the following:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Commercial General Liability Insurance with a minimum combined limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence.
- C. Errors and Omissions (Professional Liability) Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim; One Million Dollars (\$1,000,000.00) annual aggregate.
- D. Comprehensive Automobile Liability Insurance, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subconsultant or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, the CONSULTANT agrees to obtain from said subconsultant or other personnel, certificates of insurance demonstrating that said subconsultant or other personnel shall have sufficient coverage, or CONSULTANT agrees to include said subconsultant or other personnel within the CONSULTANT'S coverage for the duration of this PROJECT or phase for which said subconsultant or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the entire term of the CONTRACT. The LPA shall be notified of cancellation of any of the required insurance by the CONSULTANT and by the insurance company issuing any such cancellation of the required policies. Should CONSULTANT cease to carry the errors and/or omissions coverage listed above for any reason, it shall obtain "tail" or extended reporting period coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer.

All insurance carriers shall be licensed and in good standing with the Office of the Insurance Commissioner of the State of Mississippi.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to beginning any work under this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required insurance are in full force and effect. All policies of required insurance shall give thirty days written notice to the LPA before the effective date of cancellation or reduction in limits of any required insurance.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the MDOT. For breach or violation of this warranty, the LPA shall have the right to annul this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

ARTICLE XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be negotiated and executed between the parties in the event that both parties agree the CONSULTANT'S compensation should be increased due to an increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of MDOT, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before the modifications, amendments, or addenda become effective.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the contract maximum not to exceed amount, extensions of time or changes in the goals and objectives of this CONTRACT may be made by written notification of such change by either the MDOT or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, subcontract, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no condition will the CONSULTANT be allowed to sublet or subcontract more than 60% of the work required under this CONTRACT. It is clearly understood and agreed that specific projects or phases of the work may be sublet

or subcontracted in their entirety provided that the CONSULTANT performs at least 40% of the overall CONTRACT with its own forces. Consent by the LPA to any subcontract shall not relieve the CONSULTANT from any of its obligations hereunder, and the CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontracts documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subconsultant cost estimates for review and written concurrence of the LPA in advance of their execution.

The CONSULTANT shall make prompt payment to all subconsultants no later than 15 days from receipt of each payment the LPA makes to the CONSULTANT. Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all Subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report). The CONSULTANT shall pay all retainage owed to the subconsultant for satisfactory completion of the accepted work within 15 days after receipt of payment.

ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE

The CONSULTANT agrees that all reports, documents, computer information and access, software, drawings, studies, notes, maps and other data and products, prepared by and for the LPA under the terms of this CONTRACT shall become and remain the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA, regardless of any claim or dispute between the parties. All such data and products shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for SERVICES and each party considers the products and results of the SERVICES to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the

first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

All approved releases of information, findings, and recommendations shall include a disclaimer provision and all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi or the Federal Highway Administration.

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in Hancock County, Mississippi, and all questions including but not limited to questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation

with respect to this CONTRACT shall be brought in a court of competent jurisdiction in *Hancock* County, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. The CONSULTANT shall comply and shall require its subconsultants to comply with the regulations for compliance with TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. The CONSULTANT shall comply with the provisions set forth in Department of Transportation regulations, Uniform Administrative Requirements for Grants and Cooperative Agreements, 49 CFR, Part 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements (as amended) in its administration of this CONTRACT or any subcontract resulting herefrom.
- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.
- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 5".
- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT

- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

- A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:

- (1) Cancel the stop work order; or

- (2) Terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT and/or the LPA may notify the CONSULTANT, in writing, of MDOT'S or the LPA's intentions to ask the LPA or CONSULTANT to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT or the LPA, the CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

- B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.
- C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for SERVICES rendered prior to the Termination. In addition to payment for SERVICES rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

The CONSULTANT agrees that Key Personnel identified as assigned to phases hereunder as set forth in this CONTRACT or as established in the organizational chart of the CONSULTANT's proposal, shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties:

LPA:

For Contractual Matters:

Dana Feuerstein

Bay St. Louis

688 HWY 90

Bay St. Louis, MS 39520

Phone: 228-466-5451

dfeuerstein@baystlouis-ms.gov

For Technical Matters:

Dana Feuerstein

Bay St. Louis

688 HWY 90

Bay St. Louis, MS 39520

Phone: 228-466-5451

dfeuerstein@baystlouis-ms.gov

CONSULTANT:

For Contractual Matters:

Jason Chiniche

James J. Chiniche, PA Inc

412 HWY 90 Suite 4

Bay St. Louis, MS 39520

Phone: 228-467-6755

Fax: 228-466-4643

jason@jjc-eng.com

For Technical Matters:

Jason Chiniche

James J. Chiniche, PA Inc

412 HWY 90 Suite 4

Bay St. Louis, MS 39520

Phone: 228-467-6755

Fax: 228-466-4643

jason@jjc-eng.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers and Surveyors:

P.E. # E-27041
Surveyor # S-27068

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers and Surveyors:

P.E. # E-27041
Surveyor # S-27068

ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the ____ day of _____, 20 ____.

City of Bay St. Louis

Mayor Favre

WITNESS this my signature in execution hereof, this the 11 day of October, 2019.

James J. Chiniche, PA Inc

ATTEST: Alexander Jason Chiniche

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

LIST OF EXHIBITS

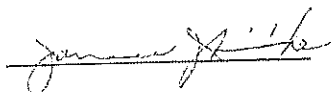
1. Evidence of Authority
2. General Scope of Work and Common Specifications
3. Fees and Expenses
4. Sample Invoice
5. Notice to the CONSULTANT
6. The CONSULTANT'S Certificate Regarding Debarment, Suspension and Other Responsibility Matters
7. Certification of the LPA
8. This Exhibit was intentionally left blank
9. Prime Consultant / Contractor EEV Certification and Agreement

EXHIBIT 1

EVIDENCE OF AUTHORITY

JAMES J. CHINICHE, P.A. Inc.

I, James J. Chiniche, President and Owner of James J. Chiniche, P.A. Inc., a corporation created and existing under the State of Mississippi, do hereby grant signing and authority to Jason Chiniche, Project Manager with James J. Chiniche, P.A. Inc.



Date:

02/10/15

Witness



Date:

2/10/15

EXHIBIT 2

SCOPE OF WORK

This CONSULTANT shall provide all necessary professional services required to complete the design of ADA compliant 5' concrete sidewalk along Beyer Drive from Carroll Ave to Ranch St, Hancock County, ENV-160 (excluding wetlands delineation and cultural resources report), all necessary field surveying, the determination of required Right-of-Way limits, timber ramp and parking design to meet ADA compliance, project activation to include preparation of LPA, 100, LPA 700/800, Kickoff meeting, design to include prepare for and attend meetings, prepare pre-design notes, initial site visit, prepare ROW and existing conditions plan, prepare conceptual site improvement layout plans, print and distribute plans, conduct plan in hand review, prepare field review report, prepare title, detail index and general notes sheets, prepare typical sidewalk sections, select appropriate pay items, add footnotes, sheet clean up and organization, design and place permanent erosion control items, construction signing detail, top sheets TCP typical sections, address corrections from Mississippi Department of Transportation (MDOT) TCP check, pavement marking detail sheets, misc. detail sheets, control points sheet, print plans and specifications, prepare TOW/Util status reports, conduct plan review, prepare office review report, prepare ENV 160 (excluding wetlands delineation and cultural resources report), gather property owner information from tax records, establish/verify the primary horizontal and vertical control, establish and verify approx. 3 TBMS (temporary benchmarks) perform topographic survey of main line, utility mapping – locate underground utilities per MS Once Call System/Compiling Utility drawings from owners – municipalities, generate finalized existing conditions drawing, prepare ROW certification, utility certification, encroachment certification, hazardous waste certification, asbestos certification, compose letters, compile forms, print plans, assemble specifications, material checklist, mdot coordination for PSE Assembly, print plans and specifications, prepare advertisement, bidder coordination, receive & evaluate bids, assemble bids and submit to MDOT. The CONSULTANT shall prepare all plans, specifications, and provide a State Estimate (PS&E Assembly) as indicated in the Local Public Agency (LPA) Project Development Manual (PDM).

The following engineering services shall be performed by the CONSULTANT on behalf of the LPA in accordance with this CONTRACT at the direction of the LPA, unless otherwise modified by the MDOT.

A project schedule is required. Work progression is to proceed in accordance with the attached agreed project schedule. The following engineering services shall be performed by the CONSULTANT in accordance with this CONTRACT and the latest PDM for the LPA at the time of the execution of this contract. Where this CONTRACT and the PDM differ, the PDM shall govern.

A monthly status report along with an updated project schedule is required. This report is to be submitted by the 7th of each month to the LPA for their signature and then submitted to the District LPA Coordinator. This monthly report is to be submitted by the CONSULTANT and will update the LPA on the status of the project. Recent milestones in plan development, such as the submittal of plans for review, shall be documented. Also, the target dates for the future milestones should be included.

The project encompasses installation of an ADA compliant 5' wide concrete sidewalk on one side of the street (to be determined during design), drainage improvements to accommodate installation of new culverts as needed for placement of concrete sidewalk. No ROW is anticipated to be needed at this point.

TYPICAL ITEMS/MATERIALS PROVIDED BY THE LPA:

Based upon availability, the LPA will provide within normal resources of the LPA, the following:

1. Maps, aerial photographs, and other cartographic items as may be available;
2. Available old construction plans, drawings, and maps pertinent to the project;
3. Copies of the MDOT publications, regulations, and standards, as applicable;
4. Copies of previous studies/analyses, environmental assessments, conceptual plan, and other information pertaining to the project;
5. Names, addresses, and telephone numbers of points of contact which may prove useful to the CONSULTANT in conducting this analysis;
6. A single point of contact within the LPA for day-to-day coordination of each CONTRACT;
7. Pavement design;
8. Special provisions, interim standard specifications, and pay item numbers that are presently being utilized by the MDOT that are not shown in the MDOT Standard Specification book;
9. Computer files (depending on availability) may include Computer Aided Design and Drafting (CADD) files, GIS data, or Survey Control Points set by other Surveyors on or near the project employed by the LPA;

GENERAL REQUIREMENTS:

As directed, the CONSULTANT shall provide engineering/technical assistance to perform specific assignments requiring needed expertise or staff resources unavailable to the LPA.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and adopted by the MDOT and in effect on the effective date this CONTRACT unless otherwise specified in the CONTRACT or subsequently directed by the MDOT during the course of this CONTRACT.

The design of roadways shall be in compliance with the MDOT Roadway Design Manual, and supplemented with updated design policies as described in design memos located on the MDOT Roadway Design Division's File Transfer Protocol (FTP) site, American Association of State Highway and Transportation Officials (AASHTO)'s Policy on Geometric Design Of Highways and Streets; MDOT Standard Drawings (roadway and bridge), MDOT Roadway CADD Manual; MDOT Standard Specifications for Road and Bridge Construction; Manual on Uniform Traffic Control Devices (MUTCD); MDOT Access Management Policy; and MDOT Survey Manual. The latest edition of the aforementioned documents shall be used.

This project shall be performed using English units, unless stated otherwise by the MDOT.

For other type contract plans sheets:

All preliminary plans shall be marked "PRELIMINARY, NOT FOR CONSTRUCTION" on each sheet. Once plans are complete, the "PRELIMINARY" markings shall be removed, and the

Roadway Title sheet shall be signed and sealed/stamped by the CONSULTANT's engineer. If the scope of the CONSULTANT's work is limited to certain aspects of the plans, the scope shall be briefly noted near the seal/stamp (e.g., "ROADWAY AND LIGHTING ONLY" or "BRIDGE AND RETAINING WALL ONLY"). If multiple CONSULTANTS develop the plans, each firm shall sign and seal/stamp the title sheet.

As a minimum, the Scope of Work shall be divided into the phases as follows:

Activation

Design

Environmental

Survey

PSE & Advertisement

Activation Phase – shall consist of preparation of the LPA 100 and 700/800 and design kick off meeting

Design Phase – shall consist of design for Field Review and design for Office Review. Field Review Design shall consist of preparation and attendance at field review meeting, preparation of pre-design meeting minutes, initial site visit, preparation of ROW & existing and existing conditions plans, prepare conceptual ramp and site layout plans, print and distribute plans, conduct plan in hand review, prepare field review report. Office Review Design shall consist of preparation of title, detail index and general notes sheets, prepare typical ramp sections, select appropriate pay items, add footnotes, sheet clean up and organization, design and place permanent erosion control items, construction signing detail, TCP sheets, TCP typical sections, address corrections from MDOT TCP check, pavement marking detail sheets, miscellaneous detail sheets, control points sheet, print plans and specifications, prepare ROW/util status reports, conduct plan review, prepare office review report

Environments Phase – shall consist of ENV – 160 preparation

Survey Phase – shall consist of gathering property information from TAX records, establish/verify the primary horizontal and vertical control, establish and verify approximately 3 tbms, perform topographic survey of main line, utility mapping to locate underground utilities per MS one call system/compiling utility drawings from owners & municipalities and generating finalized existing conditions drawings

PS&E Advertisement Phase – shall consist of PSE assembly with ROW certification, utility certification, encroachment certification, hazardous waste certification, asbestos abatement certification, compose letters, compile forms, print plans, assemble specifications, material checklist, MDOT coordination, print plans and specifications, prepare advertisement, bidder coordination, receive and evaluate bids assemble bids and submit

FIELD SURVEY:

The CONSULTANT shall survey the project utilizing standard surveying practices as required to prepare preliminary and final contract plans in accordance with the current MDOT Design Manual. The work shall be performed in accordance with the current MDOT Survey Manual, unless specifically accepted, and with any additional instructions or requests as specified by the LPA, including the following:

A. Centerline Survey and Control:

1. Document "good faith" efforts to notify the property owners prior to entering upon the property for survey purposes;
2. Establish horizontal and vertical control, intermediate control and centerline in accordance with the MDOT Survey Manual;
3. Perform hydraulic survey according to the MDOT Survey Manual;
4. Participate in centerline inspection (hub-line review) immediately following its location to determine if any adjustments are necessary. The CONSULTANT shall make all necessary adjustments resulting from this inspection, and shall also make any adjustments necessary as a result of the centerline inspection(s) from the adjacent project(s);
5. Perform complete topographic survey along proposed centerline in accordance with the MDOT Survey Manual;
6. By the time Preliminary Right-of-Way (ROW) plans are developed, the CONSULTANT will be required to establish the location of property lines, determine ownership from deeds of record, and develop a Property Map of the project according to standard, recognized surveying procedures in preparation for Right-of-Way documents meeting the Mississippi Board's "Standards of Practice" for surveying in the State of Mississippi as set forth and published by the State Board of Licensure for Professional Engineers and Surveyors. The following are required MDOT elements:
 - a) Existing highway ROW, local road ROW, railroad ROW, and utility ROW that fall within the topographic limits of the project shall be collected.;
 - b) Each land parcel boundary in or connecting to the limits of the project shall be drawn and the boundary lines delineated as; from evidence or deed. Each individual parcel to be labeled with the following: owner name and tax parcel number. All GLO lines intersecting the project labeled with appropriate Section, Township, and Range information. Lot and block or tract numbers of property and adjoining lots of Subdivisions;
 - c) All corners and evidence found shall be labeled with coordinates and the description of the evidence found. It shall not be necessary to show station/offset to any corners or to property lines at their intersection with the existing centerline. No ROW markers or property corners symbology shall be shown unless they are collected in the field;
 - d) Any distances or bearings shown on this drawing shall be grid;
 - e) North arrow;

The property point ASC II file shall be printed by the consultant and the professional surveyor in charge of the project shall certify by signing and placing his or her seal on each page that the coordinate values of this file meets or

- exceeds requirements for land class "B", as required by Mississippi Board of Licensure for Professional Engineers and Land Surveyor's "Standards of Practice" for Land Surveying in the State of Mississippi.
7. In the case of any discrepancy or ambiguity between the MDOT Survey Manual, the Mississippi Board's "Standards of Practice" or specifications listed within this CONTRACT the CONSULTANT shall adhere to the most stringent requirement for the specific task in question, unless otherwise directed in writing by a representative of the MDOT authorized to make alterations to this CONTRACT; and
 9. The location of any utility shall be delineated, as described in the MDOT Survey Manual.

FIELD REVIEW PLANS:

Roadway plans shall conform to the MDOT Roadway Design Division's CADD specifications as described in the MDOT Roadway Design Division's CADD User's Manual. When field inspection plans are submitted, all hydraulic calculations (for drainage areas under 1000 acres) shall be included.

Unless stated otherwise in the CONTRACT, the following specific requirements are typical for this phase:

Part 1 - PRE-DESIGN CONFERENCE

The purpose of the conference is to discuss LPA procedures, contract administration, data required by this CONTRACT, the design criteria, and other matters as the parties deem necessary. After the Pre-Design Conference, the Project Director shall authorize the CONSULTANT to proceed with the preparation of the conceptual design plans.

Part 2 - FIELD INSPECTION PLANS

The CONSULTANT shall prepare and submit conceptual plans for the project to include, where applicable:

- A. **ROADWAY PLANS:** Title Sheet(s), typical sections, plan-profile sheets, traffic control sheets, conceptual permanent directional signing layout sheets, conceptual pavement marking sheets, special design sheets where needed, phase construction sheets as required (plan & elevation) and ROW limits with or without property boundaries.

Any other incidental drawings needed to show pertinent topographical features or special treatments shall be included with these field inspection plans. Any remedial measures required by the LPA's S.O.P. TMD-20-14-00-000, Standard Procedures for Construction of Roadways Through High Volume Change Soils, must be identified and incorporated into the design of right-of-way plans. The CONSULTANT shall submit four (4) sets of plans for review by the LPA prior to requesting the Field Inspection. The LPA shall mark on these copies of the plans all revisions or changes required and return same to the CONSULTANT. Allow approximately three (3) weeks for review by the LPA. After completing any revisions, the CONSULTANT shall submit to the LPA one (1) set of Field Inspection plans for a Field Inspection with representatives of the LPA and the CONSULTANT at a date mutually agreed upon by both parties. Allow approximately three (3) weeks from the submittal date of the reproducibles for scheduling and completing the Field Inspection.

OFFICE REVIEW PLANS:

This work shall consist of all services required for the production of final contract plans.

Roadway plans shall conform to Roadway Design Division's CADD specifications as described in Roadway Design Division's CADD USER'S MANUAL. When Field Inspection plans are submitted, all hydraulic calculations (for drainage areas under 1000 acres) shall be included.

Unless stated otherwise in the CONTRACT, the following specific requirements are typical for this phase:

Part 1 - DESIGN CONFERENCE

The purpose of the Design Conference is to discuss any updated procedures or policies the LPA may have enacted that would impact the final design phase of the project. These items would not be considered extra work but would help to minimize the number of corrections that are generated at the Office Review stage. The design conference may also require a visit to the project site.

Part 2 - OFFICE REVIEW PLANS

After the Office Review plans (100% plan development, pending final review) are complete, the CONSULTANT shall submit one (1) set of reproducible plans and quantity calculations in 8.5"x11" format for review by the LPA. A pdf file of the quantity calculations shall also be submitted. A final Office Review will be required and the CONSULTANT shall be required to attend. Allow approximately three (3) weeks from the submittal date of the reproducibles for scheduling and completing the Office Review. In the office review, the LPA shall review and mark the plans with all required revisions.

After the Office Review is conducted, the CONSULTANT shall provide the LPA with a written updated construction cost estimate. This estimate shall be based on the plan quantities and historical cost data for the pay items.

PERMANENT SIGNING PLANS AND DETAILS:

Permanent signing plans and details for new construction projects shall be developed in accordance with the requirements of the MUTCD, MDOT signing policies and practices and at the direction of the Roadway Design Division Engineer, while in consultation with the Traffic Engineering Division.

ADVERTISEMENT:

The Consultant shall prepare legal advertisement for the referenced project and shall ensure the project follows the LPA Project Development Manual and is properly advertised per Mississippi State bidding laws and regulations. These services include the following:

- Preparing the advertisement
- Bidder Coordination
- Receive and evaluate bids
- Assemble Bids and Submit

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on an actual cost-plus fixed-fee basis with an upset limit of \$26,898.80 for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, payroll additives, overhead, direct costs and CONSULTANT'S fixed fees attributable to this CONTRACT.

Actual costs as the term is used herein shall include all direct salaries, payroll additives, overhead and direct cost. Direct salaries are those amounts actually paid to the person performing the SERVICES, which are deemed reasonably necessary by the LPA for the advancement of the Scope of Work. Overtime work is not contemplated by this CONTRACT. Accordingly, direct salaries chargeable to this CONTRACT shall not include any overtime premium. Salaries for officers, principals or partners shall not increase at a rate in excess of that for other employees. Payroll additives and overhead consist of employee fringe benefits and that part of CONSULTANT'S allowable indirect costs attributable to this CONTRACT.

Direct Costs are those charges deemed reasonably necessary by the LPA for the successful completion of the Scope of Work, which are charged directly to the project and not included in overhead.

Fixed fee as the term is used herein shall mean a dollar amount established to cover the CONSULTANT'S profit and business expenses not allocable to overhead for the successful completion of the SERVICES.

Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all Subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report).

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

The following schedule of rates for SERVICE will not be exceeded for all work under this CONTRACT:

Direct Salaries:

Direct salaries shall not exceed those amounts actually paid to an employee performing SERVICES reasonably necessary for the completion of the Scope of Work set forth under "Exhibit 2" to this CONTRACT.

Upon MDOT's request, all charges for SERVICES must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

Payroll Additive & Overhead:

The current overhead rates shall be submitted by the CONSULTANT and approved by the MDOT within nine (9) months of the end of the CONSULTANT's fiscal period. The current overhead rate, as defined in this CONTRACT, shall be the overhead rate for the CONSULTANT's most recent previous fiscal period. The CONSULTANT's failure to provide a current overhead rate within nine (9) months of the end of the CONSULTANT's fiscal period may result in the CONSULTANT being deemed ineligible for any potential Supplemental Agreements with LPA. The estimated FCCM for cost proposals, Supplemental Agreements, and invoices must be specially identified and distinguished from the other costs. Profit/Fee shall not include amounts applicable to FCCM.

Final payment of the overhead rate costs shall be adjusted after completion of the final audit to reflect the actual rates experienced by the CONSULTANT during the course of this CONTRACT; however, in no event

shall such an adjustment allow this CONTRACT'S cost to exceed the maximum limitation stated. Said audit of the CONSULTANT will be conducted by the LPA, or the LPA'S designated auditor at the conclusion of this CONTRACT in accordance with Federal and the LPA requirements.

All overhead rates submitted to MDOT for approval shall comply with the current edition of the AASHTO Audit Guide, as amended. In addition, the CONSULTANT shall submit written certification in accordance with FHWA Order 4470.1A, as amended, that the indirect cost rate submitted does not include any costs which are expressly unallowable and the indirect cost rate was established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48 CFR part 31.

Direct Costs:

The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. This policy will include no meal reimbursement when there is no overnight stay. **However, Direct costs for lodging shall be reimbursed in accordance with FAR 31.205-46(a)(2).**

All direct costs must be substantiated by supporting data in accordance with the MDOT State Travel Handbook, i.e. mileage, log books, receipts, etc.

All other expenses will be reimbursed upon receipt of acceptable paid invoices.

Fixed Fee:

The CONSULTANT'S fixed fee shall be \$2,882.01 which sum shall be paid incrementally each month in an amount determined by multiplying the total fixed fee by the project completion percentage, less any amounts previously paid for fixed fees.

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this assignment exceed \$26,898.80 (Total of all Charges) without the prior written consent of both parties.

FEE AND EXPENSE SUMMARY

	Primes Labor Cost & Overhead	Primes Direct Costs	Primes Fixed Fee	Sub-Consultants	Project Total
Project Total	\$24,016.79	\$0.00	\$2,882.01	\$0.00	\$26,898.80

REV 4/01/2016

LPA-CSU-001 For LPA's

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
MDOT REIMBURSEMENT ESTIMATE - RECAP SHEET

P.O. No. 3941
Invoice Number : 0
Sheet No. 1

Date Processed January 0, 1900

Vendor Number

Project No.

In Account With

Contract Number:

Est. No. 0

Circumstance	All respondents (%)	Men (%)	Women (%)
If someone is attacking you	85	80	90
If someone is threatening you	75	70	80
If someone is harassing you	65	60	70
If someone is insulting you	55	50	60
If someone is annoying you	15	10	20

County _____ 0

Address	0
---------	---

Surety

Period

January 0, 1900

THRU

January 0, 1900

Document No.

LPA	0.000000%			TOTAL Net Amount Owed to the LPA	0.00	0.00	
THE SOLE PURPOSE OF THE ENGINEER'S SIGNATURE IS TO ACKNOWLEDGE THAT THE LPA HAS SUBMITTED ALL REQUIRED DATA BY THE LPA MANUAL FOR PAYMENT							

EXHIBIT 4

SAMPLE INVOICE – COST PLUS FIXED FEE

LOCAL PUBLIC AGENCY
ADDRESS
CITY, STATE, ZIP CODE

DATE:

ATTENTION: ACCOUNT'S PAYABLE

INVOICE NO. 0000
PERIOD _____, 20____ THROUGH _____, 20____
PROFESSIONAL SERVICES IN ACCORDANCE WITH
CONTRACT DATED _____, 20____, AS RELATES TO
PROJECT NO. ____-____-____-____-____ IN _____ COUNTY, HIGHWAY _____.

CONSULTANT:

CUSTOMER NUMBER 0000000000

FILE NUMBER 000-000000

REPORT NUMBER: 000 through 000

FMS NUMBER 000000-000000LPA

	CURRENT PERIOD	PREVIOUS ESTIMATE	TOTAL ALLOWED TO DATE _____
DIRECT SALARIES	\$	\$	\$
* PAYROLL ADDITIVE (less FCCM)	\$	\$	\$
FIXED FEE (% complete X total fee less amounts previously paid – not to exceed 75%)	\$	\$	\$
PAYROLL ADDITIVE w/ FCCM only	\$	\$	\$
** DIRECT COSTS	\$	\$	\$
PROJECT TOTAL	\$	\$	\$
AMOUNT DUE THIS INVOICE:	\$	\$	\$

NOTE:

1. * PAYROLL ADDITIVES (INCLUDING ALL FRINGE BENEFITS & OVERHEAD-)
2. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
3. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA

Project No. 00-0000-00-000-00
 County _____

<u>Employee and Classification</u>	<u>Pay Period Date</u>	<u>Rate of Pay</u>	<u>Period Hours</u>	<u>Period Costs</u>	<u>Period Costs</u>	<u>To Date</u>
DIRECT LABOR AND DIRECT COSTS						
John P. Public, Jr		0.00	0.0	0.00	0.00	0.00
Engineer		0.00	0.0	0.00	0.00	0.00
John P. Public, Jr		0.00	0.0	0.00	0.00	0.00
Designer		0.00	0.0	0.00	0.00	0.00
John P. Public, Jr		0.00	0.0	0.00	0.00	0.00
Engineer		0.00	0.0	0.00	0.00	0.00
John P. Public, Jr			0.0	0.00	0.00	0.00
Technician			0.0	0.00	0.00	0.00
Sub Total				0.00	0.00	0.00
Payroll Additives				0.00	0.00	0.00
Total Labor				0.00	0.00	0.00
Fixed Fee				0.00	0.00	0.00
Direct Costs				0.00	0.00	0.00
Subconsultant(s)				0.00	0.00	0.00
Project Total				0.00	0.00	0.00

EXHIBIT 5

NOTICE TO CONTRACTORS, FEDERAL AID CONTRACT COMPLIANCE WITH TITLE VI
OF THE CIVIL RIGHTS ACT OF 1964COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT, CONTRACT WORK HOURS AND
SAFETY STANDARDS ACT, CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION
ACT, and WORKER VISIBILITY

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation, relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.
2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subconsultants including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when this CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).
3. Solicitations for Subcontracts. Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.
4. Anti-kick back provisions: All CONTRACTS and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each CONSULTANT or subconsultant shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.
5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.
6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers

shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in a non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this CONTRACT. The CONSULTANT (Contractor) shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT (Contractor) to carry out those requirements is a material breach of the contract which may result in the termination of this CONTRACT or such other remedies as the Mississippi Department of Transportation deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT 6

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53,
No. 102, page 19210 and 19211:

- (1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or CONTRACT under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
- (2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:
 - (f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-consultants shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

- (a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this agreement,
- (b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the SERVICES of any firm or person in connection with carrying out the agreement, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this 11 day of October, 2019

James J. Chiniche, PA Inc

Jason Chiniche

ATTEST:

Alexa Smith Renz

My Commission Expires:

2-12-23

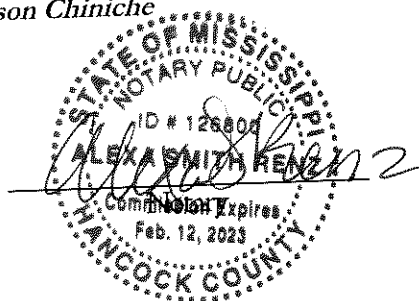


EXHIBIT 7

CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, firm or person, or
- (b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the _____ day of _____, 20__.

City of *Bay St. Louis*

Mayor Favre

EXHIBIT 8

{Intentionally Left Blank}

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with Senate Bill 2988 from the 2008 Mississippi Legislative Session, "Mississippi Employment Protection Act," as published in Laws, 2008 and codified in the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with MTC has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L.99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any subconsultant(s) and/or subcontractor(s) in connection with the performance of this Contract, the undersigned will secure from such subconsultant(s) and/or subcontractor(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to MTC, if requested, for the benefit of the MTC or this Contract.

847544

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY:

Authorized Officer or Agent

Date

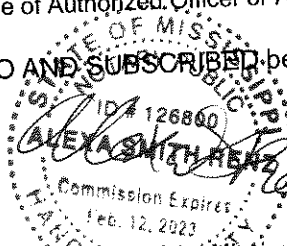
Jason Chiniche

Printed Name of Authorized Officer or Agent

President

Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 11 day of October, 2019.



NOTARY PUBLIC

My Commission Expires: 2-12-23

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

Summary

**Beyer Drive Sidewalk Improvements
Hancock
Project Number STP-0030-00(042) LPA / 107961-701000
James J. Chiniche, PA Inc
6/28/2019**

	Man-Hours	Sub-Consultants Fee	Salary Cost	Overhead	FCCM	Total Labor Cost	Direct Cost	Fixed Fee	Total Cost
			\$ 520.00	\$ 460.20	\$ -	\$ 980.20		\$ 117.62	\$ 1,097.82
Activation	15		\$ 520.00	\$ 460.20	\$ -	\$ 980.20		\$ 117.62	\$ 1,097.82
Design	172		\$ 5,454.00	\$ 4,826.79	\$ -	\$ 10,280.79		\$ 1,233.69	\$ 11,514.48
Environmental	2		\$ 77.00	\$ 68.15	\$ -	\$ 145.15		\$ 17.42	\$ 162.56
Survey	133		\$ 3,204.00	\$ 2,835.54	\$ -	\$ 6,039.54		\$ 724.74	\$ 6,764.28
PS&E/Advertisement	109		\$ 3,486.00	\$ 3,085.11	\$ -	\$ 6,571.11		\$ 788.53	\$ 7,359.64
Total	431		\$ 12,741.00	\$ 11,275.79		\$ 24,016.79		\$ 2,882.01	\$ 26,898.80

Grand Total \$ 26,898.80

Notes: Project information at the top of this sheet is linked to all the tabs in the workbook, so it only has to be filled out on this page.

All hour and fee amounts for each tab are linked to this summary page. If more tabs are needed for additional work or sub-consultant fees, please link to this page and highlight in red font.

All links and formulas contained in this workbook are included for convenience only. It is the consultant's responsibility to ensure all information is accurate prior to submittal.

Task items in each tab should not be considered as an exhaustive list of potential items of work. Please insert any line items that are considered to be project specific rather than absorbing the hours in items already listed.

Activation Sheet
Beyer Drive Sidewalk Improvements
Hancock
Project Number STP-0030-00(042) LPA / 107961-701000
James J. Chiniche, PA Inc
6/28/2019

MDOT Process Item Description	No. Sheets	Estimated Hours							Total Hours
		Project Manager	Project Engineer	CAD Technician	Instrument Man	Rodman	Clerical		
Project Activation		1.0	2.0						3.0
LPA 100		1.0	3.0						4.0
LPA 700/800		2.0	5.0						7.0
Kickoff Meeting		1.0	0.0						1.0
Quality Control		5.0	10.0						15.0

Raw Labor Rates	\$50.00	\$27.00	\$28.00	\$25.00	\$15.00	\$20.00		520.00
Labor Cost	250.0	270.0						
					Overhead	%	88.50%	\$460.20
					Fixed Fee	%	12.00%	\$117.62
					FCCM Overhead	%		\$0.00

Direct Costs:	Qty.	Unit Price ¹
Mileage		
Meals		
Lodging		
Postage		
Supplies		
Reproductions		
Other		

¹ See State Travel Handbook

Total Direct Costs:

Prime Total	\$1,097.82
Subconsultant A	
Subconsultant B	
Subconsultant Total	
Project Total	\$1,097.82

Design Sheet
Beyer Drive Sidewalk Improvements
Hancock
Project Number STP-0030-00(042) LPA / 107961-701000
James J. Chiniche, PA Inc
6/28/2019

MDOT Process Item Description	No.	Estimated Hours								Total Hours
	Sheets	Project Manager	Project Engineer	CAD Technician	Instrument Man	Rodman	Clerical	0	0	
Design - Field Review		2.0	4.0							6.0
Prepare For & Attend Meeting		1.0	2.0							3.0
Prepare Pre-Design Meeting Minutes		2.0	2.0							4.0
Initial Site Visit		1.0	2.0	8.0						11.0
Prepare ROW & existing conditions Plans		2.0	4.0	8.0						14.0
Prepare Conceptual Sidewalk Layout Plans		2.0	6.0	8.0						16.0
Prepare Conceptual Drainage Design Plans		2.0	1.0	2.0						5.0
Print and Distribute Plans		2.0	2.0							4.0
Conduct Plan in Hand review		2.0	5.0							7.0
Prepare Field Review Report										
Design - Office Review			1.0	2.0						3.0
Prepare title, detail index and general notes sheets		2.0	4.0	6.0						12.0
Prepare typical sidewalk sections		1.0	2.0	1.0						4.0
Select Appropriate Pay Items		1.0	1.0	1.0						3.0
Add Footnotes		1.0	2.0	4.0						7.0
Sheet Clean-up and Organization		1.0	2.0	4.0						7.0
Design & Place Permanent Erosion Control Items		1.0	2.0	4.0						7.0
Construction Signing Detail		1.0	1.0	2.0						4.0
TCP Sheets		1.0	1.0	2.0						4.0
TCP Typical Sections		1.0	2.0	4.0						7.0
Address Corrections From MDOT TCP Check		1.0	2.0	3.0						6.0
Pavement Marking Detail Sheets		1.0	1.0	2.0						4.0
Miscellaneous Detail Sheets		1.0	1.0	2.0			2.0			5.0
Control Points Sheet		1.0	1.0	2.0						4.0
Print Plans and Specifications		2.0	7.0							9.0
Prepare ROW/Util Status Report		2.0	8.0							10.0
Conduct Plan Review		2.0	6.0							8.0
Prepare Office Review Report										
Total Hours		33.0	72.0	65.0			2.0			172.0

Raw Labor Rates	\$50.00	\$27.00	\$28.00	\$25.00	\$15.00	\$20.00	\$0.00	
Labor Cost	1650.0	1944.0	1820.0			40.0		5,454.00
Overhead						%	88.50%	\$4,828.79
Fixed Fee						%	12.00%	\$1,233.69
FCCM Overhead						%	0.00%	\$0.00

Direct Costs:	Qty.	Unit Price ¹
Mileage		
Meals		
Lodging		
Postage		
Supplies		
Reproductions		
Other		

¹ See State Travel Handbook

Total Direct Costs:

Prime Total	\$11,514.48
Subconsultant A	
Subconsultant B	
Subconsultant Total	
Project Total	\$11,514.48

Environmental Sheet
Beyer Drive Sidewalk Improvements
Hancock
Project Number STP-0030-00(042) LPA / 107961-701000
James J. Chiniche, PA Inc
6/28/2019

MDOT Process Item Description	No.	Estimated Hours								Total Hours
	Sheets	Project Manager	Project Engineer	CAD Technician	Instrument Man	Rodman	Clerical	0	0	
Environmental Documentation		1.0	1.0							2.0
ENV-160		1.0	1.0							2.0

Raw Labor Rates	\$50.00	\$27.00	\$28.00	\$25.00	\$15.00	\$20.00	\$0.00	\$0.00	77.00
Labor Cost	50.0	27.0							
					Overhead	%	88.50%		\$68.15
					Fixed Fee	%	12.00%		\$17.42
					FCCM Overhead	%	0.00%		\$0.00

Direct Costs:	Qty.	Unit Price ¹
Mileage		
Meals		
Lodging		
Postage		
Supplies		
Reproductions		
Other		

¹ See State Travel Handbook

Total Direct Costs:

Prime Total \$162.56

Subconsultant A
 Subconsultant B
 Subconsultant Total

Project Total \$162.56

Survey Sheet

Beyer Drive Sidewalk Improvements

Hancock

Project Number STP-0030-00(042) LPA / 107961-701000

James J. Chliniche, PA Inc

6/28/2019

MDOT Process Description	Item	No. Sheets	Estimated Hours							Total Hours
			Project Manager	Project Engineer	CAD Technician	Instrument Man	Rodman	Clerical		
Field Review										
	Gather Property Owner Information from Tax Records;		1.0	2.0	2.0			2.0		7.0
	Establish/Verify the Primary Horizontal & Vertical Control		0.0	3.0	2.0	10.0	10.0	0.0		25.0
	Establish and Verify Approx. 3 TBM's (Temporary Benchmarks)		0.0	1.0	1.0	4.0	4.0	0.0		10.0
	Perform Topographic Survey of Main Line		1.0	1.0	0.0	12.0	12.0	2.0		28.0
	Utility Mapping - Locate Underground Utilities per MS. One Call System/Compiling Utility Drawings from Owners - Municipalities		1.0	1.0	20.0	12.0	12.0	0.0		46.0
	Generate Finalized Existing Conditions Drawing		1.0	2.0	10.0					13.0
	Quality Control		2.0	2.0						4.0
	Total Hours		6.0	12.0	35.0	38.0	38.0	4.0		133.0

Raw Labor Rates
Labor Cost

\$50.00
300.0

\$27.00
324.0

\$28.00
980.0

\$25.00
950.0

\$15.00
570.0

\$20.00
80.0

\$0.00
\$0.00

\$0.00
\$0.00

\$0.00
\$0.00

\$0.00
\$0.00

Overhead % 88.50% \$2,835.54
Fixed Fee % 12.00% \$724.74
FCCM Overhead % 0.00% \$0.00

Direct Costs: Qty. Unit Price¹
Mileage
Meals
Lodging
Postage
Supplies
Reproductions
Other

¹ See State Travel Handbook

Total Direct Costs:

Prime Total \$6,764.28

Subconsultant A
Subconsultant B
Subconsultant Total

Project Total \$6,764.28

PS&E / Advertisement
Beyer Drive Sidewalk Improvements
Hancock
Project Number STP-0030-00(042) LPA / 107961-701000
James J. Chiniche, PA Inc
6/28/2019

MDOT Process Description	Item	No.	Estimated Hours							Total Hours
		Sheets	Project Manager	Project Engineer	CAD Technician	Instrument Man	Rodman	Clerical	0	
PS&E Assembly										1.0
Right of Way Certification			0.0	1.0						1.0
Utility Certification			0.0	1.0						1.0
Encroachment Certification			0.0	1.0						1.0
Hazardous Waste Certification			0.0	1.0						1.0
Asbestos Abatement Certification			0.0	2.0						2.0
Compose Letters			0.0	2.0				1.0		3.0
Compile Forms				1.0	2.0			2.0		5.0
Print Plans				5.0				2.0		7.0
Assemble Specifications			1.0	2.0						3.0
Material Checklist			13.0	21.0				2.0		36.0
MDOT Coordination										
Advertisement								2.0		5.0
Print Plans and Specifications				1.0	2.0					2.0
Prepare Advertisement			1.0	1.0						15.0
Bidder Coordination			5.0	10.0				2.0		12.0
Receive & Evaluate Bids			2.0	8.0				4.0		9.0
Assemble Bids and Submit			1.0	4.0						5.0
Quality Control			5.0							
Total Hours			28.0	62.0	4.0			15.0		109.0

Raw Labor Rates	\$50.00	\$27.00	\$28.00	\$25.00	\$15.00	\$20.00	\$0.00	\$0.00	3,486.00
Labor Cost	1400.0	1674.0	112.0			300.0			
					Overhead	%	88.50%		\$3,085.11
					Fixed Fee	%	12.00%		\$788.53
					FCCM Overhead	%	0.00%		\$0.00

Direct Costs:	Qty.	Unit Price ¹
Mileage		
Meals		
Lodging		
Postage		
Supplies		
Reproductions		
Other		

¹ See State Travel Handbook

Total Direct Costs:

Prime Total	\$7,359.64
Subconsultant A	
Subconsultant B	
Subconsultant Total	
Project Total	\$7,359.64

City of Bay St. Louis

Beyer Drive Sidewalk Improvements

STP 0030-00(042)LPA / 107961-701000

PE Schedule

Activation	2 Months
Survey	2 Months
Design	4 Months
Environmental	1 Months
PSE	4 Months
	13 Months



City Clerk Department Report

To: City Council
From: Sissy Gonzales, Comptroller
Date: November 5, 2019
Subject: Motion to approve the purchase of two 2019 Silver Dodge Charger Police Pursuit Vehicles by the Bay St Louis Police Department and authorize Comptroller to bring back lease financing proposals for same within 30 days.

Attachments:

1. Police state oncontract pricing for patrol vehicles 2018/2019 2019/2020
2. 2019 Dodge Charger Purchase

STANDARD/OPTIONAL EQUIPMENT FORM

DESCRIPTION: FULL SIZE, SEDAN, DODGE CHARGER PPV

VENDOR: Landers Dodge

ITEM NO.: 071-05-40060-5

MAKE/MODEL Dodge Charger Police Pursuit

ENGINE: 3.6L V-6

PRICE INCLUDING TITLE FEE: \$ 21,289.00

Miles Per Gallon	
City	18
Hwy	26
Combined	21

2018-2019

Contract No: 8200042002
 Landers Dodge E-Mail: rsmart@landersmemphis.com
 315 E. Goodman Phone: 662-349-3006
 Southaven, MS 38671 Toll Free:
 Randy Smart Fax:

LIST FACTORY COLORS AVAILABLE AT NO CHARGE:

SILVER DESTROYER GREY GRANITE INDIGO BLUE MAX STEEL

OCTANE RED, PITCH BLACK, TORRED, WHITE FREE COLORS

ITEM	OPTION CODE	DEALER COST	REQ. OPTION CODE
List optional engines:			
5.7 L HEMI	29A	\$1,850	
ALL WHEEL DRIVE	AWD	\$3,100	
Transmission, 4 speed auto	INC		
Speed Control	INC		
Steering Wheel, Tilt	INC		
Air Conditioning	INC		
Braking System, Anti-Lock	INC		
Wipers, Intermittent	INC		
Carpeting	CKD	\$111	
Clock, Digital	INC		
Cooling, Aux Trans Oil	INC		
Cooling, Maximum Engine	INC		
Defroster, Rear Window	INC		
Exhaust, Dual	INC		
Tire, Conventional Spare	INC		TBW
Tire, Space Saver Spare	N/A		
Headliner, cloth	INC		
18 inch wheel covers	W8A	\$40	
H.D. Cloth w/ rear vinyl Seats	* X5	\$110	
Integrated Display Package	AV2	\$1,995	
Engine Block heater	NHK	\$90	
Entire Fleet Keyed Freq 1	GXF	\$125	
Entire Fleet Keyed Freq 2	GXA	\$125	
Entire Fleet Keyed Freq 3	GXE	\$125	
Entire Fleet Keyed Freq 4	GXG	\$125	

ITEM	OPTION CODE	DEALER COST
Mirrors, Dual	INC	
Radio, AM/FM w/CD	INC	
Restraint System, Driver's Air Bag	INC	
Restraint System, Passenger's Air Bag	INC	
Floor Mats, Front/Rear	INC	
Front Dome Light	INC	
Driver Side Spotlight Delete	LNF	-\$187
Headlamp Flasher System	INC	
P225/60R18BSW Performance Tires Firestone	TWM	V-6
P225/60R18BSW Performance Tires Goodyear	CKJ	V-8
Inoperative Rear Windows and Locks	CW6	\$67
Convenience Group 1	AHM	\$427
H.D. Vinyl Floor Covering	INC	
Passenger Side Spotlight	LNA	\$187
Upgrade to Led Spot Light	LNK	\$135
Street Appearance Group	AEB	\$335

NOTE: ALL WHEEL DRIVE COMES STANDARD WITH 5.7 L V-8 ENGINE

NOTE: ALL DODGE CHARGER PURSUIT COMES STANDARD IN 2018 WITH OFFICER PROTECTION PACKAGE.

STANDARD/OPTIONAL EQUIPMENT FORM

DESCRIPTION: Full size, Rear Wheel Drive, Sedan
 VENDOR: Landers Dodge
 ITEM NO.: 071-05-40060-5
 MAKE/MODEL charger pursuit
 ENGINE: 3.6 L V-6
 PRICE INCLUDING TITLE FEE: **\$22,325.00**

Miles Per Gallon	
City	18
Hwy	26
Combined	21

LIST FACTORY COLORS AVAILABLE AT NO CHARGE:
 WHITE BLACK SILVER, RED ,BLUE, GREY ,GRAPHITE.

2019-2020
 Contract No: 8200048074
 Landers Dodge E-Mail: RSMART@LANDERSMEMPHIS.COM
 315 E Goodman Rd Phone: 662-349-5557
 Southaven, MS 38671 Toll Free 901-606-8976
 Randall Smart Fax:

ITEM	OPTION CODE	DEALER COST	REQ. OPTION CODE
List optional engines:			
AWD (INCLUDES V-8 ENGINE)	AWD	\$3,200	
Transmission, 4 speed auto	INC		
Speed Control	INC		
Steering Wheel, Tilt/Power Windows & Locks	INC		
Air Conditioning	INC		
Braking System, Anti-Lock	INC		
Carpeting	CKD	\$ 125.00	
Clock, Digital	INC		
Tire, Conventional Spare	INC		
Hands Free Capability	INC		
Radio, AM/FM	INC		
Front License Plate Bracket	INC		
Spotlights 6' left side W/S Pillar mounted, Factory installed	INC		
TIRE CONVENTIONAL SPARE	INC		
DELETE SPARE	TBF	(\$75)	
18" WHEEL COVERS	W8A	\$50	
H.D. Cloth w/ rear vinyl Seats	*X5	\$125	
INTEGRATED DISPLAY PACKAGE	AV2	\$2,100	

ENGINE BLOCK HEATER	NHK	\$100
ENTIRE FLEET KEYED FREQ 1	GFX	\$ 135.00
ENTIRE FLEET KEYED FREQ 2	GFA	\$ 135.00
ENTIRE FLEET KEYED FREQ 3	GFE	\$ 135.00
ENTIRE FLEET KEYED FREQ 4	GFG	\$ 135.00
ENGINE BLOCK HEATER	NHK	\$ 105.00
DUAL MIRRORS	INC	
FRONT DOME LIGHT	INC	
DRIVER SIDE SPOT DELETE	LNF	\$ (187.00)
PASSENGER SIDE SPOTLIGHT	LNA	197
LED UPGRADES	LNK	\$140
CONVENIENCE GROUP	AHM	447
STREET APPEARANCE GROUP	AEB	\$355
DISABLE REAR DOOR LOCKS	CQW6	\$72

The current state contract for purchasing 2020 Dodge Chargers has been awarded to Landers Dodge in Southaven, MS. (Contract Number: 8200048074) The only available Dodge Charger with the V8 engine (same as all other Chargers in our fleet) on the new 2020 state contract is the ALL WHEEL DRIVE model at the cost of \$25,525.00. This vehicle is currently NOT being produced. The Dodge company will start manufacturing these vehicles sometime at the end of November. The vehicle will be available for purchasing sometime in 2020.

Pine Belt Chrysler Dodge Jeep Ram in Hattiesburg, MS has been awarded the 2020 state contract for other special service vehicles, but not the Dodge Charger. Richie Bearden, the representative for the dealership over contract vehicles, has two Silver Police Pursuit 2019 Dodge Charger REAR WHEEL DRIVE vehicles with the V8 leftover from the 2018-2019 contract at the cost of \$23,289.00. These are new vehicles available to us NOW without a wait time and are the same vehicles as the previously purchased Dodge Chargers in our fleet now, but in Silver. After discussing the purchase of new vehicles, the Rear Wheel Drive vehicles available to us now is a better option than waiting for the all-wheel drive option in 2020.

Motion to approve the purchase of two 2019 Silver Dodge Charger Police Pursuit Vehicles available at Pine Belt Chrysler Dodge Jeep Ram in Hattiesburg, MS, that are not currently on state contract (old contract number 8200042002) in the amount of \$21,289.00 each with the upgrades of a 5.7 V8 Hemi motor \$1,850.00, 18 inch wheel covers \$40.00, and rear vinyl seat \$110 for a total amount of \$23,289.00 each for a final total of \$46,578.00.



City Council Department Report

To: City Council
 From: Lisa Tilley, Clerk of Council
 Date: November 5, 2019
 Subject: Motion to approve the resolution authorizing the issuance of a General Obligation Bond.

Resolution of the Mayor and City Council of the City of Bay St. Louis, Mississippi Authorizing the Issuance of a General Obligation Bond of the City for Sale to the Mississippi Development Bank in a Total Aggregate Principal Amount Of Not to Exceed Six Million Five Hundred Thousand Dollars (\$6,500,000) (the “City Bond”) to Raise Money for the Purpose of the City Project (as Defined Herein); Prescribing the Form and Details of the City Bond; Providing Certain Covenants of the City In Connection with the City Bond and Directing the Preparation, Execution and Delivery Thereof; Authorizing the Sale of the City Bond To The Mississippi Development Bank; Approving The Form Of And The Execution And Delivery of a City Bond Purchase Agreement in Connection with the Sale of the City Bond; Approving the Form of and Authorizing the Distribution of a Preliminary Official Statement and the Preparation and Distribution of a Final Official Statement in Connection with the City Bond and the Not to Exceed \$6,500,000 Mississippi Development Bank Special Obligation Bonds, Series 2019 (City of Bay St. Louis, Mississippi General Obligation Bond Project) the “Bank Bonds”); Approving the Form of an Indenture of Trust for Said Bank Bonds; Authorizing and Approving the Form of and the Execution and Delivery of a Bond Purchase Agreement and Certain Other Documents in Connection with the Bank Bonds and the City Bond; and for Related Purposes

Attachments:

1. GO 2019 Bond Resolution with exhibits

There came on for consideration the matter of providing financing for various capital improvements for the City of Bay St. Louis, Mississippi (the “City”) and, after a discussion of the subject matter, Councilman _____ offered and moved the adoption of the following resolution:

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BAY ST. LOUIS, MISSISSIPPI AUTHORIZING THE ISSUANCE OF A GENERAL OBLIGATION BOND OF THE CITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK IN A TOTAL AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED SIX MILLION FIVE HUNDRED THOUSAND DOLLARS (\$6,500,000) (THE “CITY BOND”) TO RAISE MONEY FOR THE PURPOSE OF THE CITY PROJECT (AS DEFINED HEREIN); PRESCRIBING THE FORM AND DETAILS OF THE CITY BOND; PROVIDING CERTAIN COVENANTS OF THE CITY IN CONNECTION WITH THE CITY BOND AND DIRECTING THE PREPARATION, EXECUTION AND DELIVERY THEREOF; AUTHORIZING THE SALE OF THE CITY BOND TO THE MISSISSIPPI DEVELOPMENT BANK; APPROVING THE FORM OF AND THE EXECUTION AND DELIVERY OF A CITY BOND PURCHASE AGREEMENT IN CONNECTION WITH THE SALE OF THE CITY BOND; APPROVING THE FORM OF AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND THE PREPARATION AND DISTRIBUTION OF A FINAL OFFICIAL STATEMENT IN CONNECTION WITH THE CITY BOND AND THE NOT TO EXCEED \$6,500,000 MISSISSIPPI DEVELOPMENT BANK SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF BAY ST. LOUIS, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT) (THE “BANK BONDS”); APPROVING THE FORM OF AN INDENTURE OF TRUST FOR SAID BANK BONDS; AUTHORIZING AND APPROVING THE FORM OF AND THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT AND CERTAIN OTHER DOCUMENTS IN CONNECTION WITH THE BANK BONDS AND THE CITY BOND; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and City Council of the City (the “Governing Body”), acting for and on behalf of the City, is authorized by Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the “City Bond Act”), to issue general obligation bonds for the purposes of providing funds for (a) erecting municipal buildings, auditoriums, community centers, and purchasing buildings or land therefor, and for repairing, improving, adorning and equipping the same; (b) establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; (c) protecting the municipality, its streets and sidewalks from overflow, caving banks and other like dangers; (d) constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; (e) purchasing land for parks and public playgrounds, and improving, equipping and adorning the same, including the constructing, repairing and equipping of other recreational facilities; (f) constructing bridges and culverts; (g) constructing, repairing and improving wharves, docks, harbors and appurtenant facilities, and purchasing land therefor; (h) altering or changing the channels of streams and water courses to control, deflect or guide the current thereof; and, (i) for related purposes as authorized under the City Bond Act, including paying for the cost of such borrowing (collectively, the “City Project”); and

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

City Project and to secure such general obligation bond with the full faith, credit and taxing power of the City; and

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

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

WHEREAS, on August 20, 2019, the Governing Body adopted a resolution (the “Intent Resolution”) declaring its intention to either (a) issue and sell general obligation bonds of the City pursuant to the Act in an aggregate principal amount not to exceed Six Million Five Hundred Thousand Dollars (\$6,500,000), (b) issue and sell a general obligation bond of the City to the Bank pursuant to the Act in an aggregate principal amount not to exceed Six Million Five Hundred Thousand Dollars (\$6,500,000), or (c) enter into a loan with the Bank pursuant to the Act in an amount not to exceed Six Million Five Hundred Thousand Dollars (\$6,500,000), all for the purpose of providing financing for the City Project; and

WHEREAS, as required by the Intent Resolution and the Act, a copy of the Intent Resolution (the “Notice of Intent”) was published in *The Sea Coast Echo*, a newspaper having a general circulation in the City and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, on August 24 and 28 and September 4 and 11, 2019, said publication being for at least three (3) consecutive weeks, with the first publication of the Notice of Intent being made not less than twenty-one (21) days prior to September 17, 2019, and the last publication being made not more than seven (7) days prior to such date; and

WHEREAS, as of the hour of 5:00 o'clock p.m. on September 17, 2019, (a) no qualified elector of the City had filed a written protest or objection of any kind or character with the City Clerk (the “Clerk”) or any member of the Governing Body against the issuance of a general obligation bond of the City or bonds of the City for the sale thereof to the Bank or such loan from the Bank as described in the Notice of Intent pursuant to the Act, and (b) in accordance with the Notice of Intent, all persons present or represented by counsel or otherwise were given the opportunity to be heard concerning the issuance of such general obligation bond or bonds or such loan as described in the Notice of Intent pursuant to the Act and the purposes for which such borrowing is to be obtained and no protest or objection of any kind or character against such borrowing or the purposes for which it is to be obtained was presented; and

WHEREAS, after the hour of 5:00 o'clock p.m. on September 17, 2019, at the usual meeting place of the Governing Body, the Governing Body convened and adopted a resolution finding and determining that the Notice of Intent was duly published as required by law and that no written protest or other objection of any kind or character against the issuance of such general obligation bond of the City or bonds of the City for the sale thereof to the Bank or such loan from the Bank was filed by qualified electors of the City and authorizing and approving the issuance of such general obligation bond or bonds or such loan to raise money for the City Project, all in accordance with the Act; and

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

WHEREAS, after careful study and investigation by the Governing Body, it appears to be in the best interest of the citizens of the City for the City to issue its General Obligation Bond, Series 2019 in the principal amount of not to exceed Six Million Five Hundred Thousand Dollars (\$6,500,000) (the “City Bond”) and to authorize the sale of the City Bond to the Bank; and

WHEREAS, the Bank will issue its Special Obligation Bonds, Series 2019 (City of Bay St. Louis, Mississippi General Obligation Bond Project), in the aggregate principal amount of not to exceed Six Million Five Hundred Thousand Dollars (\$6,500,000) (the “Bank Bonds”) and will use a portion of the proceeds thereof to purchase the City Bond; and

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

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

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

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

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

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

WHEREAS, the Bank Bonds will be sold to Crews & Associates, Inc., as underwriter (the “Underwriter”), pursuant to the terms and provisions of a Bond Purchase Agreement, to be dated as of the date of the sale of the Bank Bonds (the “Bond Purchase Agreement”), by and among the Bank, the Underwriter and the City; and

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

- (a) the Indenture under which the Bank Bonds will be issued and by which they will be secured,
- (b) the City Bond Purchase Agreement providing for the sale of the City Bond to the Bank,
- (c) the Bond Purchase Agreement providing for the sale of the Bank Bonds to the Underwriter,
- (d) the Bank's Preliminary Official Statement (the “Preliminary Official Statement”) describing the Bank Bonds, the City Bond, the terms of the Indenture and other matters in connection with the sale and issuance of the Bank Bonds and the City Bond, and
- (e) a continuing disclosure agreement (the “Continuing Disclosure Agreement”), in connection with the Bank Bonds, between the City and the Trustee, dated the date of issuance and delivery of the Bank Bonds, in connection with the Bank Bonds; and

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

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

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

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

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

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

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

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

“Act” shall mean together the City Bond Act and the Bank Act.

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

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

“Bank” shall mean the Mississippi Development Bank.

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

“Bank Bonds” shall mean the not to exceed \$6,500,000 Mississippi Development Bank Special Obligation Bonds, Series 2019 (City of Bay St. Louis, Mississippi General Obligation Bond Project),

authorized to be issued by the Bank pursuant to the Bank Act and the terms and conditions of the Indenture.

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

“Bond Resolution” shall mean this resolution.

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

“City” shall mean the City of Bay St. Louis, Mississippi.

“City Bond” shall mean the not to exceed \$6,500,000 General Obligation Bond, Series 2019, of the City authorized and directed to be issued by this Bond Resolution.

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

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

“City Counsel” shall mean Butler Snow, LLP, Gulfport, Mississippi.

“City Project” shall mean providing funds for the purpose of (a) for (a) erecting municipal buildings, auditoriums, community centers, and purchasing buildings or land therefor, and for repairing, improving, adorning and equipping the same; (b) establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; (c) protecting the municipality, its streets and sidewalks from overflow, caving banks and other like dangers; (d) constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; (e) purchasing land for parks and public playgrounds, and improving, equipping and adorning the same, including the constructing, repairing and equipping of other recreational facilities; (f) constructing bridges and culverts; (g) constructing, repairing and improving wharves, docks, harbors and appurtenant facilities, and purchasing land therefor; (h) altering or changing the channels of streams and water courses to control, deflect or guide the current thereof; and, (i) for related purposes as authorized under the City Bond Act, including the costs of issuance of the Bank Bonds and the City Bond.

“Clerk” shall mean the Clerk of the City.

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

“Governing Body” shall mean the Mayor and City Council of the City.

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

“Mayor” shall mean the Mayor of the City.

“Municipal Advisor” shall mean Municipal Advisors of Mississippi, Inc., Gulfport, Mississippi.

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

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

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

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

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

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

“State” shall mean the State of Mississippi.

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

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

“2019 Bond Fund” shall mean the City of Bay St. Louis, Mississippi General Obligation Bond, Series 2019 Bond Fund provided for in Section 18 hereof.

“2019 Construction Fund” shall mean the City of Bay St. Louis, Mississippi General Obligation Bond, Series 2019 Construction Fund provided for in Section 19 hereof.

“Underwriter” shall mean Crews & Associates, Inc., Little Rock, Arkansas, as underwriter of the Bank Bonds.

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

SECTION 4. The Governing Body, acting for and on behalf of the City, does hereby find and declare that the sale and issuance of the City Bond pursuant to the Act in an aggregate principal amount

of not to exceed Six Million Five Hundred Thousand Dollars (\$6,500,000) is necessary and advisable and conforms to the City Act.

SECTION 5. The City Bond is hereby authorized and ordered to be prepared and issued in a principal amount of not to exceed Six Million Five Hundred Thousand Dollars (\$6,500,000) to provide financing for the City Project as authorized by the Act. The Governing Body is authorized and empowered by the provisions of the City Bond Act to issue the City Bond without an election on the question of the issuance thereof and is authorized to issue the City Bond pursuant to the Act or as may otherwise be provided by law.

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

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

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

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

(b) The City Bond shall be dated the date of its delivery; shall be issued as a fully registered bond in a single denomination equal to the principal amount thereof; shall be numbered R-1; shall bear interest from the date thereof at the rate or rates borne by the Bank Bonds (as provided in the Indenture) which rate or rates shall be reviewed by the Municipal Advisor and determined to be reasonable under then current market conditions, payable on each Interest Payment Date, subject to the limitation that the City Bond shall not bear a greater overall interest rate to maturity than eleven percent (11%) per annum; and shall mature and become due and payable in the same manner and at the same dates and times as provided for the Bank Bonds in the Indenture; provided, however, that the final maturity for the City Bond shall be no later than twenty (20) years from its date of issuance unless earlier redeemed as provided for in this Bond Resolution and the Indenture.

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

(d) A default in the due and punctual payment of any interest or principal on the City Bond or a default by the City under this Bond Resolution is an Event of Default (as defined in the Indenture) under the Indenture entitling the Trustee to exercise certain remedies under the Indenture, including, but not limited to, the acceleration of all principal and interest due and owing on the Bank Bonds outstanding. In the event the Trustee exercises such remedies under the Indenture, the principal and interest due and owing on the City Bond may be accelerated in accordance with the Indenture and the City shall cause the City Bond to be redeemed and paid in full.

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

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

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

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

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

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

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

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

SECTION 11. (a) The City hereby designates the Trustee as the Paying Agent and Transfer Agent for the City Bond. The City specifically reserves the right to hereafter designate a separate Paying Agent and Transfer Agent in its discretion, subject, however to the terms and conditions of the Indenture, and as hereinafter provided.

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

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

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

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

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

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

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

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

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

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

[CITY BOND FORM]

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

UNITED STATES OF AMERICA
STATE OF MISSISSIPPI
HANCOCK COUNTY

CITY OF BAY ST. LOUIS, MISSISSIPPI
GENERAL OBLIGATION BOND,
SERIES 2019

NO. R-1

\$ _____

*Rate of Interest**Maturity**Date of Original Issue*

*Payable
as set forth herein*

_____ 1, _____

_____, 2019

REGISTERED OWNER:

_____,
As Assignee of the Mississippi Development Bank

PRINCIPAL AMOUNT: _____ MILLION AND NO/100THS DOLLARS

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

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

Payments of principal of and interest on this City Bond shall be made by check or draft mailed to such Registered Owner at its address as such address appears on such registration records in time to reach

the Registered Owner at least Eight (5) days prior to an Interest Payment Date (as defined in the Bond Resolution, as hereinafter defined).

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

This City Bond is issued in the aggregate authorized principal amount of _____ Dollars (\$ _____) to provide funds for the purposes set forth in the Bond Resolution, including, but not limited to, (for (a) erecting municipal buildings, auditoriums, community centers, and purchasing buildings or land therefor, and for repairing, improving, adorning and equipping the same; (b) establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; (c) protecting the municipality, its streets and sidewalks from overflow, caving banks and other like dangers; (d) constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; (e) purchasing land for parks and public playgrounds, and improving, equipping and adorning the same, including the constructing, repairing and equipping of other recreational facilities; (f) constructing bridges and culverts; (g) constructing, repairing and improving wharves, docks, harbors and appurtenant facilities, and purchasing land therefor; (h) altering or changing the channels of streams and water courses to control, deflect or guide the current thereof; and, (i) for related purposes as authorized under the City Bond Act, including paying for the cost of such borrowing .

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

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

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

This City Bond shall be a general obligation of the City payable as to principal of, premium, if any, and interest out of and secured by a special tax to be levied annually by the City, without limitation as to time, rate or amount, upon all of the taxable property within the geographical boundaries of the City adequate and sufficient to provide for the payment of the principal of, premium, if any, and interest on the City Bond as the same becomes due. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of the tax which

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the City has caused this City Bond to be executed in its name by the manual or facsimile signature of the Mayor of the City, countersigned by the manual or facsimile

signature of the City Clerk of the City, under the manual or facsimile seal of the City, which said manual or facsimile signatures and seal said officials adopt as and for their own proper signatures and seal, on this the _____ day of _____, 2019.

(SEAL)

CITY OF BAY ST. LOUIS, MISSISSIPPI

By _____
Mayor

ATTEST:

City Clerk

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This City Bond is the City Bond described in the within mentioned Bond Resolution and is the General Obligation Bond, Series 2019, of the City of Bay St. Louis, Mississippi.

_____, as Transfer Agent

By _____
Authorized Signatory

Date of Registration and Authentication: _____, 2019

REGISTRATION AND VALIDATION CERTIFICATE

**STATE OF MISSISSIPPI
COUNTY OF HANCOCK**

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

(SEAL)

City Clerk

[END OF CITY BOND FORM]

SECTION 13. In case the City Bond shall become mutilated or be stolen, destroyed or lost, the City shall, if not then prohibited by law, cause to be authenticated and delivered a new City Bond of like date, number, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated City Bond, or in lieu of and in substitution for such City Bond stolen, destroyed or lost, upon the

Registered Owner's paying the reasonable expenses and charges of the City in connection therewith, and in case of a City Bond stolen, destroyed or lost, such Registered Owner's filing with the City or Transfer Agent evidence satisfactory to them that the City Bond was stolen, destroyed or lost, and of its ownership thereof, and furnishing the City or the Transfer Agent with such security and/or indemnity as may be required by law or by them to save each of them harmless from all risks, however remote.

SECTION 14. The City Bond shall be a general obligation of the City and the City hereby irrevocably pledges its full faith, credit and taxing power for the purpose of effectuating and providing for the payment of the principal of, premium, if any, and interest on the City Bond as the same shall respectively mature and accrue. There shall be levied annually by the City, without limitation as to time, rate or amount, upon all of the taxable property within the geographical boundaries of the City adequate and sufficient to provide for the payment of the principal of, premium, if any, and interest on the City Bond as the same becomes due. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of the tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to time, rate or amount; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the City on or prior to September 1 of that year has transferred money to the Series 2019 Bond Fund, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of this Bond Resolution. The avails of said tax are hereby irrevocably pledged for the payment of the principal of, premium, if any, and interest on the City Bond as the same shall mature and accrue. Should there be a failure in any year to comply with the requirements, such failure shall not impair the right of the holder of the City Bond in any subsequent year to have adequate taxes levied and collected to meet the obligations the City Bond, as to principal of, premium, if any, and interest.

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

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

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

SECTION 18. (a) The City hereby establishes the "City of Bay St. Louis, Mississippi General Obligation Bond, Series 2019 Bond Fund" (the "2019 Bond Fund") which shall be maintained with a qualified depository in its name for the payment of the principal of, premium, if any, and interest on the

City Bond, and the payment of the Agent's fees in connection therewith. There shall be deposited into the 2019 Bond Fund as and when received:

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 24. The City represents as follows:

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 30. The Indenture, in the form submitted to this meeting, is hereby made part of this Bond Resolution as though set forth in full herein and shall be, and the same hereby is, approved in substantially said form. The Mayor be, and hereby is, authorized to approve such additional changes as may be requested by the Bank. The City hereby approves and acknowledges the Indenture and the terms and provisions thereof and recognizes that many items governing the terms and conditions of the City Bond are based upon terms, limitations and conditions provided in the Indenture.

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

SECTION 32. The Bond Purchase Agreement, in the form submitted to this meeting, is hereby made part of this Bond Resolution as though set forth in full herein and shall be, and the same hereby is, approved in substantially said form. Subject to the provisions of Section 9 of this Bond Resolution, the Mayor is hereby authorized and directed to execute the Bond Purchase Agreement for and on behalf of the City, subject to the following conditions: (a) compliance by the City with the provisions of the Act regarding the issuance of the City Bond; (b) the aggregate principal amount of the Bank Bonds shall not exceed \$6,500,000; (c) the Bank Bonds will bear interest at the rates to be provided in the Indenture and the net interest cost on the Bank Bonds will not be more than 11.0% per annum; (d) approval by the City of the proposal for the sale of the Bank Bonds evidenced by the City's execution of the Bond Purchase Agreement; (e) approval by the City of the sale of the City Bond to the Bank evidenced by the City's execution of the City Bond Purchase Agreement; (f) the final maturity of the Bank Bonds does not exceed twenty (20) years; and (g) the terms and provisions of the Bank Bonds are in compliance with the Act.

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

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

SECTION 35. Copies of the documents provided for in Sections 30 through 34 of this Bond Resolution in the forms submitted to this meeting and approved in substantially said forms by this Bond Resolution are on file in the office of the Clerk.

SECTION 36. The Mayor and the Clerk are authorized and directed to execute and deliver any additional documents, agreements, instruments, requisitions and certificates, which are required in connection with the sale and issuance of the Bank Bonds and the City Bond. Notwithstanding any other provision herein or in any attachments hereto, the Governing Body further authorizes any necessary changes to the name or title or series designation of the Bank Bonds or the City Bond and corresponding changes to any of the related documents approved hereby if it is determined, after consultation with the Municipal Advisor, that it is in the best interest of the City for the Bank Bonds to be issued at a later date or in one or more tax-exempt series, as municipal bond market conditions may dictate.

SECTION 37. If the City Project or any improvements located thereon shall be damaged or destroyed (in whole or in part) at any time while any of the City Bond remains outstanding, there shall be no abatement or reduction in the amount payable by the City hereunder and under the City Bond. Also, if at any time while any Bank Bonds remain outstanding, and the whole or any part of title to, or the use of, the City Project shall be taken by condemnation there shall be no abatement or reduction in the amount payable by the City hereunder.

SECTION 38. Except as otherwise expressly provided herein, nothing in this Bond Resolution, express or implied, is intended or shall be construed to confer upon any person or firm or corporation

other than the City, the Bank and the Trustee, any right, remedy or claim, legal or equitable, under and by reason of this Bond Resolution or any of the provisions hereof or the Indenture or any provision thereof. This Bond Resolution, the Indenture and all of their provisions are intended to be and shall be for the sole and exclusive benefit of the City, the Trustee and the Bank.

SECTION 39. The Mayor is hereby authorized and directed to sign requisitions and perform such other acts as may be necessary to authorize the payment by the Trustee under the Indenture on the closing date of the Bank Bonds, the costs of issuance for the Bank Bonds and costs of issuance for the City Bond, including, but not limited to, legal, financial advisory, accounting, financial and printing expenses, any premium for bond insurance and all such other expenses, incurred in connection with the sale and issuance of the Bank Bonds and the City Bond.

SECTION 40. The Governing Body hereby approves the designation of Crews & Associates, Inc., Little Rock, Arkansas, as the Underwriter of the Bank Bonds.

SECTION 41. The Authorized Officers are authorized to execute and deliver such resolutions, agreements, certificates and other documents as are required for the sale, issuance and delivery of the City Bond. The Governing Body further authorizes Bond Counsel, City Counsel, the Underwriter and the Municipal Advisor, to prepare and distribute all necessary documents and to do all things required in order to negotiate the sale of the Bank Bonds and to effectuate the sale and issuance of the City Bond and the Bank Bonds.

SECTION 42. The Mayor and/or the Clerk are further authorized and directed to execute and deliver such additional documents and certificates which are required in connection with this Bond Resolution to provide for the sale, issuance and delivery of the City Bond and the Bank Bonds.

SECTION 43. If deemed in the best interest of the City and the marketing of the Bank Bonds by the Municipal Advisor and the Underwriter, the Mayor is hereby authorized to execute and deliver or cause the execution and delivery of a commitment for the provision of a municipal bond insurance policy (the "Policy") in connection with the sale and issuance of the Bank Bonds and any additional documents and certificates which are required by the provider thereof (the "Bond Insurer"), in order to provide credit enhancement in connection with the issuance of the Bank Bonds. Any changes, insertions and omissions as may be required by the Bond Insurer as conditions to the issuance of the Policy to the Bond Purchase Agreement, the Indenture and the Preliminary Official Statement are to be approved by the Mayor, the execution of the commitment for the Policy being conclusive evidence of such approval. The Mayor is hereby authorized and directed to execute and deliver such other documents as may be necessary or appropriate to meet the requirements of the Bond Insurer under the Policy.

SECTION 44. The Mayor is hereby authorized and directed to make all final determinations necessary in connection with the City Bond and the Bank Bonds including, but not limited to, the final principal amount of the City Bond and the Bank Bonds, the maturity schedule relating to the City Bond and the Bank Bonds, the redemption terms of the City Bond and the Bank Bonds, the dated date and payment dates of the City Bond and the Bank Bonds, the interest rate or rates to be borne by the City Bond and the Bank Bonds, and the price to be paid for the City Bond and the Bank Bonds, subject to the provisions of the Act and this Bond Resolution. If the date of the issuance and delivery of the Bank Bonds or the City Bond, or the execution and delivery of any of the documents adopted hereby occurs after December 18, 2019, then the Mayor and the Clerk are hereby fully authorized to approve all applicable and necessary changes to the documents approved hereby or otherwise and related to such change to provide for the dating of documents for the appropriate month (including the Bank Bonds and the City Bond), the execution of said documents being conclusive evidence of such approval, and no further action shall be required of the Board to approve such date changes. Notwithstanding any other

provision herein or in any attachments hereto, the Board further authorizes any necessary changes to the federal tax terms of the documents approved hereby and to the name or title or series designation of the Bank Bonds or the City Bond and corresponding changes to any of the related documents approved hereby if it is determined, after consultation with the Municipal Advisor, that it is in the best interest of the City for the Bank Bonds to be issued at a later date or in one or more taxable or tax-exempt series, as municipal bond market conditions may dictate, in order to conform to such determination.

SECTION 45. If any one or more of the provisions of this Bond Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this Bond Resolution, but this Bond Resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

SECTION 46. All resolutions and orders or parts thereof in conflict herewith are, to the extent of such conflicts, hereby repealed, and this Bond Resolution shall become effective immediately.

After being reduced to writing, the foregoing Resolution was read and considered, section by section, and then as a whole, whereupon Council Member _____ moved for its adoption, and after a second by Council Member _____, the following roll call vote was had:

Council Member Doug Seal	YEA	/	NAY
Council Member Gene Hoffman	YEA	/	NAY
Council Member Jeffrey Reed	YEA	/	NAY
Council Member Larry Smith	YEA	/	NAY
Council Member Buddy Zimmerman	YEA	/	NAY
Council Member Josh DeSalvo	YEA	/	NAY
Council Member Gary Knoblock	YEA	/	NAY

Passed by the City Council of the City of Bay Saint Louis on the 5th day of November 2019.

CERTIFICATION

I, Lisa Tilley, Clerk of Council for the City of Bay Saint Louis, Mississippi, do hereby certify that the foregoing Resolution was approved and adopted in the public meeting of the City Council held on _____, 2019 a quorum being present, in the City Council Conference Chambers and to be recorded in the Minute Books, said Council being the duly elected, qualified, and acting governing body of Bay Saint Louis, Mississippi.

Presented by me to the Mayor on this, the _____ day of November 2019.

Lisa Tilley, Clerk of Council

Approved/Disapproved, and signed by me on this, the _____ day of November 2019.

Michael J. Favre, Mayor

EXHIBIT A
Form of the Indenture

INDENTURE OF TRUST**BY AND BETWEEN****MISSISSIPPI DEVELOPMENT BANK****AND****_____ BANK,
AS TRUSTEE****DATED AS OF _____ 1, 2019****RE:****MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS, SERIES 2019
(CITY OF BAY ST. LOUIS, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)**

TABLE OF CONTENTS

	Page
ARTICLE 1	
DEFINITIONS AND RULES OF INTERPRETATION	
1.1 Definitions.....	2
1.2 Rules of Interpretation	10
ARTICLE 2	
AUTHORIZATION AND ISSUANCE OF BONDS	
2.1 Authorization and Issuance of Series 2019 Bonds	11
2.2 Purpose and Disposition of Series 2019 Bonds.....	11
2.3 General Description of the Series 2019 Bonds	12
2.4 Provisions for Issuance of Bonds.....	13
2.5 Provisions for Issuance of Refunding Bonds.....	13
2.6 Form of Bonds	14
2.7 Book-Entry Only System.....	22
2.8 Successor Securities Depository; Transfers Outside Book-Entry Only System.....	23
2.9 Payments	24
ARTICLE 3	
GENERAL TERMS AND PROVISIONS OF BONDS	
3.1 Medium, Form and Place of Payment.....	24
3.2 Legends	24
3.3 Execution	24
3.4 Authentication.....	24
3.5 Mutilated, Lost, Stolen or Destroyed Bonds.....	25
3.6 Registration, Transfer and Exchange of Bonds; Persons Treated as Owners.....	25
3.7 Destruction of Bonds	26
3.8 Nonpresentment of Bonds.....	26
3.9 Other Obligations Payable from Revenues.....	26
3.10 Temporary Bonds.....	26
3.11 Limitations on Obligations of Bank.....	27

3.12	Immunity of Officers and Directors.....	28
------	---	----

ARTICLE 4

REDEMPTION OF BONDS PRIOR TO MATURITY

4.1	Redemption and Redemption Prices and Terms for Series 2019 Bonds.	28
4.2	Redemption at the Election or Direction of the Bank.....	29
4.3	Selection of Series 2019 Bonds to be Redeemed.....	29
4.4	Redemption Payments.	29
4.5	Notice of Redemption.	29
4.6	Cancellation.	30

ARTICLE 5

GENERAL COVENANTS

5.1	Payment of Principal and Interest.....	30
5.2	Performance of Covenants; Bank	30
5.3	Instruments of Further Assurance.....	30
5.4	RESERVED.....	30
5.5	Covenants Concerning Program.	30
5.6	Possession and Inspection of City Bond.....	31
5.7	Accounts and Reports	31
5.8	Bank Covenants with Respect to City Bond.....	31
5.9	RESERVED.....	32
5.10	Monitoring Investments.....	32
5.11	RESERVED.....	32
5.12	RESERVED.....	32
5.13	Covenants Concerning Preservation of Tax Exemption.....	32

ARTICLE 6

REVENUES AND FUNDS

6.1	Source of Payment of Bonds.....	32
6.2	Creation of Funds.....	32
6.3	Deposit of Net Proceeds of Bonds.....	33
6.4	Deposit of Revenues and Other Receipts.....	33

6.5	Operation of General Account	33
6.6	Operation of the Redemption Account	34
6.7	Operation of the Purchase Account	34
6.8	RESERVED.....	34
6.9	RESERVED.....	34
6.10	Operation of Bond Issuance Expense Account.....	34
6.11	Operation of the Rebate Fund	35
6.12	Moneys to be Held in Trust	35
6.13	Amounts Remaining in Funds or Accounts	36
6.14	Certain Verifications	36

ARTICLE 7

PURCHASE OF CITY BOND

7.1	Terms and Conditions of Purchase	36
7.2	Purchases.....	36
7.3	Retention and Inspection of Documents	37
7.4	Report.....	37

ARTICLE 8

INVESTMENT OF MONEYS

8.1	General Provisions.....	37
8.2	Arbitrage Restrictions; Series 2019 Bonds to Remain Tax Exempt.....	38
8.3	Valuation of Investments	39

ARTICLE 9

DISCHARGE OF INDENTURE

ARTICLE 10

DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDHOLDERS

10.1	Defaults; Events of Default.....	41
10.2	Remedies: Rights of Bondholders	42
10.3	Rights of Bondholders to Direct Proceedings.....	43
10.4	Appointment of Receivers	43
10.5	Application of Moneys	43

10.6	Remedies Vested in the Trustee.....	45
10.7	Rights and Remedies of Bondholders.....	45
10.8	Termination of Proceedings.....	46
10.9	Waivers of Events of Default.....	46
10.10	Notice of Defaults under Section 10.1(d) or (e); Opportunity of the Bank to Cure Such Defaults.....	46

ARTICLE 11

TRUSTEE

11.1	Acceptance of the Trusts.....	47
11.2	Fees, Charges and Expenses of the Trustee.....	49
11.3	Intervention by the Trustee.....	49
11.4	Successor Trustee.....	49
11.5	Resignation by the Trustee.....	50
11.6	Removal of the Trustee.....	50
11.7	Appointment of Successor Trustee by the Bondholders; Temporary Trustee.....	50
11.8	Concerning Any Successor Trustee.....	50
11.9	Indemnification.....	51
11.10	Successor Trustee as Trustee of Funds, Paying Agent and Registrar.....	52

ARTICLE 12

SUPPLEMENTAL INDENTURES

12.1	Supplemental Indentures not Requiring Consent of Bondholders.....	52
12.2	Supplemental Indentures Requiring Consent of Bondholders.....	53

ARTICLE 13

[INSERT ANY BOND INSURANCE PROVISIONS]

ARTICLE 14

MISCELLANEOUS

14.1	Consents, Etc., of Bondholders.....	54
14.2	Limitation of Rights.....	54
14.3	Severability.....	54
14.4	Notices.....	54

14.5	Trustee as Paying Agent and Registrar	55
14.6	Payments Due on Saturdays, Sundays and Holidays.....	55
14.7	Counterparts.....	55
14.8	Receipt of Money or Revenues by Trustee.....	55
14.9	Applicable Provisions of Law.....	55
EXHIBIT A – FORM OF CITY BOND		

INDENTURE OF TRUST

This **INDENTURE OF TRUST** is dated as of December 1, 2019, by and between the **MISSISSIPPI DEVELOPMENT BANK**, a public body corporate and politic, of the State of Mississippi (the “**State**”) exercising essential public functions (the “**Bank**”), organized under the provisions of Sections 31-25-1 *et seq.* of the Mississippi Code of 1972, as amended from time to time, (the “**Bank Act**”) and _____ **BANK**, a banking association duly organized, existing and authorized to accept and execute trusts of the character herein with its principal corporate trust office in _____, as Trustee (the “**Trustee**”).

WITNESSETH:

WHEREAS, the Bank is authorized and empowered by the provisions of the Bank Act to issue bonds for the purpose of buying Securities of Local Governmental Units (all as defined in the Bank Act); and

WHEREAS, the execution and delivery of this Indenture of Trust (this “**Indenture**”) has 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 (as hereinafter defined) by the owners thereof, and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of, premium, if any, 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 (collectively, the “**Trust Estate**”), 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 (as hereinafter defined) and Accounts (as hereinafter defined) 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 City Bond (as hereinafter defined) acquired and held by the Trustee pursuant to this Indenture, all the payments thereunder, including Additional Payments as defined herein, due under the City Bond Resolution, all 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.

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

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all present and future owners of the Bonds issued under and secured by this Indenture without privilege, priority or distinction as to the lien or otherwise of any 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 1

DEFINITIONS AND RULES OF INTERPRETATION

1.1 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 Bank Act and the City Bond Act.

“Additional Payments” means such Additional Payments as required by this Indenture, which include, each and all of the following, to be paid by the City under the City Bond Resolution:

(a) all Costs of Issuance to the extent not paid from the proceeds of the Series 2019 Bonds;

(b) to or upon the order of the Trustee, upon demand, all fees of the Trustee for services rendered under the Indenture and all fees and charges of the paying agent, registrars, legal counsel, accountants, engineers, public agencies and others incurred in the performance on request of the Trustee of services required under the Indenture for which the Trustee and such other persons are entitled to payment or reimbursement; provided that after payment in full thereof the City may, without creating a default hereunder, contest in good faith the necessity or reasonableness of any such services, fees or expenses other than the Trustee's fees for ordinary services as set forth in the Indenture, paying agency fees and any fees or charges of public agencies;

(c) to the Bank and the Trustee, all other reasonable expenses incurred by the Bank and the Trustee in relation to the Construction Project under the City Bond Resolution which are not otherwise required to be paid by the City under the terms of the City Bond Resolution and all indemnity payments required to be made under Section 11.9 hereof; and

(d) any and all out-of-pocket costs and expenses (including, without limitation, the reasonable fees and expenses of any counsel, accountants, appraisers or other professionals) incurred by the Trustee or the Bank at any time, in connection with (i) the preparation, negotiation and execution of this Indenture, the City Bond, the City Bond Resolution and all other Related Documents, any amendment of or modification of this Indenture, the City Bond, the City Bond Resolution or the other Related Documents (including in connection with any sale, transfer, or attempted sale or transfer of any interest herein to a participant or assignee); (ii) any litigation, contest, dispute, suit, proceeding or action, whether instituted by the Bank, the Trustee, the City or any other person in any way relating to the Construction Project, the City Bond, the City Bond Resolution, the other Related Documents, or the City's affairs; (iii) any attempt to enforce any rights of the Trustee or the Bank against the City or any other person which may be obligated to the Trustee and/or Bank by virtue of the City Bond, the City Bond Resolution, the other Related Documents or any other Construction Project related document; (iv) any action to protect, collect, sell, liquidate or otherwise dispose of the Construction Project; and (v) performing any of the obligations relating to or payment of any obligations of the City hereunder in accordance with the terms hereof or any other Bond Document.

“Arbitrage Rebate Agreement” means the Tax Regulatory Agreement and Arbitrage Certificate among the Bank and the City, dated December 1, 2019, in connection with the Series 2019 Bonds.

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

“Bank” 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 Sections 31-25-1 *et seq.* of the Mississippi Code of 1972, as amended or supplemented from time to time.

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

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

“Bond Counsel” means an attorney or firm of attorneys approved by the City and the Bank nationally recognized in the area of municipal law and matters relating to the exclusion of interest on state and local government bonds from gross income under federal tax law, including particularly compliance with Section 148(f) of the Code. Butler Snow LLP, Gulfport, Mississippi, is serving as Bond Counsel in connection with the sale and issuance of the Series 2019 Bonds.

“Bond Insurance Policy” means the Municipal Bond Insurance Policy issued by the Bond Insurer that guarantees the scheduled payment of principal and interest on the Series 2019 Bonds when due.

“Bond Insurer” or **“Insurer”** means _____, or any successor thereto.

“Bond Issuance Expense Account” means the account by that name created by Section 6.2 hereof.

“Bond Purchase Agreement” means that certain Bond Purchase Agreement, dated December 1, 2019, by and among the Bank, the Underwriter and the City in connection with the issuance and sale of the Series 2019 Bonds.

“Bond Register” means the registration records of the Bank kept by the Trustee to evidence the registration and transfer of the 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 2019 Bonds and any Refunding Bonds issued pursuant to this Indenture.

“Business Day” means any day, other than a Saturday or Sunday, on which the Trustee or the City Hall of the City is not closed and on which the payment system of the Federal Reserve System, is operational.

“City” shall mean the City of Bay St. Louis, Mississippi, a “local governmental unit” under the Bank Act.

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

“City Bond Act” means the provisions of Sections 21-33-301 *et seq.* of the Mississippi Code of 1972, as amended or supplemented from time to time.

“City Bond Interest Payment” means that portion of a City Bond Payment, which represents the interest due or to become due on City Bond held by the Trustee pursuant to this Indenture.

“City Bond Payment” means the amounts paid or required to be paid from time to time, for principal, premium, if any, and interest on the City Bond held by the Trustee pursuant to this Indenture.

“City Bond Principal Payment” means that portion of a City Bond Payment, which represents the principal due or to become due on the City Bond held by the Trustee pursuant to this Indenture.

“City Bond Purchase Agreement” means that certain City Bond Purchase Agreement, dated December 1, 2019, by and between the City and the Bank in connection with the issuance and sale of the City Bond.

“City Bond Resolution” means that certain Bond Resolution adopted by the City on November 5, 2019, in connection with the issuance of the City Bond.

“Code” means the Internal Revenue Code of 1986 in effect on the date of issuance of the Series 2019 Bonds, and the applicable regulations or rulings promulgated or proposed thereunder, and any successor thereto.

“Construction Project” means (a) erecting municipal buildings, auditoriums, community centers, and purchasing buildings or land therefor, and for repairing, improving, adorning and equipping the same; (b) establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; (c) protecting the municipality, its streets and sidewalks from overflow, caving banks and other like dangers; (d) constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; (e) purchasing land for parks and public playgrounds, and improving, equipping and adorning the same, including the constructing, repairing and equipping of other recreational facilities; (f) constructing bridges and culverts; (g) constructing, repairing and improving wharves, docks, harbors and appurtenant facilities, and purchasing land therefor; (h) altering or changing the channels of streams and water courses to control, deflect or guide the

current thereof; and, (i) for related purposes as authorized under the City Bond Act, including paying for the cost of such borrowing.

“Costs of Issuance” shall mean items of expense payable or reimbursable by or indirectly by the Bank and related to the authorization, sale, validation and issuance of the Bonds and the purchase and validation of the City Bond, which items of expense shall include, but not be limited to, printing costs, costs of reproducing documents, filing and recording fees, initial fees and charges of the Trustee, legal fees and charges, professional consultants' fees, financial advisor fees and expenses, 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 or firm of attorneys 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, New York, New York.

“DTC participants” shall have the meaning ascribed thereto in Section 2.7 herein.

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

“Event of Default” means any occurrence or event specified in Section 10.1 hereof.

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

“Fiscal Year” means the Bank's fiscal year being the twelve month period from July 1 through the following June 30 or such other 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 6.2 hereof.

“General Fund” means the fund by that name created by Section 6.2 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 successor thereto), Federal Financing Bank, Federal Housing Administration, Maritime Administration, Small Business Administration, which obligations include but are not limited to certificates or receipts representing direct ownership of future interest or principal payments on

obligations described in clause (a) or in this clause (b) and which are held by a custodian in safekeeping on behalf of the holders of such receipts; and (c) obligations of any state of the United States of America or any political subdivision thereof, the full payment of principal of, premium, if any, and interest on which (i) is fully and unconditionally guaranteed or insured by the United States of America, or (ii) is provided for by an irrevocable deposit of the securities described in clause (i) to the extent such investments are permitted by law.

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

“Insured Obligations” shall mean the Series 2019 Bonds.

“Interest Payment Date” means any date on which interest is payable on the Bonds, and for the Series 2019 Bonds, ____ 1 and ____ 1, commencing ____ 1, 20__.

“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.

“Local Governmental Unit” means (i) any county, municipality, utility district, regional solid waste authority, county cooperative service district or political subdivision of the State, (ii) the State or any agency thereof, (iii) the institutions of higher learning of the State, (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, through programs of purchasing the bonds, notes or evidences of indebtedness of such local governmental units under agreements between such local governmental units and the Bank.

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

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

<u>Bank:</u>	Mississippi Development Bank 735 Riverside Drive, Suite 300 Jackson, MS 39202 Attention: Executive Director
<u>Trustee:</u>	_____ Bank _____, MS 392__ Attention: Corporate Trust Department
<u>Underwriter:</u>	Crews & Associates, Inc.

First Security Center
 521 President Clinton Avenue, Suite 800
 Little Rock, AR 72201
 Attention: Public Finance

City: City of Bay St. Louis, Mississippi
 688 Highway 90
 Bay St. Louis, MS 39520
 Attention: Mayor

Bond Insurer:

Re: Policy No. _____

In each case in which notice or other communication refers to an Event of Default with regard to the Bond Insurer, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel and shall be marked to indicate “URGENT MATERIAL ENCLOSED.”

“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.

“Outstanding” or “Bonds Outstanding” or “Outstanding Bonds” 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 3.5, 3.6 or 3.10 hereof.

“Paying Agent” means the Trustee or any successor thereto, acting as the Paying Agent under the City Bond Resolution.

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

“Principal Payment Date” means the maturity date or the mandatory sinking fund redemption date of any Bond.

“Program” means the program for purchasing the City Bond by the Bank pursuant to the Bank Act.

“Program Expenses” means all of the fees and expenses of the Trustee relating to the Bonds or City Bond 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 financing for (a) the purchase of the City Bond, to finance the Construction Project; (b) paying capitalized interest, if any, and (c) paying the Costs of Issuance for the City Bond and the Series 2019 Bonds.

“Purchase Account” means the account by that name created by Section 6.2 hereof.

“Rebate Fund” means the fund by that name created by Section 6.2 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 6.2 hereof.

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

“Refunding Bonds” means Bonds issued pursuant to Sections 2.4 and 2.5 hereof and any Supplemental Indenture.

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

“Related Documents” shall mean this Indenture, the City Bond Resolution, the Bond Purchase Agreement and the City Bond Purchase Agreement.

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

“S&P” means 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, “S&P” shall be deemed to refer to any other nationally recognized securities rating agency designated by the City (with the approval of the Bank), by written notice to the Trustee.

“Secretary” means the Secretary or the Assistant Secretary of the Bank.

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

“Series 2019 Bonds” means \$_____ Mississippi Development Bank Special Obligation Bonds, Series 2019 (City of Bay St. Louis, Mississippi General Obligation Bond Project) issued pursuant to Section 2.1 of this Indenture.

“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.

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

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

“Underwriter” means Crews & Associates, Inc., Little Rock, Arkansas.

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

(a) “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.

(b) 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.

(c) 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.

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

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

(f) 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 2

AUTHORIZATION AND ISSUANCE OF BONDS

2.1 Authorization and Issuance of Series 2019 Bonds. Bonds of the Bank to be known and designated as “Mississippi Development Bank Special Obligation Bonds, Series 2019 (City of Bay St. Louis, Mississippi General Obligation Bond Project),” are hereby authorized to be issued. The aggregate principal amount of Series 2019 Bonds that may be issued, authenticated and Outstanding hereunder is Five Million Four Hundred Thousand Dollars (\$_____).

There is hereby created by this Indenture, in the manner and to the extent provided herein, a continuing pledge and lien to secure the full and final payment of the principal or Redemption Price of and interest on all of the Series 2019 Bonds issued pursuant to this Indenture. The Series 2019 Bonds shall be payable solely from the Revenues. The State shall not be liable on the Series 2019 Bonds and the Series 2019 Bonds shall not be a debt, liability, pledge of the faith or loan of the credit or moral obligation of the State. The Series 2019 Bonds shall contain on the face thereof a statement to the effect that the Bank is obligated to pay the principal of the Series 2019 Bonds, 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 2019 Bonds. In the Act, the State has pledged to and agreed with the holders of any Series 2019 Bonds that the State will not limit or alter the rights hereby vested in the Bank to fulfill the terms of any agreements made with the said Bondholders or in any way impair the rights and remedies of such holders until such Series 2019 Bonds, together with the interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of such holders of Series 2019 Bonds, are fully met and discharged. All Series 2019 Bonds shall mature on or before ____ 1, 20__.

2.2 Purpose and Disposition of Series 2019 Bonds.

The purpose for issuing the Series 2019 Bonds is (a) to fund the Purchase Account, in order to provide funds for the purchase of the City Bond (which amounts are to provide financing funds for the Construction Project), (b) to pay capitalized interest, if any, on the Series 2019 Bonds, and (c) to fund the Bond Issuance Expense Account of the General Fund to pay Costs of Issuance. Upon the delivery of the Series 2019 Bonds and receipt of the net proceeds therefor, the Bank shall deliver to the Trustee proceeds of the Series 2019 Bonds in the amount of \$_____ (\$_____ par amount of the Series 2019 Bonds, plus a net original issue premium of \$_____, less the bond insurance premium of \$_____ ¹ and less the Underwriter's discount of \$_____) for deposit (i) into the Bond Issuance Expense Account of the General Fund,

¹ Funds wired directly to _____ by the Underwriter.

the sum of \$_____ to pay Costs of Issuance; (ii) into the Capitalized Interest Account of the General Fund, the sum of \$_____ to pay capitalized interest, if any; and (iii) into the Purchase Account, \$_____ of the net proceeds to be distributed to the City as provided in the City Bond Purchase Agreement.

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

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

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

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

**YEAR OF
MATURITY**

**PRINCIPAL
AMOUNT**

**INTEREST
RATE**

2.4 Provisions for Issuance of Bonds. The 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 or as directed by the Underwriter through the facilities of DTC, 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:

(a) A copy, duly certified by an Authorized Officer, of the resolution or resolutions adopted by the Board of Directors of the Bank authorizing the execution and delivery of this Indenture and all other instruments contemplated thereby and the authorization, issuance, sale and delivery of the Series 2019 Bonds;

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

(c) Original executed counterparts of the Related Documents;

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

(e) A request and authorization to the Trustee by or on behalf of the Bank and signed by an Authorized Officer to authenticate and deliver the Series 2019 Bonds to the Underwriter and specifying the amounts to be deposited in the accounts of the General Fund pursuant to Section 2.2 hereof;

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

(g) Evidence of issuance by the Bond Insurer of the Bond Insurance Policy;
and

(h) Such further documents, moneys and securities as are required by the provisions of this Section 2.4 or Article VII hereof.

2.5 Provisions for Issuance of Refunding Bonds.

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

(b) Refunding Bonds may be authenticated and delivered only upon receipt by the Trustee (in addition to the receipt by the Trustee of the documents required by Section 2.5 hereof) of:

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

(ii) Irrevocable instructions to the Trustee, satisfactory to it, to give due notice provided for in Section 4.5 hereof to the owners of the Series 2019 Bonds being refunded (which may be a conditional notice of redemption); and

(iii) Either (A) monies in an amount sufficient to effect timely payment at the Redemption Price or principal payment amount of the Series 2019 Bonds to be refunded or paid, respectively, together with accrued interest on such Series 2019 Bonds to the redemption or maturity date and all necessary and appropriate fees and expenses of the Trustee, which monies shall be held by the Trustee or an escrow agent approved by the Bank in a separate account irrevocably in trust for and assigned to the respective owners of the Series 2019 Bonds to be refunded or paid, or (B) Governmental Obligations in such principal amounts, of such maturities, bearing such interest, and otherwise having such terms and qualifications, as shall be necessary to comply with the provisions of Article IX which Governmental Obligations shall be held in trust and used only as provided in said Article.

2.6 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 or any Supplemental Indenture, as applicable:

(FORM OF SERIES 2019 BOND)

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

UNITED STATES OF AMERICA
STATE OF MISSISSIPPI
MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BOND, SERIES 2019
(CITY OF BAY ST. LOUIS, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)
NO. _____ \$ _____

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Date</u>	<u>Date of Authentication</u>	<u>CUSIP</u>
% _____	_____, 20__	_____, 2019	_____, 2019	

Registered Owner: CEDE & CO.

Principal Amount: _____ DOLLARS

Mississippi Development Bank, a body corporate and politic, exercising essential public functions ("Bank"), organized under the laws of the State of Mississippi (the "State"), for value received, hereby promises to pay to the Registered Owner specified above, or registered assigns, upon surrender hereof, the principal amount stated above in lawful money of the United States of America but solely from the sources referred to herein and not otherwise, on the Maturity Date specified above, unless this Series 2019 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 interest has been paid as of the date of authentication of this Series 2019 Bond (unless this Series 2019 Bond is authenticated on or before ____ 1, 20__, then from _____, 2019, or unless this Series 2019 Bond is authenticated after ____ 1, 20__ and on or before the next succeeding interest payment date, then from such interest payment date or unless payment of the interest on this Bond is in default, then from such date when interest has been paid in full) at the Interest Rate per annum stated above, payable on each ____ 1 and ____ 1, commencing ____ 1, 20__, until payment of such principal amount shall have been made upon redemption or at maturity. The principal of this Series 2019

Bond is payable at the principal corporate trust office of _____ Bank, _____, Mississippi, as trustee (the “**Trustee**”), 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 prior to 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 2019 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 2019 Bond and the other Series 2019 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 City Bond (as hereinafter defined) purchased by the Bank. The Bank has no taxing power. This Series 2019 Bond and the other Series 2019 Bonds, both as to principal and interest, constitutes neither a debt, liability or loan of the credit of the State or any political subdivision thereof under the constitution or statutes of the State nor a pledge of the faith and credit, the taxing power or moral obligation of the State or any political subdivision thereof; provided, however, that the City Bond is a general obligation of the City. The issuance of the Series 2019 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 2019 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 2019 Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Bank. No breach by the Bank of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State or any agent, employee, attorney or member of the State or of the Bank, or any charge upon their general credit or upon the taxing power of the State. In the Act, the State has pledged and agreed with the holders of any Series 2019 Bonds that the State will not limit or alter the rights hereby vested in the Bank to fulfill the terms of any agreements made with the said Bondholders or in any way impair the rights and remedies of such holders until such Series 2019 Bonds, together with the interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of such holders of Series 2019 Bonds, are fully met and discharged.

This Series 2019 Bond is one of an authorized issue of bonds of the Bank known as Mississippi Development Bank Special Obligation Bonds, Series 2019 (City of Bay St. Louis, Mississippi General Obligation Bond Project) (“**Series 2019 Bonds**”) issued under and secured

by an Indenture of Trust dated as of _____, 2019 (“**Indenture**”), duly executed and delivered by the Bank to _____ Bank, _____, _____, as Trustee (“**Trustee**”). The Series 2019 Bonds are limited in aggregate principal amount to _____ Million _____ Hundred Thousand Dollars (\$_____). The Series 2019 Bonds are issued pursuant to Sections 31-25-1 et seq., Mississippi Code of 1972, as amended (“**Bank Act**”) and Sections 21-33-301 et seq., Mississippi Code of 1972, as amended (the “**City Bond Act**” and together with the Bank Act, the “**Act**”), to provide funds to (a) purchase the City Bond to provide funds for the financing of the Construction Project (as hereinafter defined), (b) pay capitalized interest, if any, and (c) pay costs of issuing the Series 2019 Bonds and the City Bond. The City is Bay St. Louis, Mississippi and the City Bond is the City of Bay St. Louis, Mississippi General Obligation Bond, Series 2019 in the aggregate principal amount of \$_____.00. The City Bond is a general obligation of the City secured and described in that certain Bond Resolution, adopted by the Mayor and Board of Aldermen of the City on November 5, 2019 (the “**City Bond Resolution**”). The proceeds received by the City from the sale of the City Bond to the Bank will be used by the City for the purpose of providing funds for (a) erecting municipal buildings, auditoriums, community centers, and purchasing buildings or land therefor, and for repairing, improving, adorning and equipping the same; (b) establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; (c) protecting the municipality, its streets and sidewalks from overflow, caving banks and other like dangers; (d) constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; (e) purchasing land for parks and public playgrounds, and improving, equipping and adorning the same, including the constructing, repairing and equipping of other recreational facilities; (f) constructing bridges and culverts; (g) constructing, repairing and improving wharves, docks, harbors and appurtenant facilities, and purchasing land therefor; (h) altering or changing the channels of streams and water courses to control, deflect or guide the current thereof; and, (i) for related purposes as authorized under the City Bond Act, including paying for the cost of such borrowing.

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

In the City Bond Resolution, the City covenants to levy a direct, continuing special tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of premium, if any, and the interest on the City Bond and any additional obligations of the City under the City Bond Resolution; provided, however, that such tax levy for any year shall be abated pro-tanto to the extent the City on or prior to September 1 of that year has transferred money to the bond fund established for the City Bond, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the City Bond Resolution. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of tax which shall be so extended shall be sufficient in each

year fully to produce the sums required as aforesaid, without limitation as to time, rate or amount. The avails of said tax are irrevocably pledged in the City Bond Resolution for the payment of the principal of, premium, if any, and interest on the City Bond and any additional obligations of the City as aforesaid as the same shall respectively mature and accrue.

The Series 2019 Bonds are all equally and ratably secured by and entitled to the protection of the Indenture on a parity one with another (collectively, the “**Bonds**”). To secure payment of principal of and interest on all Bonds and performance of all other covenants of the Bank under the Indenture, the Bank, pursuant to the Indenture, has assigned and pledged to the Trustee, and has granted to the Trustee a security interest in, the Trust Estate (as defined in the Indenture), including all 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 Bonds, the terms and conditions upon which the Series 2019 Bonds are issued and the terms and conditions upon which the Series 2019 Bonds will be paid at or prior to 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 2019 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 2019 Bond. This Series 2019 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 2019 Bond or Series 2019 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 2019 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 2019 Bonds may be exchanged for a like aggregate principal amount of Series 2019 Bonds of the same maturity of authorized denominations.

(a) *Optional Redemption.* In accordance with the Indenture and the City Bond Resolution, the Bonds (or any portions thereof in integral multiples of \$5,000 each) maturing on or after ____ 1, 20__, are subject to redemption in whole or in part, in principal amounts and maturities selected by the Bank on any date on or after ____ 1, 20__, at par, plus accrued interest to the date of redemption.

(b) *Mandatory Sinking Fund Redemption.*

The Bonds are subject to mandatory sinking fund redemption as follows:

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

	\$____
Bonds Maturing ____ 1, 20__	
<u>Year</u>	<u>Principal Amount</u>

*

*Final Maturity

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

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

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

The Registered Owner of this Series 2019 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 2019 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 2019 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 2019 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, premium, if any, and interest on the Series 2019 Bonds, as the same become due, are designed to be sufficient in amount for that purpose.

This Series 2019 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.

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

IN WITNESS WHEREOF, the Mississippi Development Bank has caused this Series 2019 Bond to be executed in its name and on its behalf by the manual or facsimile signature of its Executive Director and a manual or facsimile seal of its official seal to be hereunto impressed or imprinted hereon by any means and attested by the manual signature of its Secretary.

MISSISSIPPI DEVELOPMENT BANK

By: _____
Executive Director

ATTEST:

By: _____
Secretary
(SEAL)

[FORM OF CERTIFICATE OF AUTHENTICATION]

CERTIFICATE OF AUTHENTICATION

This Series 2019 Bond is one of the Series 2019 Bonds issued and delivered pursuant to the provisions of the within mentioned Indenture.

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

By: _____
Authorized Signatory

Date of Authentication: _____, 2019

[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 2019 Bond has been validated and confirmed by Decree of the Chancery Court of the First Judicial District of Hinds County, Mississippi, rendered on the ____ day of _____, 2019.

Secretary

(SEAL)

[FORM OF ASSIGNMENT]**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 2019 Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, Attorney, to transfer the within Series 2019 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 2019 Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

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

BY: _____
 Authorized Officer

[STATEMENT OF INSURANCE]

_____ (“___”), has delivered its municipal bond insurance policy (the “**Policy**”) with respect to the scheduled payments due of principal of and interest on this Bond to _____ Bank, _____, Mississippi, or its successor, as trustee for the Bonds (the “**Trustee**”). Said Policy is on file and available for

[END OF SERIES 2019 BOND FORM]

2.7 Book-Entry Only System. The Series 2019 Bonds shall be initially issued in the form of a separate single fully registered Series 2019 Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Series 2019 Bond shall be registered in the

Bond Register in the name of Cede & Co., as nominee of DTC, and except as provided in Section 2.8 hereof, all of the outstanding Series 2019 Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC. With respect to Series 2019 Bonds registered in the Bond Register in the name of Cede & Co., as nominee of DTC, the Bank and the Trustee shall have no responsibility or obligation to any participant for whom DTC is a security depository nominee ("**DTC Participants**") or to any person on behalf of whom such a DTC Participant holds an interest in the Series 2019 Bonds. Without limiting the immediately preceding sentence, the Bank and the Trustee shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Series 2019 Bonds, (b) the delivery to any DTC Participant or any other person, other than a Bondholder, as shown in the Bond Register, of any notice with respect to the Series 2019 Bonds, or (c) the payment to any DTC Participant or any other person, other than a Bondholder, as shown in the Bond Register, of any amount with respect to principal of, premium, if any, or interest on, the Series 2019 Bonds. Notwithstanding any other provision of this Indenture to the contrary, the Bank, the Trustee and each paying agent, if any, shall be entitled to treat and consider the person in whose name each Series 2019 Bond is registered in the Bond Register as the absolute owner of such Series 2019 Bond for the purpose of payment of principal, premium, if any, and interest with respect to such Series 2019 Bond, for the purpose of giving notices and other matters with respect to such Series 2019 Bond, for the purpose of registering transfers with respect to such Series 2019 Bond, and for all other purposes whatsoever. The Trustee and each paying agent, if any, shall pay all principal of, premium, if any, and interest on the Series 2019 Bonds only to or upon the order of the respective Bondholders, as shown in the Bond Register as provided in this Indenture, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Bank's obligations with respect to payment of principal of, premium, if any, and interest on the Series 2019 Bonds to the extent of the sum or sums so paid. No person other than a Bondholder, as shown in the Bond Register, shall receive a Series 2019 Bond certificate evidencing the obligation of the Bank to make payments of principal, premium, if any, and interest pursuant to this Indenture. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks or drafts being mailed to the Registered Owner at the close of business on the Record Date, the words "Cede & Co." in this Indenture shall refer to such new nominees of DTC; and upon receipt of such a notice the Trustee shall promptly deliver a copy of the same to each paying agent, if any

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

Series 2019 Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Bondholders transferring or exchanging Series 2019 Bonds shall designate, in accordance with the provisions of this Indenture.

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

ARTICLE 3

GENERAL TERMS AND PROVISIONS OF BONDS

3.1 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 by such other method as is acceptable to the Trustee and the Bondholder upon written election of such Bondholder at least one Business Day prior to the applicable Record Date. Principal shall be payable at the Principal Office of the Trustee upon presentation of the Bonds to be paid.

3.2 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.

3.3 Execution. The Bonds shall be executed on behalf of the Bank with the manual or facsimile signature of its Authorized Officer and shall have impressed or imprinted thereon, by facsimile or otherwise, the official seal of the Bank, which seal shall be attested by the manual or facsimile signature of the Secretary 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.

3.4 Authentication. No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Indenture unless and until a certificate of authentication on

such Bond shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture.

The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by 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.

3.5 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 Bond; 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. The Trustee may charge the owner of such Bond its reasonable fees and expenses in connection with replacing any Bond mutilated, lost, stolen or destroyed. Any Bond issued pursuant to this Section 3.5 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.

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

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

The Trustee shall not be required (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 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.

3.7 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 3.5 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.

3.8 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 Registered Owner thereof, all liability of the Bank to the Registered 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 Registered Owner of such Bond, without liability for interest thereon to such Registered Owner, who shall thereafter be restricted exclusively to such funds, for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond.

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

3.9 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.

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 3.3 hereof, 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 3.6 hereof, 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.

3.11 Limitations on Obligations of Bank. The Bonds, together with interest thereon, shall be limited obligations of the Bank and payable solely from the Revenues and shall be a valid claim of the respective owners thereof only against the Funds and Accounts, other than the Rebate Fund and any Accounts created thereunder, established hereunder and the City Bond acquired by the Trustee, all of which are hereby assigned and pledged hereunder for the equal and ratable payment of the Bonds and shall be used for no other purpose than the payment of the Bonds, except as may be otherwise expressly authorized in this Indenture. The Bonds do not constitute a debt or liability or moral obligation of the State or of any political subdivision thereof under the constitution of the State or a pledge of the faith and credit or taxing power of the State or any political subdivision thereof, but shall be payable solely from the Revenues and funds pledged therefor in accordance with this Indenture including, without limitation, the avails of the full faith and credit of the City derived or to be derived from payments made in respect of the City Bond pursuant to the City Bond Resolution. 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; provided, however, that the City Bond is a general obligation of the City. Neither the State nor any agent, attorney, member or employee of the State or of the Bank, shall in any event be liable for the payment of the principal of, and premium, if any, or interest on the Bonds or damages, if any, for the nonperformance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Bank. No breach by the Bank of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State or any of the State's or the Bank's agents, members, attorneys, and employees or

any charge upon the general credit of the State or a charge against the taxing power of the State or any political subdivision thereof (except the City). In the Act, the State has pledged and agreed with the holders of any Bonds that the State will not limit or alter the rights hereby vested in the Bank to fulfill the terms of any agreements made with the said Bondholders or in any way impair the rights and remedies of such holders until such Bonds, together with the interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of such holders of Bonds are fully met and discharged.

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 4

REDEMPTION OF BONDS PRIOR TO MATURITY

4.1 Redemption and Redemption Prices and Terms for Series 2019 Bonds.

If the City directs the Bank to redeem the Series 2019 Bonds pursuant to Section 3 of the City Bond Resolution, the Bank agrees to accept redemption and redeem the Series 2019 Bonds in the following instance:

(a) Optional Redemption. The Bonds (or any portions thereof in integral multiples of \$5,000 each) maturing on or after ____ 1, 20__, are subject to redemption in whole or in part, in principal amounts and maturities selected by the Bank on any date on or after ____ 1, 20__, at par, plus accrued interest to the date of redemption.

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

(b) Mandatory Sinking Fund Redemption. The Bonds are subject to mandatory sinking fund redemption as follows:

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

\$ _____
 Bonds Maturing _____ 1, 20____
Year Principal Amount

*

*Final Maturity

4.2 Redemption at the Election or Direction of the Bank. In the case of the redemption of any Series 2019 Bonds, the Bank shall give written notice to the Trustee of its direction so to redeem, of the redemption date, of the principal amounts of the Series 2019 Bonds of each maturity to be redeemed (which maturities and principal amounts thereof to be redeemed shall be determined by the Bank at the direction of the City, subject to any limitations with respect thereto contained in the Act or this Indenture) and of the monies to be applied to the payment of the Redemption Price. Such notice shall be given at least forty-five (45) days prior to the redemption date or such shorter period as shall be acceptable to the Trustee and may be conditioned upon receipt of sufficient funds to redeem the Series 2019 Bonds called for redemption on the redemption date. The Bank shall pay to the Trustee an amount in cash which, in addition to other monies, if any, available therefor and held by the Trustee, will be sufficient to redeem, on the redemption date at the Redemption Price thereof together with interest accrued to the redemption date, all of the Series 2019 Bonds to be redeemed.

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

4.4 Redemption Payments. The Trustee is hereby authorized and directed to apply funds deposited with the Trustee by the Bank in an amount sufficient to pay the Redemption Price of the Series 2019 Bonds or portions thereof called, together with accrued interest thereon to the redemption date. If proper notice of redemption by mailing has been given as provided in Section 4.5 hereof and sufficient funds for redemption shall be on deposit with the Trustee as aforesaid, interest on the Series 2019 Bonds or portions thereof thus called shall no longer accrue after the date fixed for redemption. No payment shall be made by the Trustee upon any Series 2019 Bond or portion thereof called for redemption until such Series 2019 Bond or portion thereof shall have been delivered for payment or cancellation or the Trustee shall have received the items required by Section 3.5 hereof with respect to any mutilated, lost, stolen or destroyed Series 2019 Bond.

4.5 Notice of Redemption. Notice of the call for any optional redemption, identifying the Series 2019 Bonds (or any portions thereof in integral multiples of \$5,000 each) to be redeemed (which may be a conditional notice of redemption), shall be given by the Trustee

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

4.6 Cancellation. All Series 2019 Bonds which have been redeemed shall not be reissued but shall be canceled and destroyed by the Trustee in accordance with Section 3.7 hereof.

ARTICLE 5

GENERAL COVENANTS

5.1 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.

5.2 Performance of Covenants; Bank. The Bank covenants and agrees that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, 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.

5.3 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.

5.4 RESERVED.

5.5 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 (i) do all such acts and things as shall be necessary to receive and collect Revenues (including enforcement of the prompt collection of all arrears on the City Bond), and (ii) diligently enforce, and take all steps, actions and proceedings reasonably necessary in the judgment of the Bank to protect its rights with respect to or to maintain any insurance on the City Bond and to enforce all terms, covenants and conditions of the City Bond including the collection, custody and prompt application of all payments and deposits required by the terms of the City Bond for the purposes for which they were made.

(b) Whenever necessary in order to provide for the payment of debt service on the Bonds, the Bank shall commence appropriate remedies with respect to the City Bond which is in default.

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

5.7 Accounts and Reports. The Bank covenants and agrees to keep proper records and accounts (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Program, the City Bond and the Funds and Accounts 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 Beneficial 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, if requested, to provide to the Bank prior to the twentieth day of the month following the end of each six-month period, commencing with the period ending ___ 1, 20___, a statement of the amount on deposit in each Fund and Account as of the first day of that month and of the total deposits to and withdrawals from each Fund and Account during the preceding six-month period.

The reports, statements and other documents required to be furnished to or by the Trustee pursuant to any provision of this Indenture shall be provided to the Beneficial Owners of an aggregate of not less than five percent (5%) in principal amount of the 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.

5.8 Bank Covenants with Respect to City Bond.

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

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

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

5.9 RESERVED.

5.10 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.

5.11 RESERVED.

5.12 RESERVED.

5.13 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 2019 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 compliance by the Bank with the memorandum of compliance will not adversely affect the exclusion of interest on the Series 2019 Bonds from gross income of the holders thereof for federal income tax purposes.

ARTICLE 6

REVENUES AND FUNDS

6.1 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.

6.2 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; and (b) the Rebate Fund. There is hereby created and established in the General Fund a "General Account," "Bond Issuance Expense Account," "Capitalized Interest Account," "Redemption Account," and "Purchase Account." Upon the written request of the Bank, the Trustee shall establish and maintain hereunder such additional Funds, Accounts or subaccounts as the Bank may specify from time to time to the extent that in the judgment of the Trustee the establishment of such Fund or Account is not to the material prejudice of the Trustee or the Bondholders.

6.3 Deposit of Net Proceeds of Bonds.

(a) The Trustee shall deposit the proceeds from the sale of the Series 2019 Bonds in the manner provided in Section 2.2 hereof.

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

6.4 Deposit of Revenues and Other Receipts. Upon receipt of any Revenues or other receipts (except the proceeds of the Series 2019 Bonds, interest earnings on any amounts in the Rebate Fund and moneys received by the Bank from the sale or redemption prior to maturity of the City Bond), the Trustee shall deposit such amounts into the General Account of the General Fund or such other applicable Fund or Account.

6.5 Operation of General Account and Capitalized Interest Account. The Trustee shall deposit in the General Account of the General Fund and Capitalized Interest Account of the General Fund all amounts required to be deposited therein pursuant to the provisions of this Article VI. On or before three (3) business days next preceding each Interest Payment Date, for the period from the date of closing through ___ 1, 20___, the Trustee shall transfer from the Capitalized Interest Account for deposit in the General Account such amount, less any other amount on deposit in the General Account for the payment of interest, as shall be necessary to pay all or a portion of the interest coming due on the Series 2019 Bonds on such Interest Payment Date to the extent there are available funds. The amounts on deposit in the Capitalized Interest Account, will be transferred by the Trustee to the General Account as follows: \$_____ of the ___ 1, 20___ Interest Payment Date for a portion of the interest due on the Series 2019 Bonds and \$_____ of the ___ 1, 20___ Interest Payment Date for a portion of the interest due on the Series 2019 Bonds. Any amounts remaining in the Capitalized Interest Account on ___ 1, 20___, shall be transferred to the General Account for the next payment of interest coming due on the Series 2019 Bonds.

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

(a) On or before four (4) Business Days prior to any Interest Payment Date, to the Trustee such amount (including Investment Securities held by Trustee maturing or callable on or before the applicable Interest Payment Date) as shall be necessary to pay the principal and interest coming due on the Series 2019 Bonds on such Interest Payment Date;

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

(c) The amounts, if any, to be transferred to the Rebate Fund as provided in the Arbitrage Rebate Agreement and Section 6.11 hereof; and

(d) After making such payments in paragraphs (a) through (c) above, the Trustee shall make a determination of the amounts reasonably expected to be received in the form of City Bond Payments in the succeeding twelve (12) months and shall transfer all monies

in the General Account, excluding capitalized interest remaining in General Account, which, together with such expected receipts for the succeeding 12 months are in excess of the amounts needed to pay principal and interest on the Series 2019 Bonds within the immediately succeeding twelve month period, to the City at the request of the City with the prior written approval of the Bank.

6.6 Operation of the Redemption Account. The Trustee shall deposit in the Redemption Account all moneys received upon the sale or redemption prior to maturity of the City Bond and all other moneys required to be deposited therein pursuant to the provisions of Article IV or Article VI hereof, shall invest such funds pursuant to Article VIII hereof and shall disburse the funds held in the Redemption Account as follows: moneys in the Redemption Account shall be used to redeem Series 2019 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 2019 Bonds so redeemed to the date of redemption from the General Account and the Redemption Price from the Redemption Account.

6.7 Operation of the Purchase Account. The Trustee shall deposit in the Purchase Account all moneys required to be deposited therein pursuant to the provisions of Section 2.2 and Article VI hereof, shall invest such funds pursuant to Article VIII hereof, and shall disburse the funds held in the Purchase Account to purchase the City Bond in accordance with the procedures established by the Bank as set forth in Article VII hereof upon the submission of requisitions of the Bank signed by an Authorized Officer stating that all requirements with respect to such financing set forth in this Indenture have been or will be complied with. Upon purchase of the City Bond, the City will provide for the deposit of such funds in the 2019 Construction Fund of the City established under the City Bond Resolution, which fund will be used by the City to finance the Construction Project. Any amounts of \$5,000 or more remaining in the Purchase Account after the purchase of the City Bond shall be transferred to the Redemption Account for the redemption of the Series 2019 Bonds. Any amount less than \$5,000 shall be transferred to the General Account.

6.8 RESERVED.

6.9 RESERVED.

6.10 Operation of Bond Issuance Expense Account. The Trustee shall deposit in the Bond Issuance Expense Account the moneys required to be deposited therein pursuant to Section 2.2 of this Indenture, shall invest such funds pursuant to Article VIII hereof and shall disburse the funds held in the Bond Issuance Expense Account as follows:

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

(b) On the date which is thirty (30) days after the date of issuance of the Series 2019 Bonds, any funds remaining in the Bond Issuance Expense Account shall be transferred to the General Account of the General Fund.

6.11 Operation of the Rebate Fund.

(a) The Trustee is authorized to establish and maintain, so long as any Series 2019 Bonds are outstanding and are subject to a requirement that arbitrage profits be rebated to the United States of America, a separate fund to be known as the "Rebate Fund." The Trustee shall make information regarding the Series 2019 Bonds and investments hereunder available to the Bank and shall make deposits and disbursements from the Rebate Fund in accordance with the Arbitrage Rebate Agreement and 8.2 hereof, shall invest the Rebate Fund as directed by the City and shall deposit income from such investments immediately upon receipt thereof in the Rebate Fund. Anything in this Indenture to the contrary notwithstanding, the provisions of this Section may be superseded or amended by an amended Arbitrage Rebate Agreement and accompanied by an Opinion of Bond Counsel addressed to the Trustee to the effect that the provisions of the amended Arbitrage Rebate Agreement will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Series 2019 Bonds.

(b) If a deposit to the Rebate Fund is required as a result of the computations made by or on behalf of the Bank pursuant to the Arbitrage Rebate Agreement, the Trustee shall, upon receipt of direction from the Bank, accept such payment for the benefit of the Bank and make transfers of moneys from the General Account or otherwise to the Rebate Fund to comply with such direction. If amounts in excess of that required to be rebated to the United States of America accumulate in the Rebate Fund, the Trustee shall, upon direction from the Bank, transfer such amount to the General Account.

(c) Not later than sixty (60) days after _____ 1, 20__ and every five (5) years thereafter, the Trustee shall, upon written request of the Bank in accordance with the Arbitrage Rebate Agreement, pay to the United States of America one hundred percent (100%) of the amount required to be on deposit in the Rebate Fund as of such payment date provided that direction from the Bank for transfer of such amount to the Rebate Fund has been previously received by the Trustee pursuant to the provisions of Section 6.11(b), and further provided that funds were available in the General Account to fund one hundred percent (100%) of the amount required to be on deposit in the Rebate Fund as of such payment date. Not later than sixty (60) days after the final retirement of the Series 2019 Bonds, the Trustee shall upon written request of the Bank, pay to the United States of America one hundred percent (100%) of the amount owing to the United States of America. Each payment required to be paid to the United States of America pursuant to this Section shall be filed with the Internal Revenue Service Center, Ogden, Utah 84201. Each payment shall be accompanied by a copy of the Form 8038-G originally filed with respect to the Series 2019 Bonds and a statement of the Bank summarizing the determination of the amount to be paid to the United States of America.

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. Such money 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.

6.13 Amounts Remaining in Funds or Accounts. Any amounts remaining in any Fund or Account after full payment of the Bonds and the fees, charges (including any required rebate to the United States of America) and expenses of the Trustee and all other amounts due and owing hereunder shall be distributed to the City, except for any moneys owing to the Bank which shall be paid to such party and except as provided in Section 3.8 hereof.

6.14 Certain Verifications. The Bank 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 2019 Bonds as the same may relate to any data or conclusions necessary to verify that the Series 2019 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 7

PURCHASE OF CITY BOND

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

7.2 Purchases. The Trustee shall pay the purchase price of the City Bond upon receipt by the Trustee of:

- (a) a written requisition of the Bank signed by an Authorized Officer stating to whom payment is to be made and the amount to be paid;
- (b) a certificate signed by an officer of the Bank, attached to the requisition and certifying that the City, pursuant to City Bond Purchase Agreement, has sold or will sell the City Bond to the Bank and is obligated to make City Bond Payments and to pay all fees and charges required to be paid to the Bank under the City Bond Resolution, and that to the knowledge of such officer, such City is not in default under the payment terms or other material terms or provisions of any other obligations of that City;
- (c) a certified transcript of proceedings authorizing the issuance, execution and delivery of the City Bond, which transcript shall contain the certifications required by the Act and such other certifications and representations which are reasonable and appropriate as determined by the Bank or Trustee;

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

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

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

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

(h) an executed Arbitrage Rebate Agreement.

Upon receipt of such requisition, transcript, Opinion of Bond Counsel, City Bond and signed documents, the Trustee shall pay such amount directly to the entity entitled thereto as named in such requisition.

7.3 Retention and Inspection of Documents. All requisitions, certificates, transcripts, Opinions of Bond Counsel and the City Bond 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 Beneficial Owner of at least five percent (5%) in principal amount of Outstanding Bonds.

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

ARTICLE 8

INVESTMENT OF MONEYS

8.1 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 in writing by the City. All such investments shall at all times be a part of the Fund or Account in which the moneys used to acquire such investments had been deposited and, except as provided in Article VI, all income and profits on such investments, other than from moneys on deposit in the Rebate Fund or any Account created thereunder, shall be deposited as received in the General Account. The Trustee may make any and all such investments through its bond department or

through the bond department of any financial institution 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 may not be commingled for the purpose of investment or deposit. The Trustee and the Bank agree that all investments, and all instructions of the Bank to the Trustee with respect thereto shall be made in accordance with prudent investment standards reasonably expected to produce the greatest investment yields while seeking to preserve principal without causing any of the Series 2019 Bonds to be arbitrage bonds as defined in Section 148 of the Code. Any investment losses shall be charged to the Fund or Account in which moneys used to purchase such investment had been deposited. For so long as the Trustee is in compliance with the provisions of this Section 8.1, 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 which shall coincide as nearly as practicable with times at which moneys in such Funds or Accounts will be required for the purposes thereof. The Trustee shall sell and reduce to cash a sufficient amount of such investments in the respective Fund or Account whenever the cash balance therein is insufficient to pay the amounts contemplated to be paid therefrom at the time those amounts are to be paid. All investment income from the assets held in any Fund or Account, except for the Rebate Fund and any Accounts created thereunder, will be added to the General Account.

(b) The Bank (a) certifies to the owners of the Series 2019 Bonds from time to time Outstanding that moneys on deposit in any Fund or Account in connection with the Series 2019 Bonds, whether or not such moneys were derived from the proceeds of the sale of the Series 2019 Bonds or from any other sources, are not intended to be used in a manner which will cause the interest on the Series 2019 Bonds to lose the exclusion from gross income for federal income tax purposes and (b) covenants with the owners of the Series 2019 Bonds from time to time Outstanding that, so long as any of the Series 2019 Bonds remain Outstanding, moneys on deposit in any Fund or Account established in connection with the Series 2019 Bonds, whether or not such moneys were derived from the proceeds of the sale of the Series 2019 Bonds or from any other source, will not be used in any manner which will cause the interest on the Series 2019 Bonds to become subject to federal income taxation.

8.2 Arbitrage Restrictions; Series 2019 Bonds to Remain Tax Exempt.

(a) The Bank shall provide the Trustee with the Arbitrage Rebate Agreement which shall govern the investment of the Funds and Accounts and the application of Section 6.11 hereof.

(b) Without limiting subsection (b) of Section 8.1 hereof, the Bank further covenants and agrees that it will not take any action or fail to take any action with respect to the investment of the proceeds of the Series 2019 Bonds, or with respect to the investment or application of any payments under the City Bond or any other agreement or instrument entered into in connection therewith or with the issuance of the Series 2019 Bonds, including but not limited to the obligation, if any, to rebate certain funds to the United States of America, which would result in constituting the Series 2019 Bonds arbitrage bonds within the meaning of such term as used in Section 148 of the Code. The Bank further agrees that it will not act in any other manner which would adversely affect the exclusion from gross income tax for federal income tax purposes of the interest on the Series 2019 Bonds.

8.3 Valuation of Investments. For the purpose of determining the amount in any Fund or Account, all Investment Securities credited to such Fund or Account shall be valued at the lesser of (a) the average of the bid and asked prices most recently published prior to the date of determination for those Investment Securities, the bid and asked prices of which are published on a regular basis in The Wall Street Journal, or, if not there, in The New York Times; or (b) the average bid price as of the date of determination by any two nationally recognized government securities dealers selected by the Trustee for those Investment Securities the bid and asked prices of which are not published on a regular basis as set forth in subsection (a) above; or (c) par value (plus, prior to the first payment of interest following purchase, the amount of any accrued interest paid as part of the purchase price) for Investment Securities which are certificates of deposit and bankers acceptances; or (d) for all other Investment Securities the lesser of cost or market value (exclusive of accrued interest paid as part of the purchase price after the first payment of interest following purchase); provided, however, that any repurchase agreements shall be valued, respectively, at the unpaid repurchase price or principal balance collectible pursuant thereto.

ARTICLE 9

DISCHARGE OF INDENTURE

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

Any Bond shall be deemed to be paid within the meaning of this Indenture when (a) payment of the principal of (and premium, if any, on) such Bond and interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided 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 in accordance with the Arbitrage Rebate Agreement and Section 6.11 hereof, with respect to which such deposit is made shall have been paid or deposited with the Trustee.

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

(a) 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);

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

(c) 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 (b) 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 and collected for use and application as are other moneys deposited in the General Account.

With respect to the Series 2019 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 Series 2019 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 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 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 Bank 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 Bank 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 in accordance with the Arbitrage Rebate Agreement and Section 6.11 hereof) shall be applied to and used solely for the payment of the particular Bonds (including interest thereon) with respect to which such moneys or obligations have been so set aside in trust.

Upon the deposit with the Trustee, in trust, at or before maturity, of money or Governmental Obligations in the necessary amount to pay or redeem all Outstanding Bonds as aforesaid (whether upon or prior to their maturity or the redemption date of such Bonds), provided that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as 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 10

DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDHOLDERS

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

- (a) Default in the due and punctual payment of any interest on any Bond; or
- (b) Default in the due and punctual payment of the principal or redemption premium of any Bond whether at the stated maturity thereof or on any date fixed for redemption; or
- (c) Failure of the Bank to remit to the Trustee within the time limits prescribed herein any moneys which are required by this Indenture to be so remitted; or
- (d) Default in the performance or observance of any other of the covenants, agreements or conditions on the part of the Bank contained in this Indenture or in the Bonds and failure to remedy the same within the time provided in, and after notice thereof pursuant to, Section 10.10 hereof; or
- (e) Any warranty, representation or other statement by or on behalf of the Bank contained in this Indenture or in any instrument furnished in compliance with or in reference to this Indenture is false or misleading, when made, in any material respect, and failure to remedy the same within the time provided in, and after notice thereof pursuant to, Section 10.10 hereof; or

(f) A petition is filed against the Bank under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction whether now or hereafter in effect and is not dismissed within sixty (60) days after such filing; or

(g) The Bank files a petition in voluntary bankruptcy or seeking relief under any provisions of any bankruptcy, reorganization, arrangement, insolvency, adjustment of debt, dissolution or liquidation law of any jurisdiction whether now or hereafter in effect, or consents to the filing of any petition against it under such law; or

(h) The Bank is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt, or makes an assignment for the benefit of creditors, or a liquidator or trustee of the Bank or any of its property is appointed by court order or takes possession of such property and such order remains in effect or such possession continues for more than 60 days; or

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

(j) Reserved; or

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

(l) There is an event of default under the City Bond Resolution.

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

(a) The Trustee may with the written consent of the Bond Insurer, pursue any available remedy at law or in equity or by statute to enforce the payment of the principal of and interest on the Bonds then Outstanding, including enforcement of any rights of the Bank or the Trustee under the City Bond.

(b) The Trustee may with the written consent of the Bond Insurer, 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, with the written consent of the Bond Insurer, take such action with respect to the City Bond as the Trustee deems necessary or appropriate and in the best interest of the Bondholders, subject to the terms of the City Bond.

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

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

Upon the occurrence of an Event of Default, (a) if requested so to do by the holders of twenty-five percent (25%) or more in aggregate principal amount of all Bonds then Outstanding and if indemnified as provided in Section 11.1(k) hereof and after obtaining the prior written consent of the Bond Insurer, (b) if requested to do so by the Bond Insurer or (c) if indemnified as provided in Section 11.1(k) hereof, the Trustee shall be obligated to exercise such one or more of the rights, remedies and powers conferred by this Section as the Trustee, being advised by Counsel, shall deem most expedient in the interests of the Bondholders.

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

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

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

10.3 Rights of Bondholders to Direct Proceedings. Anything in this Indenture to the contrary notwithstanding, subject to Section 15.1 herein, the Beneficial Owners of a majority in aggregate principal amount of Bonds then Outstanding shall have the right, at any time during the continuance of an Event of Default, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law, including the Act, and of this Indenture.

10.4 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.

10.5 Application of Moneys. All moneys received by the Trustee pursuant to any right or remedy given or action taken under the provisions of this Article (including moneys

received by virtue of action taken under provisions of the City Bond) shall, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee and any other moneys owed to the Trustee hereunder, be deposited in the General Account and all moneys in such Accounts shall be applied as follows:

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

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

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

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.

FOURTH – To the payment of amounts owed to the Bond Insurer pursuant to the provisions of the Indenture.

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

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

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

10.6 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.

10.7 Rights and Remedies of Bondholders. No owner of any Bond, other than the Bond Insurer, shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless (a) a Default has occurred, (b) such Default shall have become an Event of Default and the Beneficial Owners of not less than twenty-five percent (25%) in aggregate principal amount of Bonds then Outstanding shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the remedies hereinbefore granted or to institute such action, suit or proceeding in its own name, (c) such Beneficial Owners of Bonds have offered to the Trustee indemnity as provided in Section 11.1(k) hereof, [(d) the Bond Insurer is in default under the Bond Insurance Policy, and] and (e) the Trustee has refused, or for sixty (60) days after receipt of such request and offer of security and/or indemnification has failed to exercise the remedies hereinbefore granted, or to institute such action, suit or proceeding in its own name; and such request and offer of security and/or indemnity are hereby declared in every case at the option of Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more owners of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by its, his, her or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal and ratable benefit of the owners of all Bonds then Outstanding. However, nothing contained in this

Indenture shall affect or impair the right of any Bondholder to enforce the payment of the principal of, premium, if any, and interest on any Bond at and after the maturity thereof, or the limited obligation of the Bank to pay the principal of, premium, if any, and interest on each of the Bonds issued hereunder to the respective owners thereof at the time and place, from the source and in the manner expressed in the Bonds.

10.8 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.

10.9 Waivers of Events of Default. The Trustee may, at its discretion waive any Event of Default hereunder and its consequences, and shall do so upon the written request of the Beneficial Owners of (a) more than sixty-six and two-thirds percent (66 2/3%) in aggregate principal amount of all the Bonds then Outstanding in respect of which an Event of Default in the payment of principal or interest exists, or (b) more than fifty percent (50%) in aggregate principal amount of all Bonds then Outstanding in the case of any other Event of Default; provided, however, that there shall not be waived (x) any Event of Default in the payment of the principal of any Outstanding Bond at the date of maturity specified therein or (y) any Event of Default in the payment when due of the interest on any Outstanding Bond unless prior to such waiver all of the interest or all payments of principal when due, as the case may be, with interest on overdue principal at the rate borne by such Bond, and all expenses of the Trustee in connection with such Event of Default shall have been paid or provided for or (z) any Event of Default for nonpayment of Program Expenses; 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; provided further that prior to waiving any Event of Default hereunder the Trustee must obtain the prior written consent of the Bond Insurer.

10.10 Notice of Defaults under Section 10.1(d) or (e); Opportunity of the Bank to Cure Such Defaults. Anything herein to the contrary notwithstanding, no Default under Section 10.1(d) or (e) hereof shall constitute an Event of Default until actual notice of such Default by registered or certified mail shall be given to the Bank and the Bond Insurer by the Trustee and the Bank shall have had sixty (60) days after receipt of such notice to correct the Default or cause the Default to be corrected, and shall not have corrected the Default or caused the Default to be corrected within the applicable period; provided, however, if the Default be such that it is correctable but cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted by the Bank within the applicable period and diligently pursued until the Default is corrected. If a Default is cured under this Section 10.10, then it will not constitute an Event of Default.

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

ARTICLE 11

TRUSTEE

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

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

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

(c) The Trustee shall not be responsible for any recital herein or in the Bonds, other than the Certificate of Authentication required by Section 3.4 hereof, or for the validity of the execution by the Bank of this Indenture or of any supplements hereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby.

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

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

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

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

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

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

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

(k) Before taking any action referred to in Section 10.2, 10.3 or 10.7 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.

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

(m) The Trustee for all purposes of this Indenture shall be deemed to be aware of any Event of Default in the payment of principal of or interest on any of the Bonds and any event of default in the payment of principal of and interest on the City Bond.

(n) The Trustee shall have no obligation to file financing statements or continuation statements.

(o) The Trustee's immunities and protections from liability and its right to indemnification in connection with the performance of its duties under this Indenture shall extend to the Trustee's officers, directors, agents, attorneys and employees. Such immunities and protections and rights to indemnification, together with the Trustee's right to compensation, shall survive the Trustee's resignation or removal, the discharge of this Indenture and final payment of the Bonds.

11.2 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 herein 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.

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

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

corporation or association becoming successor Trustee by filing written notice of such objection with the successor Trustee and by mailing such notice to each Bondholder whereupon a successor or temporary Trustee shall be appointed in accordance with Section 11.7 hereof.

11.5 Resignation by the Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby by giving thirty (30) days' written notice by registered or certified mail to the Bank and the owner of each Bond as shown by the list of Bondholders required by this Indenture to be kept at the office of the Trustee, and such resignation shall only take effect upon the appointment of a successor Trustee in accordance with Section 11.7 and acceptance of such appointment by the successor Trustee.

11.6 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 Beneficial Owners of a majority in aggregate principal amount of all Bonds then Outstanding or their attorneys-in-fact duly. Notice of the removal of the Trustee shall be given in the same manner as provided in Section 11.5 hereof with respect to the resignation of the Trustee. So long as no Event of Default or an event which, with the passage of time would become an Event of Default, shall have occurred and be continuing, the Trustee may be removed at any time for cause by resolution or other official written action taken by the Bank with such written action to be filed with the Trustee.

11.7 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 of such appointment, the Bondholders may appoint a successor Trustee; any such successor Trustee so appointed by the Bank shall become the successor Trustee if no appointment is made by the Bondholders within such period, but in the event an appointment is made by the Bondholders, the temporary Trustee shall immediately and without further act be superseded by any Trustee so appointed by such Bondholders. Notice of the appointment of a successor Trustee shall be given in the same manner as provided by Section 11.5 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 in and incorporated under the laws of the State, duly authorized to exercise trust powers and 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.

11.8 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 11.2 hereof, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and 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, if any.

11.9 Indemnification. The Bank, will, to the fullest extent permitted by law, protect, indemnify and save the Trustee and its respective officers, board members, attorneys, agents, and employees, harmless from and against all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses of the Trustee), taxes, causes of action, suits, claims, demands and judgments of any nature arising from:

(a) violation of any agreement, provision or condition of this Indenture, the City Bond, the Bonds or the City Bond Resolution except a violation by the Trustee;

(b) any statement or information relating to the expenditure of the proceeds of the Series 2019 Bonds contained in the "Tax Certificate" or similar document furnished by the City to the Bank which, at the time made, is misleading, untrue or incorrect in any material respect; and

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

Promptly after receipt by the Trustee of notice of the commencement of any action with respect to which security and/or indemnity may be sought against the Bank under this Section, the Trustee will notify the Bank in writing of the commencement thereof, and, subject to the provisions hereinafter stated, the Bank shall assume the defense of such action (including the employment of Counsel or such other person as the case may be, and the payment of expenses). Insofar as such action shall relate to any alleged liability with respect to which security and/or indemnity may be sought against the Bank, the Trustee shall have the right to employ separate Counsel in any such action and to participate in the defense thereof, but the fees and expenses of such Counsel shall not be at the expense of the Bank unless the employment of such Counsel has been specifically authorized by the Bank, which approval shall not be unreasonably withheld.

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 11.9 shall survive the payment and discharge of the City Bond and the Bonds.

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 12

SUPPLEMENTAL INDENTURES

12.1 Supplemental Indentures not Requiring Consent of Bondholders. The Bank and the Trustee may, without the consent of, or notice to, any of the Bondholders, but only upon prior written notice to the Bond Insurer, enter into an indenture or indentures supplemental to this Indenture for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this Indenture;
- (b) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional benefits, rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Bondholders or the Trustee, or to make any change which, in the opinion of Bond Counsel, does not materially and adversely affect the interest of the owners of Outstanding Bonds and does not require unanimous consent of the Bondholders pursuant to Section 12.2 hereof;
- (c) To subject to this Indenture additional Revenues, properties or collateral;
- (d) To modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner (1) as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or, (2) to preserve the status of the interest on any Series 2019 Bond as exempt from inclusion in gross income of the holders thereof for federal income tax purposes, or (3) 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, or, (4) if so determined, to add to this Indenture or any indenture supplemental hereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939 or similar federal statute;
- (e) To evidence the appointment of a separate or co-trustee or the succession of a new Trustee hereunder or the succession of a new registrar and/or paying agent; and
- (f) In connection with issuance of Refunding Bonds.

Prior to the Trustee entering into any supplemental indenture for the purposes set forth in (a) or (b) above the Trustee shall obtain the written consent of the Bond Insurer regarding said supplement to the Indenture.

12.2 Supplemental Indentures Requiring Consent of Bondholders. Exclusive of Supplemental Indentures provided for by Section 12.1 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), with the prior written consent of the Bond Insurer, shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Bank and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Trustee for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that nothing in this Section contained shall permit, or be construed as permitting, without the consent of the owners of all then Outstanding Bonds and the Bond Insurer, (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 the Bond Insurer and each owner of a Bond at the address shown on the registration records maintained by the Trustee. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the Principal Office of the Trustee for inspection by all Bondholders. If, within sixty (60) days, or such longer period as shall be prescribed by the Bank, following the mailing of such notice, the Bond Insurer and 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 15.1 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 13

[INSERT ANY BOND INSURANCE PROVISIONS]

ARTICLE 14

MISCELLANEOUS

14.1 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 an agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken by it or them under such request or other instrument, namely:

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

(b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register of the Bank maintained by the Trustee pursuant to Section 3.6 hereof.

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

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

14.4 Notices. Any notice, request, complaint, demand, communication or other paper shall be sufficiently given when delivered or mailed by registered or certified mail, postage prepaid, or sent by telegram, addressed to the appropriate Notice Address. A duplicate copy of each notice required to be given hereunder by the Trustee or the Bank to the City or the Underwriter shall also be given to the other. The Bank or the Trustee may, by notice given

hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

14.5 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.

14.6 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.

14.7 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.

14.8 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 in accordance with provisions of this Indenture.

It is not the intent of this Section 15.8, or any other Section of this Indenture, to create a power of attorney relationship between the Bank and the Trustee.

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

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, the Bank has caused this Indenture to be executed on its behalf by its Executive Director and the seal of the Bank to be hereunto affixed and duly attested by its Secretary and the Trustee, to evidence its acceptance of the trusts created hereunder, has caused this Indenture to be executed in its name by its duly authorized officers 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: _____
Executive Director

(SEAL)

ATTEST:

Secretary

BANK,
as Trustee

By: _____
Title:

**EXHIBIT A
FORM OF CITY BOND**

Attachment: GO 2019 Bond Resolution with exhibits (2073 : Approve the resolution authorizing the issuance of a General Obligation Bond)

Exhibit B
Form of City Bond Purchase Agreement

Attachment: GO 2019 Bond Resolution with exhibits (2073 : Approve the resolution authorizing the issuance of a General Obligation Bond)

CITY BOND PURCHASE AGREEMENT

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

WITNESSETH:

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

WHEREAS, the City has duly authorized the issuance of (a) its general obligation bond designated City of Bay St. Louis, Mississippi General Obligation Bond, Series 2019 in the form of one fully registered bond, in the principal amount of Six Million Five Hundred Thousand Dollars (\$6,500,000) (the “City Bond”); and

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

WHEREAS, the Bank has adopted a resolution on November 5, 2019, approving an Indenture of Trust (the “Indenture”), dated as of _____ 1, 2019, by and between the Bank and _____, as trustee (the “Trustee”), authorizing the issuance of its \$6,500,000 Mississippi Development Bank Special Obligation Bonds, Series 2019 (City of Bay St. Louis, Mississippi General Obligation Bond Project) (the “Series 2019 Bonds”), a portion of the proceeds of which will be used to purchase the City Bond.

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

1. Subject to the terms and conditions of this Agreement, the Bank hereby agrees to purchase the City Bond and the City hereby agrees to sell the City Bond to the Bank at the purchase price of \$_____, representing the par amount of the City Bond of \$6,500,000.00, plus a net original issue premium of \$_____, less an underwriter's discount of \$_____, less \$_____ paid directly to _____, as bond insurer, less \$_____ to be retained by the Trustee under the Indenture and deposited to the Bond Issuance Expense Account of the General Fund to pay the costs of issuance of the Series 2019 Bonds and the City Bond, and less \$_____ to be retained by the Trustee under the Indenture and deposited to the General Account of the General Fund to pay capitalized interest on the City Bond and the Series 2019 Bonds. The amount of such purchase price will be distributed to the City, all as provided under that certain Bond Resolution (the “City Bond Resolution”) adopted on November 5, 2019, pursuant to which the City will issue the City Bond. The terms of the City Bond are set forth in the City Bond Resolution and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Remainder of Page Intentionally Left Blank]

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

(SEAL)

MISSISSIPPI DEVELOPMENT BANK

By: _____
Executive Director

ATTEST:

Secretary

**CITY OF BAY ST. LOUIS,
MISSISSIPPI**

By: _____
Mayor

ATTEST:

City Clerk

Exhibit C
Form of Bond Purchase Agreement

Attachment: GO 2019 Bond Resolution with exhibits (2073 : Approve the resolution authorizing the issuance of a General Obligation Bond)

BOND PURCHASE AGREEMENT

Regarding the

\$6,500,000

**MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS, SERIES 2019
(CITY OF BAY ST. LOUIS, MISSISSIPPI**

GENERAL OBLIGATION BOND PROJECT)

Mississippi Development Bank
Jackson, Mississippi

Mayor and City Council of the
City of Bay St. Louis, Mississippi
Bay St. Louis, Mississippi

Ladies and Gentlemen:

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

1. Purchase.

(a) Upon the terms and conditions and upon the basis of the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the Bank for offering to the public, and the Bank hereby agrees to sell and deliver to the Underwriter for such purpose, an aggregate of \$6,500,000 principal amount of the Bank's Special Obligation Bonds, Series 2019 (City of Bay St. Louis, Mississippi General Obligation Bond Project) (the “Bonds”), dated the date of delivery thereof, and having maturities and bearing interest at the rates per annum as set forth in Exhibit A hereto, and payable as described in the resolution concerning the Bonds adopted on November 13, 2019, by the Board of Directors of the Bank (the “Bank Resolution”), an Indenture of Trust under which the Bonds will be issued and by which they will be secured, dated as of _____, 2019 (the “Indenture”), by and between the Bank and _____, as trustee (the “Trustee”), and otherwise having such terms as are described in the Preliminary Official Statement (as hereinafter

defined). The purchase price for the Bonds shall be \$_____, being comprised of the principal amount of the Bonds of \$6,500,000.00, plus a net original issue premium of \$_____, and less an Underwriter's discount of \$_____, which purchase price, subject to the terms and conditions of this Bond Purchase Agreement, will be paid to the Trustee on behalf of the Bank on the date of the payment for and delivery of the Bonds (herein called the "Closing"). The Bonds will be subject to optional redemption prior to maturity as set forth in Exhibit A hereto.

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

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

(d) The principal of, premium, if any, and interest on the Bonds shall be payable solely and only from those revenues and funds of the Bank under the Indenture, including the \$6,500,000 City of Bay St. Louis, Mississippi General Obligation Bond, Series 2019 (the "City Bond") and payments derived therefrom, as more particularly described in the Preliminary Official Statement. The City Bond has been sold to the Bank by the City pursuant to a resolution of the City adopted by the Mayor and City Council of the City (the "Governing Body") on November 5, 2019, authorizing the sale and issuance of the City Bond and approving the sale and issuance of the Bonds (the "City Bond Resolution" and collectively with the Bank Resolution, the "Bond Resolutions"), and a City Bond Purchase Agreement between the City and the Bank (the "City Bond Purchase Agreement"). The City Bond is a general obligation of the City and represents a pledge of the full faith, credit and taxing power thereof.

(e) Concurrently with the issuance of the Bonds, _____ (the "Bond Insurer") will issue its Municipal Bond Insurance Policy for the Bonds (the "Bond Insurance Policy"). The Bond Insurance Policy guarantees the scheduled payment of principal of and interest on the Bonds when due.

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

The Bank and the City hereby authorize the use of the Preliminary Official Statement, the Official Statement and the information therein contained by the Underwriter in connection with the public offering and the sale of the Bonds. As required by Rule 15c2-12 promulgated by the Securities and Exchange Commission under Section 15 of the Securities Exchange Act of 1934, as amended ("Rule 15c2-12"), the Underwriter shall deliver the Official Statement to the

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

3. Establishment of Issue Price.

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

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

(c) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Exhibit A hereto, except as otherwise set forth therein. Exhibit A also sets forth, as of the date of this Bond Purchase Agreement, the

maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the Bank and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Bank to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

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

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

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

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

- (i) “public” means any person other than an Underwriter or a related party,

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

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

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

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

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

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

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

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

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

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

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

or finding would materially adversely affect the tax exempt status of the interest on the Bonds or the validity or enforceability of the Bonds, the Bank Resolution, the Indenture, the City Bond Purchase Agreement, the City Bond or this Bond Purchase Agreement.

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

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

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

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

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

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

(d) Neither the City nor the Governing Body is in breach of or default under any applicable law or administrative regulation of the State or the United States of

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

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

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

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

knowledge of the City and the Governing Body, is there any basis therefore, wherein an unfavorable decision, ruling or finding would materially adversely affect the tax exempt status of the Bonds, the validity or enforceability of the City Bond, the City Bond Resolution, the City Bond Purchase Agreement, the Continuing Disclosure Agreement or this Bond Purchase Agreement.

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

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

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

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

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

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

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

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

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

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

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

(iv) Unless otherwise notified in writing by the Underwriter by the date of Closing, the Bank can assume that the “end of the underwriting period” for purposes of Rule 15c2-12 is the Closing. In the event such notice is so given in writing by the Underwriter, the Underwriter agrees to notify the Bank in writing following the occurrence of the “end of the underwriting period” as defined in Rule 15c2-12. The “end of the underwriting period” as used in this Bond Purchase Agreement shall mean the date of Closing or such later date as to which notice is given by the Underwriter in accordance with the preceding sentence.

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

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

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

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

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

(d) The Bank and the City shall not have, subsequent to the date hereof and prior to Closing, failed to pay principal or interest when due on any of their obligations for money borrowed wherein such failure, if any, would have a material adverse impact on their ability to perform in accordance with this Bond Purchase Agreement, the Indenture, the Bonds, the Bond Resolutions or the City Bond except as set forth in the Official Statement.

(e) The Underwriter shall have the right to terminate its obligations under this Bond Purchase Agreement to purchase and pay for the Bonds by notifying the Bank and the City of its election to do so if, after the execution hereof and prior to the Closing:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(xxiii) Evidence of the Bond Insurance Policy issued by the Bond Insurer;

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

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

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

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

9. Expenses. Expenses incident to the performance of the obligations of the Bank and the City hereunder including but not limited to: (a) the cost of the preparation of the Indenture, the City Bond Purchase Agreement, the City Bond, the Bond Resolutions, the Preliminary Official Statement and the Official Statement; (b) the cost of the preparation and printing of the definitive Bonds; (c) the fees and disbursements of Bond Counsel and City's Counsel; (d) the fees and disbursements of the Bank's Counsel and experts, the City's Municipal Advisor or consultants retained by the Bank or the City; (e) fees for bond ratings; (f) the cost of preparation and printing of the Preliminary Official Statement and the Official Statement in sufficient quantity (but not to exceed 150 copies) to permit the Underwriter to comply with the requirements of Rule 15c2-12; and (h) the cost of the preparation of this Bond Purchase

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

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

11. Notices. Any notice or other communication to be given to the Bank and the City under this Bond Purchase Agreement may be given by delivering the same in writing at the addresses set forth above and any notice or other communication to be given to the Underwriter under this Bond Purchase Agreement may be given by delivering the same in writing to Crews and Associates, Inc., Little Rock, Arkansas 72201.

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

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

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

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

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

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

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

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

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

[The remainder of this page left blank intentionally.]

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

Very truly yours,

**CREWS & ASSOCIATES, Inc., as
Underwriter**

By _____

Title _____

ACCEPTED:

This ____ day of _____, 2019.

MISSISSIPPI DEVELOPMENT BANK

By _____
Executive Director

ACCEPTED:

This _____ day of November, 2019.

CITY OF BAY ST. LOUIS, MISSISSIPPI

By _____
Mayor

EXHIBIT A
MATURITY SCHEDULE

Date of Maturity (March 1)	Principal Amount	Interest Rate	Yield	Price
---	-----------------------------	--------------------------	--------------	--------------

REDEMPTION PROVISIONS

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

Mandatory Sinking Fund Redemption. The Bonds maturing on _____ are term bonds subject to mandatory sinking fund redemption prior to their scheduled maturity on March 1 of the years listed below at a redemption price of 100% of the principal amount redeemed plus accrued interest to the redemption date from amounts on deposit in the General Account of the General Fund in accordance with the following schedule:

Year	Principal Amount
-------------	-------------------------

*Final Maturity.

EXHIBIT B**DEEMED FINAL CERTIFICATE****\$6,500,000**

**MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS, SERIES 2019
(CITY OF BAY ST. LOUIS, MISSISSIPPI
GENERAL OBLIGATION BOND PROJECT)**

Rule 15c2-12 Certificate of the Bank and the City

The undersigned hereby certify to Crews & Associates Inc. (the “Underwriter”), that they are authorized to execute and deliver this Certificate and further certify on behalf of the Bank and the City:

1. This Certificate is delivered to enable the Underwriter to comply with Securities and Exchange Commission Rule 15c2-12, as amended, under the Securities Exchange Act of 1934 (the “Rule”) in connection with the offering and sale of the Bank's \$6,500,000 Special Obligation Bonds, Series 2019 (City of Bay St. Louis, Mississippi General Obligation Bond Project) (the “Bonds”).
2. In connection with the offering and sale of the Bonds, there has been prepared a Preliminary Official Statement, dated _____, 2019, setting forth information concerning the Bonds, the Bank and the City and certain other matters (the “Preliminary Official Statement”).
3. As used herein, “Permitted Omissions” shall mean the offering price(s), interest rate(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery date, ratings and other terms of the Bonds depending on such matters, all with respect to the Bonds.
4. The information contained in the Preliminary Official Statement is final within the meaning of the Rule as of its date except for the Permitted Omissions.
5. To the best of the knowledge of the Bank and the City, the information contained in the Preliminary Official Statement pertaining to the Bank and the City does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made in the Preliminary Official Statement, in the light of the circumstances under which they were made, not misleading.

If, at any time before the earlier of (1) receipt of notice from the Underwriter that Final Official Statements (as defined in the Rule) with respect to the Bonds are no longer required to be delivered under the Rule or (2) 90 days after the underwriting period of the Bonds by the Underwriter, any event occurs as a result of which the information contained in the Final Official Statement would no longer be true and correct or would no longer be the most recently available information, the Bank or the City shall promptly notify the Underwriter of such event or shall

update such information so that it is the most recent available and provide such updated information to the Underwriter.

IN WITNESS WHEREOF, we have hereunto set our hands to be effective this ____ day of ____, 2019.

MISSISSIPPI DEVELOPMENT BANK

By _____
Executive Director

**CITY OF BAY ST. LOUIS,
MISSISSIPPI**

By _____
Mayor

EXHIBIT C

\$6,500,000
MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS, SERIES 2019
(CITY OF BAY ST. LOUIS, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Crews & Associates, Inc., Little Rock, Arkansas ("Crews"), hereby certifies as set forth below with respect to the sale and issuance of the \$6,500,000 Mississippi Development Bank Special Obligation Bonds, Series 2019 (City of Bay St. Louis, Mississippi General Obligation Bond Project) (the "Bonds") based on information available to Crew. Defined Terms shall have the meaning set forth in Section 4 below.

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

2. *Yield and Weighted Average Maturity of the Bonds*

(a) Crews has calculated the yield on the Bonds to be ____%.

(b) Crews has calculated the weighted average maturity of the Bonds to be ____ years.

4. *Defined Terms.*

General Rule Maturities means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

Issuer means the Mississippi Development Bank.

Maturity means the Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

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

Sale Date means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is ____, 2019.

Underwriter means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the

initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

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

CREWS & ASSOCIATES, INC.

By: _____

Name: _____

Dated: _____, 2019

SCHEDULE A
MATURITY SCHEDULE

Date of Maturity (March 1)	Principal Amount	Interest Rate	Yield	Price
---	-----------------------------	--------------------------	--------------	--------------

SCHEDULE B

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

Hold the Price Maturities				
MATURITY (____1)	PRINCIPAL AMOUNT	INTEREST RATE	YIELD	REOFFERING PRICE
General Rule Maturities				
MATURITY (____1)	PRINCIPAL AMOUNT	INTEREST RATE	YIELD	REOFFERING PRICE

SCHEDULE C
PRICING WIRE OR EQUIVALENT COMMUNICATION

49949167.v2

Attachment: GO 2019 Bond Resolution with exhibits (2073 : Approve the resolution authorizing the issuance of a General Obligation Bond)

Exhibit D
Form of Preliminary Official Statement

Attachment: GO 2019 Bond Resolution with exhibits (2073 : Approve the resolution authorizing the issuance of a General Obligation Bond)

**PRELIMINARY OFFICIAL STATEMENT
DATED _____, 2019**

ONE NEW ISSUE/BOOK- ENTRY ONLY

[RATING: Insured -S&P “_”]
(See “RATING” herein)

In the opinion of Butler Snow LLP, Gulfport, Mississippi, Bond Counsel, under existing laws, regulations, rulings and judicial decisions and assuming the accuracy of certain representations and continuous compliance with certain covenants described herein, interest on the Series 2019 Bonds (as defined herein) is excludable from gross income for federal tax purposes pursuant to Section 103 of the Code (as defined herein), and such interest is not a specific preference item for purposes of the federal alternative minimum tax. Such exclusion is conditioned on continuing compliance with certain tax covenants of the Bank (as defined below) and the City (as defined below). In the opinion of Bond Counsel under existing laws, regulations, rulings and judicial decisions, interest on the Series 2019 Bonds is exempt from all income taxation in the State of Mississippi. See “TAX MATTERS” herein and APPENDIX D - FORM OF OPINION OF BOND COUNSEL hereto.

\$6,500,000*
MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS, SERIES 2019
(CITY OF BAY ST. LOUIS, MISSISSIPPI PUBLIC IMPROVEMENT
GENERAL OBLIGATION BOND PROJECT)

Dated: Date of Delivery

**Due: _____, as shown as shown on inside
front cover**

The \$6,500,000* Mississippi Development Bank Special Obligation Bonds, Series 2019 (City of Bay St. Louis, Mississippi General Obligation Bond Project) (the “Series 2019 Bonds”), are being issued by the Mississippi Development Bank (the “Bank”), will be dated the date of delivery thereof and will bear interest from that date to their respective maturities in the amounts and at the rates set forth on the inside front cover. The Series 2019 Bonds are issuable only as fully registered bonds and, when issued, will be registered in the name of CEDE & CO., as nominee for The Depository Trust Company, New York, New York (“DTC”). Purchases of beneficial interests in the Series 2019 Bonds will be made in book-entry-only form, in the denomination of \$5,000 or any integral multiple thereof. Purchasers of beneficial interests in the Series 2019 Bonds will not receive physical delivery of certificates representing their interests in the Series 2019 Bonds. Interest on the Series 2019 Bonds is payable on _____ and _____ 1 of each year, commencing _____, 2020. So long as DTC or its nominee is the Registered Owner of the Series 2019 Bonds, interest, together with the principal of and premium, if any, on the Series 2019 Bonds, will be paid directly to DTC by _____ (the “Trustee”) under the Indenture (as defined herein), as more fully described herein under the caption “DESCRIPTION OF THE SERIES 2019 BONDS -- Book-Entry-Only System.”

The Series 2019 Bonds are issued by the Bank for the principal purpose of providing funds for the purchase of the City Bond (as defined herein) being issued by the City of Bay St. Louis, Mississippi (the “City”), as more fully described in this Official Statement.

[The scheduled payment of principal of and interest on the Series 2019 Bonds when due will be guaranteed under a municipal bond insurance policy to be issued concurrently with the delivery of the Series 2019 Bonds by

[insert logo]]

The Series 2019 Bonds are subject to redemption prior to maturity as more fully described herein. See “DESCRIPTION OF THE SERIES 2019 BONDS -- Redemption.”

THE SERIES 2019 BONDS ARE LIMITED AND SPECIAL OBLIGATIONS OF THE BANK AND ARE PAYABLE SOLELY OUT OF THE TRUST ESTATE OF THE BANK PLEDGED THEREFOR UNDER THE INDENTURE, INCLUDING THE CITY BOND AND PAYMENTS DERIVED THEREFROM, AS MORE FULLY DESCRIBED HEREIN. THE SERIES 2019 BONDS DO NOT CONSTITUTE A DEBT, LIABILITY OR LOAN OF THE CREDIT OF THE BANK, THE STATE OF MISSISSIPPI OR ANY POLITICAL SUBDIVISION THEREOF UNDER THE CONSTITUTION AND LAWS OF THE STATE OF MISSISSIPPI, OR A PLEDGE OF THE FULL FAITH AND CREDIT, TAXING POWER OR MORAL OBLIGATION OF THE BANK, THE STATE OF MISSISSIPPI OR ANY POLITICAL SUBDIVISION THEREOF. THE BANK HAS NO TAXING POWER. THE CITY BOND SECURING THE SERIES 2019 BONDS IS, HOWEVER, A GENERAL OBLIGATION OF THE CITY, SECURED BY THE FULL FAITH, CREDIT AND TAXING POWER OF THE CITY AS MORE FULLY DESCRIBED HEREIN.

Purchase of the Series 2019 Bonds involves a certain degree of risk, and reference is made to the caption “RISKS TO THE OWNERS OF THE SERIES 2019 BONDS” for a discussion of such risks.

THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. IT IS NOT A SUMMARY OF THIS OFFICIAL STATEMENT. PROSPECTIVE INVESTORS MUST READ THIS ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION.

The Series 2019 Bonds are offered subject to the final approval of the legality thereof by Butler Snow LLP, Gulfport, Mississippi, Bond Counsel. Certain legal matters will be passed upon for the Bank by Balch & Bingham, LLP, Jackson, Mississippi, and for the City by its counsel, Butler Snow LLP, Gulfport, Mississippi. Municipal Advisors of Mississippi, Inc., Madison, Mississippi, serves as the Municipal Advisor to the City in connection with the sale and issuance of the Series 2019 Bonds and the purchase of the City Bond. The Series 2019 Bonds are expected to be available in definitive form for delivery on or about _____, 2019.



The date of this Official Statement is _____, 2019.

* Preliminary, subject to change.

SERIES 2019 BONDS
MATURITY SCHEDULE*

Maturity* (_____)	Principal Amount*	Interest Rate	Yield	CUSIP ¹
----------------------	----------------------	------------------	-------	--------------------

* Preliminary, subject to change.*

¹ The CUSIP numbers listed above are being provided solely for the convenience of the holders of the Series 2019 Bonds only, and the Bank, the City and the Underwriter do not make any representation with respect to such CUSIP numbers or undertake any responsibility for their accuracy. The CUSIP numbers are subject to being changed after the issuance of the Series 2019 Bonds as a result of various subsequent actions, including but not limited to a refunding in whole or in part of the Series 2019 Bonds.

THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFERING OF ANY SECURITY OTHER THAN THE ORIGINAL OFFERING OF THE SERIES 2019 BONDS IDENTIFIED ON THE COVER HEREOF. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION OTHER THAN THAT CONTAINED IN THIS OFFICIAL STATEMENT; AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED. THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY, AND THERE SHALL NOT BE ANY SALE OF THE SERIES 2019 BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL TO MAKE SUCH OFFER, SOLICITATION OR SALE. THE INFORMATION AND EXPRESSION OF OPINIONS HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE, AND NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT NOR THE SALE OF ANY OF THE SERIES 2019 BONDS SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THE INFORMATION HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE HEREOF. ALL OPINIONS, ESTIMATES OR ASSUMPTIONS, WHETHER OR NOT EXPRESSLY IDENTIFIED, ARE INTENDED AS SUCH AND NOT AS REPRESENTATIONS OF FACT.

THE UNDERWRITER HAS PROVIDED THE FOLLOWING SENTENCE FOR INCLUSION IN THIS OFFICIAL STATEMENT. THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS OFFICIAL STATEMENT IN ACCORDANCE WITH, AND AS A PART OF, ITS RESPONSIBILITIES UNDER THE FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITER DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. INFORMATION HEREIN HAS BEEN OBTAINED FROM THE BANK, THE CITY, DTC, THE BOND INSURER (AS DEFINED HEREIN) AND OTHER SOURCES BELIEVED TO BE RELIABLE, BUT THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION IS NOT GUARANTEED BY THE UNDERWRITER.

UPON ISSUANCE, THE SERIES 2019 BONDS WILL NOT BE REGISTERED BY THE BANK UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAW, AND WILL NOT BE LISTED ON ANY STOCK OR OTHER SECURITIES EXCHANGE. NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY OTHER FEDERAL, STATE OR OTHER GOVERNMENTAL ENTITY OR AGENCY, OTHER THAN THE BANK (TO THE EXTENT DESCRIBED HEREIN), WILL HAVE PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT OR APPROVED THE SERIES 2019 BONDS FOR SALE.

THIS OFFICIAL STATEMENT IS NOT TO BE CONSTRUED AS A CONTRACT OR AGREEMENT BETWEEN THE BANK AND THE PURCHASERS OR HOLDERS OF THE SERIES 2019 BONDS. ALL ESTIMATES AND ASSUMPTIONS CONTAINED HEREIN ARE BELIEVED TO BE REASONABLE, BUT NO REPRESENTATION IS MADE THAT SUCH ESTIMATES OR ASSUMPTIONS ARE CORRECT OR WILL BE REALIZED.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVER-ALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2019 BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

[THE BOND INSURER MAKES NO REPRESENTATION REGARDING THE SERIES 2019 BONDS OR THE ADVISABILITY OF INVESTING IN THE SERIES 2019 BONDS. IN ADDITION, THE BOND INSURER HAS NOT INDEPENDENTLY VERIFIED, MAKES NO REPRESENTATION REGARDING, AND DOES NOT ACCEPT ANY RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF THIS OFFICIAL STATEMENT OR ANY INFORMATION OR DISCLOSURE CONTAINED HEREIN, OR OMITTED HEREFROM, OTHER THAN WITH RESPECT TO THE ACCURACY OF THE INFORMATION REGARDING THE BOND INSURER, SUPPLIED BY THE BOND INSURER AND PRESENTED UNDER THE HEADING "BOND INSURANCE" AND "APPENDIX G - SPECIMEN MUNICIPAL BOND INSURANCE POLICY."]

THE ORDER AND PLACEMENT OF MATERIALS IN THIS OFFICIAL STATEMENT, INCLUDING THE APPENDICES, ARE NOT TO BE DEEMED A DETERMINATION OF RELEVANCE, MATERIALITY OR IMPORTANCE, AND THIS OFFICIAL STATEMENT, INCLUDING THE APPENDICES, MUST BE CONSIDERED IN ITS ENTIRETY. THE CAPTIONS AND HEADINGS IN THIS OFFICIAL STATEMENT ARE FOR CONVENIENCE OF REFERENCE ONLY, AND IN NO WAY DEFINE, LIMIT OR DESCRIBE THE SCOPE OR INTENT, OR AFFECT THE MEANING OR CONSTRUCTION, OF ANY PROVISION OR SECTIONS OF THIS OFFICIAL STATEMENT. THE OFFERING OF THE SERIES 2019 BONDS IS MADE ONLY BY MEANS OF THIS OFFICIAL STATEMENT.

[THIS PAGE INTENTIONALLY LEFT BLANK]

TABLE OF CONTENTS

	Page
INTRODUCTION.....	1
The Bank.....	1
Sources of Payment and Security for the Series 2019 Bonds.....	1
Bond Insurance Policy.....	2
Purpose of the Series 2019 Bonds.....	2
Authority for Issuance.....	2
Description of the Series 2019 Bonds.....	2
Tax Matters.....	3
Professionals Involved in the Offering.....	3
Offering and Delivery of the Series 2019 Bonds.....	3
Risks to the Owners of the Series 2019 Bonds.....	4
Other Information.....	4
Format of Official Statement.....	4
SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2019 BONDS.....	5
General.....	5
The City and the City Bond.....	5
Provisions for Payment of the City Bond.....	5
RISKS TO THE OWNERS OF THE SERIES 2019 BONDS.....	6
General.....	6
City Bond.....	6
Tax Covenants.....	6
Remedies; Litigation; Bankruptcy.....	6
Failure to Compel the Levy of Taxes on the City Bond.....	8
DESCRIPTION OF THE SERIES 2019 BONDS.....	8
General Description.....	8
Book-Entry-Only System.....	9
Redemption.....	11
APPLICATION OF THE PROCEEDS OF THE SERIES 2019 BONDS.....	12
DEBT SERVICE REQUIREMENTS FOR THE SERIES 2019 BONDS.....	13
THE MISSISSIPPI DEVELOPMENT BANK.....	13
General.....	13
Organization and Membership of the Bank.....	14
Prior Bonds of Bank.....	14
PURCHASE OF THE CITY BOND.....	14
General.....	14
City Project.....	15
FUNDS AND ACCOUNTS.....	15
Creation of Funds and Accounts.....	15
Deposit of Net Proceeds of the Series 2019 Bonds and Other Receipts.....	15
OPERATION OF FUNDS AND ACCOUNTS.....	16
General Fund.....	16
Rebate Fund.....	16
Amounts Remaining in Funds.....	17
Investment of Funds.....	17
THE INDENTURE.....	18
Provisions for Issuance of Refunding Bonds.....	18
Mutilated, Lost, Stolen or Destroyed Bonds.....	18
Registration, Transfer and Exchange of Bonds; Persons Treated as Owners.....	19
Nonpresentment of Bonds.....	19
Other Obligations Payable from Revenues.....	20
Limitations on Obligations of Bank.....	20
Payment of Debt Service.....	20

Performance of Covenants; Bank.....	21
Discharge of Indenture	21
Defaults; Events of Default	22
Remedies; Rights of Bondholders	23
Rights of Bondholders to Direct Proceedings	24
Application of Moneys	24
Remedies Vested in the Trustee	25
Rights and Remedies of Bondholders	25
Termination of Proceedings.....	25
Waivers of Events of Default	26
Supplemental Indentures not Requiring Consent of Bondholders	26
Supplemental Indentures Requiring Consent of Bondholders	27
THE SERIES 2019 BONDS AS LEGAL INVESTMENTS	27
LITIGATION	27
TAX MATTERS	28
General	28
Original Issue Premium Bonds	29
Original Issue Discount Bonds	29
Backup Withholding.....	30
Changes in Federal and State Tax Law	30
LEGAL MATTERS	30
BOND INSURANCE.....	31
[to come]	31
CONTINUING DISCLOSURE	31
RATING	31
UNDERWRITING	32
MUNICIPAL ADVISOR	32
VALIDATION.....	32
MISCELLANEOUS.....	32
APPENDIX A - Information Concerning the City	
APPENDIX B - Financial Information Concerning the City	
APPENDIX C - Information Concerning the City Bond Resolution and the City Bond	
APPENDIX D - Form of Opinion of Bond Counsel	
APPENDIX E - Definitions	
APPENDIX F - Form of Continuing Disclosure Agreement	
APPENDIX G - [Specimen Municipal Bond Insurance Policy]	

OFFICIAL STATEMENT

\$6,500,000*

**MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS, SERIES 2019
(CITY OF BAY ST. LOUIS, MISSISSIPPI PUBLIC IMPROVEMENT
GENERAL OBLIGATION BOND PROJECT)**

INTRODUCTION

The purpose of this Official Statement, including its Appendices, is to set forth certain information concerning the sale and issuance by the Mississippi Development Bank (the "Bank") of its Special Obligation Bonds, Series 2019 (City of Bay St. Louis, Mississippi General Obligation Bond Project) (the "Series 2019 Bonds") issued in the aggregate principal amount of \$6,500,000*.

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page, the inside front cover and all appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the Series 2019 Bonds to potential investors is made only by means of the entire Official Statement. Capitalized terms used and not defined in this Official Statement are defined in APPENDIX E – DEFINITIONS hereto and in the Indenture.

The Bank

The Bank was established in 1986 as a separate body corporate and politic of the State of Mississippi (the "State") for the public purposes set forth under the provisions of Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "Bank Act"). The Bank is not an agency of the State, is separate from the State in its corporate and sovereign capacity and has no taxing power. The Bank is governed by a Board of Directors composed of nine members.

Pursuant to the Bank Act, the purpose of the Bank is to assist "local governmental units," defined in the Bank Act to be (a) any county, municipality, utility district, regional solid waste authority, county cooperative service district or political subdivision of the State, (b) the State or any agency thereof, (c) the institutions of higher learning of the State, (d) any education building corporation established for institutions of higher learning, or (e) any other governmental unit created under state law, through programs of purchasing the bonds, notes or evidences of indebtedness of such local governmental units under agreements between such local governmental units and the Bank. The City of Bay St. Louis, Mississippi (the "City"), as further described in APPENDIX A hereto, is such a local governmental unit.

Sources of Payment and Security for the Series 2019 Bonds

The Series 2019 Bonds will be issued by and under and secured by an Indenture of Trust, dated as of _____, 2019 (the "Indenture"), by and between the Bank and _____, _____, as trustee (the "Trustee"). The principal of, premium, if any, and interest on any and all of the Series 2019 Bonds, are payable from those Funds and Accounts of the Bank which, together with the general obligation bond issued by the City and designated as the \$6,500,000* City of Bay St. Louis, Mississippi General Obligation Bond, Series 2019 (the "City Bond"), are pledged pursuant to the Indenture for the benefit of the owners of the Series 2019 Bonds equally and ratably without priority. The full faith, credit and taxing power of the State is not pledged to the payment of the principal of, premium, if any, and interest on any of the Series 2019 Bonds. The Series 2019 Bonds are not a debt, liability, loan of the credit or pledge of the full faith and credit, or moral obligation of the Bank, the State or of any political

* Preliminary, subject to change.

subdivision thereof other than the City. The Bank has no taxing power and has only those powers and sources of revenue set forth in the Bank Act. The Series 2019 Bonds are issued and secured separately from any other obligations issued by the Bank.

The City Bond securing the Series 2019 Bonds is, however, a general obligation of the City, secured by the full faith, credit and taxing power of the City.

The Series 2019 Bonds are secured by the pledge of the Trust Estate established under the Indenture (the "Trust Estate"), defined to be (a) cash and securities in the Funds and Accounts established by the Indenture (except the Rebate Fund, as described herein) and the investment earnings thereon and all proceeds thereof, (b) the City Bond, the payments thereunder, the earnings thereon and the proceeds thereof, and (c) all Funds and Accounts hereinafter pledged to the Trustee as security for the Series 2019 Bonds by the Bank. All Series 2019 Bonds will be secured equally and ratably by all of the foregoing. The sources of payment for the Series 2019 Bonds are further described under the caption "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2019 BONDS" herein and APPENDIX C hereto.

The principal of and interest on the City Bond are payable out of City revenues as explained more fully below. The City Bond is being issued pursuant to Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "City Bond Act" and together with the Bank Act, the "Act"). The City Bond is scheduled to be purchased by the Bank with the proceeds of the Series 2019 Bonds. The sources of payment for the City Bond are further described under the caption "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2019 BONDS" herein and APPENDIX C hereto.

Bond Insurance Policy

Concurrently with the issuance of the Series 2019 Bonds, _____ (the "Bond Insurer") will issue its Municipal Bond Insurance Policy for the Series 2019 Bonds (the "Bond Insurance Policy"). The Bond Insurance Policy guarantees the scheduled payment of principal of and interest on the Series 2019 Bonds when due as set forth in the form of the Bond Insurance Policy included as APPENDIX G to this Official Statement. See "BOND INSURANCE" and "APPENDIX G - SPECIMEN MUNICIPAL BOND INSURANCE POLICY."

Purpose of the Series 2019 Bonds

The Series 2019 Bonds are being issued to provide funds (a) to purchase the City Bond; (b) to pay capitalized interest on the Series 2019 Bonds, and (c) to pay the Costs of Issuance of the Series 2019 Bonds and the City Bond (collectively, the "Project"). See "PURCHASE OF THE CITY BOND – City Project" for a more detailed description of the use of the proceeds of the City Bond.

Authority for Issuance

The Series 2019 Bonds are issued pursuant to the provisions of the Act and the Indenture.

Description of the Series 2019 Bonds

Redemption. The Series 2019 Bonds (or any portions thereof in integral multiples of \$5,000 each) which mature on or after _____, _____ are subject to optional redemption prior to their stated date of maturity in whole or in part, in principal amounts and maturities as selected by the Bank on any date on or after _____, _____, at par, plus accrued interest to the date of redemption thereof. Selection of the Series 2019 Bonds to be redeemed within a maturity will be made by lot by the Trustee.

The Series 2019 Bonds are also subject to mandatory sinking fund redemption, in part, as more particularly described under the caption "DESCRIPTION OF THE SERIES 2019 BONDS – Redemption" herein.

Denominations. The Series 2019 Bonds will be issued in denominations of \$5,000 or any integral multiple thereof.

Registration, Transfers and Exchanges. The Series 2019 Bonds will be issued only as fully registered bonds and, when issued, will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). Purchases of beneficial interests in the Series 2019 Bonds will be made in book-entry-only form. Purchasers of beneficial interests in the Series 2019 Bonds will not receive physical delivery of certificates representing their respective interests in the Series 2019 Bonds.

Payments. Interest on the Series 2019 Bonds is payable on _____ and September 1 of each year, commencing _____, 2020. So long as DTC or its nominee is the Registered Owner of the Series 2019 Bonds, interest, together with the principal of and premium, if any, on the Series 2019 Bonds will be paid directly to DTC by the Trustee. The final disbursement of such payments to a Beneficial Owner of the Series 2019 Bonds will be the responsibility of the DTC Participants and the Indirect Participants, as described herein under the caption "DESCRIPTION OF THE SERIES 2019 BONDS -- Book-Entry-Only System."

For a more complete description of the Series 2019 Bonds and the basic documentation pursuant to which the Series 2019 Bonds are being issued, see the captions "DESCRIPTION OF THE SERIES 2019 BONDS," "FUNDS AND ACCOUNTS" and "OPERATION OF FUNDS AND ACCOUNTS" in this Official Statement.

Tax Matters

In the opinion of Butler Snow LLP, Gulfport, Mississippi ("Bond Counsel"), under existing laws, regulations, rulings, and judicial decisions, interest on the Series 2019 Bonds is excludable from gross income for federal tax purposes, with such exclusion conditioned upon continuing compliance with certain tax covenants of the Bank and the City, and under existing laws, regulations, rulings, and judicial decisions, interest on the Series 2019 Bonds is exempt from all income taxation in the State. Interest on the Series 2019 Bonds is not a specific preference item for purposes of federal alternative minimum taxes. For a more complete description of such opinion and certain other tax consequences incident to the ownership of the Series 2019 Bonds, see the captions "TAX MATTERS" herein. Also, see "APPENDIX D" for the proposed form of opinion of Bond Counsel.

Professionals Involved in the Offering

_____, _____, will act as Trustee under the Indenture for the Series 2019 Bonds. Municipal Advisors of Mississippi, Inc., Madison, Mississippi, is employed as the independent registered municipal advisor to the City with respect to the Series 2019 Bonds and the City Bond. Certain proceedings in connection with the issuance of the Series 2019 Bonds are subject to the approval of Bond Counsel. Certain legal matters will be passed upon for the Bank by Balch & Bingham, LLP, Jackson, Mississippi. Certain legal matters will be passed upon for the City by its counsel, Butler Snow LLP, Gulfport, Mississippi. See the captions "LEGAL MATTERS" and "MUNICIPAL ADVISOR" in this Official Statement.

Offering and Delivery of the Series 2019 Bonds

Crews & Associates, Inc., Little Rock, Arkansas (the "Underwriter") has agreed to purchase all of the Series 2019 Bonds subject to certain conditions set forth in a bond purchase agreement by and among the Underwriter, the Bank and the City (the "Bond Purchase Agreement"). The Series 2019 Bonds are expected to be available in definitive form for delivery in New York, New York on or about _____.

Risks to the Owners of the Series 2019 Bonds

There are certain risks involved in the ownership of the Series 2019 Bonds which should be considered by prospective purchasers. The ability of the Bank to pay principal of, premium, if any, and interest on the Series 2019 Bonds depends upon the receipt by the Bank of payments of principal (and premium, if any) and interest on the City Bond (the "City Bond Payments") from the City. There can be no representation or assurance that the City will levy a tax sufficient to make the required City Bond Payments. See the caption "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2019 BONDS" herein. Failure of the Bank and/or the City to comply with certain tax covenants may also adversely affect the exempt status of the interest on all of the Series 2019 Bonds. See the caption "RISKS TO THE OWNERS OF THE SERIES 2019 BONDS" in this Official Statement.

Other Information

This Official Statement speaks only as of its date, and certain information contained herein is subject to change.

Copies of other documents and information are available, upon request, and upon payment to the Bank of a charge for copying, mailing and handling, from E. F. Mitcham, Jr., Executive Director, Mississippi Development Bank, 735 Riverside Drive, Suite 300, Jackson, Mississippi 39202, telephone (601) 355-6232.

NO DEALER, BROKER, SALESMAN OR OTHER PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS OFFICIAL STATEMENT; AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON. THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY, AND THERE SHALL NOT BE ANY SALE OF THE SERIES 2019 BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE. THE INFORMATION SET FORTH HEREIN HAS BEEN OBTAINED FROM THE BANK, THE CITY, DTC, THE BOND INSURER AND OTHER SOURCES WHICH ARE BELIEVED TO BE RELIABLE, BUT IT IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE, AND NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE BANK OR THE CITY SINCE THE DATE HEREOF.

THE SERIES 2019 BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED.

Format of Official Statement

There follows in this Official Statement a description of the security and sources of payment for the Series 2019 Bonds, the City Project, the Bank, and summaries of certain provisions of the Series 2019 Bonds, the Indenture, and certain provisions of the Act. All discussions of the Act and the Indenture are qualified in their entirety by reference to the Act and the Indenture, copies of which are available from the Bank, and all discussions of the Series 2019 Bonds are qualified in their entirety by reference to the definitive form and the information with respect to the Series 2019 Bonds contained in the Indenture.

Certain information relating to the City is set forth in APPENDIX A - INFORMATION CONCERNING THE CITY; certain financial information relating to the City is set forth in APPENDIX B - FINANCIAL INFORMATION CONCERNING THE CITY; certain information concerning the City Bond Resolution and the City Bond are set forth in APPENDIX C - INFORMATION CONCERNING THE CITY BOND RESOLUTION AND THE CITY BOND; the proposed form of opinion of Bond Counsel with respect to the Series 2019 Bonds is set forth in APPENDIX D - FORM OF OPINION OF BOND COUNSEL; certain definitions of certain terms used in this Official Statement are set forth in APPENDIX E - DEFINITIONS; the form of the continuing disclosure agreement of the City is set forth in APPENDIX F -

FORM OF CONTINUING DISCLOSURE AGREEMENT; and a specimen of the Bond Insurance Policy is set forth in [APPENDIX G – SPECIMEN MUNICIPAL BOND INSURANCE POLICY]. Each of the Appendices to this Official Statement is an integral part of this Official Statement and should be read in its entirety by any and all owners or prospective owners of the Series 2019 Bonds.

SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2019 BONDS

General

The Series 2019 Bonds are payable only out of the Trust Estate. The Indenture creates a continuing pledge of and lien upon the Trust Estate to secure the full and final payment of the principal of, premium, if any, and interest on all of the Series 2019 Bonds. The Series 2019 Bonds do not constitute a debt, liability or loan of the credit of the Bank, the State or any political subdivision thereof under the constitution of the State or a pledge of the full faith, credit and taxing power or moral obligation of the Bank, the State or any political subdivision thereof other than the City. The Bank has no taxing power. The City Bond securing the Series 2019 Bonds is, however, a general obligation of the City, secured by the full faith, credit and taxing power of the City. The sources of payment of, and security for, the Series 2019 Bonds are more fully described below.

Under the Indenture, the Series 2019 Bonds are secured by a pledge to the Trustee of the City Bond and all City Bond Payments, as described herein. In addition, the Indenture pledges to the payment of the Series 2019 Bonds all proceeds of the Trust Estate, including without limitation all cash and securities held in the Funds and Accounts created by the Indenture, except for the Rebate Fund, together with investment earnings thereon and proceeds thereof (except to the extent transferred to the Rebate Fund or from such Funds and Accounts under the Indenture), and all other funds, accounts and moneys pledged by the Bank to the Trustee as security under the Indenture, to the extent of any such pledge.

The City and the City Bond

From the proceeds of the Series 2019 Bonds, the Bank intends to purchase from the City and, upon purchase, will pledge to the Trustee the City Bond as described in APPENDIX C. See “PURCHASE OF THE CITY BOND” herein.

Provisions for Payment of the City Bond

The City Bond securing the Series 2019 Bonds is a general obligation of the City, secured by the full faith, credit and taxing power of the City. The issuance of the City Bond has been authorized by a resolution (the “City Bond Resolution”) adopted by the Mayor and City Council of the City (the “Governing Body”) pursuant to the Act on January 15, 2019. Under the City Bond Resolution, the City is unconditionally obligated to make payments secured by the full faith, credit and taxing power of the City in an aggregate amount sufficient, with any other funds legally available therefor, for the payment in full of the principal of, premium, if any, and interest on all Series 2019 Bonds issued and Outstanding under the Indenture to the date of payment thereof and certain costs, expenses and charges of the Bank and the Trustee.

In the City Bond Resolution, the City covenants to levy a direct, continuing special tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of, premium, if any, and the interest on the City Bond. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to time, rate or amount; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the City on or prior to September 1 of that year has transferred money to the bond fund for the City Bond, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the City Bond Resolution. The avails of said tax are irrevocably pledged in the City Bond Resolution for the

payment of the principal of, premium, if any, and interest on the City Bond as the same shall mature and accrue.

The City Bond will never, within the meaning of any constitutional or statutory limitation, be a debt, liability or obligation of the Bank, the State or any political subdivision of the State, other than the City, and neither the full faith and credit nor taxing power or moral obligation of the State or any political subdivision thereof, other than the City, is pledged to the payment of the principal, premium, if any, and interest on the City Bond. The City Bond securing the Series 2019 Bonds is a general obligation of the City, secured by the full faith, credit and taxing power of the City. The City Bond issued under the City Bond Resolution shall be issued for the purposes of providing funds to finance a portion of the costs of the City Project and to pay related Costs of Issuance of the Series 2019 Bonds and the City Bond. See APPENDIX C – INFORMATION CONCERNING THE CITY BOND RESOLUTION AND THE CITY BOND for further description of the City Bond.

RISKS TO THE OWNERS OF THE SERIES 2019 BONDS

General

The Series 2019 Bonds will be payable solely from the payments to be made by the Bank under the Indenture. Pursuant to the Indenture, such payments are limited to City Bond Payments payable by the City on the City Bond pursuant to the City Bond Resolution. No reserve fund is created in the Indenture or the City Bond Resolution to pay debt service on the Series 2019 Bonds or the City Bond. Purchasers of the Series 2019 Bonds are advised of certain risk factors with respect to the City Bond.

In addition, purchasers of the Series 2019 Bonds are advised of certain additional information in connection with the City as set forth in APPENDIX A and APPENDIX B.

City Bond

The ability of the Bank to pay the principal of, premium, if any, and interest on the Series 2019 Bonds depends upon the receipt by the Bank of City Bond Payments from the City which is obligated under the City Bond Resolution to make such payments to the Bank. There is no Fund or Account established by the Indenture which is required to contain amounts to make up for any deficiencies in the event of one or more “defaults” by the City in making the City Bond Payments, and there is no source from which the General Fund will be replenished except the City Bond Payments and investment income on moneys in the Funds and Accounts.

Tax Covenants

The Bank has covenanted under the Indenture that it will comply with certain requirements under the Internal Revenue Code of 1986, as amended (the “Code”) to ensure continuing exclusion from gross income for federal income tax purposes of interest on the Series 2019 Bonds. Failure by the Bank to comply with such covenants could cause the interest on the Series 2019 Bonds to be taxable retroactive to the date of issuance of the Series 2019 Bonds. Further, the City has covenanted in the City Bond Resolution that it will comply with certain requirements under the Code to ensure continuing exclusion from gross income for federal income tax purposes of interest on the Series 2019 Bonds. Failure by the City to comply with such requirements could cause the interest on the Series 2019 Bonds to be taxable retroactive to the date of issuance of the Series 2019 Bonds. See also “TAX MATTERS” herein.

Remedies; Litigation; Bankruptcy

The remedies available to the Trustee, to the Bank or to the owners of the Series 2019 Bonds upon an “event of default” under the Indenture or under the terms of the City Bond purchased by the Bank are in many respects dependent upon judicial actions which are often subject to discretion and delay.

The City is a “Municipality” as that term is defined in Title 11 of the United States Code (the “Bankruptcy Code”). Section 109(c) of the Bankruptcy Code prescribes the conditions and circumstances

under which a Municipality may file a petition for relief under the Bankruptcy Code. As a debtor, a Municipality may only file for relief pursuant to Chapter 9 of the Bankruptcy Code ("Chapter 9"). Pursuant to Section 303(a) of the Bankruptcy Code, no creditor or judgment holder of a Municipality may file a Chapter 9 petition on behalf of a Municipality.

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

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

In order to obtain specific authority from the State Legislature to file for relief pursuant to Chapter 9, a Municipality would have to request both houses of the State Legislature during the annual session of the State Legislature or a special session of the State Legislature called for such purpose to approve a bill authorizing the Municipality to file for relief pursuant to Chapter 9 and such bill would have to be signed into law by the Governor of the State. There is no appeal process or any other proceeding under current State law that the Municipality may pursue if such requested specific authority is not granted by the State Legislature.

In the event the City were to become a debtor under the Bankruptcy Code, payments under the City Bond may be stayed or under certain circumstances may be subject to avoidance or disgorgement and the interest of the Trustee in such payments may not extend to payments required after the commencement of such bankruptcy case or within 90 days prior thereto. Under existing constitutional and statutory law and judicial decisions, including the Bankruptcy Code, the remedies provided in the Indenture and the City Bond Resolution may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2019 Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally (regardless of whether such enforceability is considered in a proceeding in equity or in law), by general principles of equity (regardless of whether such proceeding is considered in a proceeding in equity or at law) and by the valid exercise of the constitutional powers of the State and the United States of America.

Furthermore, if a bankruptcy court concludes that the Trustee has "adequate protection," it may enter orders affecting the security of the Trustee, including orders providing for the substitution, subordination and sale of the security of the Trustee. In addition, a reorganization plan may be adopted even though it has not been accepted by the Trustee if the Trustee is provided with the benefit of its original lien or the "indubitable equivalent." Thus, in the event of the bankruptcy of the City, the amount realized by the Trustee may depend on the bankruptcy court's interpretation of "indubitable equivalent" and "adequate protection" under the then existing circumstances. The bankruptcy court may also have the power to invalidate certain provisions of the City Bond Resolution and the City Bond or related documents that make bankruptcy and related proceedings by the City an event of default thereunder. All of these events would adversely affect the payment of debt service on the Series 2019 Bonds.

The pledge of the full faith and credit and taxing power of the City for payment of the City Bond granted by the Governing Body in the City Bond Resolution may be limited by a number of factors, including the ability to collect levied taxes. Under current law, such a pledge and assignment as attempted to be effected by the City Bond Resolution may be further limited by the following: (a) statutory

liens; (b) rights arising in favor of the United States of America or any agency thereof; (c) prohibitions against assignment set forth in federal statutes; (d) constructive trusts, equitable liens or other rights which might be impressed or conferred by any state or federal court in the exercise of equitable jurisdiction; (e) the Bankruptcy Code affecting taxes and other revenues of the City received within 90 days preceding and after any effectual institution of bankruptcy, liquidation or reorganization proceedings by or against the City; (f) rights of third parties in revenues converted to cash and not in the possession of the Trustee; and (g) sales, liens and/or pledges made by the City. If an "event of default" does occur, it is uncertain that the Trustee could successfully obtain an adequate remedy at law or in equity.

Failure to Compel the Levy of Taxes on the City Bond

The City Bond will be a general obligation of the City payable as to principal, premium, if any, and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to rate or amount upon the taxable property within the geographical limits of the City. The City has agreed to levy annually a special tax upon all taxable property within the geographical limits of the City adequate and sufficient to provide for the payment of the principal of, premium, if any, and the interest on the City Bond as the same falls due.

The qualified electors of the State voted in a general election held on November 7, 1995, to amend the Mississippi Constitution of 1890 (the "Constitution") to add the following new Section 172A (the "Amendment"):

SECTION 172A. Neither the Supreme Court nor any inferior court of this state shall have the power to instruct or order the state or any political subdivision thereof, or an official of the state or any political subdivision, to levy or increase taxes.

The Amendment does not affect the underlying obligation to pay the principal of and interest on the City Bond as it matures and becomes due, nor does it affect the obligation to levy a tax sufficient to accomplish that purpose. However, even though it appears that the Amendment was not intended to affect remedies of a holder of the City Bond in the event of a payment default, it potentially prevents such holder from obtaining a writ of mandamus to compel the levying of taxes to pay the principal of and interest on the City Bond in a State court. It is not certain whether the Amendment would affect the right of a federal court to direct the levy of a tax to satisfy a contractual obligation. Other effective remedies are available to the holder of the City Bond in the event of a payment default with respect to the City Bond. For example, such holder can seek a writ of mandamus to compel the City to use any legally available moneys to pay the debt service on the City Bond; and if such writ of mandamus is issued and public officials fail to comply with such writ, then such public officials may be held in contempt of court. In addition, pursuant to Section 175 of the Constitution, all public officials who are guilty of willful neglect of duty may be removed from office.

DESCRIPTION OF THE SERIES 2019 BONDS

General Description

The Series 2019 Bonds are issuable under the Indenture as fully registered bonds. When issued, the Series 2019 Bonds will be registered in the name of and held by Cede & Co., as nominee for DTC. Purchases of beneficial interests from DTC in the Series 2019 Bonds will be made in book-entry-only form (without certificates) in the denomination of \$5,000 or any integral multiple thereof. See "DESCRIPTION OF THE SERIES 2019 BONDS - Book-Entry-Only System" herein.

The Series 2019 Bonds will mature in the amounts and on the dates, and bear interest at the rates per annum, set forth on the inside cover page of this Official Statement. Interest on the Series 2019 Bonds will be payable semiannually on _____ 1 and _____ 1 of each year, commencing _____ 1, 2020 (each, an "Interest Payment Date"). Interest will be calculated on the basis of a 360-day year consisting of 12 thirty-day months.

Each Series 2019 Bond will be dated the date of delivery thereof. If any Series 2019 Bond is authenticated on or prior to _____ 1, 2019, it will bear interest from the initial date of delivery thereof. Each Series 2019 Bond authenticated after _____ 1, 2019, will bear interest from the most recent Interest Payment Date on or prior to the date of authentication of such Series 2019 Bond, unless such Series 2019 Bond is authenticated after the fifteenth day of the calendar month preceding an Interest Payment Date (the "Record Date") and on or prior to the next following Interest Payment Date, in which case such Series 2019 Bond will bear interest from such following Interest Payment Date.

The principal of the Series 2019 Bonds will be payable upon maturity at the corporate trust office of the Trustee in _____, Mississippi, and interest on the Series 2019 Bonds will be paid by check of the Trustee dated the due date and mailed or delivered on or before the Business Day prior to each Interest Payment Date to the Registered Owners of record as of the close of business on the most recent Record Date or, at the written election of the Registered Owner of \$1,000,000 or more in aggregate principal amount of Series 2019 Bonds delivered to the Trustee at least one Business Day prior to the Record Date for which such election will be effective, by wire transfer to such Registered Owner or by deposit into the account of such Registered Owner if such account is maintained by the Trustee.

So long as DTC or its nominee is the Registered Owner of the Series 2019 Bonds, payments of the principal of, premium, if any, and interest on the Series 2019 Bonds will be made directly by the Trustee by wire transfer of funds to Cede & Co., as nominee for DTC. Disbursement of such payments to Direct Participants will be the sole responsibility of DTC, and the ultimate disbursement of such payments to the Beneficial Owners of the Series 2019 Bonds will be the responsibility of the Direct Participants and the Indirect Participants.

Book-Entry-Only System

The Bank has determined that it will be beneficial to have the Series 2019 Bonds held by a central depository system and to have transfers of the Series 2019 Bonds affected by book-entry on the books of DTC as such central depository system. Accordingly, Beneficial Ownership interests in the Series 2019 Bonds will be available in book-entry-only form, in the principal amount of \$5,000 or integral multiples thereof. Purchasers of Beneficial Ownership interests in the Series 2019 Bonds (the "Beneficial Owners") will not receive certificates representing their interests in the Series 2019 Bonds purchased.

The information provided under this caption has been provided by DTC. No representation is made by the Bank, the Underwriter or the Trustee as to the accuracy or adequacy of such information, or as to the absence of material adverse changes in such information subsequent to the date hereof.

DTC will act as securities depository for the Series 2019 Bonds. The Series 2019 Bonds will be initially issued as fully registered bonds registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by the authorized representative of DTC. One fully-registered certificate for each maturity of the Series 2019 Bonds will be issued for the Series 2019 Bonds in the aggregate principal amount of each such maturity and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York banking law, a "banking organization" within the meaning of the New York banking law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions, in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are

registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Series 2019 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for such Series 2019 Bonds on DTC's records. The ownership interest of each Beneficial Owner is in turn to be recorded on the Direct and Indirect Participants' (together, the "DTC Participants") records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2019 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Series 2019 Bonds, except in the event that use of the book-entry system for the Series 2019 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2019 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2019 Bonds with DTC and their registration in the name of Cede & Co. or such other nominee do not affect any change in Beneficial Ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2019 Bonds. DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2019 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices are to be sent to DTC. If less than all of the Series 2019 Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such Series 2019 Bonds to be redeemed.

Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the Series 2019 Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an "Omnibus Proxy" to the Trustee as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2019 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, principal payments and interest payments on the Series 2019 Bonds will be made to Cede & Co. or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Bank or the Trustee, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name", and will be the responsibility of such Participant and not of DTC nor its nominee, the Trustee, or the Bank subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, principal payments and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Bank or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2019 Bonds at any time by giving reasonable notice to the Bank or the Trustee. Under such circumstances, and in the event that a successor depository is not obtained, Series 2019 Bond certificates are required to be printed and delivered.

In addition, the Bank may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Series 2019 Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Bank and the Underwriter believe to be reliable, but the Bank and the Underwriter take no responsibility for the accuracy thereof.

So long as Cede & Co. is the registered holder of the Series 2019 Bonds as nominee of DTC, references herein to the Holders, holders, or registered owners of the Series 2019 Bonds mean Cede & Co. and not the Beneficial Owners of the Series 2019 Bonds.

THE BANK, THE TRUSTEE AND THE UNDERWRITER CANNOT AND DO NOT GIVE ANY ASSURANCES THAT THE DIRECT PARTICIPANTS OR THE INDIRECT PARTICIPANTS WILL DISTRIBUTE TO THE BENEFICIAL OWNERS OF THE SERIES 2019 BONDS (A) PAYMENTS OF PRINCIPAL OF OR INTEREST OR REDEMPTION PREMIUM, IF ANY, ON THE SERIES 2019 BONDS; (B) CERTIFICATES REPRESENTING AN OWNERSHIP INTEREST OR OTHER CONFIRMATION OF BENEFICIAL OWNERSHIP INTERESTS IN THE SERIES 2019 BONDS; OR (C) REDEMPTION OR OTHER NOTICES SENT TO DTC OR CEDE & CO., ITS NOMINEE, AS THE REGISTERED OWNERS OF THE SERIES 2019 BONDS, OR THAT THEY WILL DO SO ON A TIMELY BASIS OR THAT DTC OR DIRECT OR INDIRECT PARTICIPANTS WILL SERVE AND ACT IN THE MANNER DESCRIBED IN THIS OFFICIAL STATEMENT. THE CURRENT "RULES" APPLICABLE TO DTC ARE ON FILE WITH THE SECURITIES AND EXCHANGE COMMISSION AND THE CURRENT "PROCEDURES" OF DTC TO BE FOLLOWED IN DEALING WITH DTC PARTICIPANTS ARE ON FILE WITH DTC.

NEITHER THE BANK, THE TRUSTEE NOR THE UNDERWRITER WILL HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO SUCH DTC PARTICIPANTS OR THE BENEFICIAL OWNERS WITH RESPECT TO (A) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (B) THE PAYMENT BY ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL AMOUNT OF OR INTEREST OR REDEMPTION PREMIUM, IF ANY, ON THE SERIES 2019 BONDS; (C) THE DELIVERY BY ANY DTC PARTICIPANT OF ANY NOTICE TO ANY BENEFICIAL OWNER WHICH IS REQUIRED OR PERMITTED UNDER THE TERMS OF THE INDENTURE TO BE GIVEN TO BONDHOLDERS; (D) THE SELECTION OF THE BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE SERIES 2019 BONDS; OR (E) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS BONDHOLDER.

Redemption

Redemption Generally. If the City directs the Bank to redeem the Series 2019 Bonds in accordance with Section 9 of the City Bond Resolution, the Bank has agreed under the Indenture to accept redemption and to redeem the Series 2019 Bonds in accordance with the Indenture.

Optional Redemption. The Series 2019 Bonds (or any portions thereof in integral multiples of \$5,000 each) which mature on or after _____, _____ are subject to optional redemption prior to their stated date of maturity in whole or in part, in principal amounts and maturities as selected by the Bank on any date on or after _____, _____, at par, plus accrued interest to the date of redemption thereof. Under the Indenture, selection of the Series 2019 Bonds to be redeemed within a maturity will be made by lot by the Trustee.

Mandatory Sinking Fund Redemption*. The Series 2019 Bonds maturing on _____, 20____ are term bonds subject to mandatory sinking fund redemption prior to their scheduled maturity on _____ of the years listed below at a redemption price of 100% of the principal amount redeemed plus accrued interest to the redemption date from amounts on deposit in the General Account of the General Fund in accordance with the following schedule:

Year	Principal Amount
------	------------------

*

*Final Maturity.

Notice of Redemption. Notice of the call for any optional redemption, identifying the Series 2019 Bonds (or any portions thereof in integral multiples of \$5,000 each) to be redeemed (which may be a conditional notice of redemption), will be given by the Trustee at least 30 days but not more than 45 days prior to the date fixed for redemption by mailing a copy of the redemption notice by registered or certified mail to the registered owner of each Series 2019 Bond to be redeemed at the address shown on the registration records of the Bank. Failure to mail such notice to any particular owner of Series 2019 Bonds, or any defect in the notice mailed to any such owner of Series 2019 Bonds, will not affect the validity of the call for the redemption of any other Series 2019 Bonds. No notice of redemption shall be required for Series 2019 Bonds subject to mandatory sinking fund redemption.

Redemption Payments. After the redemption date, if proper notice of redemption by mailing has been given and sufficient funds have been deposited with the Trustee, interest will cease to accrue on the Series 2019 Bonds that have been called.

APPLICATION OF THE PROCEEDS OF THE SERIES 2019 BONDS

Estimated Sources of Funds

Par Amount of Bonds	\$6,500,000.00*
Plus Net Original Issue Premium	
Total Sources of Funds	

Estimated Uses of Funds

Deposit to the General Fund, Purchase Account for purchase of the City Bond	
Deposit to the General Fund, Bond Issuance Expense Account for payment of Costs of Issuance**	
Deposit to the General Fund, General Account for payment of capitalized interest	
Total Uses of Funds	

** Includes payments for Costs of Issuance, which include but are not limited to, legal fees and expenses, financial advisory fees and expenses, the Underwriter's Discount paid directly to the Underwriter and the premium for the Bond Insurance Policy paid directly to the Bond Insurer.

* Preliminary, subject to change.

* Preliminary, subject to change.

DEBT SERVICE REQUIREMENTS FOR THE SERIES 2019 BONDS

The following table sets forth the estimated annual principal and interest requirements on the Series 2019 Bonds:

Fiscal Year	Principal	Interest ¹	Total Debt Service on the Series 2019 Bonds
----------------	-----------	-----------------------	---

TOTAL

¹ Calculated based on interest rates set forth on the cover page hereof.

THE MISSISSIPPI DEVELOPMENT BANK

General

The Bank was created in 1986 and is organized and existing under and by virtue of the Bank Act as a separate body corporate and politic for the public purposes set forth in the Bank Act. The Bank is not an agency of the State is separate from the State in its corporate and sovereign capacity and has no taxing power.

The purpose of the Bank is to foster and promote, in accordance with the Bank Act, the provision of adequate markets and facilities for the borrowing of funds for public purposes and purposes of (a) any county, municipality, utility district, regional solid waste authority, county cooperative service district or political subdivision of the State, (b) the State, or any agency thereof, (c) the institutions of higher learning of the State, (d) any education building corporation established for institutions of higher learning, or (e) any other governmental unit created under State law, including the City.

THE FULL FAITH AND CREDIT AND TAXING POWER OF THE STATE ARE NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON ANY OF THE SERIES 2019 BONDS, AND THE SERIES 2019 BONDS ARE NOT A DEBT, LIABILITY, LOAN OF THE CREDIT, MORAL OBLIGATION OR PLEDGE OF THE FULL FAITH, CREDIT AND TAXING POWER OF THE STATE.

Under the Bank Act, the Bank is granted the power to borrow money and issue its bonds in such principal amounts as it shall deem necessary to provide funds to accomplish a public purpose or

purposes of the State provided for under the Bank Act, including the purchasing of securities of local governmental units (as defined in the Bank Act) and the making of loans to such local governmental units (the "Program").

Organization and Membership of the Bank

The Bank is governed by a nine-member Board of Directors. The members of the Board of Directors are elected by the members of the Mississippi Business Finance Corporation ("MBFC") at the time and place fixed by MBFC's bylaws. Appointments are for terms of one year. The members of the Board of Directors are as follows:

NAME	OCCUPATION	TERM*
Carolyn Boteler	Owner, TempStaff	08/01/19 – 7/31/20
Jabari Edwards	Owner, J5 GBL Construction, Co.	08/01/19 – 7/31/20
William L. Freeman, Jr.	Retired Bank President	08/01/19 – 7/31/20
William Griffin	Owner, Griffin & Griffin Exploration, LLC	08/01/19 – 7/31/20
Gary Harkins	Real Estate Developer	08/01/19 – 7/31/20
Joel Horton	Retired Bank President	08/01/19 – 7/31/20
Bobby James	Operations Manager, Atmos Energy	08/01/19 – 7/31/20
William D. Sones	Bank Chairman	08/01/19 – 7/31/20
Mark Wiggins	Retired Business Owner	08/01/19 – 7/31/20

* Members of the Board of Directors of the Bank serve until reappointed or new directors are appointed and approved.

The operations of the Bank are administered by E. F. Mitcham, Jr., the Bank's Executive Director.

Prior Bonds of Bank

The purpose of the Bank is to foster and promote, in accordance with the Bank Act, the provision of adequate markets and facilities for the borrowing of funds for public purposes by any Local Governmental Units. As of _____, 2019, the Bank has previously issued bonds for various purposes totaling in principal approximately \$_____. Of such amount, approximately \$_____ was outstanding as of _____, 2019.

The Bank is presently considering the issuance under the Bank Act of additional special obligation bonds for other purposes authorized under the Bank Act.

The full faith and credit and taxing power of the State and the Bank are not pledged to the payment of the principal of, premium, if any, and interest on any of the bonds issued or planned for issuance by the Bank; and all such bonds are not a debt, liability, loan of the credit or pledge of the full faith and credit and taxing power of the State or the Bank.

PURCHASE OF THE CITY BOND

General

The Bank has determined to purchase the City Bond of the City from the proceeds received upon the issuance of the Series 2019 Bonds. Upon the execution by the City of the City Bond Purchase Agreement with the Bank prior to or as of the date of the approval of the sale of the Series 2019 Bonds, the City will be obligated to sell the City Bond to the Bank in accordance with the requirements of the Act and in accordance with the City Bond Purchase Agreement.

The Bank Act provides that the City Bond purchased by the Bank, upon delivery to the Bank, must be accompanied by all documentation required by the Board of Directors of the Bank, including the approving opinion of Bond Counsel. The Bank will be prepared to cause the purchase price of the City Bond to be paid to the City promptly after the receipt of such proceeds by the Bank. Under the Indenture, any purchase of the City Bond is subject to the receipt by the Trustee of certain documents and opinions as described in Section 2.04 of the Indenture.

City Project

The City will use the proceeds from the sale of the City Bond to the Bank for the purpose of providing funds to pay a portion of the costs of erecting municipal buildings, auditoriums, community centers, and purchasing buildings or land therefor, and for repairing, improving, adorning and equipping the same; establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; protecting a municipality, its streets and sidewalks from overflow, caving banks and other like dangers; constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; purchasing land for parks and public playgrounds, and improving, equipping and adorning the same, including the constructing, repairing and equipping of other recreational facilities; constructing bridges and culverts; constructing, repairing and improving wharves, docks, harbors and appurtenant facilities, and purchasing land therefor; altering or changing the channels of streams and water courses to control, deflect or guide the current thereof; and for related purposes as authorized under sections 21-33-301 et seq. of the Mississippi code of 1972, as amended and supplemented from time to time, including paying for the cost of such borrowing (collectively, the "City Project").

FUNDS AND ACCOUNTS

Creation of Funds and Accounts

The Indenture establishes the following special Funds and Accounts to be held by the Trustee:

General Fund - comprised of the following:

- (a) General Account,
- (b) Purchase Account,
- (c) Redemption Account, and
- (d) Bond Issuance Expense Account.

Rebate Fund.

Deposit of Net Proceeds of the Series 2019 Bonds and Other Receipts

The Trustee will deposit the net proceeds from the sale of the Series 2019 Bonds as follows:

- (a) To the Bond Issuance Expense Account of the General Fund, the amount of \$_____ (which does not include the Underwriter's discount of \$_____ or the Bond Insurance Policy premium of \$_____) to pay a portion of the Costs of Issuance of the Series 2019 Bonds and the City Bond;
- (b) To the General Account of the General Fund, the amount of \$_____ to pay capitalized interest on the Series 2019 Bonds and the City Bond; and
- (c) To the Purchase Account of the General Fund, the sum of \$_____ to be used to purchase the City Bond.

The Trustee will deposit City Bond Payments and other receipts (except the proceeds of the Series 2019 Bonds, interest earnings on any amounts in the Rebate Fund and moneys received by the Bank from the sale of the City Bond) into the General Account of the General Fund based on the amount due under the City Bond.

OPERATION OF FUNDS AND ACCOUNTS

General Fund

General Account. The Trustee will disburse the amounts held in the General Account for the following purposes and, in the event of insufficient funds to make all of such required disbursements, in the following order of priority:

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

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

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

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

Bond Issuance Expense Account. Upon the Trustee's receipt of invoices or requisitions acceptable to the City and the Bank, the Trustee will disburse the amounts held in the Bond Issuance Expense Account for the payment of the Costs of Issuance of the Series 2019 Bonds and the City Bond or to reimburse the Bank or the City for amounts previously advanced for such costs. On the date which is 60 days after the date of issuance of the Series 2019 Bonds, any amounts remaining in the Bond Issuance Expense Account will be transferred to the General Account.

Purchase Account. Upon submission of duly authorized written requisitions of an Authorized Officer of the Bank stating that all requirements for purchases under the Act, the Indenture and the established policies of the Bank have been or will be met, the Trustee will disburse the amounts held in the Purchase Account for the purchase of the City Bond. Upon purchase of the City Bond, the City will provide for the deposit of such funds in the 2019 Construction Fund of the City established under the City Bond Resolution, which fund will be used by the City to finance a portion of the cost of the City Project. Any amounts remaining in the Purchase Account after the purchase of the City Bond shall be transferred to the General Account.

Redemption Account. The Trustee will deposit in the Redemption Account all moneys received upon the sale or redemption prior to maturity of the City Bond or otherwise received under the Indenture, and will disburse the funds in the Redemption Account to redeem Series 2019 Bonds of such maturity or maturities as directed by an Authorized Officer if such Bonds are then subject to redemption.

Rebate Fund

Upon the direction of the Bank and in accordance with the Tax Certificate, the Trustee will deposit amounts for the benefit of the Bank from the General Account in the General Fund or otherwise into the

Rebate Fund and will deposit into the Rebate Fund all income from investments in the Rebate Fund. In the event and to the extent that amounts in the Rebate Fund exceed the amounts required to be rebated to the United States of America, the Trustee will transfer such excess amounts to the General Account in the General Fund upon the direction of the Bank in accordance with the Tax Certificate.

Not later than 60 days after _____, 2024, and at intervals of every five years thereafter, upon the written request of the Bank, the Trustee will pay to the United States of America 100% of the amount required to be paid to the United States of America as of such payment date provided that direction from the Bank for transfer of such amount to the Rebate Fund has been previously received by the Trustee pursuant to the provisions of Section 6.09(b) of the Indenture, and further provided that funds were available in the General Account of the General Fund to fund 100% of the amount required to be on deposit in the Rebate Fund as of such payment date. Each payment to the United States of America will be accompanied by a statement of the Bank summarizing the determination of the amount of such payment, together with copies of any reports originally filed with the Internal Revenue Service with respect to the Series 2019 Bonds.

With respect to the Rebate Fund, the Bank may direct the Trustee to proceed other than as set forth in the Indenture and described above by delivering to the Trustee amended Tax Certificate accompanied by an Opinion of Bond Counsel to the effect that the provisions of the amended Tax Certificate will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Series 2019 Bonds.

Amounts Remaining in Funds

Any amounts remaining in any Fund or Account after full payment of all of the Series 2019 Bonds outstanding under the Indenture, all required rebates to the United States of America and the fees, charges and expenses of the Trustee, will be distributed to the City, except for any moneys owing to the Bank which shall be paid to such party and except as provided in Section 3.08 of the Indenture.

Investment of Funds

Any moneys held as part of any Fund or Account created under or pursuant to Article VI of the Indenture and the Rebate Fund shall be invested or reinvested by the Trustee as continuously as reasonably possible in such Investment Securities as may be directed by the Bank (such direction to be confirmed in writing). All such investments shall at all times be a part of the Fund or Account in which the moneys used to acquire such investments had been deposited; and, except as provided in Article VI, all income and profits on such investments, other than from moneys on deposit in the Rebate Fund or any Account created thereunder, shall be deposited as received in the General Account of the General Fund for the Funds and Accounts for the Series 2019 Bonds. The Trustee may make any and all such investments through its bond department or through the bond department of any financial institution which is an affiliate of the Trustee and may trade with itself or any of its affiliates in doing so. Moneys in separate Funds and Accounts for the Series 2019 Bonds may not be commingled for the purpose of investment or deposit. Under the Indenture, the Trustee and the Bank agree that all investments, and all instructions of the Bank to the Trustee with respect thereto shall be made in accordance with prudent investment standards reasonably expected to produce the greatest investment yields while seeking to preserve principal without causing any of the Series 2019 Bonds to be arbitrage bonds as defined in Section 148 of the Code. Any investment losses shall be charged to the Fund or Account in which moneys used to purchase such investment had been deposited. For so long as the Trustee is in compliance with the provisions of Section 8.01 of the Indenture, the Trustee shall not be liable for any investment losses. Moneys in any Fund or Account shall be invested in Investment Securities with a maturity date, or a redemption date determined by the owner of the Investment Securities at said owner's option, which shall coincide as nearly as practicable with times at which moneys in such Funds or Accounts will be required for the purposes thereof. The Trustee shall sell and reduce to cash a sufficient amount of such Investments in the respective Fund or Account whenever the cash balance therein is insufficient to pay the amounts contemplated to be paid therefrom at the time those amounts are to be paid. All investment income from the assets held in any Fund or Account, except for the Rebate Fund

and any Accounts created thereunder, will be added to the General Account of the General Fund for the Funds and Accounts for the Series 2019 Bonds.

The Bank (a) has certified in the Indenture to the owners of the Series 2019 Bonds from time to time outstanding that moneys on deposit in any Fund or Account in connection with the Series 2019 Bonds, whether or not such moneys were derived from the proceeds of the sale of the Series 2019 Bonds or from any other sources, are not intended to be used in a manner which will cause the interest on the Series 2019 Bonds to lose the exclusion from gross income for federal income tax purposes; and (b) has covenanted in the Indenture with the owners of the Series 2019 Bonds from time to time outstanding that, so long as any of the Series 2019 Bonds remain outstanding, moneys on deposit in any Fund or Account established in connection with the Series 2019 Bonds, whether or not such moneys were derived from the proceeds of the sale of the Series 2019 Bonds or from any other source, will not be used in any manner which will cause the interest on the Series 2019 Bonds to become subject to federal income taxation.

THE INDENTURE

The following is a summary of certain provisions of the Indenture. This summary does not purport to be comprehensive or definitive. All references herein to the Indenture are qualified in their entirety by reference to such document, a copy of which may be obtained upon written request to the Bank.

Provisions for Issuance of Refunding Bonds

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

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

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

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

(iii) Either (A) monies in an amount sufficient to effect timely payment at the Redemption Price or principal payment amount of the Series 2019 Bonds to be refunded or paid, respectively, together with accrued interest on such Series 2019 Bonds to the redemption or maturity date and all necessary and appropriate fees and expenses of the Trustee, which monies shall be held by the Trustee or an escrow agent approved by the City in a separate account irrevocably in trust for and assigned to the respective owners of the Series 2019 Bonds to be refunded or paid, or (B) Governmental Obligations in such principal amounts, of such maturities, bearing such interest, and otherwise having such terms and qualifications, as shall be necessary to comply with the provisions of Article IX of the Indenture which Governmental Obligations shall be held in trust and used only as provided in said Article.

Mutilated, Lost, Stolen or Destroyed Bonds

If any Bond is mutilated, lost, stolen or destroyed, the Bank shall execute and the Trustee shall authenticate a new Bond or Bonds of the same maturity and denomination, as that mutilated, lost, stolen or destroyed; provided that in the case of any mutilated Bond, it shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Trustee

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

Registration, Transfer and Exchange of Bonds; Persons Treated as Owners

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

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

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

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

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

Nonpresentment of Bonds

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

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

Other Obligations Payable from Revenues

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

Limitations on Obligations of Bank

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

Payment of Debt Service

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

Performance of Covenants; Bank

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

Discharge of Indenture

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

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

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

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

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

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

Any monies so deposited with the Trustee or the Escrow Agent as provided above may at the direction of the Bank also be invested and reinvested in Governmental Obligations, maturing in the

amounts and times as hereinbefore set forth, and all income from all Governmental Obligations in the possession of the Trustee as described hereinabove which is not required for the payment of the Bonds and interest thereon with respect to which such monies shall have been so deposited, shall be deposited in the General Account, as and when and collected for use and application as are other monies deposited in such General Account.

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

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

Defaults; Events of Default

If any of the following events occurs, it is defined as and declared to be and to constitute an "Event of Default" under the Indenture:

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

any of its property is appointed by court order or otherwise takes possession of such property and such order remains in effect or such possession continues for more than 60 days; or

- (i) Default in the due and punctual payment of any interest or principal on the City Bond; or
- (j) There is a default under the City Bond and/or the City Bond Resolution.

Remedies; Rights of Bondholders

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

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

(b) The Trustee may, with the written consent of the Bond Insurer, 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, with the written consent of the Bond Insurer, take such action with respect to the City Bond as the Trustee deems necessary or appropriate and in the best interest of the Bondholders, subject to the terms of the City Bond.

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

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

Upon the occurrence of an Event of Default, (i) if requested to do so by the holders of 25% or more in aggregate principal amount of all Bonds Outstanding and if secured and/or indemnified as provided in the Indenture and after obtaining the prior written consent of the Bond Insurer, (ii) at the direction of the Bond Insurer, or (iii), if secured and/or indemnified as provided in the Indenture, the Trustee shall be obligated to exercise one or more of the rights, remedies and powers conferred by the Indenture as set forth above as the Trustee, being advised by Counsel, shall deem most expedient in the interests of the Bondholders.

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

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

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

Rights of Bondholders to Direct Proceedings

Subject to the provisions of the Indenture, including the rights of the Bond Insurer, the Beneficial Owners of a majority in aggregate principal amount of Bonds Outstanding shall have the right, at any time during the continuance of an Event of Default, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of the Indenture, or for the appointment of a receiver or any other proceedings under the Indenture; provided that such direction shall not be otherwise than in accordance with the provisions of law and of the Indenture.

Application of Moneys

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

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

FIRST - To the payment of any amount owed the United States of America under the Tax Certificate;

SECOND - 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;

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

FOURTH - 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; and

FIFTH – To the payment of amounts owed to the Bond Insurer pursuant to the provisions of the Indenture.

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

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

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

Remedies Vested in the Trustee

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

Rights and Remedies of Bondholders

No owner of any Bond, other than the Bond Insurer, shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of the Indenture or for the execution of any trust of the Indenture or for the appointment of a receiver or any other remedy under the Indenture, unless (a) a Default has occurred, (b) such Default shall have become an Event of Default and the Beneficial Owners of not less than 25% in aggregate principal amount of Bonds Outstanding shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the remedies granted under the Indenture or to institute such action, suit or proceeding in its own name, (c) such Beneficial Owners of Bonds have offered to the Trustee security and/or indemnity as provided in the Indenture, (d) the Bond Insurer is in default under the Bond Insurance Policy, and (e) the Trustee has refused or for 60 days after receipt of such request and offer of security and/or indemnification has failed to exercise the remedies granted under the Indenture or to institute such action, suit or proceeding in its own name, and such request and offer of security and/or indemnity are declared under the Indenture in every case at the option of Trustee to be conditions precedent to the execution of the powers and trusts of the Indenture, and to any action or cause of action for the enforcement of the Indenture, or for the appointment of a receiver or for any other remedy under the Indenture; it being understood and intended that no one or more owners of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of the Indenture by its, his, her or their action or to enforce any right under the Indenture except in the manner provided in the Indenture, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner provided in the Indenture and for the equal and ratable benefit of the owners of all Bonds Outstanding. However, nothing contained in the Indenture shall affect or impair the right of any Bondholder to enforce the payment of the principal of, premium, if any, and interest on any Bond at and after the maturity thereof, or the limited obligation of the Bank to pay the principal of, premium, if any, and interest on each of the Bonds issued under the Indenture to the respective owners thereof at the time and place, from the source and in the manner expressed in the Bonds.

Termination of Proceedings

In case the Trustee or any owner of any Bonds shall have proceeded to enforce any right under the Indenture by the appointment of a receiver or otherwise, and such proceedings shall have been

discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Bank, the Trustee and the Bondholders shall be restored to their former positions and rights under the Indenture, respectively, and with regard to the property subject to the Indenture, and all rights, remedies and powers of the Trustee and the owners of the Bonds shall continue as if no such proceedings had ever taken place.

Waivers of Events of Default

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

Supplemental Indentures not Requiring Consent of Bondholders

The Bank and the Trustee may, without the consent of, or notice to, any of the Bondholders, but only upon prior written notice to the Bond Insurer, enter into an indenture or indentures supplemental to the Indenture for any one or more of the following purposes:

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

Prior to the Trustee entering into any supplemental indenture for the purposes set forth in (a) or (b) above, the Trustee shall obtain the written consent of the Bond Insurer regarding said supplement to the Indenture.

Supplemental Indentures Requiring Consent of Bondholders

Exclusive of Supplemental Indentures provided for by the Indenture and subject to the terms and provisions contained in this paragraph, and not otherwise, the owners of not less than a majority in aggregate principal amount of the Bonds Outstanding which are affected (exclusive of Bonds held by the Bank), with the prior written consent of the Bond Insurer, shall have the right, from time to time, anything contained in the Indenture to the contrary notwithstanding, to consent to and approve the execution by the Bank and the Trustee of such other indenture or indentures supplemental to the Indenture as shall be deemed necessary and desirable by the Trustee for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in the Indenture or in any Supplemental Indenture; provided, however, that nothing in the Indenture contained shall permit, or be construed as permitting, without the consent of the owners of all then Outstanding Bonds and the Bond Insurer, (a) an extension of the maturity of the principal of or the interest on any Bond issued under the Indenture, or (b) a reduction in the principal amount of any Bond or change in the rate of interest, or (c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (d) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Indenture, or (e) the creation of any lien securing any Bonds other than a lien ratably securing all of the Bonds Outstanding under the Indenture, or (f) any modification of the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of the Trustee without the written consent of the Trustee.

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

THE SERIES 2019 BONDS AS LEGAL INVESTMENTS

The Series 2019 Bonds are legal investments in which all public officers and public bodies of the State, its political subdivisions, all municipalities and municipal subdivisions, all insurance companies and associations, trust companies, savings banks and savings associations, investment companies and other persons carrying on a banking business, all administrators, guardians, executors, trustees and other fiduciaries, and all other persons may invest. The Series 2019 Bonds may properly and legally be deposited with and received by all public officers and bodies of the State or any agency or political subdivisions of the State and all municipalities and public corporations for any purpose for which the deposit of bonds or other obligations of the State is now or may hereafter be authorized by law.

LITIGATION

There is not now pending nor, to the Bank's knowledge, threatened any litigation restraining or enjoining the issuance, sale, execution or delivery of the Series 2019 Bonds or prohibiting the Bank from purchasing the City Bond with the proceeds of such Series 2019 Bonds or in any way contesting or

affecting the validity of the Series 2019 Bonds, any proceedings of the Bank taken with respect to the issuance or sale thereof or the pledge or application of any moneys or security provided for the payment of the Series 2019 Bonds. The creation, organization or existence of the Bank or the title of any of the present directors or other officers of the Bank to their respective offices is not being contested.

There is not now pending nor, to the knowledge of the City, threatened any litigation restraining or enjoining the issuance, sale, execution or delivery of the City Bond or prohibiting the City from selling the City Bond to the Bank or in any way contesting or affecting the validity of the City Bond, any proceedings of the City taken with respect to the issuance or sale thereof or the pledge or application of any moneys or security provided for the payment of the City Bond.

TAX MATTERS

General

In the opinion of Butler Snow LLP, Gulfport, Mississippi, interest on the Series 2019 Bonds is excludable from gross income for federal income tax purposes, pursuant to Section 103 of the Code and is not a specific preference item for purposes of the federal alternative minimum tax. The opinion of Bond Counsel is based on certain certifications, covenants and representations of the Bank and the City and is conditioned on continuing compliance therewith.

In the opinion of Bond Counsel, interest on the Series 2019 Bonds is exempt from all income taxation in the State of Mississippi under existing laws, regulations, rulings and judicial decisions. The opinion addresses only the exemption of interest on the Series 2019 Bonds under the income tax laws of the State of Mississippi and does not address the tax treatment of the Series 2019 Bonds in any other state or jurisdiction.

The Code imposes certain requirements which must be met subsequent to the issuance of the Series 2019 Bonds as a condition to the excludability from gross income of interest on the Series 2019 Bonds for federal tax purposes. Non-compliance with such requirements by the Bank or the City may cause interest on the Series 2019 Bonds to be includable in gross income for federal income tax purposes retroactive to their date of issue irrespective of the date on which such noncompliance occurs. Should the Series 2019 Bonds bear interest that is not excludable from gross income for federal income tax purposes, the market value of the Series 2019 Bonds would be materially and adversely affected.

The Indenture and the City Bond Resolution include covenants that (a) the Bank and the City will not take or fail to take any action with respect to the Series 2019 Bonds if such action or omission would result in the loss of the excludability from gross income for federal income tax purposes of interest on the Series 2019 Bonds, under Section 103 of the Code, and neither the Bank nor the City will act in any manner which would adversely affect such excludability; (b) the Bank and the City will not make any investment or do any other act or thing during the period that the Series 2019 Bonds are Outstanding which would cause the Series 2019 Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code; and (c) if required by the Code, the Bank and the City will rebate any necessary amounts to the United States of America. It is not an "event of default" under the Indenture if interest on the Series 2019 Bonds is not excludable from gross income for federal tax purposes or otherwise pursuant to any provision of the Code.

Although Bond Counsel has rendered an opinion that interest on the Series 2019 Bonds is excludable from federal gross income and that the Series 2019 Bonds are exempt from all State of Mississippi income tax, the accrual or receipt of interest on the Series 2019 Bonds may otherwise affect a bondholder's federal income tax, Mississippi or other state tax liability. The nature and extent of these other tax consequences will depend upon the bondholder's particular tax status and a bondholder's other items of income or deduction. Taxpayers who may be affected by such other tax consequences include, without limitation, financial institutions, certain insurance companies, S corporations, certain foreign corporations, individual recipients of Social Security or railroad retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry the Series 2019 Bonds. Bond Counsel expresses no opinion regarding any other such federal or state tax consequences.

Prospective purchasers of the Series 2019 Bonds should consult their own tax advisors with regard to the other tax consequences of owning the Series 2019 Bonds.

Original Issue Premium Bonds

The Series 2019 Bonds that have an original yield below their respective interest rates, as shown on the inside cover of this Official Statement (collectively, the “Premium Bonds”), are being sold at a premium. An amount equal to the excess of the issue price of a Premium Bond over its stated redemption price at maturity constitutes premium on such Premium Bond. A purchaser of a Premium Bond must amortize any premium over such Premium Bond's term using constant yield principles, based on the purchaser's yield to maturity (or, in the case of Premium Bonds callable prior to their maturity, generally by amortizing the premium to the call date, based on the purchaser's yield to the call date and giving effect to any call premium). As premium is amortized, the amount of the amortization offsets a corresponding amount of interest for the period, and the purchaser's basis in such Premium Bond is reduced by a corresponding amount resulting in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes upon a sale or disposition of such Premium Bond prior to its maturity. Even though the purchaser's basis may be reduced, no federal income tax deduction is allowed. Purchasers of the Premium Bonds should consult their tax advisors with respect to the determination and treatment of premium for federal income tax purposes and with respect to the state and local tax consequences of owning a Premium Bond.

Original Issue Discount Bonds

The Series 2019 Bonds that have an original yield above their respective interest rates, as shown on the inside cover of this Official Statement (collectively, the “Discount Bonds”), are being sold at an original issue discount. The difference between the initial public offering prices of such Discount Bonds and their stated amounts to be paid at maturity constitutes original issue discount treated in the same manner for federal income tax purposes as interest, as described above.

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

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

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

Backup Withholding

As a result of the enactment of the Tax Increase Prevention and Reconciliation Act of 2005, interest on federally tax-exempt obligations such as the Series 2019 Bonds is subject to information reporting in a manner similar to interest paid on taxable obligations. Backup withholding may be imposed on payments to any owner of the Series 2019 Bonds that fail to provide certain required information including an accurate taxpayer identification number to any person required to collect such information pursuant to Section 6049 of the Code. The reporting requirement does not in and of itself affect or alter the excludability of interest on the Series 2019 Bonds from gross income for federal income tax purposes or any other federal tax consequence of purchasing, holding or selling federally tax-exempt obligations.

Changes in Federal and State Tax Law

From time to time, there are legislative proposals in the Congress and in the states that, if enacted, could alter or amend the federal and state tax matters referred to under this heading "TAX MATTERS" or adversely affect the market value of the Series 2019 Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether if enacted it would apply to bonds issued prior to enactment. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value of the Series 2019 Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Series 2019 Bonds or the market value thereof would be impacted thereby. Purchasers of the Series 2019 Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based on existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Series 2019 Bonds, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending legislation, regulatory initiatives or litigation.

PROSPECTIVE PURCHASERS OF THE SERIES 2019 BONDS ARE ADVISED TO CONSULT THEIR OWN TAX ADVISORS PRIOR TO ANY PURCHASE OF THE SERIES 2019 BONDS AS TO THE IMPACT OF THE CODE UPON THEIR ACQUISITION, HOLDING OR DISPOSITION OF THE SERIES 2019 BONDS.

LEGAL MATTERS

Certain legal matters incident to the authorization and issuance of the Series 2019 Bonds by the Bank are subject to the approval of Bond Counsel, whose approving opinion will be delivered concurrently with the delivery of the Series 2019 Bonds. Bond Counsel has not been requested to review any information contained in this Official Statement or the Appendices hereto, other than the information pertaining to the Series 2019 Bonds under the captions "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2019 BONDS," "DESCRIPTION OF THE SERIES 2019 BONDS," "FUNDS AND ACCOUNTS," "OPERATION OF FUNDS AND ACCOUNTS," "THE INDENTURE," "TAX MATTERS," "LEGAL MATTERS," "CONTINUING DISCLOSURE," and in APPENDIX D - FORM OF OPINION OF BOND COUNSEL, and expresses no opinion thereon and assumes no responsibility in connection therewith. Certain legal matters will be passed upon for the Bank by its counsel, Balch & Bingham, LLP, Jackson, Mississippi, and for the City by its counsel, Butler Snow LLP, Gulfport, Mississippi.

Bond Counsel is also serving as Bond Counsel for the City in connection with the issuance and sale of the City Bond.

The remedies available to the Trustee, to the Bank or to the owners of the Series 2019 Bonds upon an "event of default" under the Indenture or under the terms of the City Bond purchased by the Bank are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including specifically the Bankruptcy Code, the remedies provided in the Indenture and under the City Bond may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series

2019 Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally (regardless of whether such enforceability is considered in a proceeding in equity or in law), by general principles of equity (regardless of whether such proceeding is considered in a proceeding in equity or at law) and by the valid exercise of the constitutional powers of the State and the United States of America.

BOND INSURANCE

[to come]

CONTINUING DISCLOSURE

The City has covenanted for the benefit of the owners of the Series 2019 Bonds to provide certain financial information and operating data relating to the City within twelve months after the end of each fiscal year of the City beginning with the fiscal year ending on September 30, 2019 (the "Annual Report"), and to provide notices of the occurrence of certain enumerated events, in certain cases if deemed material under federal laws. The Annual Report and notices of material events will be filed by the City with (a) the Municipal Securities Rulemaking Board (the "MSRB") through MSRB's Electronic Municipal Market Assess system at <http://emma.msrb.org> ("EMMA") in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") pursuant to SEC Rule 15c2-12(b)(5) (the "Rule,"), and with (b) any public or private repository or entity designated by a state as a State Repository, if any, for the purposes of the Rule. This information will be made available free to securities brokers and the general public through EMMA. For the procedures for all filings and notices due to the MSRB, instructions will be provided on the following website for MSRB: <http://emma.msrb.org>. The specific nature of the information to be contained in the Annual Report or the notices of material events is summarized in APPENDIX F to this Official Statement. These covenants have been made in order to assist the Underwriter in complying with the Rule.

There have been instances in the last five years in which the City has failed to timely file its audited financial statements, unaudited financial information and certain annual financial information and operating data as required by its prior continuing disclosure undertakings. The City has adopted policies and procedures to ensure timely filing of its annual financial information (the "Policy"). Pursuant to the Policy, a staff designee of the City will appoint or engage a dissemination agent to assist in carrying out its obligations under the Policy and/or the staff designee will be responsible for submitting the information required under the Policy. In accordance with the Policy, the City has hired a dissemination agent to file the City's required annual report. The City has also adjusted the timing of its reporting deadline on future issues to 12 months to ensure timely filing.

RATING

S&P has assigned an insured rating of "___" (stable outlook) to the Series 2019 Bonds with the understanding that upon delivery of the Series 2019 Bonds, a municipal bond insurance policy guaranteeing the timely payment of principal of and interest on the Series 2019 Bonds will be issued by the Bond Insurer. Explanations of such rating may be obtained from S&P, 55 Water Street, New York, New York 10041. This rating reflects only the view of S&P and the Bank and the City make no representation as to the appropriateness of this rating. See "BOND INSURANCE," and APPENDIX G. There is no assurance that such rating will continue for any given period of time or that it will not be revised or withdrawn entirely by S&P, if in the judgment of S&P, circumstances so warrant. Any such revisions or withdrawal of the rating may have an adverse effect on the market price of the Series 2019 Bonds.

UNDERWRITING

The Series 2019 Bonds are being purchased by the Underwriter listed on the cover page of this Official Statement. The Underwriter has agreed, subject to certain conditions, to purchase all of the Series 2019 Bonds from the Bank at a purchase price of \$_____, which is equal to the principal amount thereof plus a net original issue premium of \$_____ and minus the Underwriter's discount of \$_____. The Underwriter is obligated to purchase all the Series 2019 Bonds, if any are purchased, the obligation to make such purchases being subject to certain terms and conditions set forth in the Bond Purchase Agreement with respect to the Series 2019 Bonds, the approval of certain legal matters by counsel and certain other conditions.

MUNICIPAL ADVISOR

The City has retained the firm of Municipal Advisors of Mississippi, Inc. as an independent registered municipal advisor (the "Municipal Advisor") to the City in connection with the issuance of the Series 2019 Bonds. In such capacity the Municipal Advisor has provided recommendations and other financial guidance to the City with respect to the preparation of documents, the preparation for the sale of the Series 2019 Bonds and the time of the sale, market conditions and other factors related to the sale of the Series 2019 Bonds.

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

VALIDATION

The Series 2019 Bonds will be validated before the Chancery Court of the First Judicial District of Hinds County, Mississippi, as provided by Sections 31-13-1 to 31-13-11, Mississippi Code of 1972, as amended. The City Bond will be validated by the Chancery Court of Hancock County, Mississippi, as provided by Sections 31-13-1 to 31-13-11, Mississippi Code of 1972, as amended.

MISCELLANEOUS

The Bank's offices are located at 735 Riverside Drive, Suite 300, Jackson, Mississippi 39202, telephone (601) 355-6232.

All quotations from, and summaries and explanations of, the Act and the Indenture contained in this Official Statement do not purport to be complete, and reference is made to each such document or instrument for full and complete statements of their provisions. In the event a reference is made to the Act of Indenture, which does not related directly to the purpose for which the reference is made, then the section citation should be disregarded and the most sensible and related reference shall be considered and applied. The attached Appendices are an integral part of this Official Statement and must be read together with all of the foregoing statements. Copies in reasonable quantity of the Act, the Indenture and the supplemental materials furnished to the Bank by the City may be obtained upon request directed to the Bank.

Neither any advertisement of the Series 2019 Bonds nor this Official Statement is to be construed as constituting an agreement with the purchasers of the Series 2019 Bonds. So far as any statements are made in this Official Statement involving matters of opinion, whether or not expressly so stated, they are intended merely as such and not as representations of fact.

This Official Statement has been duly approved, executed and delivered by the Bank. The Bank will provide copies of this Official Statement to be distributed to the purchasers of the Series 2019 Bonds.

MISSISSIPPI DEVELOPMENT BANK

By: _____
Executive Director

[THIS PAGE INTENTIONALLY LEFT BLANK]

APPENDIX A
INFORMATION CONCERNING THE CITY

[THIS PAGE INTENTIONALLY LEFT BLANK]

INFORMATION CONCERNING THE CITY

General Description

The City of Bay St. Louis is the county seat of Hancock County, which is one of the oldest counties in the State of Mississippi (the "State"). The City is located in the southwestern portion of the State, approximately 62 miles east of New Orleans, Louisiana, and approximately 170 miles south of Jackson, Mississippi, the State capitol.

The John C. Stennis Space Center (the "Stennis Space Center") in Bay St. Louis is one of ten NASA field centers in the United States. It is NASA's primary center for testing and flight certifying rocket propulsion systems for the space shuttle and future generations of space vehicles. Because of its important role in engine testing for more than three decades, Stennis Space Center has been designated NASA's Center of Excellence for rocket propulsion testing. Stennis Space Center is also NASA's lead center for rocket propulsion testing with total responsibility for conducting and/or managing all NASA propulsion test programs.

Dockside Gaming

The 1990 Session of the Mississippi State Legislature authorized certain counties in the State, including Hancock County, to hold referendums on the question of legalizing dockside gaming in said counties. In January, 1992, Harrison County and Hancock County, Mississippi voters legalized dockside gaming, and the first casino opened in August, 1992. The assessed valuation of real and personal property has increased dramatically since 1992 and has continued to grow with the completion of major hotel development projects.

On October 17, 2005, during the Fifth Extraordinary Session of 2005 of the Mississippi Legislature, House Bill 45 ("H.B. 45") was signed into law. H.B. 45 provides that gaming operations are now authorized to operate on shore gaming activities in counties along the three coastal counties in the State, including Hancock County. Prior law did not allow on-shore gaming activities in any county within the State and instead required such gaming activities to be located in or within navigable waterways. Specifically, H.B. 45 authorizes legal gaming in a structure on shore in any of the three most southern counties in the State in which betting, gaming or wagering on cruise vessels has been previously allowed, if the structure is owned by a person possessing a gaming license to conduct legal gaming on a cruise vessel and no part of the structure in which licensed gaming activities are conducted is located more than 800 feet from the mean high-water line of the waters within the State which lie adjacent to the State south of such counties.

As of November, 2019, two (2) casinos are in operation in Hancock County and in the City. The City expects that gaming will continue to have a significant favorable impact on its economy. According to the Mississippi Department of Revenue, the gross gaming revenues for the casinos on the Mississippi Gulf Coast from January 1, 2018 through December 31, 2018 were \$1,232,008,581, and from January 1, 2019 through September 2019 are \$986,991,118.

Population

The population of the City has been recorded as follows:

1980	1990	2000	2010
7,850	8,179	11,423	9,262

SOURCE: Census Data information at website: www.census.gov; November, 2018.

Government

The City operates under a code charter form of government pursuant to Title 21, Chapter 3, Mississippi Code of 1972, as amended. The Governing Body consists of the Mayor and a five-member City Council (the "Council"), in whom the legislative power of the City is vested. The Mayor has the superintending control of all officers and affairs of the City and the duty to see that the laws and ordinances of the City are executed.

The five members of the Council are elected from designated wards or precincts, with the Mayor being elected at large. The Mayor and Council members are elected for concurrent four-year terms. The current Mayor and members of the Council are as follows:

Name	Occupation	Position Held Since
Michael Favre	Mayor	2009
Doug Seal	Safety Manager	2000
Gene Hoffman		
Jeffrey Reed	Reverend	2005
Larry Smith		
Buddy Zimmerman		
Josh DeSalvo		
Gary Knoblock		

Major Employers

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

Bay St. Louis, Mississippi		
Employer	Employees	Product/Service

SOURCE:

Per Capita Income¹

Year	County	Mississippi	United States	County as % Of U.S.
2018	\$	\$	\$	%
2017				
2016				
2015				
2014				

SOURCE: Bureau of Economic Analysis: Regional Economic Accounts at website:
www.bea.gov, 2011-2015; November, 2018.

¹ Per capita personal income was computed using Census Bureau midyear population estimates. Estimates for 2011-2015 reflect county population estimates available as of January 2017.

Unemployment Statistics of the County

	2019	2018	2017	2016	2015
January	%	%	%	%	%
February					
March					
April					
May					
June					
July					
August					
September					
October					
November					
December					
Annual Average	--	%	%	%	%

SOURCE: Mississippi Department of Employment Security: Labor Market Data at website: www.mdes.ms.gov; information as of November, 2018.

Employment Statistics of the County

	2019	2018	2017	2016	2015
RESIDENCE BASED EMPLOYMENT					
I. Civilian Labor Force					
II. Unemployed					
Rate					
III. Employed					
ESTABLISHMENT BASED EMPLOYMENT					
I. Manufacturing					
II. Non-manufacturing					
A. Agriculture, Forestry, Fishing & Hunting					
B. Mining					
C. Utilities					
D. Construction					
E. Wholesale Trade					
F. Retail Trade					
G. Transportation & Warehousing					
H. Information					
I. Finance & Insurance					
J. Real Estate, Rental & Leasing					
K. Prof., Scientific & Technical Service					
L. Management of Companies & Entertainment					
M. Administrative Support & Waste Management					
N. Educational Services					
O. Health Care & Social Assistance					
P. Arts, Entertainment & Recreation					
Q. Accommodation & Food Service					
R. Other Services (except Public Administration)					
S. Government Education					
III. Total Nonagricultural Employment					

SOURCE: Mississippi Department of Employment Security: Annual Averages: Labor Force and Establishment Based Employment 2011 Forward, Labor Market Information Department at website: www.mdes.ms.gov; November, 2018.

Retail Sales

State Fiscal Year Ended June 30	Bay St. Louis
2018	\$
2017	
2016	
2015	
2014	

SOURCE: Annual Report for each year shown, Mississippi Department of Revenue's website: www.dor.ms.gov, November, 2018.

Educational Facilities

The Bay St. Louis-Waveland School District offices are in Bay St. Louis, Mississippi. The District currently consists of the entire City of Bay St. Louis, most of the City of Waveland and certain outlying areas in Hancock County not located in the city limits of Bay St. Louis and Waveland. The District currently operates two elementary schools, one middle school, and one high school and one alternative school. Currently the District employs a total of approximately 267 people, with approximately 141 of those being certified teachers.

Enrollment figures for the District's 2016-17 first month of the scholastic year and the previous four years are as follows:

Scholastic Year	Enrollment
2018-19	
2017-18	
2016-17	
2015-16	
2014-15	

SOURCE: Bay St. Louis-Waveland School District and Office of Research and Statistics, Mississippi Department of Education's website: <http://orshome.mde.k12.ms.us/maars/>, November, 2018.

TAX INFORMATION**Assessed Valuation²**

Assessment Year	Real Property	Personal Property ³	Public Utility Property	Total
2019	\$	\$	\$	\$
2018				
2017				
2016				
2015				

SOURCE:Hancock County Tax Assessor; November, 2018.

Assessed valuations are based upon the following assessment ratios:

(a)Real and personal property (excluding single-family owner-occupied residential real property and motor vehicles, respectively), fifteen percent (15%) of true value;

(b)Single-family owner-occupied residential real property, ten percent (10%) of true value;

(c)Motor vehicles and public utility property, thirty percent (30%) of true value.

The 1986 Session of the Mississippi Legislature adopted House Concurrent Resolution No. 41 (the "Resolution"), pursuant to which there was proposed an amendment to the Mississippi Constitution of 1890 (the "Amendment"). The Amendment provided, *inter alia*, that the assessment ratio of any one class of property shall not be more than three times the assessment ratio on any other class of property.

The Amendment set forth five classes of property and the assessment ratios which would be applicable thereto upon the adoption of the Amendment. The assessment ratios set forth in the Amendment are identical to those established by Section 27-35-4, Mississippi Code of 1972, as it existed prior to the Amendment, except that the assessment ratio for single-family, owner-occupied residential real property under the Amendment is set at ten percent (10%) of true value as opposed to fifteen percent (15%) of true value under previously existing law.

Procedure for Property Assessments

The Tax Assessor of Hancock County assesses all real and personal property subject to taxation in the County, including property in the City, except motor vehicles and property owned by public service corporations, both of which are required by law to be assessed by the State Tax Commission.

² The total assessed valuation is approved in September preceding the fiscal year of the City and represents the value of real property, personal property and public utility property for the year indicated on which taxes are assessed for the following fiscal year's budget. For example, the taxes for the assessed valuation figures for 2015 are collected starting in February 2017 for the 2015-2016 fiscal year budget of the City.

³ Personal Property includes mobile homes and automobiles.

Section 21-33-9, Mississippi Code of 1972, as amended, provides that the governing authorities of a municipality which is located within a county having completed a county-wide reappraisal approved by the State Tax Commission and which has been furnished a true copy of that part of the county assessment roll containing the property located within a municipality as provided in Section 27-35-167, Mississippi Code of 1972, as amended, shall adopt such assessment rolls for its assessment purposes. The City is utilizing the assessment rolls of the County.

The City may not correct or revise such assessment rolls except for the purpose of conforming the municipal assessment roll to corrections or revisions made to the County assessment roll. All objections to the municipal assessment roll may be heard by the Board of Supervisors of the County at the time and in the manner that objections to the County assessment roll are heard. The Board of Supervisors shall notify, in writing, the Governing Body and the Tax Assessor of the City of any corrections or revisions made by it to the part of the County assessment roll adopted as the municipal assessment roll.

Tax Levy Per \$1,000 Valuation⁴

	2019-20-16	2018-29	2017-28	2016-17	2015-16
General Purposes					
Library					
Regions Bank 2010 Bond					
Municipal Reserve					
Debt Service					
Total City:					
School Purposes					
District Maintenance					
School Debt					
School Shortfall					
School Three Mill Note					
Total School:					
Total Levy					

SOURCE: Office of the City Clerk; November, 2019.

⁴ Tax levy figures are given in mills.

Ad Valorem Tax Collections⁵

Bay St. Louis, Mississippi			
Fiscal Year Ended September 30	Amount Budgeted	Amount Collected	Difference Over/(Under)
2018	\$	\$	\$
2017			
2016			
2015			
2014			

SOURCE: Office of the City Clerk; November, 2019.

Procedure for Tax Collections

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

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

Reappraisal of Property and Limitation on Ad Valorem Levies

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

The statute limits ad valorem tax levies by the City subsequent to October 1, 1980, to a rate which will result in an increase in total receipts of not greater than ten percent (10%) over the previous year's receipts, excluding revenue from ad valorem taxes on any newly constructed properties, any existing properties added to the tax rolls or any properties previously exempt which were not assessed in

⁵ Does not include school taxes.

the next preceding year. This limitation does not apply to levies for the payment of the principal of and the interest on general obligation bonds issued by the City or to certain other specified levies. The limitation may be increased only if the proposed increase is approved by a majority of those voting in an election held on such question.

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

Homestead Exemption

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

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

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

Largest Taxpayers

The ten largest taxpayers in the City of Bay St. Louis for assessment year 2019 are as follows:

Taxpayer	Assessed Valuation	Taxes Collected
	\$	\$
	\$	\$

SOURCE: Office of the County Tax Collector; November 2019.

DEBT INFORMATION**Legal Debt Limit Statement**

(As of November 1, 2019)

	15% Limit	20% Limit
Authorized Debt Limit (Last Completed Assessment for Taxation - \$)		
Present Debt Subject to Debt Limits		
Margin for Further Debt Under Debt Limits		

Statutory Debt Limits

The City is subject to a general statutory debt limitation under which no municipality in the State may incur general obligation bonded indebtedness in an amount which will exceed fifteen percent (15%) of the assessed value of the taxable property within such municipality according to the last completed assessment for taxation.

In computing general obligation bonded indebtedness for purposes of such fifteen percent (15%) limitation, there may be deducted all bonds or other evidences of indebtedness issued for school, water and sewerage systems, gas and light and power purposes and for the construction of special improvements primarily chargeable to the property benefited, or for the purpose of paying a municipality's proportion of any betterment program, a portion of which is primarily chargeable to the property benefited. However, in no case may a municipality contract any indebtedness payable in whole or in part from proceeds of ad valorem taxes which, when added to all of its outstanding general obligation indebtedness, both bonded and floating, exceeds twenty percent (20%) of the assessed value of the taxable property within such municipality.

In arriving at the limitations set forth above, bonds issued for school purposes, bonds payable exclusively from the revenues of any municipally-owned utility, general obligation industrial bonds issued under the provisions of Sections 57-1-1 to 57-1-51, Mississippi Code of 1972, as amended, and special assessment improvement bonds issued under the provisions of Sections 21-41-1 to 21-41-53, Mississippi

Code of 1972, as amended, are not included. Also excluded from both limitations are contract obligations subject to annual appropriations.

Outstanding General Obligation Bonded Debt

(As of November 2-10)

Issue	Date of Issue	Outstanding Principal
General Obligation Katrina Loan Refunding Bonds, Series 2010	07/20/10	322,500
General Obligation Public Improvement Bonds, Series 2016	3/15/16	3,855,000
Total		\$4,887,500

Other Outstanding Debt

(As of November 2019)

Issue	Date of Issue	Outstanding Principal
Total		\$

Annual General Obligation Debt Service Requirements

FY Ending	Existing Debt
-----------	---------------

September 30	Principal	Interest	Total
2019			
2020			
2021			
2022			
2023			
Total	\$	\$	\$

General Obligation Bonded Debt

	Fiscal Year Ended September 30				
Issue	2019	2018	2017	2016	2015
	\$	\$	\$	\$	\$
TOTAL	\$	\$	\$	\$	\$

Debt Ratios

FY Ended September 30	General Obligation Debt	General Obligation Debt to Assessed Value
2019	\$	%
2018		
2017		
2016		
2015		

Overlapping/Underlying General Obligation Indebtedness

Political Subdivision	2010 Population	Current Assessed Valuation	General Obligation Bonded Debt	General Obligation Bonded Debt Per Capita
Hancock County	44,017	\$	\$	\$

School District	Current Assessed Valuation	General Obligation Bonded Debt
Bay St. Louis-Waveland School District	\$	\$

APPENDIX B
FINANCIAL INFORMATION CONCERNING THE CITY

[THIS PAGE INTENTIONALLY LEFT BLANK]

**FISCAL YEAR 2018
AUDITED FINANCIAL STATEMENT**

[THIS PAGE INTENTIONALLY LEFT BLANK]

FISCAL YEARS 2019 AND 2020 BUDGETS

[THIS PAGE INTENTIONALLY LEFT BLANK]

APPENDIX C
INFORMATION CONCERNING THE CITY BOND RESOLUTION AND THE CITY BOND

[THIS PAGE INTENTIONALLY LEFT BLANK]

THE CITY BOND AND THE CITY BOND RESOLUTION

General; Authorization and Purposes for Issuance

In order to provide moneys for the City Project, there has been authorized in accordance with the City Bond Act a bond of the City to be known and designated as City of Bay St. Louis, Mississippi General Obligation Bond, Series 2019, in the aggregate principal amount of \$6,500,000* (the "City Bond"), pursuant to a resolution of the Mayor and City Council of the City (the "Governing Body") adopted on November 5, 2019 (the "City Bond Resolution").

Security

The City Bond will be a general obligation of the City. The City has covenanted to levy a special tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of, premium, if any, and the interest on the City Bond. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to time, rate or amount; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the City on or prior to September 1 of that year has transferred money to the bond fund for the City Bond, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the City Bond Resolution. The avails of said tax are irrevocably pledged in the City Bond Resolution for the payment of the principal of, premium, if any, and interest on the City Bond as the same shall mature and accrue. The City Bond will never constitute an obligation of the State or any political subdivision of the State other than the City, and neither the full faith and credit nor taxing power of the State or any political subdivision thereof, other than the City, is pledged to the payment of such principal of, premium, if any, and interest on the City Bond.

The City Bond pledged under the Indenture and the City Bond Resolution and all of the rights, interests, powers, privileges and benefits accruing to or vested in the Bank under the City Bond pledged under the Indenture and the City Bond Resolution shall be protected and enforced in conformity with the Indenture and shall be thereby assigned by the Bank to the Trustee as security for the Series 2019 Bonds and may be exercised, protected and enforced for or on behalf of the Bondholders in conformity with the provisions of the City Bond Resolution and the Indenture.

Procedure

Concurrently with the issuance of the City Bond, the Bank will issue the Series 2019 Bonds, and the proceeds of the Series 2019 Bonds will be used to purchase the City Bond in accordance with the Act and in accordance with the terms and conditions of the Indenture and the City Bond Purchase Agreement. The proceeds of the City Bond are to be applied in accordance with Section 19 of the City Bond Resolution for payment of a portion of the costs of the City Project.

Payment of Principal, Premium, if any, and Interest

The City will duly and punctually pay the principal of, premium, if any, and interest on the City Bond pledged under the Indenture at the dates and the places and in the manner set forth in the City Bond. Notwithstanding any schedule of payments upon the City Bond pledged under the Indenture, the City agrees to make payments upon such obligations and be liable therefor at such times and in such amounts (including principal, premium, if any, and interest) so as to provide for payment of the principal of, premium, if any, and interest on the Series 2019 Bonds Outstanding under the Indenture at least five

* Preliminary, subject to change.

Business Days prior to when such amounts are due, whether upon a scheduled Interest Payment Date for the Series 2019 Bonds, at maturity or by mandatory redemption or acceleration of the Series 2019 Bonds.

Redemption of City Bond

The City shall only be permitted to redeem the City Bond pursuant to the City Bond Resolution to the extent and in the manner required to redeem the Series 2019 Bonds pursuant to the provisions of the Indenture.

Flow of Funds

Bond Fund. The City shall maintain with a qualified depository thereof the “City of Bay St. Louis, Mississippi General Obligation Bond, Series 2019 Bond Fund” (the “Bond Fund”) in its name for the payment of the principal of, premium, if any, and interest on the City Bond and the payment of the Paying Agent's fees in connection therewith. There shall be deposited into the Bond Fund as and when received:

(a) the avails of any of the taxes levied and collected pursuant to Section 14 of the City Bond Resolution;

(b) any income received from the investment of moneys in the Bond Fund; and

(c) any other funds available to the City which may be lawfully used for payment of the principal of, premium, if any, and interest on the City Bond or for other obligations of the City which may be due under the Indenture, and which the Governing Body, in its discretion, may direct to be deposited into the Bond Fund.

As long as any principal of, premium, if any, and interest on the City Bond or the Series 2019 Bonds remain outstanding and/or any other obligations of the City remain outstanding under the City Bond Resolution and the Indenture, the City shall withdraw from the Bond Fund sufficient moneys to make the payments (the “Payments”) necessary to pay (i) the principal of, premium, if any, and interest coming due on the Series 2019 Bonds, and (ii) any additional payments necessary and required as obligations of the City under the City Bond Resolution or under the Indenture, including, but not limited to Program Expenses (as such term is defined in the Indenture), and to transfer same to the account of the Trustee in time to reach said Trustee at least five days prior to the date on which said interest or principal and interest or premium, if any, on the Series 2019 Bonds shall become due. The Trustee shall deposit all City Bond Payments received in the General Account of the General Fund of the Indenture or such other fund or account in the Indenture as so directed in the Indenture.

Construction Fund. The principal proceeds received by the City upon the sale of the City Bond shall be deposited with a qualified depository of the City in a special fund, created under the City Bond Resolution, in the name of the City designated the “City of Bay St. Louis, Mississippi General Obligation Bond, Series 2019 Construction Fund” (the “Construction Fund”). Monies deposited in the Construction Fund will be used by the City, to the extent permitted by law, (a) for the City Project; (b) to pay architectural, engineering, fiscal, paying agent, printing, accounting, construction manager, feasibility consultant, legal expenses and development expenses incurred in connection with the City Project; and (c) to pay costs related to any suits and proceedings in connection with the City Project, including any costs of settlement thereof. Any income received from investment of monies in the Construction Fund shall be deposited in the Construction Fund and shall be used for the costs of the Project. Any amounts which remain in the Construction Fund after the completion of the Project shall be transferred to the Bond Fund and used as permitted under the Code and State law.

APPENDIX D
FORM OF OPINION OF BOND COUNSEL

[THIS PAGE INTENTIONALLY LEFT BLANK]

UPON THE DELIVERY OF THE SERIES 2019 BONDS, BUTLER SNOW LLP PROPOSES TO
DELIVER AN OPINION IN SUBSTANTIALLY THE FOLLOWING FORM:

Attachment: GO 2019 Bond Resolution with exhibits (2073 : Approve the resolution authorizing the issuance of a General Obligation Bond)

APPENDIX E
DEFINITIONS

[THIS PAGE INTENTIONALLY LEFT BLANK]

DEFINITIONS

In addition to any words and terms elsewhere defined herein, the following words and terms shall have the following meanings, unless the context or use in this Official Statement otherwise requires. Words of the masculine gender should be deemed and constructed to include correlative words of the female and neuter gender. Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Indenture and the City Bond Resolution, as the case may be.

Accounts

“Accounts” means the accounts created pursuant to Article VI of the Indenture.

Act

“Act” means together the Bank Act and the City Bond Act.

Authorized Officer

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

Bank

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

Bank Act

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

Bankruptcy Code

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

Beneficial Owner

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

Bond Counsel

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

Bond Insurance Policy

“Bond Insurance Policy” means the Municipal Bond Insurance Policy issued by the Bond Insurer that guarantees the scheduled payment of principal and interest on the Series 2019 Bonds when due.

Bond Insurer

“Bond Insurer” means _____ or any successor thereto.

Bond Issuance Expense Account

“Bond Issuance Expense Account” means the account by that name created by Section 6.02 of the Indenture.

Bond Purchase Agreement

“Bond Purchase Agreement” means that certain Bond Purchase Agreement, dated the date of the sale of the Series 2019 Bonds, among the Underwriter, the Bank and the City in connection with the issuance and sale of the Series 2019 Bonds.

Bondholder

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

Bonds

“Bonds” means the Series 2019 Bonds and any Refunding Bonds issued pursuant to the terms and provisions of the Indenture.

Business Day

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

City

“City” means the City of Bay St. Louis, Mississippi, a “local governmental unit” under the Bank Act.

City Bond

“City Bond” means the \$6,500,000* General Obligation Bond, Series 2019, issued by the City pursuant to the City Bond Resolution and registered to the Trustee as assignee of the Bank pursuant to the Indenture.

City Bond Act

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

City Bond Payment

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

City Bond Purchase Agreement

“City Bond Purchase Agreement” means that certain City Bond Purchase Agreement, dated the date of the sale of the Series 2019 Bonds, by and between the City and the Bank in connection with the sale and issuance of the City Bond.

* Preliminary, subject to change.

City Bond Resolution

“City Bond Resolution” means that certain Bond Resolution adopted by the Governing Body on January 15, 2019, in connection with the issuance of the City Bond.

City Project

“City Project” means providing financing to pay the costs of erecting municipal buildings, auditoriums, community centers, and purchasing buildings or land therefor, and for repairing, improving, adorning and equipping the same; establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; protecting a municipality, its streets and sidewalks from overflow, caving banks and other like dangers; constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; purchasing land for parks and public playgrounds, and improving, equipping and adorning the same, including the constructing, repairing and equipping of other recreational facilities; constructing bridges and culverts; constructing, repairing and improving wharves, docks, harbors and appurtenant facilities, and purchasing land therefor; altering or changing the channels of streams and water courses to control, deflect or guide the current thereof; and for related purposes as authorized under sections 21-33-301 *et seq.* of the Mississippi code of 1972, as amended and supplemented from time to time, including paying for the cost of such borrowing.

Code

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

Costs of Issuance

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

Default

“Default” means an event or condition the occurrence of which, with the lapse of time or the giving of notice or both, would become an Event of Default under the Indenture.

DTC

“DTC” means The Depository Trust Company, New York, New York.

DTC Participants

“DTC Participants” shall have the meaning ascribed thereto in Section 2.07 in the Indenture.

Event of Default

“Event of Default” means any occurrence or event specified in Section 10.01 of the Indenture.

Fiscal Year

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

(12) month period from October 1 through the following September 30 or such other fiscal year as may be established by the City.

Funds

“Funds” means the funds created pursuant to Article VI of the Indenture (other than the Rebate Fund).

General Account

“General Account” means the account by that name created by Section 6.02 of the Indenture.

General Fund

“General Fund” means the fund by that name created by Section 6.02 of the Indenture.

Governing Body

“Governing Body” means the Mayor and City Council of the City.

Governmental Obligations

“Governmental Obligations” means to the extent permitted by State law (a) direct obligations of the United States of America; (b) obligations guaranteed as to principal and interest by the United States of America or any federal agency whose obligations are backed by the full faith and credit of the United States of America, including but not limited to: U. S. Treasury obligations, Farmers Home Administration (or the successor thereto), General Services Administration, Guaranteed Title XI financing, Government National Mortgage Association (GNMA); and (c) obligations of any state of the United States of America or any political subdivision thereof, the full payment of principal of, premium, if any, and interest on which (i) is fully and unconditionally guaranteed or insured by the United States of America, or (ii) is provided for by an irrevocable deposit of the securities described in clause (i) to the extent such investments are permitted by State law.

Indenture

“Indenture” means the Indenture of Trust, dated _____, 2019, in connection with the Series 2019 Bonds, and all supplements and amendments entered into pursuant to Article XII of the Indenture.

Interest Payment Date

“Interest Payment Date” means any date on which interest is payable on the Bonds, and for the Series 2019 Bonds, means each _____ 1 and _____ 1, commencing _____ 1, 2020.

Investment Securities

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

“AAm-G” or better by S&P, the assets of which are required to be invested in obligations specified in items (a) through (f) above.

Local Governmental Unit

“Local Governmental Unit” means (a) any county, municipality, utility district, regional solid waste authority, county cooperative service district or political subdivision of the State, (b) the State or any agency thereof, (c) the institutions of higher learning of the State, (d) any education building corporation established for institutions of higher learning, or (e) any other governmental unit created under state law, such as the City. The City is a Local Governmental Unit under the Bank Act.

Moody's

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

Opinion of Bond Counsel

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

Outstanding

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

- (a) Bonds canceled after purchase in the open market or because of payment at maturity;
- (b) Bonds deemed paid under Article IX of the Indenture; and

(c) Bonds in lieu of which other Bonds have been authenticated under Section 3.04, 3.06 or 3.10 of the Indenture.

Paying Agent

“Paying Agent” means _____, _____, Mississippi, a state banking corporation organized and existing under the laws of the State, or any successor thereto, acting as the Paying Agent for the City Bond under the City Bond Resolution.

Principal Office

“Principal Office” means, as it relates to the Trustee, the address for the Trustee set forth under the Indenture.

Program

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

Program Expenses

“Program Expenses” means all of the fees and expenses of the Trustee relating to the Series 2019 Bonds or City Bond and costs of determining the amount rebatable, if any, to the United States of

America under Section 6.09 of the Indenture, all to the extent properly allocable to the Program and approved in writing by the Bank.

Project

“Project” means providing funds for the purpose of (a) purchasing the City Bond, (b) paying capitalized interest on the Series 2019 Bonds and the City Bond, if any, and (c) paying the Costs of Issuance.

Purchase Account

“Purchase Account” means the account by that name created by Section 6.02 of the Indenture.

Rebate Fund

“Rebate Fund” means the fund by that name created by Section 6.02 of the Indenture.

Record Date

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

Redemption Account

“Redemption Account” means the account by that name created by Section 6.02 of the Indenture.

Redemption Price

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

Refunding Bonds

“Refunding Bonds” means bonds issued pursuant to Section 2.05 of the Indenture and any Supplemental Indenture.

Registered Owner

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

Related Documents

“Related Documents” means the Indenture and the City Bond Resolution.

Revenues

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

S&P

“S&P” means S&P Global Ratings, a Standard & Poor's Financial Services LLC business, its successors and assigns, and, if dissolved or liquidated or if it no longer performs the functions of a securities rating agency, “S&P” shall be deemed to refer to any other nationally recognized securities rating agency designated by the City (with the approval of the Bank), with written notice to the Trustee.

Securities

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

Series 2019 Bonds

“Series 2019 Bonds” means the \$6,500,000* Mississippi Development Bank Special Obligation Bonds, Series 2019 (City of Bay St. Louis, Mississippi General Obligation Bond Project) issued pursuant to Section 2.01 of the Indenture.

State

“State” means the State of Mississippi.

Supplemental Indenture

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

Trust Estate

“Trust Estate” means the property, rights, and amounts pledged and assigned to the Trustee as security for the Bonds, pursuant to the granting clauses of the Indenture.

Trustee

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

Underwriter

“Underwriter” means Crews & Associates, Inc., Little Rock, Arkansas.

* Preliminary, subject to change.

[THIS PAGE INTENTIONALLY LEFT BLANK]

APPENDIX F
FORM OF CONTINUING DISCLOSURE AGREEMENT

[THIS PAGE INTENTIONALLY LEFT BLANK]

APPENDIX G
SPECIMEN MUNICIPAL BOND INSURANCE POLICY

Attachment: GO 2019 Bond Resolution with exhibits (2073 : Approve the resolution authorizing the issuance of a General Obligation Bond)

[THIS PAGE INTENTIONALLY LEFT BLANK]

Attachment: GO 2019 Bond Resolution with exhibits (2073 : Approve the resolution authorizing the issuance of a General Obligation Bond)



City Council Department Report

To: City Council
From: Lisa Tilley, Clerk of Council
Date: November 5, 2019
Subject: Discuss alternate bid.

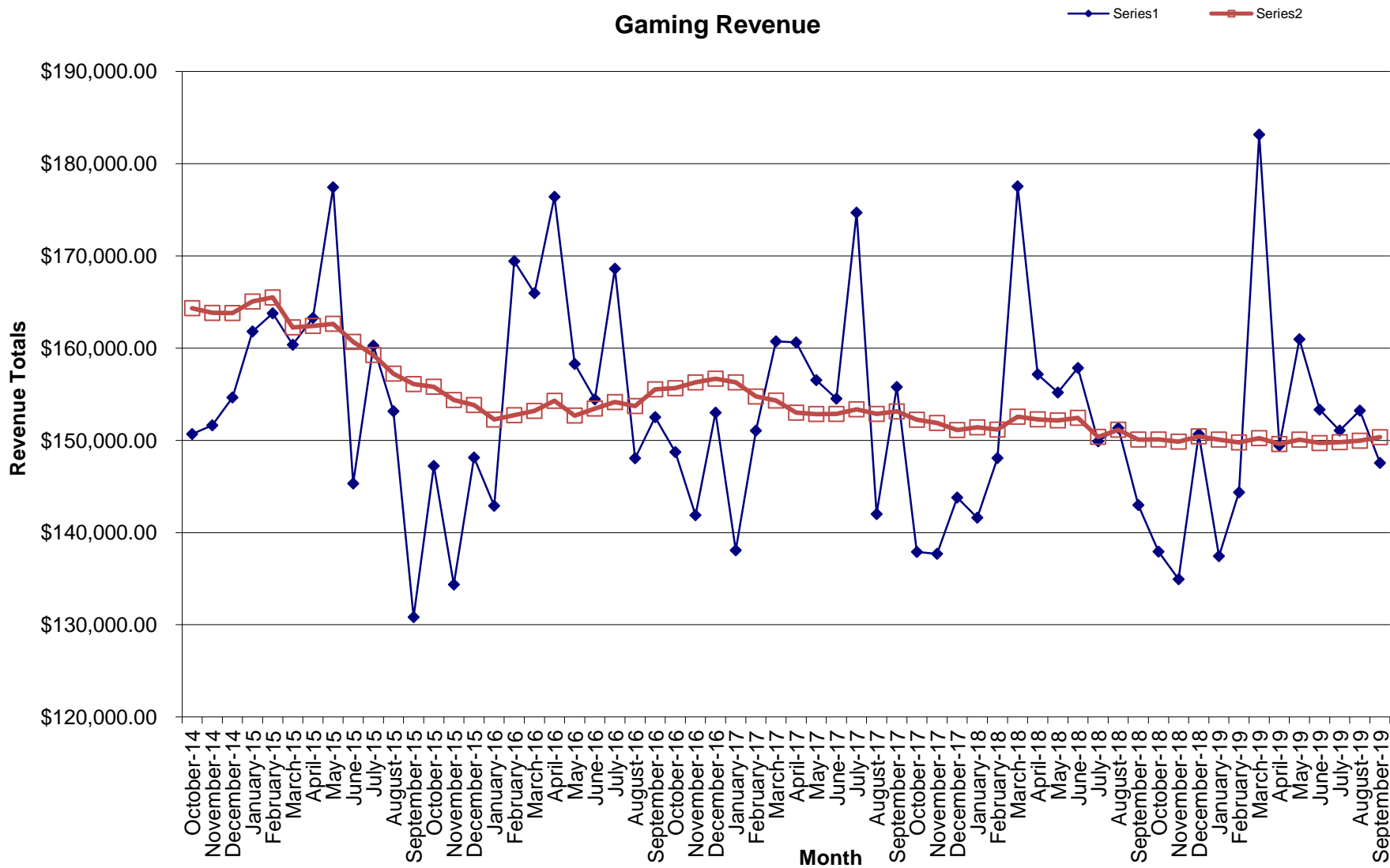


Finance Department Report

To: City Council
From: Sissy Gonzales, Comptroller
Date: November 5, 2019
Subject: No Action Needed - Gaming and Sales Tax Report

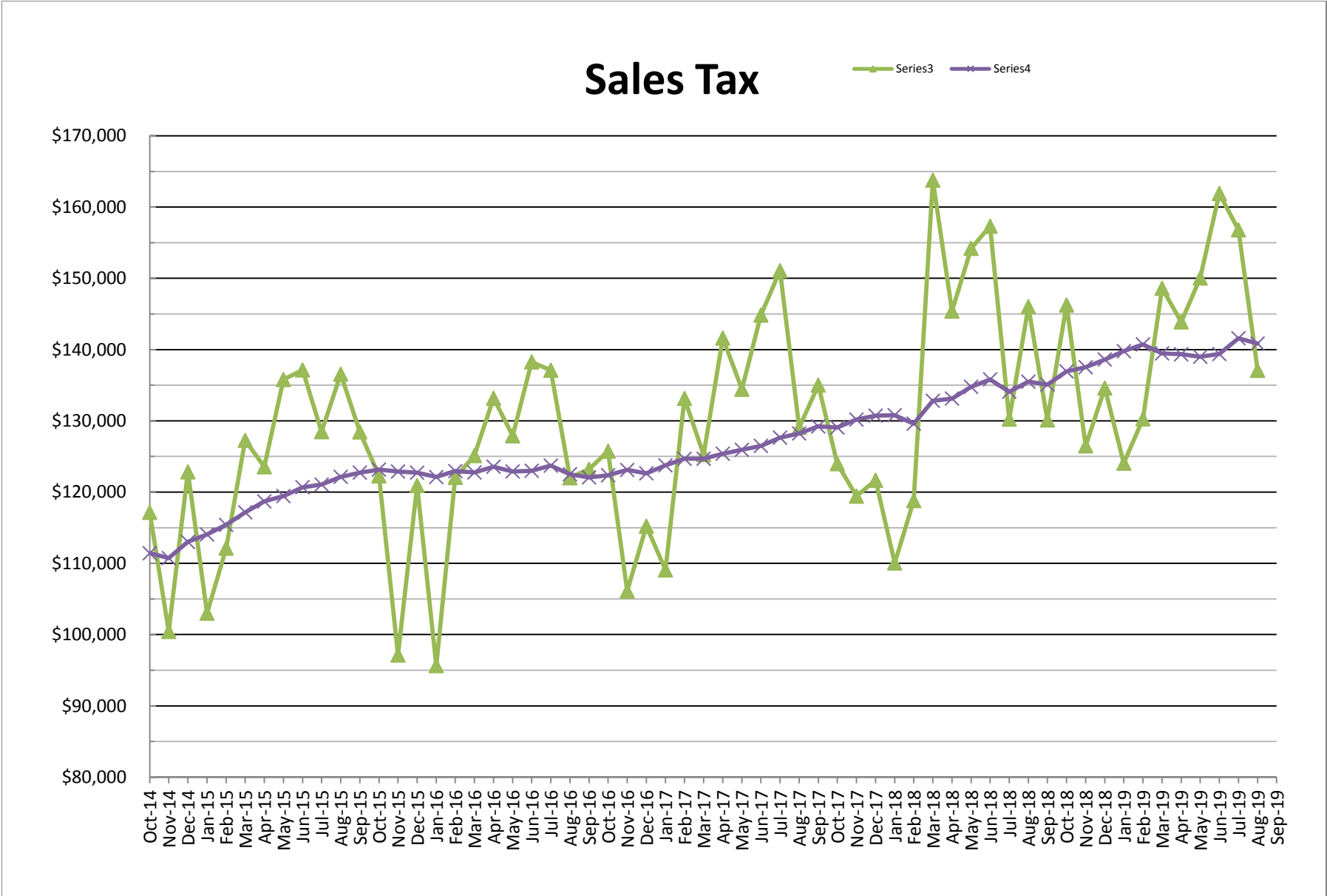
Attachments:

1. Gaming and Sales Tax Revenue Analysis 2018/2019



	Actual	12 Month Average
Oct. '11	\$ 158,699.02	
Nov. '11	\$ 151,857.54	
Dec. '11	\$ 175,778.86	
Jan. '12	\$ 159,290.86	
Feb. '12	\$ 185,050.35	
March '12	\$ 185,096.61	
April '12	\$ 177,347.18	
May '12	\$ 170,776.70	
June '12	\$ 183,036.12	
July '12	\$ 183,467.55	
Aug. '12	\$ 156,809.59	
Sept. '12	\$ 151,452.71	169,888.59
Oct. '12	\$ 152,309.78	169,356.15
Nov. '12	\$ 149,938.00	169,196.19
Dec. '12	\$ 174,891.82	169,122.27
Jan. '13	\$ 140,988.93	167,597.11
Feb. '13	\$ 167,864.51	166,164.96
March '13	\$ 190,791.15	166,639.50
April '13	\$ 164,665.14	165,582.67
May '13	\$ 175,501.54	165,976.40
June '13	\$ 154,875.81	163,629.71

	Actual	12 Month Average
July-13	\$ 173,302.29	162,782.61
August-13	\$ 166,565.21	163,595.57
September-13	\$ 144,128.18	162,985.20
October-13	\$ 133,009.88	161,376.87
November-13	\$ 157,827.61	162,034.34
December-13	\$ 154,815.74	160,361.33
January-14	\$ 146,785.40	160,844.37
February-14	\$ 158,507.87	160,064.65
March-14	\$ 199,286.99	160,772.64
April-14	\$ 161,351.35	160,496.49
May-14	\$ 174,727.94	160,432.02
June-14	\$ 168,837.75	161,595.52
July-14	\$ 177,348.06	161,932.67
August-14	\$ 177,416.74	162,836.96
September-14	\$ 144,439.86	162,862.93
October-14	\$ 150,686.35	164,335.97
November-14	\$ 151,627.45	163,819.29
December-14	\$ 154,654.29	163,805.84
January-15	\$ 161,806.66	165,057.61
February-15	\$ 163,774.50	165,496.50
March-15	\$ 160,369.09	162,253.34
April-15	\$ 163,278.79	162,413.96
May-15	\$ 177,442.27	162,640.15
June-15	\$ 145,321.00	160,680.42
July-15	\$ 160,270.86	159,257.32
August-15	\$ 153,160.54	157,235.97
September-15	\$ 130,831.12	156,101.91
October-15	\$ 147,224.31	155,813.41
November-15	\$ 134,365.03	154,374.87
December-15	\$ 148,141.11	153,832.11
January-16	\$ 142,901.20	152,256.65
February-16	\$ 169,427.41	152,727.73
March-16	\$ 165,961.01	153,193.72
April-16	\$ 176,412.90	154,288.23
May-16	\$ 158,287.80	152,692.02
June-16	\$ 154,448.88	153,452.68
July-16	\$ 168,616.38	154,148.14
August-16	\$ 148,059.50	153,723.05
September-16	\$ 152,519.05	155,530.38
October-16	\$ 148,729.86	155,655.84
November-16	\$ 141,884.29	156,282.45
December-16	\$ 153,004.75	156,687.75
January-17	\$ 138,079.41	156,285.94
February-17	\$ 151,051.13	154,754.58
March-17	\$ 160,735.81	154,319.15
April-17	\$ 160,618.66	153,002.96
May-17	\$ 156,530.29	152,856.50
June-17	\$ 154,522.12	152,862.60
July-17	\$ 174,694.64	153,369.13
August-17	\$ 142,008.06	152,864.84
September-17	\$ 155,791.39	153,137.53
October-17	\$ 137,901.26	152,235.15
November-17	\$ 137,696.53	151,886.17
December-17	\$ 143,800.85	151,119.18
January-18	\$ 141,614.90	151,413.80
February-18	\$ 148,077.56	151,166.01
March-18	\$ 177,544.37	152,566.72
April-18	\$ 157,158.81	152,278.40
May-18	\$ 155,188.04	152,166.54
June-18	\$ 157,849.57	152,443.83
July-18	\$ 149,897.59	150,377.41
August-18	\$ 151,337.07	151,154.83
September-18	\$ 142,982.45	150,087.42
October-18	\$ 137,936.06	150,090.32
November-18	\$ 134,941.35	149,860.72
December-18	\$ 150,673.47	150,433.44
January-19	\$ 137,443.31	150,085.80
February-19	\$ 144,362.88	149,776.25
March-19	\$ 183,159.31	150,244.16
April-19	\$ 149,436.08	149,600.60
May-19	\$ 160,964.33	150,081.96
June-19	\$ 153,328.99	149,705.24
July-19	\$ 151,069.38	149,802.89
August-19	\$ 153,228.11	149,960.48
September-19	\$ 147,551.37	150,341.22
October-19		
November-19		

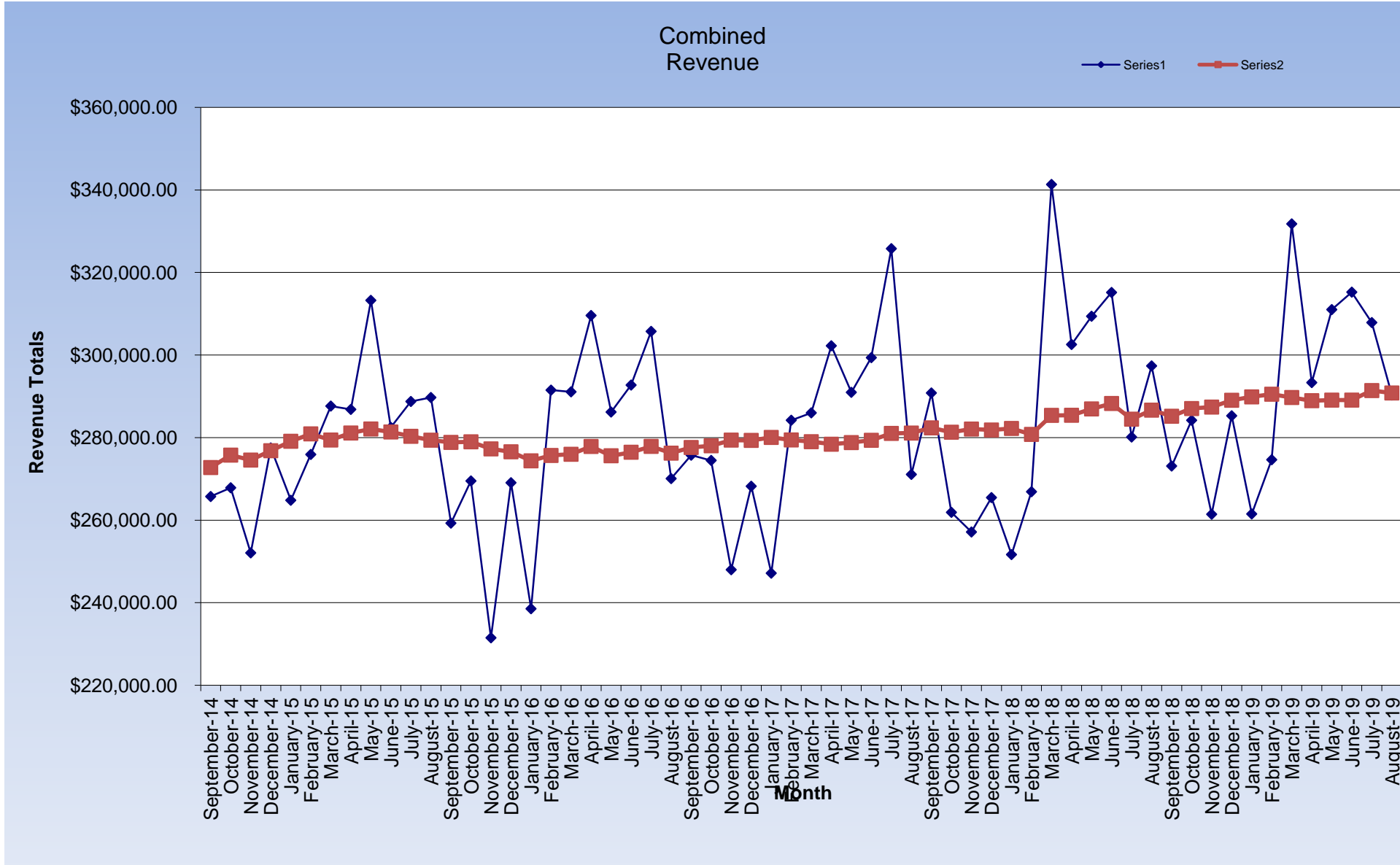


SALES TAX
City of Bay Saint Louis

Sales Tax Data	Actual	12 Month Average
Oct. '11	\$ 97,759.96	
Nov. '11	\$ 79,983.70	
Dec. '11	\$ 91,241.62	
Jan. '12	\$ 81,160.97	
Feb. '12	\$ 84,289.98	
March '12	\$ 93,062.99	
April '12	\$ 108,535.09	
May '12	\$ 112,419.77	
June '12	\$ 102,831.54	
July '12	\$ 107,406.20	
August '12	\$ 87,399.40	
Sept. '12	\$ 88,627.08	94,559.86
Oct. '12	\$ 95,359.49	94,359.82
Nov. '12	\$ 93,113.16	95,453.94
Dec. '12	\$ 147,776.59	100,165.19
Jan. '13	\$ 123,857.42	103,723.23
Feb. '13	\$ 97,933.82	104,860.21
March '13	\$ 106,465.94	105,977.13
April '13	\$ 125,817.81	107,417.35
May '13	\$ 107,723.39	107,025.99
June '13	\$ 114,740.45	108,018.40

Sales Tax Data	Actual	12 Month Average		
July-13	\$ 116,112.65	108,743.93		
August-13	\$ 105,412.24	110,245.00		
September-13	\$ 101,198.12	111,292.59		
October-13	\$ 98,677.18	111,569.06		
November-13	\$ 108,663.37	112,864.92		
December-13	\$ 95,504.62	108,508.92		
January-14	\$ 90,526.57	105,731.35		
February-14	\$ 95,932.77	105,564.59		
March-14	\$ 106,207.55	105,543.06		
April-14	\$ 105,106.90	103,817.15		
May-14	\$ 126,780.42	105,405.24		
June-14	\$ 122,329.65	106,037.67		
July-14	\$ 123,990.22	106,694.13		
August-14	\$ 123,558.68	108,206.34		
September-14	\$ 121,283.21	109,880.10	-1%	
October-14	\$ 117,156.00	111,420.00		18,478.82
November-14	\$ 100,441.29	110,734.82		(8,222.08)
December-14	\$ 122,840.42	113,012.81		27,335.80
January-15	\$ 103,007.93	114,052.92		12,481.36
February-15	\$ 112,139.88	115,403.51		16,207.11
March-15	\$ 127,266.63	117,158.44		21,059.08
April-15	\$ 123,547.97	118,695.19		18,441.07
May-15	\$ 135,801.78	119,446.97		9,021.36
June-15	\$ 137,144.71	120,681.56		14,815.06
July-15	\$ 128,476.43	121,055.41		4,486.21
August-15	\$ 136,556.55	122,138.57		12,997.87
September-15	\$ 128,445.30	122,735.41	0.5%	154,263.75
October-15	\$ 122,274.73	123,161.97	0.3%	5,118.73
November-15	\$ 97,130.45	122,886.07	-0.2%	(3,310.84)
December-15	\$ 120,925.72	122,726.51	-0.1%	(1,914.70)
January-16	\$ 95,640.79	122,112.58	-0.5%	(7,367.14)
February-16	\$ 122,075.00	122,940.51	0.7%	9,935.12
March-16	\$ 125,126.47	122,762.16	-0.1%	(2,140.16)
April-16	\$ 133,168.61	123,563.88	0.7%	9,620.64
May-16	\$ 127,903.39	122,905.68	-0.5%	(7,898.39)
June-16	\$ 138,277.35	123,000.07	0.1%	1,132.64
July-16	\$ 137,112.05	123,719.70	0.6%	8,635.62
August-16	\$ 122,011.77	122,507.64	-1.0%	(14,544.78)
September-16	\$ 123,214.13	122,071.71	-0.4%	(5,231.17)
October-16	\$ 125,742.18	122,360.66	0.2%	3,467.45
November-16	\$ 106,107.91	123,108.78	0.6%	8,977.46
December-16	\$ 115,211.30	122,632.58	-0.4%	(5,714.42)
January-17	\$ 109,074.30	123,752.04	0.9%	13,433.51
February-17	\$ 133,149.53	124,674.92	0.7%	11,074.53
March-17	\$ 125,256.31	124,685.74	0.0%	129.84
April-17	\$ 141,620.01	125,390.02	0.6%	8,451.40
May-17	\$ 134,431.96	125,934.07	0.4%	6,528.57
June-17	\$ 144,846.30	126,481.48	0.4%	6,568.95
July-17	\$ 151,079.81	127,645.46	0.9%	13,967.76
August-17	\$ 129,071.59	128,233.78	0.5%	7,059.82
September-17	\$ 135,021.27	129,217.71	0.8%	11,807.14
October-17	\$ 123,988.86	129,071.60	-0.1%	(1,753.32)
November-17	\$ 119,430.07	130,181.78	0.9%	13,322.16
December-17	\$ 121,667.55	130,719.80	0.4%	6,456.25
January-18	\$ 110,050.04	130,801.11	0.1%	975.74
February-18	\$ 118,809.67	129,606.12	-0.9%	(14,339.86)
March-18	\$ 163,782.62	132,816.65	2.5%	38,526.31
April-18	\$ 145,400.13	133,131.66	0.2%	3,780.12
May-18	\$ 154,206.86	134,779.56	1.2%	19,774.90
June-18	\$ 157,316.21	135,818.72	0.8%	12,469.91
July-18	\$ 130,237.43	134,081.86	-1.3%	(20,842.38)
August-18	\$ 146,029.95	135,495.06	1.1%	16,958.36
September-18	\$ 130,130.39	135,087.48	-0.3%	(4,890.88)
October-18	\$ 146,257.29	136,943.18	1.4%	22,268.43
November-18	\$ 126,487.42	137,531.30	0.4%	7,057.35
December-18	\$ 134,605.78	138,609.48	0.8%	12,938.23
January-19	\$ 124,058.02	139,776.81	0.8%	14,007.98
February-19	\$ 130,276.13	140,732.35	0.7%	11,466.46
March-19	\$ 148,613.27	139,468.24	-0.9%	(15,169.35)
April-19	\$ 143,889.36	139,342.34	-0.1%	(1,510.77)
May-19	\$ 150,048.93	138,995.85	-0.2%	(4,157.93)
June-19	\$ 161,909.08	139,378.59	0.3%	4,592.87
July-19	\$ 156,798.02	141,591.97	1.6%	26,560.59
August-19	\$ 137,090.02	140,846.98	-0.5%	(8,939.93)
September-19				

\$36,000.00



Combined Data	Actual	12 Month Average
Oct. '11	\$ 97,759.96	
Nov. '11	\$ 79,983.70	
Dec. '11	\$ 91,241.62	
Jan. '12	\$ 81,160.97	
Feb. '12	\$ 84,289.98	
March '12	\$ 93,062.99	
April '12	\$ 108,535.09	
May '12	\$ 112,419.77	
June '12	\$ 102,831.54	
July '12	\$ 107,406.20	
August '12	\$ 87,399.40	
Sept. '12	\$ 88,627.08	94,559.86
Oct. '12	\$ 95,359.49	94,359.82
Nov. '12	\$ 93,113.16	95,453.94
Dec. '12	\$ 147,776.59	100,165.19

Combined Data	Actual	12 Month Average
Jan. '13	\$ 264,846.35	\$ 271,320.34
Feb. '13	\$ 265,798.33	\$ 271,025.17
March '13	\$ 297,257.09	\$ 272,616.63
April '13	\$ 290,482.95	\$ 273,000.02
May '13	\$ 283,224.93	\$ 273,002.39
June '13	\$ 269,616.26	\$ 271,648.11
July '13	\$ 289,414.94	\$ 271,526.54
August '13	\$ 271,977.45	\$ 273,840.58
Sept '13	\$ 245,326.30	\$ 274,277.79
Oct. '13	\$ 231,687.06	\$ 272,945.94
Nov. '13	\$ 266,490.98	\$ 274,899.25
Dec. '13	\$ 250,320.36	\$ 268,870.25
January-14	\$ 237,311.97	\$ 266,575.72
February-14	\$ 254,440.64	\$ 265,629.24
March-14	\$ 305,494.54	\$ 266,315.70
April-14	\$ 266,458.25	\$ 264,313.64
May-14	\$ 301,508.36	\$ 265,837.26
June-14	\$ 291,167.40	\$ 267,633.19
July-14	\$ 301,338.28	\$ 268,626.80
August-14	\$ 300,975.42	\$ 271,043.30
September-14	\$ 265,723.07	\$ 272,743.03
October-14	\$ 267,842.35	\$ 275,755.97
November-14	\$ 252,068.74	\$ 274,554.12
December-14	\$ 277,494.71	\$ 276,818.64
January-15	\$ 264,814.59	\$ 279,110.53
February-15	\$ 275,914.38	\$ 280,900.01
March-15	\$ 287,635.72	\$ 279,411.77
April-15	\$ 286,826.76	\$ 281,109.15
May-15	\$ 313,244.05	\$ 282,087.12
June-15	\$ 282,465.71	\$ 281,361.98
July-15	\$ 288,747.29	\$ 280,312.73
August-15	\$ 289,717.09	\$ 279,374.54
September-15	\$ 259,276.42	\$ 278,837.32
October-15	\$ 269,499.04	\$ 278,975.38
November-15	\$ 231,495.48	\$ 277,260.94
December-15	\$ 269,066.83	\$ 276,558.61
January-16	\$ 238,541.99	\$ 274,369.23
February-16	\$ 291,502.41	\$ 275,668.23
March-16	\$ 291,087.48	\$ 275,955.88
April-16	\$ 309,581.51	\$ 277,852.11
May-16	\$ 286,191.19	\$ 275,597.70
June-16	\$ 292,726.23	\$ 276,452.75
July-16	\$ 305,728.43	\$ 277,867.84
August-16	\$ 270,071.27	\$ 276,230.69
September-16	\$ 275,733.18	\$ 277,602.09
October-16	\$ 274,472.04	\$ 278,016.50
November-16	\$ 247,992.20	\$ 279,391.23
December-16	\$ 268,216.05	\$ 279,320.33
January-17	\$ 247,153.71	\$ 280,037.98
February-17	\$ 284,200.66	\$ 279,429.50
March-17	\$ 285,992.12	\$ 279,004.88
April-17	\$ 302,238.67	\$ 278,392.98
May-17	\$ 290,962.25	\$ 278,790.57
June-17	\$ 299,368.42	\$ 279,344.08
July-17	\$ 325,774.45	\$ 281,014.59
August-17	\$ 271,079.65	\$ 281,098.62
September-17	\$ 290,812.66	\$ 282,355.24
October-17	\$ 261,890.12	\$ 281,306.75
November-17	\$ 257,126.60	\$ 282,067.95
December-17	\$ 265,468.40	\$ 281,838.98
January-18	\$ 251,664.94	\$ 282,214.91
February-18	\$ 266,887.23	\$ 280,772.13
March-18	\$ 341,326.99	\$ 285,383.37
April-18	\$ 302,558.94	\$ 285,410.05
May-18	\$ 309,394.90	\$ 286,946.11
June-18	\$ 315,165.78	\$ 288,262.56
July-18	\$ 280,135.02	\$ 284,459.27
August-18	\$ 297,367.02	\$ 286,649.88
September-18	\$ 273,112.84	\$ 285,174.90
October-18	\$ 284,193.35	\$ 287,033.50
November-18	\$ 261,428.77	\$ 287,392.02
December-18	\$ 285,279.25	\$ 289,042.92
January-19	\$ 261,501.33	\$ 289,862.62
February-19	\$ 274,639.01	\$ 290,508.60
March-19	\$ 331,772.58	\$ 289,712.40
April-19	\$ 293,325.44	\$ 288,942.94
May-19	\$ 311,013.26	\$ 289,077.80
June-19	\$ 315,238.07	\$ 289,083.83
July-19	\$ 307,867.40	\$ 291,394.86
August-19	\$ 290,318.13	\$ 290,807.45
September-19		



Harbor Department Report

To: City Council
From: Chuck Fortin, Harbormaster
Date: November 5, 2019
Subject: No Action Needed - Department Report for Bay Saint Louis Municipal Harbor Department.

Attachments:

1. Harbor Report dated November 1, 2019

Bay St Louis Municipal Harbor														
Occupancy and sales				Quarter 1-2019					Quarter 2-2019					PRIOR
				Jan 1	Feb 1	Mar 1	Q1Average%		April	May 1	June 1	Q2 Average %	YTD	YTD
	Total slips			163	163	163			163	163	163			
	Occupied			137	139	145	140		149	152	154	152	146	140
	Vacant			26	24	18			14	11	9			
	Occupancy %			84	85	89	86		91	93	94	93	90	86
	60' Slips			10	10	10			10	10	10			
	Occupied			9	9	9			9	9	9			
	Vacant			1	1	1			1	1	1			
	Occupancy %			90	90	90	90		90	90	90	90	90	90
	50' Slips			23	23	23			23	23	23			
	Occupied			22	22	23			23	23	23			
	Vacant			1	1	0			0	0	0			
	Occupancy %			97	97	100	98		100	100	100	100	99	100
	45' Slips			22	22	22			22	22	22			
	Occupied			22	22	22			22	22	22			
	Vacant			0	0	0			0	0	0			
	Occupancy %			100	100	100	100		100	100	100	100	100	95
	40' Slips			32	32	32			32	32	32			
	Occupied			32	32	31			31	31	31			
	Vacant			0	0	1			1	1	1			
	Occupancy %			100	100	97	99		97	97	97	97	98	88
	35' Slips			66	66	66			66	66	66			
	Occupied			45	46	51			54	57	60			
	Vacant			21	20	15			12	9	6			
	Occupancy %			68	69	77	71		82	85	90	86	79	75
	25' Slips			10	10	10			10	10	10			
	Occupied			7	8	9			10	10	9			
	Vacant			3	2	1			0	0	1			
	Occupancy %			70	80	90	80		100	100	90	97	89	93

[illegible]

	Quarter 3-2019					Quarter 4 -2019					Prior YTD Average %
	July 1	August 1	Sept 1	Q3Average%	YTD%	OCT 1	NOV 1	DEC 1	Q4 Average %	YTD Average %	
Total slips	163	163	163			163	163	163			
Occupied	153	153	150	152	148	154	154				
Vacant	10	10	13			9	9				
Occupancy %	94	94	92	93	91	95	95				
60' Slips	10	10	10			10	10	10			
Occupied	9	9	9			9	9				
Vacant	1	1	1			1	1				
Occupancy %	90	90	90	90	90	90	90				
50' Slips	23	23	23			23	23	23			
Occupied	23	23	23			23	23				
Vacant	0	0	0			0	0				
Occupancy %	100	100	100	100	99	100	100				
45' Slips	22	22	22			22	22	22			
Occupied	22	22	22			22	22				
Vacant	0	0	0			0	0				
Occupancy %	100	100	100	100	100	100	100				
40' Slips	32	32	32			32	32	32			
Occupied	31	31	31			31	31				
Vacant	1	1	1			1	1				
Occupancy %	97	97	97	97	98	97	97				
35' Slips	66	66	66			66	66	66			
Occupied	58	58	55			59	59				
Vacant	8	8	11			7	7				
Occupancy %	88	88	83	86	81	89	89				
25' Slips	10	10	10			10	10	10			
Occupied	10	10	10			10	10				
Vacant	0	0	0			0	0				
Occupancy %	100	100	100	100	92	100	100				

							PRIOR						
	Jul-19	Aug-19	Sep-19	Q3 TOTAL	YTD	YTD	YTD	Oct-19	Nov-19	Dec-19	YTD TOTAL	PRIOR YTD	
Transients	22	20	13	55	149	173	173	18					
Fuel (gal)													
Diesel	2573	2733	2261	7567	18605	28249	28249	880					
Gas	9879	7555	5226	22660	49592	49572	49572	2486					
Ice Sales (bags)													
20 lb	150	94	63	307	534	615	615	30					
10 lb	39	29	11	79	110	145	145	18					



City Council Department Report

To: City Council
From: Lisa Tilley, Clerk of Council
Date: November 5, 2019
Subject: Motion to adjourn.