



City of Gulfport, Mississippi

Agenda City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, July 22, 2014

1:30 PM

*Gulfport City Hall
Council Chambers*

1:30 p.m. Invocation, Pledge of Allegiance, Call to Order

Agenda Order Confirmation or adjustment of the agenda order

Presentation Agenda

Policy Issues

Minutes / Code Enforcement

1. Approval of minutes - for June 24, 30 & July 8, 2014.
2. Code Enforcement Hearing – on resolution to declare that certain properties are in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community and to authorize advertisements for bids for lot clean-ups or demolitions.

Planning

3. Appeal - of a decision by the Zoning Board of Adjustment and Appeals denying a request for a Special Exception to allow a 14' by 70' mobile home on tax parcel 0810F-02-032.000 containing 4,379 square feet, located south of and adjacent to Jefferson Street, west of and adjacent to Florida Avenue, north of John Hill Boulevard west, east of Texas Avenue - Case # 1405ZB022 - Ward 3.
4. Final Plat Approval - for a 4-lot single family subdivision (Florence Gardens Subdivision, Phase 3A-1) under the Florence Gardens Community Regulating Plan on tax parcel 0908E-01-001.001 containing approx. 1.5 acres, zoned T4L, located south of O'Neal Road, east of Three Rivers Road, north of Dedeaux Road and west of Preservation Drive - Case # 1406PC035 - Ward 6.

Resolutions

5. Resolution - approving Replacement Memorandum of Understanding with MDOT for the widening of 28th Street from 22nd Avenue to 34th Avenue.
6. Resolution authorizing and directing the issuance of the General Obligation Bond,

Series 2014 (the "City Bond"), of the city in the aggregate principal amount not to exceed thirty million dollars (\$30,000,000) in accordance with the Resolution entitled "Resolution declaring the intention of the City Council of the City of Gulfport, Mississippi, to issue General Obligation Street Bonds of said city in the principal amount of not to exceed thirty million dollars (\$30,000,000) to raise money for the purpose of erecting municipal buildings, auditoriums and community centers, gymnasiums and athletic stadiums, preparing and equipping athletic fields, and purchasing buildings and land therefor, and for repairing, improving, adorning and equipping the same and for erecting, equipping and furnishing of buildings to be used as a municipal or civic art center; erecting and purchasing waterworks and other public utility plants and distribution systems or franchises, and repairing, improving and extending the same; establishing sanitary, storm, drainage and sewerage systems, and repairing, improving and extending the same; protecting the municipality, its streets and sidewalks from overflow, caving banks and other like dangers; constructing, improving and paving streets, sidewalks, parkways, walkways and public parking facilities and purchasing land therefor; purchasing land for parks and public playgrounds, and improving, equipping and adorning the same, including without limitation the constructing, repairing and equipping of swimming pools and other recreational facilities; constructing bridges and culverts; constructing, repairing and improving jails in the corporate limits, or within three (3) miles of the corporate limits, and purchasing land therefor; altering or changing the channels of streams and water courses to control, deflect or guide the current thereof; purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; purchasing or renting voting machines and any other election equipment needed in elections held in the municipality; purchasing machinery and heavy equipment which will have an expected useful life in excess of ten (10) years for the use of the public works department, but specifically not including any motor vehicles weighing less than twelve thousand (12,000) pounds; and for related purposes"; prescribing the form and incidents of the city bond; approving the form and execution of a City Bond Purchase Agreement for the sale of the City Bond and a Bank Bonds Purchase Agreement for the sale of not to exceed thirty million dollars (\$30,000,000) of Mississippi Development Bank Special Obligation Bonds, Series 2014 (Gulfport, Mississippi General Obligation Bond Project) (the "Bank Bonds"); approving and authorizing the form of, execution and distribution of a preliminary official statement and official statement pertaining to the bank bonds; approving the form of the indenture trust for the bank bonds; authorizing insurance of the bank bonds and authorizing covenants with respect thereto; providing for an effective date and paying the related costs of the issuance, sale and delivery of the city bond; and for related purposes.

7. Resolution authorizing and directing the issuance of General Obligation Refunding Bonds, Series 2014, of the City of Gulfport, Mississippi, in the maximum aggregate principal amount of Twenty Million Five Hundred Thousand Dollars (\$20,500,000) to raise money for the purpose of refunding all or a portion of the municipality's General Obligation Public Improvement Bonds (Series 1998), the Municipality's Mississippi Development Bank Special Obligation Bonds, Series 1999 (capital projects & equipment acquisition program) promissory note dated February 5, 2001, and the municipality's Mississippi Development Bank Special Obligation Bonds, Series 1999 (capital projects & equipment acquisition program) promissory note dated December 1, 2000; the municipality's General Obligation Bonds, (Series 2003), the municipality's General Obligation Water and Sewer Bonds, (Series 2005), the municipality's General Obligation Bonds, (Series 2007); and paying the related costs of the issuance, sale and delivery of said refunding bonds and of the redemption of said improvement bonds; prescribing the form and incidents of said refunding bonds; providing for the levy of a sufficient amount of taxes for the payment of said refunding bonds; making provision for maintaining the tax- exempt status of said refunding bonds; approving and authorizing execution of escrow agreements with respect to said refunding bonds and said refunding; approving and authorizing execution of a Bond Purchase Agreement

with respect to said refunding bonds; authorizing the obtaining of a rating or ratings in connection with the sale of said refunding bonds; authorizing the execution of a commitment for municipal bond insurance with respect to said bonds; approving and authorizing the distribution of a Preliminary Official Statement; authorizing the execution and distribution of an official statement pertaining to the sale of the General Obligation Refunding Bonds, Series 2014, of the City of Gulfport, Mississippi; authorizing the execution of a continuing disclosure certificate pertaining to said bonds; acknowledging and authorizing the execution of post issue compliance procedures; and for related purposes.

8. Resolution - approving Master Services Agreement with Compton Engineering, Inc., for Engineering Services related to the repairs of certain Piers and Jetties damaged by Hurricane Isaac.
9. Resolution - by the Gulfport City Council acknowledging and memorializing receipt of mean-high water survey involving particular areas south of U.S. Highway 90 and within "Boundary Agreement" and "Perpetual Dedication and Grant for public use and park".
10. Resolution - by the Gulfport City Council to establish fee schedule for the Police Animal Welfare Shelter (PAWS) and for related purposes.

Budget Amendments / Docket of Claims

11. Budget Amendment # 57 for Community Development Block Grant and HOME Programs for FY 2014.
12. Budget Amendment # 58 - to adjust Munis budget for Grant Modification # 7 between Small Craft Harbor and West Harbor Expansion.
13. Budget Amendment # 59 - to transfer and increase Public Works and Water and Sewer Operations Departments budgets.
14. Budget Amendment # 60 - to establish a budget for the Dolan Avenue drainage project.
15. Budget Amendment # 61 - to roll over a portion of the Public Transportation budget from prior year.
16. Budget Amendment # 62 - to establish the budget for the FY2014 Tidelands Grant Agreement FY14-P401-20GP- City of Gulfport - Bert Jones Yacht Basin.
17. Docket of Claims - to be approved through July 23, 2014.

Routine Agenda

1. Ratification - of fully approved and recorded Interlocal Agreement concerning the Motor Vehicle for Hire Authority - to be made a part of the minutes.
2. Resolution - awarding bids for lot clean-ups and/or demolitions.
3. Monthly Check Register from Associated Adjusters for month of June, 2014.

Year to Date Budget Report for the month ending June 30, 2014.
4. Letter - from the Records Manager requesting approval of the Public Records request for the month of June 2014 - to be made a part of the minutes.
5. Letter - regarding bid awarded by Purchasing for 12" Flange to Flange Ductile Iron Pipes - Public Works Department - to be made a part of the minutes.
6. Letter - regarding bid awarded by Purchasing for police vehicle consoles - Police Department - to be made a part of the minutes.
7. Letter - regarding bid awarded by Purchasing for street light poles - Public Works Department - to be made a part of the minutes.
8. Letter - regarding bid awarded by Purchasing for directional bore - Public Works Department - to be made a part of the minutes.
9. Letter - regarding bid awarded by Purchasing for pressure wash & painting of Public Works Building - to be made a part of the minutes.
10. Letter of recommendation - regarding bids received for City Wide Fuel Supply - Petroleum Traders - to be made a part of the minutes.
11. Letter of recommendation - regarding sole source purchase of E-Citation Ticket Writers for the Police Department - to be made a part of the minutes.
12. Legal Notice for RFP for Playground Design, Equipment & Installation for East North Gulfport Park
13. Notice - request for proposals for Consulting Engineering Services related to the Courthouse Road Improvements Project.
14. Hold Harmless, Release and Waiver of Liability and Indemnity for Department of Leisure Services for use of Waste Pro Bounce House for Back to School Health & Wellness Fair.

15. Request to present the Comprehensive Annual Financial Report for the Fiscal Year ended September 30, 2013, and to accept the Independent Auditors' Report and Special Audit Reports for the Fiscal Year ended September 30, 2013.
16. Request - from Municipal Court for approval to proceed with transition to Tyler-Incode (court case management system) to include; system updates since 2009, new enhanced interfaces, collaborate with GPD - electronic ticket writers, computer(s) upgrades from Windows XP to Windows 7, and server hardware.

Public Agenda

Council Comments

Memorial Adjournment

Executive Session

Setting of Next Meeting and Adjournment



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ronda Cole, Clerk of Council
Clerk

Date: 07/17/2014

Subject: Approval of minutes - for June 24, 30 & July 8, 2014.

Recommendation:



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Nahoma Webb, None
Code Enforcement

Date: 07/17/2014

Subject: Code Enforcement Hearing – on resolution to declare that certain properties are in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community and to authorize advertisements for bids for lot clean-ups or demolitions.

Recommendation:

Memorandum

To: Mayor Billy Hewes and Gulfport City Council

From: Greg Pietrangelo, Director
Department of Urban Development

Date: July 11, 2014

Re: Resolutions to declare property in a state of
uncleanliness and a menace to the public health and
safety of the community and to authorize lot clean-
up and/or demolitions, and for the authority to
advertise for bids to be presented to the City
Council on the 22nd day of July, 2014.

Please place the attached item on the Council agenda for
July 22, 2014.

Subject: Code Enforcement Resolutions to Advertise for
Bids for Lot Clean-ups and/or Demolitions.

The attached items have been routed through the following
departments:

Approve

Disapprove

Dept. of Urban Development

✕

The items have been reviewed and approved by:

_____ Director of Urban Development

_____ CAO or Mayor _____

Memorandum - City of Gulfport

Department of Urban Development

Date: July 11, 2014

To: Mayor Billy Hewes
City Council Members

From: Code Enforcement

RE: Resolutions declaring property in a state of uncleanliness to be a menace to the public health and safety of the community and authorizing lot clean-up and/or demolitions and for approval to advertise for bids to be presented on the 22nd day of July, 2014, to the City Council:

WARD 1

- Parcel 1: 0711K-03-015.000. Lots 9-12 Inc., Blk. 5, Parkway Add. – 1100 Joseph Avenue. Cut and clean grounds and remove all trash and debris from site. (Rojas)
- Parcel 2: 0711K-03-043.000. Lots 50-51, Blk. 1, Dixie Add. – 1227 Dixie Avenue. Cut and clean grounds and remove all trash and debris from site. (Kelly)
- Parcel 3: 0711I-04-014.000. S 18 Ft. of Lot 7 & All of Lot 8, Blk. 12, West Side Add. – 1109 40th Avenue. Cut and clean grounds and remove all trash and debris from site. (Cuevas)
- Parcel 4: 0711H-04-016.000. Lots 2-3, Blk. 9, Southmoor Heights Resurvey 3900 16th Street. Cut and clean grounds and remove all trash and debris from site. (Gomez-Trustee)

WARD 2

- Parcel 5: 0711I-03-056.000. Lots 13-15 Inc. & S 5 Ft. of Lot 16, Blk. 17, West Side Add. – 1008 40th Avenue. Cut and clean grounds and remove all trash and debris from site. (Henderson Est.)
- Parcel 6: 0811H-04-004.000. 1307 3rd Street. Cut and clean grounds and remove all trash and debris from site. (Anderson)
- Parcel 7: 0911B-02-054.000. 190 E Beach Blvd. Cut and clean grounds and remove all trash and debris from site. (Waters Edge Living LLC)
- Parcel 8: 0911B-02-047.000. 227 Arkansas Street. Cut and clean grounds and remove all trash and debris from site. (McCall)

WARD 3

- Parcel 9: 0810N-03-027.000. S 75 Ft. of N 135 Ft. of Lots 11-12, Blk. 11, Standard Land – 2912 23rd Avenue. Cut and clean grounds and remove all trash and debris from site. (Kennedy)
- Parcel 10: 0811C-02-046.000. Lots 25-28, Blk. 54, Original Gulfport – 2320 22nd Avenue. Cut and clean grounds and remove all trash and debris from site. (Triangle Holdings LLC)
- Parcel 11: 0811G-04-048.000. S 80 Ft. of Lots 1-3 Inc., Blk. 14, Soria City – 1904 17th Avenue. Cut and clean grounds and remove all trash and debris from site. (State Sale #64)
- Parcel 12: 0811G-01-004.000. Lot 41, Blk. 20, Soria City – 1535 21st Street. Cut and clean grounds and remove all trash and debris from site. (Daley)
- Parcel 13: 0809M-02-004.028. Lot 127, Forest Heights – 127 Cherry Court. Cut and clean grounds and remove all trash and debris from site. (Mullin & Stallion)

WARD 4

- Parcel 14: 1010E-03-008.019. Lot 20, Clinton Cove Subd. – Mary Ruth Drive. Cut and clean grounds and remove all trash and debris from site. (Aubert)
- Parcel 15: 1010E-03-008.029. Lot 30, Clinton Cove Subd. – Nancy Place. Cut and clean grounds and remove all trash and debris from site. (Caple)

WARD 5

- Parcel 16: 0808O-02-098.000. Lot 107, Bel-Aire Subd. 7th Add. – 110 Ralph Drive. Cut and clean grounds and remove all trash and debris from site. (Nguyen)
- Parcel 17: 0808N-02-065.000. Lot 26, Blk. 15, Bel-Aire Subd. 6th Add. – 113 Washington Street. Cut and clean grounds and remove all trash and debris from site. (Payne Est.)

- Parcel 18: 0809B-03-014.038. Lot 38, Angela Park Subd. Part 2 – 10470 Trace Avenue. Remove all trash and debris from site. (Wright)
- Parcel 19: 0808N-05-001.054. Lot 75, Forest North Subd. Ph. 2 – 10589 East Bay Tree Drive. Cut and clean grounds and remove all trash and debris from site. (Erin & Ruiz)
- Parcel 20: 0908N-05-001.036. Lot 34, Forest North Subd. Ph. 1 – 10624 Sharp Blvd. Cut and clean grounds and remove all trash and debris from site. (Grandberry)
- Parcel 21: 0908N-05-001.035. 10626 Sharp Blvd. Cut and clean grounds and remove all trash and debris from site. (Gonzales-Trust)

WARD 6

- Parcel 22: 0908O-02-039.000. Lot 206, Pine Hill Subd. Part 2 – 2605 Samuel Street. Cut and clean grounds and remove all trash and debris from site. (Silbernagel)
- Parcel 23: 0908O-02-038.000. 2603 Samuel Drive. Cut and clean grounds and remove all trash and debris from site. (Hamada- Trustee)
- Parcel 24: 0908J-01-032.000. Lot 31, Blk. 2, Colonial Est. Subd. – 9 Joanna Lane. Cut and clean grounds and remove all trash and debris from site. (Mullican)

WARD 7

- Parcel 25: 0808O-02-125.030. Lot 32, Williamsburg Subd. – 14358 Williamsburg Drive. Cut and clean grounds and remove all trash and debris from site. (Arguelles)
- Parcel 26: 0808K-03-133.035. Lot 32, Northwood Hills South Ph. II – Sunset Drive. (Cut and clean grounds and remove all trash and debris from site. Ocean View Properties, LLC)
- Parcel 27: 0711I-01-063.000. Lot 17, Blk. 8, Hungerford – 1230 37th Avenue. Cut and clean grounds and remove all trash and debris from site. Repair or demolish unsafe structure. DEMO (Corniche Properties LLC)

There came on for consideration at a meeting of the Mayor and members of the Council of the City of Gulfport, Mississippi, held on the **22nd** day of **July, 2014**, the following Resolution:

A RESOLUTION OF THE MAYOR AND MEMBERS OF THE COUNCIL OF THE CITY OF GULFPORT FINDING AND ADJUDICATING THAT THE HEREIN DESCRIBED PARCELS OF LAND ARE IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND AUTHORIZING ADVERTISEMENT FOR BIDS TO HAVE LAND CLEANED AND TO ASSESS THE COSTS TO THE SAID PROPERTIES

WHEREAS, Mayor and members of the Council of the City of Gulfport finds, determines, and adjudicates, based upon the investigation of the City's Department of Urban Development Code Enforcement Division, that the parcels of land described below are in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community; and

WHEREAS, said properties, as described herein, are lying and being within the City of Gulfport, First Judicial District, Harrison County, Mississippi; and

WHEREAS, the parcels investigated by the Department of Urban Development Code Enforcement Division and recommended by them for adjudication as being parcels in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community are as follows:

- | | |
|------------|--|
| Parcel 1: | 0711K-03-015.000. Lots 9-12 Inc., Blk. 5, Parkway Add. – 1100 Joseph Avenue. Cut and clean grounds and remove all trash and debris from site. (Rojas) |
| Parcel 2: | 0711K-03-043.000. Lots 50-51, Blk. 1, Dixie Add. – 1227 Dixie Avenue. Cut and clean grounds and remove all trash and debris from site. (Kelly) |
| Parcel 3: | 0711I-04-014.000. S 18 Ft. of Lot 7 & All of Lot 8, Blk. 12, West Side Add. – 1109 40th Avenue. Cut and clean grounds and remove all trash and debris from site. (Cuevas) |
| Parcel 4: | 0711H-04-016.000. Lots 2-3, Blk. 9, Southmoor Heights Resurvey 3900 16th Street. Cut and clean grounds and remove all trash and debris from site. (Gomez-Trustee) |
| Parcel 5: | 0711I-03-056.000. Lots 13-15 Inc. & S 5 Ft. of Lot 16, Blk. 17, West Side Add. – 1008 40th Avenue. Cut and clean grounds and remove all trash and debris from site. (Henderson Est.) |
| Parcel 6: | 0811H-04-004.000. 1307 3rd Street. Cut and clean grounds and remove all trash and debris from site. (Anderson) |
| Parcel 7: | 0911B-02-054.000. 190 E Beach Blvd. Cut and clean grounds and remove all trash and debris from site. (Waters Edge Living LLC) |
| Parcel 8: | 0911B-02-047.000. 227 Arkansas Street. Cut and clean grounds and remove all trash and debris from site. (McCall) |
| Parcel 9: | 0810N-03-027.000. S 75 Ft. of N 135 Ft. of Lots 11-12, Blk. 11, Standard Land – 2912 23rd Avenue. Cut and clean grounds and remove all trash and debris from site. (Kennedy) |
| Parcel 10: | 0811C-02-046.000. Lots 25-28, Blk. 54, Original Gulfport – 2320 22nd Avenue. Cut and clean grounds and remove all trash and debris from site. (Triangle Holdings LLC) |
| Parcel 11: | 0811G-04-048.000. S 80 Ft. of Lots 1-3 Inc., Blk. 14, Soria City – |

- 1904 17th Avenue. Cut and clean grounds and remove all trash and debris from site. (State Sale #64)
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- Parcel 21: 0908N-05-001.035. 10626 Sharp Blvd. Cut and clean grounds and remove all trash and debris from site. (Gonzales-Trust)
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- Parcel 27: 0711I-01-063.000. Lot 17, Blk. 8, Hungerford – 1230 37th Avenue. Cut and clean grounds and remove all trash and debris from site. Repair or demolish unsafe structure. DEMO (Corniche Properties LLC)

WHEREAS, the Mayor and members of the Council of the City of Gulfport further find, determine and adjudicate that advertisement for bids to clean the above referenced properties should be made in the form and manner by law provided; and

WHEREAS, the Mayor and members of the Council further find, determine and adjudicate that the cost of the demolition and lot cleanup shall not exceed the aggregate amount of \$20,000.00 per parcel shall be a lien against said property and shall be enrolled in the office of the Circuit Clerk of the First Judicial District of Harrison County, Mississippi as other judgments are enrolled, and thereafter, the Tax Collector of the Municipality shall, upon order of the Mayor and members of the

Council, proceed to sell the herein described land to satisfy said lien as now provided by law for the sale of land for delinquent municipal taxes.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND MEMBERS OF THE COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the City Clerk be and is hereby authorized to advertise for bids to clean the property described above lying and being within the City of Gulfport, First Judicial District of Harrison County, Mississippi.

SECTION 3. That the cost of cleanup of the herein described property, including any penalty assessed, shall be a lien against said property and shall be enrolled in the office of the Circuit Clerk of the First Judicial District of Harrison County, Mississippi, and thereafter, the Tax Collector of the City, shall, upon order of the Mayor and members of the Council, proceed to sell the land to satisfy said lien as now provided by law for the sale of lands delinquent municipal taxes.

Councilmember Walker moved the adoption of the Resolution, which motion was seconded by Councilmember Roland.

Upon being put to a roll call vote, the following ballots were cast:

YEAS:

NAYS:

ABSENT:

WHEREUPON the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2014.

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT OF THE COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the _____ day of _____, 2014.

APPROVED:

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Paula Doyle, Planner III
Planning & Zoning

Date: 07/09/2014

Subject: Appeal - of a decision by the Zoning Board of Adjustment and Appeals denying a request for a Special Exception to allow a 14' by 70' mobile home on tax parcel 0810F-02-032.000 containing 4,379 square feet, located south of and adjacent to Jefferson Street, west of and adjacent to Florida Avenue, north of John Hill Boulevard west, east of Texas Avenue - Case # 1405ZB022 - Ward 3.

Recommendation: On May 15, 2014, the Zoning Board of Adjustment and Appeals denied a special exception request to allow a 14' by 70' mobile home on tax parcel 0810F-02-032.000.

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator *B-12*
Urban Development Department

Date: July 8, 2014

Re: **APPEAL:** Case File Number:1405ZB022 -Belinda Holmes, agent for Roger Boose, property owner request Special Exception approval to allow a 14' by 70' mobile home on tax parcel 0810F-02-032.000 containing 4,379 square feet. (Located south of and adjacent to Jefferson Street, west of and adjacent to Florida Avenue, north of John Hill Boulevard west, east of Texas Avenue) Ward 3.

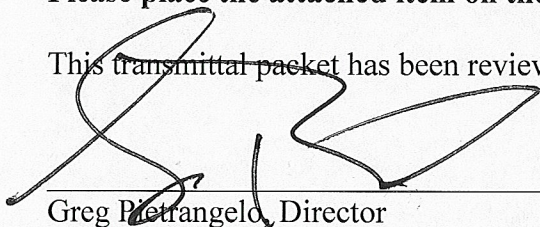
Subject: Appeal of decision by Zoning Board.

Recommendation: On May 15, 2014, the Zoning Board of Adjustment and Appeals denied a special exception request to allow a 14' by 70' mobile home on tax parcel 0810F-02-032.000.

On May 27, 2014, Belinda Holmes, agent for Roger Boose, property owner, filed an Appeal from the Zoning Board decision.

Please place the attached item on the Council agenda for July 22, 2014.

This transmittal packet has been reviewed and approved by:



Greg Pietrangelo, Director

CAO or Mayor

5-27-14

To whom it may concern,

I, Belinda Holmes, would like to appeal the decision made by the zoning board to deny my request for a special exception to place a 14' by 70' mobile home on tax parcel 0810F-02-032.000, containing 4,379 square feet and zoned R-1-5 (located south of and adjacent to Jefferson Street, west of and adjacent to Florida Avenue, north of John Hill Boulevard, and east of Texas Avenue) Ward 3.

Thanks

Belinda Holmes

228-284-7120

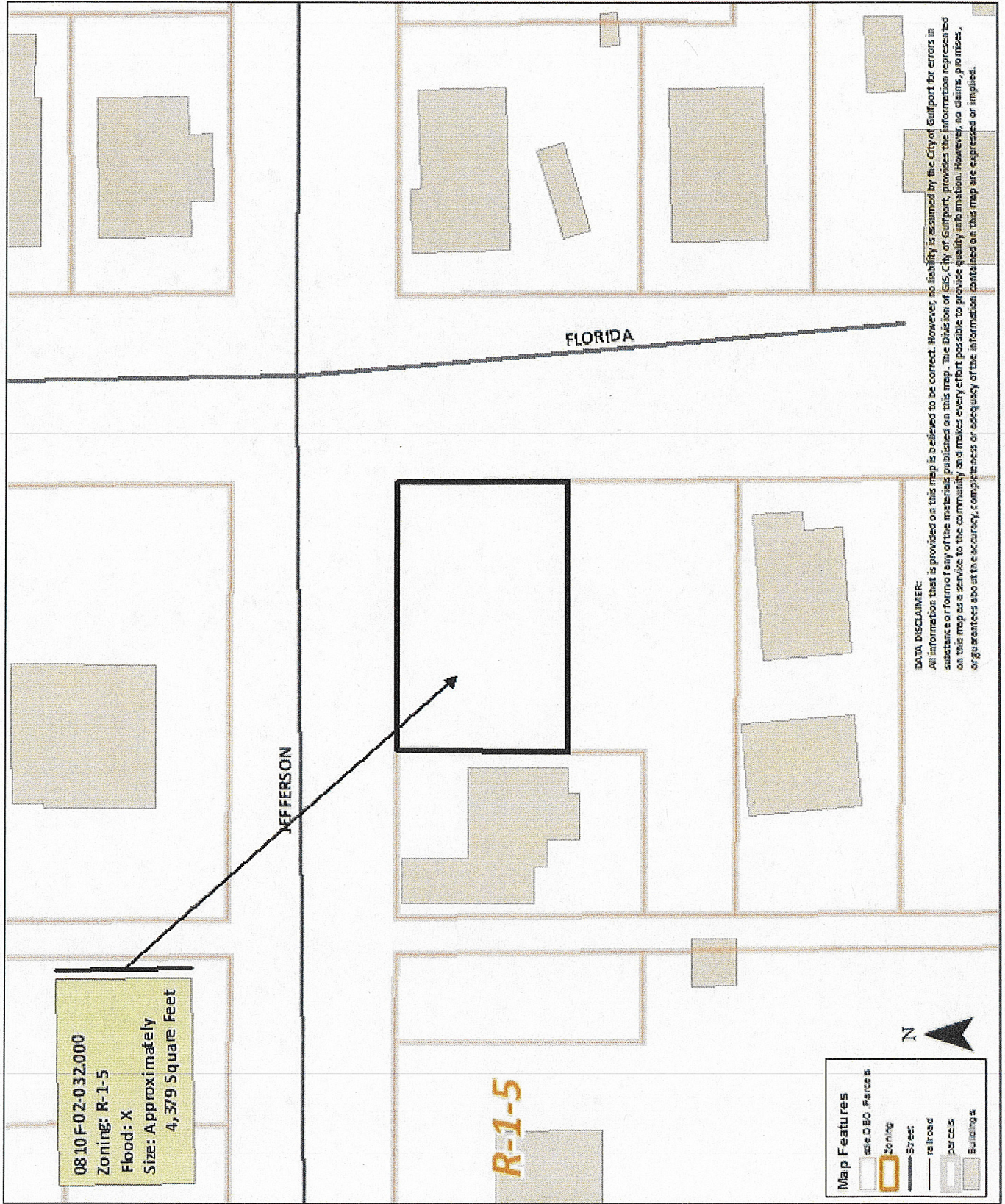
Case file # 1405 ZB032

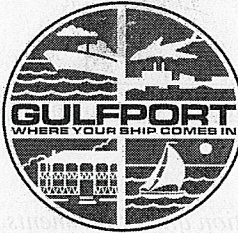
P.O. Box 624

Gulfport, MS 39502

1405ZB022

Special Exception





CITY OF GULFPORT
Urban Development - Planning Division
1410 24th Avenue
Gulfport, MS 39501
(228) 868-5710

APPLICATION FOR SPECIAL EXCEPTION

Property Information

TAX PARCEL #

0	8	1	0	F

 -

0	2

 -

0	3	2

 .

0	0	0

For Staff Use Only
140526022-
Case File #: 1405PC 023
Date Received: 4-2-14
Receipt #: Attached
Received By: [Signature]
Zoning: _____
Ward: _____ Flood: _____
Size: _____

(If necessary, use separate sheet of paper)

Address of Property Involved: 0 Jefferson St

Lot(s) 13 & 14, Block(s) 363, Subdivision North Gulfport

General Location: North Gulfport, Corner of Jefferson & Florida Street

GENERAL DESCRIPTION OF REQUEST:

Permission to place a mobile home (trailer) at the property listed above

OWNERSHIP AND CERTIFICATION:

I hereby certify that I have read and understand this application and that all information and attachments are true and correct. I also certify that I agree to comply with all applicable city codes, ordinances and state laws. Finally, I certify that I am the owner of the property involved in this request or have authorization to act as the owner's agent for the herein described request.

OWNER

Roger Boose

Printed Name Of Owner

8307 Georgia ave

Mailing Address

City

Gpt

State

MS

Zip code

39501

Home Phone

228-206-6691

Work/Cell Phone

Email

Roger Boose By [Signature]
Attorney-in-Fact

Signature Of Owner

AGENT

Belinda Holmes

Printed Name Of Agent

P.O. Box 624

Mailing Address

Gulfport MS 39502

City

228-284-7120

State

228-313-0713

Zip code

Home Phone

N/A

Work/Cell Phone

Email

Belinda.Holmes

Signature Of Agent

If the property or properties listed above have more than one owner, please check this box. In the case of multiple owners, reverse side must be completed. Each additional owner will need to complete and sign the reverse side of this application. We can only accept applications with original signatures.

☐

SECTIONS A. THROUGH H. MUST BE SUBMITTED FOR A COMPLETE APPLICATION.

owner - Roger Boone
agent - Belinda Holmes
Application for Parcel # 0810F-02-032.000
Special Exception

To whom it may concern,

There are several adjacent streets to O Jefferson Street, Lots 13 & 14, which would allow easy access to the property. There are stop signs on the corner. Water and waste disposal will be provided through the city of Gulfport Utility factories. There is a fire station located at 15550 Martin Luther King Blvd, which is 3 miles from the property. The closest police station is located downtown at 2220 15th Street in Gulfport 39501. This police station is approx 5 miles from O Jefferson Street. Allowing me to place my mobile home at O Jefferson St. would not cause a burden to the city or others within that community. Placing my trailer at O Jefferson would not obstruct traffic or cause harm to any pedestrian.

Thanks,
Belinda Holmes

Application for
Special Exception

Owner - Roger Beale
Agent - Belinda Holmes
Parcel # 0810F-02-030.000

1. To reach this property go down 49 North, turn right on Martin Luther King. Go straight to you reach Florida Ave, make a rt go straight, lot is on the corner.
2. I have two parking places on site, that are located on the site map.
3. All of my services are provided by the City of Apt.
4. Utilities are available for this location. MS Power is responsible for providing services for lights. Centerpoint is available for providing gas to that local area. However, my mobile home is total electric.
5. N/A
6. N/A
7. Yes I have required yards and open space. I am applying for a variance.
8. There are several trailers (mobile homes) in the area. There is one diagonally across the street and another up the street from the property.
9. Allowing me to place my mobile home ~~on~~ on the lots listed above would not cause a burden to the city or too to the community as a whole. There are several trailers already placed in the area. My mobile home would blend in with the other homes within that area.

SCANNED



J. H. H. H. 1st Judicial District
Instrument 2013 6367 D - J1
Filed/Recorded 9/11/2013 04:06 P
Total Fees \$ 12.00
3 Pages Recorded

Prepared By:

RICHARD J. SMITH (Bar #7590)
MILLER & SMITH
1922 23rd Avenue
Gulfport, MS 39501
(228) 864-2515

Return To:

MILLER & SMITH
1922 23rd Avenue
Gulfport, MS 39501
(228) 864-2515

GRANTOR(S) NAME(S): ROGER DALE BOOSE
ADDRESS: 14536 Madison St., Gulfport, MS 39501
PHONE NO.: (228) 297-1310

GRANTEE(S) NAME(S): GLORIA J. BOOSE
ADDRESS: 14536 Madison St., Gulfport, MS 39501
PHONE NO.: (228) 297-1310

STATE OF MISSISSIPPI

COUNTY OF HARRISON

GENERAL POWER OF ATTORNEY WITH DURABLE FEATURES

KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned, ROGER DALE BOOSE, DOB July 24, 1955, do hereby nominate, constitute and appoint, GLORIA J. BOOSE, DOB February 27, 1957, as my true and lawful agent and attorney-in-fact, with full power and

authority to do any and all things for me and on my behalf, the same as if I were present and acting in my own behalf, including, but not limited to, the right to endorse and cash checks including social security checks, deposit same to any account, to withdraw funds from any accounts that I might have at any bank or savings and loan association, to withdraw or invest funds in certificates of deposit, to draw checks, drafts and money orders on any of such accounts, to enter any safe deposit box I may have, to execute all leases, contracts, deeds, mortgages, deeds of trust, security agreements and notes covering any real or personal property owned by me, to assign or sell any or all shares of stock, bonds or other securities I may own, and in general to act for me in any and all proper transactions which I might now or hereafter enter into. It is my intention by this instrument to appoint my said agent and attorney-in-fact as my general agent and request that this instrument be construed as liberally as possible in order to effectuate such purpose. I hereby ratify and confirm all acts of my agent performed pursuant to the authority granted in this instrument and authorize any person, firm or corporation dealing with my said agent and attorney-in-fact to rely on this instrument unless and until they have received notice in writing of its revocation or of my death.

This Power of Attorney gives my attorney-in-fact the full power to make health care decisions for me, before or after my death, to the same extent I could make decisions for myself and to the full extent permitted by law, including making a disposition under the State's anatomical gift act, authorizing an autopsy, and directing the disposition of remains. My attorney-in-fact also has the authority to talk to health care personnel, get information and sign forms necessary to carry out these decisions.

This instrument is to be construed and interpreted as a general power of attorney. The enumeration of specific times, rights, acts, or powers herein is not intended to, nor does it limit or restrict, and is not be construed or interpreted as limiting or restricting the general powers herein granted to said attorney-in-fact. Unless sooner revoked by me or terminated by death, this Power of Attorney shall not be affected by subsequent disability or incapacity of the principal, or by lapse of time.

WITNESS MY SIGNATURE, this the 10th day of September, 20 13.

Roger Dale Boose
ROGER DALE BOOSE

**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

PERSONALLY CAME and appeared before me, the undersigned authority in and for the aforesaid County and State, the within named, ROGER DALE BOOSE, who acknowledged that he signed and delivered the above and foregoing General Power of Attorney on the day and year therein set forth.

GIVEN UNDER MY HAND and official seal, this the 10th day of September, 20 13.

My Commission Expires:



Nancy M. Gates
NOTARY PUBLIC



[Signature] 1st Judicial District
Instrument 2013 478 D - J1
Filed/Recorded 1/23/2013 10:23 A
Total Fees \$ 13.00
2 Pages Recorded

INDEXING INSTRUCTIONS:

Lots 13 & 14 Blk 363, North Gulfport 1st Jud. Dist., Harrison County, Ms.

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

GRANTOR:
GLORIA BOOSE
14536 MADISON ST
GULFPORT, MS 39501
PHONE NO: 228-206-0691

GRANTEE:
ROGER BOOSE
8307 GEORGIA AVE
GULFPORT, MS 39501
PHONE NO: 228-234-2825

Prepared By: And Return
GLORIA BOOSE
14536 MADISON ST
GULFPORT, MS. 39501

QUIT CLAIM DEED

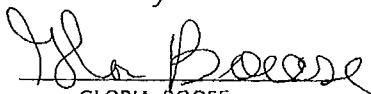
FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS (\$10.00), cash in hand paid, And other good and valuable consideration, the receipt and sufficiency of all of which in hereby acknowledged, I, GLORIA BOOSE as Grantor, do hereby sell, convey and quit claim unto ROGER BOOSE, as Grantee, the following described property situated and being located in the First Judicial District of Harrison County, Mississippi and being further described as follows:

Lots 13 & 14, Inclusive Block 363, North Gulfport Subdivision, according to the Official map or plat on the file and of record in the office of the Chancery Clerk of Harrison County, Mississippi, together with all the improvements situated thereon. PARCEL NO: 0810F-02-032.000

THE ABOVE DESCRIBED PROPERTY IS SUBJECT TO any easements Restrictive covenants rights-of-way, or oil, gas and mineral reservations of record.

AD VALOREM TAXES FOR THE CURRENT YEAR have been prorated as of this date on an estimated basic and are hereby assumed by the Grantee(s), Herein.

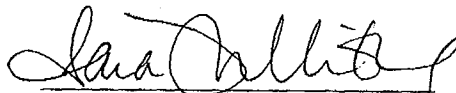
WITNESS MY SIGNATURE(S), THIS 23 DATE OF January 2013.


GLORIA BOOSE

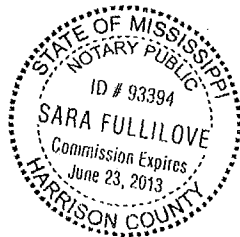
STATE OF MISSISSIPPI
COUNTY OF HARRISON

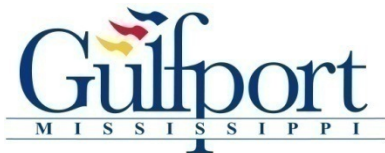
PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid jurisdiction, the within named GLORIA BOOSE, who acknowledged that she signed and delivered the above and foregoing QUIT CLAIM DEED on the day and year therein mentioned.

GIVEN UNDER MY HAND and official seal of office, this 23rd Day
of January 2013.


NOTARY PUBLIC

My Commission Expires





DEPARTMENT OF
URBAN DEVELOPMENT
PLANNING DIVISION

May 16, 2014

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5710
Fax: 228-868-5708

Boose Roger & Gloria
8307 Georgia St
Gulfport, MS 39503

Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

RE: **Special Exception: Case File Number: 1405ZB022**: Belinda Holmes, agent for Roger Boose, property owner request Special Exception approval to allow a 14' by 70' mobile home on tax parcel 0810F-02-032.000, containing 4,379 square feet and zoned R-1-5 (Located south of and adjacent to Jefferson Street, west of and adjacent to Florida Avenue, north of John Hill Boulevard, and east of Texas Avenue) Ward 3.

To Whom It May Concern:

This letter will officially notify you that at their public hearing on Thursday, May 15, 2014, the Gulfport Zoning Board of Adjustment and Appeals denied your special exception request.

To receive special exception approval, both the Planning Commission and Zoning Board must approve the request.

Any person may appeal this decision to the Gulfport City Council within fifteen (15) calendar days of the public hearing. The filing fee for an appeal is based on the actual cost of the required official transcript and any related miscellaneous charges. Any appeal shall be in writing and submitted to the Department of Urban Development-Planning Division stating what decision is being appealed and why you are aggrieved.

If you have any questions or comments, please contact this office.

Sincerely,

Isaac Williams
Planner

cc: Agent, Building Code Services

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Deputy Planning Administrator *p. 12*
Urban Development Department

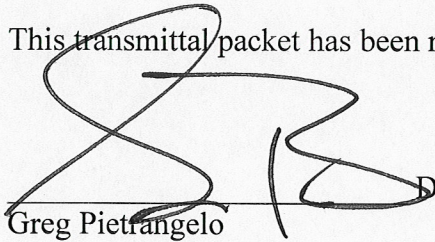
Date of Hearing: May 22, 2014

Re: Special Exception: Case File Number: 1405PC023

Belinda Holmes, agent for Roger Boose, property owner request Special Exception approval to allow a 14' by 70' mobile home on tax parcel 0810F-02-032.000 containing 4,379 square feet. (Located south of and adjacent to Jefferson Street, west of and adjacent to Florida Avenue, north of John Hill Boulevard west, east of Texas Avenue) Ward 3

Recommendation: Staff recommendation is to approve the request with conditions.

This transmittal packet has been reviewed and approved by:


Greg Pietrangelo Director of Urban Development Department

STAFF REPORT

(Special Exception Use)

GENERAL INFORMATION

Case File Number: 1405ZB022-1405PC023

Hearing Date: May 22, 2014

Current Zoning/Use: R-1-5/ Vacant

Proposal: Belinda Holmes, agent for Roger Boose, property owner request Special Exception approval to allow a 14' by 70' mobile home on tax parcel 0810F-02-032.000, containing 4,379 square feet and zoned R-1-5

Location: South of and adjacent to Jefferson Street, west of and adjacent to Florida Avenue, north of John Hill Boulevard west, east of Texas Avenue, Ward 3.

ANALYSIS

The applicants request Special Exception approval for a mobile home on a tax parcel containing 4,379 square feet in the R-1-5 district.

The application indicates the site will contain a single mobile home to be used as a dwelling. The Ordinance allows for mobile home uses with "special exception" in the R-1-5 zoning district. The surrounding area consists of residential uses contained within "stick built" and mobile homes.

Based on a site visit on 5/2/14 and review of the submitted information, the proposed mobile home is consistent and compatible with the surrounding area. Therefore, staff finds justification for approval of the applicant's request.

CONDITIONS BY DEPARTMENTS AND AGENCIES

Engineering: No conditions. Memo dated 5/8/14.

Public Works: No conditions. Memo dated 5/8/14.

Traffic and Safety: No conditions. Memo dated 4/29/14.

Fire Department: No conditions. Memo dated 4/28/14.

Police Department: No conditions. Memo dated 4/29/14.

Building Code Services: No conditions. Memo dated 4/23/14.

RECOMMENDATION

Staff recommendation is to approve the applicants request place a mobile home subject to all applicable codes and regulations.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Paula Doyle, Planner III
Planning & Zoning

Date: 07/09/2014

Subject: Final Plat Approval - for a 4-lot single family subdivision (Florence Gardens Subdivision, Phase 3A-1) under the Florence Gardens Community Regulating Plan on tax parcel 0908E-01-001.001 containing approx. 1.5 acres, zoned T4L, located south of O'Neal Road, east of Three Rivers Road, north of Dedeaux Road and west of Preservation Drive - Case # 1406PC035 - Ward 6.

Recommendation:

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Deputy Planning Administrator *h. 12*
Urban Development Department

Date: July 8, 2014

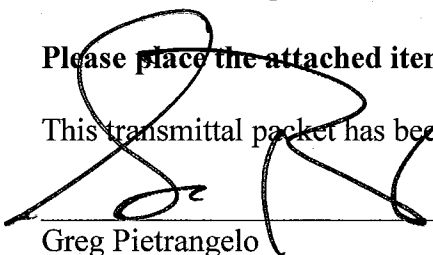
Re: **Case File Number -1406PC035:** David J. Machado, P.E., agent for Florence Gardens, LLC, property owner, requests Final Plat approval for a 4-lot single family subdivision (Florence Gardens Subdivision, Phase 3A-1) under the Florence Gardens Community Regulating Plan on tax parcel 0908E-01-001.001 containing approx. 1.5 acres, zoned T4L. (Located south of O'Neal Road, east of Three Rivers Road, north of Dedeaux Road and west of Preservation Drive.) Ward 6.

Subject: Final Plat of Florence Garden Subdivision, Phase 3A-1

Recommendation: On June 26, 2014, the Planning Commission recommended approval of the final plat for Florence Garden Subdivision, Phase 3A-1. On May 28, 2014, Engineering conducted a final inspection of the referenced subdivision and the improvements are approved. No bond will be required as the infrastructure work for this area was actually installed, accepted, and bonded during Phase II.

Please place the attached item on the Council agenda for July 22, 2014.

This transmittal packet has been reviewed and approved by:



Greg Pietrangelo

Director of Urban Development Department

CAO or Mayor



MACHADO | PATANO

1641 Popps Ferry Rd., Suite A-4 • Biloxi, MS 39532
Office 228.388.1950 • Fax 228.388.1971

www.mpeng.us

June 3, 2014

Ms. Paula Doyle
Urban Development Planning Division
Post Office Box 1780
1410 24th Avenue, Room 206
Gulfport, MS 39502

RE: General Plan Approval – Florence Gardens Phase 3
Gulfport, MS

Dear Ms. Doyle:

As you know, we received General Plan Approval for Florence Gardens Phase 3 back in August, 2013. The General Plan Approval was subsequently amended to split Phase 3 into Sections A & B (section A includes 20 lots and section B includes 54 lots) and that approval was received by the Planning Commission in December, 2013.

Currently, we are submitting our plat for a phase that we are calling Florence Gardens, Phase 3A-1. This phase includes 4 lots that were part of section A and already had infrastructure improvements complete and accepted as part of construction activities in Phase 2 (see attached letter from Gulfport Engineering). We respectfully request that these lots be allowed to be platted separately from the 20 original lots that were part of Phase 3A.

We expect to be complete with the remaining 16 lots in Phase 3A with-in 60 days; however we have not begun construction on Phase 3B at this time. We request that the General Plan Approval be extended 90 days for the Phase 3-A portion of the General Plan approval to allow construction of Phase 3A (16 remaining lots) to be completed.

Should you have any questions or concerns, please do not hesitate to contact me.

Respectfully,
MACHADO | PATANO, PLLC

David J. Machado, P.E.

w/ enclosures



**DEPARTMENT OF
ENGINEERING**

4050 Hewes Ave.
Gulfport, MS 39507-3903
Phone: 228-868-5815
Fax: 228-868-5822

5/28/2014

Mrs. Paula Doyle
Urban Development Planning Division
Post Office Box 1780
1410 24th Avenue, Room 206
Gulfport, MS 39502
Telephone (228) 868-5710
Fax (228) 868-5708

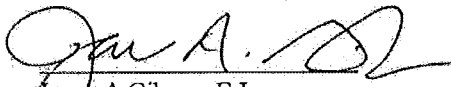
Re: Florence Gardens Phase III A-1 Subdivision

Dear Mrs. Doyle:

On May 28, 2014 Engineering conducted a final inspection of the referenced subdivision and the improvements are approved. No bonds will be required as the infrastructure work for this area was actually installed, accepted, and bonded during Phase II.

If you have any question or concerns, please feel free to contact me.

Respectfully,


Jason A. Gibson, E.I.
Assistant City Engineer
City of Gulfport



CITY OF GULFPORT
Urban Development - Planning Division
1410 24th Avenue
Gulfport, MS 39501
(228) 868-5710

APPLICATION FOR FINAL PLAT

For Staff Use Only

Case File #: 1406PL035Date Received: 5-29-14Receipt #: attachedReceived By: RD

Zoning: _____

Ward: _____ Flood: _____

Size: _____

(If necessary, use separate sheet of paper)

TAX PARCEL #	0	9	0	8	E	0	1	0	0	1	0	0	1

Address of Property Involved: O'Neal Road Gulfport, MSLot(s) 4, Block(s) _____, Subdivision Florence Gardens Phase 3A-1General Location: Florence Gardens is on O'Neal Road, 3 miles east of Hwy 49 or 1.7 miles west of Hwy 605.

GENERAL DESCRIPTION OF REQUEST:

This general plan was approved for 71 lots in July, 2013. We subsequently received permission to break out 20 lots to be called Phase 3A, in

December 2013. We respectfully request to plat 4 lots as part of Phase 3A and call it Phase 3A-1. The remaining 16 lots will be called Phase

3A-2.

OWNERSHIP AND CERTIFICATION:

I hereby certify that I have read and understand this application and that all information and attachments are true and correct. I also certify that I agree to comply with all applicable city codes, ordinances and state laws. Finally, I certify that I am the owner of the property involved in this request or have authorization to act as the owner's agent for the herein described request.

OWNER

Ryan Goldin - Florence Gardens, LLC

Printed Name Of Owner
12321 Preservation Drive

Mailing Address

Gulfport, MS 39503

City State Zip code
228-539-5039

Home Phone Work/Cell Phone

Email

Ry Goldin
Signature Of Owner

AGENT

David J. Machado, P.E.

Printed Name Of Agent
1641 Popps Ferry Rd., Ste. A4

Mailing Address

Biloxi MS 39503

City State Zip code
228-348-1017 228-388-1950

Home Phone Work/Cell Phone

david@mpeng.us

Email

David J. Machado
Signature Of Agent

If the property or properties listed above have more than one owner, please check this box. In the case of multiple owners, reverse side must be completed. Each additional owner will need to complete and sign the reverse side of this application. We can only accept applications with original signatures.

☐

SECTIONS A. THROUGH G. MUST BE SUBMITTED FOR A COMPLETE APPLICATION.

contact: Terry Robinson - 228-961-9107

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, SEAWAY DEVELOPMENT COMPANY, LLC, a Mississippi limited liability company, does hereby sell, convey and warrant unto FLORENCE GARDENS, LLC, a Mississippi limited liability company, the following described real property situated and being located in the First Judicial District, Harrison County, State of Mississippi, as follows, to-wit:

SEE ATTACHED EXHIBIT "A"

This conveyance is made subject to any and all recorded restrictive covenants, easements, rights of way, and oil, gas and mineral reservations of record.

The taxes for the current year are assumed by the Grantee.

WITNESS THE SIGNATURE of the duly authorized member of said company this the 15th day of November, 2004.

SEAWAY DEVELOPMENT COMPANY, LLC

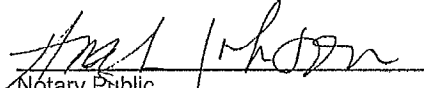
BY:


Martin C. Goldin, Member

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the aforesaid County and State, on this 21st day of February 2005, within my jurisdiction, the within named Martin C. Goldin, who acknowledged that he is a Member of SEAWAY DEVELOPMENT COMPANY, LLC, a Mississippi limited liability company, and that for and on behalf of said company and as its act and deed, he executed the above and foregoing instrument after first having been duly authorized by said company so to do.


Notary Public

My Commission Expires:

10/15/07

Grantor's Address:
P.O. Box 2879
Gulfport, MS 39505
(228) 897-1776

Grantee's Address:
P.O. Box 2879
Gulfport, MS 39505
(228) 897-1776

Instrument Prepared By:

Balch & Bingham LLP, P. O. Box 130, Gulfport, Mississippi 39502; (228) 864-9900. This Warranty Deed prepared without the benefit of a current title examination.

Indexing Instructions:

NW ¼ of NW ¼, Sec. 1-T7S-R11W;
NE ¼, NE ¼ of SE ¼, NW ¼ of SE ¼, SW ¼ of SE ¼, and NE ¼ of SW ¼, Sec. 2-T7S-R11W;
NW ¼ of NE ¼ and SW ¼ of NE ¼, Sec. 11-T7S-R11W;
all in the 1st J.D., Harrison County, MS

EXHIBIT A
Page 1

PARCEL I

Being one and the same as that parcel acquired by Warranty Deed from William Russell Love and Amanda Collins Love dated January 22, 1999, and recorded in Deed Book 1439 at Page 11:

A PARCEL OF LAND SITUATED IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A NAIL WITH CAP FOUND AT THE NORTHWEST CORNER OF SECTION 1, SAID POINT LYING IN THE CENTERLINE OF O'NEAL ROAD; THENCE ALONG THE WEST LINE OF SAID SECTION 1, S00°24'10"W 25.04' TO AN IRON ROD ON THE SOUTH MARGIN OF O'NEAL ROAD, BEING THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH MARGIN, N89°12'31"E 344.74' TO AN IRON ROD FOUND; THENCE S01°10'15"W 871.18' TO AN IRON ROD FOUND; THENCE S89°08'57"E 149.99' TO AN IRON ROD FOUND; THENCE S01°10'45"W 442.60' TO AN IRON ROD LYING ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1; THENCE ALONG SAID SOUTH LINE, S89°50'03"W 477.00' TO AN IRON ROD AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1; THENCE ALONG THE WEST LINE OF SECTION 1, N00°24'10"E 1312.39' TO THE POINT OF BEGINNING, CONTAINING 11.661 ACRES.

EXHIBIT A

Page 2

PARCEL II

Being one and the same as that parcel acquired by Warranty Deed from Adrian O'Neal, et al, Trustees of the Edon Family Trust, dated September 28, 1998, and recorded in Deed Book 1426 at Page 205:

A PARCEL OF LAND BEING THAT PART OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, LYING SOUTH OF THE SOUTH MARGIN OF O'NEAL ROAD, AND ALSO THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A NAIL WITH CAP LOCATED AT THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, SAID POINT LYING IN THE CENTERLINE OF O'NEAL ROAD; THENCE ALONG THE EAST LINE OF SAID SECTION 2, 500°13'23"W 25.04' TO AN IRON ROD ON THE SOUTH MARGIN OF O'NEAL ROAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID EAST SECTION LINE, 500°24'10"W 2649.82' TO A FENCE CORNER FOUND AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2; THENCE FURTHER ALONG SAID EAST SECTION LINE, 500°08'28"E 1319.91' TO AN IRON ROD FOUND AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, N89°53'59"W 1346.42' TO AN IRON PIPE FOUND AT THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2; THENCE ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, N00°11'30"W 1327.36' TO A LIGHTARD KNOT FOUND AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2; THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, S89°46'21"W 1329.38' TO A WOOD FENCE CORNER POST FOUND AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2; THENCE ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, N00°35'03"W 1343.79' TO AN IRON ROD FOUND AT A FENCE CORNER POST, BEING THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2; THENCE ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, N00°37'03"W 838.84' TO AN IRON PIPE FOUND; THENCE N00°24'31"E 451.93' TO AN IRON PIPE FOUND ON THE SOUTH MARGIN OF O'NEAL ROAD; THENCE ALONG SAID SOUTH MARGIN OF O'NEAL ROAD, N89°46'16"E 2715.42' TO THE POINT OF BEGINNING, CONTAINING 204.433 ACRES, SAID PROPERTY BEING SUBJECT TO A 5 ACRE SOUTHERN NATURAL GAS CORP. RIGHT-OF-WAY LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2 AND DESCRIBED IN DEED BOOK 187, PAGE 530.

EXHIBIT A

Page 3

PARCEL III

Being one and the same as that parcel acquired by Alan H. Goldin, et al., by Warranty Deed from Lewis N. Vance and Jeff Vance dated July 15, 1998, and recorded in Deed Book 1416 at Page 417:

All of the NW 1/4 of the SE 1/4, all of the SW 1/4 of the SE 1/4, a portion of the NE 1/4 of the SW 1/4; Section 2, Township 7 South, Range 11 West; also a portion of the NW 1/4 of the NE 1/4 of Section 11, Township 7 South, Range 11 West; City of Gulfport, First Judicial District of Harrison County, Mississippi; said parcels of land being more particularly described as follows: For the Point Of Beginning, Commence at a light wood post located at the northeast corner of the NW 1/4 of the SE 1/4 of said Section 2; thence S 00°08'18" W 2667.72 feet along the east line of the W 1/2 of the SE 1/4 of said Section 2; thence continue S 00°08'18" W 1217.01 feet along the east line of the NW 1/4 of the NE 1/4 of said Section 11, to a point located on the southeast right-of-way of a 100-foot wide easement to Mississippi Power Company; thence S 67°22'17" W 268.00 feet along said southeast right-of-way of a 100-foot wide easement to Mississippi Power Company, to a point located on the south line of the NW 1/4 of the NE 1/4 of said Section 11; thence S 89°27'02" W 642.21 feet along the south line of the NW 1/4 of the NE 1/4 of said Section 11; thence N 00°02'19" W 842.38 feet; thence N 89°35'47" W 444.55 feet to a point located on the west line of the NW 1/4 of the NE 1/4 of said Section 11; thence N 00°03'04" W 489.69 feet along the west line of the NW 1/4 of the NE 1/4 of said Section 11; thence N 00°26'34" E 1324.71 feet along the west line of the SW 1/4 of the SE 1/4 of said Section 2; thence S 89°59'19" W 687.38 feet along the south line of the NE 1/4 of the SW 1/4 of said Section 2, to a point located on the east line of Reservation Estates, Unit 2 Part 3, said point being located 11.26 feet northerly from an iron rod located at the southeast corner of Lot 10, Reservation Estates, Unit 2 Part 3; thence N 00°30'22" E 277.36 feet; thence S 89°32'05" E 11.39 feet; thence N 00°48'55" E 116.81 feet; thence N 00°23'29" E 59.78 feet to an iron rod located at the southeast corner of Lot 43, Reservation Estates, Unit 2 Part 3; thence N 00°28'23" E 365.20 feet to an iron rod located at the northeast corner of Lot 46, Reservation Estates, Unit 2 Part 3; thence S 89°31'51" E 269.51 feet; thence N 00°28'09" E 320.00 feet; thence N 89°31'51" W 45.00 feet; thence N 00°28'09" E 70.00 feet; thence N 73°39'43" E 464.44 feet; thence S 89°50'48" E 1329.30 feet along the north line of the NW 1/4 of the SE 1/4 of said Section 2, to the said Point Of Beginning.

Together with a non-exclusive, perpetual easement for ingress and egress more particularly described as follows:

Commence at the Southwest corner of the NW 1/4 of the NE 1/4, Section 11, Township 7 South, Range 11 West, Harrison County, Mississippi; thence South 89°57'10" East a distance of 334.29 feet to a point of beginning; thence Northeasterly along the arch of a curve to the right whose radius is 110.57 feet and delta angle is 89°35'04", a distance of 172.88 feet to a point; thence South 0°22'06" East a distance of 50 feet to a point; thence Southwesterly along the arch of a curve to the right whose radius is 60.57 feet and delta angle is 89°35'04" a distance of 94.57 feet to a point; thence North 89°57'10" West a distance of 50 feet to the point of beginning.

AND ALSO, the following parcel which is conveyed by quitclaim, without warranty and may be subject to claims of others:

A parcel of land within the SW 1/4 of the NE 1/4 of Section 11, Township 7 South, Range 11 West, Harrison County, Mississippi, lying North of the Mississippi Power Company easement and described as starting at the SE corner of the NW 1/4 of the NE 1/4 of Section 11, Township 7 South, Range 11 West and run West a distance of 465.6 feet for the point of beginning; thence continue West a distance of 203.9 feet; thence run South 84.3 feet; run thence Northeast along the Southern boundary of the Mississippi Power Company easement a distance of 220.6 feet to the point of beginning

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Deputy Planning Administrator
Urban Development Department

Date of Hearing: **June 26, 2014**

Re: **Final Plat Approval: Case File Number: 1406PC035**

David J. Machado, P.E., agent for Florence Gardens, LLC, property owner, requests Final Plat approval for a 4-lot single family subdivision (Florence Gardens Subdivision, Phase 3A-1) under the Florence Gardens Community Regulating Plan on tax parcel 0908E-01-001.001 containing approx. 1.5 acres, zoned T4L. (Located south of O'Neal Road, east of Three Rivers Road, north of Dedeaux Road and west of Preservation Drive.) Ward 6.

Recommendation: Staff recommendation is to approve the request with conditions.

This transmittal packet has been reviewed and approved by:

Greg Pietrangelo

Director of Urban Development Department

STAFF REPORT

(Final Plat Approval – Subdivision)

GENERAL INFORMATION

Case File Number: 1406PC035

Hearing Date: June 26, 2014

Current Zoning/Use: T4L (Limited) / Vacant

Proposal: David J. Machado, P.E., agent for Florence Gardens, LLC, property owner, requests Final Plat approval for a 4-lot single family subdivision (Florence Gardens Subdivision, Phase 3A-1) under the Florence Gardens Community Regulating Plan on tax parcel 0908E-01-001.001 containing approx. 1.5 acres, zoned T4L.

Location: South of O’Neal Road, east of Three Rivers Road, north of Dedeaux Road and west of Preservation Drive. Ward 6.

ANALYSIS

The applicant is requesting Final Plat approval for a 4-lot single family subdivision (Florence Gardens, Phase 3A-1). The property is located within the Florence Gardens SmartCode Phase 3 Community Plan and is platted for T4L and T5 transect zones. Phase 3 of the development was approved in December 2013 and will occur in two stages; Phase 3A and Phase 3B. This plat will approve the first 4 lots from Phase 3A and is called 3A-1.

HISTORY

On April 26, 2012, the applicant requested General Plan approval for a 78-lot single family subdivision (Florence Gardens, Phase 3). The request was deferred to the May 24, 2012 meeting to address various issues with Engineering, Public Works and Traffic Departments. The case was deferred indefinitely on May 24, 2012.

On December 19th, 2013, the General Plan, case file 1308PC072, was approved by the Planning Commission, re-established the request, reduced the number of lots from 78 to 71, and defined Phase 3A(20 lots) and 3B (51 lots).

CONDITIONS BY DEPARTMENTS AND AGENCIES

Engineering: No Conditions. Memo 6/12/14.

Public Works: No conditions. Memo 6/5/14.

Traffic and Safety: No comments. Memo 6/17/14.

Fire Department: No condition. Memo 6/17/14.

Police Department: No Conditions. Memo 6/6/2014

Building Code Services: Shall comply with all building codes and ordinances. Memo 6/6/2014.

RECOMMENDATION

The staff recommends to approve the request subject to all applicable rules and regulations.



**DEPARTMENT OF URBAN
DEVELOPMENT**

P.O. Box 1780
Gulfport, MS 39502-1780
Phone: 228-868-5790
Fax: 228-214-4487

William H. Hardy Building
1410 24th Ave.

June 27, 2014

Florence Gardens, LLC
12321 Preservation Drive
Gulfport, MS 39503

RE: **Final Plat Approval: Case File Number: 1406PC035** David J. Machado, P.E., agent for Florence Gardens, LLC, property owner, requests Final Plat approval for a 4-lot single family subdivision (Florence Gardens Subdivision, Phase 3A-1) under the Florence Gardens Community Regulating Plan on tax parcel 0908E-01-001.001 containing approx. 1.5 acres, zoned T4L. (Located south of O'Neal Road, east of Three Rivers Road, north of Dedeaux Road and west of Preservation Drive.) Ward 6.

To Whom It May Concern:

This letter will officially notify you, at the Public Hearing on Thursday, June 26, 2014, the Gulfport City Planning Commission recommended approval of your request subject to all applicable rules and regulations.

This case will then be forwarded to the Gulfport City Council for final consideration and decision. You will be notified by mail of the time, date and place of the City Council Meeting.

Any interested party that may feel aggrieved by the Planning Commission recommendation is entitled to have their objection considered by filing a written notice of objection on or before fifteen (15) calendar days after the date of the Planning Commission hearing. The objection and reasons for objecting to the recommended decision should be stated in writing and filed with the Department of Urban Development-Planning Division. This objection shall be forwarded as part of the record with the record and recommendation from the Planning Commission to the Mayor and City Council. The City Council shall make a final decision based upon the record as submitted. No new evidence may be presented at the meeting.

If you have any questions, please contact this office.

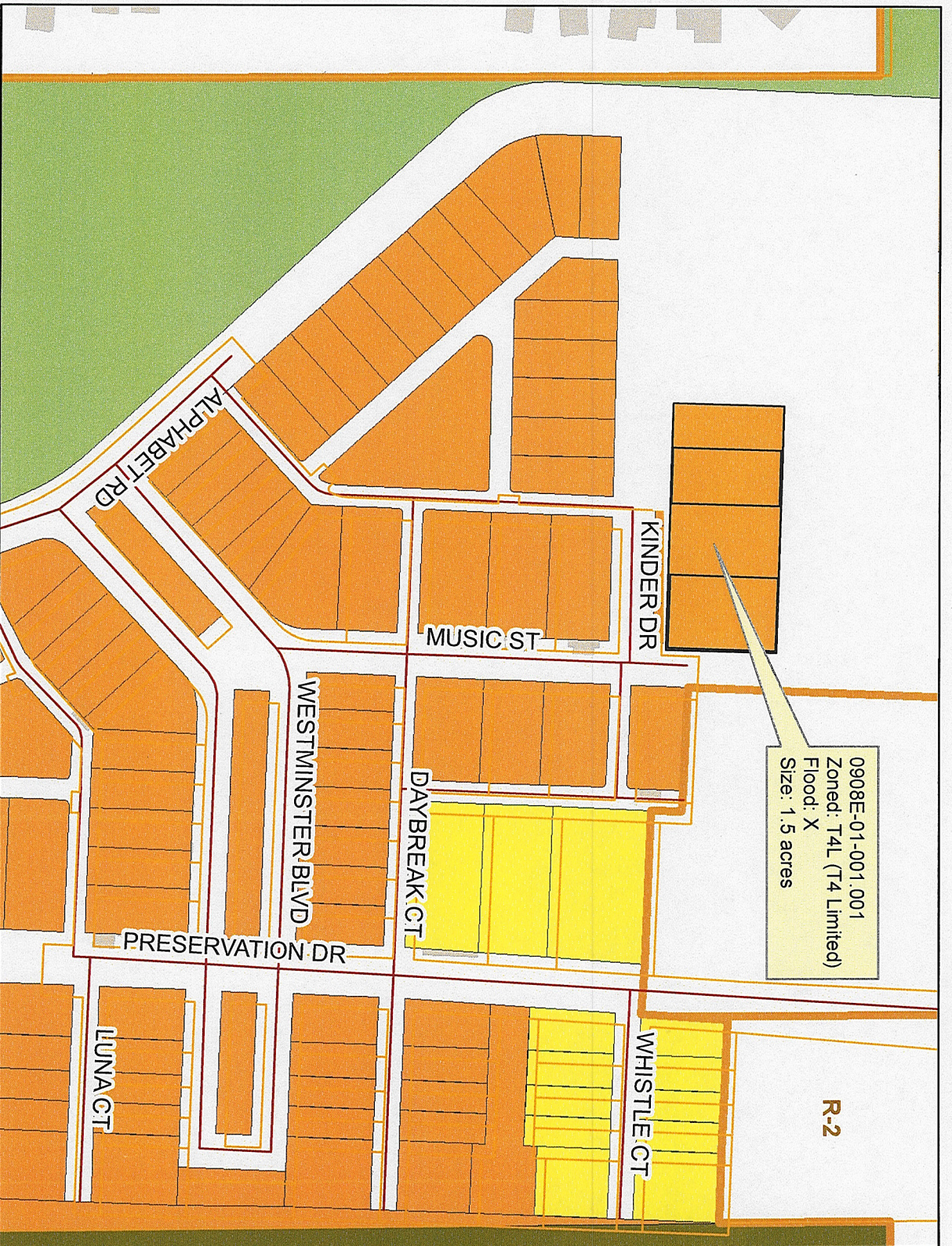
Sincerely,

Isaac Williams
Planner

cc: Building Code Services

Final Plat

1406PC035



Legend

- street_centerlines
- ▒ buildings
- ▒ Parcels
- sde.DBO.streetcenterline
- ▒ Fire Zone
- ▒ Zoning Outline

Smart Code

- TZone
- T6
- T5
- T5M
- T4+
- T4L
- T3
- T2
- T1

DATA DISCLAIMER:

All information that is provided on this map is believed to be correct. However, no liability is assumed by the City of Gulfport for errors in substance or form of any of the materials published on this map. The GIS Division, City of Gulfport, provides the information represented on this map as a service to the community and makes every effort possible to provide quality information. However, no claims, promises, or guarantees about the accuracy, completeness or adequacy of the information contained on this map are expressed or implied.





Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Kris Riemann, Director
Engineering

Date: 07/09/2014

Subject:

Resolution - approving Replacement Memorandum of Understanding with MDOT for the widening of 28th Street from 22nd Avenue to 34th Avenue.

Recommendation:

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2014, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
TO APPROVE REPLACEMENT MEMORANDUM OF UNDERSTANDING WITH THE
MISSISSIPPI DEPARTMENT OF TRANSPORTATION FOR THE WIDENING OF 28TH
STREET FROM 22ND AVENUE TO 34TH AVENUE AND TO AUTHORIZE THE
EXECUTION OF THE SAME BY THE MAYOR**

WHEREAS, previously, the City of Gulfport governing authorities approved and authorized execution of a Memorandum of Agreement with the Mississippi Department of Transportation for the widening of the 28th Street from 22nd Avenue to 34th Avenue; and

WHEREAS, in order to provide for the receipt of federal funds for the 28th Street Widening Project, the Mississippi Department of Transportation has required that the City approve and execute a replacement memorandum of understanding; and

WHEREAS, a proposed REPLACEMENT MEMORANDUM OF UNDERSTANDING WITH THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION FOR THE WIDENING OF 28TH STREET FROM 22ND AVENUE TO 34TH AVENUE, is attached hereto for review as Exhibit “A” hereto and is recommended for approval as being in the best interest of the City of Gulfport.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the REPLACEMENT MEMORANDUM OF UNDERSTANDING WITH THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION FOR THE WIDENING

OF 28TH STREET FROM 22ND AVENUE TO 34TH AVENUE be and it is hereby approved in the same form as is found in Exhibit "A" to this resolution, and the Mayor be, and he is hereby, authorized to execute the same on behalf of the City of Gulfport.

SECTION 3. That this Resolution shall be in effect immediately upon its passage and enactment according to law, and shall be spread upon the minutes of the Gulfport City Council.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2014.

MAYOR

Memorandum – City of Gulfport

To: Margaret Murdock, Legal

CC: Mayor Billy Hewes

Dr. John Kelly, CAO

Wayne Miller, Public Works

From: Kris Riemann, P.E. *RKR*

Date: 7/9/14

Re: Recommendation to Approve “Replacement” Memorandum of Understanding with the Mississippi Department of Transportation for the Widening of 28th Street from 22nd Avenue to 34th Avenue

Attached for your consideration is the referenced “Replacement” Memorandum of Understanding (MOU). This MOU is required by the Mississippi Department of Transportation (MDOT) in order to receive federal funding to widen the existing 2-lane roadway to 5-lanes including railroad improvements and traffic signal upgrades. This project has been designed to coordinate with the SR 601 Canal Road/Port Connector Project. This MOU includes updated language and funding for the project as required by MDOT.

Funding for this project is through Gulf Regional Planning Commission at 80% federal and 20% City for construction. The City was approved for a special match credit which allows the cost of right of way acquisition to be applied toward the 20% match. The City’s portion is funded by the 2012 Bond Issue and the Capital Improvements Fund.

I recommend approval contingent on the approval of the Mississippi Department of Transportation. Please place this item on the July 22, 2014 Council Agenda.

Attachments:

1. David Seyfarth letter dated 6/26/14
2. “Replacement” Memorandum of Understanding

Mark C. McConnell
Deputy Executive Director/
Chief Engineer

Jackie Duckworth
Deputy Executive Director/
Administration



Melinda L. McGrath
Executive Director

Tom King
Southern District Commissioner

Kelly R. Castleberry
District 6 Engineer

Albert L. White
District 7 Engineer

P. O. Box 551 / Flattiesburg, Mississippi 39403-0055 / Telephone (601) 544-6511 / FAX (601) 544-0227 / GoMDOT.com

16499B Highway 49, Saucier, Mississippi 39574-9740
June 26, 2014

Honorable Billy Hewes
Mayor, City of Gulfport
P.O. Box 1780
Gulfport, MS 39501

RE: Replacement Memorandum of Understanding, MOU, for STP project
Widen and Improve 28th Street

Dear Mayor Hewes,

Attached are the duplicate copies of the Replacement MOU for the above referenced project for your review and processing. The Replacement MOU includes updated language and funding for the project. Please execute the MOU in duplicate and return with council/board minutes signifying approval to my office. Please mail to:

Mississippi Department of Transportation
Attn: David Seyfarth
16499B Highway 49
Saucier, MS 39574-9740

Should you need additional information, contact my office at 228-832-0682.
Sincerely,

David H. Seyfarth, PE, PS
Special Projects Engineer

cc: Project File 16-10 w/ attachments

REPLACEMENT
Memorandum of Understanding

STP-9098-00(002)LPA/105418-701000
Widening of 28th Street from 22nd Avenue to 34th Avenue
Gulfport, MS

This Replacement Agreement is made between the Mississippi Transportation Commission, a body Corporate of the State of Mississippi (hereinafter referred to as the "COMMISSION"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT") and City of Gulfport, Mississippi, Local Public Agency, "LPA" (hereinafter referred to as the "LPA"), for the purpose of establishing the agreed conditions under which the LPA may utilize STP Funds and subsequent acts to complete the proposed project as described below, effective as of the date of the last execution below.

WHEREAS, the LPA has announced its intentions to widen 28th Street from 22nd Avenue to 34th Avenue; (hereinafter referred to as the "PROJECT"); and

WHEREAS, it is anticipated that approximately \$ 4,500,000.00 in federal funds (80% federal match and 20% local match) for the construction of the PROJECT, and the above mentioned federal funds will expire if they are not obligated on or before N/A. The above funds are subject to normal reductions and obligational limitations; and

WHEREAS, the LPA agrees that if funds from FHWA are utilized that the LPA will be bound by, and will comply with, any and all federal requirements and the MDOT operating procedures, even though the federal requirements, when coupled with MDOT procedures, specify that no retainage is to be withheld; and

WHEREAS, the LPA will be responsible for all PROJECT cost over and above the maximum amount of Federal Funds allocated to the PROJECT by the COMMISSION, and

WHEREAS, the MDOT requires the LPA to provide the local share previously stated; and

WHEREAS, the COMMISSION is hereby consenting to allow the LPA to manage the PROJECT under the terms and provisions of this Memorandum of Understanding; and

WHEREAS, the COMMISSION and the LPA desire to set forth more fully the understanding of the parties with respect to the process by which this will be accomplished, and this document supersedes all other agreements unless herein specified.

NOW, THEREFORE, for and in consideration of the premises and agreements of the parties as hereinafter contained, the LPA and the COMMISSION mutually enter into the following Memorandum of Understanding for these and any future federal funds that may be allocated to this PROJECT

ARTICLE I. DUTIES AND RESPONSIBILITIES

A. The LPA, which is hereby designated as the Local Sponsor for the purposes herein, will:

1. Designate a full time employee of the LPA as the Project Director, who will serve as the person of responsible charge for the PROJECT and will coordinate all PROJECT activities with the MDOT District LPA Coordinator.
2. Follow the procedures set out in the latest online version of the Project Development Manual (PDM) for Local Public Agencies necessary for the PROJECT including, but not limited to, project activation, consultant selection, request and/or develop and follow all necessary permits, environmental process, preliminary design, Right of Way acquisition (if required), advertisement for and selection of a contractor, construction oversight, and project close out.
3. Submit to the MDOT four (4) complete sets of "as-built" plans in printed form and the original electronic files in a format that is compatible with Microstation prior to MDOT acceptance. Upon request, MDOT may waive this requirement for selected projects.
4. Be responsible for all maintenance of the PROJECT during and after completion.
5. Agree to be bound by any and all federal requirements and the MDOT operating procedures, even though the federal requirements, when coupled with MDOT procedures, specify that no retainage is to be withheld.
6. Agree that if any act of omission or commission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA will be solely responsible for all additional costs.
7. Promptly pay any consultants or contractors monies due them within 45 days of submittal of invoice from the consultant or contractor. MDOT reserves the right to withhold Federal reimbursement until adequate proof of payment has been produced should the above not be followed.
8. If there is any requirement for "matching" funds, or if the anticipated cost of construction will exceed the available Federal-aid funds, the LPA shall be solely responsible for providing said local share or any funds above the Federal-aid funds at such time as the funds may be required.

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9. All contracts and subcontracts shall include a provision for compliance with Senate Bill 2988 from the 2008 Session of the Mississippi Legislature entitled "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified in the Mississippi Code of 1972, as amended (Sections 71-11-1 and 71-11-3), and any rules or regulations promulgated by the COMMISSION, the Department of Employment Security, the State Tax Commission, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, et seq., Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and participate 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 Illegal Immigration Reform and Immigration Responsibility Act of 1996, Public Law 104-208., Division C, Section 403(a); 8 USC, Section 1324a .

10. The LPA will be required to acknowledge the MDOT and the FHWA for their participation in the project in any news releases or other promotional material for the PROJECT. The PROJECT sponsor shall notify the MDOT LPA Division of any ceremonies related to the PROJECT.

11. In the event right-of-way acquisition for, or actual construction of, the road for which this preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the fiscal year in which this preliminary engineering project is obligated, the LPA may be required to repay to the FHWA the sum or sums of Federal funds reimbursed to the LPA for this preliminary engineering work; and (2) in the event that right-of-way acquisition is started by the close of the tenth federal fiscal year, but construction is not started by the close of the twentieth federal fiscal year following the fiscal year in which this preliminary engineering project is obligated, the LPA may be required to repay to the FHWA the sum or sums of Federal funds reimbursed to the City for this preliminary engineering work and right-of-way acquisition.

12. The LPA will be required to submit to the District LPA Coordinator monthly progress reports through the Notice to Proceed for construction, which shall include, but not be limited to, the work which has been completed that month and the planned work for the upcoming month. The LPA will also provide a project progress schedule which will report project milestones and the target date for the LPA's request for Ad Authority. These project milestones are to be updated once any milestones are missed.

13. The LPA agrees that any project that uses federal funds shall be properly maintained at all times. If such required maintenance is not performed, as appropriate, future federal funds may be withheld for any projects in the jurisdiction of the local agency.

14. The LPA agrees to maintain, and make available to Commission, a sufficient accounting system with proper internal controls and safeguards. The accounting system and its controls should at all times maintain adequate recording and reporting of federal funds received by the LPA. If sufficient internal controls over the LPA's federal funding are not maintained, federal funds may be withheld and future transportation projects will not be considered.

B. THE COMMISSION WILL:

1. Allow the LPA to design and construct the proposed transportation improvements provided that the design meets with MTC and FHWA approval and that all costs of the improvements that are not covered by federal funds are borne by the LPA.
2. Enter into cooperative agreements or permits necessary to allow the LPA access to the property of the COMMISSION for the purposes of constructing the proposed transportation improvements.
3. Work with the LPA, through the District LPA Coordinator, during the various phases of the work with the goal of producing a project that will be acceptable to the COMMISSION upon completion.
4. Review all submittals in a timely manner, in accordance with the PDM, to allow the project to progress in an orderly fashion.
5. During the progress of the PROJECT, assist the LPA in obtaining reimbursements of federal funding for any phase that is eligible for reimbursement. All costs associated with this process, and any other involvement by the MDOT staff in this PROJECT, will be charged as a project cost.
6. Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA.

ARTICLE II. GENERAL PROVISIONS

- A. Should the LPA fail to complete the construction of the proposed transportation improvements as contemplated by this agreement after construction is commenced, the LPA agrees that it will bear all costs of completion over and above the funds supplied by the FHWA through MDOT. The COMMISSION shall have the right to audit all accounts associated with the PROJECT, and should there be any overpayment by the COMMISSION to the LPA, the LPA agrees to refund any such overpayment within 30 days of written notification. Should the LPA fail to reimburse the COMMISSION, the COMMISSION shall have the right to offset the amount due from any other funds in its possession that are due the LPA on this or any other project, current or future.
- B. This Memorandum of Understanding shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice shall not, however, cancel any contract made in reliance upon this agreement and underway at the time of termination. Any contract underway shall be allowed to conclude under its own terms. The LPA agrees to bear complete and total legal and financial responsibility for any such agreement. Additionally, funds may be suspended/terminated under the provisions of Section F.
- C. It is understood that this is a Memorandum of Understanding and that more specific requirements for the conduct of the design of the transportation improvement project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, and other related regulatory authorities. The LPA agrees that it will abide by all such applicable authority.

D. In the event that any act of omission or commission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA shall be solely responsible for all additional costs.

E. Should the LPA miss the obligation deadline set in this MOU, MDOT reserves the right to obligate funds for the project as obligation authority becomes available, and may not authorize the obligation of those funds until after the obligation of other projects that are set to meet their individual deadlines

F. The Executive Director of MDOT may withhold federal funds for the PROJECT for any of the following reasons:

- a. Failure to proceed with the work when so instructed by the MDOT or to adhere to the requirements of the contract.
- b. Failure to perform the work with sufficient workmen, equipment and materials to assure completion within contract time.
- c. Performing unacceptable work, or neglecting or refusing to remove materials or to perform any such work as may be rejected as unacceptable.
- d. Discontinuing the prosecution of the work.
- e. Failure to comply with all federal, state and local laws, ordinances, regulations, permits, and all orders and decrees of bodies or tribunal's having jurisdiction or authority which affect those engaged or employed on the work or affect the conduct of the work.
- f. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency.
- g. Allowing a final judgment to stand unsatisfied.
- h. Making an assignment for the benefit of creditors.
- i. Failure to deal with all storm water issues as defined in the permit and/or PDM.
- j. Failure to properly maintain any project that uses federal funds may cause future federal funds to be withheld for any projects in the jurisdiction of the local agency.
- k. Failure for any other cause whatsoever to carry on the work in an acceptable manner.

G. It is understood that obligation authority is uncertain and should MDOT or the MPO exceed its obligation authority for the year, the LPA understands that it be may be required to move the project to another fiscal year for the funds to be obligated.

Before federal Funds are terminated, the LPA will be notified in writing by the Executive Director of the conditions which make termination of funds imminent. If no effective effort has been made by the LPA, its agents, employees, contractors or subcontractors, to correct the conditions of which complaint is made, within fifteen (15) calendar days after notice is given, the Executive Director may declare the Federal Funds suspended for the PROJECT and notify the LPA accordingly. The LPA will then have forty-five (45) days in which to correct all conditions of which complaint is made. If all conditions are not corrected within forty-five (45) days, the Executive Director may declare the federal funds for the PROJECT terminated and notify the LPA accordingly. If all conditions are corrected, within the forty-five (45) day period, the LPA will be reimbursed under the terms of this agreement, for all work satisfactorily completed during the forty-five days period.

ARTICLE III. NOTICE & DESIGNATED AGENTS

A. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise indentured in the addenda hereto:

For Contractual Administrative Matters:

COMMISSION:

Melinda L. McGrath, Executive Director
MDOT
P.O. Box 1850
Jackson, MS 39215-1850
Phone: (601) 359-7002
Fax: (601) 359-7110

LPA:

Billy Hewes, Mayor
City of Gulfport
P.O. Box 1780
Gulfport, MS 39501
Phone: (228) 868-5700
Fax: (228) 868-5800

For Technical Matters:

COMMISSION:

David Seyfarth,
District LPA Coordinator – District 6
MDOT
16499-B Hwy 49
Saucier, MS 39574-9740
Phone: (228) 832-0682
Fax: (228) 832-0681

LPA:

Kris Riemann
Director of Engineering
City of Gulfport
4050 Hewes Avenue
Gulfport, MS 39507
Phone: (228) 868-5815
Fax: (228) 214-4413

B. All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE IV. RELATIONSHIP OF THE PARTIES

A. The relationship of the LPA to the COMMISSION is that of an independent contractor, and said LPA, 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 COMMISSION by reason hereof. The LPA will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the COMMISSION, 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.

B. The COMMISSION executes all directives and orders through the MDOT. The LPA executes all directives and orders pursuant to applicable law, policies, procedures and regulations. All notices, communications, and correspondence between the COMMISSION and the LPA shall be directed to the designated agent shown above in Article III.

ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

To the extent permitted by law, the Commission and the LPA agree that neither party nor their agents, employees, contractors or subcontractors, will be held liable for any claim, loss, damage, cost, charge or expenditure arising out of any negligent act, actions, neglect or omission caused solely by the other party, its agents, employees, contractors or subcontractors.

ARTICLE VI. MISCELLANEOUS

No modification of this Memorandum of Understanding shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Understanding shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Understanding is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

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ARTICLE VII. AUTHORITY TO CONTRACT

Both parties hereto represent that they have authority to enter into this Memorandum of Understanding.

This Agreement may be executed in one or more counterparts (facsimile transmission, email or otherwise), each of which shall be an original Agreement, and all of which shall together constitute but one Agreement.

So agreed this the _____ day of _____, 20____.

City of Gulfport

Billy Hewes, Mayor

Attested:

(Appropriate clerk etc)

So agreed this the _____ day of _____, 20____.

MISSISSIPPI TRANSPORTATION COMMISSION
By and through the duly authorized
Executive Director

Melinda L. McGrath, PE
Executive Director
Mississippi Department of Transportation

Book _____, Page _____,



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Legal

Date: 07/17/2014

Subject:

Resolution authorizing and directing the issuance of the General Obligation Bond, Series 2014 (the "City Bond"), of the city in the aggregate principal amount not to exceed thirty million dollars (\$30,000,000) in accordance with the Resolution entitled "Resolution declaring the intention of the City Council of the City of Gulfport, Mississippi, to issue General Obligation Street Bonds of said city in the principal amount of not to exceed thirty million dollars (\$30,000,000) to raise money for the purpose of erecting municipal buildings, auditoriums and community centers, gymnasiums and athletic stadiums, preparing and equipping athletic fields, and purchasing buildings and land therefor, and for repairing, improving, adorning and equipping the same and for erecting, equipping and furnishing of buildings to be used as a municipal or civic art center; erecting and purchasing waterworks and other public utility plants and distribution systems or franchises, and repairing, improving and extending the same; establishing sanitary, storm, drainage and sewerage systems, and repairing, improving and extending the same; protecting the municipality, its streets and sidewalks from overflow, caving banks and other like dangers; constructing, improving and paving streets, sidewalks, parkways, walkways and public parking facilities and purchasing land therefor; purchasing land for parks and public playgrounds, and improving, equipping and adorning the same, including without limitation the constructing, repairing and equipping of swimming pools and other recreational facilities; constructing bridges and culverts; constructing, repairing and improving jails in the corporate limits, or within three (3) miles of the corporate limits, and purchasing land therefor; altering or changing the channels of streams and water courses to control, deflect or guide the current thereof; purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; purchasing or renting voting machines and any other election equipment needed in elections held in the municipality; purchasing machinery and heavy equipment which will have an expected useful life in excess of ten (10) years for the use of the public works department, but specifically not including any motor vehicles weighing less than twelve thousand (12,000) pounds; and for related purposes"; prescribing the form and incidents of the city bond; approving the form and execution of a City Bond Purchase Agreement for the sale of the City Bond and a Bank Bonds Purchase Agreement for the sale of not to exceed thirty million dollars (\$30,000,000) of Mississippi Development Bank Special Obligation Bonds, Series 2014 (Gulfport, Mississippi

General Obligation Bond Project) (the “Bank Bonds”); approving and authorizing the form of, execution and distribution of a preliminary official statement and official statement pertaining to the bank bonds; approving the form of the indenture trust for the bank bonds; authorizing insurance of the bank bonds and authorizing covenants with respect thereto; providing for an effective date and paying the related costs of the issuance, sale and delivery of the city bond; and for related purposes.

Recommendation:

RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE OF THE GENERAL OBLIGATION BOND, SERIES 2014 (THE "CITY BOND"), OF THE CITY IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED THIRTY MILLION DOLLARS (\$30,000,000) IN ACCORDANCE WITH THE RESOLUTION ENTITLED "RESOLUTION DECLARING THE INTENTION OF THE CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, TO ISSUE GENERAL OBLIGATION STREET BONDS OF SAID CITY IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED THIRTY MILLION DOLLARS (\$30,000,000) TO RAISE MONEY FOR THE PURPOSE OF ERECTING MUNICIPAL BUILDINGS, AUDITORIUMS AND COMMUNITY CENTERS, GYMNASIUMS AND ATHLETIC STADIUMS, PREPARING AND EQUIPPING ATHLETIC FIELDS, AND PURCHASING BUILDINGS AND LAND THEREFOR, AND FOR REPAIRING, IMPROVING, ADORNING AND EQUIPPING THE SAME AND FOR ERECTING, EQUIPPING AND FURNISHING OF BUILDINGS TO BE USED AS A MUNICIPAL OR CIVIC ART CENTER; ERECTING AND PURCHASING WATERWORKS AND OTHER PUBLIC UTILITY PLANTS AND DISTRIBUTION SYSTEMS OR FRANCHISES, AND REPAIRING, IMPROVING AND EXTENDING THE SAME; ESTABLISHING SANITARY, STORM, DRAINAGE AND SEWERAGE SYSTEMS, AND REPAIRING, IMPROVING AND EXTENDING THE SAME; PROTECTING THE MUNICIPALITY, ITS STREETS AND SIDEWALKS FROM OVERFLOW, CAVING BANKS AND OTHER LIKE DANGERS; CONSTRUCTING, IMPROVING AND PAVING STREETS, SIDEWALKS, PARKWAYS, WALKWAYS AND PUBLIC PARKING FACILITIES AND PURCHASING LAND THEREFOR; PURCHASING LAND FOR PARKS AND PUBLIC PLAYGROUNDS, AND IMPROVING, EQUIPPING AND ADORNING THE SAME, INCLUDING WITHOUT LIMITATION THE CONSTRUCTING, REPAIRING AND EQUIPPING OF SWIMMING POOLS AND OTHER RECREATIONAL FACILITIES; CONSTRUCTING BRIDGES AND CULVERTS; CONSTRUCTING, REPAIRING AND IMPROVING JAILS IN THE CORPORATE LIMITS, OR WITHIN THREE (3) MILES OF THE CORPORATE LIMITS, AND PURCHASING LAND THEREFOR; ALTERING OR CHANGING THE CHANNELS OF STREAMS AND WATER COURSES TO CONTROL, DEFLECT OR GUIDE THE CURRENT THEREOF; PURCHASING FIRE-FIGHTING EQUIPMENT AND APPARATUS, AND PROVIDING HOUSING FOR SAME, AND PURCHASING LAND THEREFOR; PURCHASING OR RENTING VOTING MACHINES AND ANY OTHER ELECTION EQUIPMENT NEEDED IN ELECTIONS HELD IN THE MUNICIPALITY; PURCHASING MACHINERY AND HEAVY EQUIPMENT WHICH WILL HAVE AN EXPECTED USEFUL LIFE IN EXCESS OF TEN (10) YEARS FOR THE USE OF THE PUBLIC WORKS DEPARTMENT, BUT SPECIFICALLY NOT INCLUDING ANY MOTOR VEHICLES WEIGHING LESS THAN TWELVE THOUSAND (12,000)

POUNDS; AND FOR RELATED PURPOSES”; PRESCRIBING THE FORM AND INCIDENTS OF THE CITY BOND; APPROVING THE FORM AND EXECUTION OF A CITY BOND PURCHASE AGREEMENT FOR THE SALE OF THE CITY BOND AND A BANK BONDS PURCHASE AGREEMENT FOR THE SALE OF NOT TO EXCEED THIRTY MILLION DOLLARS (\$30,000,000) OF MISSISSIPPI DEVELOPMENT BANK SPECIAL OBLIGATION BONDS, SERIES 2014 (GULFPORT, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT) (THE “BANK BONDS”); APPROVING AND AUTHORIZING THE FORM OF, EXECUTION AND DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND OFFICIAL STATEMENT PERTAINING TO THE BANK BONDS; APPROVING THE FORM OF THE INDENTURE TRUST FOR THE BANK BONDS; AUTHORIZING INSURANCE OF THE BANK BONDS AND AUTHORIZING COVENANTS WITH RESPECT THERETO; PROVIDING FOR AN EFFECTIVE DATE AND PAYING THE RELATED COSTS OF THE ISSUANCE, SALE AND DELIVERY OF THE CITY BOND; AND FOR RELATED PURPOSES.

WHEREAS, City Council of the City of Gulfport, Mississippi (the "Governing Body" of the “City”), acting for and on behalf of the City, hereby finds, determines, adjudicates and declares as follows:

1. On May 20, 2014, the Governing Body adopted its Resolution (the "Intent Resolution") declaring the intention of the Governing Body to issue General Obligation Bonds of the City, in the aggregate maximum principal amount not to exceed Thirty Million Dollars (\$30,000,000).

2. As required by law and as directed by the Intent Resolution, publication thereof was made once a week for at least three (3) consecutive weeks in *The Sun Herald*, a newspaper published in and having a general circulation in the City, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, the first publication having been made not less than twenty-one (21) days prior to June 17, 2014, and the last publication having been made not more than seven (7) days prior to such date, said notice having been published in said newspaper on May 27, 2014, June 3, 2014 and June 10, 2014, as evidenced by the publisher's affidavit on file in the office of the Clerk. On or prior to the aforesaid hour and date set for the receipt of protests, no written protest or other objection of any kind or character against the issuance of the bonds described in the aforesaid resolution were filed or presented by qualified electors of the City. The Governing Body is now authorized and empowered by the provisions of the City Act to issue a General Obligation Bond or Bonds of the City (the “City Bonds”) without an election on the question of the issuance thereof, and is authorized to issue the City Bond registered as to principal and interest in the form and manner hereinafter provided for.

3. This resolution (the "City Bond Resolution") is hereby adopted by the Governing Body pursuant to the provisions of Section 21-33-301 through 21-33-329, Mississippi Code of 1972, as amended (the “City Act”) and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as

amended (the “Bank Act”) to issue the City Bond for the purposes herein stated, in accordance with the procedures set forth therein.

4. It has now become necessary to make provision for the preparation, execution and issuance of the City Bond, which may be issued as hereinafter set forth.

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

SECTION 1. 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 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.

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

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

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

"Bank Bonds" means the Mississippi Development Bank Special Obligation Bonds, Series 2014 (Gulfport, Mississippi General Obligation Bond Project) issued pursuant to the Indenture.

"Bank Bonds Purchase Agreement" means the Bond Purchase Agreement among the Bank, the City and the Underwriter.

"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. Jones Walker, LLP, Jackson, Mississippi, is serving as Bond Counsel in connection with the sale and issuance of the Bonds.

"Bond Insurer" means the Bond Insurer (if any) as defined in Section 27 hereof, or any successor thereto or assignee thereof.

"Bond Register" means the books for the registration and transfer of the City Bond kept by the Trustee in its capacity as registrar and transfer agent of the City Bond.

"City" means the City of Gulfport, Mississippi, a "local governmental unit" under the Bank Act.

"City Act" means the provisions of Section 21-33-301 through 21-33-329, Mississippi Code of 1972, as amended or supplemented from time to time.

"City Bond" means the General Obligation Bond, Series 2014, 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 Purchase Agreement" means that certain City Bond Purchase Agreement, by and between the City and the Bank in connection with the sale and issuance of the City Bond.

"City Bond Resolution" means this Bond Resolution adopted by the City Council of the City on July 22, 2014, in connection with the issuance of the City Bond.

"Clerk" means the City Clerk of the City.

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

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

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

"Governing Body" means City Council of the City.

"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 the Indenture of Trust between the Bank and the Trustee dated as of August 1, 2014 pursuant to which the Bank Bonds are issued, and all supplements and amendments thereto.

"Interest Payment Date" means each April 1 and October 1, commencing April 1, 2015.

"Paying Agent" means _____, a _____ banking association organized and existing under the laws of _____, or any successor thereto, acting as the Paying Agent under the City Bond Resolution.

"Project" means providing funds to provide financing for (a) erecting municipal buildings, auditoriums and community centers, gymnasiums and athletic stadiums, preparing and equipping athletic fields, and purchasing buildings and land therefor, and for repairing, improving, adorning and equipping the same and for erecting, equipping and furnishing of buildings to be used as a municipal or civic art center; erecting and purchasing waterworks and other public utility plants and distribution systems or franchises, and repairing, improving and extending the same; establishing sanitary, storm, drainage and sewerage systems, and repairing, improving and extending the same; protecting the municipality, its streets and sidewalks from overflow, caving banks and other like dangers; constructing, improving and paving streets, sidewalks, parkways, walkways and public parking facilities and purchasing land therefor; purchasing land for parks and public playgrounds, and improving, equipping and adorning the same, including without limitation the constructing, repairing and equipping of swimming pools and other recreational facilities; constructing bridges and culverts; constructing, repairing and improving jails in the corporate limits, or within three (3) miles of the corporate limits, and purchasing land therefor; altering or changing the channels of streams and water courses to control, deflect or guide the current thereof; purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; purchasing or renting voting machines and any other election equipment needed in elections held in the municipality; purchasing machinery and heavy equipment which will have an expected useful life in excess of ten (10) years for the use of the public works department, but specifically not including any motor vehicles weighing less than twelve thousand (12,000) pounds, and (b) for related purposes, including, without limitation, paying costs of issuance for the City Bond and the Bank Bonds. **[DO WE WANT TO NARROW PURPOSE?]**

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

"Redemption Price" means, with respect to any Bank Bond, the principal amount thereof; plus the applicable premium, if any, and accrued but unpaid interest payable upon redemption of such Bank Bond prior to maturity.

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

"State" means the State of Mississippi.

"Tax Intercept Agreement" means the Tax Intercept Agreement, dated as of August 1, 2014, by and between the City and the Bank, and accepted by the Trustee, as further described in Section 5.10 of the Indenture.

"Trustee" means the state banking corporation or national banking association with corporate trust powers qualified to act as Trustee under the Indenture which may be designated

(originally or as a successor) as Trustee for the owners of the Bank Bonds issued and secured under the terms of the Indenture, and which shall initially be _____, _____, Mississippi.

"Underwriter" means _____, _____, _____.

SECTION 2. FINDINGS WITH RESPECT TO THE CITY BOND.

(a) The governing body is now authorized to issue, in its discretion and under the provisions of the City Act, general obligation bonds for the City in the maximum aggregate principal amount not to exceed \$30,000,000, in order to finance the Project. It is advisable and in the public interest to issue the City Bond for the purposes stated herein. The City Bond shall be issued in the maximum principal amount of \$30,000,000.

(b) The Governing Body does now find, determine and adjudicate that the sale of the City Bond and the Bank Bonds is in the best interest of the City and finds it necessary and appropriate to approve the form of and the execution of certain documents.

(c) A Preliminary Official Statement pertaining to the sale of the Bank Bonds has been prepared and will be used in connection with the sale of the Bank Bonds, and such Preliminary Official Statement should be approved by this Governing Body and the distribution and use thereof approved, authorized and ratified.

(d) The Bank Bonds will not be private activity bonds as such term is defined in Section 141 of the Code.

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

(f) The amount of the City Bond, when added to the outstanding indebtedness of the City, will not exceed any constitutional or statutory limitation on indebtedness.

(g) The City Bond shall be a general obligation of the City payable as to principal 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 time, rate or amount upon the taxable property within the geographical limits of the City. The City will 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 and the interest on the City Bond as the same falls due.

(h) The assessed value of all taxable property within the City, according to the last completed assessment for taxation, is Six Hundred Fifty-Nine Million Four Hundred Thirty-Seven Thousand Five Hundred Twenty-Six Dollars (\$659,437,526); the City has outstanding bonded indebtedness subject to the fifteen percent (15%) debt limit prescribed by Section 21-33-303, Mississippi Code of 1972, in the amount of Twenty-Seven Million Four Hundred

Eighty-Two Thousand Six Hundred Thirteen Dollars (\$27,482,613), and outstanding bonded and floating indebtedness subject to the twenty percent (20%) debt limit prescribed by Section 21-33-303, Mississippi Code of 1972 (which amount includes the sum set forth above subject to the 15% debt limit), in the amount of Twenty-Seven Million Four Hundred Eighty-Two Thousand Six Hundred Thirteen Dollars (\$27,482,613); the issuance of the Bonds hereinafter proposed to be issued, when added to the outstanding bonded indebtedness of the City, will not result in bonded indebtedness, exclusive of indebtedness not subject to the aforesaid fifteen percent (15%) debt limit, of more than fifteen percent (15%) of the assessed value of taxable property within the City, and will not result in indebtedness, both bonded and floating, exclusive of indebtedness not subject to the aforesaid twenty percent (20%) debt limit, in excess of twenty percent (20%) of the assessed value of taxable property within the City and will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the City. The Governing Body is authorized and empowered by the provisions of the City Act to issue the City Bond without an election on the question of the issuance thereof.

(i) The Governing Body is now fully authorized pursuant to the City Act to issue the City Bond in the amount and for the purposes hereinafter set forth registered as to principal and interest in the form and manner hereinafter provided for.

SECTION 3. CITY BOND RESOLUTION CONSTITUTES A CONTRACT. In consideration of the purchase and acceptance of the City Bond by the Registered Owner thereof, this City Bond Resolution shall constitute a contract between the City and the Registered Owners 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 shall be for the equal benefit, protection and security of the Registered Owners of the City Bond, all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction.

SECTION 4. AUTHORIZATION AND PURPOSE OF CITY BOND. The City Bond is hereby authorized and ordered to be prepared and issued in the aggregate principal amount of not to exceed \$30,000,000 to raise money for the Project to include, without limitation, the costs of issuance of the City Bond and the Bank Bonds, as authorized by the City Act and Bank Act, and including the payment of a premium for municipal bond insurance to guarantee the payments of the principal of and interest on the City Bond and/or the Bank Bonds.

SECTION 5. TERMS OF CITY BOND. The City Bond shall be registered as to both principal and interest; shall be dated the date of the Bank Bonds; shall be issued in a single denomination equal to the principal amount thereof; shall be numbered one; shall bear interest from the date thereof at the rate or rates borne by the Bank Bonds as provided in the Indenture, payable at such times as provided in the Indenture; and shall mature and become due and payable, with option of prior payment in the same manner and the same dates and times as provided for the Bank Bonds in the Indenture.

SECTION 6. REDEMPTION OF CITY BOND.

(a) The City Bond is subject to redemption at the option of the City and scheduled mandatory redemption prior to maturity thereof only at the times, to the extent, in the manner

and in the amounts that the Bank Bonds are subject to optional and mandatory redemption as provided in Section 4.01 of the Indenture. The City shall provide proper notice to the Bank and the Trustee as provided in Section 4.05 of 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 said Section 4.01. It is intended that redemption of the City Bond or any portion thereof may only occur through the processes provided in the Indenture, and the City hereby accepts such redemption provisions by this reference.

(b) The City shall give notice to the Paying Agent of each such redemption, which notice shall specify the date fixed for redemption and the aggregate principal amount of the City Bond to be redeemed. Such notice shall be given at least sixty (60) days (or such lesser number of days as shall be acceptable to the Paying Agent) prior to the date fixed for redemption.

(c) Whenever by the terms of this City Bond Resolution the City is required to redeem the City Bond other than at the election of the City, the Paying Agent shall give the notice of redemption and pay the Redemption Price thereof and the accrued interest thereon to the redemption date to the appropriate person in accordance with the terms of this Section.

(d) When any portion of the City Bond is to be redeemed, the Paying Agent shall give notice of the redemption of such portion of the City Bond in the name of the City specifying (i) the portion of the City Bond to be redeemed; (ii) the redemption date; (iii) the Redemption Price; and (iv) the place or places where amounts due upon such redemption will be payable. Such notice shall further state that on such date there shall become due and payable upon the City Bond the Redemption Price of the portion to be redeemed, together with interest accrued to the redemption date and that, from and after such date, interest on such portion shall cease to accrue. Such notice shall be given by mailing a copy thereof, postage prepaid, not less than thirty (30) days nor more than sixty (60) days before the redemption date to the Registered Owner at its last address appearing upon the registration books maintained by the Paying Agent, but such mailing shall not be a condition precedent to such redemption, and failure to so mail any such notice to any of such Registered Owner shall not affect the validity of the proceedings for the redemption of any portion of the City Bond with respect to which notice shall have been given. The obligation of the Paying Agent to give the notice required by this Section shall not be conditioned upon the prior payment to the Paying Agent of moneys or Government Obligations sufficient to pay the Redemption Price of the portion of the City Bond to which such notice relates or the interest thereon to the redemption date.

(e) Notice of redemption having been given as provided above, the City Bond or any portion thereof to be so redeemed shall, on the date fixed for redemption, become due and payable at the Redemption Price specified therein plus accrued interest to the redemption date, and upon presentation and surrender thereof at the place specified in such notice, the City Bond or portion thereof shall be paid at the Redemption Price, plus accrued interest to the redemption date. On and after the redemption date (unless the City shall default in the payment of the Redemption Price and accrued interest), such portion of the City Bond shall cease to bear interest, and such portion of the City Bond shall no longer be considered as outstanding hereunder. If moneys sufficient to pay the Redemption Price and accrued interest have not been made available to the Paying Agent on the redemption date, such portion of the City Bond shall

continue to bear interest until paid at the same rate as it would have borne had it not been called for redemption.

(f) On or before any date fixed for redemption of the City Bond or portions thereof, cash and/or a principal amount of Government Obligations maturing or redeemable at the option of the holder thereof not later than the date fixed for redemption which, together with income to be earned on such Government Obligations prior to such date fixed for redemption, will be sufficient to provide cash to pay the Redemption Price of and accrued interest on the City Bond or portions thereof which are to be redeemed on such date, shall be deposited with the Paying Agent, unless such amount shall have been previously deposited with the Paying Agent pursuant to this City Bond Resolution.

(g) In case part but not all of the City Bond shall be selected for redemption, upon presentation and surrender of such portion of the City Bond by the Registered Owner thereof or its attorney duly authorized in writing (with due endorsement by, or a written instrument of transfer in form satisfactory to the City and the Paying Agent) duly executed by the Registered Owner thereof or its attorney duly authorized in writing to the Paying Agent, the City shall execute and the Paying Agent shall authenticate and deliver to or upon the order of such Registered Owner, without charge therefor, for the unredeemed portion of the principal amount of the City Bond so surrendered, a new City Bond of any authorized denomination of like tenor. The City Bond so presented and surrendered shall be canceled.

SECTION 7. REGISTRATION AND EXECUTION OF CITY BOND.

(a) When the City Bond shall have been validated and executed as herein provided, the City Bond shall be registered as an obligation of the City in a book maintained for that purpose by the Paying Agent, and the Clerk shall cause to be imprinted upon the reverse side of the City Bond, over the signature of said Clerk (or a facsimile thereof) and the seal of the City (or a facsimile thereof), the Clerk's certificate in substantially the form set out in Section 10 hereof.

(b) The City Bond shall be executed by the manual or facsimile signature of the Mayor of the City 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 Paying Agent as hereinafter provided, 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.

SECTION 8. DELIVERY OF CITY BOND.

(a) The City Bond shall be delivered to the Trustee as assignee of the Bank as purchaser upon payment of the purchase price therefor in accordance with the terms and conditions of 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(s) of Bond Counsel, which opinion(s) shall be printed on the reverse of (or attached to) the City Bond.

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

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

(2) an authorization to the Paying Agent, signed by the Mayor or the Clerk, to authenticate and deliver the City Bond to the Trustee and stating the purchase price of the City Bond; and

(3) such other moneys or documentation, if any, as may be required by this City Bond Resolution or the Indenture.

(c) The Paying Agent shall authenticate the City Bond and deliver it to the Trustee upon payment of the purchase price of the City Bond to the City.

SECTION 9. PROVISIONS CONCERNING THE PAYING AGENT.

(a) The City hereby designates the Trustee as Paying Agent for the City Bond.

(b) The City shall pay or reimburse the Paying Agent for reasonable fees for the performance of the services normally rendered and the incurring of normal expenses reasonably and necessarily paid as are customarily paid to paying agents, transfer agents and registrars, subject to agreement between the City and the Paying Agent. Fees and reimbursements for extraordinary services and expenses, so long as not occasioned by the negligence, misconduct or willful default of the Paying Agent, shall be made by the 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.

(c) (1) A Paying Agent may at any time resign and be discharged of its duties and obligations as Paying Agent by giving at least sixty (60) days' written notice to the City, and may be removed as Paying Agent at any time by resolution of the Governing Body delivered to the Paying Agent. The resolution shall specify the date on which such removal shall take effect and the name and address of the successor Paying Agent, and shall be transmitted to the Paying Agent being removed within a reasonable time prior to the effective date thereof; provided, however, that no resignation or removal of a Paying Agent shall become effective until a successor Paying Agent has been appointed pursuant to this City Bond Resolution.

(2) Upon receiving notice of the resignation of a Paying Agent, the City shall promptly appoint a successor Paying Agent by resolution of the Governing Body. Any appointment of a successor Paying Agent shall become effective upon acceptance of appointment by the successor Paying Agent. If no successor Paying Agent shall have been so appointed and have accepted appointment within thirty (30) days after the notice of resignation,

the resigning Paying Agent may thereupon, after such notice as it may deem appropriate, appoint a successor Paying Agent.

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

(4) Any successor Paying Agent appointed under the provisions hereof shall be a bank, trust company or banking association having a combined capital and surplus of at least Twenty-five Million Dollars (\$25,000,000), having Federal Deposit Insurance Corporation insurance of its accounts, duly authorized to exercise corporate trust powers and subject to examination by and in good standing with the federal and/or state regulatory authorities under the jurisdiction of which it falls.

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

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

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

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

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

successor Paying Agent shall be satisfactory to the City and eligible under the provisions of Section 9(c)(4) hereof.

SECTION 10. FORM OF CITY BOND. The City Bond shall be in substantially the following form, with such appropriate variations, omissions and insertions as are permitted or required by the City Bond Purchase Agreement or this City Bond Resolution or as shall be approved by the authorized representatives of the City executing the City Bond, with their execution of the City Bond to be conclusive evidence of such approval.

THIS CITY BOND HAS BEEN ASSIGNED TO _____, AS TRUSTEE (THE "TRUSTEE") UNDER AN INDENTURE OF TRUST, DATED AS OF AUGUST 1, 2014, 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
HARRISON COUNTY**

**CITY OF GULFPORT, MISSISSIPPI
GENERAL OBLIGATION BOND, SERIES 2014**

NO. 1 **\$_____**

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

PRINCIPAL AMOUNT: _____ **AND NO/100^{ths} DOLLARS**

The City of Gulfport, 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 2014 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 until said principal sum is paid to the Registered Owner hereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date (as defined in the Indenture).

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

This City Bond is issued under the authority of the Constitution and statutes of the State of Mississippi, including Section 21-33-301 through 21-33-329, Mississippi Code of 1972, as amended and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (together, the "Act"), and by the further authority of proceedings duly had by the City Council of the City, including a resolution adopted on July 22, 2014 (the "City Bond Resolution").

This City Bond is issued in the aggregate authorized principal amount of _____ Dollars (\$_____) for the purpose of (a) erecting municipal buildings, auditoriums and community centers, gymnasiums and athletic stadiums, preparing and equipping athletic fields, and purchasing buildings and land therefor, and for repairing, improving, adorning and equipping the same and for erecting, equipping and furnishing of buildings to be used as a municipal or civic art center; erecting and purchasing waterworks and other public utility plants and distribution systems or franchises, and repairing, improving and extending the same; establishing sanitary, storm, drainage and sewerage systems, and repairing, improving and extending the same; protecting the municipality, its streets and sidewalks from overflow, caving banks and other like dangers; constructing, improving and paving streets, sidewalks, parkways, walkways and public parking facilities and purchasing land therefor; purchasing land for parks and public playgrounds, and improving, equipping and adorning the same, including without limitation the constructing, repairing and equipping of swimming pools and other recreational facilities; constructing bridges and culverts; constructing, repairing and improving jails in the corporate limits, or within three (3) miles of the corporate limits, and purchasing land therefor; altering or changing the channels of streams and water courses to control, deflect or guide the current thereof; purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; purchasing or renting voting machines and any other election equipment needed in elections held in the municipality; purchasing machinery and heavy equipment which will have an expected useful life in excess of ten (10) years for the use of the public works department, but specifically not including any motor vehicles weighing less than twelve thousand (12,000) pounds, and (b) for related purposes, including, without limitation, paying costs of issuance for the City Bond and the Bank Bonds (as defined herein).
[DO WE WANT TO NARROW PURPOSE?]

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 City 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 2014 (Gulfport, 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 August 1, 2014 (the "Indenture") when due whether upon a scheduled interest payment date, at maturity or by mandatory redemption, optional redemption, mandatory tender, optional tender or acceleration.

Reference is hereby made to the City 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. 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 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 City 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-transferable except as provided in the Indenture.

The City and the Trustee 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 Trustee 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 City Bond Resolution, declare the principal of and accrued interest on this City Bond to be due and payable immediately.

Modifications or alterations of the City 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 City 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 City 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 _____, 2014.

(SEAL)

CITY OF GULFPORT, MISSISSIPPI

By _____
Mayor

COUNTERSIGNED:

City Clerk

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This City Bond is the City Bond described in the within mentioned City Bond Resolution and is the General Obligation Bond, Series 2014, of the City of Gulfport, Mississippi.

_____, as Transfer Agent

By _____
Authorized Signatory

Date of Registration and Authentication: _____, 2014

REGISTRATION AND VALIDATION CERTIFICATE

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

I, the undersigned City Clerk of the City of Gulfport, 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 the First Judicial District of Harrison County, Mississippi, rendered on the ____ day of _____, 2014.

(SEAL)

City Clerk

SECTION 11. SECURITY FOR CITY BOND. For the purpose of effectuating and providing for the payment of the principal of and interest on the City Bond as the same shall respectively mature and accrue, there shall be and is hereby levied 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 Indenture. 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 hereby irrevocably pledged 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. Should there be a failure in any year to comply with the requirements of this section, such failure shall not impair the right of the Registered Owner of the City Bond in any subsequent year to have adequate taxes levied and collected to meet all of the aforesaid obligations of the City Bond.

SECTION 12. AUTHENTICATION OF CITY BOND. Only when the City Bond shall have endorsed thereon a certificate of registration and authentication in substantially the form hereinabove set forth, duly executed by the Paying Agent, shall such bond be entitled to the rights, benefits and security of this City 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 Paying Agent, which executed certificate shall be conclusive evidence of registration, authentication and delivery under this City Bond Resolution. The Paying 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 Paying Agent.

SECTION 13. VALIDATION. The City Bond shall be submitted for validation as provided by Chapter 13, Title 31, Mississippi Code of 1972, and to that end the Clerk is hereby directed to prepare 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 14. APPLICATION OF PROCEEDS AND OTHER MONEYS.

(a) Upon initial delivery of the City Bond, the proceeds of the sale thereof shall be deposited as follows:

(1) If the purchaser of the Bank Bonds has not distributed such amount to the Bond Insurer in connection with its purchase of the Bank Bonds, such amount of proceeds necessary to pay the premium on any applicable municipal bond insurance policy shall be delivered to the Trustee, as Depository for the City (the "Depository"), and shall be disbursed to the Bond Insurer.

(2) The remaining proceeds shall be delivered to the Depository for deposit into the Series 2014 Improvements Fund to be used as set forth in Section 15.

SECTION 15. SERIES 2014 IMPROVEMENTS FUND. The City hereby establishes the Series 2014 Improvements Fund which shall be maintained with a qualified depository. A certain portion of the principal proceeds received upon the sale of the City Bond shall be deposited in the Series 2014 Improvements Fund as set forth in Section 14. Any income received from investment of monies in the Series 2014 Improvements Fund shall be deposited in the Series 2014 Improvements Fund. From the Series 2014 Improvements Fund there shall be first paid the costs, fees and expenses incurred by the City in connection with the authorization, issuance, sale, validation and delivery of the City Bond and the Bank Bonds, to the extent not paid from the proceeds of the Bank Bonds pursuant to the Indenture. The balance thereof shall be held and disbursed for the Project, as authorized by the Act. Any amounts which remain in the Series 2014 Improvements Fund after the completion of the Project shall be transferred to the Series 2014 Bond Fund established by this City Bond Resolution and used as permitted under State law.

SECTION 16. SERIES 2014 BOND FUND.

(a) The City hereby establishes the Series 2014 Bond Fund that shall be maintained with a qualified depository in its name for the payment of the principal of and interest on the City Bond, and the payment of the Paying Agent's fees in connection therewith. There shall be deposited into the Series 2014 Bond Fund as and when received:

(1) The avails of any of the ad valorem taxes levied and collected pursuant to Section 11 hereof;

(2) Any income received from investment of monies in the Series 2014 Bond Fund; and

(3) Any other funds available to the City that 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 that may be due under the Indenture, and which the Governing Body, in its discretion, may direct to be deposited into the Series 2014 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 under the Indenture, the Clerk is hereby irrevocably authorized and directed to withdraw from the Series 2014 Bond Fund sufficient monies to make the payments necessary (the "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 under the Indenture, and to transfer same to the account of the Trustee in time to reach the Trustee at least five (5) days prior to the date on which said interest or principal and interest or premium, if any, on the Bank Bonds shall become due. The Trustee shall deposit all 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.

SECTION 17. AWARD OF BONDS. The City Bond is hereby awarded and sold to the Bank, in accordance with the terms hereof and the City Bond Purchase Agreement submitted to the Governing Body in words and figures as provided in **EXHIBIT A** hereto. The Bank shall select an Underwriter to purchase the Bank Bonds pursuant to the terms provided in the Bank Bonds Purchase Agreement, and the City hereby approves the sale of the Bank Bonds by the Bank subject to the approval by the Mayor of the City of the following: (i) maximum rate of interest or coupon on the Bank Bonds shall not exceed 11% at its initial offering; (ii) approval of the City of the final terms and conditions of the City Bond Purchase Agreement evidenced by the City's execution of such agreement; (iii) approval by the City of the proposal for the sale of the Bank Bonds evidenced by the City's execution of the Bank Bonds Purchase Agreement; and (iv) approval by the City of the principal amount of each series of the City Bond by the City's execution of the Bank Bonds Purchase Agreement.

SECTION 18. APPROVAL OF CITY BOND PURCHASE AGREEMENT. The Governing Body hereby approves the form of and execution of the City Bond Purchase Agreement and hereby authorizes the Mayor and the Clerk of the City to execute the City Bond Purchase Agreement on behalf of said Governing Body. All provisions of the City Bond Purchase Agreement, when executed as authorized herein, shall be incorporated herein, and shall be deemed to be part of this City Bond Resolution fully and to the same extent as if separately set out verbatim herein, which said City Bond Purchase Agreement shall be in substantially the form as provided in **EXHIBIT A** hereto, with such completions, changes, insertions and modifications as shall be approved by the officers executing and delivering the same.

SECTION 19. APPROVAL OF BANK BONDS PURCHASE AGREEMENT. The Governing Body hereby approves the form of and the execution of the Bank Bonds Purchase Agreement and hereby authorizes the Mayor and the Clerk of the City to execute the Bank Bonds Purchase Agreement on behalf of said Governing Body. All provisions of the Bank Bonds Purchase Agreement, when executed as authorized herein, shall be incorporated herein, and shall be deemed to be part of this City Bond Resolution fully and to the same extent as if separately set out verbatim herein, which said Bank Bonds Purchase Agreement shall be in substantially the form as provided in **EXHIBIT B** hereto, with such completions, changes, insertions and modifications as shall be approved by the officers executing and delivering the same.

SECTION 20. APPROVAL OF OFFICIAL STATEMENT. The form of the Preliminary Official Statement attached hereto as **EXHIBIT C** for the Bank Bonds is hereby approved and ratified in substantially the attached form with such completions, changes, insertions and modifications as shall be approved by the officers executing same. The Mayor of the City is hereby authorized and directed to approve the final Official Statement on behalf of the Governing Body with such changes from the Preliminary Official Statement as he may approve, and, the Governing Body hereby authorizes the distribution of said Preliminary Official Statement and said final Official Statement and the use thereof by the Underwriter in connection with the public offering of the Bank Bonds.

SECTION 21. OFFICIAL STATEMENT DEEMED "FINAL". The City hereby deems the Preliminary Official Statement to be "final" as described in Rule 15c2-12(b)(1) of the Securities and Exchange Commission.

SECTION 22. APPROVAL OF INDENTURE AND TRUSTEE. The City hereby approves and acknowledges the Indenture and the terms and provisions thereof in the form attached as **EXHIBIT D** to this City Bond Resolution and recognizes that many items governing the terms and conditions of the City Bond are based upon terms, limitations and conditions provided in the attached Indenture. The City hereby approves, acknowledges and recognizes the appointment, selection and hiring of _____ to serve as the Trustee under the Indenture.

SECTION 23. APPROVAL OF CONTINUING DISCLOSURE AGREEMENT. The form of the Continuing Disclosure Agreement in the form submitted to this meeting as **EXHIBIT E** and made a part of this City Bond Resolution as though set forth in full herein 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 agreement and execution being conclusive of such approval, including the final approval.

The City has agreed to update information and to provide notices of material events only as provided in the Continuing Disclosure Agreement. The City has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided, except as described herein. The City makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell the City Bond or the Bank Bonds at any future date. The City disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of its Continuing Disclosure Agreement or from any statement made pursuant to its agreement, although holders or beneficial owners of the City Bond or the Bank Bonds may seek a writ of mandamus to compel the City to comply with its agreement.

SECTION 24. TAX INTERCEPT AGREEMENT. The form of the Tax Intercept Agreement in the form submitted to this meeting as **EXHIBIT F** and made a part of this City Bond Resolution as though set forth in full herein 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 Tax Intercept Agreement with such changes, insertions and omissions as may be approved by such officers, said agreement and execution being conclusive of such approval, including the final approval.

SECTION 25. COVENANTS RELATING TO ARBITRAGE AND REBATE.

(a) The City covenants and certifies to and for the benefit of the owners of the Bank Bonds that it will neither take any action which will cause, nor omit to take any action necessary in order to avoid causing, nor make any investment or use of the proceeds from the issue and sale of the City Bond or the Bank Bonds, including amounts treated as proceeds, if any, which will cause the Bank Bonds to be classified as an arbitrage bond within the meaning of Section 148 of the Code, and any regulations thereunder as such may be applicable to the Bank Bonds, at the time of such action, investment or use.

(b) The City shall take all actions necessary in order to comply with the requirements of paragraphs (2) and (3) of Subsection 148(f) (in order that the Bank Bonds shall not be treated as an arbitrage bond pursuant to paragraph (1) of Subsection 148(f)), including payment of all amounts, if any, required to be paid to the United States in accordance with and within the time limits prescribed in Subsection 148(f) and the Subsection 148(f) Regulations, the making of any and all calculations, computations and filings required pursuant to Subsection 148(f) and the Subsection 148(f) Regulations, and the maintenance of all such records as may be required pursuant to Subsection 148(f) and the Subsection 148(f) Regulations.

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

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

(e) The Mayor of the City and/or Clerk are hereby authorized to execute a "nonarbitrage and federal tax certificate" in connection with the sale and delivery of the City Bond and the Bank Bonds, setting forth the reasonable expectations of the City with respect to the investment and use of proceeds of the City Bond and the Bank Bonds and also setting forth certain covenants, stipulations and certifications with respect to the investment and expenditure of the proceeds of the City Bond and the City shall comply with all certifications, stipulations and covenants set forth in such certificate.

SECTION 26. OTHER COVENANTS RELATING TO THE BANK BONDS.

(a) The Bank Bonds will not be a private activity bond within the meaning of Section 141 of the Code.

(b) No more than ten percent (10%) of the proceeds of the Bank Bonds will be used (within the meaning of Section 141 of the Code), directly or indirectly, in a trade or business (within the meaning of Section 141 of the Code and including any activity carried on by any Person other than a natural person) carried on by any person other than a governmental unit (within the meaning of Section 141 of the Code and specifically excluding the United States of America or any agency or instrumentality thereof).

(c) No more than ten percent (10%) of any property with respect to which all or any part of the proceeds of the Bank Bonds will be used (within the meaning of Section 141 of the Code), directly or indirectly, in a trade or business (within the meaning of Section 141 of the

Code and including any activity carried on by any person other than a natural person), carried on by any person other than a governmental unit (within the meaning of Section 141 of the Code and specifically excluding the United States of America or any agency or instrumentality thereof).

(d) The aggregate of: (i) the amount of proceeds of the Bank Bonds used for any private business use (within the meaning of Section 141 of the Code) which is not related to the governmental use (within the meaning of Section 141 of the Code) of such proceeds; plus (ii) the amount of proceeds of the Bank Bonds used with respect to any private business use which is related to a governmental use of such proceeds and which exceeds the amount of such proceeds used for the governmental use to which such private business use relates will not exceed five percent (5%) of the proceeds of the Bank Bonds.

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

(f) In no event will the payment of more than ten percent (10%) of the debt service on the Bank Bonds be (under the terms of the City Bond, the Bank Bonds or any underlying arrangement) directly or indirectly secured (within the meaning of Section 141 of the Code) by any interest in property used or to be used in a private business use or payments in respect to such property or to be derived from payments (whether or not to the City) in respect of property or borrowed money used or to be used for a private business use.

(g) The City covenants and certifies that there are no other obligations heretofore issued or to be issued by or on behalf of any state, territory or possession of the United States, or political subdivision of any of the foregoing, or of the District of Columbia, by or for the benefit of the City, which (1) were or are to be sold at substantially the same time as the Bank Bonds, (2) were or are to be sold at substantially the same interest rate as the interest rate on the Bank Bonds, (3) were or are to be sold pursuant to a common plan of marketing as the marketing plan for the Bank Bonds, and (4) are payable directly or indirectly by the City or from the source from which the Bank Bonds are payable. The City covenants and certifies that there are no additional facts or circumstances which may further evidence that the Bank Bonds are part of any other issue of obligations.

(h) The City covenants and certifies that no payment of principal of or interest on the Bank Bonds is or will be guaranteed (in whole or in part, directly or indirectly) by the United States, or any agency or instrumentality thereof or any entity with statutory authority to borrow from the United States. The City represents, warrants and covenants that none of the proceeds of the Bank Bonds will be: (a) used to make loans, the payment of principal of or interest on which is or will be guaranteed (in whole or in part, directly or indirectly) by the United States or any agency or instrumentality thereof or any entity with statutory authority to borrow from the United States; or (b) invested (directly or indirectly) in any deposit or account which is insured under federal law by the Federal Deposit Insurance Corporation, the National Credit Union Administration or any similar federally chartered corporation other than: (1) the investment of proceeds of the Bank Bonds for an initial temporary period (within the meaning of subparagraph 3(B) of Subsection 149(b) of the Code) until such proceeds are needed for the purpose for which the Bank Bonds is being issued; (ii) investments of a bona fide debt service

fund (within the meaning of Subparagraph 3(B) of Subsection 149(b) of the Code); (iii) investments of a reserve which meets the requirements of Subsection 148(d) of the Code; (iv) investments in bonds issued by the United States Treasury; (v) or other investments permitted under regulations promulgated by the Internal Revenue Service pursuant to Subsection 149(b) of the Code.

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

(j) In the event the City receives an opinion of Bond Counsel to the effect that any of the requirements referenced in Sections 24 and 25 hereof are not required to be met in order to maintain the tax-exempt status of interest on the Bank Bonds, the City need not satisfy such requirements.

SECTION 27. BOND INSURANCE. The Mayor of the City and the Clerk are hereby authorized within their discretion to apply for an Insurance Policy Commitment for municipal bond insurance to guarantee the payments of the principal of and interest on the City Bond and/or the Bank Bonds from a municipal bond insurance corporation (the "Bond Insurer"). The Mayor of the City and the Clerk are further authorized to execute and deliver the Insurance Policy Commitment for the provision of municipal bond insurance and any additional documents and certificates which are required by the Bond Insurer to provide credit enhancement in connection with the issuance of the City Bond and/or the Bank Bonds. Any changes, insertions and omissions, as may be required by the Bond Insurer as conditions to the issuance of its municipal bond insurance policy, to the Indenture, the City Bond Purchase Agreement and the Preliminary Official Statement are to be approved by the Mayor of the City, such approval being hereby authorized and the execution of the Insurance Policy Commitment for said municipal bond insurance being conclusive evidence of such approval. In anticipation of the issuance of the Insurance Policy Commitment by the Bond Insurer for its municipal bond insurance policy, the City hereby approves (1) the hiring of and (2) the references to said Bond Insurer, the municipal bond insurance policy and the documents related to the issuance of the City Bond and the Bank Bonds in all documents associated therewith and the deletion of said references if the Bond Insurer should not provide the Insurance Policy Commitment for its municipal bond insurance policy.

SECTION 28. POST ISSUANCE COMPLIANCE PROCEDURES. The Municipality hereby approves and adopts the Post Issuance Compliance Procedures in substantially the form attached hereto, as Exhibit G.

SECTION 29. EXECUTION OF DOCUMENTS, ETC. The Mayor of the City and Clerk of the City and any other officers of the Governing Body 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 and to approve the payment of the costs of issuance thereof.

SECTION 30. AMENDMENTS TO RESOLUTION. (a) The Bank and the City, with the consent of the Trustee with respect to Sections 29(a) (4) and (5) hereof, but without the consent of the owners of any of the Bank Bonds outstanding under the Indenture, may enter into supplements to this City Bond Resolution that shall not be inconsistent with the terms and provisions hereof for any of the purposes heretofore specifically authorized in this City Bond Resolution or the Indenture, and in addition thereto for the following purposes:

(1) To cure any ambiguity or formal defect, inconsistency or provide omitted language in this City Bond Resolution or to clarify matters or questions arising hereunder;

(2) To add covenants and agreements for the purpose of further securing the obligations of the City hereunder;

(3) To confirm as further assurance any mortgage or pledge of additional property, revenues, securities or funds;

(4) To conform the provisions of this City Bond Resolution in connection with the provisions of any supplements or amendments to the Indenture entered into pursuant to the provisions of Section 12.01 thereof;

(5) To provide any other modifications which, in the sole judgment of the Trustee, are not prejudicial to the interests of the holders of the Bank Bonds; or

(6) To conform the covenants and provisions of the City contained herein to any different financial statement presentation required by the Financial Accounting Standards Board or Government Accounting Standards Board that is different than the presentation required as of the date of issuance of the City Bond, so long as the effect of such conformed covenants and provisions is substantially identical to the effect of the covenants and provisions as in effect on the date of issuance of the City Bond.

(b) The provisions of this City Bond Resolution may be amended in any particular with the written consent of the Bank and the owners of not less than a majority of the aggregate principal amount of the Bank Bonds then outstanding; provided, however, that no such amendment may be adopted that 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 for any of the purposes of this Section 29, the Trustee shall, upon being satisfactorily indemnified 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 the Bank Bonds. If, within ninety (90) 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 as in this Section permitted and provided, this City Bond Resolution shall be and be deemed to be modified and amended in accordance with such amendment.

(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.

(e) No supplemental agreement or amendment shall be executed and delivered pursuant hereto without prior written notice having been given by the City to any rating agency carrying a rating on the City Bond of the City's intention to execute such supplemental agreement or amendment not less than 15 days in advance of the execution of said supplemental agreement or amendment.

SECTION 31. REPEALING CLAUSE AND EFFECTIVE DATE. All orders, resolutions or proceedings of the Governing Body in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict. For cause, this City Bond Resolution shall become effective upon the adoption hereof.

EXHIBIT A

CITY BOND PURCHASE AGREEMENT

EXHIBIT B

BANK BONDS PURCHASE AGREEMENT

EXHIBIT C

PRELIMINARY OFFICIAL STATEMENT

EXHIBIT D

INDENTURE

EXHIBIT E

CONTINUING DISCLOSURE AGREEMENT

EXHIBIT F

TAX INTERCEPT AGREEMENT

EXHIBIT G

POST ISSUANCE COMPLIANCE PROCEDURES

CITY BOND PURCHASE AGREEMENT

THIS CITY BOND PURCHASE AGREEMENT (this "Agreement") is dated the ____ day of August, 2014, 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 (hereinafter referred to as the "Act"), having its principal place of business in the City of Jackson, Mississippi, and **THE CITY OF GULFPORT, MISSISSIPPI** (the "City"), a Local Governmental Unit within the meaning of the Act.

WITNESSETH:

WHEREAS, pursuant to the Act, the Bank is authorized to purchase securities (as defined in the Act) issued by Local Governmental Units (as defined in the Act); and

WHEREAS, the City has duly authorized the issuance of its general obligation bond designated City of Gulfport, Mississippi General Obligation Bond, Series 2014 in the form of one fully registered bond, in the principal amount of Thirty Million Dollars (\$30,000,000) (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 July 16, 2014, approving an Indenture of Trust (the "Indenture") dated as of August 1, 2014, by and between the Bank and _____ Bank, as trustee (the "Trustee"), authorizing the issuance of its Mississippi Development Bank Special Obligation Bonds, Series 2014 (Gulfport, Mississippi General Obligation Bond Project) (the "Bank 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 \$30,000,000, plus a net original issue premium of \$_____, less an underwriter's discount of \$_____, and less \$_____ to be deposited to the Bond Issuance Expense Account of the General Fund (as defined in the Indenture). The amount of such purchase price will be distributed to the City (which amount shall be subject to requisition by the City for deposit in the _____ Fund for the City Project), all as provided under that certain Bond Resolution (the "City Bond Resolution") dated July 22, 2014, 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 be purchased by 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 to issue the City Bond.

3. To the extent the City Bond is 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 Bank 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 _____ Bank, _____, Mississippi, as the assignee of the Bank, the City shall furnish to the Bank a transcript of proceedings and an opinion of bond counsel satisfactory to the Bank which shall set forth, among other things, the unqualified approval of the validity and authorized issuance of the City Bond.

5. The City and the Bank agree 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, including information which may concern the tax-exempt status of the Bank Bonds and the City's and the Bank's obligation to rebate excess earnings according to the Rebate Requirement.

7. The City and the Bank agree to enter into a written undertaking with the Trustee for the benefit of the holders of the Bank Bonds to deliver, or cause to be delivered, to each "nationally recognized municipal securities information repository" within the meaning of Rule 15c2-12 of the Securities and Exchange Act of 1933 and certain other entities described in Rule 15c2-12 certain of the information as contained in the Official Statement.

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 the Agreement and this Agreement shall be construed and in force as if such invalid or unenforceable provision had not been contained herein.

9. The Bank is obligated to purchase the City Bond solely from proceeds of the Bank Bonds.

10. On or prior to the delivery date of the Bank Bonds, an authorized officer of the City will deliver a certificate to the effect that the statements made in the Official Statement, including without limitation Appendices A, B and C 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 Bank 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

{JX113651.1}

instrument. The Bank and the City each agree that it will execute any and all documents or other instruments and take such other actions as may be necessary to give effect to the terms of this Agreement.

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

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

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

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 GULFPORT, MISSISSIPPI

By: _____
Mayor

ATTEST:

City Clerk

BOND PURCHASE AGREEMENT

Regarding the

\$30,000,000.00

**MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS, SERIES 2014
(GULFPORT, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)**

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

City of Gulfport, Mississippi
P.O. Box 1780
Gulfport, MS 39502

Ladies and Gentlemen:

The undersigned, _____. (the "Underwriter"), being duly authorized, offers to enter into the following agreement with the Mississippi Development Bank (the "Bank") and the City of Gulfport, 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., Central Daylight Time, on _____, 20__ and, if not so accepted, will be subject to withdrawal by the Underwriter upon written notice delivered by the Underwriter to the Bank and the City at the above addresses, at any time prior to the acceptance hereof by you.

1. Purchase.

(a) Upon the terms and conditions and upon the basis of the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the Bank for offering to the public, and the Bank hereby agrees to sell and deliver to the Underwriter for such purpose, an aggregate of \$_____ principal amount of the Bank's Special Obligation Bonds (Gulfport, Mississippi General Obligation Bond Project), Series 2014 (the "Bonds"), dated the date of their delivery, 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 July 16, 2014 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 August 1, 2014 (the "Indenture"), by and between the Bank and _____ Bank, _____, Mississippi, as trustee (the "Trustee"), and otherwise having such terms as are described in the Preliminary Official Statement (as hereinafter defined). The purchase price for the Bonds shall be \$_____, being comprised of the principal amount of the Bonds of \$30,000,000, plus a net original issue premium of \$_____, 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 redemption prior to maturity as set forth in Exhibit B hereto.

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

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

(d) The principal of, premium, if any, and interest on the Bonds shall be payable solely and only from those revenues and funds of the Bank under the Indenture, including the \$30,000,000.00 City of Gulfport, Mississippi General Obligation Bond, Series 2014 (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 City Council of the City (the "City Council") on July 22, 2014, authorizing the sale and issuance of the City Bond and approving the sale and issuance of the Bonds (the "City Bond Resolution" and collectively with the Bank Resolution, the "Bond Resolutions"), and a City Bond Purchase Agreement between the City and the Bank (the "City Bond Purchase Agreement"). The City Bond is a general obligation of the City and represents a pledge of the full faith, credit and taxing power thereof.

2. Preliminary Official Statement and Official Statement. A Preliminary Official Statement of the Bank, dated _____, 2014 (the "Preliminary Official Statement"), has been distributed in connection with the Bonds, and an Official Statement of the Bank, to be dated _____, 2014, 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. The Underwriter shall deliver the Official Statement to a "nationally recognized municipal securities information repository," as such term is defined in 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 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 deemed the Preliminary Official Statement final as of the date hereof, 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 Municipal Securities Rulemaking Board, 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 C.

3. Offering.

(a) The Underwriter agrees to make a bona fide offering to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) of all of the Bonds at prices not greater than and yields not less than those set forth in Exhibit A hereto. If such public offering does not result in the sale of all the Bonds, the Underwriter may offer and sell the Bonds to certain bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters or wholesalers at prices lower than the public offering prices or yields higher than the yields, set forth in Exhibit A hereto; provided, however, the Underwriter reasonably expects that at least ten percent (10%) of each maturity of the Bonds, will be sold to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at initial offering prices not greater than or yields less than those shown in Exhibit A hereto.

(b) At the Closing, the Underwriter shall deliver to the Bank a certificate confirming the representations of this Paragraph 3 and as to such other matters reasonably required in order to enable Bond Counsel to render its opinions as to the exclusion from gross income for federal income tax purposes of interest on the Bonds.

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 (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, Tax Intercept Agreement (as defined in the Preliminary Official Statement), 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 Tax Intercept 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 Tax Intercept Agreement, 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 Tax Intercept Agreement, 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 Tax Intercept Agreement, 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 Tax Intercept Agreement, 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 Tax Intercept Agreement, 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 Tax Intercept Agreement, 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 Indenture and the Preliminary Official Statement.

(i) If required by law to do so in the future, the Bank will undertake, pursuant to a Continuing Disclosure Agreement, to provide annual reports and notices of certain events in connection with the Bonds. A description of this undertaking is set forth in 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 City Council is duly organized and existing under the Constitution and laws of the State and is authorized 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 Sections 31-15-1 *et seq.*, Mississippi Code of 1972, as amended (the "City Act" and together with the Bank Act, the "Act"), 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 Mayor of the City (the "Mayor") and the Board, on behalf of the City, have full legal right, power and authority to enter into or accept this Bond Purchase Agreement, the Tax Intercept 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 Tax Intercept Agreement, the City Bond Purchase Agreement, the City Bond, the City Bond 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 City Bond Resolution approving the execution and delivery by the City of this Bond Purchase Agreement, the Tax Intercept Agreement, the City Bond Purchase Agreement and the execution and delivery of the City Bond to the Bank, 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 Tax Intercept Agreement, the City Bond Purchase 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 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 City 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 City or the Board, 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 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 Board 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 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 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 City Council 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 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 City or the Board, threatened against the City or the Board, affecting the existence of the City or the Board, 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 Tax Intercept Agreement, the City Bond Purchase 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 Board or any authority for the issuance of the City Bond, the adoption of the City Bond Resolution, the Tax Intercept Agreement, the City Bond Purchase 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 Board, threatened, nor, to the best of the knowledge of the City 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 Bonds, the validity or enforceability of the City Bond, the City Bond Resolution, the Tax Intercept Agreement, the City Bond Purchase 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) If required by law to do so in the future, the City will undertake, pursuant to a Continuing Disclosure Agreement, to provide annual reports 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 Tax Intercept Agreement, the City Bond Purchase 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, the Tax Intercept Agreement, this Bond Purchase 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 evidence to the Underwriter that the same has been obtained.

(c) Except as otherwise provided herein, (i) the Bank Resolution, the Indenture, the Tax Intercept Agreement, 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; and

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

7. Closing. The Bank will deliver the Bonds by delivery thereof to Cede & Co., as nominee of The Depository Trust Company ("DTC") in accordance with DTC's FAST registration procedures 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 9:00 o'clock a.m., Central Standard Time, on _____, 2014, 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 Jones Walker, LLP in Jackson, Mississippi, 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 Tax Intercept Agreement, 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 (ii) 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; (iii) 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; (iv) 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; (v) the marketability of the Bonds or the market price thereof, in the opinion of the underwriter, has been materially and adversely affected by disruptive events, occurrences or conditions in the securities or

debt markets: (vi) 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; or (vii) 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.

(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 City Clerk of the City (the "City Clerk") 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;

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

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

(vi) An opinion, dated the date of the Closing and addressed to the Underwriter, of Counsel to the Bank (the "Bank's Counsel"), to the effect that (A) the Bank and the Board are duly organized and existing under the laws of the State, including the Bank Act; (B) the Bank Resolution has been duly adopted by the Board on behalf of the Bank which has full power and authority to perform its obligations thereunder; (C) this Bond Purchase Agreement, the Bonds, the Tax Intercept Agreement, 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 Tax Intercept Agreement, 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 Tax Intercept Agreement, the City Bond Purchase Agreement and 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 Tax Intercept Agreement, 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 Tax Intercept Agreement, 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, B or D, included therein, as to which no view need be expressed) contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or that the Official Statement, as the same may have been amended or supplemented to the date of the Closing pursuant to subsection (d) of Paragraph 6 hereof (except as aforesaid), as of the date of the Closing contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(vii) An opinion, dated the date of the Closing and addressed to the Underwriter of Counsel to the City (the "City Attorney"), to the effect that (A) the City and the Board are duly organized and existing under the laws of the State; (B) the City Bond Resolution has been duly adopted by the Board on behalf of the City which has full power and authority to perform its obligations thereunder; (C) this Bond Purchase

Agreement, the Tax Intercept Agreement, the City Bond Purchase Agreement and the City Bond have been duly authorized, executed and delivered, or approved, by the Board on behalf of the City; (D) the City Bond Purchase Agreement, the Tax Intercept Agreement, the City Bond 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 Tax Intercept Agreement, the City Bond Purchase Agreement, the City Bond and 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 Tax Intercept Agreement, the City Bond Purchase Agreement and the City Bond have been obtained or accomplished; (G) the City Bond Purchase Agreement, the Tax Intercept Agreement, the City Bond 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, she 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 Tax Intercept Agreement, the City Bond Purchase 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 Tax Intercept Agreement, the City Bond Purchase Agreement and the City Bond, in the light of the circumstances under which they were made, not misleading;

(viii) The opinion of Butler Snow LLP, Ridgeland, Mississippi ("Underwriter's Counsel"), dated the date of the Closing and addressed to the Bank and the Underwriter, 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 Tax Intercept Agreement, 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 Tax Intercept 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 Tax Intercept Agreement, 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 City 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 Board, affecting the existence of the City or the Board, 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 Tax Intercept Agreement, the City Bond Purchase 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 Board 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 Tax Intercept 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 Tax Intercept Agreement, the City Bond Purchase 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 Attorney, that in her 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 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 City 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;

(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 and of the Chancery Court of the of Harrison 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 and the City Bond Purchase Agreement;

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

(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 has 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 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 Board 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 City 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 Board 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 City Clerk have executed the City Bond Purchase Agreement and the City Bond by causing their signatures to be affixed to

the City 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 City 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 City 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, Bond Counsel ;

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

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

(xxiv) On or before the date of the Closing, evidence that there shall be in effect a rating on the Bonds by Moody's Investors Service, Inc. ("Moody's"), of "A1," and a letter of confirmation of such rating shall be made available on the date of the Closing;

(xxv) On or before the date of the Closing, evidence that there shall be in effect a rating on the Bonds by Standard & Poor's, of "____" and a letter of confirmation of such rating shall be made available on the date of the Closing;

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

(xxvii) 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 Tax Intercept Agreement, 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 Underwriter's Counsel; (d) the fees and disbursements of the Bank's Counsel and experts, financial advisors 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 _____.

12. Arm-Lengths Transaction. The Issuer acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arm's-length commercial transaction between the Issuer and the Underwriter; (ii) in connection with such transaction, including the process leading thereto, the Underwriter is acting solely as a principal and not as an agent or a fiduciary of the Issuer; (iii) the Underwriter has neither assumed an advisory or fiduciary responsibility in favor of the Issuer with respect to the offering of the Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the Issuer on other matters) nor has it assumed any other obligation to the Issuer except the obligations expressly set forth in this Agreement, (iv) the Underwriter has financial and other interests that differ from those of the Issuer; and (v) the Issuer has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Bonds. **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.

14. 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.

15. 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.

16. 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.

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,

By _____

ACCEPTED:

This ____ day of August 2014.

MISSISSIPPI DEVELOPMENT BANK

By _____
Executive Director

ACCEPTED:

This ____ day of August 2014.

CITY OF GULFPORT, MISSISSIPPI

By _____
Mayor

EXHIBIT A

MATURITY SCHEDULE

Maturity Date	Principal Amount	Interest Rate	Yield	Price
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EXHIBIT B
REDEMPTION PROVISIONS

EXHIBIT C

DEEMED FINAL CERTIFICATE

\$30,000,000.00

**MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS, SERIES 2014
(CITY OF GULFPORT, MISSISSIPPI GENERAL OBLIGATION
BOND PROJECT)**

Rule 15c2-12 Certificate of the Bank and the City

The undersigned hereby certify to _____ (the "Underwriter"), that they are authorized to execute and deliver this Certificate and further certify on behalf of the Bank and the City:

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 \$30,000,000.00 Special Obligation Bonds, Series 2014 (City of Gulfport, Mississippi General Obligation Bond Project) (the "Bonds").

In connection with the offering and sale of the Bonds, there has been prepared a Preliminary Official Statement, dated _____, 2014, setting forth information concerning the Bonds, the Bank and the City and certain other matters (the "Preliminary Official Statement").

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.

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.

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 August, 2014.

MISSISSIPPI DEVELOPMENT BANK

By _____
Executive Director

CITY OF GULFPORT, MISSISSIPPI

By _____
Mayor

PRELIMINARY OFFICIAL STATEMENT DATED AUGUST_, 2014

NEW ISSUE/BOOK- ENTRY ONLY

RATINGS:
Moody's:
Standard & Poor's:
(See "Ratings" herein)

In the opinion of Bond Counsel (as defined herein), under existing laws, regulations, rulings and judicial decisions, interest on the Series 2014 Bonds is excludable from gross income for federal income tax purposes pursuant to Section 103 of the Code (as defined herein), and is not a specific item of tax preference under Section 57 of the Code for purposes of calculating alternative minimum tax; however, such interest is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on certain corporations. Such excludability is conditioned on continuing compliance with certain tax covenants of the Bank and the City (each as defined herein). In the opinion of Bond Counsel under existing laws, regulations, rulings and judicial decisions, interest on the Series 2014 Bonds are exempt from income taxation in the State of Mississippi. See "TAX MATTERS" herein and "APPENDIX - FORM OF BOND COUNSEL OPINION" attached hereto.

\$30,000,000
MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS, SERIES 2014
(GULFPORT, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)

Dated: Date of Delivery

DUE: October 1, as below

The Series 2014 Bonds will be dated the date of delivery, and will bear interest from that date to their respective maturities in the amounts and at the rates set forth below. The Series 2014 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 2014 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 2014 Bonds will not receive physical delivery of certificates representing their interests in the Series 2014 Bonds. Interest on the Series 2014 Bonds is payable on April 1 and October 1 of each year, commencing April 1, 2015. So long as DTC or its nominee is the Registered Owner of the Series 2014 Bonds, interest, together with the principal of and redemption premium, if any, on the Series 2014 Bonds will be paid directly to DTC by _____ Bank, Trustee under the Indenture, all as defined and more fully described herein under the caption, "DESCRIPTION OF THE SERIES 2014 BONDS -- Book-Entry-Only System."

The Series 2014 Bonds are issued by the Bank for the principal purpose of providing funds for the purchase of securities of the City, as more fully described in this Official Statement.

The Series 2014 Bonds are subject to extraordinary mandatory redemption, optional redemption and mandatory sinking fund redemption as more fully described in this Official Statement under the caption "DESCRIPTION OF THE SERIES 2014 BONDS -- Redemption."

THE SERIES 2014 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 2014 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; PROVIDED, HOWEVER, THAT THE CITY BOND IS SECURED BY THE FULL FAITH AND CREDIT AND TAXING POWER OF THE CITY. THE SOURCES OF PAYMENT OF, AND SECURITY FOR, THE SERIES 2014 BONDS ARE MORE FULLY DESCRIBED HEREIN. THE BANK HAS NO TAXING POWER.

The Series 2014 Bonds are offered subject to the final approval of the legality thereof by Jones Walker LLP, Jackson, Mississippi, Bond Counsel. Certain legal matters will be passed upon for the Bank by Balch & Bingham LLP, Jackson, Mississippi, its counsel, and for the City by Hugh D. Keating, Gulfport, Mississippi. Government Consultants, Inc., Jackson, Mississippi, serves as the Financial Advisor to the Bank in connection with the sale and issuance of the Series 2014 Bonds. The Series 2014 Bonds are expected to be available in definitive form for delivery on or about _____, 2014.

THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. IT IS NOT A SUMMARY OF THIS ISSUE. PROSPECTIVE INVESTORS MUST READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION.

MATURITY SCHEDULE*

Maturity <u>Date</u>	Principal <u>Amount</u>	Interest <u>Rate</u>	<u>Yield</u>	<u>CUSIP</u>
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¹ CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by Standard and Poor's CUSIP Service Bureau. A Division of McGraw-Hill Companies, Inc. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services.

THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFERING OF ANY SECURITY OTHER THAN THE ORIGINAL OFFERING OF THE SERIES 2014 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 2014 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 2014 BONDS SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THE INFORMATION HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE HEREOF.

INFORMATION HEREIN HAS BEEN OBTAINED FROM THE BANK, THE CITY 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 2014 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 2014 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 2014 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 2014 BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

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OFFICIAL STATEMENT

\$30,000,000

MISSISSIPPI DEVELOPMENT BANK SPECIAL OBLIGATION BONDS, SERIES 2014 (GULFPORT, MISSISSIPPI 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 Mississippi Development Bank Special Obligation Bonds, Series 2014 (Gulfport, Mississippi General Obligation Bond Project) (the "Series 2014 Bonds"), issued in the aggregate principal amount of \$30,000,000.

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 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 2014 Bonds to potential investors is made only by means of the entire Official Statement.

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 (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 (9) members.

Pursuant to the Bank Act, the purpose of the Bank is to assist "local governmental units," as defined in the Bank Act to be (i) any county, municipality, utility district, regional solid waste authority, county cooperative service district or political subdivision of the State of Mississippi, (ii) the State of Mississippi or any agency thereof, (iii) the institutions of higher learning of the State of Mississippi, (iv) any education building corporation established for institutions of higher learning, or (v) any other governmental unit created under state law, such as the City, 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 entity described in APPENDIX A (the "City") is such a local governmental unit.

Sources of Payment and Security for the Series 2014 Bonds

The Series 2014 Bonds will be issued by and under and secured by an Indenture of Trust dated the date of delivery (the "Indenture"), by and between the Bank and _____ Bank as Trustee (the "Trustee"). The principal of, redemption premium, if any, and interest on any and all of the Series 2014 Bonds, together with any additional bonds or refunding bonds (the "Refunding Bonds") that may be authorized and issued by the Bank under the Indenture on a

parity with the Series 2014 Bonds (collectively, the "Bonds"), are payable from those revenues and funds of the Bank which, together with the general obligation bond issued by the City (the "City Bond"), as defined and described herein, pursuant to Sections 21-33-301 et seq., Mississippi Code of 1972, as amended (the "City Bond Act" and together with the Bank Act, the "Act"), are pledged pursuant to the Indenture for the benefit of the owners of the Series 2014 Bonds without priority. 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 2014 Bonds. The Series 2014 Bonds are not a debt, liability, loan of the credit or pledge of the full faith and credit, moral obligation of the State or of any political subdivision; provided, however, that the City Bond is secured by the full faith and credit and taxing power of 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 2014 Bonds are issued and secured separately from any other obligations issued by the Bank.

The Series 2014 Bonds are secured by the pledge of the Trust Estate established under the Indenture (the "Trust Estate"), defined to be (i) cash and securities in the funds and accounts established by the Indenture (except the Rebate Fund, as described herein) (the "Funds" and "Accounts") and the investment earnings thereon and all proceeds thereof, (ii) the City Bond and the earnings thereon and the proceeds thereof, and (iii) all funds, accounts and moneys hereinafter pledged to the Trustee as security by the Bank. All Series 2014 Bonds will be secured equally and ratably by all of the foregoing. The sources of payment for the Series 2014 Bonds are further described under the caption "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2014 BONDS," and "APPENDIX A."

The principal of and interest on the City Bond are payable out of certain revenues as hereinafter defined. The following City Bond is scheduled to be purchased with proceeds of the Series 2014 Bonds: \$30,000,000 City of Gulfport, Mississippi General Obligation Bond, Series 2014 (the "City Bond"). The sources of payment on the City Bond is further described under the caption "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2014 BONDS" and "APPENDIX C."

Purpose of the Series 2014 Bonds

The Series 2014 Bonds are being issued pursuant to the Act to purchase the City Bond to provide funds to (i) finance _____; and for other authorized purposes under the Act (the "Construction Project") and (ii) pay costs of issuance of the Series 2014 Bonds and the City Bond.

Authority for Issuance

The Series 2014 Bonds are issued pursuant to the provisions of the Act and the Indenture.

Description of the Series 2014 Bonds

Redemption. The Series 2014 Bonds are subject to redemption as set forth hereinafter under the caption "DESCRIPTION OF THE SERIES 2014 BONDS -- Redemption."

Denominations. The Series 2014 Bonds will be issued in denominations of \$5,000 or any integral multiple thereof.

Registration, Transfers, and Exchanges. The Series 2014 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 2014 Bonds will be made in book entry only form. Purchasers of beneficial interests in the Series 2014 Bonds will not receive physical delivery of certificates representing their respective interests in the Series 2014 Bonds.

Payments. Interest on the Series 2014 Bonds is payable on April 1 and October 1 of each year, and, so long as DTC or its nominee is the Registered Owner of the Series 2014 Bonds, such interest, together with the principal of and redemption premium, if any, on the Series 2014 Bonds will be paid directly to DTC by _____ Bank as Trustee under the Indenture. The final disbursement of such payments to the Beneficial Owners of the Series 2014 Bonds will be the responsibility of the DTC Participants and the Indirect Participants, all as more fully defined and described herein under the caption "DESCRIPTION OF THE SERIES 2014 BONDS -- Book-Entry-Only System."

For a more complete description of the Series 2014 Bonds and the basic documentation pursuant to which the Series 2014 Bonds are being issued, see the captions "DESCRIPTION OF THE SERIES 2014 BONDS," "REVENUES, FUNDS AND ACCOUNTS," and "OPERATION OF FUNDS AND ACCOUNTS," in this Official Statement.

Tax Exemption

In the opinion of Bond Counsel, under existing laws, regulations, rulings, and judicial decisions, interest on the Series 2014 Bonds is excludable from gross income for federal tax purposes, with such excludability 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 2014 Bonds are exempt from income taxation in the State of Mississippi. Interest on the Series 2014 Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes; however, it is included in adjusted current earnings in calculating corporate alternative minimum taxable income. For a more complete description of such opinions and certain other tax consequences incident to the ownership of the Series 2014 Bonds, see the captions "TAX MATTERS" in this Official Statement. See "APPENDIX D" for the proposed form of Bond Counsel opinion.

Professionals Involved in the Offering

_____ Bank, _____, Mississippi, will act as Trustee under the Indenture for the Series 2014 Bonds. Government Consultants, Inc., Jackson, Mississippi, is employed as financial advisor to the Bank (the "Financial Advisor") with respect to the Series 2014 Bonds. Certain proceedings in connection with the issuance of the Series 2014 Bonds are subject to the approval of Jones Walker LLP, Jackson, Mississippi, Bond Counsel (the "Bond Counsel"). The purchaser

of the Series 2014 Bonds shall receive the opinion of Jones Walker LLP, Jackson, Mississippi, to the effect that, based upon their participation in the preparation of the Official Statement, no facts have come to their attention which would lead them to believe that the Official Statement (except for financial statements and other financial and statistical data contained therein, as to which they will express no opinion or belief) contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. Certain legal matters will be passed upon for the Bank by Balch & Bingham LLP, Jackson, Mississippi and for the City by Hugh D. Keating, Gulfport, Mississippi. See the caption "LEGAL MATTERS" and "MISCELLANEOUS" in this Official Statement.

Offering and Delivery of the Series 2014 Bonds

Subject to the final approval of the legality thereof by Jones Walker LLP, Jackson, Mississippi, Bond Counsel, the Series 2014 Bonds are expected to be available in definitive form for delivery on or about _____, 2014.

Risks to the Owners of the Series 2014 Bonds

There are certain risks involved in the ownership of the Series 2014 Bonds which should be considered by prospective purchasers. The ability of the Bank to pay principal of, redemption premium, if any, and interest on the Series 2014 Bonds depends primarily upon the receipt by the Bank of City Bond payments (the "City Bond Payments") from the City participating in the program (the "Program") which is obligated to make such payments to the Bank, together with investment earnings on certain amounts in the Funds and Accounts defined in and established under the Indenture. There can be no representation or assurance that the City will realize sufficient Revenues to make the required City Bond Payments. See the caption, "SECURITY AND SOURCES OF PAYMENT." 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 2014 Bonds. See the caption "RISKS TO THE OWNERS OF THE SERIES 2014 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 William T. Barry, 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 2014 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 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 since the date hereof.

THE SERIES 2014 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 2014 Bonds, the purposes and operation of the Bank's Program to be financed out of the proceeds of the Series 2014 Bonds, the Bank, and summaries of certain provisions of the Series 2014 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 2014 Bonds are qualified in their entirety by reference to the definitive form and the information with respect to the Series 2014 Bonds contained in the Indenture. Certain information relating to the City is set forth in "APPENDIX A," certain financial and economic information relating to the City is set forth in "APPENDIX B," the form of the City Bond Resolution and the City Bond is set forth in "APPENDIX C," the proposed form of opinion of Bond Counsel with respect to the Series 2014 Bonds is set forth in "APPENDIX D," certain definitions of certain terms used in this Official Statement are set forth in "APPENDIX E" and the form of the continuing disclosure agreement of the Bank and the City as set forth in "APPENDIX F." 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 2014 Bonds.

Capitalized terms not defined herein shall have the definitions set forth in "APPENDIX E-DEFINITIONS."

SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2014 BONDS

General

The Series 2014 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 2014 Bonds. The Series 2014 Bonds do not constitute a debt, liability or loan of the credit of the State or any political subdivision thereof under the constitution of the State or a pledge of the full faith and credit and 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 Bank has no taxing power.

The sources of payment of, and security for, the Series 2014 Bonds are more fully described below.

Under the Indenture, the Series 2014 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 2014 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 to be 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 2014 Bonds, the Bank intends to purchase and, upon purchase, will pledge to the Trustee the City Bond of the City, as described in "APPENDIX C."

Provisions for Payment of the City Bond

The City Bond will be a general obligation of the City. The City Bond Resolution 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 Series 2014 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 2014 Bond Fund of 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 City Bond will never, within the meaning of any constitutional or statutory limitation, be a debt, liability, or 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 or moral

obligation of the State or any political subdivision thereof is pledged to the payment of the principal, premium, if any, and interest on the City Bond; provided, however, that the City Bond is a general obligation of the City. The City Bond initially issued under the City Bond Resolution shall be issued for the purposes of providing funds to finance costs of the (i) Construction Project and (ii) payment of costs of issuance of the Series 2014 Bonds and the City Bond.

The issuance of the City Bond shall be authorized by resolution of the Mayor and Board of Aldermen of the City (the "Governing Body") adopted pursuant to Act. See "APPENDIX C" for further description of the City Bond.

RISKS TO THE OWNERS OF THE SERIES 2014 BONDS

General

The Series 2014 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 has been established for the payment of debt service on the Series 2014 Bonds or the City Bond. Purchasers of the Series 2014 Bonds are advised of certain risk factors with respect to the City Bond.

In addition, purchasers of the Series 2014 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 principal of, redemption premium, if any, and interest on the Series 2014 Bonds depends primarily 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, together with earnings on the amounts in the Funds and Accounts created under the Indenture sufficient to make such payments. There is no Indenture Fund or Account 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 such 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; and further, no reserve fund is created in the Indenture or the City Bond Resolution to pay debt service on the Series 2014 Bonds or the City Bond.

Tax Covenants

The Bank has covenanted under the Indenture to use its best efforts to comply with all actions required to assure the continuing excludability of interest on the Series 2014 Bonds from gross income or federal income tax purposes. Failure by the Bank to comply with such covenants could cause the interest on the Series 2014 Bonds to be includable in gross income for federal income tax purposes retroactive to the date of issuance. Further, the City has covenanted in the

City Bond Resolution that it will comply with certain requirements under the Code to ensure continuing excludability from gross income for federal income tax purposes of interest on the Series 2014 Bonds. Failure by the City to comply with such requirements could cause the interest on such Series 2014 Bonds to be includable in gross income for federal income tax purposes retroactive to the date of issuance. See the caption "TAX MATTERS."

Remedies

The remedies available to the Trustee, to the Bank or to the owners of the Series 2014 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.

Certain Bankruptcy Risks

In the event the City were to become a debtor under the Bankruptcy Code, payments under the City Bond Resolution 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 acquired after the commencement of such a bankruptcy case or within ninety (90) days prior thereto. Under existing Constitutional and statutory law and judicial decisions, including specifically the Bankruptcy Code, the remedies provided in the City Bond Resolution and the Indenture may not be readily available or may be limited. The various legal opinions delivered concurrently with the delivery of the City Bond will be qualified as to the enforceability of the various legal instruments by limitations imposed by general principles of equity and by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally. 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, the Indenture, 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 2014 Bonds.

Limitation on Enforceability of Security Interests

The remedies available upon an Event of Default under the Indenture and the City Bond Resolution 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 the City Bond Resolution may not be readily available or may be limited. The various legal opinions

delivered concurrently with the delivery of the Series 2014 Bonds and the City Bond may be qualified as to the enforceability of the various legal instruments by limitations imposed by general principles of equity and by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally.

The pledge of the full faith and credit granted by the City 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) federal bankruptcy laws affecting taxes and other revenues of the City received within ninety (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 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; 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 2014 Bond Fund of 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 City, when necessary, will 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 and the interest of the City Bond as the same falls due.

The qualified electors of the State of Mississippi 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 Court of the

State of Mississippi. 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 Mississippi Constitution § 175, all public officials who are guilty of willful neglect of duty may be removed from office.

DESCRIPTION OF THE SERIES 2014 BONDS

General Description

The Series 2014 Bonds are issuable under the Indenture as fully registered bonds. When issued, the Series 2014 Bonds will be registered in the name of and held by Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). Purchases of beneficial interests from DTC in the Series 2014 Bonds will be made in book-entry-only form (without certificates) in the denomination of \$5,000 or any integral multiple thereof (see the heading, "Book-Entry-Only System" under this caption).

The Series 2014 Bonds will mature in the amounts and on the dates, and bear interest at the rates per annum, set forth on the cover page of this Official Statement. Interest on the Series 2014 Bonds will be payable semiannually on April 1 and October 1 of each year, commencing April 1, 2015. Interest will be calculated on the basis of a 360-day year consisting of twelve thirty-day months.

Each Series 2014 Bond will be dated the day of delivery. If any Series 2014 Bond is authenticated on or prior to the day of delivery, it will bear interest from such date. Each Series 2014 Bond authenticated after the day of delivery, will bear interest from the most recent date on which interest was payable (the "Interest Payment Date") and has been paid on or prior to the date of authentication of such Series 2014 Bond, unless such Series 2014 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 2014 Bond will bear interest from such following Interest Payment Date.

So long as DTC or its nominee is the Registered Owner of the Series 2014 Bonds, payments of the principal of, redemption premium, if any, and interest on the Series 2014 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 the participants of DTC (the "DTC Participants") will be the sole responsibility of DTC, and the ultimate disbursement of such payments to the Beneficial Owners, as defined herein, of the Series 2014 Bonds will be the responsibility of the DTC Participants and the Indirect Participants, as defined herein. See the heading, "Book-EntryOnly

System" under this caption.

If the Series 2014 Bonds are no longer in a book-entry-only system, the principal of the Series 2014 Bonds will be payable upon maturity or redemption at the principal corporate trust office of the Trustee in Gulfport, Mississippi, and interest on the Series 2014 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 2014 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 the Registered Owner or by deposit into the account of the Registered Owner if such account is maintained by the Trustee.

Book-Entry-Only System

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Series 2014 Bonds. The Series 2014 Bonds will be issued as fully-registered securities 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 Series 2014 Bond certificate will be issued for the Series 2014 Bonds in the aggregate principal amount of such issue, 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 2014 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2014 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2014 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect 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 transactions, 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 2014 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 2014 Bonds, except in the event that use of the book-entry system for the Series 2014 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2014 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 2014 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2014 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2014 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. Beneficial Owners of Series 2014 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2014 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Series 2014 Bond documents. For example, Beneficial Owners of Series 2014 Bonds may wish to ascertain that the nominee holding the Series 2014 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2014 Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2014 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Bank 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 2014 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 2014 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 detailed information from the Bank or 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, 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 Participates.

DTC may discontinue providing its services as depository with respect to the Series 2014 Bonds at any time by giving reasonable notice to the Bank or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Series 2014 Bond certificates are required to be printed and delivered.

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 2014 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 believes to be reliable, but the Bank takes no responsibility for the accuracy thereof.

So long as Cede & Co. is the registered holder of the Series 2014 Bonds as nominee of DTC, references herein to the Holders, holders, or Registered Owners of the Series 2014 Bonds mean Cede & Co. and not the Beneficial Owners of the Series 2014 Bonds.

THE BANK, THE TRUSTEE, THE CITY 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 2014 BONDS (I) PAYMENTS OF PRINCIPAL OF OR INTEREST AND PREMIUM, IF ANY, ON THE SERIES 2014 BONDS; (II) CERTIFICATES REPRESENTING AN OWNERSHIP INTEREST OR OTHER CONFIRMATION OF BENEFICIAL OWNERSHIP INTERESTS IN SERIES 2014 BONDS; OR (III) REDEMPTION OR OTHER NOTICES SENT TO DTC OR CEDE & CO., ITS NOMINEE, AS THE REGISTERED OWNERS OF THE SERIES 2014 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 CITY, THE TRUSTEE NOR THE UNDERWRITER WILL HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO SUCH DTC PARTICIPANTS OR THE BENEFICIAL OWNERS WITH RESPECT TO (1) THE SERIES 2014 BONDS; (2) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (3) THE PAYMENT BY ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL AMOUNT OF OR INTEREST OR PREMIUM, IF ANY, ON THE SERIES 2014 BONDS; (4) 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; (5) THE SELECTION OF THE BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE SERIES 2014 BONDS; OR (6) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS BONDHOLDER.

Redemption

Optional Redemption. The Series 2014 Bonds (or any portions thereof in integral multiples of \$5,000 each) maturing on or after October 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 October 1, 20__, at par, plus accrued interest to the date of redemption. Under the Indenture, selection of Series 2014 Bonds to be redeemed within a maturity will be made by lot by the Trustee. In accordance with DTC's standard practices and its agreement with the Bank, DTC and the DTC Participants will make this selection so long as the Series 2014 Bonds are in book-entry form.

Extraordinary Mandatory Redemption. The Series 2014 Bonds are also subject to extraordinary mandatory redemption prior to maturity in whole or in part, at any time, in inverse order of maturity, at a Redemption Price equal to the principal amount thereof plus accrued interest to the redemption date, from and to the extent that moneys are transferred from the Purchase Account to the Redemption Account created in this Indenture due to a failure of the City to issue and deliver the City Bond or if the City Bond is issued and delivered by the City in an original principal amount less than the original principal amount of the Series 2014 Bonds when issued or otherwise deposited in the Redemption Account from proceeds received upon the redemption of the City Bond under the City Bond Resolution pursuant to a default under the City Bond Resolution and acceleration by the Trustee of the Series 2014 Bonds to be redeemed.

The Bank intends to expend fully and expeditiously all amounts in the Purchase Account promptly after the date of delivery of the Series 2014 Bonds for purchase of the City Bond described in APPENDIX C. However, in the event and to the extent that funds deposited in the Purchase Account from the proceeds of the Series 2014 Bonds are not used for such purchase and the Bank determines not to purchase the City Bond for inclusion in the Program, moneys may be deposited in the Redemption Account and used for extraordinary mandatory redemption at any

time of the Series 2014 Bonds and will be so deposited and used after three years from the date of delivery of the Series 2014 Bonds. In the event that less than all of the Series 2014 Bonds are to be redeemed under the provisions for extraordinary mandatory redemption in the Indenture, the principal amount and the maturity of the Series 2014 Bonds to be redeemed will be selected in integral multiples of \$5,000 by lot by the Trustee. In accordance with DTC's standard practices and its agreement with the Bank, DTC and the DTC Participants will make this selection so long as the Series 2014 Bonds are in book-entry form.

Mandatory Sinking Fund Redemption.

Notice of Redemption. Notice of the call for any redemption, identifying the Series 2014 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 2014 Bond to be redeemed at the address shown on the registration records and to the Underwriter of the Series 2014 Bonds. Failure to mail such notice to any particular owner of Series 2014 Bonds, or any defect in the notice mailed to any such owner of Series 2014 Bonds, will not affect the validity of the call for the redemption of any other Series 2014 Bonds. So long as DTC or its nominee is the Registered Owner of the Series 2014 Bonds, notice of the call for any redemption will be given to DTC, and not directly to Beneficial Owners. See the caption, "DESCRIPTION OF THE SERIES 2014 BOND -- Book-Entry-Only System."

Redemption Payments. The Trustee will apply funds deposited with the Trustee by the Bank in an amount sufficient to pay the Redemption Price of the Series 2014 Bonds, or portions thereof called, together with accrued interest thereon to the redemption date. 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 2014 Bonds that have been called.

**APPLICATION OF THE PROCEEDS
OF THE SERIES 2014 BONDS**

The proceeds of sale of the Series 2014 Bonds which is equal to \$30,000,000.00 will be applied as follows:

Sources of Funds

Series 2014 Bond Proceeds	\$30,000,000.00
Net Original Issue Premium	\$
Total Sources of Funds	\$

Uses of Funds

Deposit to General Fund, Purchase Account for Purchase of the City Bond	\$
Deposit to the General Fund, Costs of Issuance Account	
Original Purchaser's Discount	_____

Total Uses of Funds

\$

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 Bank is granted under the Bank Act 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 purchasing bonds, notes or evidences of indebtedness, such as the City Bond, from local governmental units, such as the City.

Organization and Membership of the Bank

The Bank is governed by a nine (9) member Board of Directors. The members of the Board of Directors are elected by the members of the Mississippi Business Finance Corporation (the "MBFC") at the time and place fixed by the MBFC's by-laws. Appointments are for terms of one year. The members of the Board of Directors are as follows:

Name	Occupation	Term
Mack Brewer	Retired Finance Manager McComb, Mississippi	7/1/11 -6/30/12
N. L. Carson	Owner, Carson Construction Carthage, Mississippi	7/1/11 -6/30/12
Richard Devoe	Certified Public Accountant Oxford, Mississippi	7/1/11 -6/30/12
William L. Freeman, Jr.	Adjutant General, State of MS Jackson, Mississippi	7/1/11 -6/30/12
Larry Benefield	Public School Administrator Gulfport, Mississippi	7/1/11 -6/30/12
Gary Harkins	Businessman Brandon, Mississippi	7/1/11 -6/30/12
Joel Horton	Banker Vicksburg, Mississippi	7/1/11 -6/30/12
Harold Lewis	Businessman Philadelphia, Mississippi	7/1/11 -6/30/12
William D. Sones	Bank President & CEO Brookhaven, Mississippi	7/1/11 -6/30/12

The operations of the Bank are administered by William T. Barry, Executive Director. Mr. Barry is a 1972 graduate of the University of Mississippi with a degree in Business.

Prior Bonds of Bank

The purpose of the Bank is to foster and promote, in accordance with the Bank Act, the borrowing of funds for public purposes by local governmental units. Under the Program, the Bank has previously issued bonds totaling in principal approximately \$6,778,067,402.00. Of such amount, approximately \$3,186,510,587.71 was outstanding as of April 1, 2014. For approximately \$821,665,000.00 in principal amount of bonds of the Bank outstanding, the State's Legislature may determine to appropriate funds to the extent of any deficiency in a reserve fund established for such outstanding Bank bonds.

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 faith, 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 faith and credit of the State or the Bank. The Bank has no taxing power.

Operation of the Bank

The purpose of the Bank is to address the financing needs of a broad array of local governmental units (as defined in the Bank Act) in accordance with the provisions of Bank Act. The Bank has determined to purchase the City Bond of the City from the proceeds received upon the issuance of the Series 2014 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 2014 Bonds to the Underwriter, the City will be obligated to sell its City Bond to the Bank in accordance with the requirements of the Act and subject to the City Bond Purchase Agreement for the City Bond.

The 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 an approving opinion of counsel to the City regarding the City Bond. 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.

REVENUES, FUNDS AND ACCOUNTS

Creation of Funds and Accounts

The Indenture establishes the following special Funds and Accounts to be held by the Trustee:

1. General Fund - comprised of the following:
 - (a) General Account
 - (b) Purchase Account
 - (c) Redemption Account
 - (d) Bond Issuance Expense Account

2. Rebate Fund

Deposit of Net Proceeds of the Series 2014 Bonds, Revenues and Other Receipts

The Trustee will deposit the net proceeds from the sale of the Series 2014 Bonds as follows:

- (a) To the Bond Issuance Expense Account of the General Fund, the amount of \$ to pay a portion of the costs of issuance of the Series 2014 Bonds and the City Bond; and
- (b) To the Purchase Account of the General Fund, the sum of \$4,990,000.00 to be used to purchase the City Bond.

The Trustee will deposit Revenues and other receipts (except the proceeds of the Series 2014 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) into the General Account of the General Fund based on the amount due under the City Bond Resolution for the City Bond, and will deposit any moneys received from the sale or redemption prior to maturity of City Bond in to the Redemption Account of the General Fund.

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 four (4) Business Days prior to any Interest Payment Date, to the Trustee such amounts as may be necessary to pay the principal and interest coming due on the Series 2014 Bonds on such Interest Payment Date.
- (b) As necessary and in accordance with the Indenture, such amounts as may be necessary to pay any Program Expenses of the Bank for the Series 2014 Bonds.
- (c) On or before 30 days after each anniversary of the issuance of the Series 2014 Bonds, the amounts to be transferred to the Rebate Fund.
- (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 City Bond Payments in the succeeding twelve (12) months and shall transfer all monies 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 2014 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.

Bond Issuance Expense Account. Upon receipt of invoices or requisitions acceptable to the Trustee, the Trustee will disburse the amounts held in the Bond Issuance Expense Account for the payment or reimbursement of the costs related to the authorization, sale, validation and issuance of the Series 2014 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 advisory fees and expenses, costs of credit ratings, fees and charges for execution, transportation and safekeeping of the Series 2014 Bonds, credit enhancements or liquidity facility fees, and other costs, charges and fees in connection with the foregoing. On the date which is thirty (30) days after the date of issuance of the Series 2014 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 with said moneys to be applied to the issuance of the Series 2014 Bonds as more fully described under the heading "Deposit of Net Proceeds of the Series 2014 Bonds, Revenues and Other Receipts".

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 and will disburse the funds in the Redemption Account to redeem Series 2014 Bonds of such maturity or maturities as directed by an Authorized Officer if such Series 2014 Bonds are then subject to redemption.

Rebate Fund

Upon the direction of the Bank and in accordance with the memorandum of compliance or similar document regarding the expenditures and investments of the proceeds of the Series 2014 Bonds provided by the Bank under the Indenture (the "Memorandum of Compliance"), the Trustee will deposit amounts for the benefit of the Bank from the General Account in the General Fund 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 Memorandum of Compliance.

Not more than 60 days after five years following the date of delivery of the Series 2014 Bonds, 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 ninety percent (90%) of the amount required to be paid to the United States of America as of such payment date. Not later than 30 days following the retirement of all of the Series 2014 Bonds, upon the written request of the Bank the Trustee will pay to the United States of America one hundred percent (100%) the amount to be paid to the United States of America. 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 2014 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 a new Memorandum of Compliance accompanied by an Opinion of Bond Counsel to the effect that compliance with such memorandum will not adversely affect the excludability from gross income for federal income tax purposes of the interest on the Series 2014 Bonds.

Amounts Remaining in Funds

Any amounts remaining in any Fund or Account after full payment of all of the Series 2014 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 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 of the Indenture, 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 2014 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 2014 Bonds may be commingled for the purpose of investment or deposit, and moneys in separate Funds. 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 2014 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 2014 Bonds.

The Bank (i) has certified in the Indenture to the owners of the Series 2014 Bonds from time to time outstanding that moneys on deposit in any Fund or Account in connection with the Series 2014 Bonds, whether or not such moneys were derived from the proceeds of the sale of the Bonds or from any other sources, are not intended to be used in a manner which will cause the interest on the Series 2014 Bonds to lose the excludability from gross income for federal income tax purposes and (ii) has covenanted in the Indenture with the owners of the Series 2014 Bonds from time to time outstanding that, so long as any of the Series 2014 Bonds remain outstanding, moneys on deposit in any Fund or Account established in connection with the Series 2014 Bonds, whether or not such moneys were derived from the proceeds of the sale of the Series 2014 Bonds or from any other source, will not be used in any manner which will cause the interest on the Series 2014 Bonds to become subject to federal income taxation.

THE SERIES 2014 BONDS AS LEGAL INVESTMENTS

The Series 2014 Bonds shall be legal investments in which all public officers and public bodies of this 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 whatsoever who are now or may hereafter be authorized to invest funds, including capital, in their control or belonging to them. The Series 2014 Bonds are also hereby made securities which 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 or, to the Bank's knowledge, threatened any litigation restraining or enjoining the issuance, sale, execution or delivery of the Series 2014 Bonds or prohibiting the Bank from purchasing the City Bond with the proceeds of such Series 2014 Bonds or in any way contesting or affecting the validity of the Series 2014 Bonds, any proceedings of the Bank taken with respect to the sale or issuance thereof or the pledge or application of any moneys or security provided for the payment of the Series 2014 Bonds. Neither the creation, organization nor existence of the Bank nor the title of any of the present Directors nor other officers of the Bank to their respective offices is being contested.

There is not now pending or, to the knowledge of the City described in APPENDIX A, threatened any litigation restraining or enjoining the sale, issuance, execution or delivery of the City Bond or prohibiting the City described in APPENDIX A 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 sale or issuance thereof or the pledge or application of any moneys or security provided for the payment of the City Bond.

TAX TREATMENT OF ORIGINAL ISSUES DISCOUNT

The Series 2014 Bonds maturing on _____ (the "Discount Bonds") are being offered and sold to the public at an original issue discount ("OID") from the amounts payable at maturity thereon. OID is the excess of the stated redemption price of a bond at maturity (the face amount) over the "issue price" of such bond. The issue price is the initial offering price to the public (other than to bond houses, brokers or similar persons acting in the capacity of underwriters or wholesalers) at which a substantial amount of bonds of the same maturity are sold pursuant to that initial offering. For federal income tax purposes, OID on a bond will accrue over the term of the bond, and for the Discount Bonds, the amount of accretion will be based on a single rate of interest, compounded semiannually (the "yield to maturity"). The amount of OID that accrues to an owner of a Discount Bond during any accrual period generally equals (i) the issue price of such Discount Bond plus the amount of OID accrued in all prior accrual periods, multiplied by (ii) the yield to maturity of such Discount Bond (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period), minus (iii) any interest payable on such Discount Bond during such accrual period. The amount of OID so accrued in a particular accrual period will be considered to be received ratably on each day of the accrual period, will be excludable from gross income for federal income tax purposes, and will increase the owner's tax basis in such Discount Bond.

Holders of Discount Bonds should consult their own tax advisors as to the treatment of OID and the tax consequences of the purchase of such Discount Bonds other than at the issue price during the initial public offering and as to the treatment of OID for state tax purposes.

TAX TREATMENT OF ORIGINAL ISSUE PREMIUM

The Series 2014 Bonds maturing on _____ (the "Premium Bonds") have an issue price that is greater than the amount payable at maturity of such Premium Bonds. A purchaser of a Premium Bond must amortize any premium over such Premium Bond's term using constant yield principles, based on the Premium Bond's yield to maturity. As premium is amortized, the purchaser's basis in such Premium Bond and the amount of tax-exempt interest received will be reduced by the amount of amortizable premium properly allocable to such purchaser. This will result in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes on sale or disposition of such Premium Bond prior to its maturity. Even though the purchaser's basis is reduced, no federal income tax deduction is allowed. Purchasers of any Premium Bond, whether at the time of initial issuance or subsequent thereto, should consult their tax advisors with respect to the determination and treatment of premium for federal income tax purposes, and with respect to state and local tax consequences of owning such Premium Bonds.

TAX MATTERS

In the opinion of Bond Counsel interest on the Series 2014 Bonds is excludable from gross income for federal income tax purposes, pursuant to Section 103 of the Code. The opinion of Jones Walker LLP, is based on certain certifications, covenants and representations of the Bank and the City (collectively, "Tax Covenants") and is conditioned on continuing compliance therewith.

The Code imposes certain requirements which must be met subsequent to the issuance of the Series 2014 Bonds as a condition to the excludability from gross income of interest on the Series 2014 Bonds for federal tax purposes. Non-compliance with such requirements may cause interest on the Series 2014 Bonds to be includable in gross income for federal income tax

purposes retroactive to its date of issue irrespective of the date on which such noncompliance occurs. Should the Series 2014 Bonds bear interest that is not excludable from gross income for federal income tax purposes, the market value of the Series 2014 Bonds would be materially and adversely affected. The Tax Covenants include covenants that (i) the Bank and the City will not take or fail to take any action with respect to the Series 2014 Bonds if such action or omission would result in the loss of the exclusion from gross income for federal income tax purposes of interest on the Series 2014 Bonds, under Section 103 of the Code, and neither the Bank nor the City will act in any other manner which would adversely affect such exclusion; (ii) the Bank and the City will not make any investment or do any other act or thing during the period that the Series 2014 Bonds are outstanding which would cause the Series 2014 Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code; and (iii) 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 2014 Bonds is not excludable from gross income for federal tax purposes or otherwise pursuant to any provision of the Code, which is not in effect on the date of issuance of the Series 2014 Bonds.

The interest on the Series 2014 Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes. However, interest on the Series 2014 Bonds is included in adjusted current earnings in calculating alternative minimum tax imposed on certain corporations.

Although Bond Counsel has rendered an opinion that interest on the Series 2014 Bonds is excludable from federal gross income and that the Series 2014 Bonds are exempt from State of Mississippi income tax, the accrual or receipt of interest on the Series 2014 Bonds may otherwise affect a bondholder's federal income tax or State of Mississippi 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 2014 Bonds. Bond Counsel expresses no opinion regarding any other such tax consequences. Prospective purchasers of the Series 2014 Bonds should consult their own tax advisors with regard to the other tax consequences of owning the Series 2014 Bonds.

In the opinion of Bond Counsel interest on the Series 2014 Bonds is exempt from income taxation in the State of Mississippi under existing laws, regulations, rulings and judicial decisions. This opinion relates only to the exemption of interest on the Series 2014 Bonds for State of Mississippi income tax purposes.

LEGAL MATTERS

Certain legal matters incident to the authorization and issuance of the Series 2014 Bonds by the Bank are subject to the approval of Bond Counsel whose approving opinion will be delivered concurrently with the delivery of Series 2014 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 2014 Bonds under the captions "LITIGATION", "TAX MATTERS", "LEGAL MATTERS", "CONTINUING DISCLOSURE", and in "APPENDIX D" 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, Hugh D. Keating, Gulfport, Mississippi.

Jones Walker LLP, Jackson, Mississippi, 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 2014 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 2014 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.

RATING

Standard & Poor's Credit Market Services, a division of The McGraw Hill Companies, Inc. ("S&P") has assigned a ratings of "A+" to the Series 2014 Bonds. An explanation of the significance of such rating may be obtained from S&P.

There is no assurance that present or future ratings will continue for any given period of time or that they will not be revised downward or withdrawn entirely by such rating agencies, if in the judgment of any or all of such rating agencies, circumstances so warrant. Any such downward revision or withdrawal of any or all of such ratings may have an adverse effect on the market price of the Series 2014 Bonds.

A securities rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time..

CONTINUING DISCLOSURE

On November 10, 1994, the Securities and Exchange Commission (the "Commission") amended Rule 15c2-12 which was originally adopted by the Commission in 1989 under the Securities Exchange Act of 1934 and set forth certain disclosure requirements relating to a primary offering of municipal securities. The amendments to Rule 15c2-12, which are effective

beginning July 3, 1995, add to the existing disclosure obligations relating to municipal securities by requiring that, prior to purchasing or selling municipal securities, brokers, dealers and municipal securities dealers must reasonably determine that the issuer of such municipal securities, together with any other "obligated persons," within the meaning of Rule 15c2-12, have entered into an undertaking for the benefit of bondholders to make certain information available to bondholders on a continuing basis. The Bank and the City are "obligated persons" with respect to the Series 2014 Bonds within the meaning of Rule 15c2-12.

The City and the Bank will enter into a written undertaking with the Trustee for the benefit of Bondholders to deliver, or cause to be delivered, to (a) (i) the Municipal Securities Rulemaking Board (the "MSRB") through MSRB's Electronic Municipal Market Assess system at www.emma.msrb.org ("EMMA") in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") (the "Required Electronic Format") pursuant to Rule 15c2-12, as amended from time to time (the "Rule") of the SEC, and (ii) in the future, any successor repository or repositories prescribed by the SEC for the purpose of serving as repository under the Rule (together (i) and (ii) are the "National Repository") 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 "State Repository" and together with the National Repository, the "Repositories"), the information described herein, together with any identifying information or other information then required to accompany the applicable filing (the "Accompanying Information"). This information will be made available free to securities brokers and others 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>.

In the Bank's Undertaking, the Bank has agreed to deliver to the Repositories notices of certain events relating to the Series 2014 Bonds and the Bank. In the City's undertakings, the City has agreed to cause the delivery to the Repositories (i) annual financial information relating to the City and (ii) notices of certain events relating to the City undertakings.

For a summary of the City's and the Bank's undertakings, see "APPENDIX F - FORM OF CONTINUING DISCLOSURE AGREEMENT" attached hereto.

There have been some instances in the previous five years in which the City has failed to comply with previous written undertakings of the City. **[INSERT DISCUSSION]** The City's intention is to file the information required under the continuing disclosure undertaking for the Bonds in a complete and timely manner and to hire an independent agent to monitor compliance within sixty (60) days of closing and throughout the term of the Series 2014 Bonds.

FINANCIAL ADVISOR

The Bank has retained Government Consultants, Inc., Jackson, Mississippi, as Financial Advisor in connection with the sale and issuance of the Series 2014 Bonds. In such capacity the Financial Advisor has provided recommendations and other financial guidance to the Bank with respect to the preparation of documents, the preparation for the sale of the Series 2014 Bonds and of the time of the sale, tax-exempt bond market conditions and other factors related to the sale of said Series 2014 Bonds. Although the Financial Advisor performed an active role in the drafting

of this Official Statement, it has not independently verified any of the information set forth herein.

VALIDATION

Prior to issuance, the Series 2014 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. Prior to issuance, the City Bond will be validated before the Chancery Court of the First Judicial District of Harrison 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, the Indenture and the City Bond 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 its provisions. 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, the City Bond and the supplemental materials furnished to the Bank by the City may be obtained upon written request to the Bank.

Neither any advertisement of the Series 2014 Bonds nor this Official Statement is to be construed as constituting an agreement with the purchasers of the Series 2014 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 2014 Bonds.

MISSISSIPPI DEVELOPMENT BANK

By: _____
William T. Barry, Executive Director

APPENDIX A

ECONOMIC AND DEMOGRAPHIC INFORMATION

General Description

The City, the county seat of the First Judicial District of Harrison County, Mississippi (the "County"), is located on the Gulf of Mexico in the south central section of the County, in the southernmost portion of the State of Mississippi (the "State"). The City is located 157 miles southeast of Jackson, the capital of the State, 73 miles east of New Orleans, Louisiana, and 73 miles west of Mobile, Alabama. It is bordered by the City of Long Beach to the west, the City of Biloxi and the Biloxi River to the east, the Gulf of Mexico to the south, and an unincorporated area of Harrison Count to the north.

The City, when founded in 1897 and incorporated in 1898, covered approximately one and one-half miles The City limits were extended in 1904, 1908, 1965, 1983 and 1991. The City was awarded an additional 33 square mile area on December 26, 1993, by the Harrison Count Chancery Court, bringing the size of the City to approximately 62.37 square miles The addition of this area increased the City's population of 47,755 to a population in excess of 70,000, making Gulfport the second largest city in Mississippi.

With its central location in a tri-county area bordered by the Gulf of Mexico, the City has developed into a trade, professional, financial, industrial and shipping hub of the metropolitan statistical area. Contained within the City are the Gulfport-Biloxi International Airport, the only state owned deepwater seaport in Mississippi, the Naval Construction Battalion Center and an Air National Guard facility which serves the entire United States.

Blessed with the natural beauty of the region, rich in natural resources, abundant in history and tradition, the City was chosen by the Institute of Urban Research as possessing the "highest quality of life" in the State of Mississippi for cities over 25,000 population.

Gaming

The 1990 Session of the Mississippi State Legislature authorized certain counties in the State, including Harrison 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. As of April 1, 2012, 11 casinos (eight (8) in Biloxi, one (1) in Gulfport and two (2) in Hancock County) were in operation and, at the end of 2011, employed over 10,000 individuals. Margaritaville Casino in Biloxi opened the first new casino since Hurricane Katrina in May 2012 and will initially employ over 1,000 individuals. The Mississippi Gulf Coast currently has over 5,300,000 square feet of space devoted to casino facilities with 593,335 square feet dedicated to gaming operations.

The County and the City expects that gaming will continue to have a significant favorable impact on the local economy of Harrison County and the cities located therein, particularly the

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Cities of Biloxi and Gulfport. The assessed valuation of real and personal property has increased significantly since 1992. The casinos are among the top employers and taxpayers in Biloxi, Gulfport and the County. As of January 1, 2012, over 5,621 casino-affiliated hotel rooms were opened on the Mississippi Gulf Coast, and gross gaming revenues in 2011 exceeded \$1 billion on the Mississippi Gulf Coast.

According to the Mississippi Gaming Commission there are over 10,000 employees working in the gaming industry on the Mississippi Gulf Coast. More than two-thirds of the casino patrons come from outside of Mississippi. Mississippi Coast casinos generated \$98.3 million in gaming revenues in February 2012, a 5.1% increase over the previous month. The state-wide gaming industry has contributed more than \$4.7 billion in tax revenue to the state since 1993 and recorded 9 million visitors in the last quarter of 2011.

SOURCE: Mississippi Gaming Commission, <http://www.mgc.state.ms.us>, July, 2014.

Tourism

The Mississippi Gulf Coast (the "Gulf Coast") has been cited in the year 2000 the "Top 100 Places to Do Business" in Forbes magazine and "Best Places to Live" in Money Magazine. Tourism and recreation accounted for a 28% increase in employment from 1992 to 2001. The introduction of high-rise hotel towers with large convention facilities, the increasing number of theaters with live entertainment, restaurants, and golf courses, permanently changes the character of the Gulf Coast tourism industry. With over 19,000 jobs, the Leisure & Hospitality employment sector is the Mississippi Gulf Coast's largest non-government source of jobs. The Mississippi Gulf Coast's tourism industry impacts over 36,000 jobs, including direct, indirect and induced jobs. Food and beverage sales continue to grow with over \$712 million in revenue for fiscal year ending June 30, 2011. The Mississippi Gulf Coast Coliseum and Convention Center in Biloxi opened its new 400,000 sq. ft. Convention Center in 2010 and consistently hosts large conventions. The Mississippi Gulf Coast offers 22 golf courses and hosted the PGA Champions Tour, *Mississippi Gulf Resort Classic*, for the third consecutive year this spring. The Frank Gehry-designed Ohr-O'Keefe Museum in Biloxi opened phase one of the museum in 2010 and expects to open the completed campus later this year. The museum projects an annual economic impact of \$18-20 million.

SOURCE: Mississippi Department of Revenue, <http://www.dor.ms.gov>, July, 2014; Mississippi Coast Coliseum and Convention Center, <http://www.mscoastcoliseum.com/>, July, 2014; Ohr-O'Keefe Museum of Art, <https://www.georgeohr.org/>, July, 2014.

Population

The population of the City has been recorded as follows:

1980	1990	2000	2010
39,676	40,775	71,127	67,793

SOURCE: Census Data at website: www.census.gov

Government

The City operates under a Mayor-City Council form of government. The City Council consists of seven members, each elected by respective voting precincts or wards. The Mayor, who is elected at-large, and members of the City Council are elected for concurrent four year terms. The current Mayor and City Council members whose terms expire July 2017, are as follows:

Name	Occupation	Position Held Since
	Mayor	July 2013

SOURCE: Office of City Clerk, August, 2014.

Transportation

Interstate Highway 10 runs east and west within the City's corporate limits and intersects with U.S. Highway 49, which runs North and South. Highway 49 intersects with U.S. Highway 90 at the Gulfport Harbor. U.S. Highway 90, Mississippi's most heavily traveled highway, parallels the Gulf of Mexico to the south from the St. Louis Bay to the Bay of Biloxi. Additionally, the City is served by numerous state, county, and local roads providing excellent circulation and access to coastal and rural areas.

The Kansas City Southern Railroad provides north/south rail service, while the CSX Railroad serves east/west bound traffic. The State Port at Gulfport accesses the Illinois Central and Canadian National lines through a 15-year joint marketing agreement between these two rail lines and KCS.

The Gulfport-Biloxi International Airport (the "Airport"), located approximately three miles from the City's central business district, occupies approximately 1,200 acres within the City. With two runways, one having a length of 9,000 feet and one having a length of 5,000 feet, the Airport has the capability of serving all the largest commercial aircraft currently in use. Scheduled carriers providing passenger flights daily connecting to Atlanta, Georgia; Charlotte, North Carolina; St. Petersburg/Clearwater, Florida; and Houston and Dallas, Texas are American Eagle/American Airlines, United Airlines, Delta, US Airways, and Vision Airline. The Airport is also handles international trade activity, serving as a U.S. Customs port of entry and a foreign trade zone. It completed a 40,000 sq. ft. air cargo facility that includes 20,000 square feet of chiller space, 20,000 square feet of cargo sorting and distribution space, and 6,000 square feet of office

space. The number of aircraft enplanements and deplanements in 2011 was 782,023. The Airport recently completed an expansion which added two new gates, a larger lobby and ticket area, improved roads to and from the terminal, larger baggage claim and security areas and space for two new airlines. A new covered, multi-level 800-space parking garage recently opened.

The Port of Gulfport (the "Port") is located 12 miles from Ship Island and the open waters of the Gulf of Mexico. It is a deep water seaport strategically positioned on the Gulf of Mexico, just 16 miles from shipping lanes and five nautical miles from the intracoastal waterway. Because of its location, ships can be in international waters within one hour of sailing from the harbor at Gulfport. The Port has direct access to Highway 49 and is only 10 minutes from Interstate Highway 10. Trucks can easily distribute products to 75% of the U.S. market within 24 hours. The intermodal movement of cargo at the Port is accommodated on port in the form of vessel-to-vessel, vessel-to-rail, and/or vessel—to-truck transfer. At least 45 truck lines service the Port of Gulfport on a daily basis.

Currently, the Port is undergoing a \$621 million restoration project, funded by a United States Department of Housing and Urban Development Community Development Block Grant and administered by the Mississippi Development Authority. The new and expanded Port at Gulfport is expected to quadruple container capacity by 2017 and create more than 1,300 new direct jobs and attract new container traffic anticipated from the Panama Canal expansion in 2015. The Port of Gulfport reported an increase in cargo volume of 3.6% in 2011, or 216,000 TEU's (twenty foot equivalent units). More than 2.2 million tons of cargo moved through Gulfport in 2011, representing a year over year increase of 3.2%. The Port is capable of handling bulk, break-bulk and containerized cargo. With 6,000 feet of berthing space, it is the third busiest container port on the U.S. Gulf of Mexico and the second largest importer of green fruit in the U.S.

The Port's channel is approximately 250 feet wide and is maintained to a depth of 36 feet. The Port's North Harbor is maintained to a depth of 32 feet, while the South Harbor and Turning Basin, which is approximately 1,320 feet wide, are maintained to a depth of 36 feet. The Port consists of 10 multiple berths ranging from 525 — 750 feet. The Port was acquired from the City of Gulfport by the State of Mississippi in 1961. It serves as a U.S. Customs port of entry, providing excellent bases for international trade. It is a deep water terminal on the Gulf Intercoastal Waterway which serves barge as well as steamship traffic. In 2005 the Port set an annual tonnage record at over 2.5 million tons of cargo.

Harrison County Industrial Seaway is approximately five miles in length extending from Big Lake to the western terminus of the channel, including turning basins in Gulfport Lake and at the western terminus. The dimensions of the channel vary from 12 feet deep by 150 feet wide from the Back Bay channel to the turning basin in Gulfport Lake and then 12 feet deep by 100 feet wide to the western terminus. The Harrison County Industrial Seaway serves the 1,700-acre Bernard Bayou/Intraplex 10/Port Intraplex industrial park. Completed in 1965, it provides shipping access ability to the Gulf of Mexico from Highway 49 through the Biloxi Bay.

Greyhound Trailways Bus Lines, located in the central business district, provides interstate bus service to the area. Coast Transit Authority provides five bus routes to serve intracity transportation needs with additional services to senior citizens and handicapped persons.

SOURCE: Mississippi State Port Authority, <http://www.shipmspa.com/>, July, 2014; Gulfport-Biloxi International Airport, <http://www.flygpt.com/>, July, 2014; Coast Transit Authority, <http://coasttransit.com/>, July, 2014; Harrison County Development Commission, <http://mscoast.org/>, July, 2014; Greyhound Bus Line, <http://www.greyhound.com/>, July, 2014.

Per Capita Income

Year	Harrison County	Mississippi	United States	County as % of U.S.

SOURCE: Bureau of Economic Analysis: Regional Economic Accounts at website: www.bea.gov

Retail Sales

State Fiscal Year Ended June 30	Amount

SOURCE: Annual Reports for years indicated, Mississippi Department of Revenue's website: www.dor.ms.gov

⁴ Per capita personal income was computed using Census Bureau midyear population estimates. Estimates for 2005-2009 reflect county population estimates available as of April, 2011.

Major Employers

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

SOURCE: Harrison County Development Commission; www.mscoast.org; Gulfport School District, July, 2014

Employment Statistics (Harrison County, MS)

SOURCE: Mississippi Department of Employment Security: Annual Averages: Labor Force and Establishment Based Employment at website: www.mdes.ms.gov;

Educational Facilities

The Gulfport Public School District (the "District") serves the entire City. The District currently operates seven (7) elementary schools, two (2) middle schools, one (1) high school and one (1) career and technical school and employs approximately 822 people. Enrollment figures for the District for the 2011-2012 scholastic year and the four preceding years are as follows:

Scholastic Year	Enrollment
2013-2014	
2012-2013	
2011-2012	5,7005
2010-2011	5,708
2009-2010	5,688

SOURCE: Mississippi Assessment and Accountability Reporting System of the Mississippi Department of Education's website: <http://orsap.mde.k12.ms.us/MAARS>

TAX INFORMATION

Assessed Valuation

(Assessed Valuation data are expressed in the thousands of Dollars).

Fiscal Year	Real Property	Personal Property	Utilities	Automobiles	Total
2013					
2012					
2011	\$459,746	\$80,905	\$125,478	\$73,952	\$740,081
2010	\$438,057	\$86,117	\$122,200	\$83,028	\$729,402
2009	\$433,240	\$87,524	\$111,864	\$86,752	\$719,380

SOURCE: Schedule 6, City of Gulfport Comprehensive Annual Financial Report, FY Ended September 30, 2013.

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;

⁵ Estimate from Gulfport School District as of July, 2014.

(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 Harrison 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 Department of Revenue.

Section 21-33-9, Mississippi Code of 1972, as amended, provides that the governing authorities of a municipality which is located within a county having completed a county-wide reappraisal approved by the Department of Revenue and which has been furnished a true copy of that part of the County assessment roll containing the property located within a municipality as provided in Section 27-35-167, Mississippi Code of 1972, as amended, shall adopt such assessment rolls for its assessment purposes. The City is utilizing the assessment rolls of the County.

The City may not correct or revise such assessment rolls except for the purpose of conforming the municipal assessment roll to corrections or revisions made to the County assessment roll. All objections to the municipal assessment roll may be heard by the Board of Supervisors of the County at the time and in the manner that objections to the County assessment roll are heard. The Board of Supervisors shall notify, in writing, the Governing Body and the Tax Assessor of the City of any corrections or revisions made by it to the part of the County assessment roll adopted as the municipal assessment roll.

Tax Levy Per \$1,000 Valuation

Tax Levy Per \$1,000 Valuation					
	2013	2012	2011	2010	2009
City Operating			27	25.7	25.8
City Debt			7	8.3	8.2
City Total			34	34	34
School Operating			53	50.3	50.3
School Debt			7.9	7.6	7.6
School Total			60.9	57.9	57.9
Combined Total			94.9	91.9	91.9

SOURCE: Schedule 6, City of Gulfport Comprehensive Annual Financial Report, FY Ended September 30, 2013.

Ad Valorem Tax Collections'

(amount expressed in thousands of Dollars):

Fiscal Year	Amount Levied	Amount Collected to Date	Percentage of Levy Collected
2013			
2012			
2011	\$45,642	\$42,853	93.89%
2010	\$45,051	\$43,350	96.22%
2009	\$42,882	\$41,345	96.42%

SOURCE: Schedule 8, City of Gulfport Comprehensive Annual Financial Report, FY Ended September 30, 2013

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. The Series 2012 Bonds are not general obligation bonds. See Security and Sources of Payment for Series 2012 Bonds herein. If any taxpayer neglects or refuses to pay his taxes on the due date thereof, the unpaid taxes bear

⁶ Tax levy figures are given in mills. Ad valorem on real property are collected in arrears for each calendar year. The tax is levied in September of the tax year on all property on the tax roll as of January 1 of the same year. Consequently, ad valorem tax is collected in the fiscal year ending in

the calendar year subsequent to the calendar year for which the tax is assessed.

⁷ See Schedule 5, in City of Gulfport Comprehensive Annual Financial Report, FY Ended September 30, 2013.

Ad valorem tax collections include amount of ad valorem taxes budgeted and collected for the City and the Gulfport Public School District 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.

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

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 Department of Revenue was enjoined from accepting and approving assessment rolls from any county in the State for the tax year 1983 unless the Department of Revenue equalized the assessment rolls of all of the counties. Due to the intervening passage of the Reappraisal Act, the Supreme Court reversed that part of the lower court's decree ordering the assessment of property at true value (although it must still be appraised at true value), holding instead that assessed value may be expressed as a percentage of true value. Pursuant to the Supreme Court modification of the Chancellor's decree, on November 5, 1980, the Department of Revenue filed a master plan to assist counties in determining true value. On

February 7, 1983, the Chancery Court granted an extension until July 1, 1984, of its previous deadline past which the Department of Revenue could not accept and approve tax rolls from counties which had not yet reappraised.

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 by the City 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 Department of Revenue. Beginning with the 1984 supplemental ad valorem tax roll and for each roll thereafter, no taxing unit shall be reimbursed an amount in excess of one hundred six percent (106%) of the total net reimbursement made to such taxing unit in the next preceding year.

Homestead Exemption Reimbursement from the State	
Fiscal Year Ending	Amount Received
2013	
2012	
2011	\$779,777
2010	749,058
2009	782,425

SOURCE: Office of City Comptroller.

Sales Tax Rebates from the State

The State of Mississippi rebates 18.5% of the total State sales tax of 7% for all sales originating within the City. Sales tax rebates from the State to the City are as follows:

Sales Tax Rebates from the State	
2013	
2012	
2011	\$18,943,938
2010	\$19,198,055
2009	\$20,577,858

SOURCE: Mississippi Department of Revenue, Annual Reports for State Fiscal Years Ending June 30, 2009 — 2013.

Ten Largest Taxpayers

The top ten largest taxpayers in the City for FY 2013 are as follows (amount expressed in thousands of Dollars):

Tax Payer	Assessed Valuation	Taxes Collected
Mississippi Power Company		
Gulfside Casino Partnership		
Bell South		
CrossRoads Center		
_____ Bank		
HCA Realty		
Harrison-Gulfport, LLC		
E.I. Dupont		
Avondale Enterprises, Inc.		
Gulfport Factory Shops		

SOURCE: Office of City Comptroller; Schedule 7, City of Gulfport Comprehensive Annual Financial Report, FY Ended September 30, 2013

⁸ Tax monies subject to the Tax Intercept Agreement.

DEBT INFORMATION

Legal Debt Limit Statement

(as of July 1, 2014)

	15% Limit	20% Limit
Authorized Debt Limit (Last Completed Assessment for		
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 benefitted, or for the purpose of paying a municipality's proportion of any betterment program, a portion of which is primarily chargeable to the property benefitted. 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 July 1, 2014

Issue	Date of Issue	Outstanding Principal
GO Public Improvement	7/1/1998	
GO Refunding Issue	12/1/2002	
GO Public Improvement	4/1/2003	
GO Refunding Issue	8/5/2004	
GO Water & Sewer Refunding ⁹	12/30/2004	
GO Water & Sewer ¹⁰	3/1/2005	
GO Public Improvement	11/1/2007	
TOTAL		

SOURCE: Office of City Comptroller, July, 2014.

Outstanding Revenue Bonded Debt

(as of Fiscal Year Ending 9/30/13)

Issue	Date of Issue	Outstanding Principal
Combined Water & Sewer System Refunding	4/7/2005	
Combined Water & Sewer System	6/1/2009	
TOTAL		

SOURCE: Note 8, City of Gulfport Comprehensive Annual Financial Report, FY Ended September 30, 2013.

Revenue bonds are payable as to principal and interest solely out of and secured by a pledge of the revenue to be derived from the facilities financed with the proceeds of such bonds and any other sum which may be received from or in connection with such facilities. Such bonds and the interest thereon are limited obligations of the City and shall never constitute nor give rise to any pecuniary liability of the City or a charge against its general credit or taxing powers.

⁹ Subject to only 20% debt limit.¹⁰ Subject to only 20% debt limit.

Other Outstanding Long Term Debt

(as of Fiscal Year Ending 9/30/13)

Issue	Date of	Outstanding
Governmental Activity		
State of Mississippi CAP Revolving Fund	8/4/1997	
State of Mississippi CAP Revolving Fund	8/4/1997	
Special Community Disaster Loan	various	
_____ Bank, Mississippi Development Bank Promissory Note \$10,000,000	12/1/2000	
_____ Bank, Lease Purchase Agreement, \$3,000,000	12/20/2006	
Bancorp South Line of Credit Note \$10,000,000	6/30/2011	
Governmental Activity Total		
Water and Sewer/Enterprise Fund		
State Revolving Loans	various	
Community Disaster Loan	various	
MS Development Bank	various	
Water and Sewer/Enterprise Fund Total		

SOURCE: Note 8, City of Gulfport Comprehensive Annual Financial Report, FY Ended September 30, 2013

General Obligation Debt Service Requirement

General Obligation Bonds			
FY Ending September 30	Existing Debt		
	Principal	Interest	Total
2014	\$1,690,000	\$621,958	\$2,311,958
2015	\$1,765,000	\$545,978	\$2,310,978
2016	\$1,845,000	\$466,080	\$2,311,080
2017	\$1,185,000	\$394,010	\$1,579,010
2018	\$1,240,000	\$341,203	\$1,581,203
2019	\$805,000	\$302,152	\$1,107,152
2020	\$835,000	\$253,298	\$1,088,298
2021	\$875,000	\$219,658	\$1,094,658
2022			
2023			

SOURCE: Office of City Comptroller; Note 8, City of Gulfport Comprehensive Annual Financial Report,
FY Ended September 30, 2013

General Obligation Bonded Debt Payment

Issue	Fiscal Year Ended September 3011				
	2013	2012	2011	2010	2009
General Obligation Public Improvement Bonds 1998 (\$6,000,000)			\$480,550.00	\$479,500.00	\$472,550.00
General Obligation Airport Improvement Bonds 2000 (\$1,000,000)				136,760.00	133,000.00
General Obligation Refunding Bonds 2002 (1993)			1,196,375.00	1,183,000.00	1,171,900.00
General Obligation Public Improvement 2003 (\$5,000,000)			356,402.50	358,840.00	356,015.00
General Obligation Refunding 2004 (1996) i\$6,160,000)			723,732.50	718,070.00	720,345.00
General Obligation Bonds 2007 (\$10,000,000)			722,195.00	724,817.50	726,645.00

SOURCE: Office of City Comptroller

ⁱⁱ Amounts shown are total principal and interest payment made for each issue in each fiscal year. Does not include GO Water and Sewer Refunding, issue date 12/30/2004; or GO Water & Sewer, issue date 3/1/2005.

Debt Ratios (amount expressed in thousands of Dollars):

Fiscal Year	Assessed Value	Net General Obligation	Net General Obligation
2013			
2012			
2011	\$740,081	\$17,091	2.31%
2010	\$729,402	\$19,800	2.71%
2009	\$719,380	\$20,203	2.81%

SOURCE: Schedule 10, City of Gulfport Comprehensive Annual Financial Report, FY Ended September 30, 2013

Overlapping General Obligation Indebtedness (amount expressed in thousands of Dollars): (as of September 30, 2013)

Jurisdiction	Net General Obligation Bonded Debt Outstanding	Amount Applicable to Government	Percentage Applicable to Government
Harrison County			
Gulfport School			
Total Overlapping			

SOURCE: Schedule 11, City of Gulfport Comprehensive Annual Financial Report, FY Ended September 30, 2013

¹² Net General Obligation Bonded Debt calculated by Gross General Obligation Bonded Debt less applicable Debt Service Funds (See Schedule 10 of City of Gulfport Comprehensive Annual Financial Report, FY Ended September 30, 2013).

¹³ Includes \$1,540,000 bonds reported on City's debt schedule and paid by the School District.

INDENTURE OF TRUST

by and between

MISSISSIPPI DEVELOPMENT BANK

and

**_____ BANK,
as Trustee**

DATED AS OF AUGUST 1, 2014

RELATING TO THE ISSUANCE OF

**\$ _____
MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS, SERIES 2014
(CITY OF GULFPORT, MISSISSIPPI IMPROVEMENTS
PROJECT)**

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EXHIBIT A – FORM OF CITY BOND		

INDENTURE OF TRUST

This **INDENTURE OF TRUST** (this "Indenture") is dated as of August 1, 2014, 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 Mississippi Code of 1972, Sections 31-25-1 *et seq.* (as from time to time amended, the "Bank Act") and _____ Bank, a banking corporation organized and existing under the laws of the State of Mississippi, as Trustee (the "Trustee").

WITNESSETH:

WHEREAS, the Bank is authorized and empowered by the provisions of the Act (as hereinafter defined) to issue Bonds (as defined herein) 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 has been in all respects duly and validly authorized by a resolution duly passed and approved by the Board of Directors of the Bank.

NOW, THEREFORE, THIS INDENTURE OF TRUST WITNESSETH:

GRANTING CLAUSES

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

GRANTING CLAUSE FIRST

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

GRANTING CLAUSE SECOND

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

GRANTING CLAUSE THIRD

All funds, accounts and monies hereinafter pledged to the Trustee as security by the Bank to the extent of that pledge, including any Tax Monies received by the Trustee under Section 5.10 hereof.

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

IN TRUST NEVERTHELESS, upon the terms and 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, premium, if any, and interest on the Bonds due or to become due thereon, at the times and in the manner prescribed in the Bonds, or there shall otherwise be paid or made provision for payment to the Trustee of all sums of money due or to become due according to the provisions hereof which payments shall otherwise comply with Article IX hereof, then this Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Indenture to be and remain in full force and effect.

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

ARTICLE I. DEFINITIONS AND RULES OF INTERPRETATION

SECTION 1.01. Definitions.

The following words and phrases shall have the following meanings unless the context otherwise requires:

Accounts

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

Act

"Act" means together the Bank Act and the City 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 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. Jones Walker LLP, Jackson, Mississippi, is serving as Bond Counsel in connection with the sale and issuance of the Bonds.

Bond Issuance Expense Account

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

Bond Register

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

Bondholder

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

Bonds

"Bonds" means the \$_____ Mississippi Development Bank Special Obligation Bonds, Series 2014 (City of Gulfport, Mississippi) issued pursuant to Section 2.01 of this Indenture.

Business Day

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

City

"City" means the City of Gulfport, Mississippi, a "local governmental unit" under the Bank Act.

City Act

"City Act" means the provisions of Section 21-33-301 through 21-33-329, Mississippi Code of 1972, as amended or supplemented from time to time.

City Bond

"City Bond" means the \$_____ General Obligation Bond, Series 2014, 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 Interest Payment

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

City Bond Payment

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

City Bond Principal Payment

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

City Bond Purchase Agreement

"City Bond Purchase Agreement" means that certain City Bond Purchase Agreement, dated August __, 2014, by and between the City and the Bank in connection with the sale and issuance of the City Bond.

City Bond Resolution

"City Bond Resolution" means that certain City Bond Resolution adopted by the City Council of the City on July 22, 2014, in connection with the issuance of the City Bond.

City Project

"City Project" means erecting municipal buildings, auditoriums and community centers, gymnasiums and athletic stadiums, preparing and equipping athletic fields, and purchasing buildings and land therefor, and for repairing, improving, adorning and equipping the same and for erecting, equipping and furnishing of buildings to be used as a municipal or civic art center; erecting and purchasing waterworks and other public utility plants and distribution systems or franchises, and repairing, improving and extending the same; establishing sanitary, storm, drainage and sewerage systems, and repairing, improving and extending the same; protecting the municipality, its streets and sidewalks from overflow, caving banks and other like dangers; constructing, improving and paving streets, sidewalks, parkways, walkways and public parking facilities and purchasing land therefor; purchasing land for parks and public playgrounds, and improving, equipping and adorning the same, including without limitation the constructing, repairing and equipping of swimming pools and other recreational facilities; constructing bridges and culverts; constructing, repairing and improving jails in the corporate limits, or within three (3) miles of the corporate limits, and purchasing land therefore; altering or changing the channels of streams and water courses to control, deflect or guide the current thereof; purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; purchasing or renting voting machines and any other election equipment needed in elections held in the municipality; purchasing machinery and heavy equipment which will have an expected useful life in excess of ten (10) years for the use of the public works department, but specifically not including any motor vehicles weighing less than twelve thousand (12,000) pounds.

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 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 Bonds, credit enhancements or liquidity facility fees, and other costs, charges and fees in connection with the foregoing.

Counsel

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

Default

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

DTC

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

DTC Participants

"DTC Participants" shall have the meaning ascribed thereto in Section 2.06 herein.

Event of Default

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

Fiscal Year

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

Funds

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

General Account

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

General Fund

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

Governmental Obligations

"Governmental Obligations" means to the extent permitted by State law (a) direct obligations of the United States of America; (b) obligations guaranteed as to principal and interest by the United States of America or any federal agency whose obligations are backed by the full faith and credit of the United States of America, including but not limited to: Department of Housing and Urban Development, Export-Import Bank, Farmers Home Administration (or successor thereto), Federal Financing Bank, Federal Housing Administration, Maritime

Administration, Small Business Administration, which obligations include but are not limited to certificates or receipts representing direct ownership of future interest or principal payments on obligations described in clause (a) or in this clause (b) and which are held by a custodian in safekeeping on behalf of the holders of such receipts; and (c) obligations of any state of the United States of America or any political subdivision thereof, the full payment of principal of, premium, if any, and interest on which (i) is fully and unconditionally guaranteed or insured by the United States of America, or (ii) is provided for by an irrevocable deposit of the securities described in clause (i) to the extent such investments are permitted by law.

Indenture

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

Interest Payment Date

"Interest Payment Date" means each April 1 and October 1, commencing April 1, 2015.

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.

Moody's

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

Notice Address

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

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

Trustee: _____ Bank

Telephone:
Facsimile:

[Underwriter:]

Opinion of Bond Counsel

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

Opinion of Counsel

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

Outstanding

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

- (a) Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity;
- (b) Bonds deemed paid under Article IX hereof; and

(c) Bonds in lieu of which other Bonds have been authenticated under Section 3.05, 3.06 or 3.10 hereof.

Paying Agent

"Paying Agent" means _____ Bank, a national banking association organized and existing under the laws of the United States of America, or any successor thereto, acting as the Paying Agent under the City Bond Resolution.

Principal Office

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

Principal Payment Date

"Principal Payment Date" means the maturity date or the mandatory sinking fund Redemption Date of any Bond.

Program

"Program" means the program for purchasing the City Bond by the Bank pursuant to the Act.

Program Expenses

"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 6.09 hereof, all to the extent properly allocable to the Program and approved in writing by the Bank.

Project

"Project" means providing funds to provide financing for (a) the City Project, and (b) paying costs of issuance for the City Bond and the Bonds.

Purchase Account

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

Rebate Fund

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

Record Date

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

Redemption Account

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

Redemption Date

"Redemption Date" means, with respect to any Bond to be redeemed, the date on which it is to be redeemed pursuant to this Indenture.

Redemption Price

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

Registered Owner

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

Related Documents

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

Revenues

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

S&P

"S&P" means Standard & Poor's Credit Market Services, a division of The McGraw Hill Companies, Inc., a New York corporation, its successors and assigns, and, if dissolved or liquidated or if it no longer performs the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City (with the approval of the Bank), with written notice to the Trustee.

State

"State" means the State of Mississippi.

Supplemental Indenture

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

Tax Intercept Agreement

"Tax Intercept Agreement" means the Tax Intercept Agreement, dated as of August 1, 2014, by and between the City and the Bank, and accepted by the Trustee, as further described in Section 5.10 hereof.

Tax Monies

"Tax Monies" shall have the meaning given to it in Section 5.10 hereof.

Trust Estate

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

Trustee

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

Underwriter

"Underwriter" means _____, _____, _____.

SECTION 1.02. Rules of Interpretation.

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

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

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

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

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

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

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

(g) For purposes of this Indenture and the Indenture, a petition in bankruptcy shall be deemed dismissed only if either (a) the petition is dismissed by order of a court of competent jurisdiction and no further appeal rights exist from such order or (b) the City notifies the Indenture Trustee that such a dismissal has occurred.

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

ARTICLE II. AUTHORIZATION AND ISSUANCE OF BONDS

SECTION 2.01. Authorization and Issuance of Bonds.

(a) In accordance with the Act, the "Mississippi Development Bank Special Obligation Bonds, Series 2014 (City of Gulfport, Mississippi)," are hereby authorized to be issued. The aggregate principal amount of Bonds that may be issued, authenticated and Outstanding hereunder is Thirty Million (\$30,000,000).

(b) There is hereby created by this Indenture, in the manner and to the extent provided herein, a continuing pledge and lien to secure the full and final payment of the principal or Redemption Price of and interest on all of the Bonds issued pursuant to this Indenture. The Bonds shall be payable solely from the Revenues. The State shall not be liable on the Bonds and the Bonds shall not be a debt, liability, pledge of the faith or loan of the credit or moral obligation of the State. The Bonds shall contain on the face thereof a statement to the effect that the Bank is obligated to pay the principal of the 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 Bonds. In the Bank Act, the State has pledged to 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. All Bonds shall mature on or before _____ 1, 20____.

SECTION 2.02. Purpose and Disposition of Bonds.

The purpose for issuing the Bonds is (a) to fund the Purchase Account, in order to provide funds for the purchase of the City Bond (which amounts are to provide financing for the City Project), and (b) to fund the Bond Issuance Expense Account of the General Fund to pay Costs of Issuance. Upon the delivery of the Bonds and receipt of the net proceeds therefor, the Bank shall deliver to the Trustee proceeds of the Bonds in the amount of \$_____ (\$_____ par amount of the Bonds, plus a net original issue premium of \$_____, less the Underwriter's

discount of \$_____). The proceeds of the Bonds shall be deposited as follows: (1) into the Bond Issuance Expense Account of the General Fund, the sum of \$_____ to pay Costs of Issuance, and (b) into the Purchase Account of the General Fund, \$_____ of the net proceeds to be immediately distributed to the City as provided in the City Bond Purchase Agreement.

SECTION 2.03. General Description of the Bonds.

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

Each Bond shall carry an original date of _____, 2014, and shall carry the date on which it is authenticated. If a Bond is authenticated on or prior to _____, 2014, it shall bear interest from _____, 2014. Each Bond authenticated after _____, 2014, shall bear interest from the most recent Interest Payment Date to which interest has been paid as of the date of authentication of such Bond unless such Bond is authenticated after a Record Date and on or before the next succeeding Interest Payment Date, in which event the Bond will bear interest from such next succeeding Interest Payment Date.

Interest on the Bonds shall be payable on _____ and _____ of each year, commencing _____, 2015, until the Bonds are paid. Interest will be calculated using a three hundred sixty (360) day year based on twelve (12) thirty (30) day months.

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

<u>YEAR</u>	<u>PRINCIPAL AMOUNT</u>	<u>INTEREST RATE</u>
--------------------	--------------------------------	---------------------------------

SECTION 2.04. Provisions for Issuance of Bonds.

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

(a) A copy, duly certified by an Authorized Officer, of the resolution or resolutions adopted by the Board of Directors of the Bank authorizing the execution and delivery of this Indenture and all other instruments contemplated thereby and the authorization, issuance, sale and delivery of the Bonds;

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

(c) Original executed counterparts of this Indenture;

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

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

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

(g) Such further documents, moneys and securities as are required by the provisions of this Section 2.04 or Article VII.

SECTION 2.05. 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 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 2014
(CITY OF GULFPORT, MISSISSIPPI)**

No. R-__

\$_____

Registered Owner: CEDE & CO.

Principal Amount:

Mississippi Development Bank, a body corporate and politic, exercising essential public functions (the "Bank"), and organized under the laws of the State of Mississippi (the "State"), for value received, hereby promises to pay to the Registered Owner specified above, or registered assigns, upon surrender hereof, the principal amount stated above in lawful money of the United States of America but solely from the sources referred to herein and not otherwise, on the Maturity Date specified above, unless this 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 Bond (unless this Bond is authenticated on or before _____, 2014, then from _____, 2014, or unless this Bond is authenticated after _____, 2014, 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 _____ and _____, commencing _____, 2015, until payment of such principal amount shall have been made upon redemption or at maturity. The principal of this Bond is payable at the corporate trust office of _____ Bank in _____, Mississippi (the "Principal Office"), or at a corporate trust office of any successor trustee appointed under the Indenture hereinafter mentioned; and payments of interest hereon will be made to the Registered Owner hereof (whose name appears on the registration records kept by the Trustee at the close of business on the fifteenth (15th) day of the month prior to such Interest Payment Date) by check mailed on the Interest Payment Date by the Trustee to such Registered Owner at its address as it appears on the registration records of the Bank kept by the Trustee or at such other address as is furnished to the Trustee in writing by such Registered Owner or at the written election of the Registered Owner of \$1,000,000 or more in aggregate principal amount of Bonds delivered to the Trustee at least one Business Day prior to the Record Date (as defined in the within defined Indenture) for which such election will be effective by wire transfer to the Registered Owner or by deposit into the account of the Registered Owner if such account is maintained by the Trustee.

This Bond and the other Bonds, and the interest payable hereon and thereon, are payable by the Bank solely from the Revenues (as defined herein) and other funds of the Bank pledged therefor under the Indenture, which Revenues and funds include the payments on the City Bond

(as defined herein) purchased by the Bank. The Bank has no taxing power. This Bond and the other Bonds, as to principal, premium, if any, and interest, constitutes neither a debt, liability or loan of the credit of the State or any political subdivision thereof under the constitution or statutes of the State nor a pledge of the faith and credit, the taxing power or moral obligation of the State or any political subdivision thereof; provided, however, that the City Bond is a general obligation of the City. The issuance of the Bonds under the provisions of the Act (as defined herein) does not, directly, indirectly or contingently, obligate the State or any political subdivision thereof to levy any form of taxation for the payment thereof or to make any appropriation for their payment and such Bonds do not now and shall never constitute a debt of the State or any political subdivision thereof within the meaning of the constitution or the statutes of the State and do not now and shall never constitute a charge against the credit of the State or any political subdivision thereof or a charge against the taxing power of the State or any political subdivision thereof. Neither the State nor any agent, attorney, member or employee of the State or of the Bank shall in any event be liable for the payment of the principal of, premium, if any, or interest on the Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Bank. No breach by the Bank of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State or any agent, employee, attorney or member of the State or of the Bank, or any charge upon their general credit or upon the taxing power of the State. In the Act, the State has pledged and agreed with the holders of the Bonds that the State will not limit or alter the rights hereby vested in the Bank to fulfill the terms of any agreements made with the said Bondholders or in any way impair the rights and remedies of such holders until such Bonds, together with the interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of such holders of Bonds, are fully met and discharged.

This Bond is one of an authorized issue of bonds of the Bank known as Mississippi Development Bank Special Obligation Bonds, Series 2014 (City of Gulfport, Mississippi) (the "Bonds") issued under and secured by an Indenture of Trust, dated as of August 1, 2014 ("Indenture"), duly executed and delivered by the Bank to _____ Bank, as Trustee ("Trustee"). The Bonds are limited in aggregate principal amount to Thirty Million Dollars (\$30,000,000). The Bonds are issued pursuant to Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended, and Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended (together, the "Act"), to provide funds to purchase the City Bond and to pay the costs of issuing the Bonds and the City Bond. The City is the City of Gulfport, Mississippi, and the City Bond is the City of Gulfport, Improvements Bond, Series 2014, issued in the aggregate principal amount of \$30,000,000 (the "City Bond"). The City Bond is a general obligation of the City secured and described in that certain Bond Resolution, adopted by the City Council of the City on July 22, 2014 (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 purposes set forth in the Resolution of Intent adopted by the Governing Body on May 20, 2014, including, more particularly, financing improvements to water and sewer system, streets, drainage and leisure services and paying the costs of issuance for the Bonds and the City Bond.

The City Bond Resolution, a certified copy of which is on file in the Principal Office of the Trustee, provides that the City is unconditionally obligated to make payments secured by the full faith, credit and taxing power of the City in an aggregate amount sufficient, with any other

funds available therefor, for the payment in full of the principal of, premium, if any, and interest on all Bonds issued and outstanding under the Indenture, to the date of payment thereof, and certain costs, expenses and charges of the Bank and the Trustee.

In the City Bond Resolution, the City covenants to levy a special tax annually, 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. 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 of the City Bond, as to principal of, premium, if any, and interest.

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

THE BONDS ARE LIMITED AND SPECIAL OBLIGATIONS OF THE BANK AND DO NOT CONSTITUTE OR CREATE AN OBLIGATION, GENERAL OR SPECIAL, DEBT, LIABILITY OR MORAL OBLIGATION OF THE STATE OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISIONS WHATSOEVER AND NEITHER THE FAITH OR CREDIT NOR THE TAXING POWER OF THE STATE, THE BANK OR OF ANY OTHER POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR THE INTEREST ON THE BONDS; PROVIDED, HOWEVER, THAT THE CITY BOND CONSTITUTES A PLEDGE OF THE FULL FAITH, CREDIT AND TAXING POWER OF THE CITY. THE BONDS ARE NOT A GENERAL OBLIGATION OF THE BANK BUT ARE A LIMITED AND SPECIAL REVENUE OBLIGATION OF THE BANK PAYABLE SOLELY FROM THE TRUST ESTATE, INCLUDING, WITHOUT LIMITATION, THE

AVAILS OF THE FULL FAITH, CREDIT AND TAXING POWER OF THE CITY DERIVED OR TO BE DERIVED FROM PAYMENTS MADE BY THE CITY IN RESPECT OF THE CITY BOND PURSUANT TO THE CITY BOND RESOLUTION AND FROM ANY MONEYS RECEIVED BY THE TRUSTEE UNDER THE INDENTURE. THE BANK HAS NO TAXING POWER.

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

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

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

If the City of Gulfport, Mississippi directs the Bank to redeem Bonds pursuant to the City Resolution, the Bank has agreed under the Indenture to accept redemption and redeem Bonds in accordance with the Indenture.

The Bonds which mature after _____, 20__ are subject to optional redemption on any date on or after _____, 20__, in whole or in part upon payment of the redemption price equal to 100% of the principal amount of Bonds to be redeemed, plus accrued interest to the Redemption Date.

In the event any of the Bonds are called for redemption as aforesaid, notice thereof identifying the Bonds to be redeemed will be given by mailing a copy of the redemption notice by registered or certified mail not less than 30 days nor more than 60 days prior to the date fixed for redemption to the Registered Owner of the Bonds to be redeemed at the address shown on the registration records kept by the Trustee. Failure to give such notice by mailing, or any defect therein with respect to any 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 protected by the Indenture and shall not be deemed to be Outstanding under the provisions of the Indenture, provided funds for their redemption are on deposit at the place of payment prior to the Redemption Date. All of the funds necessary to redeem the Bonds so called for redemption must be on deposit in the Redemption Account prior to the Trustee giving notice of said redemption under the Indenture.

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

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

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

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

(SEAL)

MISSISSIPPI DEVELOPMENT BANK

By _____
Executive Director

ATTEST:

By _____
Secretary

CERTIFICATE OF AUTHENTICATION

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

_____ **BANK, as Trustee**

By _____
Authorized Signatory

Date of Authentication: _____, 2014

VALIDATION CERTIFICATE

STATE OF MISSISSIPPI

COUNTY OF HINDS

The undersigned Secretary of the Mississippi Development Bank does hereby certify that the within Bond has been validated and confirmed by Decree of the Chancery Court of the First Judicial District of Hinds County, Mississippi, rendered on the ____ day of July, 2014.

(SEAL)

Secretary

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

Dated: _____

Signature Guaranteed:

NOTICE: The signature to this assignment must correspond with the name as it appears

NOTE: Signature(s) must be guaranteed by a member of a nationally recognized

upon the face of the within Bond in every particular, without alteration or any change whatever.

Medallion Signature Guaranty Program acceptable to the Trustee.

By _____
Authorized Officer

[END OF BOND FORM]

SECTION 2.06. Book-Entry Only System.

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

With respect to Bonds registered in the Bond Register in the name of Cede & Co., as nominee of DTC, the 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 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 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 Bonds, including any notice of redemption, 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 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 Bond is registered in the Bond Register as the absolute owner of such Bond for the purpose of payment of principal, premium, if any, and interest with respect to such Bond, for the purpose of giving notices and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Trustee and each paying agent, if any, shall pay all principal of, premium, if any, and interest on the 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 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 Bond certificate evidencing the obligation of the Bank to make payments of principal, premium, if any, and interest pursuant to this Indenture. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks or drafts being mailed to the Registered Owner at the close of business on the Record Date, the words "Cede & Co." in this Indenture shall refer to such new nominees of

DTC; and upon receipt of such a notice the Trustee shall promptly deliver a copy of the same to each paying agent, if any.

SECTION 2.07. 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 Bonds that they be able to obtain certificated 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 Bond certificates to such successor securities depository or (b) notify DTC and DTC Participants of the availability through DTC of Bond certificates and transfer one or more separate Bond certificates to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Bondholders transferring or exchanging Bonds shall designate, in accordance with the provisions of this Indenture.

SECTION 2.08. Payments and Notices to Cede & Co.

Notwithstanding any other provision of this Indenture to the contrary, so long as any of the 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 Bonds and all notices with respect to such Bonds shall be made and given, respectively, in the manner provided in DTC's Blanket Letter of Representations. The Trustee shall request in each notice sent to Cede & Co. pursuant to the terms of this Indenture that Cede & Co. forward or cause to be forwarded such notice to the DTC Participants.

**ARTICLE III.
GENERAL TERMS AND PROVISIONS OF BONDS**

SECTION 3.01. Medium, Form and Place of Payment.

The Bonds shall be payable, with respect to interest, principal and Redemption Price, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be payable by check mailed on the Interest Payment Date to the Registered Owners as of the Record Date. The Bank may provide for the payment of interest on Bonds to holders of \$1,000,000 or more by wire transfer or by such other method as is acceptable to the Trustee and the Bondholder. Principal shall be payable at the Principal Office of the Trustee upon presentation of the Bonds to be paid.

SECTION 3.02. Legends.

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

SECTION 3.03. Execution.

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

SECTION 3.04. Authentication.

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

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

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

If any Bond is mutilated, lost, stolen or destroyed, the Bank shall execute and the Trustee shall authenticate a new Bond or Bonds of the same maturity and denomination, as that mutilated, lost, stolen or destroyed; provided that in the case of any mutilated Bond, it shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with security and/or indemnity satisfactory to it. In the event any such Bond shall have matured, or been called for redemption, instead of issuing and authenticating a duplicate Bond, the Trustee may pay the same without surrender thereof, provided, however, that in the case of a lost, stolen or destroyed Bond, there shall be first furnished to the Trustee

evidence of such loss, theft or destruction satisfactory to the Trustee together with security and/or indemnity satisfactory to it. The Trustee may charge the owner of such Bond its reasonable fees and expenses in connection with replacing any Bonds mutilated, lost, stolen or destroyed. Any Bond issued pursuant to this Section 3.05 shall be deemed part of the original series of the Bonds in respect of which it was issued and a contractual obligation of the Bank replacing the obligation evidenced by such mutilated, lost, stolen or destroyed Bond.

SECTION 3.06. Registration, Transfer and Exchange of Bonds; Persons Treated as Owners.

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

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

The Trustee shall not be required (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, premium, if any, and interest thereon, shall be made only to or upon the order of the Registered Owner thereof or his legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

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

SECTION 3.07. Destruction of Bonds.

Whenever any Outstanding Bond shall be delivered to the Trustee for cancellation pursuant to this Indenture or upon payment of the principal, premium, if any, or interest

represented thereby or for replacement pursuant to Section 3.05 hereof, such Bond shall be canceled and destroyed by the Trustee and a counterpart of a certificate of destruction evidencing such destruction shall be furnished by the Trustee to the Bank.

SECTION 3.08. Nonpresentment of Bonds.

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

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

SECTION 3.09. Other Obligations Payable from Revenues.

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

SECTION 3.10. Temporary Bonds.

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

If the Bank shall authorize the issuance of temporary Bonds in more than one denomination, the owner of any temporary Bond or Bonds may, at his option, surrender the same to the Trustee in exchange for another temporary Bond or Bonds of like aggregate principal amount and maturity of any other authorized denomination or denominations, and thereupon the

Bank shall execute and the Trustee, in exchange for the temporary Bond or Bonds so surrendered and upon payment of the taxes and charges provided for in Section 3.06, shall authenticate and deliver a temporary Bond or Bonds of like aggregate principal amount and maturity in such other authorized denomination or denominations as shall be requested by such owner. All temporary Bonds surrendered in exchange either for another temporary Bond or Bonds or for a definitive Bond or Bonds shall be forthwith canceled by the Trustee.

SECTION 3.11. Limitations on Obligations of Bank.

The Bonds, together with interest thereon, shall be limited obligations of the Bank but payable solely from Revenues and shall be a valid claim of the respective owners thereof only against the Funds and Accounts, other than the Rebate Fund and any Accounts created thereunder, established hereunder and the 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, 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 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. 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.

SECTION 3.12. Immunity of Officers and Directors.

No recourse shall be had for the payment of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained against any past, present

or future officer, member, director, agent or employee of the Bank or any officer, member, director, trustee, agent or employee of any successor entities thereto, as such, either directly or through the Bank or any successor entities, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, directors, trustees, agents, or employees as such, is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and issuance of such Bonds.

ARTICLE IV. REDEMPTION

SECTION 4.01. Privilege of Redemption and Redemption Prices and Terms for the Bonds. If the City directs the Bank to redeem the Bonds pursuant to the City Bond Resolution, the Bank agrees to accept redemption and redeem the Bonds as set forth in this Section 4.01. The Bonds which mature after _____1, 20__ are subject to optional redemption on any date on or after _____ 1, 20__, in whole or in part upon payment of the Redemption Price equal to 100 percent of the principal amount of bonds to be redeemed, plus accrued interest to the Redemption Date.

SECTION 4.02. Method of Bank's Election or Direction to Redeem Bonds.

In the case of any redemption of Bonds, the Bank shall give written notice to the Trustee of its election or direction so to redeem, of the Redemption Date, of the principal amounts of the Bonds of each maturity to be redeemed (which maturities and principal amounts thereof to be redeemed shall be determined by the Bank in its sole discretion, subject to any limitations with respect thereto contained in the Bank Act or this Indenture) and of the moneys to be applied to the payment of the Redemption Price. Such notice shall be given at least thirty (30) days but not more than sixty (60) days prior to the Redemption Date. Prior to the Trustee giving the notice of redemption as provided in Section 4.05, the Trustee, if it holds the moneys to be applied to the payment of the Redemption Price, or otherwise the Bank shall pay to the Trustee an amount in cash which, in addition to other moneys, if any, available therefor held by such Trustee, will be sufficient to redeem, on the Redemption Date at the Redemption Price thereof, together with interest accrued to the Redemption Date, all of the Bonds to be redeemed. If all of the funds necessary to redeem the Bonds so called for redemption are not on deposit in the Redemption Account, the Trustee shall not give the notice of redemption provided for in Section 4.05 hereof.

SECTION 4.03. Selection of Bonds to be Redeemed.

If less than all of the Bonds are to be redeemed, the Bonds shall be redeemed only in whole multiples of \$5,000. For purposes of redemption, each \$5,000 of principal shall be considered as a Bond. If less than all of the Bonds shall be called for redemption, the principal amount and maturity of the particular Bonds to be redeemed shall be selected by the Bank and the Trustee shall select the particular Bonds to be redeemed by lot within a maturity in such manner as the Trustee may determine. If redemption at a Redemption Price exceeding 100% of the principal amount redeemed is to take place as of any mandatory sinking fund Redemption Date, the Bonds to be so redeemed by such mandatory sinking fund redemption shall be selected

by lot prior to the selection of the Bonds to be redeemed on the same date by operation of the optional redemption provisions set forth herein.

SECTION 4.04. Redemption Payments. Prior to the Trustee giving any notice pursuant to Section 4.05 of the optional redemption of Bonds under Section 4.01(a), funds shall be deposited with the Trustee in an amount sufficient to pay the Redemption Price of the Bonds or portions thereof called, together with accrued interest thereon to the Redemption Date. The Trustee is hereby authorized and directed to apply such funds to the payment of such Bonds. If proper notice of redemption by mailing has been given as provided in Section 4.05 and sufficient funds for redemption shall be on deposit with the Trustee as aforesaid, interest on the Bonds or portions thereof thus called shall no longer accrue after the date fixed for redemption. No payment shall be made by the Trustee upon any Bond or portion thereof called for redemption until such Bond or portion thereof shall have been delivered for payment or cancellation or the Trustee shall have received the items required by Section 3.05 hereof with respect to any mutilated, lost, stolen or destroyed Bond.

SECTION 4.05. Notice of Redemption. Notice of the call for any redemption, identifying the Bonds to be redeemed, shall be given by the Trustee by mailing a copy of the redemption notice by registered or certified mail at least 30 days but not more than 60 days prior to the date fixed for redemption to the Registered Owner of each 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 Bonds.

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

GENERAL COVENANTS

SECTION 5.01. Payment of Debt Service.

The Bank covenants and agrees that it will promptly pay the principal of, premium, if any, 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, premium, if any, and interest are payable by the Bank solely from Revenues and any other funds or assets constituting the Trust Estate herein pledged to the Trustee as security by the Bank to the extent of that pledge.

SECTION 5.02. Performance of Covenants; Bank.

The Bank covenants and agrees that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, if 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 possession of the owners thereof are and will be valid and enforceable limited obligations of the Bank according to the terms thereof and hereof.

SECTION 5.03. Instruments of Further Assurance.

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

SECTION 5.04. Covenants Concerning Program.

(a) In order to provide for the payment of the principal, 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 City Bond Payments and deposits required by the terms of the City Bond for the purposes for which they were made.

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

SECTION 5.05. Possession and Inspection of City Bond.

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

SECTION 5.06. Accounts and Reports.

The Bank covenants and agrees to keep proper records and accounts (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Program, the City Bond and the Funds and Accounts 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 (20th) day of the month following the end of each six-month period, commencing with the period ending ____ 1, 2015, 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.

SECTION 5.07. 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.

SECTION 5.08. Monitoring Investments.

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

SECTION 5.09. Covenants Concerning Preservation of Tax Exemption.

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

SECTION 5.10. Agreement Withholding City Monies to Satisfy Delinquent Payments.

As provided for in the Act, the City and the Bank have entered into and the Trustee has accepted the Tax Intercept Agreement whereby the City has covenanted, agreed and authorized the Mississippi Department of Revenue or any other State agency, department or commission to (a) withhold all or any part of any monies which the City is entitled to receive from time to time pursuant to any law and which is in possession of the Mississippi Department of Revenue or any other State agency, department or commission (the "Tax Monies") subject to the prior lien on the Tax Monies which may be withheld by the Mississippi Department of Revenue or any other state agency, department or commission pursuant to that certain (i) Tax Intercept Agreement, dated as of _____, 20__, by and between the City and the Bank concerning the Mississippi Development Bank Special Obligation Bonds, Series ____ (City of Gulfport, Mississippi), dated as of _____, 20__, in the original principal amount of \$_____, (ii) Tax Intercept Agreement, _____ and (b) pay same over to the Trustee on behalf of the Bank to satisfy any delinquent payment (the "Delinquent Payment") under Section 16 of the City Bond Resolution. If on the first day of _____ and _____ of each year, beginning _____, 2015, there are insufficient funds to make the payments under Section 16 of the City Bond Resolution, the Bank has authorized and directed the Trustee under the Tax Intercept Agreement to file the Tax Intercept Agreement and a statement of deficiency setting forth the amount of any Delinquent Payment with the Mississippi Department of Revenue or any other State agency, department or commission, thereby directing the Mississippi Department of Revenue or any other State agency, department or commission to pay any Tax Monies directly to the Trustee on behalf of the Bank to satisfy any Delinquent Payment, all as permitted under the Act. In any event, if the City fails to make timely payments on the City Bond as provided in Section 16 of the City Bond Resolution, the Trustee is hereby further directed to file the Tax Intercept Agreement with the Mississippi Department of Revenue and take further action to recover Tax Monies under the Tax Intercept Agreement. The Trustee is hereby directed to pay any Tax Monies into the General Account of the General Fund to be applied in accordance with Section 6.05 hereof.

**ARTICLE VI.
REVENUES AND FUNDS**

SECTION 6.01. Source of Payment of Bonds.

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

SECTION 6.02. Creation of Funds.

There are hereby created by the Bank and ordered established the General Fund and the Rebate Fund to be held by the Trustee. There is hereby created and established in the General Fund a "General Account," "Bond Issuance Expense 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.

SECTION 6.03. Deposit of Net Proceeds of Bonds.

The Trustee shall deposit the proceeds from the sale of the Bonds in the manner provided in Section 2.02 hereof.

SECTION 6.04. Deposit of Revenues and Other Receipts.

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

SECTION 6.05. Operation of General Account.

The Trustee shall deposit in the General Account of the General Fund all amounts required to be deposited therein pursuant to the provisions of this Article VI.

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

(a) On or before three (3) Business Days next preceding 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 shall be necessary to pay the principal and interest coming due on the Bonds on such Interest Payment Date;

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

(c) On or before thirty (30) days after each anniversary of the issuance of the Bonds, the amounts, if any, to be transferred to the Rebate Fund;

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

SECTION 6.06. Operation of the Redemption Account. The Trustee shall deposit in the Redemption Account all 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 and Article VI hereof, shall invest such funds pursuant to Article VIII hereof and shall disburse the funds held in the Redemption Account to redeem 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 Bonds so redeemed to the date of redemption from the General Account and the Redemption Price from the Redemption Account.

SECTION 6.07. Operation of the Purchase Account.

The Trustee shall deposit in the Purchase Account all moneys required to be deposited therein pursuant to the provisions of Section 2.02 and Article VI hereof, shall invest such funds pursuant to Article VIII hereof, and shall disburse the funds held in the Purchase Account to purchase the City Bond in accordance with the procedures established by the Bank as set forth in Article VII hereof upon the submission of 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 Series 2014 Fund established under the City Bond Resolution, which funds will be used by the City to finance the City Project. Any amount remaining in the Purchase Account after purchase of the City Bonds shall be transferred to the Redemption Account of the General Fund and used for the redemption of Bonds as permitted in Section 6.06.

SECTION 6.08. Operation of Bond Issuance Expense Account.

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

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

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

SECTION 6.09. Operation of the Rebate Fund.

(a) The Trustee is authorized to establish and maintain, so long as any 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 Bonds and investments hereunder available to the Bank and shall make deposits and disbursements from the Rebate Fund in accordance with the memorandum of compliance received from the Bank pursuant to Section 8.02 hereof, shall invest the Rebate Fund as directed by the Bank and shall deposit income from such investments immediately upon receipt thereof in the Rebate Fund. Anything in this Indenture to the contrary notwithstanding, the provisions of this Section may be superseded or amended by an amended memorandum of compliance and accompanied by an Opinion of Bond Counsel addressed to the Trustee to the effect that the provisions of the amended memorandum of compliance will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the 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, the Trustee shall, upon receipt of direction from the Bank, accept such payment for the benefit of the Bank and make transfers of moneys from the General Account to the Rebate Fund to comply with such direction. If amounts in excess of that required to be rebated to the United States of America accumulate in the Rebate Fund, the Trustee shall, upon direction from the Bank, transfer such amount to the General Account of the General Fund. Records of the determinations required by this Section and the memorandum of compliance and the investment instructions must be retained by the Trustee until six (6) years after the Bonds are no longer Outstanding.

(c) Not later than sixty (60) days following _____, 20__ the Trustee shall, upon written request of the Bank pay to the United States of America one hundred percent (100%) of the amount required to be on deposit in the Rebate Fund as of such payment date provided that direction from the Bank for transfer of such amount to the Rebate Fund has been previously received by the Trustee pursuant to the provisions of Section 6.09(b), and further provided that funds were available in the General Account of the General Fund to fund one hundred percent (100%) of the amount required to be on deposit in the Rebate Fund as of such payment date. 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 Bonds, if any, and a statement of the Bank summarizing the determination of the amount to be paid to the United States of America.

SECTION 6.10. Moneys to be Held in Trust.

All moneys required to be deposited with or paid to the Trustee for the account of any Fund or Account established under any provision of this Indenture shall be held by the Trustee in trust and applied in accordance with the provisions of this Indenture, except for moneys held pursuant to the Rebate Fund and any Accounts created thereunder and except for moneys deposited with or paid to the Trustee for the redemption of Bonds, notice of the redemption of which has been duly given, and shall, while held by the Trustee, constitute part of the Trust Estate and be subject to the security interest created hereby and shall not be subject to any lien or attachment by any creditor of the Bank. and shall, while held by the Trustee, constitute part of the Trust Estate and be subject to the security interest created hereby and shall not be subject to any lien or attachment by any creditor of the Bank.

SECTION 6.11. Amounts Remaining in Funds or Accounts.

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

SECTION 6.12. Certain Verifications.

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

ARTICLE VII. PURCHASE OF CITY BOND

SECTION 7.01. Terms and Conditions of Purchase.

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

SECTION 7.02. 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 Authorized Officer attached to the requisition and certifying that the City, pursuant to the City Bond Purchase Agreement, has sold or will sell the City Bond to the Bank and is obligated to make City Bond Payments and to pay all fees and charges required to be paid to the Bank under the City Bond Resolution, and that, to the knowledge of such officer, the City is not in default under the payment terms or other material terms or provisions of any other obligations of the City;

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

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

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

(f) an opinion of counsel for the City in form satisfactory to the Bank stating that such City is a "local governmental unit" within the meaning of the Act;

(g) an executed Tax Intercept Agreement;

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

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

Upon receipt of the documents enumerated above, the Trustee shall pay such amount directly to the entity entitled thereto as named in such requisition.

SECTION 7.03. Retention and Inspection of Documents.

The City Bond and all documents received by the Trustee as required in this Article as a condition of payment may be relied upon by and shall be retained in the possession of the Trustee, subject at all times during normal business hours to the inspection of the Bank and, after written request received by the Trustee at least five (5) Business Days prior to the date of inspection, by any Beneficial Owner of at least five percent (5%) in principal amount of Outstanding Bonds.

SECTION 7.04. Report.

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 VIII. INVESTMENT OF MONEYS

SECTION 8.01. General Provisions.

(a) Any moneys held as part of any Fund or Account created under or pursuant to Article VI hereof and the Rebate Fund shall be invested or reinvested by the Trustee as continuously as reasonably possible in such Investment Securities as may be directed in writing by the Bank. All such investments shall at all times be a part of the Fund or Account in which the moneys used to acquire such investments had been deposited and, except as provided in Article VI, all income and profits on such investments, other than from moneys on deposit in the Rebate Fund or any Account created thereunder, shall be deposited as received in the General Account. The Trustee may make any and all such investments through its bond department or

through the bond department of any financial institution that is an affiliate of the Trustee and may trade with itself or any of its affiliates in doing so. Moneys in separate Funds and Accounts may not be commingled for the purpose of investment or deposit. Any investment losses shall be charged to the Fund or Account in which moneys used to purchase such investment had been deposited. For so long as the Trustee is in compliance with the provisions of this Section 8.01, the Trustee shall not be liable for any investment losses. Moneys in any Fund or Account shall be invested in Investment Securities with a maturity date that shall coincide as nearly as practicable with times at which moneys in such Funds or Accounts will be required for the purposes thereof. The Trustee shall sell and reduce to cash a sufficient amount of such investments in the respective Fund or Account whenever the cash balance therein is insufficient to pay the amounts contemplated to be paid therefrom at the time those amounts are to be paid. All investment income from the assets held in any Fund or Account, except for the Rebate Fund and any Accounts created thereunder, will be added to the General Account.

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

SECTION 8.02. Arbitrage Restrictions; Bonds to Remain Tax Exempt.

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

(b) Without limiting subsection (b) of Section 8.01 hereof, the Bank further covenants and agrees that it will not take any action or fail to take any action with respect to the investment of the proceeds of the 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 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 Bonds as arbitrage bonds within the meaning of such term as used in Section 148 of the Code. The Bank further agrees that it will not act in any other manner that would adversely affect the exclusion from gross income tax for federal income tax purposes of the interest on the Bonds.

ARTICLE IX. DISCHARGE OF INDENTURE

SECTION 9.01. Discharge of Indenture.

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

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

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

(i) 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);

(ii) to call for redemption pursuant to this Indenture any Bonds to be redeemed prior to maturity pursuant to subparagraph (i) hereof; and

(iii) to mail, as soon as practicable, in the manner prescribed by Article IV hereof for notice of the redemption of Bonds, a notice to the owners of such Bonds that the deposit required by (ii) 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, of said Bonds as specified in subparagraph (i) of this paragraph.

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 of the General Fund, as and when and collected for use and application, as are other moneys deposited in the General Account of the General Fund.

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

Notwithstanding any provision of any other Article of this Indenture which may be contrary to the provisions of this Article, all moneys or Governmental Obligations set aside and held in trust pursuant to the provisions of this Article for the payment of Bonds (including interest thereon but excluding any amounts set aside for rebate to the United States of America) shall be applied to and used solely for the payment of the particular Bonds (including premium, if any, and 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 X. DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDHOLDERS

SECTION 10.01. Defaults; Events of Default.

If any of the following events occurs, it is hereby defined as and declared to be and to constitute an "Event of Default":

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

(b) Default in the due and punctual payment of the principal 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 sixty (60) days; or

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

(j) There is a default under the City Bond and the City Bond Resolution.

SECTION 10.02. Remedies; Rights of Bondholders.

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

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

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

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

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

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

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

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

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

SECTION 10.03. Rights of Bondholders to Direct Proceedings.

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

SECTION 10.04. Appointment of Receivers.

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

SECTION 10.05. Application of Moneys.

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

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

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

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

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

respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege.

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

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

SECTION 10.06. Remedies Vested in the Trustee.

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

SECTION 10.07. Rights and Remedies of Bondholders.

No owner of any Bond shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless (a) a Default has occurred, (b) such Default shall have become an Event of Default and the Beneficial Owners of not less than twenty-five percent (25%) in aggregate principal amount of Bonds then Outstanding shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the remedies hereinbefore granted or to institute such action, suit or proceeding in its own name, (c) such Beneficial Owners of Bonds have offered to the Trustee indemnity as provided in Section 11.01(k) hereof, and (d) the Trustee has refused or for sixty (60) days after receipt of such request and offer of indemnification has failed to exercise the remedies hereinbefore granted or to institute such action, suit or proceeding in its own name, and such request and offer of indemnity are hereby declared in every case at the option of Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more owners of the Bonds shall have any right in any manner whatsoever to affect, disturb or

prejudice the lien of this Indenture by its, his, her or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal and ratable benefit of the owners of all Bonds then Outstanding. However, nothing contained in this Indenture shall affect or impair the right of any Bondholder to enforce the payment of the principal of, premium, if any, and interest on any Bond at and after the maturity thereof, or the limited obligation of the Bank to pay the principal of, premium, if any, and interest on each of the Bonds issued hereunder to the respective owners thereof at the time and place, from the source and in the manner expressed in the Bonds.

SECTION 10.08. Termination of Proceedings.

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

SECTION 10.09. Waivers of Events of Default.

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

SECTION 10.10. Notice of Defaults under Section 10.01(d) or (e); Opportunity of the Bank to Cure Such Defaults.

Anything herein to the contrary notwithstanding, no Default under Section 10.01(d) or (e) hereof shall constitute an Event of Default until actual notice of such Default by registered or certified mail shall be given to the Bank by the Trustee or the Beneficial Owners of not less than

twenty-five percent (25%) in aggregate principal amount of all Bonds then Outstanding and the Bank shall have had sixty (60) days after receipt of such notice to correct the Default or cause the Default to be corrected, and shall not have corrected the Default or caused the Default to be corrected within the applicable period; provided, however, if the Default be such that it is correctable but cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted by the Bank within the applicable period and diligently pursued until the Default is corrected. If a Default is cured under this Section 10.10, then it will not constitute an Event of Default.

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

ARTICLE XI. TRUSTEE

SECTION 11.01. Acceptance of the Trusts.

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

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

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

(c) The Trustee shall not be responsible for any recital herein or in the Bonds, other than the Certificate of Authentication required by Section 3.04 hereof, or for the validity of the execution by the Bank of this Indenture or of any supplements hereto or instruments of further

assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby.

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

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

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

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

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

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

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

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

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

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

SECTION 11.02. Fees, Charges and Expenses of the Trustee.

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

SECTION 11.03. Intervention by the Trustee.

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

SECTION 11.04. Successor Trustee.

Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party ("Reorganization"), ipso facto shall be and become successor Trustee hereunder, if legally qualified to serve as such, and vested with all of the title to the Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding; provided that within thirty (30) days of the

effective date of such Reorganization, the Bank may object to such corporation or association becoming successor Trustee by filing written notice of such objection with the Trustee and by mailing such notice to each Bondholder whereupon a successor or temporary Trustee shall be appointed in accordance with Section 11.07 hereof.

SECTION 11.05. Resignation by the Trustee.

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

SECTION 11.06. Removal of the Trustee.

The Trustee may be removed at any time with or without cause by an instrument or concurrent instruments in writing delivered to the Trustee and to the Bank and signed by the (a) the City, or (b) the Beneficial Owners of a majority in aggregate principal amount of all Bonds then Outstanding or their attorneys-in-fact duly authorized. Notice of the removal of the Trustee shall be given in the same manner as provided in Section 11.05 hereof with respect to the resignation of the Trustee. So long as no Event of Default or an event which, with the passage of time would become an Event of Default, shall have occurred and be continuing, the Trustee may be removed at any time for cause by resolution or other official written action taken by the Bank with such written action to be filed with the Trustee.

SECTION 11.07. Appointment of Successor Trustee by the Bondholders; Temporary Trustee.

In case the Trustee shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the owners of a majority in aggregate principal amount of all Bonds then Outstanding, by an instrument or concurrent instruments in writing signed by such owners, or by their attorneys-in-fact duly authorized, a copy of which shall be delivered personally or sent by registered mail to the Bank and the City. Nevertheless, in case of such vacancy, the Bank by resolution may appoint a temporary Trustee to fill such vacancy. Within ninety (90) days of such appointment, the Bondholders may appoint a successor Trustee; any such successor Trustee so appointed by the Bank shall become the successor Trustee if no appointment is made by the Bondholders within such period, but in the event an appointment is made by the Bondholders, the temporary Trustee shall immediately and without further act be superseded by any Trustee so appointed by such Bondholders. Notice of the appointment of a successor Trustee shall be given in the same manner as provided by Section 11.05 hereof with respect to the resignation of a Trustee. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank having its principal place of business in the United States of America duly authorized to exercise trust powers and having a reported capital

and surplus of not less than \$75,000,000, if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

SECTION 11.08. Concerning Any Successor Trustee.

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

SECTION 11.09. Indemnification.

The Bank, will, to the fullest extent permitted by law, protect, indemnify and save the Trustee and its respective officers, board members, agents, and employees, harmless from and against all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses of the Trustee), taxes, causes of action, suits, claims, demands and judgments of any nature arising from:

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

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

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

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

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

SECTION 11.10. Successor Trustee as Trustee of Funds, Paying Agent and Registrar.

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

ARTICLE XII. SUPPLEMENTAL INDENTURES

SECTION 12.01. Supplemental Indentures not Requiring Consent of Bondholders.

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

- (a) To cure any ambiguity or formal defect or omission in this Indenture;
- (b) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional benefits, rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Bondholders or the Trustee, or to make any change which, in the opinion of Bond Counsel, does not materially and adversely affect the interest of the owners of Outstanding Bonds and does not require unanimous consent of the Bondholders pursuant to Section 12.02 hereof;
- (c) To subject to this Indenture additional Revenues, properties or collateral;
- (d) To modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or to permit the qualification of the Bonds for sale under the securities laws of the United States of America or of any of the states of the United States of America, and, if they so determine, to add to this Indenture or any indenture

supplemental hereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939 or similar federal statute; and

(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.

SECTION 12.02. Supplemental Indentures Requiring Consent of Bondholders.

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

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

ARTICLE XIII. MISCELLANEOUS

SECTION 13.01. Consents, etc., of Bondholders.

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

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

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

SECTION 13.02. Limitation of Rights.

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

SECTION 13.03. Severability.

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

SECTION 13.04. Notices.

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

SECTION 13.05. Trustee as Paying Agent and Registrar.

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

SECTION 13.06. Payments Due on Saturdays, Sundays and Holidays.

In any case where the date of maturity of interest on or principal of 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.

SECTION 13.07. Counterparts.

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

SECTION 13.08. Receipt of Money or Revenues by Trustee.

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

SECTION 13.09. Applicable Provisions of Law.

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

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

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

(SEAL)

MISSISSIPPI DEVELOPMENT BANK

By _____
Executive Director

ATTEST:

By _____
Secretary

(SEAL)

_____ **BANK** , as Trustee

By _____

Title _____

By _____

Title _____

EXHIBIT A
FORM OF CITY BOND

THIS CITY BOND HAS BEEN ASSIGNED TO _____, AS TRUSTEE (THE "TRUSTEE") UNDER AN INDENTURE OF TRUST, DATED AS OF AUGUST 1, 2014, 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
HARRISON COUNTY**

**CITY OF GULFPORT, MISSISSIPPI
GENERAL OBLIGATION BOND, SERIES 2014**

NO. 1

\$ _____

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

PRINCIPAL AMOUNT: _____ AND NO/100th DOLLARS

The City of Gulfport, 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 _____ Bank, in Gulfport, Mississippi, or its successor, as paying agent (the "Paying Agent") for the General Obligation Bond, Series 2014 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 _____ Bank, _____, 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 until said principal sum is paid to the Registered Owner hereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date (as defined in the Indenture).

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

This City Bond is issued under the authority of the Constitution and statutes of the State of Mississippi, including Section 21-33-301 through 21-33-329, Mississippi Code of 1972, as amended and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (together, the "Act"), and by the further authority of proceedings duly had by the City Council of the City, including a resolution adopted on July 22, 2014 (the "Bond Resolution").

This City Bond is issued in the aggregate authorized principal amount of _____ Dollars (\$_____) for the purpose of providing funds for (a) constructing, improving and _____, and (b) paying the costs of issuance of this City Bond and the Bank Bonds (as defined herein).

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 2014 (City of Gulfport, Mississippi) (the "Bank Bonds"), outstanding under the Indenture of Trust, by and between the Mississippi Development Bank and _____ Bank, _____, Mississippi, as trustee (the "Trustee"), dated as of August 1, 2014 (the "Indenture") when due whether upon a scheduled interest payment date, at maturity or by mandatory redemption, optional redemption, mandatory tender, optional tender or acceleration.

Reference is hereby made to the City 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. 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 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-transferable except as provided in the Indenture.

The City and the Trustee 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 Trustee 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 City Bond Resolution, declare the principal of and accrued interest on this City Bond to be due and payable immediately.

Modifications or alterations of the City 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 City 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 City 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 _____, 2014.

(SEAL)

CITY OF GULFPORT, MISSISSIPPI

By _____
Mayor

COUNTERSIGNED:

City Clerk

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This City Bond is the City Bond described in the within mentioned City Bond Resolution and is the General Obligation Bond, Series 2014, of the City of Gulfport, Mississippi.

_____ **BANK, as Transfer Agent**

By _____
Authorized Signatory

Date of Registration and Authentication: _____, 2014

REGISTRATION AND VALIDATION CERTIFICATE

**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

I, the undersigned City Clerk of the City of Gulfport, 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 the First Judicial District of Harrison County, Mississippi, rendered on the ____ day of _____, 2014.

(SEAL)

City Clerk

**CONTINUING DISCLOSURE AGREEMENT
BY AND AMONG THE MISSISSIPPI DEVELOPMENT BANK,
THE CITY OF GULFPORT, MISSISSIPPI
AND _____ BANK, AS TRUSTEE**

DATED AS OF AUGUST __, 2014

In Connection with the sale and Issuance of \$30,000,000 Mississippi Development Bank Special Obligation Bonds, Series 2014 (Gulfport, Mississippi General Obligation Bond Project), dated the date of delivery (the "Series 2014 Bonds")

WHEREAS, the Mississippi Development Bank (the "Bank") has heretofore authorized the issuance of the Series 2014 Bonds which are more particularly described in the Official Statement of the Bank in connection with the Series 2014 Bonds, dated _____, 2014 (the "Official Statement"); and

WHEREAS, the Bank has heretofore acknowledged that a purchaser may not purchase or sell the Series 2014 Bonds unless it has reasonably determined that the Bank has undertaken in a written agreement for the benefit of the holders or beneficial owners of the Series 2014 Bonds to provide certain continuing disclosure information as required by Securities and Exchange Commission (the "SEC") Rule 15c2-12(b)(5) (the "Rule"), and the Bank desires to assist the purchaser of the Series 2014 Bonds in complying with the Rule; and

WHEREAS, in order to assist the Underwriter (as hereinafter defined) in complying with the Rule, the Bank and the City of Gulfport, Mississippi (the "City"), have agreed to enter into this Continuing Disclosure Agreement (the "Agreement") with _____ Bank (the "Trustee"), for the benefit of the holders from time to time of the Series 2014 Bonds to provide certain information as required by the Rule (as hereinafter defined).

**NOW, THEREFORE, THE BANK AND THE CITY HEREBY
REPRESENT, COVENANT AND AGREE AS FOLLOWS:**

SECTION 1. Definitions. In addition to the terms defined above, the following capitalized terms shall have the meanings ascribed thereto below. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Indenture of Trust, dated August __, 2014, by and between the Bank and the Trustee (the "Indenture").

"Accompanying Information" means any identifying information or other information then required to accompany the applicable filing pursuant to the Rule.

"City Annual Financial Information" shall mean the information summarized herein below under the heading "Annual Financial Information - City Undertaking."

"EMMA" means MSRB's Electronic Municipal Market Access system on the MSRB Website.

"Independent Accountant" shall mean any firm of certified public accountants appointed by the City which is independent pursuant to the Statement on Auditing Standards No. 1 of

the American Institute of Certified Public Accountants or the State Auditor.

"Listed Events" shall mean any of the events listed in Section 5 of this Agreement.

"MSRB" shall mean the Municipal Securities Rulemaking Board established under the 1933 Securities Act, as amended, or any successor thereto.

"MSRB Website" shall mean <http://www.emma.msrb.org>.

"National Repository" means (a) MSRB's EMMA, and (b) in the future, any successor repository or repositories prescribed by the SEC for the purpose of serving as repository under the Rule.

"Original Purchaser" shall mean Duncan-Williams, Inc., Memphis,

Tennessee. **"Repository"** shall mean each National Repository and each

State Repository.

"Required Electronic Format" means the electronic format then prescribed by the SEC or the MSRB pursuant to the Rule.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State" shall mean the State of Mississippi.

"State Repository" shall mean any public or private repository or entity designated by the State as a State repository for the purposes of the Rule. As of the date of this Agreement, there is no State Repository.

SECTION 2. General. Nothing in this Agreement shall prevent the Bank, or the City from disseminating any information in addition to that required by this Agreement. If the Bank or the City disseminates any such additional information, neither the Bank nor the City, respectively, shall have any obligation to update such information or include it in any further materials disseminated. All expenses and any other costs incurred by the Bank, the City, or the Trustee in complying with this Agreement shall be paid by the City.

SECTION 3. Bank Undertaking. The Bank hereby agrees for the benefit of the holders of the Series 2014 Bonds to provide, together with any Accompanying Information, to each Repository, in a timely manner, notice of any Listed Event.

SECTION 4. City Undertaking. The City hereby agrees for the benefit of holders of the Series 2014 Bonds to deliver, or cause to be delivered, together with any Accompanying Information:

- (a) to each Repository no later than 180 days after the end of each fiscal year of the City:

(i) the City's Annual Financial Information relating to such fiscal year together with audited financial statements for such fiscal year if audited financial statements are then available; provided, however, that if audited financial statements are not then available, the City shall deliver or cause to be delivered such audited financial statements, if any, to each Repository when they become available (but in no event later than 350 days after the end of such fiscal year); or

(ii) notice of the failure of the City to provide the City Annual Financial Information; and

(b) (i) to each Repository, in a timely manner, notice of any Listed Event; and

(ii) to each Repository in writing, in a timely manner notice of events which, in the opinion of an authorized officer of the City had, or will have, a material effect on the financial condition or operations of the City.

SECTION 5. Listed Events. (a) In addition to the provisions of Sections 3 and 4 above, the Bank and the City shall give or cause to be given notice to each Repository of the occurrence of any of the following Listed Events with respect to the Series 2014 Bonds, in a timely manner, not in excess of ten (10) business days after the occurrence thereof:

(i) Principal and interest payment delinquencies;

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

(iii) Unscheduled draws on the credit enhancements reflecting financial difficulties;

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

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

(vi) Defeasances;

(vii) Rating changes;

(viii) Tender offers; and

(ix) Bankruptcy, insolvency, receivership or similar event of the Bank or the City; Consummation of a merger, consolidation, or acquisition involving the Bank or the City or the sale of all or substantially all of the assets of the Bank or the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms.

(b) The Bank and the City agree to provide or cause to be provided in a timely manner not in excess of ten (10) business days after the occurrence of any of the following Listed Events to each Repository, notice of the occurrence of any of the following Listed Events with respect to the Series 2014 Bonds, if material, together with any Accompanying Information:

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- (vi) The appointment of a successor or additional trustee or the change of name of a
- (i) Non-payment related defaults;
- (ii) Modification to rights of security holders;
- (iii) Bond calls or redemptions;
- (iv) Release, substitution or sale of property securing repayment of the securities;
- (v) The consummation of a merger, consolidation, acquisition involving an obligated person, other than in the ordinary course of business, or the sale of all or substantially all the assets of an obligated person, other than in the ordinary course of business, or the entry into a definitive agreement to engage in such a transaction, or a termination of such an agreement, other than in accordance with its terms; and trustee;

All fifteen (15) Listed Events mandated by the Rule may not apply to the Series 2014 Bonds.

SECTION 6. Annual Financial Information.

General. The contents, presentation and format of the City Annual Financial Information may be modified from time to time as determined in the judgment of the City to conform to changes in the Rule to disclosure principles or practices and legal requirements followed by or applicable to the City, provided that such modifications shall comply with the requirements of the Rule.

City Undertaking. City Annual Financial Information is defined to include:

- (a) a brief narrative discussion of the results of operations and financial condition of the City for such fiscal year; and
- (b) updated financial and operating information relating to the City set forth in the tables and text in the following section of the Official Statement: "APPENDIX A - INFORMATION ON THE CITY."

SECTION 7. Agent. The City agrees within 60 days of closing to appoint or engage an agent to assist it in carrying out its obligations under this Continuing Disclosure Agreement, and may discharge any such agent, with or without appointing a successor agent.

SECTION 8. Financial Statements. The annual financial statements for the Bank and the City for each fiscal year shall be prepared in accordance with generally accepted accounting principles in effect from time to time. Such financial statements shall be audited by an Independent Accountant.

SECTION 9. Remedies. This Agreement is enforceable in accordance with its terms by any Bondholder either directly or as a third party beneficiary. Any Bondholder shall have the rights, for the equal benefit and protection of all Bondholders, by mandamus or other suit or

proceeding at law or in equity, to enforce its rights against the Bank and the City and any of the officers, agents and employees of the Bank and the City, and to compel the Bank and the City or any such officers, agents or employees to perform and carry out their duties under their respective undertakings; provided that such rights shall be limited to an action to compel specific enforcement of the obligations of the Bank and the City hereunder and shall not include any rights to monetary damages.

The Trustee shall not be obligated or liable to any holder of the Series 2014 Bonds or other party with respect to any aspect of the implementation, operation or enforcement of any undertaking set forth herein. If the Trustee is made a party to any litigation or legal action involving any undertaking, the City shall pay the legal fees and related costs and expenses of the Trustee in connection with such litigation or legal action.

SECTION 10. Amendments. This Agreement may be amended, changed or modified pursuant to a written instrument signed by the Bank, the City, and the Trustee, without the consent of any of the Bondholders, (a) to comply with the provisions of the Rule, (b) to cure any ambiguity, remedy any omission, or cure or correct any defect or inconsistent provision in the undertakings of the Bank and the City, or (c) if the Bank or the City make a determination that any such amendment will not have a material adverse effect on the interest of the Bondholders; provided, that any such amendment, change or modification comply with the provisions of the Rule.

SECTION 11. Parties in Interest; Governing Law. This Agreement is executed and delivered for the sole benefit of the holders of the Series 2014 Bonds, the Bank, the City and the Underwriter of the Bonds and shall be governed by the laws of the State.

SECTION 12. Termination. The undertaking of the Bank and the City hereunder shall terminate on the earlier of (a) such date that the Rule, or the provisions thereof are no longer effective; or (b) the date upon which there are no outstanding Series 2014 Bonds.

SECTION 13. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[remainder of page left blank intentionally]

IN WITNESS WHEREOF, the Bank, the City and the Trustee each have caused this Continuing Disclosure Agreement to be executed by its respective officers, duly authorized, all as of the date first above written.

MISSISSIPPI DEVELOPMENT BANK

ATTEST:

By: _____
Executive Director

By: Secretary

(SEAL)

CITY OF GULFPORT, MISSISSIPPI

ATTEST:

By: _____
Mayor

By: City Clerk

ACCEPTED BY:

_____ BANK, as Trustee

By: _____
Title: _____

TAX INTERCEPT AGREEMENT

This **TAX INTERCEPT AGREEMENT**, dated as of August 1, 2014 (this "Agreement"), is by and between the **MISSISSIPPI DEVELOPMENT BANK**, a public body corporate and politic (the "Bank"), created pursuant to the provisions of Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (hereinafter referred to as the "Act") and the **CITY OF GULFPORT, MISSISSIPPI** (hereinafter referred to as the "City"), a "Local Governmental Unit" within the meaning of the Act.

WITNESSETH

WHEREAS, pursuant to the Act, the Bank is authorized to purchase "securities" (as defined in the Act) issued by "Local Governmental Units" (as defined in the Act); and

WHEREAS, the City has duly authorized the issuance of its general obligation bond designated General Obligation Bond, Series 2014 in the principal amount of Thirty Million Dollars (\$30,000,000) (the "City Bond"); and

WHEREAS, pursuant to the Indenture of Trust, dated as of August 1, 2014 (the "Indenture"), by and between the Bank and _____, _____, Mississippi, as Trustee (the "Trustee"), the Bank has duly authorized the issuance of its bonds designated as \$30,000,000 Mississippi Development Bank Special Obligation Bonds, Series 2014 (Gulfport, Mississippi General Obligation Bond Project), dated as of delivery thereof (the "Bank Bonds"); and

WHEREAS, the proceeds of the Bank Bonds which will be used by the Bank to purchase the City Bond; and

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

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

1. As authorized by the Act, the City hereby covenants, agrees and authorizes the Commission or any other State agency, department or commission to (a) withhold all or any part of any monies (the "Tax Monies") which the City is entitled to receive from time to time pursuant to any law and which is in the possession of the Commission or any other State agency,

department or commission, subject to the prior lien on the Tax Monies which may be withheld by the Commission or any other state agency, department or commission pursuant to that certain Tax Intercept Agreement, dated as of July 19, 2012 (the "2012 Tax Intercept Agreement"), by and between the City and the Bank concerning the Mississippi Development Bank Special Obligation Bonds, Series 2012 (Gulfport, Mississippi Public Improvement Project), in the original principal amount of \$10,000,000, and (b) pay the same over to the Trustee on behalf of the Bank to satisfy any delinquent payment (the "Delinquent Payment"), of the City under and pursuant to Section 16 of the City Bond Resolution.

2. If on the first day of April and October of each year, beginning April 1, 2015, there are insufficient Revenues (as defined in the Indenture) to make the payments under and pursuant to Section 16 of the City Bond Resolution, the Bank hereby authorizes and directs the Trustee to file this Agreement and a statement of deficiency setting forth the amount of any Delinquent Payment with the Commission or other State agency, department or commission, thereby directing the Commission or other State agency, department or commission to pay any Tax Monies directly to the Trustee on behalf of the Bank to satisfy any Delinquent Payment, all as permitted under the Act.

3. The Trustee is hereby directed, and is directed under the Indenture, to pay any such withheld Tax Monies into the "General Account of the General Fund" created in the Indenture to be applied in accordance with Section 6.05 thereof.

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

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

6. No waiver 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.

7. This Agreement merges and supersedes all prior negotiations, representations, and agreements between the Bank and the City relating to the subject matter hereof, except for the 2012 Tax Intercept Agreement, and constitutes the entire Agreement between the Bank and the City in respect hereof.

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

(SEAL)

MISSISSIPPI DEVELOPMENT BANK

By _____
Executive Director

ATTEST:

Secretary

(SEAL)

CITY OF GULFPORT, MISSISSIPPI

By _____
Mayor

ATTEST:

City Clerk

ACCEPTED BY:

_____, **as Trustee**

By _____
Authorized Signatory

By _____
Authorized Signatory

MISSISSIPPI DEVELOPMENT BANK
PROCEDURES FOR POST-ISSUANCE COMPLIANCE OF
TAX-EXEMPT FINANCINGS

General

The purpose of these Procedures for Post-Issuance Compliance of Tax-Exempt Financings (these “Procedures”) is to ensure that the Mississippi Development Bank (“MDB”) tax-exempt bond financings remain in compliance with the following federal tax requirements:

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

These Procedures apply to any obligations to which Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended, and any Treasury Regulations promulgated thereunder (together, as applicable, the “Code”) apply, whether or not such obligations are in fact tax-exempt. For example, these Procedures will be followed with respect to any issue of tax-credit bonds or taxable bonds to which such sections of the Code apply. Further, the conduit borrowers (as designee of the MDB) are responsible for compliance with any requirements set forth in the Code and subsequent rulings and other advice published by the Internal Revenue Service (the “Service” or the “IRS”), as such authorities may apply to MDB and its obligations.

The “Financing”

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

Responsible Parties

MDB designates its Secretary as the contact person for compliance with this policy. As MDB is merely a conduit issuer, the chief financial officer (or other designated official) of the conduit borrower is ultimately responsible for the post-issuance compliance of bond financings.

Parties working for the conduit borrower(s) responsible for the financing aspects and the operation aspects of bond-financed facilities will coordinate efforts with MDB and its designee(s) to ensure that any actions taken with respect to a bond-financed facility will be in compliance with the requirements of the Code and rulings of the IRS.

General Recordkeeping

General record retention duties are the responsibility of the conduit borrower.

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

- Organizational documents, if applicable (articles of incorporation or certificate of formation, bylaws and any amendments to the same)
- Audited Financial Statements
- Reports of any examinations by the Internal Revenue Service of MDB or its tax-exempt financings for, or in relation to conduit transactions with, the conduit borrower
- 501(c)(3) determination letter (if and when applicable)

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

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

Separate Bank Account

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

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

Investments and Arbitrage Compliance

Many of the Code provisions deal with restrictions if bond proceeds are invested at a yield higher than the yield on the bonds.

MDB does not invest the proceeds of the bonds; that is done by or at the direction of the conduit borrower. The conduit borrower is responsible for monitoring such investments, and to take steps to ensure compliance with the yield restriction requirements of Section 148(a) of the Code and the rebate requirements of section 148(f) of the Code. Such monitoring includes, but is not limited to:

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

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

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

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

Expenditures and Assets

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

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

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

- Documentation of allocations of bond proceeds to expenditures (e.g., allocation of bond proceeds for expenditures for the construction, renovation or purchase of facilities)
- Documentation of allocations of bond proceeds to bond issuance costs
- Copies of all requisitions, draw schedules, draw requests, invoices, bills, and cancelled checks related to bond proceeds spent during the construction period
- Copies of all contracts entered into for the construction, renovation or purchase of bond-financed facilities

- Records of expenditure reimbursements incurred prior to issuing bonds for bond-financed facilities
- List or schedule of all bond-financed facilities or equipment
- Depreciation schedules for bond-financed depreciable property
- Documentation of any purchase or sale of bond-financed assets

Private Business Use

A key factor in the tax exempt status of the bonds is the bond financed project must be owned and used by the conduit borrower in a “related trade or business” to its tax exempt status (as a school, hospital, etc.)

An issue of tax exempt bonds will lose its tax-exempt status if the issue meets (1) both the private business use test and the private payment/security test, or (2) the private loan financing test.

The private business use test will be met if more than 10% of bond proceeds are used for any private business use, and the private payment/security test will be met if more than 10% of the payment of the principal of or interest on the bonds is directly or indirectly secured by a private business or derived from payments related to property used in private business. Private business use and provide payment/security may occur due to a conduit borrower’s unrelated trade or business activities in that same project, trade or business use by unrelated third parties (for example, sale or lease of the project or any portion thereof to a private company, or entry of a contract with a management company to manage all or a part of the bond financed facility) or the existence of special legal entitlements with respect to the bond-financed property. Each conduit borrower will monitor the use of bond proceeds for compliance with the private business use rules.

The private loan financing test is met if tax exempt bond proceeds exceeding the lesser of 5% of such proceeds or \$5,000,000 are used directly or indirectly to finance loans to one or more nongovernmental persons or businesses. Private loans can occur if conduit borrowers lease or otherwise transact with private persons for bond financed facilities such that the economic substance of such transactions constitutes a loan. Each conduit borrower will monitor the use of bond proceeds for compliance with the private loan financing test use rules.

Corrective Action

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

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

Policy Supplemental to all existing Policies

This Policy is supplemental to all existing policies of MDB. These policies may be obtained by contacting the Secretary of MDB at 735 Riverside Drive, Jackson, Mississippi 39201, phone 601-355-6232.

Adopted By:

MISSISSIPPI DEVELOPMENT BANK

By: /s/ William D. Sones
William D. Sones, Chairman, Board of Directors

Date: December 12, 2012

By: /s/ William T. Barry
William T. Barry, Executive Director

Date: February 13, 2013



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Legal

Date: 07/17/2014

Subject:

Resolution authorizing and directing the issuance of General Obligation Refunding Bonds, Series 2014, of the City of Gulfport, Mississippi, in the maximum aggregate principal amount of Twenty Million Five Hundred Thousand Dollars (\$20,500,000) to raise money for the purpose of refunding all or a portion of the municipality's General Obligation Public Improvement Bonds (Series 1998), the Municipality's Mississippi Development Bank Special Obligation Bonds, Series 1999 (capital projects & equipment acquisition program) promissory note dated February 5, 2001, and the municipality's Mississippi Development Bank Special Obligation Bonds, Series 1999 (capital projects & equipment acquisition program) promissory note dated December 1, 2000; the municipality's General Obligation Bonds, (Series 2003), the municipality's General Obligation Water and Sewer Bonds, (Series 2005), the municipality's General Obligation Bonds, (Series 2007); and paying the related costs of the issuance, sale and delivery of said refunding bonds and of the redemption of said improvement bonds; prescribing the form and incidents of said refunding bonds; providing for the levy of a sufficient amount of taxes for the payment of said refunding bonds; making provision for maintaining the tax-exempt status of said refunding bonds; approving and authorizing execution of escrow agreements with respect to said refunding bonds and said refunding; approving and authorizing execution of a Bond Purchase Agreement with respect to said refunding bonds; authorizing the obtaining of a rating or ratings in connection with the sale of said refunding bonds; authorizing the execution of a commitment for municipal bond insurance with respect to said bonds; approving and authorizing the distribution of a Preliminary Official Statement; authorizing the execution and distribution of an official statement pertaining to the sale of the General Obligation Refunding Bonds, Series 2014, of the City of Gulfport, Mississippi; authorizing the execution of a continuing disclosure certificate pertaining to said bonds; acknowledging and authorizing the execution of post issue compliance procedures; and for related purposes.

Recommendation:

GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014
OF THE
CITY OF GULFPORT, MISSISSIPPI
IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF
TWENTY MILLION FIVE HUNDRED THOUSAND DOLLARS
(\$20,500,000)

RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014, OF THE CITY OF GULFPORT, MISSISSIPPI, IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF TWENTY MILLION FIVE HUNDRED THOUSAND DOLLARS (\$20,500,000) TO RAISE MONEY FOR THE PURPOSE OF REFUNDING ALL OR A PORTION OF THE MUNICIPALITY'S GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS (SERIES 1998), THE MUNICIPALITY'S MISSISSIPPI DEVELOPMENT BANK SPECIAL OBLIGATION BONDS, SERIES 1999 (CAPITAL PROJECTS & EQUIPMENT ACQUISITION PROGRAM) PROMISSORY NOTE DATED FEBRUARY 5, 2001, AND THE MUNICIPALITY'S MISSISSIPPI DEVELOPMENT BANK SPECIAL OBLIGATION BONDS, SERIES 1999 (CAPITAL PROJECTS & EQUIPMENT ACQUISITION PROGRAM) PROMISSORY NOTE DATED DECEMBER 1, 2000; THE MUNICIPALITY'S GENERAL OBLIGATION BONDS, (SERIES 2003), THE MUNICIPALITY'S GENERAL OBLIGATION WATER AND SEWER BONDS, (SERIES 2005), THE MUNICIPALITY'S GENERAL OBLIGATION BONDS, (SERIES 2007); AND PAYING THE RELATED COSTS OF THE ISSUANCE, SALE AND DELIVERY OF SAID REFUNDING BONDS AND OF THE REDEMPTION OF SAID IMPROVEMENT BONDS; PRESCRIBING THE FORM AND INCIDENTS OF SAID REFUNDING BONDS; PROVIDING FOR THE LEVY OF A SUFFICIENT AMOUNT OF TAXES FOR THE PAYMENT OF SAID REFUNDING BONDS; MAKING PROVISION FOR MAINTAINING THE TAX-EXEMPT STATUS OF SAID REFUNDING BONDS; APPROVING AND AUTHORIZING EXECUTION OF ESCROW AGREEMENTS WITH RESPECT TO SAID REFUNDING BONDS AND SAID REFUNDING; APPROVING AND AUTHORIZING EXECUTION OF A BOND PURCHASE AGREEMENT WITH RESPECT TO SAID REFUNDING BONDS; AUTHORIZING THE OBTAINING OF A RATING OR RATINGS IN CONNECTION WITH THE SALE OF SAID REFUNDING BONDS; AUTHORIZING THE EXECUTION OF A COMMITMENT FOR MUNICIPAL BOND INSURANCE WITH RESPECT TO SAID BONDS; APPROVING AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT; AUTHORIZING THE EXECUTION AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING TO THE SALE OF THE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014, OF THE CITY OF GULFPORT, MISSISSIPPI; AUTHORIZING THE EXECUTION OF A CONTINUING DISCLOSURE CERTIFICATE PERTAINING TO SAID BONDS; ACKNOWLEDGING AND AUTHORIZING THE EXECUTION OF POST ISSUE COMPLIANCE PROCEDURES; AND FOR RELATED PURPOSES.

WHEREAS, the City Council of the City of Gulfport, Mississippi (the "Governing Body" of the "City"), acting for and on behalf of the City, hereby finds, determines, adjudicates and declares as follows:

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

"Act" shall mean Sections 31-27-1 through 31-27-25, Mississippi Code of 1972, as amended.

"Bank" means the Mississippi Development Bank, a body corporate and politic of the State exercising essential public functions, and organized under the provisions of the Act, or any successor to its functions.

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

"Bond" or "Bonds" shall mean the Twenty Million Five Hundred Thousand Dollars (\$20,500,000) maximum principal amount General Obligation Refunding Bonds, Series 2014, of the Municipality authorized and directed to be issued in this Bond Resolution for the Refunding.

"Bond Counsel" shall mean Jones Walker L.L.P., Jackson, Mississippi, or any other nationally recognized attorneys on the subject of municipal bonds.

"Bond Fund" shall mean the Bond Fund of the Municipality provided for in Section 15 hereof.

"Bond Insurance Policy" shall mean the municipal bond insurance policy issued by the Bond Insurer, if any, guaranteeing the scheduled payment of principal of and interest on the Bonds when due.

"Bond Insurer" shall mean a municipal bond insurance company, if any, guaranteeing the scheduled payment of principal of and interest on the Bonds when due.

"Bondholder" or "Holder" shall mean the Registered Owner of any Bond issued pursuant to this Bond Resolution.

"Bond Purchase Agreement" shall mean the bond purchase agreement to be entered into between the Municipality and the Underwriter for the purchase and sale of the Bonds, in substantially the form attached hereto as **Attachment A**.

"Bond Resolution" shall mean this resolution as the same from time to time may be amended.

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

"Clerk" or "City Clerk" shall mean the City Clerk of the Municipality.

"Closing Date" with respect to the Bonds shall mean the date of issuance and delivery of the Bonds to the Underwriter.

"Code" shall mean the Internal Revenue Code of 1986, as amended, supplemented or superseded.

"Continuing Disclosure Certificate" shall mean the Continuing Disclosure Certificate or Certificates to be executed by the Municipality and dated the date of issuance and delivery of any of the Bonds, as originally executed and as same may be amended from time to time in accordance with the terms thereof.

"Costs of Issuance Fund" shall mean the Costs of Issuance Fund provided for in Section 17 hereof.

"County" shall mean Harrison County, Mississippi.

"DTC" shall mean The Depository Trust Company, New York, New York.

"Escrow Agent" shall mean The Peoples Bank, Biloxi, Mississippi, in its capacity as escrow agent under the Escrow Agreement, and any successor or assign in such capacity.

"Escrow Agreement" shall mean the agreement to be entered into by and between the Municipality and the Escrow Agent, providing for the escrow and investment of a portion of the proceeds of the Bonds to effect the refunding of the Series 2005 Refunded Bonds and the Series 2007 Refunded Bonds, in substantially the form attached hereto as **Attachment B**.

"Escrow Fund" shall mean the fund established pursuant to the Escrow Agreement to pay the principal of, redemption premiums (if any), and interest on the Series 2005 Refunded Bonds and the Series 2007 Refunded Bonds.

"Event of Default" shall mean an event of default as described in Section 21 of this Bond Resolution.

"Fiscal Year" shall mean the period beginning on October 1 of one year and ending on September 30 of the following year.

"Governing Body" shall mean the City Council of the Municipality.

"Government Obligations" shall mean direct obligations of the United States of America, or obligations the principal of and interest on which is guaranteed by the United States of America and which obligations are not redeemable prior to their maturity by the issuer or any other person other than the holder thereof.

"Mayor" shall mean the Mayor of the Municipality.

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

"Participating Underwriter" shall have the meaning ascribed thereto in the Continuing Disclosure Certificate.

"Paying Agent" shall mean any bank, trust company or other institution hereafter designated by the Municipality to make payments of the principal of and interest on the Bonds and to serve as registrar and transfer agent for the registration of owners of the Bonds, and for the performance of other duties as may be herein or hereafter specified by the Municipality.

"Payment Dates" shall mean any dates on which interest or principal and interest on any of the Bonds is payable pursuant to the Bond Purchase Agreement.

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

"Procedures" shall mean the Post Issuance Compliance Procedures in substantially the form attached hereto as **Attachment D**.

"Projects" shall mean the 2000 Promissory Note Project, the 2001 Promissory Note Project, the Series 1998 Project, the Series 2003 Project, the Series 2005 Project, and the Series 2007 Project, collectively.

"Record Date" shall mean, as to interest payments on any Bonds, the 15th day of the month preceding the dates set for payment of interest on such Bonds and, as to payments of principal on any Bonds, the fifteenth (15th) day of the month preceding the date on which such principal shall be due and payable, whether at maturity or upon the redemption date applicable to such Bonds.

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

"Refunded Bonds" shall mean the Series 1998 Refunded Bonds, the 2000 Promissory Note, the 2001 Promissory Note, the Series 2003 Refunded Bonds, the Series 2005 Refunded Bonds and the Series 2007 Refunded Bonds.

"Refunding" shall mean providing for the payment of the principal amount of the Refunded Bonds, redemption premiums (if any), and interest accrued or to accrue to the date of redemption of the Refunded Bonds.

"Registered Owner" shall mean the Person whose name shall appear in the registration books of the Municipality maintained by the Paying Agent with respect to any of the Bonds.

"Representation Letter" shall mean the blanket representation letter to DTC pertaining to book-entry obligations of the Municipality.

"Responsible Party" shall mean the party specified in each section of the Procedures as being responsible for compliance.

“Series 1998 Bonds” shall mean the General Obligation Public Improvement Bonds, Series 1998, of the Municipality in the original principal amount of Six Million Dollars (\$6,000,000), dated July 1, 1998.

“Series 1998 Bond Resolution” shall mean the resolution authorizing and directing the issuance of the Series 1998 Bonds, adopted May 19, 1998, by the Governing Body.

“Series 1998 Paying Agent” shall mean Hancock Bank, Jackson, Mississippi.

"Series 1998 Project" shall mean the facilities acquired, constructed, improved, equipped or renovated with the proceeds of the Series 1998 Bonds.

"Series 1998 Refunded Bonds" shall mean all or any portion of the outstanding Series 1998 Bonds, which are to be refunded with a portion of the proceeds of the Bonds, as specified in the Bond Purchase Agreement (if any).

“2000 Promissory Note” shall mean the Municipality’s Promissory Note dated December 1, 2000 payable to the Mississippi Development Bank in the original principal amount of \$7,500,000, relating to the Mississippi Development Bank Special Obligation Bonds, Series 1999 (Capital Projects & Equipment Acquisition Program).

“2000 Promissory Note Paying Agent” shall mean Hancock Bank, Jackson, Mississippi.

"2000 Promissory Note Project" shall mean the facilities acquired, constructed, improved, equipped or renovated with the proceeds of the 2000 Promissory Note.

“2001 Promissory Note” shall mean the Municipality’s Promissory Note dated February 5, 2001 payable to the Mississippi Development Bank in the original principal amount of \$2,500,000, relating to the Mississippi Development Bank Special Obligation Bonds, Series 1999 (Capital Projects & Equipment Acquisition Program).

“2001 Promissory Note Paying Agent” shall mean Hancock Bank, Jackson, Mississippi.

"2001 Promissory Note Project" shall mean the facilities acquired, constructed, improved, equipped or renovated with the proceeds of the 2001 Promissory Note.

“Series 2003 Bonds” shall mean the General Obligation Bonds, Series 2003, of the Municipality in the original principal amount of Five Million Dollars (\$5,000,000), dated April 1, 2003.

“Series 2003 Bond Resolution” shall mean the resolution authorizing and directing the issuance of the Series 2003 Bonds, adopted March 18, 2003, by the Governing Body.

“Series 2003 Paying Agent” shall mean First National Bank of Clarksdale, Clarksdale, Mississippi.

"Series 2003 Project" shall mean the facilities acquired, constructed, improved, equipped or renovated with the proceeds of the Series 2003 Bonds.

"Series 2003 Refunded Bonds" shall mean all or any portion of the outstanding Series 2003 Bonds, which are to be refunded with a portion of the proceeds of the Bonds, as specified in the Bond Purchase Agreement (if any).

"Series 2005 Bonds" shall mean the General Obligation Water and Sewer Bonds, Series 2005, of the Municipality dated March 1, 2005, in the original aggregate principal amount of Five Million Two Hundred Thousand Dollars (\$5,200,000).

"Series 2005 Bond Resolution" shall mean the resolution authorizing and directing the issuance of the Series 2005 Bonds, adopted by the Governing Body on February 22, 2005.

"Series 2005 Paying Agent" shall mean The Peoples Bank, Biloxi, Mississippi.

"Series 2005 Project" shall mean the facilities acquired, constructed, improved, equipped or renovated with the proceeds of the Series 2005 Bonds.

"Series 2005 Refunded Bonds" shall mean all or any portion of the Series 2005 Bonds maturing on and after March 1, 2016, which are to be refunded with a portion of the proceeds of the Bonds, as specified in the Bond Purchase Agreement (if any).

"Series 2007 Bonds" shall mean the General Obligation Bonds, Series 2007 of the Municipality dated November 1, 2007, in the original aggregate principal amount of Ten Million Dollars (\$10,000,000).

"Series 2007 Bond Resolution" shall mean the resolution authorizing and directing the issuance of the Series 2007 Bonds, adopted by the Governing Body on November 6, 2007.

"Series 2007 Paying Agent" shall mean The Peoples Bank, Biloxi, Mississippi.

"Series 2007 Project" shall mean the facilities acquired, constructed, improved, equipped or renovated with the proceeds of the Series 2007 Bonds.

"Series 2007 Refunded Bonds" shall mean that portion of the Series 2007 Bonds maturing on or after November 1, 2015, which are to be refunded with a portion of the proceeds of the Bonds, as specified in the Bond Purchase Agreement (if any).

"SLGS" shall mean special Treasury securities sold by the United States Treasury Department to states, municipalities and other local government bodies. The interest rates and maturities of SLGS can be subscribed for by an issuer of municipal securities in such a manner as to comply with arbitrage restrictions imposed under the Internal Revenue Code.

"Subsection 148(f)" shall mean Subsection 148(f) of the Code.

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

"Underwriter" shall mean Raymond James & Associates, Inc., St. Petersburg, Florida.

(b) Number and Gender: Interpretation. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words and terms herein defined shall be equally applicable to the plural as well as the singular form of any of such words and terms. Captions in this Bond Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Bond Resolution.

2. The Municipality is authorized under the provisions of the Act to issue its Bonds for the Refunding. It is advisable and in the public interest to issue the Bonds for the purposes stated herein.

3. The estimated cost of the Refunding is not in excess of Twenty Million Five Hundred Thousand Dollars (\$20,500,000), and the actual cost of the Refunding shall not exceed the portion of the proceeds of the Bonds to be used for the Refunding, plus other moneys of the Municipality to be used for the Refunding.

4. The Refunding shall result in an overall net present value savings to maturity of not less than two percent (2%) of the Refunded Bonds.

5. Pursuant to the Act, the Municipality has negotiated privately for the sale of the Bonds, such sale to be consummated pursuant to the Bond Purchase Agreement, and it is necessary and appropriate for the Municipality to approve the Bond Purchase Agreement and to authorize the Mayor to execute the Bond Purchase Agreement on behalf of the Municipality provided that: (a) the Bonds shall be sold at a price which results in net present value debt service savings to the Municipality of not less than two percent (2%) of the par amount of the Refunded Bonds, (b) the aggregate principal amount of the Bonds shall not exceed Twenty Million Five Hundred Thousand Dollars (\$20,500,000), (c) no interest rate shall exceed Eleven Percent (11.0%), and (d) the Bond Purchase Agreement shall be executed within one hundred eighty (180) days of the date of adoption of this Bond Resolution.

6. A portion of the proceeds of the Bonds may be invested until needed to pay principal of, premium (if any) and interest on the Refunded Bonds pursuant to the Escrow Agreements. It is necessary and appropriate for the Municipality to approve the Escrow Agreements, and to authorize the Mayor and Clerk to execute the Escrow Agreements on behalf of the Municipality.

7. The Municipality plans to refund the Refunded Bonds with a portion of the proceeds of the Bonds and other moneys available to the Municipality (if needed).

8. The assessed value of all taxable property within the City, according to the last completed assessment for taxation, is Six Hundred Fifty-Nine Million Four Hundred Thirty-Seven Thousand Five Hundred Twenty-Six Dollars (\$659,437,526); the City has outstanding bonded indebtedness subject to the fifteen percent (15%) debt limit prescribed by Section 21-33-303, Mississippi Code of 1972, in the amount of Twenty-Seven Million Four Hundred Eighty-Two Thousand Six Hundred Thirteen Dollars (\$27,482,613), and outstanding bonded and floating indebtedness subject to the twenty percent (20%) debt limit prescribed by Section 21-33-303, Mississippi Code of 1972 (which amount includes the sum set forth above subject to the

15% debt limit), in the amount of Twenty-Seven Million Four Hundred Eighty-Two Thousand Six Hundred Thirteen Dollars (\$27,482,613); the issuance of the Bonds hereinafter proposed to be issued, when added to the outstanding bonded indebtedness of the City, will not result in bonded indebtedness, exclusive of indebtedness not subject to the aforesaid fifteen percent (15%) debt limit, of more than fifteen percent (15%) of the assessed value of taxable property within the City, and will not result in indebtedness, both bonded and floating, exclusive of indebtedness not subject to the aforesaid twenty percent (20%) debt limit, in excess of twenty percent (20%) of the assessed value of taxable property within the City and will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the City.

9. The Governing Body is now fully authorized pursuant to the Act to issue the Bonds in the amount and for the purposes hereinafter set forth and is authorized to issue such Bonds registered as to principal and interest in the form and manner hereinafter provided for by Chapter 21 of Title 31, Mississippi Code of 1972.

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

11. It is advisable and in the public interest to authorize the Mayor and Clerk to arrange for bond insurance for the payment of principal and interest on the Bonds in the event it is determined that the Municipality may realize enhanced savings in connection with the sale thereof as a result of the use of such insurance. The Governing Body should authorize such bond insurance to be obtained and should authorize a commitment for bond insurance to be executed on behalf of the Municipality by either of such officers if same determines such bond insurance to be in the best interest of the Municipality.

12. It is advisable and in the public interest to authorize the Mayor and Clerk to arrange for a bond rating for the Bonds in the event that said officers determines that obtaining any such rating is in the best interests of the Municipality. The Governing Body should authorize the obtaining of such rating, the execution of any documents necessary or appropriate for such purpose and the commitment to pay the rating fee and usual costs pertaining to any such rating by the Mayor and Clerk if such officers determines any such rating to be in the best interest of the Municipality.

13. The Municipality reasonably expects that not less than eighty-five percent (85%) of the spendable proceeds of the Bonds will be used to carry out the governmental purposes of the Bonds within a three-year period beginning on the date of issuance of the Bonds.

14. It has now become necessary to make provision for the preparation, execution and issuance of the Bonds, to make provision for the call and redemption of the Refunded Bonds on such date or dates as are specified in the Bond Purchase Agreement.

15. The Municipality desires to go forward with preparation for the issuance of the Bonds and in connection therewith, desires to approve the engagement of certain professionals to assist with the issuance of the Bonds.

16. The Preliminary Official Statement pertaining to the sale of the Bonds should be approved by the Governing Body of the Municipality, and copies thereof distributed to prospective purchasers of the Bonds, in substantially the form attached hereto as **Attachment C**.

17. The Official Statement pertaining to the sale of the Bonds should be approved by the Governing Body and it is necessary and appropriate for the Governing Body to authorize the execution thereof.

18. It is necessary and appropriate for this Governing Body to approve the Continuing Disclosure Certificate attached to the Preliminary Official Statement and to authorize the execution thereof.

19. The Governing Body desires to approve and adopt the Post Issuance Compliance Procedures, in substantially the form attached hereto as **Attachment D**.

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

SECTION 1. Bond Resolution as Contract. In consideration of the purchase and acceptance of any and all of the Bonds by the Registered Owners thereof, this Bond Resolution shall constitute a contract between the Municipality and the Registered Owners from time to time of the Bonds. The pledge made herein and the covenants and agreements herein set forth to be performed on behalf of the Municipality shall be for the equal benefit, protection and security of the Registered Owners of any and all of the Bonds, all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank, without preference, priority or distinction.

SECTION 2. Engagement of Professionals. The Municipality desires to go forward with preparation for the issuance of the Bonds and in connection therewith, desires to approve the engagement of the law firm of Jones Walker L.L.P, Jackson, Mississippi, to serve as bond counsel in connection with the issuance of the Bonds and hereby authorizes and approves the engagement of Raymond James & Associates, Inc., St. Petersburg, Florida, to serve as the Underwriter for the Bonds.

SECTION 3. Authorization, Amount and Purpose. The Bonds are hereby authorized and directed to be issued in the maximum principal amount of Twenty Million Five Hundred Thousand Dollars (\$20,500,000) to raise money for the Refunding as authorized by the Act.

SECTION 4. Payments. Payments of interest on the Bonds shall be made to the Record Date Registered Owner, and payments of principal shall be made upon presentation and surrender thereof at the principal office of the Paying Agent to the Record Date Registered Owner in lawful money of the United States of America. Interest shall be paid on the principal amount of each Bond from the date of such Bond or from the most recent interest payment date to which interest has been paid at the rate of interest per annum set forth therein.

SECTION 5. Bond Details. The actual amount of the Bonds to be issued pursuant to this Bond Resolution shall be specified in the Bond Purchase Agreement, not to exceed the maximum aggregate principal amount authorized for the Bonds in this Bond Resolution. The Bonds shall be sold to the Purchaser in accordance with the requirements of Section 18 hereof. The Bonds shall be issued as fully registered bonds; shall be dated such date as is subsequently set out in the Bond Purchase Agreement; shall be in the denomination of \$5,000 each or any integral multiples thereof up to the amount of a single maturity; shall be numbered consecutively in numerical order from 1 upward; shall bear interest from the date thereof at the rates set out in the Bond Purchase Agreement authorized herein, payable semiannually on such dates in each year as are specified in the Bond Purchase Agreement, commencing on a date to be specified in the Bond Purchase Agreement; and shall mature, and become due and payable, subject to prior redemption as hereinafter provided, on the dates and in the years and principal amounts set out in the Bond Purchase Agreement.

SECTION 6. Redemption.

(a) Mandatory Sinking Fund Redemption for the Bonds. The Bonds may be subject to a mandatory sinking fund redemption by lot prior to their scheduled maturity on the dates and in the years and in the principal amounts set out in the Bond Purchase Agreement. If any Bonds are term bonds subject to mandatory sinking fund redemption, the redemption price will be one hundred percent (100%) of the principal amount redeemed plus accrued interest to the redemption date from amounts on deposit in the Bond Fund.

(b) Optional Redemption Provisions for the Bonds. The Bonds may be made subject to optional redemption, if so provided in the Bond Purchase Agreement, at the price or prices and on the dates specified in the Bond Purchase Agreement. Such Bonds may be made subject to redemption prior to their respective maturities at the option of the Municipality either in whole or in part on any date, with the maturities and principal amounts thereof to be determined by the Municipality, at the principal amount thereof together with accrued interest to the date fixed for redemption. Notice of each such redemption shall be mailed, postage prepaid, not less than thirty (30) days and not more than sixty (60) days prior to the redemption date, to all Registered Owners of the Bonds to be redeemed at their addresses as they appear on the registration books of the Municipality kept by the Paying Agent. If less than all of the outstanding Bonds of a maturity are to be redeemed, the particular Bonds to be redeemed shall be selected by the Paying Agent by lot or random selection in such manner as the Paying Agent shall deem fair and appropriate. As to any Bonds that are subject to the option of prior payment pursuant to the Bond Purchase Agreement, the Municipality may provide for the selection of portions of the principal of such Bonds (in integral multiples of \$5,000), and for all purposes of this Bond Resolution, all provisions relating to the redemption of Bonds shall relate, in the case of any Bond redeemed or to be redeemed only in part, to the portion of the principal of such Bond which has been or is to be redeemed.

SECTION 7. Bonds Registered as Obligations.

(a) Registration and Validation Certificate. When the Bonds shall have been validated and executed as herein provided, they shall be registered as an obligation of the Municipality in the office of the Clerk in a book maintained for that purpose, and the Clerk shall

cause to be imprinted upon or accompany the Bonds, over her manual or facsimile signature (or a facsimile thereof) and the seal of the Municipality (or a facsimile thereof), her certificate in substantially the form set out in Section 9 hereof.

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

(c) Delivery; Bond Transcript; Legal Opinion. The Bonds shall be delivered to the Purchaser upon payment of the purchase price therefor in accordance with the terms and conditions of the Bond Purchase Agreement, together with a complete certified transcript of the proceedings had and done in the matter of the authorization, issuance, sale and validation of the Bonds, and the final, unqualified approving opinion of Bond Counsel, which opinion shall be printed on or accompany each of the Bonds.

(d) Items Filed With Paying Agent. Prior to or simultaneously with the delivery by the Paying Agent of the Bonds, the Municipality shall file with the Paying 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 Bonds; and

(ii) an authorization to the Paying Agent, signed by the Clerk, to authenticate and deliver the Bonds to the Purchaser.

(e) Authentication. The Paying Agent acting through its officers, employees or agents, shall authenticate the Bonds upon receipt of the items listed above in paragraph (iv) of this Section and deliver them to the Purchaser thereof upon payment of the purchase price of the Bonds to the Municipality.

(f) Bond Certificates. Bond certificates, blank as to denomination, rate of interest, date of maturity and CUSIP number and sufficient in quantity in the judgment of the Municipality to meet the reasonable transfer and reissuance needs of the Bonds, may be printed and delivered to the Paying Agent in generally accepted form, and held by the Paying Agent until needed for transfer or reissuance, whereupon the Paying Agent shall imprint the appropriate information as to denomination, rate of interest, date of maturity and CUSIP number prior to the registration, authentication and delivery thereof to the transferee holder. The Paying Agent is hereby authorized upon the approval of the Governing Body to have printed from time to time as necessary additional certificates bearing the manual or facsimile seal of the Municipality and manual or facsimile signatures of the persons who were the officials of the Governing Body as of the date of original issue of the Bonds.

SECTION 8. Paying Agent.

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

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

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

(d) Change of Paying Agent. (i) A Paying Agent may at any time resign and be discharged of its duties and obligations as Paying Agent by giving at least sixty (60) days' written notice to the Municipality, and may be removed as Paying Agent at any time by resolution of the Governing Body delivered to the Paying Agent. The resolution shall specify the date on which such removal shall take effect and the name and address of the successor Paying Agent, and shall be transmitted to the Paying Agent being removed within a reasonable time prior to the effective date thereof; provided, however, that no resignation or removal of a Paying Agent shall become effective until a successor Paying Agent has been appointed pursuant to this Bond Resolution.

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

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

Agent shall deliver to its successor Paying Agent all records of account, registration records, lists of Registered Owners and all other records, documents and instruments relating to its duties as such Paying Agent.

(iv) Any successor Paying Agent appointed under the provisions hereof shall be a bank, trust company or national banking association having a combined capital and surplus of at least Twenty-Five Million Dollars (\$25,000,000), having Federal Deposit Insurance Corporation insurance of its accounts, duly authorized to exercise corporate trust powers and subject to examination by and in good standing with the federal and/or state regulatory authorities under the jurisdiction of which it falls.

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

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

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

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

(e) Successor Corporation or Association as Paying Agent. Any corporation or association into which a Paying Agent may be converted or merged, or with which it may be consolidated or to which it may sell or transfer its assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall be and become successor Paying Agent hereunder and vested with all the powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of either the Municipality or the successor Paying Agent, anything herein to the contrary notwithstanding, provided only that such successor Paying Agent shall be satisfactory to the Municipality and eligible under the provisions of Section 8 hereof.

SECTION 9. Bond Form. The Bonds shall be in substantially the following form, with such appropriate variations, omissions and insertions as are permitted or required by this Bond Resolution or as shall be approved by the officers of the Municipality executing the Bonds, with their execution of such Bonds to be conclusive evidence of such approval:

[BOND FORM]

UNITED STATES OF AMERICA

STATE OF MISSISSIPPI

CITY OF GULFPORT, MISSISSIPPI

GENERAL OBLIGATION REFUNDING BOND, SERIES 2014

NO. _____

\$ _____

Rate of Interest

Maturity Date

Dated Date

CUSIP

_____%

_____, ____

_____, 1, ____

Registered Owner:

Principal Amount:

DOLLARS

The City of Gulfport, in the State of Mississippi (the "Municipality"), 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 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, to the Registered Owner identified above, upon the presentation and surrender of this bond at the principal corporate trust office of _____, _____, Mississippi, or its successor, as paying agent (the "Paying Agent") for the General Obligation Refunding Bonds, Series 2014, of the Municipality (the "Bonds"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this bond shall be made to the Registered Owner hereof whose name shall appear in the registration books of the Municipality maintained by the Paying Agent, which will also serve as registrar and transfer agent for the Bonds, as of the 15th day of the calendar month preceding the maturity date hereof.

All capitalized terms not otherwise defined herein shall have the meaning set forth in the resolution authorizing and directing the issuance of the Bonds, (the "Bond Resolution").

The Municipality further promises to pay interest on such principal amount from the date of this bond (or, if this bond shall have been issued as a result of a transfer or exchange of another bond, from the most recent interest payment date to which interest on such transferred or exchanged bonds shall have been paid) at the rate of interest per annum set forth above, payable on _____, _____, and semiannually thereafter on _____ and _____ of each year, until said principal sum is paid, to the Registered Owner hereof whose name shall appear in the registration records of the Municipality maintained by the Paying Agent as of the fifteenth (15th) day of the calendar month preceding the applicable interest payment date.

Payments of principal of and interest on this bond shall be made by check or draft mailed on the date on which such principal and interest shall be due and payable (or, with respect to

principal, such later date on which this bond shall be presented and surrendered for payment as provided herein) to such Registered Owner at his address as it appears on such registration books. The Registered Owner hereof may change such address by written notice to the Paying Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the Paying Agent, such notice to be received by the Paying Agent not later than the fifteenth (15th) day of the calendar month preceding the applicable principal or interest payment date.

[The Bonds maturing on _____ 1, 20____, are term bonds subject to mandatory sinking fund redemption by lot prior to their scheduled maturity on _____ of the years listed below at a redemption price of one hundred percent (100%) of the principal amount redeemed plus accrued interest to the redemption date in accordance with the following schedule:

YEAR

PRINCIPAL AMOUNT

*Final Maturity

Bonds maturing after _____ 1, 20____, are subject to redemption prior to their respective maturities at the option of the Municipality on and after _____ 1, 20____, in whole or in part on any date, and by lot within each maturity, with the maturities and principal amounts thereof to be determined by the Municipality, at the principal amount thereof together with accrued interest to the date fixed for redemption. If less than all of the outstanding Bonds of a maturity are to be redeemed, the particular Bonds to be redeemed shall be selected by the Paying Agent by lot or random selection in such manner as it shall deem fair and appropriate. The Municipality may provide for the selection of portions of the principal of Bonds (in integral multiples of \$5,000), and for all purposes of this bond and the Bond Resolution (as hereinafter defined), all provisions relating to the redemption of Bonds shall relate, in the case of any Bond redeemed or to be redeemed only in part, to the portion of the principal of such Bond which has been or is to be redeemed. Notice of each such redemption shall be mailed, postage prepaid, not less than thirty (30) days and not more than sixty (60) days prior to the redemption date, to all Registered Owners of the Bonds to be redeemed.]

This Bond is issued under the authority of the Constitution and statutes of the State of Mississippi, including Sections 31-27-1 through 31-27-25, Mississippi Code of 1972, as amended (the "Act"), and by the further authority of proceedings duly had by the City Council of the Municipality, including the Bond Resolution.

This Bond is one of a series of bonds of like date of original issue, tenor and effect, except as to denomination, number, rate of interest and date of maturity, issued by the Municipality in the aggregate authorized principal amount of _____ Dollars (\$ _____) to **raise** money for the purpose of _____, and paying the related costs of the issuance, sale and delivery of the Bonds and of the redemption of the Refunded Bonds.

The Bonds are registered as to both principal and interest, and are to be issued or reissued in the denomination of \$5,000 each, or integral multiples thereof up to the amount of a single maturity.

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

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

The Bonds shall be general obligations of the Municipality payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually, to the extent necessary, without limitation as to rate or amount upon all the taxable property within the geographical limits of the Municipality. To the extent necessary, a special tax upon all taxable property within the geographical limits of the Municipality shall be levied annually as required by law, which tax, together with any other moneys available for such purpose, shall be adequate and sufficient to provide for the payment of the principal of and the interest on the Bonds as the same comes due.

This 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 Paying Agent, acting through its officers, employees or agents.

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

IN WITNESS WHEREOF, the Municipality has caused this Bond to be executed in its name by the manual or facsimile signature of the Mayor of the Municipality, countersigned by the manual or facsimile signature of the City Clerk of the Municipality, under the facsimile seal of the Municipality, which said facsimile signatures said officials adopt as and for their own proper signatures, all as of the ____ day of _____, 20__.

CITY OF GULFPORT, MISSISSIPPI

Mayor

COUNTERSIGNED:

City Clerk

(SEAL)

There shall be printed on or accompany the Bonds a registration and authentication certificate in substantially the following form:

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned Bond Resolution and is one of the General Obligation Refunding Bonds, Series 2014, of the City of Gulfport, Mississippi.

_____, Mississippi,
as Paying Agent

Authorized Signature

Date of Registration and Authentication: _____

There shall be printed on or accompany the Bonds a registration and validation certificate and an assignment form in substantially the following form:

REGISTRATION AND VALIDATION CERTIFICATE

STATE OF MISSISSIPPI
COUNTY OF HARRISON

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

(SEAL)

City Clerk

ASSIGNMENT

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

(Name and Address of Assignee)
the within Bond and does hereby irrevocably constitute and appoint

as Paying Agent to transfer the said bond on the records kept for registration thereof with full power of substitution in the premises.

Signature guaranteed:

(Bank, Trust Company or Paying Agent)

(Authorized Signatory)

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

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

Date of Assignment: _____

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

[END OF BOND FORM]

SECTION 10. Replacement of Bond Certificates. In case any Bond shall become mutilated or be stolen, destroyed or lost, the Municipality shall, if not then prohibited by law, cause to be authenticated and delivered a new Bond of like date, number, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated Bond, or in lieu of and in substitution for such Bond stolen, destroyed or lost, upon the Registered Owner's paying the reasonable expenses and charges of the Municipality in connection therewith, and in case of a Bond stolen, destroyed or lost, his filing with the Municipality or the Paying Agent evidence satisfactory to them that such Bond was stolen, destroyed or lost, and of his ownership thereof, and furnishing the Municipality or the Paying Agent with such security or indemnity as may be required by law or by them to save each of them harmless from all risks incurred in connection with issuing a new Bond in replacement or substitution thereof, however remote.

SECTION 11. Security for Payment. For the purpose of effectuating and providing for the payment of the principal of and interest on the Bonds as the same shall respectively mature and accrue to the extent other moneys are not available (including for this purpose any advancement of maturity pursuant to a mandatory sinking fund payment), there shall be and is hereby levied, to the extent necessary, a direct, continuing special tax upon all of the taxable property within the geographical limits of the Municipality, which tax, together with any other moneys available for such purpose, shall be adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, and taking into account any other moneys available for such purposes, to produce sums required for the payment of the principal of and the interest on the Bonds (including for this purpose any advancement of maturity pursuant to a mandatory sinking fund payment). Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes for the Municipality 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 rate or amount. The avails of said tax are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as the same shall respectively mature and accrue. Should there be a failure in any year to comply with the requirements of this section, such failure shall not impair the right of the Registered Owners of any of the Bonds in any subsequent year to have adequate taxes levied and collected to meet the obligations of the Bonds, both as to principal and interest.

SECTION 12. Certificate of Registration and Authentication. Only such of the Bonds as shall have endorsed thereon a certificate of registration and authentication in substantially the form hereinabove set forth, duly executed by the appropriate Paying Agent, shall be entitled to the rights, benefits and security of this Bond Resolution. No Bond shall be valid or obligatory for any purpose unless and until such certificate of registration and authentication shall have been duly executed by the Paying Agent, which executed certificate shall be conclusive evidence of registration, authentication and delivery under this Bond Resolution. The Paying Agent's certificate of registration and authentication on any Bond shall be deemed to have been duly executed if signed by an authorized signatory of the Paying Agent, but it shall not be necessary that the same signatory sign said certificate on all of the Bonds that may be issued hereunder at any one time.

SECTION 13. Registration. (a) Initial Registration, Bonds. In the event the Purchaser shall fail to designate the names, addresses and social security or tax identification numbers of the Registered Owners of the Bonds within thirty (30) days of the date of execution of the Bond Purchase Agreement, or at such other later date as may be designated by the Municipality, one Bond registered in the name of the Purchaser may be issued in the full amount of each maturity of the Bonds. Ownership of the Bonds shall be in the Purchaser until the initial Registered Owner has made timely payment and, upon request of the Purchaser within a reasonable time of the initial delivery of the Bonds, the Paying Agent shall re-register any such Bond upon its books in the name of the Registered Owner to be designated by the Purchaser in the event timely payment has not been made by the initial Registered Owner.

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

SECTION 14. Transfers. (a) Method. Each Bond shall be transferable only in the records of the Municipality upon surrender thereof at the office of the Paying Agent, together with a written instrument of transfer satisfactory to the Paying Agent duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the transfer of any Bond, the Municipality, acting through its Paying Agent, shall issue in the name of the transferee a new Bond or Bonds of the same aggregate principal amount and maturity and rate of interest as the surrendered Bond or Bonds.

(b) Paying Agent to Transfer in Accordance with Bond Resolution. In all cases in which the privilege of transferring Bonds is exercised, the Paying Agent, acting through its officers, employees or agents, shall authenticate and deliver Bonds in accordance with the provisions of this Bond Resolution.

(c) Expenses of Transfer. The Municipality or the Paying Agent may require payment by the Registered Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer of Bonds. All other expenses incurred by the Municipality or the Paying Agent in connection with any transfer of Bonds shall be paid by the Municipality.

SECTION 15. Bond Fund. (a) Establishment. The Municipality shall maintain with a qualified depository thereof a Bond Fund in the name of the Municipality for the payment of the principal of and interest on the Bonds (including for this purpose any advancement of maturity pursuant to a mandatory sinking fund payment), and the payment of Paying Agents' fees in connection therewith. There shall be deposited into the Bond Fund as and when received:

- (i) the accrued interest, if any, received upon delivery of the Bonds;

(ii) the avails of any of the ad valorem taxes levied and collected pursuant to Section 11 hereof;

(iii) any income received from investment of moneys in the Bond Fund; and

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

(b) Payments from Bond Fund. As long as any principal of and interest on the Bonds remains outstanding, the Municipality shall, and the Clerk is hereby irrevocable authorized and directed to, withdraw from the Bond Fund sufficient monies to make the payments herein provided for and transfer same to the account of the Paying Agent in time to reach said Paying Agent prior to the date on which said interest or principal and interest shall become due, and in accordance with any statutory requirements.

(c) Bond Fund Options. Notwithstanding anything herein to the contrary, the Municipality, at its option, may maintain one bond fund for all general obligation bonds of the Municipality, or as many as it shall deem to be appropriate. In such event, the Bond Fund shall be deemed to refer to such bond fund.

SECTION 16. Payments. (a) Payments of Principal. Payment of principal on the Bonds shall be made, upon presentation and surrender of the Bonds at the principal office of the appropriate Paying Agent, to the Record Date Registered Owner thereof whose name shall appear in the registration records of the Municipality maintained by the Paying Agent as of the Record Date.

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

(c) Method of Payment; Change of Address. Principal of and interest on the Bonds shall be paid by check or draft delivered directly to or mailed on the date on which principal and interest shall be due and payable (or, with respect to principal, such later date on which any Bond shall be presented and surrendered for payment as provided herein) to Registered Owners at the addresses appearing in the registration records of the Paying Agent. Any such address may be changed by written notice from the Registered Owner to the Paying Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the Paying Agent, such notice to be received by the Paying Agent not later than the 15th day of the calendar month preceding the applicable principal or interest payment date to be effective as of such date.

SECTION 17. Bonds, Use of Proceeds. Upon initial delivery of the Bonds, the proceeds of the sale thereof shall be deposited as follows:

(a) Accrued Interest. The interest accrued on the Bonds from the dated date thereof to the date of delivery thereof, if any, shall be deposited into the Bond Fund.

(b) Payment of 2000 Promissory Note. Such amount as shall be sufficient to pay in full the 2000 Promissory Note shall be paid to the 2000 Promissory Note Paying Agent.

(c) Payment of 2001 Promissory Notes. Such amount as shall be sufficient to pay in full the 2001 Promissory Notes shall be paid to the 2001 Promissory Note Paying Agent.

(d) Refunding of Series 1998 Refunded Bonds. Such amount as shall be sufficient to accomplish the refunding of the Series 1998 Refunded Bonds shall be paid to the Series 1998 Paying Agent to provide for the payment, call and redemption of the Series 1998 Refunded Bonds as soon as practical after the issuance of the Bonds.

(e) Refunding of Series 2003 Refunded Bonds. Such amount as shall be sufficient to accomplish the refunding of the Series 2003 Refunded Bonds shall be paid to the Series 2003 Paying Agent to provide for the payment, call and redemption of the Series 2003 Refunded Bonds as soon as practical after the issuance of the Bonds.

(f) Refunding of Series 2005/2007 Refunded Bonds. Such amount as shall be sufficient to accomplish the refunding of the Series 2005 Refunded Bonds and the Series 2007 Refunded Bonds shall be paid over to the Escrow Agent for deposit into the Escrow Fund to provide for the payment, call and redemption of the Series 2005 Refunded Bonds on March 1, 2015 and for the payment, call and redemption of the Series 2007 Refunded Bonds on November 1, 2014.

(g) Costs of Issuance. The remaining moneys shall be deposited into the Costs of Issuance Fund. From such Costs of Issuance Fund there shall next be paid the costs, fees and expenses incurred by the Municipality in connection with the authorization, issuance, sale, validation and delivery of the Bonds and the Refunding. Any moneys remaining in the Costs of Issuance Fund after the purpose thereof has been satisfied shall be deposited into the Bond Fund.

SECTION 18. Bond Purchase Agreement. The form of the Bond Purchase Agreement attached hereto as **Attachment A** is hereby approved, and the Mayor is authorized to execute and deliver the Bond Purchase Agreement for and on behalf of the Municipality, with such completions, changes, insertions and modifications as shall be approved by the Municipality and the Purchaser, the execution thereof by the Mayor to be conclusive evidence of such approval, provided that: (a) the Bonds shall be sold at a price which results in net present value debt service savings to the Municipality of not less than two percent (2%) of the par amount of the Refunded Bonds, (b) the aggregate principal amount of the Bonds shall not exceed Twenty Million Five Hundred Thousand Dollars (\$20,500,000), (c) no interest rate shall exceed Eleven Percent (11.0%), and (d) the Bond Purchase Agreement shall be executed within one hundred eighty (180) days of the date of adoption of this Bond Resolution.

SECTION 19. Escrow Agreement. The Escrow Agreement attached hereto as **Attachment B** is hereby approved, and the Mayor and Clerk are hereby authorized, if such officers determine same to be necessary or appropriate, to execute and deliver the Escrow Agreement for and on behalf of the Municipality, in substantially the form attached hereto as **Attachment B**, with such completions, changes, modifications and insertions as shall be

approved by the officers of the Municipality executing the Escrow Agreement, with the execution of the Escrow Agreement by such officers to be conclusive evidence of such approval.

The Escrow Agent is hereby authorized to invest moneys in the Escrow Fund in Government Obligations upon execution of the Escrow Agreement.

SECTION 20. Validation. The Bonds shall be submitted for validation as provided by Chapter 13, Title 31, Mississippi Code of 1972, and to that end the Clerk is hereby directed to make up a transcript of all legal papers and proceedings relating to the Bonds and to certify and forward the same to the State's Bond Attorney for the institution of validation proceedings.

SECTION 21. Events of Default; Remedies. An "Event of Default" as used in this Bond Resolution shall mean any of the following: (1) failure to pay the principal of, premium, if any, or interest on any of the Bonds when such payments shall become due; (2) failure to comply with any other of the covenants of the Municipality set out in this Bond Resolution and the continuation thereof for thirty (30) days after written notice specifying such failure shall have been given to the Municipality by any Bondholder; or (3) filing by the Municipality of a petition under federal bankruptcy laws or a petition seeking composition of indebtedness under any other applicable federal or state laws. Notwithstanding the foregoing, the Municipality's noncompliance with its obligations under Section 33 hereof and the Continuing Disclosure Certificate shall not constitute an Event of Default within the meaning of this Section.

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

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

SECTION 22. Preliminary Official Statement. The Governing Body hereby approves the Preliminary Official Statement pertaining to the sale of the Bonds, and the distribution of said Preliminary Official Statement is hereby authorized in substantially the form attached hereto, as **Attachment C.**

SECTION 23. Official Statement. (a) The Governing Body hereby approves and adopts the Official Statement pertaining to the sale of the Bonds in substantially the form of the Preliminary Official Statement with such completions, changes, insertions, and modifications as

shall be approved by the officers of the Municipality executing and delivering the same, the execution thereof by such officers to be conclusive evidence of such approval.

(b) The Governing Body hereby approves the execution by the Mayor and the City Clerk of the Official Statement for and on behalf of this Governing Body, and the distribution of such Official Statement pertaining to the sale of the Bonds is hereby approved.

SECTION 24. Continuing Disclosure Certificate. The Governing Body hereby approves and adopts the Continuing Disclosure Certificate attached to the Preliminary Official Statement, and approves and authorizes the execution of said Continuing Disclosure Certificate by the City Clerk of the Municipality for and on behalf of the Municipality in substantially the form attached to the Preliminary Official Statement, with such completions, changes, insertions, and modifications as shall be approved by the officer of the Municipality executing and delivering the same, the execution thereof to be conclusive evidence of such approval.

SECTION 25. Book-Entry Only System. Notwithstanding anything herein to the contrary, the Bonds shall be initially issued in the form of a separate, single and fully registered Bond for each of the maturities thereof. In such case, upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC, and except as provided in Section 26 hereof, all of the outstanding Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the Bond Register in the name of Cede & Co., as nominee of DTC, the Municipal and the Paying Agent shall have no responsibility or obligation to any participant for whom DTC is a security depository nominee ("DTC participants") or to any Person on behalf of whom such a DTC participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Municipality and the Paying Agent shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co. or any DTC participant with respect to any ownership interest in the Bonds, (b) the delivery to any DTC participant or any other Person, other than a Registered Owner, as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, or (c) the payment to any DTC participant or any other Person, other than a Registered Owner, as shown in the Bond Register, of any amount with respect to principal of, premium, if any, or interest on, the Bonds. Notwithstanding any other provision of this Bond Resolution to the contrary, the Municipal and the Paying Agent shall be entitled to treat and consider the Person in whose name each Bond is registered in the Bond Register as the absolute owner of such Bond for the purpose of payment of principal, premium, if any, and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent, shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Registered Owners, as shown in the Bond Register as provided in this Bond Resolution, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Municipality's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Bond Register, shall receive a Bond certificate evidencing the obligation of the Municipality to make payments of principal, premium, if any, and interest pursuant to this Bond Resolution.

Upon delivery by DTC to the Paying Agent of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Bond Resolution with respect to interest checks or drafts being mailed to the Registered Owner at the close of business on the Record Date, the words — "Cede & Co." in this Bond Resolution shall refer to such new nominees of DTC.

SECTION 26. Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Municipality and the Paying Agent determine that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter or that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Municipality and the Paying Agent shall (a) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC participants of the appointment of such successor securities depository and transfer one or more separate Bond certificates to such successor securities depository or (b) notify DTC and DTC participants of the availability through DTC of Bond certificates and transfer one or more separate Bond certificates to DTC participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Bond Resolution.

SECTION 27. Payments and Notices to Cede & Co. Notwithstanding any other provision of this Bond Resolution to the contrary, so long as any of the Bonds is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

SECTION 28. Redemption of the Series 1998 Refunded Bonds. (a) The Municipality, subject to issuance of the Bonds for this purpose, shall call the Series 1998 Refunded Bonds for redemption as soon as practical after issuance of the Bonds, at a price of par plus accrued interest to the date of redemption.

(b) Upon issuance and delivery of the Bonds, notice of such redemption shall be given at the times and in the manner required by the Series 1998 Bond Resolution.

SECTION 29. Redemption of the Series 2003 Refunded Bonds. (a) The Municipality, subject to issuance of the Bonds for this purpose, shall call the Series 2003 Refunded Bonds for redemption as soon as practical after issuance of the Bonds, at a price of par plus accrued interest to the date of redemption.

(b) Upon issuance and delivery of the Bonds, notice of such redemption shall be given at the times and in the manner required by the Series 2003 Bond Resolution.

SECTION 30. Redemption of the Series 2005 Refunded Bonds. (a) The Municipality, subject to issuance of the Bonds for this purpose, shall call the Series 2005 Refunded Bonds for redemption on March 1, 2015, at a price of par plus accrued interest to the date of redemption.

(b) Upon issuance and delivery of the Bonds, notice of such redemption shall be given at the times and in the manner required by the Series 2005 Bond Resolution and by the Escrow Agreement.

SECTION 31. Redemption of the Series 2007 Refunded Bonds. (a) The Municipality, subject to issuance of the Bonds for this purpose, shall call the Series 2007 Refunded Bonds for redemption on November 1, 2014, at a price of par plus accrued interest to the date of redemption.

(b) Upon issuance and delivery of the Bonds, notice of such redemption shall be given at the times and in the manner required by the Series 2007 Bond Resolution and by the Escrow Agreement.

SECTION 32. Continuing Disclosure. The Municipality hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Bond Resolution, failure of the Municipality to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default pursuant to Section 21 hereof; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Municipality to comply with its obligations under this Section.

SECTION 33. Non-Arbitrage Bond Covenants; Non-arbitrage and Federal Tax Certificate. (a) The Municipality covenants and certifies to and for the benefit of the owners of the Bonds that it will neither take any action nor omit to take any action nor make any investment or use of the proceeds from the issue and sale of the Bonds, including amounts treated as proceeds, if any, which will cause the Bonds to be classified as arbitrage bonds within the meaning of Section 148 of the Code, and any regulations thereunder as such may be applicable to the Bonds, at the time of such action, investment or use.

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

(ii) In order to effectuate the foregoing covenants, the Municipality hereby covenants and certifies that: (A) prior to delivery of the Bonds, it shall have received written instructions from nationally recognized bond counsel with respect to specific actions which will, under Subsection 148(f) and such regulations as may have been promulgated prior to delivery of the Bonds, assure compliance with such covenants; and (B) the Municipality shall comply with such instructions until the Municipality shall have received from nationally recognized bond

counsel written advice that continued compliance with such instructions is not necessary in order to avoid adversely affecting the tax-exempt status of the Bonds or alternative written instructions with respect to certain actions which will assure compliance with the covenants set forth above, in which event the Municipality shall thereafter comply with all such alternative instructions.

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

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

(e) The Mayor and/or Clerk are hereby authorized to execute a "non-arbitrage and federal tax certificate" in connection with the sale and delivery of the Bonds, setting forth the reasonable expectations of the Municipality with respect to the investment and use of proceeds of the Bonds, of the Projects, and also setting forth certain covenants, stipulations and certifications with respect to the investment and expenditures of the proceeds of the Bonds, and the Municipality shall comply with all certifications, stipulations and covenants set forth in such certificates. In addition, such officials are authorized to make such elections on behalf of the Municipality as are necessary or appropriate under the Code or the Subsection 148(f) Regulations.

SECTION 34. Private Activity Bond Covenants; Tax Covenants. (a) The Municipality shall take such actions as may be necessary in order to assure that the Bonds are not private activity bonds within the meaning of Section 141 of the Code.

(b) None of the 2000 Promissory Note, the 2001 Promissory Note, the Series 1998 Bonds, the Series 2003 Bonds, the Series 2005 Bonds and the Series 2007 Bonds were, are or will be, and none of the Bonds were, are or will be, private activity bonds as such term is defined in the Code.

(c) No more than 10% of the proceeds of either the 2000 Promissory Note, the 2001 Promissory Note, the Series 1998 Bonds, the Series 2003 Bonds, the Series 2005 Bonds and the Series 2007 Bonds have been or will be, and no more than 10% of the proceeds of the Bonds will be, "used" (within the meaning of Section 141 of the Code), directly or indirectly, in a "trade or business" (within the meaning of Section 141 of the Code and including any activity carried on by any person other than a natural person) carried on by any person other than a "governmental unit" (within the meaning of Section 141 of the Code and specifically excluding the United States of America or any agency or instrumentality thereof).

(d) No more than 10% of the Projects has been or will be "used," directly or indirectly, in a "trade or business" carried on by any person or entity other than a "governmental unit". No more than 10% of any property with respect to which all or any part of the proceeds of the Bonds will be "used", directly or indirectly, in a "trade or business" carried on by any person other than a "governmental unit".

(e) None of the proceeds of the 2000 Promissory Note, the 2001 Promissory Note, the Series 1998 Bonds, the Series 2003 Bonds, the Series 2005 Bonds and the Series 2007 Bonds have been or will be used for any "private business use" (within the meaning of Section 141 of the Code) which is not related to the "governmental use" (within the meaning of Section 141 of the Code) of such proceeds. None of the proceeds of the Bonds will be "used" for any "private business use" which is not related to the "governmental use" of such proceeds.

(f) The amount, if any, of the proceeds of the 2000 Promissory Note, the 2001 Promissory Note, the Series 1998 Bonds, the Series 2003 Bonds, the Series 2005 Bonds and the Series 2007 Bonds have been or will be used with respect to any "private business use" which was or is related to a "governmental use" of such proceeds has not exceeded and will not exceed the amount of such proceeds used for the "governmental use" to which such "private business use" relates (or related). The amount, if any, of the proceeds of the Bonds used with respect to any "private business use" which is related to a "governmental use" of such proceeds of the Bonds will not exceed the amount of such proceeds used for the "governmental use" to which such "private business use" relates.

(g) None of the proceeds of the 2000 Promissory Note, the 2001 Promissory Note, the Series 1998 Bonds, the Series 2003 Bonds, the Series 2005 Bonds and the Series 2007 Bonds have been or will be, and none of the proceeds of the Bonds will be, used to make or finance loans for persons other than "governmental units."

(h) The payment of the principal of or the interest on the 2000 Promissory Note, the 2001 Promissory Note, the Series 1998 Bonds, the Series 2003 Bonds, the Series 2005 Bonds and the Series 2007 Bonds has not been and will not be (under the terms of the 2000 Promissory Note, the 2001 Promissory Note, the Series 1998 Bonds, the Series 2003 Bonds, the Series 2005 Bonds and the Series 2007 Bonds or any underlying arrangement) directly or indirectly "secured" (within the meaning of Section 141 of the Code) by any interest in property used or to be used in a "private business use" or payments in respect to such property or to be derived from payments (whether or not to the Municipality) in respect of property or borrowed money used or to be used for a "private business use". In no event will the payment of the principal of or the interest on more than 10% of the Bonds be (under the terms of the Bonds or any underlying arrangement) directly or indirectly secured (within the meaning of Section 141 of the Code) by any interest in property used or to be used in a "private business use" or payments in respect to such property or to be derived from payments (whether or not to the Municipality) in respect of property or borrowed money used or to be used for a "private business use". No party (other than a "governmental unit") which shall use all or any part of the property with respect to which all or any part of the proceeds of the 2000 Promissory Note, the 2001 Promissory Note, the Series 1998 Bonds, the Series 2003 Bonds, the Series 2005 Bonds and the Series 2007 Bonds have been or will be expended or with respect to which all or any part of the proceeds of the Bonds are or will be expended shall make any payments to the Municipality (other than normal

and customary taxes due and payable to the Municipality and normal and customary user fees due and payable from use as members of the general public) which are in any way related to any property with respect to which the proceeds of the 2000 Promissory Note, the 2001 Promissory Note, the Series 1998 Bonds, the Series 2003 Bonds, the Series 2005 Bonds and the Series 2007 Bonds or the proceeds of the Bonds have been or will be expended or in any other way related to the 2000 Promissory Note, the 2001 Promissory Note, the Series 1998 Bonds, the Series 2003 Bonds, the Series 2005 Bonds and the Series 2007 Bonds, or the Bonds, if the aggregate of all such payments from all such private parties shall in any year equal or exceed 10% of principal of or interest on the Bonds payable during such year, unless the Municipality shall have received an opinion of nationally recognized bond counsel to the effect that receipt of such payments will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes.

(i) The Municipality covenants and certifies that there are no other obligations heretofore issued or to be issued by or on behalf of any state, territory or possession of the United States of America, or political subdivision of any of the foregoing, or of the District of Columbia, by or for the benefit of the Municipality, which (1) were or are to be sold at substantially the same time as the Bonds, (2) were or are to be sold pursuant to the same plan of financing as the financing plan for the Bonds, and (3) are payable directly or indirectly by the Municipality or from the source from which the Bonds are payable. The Municipality covenants and certifies that there are no additional facts or circumstances which may further evidence that the Bonds are part of any other issue of obligations.

(j) No payment of principal of or interest on the 2000 Promissory Note, the 2001 Promissory Note, the Series 1998 Bonds, the Series 2003 Bonds, the Series 2005 Bonds and the Series 2007 Bonds has been or will be, and no payment of principal of or interest on the Bonds is or will be, guaranteed (in whole or in part, directly or indirectly) by the United States of America, or any agency or instrumentality thereof or any entity with statutory authority to borrow from the United States of America. None of the proceeds of the 2000 Promissory Note, the 2001 Promissory Note, the Series 1998 Bonds, the Series 2003 Bonds, the Series 2005 Bonds and the Series 2007 Bonds have been or will be, and none of the proceeds of the Bonds will be: (1) used to make loans, the payment of principal of or interest on which is or will be guaranteed (in whole or in part, directly or indirectly) by the United States of America or any agency or instrumentality thereof or any entity with statutory authority to borrow from the United States of America; or (2) invested (directly or indirectly) in any deposit or account which is insured under federal law by the Federal Deposit Insurance Corporation, the National Credit Union Administration or any similar federally chartered corporation other than: (A) the investment of the proceeds of the 2000 Promissory Note, the 2001 Promissory Note, the Series 1998 Bonds, the Series 2003 Bonds, the Series 2005 Bonds and the Series 2007 Bonds and the Bonds for initial temporary periods (within the meaning of subparagraph 3(B) of Subsection 149(b) of the Code) until such proceeds were or are needed for these purposes for which the 2000 Promissory Note, the 2001 Promissory Note, the Series 1998 Bonds, the Series 2003 Bonds, the Series 2005 Bonds and the Series 2007 Bonds were issued and the purpose for which the Bonds are being issued; (B) investments of a bona fide debt service fund (within the meaning of subparagraph 3(B) of Subsection 149(b) of the Code); (C) investments of a reserve which meets the requirements of Subsection 148(d) of the Code; (D) investments in bonds issued by the United States Treasury;

or (E) other investments permitted under regulations promulgated by the Internal Revenue Service pursuant to Subsection 149(b) of the Code.

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

SECTION 35. When Computations, Deposits or Rebate Payments Are Not Required. In the event it is determined the Bonds do not meet the requirements of paragraph (4) of Subsection 148(f), but in the event the Municipality receives an opinion of nationally recognized bond counsel to the effect that any of the computations, deposits or payments referenced in Sections 33 and 34 herein are not required to be made in order to maintain the tax-exempt status of interest on the Bonds, the Municipality need not make such computations, deposits or payments.

SECTION 36. Covenant Regarding Hedge Bonds. The Municipality reasonably expects that not less than eighty-five percent (85%) of the spendable proceeds of the Bonds, will be used to carry out the governmental purposes of the Bonds, within a three-year period beginning on the date of issuance of the Bonds. No more than fifty percent (50%) of the proceeds of the Bonds will be invested in nonpurpose investments (as defined in Section 148(f)(6)(A) of the Code) having a substantially guaranteed yield for four years or more.

SECTION 37. Payments Due on Days Other Than Business Days. In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bonds, or the date on which any funds are required to be deposited into a fund pursuant hereto, shall be in the city in which the principal office of the Paying Agent is located a day other than a Business Day, then payment of interest or principal need not be made on such date but shall be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

SECTION 38. Post Issuance Compliance Procedures. The Municipality hereby approves and adopts the Post Issuance Compliance Procedures in substantially the form attached hereto, as **Attachment D**.

SECTION 39. Ratings and Bond Insurance Authorized. The Mayor is hereby authorized to execute a commitment for bond insurance and to do such other things and take such other actions as may be necessary to obtain such insurance for the Bonds if such official determines that obtaining such insurance will result in the realization of greater savings in connection with the issuance of the Bonds. Such bond insurance may be obtained or not obtained within the discretion of such official. The provisions of the Bond Insurance Policy (if any) and the municipal bond insurance commitment pertaining thereto, together with any attachments and documents referenced therein, as long as the Bond Insurance Policy remains outstanding and the Bond Insurer has not failed to comply with its payment obligations thereunder and notwithstanding

anything contained in this Bond Resolution to the contrary, shall govern and are made a part of this Bond Resolution as though set forth in full herein. In addition to all notices and reporting requirements specifically set forth herein, the Bond Insurer shall be provided with such additional information as the Bond Insurer may reasonably request from time to time. The Bonds are issued subject to certain requirements and covenants set forth in the Bond Resolution, including without limitation those requirements and covenants pertaining to bond insurance, if any, for the Bonds.

The Mayor is hereby authorized to obtain a bond rating or ratings with regard to the sale of the Bonds, and to execute such documents and to do such other things and take such other actions as may be necessary with regard thereto, if such official determines that obtaining such rating or ratings will result in a net savings with regard to the sale of the Bonds.

SECTION 40. Modification or Amendment. (a) No material modification or amendment of this Bond Resolution, or of any resolution amendatory hereof or supplemental hereto, may be made without the consent in writing of the Holders of two-thirds or more in principal amount of the Bonds then outstanding; provided, however, that no modification or amendment shall permit a change in the maturity of the Bonds or a reduction in the rate of interest thereon, or affect the unconditional promise of the Municipality to levy taxes in an amount sufficient to pay the interest and principal on the Bonds, as the same mature and become due, or reduce such percentage of Holders of the Bonds required above for such modification or amendment without the consent of the Holders of all of the Bonds.

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

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

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

(3) to subject to the pledge herein contained additional revenues or receipts.

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

SECTION 41. Severability; Ministerial Changes. (a) If any section, paragraph, clause or provision of this Bond Resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provision hereof.

(b) In the event the Bonds are delivered in a year other than is shown as the year identifying the series of the Bonds, then the year identifying the series of the Bonds shall be changed to the year of delivery thereof.

SECTION 42. Repealer; Effective Date. All orders, resolutions or proceedings of the Governing Body in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict. For cause, this Bond Resolution shall become effective upon the adoption hereof.

Councilmember _____ made the motion to adopt the foregoing Resolution and Councilmember _____ seconded the motion to adopt the foregoing Resolution, and the vote thereupon was as follows:

AYES

NAYS

ABSENT

WHEREUPON, the president declared the Resolution adopted, the is the _____ day of _____, 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2014.

BILLY HEWES, MAYOR

ATTACHMENT A

Bond Purchase Agreement

ATTACHMENT B

Escrow Agreement

ATTACHMENT C
Preliminary Official Statement

ATTACHMENT D
Post Issuance Compliance Procedures

BOND TRANSCRIPT CERTIFICATE

STATE OF MISSISSIPPI HARRISON COUNTY

I, Scott Wilson, the duly qualified and acting Director of Finance/City Clerk of the City of Gulfport, Mississippi (the "Municipality"), hereby certify that the following persons have constituted the duly qualified and acting members of the City Council of the Municipality at all times relative to the proceedings pertaining to the issuance of the General Obligation Refunding Bonds, Series 2014 of the Municipality in the maximum aggregate principal amount of Twenty Million Five Hundred Thousand Dollars (\$20,500,000) (the "Bonds"), to wit: Kenneth L. Casey, Sr., Ricky Dombrowski, Robert 'R. Lee' Flowers, Ella Holmes-Hines, Cara L. Pucheu, Myles Sharp, and F.B. 'Rusty' Walker, IV.

I further certify that Billy Hewes was the duly qualified and acting Mayor of the Municipality and Ricky Dombrowski was the duly qualified and acting President of the City Council of the Municipality at all times relative to the proceedings pertaining to the issuance of the Bonds.

I further certify that the time set for holding regular meetings of the City Council (the "Governing Body") as set by its order is on the first and third Tuesday of each month (unless the first (1st) Tuesday of the month falls on the first day of the month) at 1:30 o'clock p.m, unless otherwise specified by the Governing Body.

I hereby certify that the attached and foregoing pages included in this bond transcript constitute a full, true and complete transcript of all of the proceedings of the Governing Body which relate to and/or affect the issuance and sale of negotiable interest-bearing Bonds.

I further certify that this transcript includes all legal papers pertaining to the issuance of the Bonds, including excerpts of minutes of meetings of the Governing Body, resolutions and proofs of publication, all of which are on file in my office in the City Hall.

I further certify that none of these proceedings or resolutions of the Governing Body in the matter of the issuance and sale of the Bonds have been amended, modified, vacated or rescinded in any manner, except as may be indicated; that all resolutions contained herein have been submitted to and approved by the Mayor of the Municipality; and that no appeal has been taken from any of the actions of the Governing Body in connection with said matter.

I further certify that there is no litigation now pending or threatened in any way involving the issuance and sale of the Bonds.

WITNESS MY SIGNATURE AND THE OFFICIAL SEAL OF THE CITY OF
GULFPORT, MISSISSIPPI, this the _____ day of _____, 2014.

CITY OF GULFPORT, MISSISSIPPI

Scott Wilson, Director of Finance/City Clerk
City of Gulfport, Mississippi

SUBMITTED TO AND APPROVED BY:

Billy Hewes, Mayor

(SEAL)

\$ _____
**CITY OF GULFPORT, MISSISSIPPI
GENERAL OBLIGATION REFUNDING BONDS
SERIES 2014**

Date: _____, 2014

BOND PURCHASE AGREEMENT

City of Gulfport, Mississippi
2309 15th Street
P. O. Box 1780
Gulfport, Mississippi 39502-1780

Raymond James & Associates, Inc. (the "Underwriter"), offers to enter into this Bond Purchase Agreement (this "Agreement") with the City of Gulfport, Mississippi (the "Municipality"), which, upon the Municipality's acceptance, will be binding upon the Municipality and the Underwriter. This offer is made subject to acceptance by the Municipality at or prior to the end of the day Central Time on the date hereof and, if not so accepted, will be subject to withdrawal by the Underwriter upon written notice delivered to the Municipality by the Underwriter at any time prior to acceptance by the Municipality.

Capitalized terms used herein and not otherwise defined shall have the definitions given in the resolution authorizing and directing the issuance of the Bonds, adopted July 22, 2014 (the "Bond Resolution").

1. BACKGROUND

(a) The Municipality will issue and sell its \$_____ principal amount General Obligation Refunding Bonds, Series 2014 (the "Bonds"). The Bonds are being issued to raise moneys to finance payment in full of the Municipality's Promissory Note dated December 1, 2000 payable to the Mississippi Development Bank in the original principal amount of \$7,500,000, relating to the Mississippi Development Bank Special Obligation Bonds, Series 1999 (Capital Projects & Equipment Acquisition Program) (the "2000 Promissory Note") and the Municipality's Promissory Note dated February 5, 2001 payable to the Mississippi Development Bank in the original principal amount of \$2,500,000, relating to the Mississippi Development Bank Special Obligation Bonds, Series 1999 (Capital Projects & Equipment Acquisition Program) (the "2001 Promissory Note"), and to redeem the all of the Municipality's outstanding General Obligation Public Improvement Bonds, Series 1998 (the "Series 1998 Refunded Bonds"), all of the Municipality's outstanding General Obligation Bonds, Series 2003, of the Municipality (the "Series 2003 Refunded Bonds"), the Municipality's General Obligation Water and Sewer Bonds, Series 2005, maturing on and after March 1, 2016 (the "Series 2005 Refunded Bonds") and the Municipality's General Obligation Bonds, Series 2007, maturing on and after November 1, 2015 (the "Series 2007 Refunded Bonds"). The proceeds of the Bonds will be used to pay in full the 2000 Promissory Note and the 2001 Promissory Note on the earliest practical

date following the issuance of the Bonds, to pay for the call and redemption of the Series 1998 Refunded Bonds and Series 2003 Refunded Bonds on the earliest practical date following the issuance of the Bonds, to pay for the call and redemption of the Series 2005 Refunded Bonds on March 1, 2015, to pay for the call and redemption of the Series 2007 Refunded Bonds on November 1, 2014, and to pay the related costs of the issuance, sale and delivery of the Bonds and of the aforesaid refundings.

(b) The Bonds will be issued under the authority of the Constitution and statutes of the State of Mississippi, including Sections 31-27-1 through 31-27-25, Mississippi Code of 1972, as amended (the "Act"), and by the further authority of proceedings duly had by the Mayor and Board of Aldermen of the Municipality, including the Bond Resolution. The Bonds are general obligations of the Municipality payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually, to the extent necessary, without limitation as to rate or amount upon all the taxable property within the geographical limits of the Municipality.

(c) The Bonds will contain the terms and provisions described in the Bond Resolution and will bear interest at the rates and mature on the dates all as more fully described in Section 4(c) of this Agreement and the Official Statement (as hereinafter defined).

(d) The terms and provisions of the Bonds have been approved by the Municipality, which enters into this Agreement in order to induce the Underwriter to purchase the Bonds at the price set forth herein.

(e) A Preliminary Official Statement for the Bonds (including the Appendices thereto), dated _____, 2014 (the "Preliminary Official Statement"), has been distributed in connection with the sale of the Bonds, and an Official Statement (including the Appendices thereto) (the "Official Statement") will be delivered subsequent to the date hereof.

(f) The Municipality will undertake, pursuant to the Bond Resolution and a Continuing Disclosure Certificate, to provide certain annual financial information and notices of the occurrence of certain events, if material. A description of this undertaking is set forth in each Preliminary Official Statement and will also be set forth in each Final Official Statement.

(g) In reliance upon the opinion of Jones Walker L.L.P., Bond Counsel, interest on the Bonds will be excluded from gross income for Federal income tax purposes under existing statutes, regulations, rulings and court decisions.

2. REPRESENTATIONS OF THE MUNICIPALITY

The Municipality makes the following representations, all of which will survive the purchase and offering of the Bonds:

(a) The Municipality is a political subdivision of the State of Mississippi, duly organized and existing under the laws of the State of Mississippi.

(b) The Municipality is authorized by the provisions of the Act and the Bond Resolution to issue the Bonds, secured as set forth in the Bond Resolution.

(c) The Municipality has complied with all provisions of the Constitution and the laws of the State of Mississippi pertaining to the issuance and sale of the Bonds, including the Act, and has full power and authority to authorize and thereafter consummate all transactions contemplated by this Agreement and the Bonds.

(d) The Municipality has duly adopted the necessary resolutions and has duly authorized the execution of this Agreement and the issuance and sale of the Bonds, and has taken all actions and obtained all approvals necessary and appropriate to carry out the same.

(e) The information relating to the Municipality contained in the Preliminary Official Statement does not contain any untrue or misleading statement of a material fact as of the date hereof, and does not omit to state any material fact that should be included therein for the purpose for which the Preliminary Official Statement is being used or that is necessary to make such information, in light of the circumstances under which such information was given, not misleading.

(f) The information relating to the Municipality to be contained in the Official Statement and any amendment or supplement that may be authorized by the Municipality for use with respect to the Bonds as of the Closing Date (hereinafter defined) will be true and correct and will not contain any untrue or misleading statement of a material fact and will not omit to state any material fact that should be stated therein or is necessary to make such information in such Official Statement, in light of the circumstances under which such information is given, not misleading.

(g) The Municipality has duly authorized all necessary actions to be taken by the Municipality for (i) the issuance and sale of the Bonds upon the terms set forth herein and in the Bond Resolution, (ii) the use of the Official Statement and the execution of the Official Statement by the Municipality, (iii) the execution, delivery, receipt and due performance of this Agreement, the Continuing Disclosure Certificate, and the Bonds, and any and all other agreements and documents as may be required to be executed, delivered and received by the Municipality in order to consummate the transactions contemplated hereby and by the Official Statement, and (iv) the consummation of the transactions contemplated hereby and the Official Statement. Executed counterparts of the Official Statement will be delivered to the Underwriter by the Municipality on the Closing Date.

(h) There is no action, suit, proceeding, inquiry, investigation at law or in equity or before or by any court, public board or body pending or, to the best of the Municipality's knowledge, threatened against or affecting the Municipality (or any basis therefor), wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or by the Official Statement or the validity of the Bonds, this Agreement or any agreement or instrument to which the Municipality is or is expected to be a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or by the Official Statement.

(i) The execution and delivery by the Municipality of the Official Statement, this Agreement, the Bonds, and other agreements contemplated hereby and by the Official Statement and compliance with the provisions thereof will not conflict with or constitute, on the part of the

Municipality, a breach of or a default under any existing law, court or administrative regulation, decree or order or any agreement, indenture, mortgage, lease or other instrument to which the Municipality is subject or by which the Municipality is or may be bound.

(j) The Municipality has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the Municipality is a bond issuer whose arbitrage certifications may not be relied upon.

(k) Any certificate signed by any of the Municipality's authorized officers and delivered to the Underwriter shall be deemed a representation and warranty by the Municipality to the Underwriter as to the statements made therein.

(l) If prior to the Closing Date (hereinafter defined) any event occurs which might or would cause the Official Statement as it may be then supplemented or amended to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein in light of the circumstances under which they were made not misleading, the Municipality shall notify the Underwriter and, if in the opinion of the Municipality and the Underwriter, such event requires the preparation and publication of a supplement or amendment, the Municipality will supplement or amend the Official Statement in a form and manner approved by the Underwriter.

(m) To the knowledge of the Municipality, the Municipality is not in default, and at no time has been in default, in the payment of principal of, premium, if any, interest on, or otherwise in default with respect to bonds, notes, or other obligations which it has issued, assumed or guaranteed.

3. COVENANTS OF THE MUNICIPALITY

The Municipality agrees to the following covenants, all of which will survive the purchase and offering of the Bonds and any investigations made by or on behalf of the Underwriter:

(a) The Municipality shall refrain from taking or permitting to be taken any action, with regard to which the Municipality may exercise control, that results in the loss of the tax exempt status of the interest on the Bonds.

(b) The Municipality shall apply the proceeds of the Bonds in accordance with the Bond Resolution and the Official Statement.

(c) The Municipality shall timely furnish or cause to be furnished to the Underwriter, in such quantities as shall be requested by the Underwriter, copies of the Official Statement and all amendments and supplements thereto, in each case as soon as available.

(d) The Municipality shall not take or omit to take, as may be applicable, any action which would, in any way, cause the proceeds of the Bonds to be applied in a manner contrary to the requirements of the Bond Resolution and the Official Statement.

(e) Whether or not the sale of the Bonds by the Municipality to the Underwriter is consummated, the Municipality agrees that the Underwriter shall have no obligation to pay any costs or expenses of the Municipality under this Agreement.

(f) The Municipality will timely undertake, pursuant to the Bond Resolution and a Continuing Disclosure Certificate, to provide certain annual financial information and notices of the occurrence of certain events, if material. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement.

(g) The Municipality shall cooperate in qualifying the Bonds for offer and sale under the securities laws of the states designated by the Underwriter; provided that the Municipality shall not be required to consent to service of process in any state or jurisdiction in which it is not now so subject.

4. **PURCHASE, SALE AND DELIVERY OF THE BONDS**

(a) On the basis of the representations, warranties and covenants contained herein and in the other agreements referred to herein, and subject to the terms and conditions herein set forth, on the Closing Date the Underwriter agrees to purchase from the Municipality and the Municipality agrees to sell to the Underwriter all, but not less than all, of the Bonds for a purchase price of \$_____, representing par amount of \$_____, less Underwriter's discount of \$_____, plus original issue premium of \$_____.

(b) The Municipality will deliver the Bonds to or for the account of the Underwriter against payment of the purchase price therefor by wire transfer of immediately available funds to the account of the Municipality at or prior to 1:00 P.M. Central Time on ____, 2014, or such other place, time or date as shall be mutually agreed upon by the Municipality and the Underwriter (the "Closing Date"). 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 Closing Date. The Bonds shall be deposited with DTC as book entry only bonds and may be in printed, engraved, typewritten or photocopied form, and each such form shall constitute "definitive form."

(c) (1) The Bonds shall be in registered form; shall be dated the date of delivery; shall be of the denomination of \$5,000 each or integral multiples thereof up to the amount of a single maturity; shall be numbered from one (1) upward in order of issuance; shall be payable, both as to principal and interest, in lawful money of the United States of America at _____, Bank, _____, Mississippi (the "Paying Agent"), said bank to act as paying agent, registrar and transfer agent for said bonds; shall bear interest from the date thereof at the rates hereinafter set forth, payable on April 1, 2015, and semiannually thereafter on April 1 and October 1 of each year, and shall mature and become due and payable, without option of prior payment, on April 1 in the years and principal amounts and at the rates and yield as follows:

<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>
2015			
2016			

2017
2018
2019
2020
2021
2022
2023
2024
2025
2026
2027

(d) In connection with the purchase, sale and delivery of the Bonds, the Underwriter represents and warrants to the Municipality the following:

(1) the Bonds will be sold through a bona fide public offering;

(2) the Underwriter is registered under the Securities Exchange Act of 1934 as a municipal securities dealer; and

(3) no Bonds will be sold except pursuant to the Preliminary Official Statement and the Official Statement and in compliance with all applicable state and Federal securities laws.

(4) the Underwriter will arrange for purchase by the Escrow Agent of Government Obligations on the Closing Date in the amounts, at the prices and yields sufficient to provide for the payment of the principal of, premium, if any, and interest on the Refunded Bonds as the same become due and payable, whether at maturity or at the redemption thereof and in accordance with Section 1(a) hereof.

5. **BOND DOCUMENTS**

On or prior to the Closing Date, the Underwriter shall have received the following (collectively, the “Bond Documents”):

(a) the Preliminary Official Statement and final Official Statement of the Municipality relating to the Bonds, as amended and supplemented, duly executed on behalf of the Municipality; and

(b) a copy, certified by the City Clerk of the Municipality, of the transcript of proceedings of the Mayor and Board of Aldermen of the Municipality in connection with the authorization, issuance, sale and validation of the Bonds. The Municipality hereby authorizes the Underwriter to use the Official Statement in connection with the offer, sale and distribution of the Bonds; and

(c) the Continuing Disclosure Certificate; and

(d) this Agreement.

6. **CONDITIONS TO OBLIGATIONS OF THE UNDERWRITER**

The obligation of the Underwriter to purchase and pay for the Bonds and the obligation of the Municipality to sell the Bonds to the Underwriter shall be subject to the following conditions precedent:

(a) The Municipality shall have performed all of its obligations hereunder and the statements made on behalf of the Municipality hereunder shall be true and correct on the date hereof and on the Closing Date as if made on the Closing Date, and the Municipality shall deliver a certificate to such effect. The Official Statement (as the same may be amended or supplemented with the written approval of the Underwriter) on the date thereof and on the Closing Date shall be true, correct and complete in all material respects and shall not contain any untrue statement of a material fact, or omit to state any material fact necessary in order to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

(b) Except as may have been agreed to by the Underwriter, as of the Closing Date, the Bond Resolution, the Continuing Disclosure Certificate, and the Escrow Agreements (as such terms are defined in the Bond Resolution) and all other official actions of the Municipality relating thereto shall be in full force and effect; and the Bond Resolution shall not have been amended, modified or supplemented, and the Official Statement shall not have been amended or supplemented without the written approval of the Underwriter.

(c) The Municipality shall have received the approving opinion and supplemental opinion of Jones Walker L.L.P., Jackson, Mississippi, Bond Counsel, in form and substance acceptable to the Underwriter, and the Underwriter shall have received a letter from said firm, dated the Closing Date and addressed to the Underwriter, to the effect that the Underwriter may rely upon such firm's opinion as if it were addressed to the Underwriter.

(d) The Underwriter shall have received the opinion of counsel to the Municipality, Hugh D. Keating, Dukes, Dukes, Keating & Faneca, P.A., dated the Closing Date and addressed to the Underwriter, in form and substance acceptable to the Underwriter.

(e) No default or event of default (as defined in any of the Bond Documents) shall have occurred and be continuing, and no event shall have occurred and be continuing which, with the lapse of time or the giving of notice or both, would constitute such a default or event of default.

(f) No material adverse change shall have occurred, nor shall any development involving a prospective material and adverse change in, or affecting the affairs, business, financial condition, results of operations, prospects or properties of the Municipality have occurred, between the date hereof and the Closing Date.

(g) On or prior to the Closing Date, all actions required to be taken as of the Closing Date in connection with the Bonds and the Bond Resolution by the Municipality shall have been taken, and the Municipality shall have performed and complied with all agreements, covenants

and conditions required to be performed or complied with by this Agreement, the Bonds and the Bond Resolution, and the Municipality shall deliver a certificate to such effect insofar as the foregoing actions, agreements, covenants and conditions apply, and each of such agreements shall be in full force and effect and shall not have been amended, modified or supplemented, except as has been agreed to in writing by the Underwriter.

(h) Each of the Bond Documents shall have been executed and delivered by each of the respective parties thereto, all such documents shall be in forms exhibited to the Underwriter on the date hereof with only such changes as the Underwriter may approve in writing, and each of the Bond Documents shall be in full force and effect.

(i) Between the date of this Agreement and the Closing Date, no material adverse change shall have occurred, nor shall any development have occurred involving a prospective material and adverse change in, or affecting the affairs, business, financial condition, results of operations, prospects or properties of the Municipality.

(j) On or prior to the Closing Date, all actions required to be taken as of the Closing Date in connection with the Bonds and the Bond Documents by the Municipality shall have been taken, and the Municipality shall have performed and complied with all agreements, covenants and conditions required to be performed or complied with by this Agreement, the Bonds and the Bond Documents, and the Municipality shall deliver a certificate to such effect insofar as the foregoing actions, agreements, covenants and conditions apply, and each of such agreements shall be in full force and effect and shall not have been amended, modified or supplemented, except as has been agreed to in writing by the Underwriter.

(k) None of the events referred to in Section 7, infra, of this Agreement shall have occurred.

(l) The Underwriter shall have received a certificate, dated the Closing Date and signed on behalf of the Municipality, to the effect that:

(1) except as disclosed in the Official Statement, the Municipality has not received notice of any pending, nor to the Municipality's knowledge is there any threatened, action, suit, proceeding, inquiry or investigation against the Municipality, at law or in equity, by or before any court, public board or body, nor to the Municipality's knowledge is there any basis therefor, affecting the existence of the Municipality or the titles of its officers to their respective offices, or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds or the pledge of taxes pledged or to be pledged to pay the principal of, premium, if any, and interest on the Bonds, or in any way materially adversely affecting or questioning (A) the existence and powers of the Municipality, (B) the use of the Official Statement, (C) the use of the proceeds of the Bonds to refund the Refunded Bonds, (D) the validity or enforceability of the Bonds or any proceedings of the Municipality taken with respect to the Bonds, (E) the execution and delivery of the Bond Documents, or (F) the power of the Municipality to carry out the transactions contemplated by the Bond Documents;

(2) the Official Statement does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements describing the

Municipality contained therein, in light of the circumstances under which they were made, not misleading; and

(3) the Municipality has complied with all the covenants and satisfied all of the conditions on its part to be performed or satisfied at or prior to the Closing Date, and the representations and warranties of the Municipality contained herein are true and correct as of the Closing Date.

(m) Evidence, satisfactory in form and substance to the Underwriter and Bond Counsel, of a satisfactory and favorable conclusion to a bond validation proceeding under the laws of the State of Mississippi with respect to the Bonds shall have been received.

(n) Such additional certificates, opinions and other documents as the Underwriter or Bond Counsel may reasonably request to evidence performance of or compliance with the provisions of this Agreement and the transactions contemplated hereby and by the Official Statement, all such certificates and other documents to be satisfactory in form and substance to the Underwriter, shall have been received.

(o) The Underwriter shall have received verification satisfactory to the Underwriter of the use of the proceeds of the Bonds.

(p) If any conditions to the obligations of the Underwriter or the Municipality contained in this Agreement are not satisfied and the satisfaction of such conditions shall not be waived by the Underwriter and the Municipality, then, at the option of the Underwriter and the Municipality, (1) the Closing Date shall be postponed for such period as may be necessary for such conditions to be satisfied, or (2) without limiting the generality of Section 13 of this Agreement, the obligations of the Underwriter and the Municipality under this Agreement shall terminate, and neither the Underwriter nor the Municipality shall have any further obligations or liabilities hereunder.

(q) All of the legal opinions, certificates, proceedings, instruments and other documents mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Underwriter and the Municipality.

(r) The Municipality shall have executed and delivered to the Underwriter the Continuing Disclosure Certificate for the Bonds.

7. TERMINATION

The Underwriter may terminate its obligations hereunder by written notice to the Municipality if, at any time subsequent to the date hereof and on or prior to the Closing Date:

(a) (1) Legislation shall have been enacted by the Congress, or recommended to the Congress for passage by the President of the United States or the Department of the Treasury of the United States or the Internal Revenue Service or any member of the United States Congress or favorably reported for passage to either House of the Congress by any Committee of such House to which such legislation has been referred for consideration, or (2) a decision shall have

been rendered by a court established under Article III of the Constitution of the United States, or the United States Tax Court, or (3) an order, ruling, regulation or communication (including a press release) shall have been issued by the Department of the Treasury of the United States or the Internal Revenue Service, in each case referred to in clauses (1) and (2), with the purpose or effect, and reasonable likelihood, directly or indirectly, of imposing Federal income taxation upon interest to be received by any owners of the Bonds.

(b) Legislation shall have been enacted or a decision by a court of the United States shall be rendered or any action taken by the Securities and Exchange Commission which, in the opinion of counsel to the Underwriter, has the effect of requiring the offer or sale of the Bonds to be registered under the Securities Act of 1933, as amended, or any event shall have occurred that, in the judgment of the Underwriter, makes untrue or incorrect in any material respect any statement or information contained in the Official Statement or that, in the judgment of the Underwriter, should be reflected therein in order to make the statements contained therein not misleading in any material respect.

(c) (1) In the judgment of the Underwriter, the market price of the Bonds is adversely affected because (A) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange, (B) the New York Stock Exchange or other national securities exchange, or any governmental authority, shall impose, as to the Bonds or similar obligations, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of Underwriter, (C) a general banking moratorium shall have been established by Federal, New York or Mississippi authorities, or (D) a war involving the United States of America shall have been declared, or any other national or international calamity shall have occurred, or any conflict involving the armed forces of the United States of America shall have escalated to such a magnitude, in any such case so as to materially affect the ability of the Underwriter to market the Bonds, or (2) any litigation shall be instituted, pending or threatened to restrain or enjoin the issuance or sale of the Bonds or in any way contesting or affecting any authority or security for or the validity of the Bonds, or the existence or powers of the Municipality.

(d) There shall have occurred any change that, in the reasonable judgment of the Underwriter, makes unreasonable or unreliable any of the assumptions upon which (1) yield on the Bonds for purposes of compliance with the Code, (2) payment of debt service on the Bonds, or (3) the basis for the exclusion from gross income for Federal and Mississippi income tax purposes of interest on the Bonds, is predicated.

(e) There shall have occurred any material change in the financial, business or affairs of the Municipality which, in the reasonable judgment of the Underwriter, materially adversely affects the investment quality of the Bonds.

(f) Any legislation, ordinance, rule or regulations shall be enacted or be actively considered for enactment by any governmental body, department or agency of the State of Mississippi, or a decision by any court of competent jurisdiction within the State of Mississippi shall be rendered, which, in the reasonable opinion of the Underwriter, materially or adversely affects the market price of the Bonds.

(g) A stop order, ruling, regulation or official statement by or on behalf of the Office of Secretary of State of the State of Mississippi or other securities regulator shall be issued or made to the effect that the issuance, offering or sale of the Bonds, or of obligations of the general character of the Bonds as contemplated hereby, is a violation of any provisions of the Blue Sky laws of the State of Mississippi.

(h) Any condition to the Underwriter's obligations hereunder is not satisfied or if there is any refusal, inability or failure on the part of the Municipality to comply with any of the terms or to fulfill any of the conditions provided for or contemplated by this Agreement, or if for any reason the Municipality shall be unable to perform all of its obligations or satisfy conditions provided for or contemplated in this Agreement.

(i) Additional material restrictions, not in force as of the date hereof, shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange.

(j) There shall have occurred any outbreak or material escalation of hostilities or other calamity or crisis, the effect of which on the financial markets of the United States is such as to make it, in the reasonable opinion of the Underwriter, impractical to market the Bonds or to enforce commitments for the purchase of the Bonds

(k) The marketability of the Bonds or the market price thereof, in the opinion of the Underwriter, has been materially and adversely affected by disruptive events, occurrences or conditions in the securities or debt markets.

(l) 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 Municipality's obligations.

8. EXPENSES

Except as otherwise provided herein, the Municipality shall cause to be paid from proceeds of the sale of the Bonds or from other funds available to the Municipality, the costs of issuing the Bonds, whether or not the sale of the Bonds by the Municipality to the Underwriter is consummated.

The Underwriter shall pay all expenses incurred by them in connection with their public offering and distribution of the Bonds, whether or not the sale of the Bonds by the Municipality to the Underwriter is consummated.

9. RULE 15c2-12

In order for the Underwriter to comply with Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 ("Rule 15c2-12"), the Municipality hereby:

(a) represents and warrants that the Official Statement delivered to the Underwriter within seven (7) business days of the execution and delivery hereof is deemed final by the Municipality as of the date hereof;

(b) covenants and agrees to cause to be made available to the Underwriter such reasonable quantities of the Bond Documents, including the Official Statement, as the Underwriter may request for use in connection with the offering and sale of the Bonds.

(c) represents and warrants that, if, after the date of this Agreement and until twenty-five (25) days after the end of the underwriting period, any event shall occur 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 Underwriter, not misleading, or if it is necessary to amend or supplement the Official Statement to comply with law, to notify the Underwriter (and for the purposes of this clause (c) to provide the purchaser with such information as they may from time to time request), and to forthwith prepare and furnish, at its own expense (in a form and manner approved by 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 law;

(d) represents and warrants that, at the time of the Municipality's acceptance hereof and (unless an event occurs in the nature described in paragraph (c) of this Section 9) 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

(e) represents and warrants that, if the Official Statement is supplemented or amended pursuant to paragraph (c) of this Section 9, at the time of such supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) 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.

Unless otherwise notified in writing by the Underwriter by the Closing Date, the Municipality can assume that the "end of the underwriting period" for purposes of Rule 15c2-12 shall be the Closing Date. In the event such notice is so given in writing by the Underwriter, the Underwriter agrees to notify the Municipality in writing following the occurrence of the end of the underwriting period as defined in Rule 15c2-12.

10. **CONDITION OF THE MUNICIPALITY'S OBLIGATIONS**

The Municipality's obligations hereunder are subject to the Underwriter's performance of its obligations hereunder.

11. **NOTICES**

Any notice or other communication to be given to the Municipality and the Underwriter under this Agreement may be given by delivering the same in writing as follows:

Municipality: City of Gulfport, Mississippi
2309 15th Street
P. O. Box 1780
Gulfport, Mississippi 39502-1780

Underwriter: Raymond James & Associates, Inc.
50 North Front Street, 16th Floor
Memphis, TN 38103
Attention: Gavin Murrey

12. **SUCCESSORS**

This Agreement is made solely for the benefit of the Municipality and the Underwriter (including their successors or assigns) and no other person shall acquire or have any right hereunder or by virtue hereof (other than pursuant to Section 3 hereof).

13. **SURVIVAL OF CERTAIN REPRESENTATIONS AND WARRANTIES**

All agreements, covenants, representations and warranties and all other statements of the Municipality set forth in or made pursuant to this Agreement shall remain in full force and effect, regardless of any investigation, or statement as to the results thereof made by or on behalf of the Underwriter or the Municipality, and shall survive the Closing Date and the delivery of and payment for the Bonds.

14. **ARM-LENGTHS TRANSACTION**

The Municipality acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arm's-length commercial transaction between the Municipality and the Underwriter; (ii) in connection with such transaction, including the process leading thereto, the Underwriter is acting solely as a principal and not as an agent or a fiduciary of the Municipality; (iii) the Underwriter has neither assumed an advisory or fiduciary responsibility in favor of the Municipality with respect to the offering of the Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the Municipality on other matters) nor has it assumed any other obligation to the Municipality except the obligations expressly set forth in this Agreement, (iv) the Underwriter has financial and other interests that differ from those of the Municipality; and (v) the Municipality has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Bonds.

15. **GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Mississippi.

16. **MISCELLANEOUS**

This Agreement constitutes the only agreement among the parties hereto relating to the subject matter hereof and it supersedes and cancels any and all previous contracts, agreements or understandings with respect thereto. This Agreement may not be amended or modified except in writing executed by all parties hereto.

17. **COUNTERPARTS**

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

Very truly yours,

RAYMOND JAMES & ASSOCIATES, INC.

By: _____

Name: _____

Title: _____

Accepted on _____, 2014

City of Gulfport, Mississippi

Billy Hewes, Mayor

CITY OF GULFPORT, MISSISSIPPI

AND

THE PEOPLES BANK,
BILOXI, MISSISSIPPI
AS ESCROW AGENT

SERIES 2005/2007 BONDS
ESCROW AGREEMENT

DATED AS OF _____, 2014

Pertaining to the Refunding of the

City of Gulfport, Mississippi
General Obligation Water and Sewer Bonds, Series 2005, of the Municipality dated March 1,
2005, in the original aggregate principal amount of Five Million Two Hundred Thousand Dollars
(\$5,200,000) maturing on and after March 1, 2016

and the

City of Gulfport, Mississippi
General Obligation Bonds, Series 2007 of the Municipality dated November 1, 2007, in the
original aggregate principal amount of Ten Million Dollars (\$10,000,000),
maturing on and after November 1, 2015

THIS SERIES 2005/2007 BONDS ESCROW AGREEMENT (the "Escrow Agreement") made and entered into as of _____, 2014, by and between the City of Gulfport, Mississippi (the "Municipality"), and The Peoples Bank, Biloxi, Mississippi, as paying agent under the hereinafter defined Bond Resolution and as escrow agent hereunder (the "Escrow Agent"):

WITNESSETH:

WHEREAS, the Municipality did heretofore issue its General Obligation Water and Sewer Bonds, Series 2005, of the Municipality dated March 1, 2005, in the original aggregate principal amount of Five Million Two Hundred Thousand Dollars (\$5,200,000) (the "Series 2005 Bonds"); and

WHEREAS, the Municipality plans to refund prior to maturity the Series 2005 Bonds maturing on and after March 1, 2016 (the "Series 2005 Refunded Bonds"); and

WHEREAS, the Municipality did heretofore issue its General Obligation Bonds, Series 2007 of the Municipality dated November 1, 2007, in the original aggregate principal amount of Ten Million Dollars (\$10,000,000) (the "Series 2007 Bonds"); and

WHEREAS, the Municipality plans to refund prior to maturity the Series 2007 Bonds maturing on and after November 1, 2015 (the "Series 2007 Refunded Bonds" and together with the Series 2005 Refunded Bonds, the "Refunded Bonds"); and

WHEREAS, the Municipality has determined that it is in the Municipality's best interest to deposit in trust with the Escrow Agent moneys sufficient to pay when due at maturity or upon redemption the principal, premium if any, and interest due and to become due on the Refunded Bonds to maturity or the date fixed for redemption, as the case may be; and

WHEREAS, in order to deposit such amount of moneys in trust, and to accomplish certain other purposes, the Municipality has authorized and issued \$_____ in aggregate principal amount of its General Obligation Refunding Bonds, Series 2014, dated _____, 2014 (the "Bonds"); and

WHEREAS, a portion of the proceeds derived from the sale of the Bonds, in addition to any other available funds received by the Escrow Agent, will be sufficient to pay when due all of the principal of, premium, if any, and interest on the Refunded Bonds upon redemption; and

WHEREAS, in order to provide for the proper and timely application of the moneys deposited in the aforesaid trust to the payment of the Refunded Bonds, it is necessary to enter into this Escrow Agreement with the Escrow Agent on behalf of the holders from time to time of the Refunded Bonds.

NOW, THEREFORE, the Municipality, in consideration of the foregoing and the mutual covenants herein set forth and in order to secure the payment of the principal of, redemption premium, if any, and interest on all of the outstanding Refunded Bonds according to their tenor and effect, does by these presents hereby grant, warrant, demise, release, convey, assign,

transfer, alienate, pledge, set over and confirm, unto the Escrow Agent, and to its successors in the trusts hereby created, and to it and its assigns forever, all and singular, the property hereinafter described, to wit:

DIVISION I

All right, title and interest of the Municipality in and to \$_____ derived from the proceeds of the Bonds.

DIVISION II

All right, title and interest of the Municipality in and to all income and earnings derived from or accruing to the Government Obligations purchased from the money described in Division I hereof.

DIVISION III

Any and all other property which is by the express provisions of this Escrow Agreement required to be subject to the pledge hereof, and any additional property of every kind and nature, from time to time hereafter, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred as and for additional security hereunder, by the Municipality or by anyone on its behalf, and the Escrow Agent is hereby authorized to receive the same at any time as additional security hereunder.

TO HAVE AND TO HOLD, all and singular, the foregoing trust estate, including all additional property which by the terms hereof has or may become subject to the terms of this Escrow Agreement, unto the Escrow Agent, and its successors and assigns, forever in trust, however, for the benefit and security of the holders from time to time of the Refunded Bonds; but if the Refunded Bonds shall be fully and promptly paid when due, whether at maturity or upon the redemption thereof, in accordance with the terms thereof and hereof, then this Escrow Agreement shall be and become void and of no further force and effect; otherwise the same shall remain in full force and effect, upon the trusts and subject to the covenants and conditions hereinafter set forth.

ARTICLE I. DEFINITIONS

SECTION 1.01. Definitions. In addition to words and terms elsewhere defined in this Escrow Agreement, the following words and terms as used in this Escrow Agreement shall have the following meanings, unless some other meaning is plainly intended:

"Bonds" shall mean the \$_____ General Obligation Refunding Bonds, Series 2014, of the Municipality authorized and directed to be issued in the Bond Resolution.

"Bond Counsel" shall mean Jones Walker LLP.

"Bond Resolution" shall mean the resolution adopted on July 22, 2014, by the Governing Body pursuant to which the Bonds are issued.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Escrow Agent" shall mean The Peoples Bank, Biloxi, Mississippi, in its capacity as Escrow Agent under this Escrow Agreement, and any successor or assign in such capacity.

"Escrow Agreement" shall mean the agreement to be entered into by and between the Municipality and the Escrow Agent, providing for the escrow and investment of a portion of the proceeds of the Bonds and other available moneys of the Municipality to effect the refunding of the Refunded Bonds.

"Escrow Fund" shall mean the fund established pursuant to this Escrow Agreement to pay the principal of, redemption premiums (if any), and interest on the Refunded Bonds.

"Governing Body" shall mean the City Council of the Municipality.

"Government Obligations" shall mean the direct general obligations of the United States, or obligations the principal of and interest on which is guaranteed or secured by obligations of the United States.

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

"Refunded Bonds" shall mean the Series 2005 Refunded Bonds and the Series 2007 Refunded Bonds, collectively.

"Series 2005 Bonds" shall mean the General Obligation Water and Sewer Bonds, Series 2005, of the Municipality dated March 1, 2005, in the original aggregate principal amount of Five Million Two Hundred Thousand Dollars (\$5,200,000).

"Series 2005 Bond Resolution" shall mean the resolution authorizing and directing the issuance of the Series 2005 Bonds, adopted by the Governing Body on February 22, 2005.

"Series 2005 Paying Agent" shall mean The Peoples Bank, Biloxi, Mississippi.

"Series 2005 Project" shall mean the facilities acquired, constructed, improved, equipped or renovated with the proceeds of the Series 2005 Bonds.

"Series 2005 Refunded Bonds" shall mean all or any portion of the Series 2005 Bonds maturing on and after March 1, 2016, which are to be refunded with a portion of the proceeds of the Bonds.

"Series 2007 Bonds" shall mean the General Obligation Bonds, Series 2007 of the Municipality dated November 1, 2007, in the original aggregate principal amount of Ten Million Dollars (\$10,000,000).

"Series 2007 Bond Resolution" shall mean the resolution authorizing and directing the issuance of the Series 2007 Bonds, adopted by the Governing Body on November 6, 2007.

"Series 2007 Paying Agent" shall mean The Peoples Bank, Biloxi, Mississippi.

"Series 2007 Project" shall mean the facilities acquired, constructed, improved, equipped or renovated with the proceeds of the Series 2007 Bonds.

"Series 2007 Refunded Bonds" shall mean that portion of the Series 2007 Bonds maturing on or after November 1, 2015, which are to be refunded with a portion of the proceeds of the Bonds.

"Trust Estate," "trust estate" or "pledged property" shall mean the property, rights and interest of the Municipality which are subject to the lien of this Escrow Agreement.

"Written Request" with respect to the Municipality shall mean a request in writing signed by the Mayor and City Clerk of the Municipality, or by any other member, officer or employee of the Municipality duly authorized and satisfactory to the Escrow Agent.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. The word "person" shall include corporations, associations, natural persons and public bodies unless the context shall otherwise indicate. Reference to a person other than a natural person shall include its successors.

ARTICLE II. ESTABLISHMENT OF FUNDS; FLOW OF FUNDS.

SECTION 2.01. Creation of Escrow Fund. There is hereby created and established with the Escrow Agent a special and irrevocable trust fund designated the Gulfport, Mississippi Series 2005 Bonds and Series 2007 Bonds Escrow Fund (the "Escrow Fund") to be held in the custody of the Escrow Agent separate and apart from other funds of the Municipality or the Escrow Agent. The Escrow Fund shall be administered pursuant to this Escrow Agreement.

Concurrently with the delivery of the Bonds, the Municipality herewith deposits or causes to be deposited with the Escrow Agent, and the Escrow Agent acknowledges receipt of, immediately available moneys in the amount of \$_____ from the proceeds of the Bonds, and other moneys of the Municipality, if any, to be deposited in the Escrow Fund, which amount will be sufficient to pay interest on the Series 2005 Refunded Bonds through March 1, 2015, and for the call and redemption of the remaining Series 2005 Refunded Bonds on March 1, 2015 and interest on the Series 2007 Refunded Bonds through November 1, 2014, and for the call and redemption of the remaining Series 2007 Refunded Bonds on November 1, 2014, in accordance with **Schedule A**. Moneys in the Escrow Fund will be invested by the Escrow Agent as detailed in Section 2.03.

Such moneys will be used to purchase Government Obligations to the extent feasible, the principal of and interest on which will be available to pay interest on the Series 2005 Refunded Bonds through March 1, 2015, and for the call and redemption of the then outstanding Series 2005 Refunded Bonds on March 1, 2015; and will be used to purchase Government Obligations to the extent feasible, the principal of and interest on which will be available to pay interest on

the Series 2007 Refunded Bonds through November 1, 2014, and for the call and redemption of the then outstanding Series 2007 Refunded Bonds on November 1, 2014.

The Arbitrage Group, Inc., Buhl, Alabama, will verify that the deposit into the Escrow Fund will produce sufficient funds to pay interest on the Series 2005 Refunded Bonds through March 1, 2015, and to call and redeem the Series 2005 Refunded Bonds on March 1, 2015 and will produce sufficient funds to pay interest on the Series 2007 Refunded Bonds through November 1, 2014, and to call and redeem the Series 2007 Refunded Bonds on November 1, 2014.

The Series 2005 Refunded Bonds will be called for redemption on March 1, 2015, at a redemption price of 100% of the principal amount thereof plus any unpaid accrued interest to the redemption date.

The Series 2007 Refunded Bonds will be called for redemption on November 1, 2014, at a redemption price of 100% of the principal amount thereof plus any unpaid accrued interest to the redemption date.

SECTION 2.02. Irrevocable Trust Created. The deposit of moneys and Government Obligations in the Escrow Fund shall constitute an irrevocable deposit of such moneys and Government Obligations and any income therefrom for the benefit of the holders of the Refunded Bonds, except as provided herein with respect to amendments permitted under Section 4.01 hereof. The holders of the Refunded Bonds shall have an express lien on all moneys and principal of and earnings on the Government Obligations deposited in the Escrow Fund until applied in accordance with this Escrow Agreement. Such moneys and the Government Obligations and the interest thereon shall be held in trust by the Escrow Agent for the payment of the principal of, premium, if any, and interest on the Refunded Bonds as the same become due and payable, whether at maturity or upon the redemption thereof.

SECTION 2.03. Investment of Escrow Fund. The Escrow Agent is hereby directed to purchase the Government Obligations identified in **Schedule B** for the purpose of this Escrow Agreement. The Escrow Agent shall purchase the Government Obligations solely from the moneys deposited in the Escrow Fund. The Escrow Agent shall apply the moneys deposited in the Escrow Fund, and the Government Obligations purchased therewith, together with all income or earnings thereon, in accordance with the provisions hereof.

SECTION 2.04. Transfers from Escrow Fund. As the principal of the Government Obligations set forth in **Schedule B** (subject to the reinvestment, if any, of the principal and interest made pursuant to Section 2.05 and the application of investment earnings in accordance with Section 2.05), shall mature and be paid, and the investment income and earnings thereon are paid, the Escrow Agent shall use such funds to pay the interest on the Series 2005 Refunded Bonds coming due on and prior to March 1, 2015, and the principal coming due in connection with the call and redemption of the Refunded Bonds on March 1, 2015, as set forth in **Schedule A** hereto.

As the principal of the Government Obligations set forth in **Schedule B** (subject to the reinvestment, if any, of the principal and interest made pursuant to Section 2.05 and the application of investment earnings in accordance with Section 2.05), shall mature and be paid, and the investment income and earnings thereon are paid, the Escrow Agent shall transfer from

the Escrow Fund to the Series 2007 Bonds Paying Agent amounts sufficient to pay the interest on the Series 2007 Refunded Bonds coming due on and prior to November 1, 2014, and the principal coming due in connection with the call and redemption of the Refunded Bonds on November 1, 2014, as set forth in **Schedule A** hereto. Such amounts shall be applied by the Escrow Agent to the payment of all principal of, premium, if any, and interest on the Refunded Bonds for the equal and ratable benefit of the holders of the Refunded Bonds.

SECTION 2.05. Investment of Certain Moneys Remaining in Escrow Fund. Any moneys remaining from time to time in the Escrow Fund until such time that they are needed may be invested and reinvested in Government Obligations maturing no later than the next interest payment date or the redemption date of the Refunded Bonds, or for such periods or at such interest rates that the Escrow Agent shall be directed to invest by a Written Request of the Municipality. Any surplus interest income, earning or gain resulting from such reinvestment of money shall be released from the Trust Estate and transferred to the Municipality.

SECTION 2.06. Escrow Fund Constitutes Trust Fund. The Escrow Fund created and established pursuant to this Escrow Agreement shall be and constitute a trust fund for the purposes provided in this Escrow Agreement and shall be kept separate and distinct from all other funds of the Municipality and the Escrow Agent and used only for the purposes and in the manner provided in this Escrow Agreement.

SECTION 2.07. Transfer of Funds after all Payments Required by this Escrow Agreement are Made. After all of the transfers by the Escrow Agent to the paying agent for the Refunded Bonds for payment of the principal of, premium, if any, and interest on the Refunded Bonds have been made, all remaining moneys and Government Obligations, together with any income and interest thereon, in the Escrow Fund shall be transferred by the Escrow Agent to the Municipality; provided, however, that no such transfer shall be made until all of the principal of, premium, if any, and interest on the outstanding Refunded Bonds have either been paid in full or adequate moneys have been deposited with the Series 2005 Bonds Paying Agent and the Series 2007 Bonds Paying Agent for such purposes.

SECTION 2.08. Refunding Notice, Redemption Notice and Additional Notices. The Municipality hereby directs the Escrow Agent, and the Escrow Agent hereby agrees, to redeem in accordance with the Series 2005 Bond Resolution all of the Series 2005 Refunded Bonds maturing on and after March 1, 2016, and the Escrow Agent represents that it has caused or will cause to be prepared, published, mailed or given, as the case may be, in connection with the redemption of the Refunded Bonds, all notices required under Section 3 of the Series 2005 Bond Resolution or required or recommended, from time to time, by the Securities and Exchange Commission and by the Municipal Securities Rulemaking Board, to the extent applicable. The Municipality hereby directs the Escrow Agent, and the Escrow Agent hereby agrees, to redeem in accordance with the Series 2007 Bond Resolution all of the Series 2007 Refunded Bonds maturing on and after November 1, 2015, and the Escrow Agent represents that it has caused or will cause to be prepared, published, mailed or given, as the case may be, in connection with the redemption of the Refunded Bonds, all notices required under Section 3 of the Series 2007 Bond Resolution or required or recommended, from time to time, by the Securities and Exchange Commission and by the Municipal Securities Rulemaking Board, to the extent applicable.

SECTION 2.09. Agreement of Municipality Not to Cause an Optional Redemption of the Bonds. The Municipality hereby irrevocably waives any rights it may

otherwise have reserved under the Series 2005 Bond Resolution to cause an optional redemption of any or all of the Series 2005 Bonds and under the Series 2007 Bond Resolution to cause an optional redemption of any or all of the Series 2007 Bonds, other than as described in Section 2.08 hereof.

ARTICLE III. CONCERNING THE ESCROW AGENT

SECTION 3.01. Appointment of Escrow Agent. The Municipality hereby appoints The Peoples Bank, Biloxi, Mississippi, paying agent under the Series 2005 Bond Resolution and under the Series 2007 Bond Resolution, as the Escrow Agent under this Escrow Agreement.

SECTION 3.02. Acceptance by Escrow Agent. By execution of this Escrow Agreement, the Escrow Agent accepts the duties and obligations as Escrow Agent hereunder. The Escrow Agent further represents that it has all requisite power, and has taken all corporate actions necessary to execute the trust hereby created.

SECTION 3.03. Liability of Escrow Agent. The Escrow Agent shall not be liable in connection with the performance of its duties hereunder except for its own negligent action, its own negligent failure to act or its own willful misconduct.

The Escrow Agent shall not be liable for any loss resulting from any investment made pursuant to the terms and provisions of this Escrow Agreement. The Escrow Agent shall have no lien, security interest or right of set-off whatsoever upon any of the moneys or investments in the Escrow Fund for the payment of fees and expenses for services rendered by the Escrow Agent under this Escrow Agreement.

The Escrow Agent shall not be liable for the accuracy of the calculations as to the sufficiency of moneys and of the principal amount of the Government Obligations and the earnings thereon to pay the Refunded Bonds. So long as the Escrow Agent applies any moneys, the Government Obligations and the interest earnings therefrom to pay the Refunded Bonds as provided herein, and complies fully with the terms of this Escrow Agreement, the Escrow Agent shall not be liable for any deficiencies in the amounts necessary to pay the Refunded Bonds caused by such calculations. In the event the amount on deposit in the Escrow Fund is insufficient to redeem all of the Refunded Bonds at the time required hereunder, the Municipality shall, upon receipt of notice of the same from the Escrow Agent, promptly provide or cause to be provided to the Escrow Agent the amount of such deficiency.

In the event of the Escrow Agent's failure to account for any of the Government Obligations or moneys received by it, such Government Obligations or money shall be and remain the property of the Municipality in trust for the holders of the Refunded Bonds as herein provided.

SECTION 3.04. Permitted Acts. The Escrow Agent and its officers and directors may acquire and hold, or become the owner or pledgee of or may deal in the Series 2005 Bonds, the Series 2007 Bonds and the Bonds as fully and with the same rights as if it were not the Escrow Agent.

SECTION 3.05. Receipt of Proceedings. Receipt of true and correct copies of the Series 2005 Bond Resolution and the Series 2007 Bond Resolution, and the proceedings authorizing the issuance of the Series 2005 Bonds and the Series 2007 Bonds are hereby acknowledged by the Escrow Agent, and reference herein to or citation herein of any provision of such documents shall be deemed to incorporate the same as a part hereof in the same manner and with the same effect as if they were fully set forth herein.

**ARTICLE IV.
MISCELLANEOUS**

SECTION 4.01. Amendments to this Escrow Agreement. This Escrow Agreement is made for the benefit of the Municipality and the holders from time to time of the Refunded Bonds, and it shall not be repealed, revoked, altered or amended without the written consent of the holders of 100% of the Refunded Bonds which have not then been paid in accordance with this Escrow Agreement. Notwithstanding the foregoing, however, the Municipality may, and the Municipality shall (upon receipt of an opinion of Bond Counsel satisfactory to the Municipality that the exclusion of interest on the Bonds, the Series 2005 Bonds or the Series 2007 Bonds from the gross income of the holders thereof for federal income tax purposes will not be adversely affected), without the consent of or notice to such holders, enter into such agreements supplemental to this Escrow Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Escrow Agreement, for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Escrow Agreement;
- (b) to grant to, or confer upon, the Escrow Agent for the benefit of the holders of the Refunded Bonds, any additional rights, remedies or powers that may lawfully be granted to, or conferred upon, such holders or the Escrow Agent; and
- (c) to subject to the trust created by this Escrow Agreement additional funds, securities or properties.

The Escrow Agent shall be entitled to rely exclusively upon an unqualified opinion of Bond Counsel with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holders of the Refunded Bonds, or that any instrument executed hereunder complies with the conditions and provisions of this Section.

SECTION 4.02. Severability. Any covenant or agreement contained in this Escrow Agreement which are determined by a court of competent jurisdiction to be contrary to law shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Escrow Agreement.

SECTION 4.03. Escrow Agreement Binding. All the covenants, promises and agreements in this Escrow Agreement contained by or on behalf of the Municipality or the Escrow Agent shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

SECTION 4.04. Termination. This Escrow Agreement shall terminate when all transfers and payments required to be made by the Escrow Agent under the provisions hereof shall have been made.

SECTION 4.05. Governing Law. This Escrow Agreement shall be governed by the applicable law of the State of Mississippi.

SECTION 4.06. Execution by Counterparts. This Escrow Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

IN WITNESS WHEREOF, each of the parties hereto has caused this Escrow Agreement to be executed by its duly authorized officers or officials.

Dated: _____, 2014.

CITY OF GULFPORT, MISSISSIPPI

Billy Hewes, Mayor

Attest:

Scott Wilson, City Clerk

Dated: _____, 2014

THE PEOPLES BANK
BILOXI, MISSISSIPPI
AS ESCROW AGENT

Kathy Crabtree, Corporate Trust Officer

SCHEDULE A

MATURITY AND REDEMPTION SCHEDULE FOR SERIES 2005 REFUNDED BONDS

<u>Principal</u>	<u>Interest</u>	Maturity as of <u>March 1</u>
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The above bonds will be redeemed on March 1, 2015, at a redemption price of par plus unpaid accrued interest to the redemption date.

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MATURITY AND REDEMPTION SCHEDULES FOR SERIES 2007 REFUNDED BONDS

<u>Principal</u>	<u>Interest</u>	Maturity as of <u>November 1</u>
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The above bonds will be redeemed on November 1, 2014, at a redemption price of par plus unpaid accrued interest to the redemption date.

SCHEDULE B

DESCRIPTION OF INVESTMENTS

**U.S. TREASURY SECURITIES - - STATE AND
LOCAL GOVERNMENT SERIES**

<u>Issue Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity Date</u>
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TOTAL	\$		
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PRELIMINARY OFFICIAL STATEMENT DATED _____, 2014

NEW ISSUE

BOOK-ENTRY ONLY

Moody's: _____
(See "Rating" herein).

In the opinion of Bond Counsel, assuming continuing compliance with all covenants set forth in the Bond Resolution, and subject to the conditions set forth herein, under existing statutes, regulations, rulings and decisions, as presently interpreted and construed, interest on the Bonds earned by the respective owners thereof is excludable from gross income for federal income tax purposes pursuant to Section 103 of the Code, except as described in "TAX EXEMPTION" herein. Bond Counsel is of the opinion that under existing law, interest on the Bonds earned by the respective owners thereof is exempt from State of Mississippi income taxes.

CITY OF GULFPORT, MISSISSIPPI

\$20,500,000*

GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014

DATED: Date of Delivery

DUE: April 1, as shown on reverse

The Bonds will be issued as fully registered bonds in denominations of \$5,000 or integral multiples thereof, registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository for the Bonds. Purchases may be made only in book-entry form through the DTC Participants and no physical delivery of the Bonds will be made to Beneficial Owners, except as described herein. The principal of, premium, if any, and interest on the Bonds will be made to Cede & Co., as long as Cede & Co. is the Registered Owner. Disbursement of such payments to the Beneficial Owners is the responsibility of the DTC Participants, as described herein. Interest on the Bonds is payable on April 1, 2015, and semiannually thereafter on April 1 and October 1 of each year, to the Registered Owners of record as of the applicable Record Dates, as herein described, which payments shall, as long as the book-entry only system described herein is in place, be made to Cede & Co. The Bonds will not be subject to redemption.

The Bonds are issued for the purpose of providing for the payment of the principal amount of the Refunded Bonds, redemption premiums (if any), interest accrued or to accrue to the date of redemption of the Refunded Bonds, and the related costs of the issuance, sale and delivery of the Bonds and of the refunding of the Refunded Bonds. The Bonds will be issued under and in conformity with the Constitution and Laws of the State of Mississippi and pursuant to the Bond Resolution adopted by the Mayor and City Council on July 22, 2014. The Bonds are secured by the full faith and credit of the Municipality and the avails of a direct, continuing special tax levied on all taxable property within the Municipality.

The Bonds are not being offered as qualified tax-exempt obligations within the meaning of Section 265(b)(3) of the Code.

The Bonds are offered subject to the approving opinion of Jones Walker LLP, Bond Counsel, and certain other conditions. It is expected that the Bonds will be available for delivery in book type and entry-only form delivered to DTC, New York, New York, on or about August __, 2014, against payment therefor.

* Preliminary, subject to change.

Raymond James

CITY OF GULFPORT, MISSISSIPPI

\$20,500,000* GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014

MATURITY SCHEDULE*

<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>CUSIP</u>
2015				
2016				
2017				
2018				
2019				
2020				
2021				
2022				
2023				
2024				
2025				
2026				
2027				

* Preliminary, subject to change.

No dealer, broker, salesman or other person has been authorized to give any information or to make any representations, other than those contained herein, in connection with the offering of the Bonds, and if given or made, such information or representation must not be relied upon. This Official Statement, which includes the cover page and Appendices hereto, does not constitute an offer to sell or the solicitation of an offer to buy the Bonds in any jurisdiction to any person to whom it is unlawful to make such offer or solicitation in such jurisdiction.

The information, estimates and expressions of opinion contained herein are subject to change without notice, and while all information has been obtained from sources believed to be reliable, all parties preparing and distributing this Official Statement make no guaranty or warranty relating thereto. All opinions, estimates or assumptions, whether or not expressly identified, are intended as such and not as representations of fact. Neither the delivery of this Official Statement, nor any sale made hereunder, shall under any circumstances create any implication that there has been no change in the affairs of the Municipality since the date hereof.

In connection with this Official Statement, the Underwriter may over-allot or effect transactions which stabilize or maintain the market price of the Bonds at a level above that which otherwise prevails in the open market. Such stabilizing, if commenced, may be discontinued at any time.

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

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CITY OF GULFPORT, MISSISSIPPI

MAYOR

BILLY HEWES

CITY COUNCIL

*KENNETH L. CASEY, SR.
RICKY DOMBROWSKI
ROBERT 'R. LEE' FLOWERS
ELLA HOLMES-HINES
CARA L. PUCHEU
MYLES SHARP
F.B. 'RUSTY' WALKER, IV*

CITY CLERK

SCOTT WILSON

ATTORNEY FOR THE CITY

*HUGH D. KEATING, ESQUIRE
GULFPORT, MISSISSIPPI*

FINANCIAL ADVISOR

*GOVERNMENT CONSULTANTS, INC.
JACKSON, MISSISSIPPI*

BOND COUNSEL

*JONES WALKER LLP
JACKSON, MISSISSIPPI*

UNDERWRITER

*RAYMOND JAMES & ASSOCIATES, INC.
ST. PETERSBURG, FLORIDA*

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OFFICIAL STATEMENT
CITY OF GULFPORT, MISSISSIPPI

\$20,500,000*

GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014

INTRODUCTION

The purpose of this Official Statement is to set forth certain information in connection with the sale of the General Obligation Refunding Bonds, Series 2014, dated _____, 2014, of the City of Gulfport, Mississippi. In addition to any terms elsewhere defined herein, capitalized terms used in this Official Statement have the meanings set forth under the subheading "Definitions" herein below.

Reference is made to the Act, the Bond Resolution and any and all modifications and amendments thereof for a description of the nature and extent of the security for the Bonds, the pledge of ad valorem tax revenues for the payment of the principal of and interest on the Bonds, the nature and extent of said pledge and the terms and conditions under which the Bonds are issued.

DEFINITIONS

"Act" shall mean Sections 31-27-1 through 31-27-25, Mississippi Code of 1972, as amended.

"Bond" or "Bonds" shall mean the Twenty Million Five Hundred Thousand Dollars (\$20,500,000) maximum principal amount General Obligation Refunding Bonds, Series 2014, of the Municipality authorized and directed to be issued by the Bond Resolution for the Refunding.

"Bond Counsel" shall mean Jones Walker L.L.P., Jackson, Mississippi, or any other nationally recognized attorneys on the subject of municipal bonds.

"Bond Fund" shall mean the Bond Fund of the Municipality provided for in the Bond Resolution.

"Bond Insurance Policy" shall mean the municipal bond insurance policy issued by the Bond Insurer, if any, guaranteeing the scheduled payment of principal of and interest on the Bonds when due.

"Bond Insurer" shall mean a municipal bond insurance company, if any, guaranteeing the scheduled payment of principal of and interest on the Bonds when due.

"Bondholder" or "Holder" shall mean the Registered Owner of any Bond issued pursuant to the Bond Resolution.

"Bond Purchase Agreement" shall mean the bond purchase agreement to be entered into between the Municipality and the Underwriter for the purchase and sale of the Bonds.

"Bond Resolution" shall mean this resolution adopted by the Governing Body on July 22, 2014, pursuant to which the Bonds are being issued as the same from time to time may be amended.

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

"Clerk" or "City Clerk" shall mean the City Clerk of the Municipality.

"Closing Date" with respect to the Bonds shall mean the date of issuance and delivery of the Bonds to the Underwriter.

"Code" shall mean the Internal Revenue Code of 1986, as amended, supplemented or superseded.

"Continuing Disclosure Certificate" shall mean the Continuing Disclosure Certificate or Certificates to be executed by the Municipality and dated the date of issuance and delivery of any of the Bonds, as originally executed and as same may be amended from time to time in accordance with the terms thereof.

"Costs of Issuance Fund" shall mean the Costs of Issuance Fund provided for in the Bond Resolution.

"County" shall mean Harrison County, Mississippi.

"DTC" shall mean The Depository Trust Company, New York, New York.

"Escrow Agent" shall mean The Peoples Bank, Biloxi, Mississippi, in its capacity as escrow agent under the Escrow Agreement, and any successor or assign in such capacity.

"Escrow Agreement" shall mean the agreement to be entered into by and between the Municipality and the Escrow Agent, providing for the escrow and investment of a portion of the proceeds of the Bonds to effect the refunding of the Series 2005 Refunded Bonds and the Series 2007 Refunded Bonds, in substantially the form attached hereto as **Attachment B**.

"Escrow Fund" shall mean the fund established pursuant to the Escrow Agreement to pay the principal of, redemption premiums (if any), and interest on the Series 2005 Refunded Bonds and the Series 2007 Refunded Bonds.

"Event of Default" shall mean an event of default as described in the Bond Resolution.

"Fiscal Year" shall mean the period beginning on October 1 of one year and ending on September 30 of the following year.

"Governing Body" shall mean the City Council of the Municipality.

"Government Obligations" shall mean direct obligations of the United States of America, or obligations the principal of and interest on which is guaranteed by the United States of America and which obligations are not redeemable prior to their maturity by the issuer or any other person other than the holder thereof.

"Mayor" shall mean the Mayor of the Municipality.

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

"Participating Underwriter" shall have the meaning ascribed thereto in the Continuing Disclosure Certificate.

"Paying Agent" shall mean any bank, trust company or other institution hereafter designated by the Municipality to make payments of the principal of and interest on the Bonds and to serve as registrar and transfer agent for the registration of owners of the Bonds, and for the performance of other duties as may be herein or hereafter specified by the Municipality.

"Payment Dates" shall mean, while any of the Bonds are outstanding, April 1 and October 1 of each year, commencing April 1, 2015.

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

"Projects" shall mean the 2000 Promissory Note Project, the 2001 Promissory Note Project, the Series 1998 Project, the Series 2003 Project, the Series 2005 Project, and the Series 2007 Project, collectively.

"Record Date" shall mean, as to interest payments on any Bonds, the 15th day of the month preceding the dates set for payment of interest on such Bonds and, as to payments of principal on any Bonds, the fifteenth (15th) day of the month preceding the date on which such principal shall be due and payable, whether at maturity or upon the redemption date applicable to such Bonds.

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

"Refunded Bonds" shall mean the Series 1998 Refunded Bonds, the 2000 Promissory Note, the 2001 Promissory Note, the Series 2003 Refunded Bonds, the Series 2005 Refunded Bonds and the Series 2007 Refunded Bonds.

"Refunding" shall mean providing for the payment of the principal amount of the Refunded Bonds, redemption premiums (if any), and interest accrued or to accrue to the date of redemption of the Refunded Bonds.

"Registered Owner" shall mean the Person whose name shall appear in the registration books of the Municipality maintained by the Paying Agent with respect to any of the Bonds.

“Series 1998 Bonds” shall mean the General Obligation Public Improvement Bonds, Series 1998, of the Municipality in the original principal amount of Six Million Dollars (\$6,000,000), dated July 1, 1998.

“Series 1998 Bond Resolution” shall mean the resolution authorizing and directing the issuance of the Series 1998 Bonds, adopted May 19, 1998, by the Governing Body.

“Series 1998 Paying Agent” shall mean Hancock Bank, Jackson, Mississippi.

"Series 1998 Project" shall mean the facilities acquired, constructed, improved, equipped or renovated with the proceeds of the Series 1998 Bonds.

"Series 1998 Refunded Bonds" shall mean all or any portion of the outstanding Series 1998 Bonds, which are to be refunded with a portion of the proceeds of the Bonds, as specified in the Bond Purchase Agreement (if any).

“2000 Promissory Note” shall mean the Municipality’s Promissory Note dated December 1, 2000 payable to the Mississippi Development Bank in the original principal amount of \$7,500,000, relating to the Mississippi Development Bank Special Obligation Bonds, Series 1999 (Capital Projects & Equipment Acquisition Program).

“2000 Promissory Note Paying Agent” shall mean Hancock Bank, Jackson, Mississippi.

"2000 Promissory Note Project" shall mean the facilities acquired, constructed, improved, equipped or renovated with the proceeds of the 2000 Promissory Note.

“2001 Promissory Note” shall mean the Municipality’s Promissory Note dated February 5, 2001 payable to the Mississippi Development Bank in the original principal amount of \$2,500,000, relating to the Mississippi Development Bank Special Obligation Bonds, Series 1999 (Capital Projects & Equipment Acquisition Program).

“2001 Promissory Note Paying Agent” shall mean Hancock Bank, Jackson, Mississippi.

"2001 Promissory Note Project" shall mean the facilities acquired, constructed, improved, equipped or renovated with the proceeds of the 2001 Promissory Note.

“Series 2003 Bonds” shall mean the General Obligation Bonds, Series 2003, of the Municipality in the original principal amount of Five Million Dollars (\$5,000,000), dated April 1, 2003.

“Series 2003 Bond Resolution” shall mean the resolution authorizing and directing the issuance of the Series 2003 Bonds, adopted March 18, 2003, by the Governing Body.

“Series 2003 Paying Agent” shall mean First National Bank of Clarksdale, Clarksdale, Mississippi.

"Series 2003 Project" shall mean the facilities acquired, constructed, improved, equipped or renovated with the proceeds of the Series 2003 Bonds.

"Series 2003 Refunded Bonds" shall mean all or any portion of the outstanding Series 2003 Bonds, which are to be refunded with a portion of the proceeds of the Bonds, as specified in the Bond Purchase Agreement (if any).

"Series 2005 Bonds" shall mean the General Obligation Water and Sewer Bonds, Series 2005, of the Municipality dated March 1, 2005, in the original aggregate principal amount of Five Million Two Hundred Thousand Dollars (\$5,200,000).

"Series 2005 Bond Resolution" shall mean the resolution authorizing and directing the issuance of the Series 2005 Bonds, adopted by the Governing Body on February 22, 2005.

"Series 2005 Paying Agent" shall mean The Peoples Bank, Biloxi, Mississippi.

"Series 2005 Project" shall mean the facilities acquired, constructed, improved, equipped or renovated with the proceeds of the Series 2005 Bonds.

"Series 2005 Refunded Bonds" shall mean all or any portion of the Series 2005 Bonds maturing on and after March 1, 2016, which are to be refunded with a portion of the proceeds of the Bonds, as specified in the Bond Purchase Agreement (if any).

"Series 2007 Bonds" shall mean the General Obligation Bonds, Series 2007 of the Municipality dated November 1, 2007, in the original aggregate principal amount of Ten Million Dollars (\$10,000,000).

"Series 2007 Bond Resolution" shall mean the resolution authorizing and directing the issuance of the Series 2007 Bonds, adopted by the Governing Body on November 6, 2007.

"Series 2007 Paying Agent" shall mean The Peoples Bank, Biloxi, Mississippi.

"Series 2007 Project" shall mean the facilities acquired, constructed, improved, equipped or renovated with the proceeds of the Series 2007 Bonds.

"Series 2007 Refunded Bonds" shall mean that portion of the Series 2007 Bonds maturing on or after November 1, 2015, which are to be refunded with a portion of the proceeds of the Bonds, as specified in the Bond Purchase Agreement (if any).

"Underwriter" shall mean Raymond James & Associates, Inc., St. Petersburg, Florida.

THE BONDS

Purpose and Authorization. The Bonds are being issued to raise money to finance payment in full of the Municipality's Promissory Note dated December 1, 2000 payable to the Mississippi Development Bank in the original principal amount of \$7,500,000, relating to the Mississippi Development Bank Special Obligation Bonds, Series 1999 (Capital Projects & Equipment Acquisition Program) and the Municipality's Promissory Note dated February 5, 2001 payable to the Mississippi Development Bank in the original principal amount of \$2,500,000, relating to the Mississippi Development Bank Special Obligation Bonds, Series 1999 (Capital Projects & Equipment Acquisition Program), and to redeem the all of the Municipality's outstanding

General Obligation Public Improvement Bonds, Series 1998, all of the Municipality's outstanding General Obligation Bonds, Series 2003, of the Municipality, the Municipality's General Obligation Water and Sewer Bonds, Series 2005, maturing on and after March 1, 2016 and the Municipality's General Obligation Bonds, Series 2007, maturing on and after November 1, 2015. and to pay the related costs of the issuance, sale and delivery of said refunding bonds and of the redemption of said bonds.

The Bonds will be issued pursuant to the provisions of the Act and the Bond Resolution.

Terms of the Bonds. The Bonds shall be in the principal amount of \$_____ ; shall be issued as fully registered bonds; shall be dated _____, 2014; shall be in the denomination of \$5,000 each or any integral multiple thereof up to the amount of a single maturity; shall be numbered consecutively in numerical order from 1 upward; shall bear interest from the date thereof at the rates set forth in this Official Statement, payable on April 1, 2015, and semiannually thereafter on April 1 and October 1 of each year; and shall mature, without option of prior payment, on the dates and in the years and principal amounts set forth in this Official Statement.

Security. For the purpose of effectuating and providing for the payment of the principal of and interest on the Bonds as the same shall respectively mature and accrue (including for this purpose any advancement of maturity pursuant to a mandatory sinking fund payment), there shall be and is hereby levied, to the extent necessary, a direct, continuing special tax upon all of the taxable property within the geographical limits of the Municipality, which tax, together with any other moneys available for such purpose, shall be 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 and the interest on the Bonds (including for this purpose any advancement of maturity pursuant to a mandatory sinking fund payment). Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes for the Municipality 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 rate or amount. The avails of said tax are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as the same shall respectively mature and accrue. Should there be a failure in any year to comply with the requirements of this section, such failure shall not impair the right of the Registered Owners of any of the Bonds in any subsequent year to have adequate taxes levied and collected to meet the obligations of the Bonds, both as to principal and interest.

Bond Fund. The Municipality shall maintain with a qualified depository thereof a Bond Fund in the name of the Municipality for the payment of the principal of and interest on the Bonds (including for this purpose any advancement of maturity pursuant to a mandatory sinking fund payment), and the payment of Paying Agents' fees in connection therewith. There shall be deposited into the Bond Fund as and when received: the accrued interest, if any, received upon delivery of the Bonds;

(2) the avails of any of the ad valorem taxes levied and collected pursuant to the Bond Resolution;

(3) any income received from investment of moneys in the Bond Fund; and

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

As long as any principal of and interest on the Bonds remains outstanding, the Municipality shall withdraw from the Bond Fund sufficient monies to make the payments herein provided for and transfer same to the account of the Paying Agent in time to reach said Paying Agent prior to the date on which said interest or principal and interest shall become due, and in accordance with any statutory requirements.

Sources and Uses of Funds. The following is a summary of the expected sources and uses of proceeds of the Bonds:

Sources of Funds.

Par Amount of the Series 2014 Bonds	\$
Reoffering Premium	
Total Sources	

Uses of Funds.

Refunding	\$
Cost of Issuance	
Underwriter's Discount	
Total Uses	\$

PLAN OF REFUNDING

Upon initial delivery of the Bonds, the proceeds of the sale thereof shall be deposited as follows:

Accrued Interest. Interest accrued on the Bonds from the dated date thereof to the date of delivery thereof, if any shall be deposited into the Bond Fund.

Payment of 2000 Promissory Note. Such amount as shall be sufficient to pay in full the 2000 Promissory Note shall be paid to the 2000 Promissory Note Paying Agent.

Payment of 2001 Promissory Notes. Such amount as shall be sufficient to pay in full the 2001 Promissory Notes shall be paid to the 2001 Promissory Note Paying Agent.

Refunding of Series 1998 Refunded Bonds. Such amount as shall be sufficient to accomplish the refunding of the Series 1998 Refunded Bonds shall be paid to the Series 1998

Paying Agent to provide for the payment, call and redemption of the Series 1998 Refunded Bonds as soon as practical after the issuance of the Bonds.

Refunding of Series 2003 Refunded Bonds. Such amount as shall be sufficient to accomplish the refunding of the Series 2003 Refunded Bonds shall be paid to the Series 2003 Paying Agent to provide for the payment, call and redemption of the Series 2003 Refunded Bonds as soon as practical after the issuance of the Bonds.

Refunding of Series 2005/2007 Refunded Bonds. Such amount as shall be sufficient to accomplish the refunding of the Series 2005 Refunded Bonds and the Series 2007 Refunded Bonds shall be paid over to the Escrow Agent for deposit into the Escrow Fund to provide for the payment, call and redemption of the Series 2005 Refunded Bonds on March 1, 2015 and for the payment, call and redemption of the Series 2007 Refunded Bonds on November 1, 2014.

Costs of Issuance Fund. The remaining moneys shall be deposited into the Costs of Issuance Fund. From such Costs of Issuance Fund there shall next be paid the costs, fees and expenses incurred by the Municipality in connection with the authorization, issuance, sale, validation and delivery of the Bonds and the Refunding. Any moneys remaining in the Costs of Issuance Fund after the purpose thereof has been satisfied shall be deposited into the Bond Fund.

1995 CONSTITUTIONAL AMENDMENT

The qualified electors of the State of Mississippi (the "State") voted in a general election held on November 7, 1995, to amend the Mississippi Constitution of 1890 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 Bonds as they mature and become 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 Bondholders' remedies in the event of a payment default, it potentially prevents Bondholders from obtaining a writ of mandamus to compel the levying of taxes to pay the principal of and interest on the Bonds in a court of the State. 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 Bondholders in the event of a payment default with respect to the Bonds. For example, Bondholders can seek a writ of mandamus to compel the Municipality to use any legally available moneys to pay the debt service on the Bonds, 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 the Mississippi Constitution §175, all public officers who are guilty of willful neglect of duty may be removed from office.

CONTINUING DISCLOSURE

The Municipality has entered into a Continuing Disclosure Agreement for the benefit of holders of the Bonds wherein the Municipality has agreed to provide annually certain financial information and operating data relating to the Municipality (the "Annual Reports"), and to provide notices through the Electronic Municipal Market Access ("EMMA") system established by the Municipal Securities Rulemaking Board (the "MSRB") (or such other system as may be subsequently authorized by the MSRB). The Annual Reports and notices of material events will be filed by the Municipality through the EMMA system (or such other system as may be subsequently authorized by the MSRB). The specific nature of the information to be contained in the Annual Reports or the notices of material events and the other provisions of the Continuing Disclosure Agreement are set forth in "APPENDIX D" hereto. A failure by the Municipality to comply with the Continuing Disclosure Agreement must be reported in accordance with the Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission of the United States of America and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Bonds and their market price.

There have been some instances in the previous five years in which the City has failed to comply with previous written undertakings of the City. **[INSERT DISCUSSION]** The City's intention is to file the information required under the continuing disclosure undertaking for the Bonds in a complete and timely manner and to hire an independent agent to monitor compliance within sixty (60) days of closing and throughout the term of the Series 2014 Bonds.

BOOK-ENTRY ONLY SYSTEM

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities 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 Bonds certificate will be issued for the Bonds in the aggregate principal amount of such issue, 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 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 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bonds ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect 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 transactions, 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 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 the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all 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 the Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such 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. Beneficial Owners of the Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bonds documents. For example, Beneficial Owners of the Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct

Participant in such issue to be redeemed. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Municipality 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 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 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 detailed information from the Municipality or the Paying Agent, on payment dates 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, the Paying Agent or the Municipality, 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 Municipality or the Paying Agent, 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 Bonds at any time by giving reasonable notice to the Municipality or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Bonds certificates are required to be printed and delivered.

The Municipality may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Bonds 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 Municipality believes to be reliable, but the Municipality takes no responsibility for the accuracy thereof. So long as Cede & Co. is the registered holder of the Bonds as nominee of DTC, references herein to the Holders, holders, or registered owners of the Bonds mean Cede & Co. and not the Beneficial Owners of the Bonds.

THE MUNICIPALITY AND THE PAYING AGENT CANNOT AND DO NOT GIVE ANY ASSURANCES THAT THE DIRECT PARTICIPANTS OR THE INDIRECT PARTICIPANTS WILL DISTRIBUTE TO THE BENEFICIAL OWNERS OF THE BONDS (I) PAYMENTS OF PRINCIPAL OF OR INTEREST AND PREMIUM, IF ANY, ON THE BONDS; (II) CERTIFICATES REPRESENTING AN OWNERSHIP INTEREST OR OTHER CONFIRMATION OF BENEFICIAL OWNERSHIP INTERESTS IN THE BONDS; OR (III) REDEMPTION OR OTHER NOTICES SENT TO DTC OR CEDE & CO., ITS NOMINEE, AS THE REGISTERED OWNERS OF THE 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 MUNICIPALITY NOR THE PAYING AGENT WILL HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO SUCH DTC PARTICIPANTS OR THE BENEFICIAL OWNERS WITH RESPECT TO (1) THE BONDS; (2) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (3) THE PAYMENT BY ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL AMOUNT OF OR INTEREST OR PREMIUM, IF ANY, ON THE BONDS; (4) THE DELIVERY BY ANY DTC PARTICIPANT OF ANY NOTICE TO ANY BENEFICIAL OWNER WHICH IS REQUIRED OR PERMITTED UNDER THE TERMS OF THE BOND RESOLUTION TO BE GIVEN TO BONDHOLDERS; (5) THE SELECTION OF THE BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (6) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS BONDHOLDER.

ECONOMIC AND DEMOGRAPHIC INFORMATION

General Description. The City, the county seat of the First Judicial District of Harrison County, Mississippi (the "County"), is located on the Gulf of Mexico in the south central section of the County, in the southernmost portion of the State of Mississippi (the "State"). The City is located 157 miles southeast of Jackson, the capital of the State, 73 miles east of New Orleans, Louisiana, and 73 miles west of Mobile, Alabama. It is bordered by the City of Long Beach to the west, the City of Biloxi and the Biloxi River to the east, the Gulf of Mexico to the south, and an unincorporated area of Harrison Count to the north.

The City, when founded in 1897 and incorporated in 1898, covered approximately one and one-half miles The City limits were extended in 1904, 1908, 1965, 1983 and 1991. The City was awarded an additional 33 square mile area on December 26, 1993, by the Harrison County Chancery Court, bringing the size of the City to approximately 62.37 square miles The addition of this area increased the City's population of 47,755 to a population in excess of 70,000, making Gulfport the second largest city in Mississippi.

With its central location in a tri-county area bordered by the Gulf of Mexico, the City has developed into a trade, professional, financial, industrial and shipping hub of the metropolitan statistical area. Contained within the City are the Gulfport-Biloxi International Airport, the only state owned deepwater seaport in Mississippi, the Naval Construction Battalion Center and an Air National Guard facility which serves the entire United States.

Blessed with the natural beauty of the region, rich in natural resources, abundant in history and tradition, the City was chosen by the Institute of Urban Research as possessing the "highest quality of life" in the State of Mississippi for cities over 25,000 population.

Gaming. The 1990 Session of the Mississippi State Legislature authorized certain counties in the State, including Harrison 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. As of April 1, 2012, 11 casinos (eight (8) in Biloxi, one (1) in Gulfport and two (2) in Hancock County) were in operation and, at the end of 2011, employed over 10,000 individuals. Margaritaville Casino in Biloxi opened the first new casino since Hurricane Katrina in May 2012 and will initially employ over 1,000 individuals. The Mississippi Gulf Coast currently has over 5,300,000 square feet of space devoted to casino facilities with 593,335 square feet dedicated to gaming operations.

The County and the City expects that gaming will continue to have a significant favorable impact on the local economy of Harrison County and the cities located therein, particularly the Cities of Biloxi and Gulfport. The assessed valuation of real and personal property has increased significantly since 1992. The casinos are among the top employers and taxpayers in Biloxi, Gulfport and the County. As of January 1, 2014, over _____ casino-affiliated hotel rooms were opened on the Mississippi Gulf Coast, and gross gaming revenues in 2013 exceeded [\$1 billion] on the Mississippi Gulf Coast.

According to the Mississippi Gaming Commission there are over 10,000 employees

working in the gaming industry on the Mississippi Gulf Coast. More than two-thirds of the casino patrons come from outside of Mississippi.

SOURCE: Mississippi Gaming Commission, <http://www.mgc.state.ms.us>, July, 2014

Tourism. The Mississippi Gulf Coast (the "Gulf Coast") has been cited in the year 2000 the "Top 100 Places to Do Business" in Forbes magazine and "Best Places to Live" in Money Magazine. Tourism and recreation accounted for a 28% increase in employment from 1992 to 2001. The introduction of high-rise hotel towers with large convention facilities, the increasing number of theaters with live entertainment, restaurants, and golf courses, permanently changes the character of the Gulf Coast tourism industry. With over 19,000 jobs, the Leisure & Hospitality employment sector is the Mississippi Gulf Coast's largest non-government source of jobs. The Mississippi Gulf Coast's tourism industry impacts over 36,000 jobs, including direct, indirect and induced jobs. Food and beverage sales continue to grow with over \$712 million in revenue for fiscal year ending June 30, 2011. The Mississippi Gulf Coast Coliseum and Convention Center in Biloxi opened its new 400,000 sq. ft. Convention Center in 2010 and consistently hosts large conventions. The Mississippi Gulf Coast offers 22 golf courses and hosted the PGA Champions Tour, *Mississippi Gulf Resort Classic*, for the third consecutive year this spring. The Frank Gehry-designed Ohr-O'Keefe Museum in Biloxi opened phase one of the museum in 2010 and expects to open the completed campus later this year. The museum projects an annual economic impact of \$18-20 million.

SOURCE: Mississippi Department of Revenue, <http://www.dor.ms.gov>, July, 2014; Mississippi Coast Coliseum and Convention Center, <http://www.mscoastcoliseum.com/>, July, 2014; Ohr-O'Keefe Museum of Art, <https://www.georgeohr.org/>

Population. The population of the Municipality has been recorded as follows:

<u>2010</u>	<u>2000</u>	<u>1990</u>	<u>1980</u>
67,793	71,127	40,775	39,676

SOURCE: Census Data at website: www.census.gov

Government. The City operates under a Mayor-City Council form of government. The City Council consists of seven members, each elected by respective voting precincts or wards. The Mayor, who is elected at-large, and members of the City Council are elected for concurrent four year terms. The current Mayor and City Council members whose terms expire July 2017, are as follows:

<u>Name</u>	<u>Occupation</u>	<u>Position Held Since</u>
Billy Hewes	Mayor	July 2013
Kenneth L. Casey, Sr.	Longshoreman/Elected	July 2009
Myles Sharp	Attorney	July 2013
Ella Holmes-Hines	Elected Official	July 1997
F.B. "Rusty" Walker, IV	Businessman	July 2009
Ricky Dombrowski	Businessman	July 2009
Robert "R.Lee" Flowers	Engineer	July 2009

Transportation. Interstate Highway 10 runs east and west within the City's corporate limits and intersects with U.S. Highway 49, which runs North and South. Highway 49 intersects with U.S. Highway 90 at the Gulfport Harbor. U.S. Highway 90, Mississippi's most heavily traveled highway, parallels the Gulf of Mexico to the south from the St. Louis Bay to the Bay of Biloxi. Additionally, the City is served by numerous state, county, and local roads providing excellent circulation and access to coastal and rural areas.

The Kansas City Southern Railroad provides north/south rail service, while the CSX Railroad serves east/west bound traffic. The State Port at Gulfport accesses the Illinois Central and Canadian National lines through a 15-year joint marketing agreement between these two rail lines and KCS.

The Gulfport-Biloxi International Airport (the "Airport"), located approximately three miles from the City's central business district, occupies approximately 1,200 acres within the City. With two runways, one having a length of 9,000 feet and one having a length of 5,000 feet, the Airport has the capability of serving all the largest commercial aircraft currently in use. Scheduled carriers providing passenger flights daily connecting to Atlanta, Georgia; Charlotte, North Carolina; St. Petersburg/Clearwater, Florida; and Houston and Dallas, Texas are American Eagle/American Airlines, United Airlines, Delta, US Airways, and Vision Airline. The Airport is also handles international trade activity, serving as a U.S. Customs port of entry and a foreign trade zone. It completed a 40,000 sq. ft. air cargo facility that includes 20,000 square feet of chiller space, 20,000 square feet of cargo sorting and distribution space, and 6,000 square feet of office space. The number of aircraft enplanements and deplanements in 2011 was 782,023. The Airport recently completed an expansion which added two new gates, a larger lobby and ticket area, improved roads to and from the terminal, larger baggage claim and security areas and space for two new airlines. A new covered, multi-level 800-space parking garage recently opened.

The Port of Gulfport (the "Port") is located 12 miles from Ship Island and the open waters of the Gulf of Mexico. It is a deep water seaport strategically positioned on the Gulf of Mexico, just 16 miles from shipping lanes and five nautical miles from the intracoastal waterway. Because of its location, ships can be in international waters within one hour of sailing from the harbor at Gulfport. The Port has direct access to Highway 49 and is only 10 minutes from Interstate Highway 10. Trucks can easily distribute products to 75% of the U.S. market within 24 hours. The intermodal movement of cargo at the Port is accommodated on port in the form of vessel-to-vessel, vessel-to-rail, and/or vessel—to-truck transfer. At least 45 truck lines service the Port of Gulfport on a daily basis.

Currently, the Port is undergoing a \$621 million restoration project, funded by a United States Department of Housing and Urban Development Community Development Block Grant and administered by the Mississippi Development Authority. The new and expanded Port at Gulfport is expected to quadruple container capacity by 2017 and create more than 1,300 new direct jobs and attract new container traffic anticipated from the Panama Canal expansion in 2015. The Port of Gulfport reported an increase in cargo volume of 3.6% in 2011, or 216,000 TEU's (twenty foot equivalent units). More than 2.2 million tons of cargo moved through Gulfport in 2011, representing a year over year increase of 3.2%. The Port is capable of handling bulk, break-bulk and containerized cargo. With 6,000 feet of berthing space, it is the third busiest container port on the U.S. Gulf of Mexico and the second largest importer of green fruit in the U.S.

The Port's channel is approximately 250 feet wide and is maintained to a depth of 36 feet. The Port's North Harbor is maintained to a depth of 32 feet, while the South Harbor and Turning Basin, which is approximately 1,320 feet wide, are maintained to a depth of 36 feet. The Port consists of 10 multiple berths ranging from 525 — 750 feet. The Port was acquired from the City of Gulfport by the State of Mississippi in 1961. It serves as a U.S. Customs port of entry, providing excellent bases for international trade. It is a deep water terminal on the Gulf Intercoastal Waterway which serves barge as well as steamship traffic. In 2005 the Port set an annual tonnage record at over 2.5 million tons of cargo.

Harrison County Industrial Seaway is approximately five miles in length extending from Big Lake to the western terminus of the channel, including turning basins in Gulfport Lake and at the western terminus. The dimensions of the channel vary from 12 feet deep by 150 feet wide from the Back Bay channel to the turning basin in Gulfport Lake and then 12 feet deep by 100 feet wide to the western terminus. The Harrison County Industrial Seaway serves the 1,700-acre Bernard Bayou/Intraplex 10/Port Intraplex industrial park. Completed in 1965, it provides shipping access ability to the Gulf of Mexico from Highway 49 through the Biloxi Bay.

Greyhound Trailways Bus Lines, located in the central business district, provides interstate bus service to the area. Coast Transit Authority provides five bus routes to serve intracity transportation needs with additional services to senior citizens and handicapped persons.

SOURCE: Mississippi State Port Authority, <http://www.shipmspa.com/>, July, 2014; Gulfport-Biloxi International Airport, <http://www.flygpt.com/>, July, 2014; Coast Transit Authority, <http://coasttransit.com/>, July, 2014; Harrison County Development Commission, <http://mscoast.org/>, July, 2014; Greyhound Bus Line, <http://www.greyhound.com/>, July, 2014.

Per Capita Income.

<u>Year</u>	<u>County</u>	<u>Mississippi</u>	<u>United States</u>	County as % <u>of U. S.</u>
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SOURCE: United States Department of Commerce, Bureau of Economic Analysis, July, 2014.

Retail Sales.

State Fiscal Year <u>Ended June 30</u>	<u>Amount</u>
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SOURCE: Mississippi State Tax Commission, Annual Report, for fiscal years indicated.

Sales Tax Rebates from State.

The State of Mississippi rebates monthly 18.5% of the total State sales tax for all sales originating within the City; this rebate may be used for any lawful purpose. Sales tax rebates from the State to the City are as follows:

State Fiscal Year <u>Ended June 30</u>	<u>Amount</u>
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SOURCE: Mississippi Department of Revenue website: <http://www.dor.ms.gov>

Employment Statistics of the County.

SOURCE: Mississippi Department of Employment Security, website: www.mdes.ms.gov
Annual Averages, Labor Force and Establishment Based Employment.

Educational Facilities.

<u>Scholastic Year</u>	<u>Enrollment</u>

SOURCE: Mississippi Department of Education website at <http://orsap.mde.k12.ms.us>,

TAX INFORMATION

[to be inserted from Continuing Disclosure Filings]

DEBT INFORMATION

[to be inserted from Continuing Disclosure Filings]

TAX EXEMPTION

Exclusion from Gross Income Pursuant to Section 103 of the Internal Revenue Code. In the opinion of Bond Counsel, under existing statutes, regulations, rulings and decisions, as presently interpreted and construed, and based on the assumptions described below, and subject to the exceptions, conditions and limitations described below, (a) the interest on the Bonds is excluded from gross income for federal income tax purposes and (b) the Bonds are not "specified private activity bonds" and interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; however, with respect to corporations (as defined for federal income tax purposes), such interest is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on such corporations.

Original Issue Discount. To the extent the issue price of any maturity of the Bonds is less than the amount to be paid at maturity of such Bonds (excluding amounts stated to be interest and payable at least annually over the term of such Bonds), the difference constitutes "original issue discount," the accrual of which, to the extent properly allocable to each holder thereof, is treated as interest on the Bonds which is excluded from gross income for federal income tax purposes. For this purpose, the issue price of a particular maturity of the Bonds is the first price at which a substantial amount of such maturity of Bonds is sold to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers). The original issue discount with respect to any maturity of the Bonds accrues daily over the term to maturity of such Bonds on the basis of a constant rate compounded on periodic compounding (with straight-line interpolations between compounding dates). In general, the length of the interval between periodic compounding dates cannot exceed the interval between debt service payments on such Bonds and must begin or end on the date of such payments. The accruing original issue discount is added to the adjusted basis of such Bonds to determine taxable gain or loss upon disposition (including sale, redemption or payment on maturity) of such Bonds. Holders of the Bonds should consult with their own tax advisors with respect to the tax consequences of ownership of Bonds with original issue discount, including the treatment of purchasers who do not purchase such Bonds in the original offering to the public at the first price at which a substantial amount of such Bonds are sold to the public.

Original Issue Premium. Bonds purchased, whether at original issuance or otherwise, for an amount greater than their principal amount payable at maturity (or, in some cases, at their earlier call date) ("Series 2014 Premium Bonds") will be treated as having amortizable bond premium. No deduction is allowable for the amortizable bond premium in the case of bonds, like the Series 2014 Premium Bonds, the interest on which is excluded from gross income for federal income tax purposes. However, the amount of tax-exempt interest received, and a holder's basis in a Series 2014 Premium Bond, will be reduced by the amount of amortizable bond premium properly allocable to such holder. Holders of Series 2014 Premium Bonds should consult their own tax advisors with respect to the proper treatment of amortizable bond premium in their particular circumstances.

Certain Other Provisions of the Code Affecting Owners of the Bonds; Other Federal Tax Consequences of Interest on the Bonds.

Branch Profits Tax. Interest on the Bonds earned by certain foreign corporations doing business in the United States of America may be subject to the branch profits tax imposed by Section 884 of the Code.

S Corporations. Interest on the Bonds will be includable in calculating the tax on "excess net passive income" imposed by Section 1375 of the Code on certain Subchapter S corporations that have Subchapter C earnings and profits.

Social Security and Railroad Retirement Benefits. Interest on the Bonds held by persons who also receive Social Security or Railroad Retirement Benefits may have the effect of subjecting part of such benefits to federal income taxation.

Insurance Companies. Pursuant to Section 832 of the Code, deductible underwriting losses of property and casualty insurance companies will be reduced by 15 percent of the amount of interest earned on the Bonds. (If the amount of the reduction exceeds the amount otherwise deductible as losses incurred, such excess may be includable in income).

Financial Institutions. Section 265(b)(1) of the Code provides that commercial banks, thrift institutions and other financial institutions may not deduct the portion of their otherwise allowable interest expense allocable to tax-exempt obligations acquired after August 7, 1986 (other than "qualified tax-exempt obligations" as defined in Section 265(b)(3) of the Code).

The Bonds are "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Code. Eighty percent of the interest expense deemed incurred by banks, thrift institutions and other financial institutions to purchase or to carry "qualified tax-exempt obligations" is deductible.

Bond Counsel Opinion. Bond Counsel will not address or opine with respect to any federal tax consequences arising with respect to the Bonds, other than its opinion with respect to the exclusion of interest on the Bonds from gross income for federal income tax purposes pursuant to Section 103 of the Code, its opinion that the Bonds are "qualified tax-exempt obligations," and its opinion that the Bonds are not "specified private activity bonds." Prospective investors, particularly those who may be subject to special rules, are advised to consult their own tax advisors regarding the federal tax consequences of owning and disposing of the Bonds, as well as any tax consequences arising under the laws of any state or other taxing jurisdiction.

Future Federal Legislation. Legislation which may affect the tax consequences of owning municipal bonds is constantly being considered by the United States Congress. There can be no assurance that legislation enacted after the date of issuance of the Bonds will not adversely affect the tax consequences of owning the Bonds, the exclusion of interest on the Bonds from gross income for federal income tax purposes or the market price of the Bonds.

RATING

Moody's Investors Service, Inc. has assigned a rating of "___" to the Bonds. This rating reflects only the view of such organization, and an explanation of the significance of the rating may be obtained only from said rating agency. The rating may be changed, suspended or withdrawn as a result of changes in, or unavailability of, information. Any downward revision, suspension or withdrawal of such rating may have an adverse effect on the market price of the Bonds.

MISCELLANEOUS AND LEGAL INFORMATION

No Default on Securities. No securities of the Municipality have been in default as to principal or interest payments or in any other material respect. No principal or interest on any obligation of the Municipality is past due.

No Bond Proceeds for Current Operating Expenses. No proceeds from the sale of securities (except tax anticipation notes issued against revenues of a current Fiscal Year) have been used for current operating expenses at any time in at least the last ten years.

Pension Plan. The Municipality has no pension or retirement plan for its employees. All full-time employees of the Municipality are members of the Mississippi Public Employees' Retirement System. For a discussion of the Municipality's participation in the system, see "APPENDIX B" hereto.

Legal Proceedings. From time to time, claims are made against the Municipality, some of which result in litigation against the Municipality. None of the pending or threatened claims are expected to affect the Municipality's ability to perform its obligations to the Registered Owners of the Bonds.

Sovereign Immunity. In 1982, in *Pruett v. City of Rosedale*, the Mississippi Supreme Court (the "Supreme Court") abolished the judicial common law doctrine of sovereign immunity, effective July, 1984, and invited a legislative response by creation of statutory sovereign immunity. In 1984, the Legislature enacted a tort claims act (the "Tort Claims Act") that gave statutory sovereign immunity to the State and its political subdivisions, and then provided for a limited and capped waiver of that immunity.

The Tort Claims Act, as amended, provides a broad statutory sovereign immunity for acts and omissions of governmental entities, whether governmental, proprietary, discretionary or ministerial, including for breach of an implied contract, and without regard to whether a fee, charge or other consideration was paid. The Tort Claims Act waives this statutory sovereign immunity up to certain maximum limits of liability, except for specified circumstances; the maximum liability arising out of a single occurrence is \$500,000 for claims arising on or after July 1, 2001. Attorney fees and punitive damages are not allowed unless otherwise specifically authorized by law; trial of claims arising under the Tort Claims Act shall be conducted without a jury; a claimant must exhaust his administrative remedies before he files suit, and he must file within one year after the cause of action arises; governmental entities and their employees acting within the course and scope of their employment shall not be liable for any claims under specified circumstances; all political subdivisions must purchase liability insurance or set up self-

insurance reserves sufficient to cover risks of claims under the Tort Claims Act; all governmental entities may purchase liability insurance in excess of the maximum liability and immunity shall be waived to the extent of the excess liability insurance; and any two or more political subdivisions may enter into agreement to pool liabilities through insurance or self-insurance reserves.

Under existing law, the defense of sovereign immunity would not be available to the Municipality against a claim for payment, when due, of principal or interest on the Bonds.

Validation. The Bonds will be submitted to validation before the Chancery Court of the First Judicial District of the County as provided by Sections 31-13-1 to 31-13-11, Mississippi Code of 1972.

Underwriting.

Auditors. The financial statements of the Municipality as of September 30, 2013, have been audited by _____, Gulfport, Mississippi, independent certified public accountants, as set forth in their report thereon appearing as "APPENDIX B" hereto. _____ has not performed any procedures relating to this Preliminary Official Statement.

Approval of Legal Proceedings. All legal matters in connection with the authorization and issuance of the Bonds are subject to the final approval of the legality thereof by Jones Walker LLP, Bond Counsel. Copies of such opinion will be available at the time of delivery of the Bonds. No representation is made to the Registered Owners of the Bonds that Bond Counsel has verified the accuracy, completeness or fairness of the statements in this Preliminary Official Statement and Bond Counsel assumes no responsibility to the Registered Owners of the Bonds except for the matters set forth in such opinion.

Verification of Mathematical Computations. The arithmetical accuracy of certain computations included in the schedules provided by the Underwriter on behalf of the Municipality relating to (a) computation of forecasted receipts of principal and interest on the Government Obligations and the forecasted payments of principal and interest to redeem the Refunded Bonds and (b) computation of the yields on the Bonds and the Government Obligations was examined by The Arbitrage Group, LLC, certified public accountants. Such computations were based solely upon assumptions and information supplied by the Underwriter on behalf of the Municipality. The Arbitrage Group, LLC has restricted its procedures to examining the arithmetical accuracy of certain computations and has not made any study or evaluation of the assumptions and information upon which the computations are based, and, accordingly, has not expressed an opinion on the data used, the reasonableness of the assumptions or the achievability of the forecasted outcome.

Miscellaneous. The references, excerpts and summaries of all documents referred to herein do not purport to be complete statements of the provisions of such documents, and reference is directed to all such documents for full and complete statements of all matters of fact relating to the Bonds, the security for the payment of the Bonds and the rights and obligations of the Registered Owners thereof.

The information contained in this Preliminary Official Statement has been taken from sources considered reliable, but is not guaranteed. To the best of our knowledge, information in this Preliminary Official Statement does not include any untrue statement of material fact; nor does the information omit the statement of any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

A copy of this Preliminary Official Statement may be obtained from:

or L. Keith Parsons, Esq.
kparsons@joneswalker.com
Jones Walker LLP
P. O. Box 427
Jackson, Mississippi 39205-0427

CITY OF GULFPORT, MISSISSIPPI

BY: /s/ Billy Hewes
Mayor

/s/ Scott Wilson
City Clerk

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APPENDIX A

**BUDGET OF ESTIMATED REVENUES AND EXPENDITURES FOR THE FISCAL
YEAR ENDING SEPTEMBER 30, 2014**

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APPENDIX B

**AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2013**

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APPENDIX C
FORM OF BOND COUNSEL OPINION

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FORM OF BOND COUNSEL OPINION

_____, 2014

TO WHOM IT MAY CONCERN:

We have acted as bond counsel in connection with the issuance by the City of Gulfport, Mississippi (the "Municipality"), of \$_____ General Obligation Refunding Bonds, Series 2014, dated _____, 2014 (the "Bonds"). We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

As to questions of fact material to our opinion we have relied upon the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation, and we express no opinion relating to the accuracy, completeness or sufficiency of any offering material relating to the Bonds.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The Bonds are valid and binding general obligations of the Municipality.
2. All taxable property in the territory of the Municipality is subject to ad valorem taxation without limitation as to rate or amount to pay the Bonds. The Municipality is required by law to include in its annual tax levy the principal and interest coming due on the Bonds to the extent the necessary funds are not provided from other sources.
3. Subject to the condition set forth in the immediately succeeding sentence, (a) the interest on the Bonds is excluded from gross income for federal income tax purposes and (b) the Bonds are not "specified private activity bonds" and interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; however, with respect to corporations (as defined for federal income tax purposes), such interest is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on such corporations. The opinions set forth in the immediately preceding sentence are subject to the condition that the Municipality comply with all requirements of the Code, compliance with which subsequent to the issuance of the Bonds is necessary in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The Municipality has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal income tax purposes to be retroactive to the date of issuance of the Bonds. We express no opinion regarding other federal tax consequences arising with respect to the Bonds.

4. Under existing statutes, regulations and court decisions as presently interpreted and construed, interest on the Bonds earned by the respective owners thereof is excludable from gross income for purposes of computing income taxes imposed by the State of Mississippi.

The rights of the owners of the Bonds and the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and their enforcement may be subject to the exercise of judicial discretion in appropriate cases.

Respectfully submitted,

JONES WALKER LLP

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APPENDIX D

**FORM OF CONTINUING DISCLOSURE CERTIFICATE
OF THE CITY OF GULFPORT, MISSISSIPPI**

**FORM OF
CONTINUING DISCLOSURE CERTIFICATE OF
THE CITY OF GULFPORT, MISSISSIPPI**

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of Gulfport, Mississippi (the "Municipality"), in connection with the issuance of \$_____ General Obligation Refunding Bonds, Series 2014, dated _____, 2014 (the "Bonds"). The Bonds are being issued pursuant to a resolution adopted by the Mayor and City Council (the "Governing Body") of the Municipality on July 22, 2014 (the "Bond Resolution"). The Municipality covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Municipality for the benefit of the Bondholders and Beneficial Owners and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12(b)(5).

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

"Annual Report" means any Annual Report provided by the Municipality pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries) or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Dissemination Agent" means a banking institution or other person or entity appointed by resolution of the Municipality as the Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Municipality and which has provided the Municipality a written acceptance of such designation.

"EMMA" means MSRB's Electronic Municipal Market Access system on the MSRB Website.

"Listed Event" means any of the events listed in Section 5 of this Disclosure Certificate.

"MSRB" means the Municipal Securities Rulemaking Board established under the 1933 Securities Act, as amended, or any successor thereto.

"MSRB Website" means www.emma.msrb.org.

"National Repository" means (a) MSRB's EMMA, and (b) in the future, any successor repository or repositories prescribed by the SEC for the purpose of serving as repository under the Rule.

"Official Statement" means the Official Statement dated _____, 2014, pertaining to the Bonds.

"Participating Underwriter" means any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Required Electronic Format" means the electronic format then prescribed by the SEC or the MSRB pursuant to the Rule.

"Repository" means each National Repository and the State Repository.

"Rule" means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State" means the State of Mississippi.

"State Repository" means any public or private repository or entity designated by the State as a state repository for the purpose of the Rule and recognized as such by the Securities and Exchange Commission. As of the date of this Disclosure Certificate, there is no State Repository.

"Submission Date" means the date on which the Annual Report is submitted to the Repositories pursuant to Section 3 of this Disclosure Certificate, which shall be a date not later than 180 days after the end of the Municipality's fiscal year (presently September 30), commencing with the report for the 2014 fiscal year.

SECTION 3. Provision of Annual Reports.

(a) The Municipality shall, or shall cause the Dissemination Agent to, not later than the Submission Date, provide to each Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Municipality may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date, but no later than 30 days after the audited financial statements are completed. If the Municipality's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5.

(b) Not later than fifteen (15) Business Days prior to the Submission Date, the Municipality shall provide the Annual Report to the Dissemination Agent (if other than the Municipality). If the Municipality is unable to provide to the Repositories an Annual Report by the Submission Date, the Municipality shall send a notice to each Repository or the Municipal Securities Rulemaking Board and the State Repository, if any, in substantially the form attached as "Exhibit A."

(c) The Dissemination Agent shall:

(1) determine each year prior to the Submission Date the name and address of each National Repository and the State Repository, if any; and

(2) if the Dissemination Agent is other than the Municipality, file a report with the Municipality certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided and listing all the Repositories to which it was provided.

SECTION 4. Content of Annual Reports. The Municipality's Annual Report shall contain or include by reference (a) financial information of the type included in the subsections of the Official Statement entitled "Assessed Valuation," "Tax Levy Per \$1,000 Valuation" and "Ad Valorem Tax Collections" and (b) the audited financial statements of the Municipality for the prior fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the Municipality's audited financial statements are not available by the Submission Date, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available. Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Municipality or related public entities, which have been submitted to each of the Repositories or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The Municipality shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

The Municipality shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, in a timely manner not in excess of ten (10) business days after the occurrence thereof:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;

- (7) modifications to rights of security holders, if material;
- (8) bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution or sale of property securing repayment of the securities, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the Municipality;
- (13) consummation of a merger, consolidation, or acquisition involving the Municipality, the sale of all or substantially all of the assets of the Municipality other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; and
- (14) appointment of a successor or additional trustee or the change of name of a trustee, if material.

The events listed above are quoted from the Rule and some may not be applicable to the Municipality or the Bonds.

SECTION 6. Termination of Reporting Obligation. The Municipality's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the Municipality shall give notice of such termination in the manner as for a Listed Event under Section 5.

SECTION 7. Dissemination Agent. The Municipality may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Municipality pursuant to this Disclosure Certificate. From the date hereof until such time (if any) that the Municipality appoints a Dissemination Agent, or if a Dissemination Agent appointed by the Municipality resigns or is discharged and the Municipality does not appoint a successor Dissemination Agent, the Municipality, acting through the City Clerk of the Municipality, shall carry out the duties of the Dissemination Agent under this Disclosure Certificate.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Municipality may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (1) is approved by the Bondholders in the same manner as provided in the Bond Resolution for amendments to the Bond Resolution with the consent of Bondholders or (2) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Bondholders or Beneficial Owners.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Municipality shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Municipality. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (a) notice of such change shall be given in the same manner as for a Listed Event under Section 5, and (b) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Municipality from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Municipality chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Municipality shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the Municipality to comply with any provision of this Disclosure Certificate, any Bondholder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Municipality to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Bond Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Municipality to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Municipality agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Municipality under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Municipality, the Dissemination Agent, the Participating Underwriters and the Bondholders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Date: _____, 2014

CITY OF GULFPORT, MISSISSIPPI

City Clerk

EXHIBIT A

**NOTICE TO REPOSITORIES OF
FAILURE TO FILE ANNUAL REPORT**

Name of Municipality: City of Gulfport, Mississippi

Name of \$_____ General Obligation Refunding Bonds, Series 2014

Date of Issuance: _____

NOTICE IS HEREBY GIVEN that the Municipality has not provided an Annual Report with respect to the above-referenced Bonds as required by the Bond Resolution. The Municipality anticipates that the Annual Report will be filed by _____, 20__.

Date: _____, 20__

CITY OF GULFPORT, MISSISSIPPI

City Clerk

EXHIBIT B

Nationally Recognized Municipal Securities Information Repository approved by the Securities and Exchange Commission as of February, 2012:

Municipal Securities Rulemaking Board (MSRB)
<http://emma.msrb.org/>

POST ISSUANCE COMPLIANCE PROCEDURES

CITY OF GULFPORT, MISSISSIPPI

\$_____GENERAL OBLIGATION REFUNDING BONDS SERIES 2014

DATED DATE: _____, 2014
CLOSING DATE: _____, 2014

All words and phrases defined in the Bond Resolution and Bond Purchase Agreement shall have the same meanings herein. In addition, as used herein, the following words and phrases shall have the following meanings:

“Bond Counsel” shall mean Jones Walker LLP, Jackson, Mississippi, or any other nationally recognized attorneys on the subject of municipal bonds.

“Bond Resolution” shall mean the resolution of the Municipality adopted on July 22, 2014.

“Bonds” shall mean the \$_____General Obligation Refunding Bonds, Series 2014 of the Municipality authorized and directed to be issued in the Bond Resolution.

“Bond Purchase Agreement” shall mean the Bond Purchase Agreement dated as of _____, 2014 pursuant to which the Underwriter agreed to purchase the Bonds.

"Clerk" or "City Clerk" shall mean the City Clerk of the Municipality.

"Code" will mean the Internal Revenue Code of 1986, as amended, supplemented or superseded.

“Federal Tax Certificate” shall mean that certain Federal Tax Certificate, dated as of _____, 2014, executed by the Municipality in connection with the issuance of the Bonds.

“Financing Documents” shall mean the Bond Resolution, the Bond Purchase Agreement, the Official Statement and all other documents, certificates, writings and representations delivered in connection with the issuance of the Bonds.

"Governing Body" shall mean the City Council of the Municipality.

“Municipality” shall mean the City of Gulfport, Mississippi.

“Official Statement” shall mean the Official Statement dated as of _____, 2014 for the Bonds.

“Procedures” shall mean these Post Issuance Compliance Procedures.

“Regulations” shall mean the regulations issued pursuant to the Code.

“Responsible Party” shall mean the party specified in each section of these Procedures as being responsible for compliance with these procedures.

“SLGS” shall mean special Treasury securities sold by the United States Treasury Department to states, municipalities and other local government bodies. The interest rates and maturities of SLGS can be subscribed for by an issuer of municipal securities in such a manner as to comply with arbitrage restrictions imposed under the Internal Revenue Code.

"Underwriter" shall mean Raymond James & Associates, Inc., St. Petersburg, Florida.

"Verification Agent" shall mean The Arbitrage Group, Inc., Buhl, Alabama.

General

These Post Issuance Compliance Procedures are intended to complement, but not to be a substitute for, the requirements set forth in the Federal Tax Certificate and the Financing Documents.

Information Regarding the Bonds:

1. The Bonds were publicly offered, and the issue price (the "Issue Price") is the price paid by the first buyer of the Bonds (the aggregate payments made by the Underwriter under the purchase agreement, including modifications thereof)
2. As certified by the Underwriter, the yield on the Bonds is not less than _____% per annum.
3. Arrangements have been made for the purchase of SLGS from the Federal Reserve Bank to bear interest at a rate not exceeding the rate on the Bonds set forth above.

Proceeds of the Bonds

The moneys in the escrow fund will be spent within the required time frames. The only other sales proceeds remaining are the costs of issuance. The moneys not used for costs of issuance should be spent within sixty (60) days. If not spent within that time, Bond Counsel should be contacted immediately.

Escrow Fund – Restriction of Yield

Requirements:

The investment yield on proceeds of the Bonds deposited in the escrow account for the redemption of the Series 2005 Refunded Bonds must not exceed the yield on the Bonds (rate set forth above). Arrangements have been made for the purchase of SLGS in compliance with that requirement.

Timing: Arrangements have been made for the purchase of SLGS with a yield of _____ for the redemption of the Series 2005 Refunded Bonds.

Responsible Parties: Escrow Agent

Costs of Issuance Fund

Requirements:

Costs of Issuance will be expended within sixty (60) days of the date hereof to pay costs of issuance of the Bonds and costs related to the Refunding. Any of such amount which has not been expended for such purposes will be deposited in the Bond Fund for the Bonds (the “Bond Fund”) established by the Bond Resolution, and used to pay interest on the Bonds on the next interest payment date.

Timing: Sixty (60) days from _____, 2014

Responsible Party: _____
Initials of City Clerk

Bond Fund – Avoidance of Arbitrage Rebate

Requirements:

The moneys in the Bond Fund may be invested without restriction as long as the fund is used primarily to achieve a proper matching of tax revenues with principal and interest payments. If (1) the amount therein following the principal and interest payment on December 1 of each year exceeds \$100,000, and (2) any investments in the Bond Fund exceed 1.583724%, then Bond Counsel should be contacted.

Timing: December 2 of each year

Responsible Party: _____
Initials of City Clerk

Private Use of Bond Financed Facilities

Requirements:

The restrictions on private use of property are set forth in Article 3 of the Federal Tax Certificate.

Private use may result from the sale or lease of bond-financed property or the granting of special legal entitlements to a private business or the Federal government. Private business use can also result from contracts that permit private business activities to be conducted using bond-financed property or from research performed in a bond financed facility for private parties or the Federal government. In addition, private use may result if private non-profit entities have regular and extended use of bond financed property.

Timing: Any material agreement that permits a private business or the Federal Government or any private non-profit entity to use bond-financed property should be reviewed prior to execution. Annually, a general review of the use of bond financed facilities should be conducted. Bond-financed property should not be sold or leased without first consulting with Bond Counsel.

Responsible Party: _____
Initials of City Clerk

Remedial Action Upon Change in Use

Requirements:

A deliberate action that changes the use of the bond financed property and results in private business use in excess of permitted amounts can be remedied if remedial action is taken under Treasury Regulation §1.141-12.

Remedial action generally consists of redemption or defeasance of a portion of the outstanding bonds.

Timing: The remedial action generally must be implemented within 90 days of the deliberate action.

Responsible Party: _____
Initials of City Clerk

Record Retention

Requirements:

Records relating to the bond issue should be maintained until three years after all of the Bonds have been retired.

Records include the bond transcript, documentation of expenditures, and documentation of the government and private use of the bond financed property.

Timing: Ongoing.

Responsible Party: _____
Initials of City Clerk

Reporting to the Internal Revenue Service

Requirements:

IRS Form 8038-G for the Bonds will be filed promptly after the Closing but in any event on or before the 15th day of the second (2nd) calendar month after the close of the calendar quarter in which the Bonds were issued.

Timing: IRS Form 8038-G should be filed promptly after closing no more than sixty (60) days after _____, 2014.

Responsible Party: Bond Counsel

Dated: _____, 2014.

City of Gulfport, Mississippi

Scott Wilson, City Clerk



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Purchasing

Date: 07/09/2014

Subject: Resolution - approving Master Services Agreement with Compton Engineering, Inc., for Engineering Services related to the repairs of certain Piers and Jetties damaged by Hurricane Isaac.

Recommendation:

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2014, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
TO APPROVE MASTER SERVICES AGREEMENT BETWEEN THE CITY OF
GULFPORT AND COMPTON ENGINEERING, INC., FOR ENGINEERING SERVICES
RELATED TO THE REPAIR OF CERTAIN PIERS AND JETTIES (HURRICANE
ISSAC) AND TO AUTHORIZE THE EXECUTION OF THE SAME BY THE MAYOR**

WHEREAS, on April 8, 2014, the City of Gulfport governing authorities authorized the administration to enter into negotiations with Compton Engineering, Inc., with regard to an agreement for provision of engineering services related to the repair of certain piers and jetties damaged in Hurricane Isaac in 2012; and

WHEREAS, negotiations were and have been undertaken pursuant to said prior authorization and have been successful, and a proposed ENGINEERING MASTER SERVICES AGREEMENT BETWEEN THE CITY OF GULFPORT AND COMPTON ENGINEERING, INC., is attached hereto for review as Exhibit “A” hereto and is recommended for approval as being in the best interest of the City of Gulfport.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the ENGINEERING MASTER SERVICES AGREEMENT BETWEEN THE CITY OF GULFPORT AND COMPTON ENGINEERING, INC., be and it is hereby approved in the same form as is found in Exhibit “A” to this resolution, and the Mayor be, and he is hereby, authorized to execute the same on behalf of the City of Gulfport.

SECTION 3. That this Resolution shall be in effect immediately upon its passage and enactment according to law, and shall be spread upon the minutes of the Gulfport City Council.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2014.

MAYOR

**ENGINEERING MASTER SERVICES AGREEMENT
BETWEEN
THE CITY OF GULFPORT, MISSISSIPPI
AND**

THIS AGREEMENT, made and entered into this the ____ day of _____, 2014, at Gulfport, Mississippi, by and between the City of Gulfport, Mississippi, acting by and through its Mayor and City Council ("the Governing Authority") hereinafter referred to as "Owner" or "City" and Compton Engineering, Inc., hereinafter "Contractor" or "Engineer", with its principal place of business at 3036 Longfellow Drive, Bay St. Louis, MS 39521, for the purposes, and on the terms and conditions, and under the authority hereinafter set forth:

WITNESS THAT:

WHEREAS, the City of Gulfport, Mississippi, is a municipal corporation, organized and existing according to the laws of the State of Mississippi, and it is governed by its Mayor and City Council "Governing Authority"; and

WHEREAS, the City previously advertised for proposals for Professional Engineering Firms to provide design engineering services to the City for the repairs to piers and jetties due to damages as a result of Hurricane Isaac; and

WHEREAS, Compton Engineering, Inc., submitted a response to the City's Request for Proposals, which response is incorporated herein and attached hereto as included as Exhibit "A"; and

WHEREAS, based on the information submitted in response to the Request for Proposal process, the City desires to enter into a Professional Services Agreement with Compton Engineering, Inc. to provide services Engineering Design Services for the repairs to piers and jetties as a result of damages caused by Hurricane Isaac, which services are generally set out in Exhibit "B" and include, but are not limited to, preparing preliminary engineering reports, designing projects, providing surveying services, and preparing construction drawings; and

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the City and Engineer do hereby contract and agree as follows:

ARTICLE I. SERVICES OF ENGINEER

Engineer shall be responsible for all services and materials required to fully perform and complete the assigned work and shall exercise a reasonable standard of conduct and care, according to the prevailing industry standards, in all work, and comply with all Federal and State manuals, guides and specifications for work. The City reserves the right to enlarge or reduce the overall scope of services under this Agreement. Any limitation or refusal must be issued to the City in writing within five (5) days of receipt of the assignment.

ARTICLE II. CONTRACT TERM

The Agreement shall commence upon the latest date of execution and continue until _____ at Central Standard Time, at which time the Agreement shall automatically terminate. Engineer shall complete any work assigned prior to March 1, 2015, with work not to exceed the termination or conclusion date identified by the specific assignment. During the term of this Agreement, the City reserves the right to terminate this Agreement in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the Engineering.

ARTICLE III. RELATIONSHIP OF THE PARTIES

The relationship of the Engineer to the City is that of an independent contractor, and said Engineer, 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 City by reason hereof. The Engineer will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the City, 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.

ARTICLE IV. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the City to proceed under this Agreement is conditioned upon the availability of funds, the appropriation of funds by the City of Gulfport, and/or the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this Agreement are not forthcoming or are insufficient, either through the failure of the City to provide funds or of the City 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 City for the performance of this Agreement, the City shall have the right, upon written notice to the Consultant to immediately terminate or stop work on this Agreement without damage, penalty, cost, or expense to the City of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE V. COMPENSATION, BILLING AND AUDIT

- A. Cost and Fees: Engineer shall be paid on the standard fee curve as allowed by FEMA at 10.5% of the project construction cost. Under no circumstances shall the City be liable for any amounts expended or incurred by Engineer which exceed the maximum dollar amount of compensation.
- B. Monthly Billing: Engineer may submit monthly billing statements to the City. A sample of the preferred invoice is attached hereto as Exhibit "E". Each statement shall include time expended and allowable expenses through the end of the billing period. Direct expenses included the cost of long distance telephone calls, testing and printing, if it is not company accounting policy to include the costs in overhead rates. City shall not reimburse for the cost of food, travel or shipping/mailing charges. City reserves the right to verify time and expense records, related to work performed for the City, by audit of any or all Engineers' time and accounting records. Should the funding source require, Engineer agrees to allow the funding entity access to records for review. Records shall be available at all times during the period of the Agreement, and for a period of three years following.

Services rendered within a fiscal year (October 1-September 30), may require an invoice requesting payment for services within sixty days of the end of the fiscal year. Should Engineer fail to present the invoice within the allotted time, payment may be delayed.

- C. Progress Reports: Engineer shall provide the City monthly progress reports containing a narrative outline of work performed during the billing period, as well as a spreadsheet indicating the amount of progress for each designated assignment. Should the assignment be identified in "parts", the spreadsheet shall contain the progress for each part. A suggested format for Progress Reports is attached hereto as Exhibit "F". This provision shall not apply to any work assignment that is less than thirty (30) days in duration. At the request of the Engineer, the City may waive this requirement, which waiver shall be requested by, and responded to, in writing. Failure to provide progress reports may result in termination of the Agreement.
- D. Final Payment: Requests for final payment shall be submitted to the City no later than forty-five (45) days following the completion and/or termination of the work assignment. The City reserves the right to reject any final invoice not timely received. Engineer shall clearly indicate on the last invoice for a work assignment that the payment sought is the "final payment". The Program Manager shall confirm that the assignment is completed and ready to be closed, allowing payment of the final invoice.

Engineer agrees and accepts that receipt of final payment shall be in full and final settlement of all claims arising against the City for payment for work completed, materials furnished, cost incurred, or otherwise arising out of this Agreement and/or associated work assignments. In accepting the final payment, Engineer shall release the City from any and all further claims for payment, whether known or unknown, for and on account of the Agreement and/or associated work assignments, including payment for all work done, and labor and materials furnished in connection with the same. Failure to perform, to the satisfaction of the City, all terms of this Agreement and/or associated work assignments, which includes the Scope of Work identified herein, or the Engineer's failure to perform according to the prevailing industry standards, including standards of conduct and care, format and content, shall be corrected by the Engineer without any additional compensation.

- E. In the event of termination of this Agreement, any just claims by the Engineer for payment of services rendered prior to the date of termination will be evaluated on a case by case basis. The City shall be liable only for the costs, fees and expenses for demobilization, if applicable, and close out of the Agreement, based on actual time and expenses incurred by Engineer in the packing and shipment of all documents covered by this Agreement. In no event shall the City be liable for lost profits or other consequential damages.

ARTICLE VI. COMPLIANCE WITH APPLICABLE LAW

Engineer shall observe and comply with 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 Agreement or that may later become effective. Engineer shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this Agreement because of race, creed, color, sex, national origin, age or disability. Engineer shall execute any and all certifications required by the City, without limitation a Certification of Compliance with Title VI of the Americans with Disabilities Act, as amended.

Engineer 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 Engineer 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 Engineer 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 Engineer also acknowledges liability for any additional costs incurred by the City due to such contract cancellation or loss of license or permit.

ARTICLE VII. COVENANT AGAINST CONTINGENT FEES, LOBBYING AND EMPLOYMENT OF CITY PERSONNEL

Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Engineer, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the Agreement. The Engineer warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the City. For breach or violation of this warranty, the City shall have the right to terminate this Agreement without liability, and the Engineer shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the City or participating in any future contracts with the City. Unless specifically authorized in writing by the City, Engineer shall not employ any person or persons in the employ of the City for any work required under the terms of this Agreement.

ARTICLE VIII. REVIEW OF WORK

During the term of this Agreement, authorized representatives of the City may, at all reasonable times review and inspect the services and work assignments, including all reports, drawings, studies, maps and computations prepared by and for the Engineer in connection with this Agreement. As applicable and/or as required under the work assignment, Engineer shall make services and work assignments available for review by authorized State or Federal representatives, including, but not limited to, the Federal Highway Administration, the Federal Emergency Management Associate, the Mississippi Emergency Management Association, the Mississippi Department of Transportation, the Mississippi Department of Environmental Quality, and the Mississippi Department of Marine Resources. Inspection does not automatically make the inspecting entity a party to the Agreement.

Engineer shall be responsible for performance of and compliance with all terms of this Agreement and shall be responsible for correcting any errors and/or omissions, including those that relate to the conduct of care, format and content of material, professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the Engineer that may be identified during or outside of a review. Any corrections necessary for compliance shall be at the Engineer's expense.

Any breach of contract, including, but not limited to deficiencies or errors and/or omissions in designs, plans, drawings, specifications, or other services, discovered by the City during the performance of the work shall immediately be addressed by the Engineer. Engineer shall provide a written statement of proposed remedy no less than ten (10) days after the identification of the breach. Any work performed to remedy the breach shall be at the expense of the Engineer.

Any breach of contract, including, but not limited to deficiencies or errors and/or omissions in designs, plans, drawings, specifications, or other services, discovered by the City after final acceptance of the work shall, without additional compensation, be corrected by the Engineer. If Engineer fails, or is unable to correct, the City reserves the right to have the deficiencies corrected. Any costs incurred by the City for such corrections shall be the responsibility of the Engineer. City shall provide Engineer an opportunity to correct any identified breach unless:

- 1) The City determines, in its sole discretion, that the Engineer cannot cure the breach within the schedule established by the City; or
- 2) The City determines, in its sole discretion, that the Engineer cannot cure the breach to the satisfaction of the City.

ARTICLE IX. OWNERSHIP OF PRODUCTS, DOCUMENTS AND WORK

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

The Parties intend and agree that this Agreement is a contract for services and each party considers the products and results of the services to be rendered by the Engineer hereunder, including any and all material produced and/or delivered under this Agreement, to be a "work made for hire" under U.S. copyright and all applicable laws. Engineer acknowledges and agrees that the City 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 Agreement is determined to be other than a contract or agreement for a work made for hire, the Engineer does hereby transfer and assign to the City, 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 Engineer agrees to execute all papers and perform such other proper acts as the City may deem necessary to secure for the City or its designee the rights herein assigned.

The City may, without any notice or obligation of further compensation to the Engineer, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The City'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 Engineer shall obtain any and all right, title, and interest to all input and/or material from any third party sub-consultant, 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 City.

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

ARTICLE X. SUBLETTING, ASSIGNMENT OR TRANSFER

Neither this Agreement, nor any right or obligation hereunder may be assigned or transferred in whole or in part by Engineer without prior written consent of the City. Under no circumstance will Engineer be allowed to sublet more than sixty percent (60%) of the work required under this Agreement. Specific projects or phases of the work assigned under this contract may be sublet provided that the Engineer performs at least forty percent (40%) of the overall contract. Consent by the City to sublet a portion of the work shall not relieve Engineer from any of its obligations hereunder. Engineer is required to maintain full management responsibility throughout the duration of the Agreement. The City reserves the right to review all subcontract documents and agreements, including any subcontractor's cost estimates, entered into with respect to this Agreement.

ARTICLE XI. CONFIDENTIAL INFORMATION AND PRODUCTION OF DOCUMENTS

It is understood that from time to time confidential and/or privileged information may be shared. Engineer agrees not to disclose any privileged or confidential information unless (a) disclosure is authorized by the City in writing; (b) is reasonably required in connection with the fulfillment of the disclosing party's obligations hereunder and made only to the minimum extent necessary to carry out such obligations; (c) is information which had generally become known to the public other than through the disclosure thereof by the disclosing party or which is otherwise subject to disclosure under state or federal law and not within any exemption from such disclosure; (d) to any authorized attorney, accountant or other professional advisor of the disclosing party under confidentiality agreements and/or attorney-client or similar privilege; or (e) pursuant to any compulsory legal process.

Engineer agrees that it shall immediately refer any third party who requests information pertaining to the work under this Agreement. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the Engineer 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 Engineer to defend itself from any suit or claim. Any published finding, report or recommendation shall include the following provision:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the CITY OF GULFPORT.

ARTICLE XII. STOP WORK ORDER

- A. **Order to Stop Work.** The City may, by written order to the Engineer at any time, and without notice to any surety, require the Engineer to stop all or any part of the work called for by this Agreement. This order shall be for a specified period not exceeding thirty (30) days after the order is delivered to the Engineer 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 Engineer 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 City shall either:

- (1) cancel the stop work order; or
- (2) terminate the work covered by such order according to the terms provided herein

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 Engineer shall have the right to resume work. If the City 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 Engineer's cost properly allocable to the performance of any part of this Agreement and the Engineer asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this Agreement may be made by written modification of this Agreement as provided by the terms of this Agreement.

C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the Engineer may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the City shall be liable only for the costs, fees, and expenses for demobilization and close out of this Agreement, based on actual time and expenses incurred by the Engineer in the packaging and shipment of all documents covered by this Agreement to the City. In no event shall the City be liable for lost profits or other consequential damages.

ARTICLE XIII. INSURANCE

Prior to commencement of work under this Agreement, Engineer shall obtain and furnish certificates of coverage, or any required documentation to evidence coverage, to the City for the following minimum amounts of insurance:

- A. Workers Compensation Insurance as required by the State of Mississippi;
- B. Comprehensive General Liability Insurance with a minimum combined limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, including coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, contractors protective, sudden and accidental pollution, products and completed operations, and coverage for other hazards;
- C. Valuable Documents Insurance, whether as part of the property damage insurance referenced above or as separate insurance, in an amount sufficient to cover all costs associated with repairing, restoring, or replacing any documents kept or created by Engineer, as a part of the services, in the event of casualty to, or loss or theft of such documents;
- D. Errors and Omissions Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per incident; One Million Dollars (\$1,000,000.00) aggregate; and
- E. Comprehensive Automobile Liability Insurance with a combined single limit for bodily injury and property damage of not less than One Million Dollars (\$1,000,000.00) per incident with respect to the Engineer's owned, hired, or non-owned vehicles, assigned to or used in the performance of services.

The City shall be listed as a certificate holder or additional insured on any of the insurance required under this Agreement. Insurance identified herein shall be maintained in full force and effect by the Engineer throughout the duration of the Agreement, including any extra time for which ongoing work is completed. Should Engineer cease to carry the errors and/or omissions coverage provided herein, Engineer shall obtain "tail" or extension coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or Agreement termination, whichever is longer.

In the event that the Engineer retains any subcontractor or other personnel to perform services or to carry out any activities under or incident to work on any work assigned as part of this Agreement, Engineer agrees to obtain from said subcontractor or other personnel, certificates of insurance demonstrating that said subcontractor or other personnel has all of the above coverage or sufficient coverage to cover their portion of the work. As an alternative, Engineer may include said subcontractor or other personnel within Engineer's coverage for the duration of the work assignment involving the subcontractor or other personnel. Should Engineer change carriers or policies for any insurance required herein, Engineer shall provide new certificates of coverage, as well as any retroactive coverage from the new carrier. If the Engineer fails to procure or maintain required insurance, the City may immediately terminate this Agreement.

ARTICLE XIV. RESPONSIBILITIES FOR CLAIMS AND LIABILITIES

Engineer, and its agents, servants, employees, and representatives agree to fully indemnify and hold harmless the City and its employees, agents, and officials with respect to and from and against any and all claims, demands, causes of actions, damages, including, but not limited to, any and all indirect, special, incidental, punitive, or consequential damages, injuries, fees, expenses, penalties, lawsuits, judgments, and orders, including without limitation, attorney's fees, which in any way arise out of or relate to any negligent, intentional, willful or grossly negligent acts of omission or commission of Engineer and/or its agents, servants, employees, sub-contractors, officials, visitors, invitees, and/or guests.

Engineer's obligations to indemnify and hold harmless, or at the City's option, participate and associate with the City in defense of any claim for damage, lien or suit and/or any related settlement negotiations shall be initiated by the City's Notice of Claim for Indemnification to the Engineer.

ARTICLE XV. CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Harrison County, Mississippi. Any claim or action brought by either party related to this Agreement shall be brought in a court of competent jurisdiction in Harrison County, First Judicial District. This Agreement shall be governed by the laws of the State of Mississippi and such Mississippi laws shall apply to the construction or enforcement of all provisions of this Agreement and to any action which may be brought pursuant thereto. Any right or remedy under this Agreement is cumulative, not exclusive, and is in addition to any other rights or remedies either provided in this Agreement or otherwise available at law or in equity. Failure to exercise or delay in exercising any rights shall not constitute a waiver in whole or in part of any such rights.

ARTICLE XVI. CONFLICT OF INTEREST

The Engineer 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 Engineer's Agreement. The Engineer further covenants that no employee of the Engineer or of any sub-consultant, 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 Engineer's execution of this Agreement.

ARTICLE XVII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the City and the Engineer and no prior written or oral covenants or representations relating thereto and not set forth herein shall be binding on either party hereto. Any changes or amendments to this Agreement

ARTICLE XVIII. WAIVER

The failure of either the City or the Engineer to enforce at any time or for any period of time any provision hereof shall not be construed to be a waiver of such provision of the right thereafter to enforce each and every provision. No waiver to this Agreement by either the City or the Engineer, either express or implied, or any breach of any term, condition or obligation of this Agreement shall be construed as a waiver of any subsequent breach of that term, condition or obligation or of any other term, condition or obligation of this Agreement.

ARTICLE XIX. SEVERABILITY

If any word, clause, sentence, paragraph, condition, provision, or term of this Agreement is or hereafter becomes legally unenforceable, the same shall be severed from this agreement, and all remaining provisions of this Agreement, shall be unaffected, and shall be interpreted in accordance with the express written intention of this Agreement.

ARTICLE XX. KEY PERSONNEL & DESIGNATED AGENTS

Engineer agrees that Key Personnel identified as assigned to this Agreement shall not be changed or reassigned without prior approval of the City or, if prior approval is impossible, then notice to the City and subsequent review by the City which may approve or disapprove the action. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

CITY:

For Contractual Matters:

Connie Debenport, CPPB
Contracts & Procurement Manager
1410 24th Avenue
Gulfport, Mississippi 39501

(228) 868-5705 X6550
(228) 868-5704 Fax
Email: cdebenport@gulfport-ms.gov

For Technical Matters:

Walt Rode
Project Manager
228-224-8494

ENGINEER:

For Contractual Matters:

For Technical Matters:

IN WITNESS WHEREOF as duly authorized:

City of Gulfport

By: _____
Mayor

Attest: _____
Clerk

Dated: _____, 2014

Engineer:

By: _____

Dated: _____, 2014

EXHBIT “A”
ENGINEER’S PROPOSAL

REQUEST FOR PROPOSAL
TO PROVIDE
CONSTRUCTION ENGINEERING
AND
INSPECTION (CE&I) SERVICES

Submitted To:

City of Gulfport

*mickey@blagasse
comptonengineering.com*

March 28, 2014



COMPTON ENGINEERING, INC.

ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICES

3036 Longfellow Drive ■ By St. Louis, MS

Proposal valid for 120 days

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Key Personnel Resumes
Licensure Professional Engineer

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Financial Statement
Company References

FIRM QUALIFICATIONS

Project Experience

CAPACITY FOR PERFORMANCE

Areas of Expertise
Capacity to Accomplish Work
Specialty Service
Project Understanding

Bay St. Louis

Biloxi

Pascagoula





COMPTON ENGINEERING, INC.

ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICES

3036 Longfellow Drive
P.O. Box 2795
Bay St. Louis, MS 39521

Phone: 228.467.2770
Fax: 228.467.2720

comptonengineering.com

March 28, 2014

City of Gulfport
Purchasing Office
1410 24th Avenue
Gulfport, MS 39501

Re: Request for Proposal for Engineering Design Services

Dear Selection Committee:

Compton Engineering, Inc. would like to thank you for the opportunity to provide our Statement of Qualifications for Engineering Design Services related to the repairs of your piers and jetties.

Compton Engineering is a local consulting firm that has been providing professional services to clients on the Mississippi Gulf Coast for over four decades. We are proud to have established a reputation for dependability and superior work while providing dedicated service to our clients and our community. Compton Engineering was originally established in Pascagoula in 1973; we opened locations in Harrison and Hancock Counties a few years later. We are a full-service firm at each of our three locations and are structured to be able to complete 90% of the required work for this proposal with employees in our Harrison and Hancock County offices. Although the Compton team has the ability and staff to complete most projects for the City utilizing in-house personnel, there are some services (such as materials and geotechnical testing) for which we will utilize the outside local professional firm of Burns Cooley Dennis, located at 14140 Dedeaux Road and Welcon Electrical Consultants, PLLC (electrical engineers) 14231 Seaway Rd both in Gulfport.

Compton Engineering has first-hand knowledge of design and construction requirements specific to the piers and jetties project worksheets. We also understand the delicate nature of working through environmental issues such as sea turtles, small-tooth sawfish, and Gulf Sturgeon as they relate to permits and construction schedules. Our past experience in providing professional services for diverse projects throughout the coastal counties, municipalities, and utility authorities, coupled with strong business relationships and the ability to communicate and coordinate with local, state, and federal funding agencies is second to none.

We have provided design, project management, and field representation services too many coastal cities, counties, and private clients in their efforts to repair damages to marine infrastructure since Hurricane Frederic in 1979. Additionally, we have extensive experience working with Federal Emergency Management Agency, Mississippi Emergency Management Agency, and Community Development Block Grants, as well as insurance proceeds that could be used to fund these repairs. Reporting and regulatory requirements are also part of our full service offering.

Geoffrey F. Clemens, P.E., President of Compton Engineering, will serve as the project manager for the City of Gulfport pier and jetty projects. Geoff has over 20 years of hands-on civil and marine experience – all of it here on the Mississippi Gulf Coast. He has worked in and has extensive knowledge of the local area and conditions, as well as experience on many similar types of projects. Geoff will lead our team of qualified professionals to perform the

PASCAGOULA

BILOXI

BAY ST. LOUIS

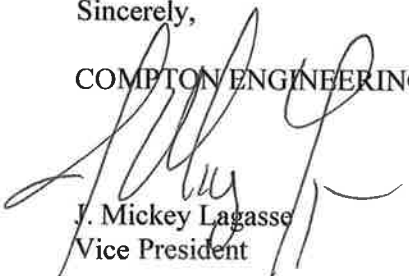
tasks required and to ensure the City of Gulfport's projects are successful. The work will be assigned to our Harrison and Hancock County offices located at 156 Nixon Street in Biloxi and 3036 Longfellow Drive in Bay St. Louis, respectively.

We appreciate the opportunity to submit this Statement of Qualifications to manage both the design and construction aspects of the pier and jetty projects for the City of Gulfport and we look forward to serving as your local professional engineering firm.

Should you have any questions or need further assistance regarding this matter, please contact me at 228-467-2770.

Sincerely,

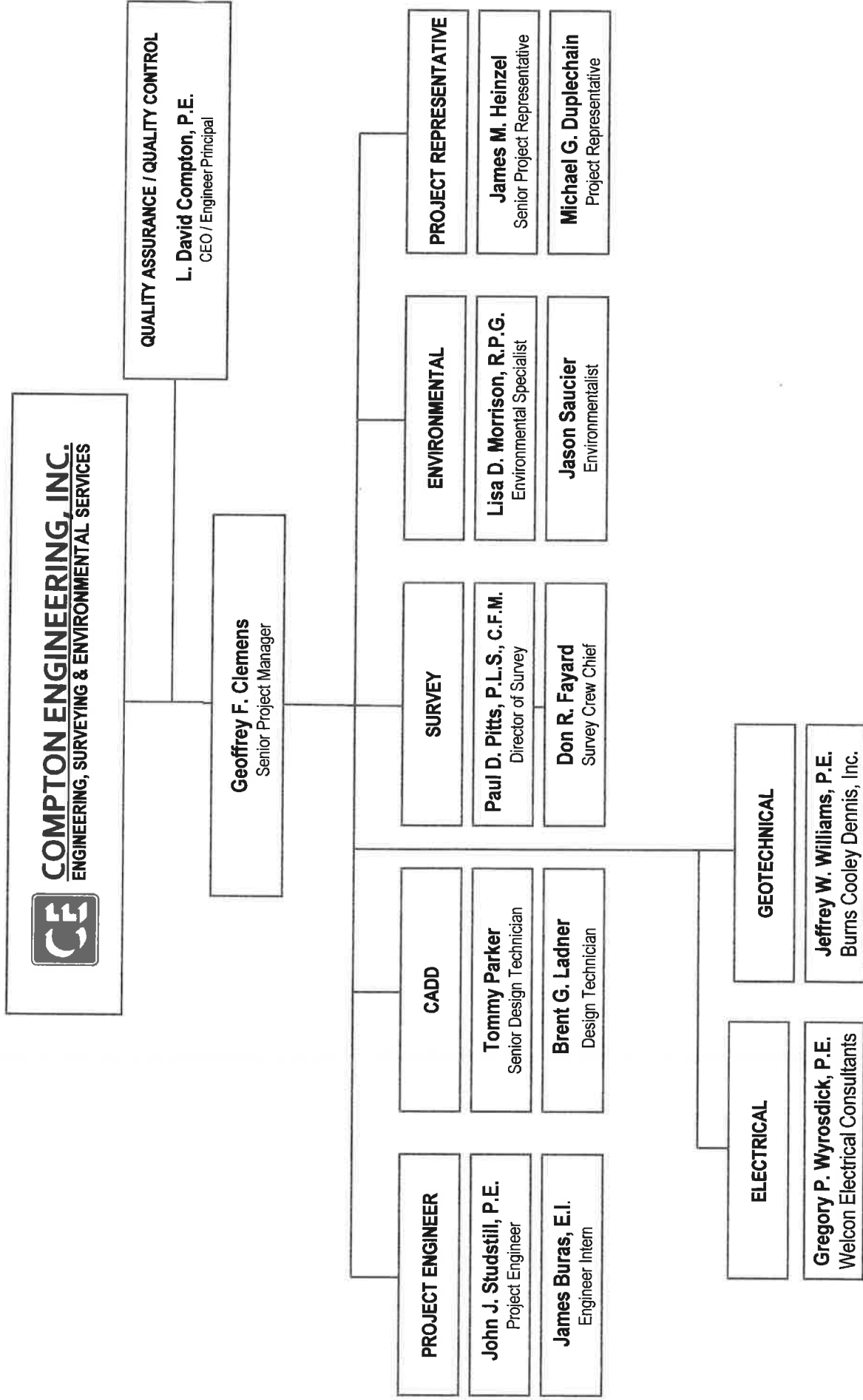
COMPTON ENGINEERING, INC.



J. Mickey Lagasse
Vice President

Gulfport

City Project Manager



Engineer Principle

Geoffrey has 20 years of experience in civil engineering design, general survey and cost estimating, water wastewater systems, drainage, and site development of municipal and industrial facilities. He is the Hancock County Engineer and State Aid Road Engineer.

Representative Project Experience:

- Marine Docking Liquid Transfer Facility, Port Bienville Industrial Park, Hancock County, MS-Design Engineer and Project Manager
 - . \$4,000,000
 - . Heavy barge docking facility moorings and offload dock
 - . Large scale dredging
 - . Sensitive environmental permits
- Port Bienville Industrial Park Road Improvements, Port Bienville Industrial Park, Hancock County, MS-Project Oversight
 - . \$1,500,000
 - . Road reconstruction and overlay
- Ethylene Glycol Pipeline, Port Bienville Industrial Park, Hancock County, MS-Project Manager and Design Engineer
 - . \$1,000,000
 - . 10" Stainless Steel above ground pipeline
 - . Pipeline from transfer facility to Wellman Plastics Plant
- Aerospace Production Facility, Stennis Space Center, Hancock County, MS-Project Manager and Design Engineer
 - . \$40,000,000
 - . 300,000-square foot facility with 38-acre site
 - . Over 100,000-square foot of cleanroom facilities
 - . Included \$3,000,000 blast protection cell and \$1,000,000 isolation slab for sensitive instrumentation
- Aerospace Engine Test Facility, Stennis Space Center, Hancock County, MS-Project Manager and Design Engineer
 - . \$25,000,000
 - . 20-acre test site
 - . 100,000-square feet of concrete test arenas and support areas
 - . Test stand utilities
 - . Test operations buildings and offices



EDUCATION

B.S. Civil Engineering
Mississippi State University,
1994

CE EMPLOYMENT

1994

PROFESSIONAL REGISTRATION

Licensed Professional Engineer
in Mississippi,

PROFESSIONAL AFFILIATIONS

American Council of
Engineering Companies
(ACEC-MS)

American Society of Civil
Engineers (ASCE)

National Society of
Professional Engineers
(NSPE)

Mississippi Engineering
Society (MES)

National Association of County
Engineers (NACE)

Mississippi Association of
County Engineers (MACE)

ENGINEER



Geoffrey F. Clemens, P.E.

Representative Project Experience:

- General Design Manager, Wellman Industry, Hancock Count, MS
 - . Responsible for design and construction manager
 - . 30,000 square foot administration building
 - . 3,600 square plant security building
 - . 19,000 square foot storage warehouse
 - . 7,000 square foot laboratory facility
 - . 6,000 square foot chiller
 - . 600 square foot flammable waste storage
- Water and Sewer Facilities Development, Pearlinton, MS-Project Manager and Design Engineer
 - . \$15,000,000
 - . New water distribution and sewage collection system for 1,000 customer community
 - . Innovative collection systems reduced regional treatment plant requirements
 - . Provided relief to one of the region's most problematic areas regarding discharges into sensitive water-bodies
- Sewer Facilities Development, Kiln, MS-Project Manager
 - . \$25,000,000
 - . New sewage collection system for 2,000 customer community
 - . Provided relief to one of the region's most problematic areas regarding discharges into sensitive water-bodies
- Public Marina and boat launch, Hancock County, MS-Project Manager and Design Engineer
 - . \$5,000,000
 - . Commercial marina for 100-125 vessels
 - . Included all utilities and storm protected harbor master building
- Sewer Rehabilitation Project, Picayune, MS.-Design Engineer and Project Manager
 - . \$1,000,000
 - . Complete sewer rehabilitation for system serving approximately 5,000 customers
 - . included gravity sewer, force mains, and other utilities
- Beach Boulevard Rebuild and Improvements, Bay St. Louis, MS-Design and Project Manager
 - . \$8,000,000
 - . Unique disaster recovery project integral to downtown Bay St. Louis rebuilding
 - . Implemented protective measures to prevent future storm damages, including coordination with USACE shoreline protection project.
 - . Provided re-development corridor for downtown area

ENGINEER



L. David Compton, P.E.

Engineer Principal

David Compton has over thirty-two years of experience in the design and construction of solid waste and wastewater transportation and treatment systems. He is a hands-on principal with direct involvement in many of the services provided by the firm.

Representative Project Experience:

City of Pascagoula

- Project Engineer for a four-year sanitary sewer rehabilitation program.

D'Iberville Water and Sewer District

- Project Engineer for a wastewater rehabilitation program.

Mississippi Gulf Coast Regional Wastewater Authority

- Project Manager and Design Engineer for wastewater facilities totaling \$10 million in construction.

City of Pascagoula

- Project Engineer for an energy recovery facility for the City of Pascagoula.
- Cost \$6.4 million.

Mississippi Export Railroad Company

- Design Engineer for an oil-well separation facility for the Mississippi Export Railroad Company.

Gautier Regional Wastewater Facilities

- Project Engineer responsible for construction observation. This project include two pumping stations; 8,000-feet of 24-inch force main; 2,000-feet of 36-inch outfall; and four million gallons-per-day treatment plant.

Project Engineer responsible for preparing the Solid Waste Management Plans for Jackson, George, Greene, Hancock, Pearl River and Stone Counties.

U.S. Naval Station, Pascagoula

- Project Engineer for a project to provide public utilities. This project included a pumping station; 20,000-feet of force main; and 15,000-feet of natural gas lines. One key ingredient to the project WAS the installation of the first directional bore in Jackson County.

Project Engineer for the installation of a backwash recycling system at a water treatment plant. This project provided a facility with zero discharge.

Project Manager for installation of 3,000-feet of sheet pile walls and installing drainage and road improvements for a 6-square-block area.



EDUCATION

B.S. Chemical Engineering
Auburn University, 1977

CE EMPLOYMENT

1980

PROFESSIONAL REGISTRATION

Licensed Professional Engineer
in Mississippi, Alabama, and
Louisiana

PROFESSIONAL AFFILIATIONS

American Council of
Engineering Companies
(ACEC-MS)

American Society of Civil
Engineers (ASCE)

National Society of
Professional Engineers
(NSPE)

Mississippi Engineering
Society (MES)

American Water Works
Association (AWWA)

American Institute of Chemical
Engineers (AIChE)

Solid Waste Association of
North America (SWANA)

ENGINEER



Engineer Principle

Kevin Yates has over 15 years of experience as a civil engineer with an emphasis on site and roadway design and construction, as well as experience in sanitary sewer collection systems, drinking water distribution systems, storm water collection systems, storm water detention systems, and storm water treatment systems design and construction.

Representative Project Experience:

- Pascagoula, MS
 - . Design and construction services for the site improvements associated with the new 12,000sf Senior Center located at 1912 Live Oak Avenue, completed in 2010. The project is part of the MDA/CDBG Live Oak Property Redevelopment Phase II.
- City of Pascagoula, MS
 - . Part of the City of Pascagoula's plan to revitalize their downtown area. The project consists of property acquisition of derelict structures as well as connecting dead-end streets, establishing vital vehicular and pedestrian connections throughout the Pascagoula downtown corridor.
- Chipley Water and Wastewater System Improvements, Pascagoula, MS
 - . Includes the design and installation of new water mains, as well as a new sewer pump station, gravity sanitary sewer mains, and pressurized force mains.
- River Park Water and Wastewater System Improvements, Pascagoula, MS
 - . Includes the design and installation of new water mains, as well as a new sewer pump station, gravity sanitary sewer mains, and pressurized force mains.
- Beach Boulevard Water and Wastewater System Improvements, Pascagoula, MS
 - . Includes the design and installation of new water mains, as well as a new sewer pump station, gravity sanitary sewer mains, and pressurized force mains.



EDUCATION

B.S. Civil Engineering
Arkansas State University,
1995

CE EMPLOYMENT

2009

PROFESSIONAL REGISTRATION

Licensed Professional Engineer
in Mississippi, Texas, and
Arkansas

ENGINEER



John J. Studstill, P.E.

Engineer

John has 19 years of experience in civil engineering design, roadway and bridge design, drainage and site development of municipal facilities.

Representative Project Experience:

- Beach Boulevard Drainage, Hancock County, MS-Design Engineer and Project Manager
 - . \$1,375,000
 - . Disaster recovery project restoring drainage to Bay St. Louis and Waveland areas
 - . 24 pipe and 5 open water outfalls to the bay
 - . replace concrete pipe and timber anchors in kind
 - . sheet pile design and installation
- Hancock County Community Shelters, Hancock County, MS-Design Engineer and Project Manager
 - . \$13,500,000
 - . Five FEMA funded structures designed and constructed to meet stringent FEMA 361 guidelines
 - . Included site/civil and utility design, with redundant systems, also coordination between architectural, structural, mechanical, electrical and plumbing engineers
- Washington Street Pier, Bay St. Louis, MS-Design Engineer and Project Manager
 - . \$215,000
 - . Disaster recovery project restoring recreational value to area residents and tourists
 - . Timber structure with timber piling
 - . Included electrical lighting
- River Intake Structure, Lyman Fish Hatchery, Gulfport, MS-Design Engineer, Project Manager
 - . \$117,000
 - . Draws water from Little Biloxi River for pumping to fish hatchery ponds
 - . Consisted of concrete box with debris guard and fish screens, concrete pipe
- Remove and replace bridge on Rockyhill Dedeaux Road, Hancock County, MS-Project Manager and Design Engineer
 - . \$300,000
 - . 5 span precast bridge with precast piling, State Aid Funding



EDUCATION

Bachelor of Civil Engineering,
Auburn University, 1994

CE EMPLOYMENT

2008

PROFESSIONAL REGISTRATION

Licensed Professional Engineer
in Mississippi, Florida and
Alabama

ENGINEER



Representative Project Experience:

- Heritage Trail, Possum Walk Segment, Hancock County, MS-Design Engineer and project Manager
 - . \$740,000
 - . 3.2 mile walking and biking trail
 - . Granular material walking surface following existing historical roadbed
 - . 1,300 feet of boardwalk over wetland habitat
 - . 200-foot pedestrian bridge
 - . Floating dock with handicap accessible kayak launch
- Lagan Street Bridge, Bay St. Louis, MS-Project Manager
 - . \$315,000
 - . Augment structural integrity of in-place bridge while maintaining bridge serviceability
 - . Utilized fill material with sheet pile retaining walls to fill channel beneath bridge, with 60" diameter HDPE pipe allowing for drainage
- Remove and replace bridge on Anner-Necaise Road, Hancock County, MS-Project Manager and Design Engineer
 - . \$185,000
 - . 3 span precast bridge with precast piling, County funding
- Remove and replace bridge on Rockyhill Dedeaux Road, Hancock County, MS-Project Manager and Design Engineer
 - . \$215,000
 - . 4 span precast bridge with precast piling, County funding
- Remove and replace bridge on Kapalama Road, Hancock County, MS-Project Manager and Design Engineer
 - . \$500,00
 - . 4 span precast bridge with precast piling, County funding
 - . Incorporated split cap substructure to facilitate phased construction in order to maintain serviceability during construction
- Remove and replace bridge on Kiln-Delisle Road, Hancock County, MS-Project Manager and Design Engineer
 - . \$250,000
 - . 5 span precast bridge with precast piling, State Aid Funding



Engineer Intern

James Buras has over 5 years of experience as an engineer intern, specializing in roads and building foundations.

Representative Project Experience:

- Waveland Veterans Memorial Improvements, Waveland, MS
 - . Sheet pile wall and cap
 - . Grading and drainage plans along brick pavers
 - . Miscellaneous concrete design
 - . Sensitive environmental permits
- Hancock County Beach Pedestrian Pathway, Hancock County, MS
 - . Construction management for fourteen (14) foot wide concrete pathway
- Design and stress analysis of launch and recovery system used for retrieving submersible decompression chambers aboard DNV and ABS classed ships during SAT diving operations
- Design and stress analysis of building such as wood frame houses, metal buildings, and multi-level cargo containers aboard ships used for housing SAT divers and equipment. Seismic analysis on frames supporting mechanical equipment such as boilers. Structural analysis and design of mechanical structures such as booms, and sheave and trolley supports. Stress analysis on pressurized man way door and lifting lugs.
- CAD drafting and modified typical section plans to meet geotechnical engineers specification. Developed site plans for decentralized wastewater treatment facility
- CAD drafting and development a construction best management practices plan including erosion and sediment control plans. Developed a notice of registration form for permitting with the Alabama Department of Environmental Management
- Surveyed land features for topographic map. Designed a preliminary layout of subdivision, collected and analyzed soil boring samples for on-site sanitary sewer systems. Designed on-site sanitary sewer system and mound systems for large flow developments with small flow systems developed a site preparation plan and final plot plan
- Designed railroad grade crossing on south evacuation road. Surveyed land features for topographic map



EDUCATION

University of South Alabama,
Mobile, Alabama BS Civil
Engineering, 3.5 GPA Passed
Fundamentals of Engineering
Exam

CE EMPLOYMENT

2012

PROFESSIONAL AFFILIATIONS

American Society of Civil
Engineers, (ASCE)

Associated General Contractors
Student Chapter

ENGINEER



Senior Design Technician

Tommy has 15 years of experience in engineering design, architectural design, surveying design and drawing preparation.

Representative Project Experience:

- NASA / Jacobs Technologies Industrial Waterline Project, Hancock County, Mississippi
 - . Responsible for plans, profiles, and details for re-routing 75" diameter waterline & reworking existing valve pits
- Mississippi Polymer Technologies, Hancock County, MS
 - . Responsible for the preparation of all drawings and CAD design
- Hancock County Water and Sewer District, Hancock County, MS
 - . Responsible for the pipe design layout and details of a new potable water system for Hancock County Water and Sewer District, Phase II Water System Improvements
- Pearlington Water and Sewer District, Hancock County, MS
 - . Responsible for design layout of new STEP system including lift station building, sewer profiles and details
- City of Bay St. Louis, MS
 - . Responsible for the design layout, profiles, and detailing of gas, sewer, and water utilities
- Mississippi Space Center, Hancock County, MS
 - . Responsible for the design layout, shutdown, scheduling, and details of a water distribution replacement
- St. Stanislaus College, Bay St. Louis, MS
 - . Responsible for the design layout and detailing of a 1,200 foot long wooden pier with pavilions
- Sand Beach Restoration Project, Hancock County, MS
 - . Responsible for determining sand beach losses, proposing restoration areas, design layouts and detailing
- State Aid Roads and Bridges, Hancock County, MS
 - . Responsible for the design layouts and detailing of various roads



EDUCATION

Industrial Drafting Technology
& Design at Mississippi Gulf
Coast Community College

CE EMPLOYMENT

1999

DESIGN TECH



Representative Project Experience:

- Texas Flat Road Extension, Hancock County, MS
 - . Responsible for the design layouts and environmental permit drawings
- Proposed Water Front Development, City of Waveland, MS
 - . Responsible for the design layout and detailing of a proposed water front development for the City of Waveland including a 80 slip boat marina with floating piers, light house, harbor master building, boat launch with fuel dock and parking area. Proposed development also included extensive subsurface drain networks and utility layouts
- Pedestrian Bike Path, City of Waveland, MS
 - . Responsible for the design layout and detailing of a concrete pathway
- Mcleod Park RV Park Sewer Project, Hancock County, Mississippi
 - . Responsible for design layout and detailing and permit drawings for new sewer system.
- Access Road Wal-Mart, City of Waveland, MS
 - . Responsible for design layout and detailing
- City of Waveland
 - . Responsible for the design layout and detailing of a 200 foot long wooden pier extension, pagoda units, and restroom facility for the City of Waveland
- Ansley / Lakeshore Sewer System Project, Hancock County, Mississippi
 - . Responsible for design layout of new STEP system including lift station design, property acquisition easements, sewer plan & profiles, environmental permits, and details
- Responsible for the design layouts and detailing of various State and local government municipalities, including fire station, bulkheads, baseball fields, walking tracks, outfall structures, and boat launches on the Mississippi Gulf Coast

Design Technician

Brent has 6 years experience in civil design and drawing preparation.

Representative Project Experience:

- Port Bienville Water Bottoms Survey, Port Bienville, Hancock County, MS
 - . Responsible for determining cut and fill quantities of dredging to accommodate barge access
- Sabic Innovative Plastics, Port Bienville, Hancock County, MS
 - . Responsible for the design layout and detailing for modification to the Rubber Slurry Structure
- Hancock County Beach Dredging Project, Hancock County, MS
 - . Responsible for determining cut and fill quantities for placement of dredged sand
- New Hanger at Stennis Airport, Kiln, MS
 - . Responsible for design layout, drawings for new retention pond and parking lot
 - . Parking lot striping layout
 - . Grading and drainage
- Rolls Royce Test Site #2 Stennis Space Center, Hancock County, MS
 - . Responsible for design layout, drawings and details
 - . Responsible for site grading and drainage
 - . Computations for cut and fill earthwork quantities
- Sycamore Street Extension, Bay St. Louis, MS
 - . Extension of utilities including water, sewer, storm and gas
 - . 800' of new road and cul-de-sac
- Beach Pedestrian Pathway, Hancock County, MS
 - . Design layout and drawings to construct 14' wide pedestrian pathway
 - . Pedestrian bridges
- Veterans Memorial Repairs, Hancock County, MS
 - . Responsible for design layout, drawings and details
 - . Modifications to and expansion of existing parking lot
 - . Grading and drainage



EDUCATION

A.A.S Drafting and Design
Technology, Mississippi Gulf
Coast Community College
2008

CE EMPLOYMENT

2007

DESIGN TECH



Representative Project Experience:

- River Intake Structure, Lyman Fish Hatchery, Harrison County, MS
 - . Structural design layout
- Waveland Pedestrian Pathway, City of Waveland, MS
 - . Responsible for the design, layout and details
- Dunbar Avenue, Bay St. Louis, MS
 - . Responsible for the design, layout, drawings and details
 - . Increased elevations
 - . Modifications of storm drainage, handicap accessible pathway and pedestrian bridge
- Pond Liner Replacement, Lyman Fish Hatchery, Harrison County, MS
 - . Responsible for drawings and detail to replace existing pond liners
- Hancock County Board of Supervisors, Hancock County, MS –Design Technician
 - . Responsible for design layout and detailing of various state aid bridge projects
 - . Old Kiln Road, replace box culverts
 - . Kiln Delisle Road, replace bridge
 - . Rockyhill Dedeaux Road, replace striping
- Hancock County Board of Supervisors, Hancock County, MS-Design Technician
 - . Responsible for design layout and detailing of various state aid road projects
 - . Firetower Road, overlay striping
 - . Lakeshore Road, overlay and striping
 - . Caesar Necaise Road, overlay striping
 - . Kiln-Delisle Road, overlay and striping
 - . Standard Dedeaux Road, modification of curve, overlay, striping
 - . Old Kiln Road, replace bridge



Director of Survey

Mr. Pitts has 40 years of experience in Land Surveying and has been a registered professional land surveyor since 1984.

Representative Project Experience:

Port Bienville Industrial Park, Hancock County, MS

- Topographic and boundary survey of 70 acres
- Survey 7.5 miles of water bottoms for ship channel evaluation and mapping

Survey of beach before and after a major storm

- Hancock County
- Pascagoula
- East Beach
- Front Beach

Performed survey of right-of-way, water bottoms and high tide water for the following bridges:

Hancock County Board of Supervisors

- Washington Street
- Heron Bay
- Kapalama
- Anner Necaise
- Lagan Street
- Rockyhill Dedeaux Road
- Kiln Delisle Road
- Cuevas Road

City of Pascagoula

- Dantzler Street
- Orchard Road
- Parslex Street

Performed topographic and boundary surveys for the design side of a design/build firm.

City of Ocean Springs, MS.

- Water Main Easement East end of Robinson Road.
- Churchill Drive Drainage Improvements.
- Porter Street Sewer Rehabilitation.
- Topographic Survey - Morris Noble Road.
- Survey of Kensington ROW from Simon Blvd. to Pine Drive.
- Arbor Vista Drainage Improvements.

Trent Lott International Airport Runway.

- Boundary survey of 60 acres for the expansion of the Airport.

Allen Road, Gautier, MS

- Right-of-Way acquisition and topographic surveying for the redesign of 2.0 miles of Allen Road.



EDUCATION

CAD Classes Collin County
Community College
Plano, Texas

CE EMPLOYMENT

2006

PROFESSIONAL REGISTRATION

Licensed Professional Surveyor
in Mississippi, Ohio and Texas
Certified Flood Plain Manager

PROFESSIONAL AFFILIATIONS

American Association of Flood
Plain Managers, Association of
Flood Plain Managers of
Mississippi, Mississippi
Association of Professional
Surveyors

2012-2014 Southern District
Director of MS. Association of
Professional Surveyors Board
of Directors

SURVEYOR



Director of Survey

Representative Project Experience:

Beach Boulevard in Bay St. Louis, MS.

- Right-of-Way acquisition and topographic surveying for the redesign of 1.5 +/- miles of Beach Boulevard Road in Hancock County, MS.

Naval Construction Battalion Center, Gulfport, MS.

- Construction staking of a \$42 million warehouse and entry gate system.

Highway 57, Jackson County.

- Boundary and topographic survey for the design of 2 miles of water line along Highway 57.

Pascagoula St. and Ingalls Ave., Pascagoula, MS.

- Right-of-way determination and topographic survey for 5.1 miles for street and drainage improvements.

City of Pascagoula, MS.

- Prepared right-of-way easements and topographic survey for 6 miles of 42" water line design in Pascagoula, MS.

Ocean Springs, MS.

- Boundary and wetlands mitigation survey of 121.5 acres for a sports complex in Ocean Springs, MS.

Harrison County, MS.

- Boundary and topographic survey work for 5 well and tank sites as well as 18 miles of proposed 16" water main in Harrison County, MS.

Completed numerous surveys and legal descriptions for Secretary of State Tidelands Leases with City of Waveland.

Topographic Survey for reconstruction of Veterans Memorial Pier.

Caraway, Hurley, MS

- Right-of-Way acquisition surveying from 17 property owners for the redesign of 1.2 miles of Caraway.

SURVEYOR



Land Surveying Crew Chief

Don has 29 years of general land surveying experience including boundary, topographic, hydrographic, differential leveling, construction surveying, public roads, bridges, right-of-ways, drainage improvement projects, subdivision design surveying and GPS surveying.

Representative Project Experience:

- Port Bienville Industrial Complex, Hancock County, MS-Survey Crew Chief
 - . Wellman Polychemical Plant-Survey crew chief on construction layout of plant
 - . Port Bienville Roadway Project-Topographic surveying for road and drainage improvements
 - . Port Bienville Industrial Pipe Plant-Construction surveying services for layout of plant
 - . Sabic Plastics Plant-Surveying for drainage improvements project inside plant
- Sewer Facilities Projects
 - . Hancock County Water and Sewer District-Shoreline Park and Bayside Park Subdivision Sewer design project
 - . Surveying of right-of-ways and topographic surveys for forcemain design and lift stations
 - . Hancock County Utility Authority-Sewer Facilities Project, Pearlinton, MS
 - . Surveying of road right-of-ways and topographic surveys for forcemain design and lift stations, including boundary surveys for lift stations
 - . Hancock County Utility Authority-Sewer Facilities Project, Kiln, MS
 - . Surveying of road right-of-ways, utility locations for 25 miles of forcemain design with boundary surveys for lift station
 - . Hancock County Utility Authority-Sewer Facilities Project, Ansley, MS
 - . Surveying of roads, with boundary for lift station sites for design of forcemain project
 - . West Jackson County Utility Authority-Sewer Lift Station Rehab Project
 - . Surveying of lift station sites including boundary and topographic services for design work
 - . Gravity Sewer Rehab Project, Ocean Springs, MS
 - . Surveys of easements, boundary and topographic work throughout the city



EDUCATION

Associates Degree, Business Administration
Pearl River Community College, 1981

CE EMPLOYMENT

2002

SURVEYOR



Representative Project Experience:

- Water Facilities Projects
 - . Kiln, MS
 - . Surveying road right-of-ways for new distribution line throughout community
 - . Pearlinton, MS
 - . Hwy. 604 right-of-way survey for waterline project
 - . Chevron Refinery, new 36 inch waterline project, Pascagoula, MS
 - . Survey and topographic work for pipeline design. Stake-out of new easement created for project
 - . First Chemical Plant-Pascagoula, MS
 - . Survey and topographic work for waterline project
 - . Bayou Cumbest Water Plant-Jackson County Utility Authority
 - . Surveying miles of existing and multiple waterlines doe new utility map
 - . Hydrographic survey of holding ponds at plant
- Hydrographic Surveys
 - . Port Bienville Industrial Waterway
 - . Out parcel site survey with water access water bottom survey included
 - . Pascagoula River hydrographic survey
 - . For new railroad spur and waterfront access project
 - . Lowery Island Development Project
 - . Hydrographic survey for waterline design project
- Stennis Airport Development, Hancock County, MS
 - . Survey of 425 acre airport boundary
 - . Topographic surveys on airport outparcels
 - . Survey of roadways for sewer forcemain project
 - . Survey for new hanger facilities and terminal building
 - . Survey for new tarmac project
- Stennis Space Center, Hancock County, MS
 - . Topographic survey for new Communications Duct Bank project
 - . Topographic survey for new water forcemain project
 - . Survey for new Tug Boat Harbor project
 - . Surveying services for new Rocket Engine Test Stand Facility
 - . Rolls Royce Test Stand Facility (survey and as-built work)



Senior Geologist

Lisa has over 24 years of experience in assessment and remediation of uncontrolled hazardous waste sites, environmental due diligence including Phase I and Phase II ESAs, asbestos and lead based paint assessments and remediation, and environmental assessments for federal projects including projects for the Department of Housing and Urban Development, Tiger Grants and the CDBG Supportive Housing and Home Programs. Lisa has managed projects involving coordination with various local, state and federal agencies to obtain project approval and for permitting requirements.

Ms. Morrison has experience with Section 404 Wetlands Permitting for projects in the United States Corps of Engineers Mobile and Vicksburg Districts. She has experience with projects ranging from one acre in size to several hundreds of acres. Ms. Morrison has prepared Storm Water Pollution Prevention Plans for large and small construction projects. She has prepared Spill Prevention, Control and Countermeasures Plans for industrial facilities.

Ms. Morrison has prepared over 500 Phase I ESA's for various commercial, institutional, multi-family and industrial properties. Properties have ranged from vacant land to multi-building manufacturing facilities. Ms. Morrison is well versed with the ASTM standard 1527-13 and the All Appropriate Inquiry rule promulgated by EPA in 40 CFR Part 312 adopted November 2005. Ms. Morrison has conducted Phase I's throughout the southeast including Mississippi, Alabama, Louisiana, Florida and Texas. Ms. Morrison has utilized various intrusive techniques for soil and groundwater assessment including direct push technology, and standard drilling techniques using solid or hollow stem augers and split spoon samplers.

Representative Project Experience:

- Hancock County Development Commission, Port Bienville, Project Manager
 - Port Bienville Dredge Permit—Vicksburg District USACE
 - Required coordination with USACE archeologist and MDAH to avoid impacts to known archaeological sites
- Hancock County Board of Supervisors, Bayou Caddy Permitting and Wetland Mitigation, Project Manager
 - Permitting for extension of piers in the Pleasure Street Marina
 - Mitigation Plan and oversight during filling and transplanting of native vegetation
- Sewer Facilities Development, Lakeshore, MS-Environmental Project Manager
 - . \$15,000
 - . Environmental permitting for new sewage collection system for 2,000 customer community



EDUCATION

B.S. Geology University of South Alabama, 1984

M.S. Geology University of Southern Mississippi, 1991

CE EMPLOYMENT

2010

PROFESSIONAL REGISTRATION

Registered Professional Geologist in Mississippi, Professional Geologist in Florida, Licensed Asbestos Inspector

PROFESSIONAL AFFILIATIONS

American Geology Institute
National Groundwater Association



Lisa D. Morrison, R.P.G

Representative Project Experience:

- Restoration of Hancock County Beaches, Hancock County, MS-Environmental Project Manager
 - . \$20,000
 - . Permitting for near-shore and offshore beach re-nourishment
 - . Permitting for outfall structure repair and improvement
- Lakeshore Recreational Sports Complex, Hancock County, MS-Environmental Project Manager
 - . \$20,000
 - . Permit preparation for wetland impacts
 - . Prepared wetland mitigation plan
- Hancock County Board of Supervisors, Repair and Replacement of Beach Culverts, Project Manager
 - . \$20,000
 - . USACE Permit preparation
 - . Coordinated with USFWS for Sea Turtle monitoring requirements
- Aerospace Engine Test Facility, Stennis Space Center, Hancock County, MS-Environmental Project Manager and Stormwater Inspector
 - . \$20,000
 - . 2-acre test site
 - . Prepared stormwater pollution prevention plan and LCNOI
 - . Conducted monthly site inspection for stormwater permitting
- Jackson County Port Authority, Tiger Grant, Pascagoula, Jackson County, MS-Environmental Project Manager
 - . \$50,000
 - . Multi-modal transportation project with environmental impacts
 - . Prepared National Environmental Policy Act documentation
- City of Pascagoula, MS, Point Park Revitalization-Environmental Project Manager
 - . \$20,000
 - . Prepared wetland permit application, stormwater pollution prevention plan (SWPPP) Large construction notice of intent LCNOI
- Jackson County Port Authority, East and West Banks-Environmental Project Manager
 - . \$50,000
 - . Monthly and annual stormwater inspections
 - . Stormwater training of Port Personnel
 - . Make recommendation for stormwater management improvements

SENIOR GEOLOGIST



Environmentalist

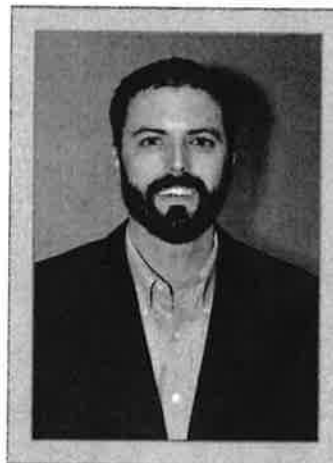
Mr. Saucier has 8 years of experience in environmental consulting. His work experience includes wetland identification and delineation, Clean Water Act Section 404 and Rivers and Harbors Protection Act Section 10 permitting, threatened and endangered species surveys, submerged aquatic vegetation surveys, shellfish surveys, wetland mitigation, habitat restoration, NPDES storm water permitting, and environmental due diligence investigation. He has worked on projects in Mississippi, Alabama, and Florida.

Mr. Saucier has worked on projects requiring coordination with and authorization from various state and federal agencies such as the US Army Corps of Engineers, the Mississippi Department of Marine Resources, the Mississippi Department of Environmental Quality, the Mississippi Secretary of State's Office, the National Marine Fisheries Service, the US Fish and Wildlife Service, and the Alabama Department of Environmental Management. He has extensive knowledge of relevant environmental regulations and policies and has established the necessary professional relationships with regulatory agency representatives to ensure the most efficient and timely approval of projects within their jurisdiction.

Mr. Saucier has extensive experience in completion of an alternatives analysis for various types of projects. He has designed and managed implementation of wetland creation and restoration plans for habitats such as pine savannah, bay-head swamp, and tidal marsh. He also has experience in construction storm water permitting including preparation of Storm Water Pollution Prevention Plans and Construction Stormwater Permitting applications according to NPDES requirements. He has experience in performing storm water inspections and has designed and instructed storm water training for clientele and fellow employees. He has worked on Phase 1 and Phase 2 environmental site assessments, subsurface investigations including soil and groundwater sampling using direct push technology, and contaminated soil remediation. Mr. Saucier has extensive experience with GPS mapping.

Representative Project Experience:

- Industrial Water Line, Pascagoula, MS-Environmental Investigation and permitting
 - . 10 mile industrial water transmission line
 - . Project involvement included wetland delineation and wetland permitting
- Wetlands Mitigation Site, Jackson County, MS –Site Manager
 - . 80 acre wetland mitigation area including pine savannah and bay-head drain habitats
 - . Project involvement included annual compliance monitoring and reporting, exotics control, prescribed burns, and prescribed thinning



EDUCATION

B.S. Marine Biology, University of Southern Mississippi, 2004

CE EMPLOYMENT

2010

PROFESSIONAL REGISTRATION

Mississippi Professional Services License
Right-of-way Weed Control License
Alabama Commercial Pesticide Applicator Permit
Ground Applicator Forest Control
40 hour HAZWOPER Certification

Representative Project Experience:

- Public Park Redevelopment Project, Pascagoula, MS-Environmental Investigation and Permitting
 - . Redevelopment of a public park and boat launch
 - . Project involvement included a wetland delineation, threatened and endangered species survey, shellfish survey, and wetland permitting
- Aerospace Testing Facility, Stennis Space Center, Hancock County, MS-Storm Water Inspections
 - . Jet engine test stand design and construction oversight
 - . Project involvement included monthly storm water inspections during construction
- Industrial Port Facilities, Pascagoula, MS-Storm Water Inspections, Reporting, and Employee Training
 - . State-owned and maintained industrial port facilities which provide export/export venues for variety of goods
 - . Project involvement included monthly storm water inspections, assisting with annual storm water reporting, and designing and providing storm water training sessions for port employees and tenant employees
- Wetland Mitigation Site, Theodore, AL-Crew Supervisors
 - . 200 acre wetland mitigation area including bottomland forest and longleaf pine habitat
 - . Project involvement included oversight of exotics control efforts
- Industrial Facility Parking Lot, Pascagoula, MS-Environmental Investigations and Permitting
 - . 2,000 space parking lot for shutdown contractors of a large industrial facility
 - . Project involvement included wetland delineation, wetland permitting, and storm water permitting
- Maintenance Dredging, Industrial Port Facility, Pascagoula, MS-Dredge Material Sampling
 - . 15,000 cubic yard maintenance dredging project within an industrial mooring and turning basin
 - . Project involvement included sampling of substrate, and sorting and delivery of samples to testing lab
- Beach Renourishment Project, Hancock County, MS-Environmental Investigations
 - . 2 mile beach renourishment project
 - . Project involvement included SAV survey, shellfish survey, and wetland delineation
- Public Harbor Fuel Station, Harrison County, MS-Construction Oversight and Environmental Due Diligence Investigation
 - . Removal of old fuel system and design and installation of new system
 - . Project involvement included site remediation and oversight of construction



Michael G. Duplechain

Project Representative

Mr. Duplechain has 34 years of experience working in and around commercial and industrial construction sites. His experience in construction management is supported by his technical expertise in construction layout, site surveying, scheduling and management of work crews, and overall supervisions of daily construction activities. Mr. Duplechain is familiar with all safety aspects of construction management including conducting safety meetings and training, enforcing safety practices, and keeping complete records of accidents reports and investigations. Mr. Duplechain is also familiar with quality assurance and quality control procedure, field inspections, purchasing of material, execution of plan changes and keeping detailed daily records of all activities on the construction site.

Representative Project Experience:

- Washington Street Pier and Jetty Extension, Bay St. Louis, MS
 - Installation of 150 linear feet extension to existing pier
 - Timber piles, bracing, flooring, railings, and lighting
 - Placement of 50 # rip-rap as foundation
 - Limestone jelly cap with nautical warning lighting
- Washington Street Pier Repairs, Bay St. Louis, MS
 - Repairs and replacement of electrical lighting
 - Power panel for existing pier and pavilion
 - Wiring from overhead power to an underground conduit system
- South Railroad Avenue Bridge, Waveland, MS
 - Removal of existing bridge decking, railings, and timber piles
 - Installation of new pile-driven concrete piles
 - Fabricated concrete bridge decking panels and railings, and tie-ins of existing's roadway
- Beach Boulevard Drainage, Bay St. Louis, MS
 - Removal of existing concrete drainage culverts with timber anchors
 - Open water outfall timber pilings, and cleaning of existing drain in-lets
 - Installation of new concrete drainage culverts, new vinyl sheet pile cap for open water outfalls
 - Tie-ins of all existing concrete drain on-lets and existing box culverts
- Dunbar Avenue Pier Repairs, Bay St. Louis, MS
 - Repair and replaced electrical lighting and power panels for existing pier and pavilion due to damage from Hurricane Gustav



EDUCATION

Mechanical Engineering-
Louisiana State University,
1971-1973

CE EMPLOYMENT

2005

PROFESSIONAL REGISTRATION

Corps of Engineers Training
for Construction Quality
Management, CPR Training
Certified, Electrical Safety
Training, HAZWOPER
Training Certified,
Mississippi Uniform Traffic
Control Devices Training
for Streets and Highways,
OSHA Training Certified,
Personnel Management
Training, Public Relations
Training, TWIC Credential,
Vehicle Operations Safety
Training

PROJECT REPRESENTATIVE



Michael G. Duplechain

Representative Project Experience:

- Beach Maintenance, Bay St. Louis, MS
 - . Perform sand retrieval from waters edge onto existing sand beach due to natural wave action erosion
- Bayou Caddy Marina Electrical Repairs, Bay St. Louis, MS
 - . Repair and replace electrical lighting and power panels for existing pier and pavilion due to damage from Hurricane Gustav
- Clermont Harbor Pier Repairs, Bay St. Louis, MS
 - . Repair and replace electrical lighting and power panels for existing pier and pavilion due to damage from Hurricane Gustav
- Beach Maintenance Annual, Bay St. Louis/Waveland, MS
 - . Monitored daily cleaning, sifting and removal of all debris on sand beach and pedestrian pathway from Washington Street to Silver Slipper Casino
- Beach Restoration, Bay St. Louis, MS
 - . Install new sand fencing
 - . Repair existing sand fencing
 - . Install new plant vegetation for erosion control
- Waveland Pedestrian Pathway, Waveland, MS
 - . Remove existing unclassified excavation material
 - . Laid spread and compacted new select fill material
 - . Pour new concrete footers and 14.0 wide decking
 - . Perform tie-in of new decking to existing seawall
 - . Install new traffic striping for 5,030.0LFF of new pedestrian pathway
- Culvert cleaning and replacement, Hancock County, MS
 - . Cleaning culverts, replacement of listed culverts and repair
 - . Repair of all accompanying drive-ways and street crossing
- Temporary Repairs to Beach Boulevard, Bay St. Louis, MS
 - . Restoring Beach Boulevard
 - . Installation of new culverts, applications and compaction of sub-base fill material
 - . Crushed concrete for surface material as temporary replacement roadway due to damage

PROJECT REPRESENTATIVE



BURNS COOLEY DENNIS, INC.

GEOTECHNICAL AND MATERIALS ENGINEERING CONSULTANTS

RIDGELAND • HATTIESBURG • GULFPORT • MEMPHIS

Jeffrey W. Williams, P.E.

EDUCATION

Mississippi State University, B.S., 1990 – Civil Engineering
University of Houston, Masters, 2001 – Civil Engineering with
emphasis on Geotechnical Engineering

REGISTRATIONS

Professional Engineer: Mississippi, Texas, Louisiana

AFFILIATIONS

Past President of Gulf Coast Branch of Mississippi Section and
Past Secretary of Mississippi Section of American Society of Civil Engineers, Vice President of
Mississippi Engineering Society Southeast Area Chapter (NSPE) and member of American
Council of Engineering Companies

PROFESSIONAL HISTORY

Burns Cooley Dennis, Inc., March 2005 to Present, Principal Engineer - Gulfport and
Hattiesburg Offices

Previous experience includes:

Burns Cooley Dennis, Inc. 2004 to 2005 (Ridgeland, Mississippi), Fugro South, Inc.,
1997 to 2003 (Beaumont, Texas), Maxim Technologies, Inc. 1995 to 1997 (Beaumont Texas),
and Professional Service Industries, Inc. 1991 to 1995 (Houston and Beaumont, Texas).

REPRESENTATIVE EXPERIENCE

Background. Mr. Williams has worked on a variety of projects in geotechnical engineering over the past 22 years. These projects include roadways, bridges, railroad tracks, aviation facilities, wastewater and water treatment facilities, levees, cogeneration power plants, electricity substations, transmission lines, multi-story buildings, grade-supported and elevated storage tanks, crane lifts, heavy industrial structures, levees, bulkheads, and commercial and residential structures. He has a wide range of general geotechnical experience over geographical regions throughout Southcentral and Southeast United States. Aspects of geotechnical engineering that Mr. Williams has been responsible for include supervising and coordinating subsurface studies, geotechnical data evaluation, and design, preparation of geotechnical reports, and foundation and earthwork testing and inspection. He has conducted studies for projects involving shallow and grade-supported foundations, deep foundations, bulkheads, slope stabilities. Mr. Williams has performed or coordinated design and quality assurance for various types of deep foundations for a variety of clients. Design aspects typically involve the set up of geotechnical investigation, evaluation of soil data, evaluation of compression and uplift capacity of deep foundation elements, evaluation of any lateral and/or moment loading on the deep foundations using the



Characteristic Load Method and L-Pile, evaluate results of Pile Driving Analyzer (PDA) load testing or auger cast pile sonic logging. Recommendations for shallow foundations include allowable net bearing capacity, resistance to uplift loads, resistance to lateral loads, resistance to overturning moments, shrink/swell considerations, and dynamic loading considerations.

Experience. Mr. Williams has served as project manager for soils investigations recently for a variety of projects, including the investigation of Water, Sewer, and Storm Drain improvement for several areas of Biloxi including Area 07, Buena Vista East, which consists of the replacement of water, sewer, and storm drains and the replacement of existing asphalt pavements at selected locations within the Buena Vista East project area in Biloxi, Mississippi. The project area is located within an area roughly defined by Caillavet Street to the west, Hwy. 90 to the south, Lilly Lane to the east, and Esters Blvd. to the north. Burns Cooley Dennis made 79 borings for the investigation, performed laboratory testing, and provided recommendations for groundwater control, utility excavations, lift station and associated equipment foundation excavations and design, and utility bedding and backfill. Mr. Williams was project manager and was responsible for supervision and engineering.

Mr. Williams oversaw field and laboratory testing for the Dedeaux Road Widening project in Gulfport. He has also served as project manager for projects including the I-10/SR-601 Interchange in Gulfport, which involves plans for construction of a new interchange for Interstate 10, the Forrest General Hospital parking garage in Hattiesburg, Seashore Campground Methodist Retirement Clinic in Gulfport, U.S. Marine Boat Repair building in Gulfport, the Maritime Building in Pascagoula, the widening of SR 607 from Stennis to Texas Flat Road in Hancock County, a planned hotel for Silver Slipper Casino in Hancock County, a Two-Story Dormitory at Camp Shelby, and the Ocean Springs Harbor bulkhead replacement.

Additional projects for which Mr. Williams conducted geotechnical investigations include Water, Sewer, and Storm Drain Improvements NOB1 and NOB2 for the City of Biloxi, the NASA Visitor Center for Stennis, Martin Bluff Road Widening in Gautier, Henderson Avenue State Aid Bridge in Pass Christian, Mississippi, and Lorraine Road Bridge over the Biloxi River in Harrison County, Mississippi. Roadway investigations conducted by Mr. Williams include about 1 mile of Tucker Road in Jackson County, Mississippi, Lower Bay Road intersection at Port Bienville in Hancock County, Mississippi, 1 mile of Central Avenue and Jeff Davis Avenue in Long Beach, Mississippi, and 1 mile of Central Avenue in D'Iberville, Mississippi.

Construction Monitoring. Mr. Williams has personally monitored or coordinated the monitoring of the installation of drilled shafts, auger cast piles, and various shallow foundation systems. Most of these projects included quality assurance/control testing and monitoring such as deep foundation load testing, Pile Driving Analyzer (PDA) testing, nuclear densimeters, concrete testing, slope inclinometers, etc. Mr. Williams oversaw concrete and soil quality control testing on the U.S. 90 St. Louis Bay Bridge replacement project connecting Bay St. Louis, Mississippi and Pass Christian, Mississippi. Burns Cooley Dennis provided a full-time technician on the jobsite for the duration of the project. During peak periods such as when there were large concrete placements and requirements for soil density testing or asphalt testing, as many as five (5) technicians were provided at the same time.



Professional Experience

Mississippi Power Company -
Cooperative Engineering Intern

March 1993 - August 1995

Worked with power company, plant engineers on various construction projects with multiple subcontractors for plant projects. During in-school terms, worked with plant operations shift workers and instrumentation technicians on various plant projects.

Responsibilities:

- Assign work orders
- Assist engineers/operators with test reports and contracts
- AutoCAD and project documentation control

Canon Engineering, LLC -
Electrical Project Engineer

December 1995 - December 1997

Performed electrical design on various projects including educational facilities, office buildings, doctors offices, banks, ball fields, and hotels. Work included electrical design, specifications, and computer aided drafting of various projects.

Responsibilities:

- Lighting, power, fire alarm, communications, systems design
- Electrical lighting and demand load calculations
- Code compliance
- AutoCAD and project documentation control

Haynes Electric Company, Inc. -
Vice President, Engineering

December 1997 - August 2008

Worked as Vice President of the company. Tasks included overseeing project management and installations, coordination of project estimates and bidding, permitting, and project procurement. Assigned with complete responsibility of all electrical design-build projects including casinos, high-rise structures, parking garages, entertainment venues, industrial processing plants, and ball fields.

Responsibilities:

- Lighting, power, fire alarm, communications, systems design
- Electrical lighting and demand load calculations
- Code compliance
- Project and Labor Management
- Material Procurement
- AutoCAD and project documentation control

Welcon Electrical Consultants, PLLC -
Owner/President

August 2008 - Present

Owner and principal engineer of the company. Tasks include overseeing project design and project management of electrical installations. Assigned with complete responsibility of all electrical design projects including office buildings, retail developments, educational facilities, financial institutions, religious facilities, ball fields, casino developments, high-rise structures, parking garages, hotels, marinas, and waterfront developments.

Responsibilities:

- Lighting, power, fire alarm, communications, systems design
- Electrical lighting and demand load calculations
- Code compliance
- Project Management
- Business Development
- AutoCAD and project documentation control

Professional Profile

Electrical Engineer with extensive experience in commercial and light industrial electrical, fire alarm, and communications design. Background includes work as a design professional with engineering firms and electrical contractors, with knowledge of project management, installation, scheduling, estimating, construction and labor costs, and project feasibility as related to the design intent.

Personal Profile

Mississippi Gulf Coast native with over seventeen years experience in the electrical industry working with local utility companies, architects, design/consulting firms, and electrical contractors.

Education

UNIVERSITY OF SOUTH ALABAMA - Mobile, Alabama
Bachelor of Science - Electrical Engineering, 1995

References

Mr. David Allen - President
All South Electric
21042 Daugherty Road
Long Beach, MS 39560
228.452.2262
allsouth@cableone.net

Mr. David Hardy - Principal
Eley, Guild, Hardy Architects
1091 Tommy Munro Drive
Biloxi, Mississippi 39532
228.594.2323
dhardy@eleyguildhardy.com

Mr. Casey Weaver - President
Weaver Electric
10194 Lorraine Rd Ste I-B
Gulfport, Mississippi 39503
228.265.7740
cweaver@weaverelectric.us

WELCON

Electrical Consultants, PLLC
14231 Longway Road
Suite 8002
Gulfport, MS 39503
Phone: 228.222-5000
Fax: 228.200-0000
Web: welconconsultants.com

Compton Engineering License

Mississippi Board of Licensure for Professional Engineers and Surveyors

Mississippi

Professional Engineer Firm / Professional Surveyor Firm Roster

Firm Name: Compton Engineering, Inc.
Address: P. O. Box 686
Pascagoula, MS 39568-0686
Phone: (228) 762-3970
Designated Licensee: Lloyd David Compton, P.E.
COA Number: PE/8574
License Expires: 12/31/2014

License Type: Certificate of Authority (Surveying)

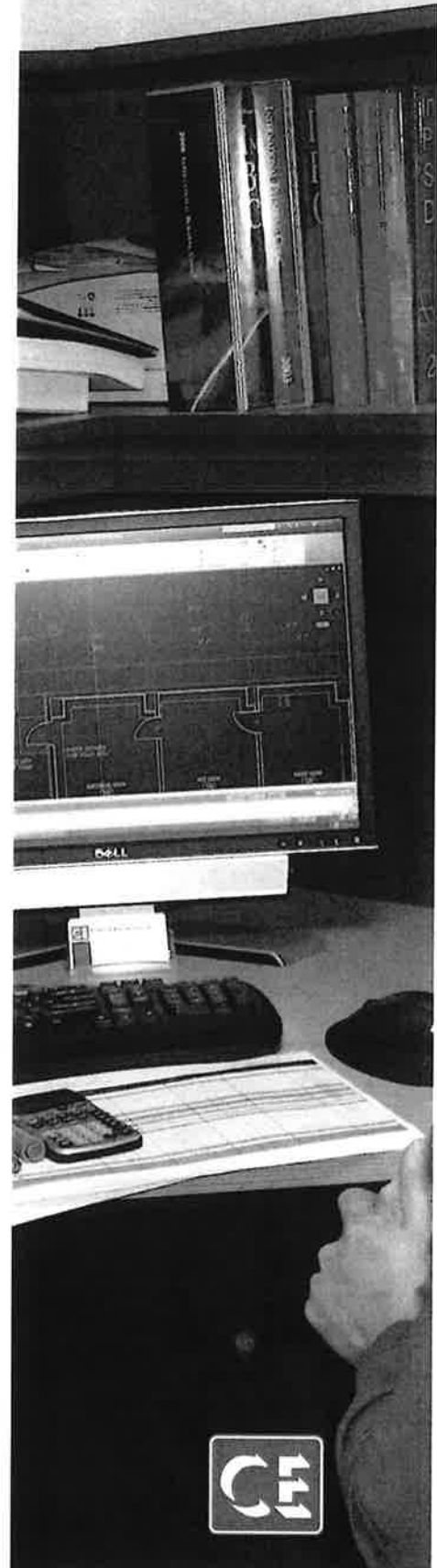
License Number: 38
License Expires: 12/31/2014
Designated Licensee: Mr. Paul Donald Pitts, (PS-3069)

Firm Name: Mr. Geoffrey Francis Clemens
Address: P. O. Box 2795
Bay St. Louis, MS 39521
County: Hancock
Phone: (228) 467-2770
Employer: Compton Engineering, Inc.
License Type: Professional Engineer
License Number: 14037
License Expires: 12/31/2014

Bay St. Louis

Biloxi

Pascagoula



Qualifications and Experience

Compton Engineering is proposing three professional (civil) engineers for the City of Gulfport's Request for Qualifications. The engineers selected have vast knowledge and experience working on all types of municipal projects, from a small evaluation of a sewer manhole to a large project such as a city-wide paving project using bond funding and everything in between. Our engineers are "hands on" and are accustomed to taking a project from inception to design and throughout the closeout of construction. The engineers proposed to work for the City of Gulfport are as follows:

L. David Compton, P.E.

Geoffrey Clemens, P.E.

John Studstill, P.E.

L. David Compton, P.E., CEO, has over thirty-three (33) years of experience in the design and construction of municipal and utility projects including solid waste and wastewater transportation and treatment systems. Mr. Compton has been with the company since 1980, and is a hands-on principal with direct involvement in many of the services provided by the firm. Mr. Compton has experience working with municipalities across the Mississippi Gulf Coast in many different capacities, from design engineering projects to assisting in economic development pursuits.

Geoffrey F. Clemens, P.E., has over twenty (20) years of experience as a civil engineer with an emphasis on project management, site and roadway design and construction, as well as experience in design and construction of sanitary sewer collection systems, drinking water distribution systems, stormwater collection systems, stormwater detention systems, and stormwater treatment systems. Geoffrey has been with the company for almost twenty years and has recently been promoted to the position of President. For this project, Geoffrey has been assigned an additional engineer and two engineer interns to assist him with his duties, to assure Gulfport's priorities will be completed on time and within budget.

John J. Studstill, P.E. has fifteen (15) years of experience as a civil engineer specializing in design and project management for site design, small building structures, emergency management operations, emergency shelters, roadways, stormwater collection systems, water distribution systems, wastewater collection and treatment systems, structural evaluations, contract document preparation and construction project management. John will be assigned to this project to assist the project manager in the day-to-day tasks supporting the City's every need.

Additional information regarding the engineers' experience, education, licensing, and affiliations, can be found in their resumes in Section 2 – Key Personnel Qualifications.

Bay St. Louis

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Pascagoula





COMPTON ENGINEERING, INC.

ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICES

3036 Longfellow Drive
P.O. Box 2795
Bay St. Louis, MS 39521

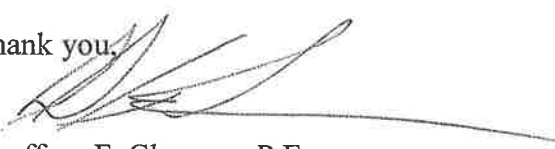
Phone: 228.467.2770
Fax: 228.467.2720

comptonengineering.com

STATEMENT OF FINANCIAL SOLVENCY

On March 28, 2014, I hereby declare, that as the President of Compton Engineering, Inc., I have the opinion, as it regards to the company's financial situation at the date of this statement, that there is no ground on which the company could then be found to be unable to pay its debts and should Compton Engineering be selected or short listed as a finalist to serve the City of Gulfport we will provide a full financial report as requested by the city.

Thank you,



Geoffrey F. Clemens, P.E.
President

PASCAGOULA

BILOXI

BAY ST. LOUIS

Municipal and Utility Client Service

Compton Engineering References

Mr. Mark L. McAndrews - Port Director

Jackson County Port Authority – Port of Pascagoula

P.O. Box 70

Pascagoula, MS 39568-0070

Telephone: (228) 762-4041

Projects: Port of Pascagoula Gulf LNG Facility Maintenance Dredging

Mr. Eric Goller

Jacobs FOSC Group

Building 2104

Stennis Space Center, MS 39529

Telephone: (228) 688-2486

Projects: Stennis Space Center Tug Boat Mooring

Ms. Suzette Necaise- Project Coordinator

Hancock County Board of Supervisors

854 Highway 90

Bay St. Louis, MS 39520

Telephone: (228) 395-1519

Projects: Hancock County Piers

Mr. Walker Foster, Vice President

VT Halter Marine

P.O. Box 1328

Pascagoula, MS 39568

Telephone: (228) 596-9542

Project: VT Halter Marine Operation, South Yard Expansion

Brent Anderson - Recovery Manager

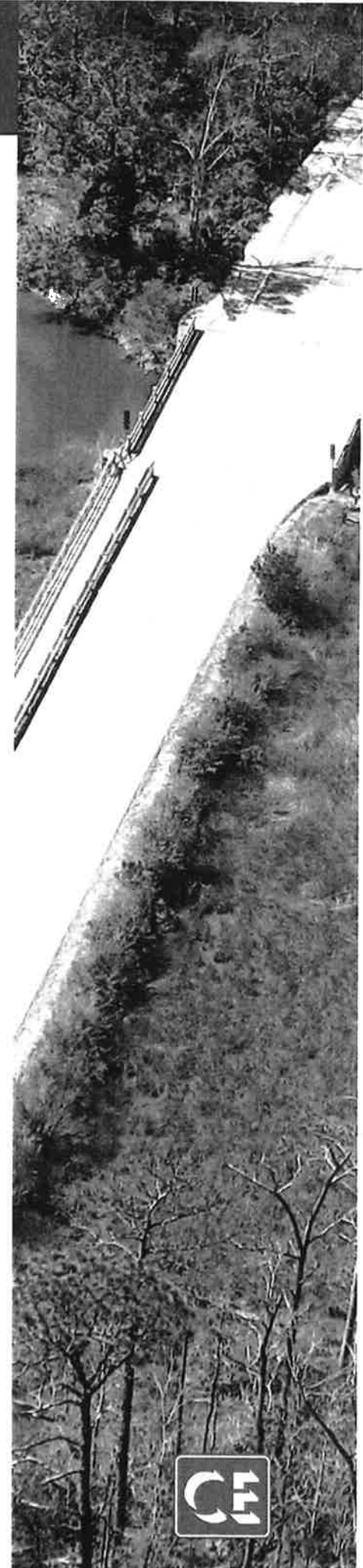
City of Waveland Public Works Director

335 Coleman Avenue

Waveland, MS 39576

Telephone: (228) 216-1630

Projects: Garfield Ladner Pier

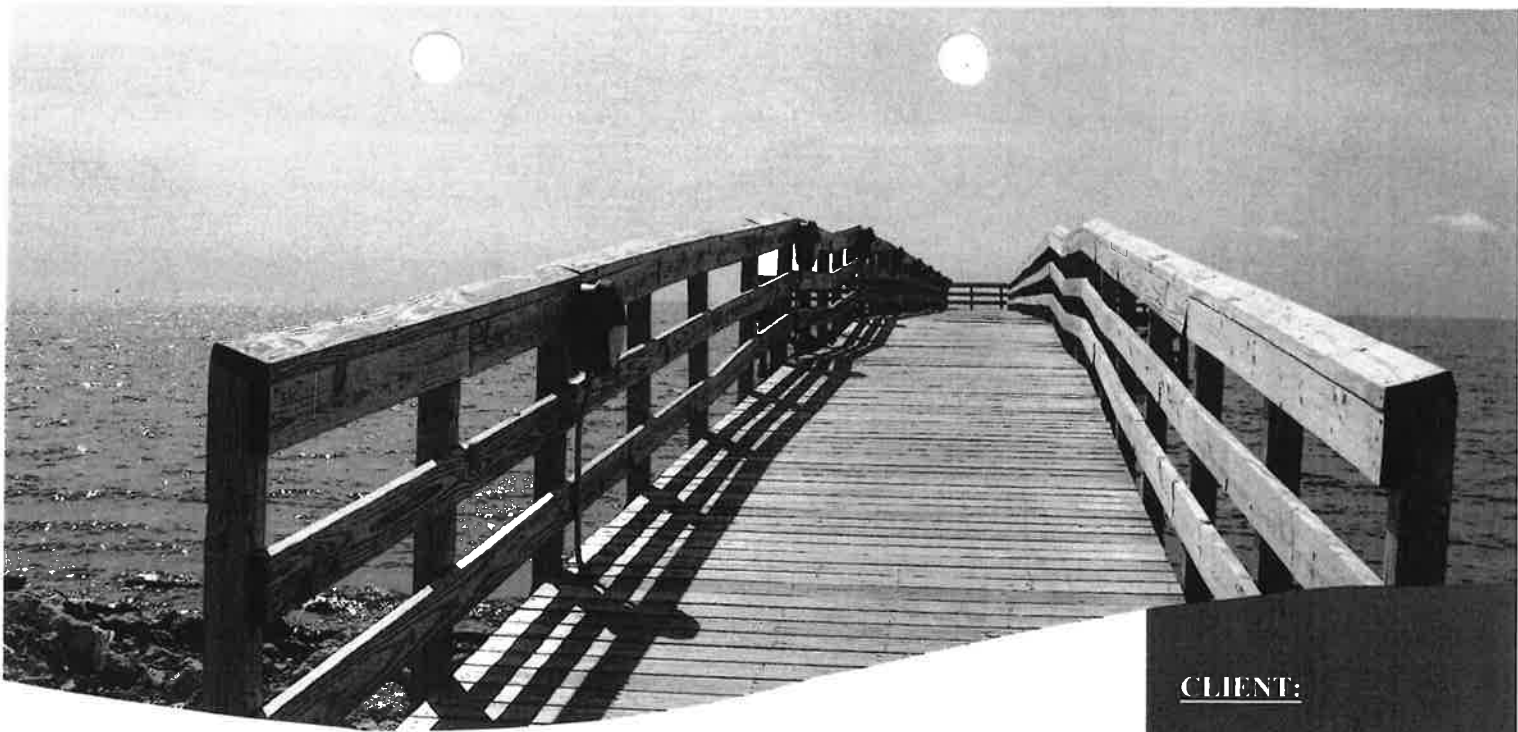


Bay St. Louis

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WASHINGTON STREET PIER AND JETTY EXTENSION

Compton Engineering acted as the Design Engineer and Project Manager to extend county fishing pier and redirect and extend jetty for protection of an existing boat launch.

- Project extended existing jetty over 130' on the southwest side and over 80' on the northeast
- The gravel jetties were widened to 30' and a concrete cap poured on top for erosion protection
- A fifty foot pier extension was added with a 1,000-sq. ft. fishing and observation deck at the end
- Handicapped assessable ramps were added along with new concrete stairs to enhance access
- Pathway lighting was added on pier walkways and 4 huge high wattage fishing lights at the end



CLIENT:

Hancock County Board
of Supervisors

FUNDED BY:

Hancock County Board
of Supervisors

PROJECT COST:

\$250,000.00

COMPLETION:

May 2011

CE ROLE:

Civil Engineering

Construction Management

Design

Environmental

Estimating

CIVIL





RESTORATION OF POINT PARK JETTY & DRIVING SURFACE

Compton Engineering acted as the Project Engineer and Project Manager to address the loss of land through erosion and structural repairs to existing parking area.

- Liaison between FEMA personnel and city project managers to keep project moving forward
- Utilized FEMA funds with match from the city to make project not only possible but viable
- Replaced rip-rap with larger stones and added additional material to prevent future losses
- Utilized existing base material and additional topping material to complete parking lot repairs
- Returned recreational area to the citizens of Pascagoula on time and budget



CLIENT:

City of Pascagoula

FUNDED BY:

City of Pascagoula
and FEMA

PROJECT COST:

\$ 376,323.78

COMPLETION:

2012

CE ROLE:

Civil Engineering

Design

Project Management

CIVIL





WASHINGTON STREET FINGER PIER EXTENSION & ELECTRICAL REPAIRS

Compton Engineering acted as the Design Engineer and Project Manager to extend finger piers and electrical upgrades along a municipal boat ramp into the Mississippi Sound.

- Docking piers now extended 100' to provide additional space for loading and unloading
- "Rub rails" on the piers were installed to protect the vessels on their approach and while docking
- Additional 1000 watt flood lights were provided to assist while trailering and securing their boats
- Approximately 130 LF of duct wiring and new concrete poles were installed mitigate the wind
- Solar channel marker lights were added to the project to increase safety at the jetties edge



CLIENT:

Hancock County Board
of Supervisors

FUNDED BY:

Hancock County Board
of Supervisors

PROJECT COST:

\$59,500.00

COMPLETION:

May 2012

CE ROLE:

Civil Engineering

Environmental

Project Management

CIVIL





WASHINGTON STREET PIER ACCESS ROAD LIGHTING

Compton Engineering acted as the Project Engineer and Project Manager to mitigate lighting and replace existing electrical service and install header curb.

- Demo and remove overhead secondary wiring and re-install all electrical underground.
- Replace existing wood poles with concrete poles and re-install existing fixtures
- Elevated main power connection to comply with FEMA codes and standards
- Install 640 feet of header curb to assist in secondary service wiring protection
- Widened limestone road and parking lot to elevate boat trailer parking and congestion



CLIENT:

Hancock County Board
of Supervisors

FUNDED BY:

FEMA, Hazard Mitigation
Grant Program

PROJECT COST:

\$53,633.00

COMPLETION:

February 2009

CE ROLE:

Civil Engineering

Construction Mgmt.

Design

Estimating

Project Management

Surveying

CIVIL





ST. STANISLAUS FISHING PIER

Compton Engineering acted as the Project Engineer and Project Manager to rebuild a pier destroyed by Hurricane Katrina.

- An elevated pedestrian bridge connects school property to the pier across Beach Blvd for safety
- Pier extends over 900' feet long and was designed to meet handicap accessibility requirements
- The structure is designed to withstand hurricane force winds and consist of all wood construction
- Low voltage lighting was installed to be environmentally friendly and reduce maintenance cost
- Project consisted of 2 single level and one multi-level pavilion with benches utilized school events



CLIENT:

St. Stanislaus College

FUNDED BY:

FEMA

PROJECT COST:

\$920,000.00

COMPLETION:

January 2009

CE ROLE:

Civil Engineering

Construction Management

Design

Estimating

Project Management

Surveying

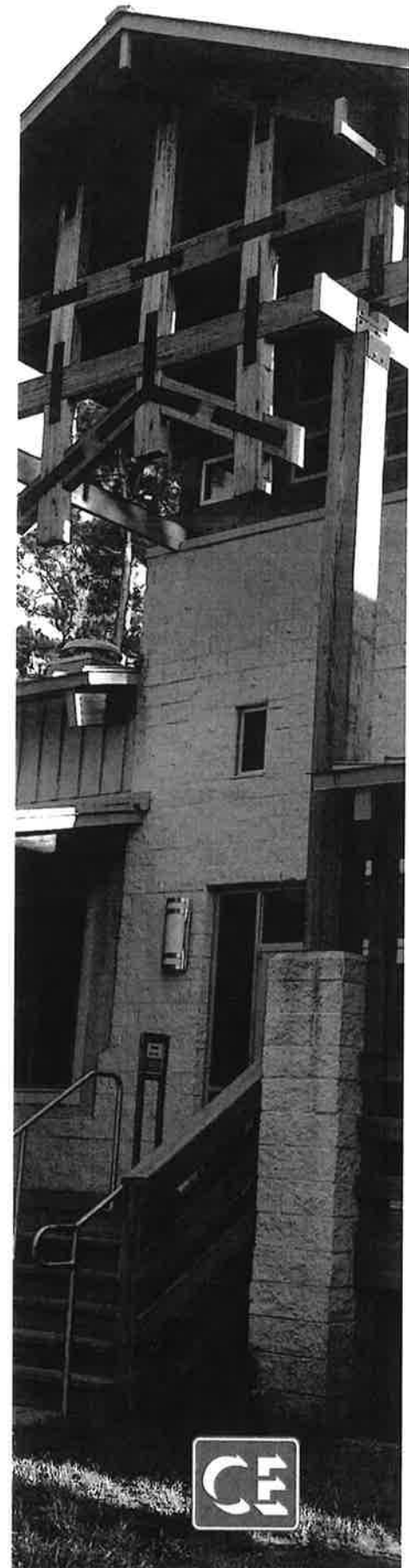
CIVIL



Capacity for Performance

Compton Engineering has a versatile, dedicated staff of professionals who take pride in meeting the client's needs on time and within budget. We are small enough to provide tailored, individual attention to critical tasks and timelines, yet we have the expertise and experience to meet any design challenge.

As your Project Professional, we bring to you a qualified, local design team dedicated to the timely delivery of professional services, while providing individual attention to critical tasks and time lines. We have provided the required information, including the names and résumés of 12 professionals proposed for the team. However, Compton has an additional local staff of 34 employees that can be called upon if needed for additional support.



Bay St. Louis

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Pascagoula



Capacity for Performance

Areas of Expertise

Over the years, Compton Engineering, Inc. has developed into a diversified firm with a professional staff having expertise in various areas of professional engineering, environmental, and surveying services. A sample of the services that can be provided by our firm is as follows:

Waterfront:

Pier Design	Sea Wall Design	Bulkhead Design
Jetty Design	Port Facilities	Bottom Profile and Underwater Utility Location
Marina Design	Utility Location	Location
Underwater Utility Design	Permitting	Scour Analysis and Erosion Prevention
Coastal Foundation Design	Coastal Erosion Prevention	Storm Water Detention
Corps of Engineers Permitting	Discharge Permitting	Anchorage and Mooring
Barge Unloading Facilities	Boat Launch Ramp Design	Low-Profile Dams
Dredging		

Civil:

Breakwaters	Planning Regulation Adherence	Site Layout
Railroad Design	Drainage System Design	Airport Development
Water Treatment	Department of Transportation	New Utility Design
State Aid	Roadway Design	Beach Restoration and Renourishment
Environmental Permitting	Zoning Adherence	Residential Development
Planning Regulatory Review	Subdivisions	Traffic Studies
Industrial Pipelines	Wastewater Systems	Parks and Recreation Facilities
ADA Compliance	Walking Trails	Soil Erosion and Sediment Control
Run-off Calculations	Pump Stations	Water Distribution and Supply Design
Fountains	Watershed Analysis	Pedestrian and Vehicular Bridges
Zoning Compliance Review		

Structural:

Concrete Structures	Historical Restoration	Over-Head and Bridge Crane Structures
Masonry Structures	Special Truss Designs	Structural Rehabilitation & Renovations
Light-Gage Structures	Steel Structures	Pedestrian & Vehicular Bridges
Foundation Design	Haz Mat Storage Building	

Surveying:

ACSM/ALTA Surveys	Subdivision Planning	Road and Site Layout
Property Line Determination	Hazardous Waste Site Surveys	Power Line Surveys
Tracts or Small Lots	Registered Land Surveys	Hydrographic Surveys
Construction Layout	Underground Cable Location	Highway and Road Surveys
FEMA Flood Elevation	Engineering Design Surveys	Remonumentation of Public Lands
Topographic Survey	Land Descriptions	Geodetic Surveys
Horizontal and Vertical Control	Pipeline Surveys	Photogrammetric Surveys
Aerial Photogrammetry	Easement Surveys	Land Subdivision

Continued on next page ...

Bay St. Louis

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Capacity for Performance

Areas of Expertise

Environmental:

Phase I Environmental Site Assessments	Environmental Land Use Restrictions
Phase II Environmental Site Assessments	Underground Storage Tank Closures
Contaminated Site Closure Reports	Long Term Sample Collection and Monitoring
Regulatory Consultation and Support	Groundwater Elevation
Permitting	Spill Prevention Control & Countermeasure Plans (SPCC)
Facility Response Plans	Concentration Gradient/Plume
Mold Inspection and Remediation Plans	Wetland Delineation
Brownfield's Program Eligibility	Remedial Design
Storm Water Permitting and Design	Feasibility/Pilot Studies
Waste Characteristics	Remedial Design Investigations
Remedial Oversight and Documentation	Soil Management Plans
Remedial Action Works Plans	

Building Design as Engineering Lead :

Jet Engine Test Facilities	Office Complexes	Aerospace Manufacturing Facility
Training Laboratory	Computer Centers	Industrial Facilities
Fire Stations	Shop/Fabrications Facilities	Water Treatment Facilities
Blast Cells	ADA Renovations	Isolation Slabs
Funeral Homes	X-Ray Rooms	Education Facilities
Vehicle Maintenance Facilities	Lending Institutions	Warehouses
Code Reviews	Coolers & Freezers Facilities	Hazard Material Storage
Community Centers	Cleanroom Environments	Life Safety Compliance
Control Rooms		
Historical Renovations & Restorations		
Factory Mutual Compliant Facilities		

Bay St. Louis

Biloxi

Pascagoula



Capacity for Performance

Capacity to Accomplish Work

Compton Engineering has the manpower and state-of-the-art hardware, software, and equipment to complete projects in a cost effective and timely manner. Our staff has been with the firm long enough to have participated on many similar projects. Furthermore, most of these projects are located right here on the Mississippi Gulf Coast, providing us with a distinct "home field" advantage of experienced staff with firsthand knowledge of the geographic and demographic constraints of the projects.

Our team of 46 engineers, planners, computer designers, surveyors, environmental management specialists and inspectors, backed by a technical support staff, is committed to completing your projects on schedule and within budget. Compton Engineering is blessed to have a diversified staff of professional and technical people that we refer to and treat as family. Our staff is passionate about meeting aggressive schedules and supports Compton Engineering's traditional mentality to work hard, work efficiently, and focus on the milestones set in the project schedule.

Compton Engineering's three office locations total approximately 24,000 square feet, with roughly 5,000 square feet in our Harrison County office and over 7,500 square feet at our Hancock County location. Our work environment and common areas are second to none. We offer an office for our client's use, as well as a conference room with all the amenities to meet one's communications and presentation needs.

Compton Engineering experienced the wrath of Katrina along with our neighbors, friends, and family here in South Mississippi. We believe that there was no firm on the Mississippi Gulf Coast that responded to the clients' needs as quickly after Katrina as the Compton staff. Even though some of us were back to work the day after the devastation, we felt there were some improvements to our facilities that needed to be made so that we could better serve our clients. As a result, Compton Engineering can immediately go to work after a disaster because we now have all needed systems on secondary support. That means that all electrical components, such as lights, computers, printers, plotters, and yes, even the air conditioners, will work in time of need. Our water well, ice machine, and emergency response plan and supplies have been installed and put into place to first protect our employees, and, second, to set protocol to serve our clients immediately following the next event.

Bay St. Louis

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Capacity for Performance

Project Understanding

The City of Gulfport has advertised a request for proposals from qualified engineering firms for professional engineering services related to repair of piers and jetties due to damage caused from Hurricane Isaac. Compton Engineering hereby submits this Statement of Qualifications for engineering services as evidence of our ability to perform the work and provide the services required for this project.

As we understand it, the evaluation of our proposal will be based on the following criteria (1-4). We would like to address these items one by one, with support documentation following in the additional pages of our submittal.

1. Experience in performing the type of work outlined in the Scope of Work:

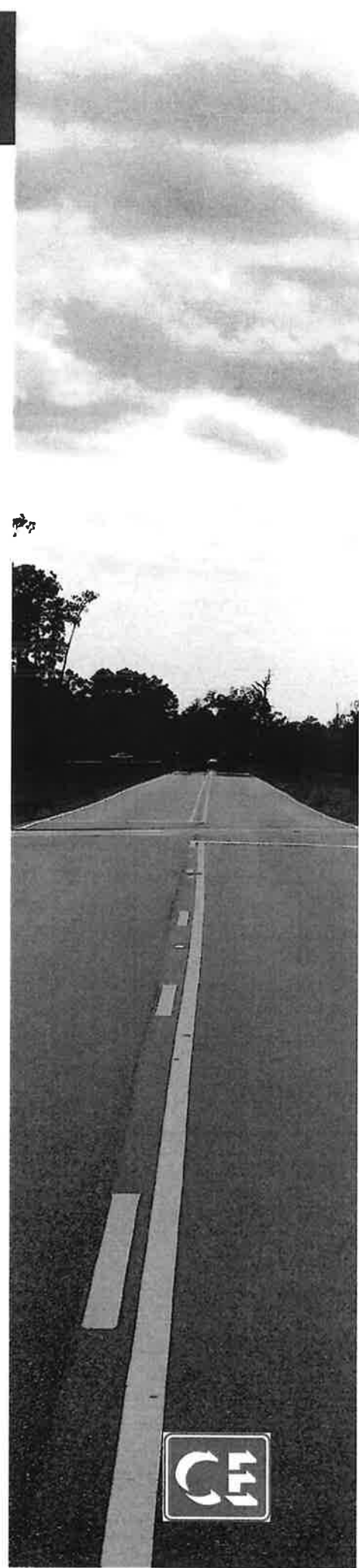
Compton has been working directly with municipal clients and federal agencies here on the coast since Hurricane Frederic in 1979. We understand not only the scope of work, but the environmental and permitting challenges that may lie ahead. Our project team has worked on many multi-million dollar projects using multiple funding sources at the same time, which required different accounting practices for reimbursement, and are prepared to meet the stringent processes set forth by the state and federal agencies.

2. The qualifications of the principals and professionals to be assigned:

Geoffrey F. Clemens, proposed Project Manager, has been involved in projects of this nature for over 20 years and is supported by 45 other professionals who have worked on like projects in recent years. The team has set up Quality Assurance personnel to try to prevent any changes orders that could arise. We also have two employees strictly dedicated to the Tidelands and HMGP part of this project. We have evaluated almost every water front recreational improvement in Hancock County in post-storm events since 1993. We have assisted FEMA, MEMA and other state and federal agencies in their inspections and evaluations, and have assisted in providing thorough scopes of work on Project Worksheets which have been used through the repair process.

3. The Consultant's experience in working with projects involving public funding:

We have a proven track record in all services needed for this proposal and the completion of this project. Time and time again, we have proved to many of our clients and to the stakeholders of our communities that we can exceed the expectations set by not only the owner, but also the end users of the entire beach front area. As also noted in criteria 2 of this page, we have over four decades of working with projects involving public funding and the agencies that administer those funds. Our vast experience with FEMA and other federal funding agencies, along with a wealth of knowledge on Mississippi Tidelands funding, may give us the ability to undertake some unique matching fund opportunities.



Capacity for Performance

Project Understanding

4. The extent of in-house capabilities of the firm:

As first noted in our cover letter, we are a full-service firm and are structured to be able to complete 100% of the required work for this proposal with employees in our Harrison and Hancock County offices. We have shown our ability and experienced staff available to complete most projects utilizing in-house personnel. However, as previously stated, we will subcontract two particular professional services to local outside sub-consultants, the first being materials and geotechnical testing and the second the electrical engineering portion of the projects.

In closing, at Compton Engineering, we take pride in our good reputation for character, integrity, sound judgment, experience, and efficiency. As a local firm with its total workforce being from coastal Mississippi, we have a vast knowledge of the local area, the people, and what it takes to complete jobs on time and on budget. Given our success in the past with multi-million dollar, high profile government projects, we plan to implement the same design and construction management strategies to successfully deliver your piers and jetties back to the City of Gulfport.



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Minimum Insurance Requirements

Professional Liability:	\$1,000,000	Each Person
	\$3,000,000	Total Aggregate
Workers Compensation:	\$500,000	Each Accident
	\$500,000	Each Employee Disease
	\$500,000	Policy Limit Disease

VENDOR INFORMATION

Company/Firm Name	Compton Engineering Inc
Authorized Representative (print)	J. Mickey Lagasse
Authorized Representative (signature)	<i>[Signature]</i>
Address	3036 Longfellow Dr
Phone Number	228-549-2049
Facsimile Number	228-467-2720
Email	Mickey@ComptonEngineering.com
Website (if available)	www.comptonengineering.com

Questions

Questions regarding this RFP should be directed to the Procurement Office by email: cdebenport@gulfport-ms.gov or facsimile (228) 868-5704, *not less than seven (7) business days* prior to the proposal due date. All questions must be submitted *in writing*; telephonic inquiries will not be considered.

Direct Contact

Direct contact with any City employee, including the Governing Authority, on the subject of this proposal, is strictly forbidden. Violation of this paragraph will result in disqualification of your proposal.

Trade Secrets/Proprietary Information

Trade Secrets or Proprietary information submitted by an, offeror, or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Mississippi Freedom of Information Act; however, the, offeror or contractor must invoke the protections of this section prior to or upon submission of data or other materials to be protected and state the reasons why protection is necessary. *Price quotations in proposals submitted to the City are not "proprietary" or "confidential".* They are considered public information.

Please mark one:

☒ **No**, the submittal I have turned in does not contain any trade secrets and/or proprietary information.

☐ **Yes**, the submittal I have turned in does contain trade secrets and/or proprietary information. If **YES**, please list the *page numbers* **and** the *reasons* why the information is considered a trade secret and/or proprietary information. These pages shall be conspicuously labeled "PROPRIETARY INFORMATION" in red ink at the top and bottom center of each page.

Do Not Mark the Whole Proposal Proprietary

The contractor will be and state that he is an equal opportunity employer in all solicitations or advertisements.

For the purposes of this subsection, "A drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this subsection, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

EXHIBIT "B"

FEES AND EXPENSES

Actual costs as the term is used herein shall include all direct salaries, payroll additives, overhead and direct. Direct salaries are those amounts actually paid to the person performing the services which are deemed reasonably necessary by the City for the advancement of the Scope of Work. 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 Engineer's allowable indirect costs attributable to the Work Assignment.

Direct costs are those charges deemed reasonably necessary by the City for the successful completion of the Scope of Work.

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

Labor Hour as the term is used herein shall include all direct salaries, payroll additives, overhead, and profit. Unit-Costs, as the term is used herein shall include all direct costs and profit. Labor Hour/Unit-Costs are not subject to any adjustments on the basis of the Engineer's cost experience in performing the Work Assignment. The Labor Hour/Unit-Costs shall be paid based on the rates established in the Work Assignment

If requested by City all labor charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

Direct costs:

The City will reimburse the Engineer's printing, long distance phone calls, and testing for actual documented expenses. All Direct costs shall be substantiated with supporting documentation. Testing costs shall not exceed 2% of the construction costs and the CITY shall approve the testing agreement in advance of testing working being performed. All direct expenses will be reimbursed upon receipt of acceptable paid invoices.

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.

EXHIBIT "C"

SAMPLE INVOICE

City of Gulfport, Mississippi

Attn: _____

Date: _____

Invoice No. 0000

Period _____, 20__ Through _____, 20__

Project No.. - - - - - in Harrison County, Mississippi

Work Assignment: - - - - -

Engineer: _____

	Current Period	Previous Estimate	Total Allowed to Date
Labor Costs *	\$	\$	\$
Direct Costs **	\$	\$	\$
Project Total	\$	\$	\$
Amount Due this Invoice			\$

NOTE:

1. * PAYROLL ADDITIVES (INCLUDING ALL FRINGE BENEFITS & OVERHEAD)
2. THE ESTIMATED FCCM FOR COST PROPOSALS AND SUPPLEMENTAL AGREEMENTS MUST BE SPECIFICALLY IDENTIFIED AND DISTINGUISHED FROM THE OTHER COSTS. PROFIT/FEE SHALL NOT INCLUDE AMOUNTS APPLICABLE TO FCCM.
3. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
4. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED BY THE CONSULTANT SERVICES DIRECTOR. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA (Sample Only)

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

Employee and Classification	Rate of Pay	Current Period Hours	Current Period Costs	Previous Period Costs	Costs to Date
John P. Public, Jr. Engineer	\$0.00/hour	0.00	\$0.00	\$0.00	\$0.00
John P. Public, Jr. Designer	\$0.00/hour	0.00	\$0.00	\$0.00	\$0.00
John P. Public, Jr. Technician	\$0.00/hour	0.00	\$0.00	\$0.00	\$0.00
SUBTOTAL	\$0.00/hour	0.00	\$0.00	\$0.00	\$0.00
TOTAL LABOR					
Direct Costs					
PROJECT TOTAL					

EXHIBIT "D"
PROGRESS REPORT

MONTHLY PROJECT STATUS REPORT
Reporting Period:
City Representative:
Consultant:
Project No.:
Project Description:
Work Completed:
Work Planned:
Issues to be Addressed:

Report Submitted by: _____

Date: _____

EXHIBIT "E"

NOTICE TO CONTRACTORS, FEDERAL AID CONTRACT COMPLIANCE WITH TITLE VI OF THE AMERICANS WITH DISABILITIES ACT, COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT, CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT, DISADVANTAGED BUSINESS ENTERPRISES ACT, WORKER VISIBILITY

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

1. Compliance with Regulations: The Engineer will comply with the Regulations of the City, 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 Agreement.

2. Nondiscrimination: The Engineer, 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 sub-consultants including procurement of materials and leases of equipment. The Engineer will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when this Agreement covers a program set forth in Appendix B of the Regulations. In addition, the Engineer 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 Engineer for work to be performed under a subcontract, including procurement of materials or equipment, each potential sub-consultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Agreement 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 agreements 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/contractor or sub-consultant/sub-contractor 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 Engineer shall report all suspected or reported violations to the City.

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 \$2,000 for construction contracts and in excess of \$2,500 for other contracts 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 (DBE): It is the policy of the City 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 City and the Engineer shall comply with the "Mississippi Department of Transportation's Disadvantage Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the Engineer, nor any sub-recipient or sub-consultant shall discriminate on the bases of race, color, national origin, or sex in the performance of this Agreement. The Engineer 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 Engineer to carry out those requirements is a material breach of this Agreement which may result in the termination of this Agreement or such other remedies as the City 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 "F"

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 Agreement 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 Agreement.
- (2) The Engineer 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 Agreement, 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 Agreement. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000.00. The Engineer shall include the language of the certification in all subcontracts exceeding \$25,000.00 and all sub-consultants shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the Engineer 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 Engineer) to solicit or secure this agreement,
- (b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the agreement, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bone fide employee working solely for me or the above Engineer) 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, or any other applicable Federal or State Agency 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 _____ day of _____, 20__.

{Enter Consultant's Name}

{Type name}

ATTEST: _____

My Commission Expires:

Notary

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Legal

Date: 07/11/2014

Subject: Resolution - by the Gulfport City Council acknowledging and memorializing receipt of mean-high water survey involving particular areas south of U.S. Highway 90 and within "Boundary Agreement" and "Perpetual Dedication and Grant for public use and park".

Recommendation:

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of July, 2014, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL ACKNOWLEDGING
AND MEMORIALIZING RECEIPT OF MEAN-HIGH WATER SURVEY
INVOLVING PARTICULAR AREAS SOUTH OF U. S. HIGHWAY 90 AND
WITHIN “BOUNDARY AGREEMENT” AND “PERPETUAL DEDICATION
AND GRANT FOR PUBLIC USE AND PARK”**

WHEREAS, to assure continued and perpetual use of areas constituting the City’s recreational venues, park, and facilities south of U. S. Highway 90 and along or near the extension of 20th Avenue south of this Highway and the City’s Harbor (the Bert Jones Yacht Basin), the City dedicated in perpetuity such areas and entered into agreements with the Secretary of State of the State of Mississippi entitled “Boundary Agreement” and “Use Agreement” and adopted a “Perpetual Dedication and Grant for Public Use and Park,” all of which documents were executed by the respective parties and which were filed and recorded in the Land Records of the Chancery Clerk of Harrison County, First Judicial District, Mississippi on March 25, 2014; and

WHEREAS, in conjunction with the execution and recording of such agreements and documents, a “Mean-High Water Survey” was obtained and registered by Kenny L. Alston, PLS and Joseph R. Clarke, PLS in April 2014, which depicts particular areas excluded from or outside of the “Use Agreement” with Secretary of State of the State of Mississippi (recorded as Instrument No. 2014 2039D-J1 on March 25, 2014, in the Land Records of the Chancery Clerk of Harrison County, First Judicial District, Mississippi) and included in or within the “Boundary Agreement” of the City of Gulfport, Mississippi (recorded as Instrument No. 2014 2038D-J1 on March 25, 2014, in the Land Records of the Chancery Clerk of Harrison County, First Judicial District, Mississippi) and the

“Perpetual Dedication and Grant for Public Use and Park” of the City of Gulfport, Mississippi (recorded as Instrument No. 2014 2049D-J1 on March 25, 2014, in the Land Records of the Chancery Clerk of Harrison County, First Judicial District, Mississippi); and

WHEREAS, the Governing Authority of the City of Gulfport hereby acknowledges receipt of such “Mean-High Water Survey” and is desirous that such survey, a copy of which is attached hereto as Exhibit “A” and which was filed as a matter of record in larger format on June 26, 2014, in the “Surveyor’s Record Book No. 2” (on page 10) maintained on file in the Land Records of the Chancery Clerk of Harrison County, First Judicial District, Mississippi, and which was further filed and recorded in the Land Records of the Chancery Clerk of Harrison County, First Judicial District, Mississippi on such date, be received and spread across the City’s minutes.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That the Governing Authority of the City of Gulfport, Mississippi does hereby memorialize and acknowledge receipt of the “Mean-High Water Survey” completed in April 2014, attached hereto as Exhibit “A,” of particular areas that are within the “Boundary Agreement” and the “Perpetual Dedication and Grant for Public Use and Park,” both previously executed and recorded in the Land Records of the Chancery Clerk of Harrison County, Mississippi, First Judicial District on March 25, 2014, and excluded from the “Use Agreement,” also earlier executed and filed in these

Land Records on March 25, 2014, which such survey shall now be spread upon its minutes.

The above and foregoing Resolution, after having been first reduced to writing and ready by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2014.

APPROVED:

MAYOR

1

REVIEWED

SCANNED



Jeffrey S. Bruni 1st Judicial District
Instrument 2014 4343 D -J1
Filed/Recorded 6/26/2014 03:00 P
Total Fees \$ 13.00
4 Pages Recorded

Survey

Prepared By: Jeffrey S. Bruni, Esq.
MS Bar No. 9573
City of Gulfport, Mississippi
2309 15th Street
Gulfport, MS 39501
228-868-5811

Grantor: The City of Gulfport, Mississippi
2309 15th Street
Gulfport, MS 39501
228-868-5811

Grantee: The City of Gulfport, Mississippi
2309 15th Street
Gulfport, MS 39501
228-868-5811

Title: **Mean-High Water Survey of April 2014 Depicting Particular Areas Excluded from or Outside of "Use Agreement" with Secretary of State of the State of Mississippi** (recorded as Instrument No. 2014 2039D-J1 on March 25, 2014, in the Land Records of the Chancery Clerk of Harrison County, First Judicial District, Mississippi) **and Included in or Within the "Boundary Agreement" of the City of Gulfport, Mississippi** (recorded as Instrument No. 2014 2038D-J1 on March 25, 2014, in the Land Records of the Chancery Clerk of Harrison County, First Judicial District, Mississippi) **and the "Perpetual Dedication and Grant for Public Use and Park" of the City of Gulfport, Mississippi** (recorded as Instrument No. 2014 2049D-J1 on March 25, 2014, in the Land Records of the Chancery Clerk of Harrison County, First Judicial District, Mississippi). The attached "Mean-High Water Survey" has also this 26th day of June, 2014, been filed as a matter of record in larger format in the "Surveyor's Record Book No. 2" (on page 10) maintained on file in the Land Records of the Chancery Clerk of Harrison County, First Judicial District, Mississippi.

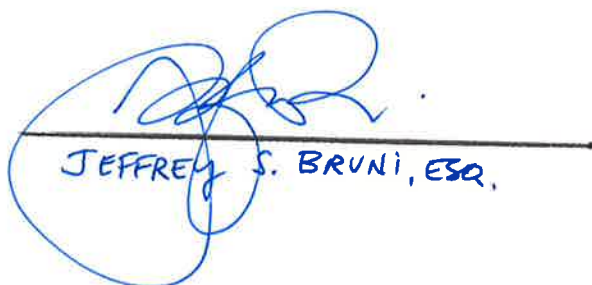
Indexing Instruction: Fractional Section 9, Township 8 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi.

AND ALSO:

Fractional Section 10, Township 8 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi.

AND ALSO:

East ½ of Fractional Section 9 and West ½ of Fractional Section 10, Township 8 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi.



JEFFREY S. BRUNI, ESQ.

STATE OF Mississippi

COUNTY OF Harrison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 26th day of June, 2014, within my jurisdiction, the within named Jeffrey S. Bruni, ESQ, who acknowledged that (he) (she) (they) executed the above and foregoing instrument.

Rebecca Green

Notary Public

[SEAL]



My commission expires:





Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Legal

Date: 07/11/2014

Subject:

Resolution - by the Gulfport City Council to establish fee schedule for the Police Animal Welfare Shelter (PAWS) and for related purposes.

Recommendation:

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2014, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO ESTABLISH FEE SCHEDULE FOR THE POLICE ANIMAL WELFARE SHELTER (PAWS) AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, by and thru the Gulfport Police Department, recently established the Police Animal Welfare Shelter (PAWS) to hold animals that are introduced to the shelter in the course of enforcement of municipal ordinances and state laws governing animals (i.e., dogs, cats, and other animals); and

WHEREAS, the Gulfport Police Department has found it necessary to begin holding adoption events during which unclaimed animals are made available to the general population for adoption; and

WHEREAS, it is necessary to establish a fee schedule to be utilized by the Police Department and PAWS as it makes animals available to “forever homes”; and

WHEREAS, the Police Department and PAWS recommend that the fee schedule, as found in Exhibit “A” hereto, be adopted as the same is believed to be in the best interest of the City of Gulfport; and

WHEREAS, it is further recommended by the Police Department and PAWS that the Chief of Police be authorized, in his sole discretion, to offer “adoption specials” (i.e., discounted adoptions) when the animal population at the PAWS shelter is at such a level that “adoption specials” (i.e., discounted adoptions) can be used as an alternative to euthanasia.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:

Section 1. That the proposed fee schedule, as found in Exhibit “A” hereto, be and the same is hereby approved by the Gulfport City Council for use by the City, the Police Department and PAWS for the adoption of animals from PAWS by members of the public.

Section 2. That the Chief of Police be, and he is hereby, authorized, in his sole discretion, to offer “adoption specials” (i.e., discounted adoptions) when the animal population at the PAWS shelter is at such a level that “adoption specials” (i.e., discounted adoptions) can be used as an alternative to euthanasia.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

ABSENT

(SEAL)

ADOPTED:

PRESIDENT

MAYOR

Exhibit “A”

Adoptions by the general public:

\$75.00	includes initial vet exam (including vaccinations and deworm), rabies vaccination, spay/neuter procedure, Microchip insertion
\$85.00	same as above, also includes Heartworm Test (at option of adopting individual)



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ginnie Hem, Manager
Finance

Date: 07/18/2014

Subject: Budget Amendment # 57 for Community Development Block Grant and HOME Programs for FY 2014.

Recommendation:

Memorandum - *City of Gulfport...*

Community Development Department

To: Ginnie Hem, Finance Manager

From: Karen C. McCarty,
Community Development Administrator _____

Date: June 30, 2014

Please place the attached budgets on the Council agenda for July 8, 2014

The attached is the final budget and amendments for Community Development Block Grant and HOME Programs for Fiscal Year 2014. This represents the approved HUD Grant Allocations for 2014 CDBG and HOME Programs. The City council approved original budget and projects on November 5, 2013.

Funding Source: CDBG and HOME

City of Gulfport
FINAL CDBG and HOME BUDGET for FISCAL YEAR 2014
Council Agenda July 8, 2014

The following budgets and budget amendments represent projects approved by council on November 5, 2013.

Description	Org	Object	Project	2014 Budget
-------------	-----	--------	---------	----------------

Community Development Block Grant

Grant Revenue CDBG (2014)	200	455200	05400	\$ 520,651.00	
Administration				\$ 104,130.00	
Wages and Salaries 2014	511	600100	05400	\$ 60,818.00	I
City Benefit 2014	511	601300	05400	\$ 72.00	I
State Retirement 2014	511	601900	05400	\$ 10,000.00	I
FICA Taxes 2014	511	602200	05400	\$ 6,363.00	I
Life Insurance 2014	511	602500	05400	\$ 275.00	I
Health Insurance 2014	511	602600	05400	\$ 12,000.00	I
Worker's Comp Insurance 2014	511	602700	05400	\$ 5,872.00	I
Housing Rehab - Adjustment 2014	511	603600	05400		
Office Supplies 2014	511	610400	05400	\$ 1,500.00	I
Operating Supplies 2014	511	610700	05400	\$ 300.00	I
Contractual Fees 2014	511	620900	05400	\$ 650.00	I
Legal Fees 2014	511	621300	05400	\$ 200.00	I
Training Programs 2014	511	622300	05400	\$ -	I
Bank Fees 2014	511	624200	05400	\$ 180.00	I
Postage 2014	511	625700	05400	\$ 300.00	I
Telephone 2014	511	626001	05400	\$ 3,000.00	I
Advertising 2014	511	626100	05400	\$ 1,900.00	I
Travel 2014	511	626900	05400	\$ 700.00	I
Misc Services and Charges -2014	511	627900	05400	\$ 26,311.11	I
Computer Equipment 2014	511	630400	05400	\$ -	I
Office Equipment/Furniture 2014	511	630600	05400	\$ -	I
Catholic Social Services 2014	511	640100	05420	\$ 10,000.00	I
CASA of Harrison County 2014	511	640100	05428	\$ 10,000.00	I
de L'Epee Deaf Center 2014	511	640100	05429	\$ 10,000.00	I
Gulf Coast Community Ministries 2014	511	640100	05430	\$ 10,000.00	I
Gulf Coast Women's Ctr for Nonviolence 2014	511	640100	05431	\$ 10,000.00	I
Salvation Army 2014	511	640100	05432	\$ 10,000.00	I
Emergency Housing Repair 2014	511	640100	05433	\$ 37,000.00	
Gulf Ave/Colony Park Drainage 2014	511	640100	05434	\$ 300,000.00	I
Unobligated Funds	511	640100	05435	\$ 135,010.92	I
Soria City Acquisition 2012	511	640100	05436	\$ (15,000.00)	D
Soria City Infrastructure 2012	511	640100	05235	\$ (75,000.00)	D
East North Gulfport Park Drainage 2012	511	640100	05237	\$ (20,000.00)	D
MHRA Tenant Assistance 2013	511	640100	05337	\$ (5,000.00)	D
Villa del Ray Playground Equip 2012	511	640100	05236	\$ (482.00)	D
So MS AIDS Task Force 2013	511	640100	05336	\$ (7.92)	D
CDBG Misc Revenue Repayments	200	560100		\$ (26,311.11)	D

[illegible]

Description	Org	Object	Project	2014	
				Budget	
HOME Investment Partnership Program					
Grant Revenue HOME (2014)	200		74100	\$ 436,915.00	I
Administration				\$ 43,691.00	
Wages and Salaries	515	600100	74100	\$ 30,611.00	I
State Retirement	515	601900	74100	\$ 2,000.00	I
FICA Taxes	515	602200	74100	\$ 1,800.00	I
Life Insurance	515	602500	74100	\$ 180.00	I
Health Insurance	515	602600	74100	\$ 1,500.00	I
Workers Comp	515	602700	74100	\$ 1,200.00	I
Housing Rehab - Adjustment	515	603600	74100		
Office Supplies	515	610400	74100	\$ 2,000.00	I
Operating Supplies	515	610700	74100	\$ -	I
Gasoline, Oil, Grease	515	614000	74100	\$ 400.00	I
Contractural Fees	515	620900	74100	\$ 700.00	I
Legal Fees	515	621300	74100	\$ 500.00	I
Professional Fees	515	622100	74100		
Training Programs	515	622300	74100	\$ -	
Business Retention/Promotion	515	623700	74100	\$ -	
Postage	515	625700	74100	\$ 300.00	
Advertising	515	626100	74100	\$ 1,800.00	I
Travel	515	626900	74100	\$ 700.00	I
Misc. Services & Charges	515	627900	74100	\$ -	I
Office Equipment/Furniture	515	630600	74100	\$ -	
Computer Equipment	515	630400	74100	\$ -	
Homeowner Rehab - GPT - 2014	515	850100	74120	\$ 152,920.00	I
Biloxi Home - New Const. 2014	525	850100	74200	\$ 107,045.00	I
Harrison County - Home - DPA 2014	535	850100	74310	\$ 45,876.00	I
CHDO - GCHI - 2014	515	850100	74410	\$ 65,538.00	I
CHDO Operating - 2014	515	850100	74411	\$ 21,845.00	I
				\$ 436,915.00	

Grant Revenue HOME (2014)	200		74100	\$ 436,915.00	I
Administration				\$ 43,691.00	
Wages and Salaries	515	600100	74100	\$ 30,611.00	I
State Retirement	515	601900	74100	\$ 2,000.00	I
FICA Taxes	515	602200	74100	\$ 1,800.00	I
Life Insurance	515	602500	74100	\$ 180.00	I
Health Insurance	515	602600	74100	\$ 1,500.00	I
Workers Comp	515	602700	74100	\$ 1,200.00	I
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Legal Fees	515	621300	74100	\$ 500.00	I
Professional Fees	515	622100	74100		
Training Programs	515	622300	74100	\$ -	
Business Retention/Promotion	515	623700	74100	\$ -	
Postage	515	625700	74100	\$ 300.00	
Advertising	515	626100	74100	\$ 1,800.00	I
Travel	515	626900	74100	\$ 700.00	I
Misc. Services & Charges	515	627900	74100	\$ -	I
Office Equipment/Furniture	515	630600	74100	\$ -	
Computer Equipment	515	630400	74100	\$ -	
Homeowner Rehab - GPT - 2014	515	850100	74120	\$ 152,920.00	I
Biloxi Home - New Const. 2014	525	850100	74200	\$ 107,045.00	I
Harrison County - Home - DPA 2014	535	850100	74310	\$ 45,876.00	I
CHDO - GCHI - 2014	515	850100	74410	\$ 65,538.00	I
CHDO Operating - 2014	515	850100	74411	\$ 21,845.00	I
				\$ 436,915.00	



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ginnie Hem, Manager
Finance

Date: 07/08/2014

Subject: Budget Amendment # 58 - to adjust Munis budget for Grant Modification # 7 between Small Craft Harbor and West Harbor Expansion.

Recommendation:

Memorandum - City of Gulfport...

Community Development Department

To: Ginnie Hem, Finance Manager

From: Karen C. McCarty,
Community Development Administrator _____

Date: June 30, 2014

Please place the attached Budget Amendment on the Council agenda for July 8, 2014

Budget modification #7 of the Small Craft Harbor R-109-202-03-KCR, transfers remaining grant funds, due to grant closeout, to West Harbor Expansion Grant R-109-202-06-KCR.

		Debit	Credit
542 621100 05815	Small Craft Harbor/Engineering	-29,868.25	
542 640600 05845	West Harbor Expansion Construction		29,868.25

Funding Source: Katrina Supplemental CDBG -MDA

City of Gulfport

Budget Amendment Request

Fund Name KCDBG - SMALL CRAFT HARBOR/20TH AVE IMP. Date 6/30/2014
 Department # 542- 05815 Budget Entry # _____
 Department Name Community Development

Original Budget	Prior Amendments	This Amendment	Revised Budget
-----------------	---------------------	----------------	----------------

Personal Services				
Supplies				
Other Services	\$ 496,000.00	\$ 380,502.16	\$ (29,868.25)	\$ 846,633.91
Capital Outlay				
Projects	\$ 6,104,000.00	\$ (99,340.77)	\$ -	\$ 6,004,659.23
Total	\$ 6,600,000.00	\$ 281,161.39	\$ (29,868.25)	\$ 6,851,293.14
Revenue				
Cash Reserves				
Other				

Amendment to:

Budget Modification #7 decreases Small Craft Harbor final grant budget by \$29,868.25 and transfers remaining funds to R-109-205-06-KCR West Harbor Expansion.

MISSISSIPPI DEVELOPMENT AUTHORITY

MODIFICATION SIGNATURE SHEET

501 North West Street • Post Office Box 849

Jackson, Mississippi 39205

1. Recipient's Name, Address and Telephone No. City of Gulfport P. O. Box 1780 Gulfport, MS 39501 228-868-5700	2. Effective Date 09-1-13 3. Contract Number: R-109-202-03-KCR Grant Number: R-109-202-03-KCR 4. Modification Number: 87 5. Grant Identifier: (Funding Source & Year) CDFA# 14.219 & 14.228 6. Beginning & Ending Dates: through 12-10-08 through 05-30-14 7. Page 1 of 3
--	---

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

	KCDBG	FEMA Funds	Other: CIAP/CITY
From	\$ 6,881,161.39	\$ -	\$ -
To	\$ 6,851,293.14	\$ -	\$ 306,121.35
Increase of			\$ 306,121.35
Decrease of	\$ 29,868.25		

9. The above recipient is hereby modified as follows: This budget mod is to transfer remaining grant balance of \$29,868.25 to Grant #R-109-202-06-KCR, West Harbor Expansion. *→ extend grant date to 5/31/14 and update match*

11. Approved for Agency: <i>[Signature]</i> Date <i>6/23/14</i> Signature _____ Date _____ Name: Daron Wilson Title: Chief Operating Officer Disaster Recovery	12. Approved Receipt: <i>[Signature]</i> Date <i>5/13/14</i> Signature _____ Date _____ Name: Scott Wilson Title: _____
---	---



MDA DRD
BUDGET MODIFICATION WORKSHEET

Recipient

City of Gulfport

Contract Number:

R-109-202-03-KCR

Note: List CDBG Funds where changes are made

[illegible]

Katrina Supplemental CDBG Program Budget Summary

Applicant,

City of Gulfport

Funding Year 2010

Grant Year: _____

Contract: #R-109-202-06-KCR

Description	MDA	IDIS		Other Funding Sources			
Administration			Katrina CDBG	Insurance	FEMA	Other	Total
General Administration			169,400.00				169,400.00
Application Prep			10,000.00				10,000.00
Subtotal (A)			179,400.00				179,400.00

Description	MDA	IDIS	Other Funding Sources				
Public Facilities			KATRINA CDBG	INSURANCE	FEMA	LOCAL CASH	Total
							0.00
Architectural/Engineering			667,233.91				667,233.91
Water Well-Jones Park Small Craft			6,004,659.23			306,121.35	6,310,780.58

Katrina CDBG Supplemental funds cannot be used for any activity or which funds have been made available by any Federal Agency including FEMA or the Army Corps of Engineers.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ginnie Hem, Manager
Finance

Date: 07/14/2014

Subject: Budget Amendment # 59 - to transfer and increase Public Works and Water and Sewer Operations Departments budgets.

Recommendation:



Budget Amendment

To: Scott Wilson, Finance
Ginnie Hem

CC: Mayor Billy Hewes
Dr. John Kelly, CAO
Kris Riemann, P.E., Director of Engineering

From: Wayne Miller, P.E., Director of Public Works

Date: July 10, 2014

Subject: Budget Amendment to get through FY2014 and Internal Transfer for Traffic to Purchase Laptops.

REQUESTED	FROM	TO	ACCOUNT	DESCRIPTION
\$ 10,000.00	GENERAL FUND	311	613800	ASPHALT
\$ 10,000.00	GENERAL FUND	335	611300	MOTOR VEHICLE REPAIRS
\$ 10,000.00	GENERAL FUND	335	612200	REPAIRS AND MAINTENANCE
\$ 2,500.00	GENERAL FUND	335	620900	CONTRACTUAL FEES
\$ 10,000.00	WATER & SEWER FUND	815	611300	MOTOR VEHICLE REPAIRS
\$ 10,000.00	WATER & SEWER FUND	815	612200	REPAIRS AND MAINTENANCE
\$ 10,000.00	WATER & SEWER FUND	815	614000	GASOLINE, OIL, GREASE
\$ 7,500.00	WATER & SEWER FUND	815	614300	SHELLS, GRAVEL, SAND
\$ 12,500.00	WATER & SEWER FUND	815	616400	WATERWELL SUPPLIES
\$ 10,000.00	WATER & SEWER FUND	825	611300	MOTOR VEHICLE REPAIRS
\$ 10,000.00	WATER & SEWER FUND	825	612200	REPAIRS AND MAINTENANCE
\$ 2,500.00	WATER & SEWER FUND	825	614000	GASOLINE, OIL, GREASE
\$ 25,000.00	WATER & SEWER FUND	825	614300	SHELLS, GRAVEL, SAND
\$ 10,000.00	WATER & SEWER FUND	825	615800	LIFT STATION SUPPLIES
\$ 10,000.00	WATER & SEWER FUND	825	615801	HCUA LIFT STATION SUPPLIES
\$ 8,000.00	WATER & SEWER FUND	825	630300	CAPITAL OUTLAY
\$ 7,000.00	WATER & SEWER FUND	815	630300	CAPITAL OUTLAY
\$ 165,000.00	TOTAL			
\$ 8,200.00	311 624700	315	630300	CAPITAL OUTLAY

The Department of Public Works is in need of the budget increases above to get through FY2014. The majority of the increase is to aid in vehicle maintenance and repairs. Since we have not been able to replace vehicles and equipment on the recommended life-cycle, we are spending more funds maintaining what we have.

The \$8,200 internal transfer to Traffic Capital Outlay is to purchase laptops for our Traffic Division as well a network router. We are moving forward with a paperless work order system for this department and this will also allow them to work in the field.

I hereby recommend this budget amendment.

Please place on the July 22, 2014 City Council Agenda.

City of Gulfport

Budget Amendment Request

Fund Name	General	Date	07/22/14
Department #	309	Budget Entry #	
Department Name	Public Works		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personal Services	1,486,224	-	-	1,486,224
Supplies	1,390,350	-	30,000	1,420,350
Other Services	3,224,132	(5,000)	(5,700)	3,213,432
Capital Outlay	-	5,000	8,200	13,200
Total	6,100,706	-	32,500	6,133,206

Fund Name	Water/Sewer	Date	07/22/14
Department #	815	Budget Entry #	
Department Name	Water Operations		

Personal Services	-	-	-	-
Supplies	1,603,150	181,209	50,000	1,834,359
Other Services	2,603,366	(12,500)	-	2,590,866
Capital Outlay	30,000	22,500	7,000	59,500
Total	4,236,516	191,209	57,000	4,484,725

Fund Name	Water/Sewer	Date	07/22/14
Department #	825	Budget Entry #	
Department Name	Sewer Operations		

Personal Services	118,611	-	-	118,611
Supplies	754,500	133,086	67,500	955,086
Other Services	2,506,604	(11,000)	-	2,495,604
Capital Outlay	50,000	21,000	8,000	79,000
Total	3,429,715	143,086	75,500	3,648,301

Amendment to transfer and increase budgets in the Public Works Department and the Water Operations and Sewer Operations Departments. This amendment is being requested by the Director of Public Works.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ginnie Hem, Manager
Finance

Date: 07/14/2014

Subject: Budget Amendment # 60 - to establish a budget for the Dolan Avenue drainage project.

Recommendation:



DEPARTMENT OF PUBLIC WORKS

Budget Amendment

To: Scott Wilson, Finance
Ginnie Hem

CC: Mayor Billy Hewes
Dr. John Kelly, CAO
Kris Riemann, P.E., Director of Engineering

From: Wayne Miller, P.E., Director of Public Works

WM

Date: July 11, 2014

Subject: Request Budget Amendment for Dolan Avenue Drainage Project

Amount	FROM	TO	ACCOUNT DESCRIPTION
\$200,000	GENERAL FUND	"NEW"	DOLAN AVENUE DRAINAGE PROJECT
\$200,000	Total		

The Department of Public Works requests a new account be created in the amount of \$200,000 to replace approximately 1,300 feet of drainage pipe on Dolan Avenue. This drainage system has failed causing the City to completely close the road. The failure can be attributed to age and material makeup of the pipe. The construction of this project will be repaired by the City's current Unit Price Contractor "GT Development & Contracting, LLC".

I recommend this amendment in order to restore this system to an operational condition.

Please place on the July 22, 2014 City Council Agenda.

City of Gulfport

Budget Amendment Request

Fund Name Capital Projects Date 07/22/14
Department # 345 Budget Entry # _____
Department Name Capital Projects

Original Budget	Prior Amendments	This Amendment	Revised Budget
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Dolan Ave Drainage

Project - - 200,000 200,000

Total - - 200,000 200,000

Fund Balance - - 200,000 200,000

Amendment to set up a budget for the Dolan Avenue drainage project. This amendment is being requested by the Director of Public Works.

Amendment # 60



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ginnie Hem, Manager
Finance

Date: 07/14/2014

Subject: Budget Amendment # 61 - to roll over a portion of the Public Transportation budget from prior year.

Recommendation:

Memo

To: Scott Wilson, Comptroller
From: Ginnie Hem, Finance Manager
Date: July 13, 2014
Re: Budget Amendment Request to Adjust the Public Transportation Account

Please submit the attached budget amendment in order to increase the Public Transportation account by \$23,800.00. This amount did not get paid until October 2013 so it is causing the FY 2014 budget to be short. The \$23,800 had been budgeted in FY 2013 and should have carried over in order to match the expenditure.

Budget Amendment # 61

City of Gulfport

Budget Amendment Request

Fund Name General Fund Date 07/22/14
Department # 175 Budget Entry #
Department Name Public Transportation

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personal Services	-	-	-	-
Supplies	-	-	-	-
Other Services	305,943	54,735	23,800	384,478
Capital Outlay	-	-	-	-
Total	305,943	54,735	23,800	384,478
Fund Balance	-	-	23,800	23,800

Amendment to increase the budget in the Public Transportation account for amount unpaid in the prior fiscal year. This amendment is being requested by the Comptroller.

Amendment # 61



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ginnie Hem, Manager
Finance

Date: 07/14/2014

Subject: Budget Amendment # 62 - to establish the budget for the FY2014 Tidelands Grant Agreement FY14-P401-20GP- City of Gulfport - Bert Jones Yacht Basin.

Recommendation:

City of Gulfport

Budget Amendment Request

Fund Name	Capital Projects	Date	07/22/14
Department #	345	Budget Entry #	
Department Name	Capital Projects		

Original Budget	Prior Amendments	This Amendment	Revised Budget
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Tidelands Grant -
2014 #02814

Total

-	-	225,000	225,000
-	-	225,000	225,000

Revenue- Grant 100-
455100-02814

-	-	225,000	225,000
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Amendment to budget the FY2014 Tidelands Grant Agreement FY14-P401-20GP - City of Gulfport - Bert Jones Yacht Basin. This amendment is being requested by the Assistant Director of Leisure Services.

Amendment # 62

Ginnie Hem

From: David D'Aquilla
Sent: Wednesday, June 18, 2014 3:31 PM
To: Ginnie Hem
Cc: Edmond Salloum
Subject: Tidelands FY14-P401-20GP
Attachments: Signed Award Letter and Grant packet sent to City.pdf; Tideland Project Report FY14-P401-20GP.pdf

Find attached letter from December 2013 awarding the 2014 City of Gulfport Tidelands FY14-P401-20GP for the Yacht Basin. When we discussed a couple weeks ago about the 2014 funds, I could not find any documentation regarding the award or the approval letter. This week I received the TTF-4 reports from DMR for the open projects and included was a report due for this grant. Since I had nothing on it, I requested and received the attached letter. Not sure what happened but the submittal went in July 2013 and I was out of the office at the time with my heart incident.

Please set up an account in the amount of \$225,000. Also attached is the Project Report which confirms the amount. If you need any additional information regarding this application or award, please let me know.

Thanks

David

David D'Aquilla
Assistant Director
Department of Leisure Services
The City of Gulfport
Phone: 228-868-5881 ext. 6501
Fax: 228-868-5883





STATE OF MISSISSIPPI

Phil Bryant
Governor

MISSISSIPPI DEPARTMENT OF MARINE RESOURCES

Jamie M. Miller, Executive Director

December 2, 2013

Mayor Billy Hewes
City of Gulfport
PO Box 1780
Gulfport MS 39520

Re: FY2014 Tidelands Grant Agreement- FY2014-P401-20GP- City of Gulfport – Bert Jones Yacht Basin

Dear Mayor Hewes:

It is with great pleasure that I announce the awards of the Fiscal Year 2014 Tidelands Trust Fund Grant projects! I know that this is a long –awaited announcement, and I am sure you are anxious to receive your grant award. The Tidelands Trust Funds allocated for your project, City of Gulfport Bert Jones Yacht Basin, are in the amount of **\$225,000.00.**

The Mississippi Department of Marine Resources (DMR) requests that you resubmit your Tidelands application to reflect the change in funding. A blank official FY2014 Amended Tidelands Application has been enclosed for your convenience. Please complete this application and return it to the Tidelands Trust Fund Office of the DMR at the address below by December 14, 2013. We will be contacting you in the near future to schedule a convenient time and date for presentation of your grant award.

Enclosed you will also find two original Tidelands Grant Agreements, Fiscal Year 2014 for the above referenced project. These documents are fully executed by the Department of Marine Resources, please retain one for your records and return the other to MDMR Tidelands Office at 1141 Bayview Avenue, Biloxi, MS 39530. The Department of Marine Resources shall make progress payments in installments based on the work completed and material used in the performance of a tidelands project only after receiving written verification of the work completed using attached Payment Request (Form TTF-3). One other provision of this agreement is to provide the Department of Marine Resources with a detailed progress report beginning June 30, 2014, and every six months thereafter for the duration of the project. The Department asks that you use the attached blank copy of the Progress Report (Form TTF-4) to submit your reports. Upon completion of the project, the attached Notice of Completion (Form

TTF-5) will need to be submitted and before final reimbursement can be paid. Additionally, the agreement states that a prominent sign be erected at all funded public access and construction-related projects. Please note that the exact wording of your project sign should be as follows:

"Funds for this project appropriated by the Mississippi Legislature, 2014 Tidelands Trust Fund, through the Secretary of State, Delbert Hosemann, and the Mississippi Department of Marine Resources"

A new sign is needed to reflect the new fiscal year funding if your project is a continuation from the previous year.

Your cooperation and understanding are appreciated. Should you have any questions regarding this matter, please do not hesitate to contact me or Sonja Slater, at (228) 374-4138.

In appreciation,

A handwritten signature in black ink, reading "Jamie M. Miller". The signature is fluid and cursive, with the first name "Jamie" being the most prominent part.

Jamie M. Miller
Executive Director

Enclosure

cc: Bill Mitchell, P.E.

Brown, Mitchell & Alexander, Inc.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Sherry Dulaney, None
Accounts Payable

Date: 07/14/2014

Subject: Docket of Claims - to be approved through July 23, 2014.

Recommendation:

Memo

To: Mayor Billy Hewes III
Members of the City Council
From: Scott Wilson, Comptroller
Date: 7/15/2014
Re: Docket of Claims

To the best of my knowledge, all items contained within this docket of claims have been properly procured and are within budgeted amounts.

For your Consideration,



Scott Wilson
Comptroller

CITY OF GULFPORT
BOOK BALANCES AS OF JULY 15, 2014

BANK ACCOUNT NAME	BALANCE
City Depository #5482	\$ 3,704,643.98
Group Health Insurance #5524	\$ 227,238.11
Claims Contingency #5581	\$ 1,431,477.05
Community Development #5565	\$ 339,780.59
Police Forfeiture & Seizure #5649	\$ 1,196,215.27
Coastal Narcotics #5607	\$ 75,789.14
Asset Forfeiture Clearing #5615	\$ 208,430.21
TOTAL	\$ 7,183,574.35

The Above Accounts are in
 BancorpSouth Bank

PC
 7/15/14

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2014, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
APPROVING THE DOCKET OF CLAIMS**

WHEREAS, following the City Council’s approval of the budget, funds for the City of Gulfport are vested with the Mayor and Administration; and

WHEREAS, claims presented to the City for payment must be approved by the City Council through a Docket of Claims process; and

WHEREAS, the Administration for the City of Gulfport has prepared, certified, and submitted to the City Council a “Docket of Claims” for approval, attached hereto as Exhibit “A”; and

WHEREAS, in submitting this Docket of Claims, the Director of Finance and Administration has certified to the Council that to the best of his knowledge and belief, all items contained within the Docket of Claims have been properly procured and appear to be within previously budgeted amounts and are lawful and appropriate for payment; and

WHEREAS, in authorizing payment for the Docket, the City Council must rely on this certification and by reliance on this certification, hereby authorizes payment to be issued to satisfy all claims found within the Docket, unless specifically excluded by the Council.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY
COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:**

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That the Docket of Claims is hereby approved in the form attached hereto as Exhibit “A”, except for those claims specifically excluded by the Council.

Section 3. That this Resolution shall take full force and effect immediately upon its passage and enactment according to law and shall be spread upon the minutes of the Gulfport City Council.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by Councilmember _____, seconded by Councilmember _____, and was adopted by the following roll call vote:

YEAS:

NAYS:

ABSENT:

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT OF THE COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the _____ day of _____, 2014.

APPROVED:

MAYOR



CITY OF GULFPORT

Docket Sorted By Vendor

Docket Date: 7/23/2014



Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
1ST SOURCE SERVALL					
343774	290 - 610700 -		58.62	150965	175855
8205676 MICROWAVE SPIN TRAY FOR STATION 7					
# of Claims		1	Vendor Payment Total	58.62	
84 LUMBER CO					
343530	345 - 640100 - 02477		123.11	150723	176109
2082004 2X8X20 KD SYP#2 FIRE STATION 3 TRAINING PAD AREA					
343530	345 - 640100 - 02477		106.71	150723	176109
4748200 .006X20X100 POLY BLACK					
343530	345 - 640100 - 02477		90.97	150723	176109
8021465 OX 14" PRO UNV DIAM BLD					
# of Claims		3	Vendor Payment Total	320.79	
A T & T					
344207	815 - 626001 -		212.89	151397	MANUAL
344207	290 - 626001 -		1,458.97	151397	MANUAL
# of Claims		2	Vendor Payment Total	1,671.86	
A-1 FIRE EQUIPMENT					
344123	290 - 612500 -		673.68	151313	175827
804-6369 FIRE PROTECTIVE BOOTS					
# of Claims		1	Vendor Payment Total	673.68	

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
A1 BATTERY INC					
343417	335 - 611300 -		142.05	150611	175544
BLANKET PURCHASE ORDER FOR MAY AND JUNE 2014					
343418	335 - 611300 -		56.10	150612	175544
BLANKET PURCHASE ORDER FOR MAY AND JUNE 2014					
343419	335 - 611300 -		73.25	150613	175544
BLANKET PURCHASE ORDER FOR MAY AND JUNE 2014					
343420	335 - 611300 -		79.10	150614	175544
BLANKET PURCHASE ORDER FOR MAY AND JUNE 2014					
343421	335 - 611300 -		73.95	150615	175544
BLANKET PURCHASE ORDER FOR MAY AND JUNE 2014					
343422	335 - 611300 -		62.65	150616	175544
BLANKET PURCHASE ORDER FOR MAY AND JUNE 2014					
343423	335 - 611300 -		418.35	150617	175544
BLANKET PURCHASE ORDER FOR MAY AND JUNE 2014					
343424	335 - 611300 -		67.55	150618	175544
BLANKET PURCHASE ORDER FOR MAY AND JUNE 2014					
343425	335 - 611300 -		131.60	150619	175544
BLANKET PURCHASE ORDER FOR MAY AND JUNE 2014					
343535	213 - 611300 -		67.10	150726	172907
BLANKET PURCHASE ORDER FOR BATTERIES & WINDSHIELD WIPERS FOR POLICE VEHICLES FOR STOCK					
343536	213 - 611300 -		729.50	150728	172907
BLANKET PURCHASE ORDER FOR BATTERIES & WINDSHIELD WIPERS FOR POLICE VEHICLES FOR STOCK					
343537	213 - 611300 -		76.95	150729	172907
BLANKET PURCHASE ORDER FOR BATTERIES & WINDSHIELD WIPERS FOR POLICE VEHICLES FOR STOCK					
# of Claims			12	Vendor Payment Total	1,978.15
AAA GULF COAST SECURITY INC					
344193	213 - 612200 -		171.45	151383	174928
DSC RFK 5501 WIRELESS RECEIVER KEYPAD					
344193	213 - 612200 -		187.50	151383	174928
SERVICE CALL TO REPAIR ALARM SYSTEMS IN THE FORENSIC DEPARTMENT					
# of Claims			2	Vendor Payment Total	358.95

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
ADAM COOPER					
343366	213 - 626900 -		25.00	150562	175648
FOOD ALLOWANCE WHILE ATTENDING LEADS ON-LINE LEADERSHIP TRAINING IN SAN ANTONIO, TX 05/27/14 (DINNER ONLY)					
343366	213 - 626900 -		120.00	150562	175648
FOOD ALLOWANCE WHILE ATTENDING LEADS ON-LINE LEADERSHIP TRAINING IN SAN ANTONIO, TX 05/28; 29; 30/14 (BREAKFAST PROVIDED)					
343366	213 - 626900 -		15.00	150562	175648
FOOD ALLOWANCE WHILE ATTENDING LEADS ON-LINE LEADERSHIP TRAINING IN SAN ANTONIO, TX 05/31/14 (LUNCH ONLY)					
# of Claims		3	Vendor Payment Total	160.00	
ADRIAN EVANS					
343346	010 - 505800 -		100.00	150542	MANUAL
# of Claims		1	Vendor Payment Total	100.00	
ADVANCED DISPOSALSERVICES GULF COAST LLC					
344073	411 - 626700 -		485.90	151263	MANUAL
344240	815 - 620900 -		77.50	151429	MANUAL
344241	815 - 620900 -		76.25	151430	MANUAL
344242	825 - 620900 -		2,292.90	151431	MANUAL
# of Claims		4	Vendor Payment Total	2,932.55	
AGRO DISTRIBUTION LLC					
343550	411 - 610700 -		95.44	150742	176168
4-D FERTILIZER					
343550	411 - 610700 -		65.30	150742	176168
DESTINY HERBICIDE					
343550	411 - 610700 -		723.34	150742	176168
DRIVE XLR8 HERBICIDE					
343550	411 - 610700 -		2,159.99	150742	176168
MONUMENT HERBICIDE FOR SPORTSPLEX MAINTENANCE DEPT					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
343550	411 - 610700 -		301.39	150742	176168
MSMA FUNGICIDE					
343550	411 - 610700 -		979.54	150742	176168
TRIPLE CROWN PESTICIDE					
# of Claims			6	Vendor Payment Total	4,325.00
AIRGAS SOUTH INC					
343265	290 - 610700 -		36.23	150461	171977
6000 PSI AIR CYLINDERS HYDROTESTED PER NATIONAL FIRE PROTECTION ASSOCIATION CODE 1989					
343705	290 - 626700 -		135.00	150896	MANUAL
344212	435 - 626700 -		45.00	151402	MANUAL
344213	435 - 626700 -		63.00	151403	MANUAL
344235	411 - 626700 -		172.50	151424	MANUAL
# of Claims			5	Vendor Payment Total	451.73
ALL SAFE TECHNOLOGIES LLC					
343552	411 - 612200 -		242.61	150744	176234
SERVICE CALL TO CHECK AND REPAIR ALARM AT ORANGE GROVE CENTER DUCT DETECTOR					
# of Claims			1	Vendor Payment Total	242.61
ALL SIGNS INC					
343309	445 - 610700 -		600.00	150505	176222
NO TRESPASSING AND MARINA RULES SIGNS FOR HARBOR SIGNS ARE 1/8" PVC PLASTIC					
343310	445 - 610700 -		280.00	150506	176222
NO TRESPASSING AND MARINA RULES SIGNS FOR HARBOR SIGNS ARE 1/8" PVC PLASTIC					
343527	445 - 610700 -		155.17	150720	176222
BARKSDALE PAVILION SIGNS					
343527	445 - 610700 -		144.83	150720	176222
NO TRESPASSING AND MARINA RULES SIGNS FOR HARBOR SIGNS ARE 1/8" PVC PLASTIC					
343549	411 - 610700 -		400.00	150741	176321
24X36 CHLOROPLAST SIGNS NO FIREWORKS ALLOWED IN THE PARK FOR JONES PARK					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
343851	411 - 611000 -		565.00	151042	175627
19TH STREET PARK SIGN					
343851	411 - 611000 -		565.00	151042	175627
GASTON POINT PARK SIGN -48 X 96 INCH BLUE 1/4 INCH THICK ALUMILITE WITH WHITE CUT VINYL HP AND SCREEN PRINTED CITY SEAL WITH WHITE EDGE CAP DOUBLE SIDED SIGN					
343852	345 - 640100 - 02410		565.00	151043	175793
48 X 96 1/4 INCH ALUMINITE SIGN FOR ORANGE GROVE CENTER DBL SIDED					
# of Claims		8	Vendor Payment Total	3,275.00	
ALLISTONS					
343525	411 - 613100 -		35.47	150718	176393
2X-5X SIZES					
343525	411 - 613100 -		24.96	150718	176393
8121212RT TROPHY					
343525	411 - 613100 -		58.24	150718	176393
912PL PLAQUE					
343525	411 - 613100 -		81.33	150718	176393
SAMLL -XLARGE TEE SHIRTS FOR MENS/ WOMAND BASKETBALL PROGRAM					
343526	411 - 613100 -		49.78	150719	176393
2X-5X SIZES					
343526	411 - 613100 -		35.04	150719	176393
8121212RT TROPHY					
343526	411 - 613100 -		81.76	150719	176393
912PL PLAQUE					
343526	411 - 613100 -		114.17	150719	176393
SAMLL -XLARGE TEE SHIRTS FOR MENS/ WOMAND BASKETBALL PROGRAM					
# of Claims		8	Vendor Payment Total	480.75	
ALTON L MCCAFFREY					
344081	825 - 616100 -		85.47	151271	173548
SEWERLINE SUPPLIES					
344082	825 - 616100 -		124.71	151272	173548
SEWERLINE SUPPLIES					
344083	825 - 616100 -		125.52	151273	173548
SEWERLINE SUPPLIES					
344084	815 - 616700 -		189.43	151274	173548
BLANKET PO FOR WATERLINE LINES FROM FEBRUARY - MARCH 2014.					
344085	815 - 616700 -		288.30	151275	173548

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
BLANKET PO FOR WATERLINE LINES FROM FEBRUARY - MARCH 2014.					
344120	825 - 615800 -		468.00	151310	176235
COMBINATION LOCKS FOR LIFT STATION					
	# of Claims	6	Vendor Payment Total	1,281.43	
AMERICAN MUNICIPAL SERVICES					
343861	010 - 480700 -		78.64	151052	176329
COLLECTION FEES FOR MAY INVOICE #20252					
	# of Claims	1	Vendor Payment Total	78.64	
ANTHONY LAWRENCE					
343469	010 - 505800 -		100.00	150663	MANUAL
	# of Claims	1	Vendor Payment Total	100.00	
APRIL G MARTIN					
344036	010 - 210601 -		662.25	151226	MANUAL
	# of Claims	1	Vendor Payment Total	662.25	
ASHLEY MARIE SMITH					
344035	010 - 210601 -		233.00	151225	MANUAL
	# of Claims	1	Vendor Payment Total	233.00	
ASSOCIATED ADJUSTERS INC					
344028	915 - 624100 -		4,332.26	151218	176447
FOURTH QUARTER FEES FOR THIRD PARTY BILLING FOR 2013-2014, DATED MAY 2, 2014 (ADMINISTRATIVE SERVICES - CASUALTY).					
	# of Claims	1	Vendor Payment Total	4,332.26	
AUTO ZONE INC					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
343426	335 - 611300 -		-69.67	150620	175852
343427	335 - 611300 -		21.83	150621	175852
BLANKET PURCHASE ORDER FOR JUNE 2014					
343428	335 - 611300 -		50.39	150622	175852
BLANKET PURCHASE ORDER FOR JUNE 2014					
343429	335 - 611300 -		25.00	150623	175852
BLANKET PURCHASE ORDER FOR JUNE 2014					
343430	335 - 611300 -		26.67	150624	175852
BLANKET PURCHASE ORDER FOR JUNE 2014					
343431	335 - 611300 -		25.00	150625	175852
BLANKET PURCHASE ORDER FOR JUNE 2014					
343432	335 - 611300 -		16.19	150626	175852
BLANKET PURCHASE ORDER FOR JUNE 2014					
343433	335 - 611300 -		38.39	150627	175852
BLANKET PURCHASE ORDER FOR JUNE 2014					
343434	335 - 611300 -		6.64	150628	175852
BLANKET PURCHASE ORDER FOR JUNE 2014					
343435	335 - 611300 -		20.00	150629	175852
BLANKET PURCHASE ORDER FOR JUNE 2014					
343436	335 - 611300 -		126.47	150630	175852
BLANKET PURCHASE ORDER FOR JUNE 2014					
343437	335 - 611300 -		68.60	150631	175852
BLANKET PURCHASE ORDER FOR JUNE 2014					
343438	335 - 611300 -		64.46	150632	175852
BLANKET PURCHASE ORDER FOR JUNE 2014					
343439	335 - 611300 -		12.48	150633	175852
BLANKET PURCHASE ORDER FOR JUNE 2014					
343440	335 - 611300 -		24.64	150634	175852
BLANKET PURCHASE ORDER FOR JUNE 2014					
343441	335 - 611300 -		30.35	150635	175852
BLANKET PURCHASE ORDER FOR JUNE 2014					
343442	335 - 611300 -		20.00	150636	175852
BLANKET PURCHASE ORDER FOR JUNE 2014					
343443	335 - 611300 -		104.87	150637	175852
BLANKET PURCHASE ORDER FOR JUNE 2014					
343444	335 - 611300 -		22.07	150638	175852
BLANKET PURCHASE ORDER FOR JUNE 2014					
343498	213 - 611300 -		25.00	150692	175457
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
343499	213 - 611300 -		9.39	150693	175457
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
343500	213 - 611300 -		33.94	150694	175457
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
343501	213 - 611300 -		-33.94	150695	175457
343502	213 - 611300 -		9.49	150696	175457
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
343503	213 - 611300 -		11.95	150697	175457
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
343504	213 - 611300 -		23.03	150698	175457
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
343505	213 - 611300 -		41.27	150699	175457
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
343506	213 - 611300 -		89.58	150700	175457
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
343507	213 - 611300 -		109.94	150701	175457
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
343508	213 - 611300 -		6.07	150702	175457
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
343509	213 - 611300 -		439.98	150703	175457
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
343510	213 - 611300 -		72.88	150704	175457
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
343511	213 - 611300 -		47.88	150705	175457
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
343512	213 - 611300 -		9.94	150706	175457
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
343842	335 - 610700 -		319.96	151033	176286
FREON CYLINDERS R134A P/N 3030 SHOP USE					
344218	290 - 611300 -		38.78	151408	174773
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR FIRE DEPARTMENT VEHICLES					
344219	290 - 611300 -		33.94	151409	174773
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR FIRE DEPARTMENT VEHICLES					
344220	290 - 611300 -		383.99	151410	174773
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR FIRE DEPARTMENT VEHICLES					
344221	290 - 611300 -		269.99	151411	174773

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
		BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR FIRE DEPARTMENT VEHICLES			
344222	290 - 611300 -		56.49	151412	174773
		BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR FIRE DEPARTMENT VEHICLES			
344223	290 - 611300 -		22.26	151413	174773
		BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR FIRE DEPARTMENT VEHICLES			
344224	290 - 611300 -		29.68	151414	174773
		BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR FIRE DEPARTMENT VEHICLES			
344225	290 - 611300 -		100.65	151415	174773
		BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR FIRE DEPARTMENT VEHICLES			
344226	290 - 611300 -		9.52	151416	174773
		BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR FIRE DEPARTMENT VEHICLES			
344227	290 - 611300 -		37.79	151417	174773
		BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR FIRE DEPARTMENT VEHICLES			
344228	290 - 611300 -		45.07	151418	174773
		BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR FIRE DEPARTMENT VEHICLES			
344229	290 - 611300 -		45.07	151419	174773
		BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR FIRE DEPARTMENT VEHICLES			
344230	290 - 611300 -		89.41	151420	174773
		BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR FIRE DEPARTMENT VEHICLES			
344231	290 - 611300 -		-267.29	151421	174773
344232	290 - 611300 -		267.29	151422	174773
		BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR FIRE DEPARTMENT VEHICLES			
344233	290 - 611300 -		-26.09	151423	174773
		# of Claims	51	Vendor Payment Total	2,987.29
AUTOMATION PERSONNEL SERVICES, INC.					
343454	213 - 620900 -		21.90	150648	176298
		GILDERSLEEVE, LATAIRA JANITOR WEEK ENDING 6/15/2014 INVOICE #402947			
343454	135 - 620900 -		260.59	150648	176298

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
MADDEN, LISHA N (UTILITY BILLING) WEEK ENDING 6/22/14 INVOICE #402944 (40HRS); WHITFIELD, BETHANY (LEGAL) WEEK ENDING 6/22/14 INVOICE #402944 (39HRS) 5/14 INVOICE #398847 (40HRS)					
343454	811 - 620900 -		267.27	150648	176298
MADDEN, LISHA N (UTILITY BILLING) WEEK ENDING 6/22/14 INVOICE #402944 (40HRS); WHITFIELD, BETHANY (LEGAL) WEEK ENDING 6/22/14 INVOICE #402944 (39HRS) 5/14 INVOICE #398847 (40HRS)					
343454	811 - 620900 -		25.05	150648	176298
OVERTIME FOR LISHA N MADDEN INVOICE #402944					
343454	815 - 620900 -		120.27	150648	176298
OVERTIME RICHARD TURNBOUGH WEEK ENDING 6/22/14					
343454	815 - 620900 -		400.90	150648	176298
TEMPORARY WORKER RICHARD TURNBOUGH WEEK ENDING 06/22/14 (40 HOURS) INVOICE #402945					
343454	411 - 620900 -		62.52	150648	176298
TEMPORARY WORKERS MARIA HESTER WEEK ENDING 6/22/14 (11.42 HRS) INVOICE #402946					
343455	213 - 620900 -		2.48	150649	176298
GILDERSLEEVE, LATAIRA JANITOR WEEK ENDING 6/15/2014 INVOICE #402947					
343455	135 - 620900 -		29.46	150649	176298
MADDEN, LISHA N (UTILITY BILLING) WEEK ENDING 6/22/14 INVOICE #402944 (40HRS); WHITFIELD, BETHANY (LEGAL) WEEK ENDING 6/22/14 INVOICE #402944 (39HRS) 5/14 INVOICE #398847 (40HRS)					
343455	811 - 620900 -		30.22	150649	176298
MADDEN, LISHA N (UTILITY BILLING) WEEK ENDING 6/22/14 INVOICE #402944 (40HRS); WHITFIELD, BETHANY (LEGAL) WEEK ENDING 6/22/14 INVOICE #402944 (39HRS) 5/14 INVOICE #398847 (40HRS)					
343455	811 - 620900 -		2.83	150649	176298
OVERTIME FOR LISHA N MADDEN INVOICE #402944					
343455	815 - 620900 -		13.60	150649	176298
OVERTIME RICHARD TURNBOUGH WEEK ENDING 6/22/14					
343455	815 - 620900 -		45.33	150649	176298
TEMPORARY WORKER RICHARD TURNBOUGH WEEK ENDING 06/22/14 (40 HOURS) INVOICE #402945					
343455	411 - 620900 -		7.07	150649	176298
TEMPORARY WORKERS MARIA HESTER WEEK ENDING 6/22/14 (11.42 HRS) INVOICE #402946					
343456	213 - 620900 -		0.87	150650	176298
GILDERSLEEVE, LATAIRA JANITOR WEEK ENDING 6/15/2014 INVOICE #402947					
343456	135 - 620900 -		10.32	150650	176298
MADDEN, LISHA N (UTILITY BILLING) WEEK ENDING 6/22/14 INVOICE #402944 (40HRS); WHITFIELD, BETHANY (LEGAL) WEEK ENDING 6/22/14 INVOICE #402944 (39HRS) 5/14 INVOICE #398847 (40HRS)					
343456	811 - 620900 -		10.58	150650	176298

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
MADDEN, LISHA N (UTILITY BILLING) WEEK ENDING 6/22/14 INVOICE #402944 (40HRS); WHITFIELD, BETHANY (LEGAL) WEEK ENDING 6/22/14 INVOICE #402944 (39HRS) 5/14 INVOICE #398847 (40HRS)					
343456	811 - 620900 -		0.99	150650	176298
OVERTIME FOR LISHA N MADDEN INVOICE #402944					
343456	815 - 620900 -		4.76	150650	176298
OVERTIME RICHARD TURNBOUGH WEEK ENDING 6/22/14					
343456	815 - 620900 -		15.88	150650	176298
TEMPORARY WORKER RICHARD TURNBOUGH WEEK ENDING 06/22/14 (40 HOURS) INVOICE #402945					
343456	411 - 620900 -		2.48	150650	176298
TEMPORARY WORKERS MARIA HESTER WEEK ENDING 6/22/14 (11.42 HRS) INVOICE #402946					
343457	213 - 620900 -		20.64	150651	176298
GILDERSLEEVE, LATAIRA JANITOR WEEK ENDING 6/15/2014 INVOICE #402947					
343457	135 - 620900 -		245.63	150651	176298
MADDEN, LISHA N (UTILITY BILLING) WEEK ENDING 6/22/14 INVOICE #402944 (40HRS); WHITFIELD, BETHANY (LEGAL) WEEK ENDING 6/22/14 INVOICE #402944 (39HRS) 5/14 INVOICE #398847 (40HRS)					
343457	811 - 620900 -		251.93	150651	176298
MADDEN, LISHA N (UTILITY BILLING) WEEK ENDING 6/22/14 INVOICE #402944 (40HRS); WHITFIELD, BETHANY (LEGAL) WEEK ENDING 6/22/14 INVOICE #402944 (39HRS) 5/14 INVOICE #398847 (40HRS)					
343457	811 - 620900 -		23.61	150651	176298
OVERTIME FOR LISHA N MADDEN INVOICE #402944					
343457	815 - 620900 -		113.37	150651	176298
OVERTIME RICHARD TURNBOUGH WEEK ENDING 6/22/14					
343457	815 - 620900 -		377.89	150651	176298
TEMPORARY WORKER RICHARD TURNBOUGH WEEK ENDING 06/22/14 (40 HOURS) INVOICE #402945					
343457	411 - 620900 -		58.93	150651	176298
TEMPORARY WORKERS MARIA HESTER WEEK ENDING 6/22/14 (11.42 HRS) INVOICE #402946					
343786	411 - 620900 -		165.56	150977	176407
HOURS FOR LABORERES -DEPT. LEISURE SERVICES; WEEK ENDING 06-29-14; B.FREDERIC; J.HANDS; A.PARRILLA; C.PETERS; D.VARVEL; P.WILLIAMS					
343786	135 - 620900 -		210.37	150977	176407
MADDEN, LISHA N (UTILITY BILLING) WEEK ENDING 6/29/14 INVOICE #404084 (40HRS); WHITFIELD, BETHANY (LEGAL) WEEK ENDING 6/29/14 INVOICE #40484 (40HRS) 5/14 INVOICE #398847 (40HRS) 5					
343786	811 - 620900 -		210.37	150977	176407
MADDEN, LISHA N (UTILITY BILLING) WEEK ENDING 6/29/14 INVOICE #404084 (40HRS); WHITFIELD, BETHANY (LEGAL) WEEK ENDING 6/29/14 INVOICE #40484 (40HRS) 5/14 INVOICE #398847 (40HRS) 5					
343786	213 - 620900 -		31.56	150977	176407

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
		OVERTIME FOR MADDEN, LISHA N (UTILITY BILLING) WEEK ENDING 6/29/14 INVOICE #404084 (4 HRS);			
343786	411 - 620900 -		56.21	150977	176407
		TEMPORARY WORKER LABORER RICHARD TURNBOUGH OVERTIME FOR WEEK ENDING 6/29/14 INVOICE #404856			
343786	815 - 620900 -		315.56	150977	176407
		TEMPORARY WORKER RICHARD TURNBOUGH-LABORER WEEK ENDING 06/29/14 (40 HOURS) INVOICE #44085			
343787	411 - 620900 -		201.40	150978	176407
		HOURS FOR LABORERES -DEPT. LEISURE SERVICES; WEEK ENDING 06-29-14; B.FREDERIC; J.HANDS; A.PARRILLA; C.PETERS; D.VARVEL; P.WILLIAMS			
343787	135 - 620900 -		255.95	150978	176407
		MADDEN, LISHA N (UTILITY BILLING) WEEK ENDING 6/29/14 INVOICE #404084 (40HRS); WHITFIELD, BETHANY (LEGAL) WEEK ENDING 6/29/14 INVOICE #40484 (40HRS) 5/14 INVOICE #398847 (40HRS) 5			
343787	811 - 620900 -		255.95	150978	176407
		MADDEN, LISHA N (UTILITY BILLING) WEEK ENDING 6/29/14 INVOICE #404084 (40HRS); WHITFIELD, BETHANY (LEGAL) WEEK ENDING 6/29/14 INVOICE #40484 (40HRS) 5/14 INVOICE #398847 (40HRS) 5			
343787	213 - 620900 -		38.39	150978	176407
		OVERTIME FOR MADDEN, LISHA N (UTILITY BILLING) WEEK ENDING 6/29/14 INVOICE #404084 (4 HRS);			
343787	411 - 620900 -		68.39	150978	176407
		TEMPORARY WORKER LABORER RICHARD TURNBOUGH OVERTIME FOR WEEK ENDING 6/29/14 INVOICE #404856			
343787	815 - 620900 -		383.92	150978	176407
		TEMPORARY WORKER RICHARD TURNBOUGH-LABORER WEEK ENDING 06/29/14 (40 HOURS) INVOICE #44085			
343788	411 - 620900 -		73.72	150979	176407
		HOURS FOR LABORERES -DEPT. LEISURE SERVICES; WEEK ENDING 06-29-14; B.FREDERIC; J.HANDS; A.PARRILLA; C.PETERS; D.VARVEL; P.WILLIAMS			
343788	135 - 620900 -		93.68	150979	176407
		MADDEN, LISHA N (UTILITY BILLING) WEEK ENDING 6/29/14 INVOICE #404084 (40HRS); WHITFIELD, BETHANY (LEGAL) WEEK ENDING 6/29/14 INVOICE #40484 (40HRS) 5/14 INVOICE #398847 (40HRS) 5			
343788	811 - 620900 -		93.68	150979	176407
		MADDEN, LISHA N (UTILITY BILLING) WEEK ENDING 6/29/14 INVOICE #404084 (40HRS); WHITFIELD, BETHANY (LEGAL) WEEK ENDING 6/29/14 INVOICE #40484 (40HRS) 5/14 INVOICE #398847 (40HRS) 5			
343788	213 - 620900 -		14.05	150979	176407
		OVERTIME FOR MADDEN, LISHA N (UTILITY BILLING) WEEK ENDING 6/29/14 INVOICE #404084 (4 HRS);			
343788	411 - 620900 -		25.03	150979	176407
		TEMPORARY WORKER LABORER RICHARD TURNBOUGH OVERTIME FOR WEEK ENDING 6/29/14 INVOICE #404856			

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
343788	815 - 620900 -		140.52	150979	176407
TEMPORARY WORKER RICHARD TURNBOUGH-LABORER WEEK ENDING 06/29/14 (40 HOURS)					
INVOICE #44085					
		# of Claims	46	Vendor Payment Total	5,061.68
AWARDS UNLIMITED					
343320	290 - 610700 -		15.00	150516	173460
BLANKET PO, NOT FOR MAJOR PROJECT					
343321	290 - 610700 -		12.00	150517	173460
BLANKET PO, NOT FOR MAJOR PROJECT					
343812	213 - 610400 -		180.00	151003	175411
ITEM #DS20, NAME PLATE FOR LIEUTENANTS AND SERGEANTS ASSIGNED TO THE					
ADMINISTRATIVE STAFF					
		# of Claims	3	Vendor Payment Total	207.00
BANCORP SOUTH BANK					
343735	290 - 626900 -		683.00	150926	176434
AIR FARE CHARGES FOR G.GRIFFIN TO ATTEND FRI 2014 FIRE-RESCUE INTERNATIONAL					
CONFERENCE IN DALLAS, TX; 08-14-14 THRU 08-16-14					
343735	111 - 626900 -		317.00	150926	176434
AIR FARE CHARGES TO DALLAS, TX FOR MAYOR HEWES; 06-29-14					
343735	155 - 621900 -		29.95	150926	176434
BOOK FEE FOR HUMAN RESOURCES - PERSONNEL TESTING IN THE PUBLIC SAFETY					
INDUSTRY					
343735	145 - 621900 -		480.00	150926	176434
FEE FOR CAFR SUBMISSION TO GFAO					
343735	213 - 626900 -		1,202.32	150926	176434
HOTEL ROOM CHARGES FOR C.PARRISH; T.PAYNE; D.WILDER; B.CLARK TO ATTEND CRISIS					
INTERVENTION TEAM - LEO TRAINING PROGRAM IN MERIDIAN, MS; 06-01-14 THRU 06-06-14					
343735	213 - 626900 -		271.41	150926	176434
HOTEL ROOM CHARGES FOR C.CANGEMI WHILE ATTENDING SPY THE LIE - GET THE TRUTH					
IN PEARL, MS; 06-23-14 THRU 06-26-14					
343735	213 - 626900 -		144.78	150926	176434
HOTEL ROOM CHARGES FOR F.MAZZOLA TO ATTEND CYBER COP 101 - DATA RECOVERY					
AND REQUISITION IN TUNICA,MS; 06-01-14 THRU 06-04-14					
343735	213 - 626900 -		655.40	150926	176434
HOTEL ROOM CHARGES FOR J.KENZIOREK TO ATTEND PALM PRINT COMPARISON					
TECHNIQUES TRAINING IN NASHVILLE, TN; 06-08-2014 THRU 06-12-2014					
343735	213 - 626900 -		857.67	150926	176434

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
HOTEL ROOM CHARGES FOR POLICE OFFICERS WHILE ATTENDING FIELD TRAINING OFFICER TRAINING IN JACKSONVILLE, FL; 06-15-14 THRU 06-21-14 (1 @ \$77.97 AND 2 @ 389.85)					
343735	213 - 626900 -		720.00	150926	176434
HOTEL ROOMCHARGES FOR POLICE OFFICERS TO ATTEND 13TH ANNUAL NATIONAL LAW FIT CHALLENGE IN OLIVE BRANCH, MS; 06-19-14 THRU 06-22-14 (2 @ \$245.25 AND 1 @ \$229.50)					
343735	825 - 615800 -		69.99	150926	176434
MOULTRIE A-5 GAMING CAMERA					
343735	825 - 615800 -		519.96	150926	176434
MOULTRIE M-550 INFREARED DIGITAL GAME CAMERA TO ASSIST IN THEFT PREVENTION AND IDENTIFICATION AT LIFTS STATIONS					
343735	145 - 622300 -		213.13	150926	176434
REGISTRATION AND BOOK FEE FOR H.CITTA TO ATTEND THE ADMIN ASSISTANTS CONFERENCE IN HATTIESBURG, MS; 08-05-2014					
343735	213 - 622300 -		1,590.00	150926	176434
REGISTRATION FEE FOR G.LOTT AND G.BENTZ TO ATTEND FIELD TRAINING OFFICER IN JACKSONVILLE, FL; 06-15-14 THRU 06-21-14					
343735	213 - 622300 -		400.00	150926	176434
REGISTRATION FEE FOR J.KENZIOREK TO ATTEND PALM PRINT COMPARISON TECHNIQUES TRAINING IN NASHVILLE,TN; 06-08-14 THRU 06-12-14					
343735	290 - 622300 -		3,000.00	150926	176434
REGISTRATION FEE FOR M.BEYERSTEDT; H.LEVINS; G.GRIFFIN; K.PAYNE; I.BARNA AND F.SKINNER TO ATTEND INTERNATIONAL ASSOCIATION OF FIRE CHIEFS IN DALLAS, TX; 08-12-14 THRU 08-16-14					
343735	213 - 622300 -		350.00	150926	176434
REGISTRATION FEES FOR C.CANGEMI TO ATTEND SPY THE LIE - GET THE TRUTH IN PEARL, MS; 06-23-14 THRU 06-26-14					
343735	290 - 622300 -		1,276.00	150926	176434
REGISTRATION FEES FOR K.LUNDY TO ATTEND 2014 FIREHOUSE SOFTWARE TRAINING EVENT IN NEW ORLEANS,LA; 09-23-14 THRU 09-26-14					
343735	621 - 626900 -		590.00	150926	176434
REGISTRATION FEES FOR L.BRADLEY AND D.PARKER TO ATTEND MDEC IN BILOXI, MS; 07-08-14 THRU 07-10-14					
343735	111 - 621900 -		325.00	150926	176434
REGISTRATION FEES FOR MAYOR HEWES TO ATTEND 2014 MML IN BILOXI, MS					
343735	115 - 626900 -		210.00	150926	176434
REGISTRATION FOR ELLA HOLMES-HINES TO ATTEND MML IN BILOXI, MS; 2014					
343735	213 - 622300 -		295.00	150926	176434
REGISTRATION FOR J.NECAISE TO ATTEND MANAGING THE PROPERTY AND EVIDENCE ROOM IN SLIDELL, LA; 06-24-14 THRU 06-25-14					
343735	290 - 610700 -		239.52	150926	176434
TOOLBOXES PURCHASED BY FIRE DEPARTMENT NOT AVAILABLE ONLINE					
343735	825 - 615800 -		139.96	150926	176434

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
WILDGAME INNOVATION BLADE 4.0MP GAME CAMERA FOR THE LIFT STATIONS TO AID IN THEFT PREVENTION AND IDENTIFICATION					
	# of Claims	24	Vendor Payment Total	14,580.09	
BANCORPSOUTH CASH MANAGEMENT DIV.					
343533	915 - 624200 -		100.84	150727	176394
MONTHLY BANK CHARGES FOR MAY 1, 2014 THRU MAY 31, 2014					
343533	911 - 624200 -		163.76	150727	176394
MONTHLY BANK CHARGES FOR MAY 1, 2014 THRU MAY 31, 2014					
343533	445 - 624200 -		586.13	150727	176394
MONTHLY BANK CHARGES FOR MAY 1, 2014 THRU MAY 31, 2014					
343533	145 - 624200 -		1,016.21	150727	176394
MONTHLY BANK CHARGES FOR MAY 1, 2014 THRU MAY 31, 2014					
343533	811 - 624200 -		3,800.06	150727	176394
MONTHLY BANK CHARGES FOR MAY 1, 2014 THRU MAY 31, 2014					
	# of Claims	5	Vendor Payment Total	5,667.00	
BANCORPSOUTH EQUIPMENT FINANCE					
343354	815 - 630300 -		1,526.75	150550	171891
2-13 MONTHLY LEASE PAYMENT SFOR JOHN DEERE 310SK RUBBER TIRED BACKHOE AS APPROVED BY CITY COUNCIL ON 04-02-2013; CONTRACT #002-0070760-001					
343692	825 - 630300 -		3,901.46	150883	176420
PAYMENT #7 OF MONTHLY LEASE AGREEMENT FOR TAIL SWING CRAWLER EXCAVATOR; CONTRACT #002-0070760-002; COUNCIL APPROVAL ON 5/22/13.					
	# of Claims	2	Vendor Payment Total	5,428.21	
BARNES HEATING & AIR INC					
343828	345 - 640100 - 02476		1,671.89	151019	176062
FUJITSU 15K BUT 21.5 SEER HEAT PUMPS FOR FIRE STATION 10 HOSE/SMALL EQUIPMENT STORAGE ROOM; FIREFIGHTER WILL FURNISH LABOR TO INSTALL					
343828	290 - 610700 -		2,444.11	151019	176062
FUJITSU 15K BUT 21.5 SEER HEAT PUMPS FOR FIRE STATION 10 HOSE/SMALL EQUIPMENT STORAGE ROOM; FIREFIGHTER WILL FURNISH LABOR TO INSTALL					
	# of Claims	2	Vendor Payment Total	4,116.00	
BARNEYS POLICE SUPPLIES					

Vendor	Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
	Item Description					
	343819	290 - 612500 -		85.99	151010	176251
	CONVC8688-8M WORK BOOTS FOR FIRE PREVENTION INSPECTOR JOHNSON					
		# of Claims	1	Vendor Payment Total	85.99	
BAY ICE CO INC						
	343280	445 - 614110 -		96.50	150476	176004
	OPEN P/O FOR ICE FOR RESALE AT THE HARBOR					
	343333	445 - 614110 -		160.50	150529	176004
	OPEN P/O FOR ICE FOR RESALE AT THE HARBOR					
	343492	445 - 614110 -		284.00	150686	176004
	OPEN P/O FOR ICE FOR RESALE AT THE HARBOR					
	343493	445 - 614110 -		136.00	150687	176004
	OPEN P/O FOR ICE FOR RESALE AT THE HARBOR					
	343494	445 - 614110 -		60.00	150688	176004
	OPEN P/O FOR ICE FOR RESALE AT THE HARBOR					
	343684	445 - 614110 -		327.50	150875	176004
	OPEN P/O FOR ICE FOR RESALE AT THE HARBOR					
		# of Claims	6	Vendor Payment Total	1,064.50	
BAYOU CONCRETE, LLC						
	343275	311 - 614500 -		437.50	150471	176194
	BLANKET PO FOR 3000 PSI CONCRETE WITH FIBER TO BE USED AS NEEDED DURING THE MONTHS OF JUNE THROUGH JULY					
	343276	311 - 614500 -		647.50	150472	176194
	BLANKET PO FOR 3000 PSI CONCRETE WITH FIBER TO BE USED AS NEEDED DURING THE MONTHS OF JUNE THROUGH JULY					
	343277	311 - 614500 -		939.75	150473	176194
	BLANKET PO FOR 3000 PSI CONCRETE WITH FIBER TO BE USED AS NEEDED DURING THE MONTHS OF JUNE THROUGH JULY					
	343719	345 - 640100 - 02477		40.00	150910	176087
	11128123 FIBER					
	343719	345 - 640100 - 02477		5.00	150910	176087
	11128124 FIBER					
	343719	345 - 640100 - 02477		886.50	150910	176087
	4000PSI CONCRETE FOR STATION 6 REPAIR					
	343728	345 - 640100 - 02477		1,872.00	150919	174700
	YARDS OF 3,000 PSI CONCRETE FOR FIRE STATION 3 TRAINING PAD					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
	# of Claims	7	Vendor Payment Total	4,828.25	
BLUETARP FINANCIAL INC.					
343603	430 - 610700 -		169.99	150795	174940
168049 SHOP VAC 16 GALLON					
343603	430 - 610700 -		71.97	150795	174940
168070 SHOP VAC 10 GAL 4 HP					
343603	430 - 610700 -		19.87	150795	174940
40244 TIE DOWN STRAPS					
	# of Claims	3	Vendor Payment Total	261.83	
BONDS SERVICES, INC					
343453	411 - 610100 -		165.75	150647	176296
JANITORIAL SERVICES FOR JUNE FOR HARDY BUILDING-JOSEPH T JONES BLDG-FITNESS					
CENTER-CITY HALL-RECORDS-MUNICIPAL COURT-PUBLIC WORKS					
343453	811 - 610100 -		331.50	150647	176296
JANITORIAL SERVICES FOR JUNE FOR HARDY BUILDING-JOSEPH T JONES BLDG-FITNESS					
CENTER-CITY HALL-RECORDS-MUNICIPAL COURT-PUBLIC WORKS					
343453	611 - 610100 -		643.50	150647	176296
JANITORIAL SERVICES FOR JUNE FOR HARDY BUILDING-JOSEPH T JONES BLDG-FITNESS					
CENTER-CITY HALL-RECORDS-MUNICIPAL COURT-PUBLIC WORKS					
343453	825 - 610100 -		736.73	150647	176296
JANITORIAL SERVICES FOR JUNE FOR HARDY BUILDING-JOSEPH T JONES BLDG-FITNESS					
CENTER-CITY HALL-RECORDS-MUNICIPAL COURT-PUBLIC WORKS					
343453	825 - 620900 -		763.27	150647	176296
JANITORIAL SERVICES FOR JUNE FOR HARDY BUILDING-JOSEPH T JONES BLDG-FITNESS					
CENTER-CITY HALL-RECORDS-MUNICIPAL COURT-PUBLIC WORKS					
343453	125 - 610100 -		1,215.00	150647	176296
JANITORIAL SERVICES FOR JUNE FOR HARDY BUILDING-JOSEPH T JONES BLDG-FITNESS					
CENTER-CITY HALL-RECORDS-MUNICIPAL COURT-PUBLIC WORKS					
343453	145 - 610100 -		2,047.50	150647	176296
JANITORIAL SERVICES FOR JUNE FOR HARDY BUILDING-JOSEPH T JONES BLDG-FITNESS					
CENTER-CITY HALL-RECORDS-MUNICIPAL COURT-PUBLIC WORKS					
343558	411 - 610100 -		1,450.00	150750	176079
STRIP AND WAX FLOORS AT ORANGE GROVE CENTER 5 COATS OF SEALER/ WAX					
	# of Claims	8	Vendor Payment Total	7,353.25	
BRANDON CLARK					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
343363	213 - 626900 -		96.00	150559	175649
FOOD ALLOWANCE WHILE ATTENDING CRISIS INTERVENTION TEAM-LAW ENFORCEMENT OFFICER TRAINING IN MERIDIAN, MS 06/02;04;05/14 (BREAKFAST PROVIDED)					
343363	213 - 626900 -		42.00	150559	175649
FOOD ALLOWANCE WHILE ATTENDING CRISIS INTERVENTION TEAM-LAW ENFORCEMENT OFFICER TRAINING IN MERIDIAN, MS 06/03;06/14 (BREAKFAST PROVIDED)					
# of Claims			2	Vendor Payment Total	138.00
BRIAN MCDONALD					
343839	815 - 610700 -		283.22	151030	176095
REPAIR TO CHOP SAW (TS400) SER #164111185 ITEM #183 W					
343839	815 - 610700 -		174.29	151030	176095
REPAIR TO PACKER WACKER (WP1550AW) SER #30034263 ITEM #160 S/D					
# of Claims			2	Vendor Payment Total	457.51
BROWN MITCHELL & ALEXANDER					
343731	345 - 640100 - 02341		2,450.00	150922	161622
AMENDS CONTRACT TO SUCH TIME THAT THE PROJECT IS SUCCESSFULLY COMPLETED TO THE SATISFACTION OF THE LAP (CITY OF GULFPORT) AS PER CITY COUNCIL APPROVAL 04-08-2014					
343781	357 - 640100 - 02503		15,463.27	150976	176257
PAY APPLICATION #6 FOR CE&I - MDOT PROJECT NO. STP-0200-00 (018) LPA/105169-701000, PHASE II. CITY COUNCIL APPROVED 01-03-2012					
# of Claims			2	Vendor Payment Total	17,913.27
BRUNOS NORTHSHORE INVESTMENTS LLC					
343489	213 - 611300 -		182.22	150683	174527
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
# of Claims			1	Vendor Payment Total	182.22
BRUSHAWN BROWN					
343347	010 - 505800 -		100.00	150543	MANUAL
# of Claims			1	Vendor Payment Total	100.00

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
BUTCH OUSTALET INC					
343323	290 - 611300 -		598.00	150519	176145
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR FIRE DEPARTMENT VEHICLES					
343384	335 - 611300 -		-399.32	150580	175765
343385	335 - 611300 -		36.60	150581	175765
BLANKET PURCHASE ORDER FOR JUNE 2014					
343386	335 - 611300 -		26.38	150582	175765
BLANKET PURCHASE ORDER FOR JUNE 2014					
343387	335 - 611300 -		41.06	150583	175765
BLANKET PURCHASE ORDER FOR JUNE 2014					
343388	335 - 611300 -		66.51	150584	175765
BLANKET PURCHASE ORDER FOR JUNE 2014					
343389	335 - 611300 -		107.36	150585	175765
BLANKET PURCHASE ORDER FOR JUNE 2014					
343390	335 - 611300 -		404.13	150586	175765
BLANKET PURCHASE ORDER FOR JUNE 2014					
343391	335 - 611300 -		423.98	150587	175765
BLANKET PURCHASE ORDER FOR JUNE 2014					
343392	335 - 611300 -		404.13	150588	175765
BLANKET PURCHASE ORDER FOR JUNE 2014					
343393	335 - 611300 -		8.02	150589	175765
BLANKET PURCHASE ORDER FOR JUNE 2014					
343394	335 - 611300 -		35.46	150590	175765
BLANKET PURCHASE ORDER FOR JUNE 2014					
343395	335 - 611300 -		11.78	150591	175765
BLANKET PURCHASE ORDER FOR JUNE 2014					
343396	335 - 611300 -		54.22	150592	175765
BLANKET PURCHASE ORDER FOR JUNE 2014					
343397	335 - 611300 -		38.10	150593	175765
BLANKET PURCHASE ORDER FOR JUNE 2014					
343484	213 - 611300 -		84.13	150678	176033
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES BEGINNING					
343485	213 - 611300 -		85.00	150679	176033
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES BEGINNING					
343486	213 - 611300 -		84.13	150680	176033
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES BEGINNING					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
343487	213 - 611300 -		751.48	150681	176033
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES BEGINNING					
343488	213 - 611300 -		141.00	150682	176033
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES BEGINNING					
343846	335 - 611300 -		1.23	151037	176206
CLAMP P/N 517212 ID# 2538					
343846	335 - 611300 -		6.62	151037	176206
CONNECTOR GASKET P/N EG24842 ID# 2538					
343846	335 - 611300 -		22.24	151037	176206
DIST CAP P/N C194 ID# 2538					
343846	335 - 611300 -		10.06	151037	176206
INJECTORS P/N PM-5 ID# 2538					
343846	335 - 611300 -		951.12	151037	176206
LABOR TO INSTALL PARTS ID# 2538					
343846	335 - 611300 -		262.31	151037	176206
PCM P/N 78-5851 ID# 2538					
343846	335 - 611300 -		86.34	151037	176206
PLUG WIRES P/N ASF-32C-C ID# 2538					
343846	335 - 611300 -		7.31	151037	176206
ROTOR P/N D214P ID# 2538					
343846	335 - 611300 -		58.59	151037	176206
SHOP SUPPLIES ID# 2538					
343846	335 - 611300 -		137.48	151037	176206
SHOP SUPPLIES / FEES ID# 2538					
343846	335 - 611300 -		29.07	151037	176206
STARTER SOLENOID P/N E9TZ-11450-B ID# 2538					
# of Claims		31	Vendor Payment Total	4,574.52	
CABLE ONE					
343991	435 - 620900 -		70.00	151181	MANUAL
344007	411 - 620900 -		63.00	151197	MANUAL
# of Claims		2	Vendor Payment Total	133.00	
CANT BE BEAT FENCE CO LLC					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
343853	213 - 614900 -		1,120.00	151044	175915
FURNISH AND INSTALL CHAIN LINK GATE, (8) GATES X 3' WIDE					
# of Claims		1	Vendor Payment Total	1,120.00	
CAROLYN CARSON-COLLINS					
343521	145 - 626900 -		63.00	150714	176425
DINNER MEALS WHILE ATTENDING EEOC SEMINAR IN JACKSON, MS; 07-21-14 THRU 07-23-14					
# of Claims		1	Vendor Payment Total	63.00	
CELLCO PARTNERSHIP					
343990	213 - 626001 -		1,560.49	151180	MANUAL
# of Claims		1	Vendor Payment Total	1,560.49	
CELLULAR SOUTH, INC					
344217	135 - 626001 -		12.56	151407	MANUAL
344217	511 - 626001 - 05200		12.56	151407	MANUAL
344217	437 - 626001 -		27.71	151407	MANUAL
344217	111 - 626001 -		37.90	151407	MANUAL
344217	125 - 626001 -		66.34	151407	MANUAL
344217	445 - 626001 -		66.34	151407	MANUAL
344217	815 - 626001 -		73.19	151407	MANUAL
344217	313 - 626001 -		75.80	151407	MANUAL
344217	811 - 626001 -		76.12	151407	MANUAL
344217	825 - 626001 -		89.78	151407	MANUAL
344217	435 - 626001 -		118.57	151407	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
344217	325 - 626001 -		154.13	151407	MANUAL
344217	315 - 626001 -		194.67	151407	MANUAL
344217	621 - 626001 -		195.98	151407	MANUAL
344217	315 - 626001 -		263.34	151407	MANUAL
344217	290 - 626001 -		280.33	151407	MANUAL
344217	411 - 626001 -		294.13	151407	MANUAL
344217	430 - 626001 -		308.35	151407	MANUAL
344217	611 - 626001 -		335.24	151407	MANUAL
344217	311 - 626001 -		468.09	151407	MANUAL
344217	145 - 626001 -		720.10	151407	MANUAL
344217	213 - 626001 -		732.70	151407	MANUAL
# of Claims			22	Vendor Payment Total	4,603.93
CENTERPOINT ENERGY RESOURCES CORP					
344164	411 - 626004 - 41135		15.67	151354	MANUAL
344164	435 - 626004 -		20.93	151354	MANUAL
344164	411 - 626004 - 41134		22.09	151354	MANUAL
344164	145 - 626004 -		30.78	151354	MANUAL
344164	411 - 626004 -		30.78	151354	MANUAL
344164	213 - 626004 -		31.34	151354	MANUAL
344164	290 - 626004 -		156.00	151354	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
344236	290 - 626004 -		15.67	151425	MANUAL
344237	411 - 626004 - 41130		45.39	151426	MANUAL

of Claims

9

Vendor Payment Total

368.65

CENTRAL PIPE & SUPPLY CO

343357	815 - 616700 -		64.37	150553	176106
ELBOW, 22 DEG, 8", MJ CAST IRON					
8157013					
343357	815 - 616700 -		204.00	150553	176106
ELBOW, 45 DEG, 8", MJ CAST IRON					
8157017					
343357	815 - 616700 -		182.00	150553	176106
TEE, 12" X 8", MJ, CAST IRON FOR ARROWHEAD DRIVE PROJECT 8103010 -BID GROUP J1					
343357	815 - 616700 -		288.30	150553	176106
TEE, 8" X 6", MJ, CAST IRON					
8157059					
343357	815 - 616700 -		115.00	150553	176106
TEE, 8" X 8", MJ CAST IRON					
8157033					
343358	815 - 616700 -		412.00	150554	176092
PVC PRESSURE PIPE C-900 6" FOR THE ARROWHEAD DRIVE PROJECT - BID GROUP J1					
343358	815 - 616700 -		14,280.00	150554	176092
PVC PRESSURE PIPE C-900 8"					
343840	825 - 615800 -		90.51	151031	175738
10" BLANK FLANGE FOR WEST NORTH GULFPORT L/STATION					
343840	825 - 615800 -		18.96	151031	175738
2" PLUGE ITEM #361450					
343840	825 - 615800 -		140.89	151031	175738
2" X 36" S/S NIPPLE FOR AIR VALVES AT RIVER RD					
343840	825 - 615800 -		85.39	151031	175738
6" X 2" TAPPED FLANGE ITEM #96850					
343840	825 - 615800 -		327.89	151031	175738
8" X 10" DI FLANGE CONC REDUCER FOR WEST NORTH GULFPORT L/STATION					
343840	825 - 615800 -		105.88	151031	175738
8" X 2" TAPPED FLANGE FOR AIR VALVES AT L/STATION ITEM #97050					
343840	825 - 615800 -		194.68	151031	175738
8' X 6' FLANGE REDUCER ITEM #85250					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
343841	825 - 615800 -		15.49	151032	175738
10" BLANK FLANGE FOR WEST NORTH GULFPORT L/STATION					
343841	825 - 615800 -		3.24	151032	175738
2" PLUGE ITEM #361450					
343841	825 - 615800 -		24.11	151032	175738
2" X 36" S/S NIPPLE FOR AIR VALVES AT RIVER RD					
343841	825 - 615800 -		14.61	151032	175738
6" X 2" TAPPED FLANGE ITEM #96850					
343841	825 - 615800 -		56.11	151032	175738
8" X 10" DI FLANGE CONC REDUCER FOR WEST NORTH GULFPORT L/STATION					
343841	825 - 615800 -		18.12	151032	175738
8" X 2" TAPPED FLANGE FOR AIR VALVES AT L/STATION ITEM #97050					
343841	825 - 615800 -		33.32	151032	175738
8' X 6' FLANGE REDUCER ITEM #85250					
# of Claims			21	Vendor Payment Total	16,674.87
CENTRAL TIME CLOCK INC					
343742	445 - 610700 -		1,195.00	150934	176254
PROXIPEN KIT GUARD SYSTEM VERIFICATION FOR HARBOR					
# of Claims			1	Vendor Payment Total	1,195.00
CHAD WAYNE WILBORN					
344039	010 - 210601 -		437.25	151229	MANUAL
# of Claims			1	Vendor Payment Total	437.25
CHAMPION CHRYSLER DODGE					
343471	213 - 611300 -		337.60	150665	175300
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
343472	213 - 611300 -		178.96	150666	175300
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
343473	213 - 611300 -		319.20	150667	175300
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
343474	213 - 611300 -		93.60	150668	175300
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
343475	213 - 611300 -		12.40	150669	175300

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
	# of Claims	5	Vendor Payment Total	941.76	
CHANCELLOR SUPPLY, INC					
343350	815 - 616400 -		2.88	150546	173549
BLANKET PO FOR WATERLINE SUPPLIES FEBRUARY-MARCH 2014					
343351	815 - 616400 -		36.04	150547	173549
BLANKET PO FOR WATERLINE SUPPLIES FEBRUARY-MARCH 2014					
343352	815 - 616400 -		4.77	150548	173549
BLANKET PO FOR WATERLINE SUPPLIES FEBRUARY-MARCH 2014					
343751	815 - 616400 -		1,557.00	150943	176151
CABLES, SPECIAL LOAD TEST TO REPLACE WORN CABLES ON ID 18793 LOAD BANK UNIT FOR TESTING GENERATOR CAPACITY AND PERFORMANCE					
343751	825 - 615800 -		1,557.00	150943	176151
CABLES, SPECIAL LOAD TEST TO REPLACE WORN CABLES ON ID 18793 LOAD BANK UNIT FOR TESTING GENERATOR CAPACITY AND PERFORMANCE					
	# of Claims	5	Vendor Payment Total	3,157.69	
CHIEF SUPPLY CORP					
343791	213 - 611300 -		2,488.19	150982	174157
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
	# of Claims	1	Vendor Payment Total	2,488.19	
CHRIS PARRISH					
343362	213 - 626900 -		96.00	150558	175647
FOOD ALLOWANCE WHILE ATTENDING CRISIS INTERVENTION TEAM-LAW ENFORCEMENT OFFICER TRAINING IN MERIDIAN, MS 06/02;04;05/14 (BREAKFAST PROVIDED)					
343362	213 - 626900 -		42.00	150558	175647
FOOD ALLOWANCE WHILE ATTENDING CRISIS INTERVENTION TEAM-LAW ENFORCEMENT OFFICER TRAINING IN MERIDIAN, MS 06/03;06/14 (BREAKFAST PROVIDED)					
	# of Claims	2	Vendor Payment Total	138.00	
CINTAS CORP #240					
343606	437 - 612500 -		65.37	150840	MANUAL
343607	411 - 612500 -		77.34	150847	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
343609	411 - 612500 -		77.34	150861	MANUAL
343673	437 - 612500 -		65.37	150864	MANUAL
343674	430 - 612500 -		107.62	150865	MANUAL
343676	213 - 626700 -		88.81	150867	MANUAL
343677	213 - 626700 -		129.81	150868	MANUAL
343678	411 - 612500 -		62.22	150869	MANUAL
343679	411 - 612500 -		54.50	150870	MANUAL
343680	411 - 612500 -		17.47	150871	MANUAL
343687	411 - 612500 -		17.47	150878	MANUAL
343688	411 - 612500 -		17.47	150879	MANUAL
343698	811 - 612500 -		21.50	150889	MANUAL
343723	411 - 612500 -		54.50	150914	MANUAL
343724	430 - 612500 -		107.62	150915	MANUAL
343725	437 - 612500 -		65.37	150916	MANUAL
343752	335 - 612500 -		23.76	150944	176188
RENTAL, SHOP TOWELS ITEM 2160					
343752	335 - 612500 -		21.50	150944	176188
RENTAL, UNIFORMS 5 EMPLOYEES 3 WEEKS EACH					
343752	335 - 612500 -		5.08	150944	176188
RENTAL, UNIFORMS, 1 EMPLOYEE 3 WEEKS					
343752	335 - 627900 -		10.95	150944	176188
SERVICE CHARGE (FOR ALL CITY ACCOUNTS)					
343753	335 - 612500 -		23.76	150945	176188
RENTAL, SHOP TOWELS ITEM 2160					
343753	335 - 612500 -		21.50	150945	176188

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
RENTAL, UNIFORMS 5 EMPLOYEES 3 WEEKS EACH					
343753	335 - 612500 -		5.08	150945	176188
RENTAL, UNIFORMS, 1 EMPLOYEE 3 WEEKS					
343753	335 - 627900 -		10.95	150945	176188
SERVICE CHARGE (FOR ALL CITY ACCOUNTS)					
343754	335 - 612500 -		23.76	150946	176188
RENTAL, SHOP TOWELS ITEM 2160					
343754	335 - 612500 -		21.50	150946	176188
RENTAL, UNIFORMS 5 EMPLOYEES 3 WEEKS EACH					
343754	335 - 612500 -		5.08	150946	176188
RENTAL, UNIFORMS, 1 EMPLOYEE 3 WEEKS					
343754	335 - 627900 -		10.95	150946	176188
SERVICE CHARGE (FOR ALL CITY ACCOUNTS)					
343838	815 - 612500 -		52.99	151029	175660
ITEM #60862 MEDIUM HIGH VISIBILITY JACKET -ANSI CLASS3; LEFT CHEST WITH GULFPORT LOGO					
344008	811 - 612500 -		21.50	151198	MANUAL
344086	411 - 612500 -		62.22	151276	MANUAL
344094	815 - 610700 -		300.00	151284	176100
OPERATIONAL RAGS FOR RESTOCK					
344094	825 - 610700 -		300.00	151284	176100
OPERATIONAL RAGS FOR RESTOCK					
# of Claims			33	Vendor Payment Total	1,950.36
CINTAS CORPORATION NO 2					
343566	411 - 610700 -		199.00	150758	175920
4 SHELF FIRST AID KIT FOR JONES BLDG CONTAINS SEE ATTACHED LIST FOR CONTENTS					
343566	411 - 610700 -		5.54	150758	175920
SERVICE CHARGE					
# of Claims			2	Vendor Payment Total	204.54
CITY OF GULFPORT					
343534	621 - 629310 -		20.00	150730	MANUAL
343534	415 - 629310 -		100.00	150730	MANUAL

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Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
343534	425 - 629310 -		111.00	150730	MANUAL
343534	435 - 629310 -		255.00	150730	MANUAL
343534	825 - 629310 -		377.00	150730	MANUAL
343534	445 - 629310 -		513.00	150730	MANUAL
343534	135 - 629310 -		558.00	150730	MANUAL
343534	335 - 629310 -		691.00	150730	MANUAL
343534	437 - 629310 -		702.00	150730	MANUAL
343534	315 - 629310 -		1,154.00	150730	MANUAL
343534	111 - 629310 -		1,228.00	150730	MANUAL
343534	811 - 629310 -		1,257.00	150730	MANUAL
343534	815 - 629310 -		1,301.00	150730	MANUAL
343534	430 - 629310 -		1,323.00	150730	MANUAL
343534	125 - 629310 -		1,417.00	150730	MANUAL
343534	311 - 629310 -		1,622.00	150730	MANUAL
343534	611 - 629310 -		1,838.00	150730	MANUAL
343534	115 - 629310 -		3,221.00	150730	MANUAL
343534	145 - 629310 -		3,492.00	150730	MANUAL
343534	411 - 629310 -		4,395.00	150730	MANUAL
343534	313 - 629310 -		4,988.00	150730	MANUAL
343534	290 - 629310 -		10,676.00	150730	MANUAL

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Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
343534	325 - 629310 -		17,425.00	150730	MANUAL
343534	213 - 629310 -		64,081.00	150730	MANUAL
343865	630 - 217400 -		701.60	151056	176324
DISBURSEMENT OF FORFEITED FUNDS FOR DURAN DOUGLAS ECKFORD (14-010622)					
344047	415 - 602700 -		102.00	151237	MANUAL
344047	111 - 602700 -		203.00	151237	MANUAL
344047	825 - 602700 -		204.00	151237	MANUAL
344047	425 - 602700 -		220.00	151237	MANUAL
344047	435 - 602700 -		306.00	151237	MANUAL
344047	135 - 602700 -		519.00	151237	MANUAL
344047	313 - 602700 -		526.00	151237	MANUAL
344047	311 - 602700 -		665.00	151237	MANUAL
344047	437 - 602700 -		815.00	151237	MANUAL
344047	445 - 602700 -		815.00	151237	MANUAL
344047	115 - 602700 -		816.00	151237	MANUAL
344047	511 - 602700 - 05200		979.00	151237	MANUAL
344047	315 - 602700 -		1,593.00	151237	MANUAL
344047	611 - 602700 -		1,667.00	151237	MANUAL
344047	811 - 602700 -		1,835.00	151237	MANUAL
344047	125 - 602700 -		2,004.00	151237	MANUAL
344047	430 - 602700 -		2,068.00	151237	MANUAL

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Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
344047	325 - 602700 -		2,556.00	151237	MANUAL
344047	515 - 602700 - 72100		2,699.00	151237	MANUAL
344047	145 - 602700 -		3,545.00	151237	MANUAL
344047	335 - 602700 -		4,990.00	151237	MANUAL
344047	411 - 602700 -		7,082.00	151237	MANUAL
344047	290 - 602700 -		22,622.00	151237	MANUAL
344047	213 - 602700 -		142,485.00	151237	MANUAL
344058	415 - 629305 -		51.00	151248	MANUAL
344058	435 - 629305 -		309.00	151248	MANUAL
344058	430 - 629305 -		387.00	151248	MANUAL
344058	111 - 629305 -		697.00	151248	MANUAL
344058	135 - 629305 -		713.00	151248	MANUAL
344058	313 - 629305 -		767.00	151248	MANUAL
344058	325 - 629305 -		1,057.00	151248	MANUAL
344058	811 - 629305 -		1,361.00	151248	MANUAL
344058	115 - 629305 -		1,393.00	151248	MANUAL
344058	611 - 629305 -		2,263.00	151248	MANUAL
344058	425 - 629305 -		2,301.00	151248	MANUAL
344058	315 - 629305 -		2,313.00	151248	MANUAL
344058	335 - 629305 -		2,321.00	151248	MANUAL

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Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
344058	445 - 629305 -		3,698.00	151248	MANUAL
344058	825 - 629305 -		4,191.00	151248	MANUAL
344058	145 - 629305 -		5,785.00	151248	MANUAL
344058	815 - 629305 -		6,285.00	151248	MANUAL
344058	311 - 629305 -		7,870.00	151248	MANUAL
344058	125 - 629305 -		12,574.00	151248	MANUAL
344058	290 - 629305 -		26,707.00	151248	MANUAL
344058	213 - 629305 -		40,559.00	151248	MANUAL
344058	411 - 629305 -		66,641.00	151248	MANUAL
344180	145 - 626003 -		32.30	151370	MANUAL
344180	411 - 626003 - 41131		106.40	151370	MANUAL
344180	411 - 626003 - 41140		139.56	151370	MANUAL
344180	213 - 626003 -		148.46	151370	MANUAL
344180	425 - 626003 -		154.46	151370	MANUAL
344180	445 - 626003 -		229.00	151370	MANUAL
344180	411 - 626003 - 41130		241.56	151370	MANUAL
344180	290 - 626003 -		288.42	151370	MANUAL
344180	411 - 626003 -		6,601.21	151370	MANUAL
344216	825 - 626003 -		53.90	151406	MANUAL
344216	811 - 626003 -		67.58	151406	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
344216	411 - 626003 - 41134		91.65	151406	MANUAL
344216	411 - 626003 - 41143		135.16	151406	MANUAL
344216	435 - 626003 -		139.55	151406	MANUAL
344216	430 - 626003 -		154.31	151406	MANUAL
344216	125 - 626003 -		229.35	151406	MANUAL
344216	411 - 626003 - 41135		316.63	151406	MANUAL
344216	145 - 626003 -		491.51	151406	MANUAL
344216	213 - 626003 -		554.45	151406	MANUAL
344216	290 - 626003 -		636.83	151406	MANUAL
344216	411 - 626003 -		859.93	151406	MANUAL
# of Claims			92	Vendor Payment Total	526,677.82

CLAUDIA SANCHEZ

344171	010 - 505800 -		100.00	151361	MANUAL
# of Claims			1	Vendor Payment Total	100.00

CLAYS PRINT SHOP INC

343814	125 - 626500 -		90.00	151005	175749
DAILY CASH REPORTS (3550-4050); 500/PACK					
343814	125 - 626500 -		658.00	151005	175749
NOTICE TO APPEAR FORMS; 2PT NCR (10,000)					
# of Claims			2	Vendor Payment Total	748.00

COAST ELECTRIC POWER ASSOC

344189	825 - 626002 -		298.24	151379	MANUAL
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Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
344189	290 - 626002 -		620.76	151379	MANUAL
344189	815 - 626002 -		8,197.85	151379	MANUAL
344189	325 - 625100 -		26,476.22	151379	MANUAL
# of Claims			4	Vendor Payment Total	35,593.07
COAST TRANSIT AUTHORITY					
344021	175 - 627705 -		13,683.75	151211	176444
INCREASE IN FY 2014 LOCAL SUBSIDY AS PER AMENDED APPROVED BUDGET FOURTH QUARTER. COUNCIL APPROVAL 12/10/13.					
344021	175 - 627705 -		68,750.00	151211	176444
TRANSPORTATION SERVICES SUPPORT -FOURTH QUARTER PER FY 2014 BUDGET FOR TRANSPORTATION SERVICES PER BUDGET APPROVAL BY COUNCIL ON SEPT 10, 2013					
# of Claims			2	Vendor Payment Total	82,433.75
COASTAL DUST CONTROL					
343604	411 - 626700 -		35.12	150804	MANUAL
343672	411 - 626700 -		87.14	150863	MANUAL
343686	411 - 626700 -		37.90	150877	MANUAL
343689	435 - 626700 -		10.30	150880	MANUAL
343699	411 - 626700 -		6.18	150890	MANUAL
343701	425 - 626700 -		33.95	150892	MANUAL
343702	411 - 626700 -		31.93	150893	MANUAL
343703	411 - 626700 -		31.93	150894	MANUAL
343707	411 - 626700 -		45.42	150898	MANUAL
343722	213 - 621700 -		12.12	150913	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
343730	145 - 610100 -		25.27	150921	MANUAL
344002	213 - 621700 -		12.12	151192	MANUAL
344003	213 - 621700 -		12.12	151193	MANUAL
344009	125 - 621700 -		24.24	151199	MANUAL
344010	125 - 621700 -		24.24	151200	MANUAL
344011	125 - 621700 -		24.24	151201	MANUAL
344014	125 - 621700 -		24.24	151204	MANUAL
344048	411 - 626700 -		36.05	151238	MANUAL
344049	411 - 626700 -		36.05	151239	MANUAL
344050	311 - 620900 -		31.80	151240	MANUAL
344050	825 - 620900 -		31.80	151240	MANUAL
344074	311 - 620900 -		31.80	151264	MANUAL
344074	825 - 620900 -		31.80	151264	MANUAL
344076	311 - 620900 -		31.80	151266	MANUAL
344076	825 - 620900 -		31.80	151266	MANUAL
344077	311 - 620900 -		31.80	151267	MANUAL
344077	825 - 620900 -		31.80	151267	MANUAL
344078	411 - 626700 -		35.12	151268	MANUAL
344089	411 - 626700 -		76.84	151279	MANUAL
344096	411 - 626700 -		141.68	151286	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
344097	411 - 626700 -		31.93	151287	MANUAL
344098	411 - 626700 -		141.68	151288	MANUAL
# of Claims		32	Vendor Payment Total	1,232.21	
COMPETITION MARINA					
343523	445 - 611300 -		490.59	150716	175925
ESTIMATE TO CLEAN AND PURGE MOTOR ON HAVOR BOAT THAT SANK ESTIMATE BASED ON PRICE PAID LAST YEAR WHEN THE BOAT SANK ALSO					
343523	445 - 620900 -		981.19	150716	175925
ESTIMATE TO CLEAN AND PURGE MOTOR ON HAVOR BOAT THAT SANK ESTIMATE BASED ON PRICE PAID LAST YEAR WHEN THE BOAT SANK ALSO					
# of Claims		2	Vendor Payment Total	1,471.78	
CONSULTING PSYCHOLOGICAL RESOURCES					
343330	213 - 627900 -		2,800.00	150526	175522
BLANKET PO FOR PSYCHOLOGICAL TESTING OF NEW EMPLOYEES					
# of Claims		1	Vendor Payment Total	2,800.00	
CONVERGINT TECHNOLOGIES, LLC					
343779	213 - 621700 -		13.69	150970	175145
3045-W - PANIC SWITCH W/ERMINALS, SPST SCREW TERMINAL					
343779	213 - 621700 -		74.85	150970	175145
DS160 - PIR EXIT SENSOR,LT GRAY W/SOUND					
343779	213 - 621700 -		444.78	150970	175145
HES-1006A - DOOR STRIKE WITH FACE PLATE					
343779	213 - 621700 -		2,023.18	150970	175145
INSTALLATION CHARGES					
343779	213 - 621700 -		391.79	150970	175145
MISCELLANEOUSMATERIALS,JUNCTION BOXES,WIRING LABELS,PANEL LABES,CONSUMABLES, TOOLS REQUIRED TO FACILITATE INSTALLATION.					
# of Claims		5	Vendor Payment Total	2,948.29	
CORNETT BOLT & SCREW, INC					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
343272	213 - 611300 -		165.72	150468	174546
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
343273	213 - 611300 -		4.72	150469	174546
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
343380	335 - 611300 -		16.00	150576	175257
BLANKET PURCHASE ORDER FOR MAY 2014					
343381	335 - 611300 -		84.15	150577	175257
BLANKET PURCHASE ORDER FOR MAY 2014					
343382	335 - 611300 -		87.52	150578	175257
BLANKET PURCHASE ORDER FOR MAY 2014					
# of Claims		5	Vendor Payment Total	358.11	
COVINGTON SALES & SERVICE INC					
343399	335 - 611300 -		-140.00	150594	175770
343400	335 - 611300 -		155.90	150595	175770
BLANKET PURCHASE ORDER FOR JUNE 2014					
343401	335 - 611300 -		160.84	150596	175770
BLANKET PURCHASE ORDER FOR JUNE 2014					
343402	335 - 611300 -		457.30	150597	175770
BLANKET PURCHASE ORDER FOR JUNE 2014					
343403	335 - 611300 -		285.10	150598	175770
BLANKET PURCHASE ORDER FOR JUNE 2014					
343404	335 - 611300 -		140.63	150599	175770
BLANKET PURCHASE ORDER FOR JUNE 2014					
343405	335 - 611300 -		202.21	150600	175770
BLANKET PURCHASE ORDER FOR JUNE 2014					
343406	335 - 611300 -		239.80	150601	175770
BLANKET PURCHASE ORDER FOR JUNE 2014					
343407	335 - 611300 -		87.20	150602	175770
BLANKET PURCHASE ORDER FOR JUNE 2014					
343408	335 - 611300 -		112.16	150603	175770
BLANKET PURCHASE ORDER FOR JUNE 2014					
# of Claims		10	Vendor Payment Total	1,701.14	
CRYSTAL EDWARDS & VIOLA EDWARDS					
343344	010 - 505800 -		100.00	150540	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
	# of Claims	1	Vendor Payment Total	100.00	
CUMMINS MID SOUTH, LLC					
343866 290 - 611300 -			3,353.05	151057	175256
ESTIMATED DIAGNOSTIC SERVICE FOR ENGINE 6 GENERATOR PROBLEMS WITH LABOR AT \$125.00 PER HOUR; PARTS AND LABOR WILL BE BROKEN DOWN ON INVOICE THROUGH THE PD/FD MAINTENANCE FACILITY					
	# of Claims	1	Vendor Payment Total	3,353.05	
DAIMLER INVESTMENTS US CORPORATION					
343355 825 - 630300 -			2,625.33	150551	171357
FY 2014 - PAYMENTS NO. 2 THRU 13 OF 48 LEASE PAYMENTS FOR TANDEM AXLE DUMP TRUCK-2014 FREIGHTLINER, 114SD, AS APPROVED BY CITY COUNCIL ON 04-02-2013.					
	# of Claims	1	Vendor Payment Total	2,625.33	
DAVE'S SALES & SERVICE INC					
343849 411 - 612200 -			1,271.77	151040	176171
PUMP ASSY P/N APS41-GR ID# 25717					
	# of Claims	1	Vendor Payment Total	1,271.77	
DAVID TOWERY					
343556 411 - 612200 -			89.04	150748	175268
BUCKET TRUCK					
343556 411 - 612200 -			133.56	150748	175268
MAN HOURS ASST ELECT					
343556 411 - 612200 -			240.40	150748	175268
MAN HOURS TO REPAIR LIGHTS ON POLE AT POOL AND ON SIDE OF BLDG AT FRANCIS X COLLINS POOL					
343560 411 - 620900 -			450.00	150752	175916
SERVICE CALL TO REPLACE FOUR LIGHT BULBS AT GOLDING PARK PARKING LOT					
	# of Claims	4	Vendor Payment Total	913.00	
DAVID WILDER					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
343364	213 - 626900 -		96.00	150560	175671
FOOD ALLOWANCE WHILE ATTENDING CRISIS INTERVENTION TEAM-LAW ENFORCEMENT OFFICER TRAINING IN MERIDIAN, MS 06/02;04;05/14 (BREAKFAST PROVIDED)					
343364	213 - 626900 -		42.00	150560	175671
FOOD ALLOWANCE WHILE ATTENDING CRISIS INTERVENTION TEAM-LAW ENFORCEMENT OFFICER TRAINING IN MERIDIAN, MS 06/03;06/14 (BREAKFAST PROVIDED)					
# of Claims		2	Vendor Payment Total	138.00	
DAVISON FUELS INC.					
343557	445 - 614100 -		9,254.00	150749	176247
DIESEL FUEL FOR HARBOR RESALE COUNCIL APPROVAL 5/22/12 PRICE IS ONE CENTER LOWER THAN FUEL CONTRACT PRICE					
343559	445 - 614100 -		6,910.00	150751	176219
DIESEL FUEL FOR HARBOR RESALE PRICE IS ONE CENT LOWER THEN FUEL CONTRACT PRICE COUNCIL APPROVED 5/22/12					
343567	445 - 614100 -		3,476.28	150759	176268
DIESEL FUEL					
343567	445 - 614100 -		2,717.32	150759	176268
UNLEADED FUEL FOR HARBOR RESALE PRICE IS ONE CENT LESS THAN FUEL CONTRACT PRICE COUNCIL APPROVAL 5/22/12					
343568	445 - 614100 -		4,447.22	150760	176268
DIESEL FUEL					
343568	445 - 614100 -		3,476.28	150760	176268
UNLEADED FUEL FOR HARBOR RESALE PRICE IS ONE CENT LESS THAN FUEL CONTRACT PRICE COUNCIL APPROVAL 5/22/12					
# of Claims		6	Vendor Payment Total	30,281.10	
DEANS TOWING & RECOVERY INC					
343844	335 - 611300 -		65.00	151035	176300
TOW VEHICLE TO SHOP ID# 2558					
# of Claims		1	Vendor Payment Total	65.00	
DELTA SANITATION OF MS LLC					
344099	445 - 620900 -		777.63	151289	MANUAL
344100	411 - 626700 -		387.96	151290	MANUAL
344101	425 - 626700 -		193.98	151291	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
344102	411 - 626700 -		290.00	151292	MANUAL
344141	411 - 626700 -		193.98	151331	MANUAL
344142	437 - 620900 -		193.98	151332	MANUAL
344143	445 - 620900 -		290.00	151333	MANUAL
344144	445 - 620900 -		290.00	151334	MANUAL
344162	411 - 626700 -		193.98	151352	MANUAL
344163	411 - 626700 -		193.98	151353	MANUAL
344179	411 - 626700 -		193.98	151369	MANUAL
344197	411 - 626700 -		193.98	151387	MANUAL
344198	411 - 626700 -		220.00	151388	MANUAL
344199	411 - 626700 -		193.98	151389	MANUAL
344201	411 - 626700 -		193.98	151391	MANUAL
344202	435 - 626700 -		193.98	151392	MANUAL
344203	411 - 626700 -		295.00	151393	MANUAL
# of Claims			17	Vendor Payment Total	4,490.39
DIANNE HOPKINS					
344205	010 - 422900 -		75.00	151395	MANUAL
# of Claims			1	Vendor Payment Total	75.00
DIBS CHEMICAL & SUPPLY CO					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
343497	430 - 610100 -		50.00	150691	176283
104312-IDP 4.5OZ CUPS FOR TRUCK CREW WATER COOLERS					
344133	430 - 610100 -		50.00	151323	176283
104312-IDP 4.5OZ CUPS FOR TRUCK CREW WATER COOLERS					
# of Claims			2	Vendor Payment Total	100.00
DMS MAIL MANAGEMENT, INC.					
343460	125 - 620900 -		45.70	150654	176299
POSTAGE FOR THE MAONTH OF					
343460	125 - 620900 -		101.57	150654	176299
PRINT MAIL FOR 5/5/14 INVOICE #201463086-1572 (\$68.55); INVOICE #201464830-1572 (\$144.90); INVOICE #201464905-1572 (\$42.09); INVOICE #201465006-1572 (\$71.82).					
343461	125 - 620900 -		21.27	150655	176299
POSTAGE FOR THE MAONTH OF					
343461	125 - 620900 -		47.28	150655	176299
PRINT MAIL FOR 5/5/14 INVOICE #201463086-1572 (\$68.55); INVOICE #201464830-1572 (\$144.90); INVOICE #201464905-1572 (\$42.09); INVOICE #201465006-1572 (\$71.82).					
343462	125 - 620900 -		44.96	150656	176299
POSTAGE FOR THE MAONTH OF					
343462	125 - 620900 -		99.94	150656	176299
PRINT MAIL FOR 5/5/14 INVOICE #201463086-1572 (\$68.55); INVOICE #201464830-1572 (\$144.90); INVOICE #201464905-1572 (\$42.09); INVOICE #201465006-1572 (\$71.82).					
343463	125 - 620900 -		13.06	150657	176299
POSTAGE FOR THE MAONTH OF					
343463	125 - 620900 -		29.03	150657	176299
PRINT MAIL FOR 5/5/14 INVOICE #201463086-1572 (\$68.55); INVOICE #201464830-1572 (\$144.90); INVOICE #201464905-1572 (\$42.09); INVOICE #201465006-1572 (\$71.82).					
343464	125 - 620900 -		22.28	150658	176299
POSTAGE FOR THE MAONTH OF					
343464	125 - 620900 -		49.54	150658	176299
PRINT MAIL FOR 5/5/14 INVOICE #201463086-1572 (\$68.55); INVOICE #201464830-1572 (\$144.90); INVOICE #201464905-1572 (\$42.09); INVOICE #201465006-1572 (\$71.82).					
343570	811 - 625700 -		1,624.18	150762	176396
POSTAGE FOR OPTECH INC-DEPT 811 FOR JUNE 2014					
INVOICE #20143505-537					
343575	145 - 625700 -		490.02	150767	176361
INVOICE #20143507-541 FOR GENERAL FINANCE #1 FOR THE MONTH OF JUNE					
343575	145 - 625700 -		46.97	150767	176361
INVOICE #20143509-554 HARDY BUILDING MAIL SERVICE FOR THE MONTH OF JUNE					
343576	145 - 625700 -		46.97	150768	176361
INVOICE #20143507-541 FOR GENERAL FINANCE #1 FOR THE MONTH OF JUNE					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
343576	145 - 625700 -		4.50	150768	176361
INVOICE #20143509-554 HARDY BUILDING MAIL SERVICE FOR THE MONTH OF JUNE					
343726	213 - 625700 -		259.71	150917	MANUAL
# of Claims			16	Vendor Payment Total	2,946.98
DONALD PIERSON					
344204	010 - 422900 -		75.00	151394	MANUAL
# of Claims			1	Vendor Payment Total	75.00
DOZIER MEDIA GROUP, LLC					
343545	445 - 626100 -		317.50	150737	176218
FULL PAGE AD IN WATERWAY GUIDE FOR HARBOR COUNCIL APPROVED 1/18/12					
343545	445 - 626100 -		905.00	150737	176218
MARINA CLOSEUP					
343545	445 - 626100 -		325.00	150737	176218
WEB SKYSCRAPER					
# of Claims			3	Vendor Payment Total	1,547.50
DS WATERS OF AMERICA INC					
344022	435 - 627900 -		131.97	151212	MANUAL
# of Claims			1	Vendor Payment Total	131.97
DUKES DUKES KEATING & FANCA ATTY					
344104	135 - 620900 -		59.64	151294	176409
REPRODUCTION COSTS FOR CAREER DAY AT NORTH GULFPORT.					
344104	135 - 620900 -		791.64	151294	176409
FEE INCURRED PURSUANT TO CONTRACT WITH CITY OF GULFPORT TO PERFORM SERVICES AS GENERAL COUNSEL, STATEMENT NO. 102354, DATED MAY 23, 2014, SERVICES RENDERED MAY, 1-14, 2014, COUNCIL APPROVED OCTOBER 22, 2013.					
344104	135 - 620900 -		791.64	151294	176409
FEE INCURRED PURSUANT TO CONTRACT WITH CITY OF GULFPORT TO PERFORM SERVICES AS GENERAL COUNSEL, STATEMENT NO. 102354, DATED MAY 23, 2014, SERVICES RENDERED MAY, 15-31, 2014, COUNCIL APPROVED OCTOBER 22, 2013.					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
344104	135 - 620900 -	FEE INCURRED PURSUANT TO CONTRACT WITH CITY OF GULFPORT TO PERFORM SERVICES AS GENERAL COUNSEL, STATEMENT NO. 103545, DATED MAY JULY 9, 2014, SERVICES RENDERED JUNE 1-14, 2014, COUNCIL APPROVED OCTOBER 22, 201	791.64	151294	176409
344104	135 - 620900 -	FEE INCURRED PURSUANT TO CONTRACT WITH CITY OF GULFPORT TO PERFORM SERVICES AS GENERAL COUNSEL, STATEMENT NO. 103545, DATED MAY JULY 9, 2014, SERVICES RENDERED JUNE 14-30, 2014, COUNCIL APPROVED OCTOBER 22, 20	791.64	151294	176409
344105	135 - 620900 -	REPRODUCTION COSTS FOR CAREER DAY AT NORTH GULFPORT.	55.46	151295	176409
344105	135 - 620900 -	FEE INCURRED PURSUANT TO CONTRACT WITH CITY OF GULFPORT TO PERFORM SERVICES AS GENERAL COUNSEL, STATEMENT NO. 102354, DATED MAY 23, 2014, SERVICES RENDERED MAY, 1-14, 2014, COUNCIL APPROVED OCTOBER 22, 2013.	736.14	151295	176409
344105	135 - 620900 -	FEE INCURRED PURSUANT TO CONTRACT WITH CITY OF GULFPORT TO PERFORM SERVICES AS GENERAL COUNSEL, STATEMENT NO. 102354, DATED MAY 23, 2014, SERVICES RENDERED MAY, 15-31, 2014, COUNCIL APPROVED OCTOBER 22, 2013.	736.14	151295	176409
344105	135 - 620900 -	FEE INCURRED PURSUANT TO CONTRACT WITH CITY OF GULFPORT TO PERFORM SERVICES AS GENERAL COUNSEL, STATEMENT NO. 103545, DATED MAY JULY 9, 2014, SERVICES RENDERED JUNE 1-14, 2014, COUNCIL APPROVED OCTOBER 22, 201	736.12	151295	176409
344106	135 - 620900 -	REPRODUCTION COSTS FOR CAREER DAY AT NORTH GULFPORT.	55.46	151296	176409
344106	135 - 620900 -	FEE INCURRED PURSUANT TO CONTRACT WITH CITY OF GULFPORT TO PERFORM SERVICES AS GENERAL COUNSEL, STATEMENT NO. 102354, DATED MAY 23, 2014, SERVICES RENDERED MAY, 1-14, 2014, COUNCIL APPROVED OCTOBER 22, 2013.	736.14	151296	176409
344106	135 - 620900 -	FEE INCURRED PURSUANT TO CONTRACT WITH CITY OF GULFPORT TO PERFORM SERVICES AS GENERAL COUNSEL, STATEMENT NO. 102354, DATED MAY 23, 2014, SERVICES RENDERED MAY, 15-31, 2014, COUNCIL APPROVED OCTOBER 22, 2013.	736.14	151296	176409
344106	135 - 620900 -	FEE INCURRED PURSUANT TO CONTRACT WITH CITY OF GULFPORT TO PERFORM SERVICES AS GENERAL COUNSEL, STATEMENT NO. 103545, DATED MAY JULY 9, 2014, SERVICES RENDERED JUNE 1-14, 2014, COUNCIL APPROVED OCTOBER 22, 201	736.12	151296	176409
344107	135 - 620900 -	FEE INCURRED PURSUANT TO CONTRACT WITH CITY OF GULFPORT TO PERFORM SERVICES AS GENERAL COUNSEL, STATEMENT NO. 103545, DATED MAY JULY 9, 2014, SERVICES RENDERED JUNE 14-30, 2014, COUNCIL APPROVED OCTOBER 22, 20	55.46	151297	176409

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
		REPRODUCTION COSTS FOR CAREER DAY AT NORTH GULFPORT.			
344107	135 - 620900 -		736.14	151297	176409
		FEE INCURRED PURSUANT TO CONTRACT WITH CITY OF GULFPORT TO PERFORM SERVICES AS GENERAL COUNSEL, STATEMENT NO. 102354, DATED MAY 23, 2014, SERVICES RENDERED MAY, 1-14, 2014, COUNCIL APPROVED OCTOBER 22, 2013.			
344107	135 - 620900 -		736.14	151297	176409
		FEE INCURRED PURSUANT TO CONTRACT WITH CITY OF GULFPORT TO PERFORM SERVICES AS GENERAL COUNSEL, STATEMENT NO. 102354, DATED MAY 23, 2014, SERVICES RENDERED MAY, 15-31, 2014, COUNCIL APPROVED OCTOBER 22, 2013.			
344107	135 - 620900 -		736.14	151297	176409
		FEE INCURRED PURSUANT TO CONTRACT WITH CITY OF GULFPORT TO PERFORM SERVICES AS GENERAL COUNSEL, STATEMENT NO. 103545, DATED MAY JULY 9, 2014, SERVICES RENDERED JUNE 1-14, 2014, COUNCIL APPROVED OCTOBER 22, 201			
344107	135 - 620900 -		736.12	151297	176409
		FEE INCURRED PURSUANT TO CONTRACT WITH CITY OF GULFPORT TO PERFORM SERVICES AS GENERAL COUNSEL, STATEMENT NO. 103545, DATED MAY JULY 9, 2014, SERVICES RENDERED JUNE 14-30, 2014, COUNCIL APPROVED OCTOBER 22, 20			
344173	915 - 621300 -		901.50	151363	158089
		PROVIDE LEGAL SERVICE FOR DEFENSE OF WORKER'S COMPENSATION CLAIMS AS APPROVED BY COUNCIL ON 2/22/11. JOB FILES TO BE ADMINISTERED BY HUMAN RESOURCES.			
344174	915 - 621300 -		210.10	151364	158089
		PROVIDE LEGAL SERVICE FOR DEFENSE OF WORKER'S COMPENSATION CLAIMS AS APPROVED BY COUNCIL ON 2/22/11. JOB FILES TO BE ADMINISTERED BY HUMAN RESOURCES.			
344175	915 - 621300 -		524.90	151365	158089
		PROVIDE LEGAL SERVICE FOR DEFENSE OF WORKER'S COMPENSATION CLAIMS AS APPROVED BY COUNCIL ON 2/22/11. JOB FILES TO BE ADMINISTERED BY HUMAN RESOURCES.			
344176	915 - 621300 -		12.38	151366	158089
		PROVIDE LEGAL SERVICE FOR DEFENSE OF WORKER'S COMPENSATION CLAIMS AS APPROVED BY COUNCIL ON 2/22/11. JOB FILES TO BE ADMINISTERED BY HUMAN RESOURCES.			
344177	915 - 621300 -		66.50	151367	158089
		PROVIDE LEGAL SERVICE FOR DEFENSE OF WORKER'S COMPENSATION CLAIMS AS APPROVED BY COUNCIL ON 2/22/11. JOB FILES TO BE ADMINISTERED BY HUMAN RESOURCES.			
344178	915 - 621300 -		982.98	151368	158089
		PROVIDE LEGAL SERVICE FOR DEFENSE OF WORKER'S COMPENSATION CLAIMS AS APPROVED BY COUNCIL ON 2/22/11. JOB FILES TO BE ADMINISTERED BY HUMAN RESOURCES.			
# of Claims		26	Vendor Payment Total	14,924.56	

DUNAWAY GLASS INC

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
343410	335 - 611300 -		180.00	150604	175209
BLANKET PURCHSE ORDER FOR MAY 2014					
343411	335 - 611300 -		210.00	150605	175209
BLANKET PURCHSE ORDER FOR MAY 2014					
343476	213 - 611300 -		325.00	150670	171366
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES BEGINNING OCT FY2014					
343477	213 - 611300 -		200.00	150671	171366
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES BEGINNING OCT FY2014					
# of Claims			4	Vendor Payment Total	915.00
E FIRE					
343817	290 - 612200 -		85.00	151008	176294
PROGRAM FIRE ALARM PANEL AT STATION 1					
# of Claims			1	Vendor Payment Total	85.00
E JOAN WUEHLER					
343542	425 - 613400 -		160.00	150735	176320
INSTRUCTOR FEES FOR ARTS AND CRAFT CLASSES FOUR HOURS ECH DAY 6/24-6/25-7/1-7/2					
# of Claims			1	Vendor Payment Total	160.00
EA UFFMAN & ASSOCIATES INC					
343706	811 - 620900 -		3,214.05	150897	176291
COLLECTION FEES FOR MARCH 2014					
344116	811 - 620900 -		695.21	151304	176395
COLLECTION FEES FOR APRIL 2014					
344116	811 - 620900 -		163.92	151304	176395
COLLECTIONS FEES FOR JUNE 2014					
344116	811 - 620900 -		776.62	151304	176395
COLLECTIONS FEES FOR MAY 2014					
344117	811 - 620900 -		776.62	151306	176395
COLLECTION FEES FOR APRIL 2014					
344117	811 - 620900 -		183.12	151306	176395
COLLECTIONS FEES FOR JUNE 2014					
344117	811 - 620900 -		867.57	151306	176395
COLLECTIONS FEES FOR MAY 2014					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
344118	811 - 620900 -		163.93	151307	176395
COLLECTION FEES FOR APRIL 2014					
344118	811 - 620900 -		38.65	151307	176395
COLLECTIONS FEES FOR JUNE 2014					
344118	811 - 620900 -		183.12	151307	176395
COLLECTIONS FEES FOR MAY 2014					
# of Claims		10	Vendor Payment Total	7,062.81	
EAGLE ENERGY INC.					
343538	437 - 614000 -		1,573.29	150731	176345
FUEL FOR GOLF COURSE					
# of Claims		1	Vendor Payment Total	1,573.29	
EDDIE MILLER ATTY AT LAW					
343569	155 - 621300 -		850.00	150761	176385
CIVIL SERVICE ATTORNEY - SERVICES RENDERED 03-19-14 THRU 07-01-14					
# of Claims		1	Vendor Payment Total	850.00	
ELWOOD STAFFING SERVICES INC					
343758	145 - 620900 -		365.70	150949	176303
TEMPORARY WORKER SCOTT, TOSHA WEEK ENDING 6/22/14 INVOICE #672965 (26.50 HOURS), WEEK ENDING 1/15/2015 INVOICE #667333 (34.50 HOURS)					
343759	145 - 620900 -		476.10	150950	176303
TEMPORARY WORKER SCOTT, TOSHA WEEK ENDING 6/22/14 INVOICE #672965 (26.50 HOURS), WEEK ENDING 1/15/2015 INVOICE #667333 (34.50 HOURS)					
# of Claims		2	Vendor Payment Total	841.80	
EMERGENCY MEDICAL PRODUCTS INC					
343824	290 - 610700 -		53.43	151015	175934
PYRAMEX PROTECTIVE EYE GLASS CARRYING BAG - BLACK					
343825	290 - 610700 -		76.32	151016	175934
PYRAMEX PROTECTIVE EYE GLASS CARRYING BAG - BLACK					
# of Claims		2	Vendor Payment Total	129.75	

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
EQUIFAX CREDIT INFORMATION SERVICES					
344015	213 - 627900 -		115.00	151205	MANUAL
344020	213 - 627900 -		117.87	151210	MANUAL
# of Claims		2	Vendor Payment Total		232.87
ERICA NEWKIRK					
343339	010 - 505800 -		100.00	150535	MANUAL
# of Claims		1	Vendor Payment Total		100.00
EXPRESS SERVICE INC					
343782	815 - 620900 -		289.60	150971	176406
TEMPORARY WORKER AT DPW, ASS'T LAND SURVEYOR; CROPPER, RHETT WEEK ENDING 06/29/14 (40 HOURS) INVOICE #14324300-4					
343782	815 - 620900 -		289.60	150971	176406
TEMPORARY WORKER AT DPW, ASS'T LAND SURVEYOR; DAVID CROPPER; WEEK ENDING 05/11/14; INV. #14085818-4					
343782	815 - 620900 -		289.60	150971	176406
TEMPORARY WORKER AT DPW, ASS'T LAND SURVEYOR; DAVID CROPPER; WEEK ENDING 06-01-14; INV. #14179364-6					
343782	815 - 620900 -		289.60	150971	176406
TEMPORARY WORKER RHETT CROPPER -ASS'T LAND SURVEYOR FOR DPW; WEEKEND ENDING 04-27-14; INV. #14019942-3					
343783	815 - 620900 -		231.68	150972	176406
TEMPORARY WORKER AT DPW, ASS'T LAND SURVEYOR; CROPPER, RHETT WEEK ENDING 06/29/14 (40 HOURS) INVOICE #14324300-4					
343783	815 - 620900 -		231.68	150972	176406
TEMPORARY WORKER AT DPW, ASS'T LAND SURVEYOR; DAVID CROPPER; WEEK ENDING 05/11/14; INV. #14085818-4					
343783	815 - 620900 -		231.68	150972	176406
TEMPORARY WORKER AT DPW, ASS'T LAND SURVEYOR; DAVID CROPPER; WEEK ENDING 06-01-14; INV. #14179364-6					
343783	815 - 620900 -		231.68	150972	176406
TEMPORARY WORKER RHETT CROPPER -ASS'T LAND SURVEYOR FOR DPW; WEEKEND ENDING 04-27-14; INV. #14019942-3					
343784	815 - 620900 -		289.60	150974	176406
TEMPORARY WORKER AT DPW, ASS'T LAND SURVEYOR; CROPPER, RHETT WEEK ENDING 06/29/14 (40 HOURS) INVOICE #14324300-4					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
343784	815 - 620900 -		289.60	150974	176406
TEMPORARY WORKER AT DPW, ASS'T LAND SURVEYOR; DAVID CROPPER; WEEK ENDING 05/11/14; INV. #14085818-4					
343784	815 - 620900 -		289.60	150974	176406
TEMPORARY WORKER AT DPW, ASS'T LAND SURVEYOR; DAVID CROPPER; WEEK ENDING 06-01-14; INV. #14179364-6					
343784	815 - 620900 -		289.60	150974	176406
TEMPORARY WORKER RHETT CROPPER -ASS'T LAND SURVEYOR FOR DPW; WEEKEND ENDING 04-27-14; INV. #14019942-3					
343785	815 - 620900 -		289.60	150975	176406
TEMPORARY WORKER AT DPW, ASS'T LAND SURVEYOR; CROPPER, RHETT WEEK ENDING 06/29/14 (40 HOURS) INVOICE #14324300-4					
343785	815 - 620900 -		289.60	150975	176406
TEMPORARY WORKER AT DPW, ASS'T LAND SURVEYOR; DAVID CROPPER; WEEK ENDING 05/11/14; INV. #14085818-4					
343785	815 - 620900 -		289.60	150975	176406
TEMPORARY WORKER AT DPW, ASS'T LAND SURVEYOR; DAVID CROPPER; WEEK ENDING 06-01-14; INV. #14179364-6					
343785	815 - 620900 -		289.60	150975	176406
TEMPORARY WORKER RHETT CROPPER -ASS'T LAND SURVEYOR FOR DPW; WEEKEND ENDING 04-27-14; INV. #14019942-3					
# of Claims			16	Vendor Payment Total	4,401.92
FASTENAL					
343763	815 - 610700 -		26.59	150954	175628
BOLTS, MADE TO ORDER, 3/4"-10 X 26", GR 8, W/6" THREADED END. STATE CONTRACT #5-445-22297-12. HARDWARE REQUIRED FOR BRACE APPLICATION ON THE CANAL ROAD PROJECT.					
343763	815 - 610700 -		0.32	150954	175628
ITEM #1133820 WASHER, FLAT, 3/4", SAE, THRU-HARDENED					
343763	815 - 610700 -		0.37	150954	175628
ITEM #1136416 NUT, HEX, 3/4" - 10, GR 8					
343764	815 - 610700 -		1,024.61	150955	175628
BOLTS, MADE TO ORDER, 3/4"-10 X 26", GR 8, W/6" THREADED END. STATE CONTRACT #5-445-22297-12. HARDWARE REQUIRED FOR BRACE APPLICATION ON THE CANAL ROAD PROJECT.					
343764	815 - 610700 -		12.53	150955	175628
ITEM #1133820 WASHER, FLAT, 3/4", SAE, THRU-HARDENED					
343764	815 - 610700 -		14.06	150955	175628
ITEM #1136416 NUT, HEX, 3/4" - 10, GR 8					
# of Claims			6	Vendor Payment Total	1,078.48

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
FIRST STUDENT					
344059	411 - 613400 -		1,120.00	151249	175846
		HOURS BUS TRANSPORTATION FOR SUMMER CAMP ACTIVITIES , FIELD TRIPS ETC.			
344060	411 - 613400 -		1,330.00	151250	175846
		HOURS BUS TRANSPORTATION FOR SUMMER CAMP ACTIVITIES , FIELD TRIPS ETC.			
344061	411 - 613400 -		1,400.00	151251	175846
		HOURS BUS TRANSPORTATION FOR SUMMER CAMP ACTIVITIES , FIELD TRIPS ETC.			
# of Claims			3	Vendor Payment Total	3,850.00
FIVE POINTS ICT INC					
344087	911 - 622100 -		2,401.41	151277	MANUAL
# of Claims			1	Vendor Payment Total	2,401.41
FLEETCOR TECHNOLOGIES					
344041	415 - 614000 -		64.61	151231	MANUAL
344041	445 - 614000 -		111.13	151231	MANUAL
344041	311 - 614000 -		145.68	151231	MANUAL
344041	425 - 614000 -		167.77	151231	MANUAL
344041	435 - 614000 -		184.61	151231	MANUAL
344041	411 - 614000 -		225.45	151231	MANUAL
344041	411 - 614000 -		281.89	151231	MANUAL
344041	611 - 614000 -		328.13	151231	MANUAL
344041	811 - 614000 -		470.17	151231	MANUAL
344041	430 - 614000 -		725.51	151231	MANUAL
344041	290 - 614000 -		1,718.88	151231	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
344041	213 - 614000 -		13,644.96	151231	MANUAL
344214	445 - 614000 -		16.77	151404	MANUAL
344214	411 - 614000 -		36.51	151404	MANUAL
344214	111 - 614000 -		42.42	151404	MANUAL
344214	435 - 614000 -		56.51	151404	MANUAL
344214	621 - 614000 -		61.08	151404	MANUAL
344214	311 - 614000 -		78.28	151404	MANUAL
344214	145 - 614000 -		90.85	151404	MANUAL
344214	415 - 614000 -		91.48	151404	MANUAL
344214	611 - 614000 -		263.34	151404	MANUAL
344214	411 - 614000 -		270.87	151404	MANUAL
344214	811 - 614000 -		460.42	151404	MANUAL
344214	430 - 614000 -		721.58	151404	MANUAL
344214	290 - 614000 -		2,094.80	151404	MANUAL
344214	213 - 614000 -		13,708.35	151404	MANUAL
# of Claims			26	Vendor Payment Total	36,062.05
FLORA ARRINGTON					
343468	010 - 505800 -		100.00	150662	MANUAL
# of Claims			1	Vendor Payment Total	100.00

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
GARNER RUSSELL & ASSOC					
343312	357 - 621100 - 02787		48,557.50	150508	166470
ENGINEERING SERVICES-PHASE 7. SERVICE TO INCLUDE BUT NOT LIMITED TO DEVELOPMENT OF CONSTRUCTION PLANS AND TECHNICAL SPECIFICATIONS, MDOT PERMIT COORDINATION, COORDINATION WITH CITY'S CONTRACTOR AND PREPARATION					
343313	849 - 640100 - 82562		805.00	150509	172598
W/A - 2013-03 - PROVIDE PRELIMIARY & FINAL DESIGN PHASE ENGINEERING SERICES, INCLUDIN SURVEYING AND PERMITTING FOR CONSTRUCTION OF A WATER DISTRIBUTIONMAIN (8 INCH NOMINAL DIAMETER) ACROSS BERNARD BAYOU BY DIRE					
344109	357 - 621100 - 02787		1,556.25	151299	166470
ENGINEERING SERVICES-PHASE 7. SERVICE TO INCLUDE BUT NOT LIMITED TO DEVELOPMENT OF CONSTRUCTION PLANS AND TECHNICAL SPECIFICATIONS, MDOT PERMIT COORDINATION, COORDINATION WITH CITY'S CONTRACTOR AND PREPARATION					
# of Claims			3	Vendor Payment Total	50,918.75
GARY ANDERSON					
344079	611 - 610700 -		14.43	151269	176476
AUDIO CORD FOR COMPUTER					
344079	611 - 610400 -		6.41	151269	176476
BATTERIES FOR DIRECTOR					
344079	611 - 610400 -		4.68	151269	176476
BATTERIES FOR PROJECTOR REMOTE					
344079	611 - 610700 -		9.00	151269	176476
CANCEL JUDGEMENTS					
344079	611 - 610400 -		12.29	151269	176476
JOURNAL FOR DIRECTOR					
344079	611 - 610700 -		15.39	151269	176476
SQUEEGEE FOR WINDOWS					
344079	611 - 610700 -		23.35	151269	176476
STAKES					
344079	611 - 610400 -		10.69	151269	176476
STAPLES					
# of Claims			8	Vendor Payment Total	96.24
GARY E WHITE ATTORNEY PA					
344029	849 - 621300 - 81522		417.00	151219	176449
ATTORNEYS FEES RE UTILITIES ACQUISITION - DEDEAUX UTILITIES APPEAL WORK, STATEMENT NO. 2196, DATED JUNE 6, 2014.					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
344029	849 - 621300 - 81522	ATTORNEYS FEES RE UTILITIES ACQUISITION - DEDEAUX UTILITIES APPEAL WORK, STATEMENT NO. 2221, DATED JULY 1, 2014.	17.73	151219	176449
344029	849 - 621300 - 81522	ATTORNEYS FEES RE UTILITIES ACQUISITION - LYMAN UTILITIES , STATEMENT NO. 2197, DATED JUNE 6, 2014.	181.14	151219	176449
344029	849 - 621300 - 81522	ATTORNEYS FEES RE UTILITIES ACQUISITION - LYMAN UTILITIES , STATEMENT NO. 2221, DATED JULY 1, 2014.	30.94	151219	176449
344030	849 - 621300 - 81522	ATTORNEYS FEES RE UTILITIES ACQUISITION - DEDEAUX UTILITIES APPEAL WORK, STATEMENT NO. 2196, DATED JUNE 6, 2014.	181.14	151220	176449
344030	849 - 621300 - 81522	ATTORNEYS FEES RE UTILITIES ACQUISITION - DEDEAUX UTILITIES APPEAL WORK, STATEMENT NO. 2221, DATED JULY 1, 2014.	7.70	151220	176449
344030	849 - 621300 - 81522	ATTORNEYS FEES RE UTILITIES ACQUISITION - LYMAN UTILITIES , STATEMENT NO. 2197, DATED JUNE 6, 2014.	78.68	151220	176449
344030	849 - 621300 - 81522	ATTORNEYS FEES RE UTILITIES ACQUISITION - LYMAN UTILITIES , STATEMENT NO. 2221, DATED JULY 1, 2014.	13.44	151220	176449
344031	849 - 621300 - 81522	ATTORNEYS FEES RE UTILITIES ACQUISITION - DEDEAUX UTILITIES APPEAL WORK, STATEMENT NO. 2196, DATED JUNE 6, 2014.	17.73	151221	176449
344031	849 - 621300 - 81522	ATTORNEYS FEES RE UTILITIES ACQUISITION - DEDEAUX UTILITIES APPEAL WORK, STATEMENT NO. 2221, DATED JULY 1, 2014.	0.75	151221	176449
344031	849 - 621300 - 81522	ATTORNEYS FEES RE UTILITIES ACQUISITION - LYMAN UTILITIES , STATEMENT NO. 2197, DATED JUNE 6, 2014.	7.70	151221	176449
344031	849 - 621300 - 81522	ATTORNEYS FEES RE UTILITIES ACQUISITION - LYMAN UTILITIES , STATEMENT NO. 2221, DATED JULY 1, 2014.	1.32	151221	176449
344032	849 - 621300 - 81522	ATTORNEYS FEES RE UTILITIES ACQUISITION - DEDEAUX UTILITIES APPEAL WORK, STATEMENT NO. 2196, DATED JUNE 6, 2014.	30.95	151222	176449
344032	849 - 621300 - 81522	ATTORNEYS FEES RE UTILITIES ACQUISITION - DEDEAUX UTILITIES APPEAL WORK, STATEMENT NO. 2221, DATED JULY 1, 2014.	1.32	151222	176449
344032	849 - 621300 - 81522	ATTORNEYS FEES RE UTILITIES ACQUISITION - LYMAN UTILITIES , STATEMENT NO. 2197, DATED JUNE 6, 2014.	13.44	151222	176449
344032	849 - 621300 - 81522	ATTORNEYS FEES RE UTILITIES ACQUISITION - LYMAN UTILITIES , STATEMENT NO. 2221, DATED JULY 1, 2014.	2.29	151222	176449

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
	# of Claims	16	Vendor Payment Total	1,003.27	
GAYLE PARKER COUNTY COURT CLERK					
344012	135 - 621300 -		195.00	151202	176453
COMMISSION FEES, D2401-2002-1166, CITY OF GULFPORT VS. LARRY AND PATSY WHITE, HIGHWAY 49-O'NEAL SEWER AND WATER PROJECT, COUNCIL APPROVED NOVEMBER 2, 1010.					
	# of Claims	1	Vendor Payment Total	195.00	
GEOPHYSICAL SURVEY SYSTEMS, INC					
343761	825 - 620900 -		253.97	150952	176246
REPAIRS TO SIR-3000 SER #1618 MODEL DC-300/1100					
	# of Claims	1	Vendor Payment Total	253.97	
GIBSON MAINTENANCE, LLC					
343360	415 - 610700 -		360.00	150556	176150
MAN HOURS TO INSTALL POST FOR SIGN AT COURTHOUSE ROAD BLDG COUNCIL APPROVAL 6/5/2013					
343361	345 - 640100 - 02477		1,080.00	150557	176086
1.01A DEMO AND REMOVE CONCRETE					
343361	345 - 640100 - 02477		390.00	150557	176086
1.02A & 1.02B; EXCAVATION OF EXISTING MATERIALS AND INSTALLING FILL					
343361	345 - 640100 - 02477		450.00	150557	176086
1.02D; POUR, PLACE AND FINISH CONCRETE					
343361	345 - 640100 - 02477		150.00	150557	176086
JACK HAMMER RENTAL					
343361	345 - 640100 - 02477		576.00	150557	176086
LABOR HOURS TO SAW CUT 60 LF OF CONCRETE AT STATION 6 AS PER UNIT PRICE CONTRACT					
343361	345 - 640100 - 02477		288.00	150557	176086
REBAR					
	# of Claims	7	Vendor Payment Total	3,294.00	
GLADYS WILKS					
343337	010 - 505800 -		100.00	150533	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
	# of Claims	1	Vendor Payment Total	100.00	
GLEEM PAINT CENTER					
344121	315 - 615500 -		27.80	151311	176028
SEYMOUR 20-647 200Z RED MARKING PAINT					
344121	315 - 615500 -		39.95	151311	176028
STRIPING MACHINE #7-606 FOR MARKING UNDERGROUND UTILITIES					
344121	315 - 615500 -		39.95	151311	176028
STRIPING MACHINE #Z608					
	# of Claims	3	Vendor Payment Total	107.70	
GLOBALSTAR					
344016	213 - 626001 -		143.30	151206	MANUAL
	# of Claims	1	Vendor Payment Total	143.30	
GOMEZ PINE STRAW LLC					
344128	430 - 610600 -		1,200.00	151318	176404
SQUARE BALES PINE STRAW FOR JONES PARK					
	# of Claims	1	Vendor Payment Total	1,200.00	
GOODYEAR TIRE & RUBBER CO					
343269	213 - 611300 -		94.83	150465	175310
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
	# of Claims	1	Vendor Payment Total	94.83	
GT DEVELOPMENT & CONTRACTING LLC					
343682	345 - 640100 - 02503		41,936.42	150873	172237
LOWEST AND BEST BID AS SUBMITTED ON 09-26-2013; CITY COUNCIL APPROVED 10-08-2013					
FOR 450 CALENDAR DAYS FOR 3-RIVERS RD WIDENING PHASE 2					
343721	357 - 640600 - 02785		1,246.00	150912	175443
1.08B - PIPE REMOVAL; 13"-24"					
343721	357 - 640600 - 02785		804.00	150912	175443
4.01W - 11" X 18" REINFORCED CONCRETE ARCH PIPE (0"-6")					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
343721	357 - 640600 - 02785		331.25	150912	175443
ITEM 1.06 - LIMESTONE BASE COURSE					
343721	357 - 640600 - 02785		4,576.00	150912	175443
ITEM 4.01C - 15" REINFORCED CONCRETE PIPE (0"-6")					
343721	357 - 640600 - 02785		250.00	150912	175443
ITEM 4.01ZZ - INSTALL OWNER FURNISHED 15" RCP FLARED END SECTIONS					
343721	357 - 640600 - 02785		1,800.00	150912	175443
ITEM 5.01A - STRUCTURAL CONCRETE (POURED IN PLACE)					
343721	357 - 640600 - 02785		30.00	150912	175443
ITEM 7.01 - SEEDING					
343721	357 - 640600 - 02785		40.00	150912	175443
ITEM 7.01 - SILT FENCE					
343721	357 - 640600 - 02785		315.00	150912	175443
ITEM 8.01A - PAVEMENT REMOVAL (ALL TYPES)					
343721	357 - 640600 - 02785		2,794.50	150912	175443
ITEM 8.02B - ASPHALT PAVEMENT					
343721	357 - 640600 - 02785		760.00	150912	175443
ITEM 8.06A - SAWCUT PAVEMENT					
343721	357 - 640600 - 02785		9,000.00	150912	175443
ITEM 9.07D - STANDARD STORMAREA INLET					
# of Claims		13	Vendor Payment Total	63,883.17	
GUEST SERVICES INC					
343773	290 - 626900 -		167.32	150964	176333
REQUIRED ON CAMPUS MEAL TICKET FOR GREGORY GRIFFIN WHILE ATTENDING R035R0297; COMMAND & CONTROL DECISION MAKING AT MULTI-ALARM INCIDENTS AUGUST 3RD THROUGH 8TH, 2014 AT THE NATIONAL FIRE ACADEMY IN EMMITSBURG,					
# of Claims		1	Vendor Payment Total	167.32	
GULF COAST BUSINESS SUPPLY CO					
344122	290 - 610400 -		39.12	151312	176440
DOME HANDEZE FLEX GLOVES WITH WRIST SUPPORT					
344122	290 - 610400 -		51.98	151312	176440
CRD144710 PRESENTATION 3 RING BINDER					
344122	290 - 610400 -		22.70	151312	176440
VER97540 WIRELESS MOUSE					
# of Claims		3	Vendor Payment Total	113.80	

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
GULF COAST SMALL ENGINE REPAIR					
343547	430 - 610700 -		23.00	150739	176276
AIR FILTER					
343547	430 - 614000 -		35.00	150739	176276
DIESEL MOTOR OIL FOR EXMARK MOWER BEAUTIFICATION DEPT					
343547	430 - 610700 -		14.00	150739	176276
DUST INJECTOR VALVE					
343547	430 - 614000 -		8.00	150739	176276
HYDRAULIC OIL					
343547	430 - 620900 -		180.00	150739	176276
LABOR TO SERVICE 3 MOWERS TIGHTEN HOSES, REPAIR WIRING, TUNE UP					
343547	430 - 610700 -		16.95	150739	176276
OIL FILTER					
343547	430 - 610700 -		40.00	150739	176276
PTO SWITCH					
343547	430 - 610700 -		29.00	150739	176276
SWITCH					
# of Claims			8	Vendor Payment Total	345.95
GULF PUBLISHING CO INC					
343332	611 - 625500 -		79.90	150528	174081
INVITATION FOR BIDS FOR LOT CLEANUP FOR 3/18/14 CITY COUNCIL MEETING					
343332	611 - 625500 -		27.38	150528	174081
INVITATION FOR BIDS FOR LOT CLEANUP FOR 3/4/14 CITY COUNCIL MEETING					
343683	611 - 625500 -		120.10	150874	174081
INVITATION FOR BIDS FOR LOT CLEANUP FOR 3/18/14 CITY COUNCIL MEETING					
343683	611 - 625500 -		1.92	150874	174081
INVITATION FOR BIDS FOR LOT CLEANUP FOR 4/8/14 CITY COUNCIL MEETING					
343697	155 - 626100 -		627.50	150888	175663
ADVERTISEMENT FOR FIRE FIGHTER ENTRY-LEVEL TEST TO RUN FOR SUNDAYS, JUNE 1-15 2014					
# of Claims			5	Vendor Payment Total	856.80
GWENDOLYN STOKES					
343470	010 - 505800 -		100.00	150664	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
	# of Claims	1	Vendor Payment Total	100.00	
HANCOCK BANK					
343359	701 - 650700 -		1,135.00	150555	176401
PAYING AGENCY FEES-GULFPORT G/O PUBLIC IMPROVEMENT BONDS, SERIES 1998.					
	# of Claims	1	Vendor Payment Total	1,135.00	
HARRIS PLUMBING LLC					
344130	411 - 612200 -		404.00	151320	176129
6' BRUTE COUPLINGS					
344130	411 - 612200 -		960.00	151320	176129
MAN HOURS TO REPAIR LEAK ON 6" PIPE UNDERGROUND AT SPORTSPLEX					
344130	411 - 612200 -		600.00	151320	176129
TRACKHOE					
	# of Claims	3	Vendor Payment Total	1,964.00	
HARRISON CO. LIBRARY SYSTEM					
343356	145 - 627700 -		75,923.00	150552	174213
ENCUMBER REMAINING QUARTERLY CONTRIBUTIONS -OPERATIONS OF THE PUBLIC LIBRARIES IN GULFPORT. APPROVED BY COUNCIL ON 9/10/13 FOR FY 2014.					
	# of Claims	1	Vendor Payment Total	75,923.00	
HARRISON COUNTY					
343544	535 - 850100 - 72325		20,000.00	150738	MANUAL
	# of Claims	1	Vendor Payment Total	20,000.00	
HARRISON COUNTY EMERGENCY					
344046	430 - 620900 -		5.17	151236	MANUAL
344046	325 - 620900 -		10.34	151236	MANUAL
344046	311 - 620900 -		20.68	151236	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
344046	411 - 620900 -		62.04	151236	MANUAL
344046	811 - 620900 -		82.72	151236	MANUAL
344046	145 - 620900 -		113.74	151236	MANUAL
344046	825 - 620900 -		382.58	151236	MANUAL
344046	815 - 620900 -		429.11	151236	MANUAL
# of Claims			8	Vendor Payment Total	1,106.38
HARRY MCKINNIS					
343343	010 - 505800 -		100.00	150539	MANUAL
# of Claims			1	Vendor Payment Total	100.00
HD SUPPLY FACILITIES MAINTENANCE LTD					
344136	815 - 616400 -		265.29	151326	175666
ITEM #55003 ASCO SOLENOID (NORMALLY OPEN) REQUIRED FOR MAINTENANCE OF WATER WELLS.					
344137	815 - 616400 -		717.00	151327	175666
ITEM #55003 ASCO SOLENOID (NORMALLY OPEN) REQUIRED FOR MAINTENANCE OF WATER WELLS.					
# of Claims			2	Vendor Payment Total	982.29
HD SUPPLY WATERWORKS, LTD.					
343718	345 - 640100 - 02477		16.88	150909	176096
#160PFF50 - 1/2 X 4 X 50 - POLYFOAM SMOOTH DOWEL					
343718	345 - 640100 - 02477		11.40	150909	176096
#431SD1218 - 1/2 X 18" SMOOTH DOWEL					
343718	345 - 640100 - 02477		23.95	150909	176096
#431SD3418 - 3/4" X 18" SMOOTH DOWEL					
343718	345 - 640100 - 02477		175.76	150909	176096
#43542060D - #4 GR60, 1/2" X 20' DOMESTIC REBAR					
343718	345 - 640100 - 02477		5.33	150909	176096
#43542060D - #4 GR60; 1/2" X 20' DOMESTIC REBAR					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
343718	345 - 640100 - 02477		49.25	150909	176096
#438432297 - 30 OZ LIMESTONE ICLS SEALANT SIK					
# of Claims			6	Vendor Payment Total	282.57
HENRY LEVINS PETTY CASH					
343529	290 - 625700 -		36.40	150722	176402
1000302562375 POSTAGE (\$7.40) 1000302564058 POSTAGE (\$29.00)					
343529	290 - 610700 -		100.00	150722	176402
COUNCIL ACTION OF 07/08/2014 ITEM 2014-490 INCREASE PETTY CASH					
343529	290 - 610700 -		156.74	150722	176402
LETTER STENCILS (\$1.92) DOOR SPRING (\$3.58) BRICK TROWEL (\$7.47) PROMOTIONAL BADGE BOXES (\$9.11) CAREER DAY TABLE COVERS (\$17.12) NOZZLE, GARDEN HOSE, ANT KILLER (\$34.71) WATER FOR EMERGENCY MEDICAL TECHNICIAN					
343691	010 - 100100 -		100.00	150882	176416
PETTY CASH INCREASE FOR FIRE DEPARTMENT. APPROVED COUNCIL OF 7/8/14.					
# of Claims			4	Vendor Payment Total	393.14
HINKLE METALS & SUPPLY CO INC					
343821	290 - 611000 -		40.28	151012	176102
B1368047A BLOWER WHEEL FOR STATION 6 AC UNIT; FIREFIGHTERS WILL PROVIDE LABOR					
# of Claims			1	Vendor Payment Total	40.28
HOWARD SMITH EQUIPMENT					
343319	290 - 611300 -		132.28	150515	173922
BLANKET PO FOR PARTS AND MATERIALS NOT TO BE USED FOR MAJOR PROJECTS					
343848	335 - 611300 -		2.70	151039	176238
AXLE GASKET P/N E-2431 ID# 2584					
343848	335 - 611300 -		92.72	151039	176238
AXLE SEAL P/N 393-0173 ID# 2584					
343848	335 - 611300 -		199.95	151039	176238
AXLE SHAFT P/N 128516 ID# 2584					
343848	335 - 611300 -		159.95	151039	176238
AXLE SHAFT P/N 128517 ID# 2584					
343848	335 - 611300 -		92.60	151039	176238
BEARING SET P/N SET401 ID# 2584					
343848	335 - 611300 -		110.12	151039	176238

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
BEARING SET P/N SET403 ID# 2584					
		# of Claims	7	Vendor Payment Total	790.32
HOWARDS PAINT & DECORATING					
343495	411 - 611000 -		407.97	150689	176157
1430.5 RICH FLEX MASONARY TEXTURE COARSE					
343495	411 - 611000 -		333.19	150689	176157
251.5 100% ELASTOMETRIC WATERPROOF TINT COLOR MATCH EXISTING COLOR					
343495	411 - 611000 -		275.34	150689	176157
895.1 BARRICADE PLIOLITE WATERPROOF FOR REPAIR AT WESTSIDE CENTER STUCCO					
		# of Claims	3	Vendor Payment Total	1,016.50
HURRICANE ELECTRONICS INC					
343271	213 - 611300 -		295.50	150467	175414
BLANKET PURCHASE ORDER TO REPAIR POLICE VEHICLE & PORTABLE RADIOS					
343772	290 - 612200 -		118.75	150963	176273
SERVICE CALL TO STATION 6 TO CHECK CLAXTON TONE ALERT AND RADIO SPEAKER SYSTEM NOT WORKING PROPERLY					
343775	290 - 610700 -		25.93	150966	176280
MAEV-NNC5X ANTENNA 764-870MHZ, 1/4 WAVE WHIP SO 125756 FOR S/A401210054B6					
343775	290 - 610700 -		61.57	150966	176280
TECHNICAL SERVICE AND INSTALLATION LABOR (SO 125756 & 125763)					
343776	290 - 610700 -		14.07	150967	176280
MAEV-NNC5X ANTENNA 764-870MHZ, 1/4 WAVE WHIP SO 125756 FOR S/A401210054B6					
343776	290 - 610700 -		33.43	150967	176280
TECHNICAL SERVICE AND INSTALLATION LABOR (SO 125756 & 125763)					
343818	290 - 610700 -		185.00	151009	176085
EA-016781-001 MODULE SWITCH ASSEMBLY P7300 FOR A401210055DO PORTABLE RADIO					
343818	290 - 610700 -		40.00	151009	176085
MA-016768-002 VOLUME KNOB KIT					
343818	290 - 610700 -		95.00	151009	176085
TECHNICAL SERVICE AND INSTALLATION LABOR					
		# of Claims	9	Vendor Payment Total	869.25
HYDRAULIC REPAIR SERVICES LLC					
343412	335 - 611300 -		153.00	150606	175936

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
BLANKET PURCHASE ORDER FOR JUNE - JULY 2014 343413	335 - 611300 -		253.33	150607	175936
BLANKET PURCHASE ORDER FOR JUNE - JULY 2014 343414	335 - 611300 -		852.91	150608	175936
BLANKET PURCHASE ORDER FOR JUNE - JULY 2014 343415	335 - 611300 -		192.49	150609	175936
BLANKET PURCHASE ORDER FOR JUNE - JULY 2014 343416	335 - 611300 -		621.92	150610	175936
BLANKET PURCHASE ORDER FOR JUNE - JULY 2014					
# of Claims		5	Vendor Payment Total	2,073.65	
INSTITUTE FOR MARINE MAMMAL STUDIES					
343543	411 - 613400 -		45.00	150736	176255
ADMISSION FOR SUMMER CAMP COUNSELORS FIELD TRIP					
# of Claims		1	Vendor Payment Total	45.00	
INTOXIMETERS					
343857	213 - 610700 -		2,212.25	151048	175410
PORTABLE INTOXILYZER, ALCO-SENSOR FST, USED FOR BREATH ALCOHOL TESTING, ITEM#40-0010-00					
# of Claims		1	Vendor Payment Total	2,212.25	
ISCO METALS & SUPPLY					
343822	290 - 610700 -		40.70	151013	176197
FB184 FLAT 1/8 X 4 X 20 CUT 2 @ 6 FT FOR FIRE STATION 10					
# of Claims		1	Vendor Payment Total	40.70	
ISI WATER COMPANY					
343720	811 - 620900 -		30,912.01	150911	171609
2ND YEAR FOR REVIEW OF UTILITY BILLING SYSTEM WITH AGREEMENT TOP AY 55% OF ALI ADDITIONAL REVENUE FOUND & COLLETED FOR A PERIOD OF 3 YEARS,INVOICED MONTHLY, COUNCIL APPROVED 11-02-2010					
# of Claims		1	Vendor Payment Total	30,912.01	

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
ISSAC DEWAYNE DAVIS					
344033	010 - 210601 -		87.75	151223	MANUAL
	# of Claims	1	Vendor Payment Total	87.75	
ITSAVVY LLC					
343855	213 - 610700 -		246.00	151046	176128
NVIDIA NVS 310 BY PNY , GRAPHIC CARD, PART #VCNVS310DP-PB, QUOTE #2620362					
343855	213 - 610400 -		415.75	151046	176128
CANON IMAGE FORMULA DR-C125 DOCUMENT SCANNER FOR ROOM #					
343855	213 - 610400 -		62.90	151046	176128
STAR TECH DISPLAY 310 GRAPHICS CARD QUOTE #2620916					
343856	213 - 614900 -		178.18	151047	175893
ENGENIUS ENH500 WIRELESS ACCESS POINT - 802.11A/N PART #: ENH500 (FOR P.A.W.S.) QUOTE #2625477					
	# of Claims	4	Vendor Payment Total	902.83	
JACOB BURNETT					
343734	290 - 622300 -		577.00	150925	176424
TUITION REIMBURSEMENT FOR COMPLETED COURSES OF HUMAN ANATOMY & PHYSIOLOGY WITH GRADE "A" COMPLETED 06/26/2014.					
344024	290 - 622300 -		65.00	151214	MANUAL
	# of Claims	2	Vendor Payment Total	642.00	
JAMES DEKLEINHANS					
344006	010 - 210601 -		489.25	151196	MANUAL
	# of Claims	1	Vendor Payment Total	489.25	
JASPER ENGINE EXCHANGE INC					
343854	213 - 611300 -		600.00	151045	176094
CORE DEPOSIT					
343854	213 - 611300 -		231.00	151045	176094

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
INSTALLATION KIT					
343854	213 - 611300 -		2,612.00	151045	176094
REPLACEMENT ENGINE FOR UNIT 36306. CORE DEPOSIT AND SKID DEPOSIT TO BE					
REFUNDED UPON RETURN TO JASPER ENGINES					
343854	213 - 611300 -		15.00	151045	176094
SKID DEPOSIT					
# of Claims		4	Vendor Payment Total	3,458.00	
JERRY PATE TURF & IRRIGATION INC					
343847	411 - 612200 -		138.61	151038	176167
DRIVE PUMP HOUSING P/N 108-0374 ID#					
# of Claims		1	Vendor Payment Total	138.61	
JERRYS LAWNMOWER SALES & SVC INC					
343565	435 - 614000 -		3.00	150757	175993
GAS AND OIL					
343565	435 - 612200 -		390.00	150757	175993
LABOR HOURS					
343565	435 - 612200 -		165.12	150757	175993
REPAIR TO EXMARK MOWER #LK30KC725 CEMETERY DEPT BROKEN STUD IN					
DECK,BAFFLES, LEFT REAR AXLE, WHHEL MOTOR, PARKING BRAKE, SHARPEN BLADES, AIF					
FILTERS, SPARK PLUG, ESTIMATED MATERIALS					
343565	435 - 612200 -		14.00	150757	175993
SHOP SUPPLIES					
344134	430 - 610600 -		360.00	151324	176284
91-626 SCAG MOWER BLADES FOR BEAUTIFICATION DEPT					
344134	430 - 610600 -		23.70	151324	176284
BKR-54 N6K SPARK PLUGS					
344134	430 - 610600 -		718.80	151324	176284
STIHL BUMP HEADS FOR WEED EATERS					
# of Claims		7	Vendor Payment Total	1,674.62	
JOEL SMITH, DISTRICT ATTORNEY					
343864	630 - 217400 -		175.40	151055	176328
DISBURSEMENT OF FORFEITED FUNDS FOR DURAN DOUGLAS ECKFORD (14-010622)					
# of Claims		1	Vendor Payment Total	175.40	

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
JOHN BOGGAN					
343738	611 - 625500 -		135.00	150930	175845
0711G-05-004.000 LOT CLEANUP -BOND, JR. APPROVED BY CITY COUNCIL 06/03/14					
343739	611 - 625500 -		99.00	150931	175845
1008G-02-035.000 LOT CLEANUP -FRAZEE					
343740	611 - 625500 -		64.54	150932	175845
0807K-01-020.005 LOT CLEANUP -KUHN					
343740	611 - 625500 -		61.46	150932	175845
0810N-04-006.000 LOT CLEANUP -RURY					
# of Claims		4	Vendor Payment Total	360.00	
JOHN C. DAWSON, JR					
343713	135 - 620900 -		4,386.00	150904	176418
FEES INCURRED AS PART-TIME PROSECUTOR IN PROSECUTOR'S OFFICE DURING 6-16014 THROUGH 7-3-14, COUNCIL APPROVED 02-18-14.					
# of Claims		1	Vendor Payment Total	4,386.00	
JOHN FAYARD MOVING & WHSE, LLC					
344018	145 - 626700 -		100.00	151208	MANUAL
344019	311 - 626700 -		150.00	151209	MANUAL
# of Claims		2	Vendor Payment Total	250.00	
JOHN M MCGUFFEE					
343829	290 - 612200 -		199.00	151020	175964
T/S AND REPAIR A/C AT STATION #2 - SERVICE CALL - \$85.00 AND MATERIALS \$40.00 APPROXIMATELY					
# of Claims		1	Vendor Payment Total	199.00	
JOHN M WARREN INC					
343513	335 - 612200 -		1,060.12	150707	176213
GUTTER BROOMS P/N 41-PATELP5 ID# 3520/3544					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
	# of Claims	1	Vendor Payment Total	1,060.12	
JOHNSON CONTROLS INC					
343675	825 - 626002 -		1,583.11	150866	176375
MEASUREMENT & VERIFICATION SYSTEM FOR ENERGY EFFICIENCY PERFORMANCE CONTRACTING PROJECT APPROVED 8/23/10. -FOR SERVICE PERIOD 06/01/14 TO 8/31/14 INV#00072999707					
343675	311 - 626002 -		1,583.13	150866	176375
MEASUREMENT & VERIFICATION SYSTEM FOR ENERGY EFFICIENCY PERFORMANCE CONTRACTING PROJECT APPROVED 8/23/10. -FOR SERVICE PERIOD 06/01/14 TO 8/31/14 INV#00072999707					
343675	313 - 626002 -		1,583.13	150866	176375
MEASUREMENT & VERIFICATION SYSTEM FOR ENERGY EFFICIENCY PERFORMANCE CONTRACTING PROJECT APPROVED 8/23/10. -FOR SERVICE PERIOD 06/01/14 TO 8/31/14 INV#00072999707					
343675	815 - 626002 -		1,583.13	150866	176375
MEASUREMENT & VERIFICATION SYSTEM FOR ENERGY EFFICIENCY PERFORMANCE CONTRACTING PROJECT APPROVED 8/23/10. -FOR SERVICE PERIOD 06/01/14 TO 8/31/14 INV#00072999707					
	# of Claims	4	Vendor Payment Total	6,332.50	
JOHNSON DIESEL INC					
343517	815 - 612200 -		152.50	150710	176332
COOLANT TEMP SWITCH P/N 05146080 ID# 18721					
	# of Claims	1	Vendor Payment Total	152.50	
JOPPA SHRINE TEMPLE					
343548	411 - 613400 -		100.00	150740	176366
CLOWNS FOR SUMMER CAMP JAMBOREE					
	# of Claims	1	Vendor Payment Total	100.00	
JOSEPH LOUIS COLES					
344038	010 - 210601 -		747.00	151228	MANUAL
	# of Claims	1	Vendor Payment Total	747.00	

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
JULIAN SIMMONS					
343795	611 - 625500 -		40.00	150986	176380
0808J-01-018-000 LOT CLEAN UP DEDEAUDX					
343795	611 - 625500 -		40.00	150986	176380
0908N-01-065.000 LOT CLEAN UP MCDONALD EST					
343796	611 - 625500 -		40.00	150987	176380
0808J-01-018-000 LOT CLEAN UP DEDEAUDX					
343796	611 - 625500 -		40.00	150987	176380
0908N-01-065.000 LOT CLEAN UP MCDONALD EST					
# of Claims			4	Vendor Payment Total	160.00
K & R SERVICES INC					
343827	290 - 612200 -		29.94	151018	176304
5W-30 SYNTHETIC MOTOR OIL					
343827	290 - 612200 -		150.00	151018	176304
LABOR					
343827	290 - 612200 -		28.50	151018	176304
MILEAGE					
343827	290 - 612200 -		9.64	151018	176304
SERVICE FOR STATION 6 GENERATOR OIL FILTER					
# of Claims			4	Vendor Payment Total	218.08
KAREN MCCARTY, PETTY CASH					
343693	145 - 610400 -		15.84	150884	176293
CLAY'S PRINT SHOP CATHERINE MINERICH CITY GRANT PRESENTATION					
343693	511 - 630600 - 05200		18.04	150884	176293
OFFICE DEPOT BINDERS FOR CAPER 2014					
343693	511 - 625700 - 05200		46.00	150884	176293
POST OFFICE BOX 59 RENTAL 07/01/14 -12/31/14					
343693	511 - 625700 - 05200		44.00	150884	176293
POST OFFICE BOX RENTAL BOX 59 TERM 01/01/14-06/30/14					
343693	515 - 610400 - 72100		17.42	150884	176293
WALGREEN USB CABLE AND BATTERIES FOR LAPTOP					
# of Claims			5	Vendor Payment Total	141.30

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
KAYLEASHA A LEE					
344037	010 - 210601 -		250.00	151227	MANUAL
	# of Claims	1	Vendor Payment Total	250.00	
KECO INC					
343564	445 - 610700 -		239.75	150756	176336
C0093.015-S QUICK CONNECT UNIVERSAL SUCTION NOZZLE WITH SPLASH SHIELD FOR PIER S AT HARBOR					
	# of Claims	1	Vendor Payment Total	239.75	
KEELING CO					
343551	430 - 610600 -		1,049.62	150743	176068
41241 33-0-0 FERTILIZER FOR JONES PARK					
	# of Claims	1	Vendor Payment Total	1,049.62	
KEIONNA CAROLINE					
343467	010 - 505800 -		100.00	150661	MANUAL
	# of Claims	1	Vendor Payment Total	100.00	
KMART #9520					
343704	411 - 613400 -		619.15	150895	174881
ESTIMATE FOR CLEARANCE EASTER ITEMS FOR EGG HUNTS 2015					
	# of Claims	1	Vendor Payment Total	619.15	
KNESAL ENGINEERING SERVICES INC					
343711	357 - 621100 - 02788		3,145.00	150902	166744
ENGINEERING SERVICES - PHSE 8. SERVICES TO INCLUDE DEVELOPMENT OF CONSTRUCTION PLANS & TECHNICAL SPECIFICATIONS, MDOT PERMIT COORDINATION, CONSTRUCTION ADMINISTRATION, AND RPR AS APPROVED BY CITY COUNCIL ON 01-					
	# of Claims	1	Vendor Payment Total	3,145.00	

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
LAND SHAPER INC					
343528	815 - 614300 -		7,400.00	150721	176090
ASTM-610 LIMESTONE FOR THE ARROWHEAD DRIVE PROJECT					
-BID GROUP C1, C					
343528	815 - 614300 -		1,000.00	150721	176090
FILL SAND (DRY)					
343780	815 - 614300 -		7,770.00	150973	175858
LIMESTONE ASTM-610 FOR STOCK					
BID GROUP C1					
343780	311 - 614300 -		14,430.00	150973	175858
LIMESTONE ASTM-610 FOR STOCK					
BID GROUP C1					
344125	345 - 640100 - 02477		212.50	151315	176075
CLAY AND SAND MIX, 70% CLAY / 30% SAND TERM CONTRACT GROUP C, FOR FIRE STATION					
3 TRAINING PAD					
# of Claims		5	Vendor Payment Total	30,812.50	
LASER LABS, INC					
343532	213 - 610700 -		365.00	150725	176112
ITEM#100, TINT METER, MODEL 100					
# of Claims		1	Vendor Payment Total	365.00	
LEWIS J SHANK					
344025	145 - 620900 -		59.85	151215	MANUAL
# of Claims		1	Vendor Payment Total	59.85	
LEXISNEXIS					
344026	125 - 620900 -		588.00	151216	MANUAL
# of Claims		1	Vendor Payment Total	588.00	
LIFE INSURANCE COMPANY OF N.A. - CIGNA					
344131	415 - 602500 -		9.50	151321	176469
JULY 2014 LIFE INSURANCE PREMIUM/POLICY #FLX#963247 &					
OK964940					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
344131	511 - 602500 - 05300		9.50	151321	176469
JULY 2014 LIFE INSURANCE PREMIUM/POLICY #FLX#963247 & OK964940					
344131	425 - 602500 -		19.00	151321	176469
JULY 2014 LIFE INSURANCE PREMIUM/POLICY #FLX#963247 & OK964940					
344131	435 - 602500 -		19.00	151321	176469
JULY 2014 LIFE INSURANCE PREMIUM/POLICY #FLX#963247 & OK964940					
344131	437 - 602500 -		19.00	151321	176469
JULY 2014 LIFE INSURANCE PREMIUM/POLICY #FLX#963247 & OK964940					
344131	515 - 602500 - 73100		19.00	151321	176469
JULY 2014 LIFE INSURANCE PREMIUM/POLICY #FLX#963247 & OK964940					
344131	621 - 602500 -		19.00	151321	176469
JULY 2014 LIFE INSURANCE PREMIUM/POLICY #FLX#963247 & OK964940					
344131	111 - 602500 -		28.50	151321	176469
JULY 2014 LIFE INSURANCE PREMIUM/POLICY #FLX#963247 & OK964940					
344131	325 - 602500 -		47.50	151321	176469
JULY 2014 LIFE INSURANCE PREMIUM/POLICY #FLX#963247 & OK964940					
344131	445 - 602500 -		47.50	151321	176469
JULY 2014 LIFE INSURANCE PREMIUM/POLICY #FLX#963247 & OK964940					
344131	313 - 602500 -		66.50	151321	176469
JULY 2014 LIFE INSURANCE PREMIUM/POLICY #FLX#963247 & OK964940					
344131	135 - 602500 -		76.00	151321	176469
JULY 2014 LIFE INSURANCE PREMIUM/POLICY #FLX#963247 & OK964940					
344131	315 - 602500 -		76.00	151321	176469
JULY 2014 LIFE INSURANCE PREMIUM/POLICY #FLX#963247 & OK964940					
344131	335 - 602500 -		76.00	151321	176469
JULY 2014 LIFE INSURANCE PREMIUM/POLICY #FLX#963247 & OK964940					
344131	115 - 602500 -		85.50	151321	176469
JULY 2014 LIFE INSURANCE PREMIUM/POLICY #FLX#963247 & OK964940					
344131	430 - 602500 -		133.00	151321	176469
JULY 2014 LIFE INSURANCE PREMIUM/POLICY #FLX#963247 & OK964940					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
344131	811 - 602500 -		133.00	151321	176469
JULY 2014 LIFE INSURANCE PREMIUM/POLICY #FLX#963247 & OK964940					
344131	125 - 602500 -		161.50	151321	176469
JULY 2014 LIFE INSURANCE PREMIUM/POLICY #FLX#963247 & OK964940					
344131	611 - 602500 -		228.00	151321	176469
JULY 2014 LIFE INSURANCE PREMIUM/POLICY #FLX#963247 & OK964940					
344131	145 - 602500 -		285.00	151321	176469
JULY 2014 LIFE INSURANCE PREMIUM/POLICY #FLX#963247 & OK964940					
344131	411 - 602500 -		323.00	151321	176469
JULY 2014 LIFE INSURANCE PREMIUM/POLICY #FLX#963247 & OK964940					
344131	290 - 602500 -		1,453.50	151321	176469
JULY 2014 LIFE INSURANCE PREMIUM/POLICY #FLX#963247 & OK964940					
344131	213 - 602500 -		1,871.50	151321	176469
JULY 2014 LIFE INSURANCE PREMIUM/POLICY #FLX#963247 & OK964940					
# of Claims			23	Vendor Payment Total	5,206.00
LINDA B DUBOSE					
343797	611 - 625500 -		54.50	150988	176378
ABSTRACT FOR GOODWIN					
# of Claims			1	Vendor Payment Total	54.50
LORETTA YOUNG					
343340	010 - 505800 -		200.00	150536	MANUAL
# of Claims			1	Vendor Payment Total	200.00
LOUIS SMITH WELDING					
343749	335 - 612200 -		225.00	150941	176210
LABOR TO FABRICATE AND INSTALL NEW CUTTING EDGE ON BUCKET ON ID 3561					
343749	335 - 612200 -		75.00	150941	176210
MATERIALS TO FABRICATE CUTTING EDGE					

Vendor	Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
	Item Description					
		# of Claims	2	Vendor Payment Total	300.00	
LOWES OF GULFPORT MS 466						
	343605	411 - 610700 -		94.98	150829	176055
	563708	MISSION ENDURACOO	MULTI COOL TOWEL FOR PARKS, BEAUTIFICATION, GOLF COURSE, SPORTSPLEX MAINTENANCE			
	343605	437 - 610700 -		94.99	150829	176055
	563708	MISSION ENDURACOO	MULTI COOL TOWEL FOR PARKS, BEAUTIFICATION, GOLF COURSE, SPORTSPLEX MAINTENANCE			
	343605	430 - 610600 -		265.55	150829	176055
	563708	MISSION ENDURACOO	MULTI COOL TOWEL FOR PARKS, BEAUTIFICATION, GOLF COURSE, SPORTSPLEX MAINTENANCE			
	343608	290 - 611000 -		3.28	150856	174517
	104023	2" TRIM SYNTHETIC PAINT BRUSH				
	343608	290 - 611000 -		7.38	150856	174517
	170294	MINWAX WOOD FINISH PINE OIL WOOD STAIN				
	343608	290 - 611000 -		135.39	150856	174517
	198528	BRAINERD METAL GARMENT HOOK				
	343608	290 - 611000 -		7.45	150856	174517
	315906	BUILDEX 7" X 1/4" SDS DRILL BIT				
	343608	290 - 611000 -		51.16	150856	174517
	325802	STYLE SELECTIONS 10/PACK WOOD HANGERS				
	343608	290 - 611000 -		10.43	150856	174517
	326631	BLUE HAWK 100/PACK 8-10 X 1 1/4 PLASTIC ANCHOR KIT				
	343608	290 - 611000 -		17.38	150856	174517
	4510	1X4X8 SPRUCE PINE FURRING STRIP FOR GEAR LOCKER				
	343608	290 - 611000 -		5.66	150856	174517
	470323	GATOR 25/PACK 120 GRIT 4.5" SANDING SHEETS SANDPAPER				
	343690	445 - 610700 -		99.36	150881	174264
	OPEN P/O FOR HARBOR	NUTS, BOLTS, BULBS, PHOTO CELLS, TOOLS, TAPE ETC				
	343694	815 - 616700 -		20.00	150885	175590
	ITEM #13561	INSULATION, FIBERGLASS, R-30 MATERIALS TO COMPLETE ELECTRICAL OFFICE AND STORAGE.				
	343695	815 - 616700 -		20.00	150886	175590
	ITEM #13561	INSULATION, FIBERGLASS, R-30 MATERIALS TO COMPLETE ELECTRICAL OFFICE AND STORAGE.				
	343696	815 - 616700 -		20.00	150887	175590
	ITEM #13561	INSULATION, FIBERGLASS, R-30 MATERIALS TO COMPLETE ELECTRICAL OFFICE AND STORAGE.				
	343708	430 - 610600 -		8.53	150899	176285

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
		OPEN P/O FOR BEAUTIFICATION DEPT CAUTION TAPE, WORK GLOVES, PRUNERS, MARKING FLAGS, HARDWARE ETC			
343712	437 - 610700 -		38.04	150903	172261
		OPEN P/O FOR GOLF COURSE MISC ITEMS AS NEEDED. NUTS, BOLTS, HOSE, PLANTS, SCREWS, CLAMPS, ETC			
343716	290 - 610700 -		37.02	150907	174576
		BLANKET PURCHASE ORDER FOR MATERIALS AND PARTS, NOT FOR MAJOR PROJECTS			
343717	290 - 610700 -		8.40	150908	174576
		BLANKET PURCHASE ORDER FOR MATERIALS AND PARTS, NOT FOR MAJOR PROJECTS			
343727	290 - 612200 -		4.46	150918	175393
		#27335 - COMPRESSION T			
343727	290 - 612200 -		7.55	150918	175393
		#440364 - VINYL TUBING, 3/8 X 1/4 X 20'			
343727	290 - 612200 -		10.29	150918	175393
		#443029 - VINYL TUBING, 1/2 X 3/8 20'			
343727	290 - 612200 -		9.61	150918	175393
		#70132 - 1/3 X 3/8 CONNETOR			
343727	290 - 612200 -		3.92	150918	175393
		#74468 - 3/8 X 1/4 CONNETOR			
343727	290 - 612200 -		5.21	150918	175393
		#77628 - 3/8 BARB X 3/8 CONNETOR			
343729	145 - 612200 -		13.32	150920	174884
		ITEM #388031 GLUE FOR TILE REPLACEMENT IN COUNCIL CHAMBER.			
343732	437 - 610700 -		37.98	150923	172261
		OPEN P/O FOR GOLF COURSE MISC ITEMS AS NEEDED. NUTS, BOLTS, HOSE, PLANTS, SCREWS, CLAMPS, ETC			
343736	290 - 611000 -		63.13	150927	176069
		1054 3/4 X 5 1/2 X 8 RED OAK WOOD			
343736	290 - 611000 -		28.22	150927	176069
		1078 3/4 X 1 1/2 X 8 PPLR			
343736	290 - 611000 -		25.73	150927	176069
		1209 1X3X8 SELECT PINE			
343736	290 - 611000 -		63.73	150927	176069
		12229 23/32 BC PINIE EXTERIOR			
343736	290 - 611000 -		47.11	150927	176069
		202760 TREATED PLYWOOD 1/2 X 4 X 8 FOR OFFICE SPACE AT FIRE STATION 12; FIREMEN ARE TO PROVIDE THE LABOR			
343736	290 - 611000 -		7.25	150927	176069
		252831 1000CT 1 1/4 STEEL BRADS			
343736	290 - 611000 -		21.05	150927	176069
		28349 1X4X12 TOP CHOICE WHITEWOOD			

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Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
343736	290 - 611000 -		28.28	150927	176069
323974	5LB #9 3" EXTERIOR SCREWS				
343736	290 - 611000 -		46.68	150927	176069
444958	4X4X10 TREATED #2 GRADE				
343736	290 - 611000 -		21.34	150927	176069
489060	2X4X8 TREATED #2 PRIME				
343736	290 - 611000 -		10.90	150927	176069
56027	BH SP SHEETERS SCREWS 10X3 20CT				
343737	415 - 611000 -		36.11	150928	174063
OPEN P/O FOR SUPPLIES AS NEEDED FOR CENTERS AND BUILDINGS NUTS, BOLTS, SCREWS, ELECTRICAL ITEMS, PIPE, ETC					
343768	213 - 611300 -		11.40	150959	175593
BLANKET P.O. FOR SUPPLIES FOR 8TH AVE. POLICE BUILDING					
343769	213 - 611300 -		320.14	150960	175593
BLANKET P.O. FOR SUPPLIES FOR 8TH AVE. POLICE BUILDING					
343771	213 - 611300 -		245.63	150962	175593
BLANKET P.O. FOR SUPPLIES FOR 8TH AVE. POLICE BUILDING					
343794	213 - 610700 -		607.76	150985	176340
ITEM #54922 FRIGIDAIRE 20.6 CU. FT. UPRIGHT FREEZER, ITEM #54922 LFFH21F7HW 04628093000P MODEL # 54922 THIRD FLOOR MUNICIPAL COMPLEX, 5405-530000118469 CC					
344001	315 - 610700 -		8.69	151191	172813
BLANKET PO FOR WATERLINE, LIFTSTATION, TRAFFIC, ENGINEERING, STREETS AND DRAINAGE SUPPLIES NOT BE USED FOR MAJOR PROJECTS.					
344001	325 - 610700 -		8.69	151191	172813
BLANKET PO FOR WATERLINE, LIFTSTATION, TRAFFIC, ENGINEERING, STREETS AND DRAINAGE SUPPLIES NOT BE USED FOR MAJOR PROJECTS.					
344001	815 - 616700 -		13.03	151191	172813
BLANKET PO FOR WATERLINE, LIFTSTATION, TRAFFIC, ENGINEERING, STREETS AND DRAINAGE SUPPLIES NOT BE USED FOR MAJOR PROJECTS.					
344001	311 - 610700 -		21.72	151191	172813
BLANKET PO FOR WATERLINE, LIFTSTATION, TRAFFIC, ENGINEERING, STREETS AND DRAINAGE SUPPLIES NOT BE USED FOR MAJOR PROJECTS.					
344001	825 - 610700 -		21.72	151191	172813
BLANKET PO FOR WATERLINE, LIFTSTATION, TRAFFIC, ENGINEERING, STREETS AND DRAINAGE SUPPLIES NOT BE USED FOR MAJOR PROJECTS.					
344051	290 - 610700 -		10.56	151241	174576
BLANKET PURCHASE ORDER FOR MATERIALS AND PARTS, NOT FOR MAJOR PROJECTS					
344052	290 - 610700 -		6.60	151242	174576
BLANKET PURCHASE ORDER FOR MATERIALS AND PARTS, NOT FOR MAJOR PROJECTS					
344053	290 - 610700 -		8.40	151243	174576
BLANKET PURCHASE ORDER FOR MATERIALS AND PARTS, NOT FOR MAJOR PROJECTS					
344054	290 - 610700 -		32.26	151244	174576

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Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
344055	290 - 610700 -	BLANKET PURCHASE ORDER FOR MATERIALS AND PARTS, NOT FOR MAJOR PROJECTS	25.63	151245	174576
344056	290 - 610700 -	BLANKET PURCHASE ORDER FOR MATERIALS AND PARTS, NOT FOR MAJOR PROJECTS	28.44	151246	174576
344057	290 - 610700 -	BLANKET PURCHASE ORDER FOR MATERIALS AND PARTS, NOT FOR MAJOR PROJECTS	45.02	151247	174576
344075	290 - 610700 -	BLANKET PURCHASE ORDER FOR MATERIALS AND PARTS, NOT FOR MAJOR PROJECTS	284.05	151265	176220
344080	445 - 610700 -	416732 UTILITECH PRO 42" 2 SPEED HIGH VELOCITY FAN FOR STATION 8	115.99	151270	174264
344088	430 - 610600 -	OPEN P/O FOR HARBOR NUTS, BOLTS, BULBS, PHOTO CELLS, TOOLS, TAPE ETC	76.18	151278	176285
344146	445 - 612200 -	OPEN P/O FOR BEAUTIFICATION DEPT CAUTION TAPE, WORK GLOVES, PRUNERS, MARKING FLAGS, HARDWARE ETC	37.51	151336	173596
344147	445 - 612200 -	OPEN P/O FOR HARBOR FOR MISC ITEMS AS NEEDED NUTS, BOLTS, SCREWS, PVP FITTINGS, SCREWS, ETC	30.72	151337	173596
344148	445 - 612200 -	OPEN P/O FOR HARBOR FOR MISC ITEMS AS NEEDED NUTS, BOLTS, SCREWS, PVP FITTINGS, SCREWS, ETC	13.64	151338	173596
344149	445 - 612200 -	OPEN P/O FOR HARBOR FOR MISC ITEMS AS NEEDED NUTS, BOLTS, SCREWS, PVP FITTINGS, SCREWS, ETC	21.98	151339	173596
344150	290 - 610700 -	OPEN P/O FOR HARBOR FOR MISC ITEMS AS NEEDED NUTS, BOLTS, SCREWS, PVP FITTINGS, SCREWS, ETC	113.05	151340	174576
344151	290 - 610700 -	BLANKET PURCHASE ORDER FOR MATERIALS AND PARTS, NOT FOR MAJOR PROJECTS	9.28	151341	174576
344152	290 - 610700 -	BLANKET PURCHASE ORDER FOR MATERIALS AND PARTS, NOT FOR MAJOR PROJECTS	72.80	151342	174576
344153	290 - 610700 -	BLANKET PURCHASE ORDER FOR MATERIALS AND PARTS, NOT FOR MAJOR PROJECTS	112.94	151343	174576
344166	213 - 614900 -	BLANKET PURCHASE ORDER FOR MATERIALS AND PARTS, NOT FOR MAJOR PROJECTS	68.23	151356	175312
344167	213 - 614900 -	BLANKET P.O. FOR SUPPLIES FOR 8TH AVE. POLICE BUILDING	264.64	151357	175312
344168	213 - 614900 -	BLANKET P.O. FOR SUPPLIES FOR 8TH AVE. POLICE BUILDING	95.25	151358	175312
344169	213 - 614900 -	BLANKET P.O. FOR SUPPLIES FOR 8TH AVE. POLICE BUILDING	20.33	151359	175312
		BLANKET P.O. FOR SUPPLIES FOR 8TH AVE. POLICE BUILDING			

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Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
344170	213 - 614900 -	BLANKET P.O. FOR SUPPLIES FOR 8TH AVE. POLICE BUILDING	213.87	151360	175312
344172	445 - 610700 -	OPEN P/O FOR HARBOR NUTS, BOLTS, BULBS, PHOTO CELLS, TOOLS, TAPE ETC	69.02	151362	174264
344191	315 - 610700 -	BLANKET PO FOR WATERLINE, LIFTSTATION, TRAFFIC, ENGINEERING, STREETS AND DRAINAGE SUPPLIES NOT BE USED FOR MAJOR PROJECTS.	2.35	151381	172813
344191	325 - 610700 -	BLANKET PO FOR WATERLINE, LIFTSTATION, TRAFFIC, ENGINEERING, STREETS AND DRAINAGE SUPPLIES NOT BE USED FOR MAJOR PROJECTS.	2.35	151381	172813
344191	815 - 616700 -	BLANKET PO FOR WATERLINE, LIFTSTATION, TRAFFIC, ENGINEERING, STREETS AND DRAINAGE SUPPLIES NOT BE USED FOR MAJOR PROJECTS.	3.53	151381	172813
344191	825 - 610700 -	BLANKET PO FOR WATERLINE, LIFTSTATION, TRAFFIC, ENGINEERING, STREETS AND DRAINAGE SUPPLIES NOT BE USED FOR MAJOR PROJECTS.	5.88	151381	172813
344191	311 - 610700 -	BLANKET PO FOR WATERLINE, LIFTSTATION, TRAFFIC, ENGINEERING, STREETS AND DRAINAGE SUPPLIES NOT BE USED FOR MAJOR PROJECTS.	5.89	151381	172813
344194	276 - 630100 -	1" X 10' BLACK PIPE, #313571	79.04	151384	174298
344194	276 - 630100 -	1" X 5' BLACK PIPE, #71477	17.79	151384	174298
344195	276 - 630100 -	1" COUPLING, #75607	23.60	151385	174298
344195	276 - 630100 -	1" COUPLING, #75607	23.60	151385	174298
344195	276 - 630100 -	1" X 1/2" BUSHING, #19099	1.96	151385	174298
344195	276 - 630100 -	1" X 3" BLACK PIPE, #12115	3.26	151385	174298
344195	276 - 630100 -	1" X 3' BLACK PIPE, #71455	26.48	151385	174298
344195	276 - 630100 -	1" X 4' BLACK PIPE, #71470	32.56	151385	174298
344195	276 - 630100 -	1" X 5' BLACK PIPE, #71477	19.77	151385	174298
344195	276 - 630100 -	1" X 6" BLACK PIPE, #19768	5.04	151385	174298
344195	276 - 630100 -	90 DEGREE, #77967	22.75	151385	174298
344196	276 - 630100 -		8.45	151386	174298

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Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
1" TEE, #73063					
	# of Claims	89	Vendor Payment Total	4,756.34	
LUCAS WALKER					
344004	010 - 210601 -		1,800.00	151194	MANUAL
	# of Claims	1	Vendor Payment Total	1,800.00	
LUCILLE MORGAN					
343574	611 - 620900 -		140.00	150766	176419
TRANSCRIPTS OF PLANNING COMMISSION MEETING 05/22/2014					
IN RE: CASE FILE #1405PC020					
	# of Claims	1	Vendor Payment Total	140.00	
LUKE D WILSON					
343714	135 - 620900 -		2,358.75	150905	176423
FEES INCURRED IN PROSECUTOR'S OFFICE (PART-TIME), INVOICE NO.194, FOR SERVICES					
RENDERED MAY 28- JULY 1, 2014, COUNCIL APPROVED OCT. 22, 2013.					
	# of Claims	1	Vendor Payment Total	2,358.75	
LYLE MACHINERY					
343518	335 - 612200 -		118.83	150711	176317
BATTERY W/ACID P/N B6670251					
343843	335 - 611300 -		25.45	151034	176288
PIN FLEX P/N 6737326 ID# 3561					
343843	335 - 611300 -		43.60	151034	176288
TOOTH BUCKET P/N 6737325 ID# 3561					
	# of Claims	3	Vendor Payment Total	187.88	
M J DONOVAN ENTERPRISES					
343270	213 - 611300 -		557.04	150466	175378
BLANKET PURCHASE ORDER FOR VEHICLE DECALS ON POLICE VEHICLES					
	# of Claims	1	Vendor Payment Total	557.04	

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Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
M LEE SMITH PUBLISHERS LLC					
343862	145 - 621900 -		397.00	151053	176343
ONE YEAR SUBSCRIPTION FOR CHERYL MILLENDER TO THE MISSISSIPPI EMPLOYMENT LAW LETTER FOR THE PERIOD OF JULY 2014 TO JUNE 2015					
# of Claims		1	Vendor Payment Total	397.00	
M2 MEDIA CORP					
343496	445 - 626100 -		150.00	150690	173051
MONTHLY AD IN SOUTH MISSISSIPPI LIVING MAGAZINE FOR HARBOR					
# of Claims		1	Vendor Payment Total	150.00	
MARCUS MONROE					
343867	611 - 625500 -		3.38	151058	176358
0710I-04-016.000 EDWARDS EST. LOT CLEAN UP					
343867	611 - 625500 -		4.40	151058	176358
0710I-04-078.000 LOT CLEAN					
343867	611 - 625500 -		3.46	151058	176358
07110-03-071.000 KOSKAN LOT CLEAN UP					
343867	611 - 625500 -		3.38	151058	176358
0711H-04-029.000 LOT CLEAN UP MIDDLE COUNCIL APPROVED 7/17/04					
343867	611 - 625500 -		5.11	151058	176358
0711N-02-085.000 BOND TRUSTEE LOT CLEAN UP					
343867	611 - 625500 -		2.67	151058	176358
0711O-04-022.000 DAHAN LOT CLEAN UP					
343867	611 - 625500 -		2.36	151058	176358
0711O-04-090.000 PEPE LOT CLEAN UP					
343867	611 - 625500 -		2.75	151058	176358
0711O-04-096.000 PEPE LOT CLEAN UP					
343867	611 - 625500 -		3.14	151058	176358
0808A-01-009.28 MASON TREND LOT CLEAN UP					
343867	611 - 625500 -		5.82	151058	176358
0808I-03-168.000 CLIFFORD, SR EST LOT CLEAN UP					
343867	611 - 625500 -		3.46	151058	176358
0810N-01-041.000 GREEN LOT CLEAN UP					
343867	611 - 625500 -		3.07	151058	176358
0811E-04-023.000 LOT CLEAN UP STELLAR RESOURCES					

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Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
343868	611 - 625500 -		3.07	151059	176358
0710I-04-016.000	EDWARDS EST. LOT CLEAN UP				
343868	611 - 625500 -		3.99	151059	176358
0710I-04-078.000	LOT CLEAN				
343868	611 - 625500 -		3.14	151059	176358
07110-03-071.000	KOSKAN LOT CLEAN UP				
343868	611 - 625500 -		3.07	151059	176358
0711H-04-029.000	LOT CLEAN UP MIDDLE COUNCIL APPROVED 7/17/04				
343868	611 - 625500 -		4.63	151059	176358
0711N-02-085.000	BOND TRUSTEE LOT CLEAN UP				
343868	611 - 625500 -		2.42	151059	176358
0711O-04-022.000	DAHAN LOT CLEAN UP				
343868	611 - 625500 -		2.14	151059	176358
0711O-04-090.000	PEPE LOT CLEAN UP				
343868	611 - 625500 -		2.50	151059	176358
0711O-04-096.000	PEPE LOT CLEAN UP				
343868	611 - 625500 -		2.84	151059	176358
0808A-01-009.28	MASON TREND LOT CLEAN UP				
343868	611 - 625500 -		5.28	151059	176358
0808I-03-168.000	CLIFFORD, SR EST LOT CLEAN UP				
343868	611 - 625500 -		3.14	151059	176358
0810N-01-041.000	GREEN LOT CLEAN UP				
343868	611 - 625500 -		2.78	151059	176358
0811E-04-023.000	LOT CLEAN UP STELLAR RESOURCES				
343869	611 - 625500 -		4.40	151060	176358
0710I-04-016.000	EDWARDS EST. LOT CLEAN UP				
343869	611 - 625500 -		5.73	151060	176358
0710I-04-078.000	LOT CLEAN				
343869	611 - 625500 -		4.50	151060	176358
07110-03-071.000	KOSKAN LOT CLEAN UP				
343869	611 - 625500 -		4.40	151060	176358
0711H-04-029.000	LOT CLEAN UP MIDDLE COUNCIL APPROVED 7/17/04				
343869	611 - 625500 -		6.65	151060	176358
0711N-02-085.000	BOND TRUSTEE LOT CLEAN UP				
343869	611 - 625500 -		3.48	151060	176358
0711O-04-022.000	DAHAN LOT CLEAN UP				
343869	611 - 625500 -		3.07	151060	176358
0711O-04-090.000	PEPE LOT CLEAN UP				
343869	611 - 625500 -		3.58	151060	176358
0711O-04-096.000	PEPE LOT CLEAN UP				

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Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
343869	611 - 625500 -		4.12	151060	176358
0808A-01-009.28	MASON TREND LOT CLEAN UP				
343869	611 - 625500 -		7.58	151060	176358
0808I-03-168.000	CLIFFORD, SR EST LOT CLEAN UP				
343869	611 - 625500 -		4.50	151060	176358
0810N-01-041.000	GREEN LOT CLEAN UP				
343869	611 - 625500 -		3.99	151060	176358
0811E-04-023.000	LOT CLEAN UP STELLAR RESOURCES				
343870	611 - 625500 -		3.38	151061	176358
0710I-04-016.000	EDWARDS EST. LOT CLEAN UP				
343870	611 - 625500 -		4.40	151061	176358
0710I-04-078.000	LOT CLEAN				
343870	611 - 625500 -		3.46	151061	176358
07110-03-071.000	KOSKAN LOT CLEAN UP				
343870	611 - 625500 -		3.38	151061	176358
0711H-04-029.000	LOT CLEAN UP MIDDLE COUNCIL APPROVED 7/17/04				
343870	611 - 625500 -		5.11	151061	176358
0711N-02-085.000	BOND TRUSTEE LOT CLEAN UP				
343870	611 - 625500 -		2.67	151061	176358
0711O-04-022.000	DAHAN LOT CLEAN UP				
343870	611 - 625500 -		2.36	151061	176358
0711O-04-090.000	PEPE LOT CLEAN UP				
343870	611 - 625500 -		2.75	151061	176358
0711O-04-096.000	PEPE LOT CLEAN UP				
343870	611 - 625500 -		3.14	151061	176358
0808A-01-009.28	MASON TREND LOT CLEAN UP				
343870	611 - 625500 -		5.82	151061	176358
0808I-03-168.000	CLIFFORD, SR EST LOT CLEAN UP				
343870	611 - 625500 -		3.46	151061	176358
0810N-01-041.000	GREEN LOT CLEAN UP				
343870	611 - 625500 -		3.07	151061	176358
0811E-04-023.000	LOT CLEAN UP STELLAR RESOURCES				
343871	611 - 625500 -		3.46	151062	176358
0710I-04-016.000	EDWARDS EST. LOT CLEAN UP				
343871	611 - 625500 -		4.50	151062	176358
0710I-04-078.000	LOT CLEAN				
343871	611 - 625500 -		3.54	151062	176358
07110-03-071.000	KOSKAN LOT CLEAN UP				
343871	611 - 625500 -		3.46	151062	176358
0711H-04-029.000	LOT CLEAN UP MIDDLE COUNCIL APPROVED 7/17/04				

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Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
343871	611 - 625500 -		5.23	151062	176358
0711N-02-085.000 BOND TRUSTEE LOT CLEAN UP					
343871	611 - 625500 -		2.73	151062	176358
0711O-04-022.000 DAHAN LOT CLEAN UP					
343871	611 - 625500 -		2.41	151062	176358
0711O-04-090.000 PEPE LOT CLEAN UP					
343871	611 - 625500 -		2.82	151062	176358
0711O-04-096.000 PEPE LOT CLEAN UP					
343871	611 - 625500 -		3.22	151062	176358
0808A-01-009.28 MASON TREND LOT CLEAN UP					
343871	611 - 625500 -		5.95	151062	176358
0808I-03-168.000 CLIFFORD, SR EST LOT CLEAN UP					
343871	611 - 625500 -		3.54	151062	176358
0810N-01-041.000 GREEN LOT CLEAN UP					
343871	611 - 625500 -		3.14	151062	176358
0811E-04-023.000 LOT CLEAN UP STELLAR RESOURCES					
343872	611 - 625500 -		2.67	151063	176358
0710I-04-016.000 EDWARDS EST. LOT CLEAN UP					
343872	611 - 625500 -		3.48	151063	176358
0710I-04-078.000 LOT CLEAN					
343872	611 - 625500 -		2.73	151063	176358
0711O-03-071.000 KOSKAN LOT CLEAN UP					
343872	611 - 625500 -		2.67	151063	176358
0711H-04-029.000 LOT CLEAN UP MIDDLE COUNCIL APPROVED 7/17/04					
343872	611 - 625500 -		4.04	151063	176358
0711N-02-085.000 BOND TRUSTEE LOT CLEAN UP					
343872	611 - 625500 -		2.11	151063	176358
0711O-04-022.000 DAHAN LOT CLEAN UP					
343872	611 - 625500 -		1.86	151063	176358
0711O-04-090.000 PEPE LOT CLEAN UP					
343872	611 - 625500 -		2.18	151063	176358
0711O-04-096.000 PEPE LOT CLEAN UP					
343872	611 - 625500 -		2.51	151063	176358
0808A-01-009.28 MASON TREND LOT CLEAN UP					
343872	611 - 625500 -		4.60	151063	176358
0808I-03-168.000 CLIFFORD, SR EST LOT CLEAN UP					
343872	611 - 625500 -		2.73	151063	176358
0810N-01-041.000 GREEN LOT CLEAN UP					
343872	611 - 625500 -		2.42	151063	176358
0811E-04-023.000 LOT CLEAN UP STELLAR RESOURCES					

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Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
343873	611 - 625500 -		2.75	151064	176358
0710I-04-016.000	EDWARDS EST. LOT CLEAN UP				
343873	611 - 625500 -		3.58	151064	176358
0710I-04-078.000	LOT CLEAN				
343873	611 - 625500 -		2.82	151064	176358
07110-03-071.000	KOSKAN LOT CLEAN UP				
343873	611 - 625500 -		2.75	151064	176358
0711H-04-029.000	LOT CLEAN UP MIDDLE COUNCIL APPROVED 7/17/04				
343873	611 - 625500 -		4.16	151064	176358
0711N-02-085.000	BOND TRUSTEE LOT CLEAN UP				
343873	611 - 625500 -		2.18	151064	176358
0711O-04-022.000	DAHAN LOT CLEAN UP				
343873	611 - 625500 -		1.92	151064	176358
0711O-04-090.000	PEPE LOT CLEAN UP				
343873	611 - 625500 -		2.24	151064	176358
0711O-04-096.000	PEPE LOT CLEAN UP				
343873	611 - 625500 -		2.55	151064	176358
0808A-01-009.28	MASON TREND LOT CLEAN UP				
343873	611 - 625500 -		4.73	151064	176358
0808I-03-168.000	CLIFFORD, SR EST LOT CLEAN UP				
343873	611 - 625500 -		2.82	151064	176358
0810N-01-041.000	GREEN LOT CLEAN UP				
343873	611 - 625500 -		2.50	151064	176358
0811E-04-023.000	LOT CLEAN UP STELLAR RESOURCES				
343874	611 - 625500 -		2.36	151065	176358
0710I-04-016.000	EDWARDS EST. LOT CLEAN UP				
343874	611 - 625500 -		3.07	151065	176358
0710I-04-078.000	LOT CLEAN				
343874	611 - 625500 -		2.41	151065	176358
07110-03-071.000	KOSKAN LOT CLEAN UP				
343874	611 - 625500 -		2.36	151065	176358
0711H-04-029.000	LOT CLEAN UP MIDDLE COUNCIL APPROVED 7/17/04				
343874	611 - 625500 -		3.56	151065	176358
0711N-02-085.000	BOND TRUSTEE LOT CLEAN UP				
343874	611 - 625500 -		1.86	151065	176358
0711O-04-022.000	DAHAN LOT CLEAN UP				
343874	611 - 625500 -		1.65	151065	176358
0711O-04-090.000	PEPE LOT CLEAN UP				
343874	611 - 625500 -		1.92	151065	176358
0711O-04-096.000	PEPE LOT CLEAN UP				

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Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
343874	611 - 625500 -		2.20	151065	176358
0808A-01-009.28	MASON TREND LOT CLEAN UP				
343874	611 - 625500 -		4.06	151065	176358
0808I-03-168.000	CLIFFORD, SR EST LOT CLEAN UP				
343874	611 - 625500 -		2.41	151065	176358
0810N-01-041.000	GREEN LOT CLEAN UP				
343874	611 - 625500 -		2.14	151065	176358
0811E-04-023.000	LOT CLEAN UP STELLAR RESOURCES				
343875	611 - 625500 -		5.11	151066	176358
0710I-04-016.000	EDWARDS EST. LOT CLEAN UP				
343875	611 - 625500 -		6.65	151066	176358
0710I-04-078.000	LOT CLEAN				
343875	611 - 625500 -		5.23	151066	176358
07110-03-071.000	KOSKAN LOT CLEAN UP				
343875	611 - 625500 -		5.11	151066	176358
0711H-04-029.000	LOT CLEAN UP MIDDLE COUNCIL APPROVED 7/17/04				
343875	611 - 625500 -		7.72	151066	176358
0711N-02-085.000	BOND TRUSTEE LOT CLEAN UP				
343875	611 - 625500 -		4.04	151066	176358
0711O-04-022.000	DAHAN LOT CLEAN UP				
343875	611 - 625500 -		3.56	151066	176358
0711O-04-090.000	PEPE LOT CLEAN UP				
343875	611 - 625500 -		4.16	151066	176358
0711O-04-096.000	PEPE LOT CLEAN UP				
343875	611 - 625500 -		4.77	151066	176358
0808A-01-009.28	MASON TREND LOT CLEAN UP				
343875	611 - 625500 -		8.79	151066	176358
0808I-03-168.000	CLIFFORD, SR EST LOT CLEAN UP				
343875	611 - 625500 -		5.23	151066	176358
0810N-01-041.000	GREEN LOT CLEAN UP				
343875	611 - 625500 -		4.63	151066	176358
0811E-04-023.000	LOT CLEAN UP STELLAR RESOURCES				
343876	611 - 625500 -		3.46	151067	176358
0710I-04-016.000	EDWARDS EST. LOT CLEAN UP				
343876	611 - 625500 -		4.50	151067	176358
0710I-04-078.000	LOT CLEAN				
343876	611 - 625500 -		3.54	151067	176358
07110-03-071.000	KOSKAN LOT CLEAN UP				
343876	611 - 625500 -		3.46	151067	176358
0711H-04-029.000	LOT CLEAN UP MIDDLE COUNCIL APPROVED 7/17/04				

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Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
343876	611 - 625500 -		5.23	151067	176358
0711N-02-085.000 BOND TRUSTEE LOT CLEAN UP					
343876	611 - 625500 -		2.73	151067	176358
0711O-04-022.000 DAHAN LOT CLEAN UP					
343876	611 - 625500 -		2.41	151067	176358
0711O-04-090.000 PEPE LOT CLEAN UP					
343876	611 - 625500 -		2.82	151067	176358
0711O-04-096.000 PEPE LOT CLEAN UP					
343876	611 - 625500 -		3.22	151067	176358
0808A-01-009.28 MASON TREND LOT CLEAN UP					
343876	611 - 625500 -		5.95	151067	176358
0808I-03-168.000 CLIFFORD, SR EST LOT CLEAN UP					
343876	611 - 625500 -		3.54	151067	176358
0810N-01-041.000 GREEN LOT CLEAN UP					
343876	611 - 625500 -		3.14	151067	176358
0811E-04-023.000 LOT CLEAN UP STELLAR RESOURCES					
343877	611 - 625500 -		5.82	151068	176358
0710I-04-016.000 EDWARDS EST. LOT CLEAN UP					
343877	611 - 625500 -		7.58	151068	176358
0710I-04-078.000 LOT CLEAN					
343877	611 - 625500 -		5.95	151068	176358
0711O-03-071.000 KOSKAN LOT CLEAN UP					
343877	611 - 625500 -		5.82	151068	176358
0711H-04-029.000 LOT CLEAN UP MIDDLE COUNCIL APPROVED 7/17/04					
343877	611 - 625500 -		8.79	151068	176358
0711N-02-085.000 BOND TRUSTEE LOT CLEAN UP					
343877	611 - 625500 -		4.60	151068	176358
0711O-04-022.000 DAHAN LOT CLEAN UP					
343877	611 - 625500 -		4.06	151068	176358
0711O-04-090.000 PEPE LOT CLEAN UP					
343877	611 - 625500 -		4.73	151068	176358
0711O-04-096.000 PEPE LOT CLEAN UP					
343877	611 - 625500 -		5.41	151068	176358
0808A-01-009.28 MASON TREND LOT CLEAN UP					
343877	611 - 625500 -		10.01	151068	176358
0808I-03-168.000 CLIFFORD, SR EST LOT CLEAN UP					
343877	611 - 625500 -		5.95	151068	176358
0810N-01-041.000 GREEN LOT CLEAN UP					
343877	611 - 625500 -		5.28	151068	176358
0811E-04-023.000 LOT CLEAN UP STELLAR RESOURCES					

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Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
343878	611 - 625500 -		3.14	151069	176358
0710I-04-016.000	EDWARDS EST. LOT CLEAN UP				
343878	611 - 625500 -		4.10	151069	176358
0710I-04-078.000	LOT CLEAN				
343878	611 - 625500 -		3.22	151069	176358
07110-03-071.000	KOSKAN LOT CLEAN UP				
343878	611 - 625500 -		3.14	151069	176358
0711H-04-029.000	LOT CLEAN UP MIDDLE COUNCIL APPROVED 7/17/04				
343878	611 - 625500 -		4.75	151069	176358
0711N-02-085.000	BOND TRUSTEE LOT CLEAN UP				
343878	611 - 625500 -		2.49	151069	176358
0711O-04-022.000	DAHAN LOT CLEAN UP				
343878	611 - 625500 -		2.19	151069	176358
0711O-04-090.000	PEPE LOT CLEAN UP				
343878	611 - 625500 -		2.56	151069	176358
0711O-04-096.000	PEPE LOT CLEAN UP				
343878	611 - 625500 -		2.93	151069	176358
0808A-01-009.28	MASON TREND LOT CLEAN UP				
343878	611 - 625500 -		5.41	151069	176358
0808I-03-168.000	CLIFFORD, SR EST LOT CLEAN UP				
343878	611 - 625500 -		3.22	151069	176358
0810N-01-041.000	GREEN LOT CLEAN UP				
343878	611 - 625500 -		2.85	151069	176358
0811E-04-023.000	LOT CLEAN UP STELLAR RESOURCES				
		# of Claims	144	Vendor Payment Total	547.00
MARVIN BOYKIN					
344200	010 - 505800 -		100.00	151390	MANUAL
		# of Claims	1	Vendor Payment Total	100.00
MARVIN WASHINGTON					
343348	010 - 505800 -		100.00	150544	MANUAL
		# of Claims	1	Vendor Payment Total	100.00

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Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
MAXIMUM AUTO PARTS & SUPPLY INC					
343286	213 - 611300 -		2.52	150482	175150
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
343287	213 - 611300 -		587.00	150483	175150
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
343288	213 - 611300 -		66.36	150484	175150
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
343289	213 - 611300 -		3.52	150485	175150
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
343290	213 - 611300 -		16.33	150486	175150
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
343291	213 - 611300 -		69.70	150487	175150
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
343292	213 - 611300 -		282.76	150488	175150
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
343293	213 - 611300 -		315.16	150489	175150
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
343294	213 - 611300 -		58.32	150490	175150
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
343295	213 - 611300 -		15.87	150491	175150
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
343296	213 - 611300 -		2.52	150492	175150
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
343311	437 - 610700 -		3.54	150507	175103
BLANKET PO FOR PARTS, HOSE, CLAMPS, OIL, ETC FOR GOLF COURSE					
343579	335 - 611300 -		229.32	150771	175546
BLANKET PURCHASE ORDER FOR MAY AND JUNE 2014					
343580	335 - 611300 -		4.52	150772	175546
BLANKET PURCHASE ORDER FOR MAY AND JUNE 2014					
343581	335 - 611300 -		11.88	150773	175546
BLANKET PURCHASE ORDER FOR MAY AND JUNE 2014					
343582	335 - 611300 -		53.90	150774	175546
BLANKET PURCHASE ORDER FOR MAY AND JUNE 2014					
343583	335 - 611300 -		5.18	150775	175546
BLANKET PURCHASE ORDER FOR MAY AND JUNE 2014					
343584	335 - 611300 -		44.84	150776	175546
BLANKET PURCHASE ORDER FOR MAY AND JUNE 2014					
343585	335 - 611300 -		29.51	150777	175546
BLANKET PURCHASE ORDER FOR MAY AND JUNE 2014					
343586	335 - 611300 -		56.60	150778	175546

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Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
BLANKET PURCHASE ORDER FOR MAY AND JUNE 2014 343587	335 - 611300 -		12.68	150779	175546
BLANKET PURCHASE ORDER FOR MAY AND JUNE 2014 343588	335 - 611300 -		57.38	150780	175546
BLANKET PURCHASE ORDER FOR MAY AND JUNE 2014 343589	335 - 611300 -		105.96	150781	175546
BLANKET PURCHASE ORDER FOR MAY AND JUNE 2014 343590	335 - 611300 -		3.74	150782	175546
BLANKET PURCHASE ORDER FOR MAY AND JUNE 2014 343591	335 - 611300 -		103.08	150783	175546
BLANKET PURCHASE ORDER FOR MAY AND JUNE 2014 343592	335 - 611300 -		77.75	150784	175546
BLANKET PURCHASE ORDER FOR MAY AND JUNE 2014 343593	335 - 611300 -		67.96	150785	175546
BLANKET PURCHASE ORDER FOR MAY AND JUNE 2014 343594	335 - 611300 -		34.68	150786	175546
BLANKET PURCHASE ORDER FOR MAY AND JUNE 2014 343595	335 - 611300 -		103.35	150787	175546
BLANKET PURCHASE ORDER FOR MAY AND JUNE 2014 343596	335 - 611300 -		30.24	150788	175546
BLANKET PURCHASE ORDER FOR MAY AND JUNE 2014 343597	335 - 611300 -		8.18	150789	175546
BLANKET PURCHASE ORDER FOR MAY AND JUNE 2014 343598	335 - 611300 -		77.78	150790	175546
BLANKET PURCHASE ORDER FOR MAY AND JUNE 2014 343599	335 - 611300 -		105.96	150791	175546
BLANKET PURCHASE ORDER FOR MAY AND JUNE 2014 343600	335 - 611300 -		264.28	150792	175546
BLANKET PURCHASE ORDER FOR MAY AND JUNE 2014 343601	335 - 611300 -		91.57	150793	175546
BLANKET PURCHASE ORDER FOR MAY AND JUNE 2014 343833	290 - 611300 -		4.24	151024	174771
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR FIRE DEPARTMENT VEHICLES 343834	290 - 611300 -		30.72	151025	174771
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR FIRE DEPARTMENT VEHICLES 343835	290 - 611300 -		312.40	151026	174771
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR FIRE DEPARTMENT VEHICLES 343836	290 - 611300 -		29.30	151027	174771

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Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR FIRE DEPARTMENT VEHICLES					
343837	290 - 611300 -		395.00	151028	174771
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR FIRE DEPARTMENT VEHICLES					
# of Claims		40	Vendor Payment Total	3,775.60	
MAYER ELECTRIC SUPPLY					
343540	411 - 612200 -		72.06	150733	175917
4511241 BULBS FOR PARKING LOT AT GOLDIN PARK					
343541	411 - 612200 -		121.00	150734	175917
4511241 BULBS FOR PARKING LOT AT GOLDIN PARK					
# of Claims		2	Vendor Payment Total	193.06	
MEDICAL ANALYSIS LLC					
344072	911 - 622100 -		9,700.00	151262	MANUAL
# of Claims		1	Vendor Payment Total	9,700.00	
METRO CONCRETE LLC					
343745	311 - 614500 -		462.50	150937	176313
BLANKET PO FOR 3000 PSI CONCRETE WITH FIBER					
# of Claims		1	Vendor Payment Total	462.50	
MGI WHOLESALE					
343563	411 - 613400 -		3,472.50	150755	175439
45121 BEADS FOR BASEBALL PARADE IN JULY					
# of Claims		1	Vendor Payment Total	3,472.50	
MID SOUTH UNIFORM & SUPPLY INC					
343266	290 - 612500 -		26.31	150462	175653
22141 DUTY SHOE HI-GLOSS SIZE 10, 9.5					
343266	290 - 612500 -		194.72	150462	175653
6300 WELLINGTON ROCKY BOOT - BLACK					

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Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
343266	290 - 612500 -		106.92	150462	175653
6530-1 TROUSER PLN VELCRO BELT					
343325	290 - 612500 -		168.52	150521	175373
BLANKET PURCHASE ORDER FOR MISCELLANEOUS FIRE GEAR AND UNIFORMS FY2014					
343326	290 - 612500 -		312.96	150522	175373
BLANKET PURCHASE ORDER FOR MISCELLANEOUS FIRE GEAR AND UNIFORMS FY2014					
343335	290 - 612500 -		102.00	150531	174792
BLANKET PURCHASE ORDER FOR MISCELLANEOUS FIRE GEAR AND UNIFORMS FY2014					
343478	213 - 612500 -		1,311.83	150672	175311
BLANKET PURCHASE ORDER, FOR MISCELLANEOUS POLICE GEAR AND UNIFORMS MARCH-MAY 2014					
343479	213 - 612500 -		31.50	150673	175311
BLANKET PURCHASE ORDER, FOR MISCELLANEOUS POLICE GEAR AND UNIFORMS MARCH-MAY 2014					
343480	213 - 612500 -		61.61	150674	175311
BLANKET PURCHASE ORDER, FOR MISCELLANEOUS POLICE GEAR AND UNIFORMS MARCH-MAY 2014					
343481	213 - 612500 -		61.61	150675	175311
BLANKET PURCHASE ORDER, FOR MISCELLANEOUS POLICE GEAR AND UNIFORMS MARCH-MAY 2014					
343482	213 - 612500 -		31.50	150676	175311
BLANKET PURCHASE ORDER, FOR MISCELLANEOUS POLICE GEAR AND UNIFORMS MARCH-MAY 2014					
344185	213 - 612500 -		59.00	151375	175311
BLANKET PURCHASE ORDER, FOR MISCELLANEOUS POLICE GEAR AND UNIFORMS MARCH-MAY 2014					
344186	213 - 612500 -		39.99	151376	175311
BLANKET PURCHASE ORDER, FOR MISCELLANEOUS POLICE GEAR AND UNIFORMS MARCH-MAY 2014					
344187	213 - 612500 -		484.50	151377	175311
BLANKET PURCHASE ORDER, FOR MISCELLANEOUS POLICE GEAR AND UNIFORMS MARCH-MAY 2014					
344188	213 - 612500 -		170.00	151378	175311
BLANKET PURCHASE ORDER, FOR MISCELLANEOUS POLICE GEAR AND UNIFORMS MARCH-MAY 2014					
# of Claims			15	Vendor Payment Total	3,162.97
MID-SOUTH MACHINERY, INC.					
343370	335 - 612200 -		51.00	150566	175742
MILEAGE TO TROUBLESHOOT ELECTRICAL PROBLEM ID# 3545					
343370	335 - 612200 -		332.50	150566	175742
SERVICE CALL TO TROUBLESHOOT ELECTRICAL PROBLEM ID# 3545					

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Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
343370	335 - 612200 -		8.62	150566	175742
SHOP SUPPLIES					
343370	335 - 612200 -		57.27	150566	175742
SWITCH ASSY P/N 12N4-10401					
343516	335 - 612200 -		30.42	150709	176009
A/C BELT P/N 11E4-3601 ID# 3560					
# of Claims		5	Vendor Payment Total	479.81	
MIEN TRAN					
344183	213 - 612500 -		10.00	151373	171424
BLANKET PURCHASE ORDER FOR ALTERATIONS MADE TO USED UNIFORMS RE-ISSUED TO OFFICERS,AND SEW ON PATCHES					
# of Claims		1	Vendor Payment Total	10.00	
MIKE MATTHEWS					
343793	445 - 614110 -		94.16	150984	176199
GALLON OUTBOARD MOTOR OIL FOR HARBOR RESALE					
343793	445 - 614110 -		27.24	150984	176199
PINTS OUTBOARD MOTOR OIL					
# of Claims		2	Vendor Payment Total	121.40	
MILLER ICE MACHINE CO					
343744	311 - 612200 -		262.90	150936	175591
CASE OF 10 INCH 40 COARSE FILTERS INCLUDING FREIGHT CHARGES.					
343744	815 - 612200 -		262.90	150936	175591
CASE OF 10 INCH 40 COARSE FILTERS INCLUDING FREIGHT CHARGES.					
# of Claims		2	Vendor Payment Total	525.80	
MISSISSIPPI SELECT HEALTH CARE LLC					
344127	125 - 601300 -		3.00	151317	176470
FLEXIBLE SPENDING ACCOUNT SERVICE FEE INVOICE# 2797 FOR THE MONTH OF JULY					
344127	315 - 601300 -		3.00	151317	176470
FLEXIBLE SPENDING ACCOUNT SERVICE FEE INVOICE# 2797 FOR THE MONTH OF JULY					
344127	445 - 601300 -		3.00	151317	176470
FLEXIBLE SPENDING ACCOUNT SERVICE FEE INVOICE# 2797 FOR THE MONTH OF JULY					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
344127	611 - 601300 -		3.00	151317	176470
FLEXIBLE SPENDING ACCOUNT SERVICE FEE INVOICE# 2797 FOR THE MONTH OF JULY					
344127	135 - 601300 -		6.00	151317	176470
FLEXIBLE SPENDING ACCOUNT SERVICE FEE INVOICE# 2797 FOR THE MONTH OF JULY					
344127	411 - 601300 -		6.00	151317	176470
FLEXIBLE SPENDING ACCOUNT SERVICE FEE INVOICE# 2797 FOR THE MONTH OF JULY					
344127	115 - 601300 -		9.00	151317	176470
FLEXIBLE SPENDING ACCOUNT SERVICE FEE INVOICE# 2797 FOR THE MONTH OF JULY					
344127	145 - 601300 -		39.00	151317	176470
FLEXIBLE SPENDING ACCOUNT SERVICE FEE INVOICE# 2797 FOR THE MONTH OF JULY					
344127	213 - 601300 -		54.00	151317	176470
FLEXIBLE SPENDING ACCOUNT SERVICE FEE INVOICE# 2797 FOR THE MONTH OF JULY					
344127	290 - 601300 -		60.00	151317	176470
FLEXIBLE SPENDING ACCOUNT SERVICE FEE INVOICE# 2797 FOR THE MONTH OF JULY					
		# of Claims	10	Vendor Payment Total	186.00
MITCHELL SIGNS INC					
344132	411 - 620900 -		619.15	151322	175804
SERVICE TECH / TRAVEL TIME FOR ESTIMATE FOR MARQUEE SIGN REPAIR SPORTSPLEX					
344132	411 - 620900 -		395.85	151322	175804
TRUCK FOR TRAVEL AND LIFT TO SIGN					
		# of Claims	2	Vendor Payment Total	1,015.00
MOBILE LUMBER & BUILDING MATERIALS INC					
343519	815 - 612200 -		238.00	150712	175952
TREATED LUMBER P/N 2 X 6 X 16 SHOP USE					
343519	335 - 612200 -		320.00	150712	175952
TREATED LUMBER P/N 2 X 8 X 16 SHOP USE					
		# of Claims	2	Vendor Payment Total	558.00
MS COAST BUILDING OFFICIALS ASSOC					
343522	611 - 621900 -		480.00	150715	174277
YEARLY MCBOA MEMBERSHIP FOR ERNIE CARPENTER, RUSSELL BEECH, JASON PRYOR, DONALD GALSTER, NAHOMA WEBB, RICHARD RYAN, CRAIG WIGGINS, MIKE EDWARDS, GEOFF HITTNER, TED MOLESWORTH, ROBERT BEAGUEZ, GARY ANDERSON					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
	# of Claims	1	Vendor Payment Total	480.00	
MS DEPT OF PUBLIC SAFETY					
344005	010 - 210800 -		6,785.80	151195	176443
COURT ASSESSMENT/SPECIAL ASSESSMENTS FOR JUNE 2014					
	# of Claims	1	Vendor Payment Total	6,785.80	
MS ENGINEERING GROUP INC					
343314	345 - 621100 - 02405		1,147.33	150510	158428
AS PER SUPPLEMENTAL AGREEMENT #1, COUNCIL APPROVED 10-16-12 - ADD NTE AMOUNT OF \$91,914.00 PRELIMIARY DESIGN ENGR. SERVICES FOR DEDEAUX RD TO SR605, PROJECT #STPD-9370-00-(004) / FMS 10866-81100					
	# of Claims	1	Vendor Payment Total	1,147.33	
MS POWER COMPANY					
344145	411 - 626002 - 41130		337.93	151335	MANUAL
344145	325 - 625100 -		362.48	151335	MANUAL
344145	411 - 626002 - 41134		1,390.56	151335	MANUAL
344145	411 - 626002 -		1,981.81	151335	MANUAL
344145	445 - 626002 -		9,956.53	151335	MANUAL
344190	213 - 626002 -		12.31	151380	MANUAL
344190	325 - 625100 -		131.97	151380	MANUAL
344190	825 - 626002 -		312.68	151380	MANUAL
344190	445 - 626002 -		751.09	151380	MANUAL
344190	145 - 626002 -		985.60	151380	MANUAL
344190	411 - 626002 -		1,054.83	151380	MANUAL

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Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
344190	815 - 626002 -		1,451.53	151380	MANUAL
344192	411 - 626002 - 41131		557.49	151382	MANUAL
344192	411 - 626002 -		725.35	151382	MANUAL
344192	313 - 626002 -		1,341.59	151382	MANUAL
344192	411 - 626002 - 41130		2,579.83	151382	MANUAL
344192	311 - 626002 -		2,683.17	151382	MANUAL
344192	325 - 625100 -		4,482.29	151382	MANUAL
344192	815 - 626002 -		8,621.87	151382	MANUAL
344209	411 - 626002 - 41144		1,059.00	151399	MANUAL
344209	411 - 626002 - 41142		1,230.63	151399	MANUAL
344209	411 - 626002 -		3,124.13	151399	MANUAL
344209	325 - 625100 -		3,451.41	151399	MANUAL
344209	815 - 626002 -		33,947.78	151399	MANUAL
344211	145 - 626002 -		1,534.71	151401	MANUAL
344215	311 - 626002 -		41.59	151405	MANUAL
344215	290 - 626002 -		212.44	151405	MANUAL
344215	411 - 626002 - 41135		430.07	151405	MANUAL
344215	411 - 626002 -		491.09	151405	MANUAL
344215	325 - 625100 -		637.62	151405	MANUAL
344215	430 - 626002 -		736.70	151405	MANUAL

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Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
344215	811 - 626002 -		951.88	151405	MANUAL
344215	815 - 626002 -		1,637.15	151405	MANUAL
344215	145 - 626002 -		2,584.01	151405	MANUAL
# of Claims		34	Vendor Payment Total	91,791.12	
MS STATE TREASURER					
344062	010 - 210700 -		91,715.11	151252	176448
COURT ASSESSMENT/FINE SETTLEMENT FOR JUNE 2014					
# of Claims		1	Vendor Payment Total	91,715.11	
MS UTILITY SUPPLY					
343767	815 - 616700 -		1,101.00	150958	176105
GATE VALVE, 6", MJ 8157104					
343767	815 - 616700 -		3,498.00	150958	176105
GATE VALVE, 8", MJ FOR ARROWHEAD DRIVE PROJECT					
-BID GROUP J1 8157105					
343767	815 - 616700 -		162.00	150958	176105
RETAINER (MEGALUG DESIGN) 6" W/ACCESSORIES		8157008			
# of Claims		3	Vendor Payment Total	4,761.00	
MTS SAFETY PRODUCTS INC					
343531	213 - 612500 -		1,301.61	150724	175907
LIME RAINCOAT WITH REFLECTIVE POLICE PANEL, ITEM #A-493N					
# of Claims		1	Vendor Payment Total	1,301.61	
NATIONAL YOUTH SPORT COACHES ASSOC					
343863	276 - 610700 -		1,440.00	151054	175620
HOOK A KID ON GOLF TO HELP PROMOTE DRUG AWARENESS, 2- ONE WEEK CLINICS					
MATCHED WITH USGA GRANT TO INCLUDE GOLF CLUBS, BALLS, SHIRT, HAT & RULE BOOK-					
JUNE 2ND, 2014, DRUG FORFEITED FUNDS					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
	# of Claims	1	Vendor Payment Total	1,440.00	
NAVIGATION ELECTRONICS INC					
343831	325 - 630300 -		725.71	151022	175957
ITEM #9641100 TRIMBLE JUNO 3B HANDHELD GPS					
343831	311 - 630300 -		725.72	151022	175957
ITEM #9641100 TRIMBLE JUNO 3B HANDHELD GPS					
	# of Claims	2	Vendor Payment Total	1,451.43	
NECAISE LOCKSMITH SERVICE INC					
343317	313 - 610700 -		6.79	150513	171489
WATER, SEWER, STREETS & DRAINAGE, PUBLIC WORKS AND TRAFFIC SUPPLIES.					
343317	315 - 610700 -		6.79	150513	171489
WATER, SEWER, STREETS & DRAINAGE, PUBLIC WORKS AND TRAFFIC SUPPLIES.					
343317	311 - 610700 -		11.30	150513	171489
WATER, SEWER, STREETS & DRAINAGE, PUBLIC WORKS AND TRAFFIC SUPPLIES.					
343317	815 - 610700 -		11.31	150513	171489
WATER, SEWER, STREETS & DRAINAGE, PUBLIC WORKS AND TRAFFIC SUPPLIES.					
343317	825 - 610700 -		11.31	150513	171489
WATER, SEWER, STREETS & DRAINAGE, PUBLIC WORKS AND TRAFFIC SUPPLIES.					
343318	313 - 610700 -		2.00	150514	171489
WATER, SEWER, STREETS & DRAINAGE, PUBLIC WORKS AND TRAFFIC SUPPLIES.					
343318	315 - 610700 -		2.00	150514	171489
WATER, SEWER, STREETS & DRAINAGE, PUBLIC WORKS AND TRAFFIC SUPPLIES.					
343318	815 - 610700 -		3.33	150514	171489
WATER, SEWER, STREETS & DRAINAGE, PUBLIC WORKS AND TRAFFIC SUPPLIES.					
343318	825 - 610700 -		3.33	150514	171489
WATER, SEWER, STREETS & DRAINAGE, PUBLIC WORKS AND TRAFFIC SUPPLIES.					
343318	311 - 610700 -		3.34	150514	171489
WATER, SEWER, STREETS & DRAINAGE, PUBLIC WORKS AND TRAFFIC SUPPLIES.					
343760	811 - 610700 -		2,730.00	150951	176077
ITEM #1KALF2126 MASTER PADLOCKS TO LOCK AND SHUTOFF WATER METERS					
343770	145 - 610700 -		45.52	150961	176363
DUPLICATE KEY WITH A CHIP FOR UNIT #1947 FORD EXCURSION 2005					
343770	145 - 610700 -		11.38	150961	176363
KEY RING IDS					
343811	213 - 612200 -		415.00	151002	175181

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
ITEM #L9050, DOOR LOCK FOR THE ADDITIONAL DOOR BEING INSTALLED IN THE INTERNAL AFFAIRS OFFICE					
344115	825 - 615800 -		287.00	151308	174995
3070 CP18A60 FLUSH HM DOOR-STL LMO- FILL EDGE					
BB31 4.5 X 4.5 US 32D HINGES INCLUDED					
344182	213 - 611300 -		6.00	151372	173894
BLANKET PURCHASE ORDER FOR MISCELLANEOUS KEYS AND LOCKS					
# of Claims		16	Vendor Payment Total	3,556.40	
NEW PIG CORP					
343554	430 - 610600 -		976.41	150746	176278
WIP231 WIPES FOR BEAUTIFICATION DEPT					
# of Claims		1	Vendor Payment Total	976.41	
NORMA JEAN SOROE					
343809	611 - 620900 -		13.89	151000	176290
TRANSCRIPTS FROM JUNE 26 MEETING FOR PC035					
343809	611 - 620900 -		11.11	151000	176290
TRANSCRIPTS FROM JUNE 26, 2014 MEETING FOR PC030					
343810	611 - 620900 -		11.11	151001	176290
TRANSCRIPTS FROM JUNE 26 MEETING FOR PC035					
343810	611 - 620900 -		8.89	151001	176290
TRANSCRIPTS FROM JUNE 26, 2014 MEETING FOR PC030					
# of Claims		4	Vendor Payment Total	45.00	
O REILLY AUTO PARTS					
343267	290 - 611300 -		66.49	150463	172603
BLANKET PURCHASE ORDER FOR MISCELLANEOUS PARTS AND MATERIAL, NOT FOR MAJOR PROJECTS					
343281	213 - 611300 -		9.53	150477	175579
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
343282	213 - 611300 -		7.69	150478	175579
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
343283	213 - 611300 -		3.49	150479	175579
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
343284	213 - 611300 -		22.24	150480	175579
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					

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Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
343285	213 - 611300 -		79.80	150481	175579
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
343322	290 - 611300 -		6.13	150518	172603
BLANKET PURCHASE ORDER FOR MISCELLANEOUS PARTS AND MATERIAL, NOT FOR MAJOR PROJECTS					
343610	335 - 611300 -		-916.55	150794	175768
343611	335 - 611300 -		446.18	150796	175768
BLANKET PURCHASE ORDER FOR JUNE 2014					
343612	335 - 611300 -		2.19	150797	175768
BLANKET PURCHASE ORDER FOR JUNE 2014					
343613	335 - 611300 -		132.54	150798	175768
BLANKET PURCHASE ORDER FOR JUNE 2014					
343614	335 - 611300 -		71.88	150799	175768
BLANKET PURCHASE ORDER FOR JUNE 2014					
343615	335 - 611300 -		120.32	150800	175768
BLANKET PURCHASE ORDER FOR JUNE 2014					
343616	335 - 611300 -		12.47	150801	175768
BLANKET PURCHASE ORDER FOR JUNE 2014					
343617	335 - 611300 -		232.73	150802	175768
BLANKET PURCHASE ORDER FOR JUNE 2014					
343618	335 - 611300 -		134.12	150803	175768
BLANKET PURCHASE ORDER FOR JUNE 2014					
343619	335 - 611300 -		17.49	150805	175768
BLANKET PURCHASE ORDER FOR JUNE 2014					
343620	335 - 611300 -		42.62	150806	175768
BLANKET PURCHASE ORDER FOR JUNE 2014					
343621	335 - 611300 -		28.50	150807	175768
BLANKET PURCHASE ORDER FOR JUNE 2014					
343622	335 - 611300 -		45.73	150808	175768
BLANKET PURCHASE ORDER FOR JUNE 2014					
343623	335 - 611300 -		13.73	150809	175768
BLANKET PURCHASE ORDER FOR JUNE 2014					
343624	335 - 611300 -		50.43	150810	175768
BLANKET PURCHASE ORDER FOR JUNE 2014					
343625	335 - 611300 -		23.27	150811	175768
BLANKET PURCHASE ORDER FOR JUNE 2014					
343626	335 - 611300 -		26.01	150812	175768
BLANKET PURCHASE ORDER FOR JUNE 2014					
343627	335 - 611300 -		18.13	150813	175768

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
BLANKET PURCHASE ORDER FOR JUNE 2014					
343628	335 - 611300 -		14.39	150814	175768
BLANKET PURCHASE ORDER FOR JUNE 2014					
343629	335 - 611300 -		5.25	150815	175768
BLANKET PURCHASE ORDER FOR JUNE 2014					
343630	335 - 611300 -		68.62	150816	175768
BLANKET PURCHASE ORDER FOR JUNE 2014					
343631	335 - 611300 -		40.74	150817	175768
BLANKET PURCHASE ORDER FOR JUNE 2014					
343632	335 - 611300 -		7.78	150818	175768
BLANKET PURCHASE ORDER FOR JUNE 2014					
343633	335 - 611300 -		15.56	150819	175768
BLANKET PURCHASE ORDER FOR JUNE 2014					
343634	335 - 611300 -		43.19	150820	175768
BLANKET PURCHASE ORDER FOR JUNE 2014					
343635	335 - 611300 -		100.26	150821	175768
BLANKET PURCHASE ORDER FOR JUNE 2014					
343636	335 - 611300 -		316.31	150822	175768
BLANKET PURCHASE ORDER FOR JUNE 2014					
343637	335 - 611300 -		271.73	150823	175768
BLANKET PURCHASE ORDER FOR JUNE 2014					
343638	335 - 611300 -		124.61	150824	175768
BLANKET PURCHASE ORDER FOR JUNE 2014					
343639	335 - 611300 -		215.67	150825	175768
BLANKET PURCHASE ORDER FOR JUNE 2014					
343640	335 - 611300 -		4.49	150826	175768
BLANKET PURCHASE ORDER FOR JUNE 2014					
343641	335 - 611300 -		41.85	150827	175768
BLANKET PURCHASE ORDER FOR JUNE 2014					
343642	335 - 611300 -		38.97	150828	175768
BLANKET PURCHASE ORDER FOR JUNE 2014					
343643	335 - 611300 -		25.98	150830	175768
BLANKET PURCHASE ORDER FOR JUNE 2014					
343644	335 - 611300 -		37.81	150831	175768
BLANKET PURCHASE ORDER FOR JUNE 2014					
343645	335 - 611300 -		54.67	150832	175768
BLANKET PURCHASE ORDER FOR JUNE 2014					
343646	335 - 611300 -		35.33	150833	175768
BLANKET PURCHASE ORDER FOR JUNE 2014					
343647	335 - 611300 -		28.64	150834	175768

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
BLANKET PURCHASE ORDER FOR JUNE 2014 343648	335 - 611300 -		56.69	150835	175768
BLANKET PURCHASE ORDER FOR JUNE 2014 343649	335 - 611300 -		186.85	150836	175768
BLANKET PURCHASE ORDER FOR JUNE 2014 343650	335 - 611300 -		26.76	150837	175768
BLANKET PURCHASE ORDER FOR JUNE 2014 343651	335 - 611300 -		34.66	150838	175768
BLANKET PURCHASE ORDER FOR JUNE 2014 343652	335 - 611300 -		68.92	150839	175768
BLANKET PURCHASE ORDER FOR JUNE 2014 343653	335 - 611300 -		40.23	150841	175768
BLANKET PURCHASE ORDER FOR JUNE 2014 343654	335 - 611300 -		7.98	150842	175768
BLANKET PURCHASE ORDER FOR JUNE 2014 343655	335 - 611300 -		27.92	150843	175768
BLANKET PURCHASE ORDER FOR JUNE 2014 343656	335 - 611300 -		7.98	150844	175768
BLANKET PURCHASE ORDER FOR JUNE 2014 343657	335 - 611300 -		91.51	150845	175768
BLANKET PURCHASE ORDER FOR JUNE 2014 343658	335 - 611300 -		16.24	150846	175768
BLANKET PURCHASE ORDER FOR JUNE 2014 343659	335 - 611300 -		6.49	150848	175768
BLANKET PURCHASE ORDER FOR JUNE 2014 343660	335 - 611300 -		104.40	150849	175768
BLANKET PURCHASE ORDER FOR JUNE 2014 343661	335 - 611300 -		18.25	150850	175768
BLANKET PURCHASE ORDER FOR JUNE 2014 343662	335 - 611300 -		34.00	150851	175768
BLANKET PURCHASE ORDER FOR JUNE 2014 343663	335 - 611300 -		28.42	150852	175768
BLANKET PURCHASE ORDER FOR JUNE 2014 343664	335 - 611300 -		45.73	150853	175768
BLANKET PURCHASE ORDER FOR JUNE 2014 343665	335 - 611300 -		2.36	150854	175768
BLANKET PURCHASE ORDER FOR JUNE 2014 343666	335 - 611300 -		29.27	150855	175768
BLANKET PURCHASE ORDER FOR JUNE 2014 343667	335 - 611300 -		10.19	150857	175768

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
343668	335 - 611300 -	BLANKET PURCHASE ORDER FOR JUNE 2014	192.88	150858	175768
343669	335 - 611300 -	BLANKET PURCHASE ORDER FOR JUNE 2014	10.22	150859	175768
343670	335 - 611300 -	BLANKET PURCHASE ORDER FOR JUNE 2014	19.54	150860	175768
343671	335 - 611300 -	BLANKET PURCHASE ORDER FOR JUNE 2014	3.89	150862	175768
		# of Claims	69	Vendor Payment Total	3,260.39
OFFICE DEPOT					
344139	135 - 610400 -	INK CARTRIDGES FOR PROSECUTOR'S OFFICE	287.92	151329	176144
344154	290 - 610700 -	167854 TELEHOOK TH-3060-UF TV LOW PROFILE WALL FIXED MOUNT UNIVERSAL VESA WITH SECURITY FEATURE / BLACK FOR CENTRAL STATION	36.99	151344	176207
344154	290 - 610700 -	517335 TRIPP LITE VGA MONITOR EXTENSION CABLE 25FT	14.52	151344	176207
344155	290 - 610700 -	273024 LOGITECH M310 WIRELESS OPTICAL MOUSE / PECOCK BLUE	19.99	151345	176207
344155	290 - 610700 -	47319 LOGITECH WIRELESS KEYBOARD K360 GLOSSY / BLACK	27.59	151345	176207
344155	290 - 610700 -	517947 LOGITECH Z130 2/PIECE SPEAKER SYSTEM / BLACK	23.05	151345	176207
		# of Claims	6	Vendor Payment Total	410.06
PARTS AND SUPPLY INC					
343297	213 - 611300 -	BLANKET PO FOR MISCELLANEOUS VEHICLE PARTS FOR POLICE FLEET	-156.30	150493	174682
343298	213 - 611300 -	BLANKET PO FOR MISCELLANEOUS VEHICLE PARTS FOR POLICE FLEET	-165.00	150494	174682
343299	213 - 611300 -	BLANKET PO FOR MISCELLANEOUS VEHICLE PARTS FOR POLICE FLEET	1.07	150495	174682
343300	213 - 611300 -	BLANKET PO FOR MISCELLANEOUS VEHICLE PARTS FOR POLICE FLEET	11.42	150496	174682
343301	213 - 611300 -	BLANKET PO FOR MISCELLANEOUS VEHICLE PARTS FOR POLICE FLEET	33.02	150497	174682

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
343302	213 - 611300 -		10.00	150498	174682
BLANKET PO FOR MISCELLANEOUS VEHICLE PARTS FOR POLICE FLEET					
343303	213 - 611300 -		688.66	150499	176297
BLANKET PO FOR MISCELLANEOUS VEHICLE PARTS FOR POLICE FLEET					
343304	213 - 611300 -		10.78	150500	176297
BLANKET PO FOR MISCELLANEOUS VEHICLE PARTS FOR POLICE FLEET					
343305	213 - 611300 -		38.10	150501	176297
BLANKET PO FOR MISCELLANEOUS VEHICLE PARTS FOR POLICE FLEET					
343306	213 - 611300 -		21.56	150502	176297
BLANKET PO FOR MISCELLANEOUS VEHICLE PARTS FOR POLICE FLEET					
343307	213 - 611300 -		115.20	150503	176297
BLANKET PO FOR MISCELLANEOUS VEHICLE PARTS FOR POLICE FLEET					
343308	213 - 611300 -		40.44	150504	176297
BLANKET PO FOR MISCELLANEOUS VEHICLE PARTS FOR POLICE FLEET					
343371	335 - 611300 -		-17.04	150567	176050
343372	335 - 611300 -		14.36	150568	176050
BLANKET PURCHASE ORDER FOR JUNE - JULY 2014					
343373	335 - 611300 -		10.14	150569	176050
BLANKET PURCHASE ORDER FOR JUNE - JULY 2014					
343374	335 - 611300 -		17.99	150570	176050
BLANKET PURCHASE ORDER FOR JUNE - JULY 2014					
343375	335 - 611300 -		5.94	150571	176050
BLANKET PURCHASE ORDER FOR JUNE - JULY 2014					
343376	335 - 611300 -		179.25	150572	176050
BLANKET PURCHASE ORDER FOR JUNE - JULY 2014					
343377	335 - 611300 -		26.48	150573	176050
BLANKET PURCHASE ORDER FOR JUNE - JULY 2014					
343378	335 - 611300 -		40.47	150574	176050
BLANKET PURCHASE ORDER FOR JUNE - JULY 2014					
343379	335 - 611300 -		73.73	150575	176050
BLANKET PURCHASE ORDER FOR JUNE - JULY 2014					
# of Claims		21	Vendor Payment Total	1,000.27	
PAT FORE JR					
344071	290 - 626700 -		650.00	151261	MANUAL
# of Claims		1	Vendor Payment Total	650.00	

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
PENICK FOREST PRODUCTS INC					
343850	430 - 610600 -		2,640.00	151041	176080
DURA CYPRESS MULCH FOR BEAUTIFICATION DEPT					
343850	430 - 610600 -		131.50	151041	176080
FUEL SURCHARGE					
# of Claims		2	Vendor Payment Total	2,771.50	
PERFORMANCE TIRE & WHEEL INC #1					
343274	213 - 611300 -		39.00	150470	171384
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
344112	290 - 611300 -		690.46	151302	174770
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR FIRE DEPARTMENT VEHICLES					
344113	290 - 611300 -		488.48	151303	174770
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR FIRE DEPARTMENT VEHICLES					
# of Claims		3	Vendor Payment Total	1,217.94	
PETSMART					
343278	213 - 614900 -		51.96	150474	175483
BLANKET PURCHASE ORDER FOR MISCELLANEOUS ANIMAL SUPPLIES. LEACHES, COLLARS, BOWLS, FOOD, ECT.					
343279	213 - 614900 -		115.98	150475	175483
BLANKET PURCHASE ORDER FOR MISCELLANEOUS ANIMAL SUPPLIES. LEACHES, COLLARS, BOWLS, FOOD, ECT.					
# of Claims		2	Vendor Payment Total	167.94	
PHILLIPS BUILDING SUPPLY OF GPT INC					
344181	276 - 630100 -		750.00	151371	175291
36" X 36" LOUVERED VENT FAN -FOR POLICE MAINTENCE GARAGE PROJECT					
APPROVED BY CITY COUNCIL 05/06/2014					
# of Claims		1	Vendor Payment Total	750.00	
PLAN HOUSE PRINTING & GRAPHICS, LLP					
344126	325 - 626500 -		216.00	151316	175909

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
BLANKET PO FOR VARIOUS ENGINEERING PROJECTS					
	# of Claims	1	Vendor Payment Total	216.00	
PUCKETT MACHINERY CO INC					
343748	335 - 612200 -		25.48	150939	176057
SUPPLIES / ENVIROMENTAL FEE ID# 2575					
343748	335 - 612200 -		637.00	150939	176057
TROUBLESHOOT TEST/ CHECK & ADJUST FUEL SYSTEM ID# 2575					
	# of Claims	2	Vendor Payment Total	662.48	
PYROFIRE DISPLAYS INC					
343815	411 - 620900 -		14,750.00	151006	174375
JULY 4TH FIREWORKS DISPLAY AS PER BIDS RECIEVED 03-14-14					
	# of Claims	1	Vendor Payment Total	14,750.00	
R.J. TYNES					
343342	010 - 505800 -		100.00	150538	MANUAL
	# of Claims	1	Vendor Payment Total	100.00	
RAM TOOL & SUPPLY CO					
343832	815 - 614300 -		155.41	151023	176364
80LB CONCRETE MIX QUI-80 ITEM #10					
	# of Claims	1	Vendor Payment Total	155.41	
RAMONA ERVIN					
343577	411 - 611300 -		10.70	150769	176272
LEISURE SERVICES: REPAIR PART FROM NON VENDOR					
343577	335 - 627900 -		21.25	150769	176272
MAINTENANCE GARAGE: REPAIR PARTS, TOOL, SAFETY GEAR, TRAINING TEST					
343577	335 - 610700 -		30.40	150769	176272
MAINTENANCE GARAGE: REPAIR PARTS, TOOL, SAFETY GEAR, TRAINING TEST					
343577	335 - 611300 -		83.49	150769	176272

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
	MAINTENANCE GARAGE: REPAIR PARTS, TOOL, SAFETY GEAR, TRAINING TEST				
343577	825 - 612200 -		15.75	150769	176272
	SEWER OPERATIONS: REPAIR PART				
343577	311 - 612200 -		66.33	150769	176272
	STEETS & DRAINAGE: METAL FOR NEW PUBLIC WORKS STREET SIGN, PAINTING SUPPLIES, CERTIFICATE FRAMES, PLAQUE, SAFETY EQUIPMENT				
343577	311 - 611000 -		117.86	150769	176272
	STEETS & DRAINAGE: METAL FOR NEW PUBLIC WORKS STREET SIGN, PAINTING SUPPLIES, CERTIFICATE FRAMES, PLAQUE, SAFETY EQUIPMENT				
343577	311 - 612200 -		15.50	150769	176272
	TRAFFIC CONTROL: MEAL PERDEM, PIN REPAIR				
343577	311 - 626900 -		24.46	150769	176272
	TRAFFIC CONTROL: MEAL PERDEM, PIN REPAIR				
	# of Claims	9	Vendor Payment Total	385.74	
RAYCOM MEDIA CORP					
344238	351 - 640100 - 04011		920.00	151427	MANUAL
	# of Claims	1	Vendor Payment Total	920.00	
RAYNITA A GARNER					
343681	515 - 850100 - 72150		20,000.00	150872	MANUAL
	# of Claims	1	Vendor Payment Total	20,000.00	
ROBERT HALLS AUTO SALVAGE					
343778	213 - 611300 -		375.00	150969	176071
	REPLACE CENTER PILLAR, VEHICLE #3620				
	# of Claims	1	Vendor Payment Total	375.00	
ROBERT J YOUNG COMPANY INC					
343685	213 - 621700 -		424.63	150876	MANUAL
343743	145 - 621700 -		300.00	150935	MANUAL

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Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
344042	213 - 621700 -		285.74	151232	MANUAL
344043	125 - 621700 -		283.70	151233	MANUAL
344044	290 - 621700 -		325.40	151234	MANUAL
344045	611 - 621700 -		615.95	151235	MANUAL
344090	611 - 621700 -		413.72	151280	MANUAL
344091	145 - 621700 -		620.66	151281	MANUAL
344092	125 - 621700 -		176.45	151282	MANUAL
344093	135 - 621700 -		878.31	151283	MANUAL
344103	145 - 621700 -		389.74	151293	MANUAL
344108	811 - 621700 -		220.00	151298	MANUAL
344110	125 - 621700 -		225.00	151300	MANUAL
344111	311 - 621700 -		664.55	151301	MANUAL
344119	145 - 621700 -		311.01	151309	MANUAL
344119	411 - 621700 -		311.02	151309	MANUAL
344135	411 - 621700 -		198.78	151325	MANUAL
344156	213 - 621700 -		337.94	151346	MANUAL
344157	445 - 621700 -		322.20	151347	MANUAL
344158	213 - 621700 -		586.50	151348	MANUAL
344159	411 - 621700 -		208.00	151349	MANUAL
344160	213 - 621700 -		2,745.54	151350	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
	# of Claims	22	Vendor Payment Total	10,844.84	
ROPER SUPPLY CO					
343490	213 - 611300 -		77.60	150684	172876
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES					
343777	213 - 610700 -		1,853.00	150968	173885
ITEM #26062, SL20 LED FLASHLIGHT - REPLACEMENT OF OLD LIGHTS					
	# of Claims	2	Vendor Payment Total	1,930.60	
ROSSKOPF ELECTRIC CO INC					
343316	825 - 616100 -		579.45	150512	175011
SEWERLINE SUPPLIES					
343741	445 - 612200 -		30.00	150933	176428
BAB2030 CH 20 AMP BULB FOR HARBOR					
343816	325 - 625100 -		420.00	151007	175473
ITEM #65U BUCHANAN SINGLE FUSE HOLDER					
343816	325 - 625100 -		720.00	151007	175473
ITEM #D65U BUCHANAN DOUBLE FUSE HOLDER					
343816	325 - 625100 -		600.00	151007	175473
ITEM #LU-400 400 WATT HPS LAMP FOR STSREET LIGHT REPAIRS AND MAINTENANCE					
343816	325 - 625100 -		350.00	151007	175473
ITEM #TRM-10 SHAWMUT 10 AMP FUSE					
343816	325 - 625100 -		650.00	151007	175473
ITEM #VM-MH400-5T-0 ESPEN 400W MH BALLAST					
	# of Claims	7	Vendor Payment Total	3,349.45	
RUBBER & SPECIALTIES INC					
344138	825 - 610700 -		175.00	151328	176248
MADE TO ORDER HOSE RED RUBBER 1" X 50' REPLACEMENT HOSE FOR LIFTSTATION MAINTENANCE					
	# of Claims	1	Vendor Payment Total	175.00	
RUTH CHRISTINE HOWARD					
343345	010 - 505800 -		100.00	150541	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
	# of Claims	1	Vendor Payment Total	100.00	
S & S WORLDWIDE INC					
343792	411 - 613400 -		243.75	150983	176136
RMTAP164 CARNIVAL FACE PAINT FOR SPECIAL EVENTS					
	# of Claims	1	Vendor Payment Total	243.75	
SAMS CLUB CORP					
343709	313 - 610400 -		19.23	150900	175417
BLANKET PURCHASE ORDER FOR OFFICE SUPPLIES FOR MAY THRU JULY 2014.					
343709	315 - 610400 -		19.23	150900	175417
BLANKET PURCHASE ORDER FOR OFFICE SUPPLIES FOR MAY THRU JULY 2014.					
343709	311 - 610400 -		19.24	150900	175417
BLANKET PURCHASE ORDER FOR OFFICE SUPPLIES FOR MAY THRU JULY 2014.					
343709	325 - 610400 -		25.64	150900	175417
BLANKET PURCHASE ORDER FOR OFFICE SUPPLIES FOR MAY THRU JULY 2014.					
343709	815 - 610400 -		25.64	150900	175417
BLANKET PURCHASE ORDER FOR OFFICE SUPPLIES FOR MAY THRU JULY 2014.					
343709	825 - 610400 -		25.64	150900	175417
BLANKET PURCHASE ORDER FOR OFFICE SUPPLIES FOR MAY THRU JULY 2014.					
343710	311 - 610400 -		8.70	150901	175417
BLANKET PURCHASE ORDER FOR OFFICE SUPPLIES FOR MAY THRU JULY 2014.					
343710	313 - 610400 -		8.71	150901	175417
BLANKET PURCHASE ORDER FOR OFFICE SUPPLIES FOR MAY THRU JULY 2014.					
343710	315 - 610400 -		8.71	150901	175417
BLANKET PURCHASE ORDER FOR OFFICE SUPPLIES FOR MAY THRU JULY 2014.					
343710	325 - 610400 -		11.62	150901	175417
BLANKET PURCHASE ORDER FOR OFFICE SUPPLIES FOR MAY THRU JULY 2014.					
343710	815 - 610400 -		11.62	150901	175417
BLANKET PURCHASE ORDER FOR OFFICE SUPPLIES FOR MAY THRU JULY 2014.					
343710	825 - 610400 -		11.62	150901	175417
BLANKET PURCHASE ORDER FOR OFFICE SUPPLIES FOR MAY THRU JULY 2014.					
343715	135 - 621900 -		15.75	150906	176322
MEMBERSHIP DUES FOR CITYWIDE SAM CARDS					
343715	290 - 610400 -		15.75	150906	176322
MEMBERSHIP DUES FOR CITYWIDE SAM CARDS					
343715	311 - 621900 -		15.75	150906	176322

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
MEMBERSHIP DUES FOR CITYWIDE SAM CARDS					
343715	411 - 621900 -		47.25	150906	176322
MEMBERSHIP DUES FOR CITYWIDE SAM CARDS					
343715	445 - 621900 -		47.25	150906	176322
MEMBERSHIP DUES FOR CITYWIDE SAM CARDS					
343715	213 - 621900 -		78.75	150906	176322
MEMBERSHIP DUES FOR CITYWIDE SAM CARDS					
343715	145 - 621900 -		94.50	150906	176322
MEMBERSHIP DUES FOR CITYWIDE SAM CARDS					
		# of Claims	19	Vendor Payment Total	510.60
SCRIBBLE SOFTWARE, INC.					
344165	445 - 621700 -		240.00	151355	MANUAL
		# of Claims	1	Vendor Payment Total	240.00
SHARIF BYRAM VADON					
344034	010 - 210601 -		227.00	151224	MANUAL
		# of Claims	1	Vendor Payment Total	227.00
SMITHS CLEANING SERVICE					
343553	411 - 610100 -		390.00	150745	176249
MAN HOURS FOR JANITORIAL SERVICE DURING WORLD SERIES JULY 1-6 AT SPORTSPLEX					
		# of Claims	1	Vendor Payment Total	390.00
SMITTYS SUPPLY LLC					
343268	213 - 611300 -		3,054.63	150464	175587
BLANKET PO FOR MOTOR OIL, WASHER FLUID, ANTI-FREEZE, & TRANSMISSION FLUID FOR					
POLICE GARAGE					
		# of Claims	1	Vendor Payment Total	3,054.63
SOUTHERN LINC					
344239	815 - 626001 -		79.20	151428	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
	# of Claims	1	Vendor Payment Total	79.20	
SOUTHERN TIRE MART LLC					
343367	311 - 625300 -		1.30	150563	176047
REIMBURSEMENT OF WASTE TIRE FEE					
343367	311 - 625300 -		80.31	150563	176047
TIRE P/N 11L-15SL SHOP USE					
343367	311 - 625300 -		175.21	150563	176047
TIRE P/N 11L-16SL SHOP USE					
343367	311 - 625300 -		57.36	150563	176047
TIRE P/N 7.50-16 SHOP USE					
343367	311 - 625300 -		66.87	150563	176047
TIRE P/N P245/70R16 SHOP USE					
343367	311 - 625300 -		135.78	150563	176047
TIRE P/N P245/70R17 SHOP USE					
343367	311 - 625300 -		27.94	150563	176047
TIRE P/N ST205/75D15 SHOP USE					
343367	311 - 625300 -		38.98	150563	176047
TIRE P/N ST225/75D15 SHOP USE					
343368	311 - 625300 -		0.70	150564	176047
REIMBURSEMENT OF WASTE TIRE FEE					
343368	311 - 625300 -		43.12	150564	176047
TIRE P/N 11L-15SL SHOP USE					
343368	311 - 625300 -		94.09	150564	176047
TIRE P/N 11L-16SL SHOP USE					
343368	311 - 625300 -		30.81	150564	176047
TIRE P/N 7.50-16 SHOP USE					
343368	311 - 625300 -		35.91	150564	176047
TIRE P/N P245/70R16 SHOP USE					
343368	311 - 625300 -		72.92	150564	176047
TIRE P/N P245/70R17 SHOP USE					
343368	311 - 625300 -		15.00	150564	176047
TIRE P/N ST205/75D15 SHOP USE					
343368	311 - 625300 -		20.93	150564	176047
TIRE P/N ST225/75D15 SHOP USE					
343369	815 - 611300 -		537.84	150565	175868
TIRE P/N 425/65R22.5 ID# 7014					
343750	815 - 611300 -		537.84	150942	175931

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
TIRE FRONT P/N 425/65R22.5 ID# 2334					
		# of Claims	18	Vendor Payment Total	1,972.91
SPHERION CORP					
343789	145 - 620900 -		291.82	150980	176405
BROWN, MICHELLE TEMPORARY WORKER IN UTILITY BILLING WEEK ENDING 6/22/14 (40 HOURS) INVOICE #12957889;					
343789	145 - 620900 -		289.48	150980	176405
BROWN, MICHELLE TEMPORARY WORKER IN UTILITY BILLING WEEK ENDING 6/29/14 (39.68 HOURS) INVOICE #12957889;					
343789	811 - 620900 -		2.96	150980	176405
OVERTIME FOR WEEK ENDING 6/22/14 INVOICE #129957889					
343790	145 - 620900 -		286.58	150981	176405
BROWN, MICHELLE TEMPORARY WORKER IN UTILITY BILLING WEEK ENDING 6/22/14 (40 HOURS) INVOICE #12957889;					
343790	145 - 620900 -		284.29	150981	176405
BROWN, MICHELLE TEMPORARY WORKER IN UTILITY BILLING WEEK ENDING 6/29/14 (39.68 HOURS) INVOICE #12957889;					
343790	811 - 620900 -		2.90	150981	176405
OVERTIME FOR WEEK ENDING 6/22/14 INVOICE #129957889					
		# of Claims	6	Vendor Payment Total	1,158.03
SPORTS UNLIMITED INC					
343826	290 - 610700 -		195.00	151017	176108
01.044.031 SCUBAPRO HIGH PRESSURE HOSE FOR DIVE TEAM					
343826	290 - 610700 -		120.00	151017	176108
06.204.119 SCUBAPRO CONSOLE					
343830	290 - 610700 -		90.00	151021	175901
SCUBAPRO K-3 SAFETY KNIFE FOR DIVE TEAM					
		# of Claims	3	Vendor Payment Total	405.00
STATE INDUSTRIAL PRODUCTS INC					
343561	430 - 610100 -		510.48	150753	176240
121423 EX HAND WIPES FOR BEAUTIFICATION DEPT					
343561	430 - 610100 -		216.00	150753	176240
121710 KNOCKOUT GRAFFETTI REMOVER					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
	# of Claims	2	Vendor Payment Total	726.48	
STATE OF MS DEPT OF PUBLIC SAFETY					
344000	010 - 480800 -		50.00	151190	176442
CRIME LAB FEES FOR MELVIN MAGEE III ON 6/19/14					
	# of Claims	1	Vendor Payment Total	50.00	
STEPHEN WISHNACK					
343860	145 - 610700 -		201.99	151051	176330
DVD "CUSTOMER SERVICE FOR MUNICIPALITIES" FOR HUMAN RESOURCES INVOICE					
#978-314-1102					
	# of Claims	1	Vendor Payment Total	201.99	
STRIBLING EQUIPMENT INC					
343520	815 - 611300 -		66.00	150713	176323
FUEL FILTER P/N RE541922 ID# 9000					
343520	815 - 611300 -		82.22	150713	176323
FUEL FILTER P/N RE544394 ID# 9000					
	# of Claims	2	Vendor Payment Total	148.22	
SUN COAST BUSINESS SUPPLY INC					
343813	213 - 614900 -		350.94	151004	176052
ITEM #FPI1232WBLECT ODOR CONCENTRATE LEMON 32OZ BOTTLE 12/CARTON					
CONQUEROR					
	# of Claims	1	Vendor Payment Total	350.94	
SUNBELT FIRE APPARATUS					
343329	290 - 611300 -		302.64	150525	174997
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR FIRE DEPARTMENT					
VEHICLES					
343820	290 - 612500 -		157.00	151011	174313
RR2500-10 FIRE PROTECTIVE BOOT					
343823	290 - 611300 -		552.00	151014	176103
SL90509 LED LIGHTS					

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Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
343996	290 - 612500 -		112.50	151186	174508
FI9550-GM GAUNTLET KANGAROO GLOVES					
343996	290 - 612500 -		52.50	151186	174508
MSA664-4 FIRE PROTECTIVE HELMETS					
343997	290 - 612500 -		93.50	151187	174508
MSA10145416 HELMET LINERS					
343998	290 - 612500 -		-156.00	151188	174508
343999	290 - 612500 -		107.38	151189	174508
FI9550-GM GAUNTLET KANGAROO GLOVES					
343999	290 - 612500 -		79.12	151189	174508
MSA10145416 HELMET LINERS					
344114	290 - 611300 -		451.33	151305	174997
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR FIRE DEPARTMENT VEHICLES					
# of Claims		10	Vendor Payment Total	1,751.97	
SUNBELT RENTALS INC					
343562	430 - 620900 -		6.51	150754	176214
ENVIRONMENTAL FEE					
343562	430 - 620900 -		729.00	150754	176214
RENTAL OF 40' STR MANLIFT TO TRIM PALMS IN JONES PARK ONE WEEK RENTAL					
# of Claims		2	Vendor Payment Total	735.51	
SUPREME COURT OF MISSISSIPPI					
344023	135 - 621900 -		16.80	151213	176452
ELECTRONIC COPIES OF DOCKETS, CASES, REPORTS, ETC. IN HARRISON COUNTY COURT (JB573)					
# of Claims		1	Vendor Payment Total	16.80	
SWETMAN SECURITY SERVICE					
343459	125 - 620900 -		4,395.00	150653	176292
OFFICERS FOR MAY 1-31, 2014					
343459	125 - 620900 -		3,047.25	150653	176292
SECURTY GUARD SERVICES MAY 1-31, 2014 (SUPERVISOR)					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
	# of Claims	2	Vendor Payment Total	7,442.25	
SYSCON, INC					
343458	125 - 620900 -		3,150.00	150652	176302
GULFPORT COURT CLERK SUPPORT					
343458	125 - 620900 -		240.00	150652	176302
GULFPORT COURT CLERK SUPPORT SIX LICENSE					
343458	125 - 620900 -		746.01	150652	176302
ONLINE MUNICIPAL COURT PAYMENT CONVERSION FEE (PRIOR MONTH)					
	# of Claims	3	Vendor Payment Total	4,136.01	
TALINA DAVIS					
343336	010 - 505800 -		100.00	150532	MANUAL
	# of Claims	1	Vendor Payment Total	100.00	
TANISHA BULLARD					
343334	010 - 505800 -		100.00	150530	MANUAL
	# of Claims	1	Vendor Payment Total	100.00	
TANYA WITHERSPOON					
343341	010 - 505800 -		30.00	150537	MANUAL
	# of Claims	1	Vendor Payment Total	30.00	
TEC OF JACKSON INC					
344161	325 - 626001 -		3.08	151351	MANUAL
344161	411 - 626001 - 41140		3.09	151351	MANUAL
344161	511 - 626001 - 05200		3.09	151351	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
344161	311 - 626001 -		3.23	151351	MANUAL
344161	115 - 626001 -		3.57	151351	MANUAL
344161	411 - 626001 - 41139		3.57	151351	MANUAL
344161	435 - 626001 -		3.70	151351	MANUAL
344161	411 - 626001 - 41130		4.70	151351	MANUAL
344161	411 - 626001 - 41142		5.13	151351	MANUAL
344161	425 - 626001 -		5.44	151351	MANUAL
344161	135 - 626001 -		8.08	151351	MANUAL
344161	445 - 626001 -		8.43	151351	MANUAL
344161	290 - 626001 -		13.41	151351	MANUAL
344161	111 - 626001 -		18.18	151351	MANUAL
344161	335 - 626001 -		20.38	151351	MANUAL
344161	811 - 626001 -		21.73	151351	MANUAL
344161	411 - 626001 -		24.96	151351	MANUAL
344161	815 - 626001 -		27.42	151351	MANUAL
344161	125 - 626001 -		37.68	151351	MANUAL
344161	611 - 626001 -		41.61	151351	MANUAL
344161	145 - 626001 -		104.78	151351	MANUAL
344161	213 - 626001 -		182.35	151351	MANUAL
# of Claims			22	Vendor Payment Total	547.61

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Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
TEMPLE INC					
343572	315 - 615500 -		10,000.00	150764	176388
SOFTWARE UPGRADE TO CURRENT SYSTEM THAT WILL ALLOW TRAFFIC DIVISION TO MONITOR TRAFIC LOOPS FROM OFFICE AS WELL AS FIELD; AS PER ATTACHED QUOTE AND EXPLANATION.					
343572	315 - 615500 -		1,250.00	150764	176388
TRAINING - ON SITE ASSISTANCE					
343765	315 - 615500 -		380.36	150956	176115
ITEM #78-8095-4069-9 3M PNEUMATIC PLYPACK GUN FOR TRAFFIC SIGNAL LOOP INSTALLATION					
# of Claims		3	Vendor Payment Total	11,630.36	
TERESA GAYLE BELL					
344040	010 - 210601 -		429.00	151230	MANUAL
# of Claims		1	Vendor Payment Total	429.00	
TEST CALIBRATION CO INC					
343756	815 - 612200 -		-300.00	150947	175551
343757	815 - 612200 -		1,302.56	150948	175551
FUEL INJECTOR P/N BM97538R ID# 18722					
343757	815 - 612200 -		39.29	150948	175551
INJECTOR GASKETS P/N 3054841 ID# 18722					
343757	815 - 612200 -		50.54	150948	175551
INJECTORS GASKETS P/N 3017750 ID# 18722					
# of Claims		4	Vendor Payment Total	1,092.39	
THE PRINT SHED LLC					
343331	213 - 612500 -		255.60	150527	172781
BLANKET PURCHASE ORDER FOR VARIOUS SCREEN PRINTING MONGRAMMING, & UNIFORM SHIRTS, K-9 DIVISION, POLICE CLERKS, SHOP PERSONNEL & DETECTIVE JACKETS					
# of Claims		1	Vendor Payment Total	255.60	

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
THE UNIVERSITY OF MISSISSIPPI					
344027	135 - 626900 -		166.67	151217	176446
REGISTRATION FEE -- TOOL BOX SERIES: BANKRUPTCY 101 AND FILING YOUR FIRST DIVORCE, EMBASSY SUITES, MS (M. MURDOCK, BAR NO. 9824, INVOICE NO. CL10814).					
344027	135 - 626900 -		83.33	151217	176446
REGISTRATION FEE -- WINTER MMA, HILTON HOTEL, JACKSON, MS (C. BRANNON, BAR NO. 102805).					
# of Claims		2	Vendor Payment Total	250.00	
TINA DEDEAUX					
343571	811 - 620900 -		240.00	150763	176398
JANITORAL SERVICE AT LYMAN WATER DEPARTMENT FOR JUNE 2014; INVOICE #1430					
# of Claims		1	Vendor Payment Total	240.00	
TLH ENTERPRISES					
343514	815 - 611300 -		235.00	150708	176325
A/C COMPRESSOR P/N C-1247UA ID# 2386					
343514	815 - 611300 -		511.00	150708	176325
A/C COMPRESSOR REAR P/N C-1942DL ID# 2386					
343514	815 - 611300 -		24.00	150708	176325
DRYER P/N F-52 ID# 2386					
343514	815 - 611300 -		36.00	150708	176325
EXPANSION VALVE P/N M-286 ID# 2386					
343845	335 - 611300 -		83.06	151036	176301
RADIATOR P/N 1193 ID# 2558					
343845	335 - 611300 -		4.94	151036	176301
RADIATOR CAP P/N 2120010 ID# 2558					
# of Claims		6	Vendor Payment Total	894.00	
TOMMY PAYNE					
343365	213 - 626900 -		96.00	150561	175672
FOOD ALLOWANCE WHILE ATTENDING CRISIS INTERVENTION TEAM-LAW ENFORCEMENT OFFICER TRAINING IN MERIDIAN, MS 06/02;04;05/14 (BREAKFAST PROVIDED)					
343365	213 - 626900 -		42.00	150561	175672
FOOD ALLOWANCE WHILE ATTENDING CRISIS INTERVENTION TEAM-LAW ENFORCEMENT OFFICER TRAINING IN MERIDIAN, MS 06/03;06/14 (BREAKFAST PROVIDED)					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
	# of Claims	2	Vendor Payment Total	138.00	
TRI HARD SPORTS					
343858	276 - 630100 -		2,039.68	151049	175991
BLACK & SILVER 2E					
343858	276 - 630100 -		828.62	151049	175991
BLUE & SILVER 2E					
343858	276 - 630100 -		1,019.84	151049	175991
BLUE & SILVER D					
343858	276 - 630100 -		5,672.86	151049	175991
NEW BALANCE 813V2 STYLE MX813BK2 SHOE FOR POLICE DEPARTMENT -BLACK & SILVER D					
"AS PER QUOTES RECEIVED 6/12/14"					
	# of Claims	4	Vendor Payment Total	9,561.00	
TURAN-FOLEY CHEVROLET BUICK GEO					
343324	290 - 611300 -		21.66	150520	176082
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR FIRE DEPARTMENT VEHICLES					
343446	335 - 611300 -		49.36	150640	176041
BLAKET PURCHASE ORDER FOR JUNE - JULY 2014					
343447	335 - 611300 -		18.45	150641	176041
BLAKET PURCHASE ORDER FOR JUNE - JULY 2014					
343448	335 - 611300 -		284.93	150642	176041
BLAKET PURCHASE ORDER FOR JUNE - JULY 2014					
343449	335 - 611300 -		148.75	150643	176041
BLAKET PURCHASE ORDER FOR JUNE - JULY 2014					
343450	335 - 611300 -		42.38	150644	176041
BLAKET PURCHASE ORDER FOR JUNE - JULY 2014					
343451	335 - 611300 -		65.09	150645	176041
BLAKET PURCHASE ORDER FOR JUNE - JULY 2014					
343452	335 - 611300 -		30.40	150646	176041
BLAKET PURCHASE ORDER FOR JUNE - JULY 2014					
	# of Claims	8	Vendor Payment Total	661.02	
TURF MASTER LAWN CARE, INC					
343762	411 - 620900 -		3,260.00	150953	176169

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
MOWING OF BOTH CEMETERIES ON 28TH STREET					
		# of Claims	1	Vendor Payment Total	3,260.00
TYLER TECHNOLOGIES, INC.					
343491	145 - 630400 - 14512		1,175.00	150685	170002
TCM CONVERSION COSTS - AS APPROVED BY CITY COUNCIL ON 07-16-13 - SOLE SOURCE PROVIDER					
344095	145 - 630400 - 14512		587.50	151285	170002
TCM CONTENT MANAGER, EE FORMS GO DOCS CONVERSION					
		# of Claims	2	Vendor Payment Total	1,762.50
UNITED PARCEL SERVICE					
344017	290 - 625700 -		14.40	151207	MANUAL
344070	290 - 625700 -		39.73	151260	MANUAL
		# of Claims	2	Vendor Payment Total	54.13
UNITED STATES TREASURY					
343733	911 - 624100 -		2,166.00	150924	MANUAL
		# of Claims	1	Vendor Payment Total	2,166.00
UNIVEST CAPITAL INC					
343700	815 - 630300 -		1,439.80	150891	176421
PAYMENT #11 OF 36 ON (1) 8' THOMPSON TRASH PUMP.					
343700	825 - 630300 -		1,936.94	150891	176421
PRINCIPAL AND INTEREST PAYMENT #11 OF 36 ON (2) 6' THOMPSON TRASH PUMPS. INVOICE #8231010514. COUNCIL APPROVAL 5/22/13					
		# of Claims	2	Vendor Payment Total	3,376.74
UTILITY PARTNERS, LLC					
343746	311 - 621800 -		248,947.14	150938	176379

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
(S&D) PAY APPLICATION #33 FOR PROFESSIONAL SERVICES CONTRACT FOR STREET AND DRAINAGE MAINTENANCE AND OPERATIONS FOR WORK ACCOMPLISHED BETWEEN JUNE 1 2014 AND JUNE 30,2014; CONTRACT FEE -CONTRACT APPROVED BY CI					
343747	825 - 621800 -		146,310.94	150940	176379
(W&S) PAY APPLICATION #33 FOR SERVICES PERFORMED 06-01-2014 THRU 06-30-2014; \$308,497.31; AS APPROVED BY CITY COUNCIL 09/20/11 LESS 5% RETAINAGE -\$15,424.8796 ; LESS VEHICLE AND MILEAGE -\$450.55 INVOICE #2014-					
343747	815 - 621800 -		146,310.95	150940	176379
(W&S) PAY APPLICATION #33 FOR SERVICES PERFORMED 06-01-2014 THRU 06-30-2014; \$308,497.31; AS APPROVED BY CITY COUNCIL 09/20/11 LESS 5% RETAINAGE -\$15,424.8796 ; LESS VEHICLE AND MILEAGE -\$450.55 INVOICE #2014-					
# of Claims			3	Vendor Payment Total	541,569.03
VERMELL FONEY					
343338	010 - 505800 -		100.00	150534	MANUAL
# of Claims			1	Vendor Payment Total	100.00
VERNON CLARK TRUCKING CO INC					
343327	290 - 611300 -		280.88	150523	175930
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR FIRE DEPARTMENT VEHICLES					
343328	290 - 611300 -		793.60	150524	175930
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR FIRE DEPARTMENT VEHICLES					
# of Claims			2	Vendor Payment Total	1,074.48
VISION SERVICE PLAN INSURANCE CO					
344129	911 - 628600 -		5,067.50	151319	176466
JULY 2014 BILLING FOR VSP (EMPLOYEE VISION PLAN) ACCOUNT NUMBER: 12 332 163 0001 GROUP NAME: CITY OF GULFPORT					
# of Claims			1	Vendor Payment Total	5,067.50
WARING OIL CO					
343766	311 - 614000 -		4,591.33	150957	176241
DIESEL (ON FUEL)					
343766	815 - 614000 -		4,591.33	150957	176241

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
DIESEL (ON FUEL)					
343766	825 - 614000 -		4,591.34	150957	176241
DIESEL (ON FUEL)					
343766	311 - 614000 -		3,427.00	150957	176241
UNLEADED (ETHANOL FREE)					
343766	815 - 614000 -		3,427.00	150957	176241
UNLEADED (ETHANOL FREE)					
343766	825 - 614000 -		3,427.00	150957	176241
UNLEADED (ETHANOL FREE)					
# of Claims			6	Vendor Payment Total	24,055.00
WILLIAM A DAVIS					
344124	290 - 612200 -		230.00	151314	176060
3265 1/2HP PRIMIUM SERIES CHAIN DRIVE OPERATOR					
344124	290 - 612200 -		1,608.00	151314	176060
3724W6 12' 2" X 7' 0" LIFTMASTER OPERATOR FOR FIRE STATION 10 ENGINE ROOM DOOR					
344124	290 - 612200 -		395.00	151314	176060
INSTALLATION AT STATION 10 HOSE & STORAGE ROOM FACILITY					
# of Claims			3	Vendor Payment Total	2,233.00
WILLIAM R THURMAN					
343483	815 - 612200 -		50.00	150677	176318
WELD EAR ON HYD CYLINDER ID# 2699					
# of Claims			1	Vendor Payment Total	50.00
WORLD CLASS ATHLETIC SURFACES INC					
343555	411 - 613100 -		1,149.00	150747	176228
6512 WHITE FIELD MARKING PAINT FOR SPORTSPLEX MAINTENANCE DEPT					
# of Claims			1	Vendor Payment Total	1,149.00
Total # of Claims			1,621	Grand Total	2,180,220.71
					7/23/2014

Vendor**Voucher****Org-Object-Project****Account Description****Amount Claim Invoice****PO #****Item Description**

Vendor**Voucher****Org-Object-Project****Account Description****Amount Claim Invoice****PO #****Item Description**

City of Gulfport

Department - Org Code Index

Org Code	Description	Org Code	Description
111	Executive - Mayor	511	Community Development Block Grant
115	Legislative - Council	512	Urban Development Action Grant
125	Judicial - Courts	515-536	Home Consortium Grant
135	Legal - City Attorney	541	Code Enforcement
145	General Administration	542	MDA Grant - CDBG Supplement
155	Civil Service	543	MDA - Long Term Work Force Housing
175	Public Transportation	611	Urban and Economic Development
211	Police and Fire Retirement Fund	613	Building Code Services
213	Police Operating	614	Planning and Zoning
214	Police Grants	621	Economic Development
275-277	Police Forfeits and Seizures	701	Municipal Debt Service Fund
285-287	Coastal Narcotics Task Force	811	Water Billing
290	Fire	815	Water Operations and Maintenance
311	Streets and Drainage Maintenance	825	Sewer Operations and Maintenance
313	Public Works Admin	835	Debt Service (Water and Sewer)
315	Traffic Control	845	Harrison County Wastewater & Solid Waste Management District
317	Beautification	849-855	Water and Sewer Projects
325	Engineering	901	Operating Transfers Out - Interfund
335	Garage Maintenance	911	Employees' Group Health and Life Fund
345-355	Capital Projects	915	General Liability \ Worker's Comp Fund
409	Library Fund	<u>Hurricane Katrina</u>	
411	Leisure Services	101	General Government
415	Building Maintenance	201	Police
425	Senior Citizens	301	Public Works
435	Cemetery	401	Leisure Services
445	Joseph T. Jones Memorial Park	601	Urban Development
		801	Water & Sewer
		916	Insurance Claims - Katrina



Detail Docket Sorted By Org, Object, and Project

Docket Date: 7/23/2014

CITY OF GULFPORT

010	General Fund	106,272.05
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100100	PETTY CASH	100.00
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HENRY LEVINS PETTY CASH

Invoice #:	150882	P.O. #:	176416	343691	100.00
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PETTY CASH INCREASE FOR FIRE DEPARTMENT. APPROVED COUNCIL OF 7/8/14.

210601	BONDS PAYABLE	5,362.50
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LUCAS WALKER

Invoice #:	151194	P.O. #:	MANUAL	344004	1,800.00
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JAMES DEKLEINHANS

Invoice #:	151196	P.O. #:	MANUAL	344006	489.25
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ISSAC DEWAYNE DAVIS

Invoice #:	151223	P.O. #:	MANUAL	344033	87.75
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SHARIF BYRAM VADON

Invoice #:	151224	P.O. #:	MANUAL	344034	227.00
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ASHLEY MARIE SMITH

Invoice #:	151225	P.O. #:	MANUAL	344035	233.00
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APRIL G MARTIN

Invoice #:	151226	P.O. #:	MANUAL	344036	662.25
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KAYLEASHA A LEE

Invoice #:	151227	P.O. #:	MANUAL	344037	250.00
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JOSEPH LOUIS COLES

Invoice #:	151228	P.O. #:	MANUAL	344038	747.00
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CHAD WAYNE WILBORN			
Invoice #:	151229	P.O. #:	MANUAL
		344039	437.25
TERESA GAYLE BELL			
Invoice #:	151230	P.O. #:	MANUAL
		344040	429.00
210700	ACCRUED COURT ASSESSMENTS		91,715.11
MS STATE TREASURER			
Invoice #:	151252	P.O. #:	176448
		344062	91,715.11
COURT ASSESSMENT/FINE SETTLEMENT FOR JUNE 2014			
210800	COURT ASSESS PUBLIC SAFETY		6,785.80
MS DEPT OF PUBLIC SAFETY			
Invoice #:	151195	P.O. #:	176443
		344005	6,785.80
COURT ASSESSMENT/SPECIAL ASSESSMENTS FOR JUNE 2014			
422900	PERMITS-OTHER		150.00
DONALD PIERSON			
Invoice #:	151394	P.O. #:	MANUAL
		344204	75.00
DIANNE HOPKINS			
Invoice #:	151395	P.O. #:	MANUAL
		344205	75.00
480700	WARRANTS FEES COLLECTED		78.64
AMERICAN MUNICIPAL SERVICES			
Invoice #:	151052	P.O. #:	176329
		343861	78.64
COLLECTION FEES FOR MAY INVOICE #20252			
480800	OTHER REVENUES - COURTS		50.00
STATE OF MS DEPT OF PUBLIC SAFETY			
Invoice #:	151190	P.O. #:	176442
		344000	50.00
CRIME LAB FEES FOR MELVIN MAGEE III ON 6/19/14			
505800	RENTS		2,030.00
TANISHA BULLARD			
Invoice #:	150530	P.O. #:	MANUAL
		343334	100.00

TALINA DAVIS Invoice #: 150532	P.O. #: MANUAL	343336	100.00
GLADYS WILKS Invoice #: 150533	P.O. #: MANUAL	343337	100.00
VERMELL FONEY Invoice #: 150534	P.O. #: MANUAL	343338	100.00
ERICA NEWKIRK Invoice #: 150535	P.O. #: MANUAL	343339	100.00
LORETTA YOUNG Invoice #: 150536	P.O. #: MANUAL	343340	200.00
TANYA WITHERSPOON Invoice #: 150537	P.O. #: MANUAL	343341	30.00
R.J. TYNES Invoice #: 150538	P.O. #: MANUAL	343342	100.00
HARRY MCKINNIS Invoice #: 150539	P.O. #: MANUAL	343343	100.00
CRYSTAL EDWARDS & VIOLA EDWARDS Invoice #: 150540	P.O. #: MANUAL	343344	100.00
RUTH CHRISTINE HOWARD Invoice #: 150541	P.O. #: MANUAL	343345	100.00
ADRIAN EVANS Invoice #: 150542	P.O. #: MANUAL	343346	100.00
BRUSHAWN BROWN Invoice #: 150543	P.O. #: MANUAL	343347	100.00
MARVIN WASHINGTON Invoice #: 150544	P.O. #: MANUAL	343348	100.00

KEIONNA CAROLINE			
Invoice #:	150661	P.O. #:	MANUAL 343467 100.00
FLORA ARRINGTON			
Invoice #:	150662	P.O. #:	MANUAL 343468 100.00
ANTHONY LAWRENCE			
Invoice #:	150663	P.O. #:	MANUAL 343469 100.00
GWENDOLYN STOKES			
Invoice #:	150664	P.O. #:	MANUAL 343470 100.00
CLAUDIA SANCHEZ			
Invoice #:	151361	P.O. #:	MANUAL 344171 100.00
MARVIN BOYKIN			
Invoice #:	151390	P.O. #:	MANUAL 344200 100.00
111	Executive - Mayor		2,897.00
602500	LIFE INSURANCE		28.50
LIFE INSURANCE COMPANY OF N.A. - CIGNA			
Invoice #:	151321	P.O. #:	176469 344131 28.50
JULY 2014 LIFE INSURANCE PREMIUM/POLICY #FLX#963247 & OK964940			
602700	WORKERS COMP		203.00
CITY OF GULFPORT			
Invoice #:	151237	P.O. #:	MANUAL 344047 203.00
614000	GASOLINE, OIL, GREASE		42.42
FLEETCOR TECHNOLOGIES			
Invoice #:	151404	P.O. #:	MANUAL 344214 42.42
621900	MEMBERSHIP DUES AND SUBSCRI		325.00

BANCORP SOUTH BANK

Invoice #: 150926

P.O. #: 176434

343735

325.00

REGISTRATION FEES FOR MAYOR HEWES TO ATTEND 2014 MML IN BILOXI, MS

626001 TELEPHONE**56.08**

TEC OF JACKSON INC

Invoice #: 151351

P.O. #: MANUAL

344161

18.18

CELLULAR SOUTH, INC

Invoice #: 151407

P.O. #: MANUAL

344217

37.90

626900 TRAVEL**317.00**

BANCORP SOUTH BANK

Invoice #: 150926

P.O. #: 176434

343735

317.00

AIR FARE CHARGES TO DALLAS, TX FOR MAYOR HEWES; 06-29-14

629305 INSURANCE PREMIUMS - PROPER**697.00**

CITY OF GULFPORT

Invoice #: 151248

P.O. #: MANUAL

344058

697.00

629310 INSURANCE PREMIUMS - GEN LIA**1,228.00**

CITY OF GULFPORT

Invoice #: 150730

P.O. #: MANUAL

343534

1,228.00

115 Legislative - Council**5,738.07****601300 CITY BENEFITS****9.00**

MISSISSIPPI SELECT HEALTH CARE LLC

Invoice #: 151317

P.O. #: 176470

344127

9.00

FLEXIBLE SPENDING ACCOUNT SERVICE FEE INVOICE# 2797 FOR THE MONTH OF JULY

602500 LIFE INSURANCE**85.50**

LIFE INSURANCE COMPANY OF N.A. - CIGNA

Invoice #: 151321

P.O. #: 176469

344131

85.50

JULY 2014 LIFE INSURANCE PREMIUM/POLICY #FLX#963247 &
OK964940

602700 WORKERS COMP 816.00

CITY OF GULFPORT

Invoice #: 151237

P.O. #: MANUAL

344047

816.00

626001 TELEPHONE 3.57

TEC OF JACKSON INC

Invoice #: 151351

P.O. #: MANUAL

344161

3.57

626900 TRAVEL 210.00

BANCORP SOUTH BANK

Invoice #: 150926

P.O. #: 176434

343735

210.00

REGISTRATION FOR ELLA HOLMES-HINES TO ATTEND MML IN BILOXI, MS; 2014

629305 INSURANCE PREMIUMS - PROPER 1,393.00

CITY OF GULFPORT

Invoice #: 151248

P.O. #: MANUAL

344058

1,393.00

629310 INSURANCE PREMIUMS - GEN LIA 3,221.00

CITY OF GULFPORT

Invoice #: 150730

P.O. #: MANUAL

343534

3,221.00

125 Judicial - Courts 31,878.87

601300 CITY BENEFITS 3.00

MISSISSIPPI SELECT HEALTH CARE LLC

Invoice #: 151317

P.O. #: 176470

344127

3.00

FLEXIBLE SPENDING ACCOUNT SERVICE FEE INVOICE# 2797 FOR THE MONTH OF JULY

602500 LIFE INSURANCE 161.50

LIFE INSURANCE COMPANY OF N.A. - CIGNA

Invoice #: 151321

P.O. #: 176469

344131

161.50

JULY 2014 LIFE INSURANCE PREMIUM/POLICY #FLX#963247 &
OK964940

602700 WORKERS COMP 2,004.00

CITY OF GULFPORT

Invoice #: 151237

P.O. #: MANUAL

344047

2,004.00

610100 CLEANING AND JANITORIAL 1,215.00

BONDS SERVICES, INC

Invoice #: 150647

P.O. #: 176296

343453

1,215.00

JANITORIAL SERVICES FOR JUNE FOR HARDY BUILDING-JOSEPH T JONES BLDG-FITNESS
CENTER-CITY HALL-RECORDS-MUNICIPAL COURT-PUBLIC WORKS

620900 CONTRACTUAL FEES 12,640.89

SYSCON, INC

Invoice #: 150652

P.O. #: 176302

343458

240.00

GULFPORT COURT CLERK SUPPORT SIX LICENSE

SYSCON, INC

Invoice #: 150652

P.O. #: 176302

343458

746.01

ONLINE MUNICIPAL COURT PAYMENT CONVERSION FEE (PRIOR MONTH)

SYSCON, INC

Invoice #: 150652

P.O. #: 176302

343458

3,150.00

GULFPORT COURT CLERK SUPPORT

SWETMAN SECURITY SERVICE

Invoice #: 150653

P.O. #: 176292

343459

3,047.25

SECURTY GUARD SERVICES MAY 1-31, 2014 (SUPERVISOR)

SWETMAN SECURITY SERVICE

Invoice #: 150653

P.O. #: 176292

343459

4,395.00

OFFICERS FOR MAY 1-31, 2014

DMS MAIL MANAGEMENT, INC.

Invoice #: 150654

P.O. #: 176299

343460

45.70

POSTAGE FOR THE MAONTH OF

DMS MAIL MANAGEMENT, INC.

Invoice #: 150654

P.O. #: 176299

343460

101.57

PRINT MAIL FOR 5/5/14 INVOICE #201463086-1572 (\$68.55); INVOICE #201464830-1572 (\$144.90);
INVOICE #201464905-1572 (\$42.09); INVOICE #201465006-1572 (\$71.82).

DMS MAIL MANAGEMENT, INC.

Invoice #: 150655

P.O. #: 176299

343461

21.27

POSTAGE FOR THE MAONTH OF

DMS MAIL MANAGEMENT, INC.

Invoice #: 150655

P.O. #: 176299

343461

47.28

PRINT MAIL FOR 5/5/14 INVOICE #201463086-1572 (\$68.55); INVOICE #201464830-1572 (\$144.90);
INVOICE #201464905-1572 (\$42.09); INVOICE #201465006-1572 (\$71.82).

DMS MAIL MANAGEMENT, INC.			
Invoice #:	150656	P.O. #:	176299
			343462
			44.96
POSTAGE FOR THE MAONTH OF			
DMS MAIL MANAGEMENT, INC.			
Invoice #:	150656	P.O. #:	176299
			343462
			99.94
PRINT MAIL FOR 5/5/14 INVOICE #201463086-1572 (\$68.55); INVOICE #201464830-1572 (\$144.90); INVOICE #201464905-1572 (\$42.09); INVOICE #201465006-1572 (\$71.82).			
DMS MAIL MANAGEMENT, INC.			
Invoice #:	150657	P.O. #:	176299
			343463
			13.06
POSTAGE FOR THE MAONTH OF			
DMS MAIL MANAGEMENT, INC.			
Invoice #:	150657	P.O. #:	176299
			343463
			29.03
PRINT MAIL FOR 5/5/14 INVOICE #201463086-1572 (\$68.55); INVOICE #201464830-1572 (\$144.90); INVOICE #201464905-1572 (\$42.09); INVOICE #201465006-1572 (\$71.82).			
DMS MAIL MANAGEMENT, INC.			
Invoice #:	150658	P.O. #:	176299
			343464
			22.28
POSTAGE FOR THE MAONTH OF			
DMS MAIL MANAGEMENT, INC.			
Invoice #:	150658	P.O. #:	176299
			343464
			49.54
PRINT MAIL FOR 5/5/14 INVOICE #201463086-1572 (\$68.55); INVOICE #201464830-1572 (\$144.90); INVOICE #201464905-1572 (\$42.09); INVOICE #201465006-1572 (\$71.82).			
LEXISNEXIS			
Invoice #:	151216	P.O. #:	MANUAL
			344026
			588.00

621700	MAINTENANCE CONTRACTS	782.11
---------------	------------------------------	---------------

COASTAL DUST CONTROL			
Invoice #:	151199	P.O. #:	MANUAL
			344009
			24.24
COASTAL DUST CONTROL			
Invoice #:	151200	P.O. #:	MANUAL
			344010
			24.24
COASTAL DUST CONTROL			
Invoice #:	151201	P.O. #:	MANUAL
			344011
			24.24
COASTAL DUST CONTROL			
Invoice #:	151204	P.O. #:	MANUAL
			344014
			24.24
ROBERT J YOUNG COMPANY INC			
Invoice #:	151233	P.O. #:	MANUAL
			344043
			283.70

ROBERT J YOUNG COMPANY INC			
Invoice #:	151282	P.O. #:	MANUAL
		344092	176.45
ROBERT J YOUNG COMPANY INC			
Invoice #:	151300	P.O. #:	MANUAL
		344110	225.00
626001	TELEPHONE		104.02
TEC OF JACKSON INC			
Invoice #:	151351	P.O. #:	MANUAL
		344161	37.68
CELLULAR SOUTH, INC			
Invoice #:	151407	P.O. #:	MANUAL
		344217	66.34
626003	WATER		229.35
CITY OF GULFPORT			
Invoice #:	151406	P.O. #:	MANUAL
		344216	229.35
626500	PRINTING AND BINDING		748.00
CLAYS PRINT SHOP INC			
Invoice #:	151005	P.O. #:	175749
		343814	658.00
	NOTICE TO APPEAR FORMS; 2PT NCR (10,000)		
CLAYS PRINT SHOP INC			
Invoice #:	151005	P.O. #:	175749
		343814	90.00
	DAILY CASH REPORTS (3550-4050); 500/PACK		
629305	INSURANCE PREMIUMS - PROPER		12,574.00
CITY OF GULFPORT			
Invoice #:	151248	P.O. #:	MANUAL
		344058	12,574.00
629310	INSURANCE PREMIUMS - GEN LIA		1,417.00
CITY OF GULFPORT			
Invoice #:	150730	P.O. #:	MANUAL
		343534	1,417.00

135 Legal - City Attorney 23,613.37

601300 CITY BENEFITS 6.00

MISSISSIPPI SELECT HEALTH CARE LLC

Invoice #: 151317 P.O. #: 176470 344127 6.00

FLEXIBLE SPENDING ACCOUNT SERVICE FEE INVOICE# 2797 FOR THE MONTH OF JULY

602500 LIFE INSURANCE 76.00

LIFE INSURANCE COMPANY OF N.A. - CIGNA

Invoice #: 151321 P.O. #: 176469 344131 76.00

JULY 2014 LIFE INSURANCE PREMIUM/POLICY #FLX#963247 &
OK964940

602700 WORKERS COMP 519.00

CITY OF GULFPORT

Invoice #: 151237 P.O. #: MANUAL 344047 519.00

610400 OFFICE SUPPLIES 287.92

OFFICE DEPOT

Invoice #: 151329 P.O. #: 176144 344139 287.92

INK CARTRIDGES FOR PROSECUTOR'S OFFICE

620900 CONTRACTUAL FEES 20,076.95

AUTOMATION PERSONNEL SERVICES, INC.

Invoice #: 150648 P.O. #: 176298 343454 260.59

MADDEN, LISHA N (UTILITY BILLING) WEEK ENDING 6/22/14 INVOICE #402944 (40HRS);
WHITFIELD, BETHANY (LEGAL) WEEK ENDING 6/22/14 INVOICE #402944 (39HRS)
5/14 INVOICE #398847 (40HRS)

AUTOMATION PERSONNEL SERVICES, INC.

Invoice #: 150649 P.O. #: 176298 343455 29.46

MADDEN, LISHA N (UTILITY BILLING) WEEK ENDING 6/22/14 INVOICE #402944 (40HRS);
WHITFIELD, BETHANY (LEGAL) WEEK ENDING 6/22/14 INVOICE #402944 (39HRS)
5/14 INVOICE #398847 (40HRS)

AUTOMATION PERSONNEL SERVICES, INC.

Invoice #: 150650 P.O. #: 176298 343456 10.32

MADDEN, LISHA N (UTILITY BILLING) WEEK ENDING 6/22/14 INVOICE #402944 (40HRS);
WHITFIELD, BETHANY (LEGAL) WEEK ENDING 6/22/14 INVOICE #402944 (39HRS)
5/14 INVOICE #398847 (40HRS)

AUTOMATION PERSONNEL SERVICES, INC.

Invoice #: 150651 P.O. #: 176298 343457 245.63

MADDEN, LISHA N (UTILITY BILLING) WEEK ENDING 6/22/14 INVOICE #402944 (40HRS);
WHITFIELD, BETHANY (LEGAL) WEEK ENDING 6/22/14 INVOICE #402944 (39HRS)
5/14 INVOICE #398847 (40HRS)

JOHN C. DAWSON, JR

Invoice #: 150904 P.O. #: 176418 343713 4,386.00

FEES INCURRED AS PART-TIME PROSECUTOR IN PROSECUTOR'S OFFICE DURING 6-16014
THROUGH 7-3-14, COUNCIL APPROVED 02-18-14.

LUKE D WILSON

Invoice #: 150905

P.O. #: 176423

343714

2,358.75

FEES INCURRED IN PROSECUTOR'S OFFICE (PART-TIME), INVOICE NO.194, FOR SERVICES RENDERED MAY 28- JULY 1, 2014, COUNCIL APPROVED OCT. 22, 2013.

AUTOMATION PERSONNEL SERVICES, INC.

Invoice #: 150977

P.O. #: 176407

343786

210.37

MADDEN, LISHA N (UTILITY BILLING) WEEK ENDING 6/29/14 INVOICE #404084 (40HRS);
WHITFIELD, BETHANY (LEGAL) WEEK ENDING 6/29/14 INVOICE #40484 (40HRS)
5/14 INVOICE #398847 (40HRS) 5

AUTOMATION PERSONNEL SERVICES, INC.

Invoice #: 150978

P.O. #: 176407

343787

255.95

MADDEN, LISHA N (UTILITY BILLING) WEEK ENDING 6/29/14 INVOICE #404084 (40HRS);
WHITFIELD, BETHANY (LEGAL) WEEK ENDING 6/29/14 INVOICE #40484 (40HRS)
5/14 INVOICE #398847 (40HRS) 5

AUTOMATION PERSONNEL SERVICES, INC.

Invoice #: 150979

P.O. #: 176407

343788

93.68

MADDEN, LISHA N (UTILITY BILLING) WEEK ENDING 6/29/14 INVOICE #404084 (40HRS);
WHITFIELD, BETHANY (LEGAL) WEEK ENDING 6/29/14 INVOICE #40484 (40HRS)
5/14 INVOICE #398847 (40HRS) 5

DUKES DUKES KEATING & FANCA ATTY

Invoice #: 151294

P.O. #: 176409

344104

791.64

FEE INCURRED PURSUANT TO CONTRACT WITH CITY OF GULFPORT TO PERFORM SERVICES AS GENERAL COUNSEL, STATEMENT NO. 102354, DATED MAY 23, 2014, SERVICES RENDERED MAY, 1-14, 2014, COUNCIL APPROVED OCTOBER 22, 2013.

DUKES DUKES KEATING & FANCA ATTY

Invoice #: 151294

P.O. #: 176409

344104

791.64

FEE INCURRED PURSUANT TO CONTRACT WITH CITY OF GULFPORT TO PERFORM SERVICES AS GENERAL COUNSEL, STATEMENT NO. 102354, DATED MAY 23, 2014, SERVICES RENDERED MAY, 15-31, 2014, COUNCIL APPROVED OCTOBER 22, 2013.

DUKES DUKES KEATING & FANCA ATTY

Invoice #: 151294

P.O. #: 176409

344104

59.64

REPRODUCTION COSTS FOR CAREER DAY AT NORTH GULFPORT.

DUKES DUKES KEATING & FANCA ATTY

Invoice #: 151294

P.O. #: 176409

344104

791.64

FEE INCURRED PURSUANT TO CONTRACT WITH CITY OF GULFPORT TO PERFORM SERVICES AS GENERAL COUNSEL, STATEMENT NO. 103545, DATED MAY 23, 2014, SERVICES RENDERED JUNE 1-14, 2014, COUNCIL APPROVED OCTOBER 22, 2013.

DUKES DUKES KEATING & FANCA ATTY

Invoice #: 151294

P.O. #: 176409

344104

791.64

FEE INCURRED PURSUANT TO CONTRACT WITH CITY OF GULFPORT TO PERFORM SERVICES AS GENERAL COUNSEL, STATEMENT NO. 103545, DATED MAY 23, 2014, SERVICES RENDERED JUNE 14-30, 2014, COUNCIL APPROVED OCTOBER 22, 2013.

DUKES DUKES KEATING & FANCA ATTY

Invoice #: 151295

P.O. #: 176409

344105

736.14

FEE INCURRED PURSUANT TO CONTRACT WITH CITY OF GULFPORT TO PERFORM SERVICES AS GENERAL COUNSEL, STATEMENT NO. 102354, DATED MAY 23, 2014, SERVICES RENDERED MAY, 1-14, 2014, COUNCIL APPROVED OCTOBER 22, 2013.

DUKES DUKES KEATING & FANCA ATTY

Invoice #: 151295

P.O. #: 176409

344105

736.14

FEE INCURRED PURSUANT TO CONTRACT WITH CITY OF GULFPORT TO PERFORM SERVICES AS GENERAL COUNSEL, STATEMENT NO. 102354, DATED MAY 23, 2014, SERVICES RENDERED MAY, 15-31, 2014, COUNCIL APPROVED OCTOBER 22, 2013.

DUKES DUKES KEATING & FANCA ATTY

Invoice #: 151295

P.O. #: 176409

344105

55.46

REPRODUCTION COSTS FOR CAREER DAY AT NORTH GULFPORT.

DUKES DUKES KEATING & FANCA ATTY

Invoice #: 151295	P.O. #: 176409	344105	736.14
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FEE INCURRED PURSUANT TO CONTRACT WITH CITY OF GULFPORT TO PERFORM SERVICES
AS GENERAL COUNSEL, STATEMENT NO. 103545, DATED MAY JULY 9, 2014, SERVICES
RENDERED JUNE 1-14, 2014, COUNCIL APPROVED OCTOBER 22, 201

DUKES DUKES KEATING & FANCA ATTY

Invoice #: 151295	P.O. #: 176409	344105	736.12
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FEE INCURRED PURSUANT TO CONTRACT WITH CITY OF GULFPORT TO PERFORM SERVICES
AS GENERAL COUNSEL, STATEMENT NO. 103545, DATED MAY JULY 9, 2014, SERVICES
RENDERED JUNE 14-30, 2014, COUNCIL APPROVED OCTOBER 22, 20

DUKES DUKES KEATING & FANCA ATTY

Invoice #: 151296	P.O. #: 176409	344106	736.14
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FEE INCURRED PURSUANT TO CONTRACT WITH CITY OF GULFPORT TO PERFORM SERVICES
AS GENERAL COUNSEL, STATEMENT NO. 102354, DATED MAY 23, 2014, SERVICES RENDERED
MAY, 1-14, 2014, COUNCIL APPROVED OCTOBER 22, 2013.

DUKES DUKES KEATING & FANCA ATTY

Invoice #: 151296	P.O. #: 176409	344106	736.14
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FEE INCURRED PURSUANT TO CONTRACT WITH CITY OF GULFPORT TO PERFORM SERVICES
AS GENERAL COUNSEL, STATEMENT NO. 102354, DATED MAY 23, 2014, SERVICES RENDERED
MAY, 15-31, 2014, COUNCIL APPROVED OCTOBER 22, 2013.

DUKES DUKES KEATING & FANCA ATTY

Invoice #: 151296	P.O. #: 176409	344106	55.46
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REPRODUCTION COSTS FOR CAREER DAY AT NORTH GULFPORT.

DUKES DUKES KEATING & FANCA ATTY

Invoice #: 151296	P.O. #: 176409	344106	736.14
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FEE INCURRED PURSUANT TO CONTRACT WITH CITY OF GULFPORT TO PERFORM SERVICES
AS GENERAL COUNSEL, STATEMENT NO. 103545, DATED MAY JULY 9, 2014, SERVICES
RENDERED JUNE 1-14, 2014, COUNCIL APPROVED OCTOBER 22, 201

DUKES DUKES KEATING & FANCA ATTY

Invoice #: 151296	P.O. #: 176409	344106	736.12
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FEE INCURRED PURSUANT TO CONTRACT WITH CITY OF GULFPORT TO PERFORM SERVICES
AS GENERAL COUNSEL, STATEMENT NO. 103545, DATED MAY JULY 9, 2014, SERVICES
RENDERED JUNE 14-30, 2014, COUNCIL APPROVED OCTOBER 22, 20

DUKES DUKES KEATING & FANCA ATTY

Invoice #: 151297	P.O. #: 176409	344107	736.14
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FEE INCURRED PURSUANT TO CONTRACT WITH CITY OF GULFPORT TO PERFORM SERVICES
AS GENERAL COUNSEL, STATEMENT NO. 102354, DATED MAY 23, 2014, SERVICES RENDERED
MAY, 1-14, 2014, COUNCIL APPROVED OCTOBER 22, 2013.

DUKES DUKES KEATING & FANCA ATTY

Invoice #: 151297	P.O. #: 176409	344107	736.14
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FEE INCURRED PURSUANT TO CONTRACT WITH CITY OF GULFPORT TO PERFORM SERVICES
AS GENERAL COUNSEL, STATEMENT NO. 102354, DATED MAY 23, 2014, SERVICES RENDERED
MAY, 15-31, 2014, COUNCIL APPROVED OCTOBER 22, 2013.

DUKES DUKES KEATING & FANCA ATTY

Invoice #: 151297	P.O. #: 176409	344107	55.46
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REPRODUCTION COSTS FOR CAREER DAY AT NORTH GULFPORT.

DUKES DUKES KEATING & FANCA ATTY

Invoice #: 151297	P.O. #: 176409	344107	736.14
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FEE INCURRED PURSUANT TO CONTRACT WITH CITY OF GULFPORT TO PERFORM SERVICES
AS GENERAL COUNSEL, STATEMENT NO. 103545, DATED MAY JULY 9, 2014, SERVICES
RENDERED JUNE 1-14, 2014, COUNCIL APPROVED OCTOBER 22, 201

DUKES DUKES KEATING & FANCA ATTY

Invoice #: 151297	P.O. #: 176409	344107	736.12
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FEE INCURRED PURSUANT TO CONTRACT WITH CITY OF GULFPORT TO PERFORM SERVICES
AS GENERAL COUNSEL, STATEMENT NO. 103545, DATED MAY JULY 9, 2014, SERVICES
RENDERED JUNE 14-30, 2014, COUNCIL APPROVED OCTOBER 22, 20

621300	LEGAL FEES	195.00
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GAYLE PARKER COUNTY COURT CLERK

Invoice #: 151202	P.O. #: 176453	344012	195.00
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COMMISSION FEES, D2401-2002-1166, CITY OF GULFPORT VS. LARRY AND PATSY WHITE, HIGHWAY 49-O"NEAL SEWER AND WATER PROJECT, COUNCIL APPROVED NOVEMBER 2, 1010.

621700	MAINTENANCE CONTRACTS	878.31
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ROBERT J YOUNG COMPANY INC

Invoice #: 151283	P.O. #: MANUAL	344093	878.31
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621900	MEMBERSHIP DUES AND SUBSCRI	32.55
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SAMS CLUB CORP

Invoice #: 150906	P.O. #: 176322	343715	15.75
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MEMBERSHIP DUES FOR CITYWIDE SAM CARDS

SUPREME COURT OF MISSISSIPPI

Invoice #: 151213	P.O. #: 176452	344023	16.80
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ELECTRONIC COPIES OF DOCKETS, CASES, REPORTS, ETC. IN HARRISON COUNTY COURT (JB573)

626001	TELEPHONE	20.64
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TEC OF JACKSON INC

Invoice #: 151351	P.O. #: MANUAL	344161	8.08
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CELLULAR SOUTH, INC

Invoice #: 151407	P.O. #: MANUAL	344217	12.56
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626900	TRAVEL	250.00
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THE UNIVERSITY OF MISSISSIPPI

Invoice #: 151217	P.O. #: 176446	344027	166.67
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REGISTRATION FEE -- TOOL BOX SERIES: BANKRUPRTY 101 AND FILING YOUR FIRST DIVORCE, EMBASSY SUITES, MS (M. MURDOCK, BAR NO. 9824, INVOICE NO. CL10814).

THE UNIVERSITY OF MISSISSIPPI

Invoice #: 151217	P.O. #: 176446	344027	83.33
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REGISTRATION FEE -- WINTER MMA, HILTON HOTEL, JACKSON, MS (C. BRANNON, BAR NO. 102805).

629305	INSURANCE PREMIUMS - PROPER	713.00
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CITY OF GULFPORT

Invoice #: 151248	P.O. #: MANUAL	344058	713.00
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629310 INSURANCE PREMIUMS - GEN LIA 558.00

CITY OF GULFPORT

Invoice #: 150730 P.O. #: MANUAL 343534 558.00

145 General Administration 106,508.23

601300 CITY BENEFITS 39.00

MISSISSIPPI SELECT HEALTH CARE LLC

Invoice #: 151317 P.O. #: 176470 344127 39.00

FLEXIBLE SPENDING ACCOUNT SERVICE FEE INVOICE# 2797 FOR THE MONTH OF JULY

602500 LIFE INSURANCE 285.00

LIFE INSURANCE COMPANY OF N.A. - CIGNA

Invoice #: 151321 P.O. #: 176469 344131 285.00

JULY 2014 LIFE INSURANCE PREMIUM/POLICY #FLX#963247 &
OK964940

602700 WORKERS COMP 3,545.00

CITY OF GULFPORT

Invoice #: 151237 P.O. #: MANUAL 344047 3,545.00

610100 CLEANING AND JANITORIAL 2,072.77

BONDS SERVICES, INC

Invoice #: 150647 P.O. #: 176296 343453 2,047.50

JANITORIAL SERVICES FOR JUNE FOR HARDY BUILDING-JOSEPH T JONES BLDG-FITNESS
CENTER-CITY HALL-RECORDS-MUNICIPAL COURT-PUBLIC WORKS

COASTAL DUST CONTROL

Invoice #: 150921 P.O. #: MANUAL 343730 25.27

610400 OFFICE SUPPLIES 15.84

KAREN MCCARTY, PETTY CASH

Invoice #: 150884 P.O. #: 176293 343693 15.84

CLAY'S PRINT SHOP CATHERINE MINERICH CITY GRANT PRESENTATION

610700 OPERATING SUPPLIES 258.89

NECAISE LOCKSMITH SERVICE INC

Invoice #: 150961 P.O. #: 176363 343770 45.52

DUPLICATE KEY WITH A CHIP FOR UNIT #1947 FORD EXCURSION 2005

NECAISE LOCKSMITH SERVICE INC

Invoice #: 150961

P.O. #: 176363

343770

11.38

KEY RING IDS

STEPHEN WISHNACK

Invoice #: 151051

P.O. #: 176330

343860

201.99

DVD "CUSTOMER SERVICE FOR MUNICIPALITIES" FOR HUMAN RESOURCES INVOICE
#978-314-1102**612200 REPAIRS AND MAINTENANCE****13.32**

LOWES OF GULFPORT MS 466

Invoice #: 150920

P.O. #: 174884

343729

13.32

ITEM #388031 GLUE FOR TILE REPLACEMENT IN COUNCIL CHAMBER.

614000 GASOLINE, OIL, GREASE**90.85**

FLEETCOR TECHNOLOGIES

Invoice #: 151404

P.O. #: MANUAL

344214

90.85

620900 CONTRACTUAL FEES**2,167.56**

ELWOOD STAFFING SERVICES INC

Invoice #: 150949

P.O. #: 176303

343758

365.70

TEMPORARY WORKER SCOTT, TOSHA WEEK ENDING 6/22/14 INVOICE #672965 (26.50
HOURS), WEEK ENDING 1/15/2015 INVOICE #667333 (34.50 HOURS)

ELWOOD STAFFING SERVICES INC

Invoice #: 150950

P.O. #: 176303

343759

476.10

TEMPORARY WORKER SCOTT, TOSHA WEEK ENDING 6/22/14 INVOICE #672965 (26.50
HOURS), WEEK ENDING 1/15/2015 INVOICE #667333 (34.50 HOURS)

SPHERION CORP

Invoice #: 150980

P.O. #: 176405

343789

291.82

BROWN, MICHELLE TEMPORARY WORKER IN UTILITY BILLING WEEK ENDING 6/22/14 (40
HOURS) INVOICE #12957889;

SPHERION CORP

Invoice #: 150980

P.O. #: 176405

343789

289.48

BROWN, MICHELLE TEMPORARY WORKER IN UTILITY BILLING WEEK ENDING 6/29/14 (39.68
HOURS) INVOICE #12957889;

SPHERION CORP

Invoice #: 150981

P.O. #: 176405

343790

286.58

BROWN, MICHELLE TEMPORARY WORKER IN UTILITY BILLING WEEK ENDING 6/22/14 (40
HOURS) INVOICE #12957889;

SPHERION CORP

Invoice #: 150981

P.O. #: 176405

343790

284.29

BROWN, MICHELLE TEMPORARY WORKER IN UTILITY BILLING WEEK ENDING 6/29/14 (39.68
HOURS) INVOICE #12957889;

LEWIS J SHANK

Invoice #: 151215

P.O. #: MANUAL

344025

59.85

HARRISON COUNTY EMERGENCY

Invoice #: 151236

P.O. #: MANUAL

344046

113.74

621700 MAINTENANCE CONTRACTS**1,621.41**

ROBERT J YOUNG COMPANY INC

Invoice #: 150935

P.O. #: MANUAL

343743

300.00

ROBERT J YOUNG COMPANY INC

Invoice #: 151281

P.O. #: MANUAL

344091

620.66

ROBERT J YOUNG COMPANY INC

Invoice #: 151293

P.O. #: MANUAL

344103

389.74

ROBERT J YOUNG COMPANY INC

Invoice #: 151309

P.O. #: MANUAL

344119

311.01

621900 MEMBERSHIP DUES AND SUBSCRI**971.50**

SAMS CLUB CORP

Invoice #: 150906

P.O. #: 176322

343715

94.50

MEMBERSHIP DUES FOR CITYWIDE SAM CARDS

BANCORP SOUTH BANK

Invoice #: 150926

P.O. #: 176434

343735

480.00

FEE FOR CAFR SUBMISSION TO GFAO

M LEE SMITH PUBLISHERS LLC

Invoice #: 151053

P.O. #: 176343

343862

397.00

ONE YEAR SUBSCRIPTION FOR CHERYL MILLENDER TO THE MISSISSIPPI EMPLOYMENT
LAW LETTER FOR THE PERIOD OF JULY 2014 TO JUNE 2015**622300 TRAINING PROGRAMS****213.13**

BANCORP SOUTH BANK

Invoice #: 150926

P.O. #: 176434

343735

213.13

REGISTRATION AND BOOK FEE FOR H.CITTA TO ATTEND THE ADMIN ASSISTANTS
CONFERENCE IN HATTIESBURG, MS; 08-05-2014**624200 BANK FEES****1,016.21**

BANCORPSOUTH CASH MANAGEMENT DIV.

Invoice #: 150727

P.O. #: 176394

343533

1,016.21

MONTHLY BANK CHARGES FOR MAY 1, 2014 THRU MAY 31, 2014

625700 POSTAGE 588.46

DMS MAIL MANAGEMENT, INC.

Invoice #: 150767 P.O. #: 176361 343575 490.02

INVOICE #20143507-541 FOR GENERAL FINANCE #1 FOR THE MONTH OF JUNE

DMS MAIL MANAGEMENT, INC.

Invoice #: 150767 P.O. #: 176361 343575 46.97

INVOICE #20143509-554 HARDY BUILDING MAIL SERVICE FOR THE MONTH OF JUNE

DMS MAIL MANAGEMENT, INC.

Invoice #: 150768 P.O. #: 176361 343576 46.97

INVOICE #20143507-541 FOR GENERAL FINANCE #1 FOR THE MONTH OF JUNE

DMS MAIL MANAGEMENT, INC.

Invoice #: 150768 P.O. #: 176361 343576 4.50

INVOICE #20143509-554 HARDY BUILDING MAIL SERVICE FOR THE MONTH OF JUNE

626001 TELEPHONE 824.88

TEC OF JACKSON INC

Invoice #: 151351 P.O. #: MANUAL 344161 104.78

CELLULAR SOUTH, INC

Invoice #: 151407 P.O. #: MANUAL 344217 720.10

626002 ELECTRIC 5,104.32

MS POWER COMPANY

Invoice #: 151380 P.O. #: MANUAL 344190 985.60

MS POWER COMPANY

Invoice #: 151401 P.O. #: MANUAL 344211 1,534.71

MS POWER COMPANY

Invoice #: 151405 P.O. #: MANUAL 344215 2,584.01

626003 WATER 523.81

CITY OF GULFPORT

Invoice #: 151370 P.O. #: MANUAL 344180 32.30

CITY OF GULFPORT

Invoice #: 151406

P.O. #: MANUAL

344216

491.51

626004 GAS**30.78**

CENTERPOINT ENERGY RESOURCES CORP

Invoice #: 151354

P.O. #: MANUAL

344164

30.78

626700 RENTAL**100.00**

JOHN FAYARD MOVING & WHSE, LLC

Invoice #: 151208

P.O. #: MANUAL

344018

100.00

626900 TRAVEL**63.00**

CAROLYN CARSON-COLLINS

Invoice #: 150714

P.O. #: 176425

343521

63.00

DINNER MEALS WHILE ATTENDING EEOC SEMINAR IN JACKSON, MS; 07-21-14 THRU 07-23-14

627700 CONTRIBUTIONS**75,923.00**

HARRISON CO. LIBRARY SYSTEM

Invoice #: 150552

P.O. #: 174213

343356

75,923.00

ENCUMBER REMAINING QUARTERLY CONTRIBUTIONS -OPERATIONS OF THE PUBLIC LIBRARIES IN GULFPORT. APPROVED BY COUNCIL ON 9/10/13 FOR FY 2014.

629305 INSURANCE PREMIUMS - PROPER**5,785.00**

CITY OF GULFPORT

Invoice #: 151248

P.O. #: MANUAL

344058

5,785.00

629310 INSURANCE PREMIUMS - GEN LIA**3,492.00**

CITY OF GULFPORT

Invoice #: 150730

P.O. #: MANUAL

343534

3,492.00

630400 COMPUTER EQUIPMENT**1,762.50****14512****1,762.50**

TYLER TECHNOLOGIES, INC.

Invoice #: 150685 P.O. #: 170002 343491 1,175.00

TCM CONVERSION COSTS - AS APPROVED BY CITY COUNCIL ON 07-16-13 - SOLE SOURCE PROVIDER

TYLER TECHNOLOGIES, INC.

Invoice #: 151285 P.O. #: 170002 344095 587.50

TCM CONTENT MANAGER, EE FORMS GO DOCS CONVERSION

155 Civil Service 1,507.45

621300 LEGAL FEES 850.00

EDDIE MILLER ATTY AT LAW

Invoice #: 150761 P.O. #: 176385 343569 850.00

CIVIL SERVICE ATTORNEY - SERVICES RENDERED 03-19-14 THRU 07-01-14

621900 MEMBERSHIP DUES AND SUBSCRI 29.95

BANCORP SOUTH BANK

Invoice #: 150926 P.O. #: 176434 343735 29.95

BOOK FEE FOR HUMAN RESOURCES - PERSONNEL TESTING IN THE PUBLIC SAFETY INDUSTRY

626100 ADVERTISING 627.50

GULF PUBLISHING CO INC

Invoice #: 150888 P.O. #: 175663 343697 627.50

ADVERTISEMENT FOR FIRE FIGHTER ENTRY-LEVEL TEST TO RUN FOR SUNDAYS, JUNE 1-15 2014

175 Public Transportation 82,433.75

627705 PUBLIC TRANSPORTATION 82,433.75

COAST TRANSIT AUTHORITY

Invoice #: 151211 P.O. #: 176444 344021 68,750.00

TRANSPORTATION SERVICES SUPPORT -FOURTH QUARTER PER FY 2014 BUDGET FOR TRANSPORTATION SERVICES PER BUDGET APPROVAL BY COUNCIL ON SEPT 10, 2013

COAST TRANSIT AUTHORITY

Invoice #: 151211 P.O. #: 176444 344021 13,683.75

INCREASE IN FY 2014 LOCAL SUBSIDY AS PER AMENDED APPROVED BUDGET FOURTH QUARTER. COUNCIL APPROVAL 12/10/13.

213 Police Operating 329,017.20

601300 CITY BENEFITS 54.00

MISSISSIPPI SELECT HEALTH CARE LLC

Invoice #: 151317

P.O. #: 176470

344127

54.00

FLEXIBLE SPENDING ACCOUNT SERVICE FEE INVOICE# 2797 FOR THE MONTH OF JULY

602500 LIFE INSURANCE 1,871.50

LIFE INSURANCE COMPANY OF N.A. - CIGNA

Invoice #: 151321

P.O. #: 176469

344131

1,871.50

JULY 2014 LIFE INSURANCE PREMIUM/POLICY #FLX#963247 &
OK964940**602700 WORKERS COMP 142,485.00**

CITY OF GULFPORT

Invoice #: 151237

P.O. #: MANUAL

344047

142,485.00

610400 OFFICE SUPPLIES 658.65

AWARDS UNLIMITED

Invoice #: 151003

P.O. #: 175411

343812

180.00

ITEM #DS20, NAME PLATE FOR LIEUTENANTS AND SERGEANTS ASSIGNED TO THE
ADMINISTRATIVE STAFF

ITSAVVY LLC

Invoice #: 151046

P.O. #: 176128

343855

415.75

CANON IMAGE FORMULA DR-C125 DOCUMENT SCANNER
FOR ROOM #

ITSAVVY LLC

Invoice #: 151046

P.O. #: 176128

343855

62.90

STAR TECH DISPLAY 310 GRAPHICS CARD
QUOTE #2620916**610700 OPERATING SUPPLIES 5,284.01**

LASER LABS, INC

Invoice #: 150725

P.O. #: 176112

343532

365.00

ITEM#100, TINT METER, MODEL 100

ROPER SUPPLY CO

Invoice #: 150968

P.O. #: 173885

343777

1,853.00

ITEM #26062, SL20 LED FLASHLIGHT - REPLACEMENT OF OLD LIGHTS

LOWES OF GULFPORT MS 466

Invoice #: 150985

P.O. #: 176340

343794

607.76

ITEM #54922 FRIGIDAIRE 20.6 CU. FT. UPRIGHT FREEZER, ITEM #54922 LFFH21F7HW
04628093000P MODEL # 54922 THIRD FLOOR MUNICIPAL COMPLEX, 5405-530000118469 CC

ITSAVVY LLC

Invoice #: 151046

P.O. #: 176128

343855

246.00

NVIDIA NVS 310 BY PNY, GRAPHIC CARD, PART #VCNVS310DP-PB, QUOTE #2620362

INTOXIMETERS**Invoice #:** 151048**P.O. #:** 175410

343857

2,212.25

PORTABLE INTOXILYZER, ALCO-SENSOR FST, USED FOR BREATH ALCOHOL TESTING,
ITEM#40-0010-00**611300 MOTOR VEHICLE REPAIRS****17,949.83****SMITTY'S SUPPLY LLC****Invoice #:** 150464**P.O. #:** 175587

343268

3,054.63

BLANKET PO FOR MOTOR OIL, WASHER FLUID, ANTI-FREEZE, & TRANSMISSION FLUID FOR
POLICE GARAGE**GOODYEAR TIRE & RUBBER CO****Invoice #:** 150465**P.O. #:** 175310

343269

94.83

BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES

M J DONOVAN ENTERPRISES**Invoice #:** 150466**P.O. #:** 175378

343270

557.04

BLANKET PURCHASE ORDER FOR VEHICLE DECALS ON POLICE VEHICLES

HURRICANE ELECTRONICS INC**Invoice #:** 150467**P.O. #:** 175414

343271

295.50

BLANKET PURCHASE ORDER TO REPAIR POLICE VEHICLE & PORTABLE RADIOS

CORNETT BOLT & SCREW, INC**Invoice #:** 150468**P.O. #:** 174546

343272

165.72

BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES

CORNETT BOLT & SCREW, INC**Invoice #:** 150469**P.O. #:** 174546

343273

4.72

BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES

PERFORMANCE TIRE & WHEEL INC #1**Invoice #:** 150470**P.O. #:** 171384

343274

39.00

BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES

O REILLY AUTO PARTS**Invoice #:** 150477**P.O. #:** 175579

343281

9.53

BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES

O REILLY AUTO PARTS**Invoice #:** 150478**P.O. #:** 175579

343282

7.69

BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES

O REILLY AUTO PARTS**Invoice #:** 150479**P.O. #:** 175579

343283

3.49

BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES

O REILLY AUTO PARTS**Invoice #:** 150480**P.O. #:** 175579

343284

22.24

BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES

O REILLY AUTO PARTS

Invoice #: 150481	P.O. #: 175579	343285	79.80
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES

MAXIMUM AUTO PARTS & SUPPLY INC

Invoice #: 150482	P.O. #: 175150	343286	2.52
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES

MAXIMUM AUTO PARTS & SUPPLY INC

Invoice #: 150483	P.O. #: 175150	343287	587.00
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES

MAXIMUM AUTO PARTS & SUPPLY INC

Invoice #: 150484	P.O. #: 175150	343288	66.36
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES

MAXIMUM AUTO PARTS & SUPPLY INC

Invoice #: 150485	P.O. #: 175150	343289	3.52
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES

MAXIMUM AUTO PARTS & SUPPLY INC

Invoice #: 150486	P.O. #: 175150	343290	16.33
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES

MAXIMUM AUTO PARTS & SUPPLY INC

Invoice #: 150487	P.O. #: 175150	343291	69.70
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES

MAXIMUM AUTO PARTS & SUPPLY INC

Invoice #: 150488	P.O. #: 175150	343292	282.76
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES

MAXIMUM AUTO PARTS & SUPPLY INC

Invoice #: 150489	P.O. #: 175150	343293	315.16
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES

MAXIMUM AUTO PARTS & SUPPLY INC

Invoice #: 150490	P.O. #: 175150	343294	58.32
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES

MAXIMUM AUTO PARTS & SUPPLY INC

Invoice #: 150491	P.O. #: 175150	343295	15.87
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES

MAXIMUM AUTO PARTS & SUPPLY INC

Invoice #: 150492	P.O. #: 175150	343296	2.52
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES

PARTS AND SUPPLY INC

Invoice #: 150493	P.O. #: MANUAL	343297	-156.30
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PARTS AND SUPPLY INC

Invoice #: 150494

P.O. #: MANUAL

343298

-165.00

PARTS AND SUPPLY INC

Invoice #: 150495

P.O. #: 174682

343299

1.07

BLANKET PO FOR MISCELLANEOUS VEHICLE PARTS FOR POLICE FLEET

PARTS AND SUPPLY INC

Invoice #: 150496

P.O. #: 174682

343300

11.42

BLANKET PO FOR MISCELLANEOUS VEHICLE PARTS FOR POLICE FLEET

PARTS AND SUPPLY INC

Invoice #: 150497

P.O. #: 174682

343301

33.02

BLANKET PO FOR MISCELLANEOUS VEHICLE PARTS FOR POLICE FLEET

PARTS AND SUPPLY INC

Invoice #: 150498

P.O. #: 174682

343302

10.00

BLANKET PO FOR MISCELLANEOUS VEHICLE PARTS FOR POLICE FLEET

PARTS AND SUPPLY INC

Invoice #: 150499

P.O. #: 176297

343303

688.66

BLANKET PO FOR MISCELLANEOUS VEHICLE PARTS FOR POLICE FLEET

PARTS AND SUPPLY INC

Invoice #: 150500

P.O. #: 176297

343304

10.78

BLANKET PO FOR MISCELLANEOUS VEHICLE PARTS FOR POLICE FLEET

PARTS AND SUPPLY INC

Invoice #: 150501

P.O. #: 176297

343305

38.10

BLANKET PO FOR MISCELLANEOUS VEHICLE PARTS FOR POLICE FLEET

PARTS AND SUPPLY INC

Invoice #: 150502

P.O. #: 176297

343306

21.56

BLANKET PO FOR MISCELLANEOUS VEHICLE PARTS FOR POLICE FLEET

PARTS AND SUPPLY INC

Invoice #: 150503

P.O. #: 176297

343307

115.20

BLANKET PO FOR MISCELLANEOUS VEHICLE PARTS FOR POLICE FLEET

PARTS AND SUPPLY INC

Invoice #: 150504

P.O. #: 176297

343308

40.44

BLANKET PO FOR MISCELLANEOUS VEHICLE PARTS FOR POLICE FLEET

CHAMPION CHRYSLER DODGE

Invoice #: 150665

P.O. #: 175300

343471

337.60

BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES

CHAMPION CHRYSLER DODGE

Invoice #: 150666

P.O. #: 175300

343472

178.96

BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES

CHAMPION CHRYSLER DODGE

Invoice #: 150667	P.O. #: 175300	343473	319.20
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES

CHAMPION CHRYSLER DODGE

Invoice #: 150668	P.O. #: 175300	343474	93.60
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES

CHAMPION CHRYSLER DODGE

Invoice #: 150669	P.O. #: 175300	343475	12.40
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES

DUNAWAY GLASS INC

Invoice #: 150670	P.O. #: 171366	343476	325.00
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES
BEGINNING OCT FY2014**DUNAWAY GLASS INC**

Invoice #: 150671	P.O. #: 171366	343477	200.00
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES
BEGINNING OCT FY2014**BUTCH OUSTALET INC**

Invoice #: 150678	P.O. #: 176033	343484	84.13
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES
BEGINNING**BUTCH OUSTALET INC**

Invoice #: 150679	P.O. #: 176033	343485	85.00
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES
BEGINNING**BUTCH OUSTALET INC**

Invoice #: 150680	P.O. #: 176033	343486	84.13
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES
BEGINNING**BUTCH OUSTALET INC**

Invoice #: 150681	P.O. #: 176033	343487	751.48
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES
BEGINNING**BUTCH OUSTALET INC**

Invoice #: 150682	P.O. #: 176033	343488	141.00
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES
BEGINNING**BRUNOS NORTHSHORE INVESTMENTS LLC**

Invoice #: 150683	P.O. #: 174527	343489	182.22
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES

ROPER SUPPLY CO

Invoice #: 150684	P.O. #: 172876	343490	77.60
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES

AUTO ZONE INC

Invoice #: 150692	P.O. #: 175457	343498	25.00
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES

AUTO ZONE INC			
Invoice #:	150693	P.O. #:	175457 343499 9.39
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES			
AUTO ZONE INC			
Invoice #:	150694	P.O. #:	175457 343500 33.94
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES			
AUTO ZONE INC			
Invoice #:	150695	P.O. #:	MANUAL 343501 -33.94
AUTO ZONE INC			
Invoice #:	150696	P.O. #:	175457 343502 9.49
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES			
AUTO ZONE INC			
Invoice #:	150697	P.O. #:	175457 343503 11.95
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES			
AUTO ZONE INC			
Invoice #:	150698	P.O. #:	175457 343504 23.03
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES			
AUTO ZONE INC			
Invoice #:	150699	P.O. #:	175457 343505 41.27
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES			
AUTO ZONE INC			
Invoice #:	150700	P.O. #:	175457 343506 89.58
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES			
AUTO ZONE INC			
Invoice #:	150701	P.O. #:	175457 343507 109.94
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES			
AUTO ZONE INC			
Invoice #:	150702	P.O. #:	175457 343508 6.07
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES			
AUTO ZONE INC			
Invoice #:	150703	P.O. #:	175457 343509 439.98
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES			
AUTO ZONE INC			
Invoice #:	150704	P.O. #:	175457 343510 72.88
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES			
AUTO ZONE INC			
Invoice #:	150705	P.O. #:	175457 343511 47.88
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES			

AUTO ZONE INC

Invoice #: 150706	P.O. #: 175457	343512	9.94
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES

A1 BATTERY INC

Invoice #: 150726	P.O. #: 172907	343535	67.10
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BLANKET PURCHASE ORDER FOR BATTERIES & WINDSHIELD WIPERS FOR POLICE VEHICLES FOR STOCK

A1 BATTERY INC

Invoice #: 150728	P.O. #: 172907	343536	729.50
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BLANKET PURCHASE ORDER FOR BATTERIES & WINDSHIELD WIPERS FOR POLICE VEHICLES FOR STOCK

A1 BATTERY INC

Invoice #: 150729	P.O. #: 172907	343537	76.95
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BLANKET PURCHASE ORDER FOR BATTERIES & WINDSHIELD WIPERS FOR POLICE VEHICLES FOR STOCK

LOWES OF GULFPORT MS 466

Invoice #: 150959	P.O. #: 175593	343768	11.40
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BLANKET P.O. FOR SUPPLIES FOR 8TH AVE. POLICE BUILDING

LOWES OF GULFPORT MS 466

Invoice #: 150960	P.O. #: 175593	343769	320.14
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BLANKET P.O. FOR SUPPLIES FOR 8TH AVE. POLICE BUILDING

LOWES OF GULFPORT MS 466

Invoice #: 150962	P.O. #: 175593	343771	245.63
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BLANKET P.O. FOR SUPPLIES FOR 8TH AVE. POLICE BUILDING

ROBERT HALLS AUTO SALVAGE

Invoice #: 150969	P.O. #: 176071	343778	375.00
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REPLACE CENTER PILLAR, VEHICLE #3620

CHIEF SUPPLY CORP

Invoice #: 150982	P.O. #: 174157	343791	2,488.19
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR POLICE VEHICLES

JASPER ENGINE EXCHANGE INC

Invoice #: 151045	P.O. #: 176094	343854	2,612.00
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REPLACEMENT ENGINE FOR UNIT 36306. CORE DEPOSIT AND SKID DEPOSIT TO BE REFUNDED UPON RETURN TO JASPER ENGINES

JASPER ENGINE EXCHANGE INC

Invoice #: 151045	P.O. #: 176094	343854	600.00
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CORE DEPOSIT

JASPER ENGINE EXCHANGE INC

Invoice #: 151045	P.O. #: 176094	343854	15.00
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SKID DEPOSIT

JASPER ENGINE EXCHANGE INC

Invoice #: 151045	P.O. #: 176094	343854	231.00
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INSTALLATION KIT

NECAISE LOCKSMITH SERVICE INC

Invoice #: 151372

P.O. #: 173894

344182

6.00

BLANKET PURCHASE ORDER FOR MISCELLANEOUS KEYS AND LOCKS

612200 REPAIRS AND MAINTENANCE**773.95**

NECAISE LOCKSMITH SERVICE INC

Invoice #: 151002

P.O. #: 175181

343811

415.00

ITEM #L9050, DOOR LOCK FOR THE ADDITIONAL DOOR BEING INSTALLED IN THE INTERNAL AFFAIRS OFFICE

AAA GULF COAST SECURITY INC

Invoice #: 151383

P.O. #: 174928

344193

187.50

SERVICE CALL TO REPAIR ALARM SYSTEMS IN THE FORENSIC DEPARTMENT

AAA GULF COAST SECURITY INC

Invoice #: 151383

P.O. #: 174928

344193

171.45

DSC RFK 5501 WIRELESS RECEIVER KEYPAD

612500 UNIFORMS**3,818.75**

THE PRINT SHED LLC

Invoice #: 150527

P.O. #: 172781

343331

255.60

BLANKET PURCHASE ORDER FOR VARIOUS SCREEN PRINTING MONGRAMMING, & UNIFORM SHIRTS, K-9 DIVISION, POLICE CLERKS, SHOP PERSONNEL & DETECTIVE JACKETS

MID SOUTH UNIFORM & SUPPLY INC

Invoice #: 150672

P.O. #: 175311

343478

1,311.83

BLANKET PURCHASE ORDER, FOR MISCELLANEOUS POLICE GEAR AND UNIFORMS MARCH-MAY 2014

MID SOUTH UNIFORM & SUPPLY INC

Invoice #: 150673

P.O. #: 175311

343479

31.50

BLANKET PURCHASE ORDER, FOR MISCELLANEOUS POLICE GEAR AND UNIFORMS MARCH-MAY 2014

MID SOUTH UNIFORM & SUPPLY INC

Invoice #: 150674

P.O. #: 175311

343480

61.61

BLANKET PURCHASE ORDER, FOR MISCELLANEOUS POLICE GEAR AND UNIFORMS MARCH-MAY 2014

MID SOUTH UNIFORM & SUPPLY INC

Invoice #: 150675

P.O. #: 175311

343481

61.61

BLANKET PURCHASE ORDER, FOR MISCELLANEOUS POLICE GEAR AND UNIFORMS MARCH-MAY 2014

MID SOUTH UNIFORM & SUPPLY INC

Invoice #: 150676

P.O. #: 175311

343482

31.50

BLANKET PURCHASE ORDER, FOR MISCELLANEOUS POLICE GEAR AND UNIFORMS MARCH-MAY 2014

MTS SAFETY PRODUCTS INC

Invoice #: 150724

P.O. #: 175907

343531

1,301.61

LIME RAINCOAT WITH REFLECTIVE POLICE PANEL, ITEM #A-493N

MIEN TRAN

Invoice #: 151373

P.O. #: 171424

344183

10.00

BLANKET PURCHASE ORDER FOR ALTERATIONS MADE TO USED UNIFORMS RE-ISSUED TO OFFICERS, AND SEW ON PATCHES

MID SOUTH UNIFORM & SUPPLY INC

Invoice #: 151375

P.O. #: 175311

344185

59.00

BLANKET PURCHASE ORDER, FOR MISCELLANEOUS POLICE GEAR AND UNIFORMS MARCH-MAY 2014

MID SOUTH UNIFORM & SUPPLY INC

Invoice #: 151376

P.O. #: 175311

344186

39.99

BLANKET PURCHASE ORDER, FOR MISCELLANEOUS POLICE GEAR AND UNIFORMS MARCH-MAY 2014

MID SOUTH UNIFORM & SUPPLY INC

Invoice #: 151377

P.O. #: 175311

344187

484.50

BLANKET PURCHASE ORDER, FOR MISCELLANEOUS POLICE GEAR AND UNIFORMS MARCH-MAY 2014

MID SOUTH UNIFORM & SUPPLY INC

Invoice #: 151378

P.O. #: 175311

344188

170.00

BLANKET PURCHASE ORDER, FOR MISCELLANEOUS POLICE GEAR AND UNIFORMS MARCH-MAY 2014

614000 GASOLINE, OIL, GREASE

27,353.31

FLEETCOR TECHNOLOGIES

Invoice #: 151231

P.O. #: MANUAL

344041

13,644.96

FLEETCOR TECHNOLOGIES

Invoice #: 151404

P.O. #: MANUAL

344214

13,708.35

614900 ANIMAL CONTROL

2,479.38

PETSMART

Invoice #: 150474

P.O. #: 175483

343278

51.96

BLANKET PURCHASE ORDER FOR MISCELLANEOUS ANIMAL SUPPLIES. LEACHES, COLLARS, BOWLS, FOOD, ECT.

PETSMART

Invoice #: 150475

P.O. #: 175483

343279

115.98

BLANKET PURCHASE ORDER FOR MISCELLANEOUS ANIMAL SUPPLIES. LEACHES, COLLARS, BOWLS, FOOD, ECT.

SUN COAST BUSINESS SUPPLY INC

Invoice #: 151004

P.O. #: 176052

343813

350.94

ITEM #FPI1232WBLECT ODOR CONCENTRATE LEMON 32OZ BOTTLE 12/CARTON CONQUEROR

CANT BE BEAT FENCE CO LLC

Invoice #: 151044

P.O. #: 175915

343853

1,120.00

FURNISH AND INSTALL CHAIN LINK GATE, (8) GATES X 3' WIDE

ITSAVVY LLC

Invoice #: 151047	P.O. #: 175893	343856	178.18
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ENGENIUS ENH500 WIRELESS ACCESS POINT - 802.11A/N PART #: ENH500 (FOR P.A.W.S.)
QUOTE #2625477

LOWES OF GULFPORT MS 466

Invoice #: 151356	P.O. #: 175312	344166	68.23
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BLANKET P.O. FOR SUPPLIES FOR 8TH AVE. POLICE BUILDING

LOWES OF GULFPORT MS 466

Invoice #: 151357	P.O. #: 175312	344167	264.64
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BLANKET P.O. FOR SUPPLIES FOR 8TH AVE. POLICE BUILDING

LOWES OF GULFPORT MS 466

Invoice #: 151358	P.O. #: 175312	344168	95.25
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BLANKET P.O. FOR SUPPLIES FOR 8TH AVE. POLICE BUILDING

LOWES OF GULFPORT MS 466

Invoice #: 151359	P.O. #: 175312	344169	20.33
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BLANKET P.O. FOR SUPPLIES FOR 8TH AVE. POLICE BUILDING

LOWES OF GULFPORT MS 466

Invoice #: 151360	P.O. #: 175312	344170	213.87
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BLANKET P.O. FOR SUPPLIES FOR 8TH AVE. POLICE BUILDING

620900	CONTRACTUAL FEES	129.89
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AUTOMATION PERSONNEL SERVICES, INC.

Invoice #: 150648	P.O. #: 176298	343454	21.90
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GILDERSLEEVE, LATAIRA JANITOR WEEK ENDING 6/15/2014 INVOICE #402947

AUTOMATION PERSONNEL SERVICES, INC.

Invoice #: 150649	P.O. #: 176298	343455	2.48
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GILDERSLEEVE, LATAIRA JANITOR WEEK ENDING 6/15/2014 INVOICE #402947

AUTOMATION PERSONNEL SERVICES, INC.

Invoice #: 150650	P.O. #: 176298	343456	0.87
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GILDERSLEEVE, LATAIRA JANITOR WEEK ENDING 6/15/2014 INVOICE #402947

AUTOMATION PERSONNEL SERVICES, INC.

Invoice #: 150651	P.O. #: 176298	343457	20.64
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GILDERSLEEVE, LATAIRA JANITOR WEEK ENDING 6/15/2014 INVOICE #402947

AUTOMATION PERSONNEL SERVICES, INC.

Invoice #: 150977	P.O. #: 176407	343786	31.56
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OVERTIME FOR MADDEN, LISHA N (UTILITY BILLING) WEEK ENDING 6/29/14 INVOICE #404084 (4 HRS);

AUTOMATION PERSONNEL SERVICES, INC.

Invoice #: 150978	P.O. #: 176407	343787	38.39
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OVERTIME FOR MADDEN, LISHA N (UTILITY BILLING) WEEK ENDING 6/29/14 INVOICE #404084 (4 HRS);

AUTOMATION PERSONNEL SERVICES, INC.

Invoice #: 150979

P.O. #: 176407

343788

14.05

OVERTIME FOR MADDEN, LISHA N (UTILITY BILLING) WEEK ENDING 6/29/14 INVOICE
#404084 (4 HRS);

621700 MAINTENANCE CONTRACTS**7,365.00**

ROBERT J YOUNG COMPANY INC

Invoice #: 150876

P.O. #: MANUAL

343685

424.63

COASTAL DUST CONTROL

Invoice #: 150913

P.O. #: MANUAL

343722

12.12

CONVERGINT TECHNOLOGIES, LLC

Invoice #: 150970

P.O. #: 175145

343779

391.79

MISCELLANEOUS MATERIALS, JUNCTION BOXES, WIRING LABELS, PANEL
LABELS, CONSUMABLES, TOOLS REQUIRED TO FACILITATE INSTALLATION.

CONVERGINT TECHNOLOGIES, LLC

Invoice #: 150970

P.O. #: 175145

343779

444.78

HES-1006A - DOOR STRIKE WITH FACE PLATE

CONVERGINT TECHNOLOGIES, LLC

Invoice #: 150970

P.O. #: 175145

343779

13.69

3045-W - PANIC SWITCH W/TERMINALS, SPST SCREW TERMINAL

CONVERGINT TECHNOLOGIES, LLC

Invoice #: 150970

P.O. #: 175145

343779

74.85

DS160 - PIR EXIT SENSOR, LT GRAY W/SOUND

CONVERGINT TECHNOLOGIES, LLC

Invoice #: 150970

P.O. #: 175145

343779

2,023.18

INSTALLATION CHARGES

COASTAL DUST CONTROL

Invoice #: 151192

P.O. #: MANUAL

344002

12.12

COASTAL DUST CONTROL

Invoice #: 151193

P.O. #: MANUAL

344003

12.12

ROBERT J YOUNG COMPANY INC

Invoice #: 151232

P.O. #: MANUAL

344042

285.74

ROBERT J YOUNG COMPANY INC

Invoice #: 151346

P.O. #: MANUAL

344156

337.94

ROBERT J YOUNG COMPANY INC			
Invoice #:	151348	P.O. #:	MANUAL
		344158	586.50
ROBERT J YOUNG COMPANY INC			
Invoice #:	151350	P.O. #:	MANUAL
		344160	2,745.54
621900	MEMBERSHIP DUES AND SUBSCRI		
			78.75
SAMS CLUB CORP			
Invoice #:	150906	P.O. #:	176322
		343715	78.75
MEMBERSHIP DUES FOR CITYWIDE SAM CARDS			
622300	TRAINING PROGRAMS		
			2,635.00
BANCORP SOUTH BANK			
Invoice #:	150926	P.O. #:	176434
		343735	1,590.00
REGISTRATION FEE FOR G.LOTT AND G.BENTZ TO ATTEND FIELD TRAINING OFFICER IN JACKSONVILLE, FL; 06-15-14 THRU 06-21-14			
BANCORP SOUTH BANK			
Invoice #:	150926	P.O. #:	176434
		343735	350.00
REGISTRATION FEES FOR C.CANGEMI TO ATTEND SPY THE LIE - GET THE TRUTH IN PEARL, MS; 06-23-14 THRU 06-26-14			
BANCORP SOUTH BANK			
Invoice #:	150926	P.O. #:	176434
		343735	295.00
REGISTRATION FOR J.NECAISE TO ATTEND MANAGING THE PROPERTY AND EVIDENCE ROOM IN SLIDELL, LA; 06-24-14 THRU 06-25-14			
BANCORP SOUTH BANK			
Invoice #:	150926	P.O. #:	176434
		343735	400.00
REGISTRATION FEE FOR J.KENZIOREK TO ATTEND PALM PRINT COMPARISON TECHNIQUES TRAINING IN NASHVILLE,TN; 06-08-14 THRU 06-12-14			
625700	POSTAGE		
			259.71
DMS MAIL MANAGEMENT, INC.			
Invoice #:	150917	P.O. #:	MANUAL
		343726	259.71
626001	TELEPHONE		
			2,618.84
CELLCO PARTNERSHIP			
Invoice #:	151180	P.O. #:	MANUAL
		343990	1,560.49
GLOBALSTAR			
Invoice #:	151206	P.O. #:	MANUAL
		344016	143.30

TEC OF JACKSON INC			
Invoice #:	151351	P.O. #:	MANUAL
			344161
			182.35
CELLULAR SOUTH, INC			
Invoice #:	151407	P.O. #:	MANUAL
			344217
			732.70
626002	ELECTRIC		12.31
MS POWER COMPANY			
Invoice #:	151380	P.O. #:	MANUAL
			344190
			12.31
626003	WATER		702.91
CITY OF GULFPORT			
Invoice #:	151370	P.O. #:	MANUAL
			344180
			148.46
CITY OF GULFPORT			
Invoice #:	151406	P.O. #:	MANUAL
			344216
			554.45
626004	GAS		31.34
CENTERPOINT ENERGY RESOURCES CORP			
Invoice #:	151354	P.O. #:	MANUAL
			344164
			31.34
626700	RENTAL		218.62
CINTAS CORP #240			
Invoice #:	150867	P.O. #:	MANUAL
			343676
			88.81
CINTAS CORP #240			
Invoice #:	150868	P.O. #:	MANUAL
			343677
			129.81
626900	TRAVEL		4,563.58
CHRIS PARRISH			
Invoice #:	150558	P.O. #:	175647
			343362
			96.00
FOOD ALLOWANCE WHILE ATTENDING CRISIS INTERVENTION TEAM-LAW ENFORCEMENT OFFICER TRAINING IN MERIDIAN, MS 06/02;04;05/14 (BREAKFAST PROVIDED)			

CHRIS PARRISH			
Invoice #: 150558	P.O. #: 175647	343362	42.00
FOOD ALLOWANCE WHILE ATTENDING CRISIS INTERVENTION TEAM-LAW ENFORCEMENT OFFICER TRAINING IN MERIDIAN, MS 06/03/06/14 (BREAKFAST PROVIDED)			
BRANDON CLARK			
Invoice #: 150559	P.O. #: 175649	343363	96.00
FOOD ALLOWANCE WHILE ATTENDING CRISIS INTERVENTION TEAM-LAW ENFORCEMENT OFFICER TRAINING IN MERIDIAN, MS 06/02/04/05/14 (BREAKFAST PROVIDED)			
BRANDON CLARK			
Invoice #: 150559	P.O. #: 175649	343363	42.00
FOOD ALLOWANCE WHILE ATTENDING CRISIS INTERVENTION TEAM-LAW ENFORCEMENT OFFICER TRAINING IN MERIDIAN, MS 06/03/06/14 (BREAKFAST PROVIDED)			
DAVID WILDER			
Invoice #: 150560	P.O. #: 175671	343364	96.00
FOOD ALLOWANCE WHILE ATTENDING CRISIS INTERVENTION TEAM-LAW ENFORCEMENT OFFICER TRAINING IN MERIDIAN, MS 06/02/04/05/14 (BREAKFAST PROVIDED)			
DAVID WILDER			
Invoice #: 150560	P.O. #: 175671	343364	42.00
FOOD ALLOWANCE WHILE ATTENDING CRISIS INTERVENTION TEAM-LAW ENFORCEMENT OFFICER TRAINING IN MERIDIAN, MS 06/03/06/14 (BREAKFAST PROVIDED)			
TOMMY PAYNE			
Invoice #: 150561	P.O. #: 175672	343365	96.00
FOOD ALLOWANCE WHILE ATTENDING CRISIS INTERVENTION TEAM-LAW ENFORCEMENT OFFICER TRAINING IN MERIDIAN, MS 06/02/04/05/14 (BREAKFAST PROVIDED)			
TOMMY PAYNE			
Invoice #: 150561	P.O. #: 175672	343365	42.00
FOOD ALLOWANCE WHILE ATTENDING CRISIS INTERVENTION TEAM-LAW ENFORCEMENT OFFICER TRAINING IN MERIDIAN, MS 06/03/06/14 (BREAKFAST PROVIDED)			
ADAM COOPER			
Invoice #: 150562	P.O. #: 175648	343366	25.00
FOOD ALLOWANCE WHILE ATTENDING LEADS ON-LINE LEADERSHIP TRAINING IN SAN ANTONIO, TX 05/27/14 (DINNER ONLY)			
ADAM COOPER			
Invoice #: 150562	P.O. #: 175648	343366	120.00
FOOD ALLOWANCE WHILE ATTENDING LEADS ON-LINE LEADERSHIP TRAINING IN SAN ANTONIO, TX 05/28; 29; 30/14 (BREAKFAST PROVIDED)			
ADAM COOPER			
Invoice #: 150562	P.O. #: 175648	343366	15.00
FOOD ALLOWANCE WHILE ATTENDING LEADS ON-LINE LEADERSHIP TRAINING IN SAN ANTONIO, TX 05/31/14 (LUNCH ONLY)			
BANCORP SOUTH BANK			
Invoice #: 150926	P.O. #: 176434	343735	1,202.32
HOTEL ROOM CHARGES FOR C.PARRISH; T.PAYNE; D.WILDER; B.CLARK TO ATTEND CRISIS INTERVENTION TEAM - LEO TRAINING PROGRAM IN MERIDIAN, MS; 06-01-14 THRU 06-06-14			
BANCORP SOUTH BANK			
Invoice #: 150926	P.O. #: 176434	343735	857.67
HOTEL ROOM CHARGES FOR POLICE OFFICERS WHILE ATTENDING FIELD TRAINING OFFICER TRAINING IN JACKSONVILLE, FL; 06-15-14 THRU 06-21-14 (1 @ \$77.97 AND 2 @ 389.85)			
BANCORP SOUTH BANK			
Invoice #: 150926	P.O. #: 176434	343735	271.41
HOTEL ROOM CHARGES FOR C.CANGEMI WHILE ATTENDING SPY THE LIE - GET THE TRUTH IN PEARL, MS; 06-23-14 THRU 06-26-14			

BANCORP SOUTH BANK			
Invoice #:	150926	P.O. #:	176434 343735 144.78
HOTEL ROOM CHARGES FOR F.MAZZOLA TO ATTEND CYBER COP 101 - DATA RECOVERY AND REQUISITION IN TUNICA,MS; 06-01-14 THRU 06-04-14			
BANCORP SOUTH BANK			
Invoice #:	150926	P.O. #:	176434 343735 655.40
HOTEL ROOM CHARGES FOR J.KENZIOREK TO ATTEND PALM PRINT COMPARISON TECHNIQUES TRAINING IN NASHVILLE, TN; 06-08-2014 THRU 06-12-2014			
BANCORP SOUTH BANK			
Invoice #:	150926	P.O. #:	176434 343735 720.00
HOTEL ROOMCHARGES FOR POLICE OFFICERS TO ATTEND 13TH ANNUAL NATIONAL LAW FIT CHALLENGE IN OLIVE BRANCH, MS; 06-19-14 THRU 06-22-14 (2 @ \$245.25 AND 1 @ \$229.50)			
627900	MISC SERVICES AND CHARGES		3,032.87
CONSULTING PSYCHOLOGICAL RESOURCES			
Invoice #:	150526	P.O. #:	175522 343330 2,800.00
BLANKET PO FOR PSYCHOLOGICAL TESTING OF NEW EMPLOYEES			
EQUIFAX CREDIT INFORMATION SERVICES			
Invoice #:	151205	P.O. #:	MANUAL 344015 115.00
EQUIFAX CREDIT INFORMATION SERVICES			
Invoice #:	151210	P.O. #:	MANUAL 344020 117.87
629305	INSURANCE PREMIUMS - PROPER		40,559.00
CITY OF GULFPORT			
Invoice #:	151248	P.O. #:	MANUAL 344058 40,559.00
629310	INSURANCE PREMIUMS - GEN LIA		64,081.00
CITY OF GULFPORT			
Invoice #:	150730	P.O. #:	MANUAL 343534 64,081.00
276	Police Forfeits and Seizures		11,991.70
610700	OPERATING SUPPLIES		1,440.00
NATIONAL YOUTH SPORT COACHES ASSOC			
Invoice #:	151054	P.O. #:	175620 343863 1,440.00
HOOK A KID ON GOLF TO HELP PROMOTE DRUG AWARENESS, 2- ONE WEEK CLINICS MATCHED WITH USGA GRANT TO INCLUDE GOLF CLUBS, BALLS, SHIRT, HAT & RULE BOOK- JUNE 2ND, 2014, DRUG FORFEITED FUNDS			
630100	CAPITAL OUTLAY		10,551.70

TRI HARD SPORTS

Invoice #: 151049	P.O. #: 175991	343858	5,672.86
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NEW BALANCE 813V2 STYLE MX813BK2 SHOE FOR POLICE DEPARTMENT -BLACK & SILVER
D

"AS PER QUOTES RECEIVED 6/12/14"

TRI HARD SPORTS

Invoice #: 151049	P.O. #: 175991	343858	2,039.68
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BLACK & SILVER 2E

TRI HARD SPORTS

Invoice #: 151049	P.O. #: 175991	343858	1,019.84
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BLUE & SILVER D

TRI HARD SPORTS

Invoice #: 151049	P.O. #: 175991	343858	828.62
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BLUE & SILVER 2E

PHILLIPS BUILDING SUPPLY OF GPT INC

Invoice #: 151371	P.O. #: 175291	344181	750.00
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36" X 36" LOUVERED VENT FAN -FOR POLICE MAINTENCE GARAGE PROJECT
APPROVED BY CITY COUNCIL 05/06/2014

LOWES OF GULFPORT MS 466

Invoice #: 151384	P.O. #: 174298	344194	79.04
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1" X 10' BLACK PIPE, #313571

LOWES OF GULFPORT MS 466

Invoice #: 151384	P.O. #: 174298	344194	17.79
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1" X 5' BLACK PIPE, #71477

LOWES OF GULFPORT MS 466

Invoice #: 151385	P.O. #: 174298	344195	19.77
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1" X 5' BLACK PIPE, #71477

LOWES OF GULFPORT MS 466

Invoice #: 151385	P.O. #: 174298	344195	32.56
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1" X 4' BLACK PIPE, #71470

LOWES OF GULFPORT MS 466

Invoice #: 151385	P.O. #: 174298	344195	26.48
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1" X 3' BLACK PIPE, #71455

LOWES OF GULFPORT MS 466

Invoice #: 151385	P.O. #: 174298	344195	5.04
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1" X 6" BLACK PIPE, #19768

LOWES OF GULFPORT MS 466

Invoice #: 151385	P.O. #: 174298	344195	3.26
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1" X 3" BLACK PIPE, #12115

LOWES OF GULFPORT MS 466

Invoice #: 151385	P.O. #: 174298	344195	1.96
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1" X 1/2" BUSHING, #19099

LOWES OF GULFPORT MS 466			
Invoice #:	151385	P.O. #:	174298
		344195	23.60
1" COUPLING, #75607			
LOWES OF GULFPORT MS 466			
Invoice #:	151385	P.O. #:	174298
		344195	23.60
1" COUPLING, #75607			
LOWES OF GULFPORT MS 466			
Invoice #:	151385	P.O. #:	174298
		344195	22.75
90 DEGREE, #77967			
LOWES OF GULFPORT MS 466			
Invoice #:	151386	P.O. #:	174298
		344196	8.45
1" TEE, #73063			
290	Fire		96,422.08
601300	CITY BENEFITS		60.00
MISSISSIPPI SELECT HEALTH CARE LLC			
Invoice #:	151317	P.O. #:	176470
		344127	60.00
FLEXIBLE SPENDING ACCOUNT SERVICE FEE INVOICE# 2797 FOR THE MONTH OF JULY			
602500	LIFE INSURANCE		1,453.50
LIFE INSURANCE COMPANY OF N.A. - CIGNA			
Invoice #:	151321	P.O. #:	176469
		344131	1,453.50
JULY 2014 LIFE INSURANCE PREMIUM/POLICY #FLX#963247 & OK964940			
602700	WORKERS COMP		22,622.00
CITY OF GULFPORT			
Invoice #:	151237	P.O. #:	MANUAL
		344047	22,622.00
610400	OFFICE SUPPLIES		129.55
SAMS CLUB CORP			
Invoice #:	150906	P.O. #:	176322
		343715	15.75
MEMBERSHIP DUES FOR CITYWIDE SAM CARDS			
GULF COAST BUSINESS SUPPLY CO			
Invoice #:	151312	P.O. #:	176440
		344122	51.98
CRD144710 PRESENTATION 3 RING BINDER			

GULF COAST BUSINESS SUPPLY CO

Invoice #: 151312

P.O. #: 176440

344122

22.70

VER97540 WIRELESS MOUSE

GULF COAST BUSINESS SUPPLY CO

Invoice #: 151312

P.O. #: 176440

344122

39.12

DOME HANDEZE FLEX GLOVES WITH WRIST SUPPORT

610700 OPERATING SUPPLIES**5,009.26**

AIRGAS SOUTH INC

Invoice #: 150461

P.O. #: 171977

343265

36.23

6000 PSI AIR CYLINDERS HYDROTESTED PER NATIONAL FIRE PROTECTION ASSOCIATION
CODE 1989

AWARDS UNLIMITED

Invoice #: 150516

P.O. #: 173460

343320

15.00

BLANKET PO, NOT FOR MAJOR PROJECT

AWARDS UNLIMITED

Invoice #: 150517

P.O. #: 173460

343321

12.00

BLANKET PO, NOT FOR MAJOR PROJECT

HENRY LEVINS PETTY CASH

Invoice #: 150722

P.O. #: 176402

343529

156.74

LETTER STENCILS (\$1.92) DOOR SPRING (\$3.58) BRICK TROWEL (\$7.47) PROMOTIONAL
BADGE BOXES (\$9.11) CAREER DAY TABLE COVERS (\$17.12) NOZZLE, GARDEN HOSE, ANT
KILLER (\$34.71) WATER FOR EMERGENCY MEDICAL TECHNICIAN

HENRY LEVINS PETTY CASH

Invoice #: 150722

P.O. #: 176402

343529

100.00

COUNCIL ACTION OF 07/08/2014 ITEM 2014-490 INCREASE PETTY CASH

LOWES OF GULFPORT MS 466

Invoice #: 150907

P.O. #: 174576

343716

37.02

BLANKET PURCHASE ORDER FOR MATERIALS AND PARTS, NOT FOR MAJOR PROJECTS

LOWES OF GULFPORT MS 466

Invoice #: 150908

P.O. #: 174576

343717

8.40

BLANKET PURCHASE ORDER FOR MATERIALS AND PARTS, NOT FOR MAJOR PROJECTS

BANCORP SOUTH BANK

Invoice #: 150926

P.O. #: 176434

343735

239.52

TOOLBOXES PURCHASED BY FIRE DEPARTMENT NOT AVAILABLE ONLINE

1ST SOURCE SERVALL

Invoice #: 150965

P.O. #: 175855

343774

58.62

8205676 MICROWAVE SPIN TRAY FOR STATION 7

HURRICANE ELECTRONICS INC

Invoice #: 150966

P.O. #: 176280

343775

25.93

MAEV-NNC5X ANTENNA 764-870MHZ, 1/4 WAVE WHIP SO 125756 FOR S/A401210054B6

HURRICANE ELECTRONICS INC			
Invoice #: 150966	P.O. #: 176280	343775	61.57
TECHNICAL SERVICE AND INSTALLATION LABOR (SO 125756 & 125763)			
HURRICANE ELECTRONICS INC			
Invoice #: 150967	P.O. #: 176280	343776	14.07
MAEV-NNC5X ANTENNA 764-870MHZ, 1/4 WAVE WHIP SO 125756 FOR S/A401210054B6			
HURRICANE ELECTRONICS INC			
Invoice #: 150967	P.O. #: 176280	343776	33.43
TECHNICAL SERVICE AND INSTALLATION LABOR (SO 125756 & 125763)			
HURRICANE ELECTRONICS INC			
Invoice #: 151009	P.O. #: 176085	343818	185.00
EA-016781-001 MODULE SWITCH ASSEMBLY P7300 FOR A401210055DO PORTABLE RADIO			
HURRICANE ELECTRONICS INC			
Invoice #: 151009	P.O. #: 176085	343818	40.00
MA-016768-002 VOLUME KNOB KIT			
HURRICANE ELECTRONICS INC			
Invoice #: 151009	P.O. #: 176085	343818	95.00
TECHNICAL SERVICE AND INSTALLATION LABOR			
ISCO METALS & SUPPLY			
Invoice #: 151013	P.O. #: 176197	343822	40.70
FB184 FLAT 1/8 X 4 X 20 CUT 2 @ 6 FT FOR FIRE STATION 10			
EMERGENCY MEDICAL PRODUCTS INC			
Invoice #: 151015	P.O. #: 175934	343824	53.43
PYRAMEX PROTECTIVE EYE GLASS CARRYING BAG - BLACK			
EMERGENCY MEDICAL PRODUCTS INC			
Invoice #: 151016	P.O. #: 175934	343825	76.32
PYRAMEX PROTECTIVE EYE GLASS CARRYING BAG - BLACK			
SPORTS UNLIMITED INC			
Invoice #: 151017	P.O. #: 176108	343826	195.00
01.044.031 SCUBAPRO HIGH PRESSURE HOSE FOR DIVE TEAM			
SPORTS UNLIMITED INC			
Invoice #: 151017	P.O. #: 176108	343826	120.00
06.204.119 SCUBAPRO CONSOLE			
BARNES HEATING & AIR INC			
Invoice #: 151019	P.O. #: 176062	343828	2,444.11
FUJITSU 15K BUT 21.5 SEER HEAT PUMPS FOR FIRE STATION 10 HOSE/SMALL EQUIPMENT STORAGE ROOM; FIREFIGHTER WILL FURNISH LABOR TO INSTALL			
SPORTS UNLIMITED INC			
Invoice #: 151021	P.O. #: 175901	343830	90.00
SCUBAPRO K-3 SAFETY KNIFE FOR DIVE TEAM			

LOWES OF GULFPORT MS 466

Invoice #: 151241 P.O. #: 174576 344051 10.56

BLANKET PURCHASE ORDER FOR MATERIALS AND PARTS, NOT FOR MAJOR PROJECTS

LOWES OF GULFPORT MS 466

Invoice #: 151242 P.O. #: 174576 344052 6.60

BLANKET PURCHASE ORDER FOR MATERIALS AND PARTS, NOT FOR MAJOR PROJECTS

LOWES OF GULFPORT MS 466

Invoice #: 151243 P.O. #: 174576 344053 8.40

BLANKET PURCHASE ORDER FOR MATERIALS AND PARTS, NOT FOR MAJOR PROJECTS

LOWES OF GULFPORT MS 466

Invoice #: 151244 P.O. #: 174576 344054 32.26

BLANKET PURCHASE ORDER FOR MATERIALS AND PARTS, NOT FOR MAJOR PROJECTS

LOWES OF GULFPORT MS 466

Invoice #: 151245 P.O. #: 174576 344055 25.63

BLANKET PURCHASE ORDER FOR MATERIALS AND PARTS, NOT FOR MAJOR PROJECTS

LOWES OF GULFPORT MS 466

Invoice #: 151246 P.O. #: 174576 344056 28.44

BLANKET PURCHASE ORDER FOR MATERIALS AND PARTS, NOT FOR MAJOR PROJECTS

LOWES OF GULFPORT MS 466

Invoice #: 151247 P.O. #: 174576 344057 45.02

BLANKET PURCHASE ORDER FOR MATERIALS AND PARTS, NOT FOR MAJOR PROJECTS

LOWES OF GULFPORT MS 466

Invoice #: 151265 P.O. #: 176220 344075 284.05

416732 UTILITECH PRO 42" 2 SPEED HIGH VELOCITY FAN FOR STATION 8

LOWES OF GULFPORT MS 466

Invoice #: 151340 P.O. #: 174576 344150 113.05

BLANKET PURCHASE ORDER FOR MATERIALS AND PARTS, NOT FOR MAJOR PROJECTS

LOWES OF GULFPORT MS 466

Invoice #: 151341 P.O. #: 174576 344151 9.28

BLANKET PURCHASE ORDER FOR MATERIALS AND PARTS, NOT FOR MAJOR PROJECTS

LOWES OF GULFPORT MS 466

Invoice #: 151342 P.O. #: 174576 344152 72.80

BLANKET PURCHASE ORDER FOR MATERIALS AND PARTS, NOT FOR MAJOR PROJECTS

LOWES OF GULFPORT MS 466

Invoice #: 151343 P.O. #: 174576 344153 112.94

BLANKET PURCHASE ORDER FOR MATERIALS AND PARTS, NOT FOR MAJOR PROJECTS

OFFICE DEPOT

Invoice #: 151344 P.O. #: 176207 344154 36.99

167854 TELEHOOK TH-3060-UF TV LOW PROFILE WALL FIXED MOUNT UNIVERSAL VESA WITH SECURITY FEATURE / BLACK FOR CENTRAL STATION

OFFICE DEPOT

Invoice #: 151344	P.O. #: 176207	344154	14.52
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517335 TRIPP LITE VGA MONITOR EXTENSION CABLE 25FT

OFFICE DEPOT

Invoice #: 151345	P.O. #: 176207	344155	23.05
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517947 LOGITECH Z130 2/PIECE SPEAKER SYSTEM / BLACK

OFFICE DEPOT

Invoice #: 151345	P.O. #: 176207	344155	19.99
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273024 LOGITECH M310 WIRELESS OPTICAL MOUSE / PECOCK BLUE

OFFICE DEPOT

Invoice #: 151345	P.O. #: 176207	344155	27.59
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47319 LOGITECH WIRELESS KEYBOARD K360 GLOSSY / BLACK

611000	BLDG MATERIALS AND SUPPLIES	641.83
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LOWES OF GULFPORT MS 466

Invoice #: 150856	P.O. #: 174517	343608	17.38
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4510 1X4X8 SPRUCE PINE FURRING STRIP FOR GEAR LOCKER

LOWES OF GULFPORT MS 466

Invoice #: 150856	P.O. #: 174517	343608	135.39
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198528 BRAINERD METAL GARMENT HOOK

LOWES OF GULFPORT MS 466

Invoice #: 150856	P.O. #: 174517	343608	7.45
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315906 BUILDDEX 7" X 1/4" SDS DRILL BIT

LOWES OF GULFPORT MS 466

Invoice #: 150856	P.O. #: 174517	343608	10.43
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326631 BLUE HAWK 100/PACK 8-10 X 1 1/4 PLASTIC ANCHOR KIT

LOWES OF GULFPORT MS 466

Invoice #: 150856	P.O. #: 174517	343608	7.38
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170294 MINWAX WOOD FINISH PINE OIL WOOD STAIN

LOWES OF GULFPORT MS 466

Invoice #: 150856	P.O. #: 174517	343608	3.28
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104023 2" TRIM SYNTHETIC PAINT BRUSH

LOWES OF GULFPORT MS 466

Invoice #: 150856	P.O. #: 174517	343608	5.66
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470323 GATOR 25/PACK 120 GRIT 4.5" SANDING SHEETS SANDPAPER

LOWES OF GULFPORT MS 466

Invoice #: 150856	P.O. #: 174517	343608	51.16
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325802 STYLE SELECTIONS 10/PACK WOOD HANGERS

LOWES OF GULFPORT MS 466

Invoice #: 150927	P.O. #: 176069	343736	47.11
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202760 TREATED PLYWOOD 1/2 X 4 X 8 FOR OFFICE SPACE AT FIRE STATION 12; FIREMEN ARE TO PROVIDE THE LABOR

LOWES OF GULFPORT MS 466

Invoice #: 150927	P.O. #: 176069	343736	63.73
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12229 23/32 BC PINIE EXTERIOR

LOWES OF GULFPORT MS 466

Invoice #: 150927	P.O. #: 176069	343736	21.34
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489060 2X4X8 TREATED #2 PRIME

LOWES OF GULFPORT MS 466

Invoice #: 150927	P.O. #: 176069	343736	46.68
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444958 4X4X10 TREATED #2 GRADE

LOWES OF GULFPORT MS 466

Invoice #: 150927	P.O. #: 176069	343736	63.13
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1054 3/4 X 5 1/2 X 8 RED OAK WOOD

LOWES OF GULFPORT MS 466

Invoice #: 150927	P.O. #: 176069	343736	21.05
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28349 1X4X12 TOP CHOICE WHITEWOOD

LOWES OF GULFPORT MS 466

Invoice #: 150927	P.O. #: 176069	343736	10.90
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56027 BH SP SHEETERS SCREWS 10X3 20CT

LOWES OF GULFPORT MS 466

Invoice #: 150927	P.O. #: 176069	343736	28.22
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1078 3/4 X 1 1/2 X 8 PPLR

LOWES OF GULFPORT MS 466

Invoice #: 150927	P.O. #: 176069	343736	28.28
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323974 5LB #9 3" EXTERIOR SCREWS

LOWES OF GULFPORT MS 466

Invoice #: 150927	P.O. #: 176069	343736	25.73
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1209 1X3X8 SELECT PINE

LOWES OF GULFPORT MS 466

Invoice #: 150927	P.O. #: 176069	343736	7.25
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252831 1000CT 1 1/4 STEEL BRADS

HINKLE METALS & SUPPLY CO INC

Invoice #: 151012	P.O. #: 176102	343821	40.28
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B1368047A BLOWER WHEEL FOR STATION 6 AC UNIT; FIREFIGHTERS WILL PROVIDE LABOR

611300	MOTOR VEHICLE REPAIRS	9,645.21
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O REILLY AUTO PARTS

Invoice #: 150463	P.O. #: 172603	343267	66.49
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS PARTS AND MATERIAL, NOT FOR MAJOR PROJECTS

HOWARD SMITH EQUIPMENT

Invoice #: 150515	P.O. #: 173922	343319	132.28
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BLANKET PO FOR PARTS AND MATERIALS NOT TO BE USED FOR MAJOR PROJECTS

O REILLY AUTO PARTS

Invoice #: 150518	P.O. #: 172603	343322	6.13
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS PARTS AND MATERIAL, NOT FOR MAJOR PROJECTS

BUTCH OUSTALET INC

Invoice #: 150519	P.O. #: 176145	343323	598.00
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR FIRE DEPARTMENT VEHICLES

TURAN-FOLEY CHEVROLET BUICK GEO

Invoice #: 150520	P.O. #: 176082	343324	21.66
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR FIRE DEPARTMENT VEHICLES

VERNON CLARK TRUCKING CO INC

Invoice #: 150523	P.O. #: 175930	343327	280.88
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR FIRE DEPARTMENT VEHICLES

VERNON CLARK TRUCKING CO INC

Invoice #: 150524	P.O. #: 175930	343328	793.60
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR FIRE DEPARTMENT VEHICLES

SUNBELT FIRE APPARATUS

Invoice #: 150525	P.O. #: 174997	343329	302.64
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR FIRE DEPARTMENT VEHICLES

SUNBELT FIRE APPARATUS

Invoice #: 151014	P.O. #: 176103	343823	552.00
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SL90509 LED LIGHTS

MAXIMUM AUTO PARTS & SUPPLY INC

Invoice #: 151024	P.O. #: 174771	343833	4.24
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR FIRE DEPARTMENT VEHICLES

MAXIMUM AUTO PARTS & SUPPLY INC

Invoice #: 151025	P.O. #: 174771	343834	30.72
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR FIRE DEPARTMENT VEHICLES

MAXIMUM AUTO PARTS & SUPPLY INC

Invoice #: 151026	P.O. #: 174771	343835	312.40
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR FIRE DEPARTMENT VEHICLES

MAXIMUM AUTO PARTS & SUPPLY INC

Invoice #: 151027	P.O. #: 174771	343836	29.30
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR FIRE DEPARTMENT VEHICLES

MAXIMUM AUTO PARTS & SUPPLY INC

Invoice #: 151028	P.O. #: 174771	343837	395.00
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR FIRE DEPARTMENT VEHICLES

CUMMINS MID SOUTH, LLC

Invoice #: 151057	P.O. #: 175256	343866	3,353.05
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ESTIMATED DIAGNOSTIC SERVICE FOR ENGINE 6 GENERATOR PROBLEMS WITH LABOR AT \$125.00 PER HOUR; PARTS AND LABOR WILL BE BROKEN DOWN ON INVOICE THROUGH THE PD/FD MAINTENANCE FACILITY

PERFORMANCE TIRE & WHEEL INC #1

Invoice #: 151302	P.O. #: 174770	344112	690.46
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR FIRE DEPARTMENT VEHICLES

PERFORMANCE TIRE & WHEEL INC #1

Invoice #: 151303	P.O. #: 174770	344113	488.48
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR FIRE DEPARTMENT VEHICLES

SUNBELT FIRE APPARATUS

Invoice #: 151305	P.O. #: 174997	344114	451.33
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR FIRE DEPARTMENT VEHICLES

AUTO ZONE INC

Invoice #: 151408	P.O. #: 174773	344218	38.78
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR FIRE DEPARTMENT VEHICLES

AUTO ZONE INC

Invoice #: 151409	P.O. #: 174773	344219	33.94
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR FIRE DEPARTMENT VEHICLES

AUTO ZONE INC

Invoice #: 151410	P.O. #: 174773	344220	383.99
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR FIRE DEPARTMENT VEHICLES

AUTO ZONE INC

Invoice #: 151411	P.O. #: 174773	344221	269.99
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR FIRE DEPARTMENT VEHICLES

AUTO ZONE INC

Invoice #: 151412	P.O. #: 174773	344222	56.49
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR FIRE DEPARTMENT VEHICLES

AUTO ZONE INC

Invoice #: 151413	P.O. #: 174773	344223	22.26
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR FIRE DEPARTMENT VEHICLES

AUTO ZONE INC

Invoice #: 151414	P.O. #: 174773	344224	29.68
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR FIRE DEPARTMENT VEHICLES

AUTO ZONE INC

Invoice #: 151415	P.O. #: 174773	344225	100.65
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR FIRE DEPARTMENT VEHICLES

AUTO ZONE INC

Invoice #: 151416	P.O. #: 174773	344226	9.52
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR FIRE DEPARTMENT VEHICLES

AUTO ZONE INC

Invoice #: 151417	P.O. #: 174773	344227	37.79
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR FIRE DEPARTMENT VEHICLES

AUTO ZONE INC

Invoice #: 151418	P.O. #: 174773	344228	45.07
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR FIRE DEPARTMENT VEHICLES

AUTO ZONE INC

Invoice #: 151419	P.O. #: 174773	344229	45.07
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR FIRE DEPARTMENT VEHICLES

AUTO ZONE INC

Invoice #: 151420	P.O. #: 174773	344230	89.41
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR FIRE DEPARTMENT VEHICLES

AUTO ZONE INC

Invoice #: 151421	P.O. #: MANUAL	344231	-267.29
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AUTO ZONE INC

Invoice #: 151422	P.O. #: 174773	344232	267.29
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS FOR FIRE DEPARTMENT VEHICLES

AUTO ZONE INC

Invoice #: 151423	P.O. #: MANUAL	344233	-26.09
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612200	REPAIRS AND MAINTENANCE	2,894.87
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LOWES OF GULFPORT MS 466

Invoice #: 150918	P.O. #: 175393	343727	4.46
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#27335 - COMPRESSION T

LOWES OF GULFPORT MS 466

Invoice #: 150918	P.O. #: 175393	343727	5.21
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#77628 - 3/8 BARB X 3/8 CONNETOR

LOWES OF GULFPORT MS 466

Invoice #: 150918	P.O. #: 175393	343727	3.92
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#74468 - 3/8 X 1/4 CONNETOR

LOWES OF GULFPORT MS 466

Invoice #: 150918	P.O. #: 175393	343727	9.61
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#70132 - 1/3 X 3/8 CONNETOR

LOWES OF GULFPORT MS 466

Invoice #: 150918	P.O. #: 175393	343727	7.55
#440364 - VINYL TUBING, 3/8 X 1/4 X 20'			

LOWES OF GULFPORT MS 466

Invoice #: 150918	P.O. #: 175393	343727	10.29
#443029 - VINYL TUBING, 1/2 X 3/8 20'			

HURRICANE ELECTRONICS INC

Invoice #: 150963	P.O. #: 176273	343772	118.75
SERVICE CALL TO STATION 6 TO CHECK CLAXTON TONE ALERT AND RADIO SPEAKER SYSTEM NOT WORKING PROPERLY			

E FIRE

Invoice #: 151008	P.O. #: 176294	343817	85.00
PROGRAM FIRE ALARM PANEL AT STATION 1			

K & R SERVICES INC

Invoice #: 151018	P.O. #: 176304	343827	9.64
SERVICE FOR STATION 6 GENERATOR OIL FILTER			

K & R SERVICES INC

Invoice #: 151018	P.O. #: 176304	343827	29.94
5W-30 SYNTHETIC MOTOR OIL			

K & R SERVICES INC

Invoice #: 151018	P.O. #: 176304	343827	150.00
LABOR			

K & R SERVICES INC

Invoice #: 151018	P.O. #: 176304	343827	28.50
MILEAGE			

JOHN M MCGUFFEE

Invoice #: 151020	P.O. #: 175964	343829	199.00
T/S AND REPAIR A/C AT STATION #2 - SERVICE CALL - \$85.00 AND MATERIALS \$40.00 APPROXIMATELY			

WILLIAM A DAVIS

Invoice #: 151314	P.O. #: 176060	344124	1,608.00
3724W6 12' 2" X 7' 0" LIFTMASTER OPERATOR FOR FIRE STATION 10 ENGINE ROOM DOOR			

WILLIAM A DAVIS

Invoice #: 151314	P.O. #: 176060	344124	230.00
3265 1/2HP PRIMIUM SERIES CHAIN DRIVE OPERATOR			

WILLIAM A DAVIS

Invoice #: 151314	P.O. #: 176060	344124	395.00
INSTALLATION AT STATION 10 HOSE & STORAGE ROOM FACILITY			

612500	UNIFORMS	2,117.10
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MID SOUTH UNIFORM & SUPPLY INC			
Invoice #: 150462	P.O. #: 175653	343266	26.31
22141 DUTY SHOE HI-GLOSS SIZE 10, 9.5			
MID SOUTH UNIFORM & SUPPLY INC			
Invoice #: 150462	P.O. #: 175653	343266	106.92
6530-1 TROUSER PLN VELCRO BELT			
MID SOUTH UNIFORM & SUPPLY INC			
Invoice #: 150462	P.O. #: 175653	343266	194.72
6300 WELLINGTON ROCKY BOOT - BLACK			
MID SOUTH UNIFORM & SUPPLY INC			
Invoice #: 150521	P.O. #: 175373	343325	168.52
BLANKET PURCHASE ORDER FOR MISCELLANEOUS FIRE GEAR AND UNIFORMS FY2014			
MID SOUTH UNIFORM & SUPPLY INC			
Invoice #: 150522	P.O. #: 175373	343326	312.96
BLANKET PURCHASE ORDER FOR MISCELLANEOUS FIRE GEAR AND UNIFORMS FY2014			
MID SOUTH UNIFORM & SUPPLY INC			
Invoice #: 150531	P.O. #: 174792	343335	102.00
BLANKET PURCHASE ORDER FOR MISCELLANEOUS FIRE GEAR AND UNIFORMS FY2014			
BARNEYS POLICE SUPPLIES			
Invoice #: 151010	P.O. #: 176251	343819	85.99
CONVC8688-8M WORK BOOTS FOR FIRE PREVENTION INSPECTOR JOHNSON			
SUNBELT FIRE APPARATUS			
Invoice #: 151011	P.O. #: 174313	343820	157.00
RR2500-10 FIRE PROTECTIVE BOOT			
SUNBELT FIRE APPARATUS			
Invoice #: 151186	P.O. #: 174508	343996	52.50
MSA664-4 FIRE PROTECTIVE HELMETS			
SUNBELT FIRE APPARATUS			
Invoice #: 151186	P.O. #: 174508	343996	112.50
FI9550-GM GAUNTLET KANGAROO GLOVES			
SUNBELT FIRE APPARATUS			
Invoice #: 151187	P.O. #: 174508	343997	93.50
MSA10145416 HELMET LINERS			
SUNBELT FIRE APPARATUS			
Invoice #: 151188	P.O. #: MANUAL	343998	-156.00
SUNBELT FIRE APPARATUS			
Invoice #: 151189	P.O. #: 174508	343999	107.38
FI9550-GM GAUNTLET KANGAROO GLOVES			

SUNBELT FIRE APPARATUS			
Invoice #:	151189	P.O. #:	174508
			343999
			79.12
MSA10145416 HELMET LINERS			
A-1 FIRE EQUIPMENT			
Invoice #:	151313	P.O. #:	175827
			344123
			673.68
804-6369 FIRE PROTECTIVE BOOTS			
614000	GASOLINE, OIL, GREASE		3,813.68
FLEETCOR TECHNOLOGIES			
Invoice #:	151231	P.O. #:	MANUAL
			344041
			1,718.88
FLEETCOR TECHNOLOGIES			
Invoice #:	151404	P.O. #:	MANUAL
			344214
			2,094.80
621700	MAINTENANCE CONTRACTS		325.40
ROBERT J YOUNG COMPANY INC			
Invoice #:	151234	P.O. #:	MANUAL
			344044
			325.40
622300	TRAINING PROGRAMS		4,918.00
JACOB BURNETT			
Invoice #:	150925	P.O. #:	176424
			343734
			577.00
TUITION REIMBURSEMENT FOR COMPLETED COURSES OF HUMAN ANATOMY & PHYSIOLOGY WITH GRADE "A" COMPLETED 06/26/2014.			
BANCORP SOUTH BANK			
Invoice #:	150926	P.O. #:	176434
			343735
			1,276.00
REGISTRATION FEES FOR K.LUNDY TO ATTEND 2014 FIREHOUSE SOFTWARE TRAINING EVENT IN NEW ORLEANS,LA; 09-23-14 THRU 09-26-14			
BANCORP SOUTH BANK			
Invoice #:	150926	P.O. #:	176434
			343735
			3,000.00
REGISTRATION FEE FOR M.BEYERSTEDT; H.LEVINS; G.GRIFFIN; K.PAYNE; I.BARNA AND F.SKINNER TO ATTEND INTERNATIONAL ASSOCIATION OF FIRE CHIEFS IN DALLAS, TX; 08-12-14 THRU 08-16-14			
JACOB BURNETT			
Invoice #:	151214	P.O. #:	MANUAL
			344024
			65.00
625700	POSTAGE		90.53
HENRY LEVINS PETTY CASH			
Invoice #:	150722	P.O. #:	176402
			343529
			36.40
1000302562375 POSTAGE (\$7.40) 1000302564058 POSTAGE (\$29.00)			

UNITED PARCEL SERVICE			
Invoice #:	151207	P.O. #:	MANUAL
		344017	14.40
UNITED PARCEL SERVICE			
Invoice #:	151260	P.O. #:	MANUAL
		344070	39.73
626001	TELEPHONE		1,752.71
TEC OF JACKSON INC			
Invoice #:	151351	P.O. #:	MANUAL
		344161	13.41
A T & T			
Invoice #:	151397	P.O. #:	MANUAL
		344207	1,458.97
CELLULAR SOUTH, INC			
Invoice #:	151407	P.O. #:	MANUAL
		344217	280.33
626002	ELECTRIC		833.20
COAST ELECTRIC POWER ASSOC			
Invoice #:	151379	P.O. #:	MANUAL
		344189	620.76
MS POWER COMPANY			
Invoice #:	151405	P.O. #:	MANUAL
		344215	212.44
626003	WATER		925.25
CITY OF GULFPORT			
Invoice #:	151370	P.O. #:	MANUAL
		344180	288.42
CITY OF GULFPORT			
Invoice #:	151406	P.O. #:	MANUAL
		344216	636.83
626004	GAS		171.67
CENTERPOINT ENERGY RESOURCES CORP			
Invoice #:	151354	P.O. #:	MANUAL
		344164	156.00

CENTERPOINT ENERGY RESOURCES CORP

Invoice #: 151425

P.O. #: MANUAL

344236

15.67

626700 RENTAL 785.00

AIRGAS SOUTH INC

Invoice #: 150896

P.O. #: MANUAL

343705

135.00

PAT FORE JR

Invoice #: 151261

P.O. #: MANUAL

344071

650.00

626900 TRAVEL 850.32

BANCORP SOUTH BANK

Invoice #: 150926

P.O. #: 176434

343735

683.00

AIR FARE CHARGES FOR G.GRIFFIN TO ATTEND FRI 2014 FIRE-RESCUE INTERNATIONAL
CONFERENCE IN DALLAS, TX; 08-14-14 THRU 08-16-14

GUEST SERVICES INC

Invoice #: 150964

P.O. #: 176333

343773

167.32

REQUIRED ON CAMPUS MEAL TICKET FOR GREGORY GRIFFIN WHILE ATTENDING R035R029;
COMMAND & CONTROL DECISION MAKING AT MULTI-ALARM INCIDENTS AUGUST 3RD
THROUGH 8TH, 2014 AT THE NATIONAL FIRE ACADEMY IN EMMITSBURG,

629305 INSURANCE PREMIUMS - PROPER 26,707.00

CITY OF GULFPORT

Invoice #: 151248

P.O. #: MANUAL

344058

26,707.00

629310 INSURANCE PREMIUMS - GEN LIA 10,676.00

CITY OF GULFPORT

Invoice #: 150730

P.O. #: MANUAL

343534

10,676.00

311 Streets and Drainage Maintenance 292,201.26

602700 WORKERS COMP 665.00

CITY OF GULFPORT

Invoice #: 151237

P.O. #: MANUAL

344047

665.00

610400 OFFICE SUPPLIES 27.94

SAMS CLUB CORP**Invoice #:** 150900**P.O. #:** 175417

343709

19.24

BLANKET PURCHASE ORDER FOR OFFICE SUPPLIES FOR MAY THRU JULY 2014.

SAMS CLUB CORP**Invoice #:** 150901**P.O. #:** 175417

343710

8.70

BLANKET PURCHASE ORDER FOR OFFICE SUPPLIES FOR MAY THRU JULY 2014.

610700 OPERATING SUPPLIES**42.25****NECAISE LOCKSMITH SERVICE INC****Invoice #:** 150513**P.O. #:** 171489

343317

11.30

WATER, SEWER, STREETS & DRAINAGE, PUBLIC WORKS AND TRAFFIC SUPPLIES.

NECAISE LOCKSMITH SERVICE INC**Invoice #:** 150514**P.O. #:** 171489

343318

3.34

WATER, SEWER, STREETS & DRAINAGE, PUBLIC WORKS AND TRAFFIC SUPPLIES.

LOWES OF GULFPORT MS 466**Invoice #:** 151191**P.O. #:** 172813

344001

21.72

BLANKET PO FOR WATERLINE, LIFTSTATION, TRAFFIC, ENGINEERING, STREETS AND DRAINAGE SUPPLIES NOT BE USED FOR MAJOR PROJECTS.

LOWES OF GULFPORT MS 466**Invoice #:** 151381**P.O. #:** 172813

344191

5.89

BLANKET PO FOR WATERLINE, LIFTSTATION, TRAFFIC, ENGINEERING, STREETS AND DRAINAGE SUPPLIES NOT BE USED FOR MAJOR PROJECTS.

611000 BLDG MATERIALS AND SUPPLIES**117.86****RAMONA ERVIN****Invoice #:** 150769**P.O. #:** 176272

343577

117.86

STEETS & DRAINAGE: METAL FOR NEW PUBLIC WORKS STREET SIGN, PAINTING SUPPLIES, CERTIFICATE FRAMES, PLAQUE, SAFETY EQUIPMENT

612200 REPAIRS AND MAINTENANCE**344.73****RAMONA ERVIN****Invoice #:** 150769**P.O. #:** 176272

343577

66.33

STEETS & DRAINAGE: METAL FOR NEW PUBLIC WORKS STREET SIGN, PAINTING SUPPLIES, CERTIFICATE FRAMES, PLAQUE, SAFETY EQUIPMENT

RAMONA ERVIN**Invoice #:** 150769**P.O. #:** 176272

343577

15.50

TRAFFIC CONTROL: MEAL PERDEM, PIN REPAIR

MILLER ICE MACHINE CO**Invoice #:** 150936**P.O. #:** 175591

343744

262.90

CASE OF 10 INCH 40 COARSE FILTERS INCLUDING FREIGHT CHARGES.

614000 GASOLINE, OIL, GREASE**8,242.29**

WARING OIL CO			
Invoice #:	150957	P.O. #:	176241
			343766
			4,591.33
DIESEL (ON FUEL)			
WARING OIL CO			
Invoice #:	150957	P.O. #:	176241
			343766
			3,427.00
UNLEADED (ETHANOL FREE)			
FLEETCOR TECHNOLOGIES			
Invoice #:	151231	P.O. #:	MANUAL
			344041
			145.68
FLEETCOR TECHNOLOGIES			
Invoice #:	151404	P.O. #:	MANUAL
			344214
			78.28
614300	SHELLS, GRAVEL, SAND		14,430.00
LAND SHAPER INC			
Invoice #:	150973	P.O. #:	175858
			343780
			14,430.00
LIMESTONE ASTM-610 FOR STOCK BID GROUP C1			
614500	DRAINAGE AND OTHER PROJECTS		2,487.25
BAYOU CONCRETE, LLC			
Invoice #:	150471	P.O. #:	176194
			343275
			437.50
BLANKET PO FOR 3000 PSI CONCRETE WITH FIBER TO BE USED AS NEEDED DURING THE MONTHS OF JUNE THROUGH JULY			
BAYOU CONCRETE, LLC			
Invoice #:	150472	P.O. #:	176194
			343276
			647.50
BLANKET PO FOR 3000 PSI CONCRETE WITH FIBER TO BE USED AS NEEDED DURING THE MONTHS OF JUNE THROUGH JULY			
BAYOU CONCRETE, LLC			
Invoice #:	150473	P.O. #:	176194
			343277
			939.75
BLANKET PO FOR 3000 PSI CONCRETE WITH FIBER TO BE USED AS NEEDED DURING THE MONTHS OF JUNE THROUGH JULY			
METRO CONCRETE LLC			
Invoice #:	150937	P.O. #:	176313
			343745
			462.50
BLANKET PO FOR 3000 PSI CONCRETE WITH FIBER			
620900	CONTRACTUAL FEES		147.88
HARRISON COUNTY EMERGENCY			
Invoice #:	151236	P.O. #:	MANUAL
			344046
			20.68
COASTAL DUST CONTROL			
Invoice #:	151240	P.O. #:	MANUAL
			344050
			31.80

COASTAL DUST CONTROL				
Invoice #:	151264	P.O. #:	MANUAL	
		344074	31.80	
COASTAL DUST CONTROL				
Invoice #:	151266	P.O. #:	MANUAL	
		344076	31.80	
COASTAL DUST CONTROL				
Invoice #:	151267	P.O. #:	MANUAL	
		344077	31.80	
621700	MAINTENANCE CONTRACTS			664.55
ROBERT J YOUNG COMPANY INC				
Invoice #:	151301	P.O. #:	MANUAL	664.55
621800	PRIVATIZATION CONTRACT			248,947.14
UTILITY PARTNERS, LLC				
Invoice #:	150938	P.O. #:	176379	248,947.14
(S&D) PAY APPLICATION #33 FOR PROFESSIONAL SERVICES CONTRACT FOR STREET AND DRAINAGE MAINTENANCE AND OPERATIONS FOR WORK ACCOMPLISHED BETWEEN JUNE 1 2014 AND JUNE 30,2014; CONTRACT FEE -CONTRACT APPROVED BY CI				
621900	MEMBERSHIP DUES AND SUBSCRI			15.75
SAMS CLUB CORP				
Invoice #:	150906	P.O. #:	176322	15.75
MEMBERSHIP DUES FOR CITYWIDE SAM CARDS				
625300	TIRE PROGRAM			897.23
SOUTHERN TIRE MART LLC				
Invoice #:	150563	P.O. #:	176047	27.94
TIRE P/N ST205/75D15 SHOP USE				
SOUTHERN TIRE MART LLC				
Invoice #:	150563	P.O. #:	176047	38.98
TIRE P/N ST225/75D15 SHOP USE				
SOUTHERN TIRE MART LLC				
Invoice #:	150563	P.O. #:	176047	80.31
TIRE P/N 11L-15SL SHOP USE				
SOUTHERN TIRE MART LLC				
Invoice #:	150563	P.O. #:	176047	175.21
TIRE P/N 11L-16SL SHOP USE				

SOUTHERN TIRE MART LLC			
Invoice #: 150563	P.O. #: 176047	343367	57.36
TIRE P/N 7.50-16 SHOP USE			
SOUTHERN TIRE MART LLC			
Invoice #: 150563	P.O. #: 176047	343367	66.87
TIRE P/N P245/70R16 SHOP USE			
SOUTHERN TIRE MART LLC			
Invoice #: 150563	P.O. #: 176047	343367	135.78
TIRE P/N P245/70R17 SHOP USE			
SOUTHERN TIRE MART LLC			
Invoice #: 150563	P.O. #: 176047	343367	1.30
REIMBURSEMENT OF WASTE TIRE FEE			
SOUTHERN TIRE MART LLC			
Invoice #: 150564	P.O. #: 176047	343368	15.00
TIRE P/N ST205/75D15 SHOP USE			
SOUTHERN TIRE MART LLC			
Invoice #: 150564	P.O. #: 176047	343368	20.93
TIRE P/N ST225/75D15 SHOP USE			
SOUTHERN TIRE MART LLC			
Invoice #: 150564	P.O. #: 176047	343368	43.12
TIRE P/N 11L-15SL SHOP USE			
SOUTHERN TIRE MART LLC			
Invoice #: 150564	P.O. #: 176047	343368	94.09
TIRE P/N 11L-16SL SHOP USE			
SOUTHERN TIRE MART LLC			
Invoice #: 150564	P.O. #: 176047	343368	30.81
TIRE P/N 7.50-16 SHOP USE			
SOUTHERN TIRE MART LLC			
Invoice #: 150564	P.O. #: 176047	343368	35.91
TIRE P/N P245/70R16 SHOP USE			
SOUTHERN TIRE MART LLC			
Invoice #: 150564	P.O. #: 176047	343368	72.92
TIRE P/N P245/70R17 SHOP USE			
SOUTHERN TIRE MART LLC			
Invoice #: 150564	P.O. #: 176047	343368	0.70
REIMBURSEMENT OF WASTE TIRE FEE			
626001	TELEPHONE		471.32

TEC OF JACKSON INC			
Invoice #:	151351	P.O. #:	MANUAL
			344161
			3.23
CELLULAR SOUTH, INC			
Invoice #:	151407	P.O. #:	MANUAL
			344217
			468.09
626002	ELECTRIC		4,307.89
JOHNSON CONTROLS INC			
Invoice #:	150866	P.O. #:	176375
			343675
			1,583.13
MEASUREMENT & VERIFICATION SYSTEM FOR ENERGY EFFICIENCY PERFORMANCE CONTRACTING PROJECT APPROVED 8/23/10. -FOR SERVICE PERIOD 06/01/14 TO 8/31/14 INV#00072999707			
MS POWER COMPANY			
Invoice #:	151382	P.O. #:	MANUAL
			344192
			2,683.17
MS POWER COMPANY			
Invoice #:	151405	P.O. #:	MANUAL
			344215
			41.59
626700	RENTAL		150.00
JOHN FAYARD MOVING & WHSE, LLC			
Invoice #:	151209	P.O. #:	MANUAL
			344019
			150.00
626900	TRAVEL		24.46
RAMONA ERVIN			
Invoice #:	150769	P.O. #:	176272
			343577
			24.46
TRAFFIC CONTROL: MEAL PERDEM, PIN REPAIR			
629305	INSURANCE PREMIUMS - PROPER		7,870.00
CITY OF GULFPORT			
Invoice #:	151248	P.O. #:	MANUAL
			344058
			7,870.00
629310	INSURANCE PREMIUMS - GEN LIA		1,622.00
CITY OF GULFPORT			
Invoice #:	150730	P.O. #:	MANUAL
			343534
			1,622.00
630300	MACHINERY		725.72

NAVIGATION ELECTRONICS INC

Invoice #: 151022

P.O. #: 175957

343831

725.72

ITEM #9641100 TRIMBLE JUNO 3B HANDHELD GPS

313 Public Works Admin 9,384.75

602500 LIFE INSURANCE 66.50

LIFE INSURANCE COMPANY OF N.A. - CIGNA

Invoice #: 151321

P.O. #: 176469

344131

66.50

JULY 2014 LIFE INSURANCE PREMIUM/POLICY #FLX#963247 &
OK964940

602700 WORKERS COMP 526.00

CITY OF GULFPORT

Invoice #: 151237

P.O. #: MANUAL

344047

526.00

610400 OFFICE SUPPLIES 27.94

SAMS CLUB CORP

Invoice #: 150900

P.O. #: 175417

343709

19.23

BLANKET PURCHASE ORDER FOR OFFICE SUPPLIES FOR MAY THRU JULY 2014.

SAMS CLUB CORP

Invoice #: 150901

P.O. #: 175417

343710

8.71

BLANKET PURCHASE ORDER FOR OFFICE SUPPLIES FOR MAY THRU JULY 2014.

610700 OPERATING SUPPLIES 8.79

NECAISE LOCKSMITH SERVICE INC

Invoice #: 150513

P.O. #: 171489

343317

6.79

WATER, SEWER, STREETS & DRAINAGE, PUBLIC WORKS AND TRAFFIC SUPPLIES.

NECAISE LOCKSMITH SERVICE INC

Invoice #: 150514

P.O. #: 171489

343318

2.00

WATER, SEWER, STREETS & DRAINAGE, PUBLIC WORKS AND TRAFFIC SUPPLIES.

626001 TELEPHONE 75.80

CELLULAR SOUTH, INC

Invoice #: 151407

P.O. #: MANUAL

344217

75.80

626002 ELECTRIC 2,924.72

JOHNSON CONTROLS INC

Invoice #: 150866	P.O. #: 176375	343675	1,583.13
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MEASUREMENT & VERIFICATION SYSTEM FOR ENERGY EFFICIENCY PERFORMANCE
CONTRACTING PROJECT APPROVED 8/23/10. -FOR SERVICE PERIOD 06/01/14 TO 8/31/14
INV#00072999707

MS POWER COMPANY

Invoice #: 151382	P.O. #: MANUAL	344192	1,341.59
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629305 INSURANCE PREMIUMS - PROPER 767.00

CITY OF GULFPORT

Invoice #: 151248	P.O. #: MANUAL	344058	767.00
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629310 INSURANCE PREMIUMS - GEN LIA 4,988.00

CITY OF GULFPORT

Invoice #: 150730	P.O. #: MANUAL	343534	4,988.00
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315 Traffic Control 17,382.84**601300 CITY BENEFITS 3.00**

MISSISSIPPI SELECT HEALTH CARE LLC

Invoice #: 151317	P.O. #: 176470	344127	3.00
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FLEXIBLE SPENDING ACCOUNT SERVICE FEE INVOICE# 2797 FOR THE MONTH OF JULY

602500 LIFE INSURANCE 76.00

LIFE INSURANCE COMPANY OF N.A. - CIGNA

Invoice #: 151321	P.O. #: 176469	344131	76.00
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JULY 2014 LIFE INSURANCE PREMIUM/POLICY #FLX#963247 &
OK964940

602700 WORKERS COMP 1,593.00

CITY OF GULFPORT

Invoice #: 151237	P.O. #: MANUAL	344047	1,593.00
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610400 OFFICE SUPPLIES 27.94

SAMS CLUB CORP

Invoice #: 150900	P.O. #: 175417	343709	19.23
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BLANKET PURCHASE ORDER FOR OFFICE SUPPLIES FOR MAY THRU JULY 2014.

SAMS CLUB CORP**Invoice #:** 150901**P.O. #:** 175417

343710

8.71

BLANKET PURCHASE ORDER FOR OFFICE SUPPLIES FOR MAY THRU JULY 2014.

610700 OPERATING SUPPLIES 19.83**NECAISE LOCKSMITH SERVICE INC****Invoice #:** 150513**P.O. #:** 171489

343317

6.79

WATER, SEWER, STREETS & DRAINAGE, PUBLIC WORKS AND TRAFFIC SUPPLIES.

NECAISE LOCKSMITH SERVICE INC**Invoice #:** 150514**P.O. #:** 171489

343318

2.00

WATER, SEWER, STREETS & DRAINAGE, PUBLIC WORKS AND TRAFFIC SUPPLIES.

LOWES OF GULFPORT MS 466**Invoice #:** 151191**P.O. #:** 172813

344001

8.69

BLANKET PO FOR WATERLINE, LIFTSTATION, TRAFFIC, ENGINEERING, STREETS AND DRAINAGE SUPPLIES NOT BE USED FOR MAJOR PROJECTS.

LOWES OF GULFPORT MS 466**Invoice #:** 151381**P.O. #:** 172813

344191

2.35

BLANKET PO FOR WATERLINE, LIFTSTATION, TRAFFIC, ENGINEERING, STREETS AND DRAINAGE SUPPLIES NOT BE USED FOR MAJOR PROJECTS.

615500 TRAFFIC CONTROL 11,738.06**TEMPLE INC****Invoice #:** 150764**P.O. #:** 176388

343572

10,000.00

SOFTWARE UPGRADE TO CURRENT SYSTEM THAT WILL ALLOW TRAFFIC DIVISION TO MONITOR TRAFIC LOOPS FROM OFFICE AS WELL AS FIELD; AS PER ATTACHED QUOTE AND EXPLANATION.

TEMPLE INC**Invoice #:** 150764**P.O. #:** 176388

343572

1,250.00

TRAINING - ON SITE ASSISTANCE

TEMPLE INC**Invoice #:** 150956**P.O. #:** 176115

343765

380.36

ITEM #78-8095-4069-9 3M PNEUMATIC PLYPACK GUN FOR TRAFFIC SIGNAL LOOP INSTALLATION

GLEEM PAINT CENTER**Invoice #:** 151311**P.O. #:** 176028

344121

39.95

STRIPING MACHINE #7-606 FOR MARKING UNDERGROUND UTILITIES

GLEEM PAINT CENTER**Invoice #:** 151311**P.O. #:** 176028

344121

27.80

SEYMOUR 20-647 20OZ RED MARKING PAINT

GLEEM PAINT CENTER**Invoice #:** 151311**P.O. #:** 176028

344121

39.95

STRIPING MACHINE #Z608

626001 TELEPHONE 458.01

CELLULAR SOUTH, INC			
Invoice #: 151407	P.O. #: MANUAL	344217	194.67

CELLULAR SOUTH, INC			
Invoice #: 151407	P.O. #: MANUAL	344217	263.34

629305 INSURANCE PREMIUMS - PROPER 2,313.00

CITY OF GULFPORT			
Invoice #: 151248	P.O. #: MANUAL	344058	2,313.00

629310 INSURANCE PREMIUMS - GEN LIA 1,154.00

CITY OF GULFPORT			
Invoice #: 150730	P.O. #: MANUAL	343534	1,154.00

325 Engineering 60,525.05

602500 LIFE INSURANCE 47.50

LIFE INSURANCE COMPANY OF N.A. - CIGNA			
Invoice #: 151321	P.O. #: 176469	344131	47.50

JULY 2014 LIFE INSURANCE PREMIUM/POLICY #FLX#963247 &
OK964940

602700 WORKERS COMP 2,556.00

CITY OF GULFPORT			
Invoice #: 151237	P.O. #: MANUAL	344047	2,556.00

610400 OFFICE SUPPLIES 37.26

SAMS CLUB CORP			
Invoice #: 150900	P.O. #: 175417	343709	25.64

BLANKET PURCHASE ORDER FOR OFFICE SUPPLIES FOR MAY THRU JULY 2014.

SAMS CLUB CORP			
Invoice #: 150901	P.O. #: 175417	343710	11.62

BLANKET PURCHASE ORDER FOR OFFICE SUPPLIES FOR MAY THRU JULY 2014.

610700 OPERATING SUPPLIES 11.04

LOWES OF GULFPORT MS 466

Invoice #: 151191	P.O. #: 172813	344001	8.69
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BLANKET PO FOR WATERLINE, LIFTSTATION, TRAFFIC, ENGINEERING, STREETS AND DRAINAGE SUPPLIES NOT BE USED FOR MAJOR PROJECTS.

LOWES OF GULFPORT MS 466

Invoice #: 151381	P.O. #: 172813	344191	2.35
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BLANKET PO FOR WATERLINE, LIFTSTATION, TRAFFIC, ENGINEERING, STREETS AND DRAINAGE SUPPLIES NOT BE USED FOR MAJOR PROJECTS.

620900 CONTRACTUAL FEES 10.34

HARRISON COUNTY EMERGENCY

Invoice #: 151236	P.O. #: MANUAL	344046	10.34
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625100 STREETS AND TRAFFIC LIGHTING 38,281.99

ROSSKOPF ELECTRIC CO INC

Invoice #: 151007	P.O. #: 175473	343816	600.00
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ITEM #LU-400 400 WATT HPS LAMP FOR STSREET LIGHT REPAIRS AND MAINTENANCE

ROSSKOPF ELECTRIC CO INC

Invoice #: 151007	P.O. #: 175473	343816	350.00
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ITEM #TRM-10 SHAWMUT 10 AMP FUSE

ROSSKOPF ELECTRIC CO INC

Invoice #: 151007	P.O. #: 175473	343816	720.00
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ITEM #D65U BUCHANAN DOUBLE FUSE HOLDER

ROSSKOPF ELECTRIC CO INC

Invoice #: 151007	P.O. #: 175473	343816	420.00
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ITEM #65U BUCHANAN SINGLE FUSE HOLDER

ROSSKOPF ELECTRIC CO INC

Invoice #: 151007	P.O. #: 175473	343816	650.00
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ITEM #VM-MH400-5T-0 ESPEN 400W MH BALLAST

MS POWER COMPANY

Invoice #: 151335	P.O. #: MANUAL	344145	362.48
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COAST ELECTRIC POWER ASSOC

Invoice #: 151379	P.O. #: MANUAL	344189	26,476.22
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MS POWER COMPANY

Invoice #: 151380	P.O. #: MANUAL	344190	131.97
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MS POWER COMPANY				
Invoice #:	151382	P.O. #:	MANUAL	344192
				4,482.29
MS POWER COMPANY				
Invoice #:	151399	P.O. #:	MANUAL	344209
				3,451.41
MS POWER COMPANY				
Invoice #:	151405	P.O. #:	MANUAL	344215
				637.62
626001	TELEPHONE			157.21
TEC OF JACKSON INC				
Invoice #:	151351	P.O. #:	MANUAL	344161
				3.08
CELLULAR SOUTH, INC				
Invoice #:	151407	P.O. #:	MANUAL	344217
				154.13
626500	PRINTING AND BINDING			216.00
PLAN HOUSE PRINTING & GRAPHICS, LLP				
Invoice #:	151316	P.O. #:	175909	344126
				216.00
BLANKET PO FOR VARIOUS ENGINEERING PROJECTS				
629305	INSURANCE PREMIUMS - PROPER			1,057.00
CITY OF GULFPORT				
Invoice #:	151248	P.O. #:	MANUAL	344058
				1,057.00
629310	INSURANCE PREMIUMS - GEN LIA			17,425.00
CITY OF GULFPORT				
Invoice #:	150730	P.O. #:	MANUAL	343534
				17,425.00
630300	MACHINERY			725.71
NAVIGATION ELECTRONICS INC				
Invoice #:	151022	P.O. #:	175957	343831
				725.71
ITEM #9641100 TRIMBLE JUNO 3B HANDHELD GPS				

335	Garage Maintenance	27,116.94
602500	LIFE INSURANCE	76.00
LIFE INSURANCE COMPANY OF N.A. - CIGNA		
Invoice #: 151321	P.O. #: 176469	344131
JULY 2014 LIFE INSURANCE PREMIUM/POLICY #FLX#963247 & OK964940		
602700	WORKERS COMP	4,990.00
CITY OF GULFPORT		
Invoice #: 151237	P.O. #: MANUAL	344047
610700	OPERATING SUPPLIES	350.36
RAMONA ERVIN		
Invoice #: 150769	P.O. #: 176272	343577
MAINTENANCE GARAGE: REPAIR PARTS, TOOL, SAFETY GEAR, TRAINING TEST		
AUTO ZONE INC		
Invoice #: 151033	P.O. #: 176286	343842
FREON CYLINDERS R134A P/N 3030 SHOP USE		
611300	MOTOR VEHICLE REPAIRS	15,521.84
PARTS AND SUPPLY INC		
Invoice #: 150567	P.O. #: 176050	343371
PARTS AND SUPPLY INC		
Invoice #: 150568	P.O. #: 176050	343372
BLANKET PURCHASE ORDER FOR JUNE - JULY 2014		
PARTS AND SUPPLY INC		
Invoice #: 150569	P.O. #: 176050	343373
BLANKET PURCHASE ORDER FOR JUNE - JULY 2014		
PARTS AND SUPPLY INC		
Invoice #: 150570	P.O. #: 176050	343374
BLANKET PURCHASE ORDER FOR JUNE - JULY 2014		
PARTS AND SUPPLY INC		
Invoice #: 150571	P.O. #: 176050	343375
BLANKET PURCHASE ORDER FOR JUNE - JULY 2014		
PARTS AND SUPPLY INC		
Invoice #: 150572	P.O. #: 176050	343376
BLANKET PURCHASE ORDER FOR JUNE - JULY 2014		

PARTS AND SUPPLY INC

Invoice #: 150573

P.O. #: 176050

343377

26.48

BLANKET PURCHASE ORDER FOR JUNE - JULY 2014

PARTS AND SUPPLY INC

Invoice #: 150574

P.O. #: 176050

343378

40.47

BLANKET PURCHASE ORDER FOR JUNE - JULY 2014

PARTS AND SUPPLY INC

Invoice #: 150575

P.O. #: 176050

343379

73.73

BLANKET PURCHASE ORDER FOR JUNE - JULY 2014

CORNETT BOLT & SCREW, INC

Invoice #: 150576

P.O. #: 175257

343380

16.00

BLANKET PURCHASE ORDER FOR MAY 2014

CORNETT BOLT & SCREW, INC

Invoice #: 150577

P.O. #: 175257

343381

84.15

BLANKET PURCHASE ORDER FOR MAY 2014

CORNETT BOLT & SCREW, INC

Invoice #: 150578

P.O. #: 175257

343382

87.52

BLANKET PURCHASE ORDER FOR MAY 2014

BUTCH OUSTALET INC

Invoice #: 150580

P.O. #: 175765

343384

-399.32

BUTCH OUSTALET INC

Invoice #: 150581

P.O. #: 175765

343385

36.60

BLANKET PURCHASE ORDER FOR JUNE 2014

BUTCH OUSTALET INC

Invoice #: 150582

P.O. #: 175765

343386

26.38

BLANKET PURCHASE ORDER FOR JUNE 2014

BUTCH OUSTALET INC

Invoice #: 150583

P.O. #: 175765

343387

41.06

BLANKET PURCHASE ORDER FOR JUNE 2014

BUTCH OUSTALET INC

Invoice #: 150584

P.O. #: 175765

343388

66.51

BLANKET PURCHASE ORDER FOR JUNE 2014

BUTCH OUSTALET INC

Invoice #: 150585

P.O. #: 175765

343389

107.36

BLANKET PURCHASE ORDER FOR JUNE 2014

BUTCH OUSTALET INC

Invoice #: 150586

P.O. #: 175765

343390

404.13

BLANKET PURCHASE ORDER FOR JUNE 2014

BUTCH OUSTALET INC			
Invoice #:	150587	P.O. #:	175765
		343391	423.98
BLANKET PURCHASE ORDER FOR JUNE 2014			
BUTCH OUSTALET INC			
Invoice #:	150588	P.O. #:	175765
		343392	404.13
BLANKET PURCHASE ORDER FOR JUNE 2014			
BUTCH OUSTALET INC			
Invoice #:	150589	P.O. #:	175765
		343393	8.02
BLANKET PURCHASE ORDER FOR JUNE 2014			
BUTCH OUSTALET INC			
Invoice #:	150590	P.O. #:	175765
		343394	35.46
BLANKET PURCHASE ORDER FOR JUNE 2014			
BUTCH OUSTALET INC			
Invoice #:	150591	P.O. #:	175765
		343395	11.78
BLANKET PURCHASE ORDER FOR JUNE 2014			
BUTCH OUSTALET INC			
Invoice #:	150592	P.O. #:	175765
		343396	54.22
BLANKET PURCHASE ORDER FOR JUNE 2014			
BUTCH OUSTALET INC			
Invoice #:	150593	P.O. #:	175765
		343397	38.10
BLANKET PURCHASE ORDER FOR JUNE 2014			
COVINGTON SALES & SERVICE INC			
Invoice #:	150594	P.O. #:	175770
		343399	-140.00
COVINGTON SALES & SERVICE INC			
Invoice #:	150595	P.O. #:	175770
		343400	155.90
BLANKET PURCHASE ORDER FOR JUNE 2014			
COVINGTON SALES & SERVICE INC			
Invoice #:	150596	P.O. #:	175770
		343401	160.84
BLANKET PURCHASE ORDER FOR JUNE 2014			
COVINGTON SALES & SERVICE INC			
Invoice #:	150597	P.O. #:	175770
		343402	457.30
BLANKET PURCHASE ORDER FOR JUNE 2014			
COVINGTON SALES & SERVICE INC			
Invoice #:	150598	P.O. #:	175770
		343403	285.10
BLANKET PURCHASE ORDER FOR JUNE 2014			
COVINGTON SALES & SERVICE INC			
Invoice #:	150599	P.O. #:	175770
		343404	140.63
BLANKET PURCHASE ORDER FOR JUNE 2014			

COVINGTON SALES & SERVICE INC			
Invoice #: 150600	P.O. #: 175770	343405	202.21
BLANKET PURCHASE ORDER FOR JUNE 2014			
COVINGTON SALES & SERVICE INC			
Invoice #: 150601	P.O. #: 175770	343406	239.80
BLANKET PURCHASE ORDER FOR JUNE 2014			
COVINGTON SALES & SERVICE INC			
Invoice #: 150602	P.O. #: 175770	343407	87.20
BLANKET PURCHASE ORDER FOR JUNE 2014			
COVINGTON SALES & SERVICE INC			
Invoice #: 150603	P.O. #: 175770	343408	112.16
BLANKET PURCHASE ORDER FOR JUNE 2014			
DUNAWAY GLASS INC			
Invoice #: 150604	P.O. #: 175209	343410	180.00
BLANKET PURCHASE ORDER FOR MAY 2014			
DUNAWAY GLASS INC			
Invoice #: 150605	P.O. #: 175209	343411	210.00
BLANKET PURCHASE ORDER FOR MAY 2014			
HYDRAULIC REPAIR SERVICES LLC			
Invoice #: 150606	P.O. #: 175936	343412	153.00
BLANKET PURCHASE ORDER FOR JUNE - JULY 2014			
HYDRAULIC REPAIR SERVICES LLC			
Invoice #: 150607	P.O. #: 175936	343413	253.33
BLANKET PURCHASE ORDER FOR JUNE - JULY 2014			
HYDRAULIC REPAIR SERVICES LLC			
Invoice #: 150608	P.O. #: 175936	343414	852.91
BLANKET PURCHASE ORDER FOR JUNE - JULY 2014			
HYDRAULIC REPAIR SERVICES LLC			
Invoice #: 150609	P.O. #: 175936	343415	192.49
BLANKET PURCHASE ORDER FOR JUNE - JULY 2014			
HYDRAULIC REPAIR SERVICES LLC			
Invoice #: 150610	P.O. #: 175936	343416	621.92
BLANKET PURCHASE ORDER FOR JUNE - JULY 2014			
A1 BATTERY INC			
Invoice #: 150611	P.O. #: 175544	343417	142.05
BLANKET PURCHASE ORDER FOR MAY AND JUNE 2014			
A1 BATTERY INC			
Invoice #: 150612	P.O. #: 175544	343418	56.10
BLANKET PURCHASE ORDER FOR MAY AND JUNE 2014			

A1 BATTERY INC			
Invoice #: 150613	P.O. #: 175544	343419	73.25
BLANKET PURCHASE ORDER FOR MAY AND JUNE 2014			
A1 BATTERY INC			
Invoice #: 150614	P.O. #: 175544	343420	79.10
BLANKET PURCHASE ORDER FOR MAY AND JUNE 2014			
A1 BATTERY INC			
Invoice #: 150615	P.O. #: 175544	343421	73.95
BLANKET PURCHASE ORDER FOR MAY AND JUNE 2014			
A1 BATTERY INC			
Invoice #: 150616	P.O. #: 175544	343422	62.65
BLANKET PURCHASE ORDER FOR MAY AND JUNE 2014			
A1 BATTERY INC			
Invoice #: 150617	P.O. #: 175544	343423	418.35
BLANKET PURCHASE ORDER FOR MAY AND JUNE 2014			
A1 BATTERY INC			
Invoice #: 150618	P.O. #: 175544	343424	67.55
BLANKET PURCHASE ORDER FOR MAY AND JUNE 2014			
A1 BATTERY INC			
Invoice #: 150619	P.O. #: 175544	343425	131.60
BLANKET PURCHASE ORDER FOR MAY AND JUNE 2014			
AUTO ZONE INC			
Invoice #: 150620	P.O. #: 175852	343426	-69.67
AUTO ZONE INC			
Invoice #: 150621	P.O. #: 175852	343427	21.83
BLANKET PURCHASE ORDER FOR JUNE 2014			
AUTO ZONE INC			
Invoice #: 150622	P.O. #: 175852	343428	50.39
BLANKET PURCHASE ORDER FOR JUNE 2014			
AUTO ZONE INC			
Invoice #: 150623	P.O. #: 175852	343429	25.00
BLANKET PURCHASE ORDER FOR JUNE 2014			
AUTO ZONE INC			
Invoice #: 150624	P.O. #: 175852	343430	26.67
BLANKET PURCHASE ORDER FOR JUNE 2014			
AUTO ZONE INC			
Invoice #: 150625	P.O. #: 175852	343431	25.00
BLANKET PURCHASE ORDER FOR JUNE 2014			

AUTO ZONE INC			
Invoice #: 150626	P.O. #: 175852	343432	16.19
BLANKET PURCHASE ORDER FOR JUNE 2014			
AUTO ZONE INC			
Invoice #: 150627	P.O. #: 175852	343433	38.39
BLANKET PURCHASE ORDER FOR JUNE 2014			
AUTO ZONE INC			
Invoice #: 150628	P.O. #: 175852	343434	6.64
BLANKET PURCHASE ORDER FOR JUNE 2014			
AUTO ZONE INC			
Invoice #: 150629	P.O. #: 175852	343435	20.00
BLANKET PURCHASE ORDER FOR JUNE 2014			
AUTO ZONE INC			
Invoice #: 150630	P.O. #: 175852	343436	126.47
BLANKET PURCHASE ORDER FOR JUNE 2014			
AUTO ZONE INC			
Invoice #: 150631	P.O. #: 175852	343437	68.60
BLANKET PURCHASE ORDER FOR JUNE 2014			
AUTO ZONE INC			
Invoice #: 150632	P.O. #: 175852	343438	64.46
BLANKET PURCHASE ORDER FOR JUNE 2014			
AUTO ZONE INC			
Invoice #: 150633	P.O. #: 175852	343439	12.48
BLANKET PURCHASE ORDER FOR JUNE 2014			
AUTO ZONE INC			
Invoice #: 150634	P.O. #: 175852	343440	24.64
BLANKET PURCHASE ORDER FOR JUNE 2014			
AUTO ZONE INC			
Invoice #: 150635	P.O. #: 175852	343441	30.35
BLANKET PURCHASE ORDER FOR JUNE 2014			
AUTO ZONE INC			
Invoice #: 150636	P.O. #: 175852	343442	20.00
BLANKET PURCHASE ORDER FOR JUNE 2014			
AUTO ZONE INC			
Invoice #: 150637	P.O. #: 175852	343443	104.87
BLANKET PURCHASE ORDER FOR JUNE 2014			
AUTO ZONE INC			
Invoice #: 150638	P.O. #: 175852	343444	22.07
BLANKET PURCHASE ORDER FOR JUNE 2014			

TURAN-FOLEY CHEVROLET BUICK GEO			
Invoice #: 150640	P.O. #: 176041	343446	49.36
BLAKET PURCHASE ORDER FOR JUNE - JULY 2014			
TURAN-FOLEY CHEVROLET BUICK GEO			
Invoice #: 150641	P.O. #: 176041	343447	18.45
BLAKET PURCHASE ORDER FOR JUNE - JULY 2014			
TURAN-FOLEY CHEVROLET BUICK GEO			
Invoice #: 150642	P.O. #: 176041	343448	284.93
BLAKET PURCHASE ORDER FOR JUNE - JULY 2014			
TURAN-FOLEY CHEVROLET BUICK GEO			
Invoice #: 150643	P.O. #: 176041	343449	148.75
BLAKET PURCHASE ORDER FOR JUNE - JULY 2014			
TURAN-FOLEY CHEVROLET BUICK GEO			
Invoice #: 150644	P.O. #: 176041	343450	42.38
BLAKET PURCHASE ORDER FOR JUNE - JULY 2014			
TURAN-FOLEY CHEVROLET BUICK GEO			
Invoice #: 150645	P.O. #: 176041	343451	65.09
BLAKET PURCHASE ORDER FOR JUNE - JULY 2014			
TURAN-FOLEY CHEVROLET BUICK GEO			
Invoice #: 150646	P.O. #: 176041	343452	30.40
BLAKET PURCHASE ORDER FOR JUNE - JULY 2014			
RAMONA ERVIN			
Invoice #: 150769	P.O. #: 176272	343577	83.49
MAINTENANCE GARAGE: REPAIR PARTS, TOOL, SAFETY GEAR, TRAINING TEST			
MAXIMUM AUTO PARTS & SUPPLY INC			
Invoice #: 150771	P.O. #: 175546	343579	229.32
BLANKET PURCHASE ORDER FOR MAY AND JUNE 2014			
MAXIMUM AUTO PARTS & SUPPLY INC			
Invoice #: 150772	P.O. #: 175546	343580	4.52
BLANKET PURCHASE ORDER FOR MAY AND JUNE 2014			
MAXIMUM AUTO PARTS & SUPPLY INC			
Invoice #: 150773	P.O. #: 175546	343581	11.88
BLANKET PURCHASE ORDER FOR MAY AND JUNE 2014			
MAXIMUM AUTO PARTS & SUPPLY INC			
Invoice #: 150774	P.O. #: 175546	343582	53.90
BLANKET PURCHASE ORDER FOR MAY AND JUNE 2014			
MAXIMUM AUTO PARTS & SUPPLY INC			
Invoice #: 150775	P.O. #: 175546	343583	5.18
BLANKET PURCHASE ORDER FOR MAY AND JUNE 2014			

MAXIMUM AUTO PARTS & SUPPLY INC			
Invoice #: 150776	P.O. #: 175546	343584	44.84
BLANKET PURCHASE ORDER FOR MAY AND JUNE 2014			
MAXIMUM AUTO PARTS & SUPPLY INC			
Invoice #: 150777	P.O. #: 175546	343585	29.51
BLANKET PURCHASE ORDER FOR MAY AND JUNE 2014			
MAXIMUM AUTO PARTS & SUPPLY INC			
Invoice #: 150778	P.O. #: 175546	343586	56.60
BLANKET PURCHASE ORDER FOR MAY AND JUNE 2014			
MAXIMUM AUTO PARTS & SUPPLY INC			
Invoice #: 150779	P.O. #: 175546	343587	12.68
BLANKET PURCHASE ORDER FOR MAY AND JUNE 2014			
MAXIMUM AUTO PARTS & SUPPLY INC			
Invoice #: 150780	P.O. #: 175546	343588	57.38
BLANKET PURCHASE ORDER FOR MAY AND JUNE 2014			
MAXIMUM AUTO PARTS & SUPPLY INC			
Invoice #: 150781	P.O. #: 175546	343589	105.96
BLANKET PURCHASE ORDER FOR MAY AND JUNE 2014			
MAXIMUM AUTO PARTS & SUPPLY INC			
Invoice #: 150782	P.O. #: 175546	343590	3.74
BLANKET PURCHASE ORDER FOR MAY AND JUNE 2014			
MAXIMUM AUTO PARTS & SUPPLY INC			
Invoice #: 150783	P.O. #: 175546	343591	103.08
BLANKET PURCHASE ORDER FOR MAY AND JUNE 2014			
MAXIMUM AUTO PARTS & SUPPLY INC			
Invoice #: 150784	P.O. #: 175546	343592	77.75
BLANKET PURCHASE ORDER FOR MAY AND JUNE 2014			
MAXIMUM AUTO PARTS & SUPPLY INC			
Invoice #: 150785	P.O. #: 175546	343593	67.96
BLANKET PURCHASE ORDER FOR MAY AND JUNE 2014			
MAXIMUM AUTO PARTS & SUPPLY INC			
Invoice #: 150786	P.O. #: 175546	343594	34.68
BLANKET PURCHASE ORDER FOR MAY AND JUNE 2014			
MAXIMUM AUTO PARTS & SUPPLY INC			
Invoice #: 150787	P.O. #: 175546	343595	103.35
BLANKET PURCHASE ORDER FOR MAY AND JUNE 2014			
MAXIMUM AUTO PARTS & SUPPLY INC			
Invoice #: 150788	P.O. #: 175546	343596	30.24
BLANKET PURCHASE ORDER FOR MAY AND JUNE 2014			

MAXIMUM AUTO PARTS & SUPPLY INC			
Invoice #: 150789	P.O. #: 175546	343597	8.18
BLANKET PURCHASE ORDER FOR MAY AND JUNE 2014			
MAXIMUM AUTO PARTS & SUPPLY INC			
Invoice #: 150790	P.O. #: 175546	343598	77.78
BLANKET PURCHASE ORDER FOR MAY AND JUNE 2014			
MAXIMUM AUTO PARTS & SUPPLY INC			
Invoice #: 150791	P.O. #: 175546	343599	105.96
BLANKET PURCHASE ORDER FOR MAY AND JUNE 2014			
MAXIMUM AUTO PARTS & SUPPLY INC			
Invoice #: 150792	P.O. #: 175546	343600	264.28
BLANKET PURCHASE ORDER FOR MAY AND JUNE 2014			
MAXIMUM AUTO PARTS & SUPPLY INC			
Invoice #: 150793	P.O. #: 175546	343601	91.57
BLANKET PURCHASE ORDER FOR MAY AND JUNE 2014			
O REILLY AUTO PARTS			
Invoice #: 150794	P.O. #: 175768	343610	-916.55
O REILLY AUTO PARTS			
Invoice #: 150796	P.O. #: 175768	343611	446.18
BLANKET PURCHASE ORDER FOR JUNE 2014			
O REILLY AUTO PARTS			
Invoice #: 150797	P.O. #: 175768	343612	2.19
BLANKET PURCHASE ORDER FOR JUNE 2014			
O REILLY AUTO PARTS			
Invoice #: 150798	P.O. #: 175768	343613	132.54
BLANKET PURCHASE ORDER FOR JUNE 2014			
O REILLY AUTO PARTS			
Invoice #: 150799	P.O. #: 175768	343614	71.88
BLANKET PURCHASE ORDER FOR JUNE 2014			
O REILLY AUTO PARTS			
Invoice #: 150800	P.O. #: 175768	343615	120.32
BLANKET PURCHASE ORDER FOR JUNE 2014			
O REILLY AUTO PARTS			
Invoice #: 150801	P.O. #: 175768	343616	12.47
BLANKET PURCHASE ORDER FOR JUNE 2014			
O REILLY AUTO PARTS			
Invoice #: 150802	P.O. #: 175768	343617	232.73
BLANKET PURCHASE ORDER FOR JUNE 2014			

O REILLY AUTO PARTS			
Invoice #: 150803	P.O. #: 175768	343618	134.12
BLANKET PURCHASE ORDER FOR JUNE 2014			
 O REILLY AUTO PARTS			
Invoice #: 150805	P.O. #: 175768	343619	17.49
BLANKET PURCHASE ORDER FOR JUNE 2014			
 O REILLY AUTO PARTS			
Invoice #: 150806	P.O. #: 175768	343620	42.62
BLANKET PURCHASE ORDER FOR JUNE 2014			
 O REILLY AUTO PARTS			
Invoice #: 150807	P.O. #: 175768	343621	28.50
BLANKET PURCHASE ORDER FOR JUNE 2014			
 O REILLY AUTO PARTS			
Invoice #: 150808	P.O. #: 175768	343622	45.73
BLANKET PURCHASE ORDER FOR JUNE 2014			
 O REILLY AUTO PARTS			
Invoice #: 150809	P.O. #: 175768	343623	13.73
BLANKET PURCHASE ORDER FOR JUNE 2014			
 O REILLY AUTO PARTS			
Invoice #: 150810	P.O. #: 175768	343624	50.43
BLANKET PURCHASE ORDER FOR JUNE 2014			
 O REILLY AUTO PARTS			
Invoice #: 150811	P.O. #: 175768	343625	23.27
BLANKET PURCHASE ORDER FOR JUNE 2014			
 O REILLY AUTO PARTS			
Invoice #: 150812	P.O. #: 175768	343626	26.01
BLANKET PURCHASE ORDER FOR JUNE 2014			
 O REILLY AUTO PARTS			
Invoice #: 150813	P.O. #: 175768	343627	18.13
BLANKET PURCHASE ORDER FOR JUNE 2014			
 O REILLY AUTO PARTS			
Invoice #: 150814	P.O. #: 175768	343628	14.39
BLANKET PURCHASE ORDER FOR JUNE 2014			
 O REILLY AUTO PARTS			
Invoice #: 150815	P.O. #: 175768	343629	5.25
BLANKET PURCHASE ORDER FOR JUNE 2014			
 O REILLY AUTO PARTS			
Invoice #: 150816	P.O. #: 175768	343630	68.62
BLANKET PURCHASE ORDER FOR JUNE 2014			

O REILLY AUTO PARTS			
Invoice #: 150817	P.O. #: 175768	343631	40.74
BLANKET PURCHASE ORDER FOR JUNE 2014			
 O REILLY AUTO PARTS			
Invoice #: 150818	P.O. #: 175768	343632	7.78
BLANKET PURCHASE ORDER FOR JUNE 2014			
 O REILLY AUTO PARTS			
Invoice #: 150819	P.O. #: 175768	343633	15.56
BLANKET PURCHASE ORDER FOR JUNE 2014			
 O REILLY AUTO PARTS			
Invoice #: 150820	P.O. #: 175768	343634	43.19
BLANKET PURCHASE ORDER FOR JUNE 2014			
 O REILLY AUTO PARTS			
Invoice #: 150821	P.O. #: 175768	343635	100.26
BLANKET PURCHASE ORDER FOR JUNE 2014			
 O REILLY AUTO PARTS			
Invoice #: 150822	P.O. #: 175768	343636	316.31
BLANKET PURCHASE ORDER FOR JUNE 2014			
 O REILLY AUTO PARTS			
Invoice #: 150823	P.O. #: 175768	343637	271.73
BLANKET PURCHASE ORDER FOR JUNE 2014			
 O REILLY AUTO PARTS			
Invoice #: 150824	P.O. #: 175768	343638	124.61
BLANKET PURCHASE ORDER FOR JUNE 2014			
 O REILLY AUTO PARTS			
Invoice #: 150825	P.O. #: 175768	343639	215.67
BLANKET PURCHASE ORDER FOR JUNE 2014			
 O REILLY AUTO PARTS			
Invoice #: 150826	P.O. #: 175768	343640	4.49
BLANKET PURCHASE ORDER FOR JUNE 2014			
 O REILLY AUTO PARTS			
Invoice #: 150827	P.O. #: 175768	343641	41.85
BLANKET PURCHASE ORDER FOR JUNE 2014			
 O REILLY AUTO PARTS			
Invoice #: 150828	P.O. #: 175768	343642	38.97
BLANKET PURCHASE ORDER FOR JUNE 2014			
 O REILLY AUTO PARTS			
Invoice #: 150830	P.O. #: 175768	343643	25.98
BLANKET PURCHASE ORDER FOR JUNE 2014			

O REILLY AUTO PARTS			
Invoice #: 150831	P.O. #: 175768	343644	37.81
BLANKET PURCHASE ORDER FOR JUNE 2014			
 O REILLY AUTO PARTS			
Invoice #: 150832	P.O. #: 175768	343645	54.67
BLANKET PURCHASE ORDER FOR JUNE 2014			
 O REILLY AUTO PARTS			
Invoice #: 150833	P.O. #: 175768	343646	35.33
BLANKET PURCHASE ORDER FOR JUNE 2014			
 O REILLY AUTO PARTS			
Invoice #: 150834	P.O. #: 175768	343647	28.64
BLANKET PURCHASE ORDER FOR JUNE 2014			
 O REILLY AUTO PARTS			
Invoice #: 150835	P.O. #: 175768	343648	56.69
BLANKET PURCHASE ORDER FOR JUNE 2014			
 O REILLY AUTO PARTS			
Invoice #: 150836	P.O. #: 175768	343649	186.85
BLANKET PURCHASE ORDER FOR JUNE 2014			
 O REILLY AUTO PARTS			
Invoice #: 150837	P.O. #: 175768	343650	26.76
BLANKET PURCHASE ORDER FOR JUNE 2014			
 O REILLY AUTO PARTS			
Invoice #: 150838	P.O. #: 175768	343651	34.66
BLANKET PURCHASE ORDER FOR JUNE 2014			
 O REILLY AUTO PARTS			
Invoice #: 150839	P.O. #: 175768	343652	68.92
BLANKET PURCHASE ORDER FOR JUNE 2014			
 O REILLY AUTO PARTS			
Invoice #: 150841	P.O. #: 175768	343653	40.23
BLANKET PURCHASE ORDER FOR JUNE 2014			
 O REILLY AUTO PARTS			
Invoice #: 150842	P.O. #: 175768	343654	7.98
BLANKET PURCHASE ORDER FOR JUNE 2014			
 O REILLY AUTO PARTS			
Invoice #: 150843	P.O. #: 175768	343655	27.92
BLANKET PURCHASE ORDER FOR JUNE 2014			
 O REILLY AUTO PARTS			
Invoice #: 150844	P.O. #: 175768	343656	7.98
BLANKET PURCHASE ORDER FOR JUNE 2014			

O REILLY AUTO PARTS			
Invoice #: 150845	P.O. #: 175768	343657	91.51
BLANKET PURCHASE ORDER FOR JUNE 2014			
 O REILLY AUTO PARTS			
Invoice #: 150846	P.O. #: 175768	343658	16.24
BLANKET PURCHASE ORDER FOR JUNE 2014			
 O REILLY AUTO PARTS			
Invoice #: 150848	P.O. #: 175768	343659	6.49
BLANKET PURCHASE ORDER FOR JUNE 2014			
 O REILLY AUTO PARTS			
Invoice #: 150849	P.O. #: 175768	343660	104.40
BLANKET PURCHASE ORDER FOR JUNE 2014			
 O REILLY AUTO PARTS			
Invoice #: 150850	P.O. #: 175768	343661	18.25
BLANKET PURCHASE ORDER FOR JUNE 2014			
 O REILLY AUTO PARTS			
Invoice #: 150851	P.O. #: 175768	343662	34.00
BLANKET PURCHASE ORDER FOR JUNE 2014			
 O REILLY AUTO PARTS			
Invoice #: 150852	P.O. #: 175768	343663	28.42
BLANKET PURCHASE ORDER FOR JUNE 2014			
 O REILLY AUTO PARTS			
Invoice #: 150853	P.O. #: 175768	343664	45.73
BLANKET PURCHASE ORDER FOR JUNE 2014			
 O REILLY AUTO PARTS			
Invoice #: 150854	P.O. #: 175768	343665	2.36
BLANKET PURCHASE ORDER FOR JUNE 2014			
 O REILLY AUTO PARTS			
Invoice #: 150855	P.O. #: 175768	343666	29.27
BLANKET PURCHASE ORDER FOR JUNE 2014			
 O REILLY AUTO PARTS			
Invoice #: 150857	P.O. #: 175768	343667	10.19
BLANKET PURCHASE ORDER FOR JUNE 2014			
 O REILLY AUTO PARTS			
Invoice #: 150858	P.O. #: 175768	343668	192.88
BLANKET PURCHASE ORDER FOR JUNE 2014			
 O REILLY AUTO PARTS			
Invoice #: 150859	P.O. #: 175768	343669	10.22
BLANKET PURCHASE ORDER FOR JUNE 2014			

O REILLY AUTO PARTS

Invoice #: 150860	P.O. #: 175768	343670	19.54
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BLANKET PURCHASE ORDER FOR JUNE 2014

O REILLY AUTO PARTS

Invoice #: 150862	P.O. #: 175768	343671	3.89
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BLANKET PURCHASE ORDER FOR JUNE 2014

LYLE MACHINERY

Invoice #: 151034	P.O. #: 176288	343843	43.60
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TOOTH BUCKET P/N 6737325 ID# 3561

LYLE MACHINERY

Invoice #: 151034	P.O. #: 176288	343843	25.45
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PIN FLEX P/N 6737326 ID# 3561

DEANS TOWING & RECOVERY INC

Invoice #: 151035	P.O. #: 176300	343844	65.00
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TOW VEHICLE TO SHOP ID# 2558

TLH ENTERPRISES

Invoice #: 151036	P.O. #: 176301	343845	83.06
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RADIATOR P/N 1193 ID# 2558

TLH ENTERPRISES

Invoice #: 151036	P.O. #: 176301	343845	4.94
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RADIATOR CAP P/N 2120010 ID# 2558

BUTCH OUSTALET INC

Invoice #: 151037	P.O. #: 176206	343846	29.07
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STARTER SOLENOID P/N E9TZ-11450-B ID# 2538

BUTCH OUSTALET INC

Invoice #: 151037	P.O. #: 176206	343846	86.34
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PLUG WIRES P/N ASF-32C-C ID# 2538

BUTCH OUSTALET INC

Invoice #: 151037	P.O. #: 176206	343846	262.31
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PCM P/N 78-5851 ID# 2538

BUTCH OUSTALET INC

Invoice #: 151037	P.O. #: 176206	343846	10.06
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INJECTORS P/N PM-5 ID# 2538

BUTCH OUSTALET INC

Invoice #: 151037	P.O. #: 176206	343846	22.24
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DIST CAP P/N C194 ID# 2538

BUTCH OUSTALET INC

Invoice #: 151037	P.O. #: 176206	343846	7.31
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ROTOR P/N D214P ID# 2538

BUTCH OUSTALET INC				
Invoice #:	151037	P.O. #:	176206	
		343846	1.23	
CLAMP P/N 517212 ID# 2538				
BUTCH OUSTALET INC				
Invoice #:	151037	P.O. #:	176206	
		343846	6.62	
CONNECTOR GASKET P/N EG24842 ID# 2538				
BUTCH OUSTALET INC				
Invoice #:	151037	P.O. #:	176206	
		343846	137.48	
SHOP SUPPLIES / FEES ID# 2538				
BUTCH OUSTALET INC				
Invoice #:	151037	P.O. #:	176206	
		343846	951.12	
LABOR TO INSTALL PARTS ID# 2538				
BUTCH OUSTALET INC				
Invoice #:	151037	P.O. #:	176206	
		343846	58.59	
SHOP SUPPLIES ID# 2538				
HOWARD SMITH EQUIPMENT				
Invoice #:	151039	P.O. #:	176238	
		343848	199.95	
AXLE SHAFT P/N 128516 ID# 2584				
HOWARD SMITH EQUIPMENT				
Invoice #:	151039	P.O. #:	176238	
		343848	159.95	
AXLE SHAFT P/N 128517 ID# 2584				
HOWARD SMITH EQUIPMENT				
Invoice #:	151039	P.O. #:	176238	
		343848	92.60	
BEARING SET P/N SET401 ID# 2584				
HOWARD SMITH EQUIPMENT				
Invoice #:	151039	P.O. #:	176238	
		343848	110.12	
BEARING SET P/N SET403 ID# 2584				
HOWARD SMITH EQUIPMENT				
Invoice #:	151039	P.O. #:	176238	
		343848	92.72	
AXLE SEAL P/N 393-0173 ID# 2584				
HOWARD SMITH EQUIPMENT				
Invoice #:	151039	P.O. #:	176238	
		343848	2.70	
AXLE GASKET P/N E-2431 ID# 2584				
612200	REPAIRS AND MAINTENANCE			2,941.24
MID-SOUTH MACHINERY, INC.				
Invoice #:	150566	P.O. #:	175742	
		343370	332.50	
SERVICE CALL TO TROUBLESHOOT ELECTRICAL PROBLEM ID# 3545				

MID-SOUTH MACHINERY, INC.			
Invoice #:	150566	P.O. #:	175742
			343370
			51.00
MILEAGE TO TROUBLESHOOT ELECTRICAL PROBLEM ID# 3545			
MID-SOUTH MACHINERY, INC.			
Invoice #:	150566	P.O. #:	175742
			343370
			57.27
SWITCH ASSY P/N 12N4-10401			
MID-SOUTH MACHINERY, INC.			
Invoice #:	150566	P.O. #:	175742
			343370
			8.62
SHOP SUPPLIES			
JOHN M WARREN INC			
Invoice #:	150707	P.O. #:	176213
			343513
			1,060.12
GUTTER BROOMS P/N 41-PATELP5 ID# 3520/3544			
MID-SOUTH MACHINERY, INC.			
Invoice #:	150709	P.O. #:	176009
			343516
			30.42
A/C BELT P/N 11E4-3601 ID# 3560			
LYLE MACHINERY			
Invoice #:	150711	P.O. #:	176317
			343518
			118.83
BATTERY W/ACID P/N B6670251			
MOBILE LUMBER & BUILDING MATERIALS INC			
Invoice #:	150712	P.O. #:	175952
			343519
			320.00
TREATED LUMBER P/N 2 X 8 X 16 SHOP USE			
PUCKETT MACHINERY CO INC			
Invoice #:	150939	P.O. #:	176057
			343748
			637.00
TROUBLESHOOT TEST/ CHECK & ADJUST FUEL SYSTEM ID# 2575			
PUCKETT MACHINERY CO INC			
Invoice #:	150939	P.O. #:	176057
			343748
			25.48
SUPPLIES / ENVIROMENTAL FEE ID# 2575			
LOUIS SMITH WELDING			
Invoice #:	150941	P.O. #:	176210
			343749
			225.00
LABOR TO FABRICATE AND INSTALL NEW CUTTING EDGE ON BUCKET ON ID 3561			
LOUIS SMITH WELDING			
Invoice #:	150941	P.O. #:	176210
			343749
			75.00
MATERIALS TO FABRICATE CUTTING EDGE			
612500	UNIFORMS		151.02
CINTAS CORP #240			
Invoice #:	150944	P.O. #:	176188
			343752
			23.76
RENTAL, SHOP TOWELS ITEM 2160			

CINTAS CORP #240			
Invoice #:	150944	P.O. #:	176188
			343752
			21.50
RENTAL, UNIFORMS 5 EMPLOYEES 3 WEEKS EACH			
CINTAS CORP #240			
Invoice #:	150944	P.O. #:	176188
			343752
			5.08
RENTAL, UNIFORMS, 1 EMPLOYEE 3 WEEKS			
CINTAS CORP #240			
Invoice #:	150945	P.O. #:	176188
			343753
			23.76
RENTAL, SHOP TOWELS ITEM 2160			
CINTAS CORP #240			
Invoice #:	150945	P.O. #:	176188
			343753
			21.50
RENTAL, UNIFORMS 5 EMPLOYEES 3 WEEKS EACH			
CINTAS CORP #240			
Invoice #:	150945	P.O. #:	176188
			343753
			5.08
RENTAL, UNIFORMS, 1 EMPLOYEE 3 WEEKS			
CINTAS CORP #240			
Invoice #:	150946	P.O. #:	176188
			343754
			23.76
RENTAL, SHOP TOWELS ITEM 2160			
CINTAS CORP #240			
Invoice #:	150946	P.O. #:	176188
			343754
			21.50
RENTAL, UNIFORMS 5 EMPLOYEES 3 WEEKS EACH			
CINTAS CORP #240			
Invoice #:	150946	P.O. #:	176188
			343754
			5.08
RENTAL, UNIFORMS, 1 EMPLOYEE 3 WEEKS			
626001	TELEPHONE		20.38
TEC OF JACKSON INC			
Invoice #:	151351	P.O. #:	MANUAL
			344161
			20.38
627900	MISC SERVICES AND CHARGES		54.10
RAMONA ERVIN			
Invoice #:	150769	P.O. #:	176272
			343577
			21.25
MAINTENANCE GARAGE: REPAIR PARTS, TOOL, SAFETY GEAR, TRAINING TEST			
CINTAS CORP #240			
Invoice #:	150944	P.O. #:	176188
			343752
			10.95
SERVICE CHARGE (FOR ALL CITY ACCOUNTS)			

CINTAS CORP #240			
Invoice #: 150945	P.O. #: 176188	343753	10.95

SERVICE CHARGE (FOR ALL CITY ACCOUNTS)

CINTAS CORP #240			
Invoice #: 150946	P.O. #: 176188	343754	10.95

SERVICE CHARGE (FOR ALL CITY ACCOUNTS)

629305 INSURANCE PREMIUMS - PROPER' 2,321.00

CITY OF GULFPORT			
Invoice #: 151248	P.O. #: MANUAL	344058	2,321.00

629310 INSURANCE PREMIUMS - GEN LIA 691.00

CITY OF GULFPORT			
Invoice #: 150730	P.O. #: MANUAL	343534	691.00

345 Capital Projects 54,324.00

621100 ENGINEERING FEES 1,147.33

02405 DEDEAUX ROAD WIDENING PHASE 2 - ENG 1,147.33

MS ENGINEERING GROUP INC			
Invoice #: 150510	P.O. #: 158428	343314	1,147.33

AS PER SUPPLEMENTAL AGREEMENT #1, COUNCIL APPROVED 10-16-12 - ADD NTE AMOUNT OF \$91,914.00 PRELIMINARY DESIGN ENGR. SERVICES FOR DEDEAUX RD TO SR605, PROJECT #STPD-9370-00-(004) / FMS 10866-81100

640100 CAPITAL PROJECTS 53,176.67

02341 SEAWAY ROAD WIDENING TEA 21 2,450.00

BROWN MITCHELL & ALEXANDER			
Invoice #: 150922	P.O. #: 161622	343731	2,450.00

AMENDS CONTRACT TO SUCH TIME THAT THE PROJECT IS SUCCESSFULLY COMPLETED TO THE SATISFACTION OF THE LAP (CITY OF GULFPORT) AS PER CITY COUNCIL APPROVAL 04-08-2014

02410 ORANGE GROVE COMM CENTER 565.00

ALL SIGNS INC			
Invoice #: 151043	P.O. #: 175793	343852	565.00

48 X 96 1/4 INCH ALUMINITE SIGN FOR ORANGE GROVE CENTER DBL SIDED

02476 FIRE STATION 10 CONCRETE RESTORATIO 1,671.89

BARNES HEATING & AIR INC**Invoice #:** 151019**P.O. #:** 176062

343828

1,671.89

FUJITSU 15K BUT 21.5 SEER HEAT PUMPS FOR FIRE STATION 10 HOSE/SMALL EQUIPMENT
STORAGE ROOM; FIREFIGHTER WILL FURNISH LABOR TO INSTALL**02477****FIRE STATION 3 ASPHALT UPGRADE****6,553.36****GIBSON MAINTENANCE, LLC****Invoice #:** 150557**P.O. #:** 176086

343361

576.00

LABOR HOURS TO SAW CUT 60 LF OF CONCRETE AT STATION 6 AS PER UNIT PRICE
CONTRACT**GIBSON MAINTENANCE, LLC****Invoice #:** 150557**P.O. #:** 176086

343361

150.00

JACK HAMMER RENTAL

GIBSON MAINTENANCE, LLC**Invoice #:** 150557**P.O. #:** 176086

343361

1,080.00

1.01A DEMO AND REMOVE CONCRETE

GIBSON MAINTENANCE, LLC**Invoice #:** 150557**P.O. #:** 176086

343361

390.00

1.02A & 1.02B; EXCAVATION OF EXISTING MATERIALS AND INSTALLING FILL

GIBSON MAINTENANCE, LLC**Invoice #:** 150557**P.O. #:** 176086

343361

450.00

1.02D; POUR, PLACE AND FINISH CONCRETE

GIBSON MAINTENANCE, LLC**Invoice #:** 150557**P.O. #:** 176086

343361

288.00

REBAR

84 LUMBER CO**Invoice #:** 150723**P.O. #:** 176109

343530

123.11

2082004 2X8X20 KD SYP#2 FIRE STATION 3 TRAINING PAD AREA

84 LUMBER CO**Invoice #:** 150723**P.O. #:** 176109

343530

106.71

4748200 .006X20X100 POLY BLACK

84 LUMBER CO**Invoice #:** 150723**P.O. #:** 176109

343530

90.97

8021465 OX 14" PRO UNV DIAM BLD

HD SUPPLY WATERWORKS, LTD.**Invoice #:** 150909**P.O. #:** 176096

343718

175.76

#43542060D - #4 GR60, 1/2" X 20' DOMESTIC REBAR

HD SUPPLY WATERWORKS, LTD.**Invoice #:** 150909**P.O. #:** 176096

343718

11.40

#431SD1218 - 1/2 X 18' SMOOTH DOWEL

HD SUPPLY WATERWORKS, LTD.			
Invoice #:	150909	P.O. #:	176096
		343718	16.88
#160PFF50 - 1/2 X 4 X 50 - POLYFOAM SMOOTH DOWEL			
HD SUPPLY WATERWORKS, LTD.			
Invoice #:	150909	P.O. #:	176096
		343718	49.25
#438432297 - 30 OZ Limestone ICLS SEALANT SIKA			
HD SUPPLY WATERWORKS, LTD.			
Invoice #:	150909	P.O. #:	176096
		343718	5.33
#43542060D - #4 GR60; 1/2" X 20' DOMESTIC REBAR			
HD SUPPLY WATERWORKS, LTD.			
Invoice #:	150909	P.O. #:	176096
		343718	23.95
#431SD3418 - 3/4" X 18" SMOOTH DOWEL			
BAYOU CONCRETE, LLC			
Invoice #:	150910	P.O. #:	176087
		343719	886.50
4000PSI CONCRETE FOR STATION 6 REPAIR			
BAYOU CONCRETE, LLC			
Invoice #:	150910	P.O. #:	176087
		343719	40.00
11128123 FIBER			
BAYOU CONCRETE, LLC			
Invoice #:	150910	P.O. #:	176087
		343719	5.00
11128124 FIBER			
BAYOU CONCRETE, LLC			
Invoice #:	150919	P.O. #:	174700
		343728	1,872.00
YARDS OF 3,000 PSI CONCRETE FOR FIRE STATION 3 TRAINING PAD			
LAND SHAPER INC			
Invoice #:	151315	P.O. #:	176075
		344125	212.50
CLAY AND SAND MIX, 70% CLAY / 30% SAND TERM CONTRACT GROUP C, FOR FIRE STATION 3 TRAINING PAD			
02503			41,936.42
GT DEVELOPMENT & CONTRACTING LLC			
Invoice #:	150873	P.O. #:	172237
		343682	41,936.42
LOWEST AND BEST BID AS SUBMITTED ON 09-26-2013; CITY COUNCIL APPROVED 10-08-2013 FOR 450 CALENDAR DAYS FOR 3-RIVERS RD WIDENING PHASE 2			
351	Capital Projects		920.00
640100	CAPITAL PROJECTS		920.00
04011	EPA STORM WATER PHASE II - 2011		920.00
RAYCOM MEDIA CORP			
Invoice #:	151427	P.O. #:	MANUAL
		344238	920.00

357	Funds		90,668.77
621100	ENGINEERING FEES		53,258.75
02787			50,113.75
GARNER RUSSELL & ASSOC			
Invoice #:	150508	P.O. #: 166470	343312 48,557.50
ENGINEERING SERVICES-PHASE 7. SERVICE TO INCLUDE BUT NOT LIMITED TO DEVELOPMENT OF CONSTRUCTION PLANS AND TECHNICAL SPECIFICATIONS, MDOT PERMIT COORDINATION, COORDINATION WITH CITY'S CONTRACTOR AND PREPARATION			
GARNER RUSSELL & ASSOC			
Invoice #:	151299	P.O. #: 166470	344109 1,556.25
ENGINEERING SERVICES-PHASE 7. SERVICE TO INCLUDE BUT NOT LIMITED TO DEVELOPMENT OF CONSTRUCTION PLANS AND TECHNICAL SPECIFICATIONS, MDOT PERMIT COORDINATION, COORDINATION WITH CITY'S CONTRACTOR AND PREPARATION			
02788			3,145.00
KNESAL ENGINEERING SERVICES INC			
Invoice #:	150902	P.O. #: 166744	343711 3,145.00
ENGINEERING SERVICES - PHSE 8. SERVICES TO INCLUDE DEVELOPMENT OF CONSTRUCTION PLANS & TECHNICAL SPECIFICATIONS, MDOT PERMIT COORDINATION, CONSTRUCTION ADMINISTRATION, AND RPR AS APPROVED BY CITY COUNCIL ON 01-			
640100	CAPITAL PROJECTS		15,463.27
02503			15,463.27
BROWN MITCHELL & ALEXANDER			
Invoice #:	150976	P.O. #: 176257	343781 15,463.27
PAY APPLICATION #6 FOR CE&I - MDOT PROJECT NO. STP-0200-00 (018) LPA/105169-701000, PHASE II. CITY COUNCIL APPROVED 01-03-2012			
640600	CONSTRUCTION		21,946.75
02785			21,946.75
GT DEVELOPMENT & CONTRACTING LLC			
Invoice #:	150912	P.O. #: 175443	343721 331.25
ITEM 1.06 - LIMESTONE BASE COURSE			
GT DEVELOPMENT & CONTRACTING LLC			
Invoice #:	150912	P.O. #: 175443	343721 1,246.00
1.08B - PIPE REMOVAL; 13"-24"			
GT DEVELOPMENT & CONTRACTING LLC			
Invoice #:	150912	P.O. #: 175443	343721 804.00
4.01W - 11" X 18" REINFORCED CONCRETE ARCH PIPE (0"-6")			
GT DEVELOPMENT & CONTRACTING LLC			
Invoice #:	150912	P.O. #: 175443	343721 4,576.00
ITEM 4.01C - 15" REINFORCED CONCRETE PIPE (0"-6")			

GT DEVELOPMENT & CONTRACTING LLC**Invoice #:** 150912**P.O. #:** 175443

343721

250.00

ITEM 4.01ZZ - INSTALL OWNER FURNISHED 15" RCP FLARED END SECTIONS

GT DEVELOPMENT & CONTRACTING LLC**Invoice #:** 150912**P.O. #:** 175443

343721

1,800.00

ITEM 5.01A - STRUCTURAL CONCRETE (POURED IN PLACE)

GT DEVELOPMENT & CONTRACTING LLC**Invoice #:** 150912**P.O. #:** 175443

343721

30.00

ITEM 7.01 - SEEDING

GT DEVELOPMENT & CONTRACTING LLC**Invoice #:** 150912**P.O. #:** 175443

343721

40.00

ITEM 7.01 - SILT FENCE

GT DEVELOPMENT & CONTRACTING LLC**Invoice #:** 150912**P.O. #:** 175443

343721

315.00

ITEM 8.01A - PAVEMENT REMOVAL (ALL TYPES)

GT DEVELOPMENT & CONTRACTING LLC**Invoice #:** 150912**P.O. #:** 175443

343721

2,794.50

ITEM 8.02B - ASPHALT PAVEMENT

GT DEVELOPMENT & CONTRACTING LLC**Invoice #:** 150912**P.O. #:** 175443

343721

760.00

ITEM 8.06A - SAWCUT PAVEMENT

GT DEVELOPMENT & CONTRACTING LLC**Invoice #:** 150912**P.O. #:** 175443

343721

9,000.00

ITEM 9.07D - STANDARD STORMAREA INLET

411 Leisure Services**152,097.84****601300 CITY BENEFITS****6.00****MISSISSIPPI SELECT HEALTH CARE LLC****Invoice #:** 151317**P.O. #:** 176470

344127

6.00

FLEXIBLE SPENDING ACCOUNT SERVICE FEE INVOICE# 2797 FOR THE MONTH OF JULY

602500 LIFE INSURANCE**323.00****LIFE INSURANCE COMPANY OF N.A. - CIGNA****Invoice #:** 151321**P.O. #:** 176469

344131

323.00

JULY 2014 LIFE INSURANCE PREMIUM/POLICY #FLX#963247 &
OK964940**602700 WORKERS COMP****7,082.00**

CITY OF GULFPORT

Invoice #: 151237

P.O. #: MANUAL

344047

7,082.00

610100 CLEANING AND JANITORIAL**2,005.75**

BONDS SERVICES, INC

Invoice #: 150647

P.O. #: 176296

343453

165.75

JANITORIAL SERVICES FOR JUNE FOR HARDY BUILDING-JOSEPH T JONES BLDG-FITNESS
CENTER-CITY HALL-RECORDS-MUNICIPAL COURT-PUBLIC WORKS

SMITHS CLEANING SERVICE

Invoice #: 150745

P.O. #: 176249

343553

390.00

MAN HOURS FOR JANITORIAL SERVICE DURING WORLD SERIES JULY 1-6 AT SPORTSPLEX

BONDS SERVICES, INC

Invoice #: 150750

P.O. #: 176079

343558

1,450.00

STRIP AND WAX FLOORS AT ORANGE GROVE CENTER 5 COATS OF SEALER/ WAX

610700 OPERATING SUPPLIES**5,024.52**

ALL SIGNS INC

Invoice #: 150741

P.O. #: 176321

343549

400.00

24X36 CHLOROPLAST SIGNS NO FIREWORKS ALLOWED IN THE PARK FOR JONES PARK

AGRO DISTRIBUTION LLC

Invoice #: 150742

P.O. #: 176168

343550

2,159.99

MONUMENT HERBICIDE FOR SPORTSPLEX MAINTENANCE DEPT

AGRO DISTRIBUTION LLC

Invoice #: 150742

P.O. #: 176168

343550

301.39

MSMA FUNGICIDE

AGRO DISTRIBUTION LLC

Invoice #: 150742

P.O. #: 176168

343550

95.44

4-D FERTILIZER

AGRO DISTRIBUTION LLC

Invoice #: 150742

P.O. #: 176168

343550

65.30

DESTINY HERBICIDE

AGRO DISTRIBUTION LLC

Invoice #: 150742

P.O. #: 176168

343550

723.34

DRIVE XLR8 HERBICIDE

AGRO DISTRIBUTION LLC

Invoice #: 150742

P.O. #: 176168

343550

979.54

TRIPLE CROWN PESTICIDE

CINTAS CORPORATION NO 2

Invoice #: 150758

P.O. #: 175920

343566

199.00

4 SHELF FIRST AID KIT FOR JONES BLDG CONTAINS SEE ATTACHED LIST FOR CONTENTS

CINTAS CORPORATION NO 2

Invoice #: 150758

P.O. #: 175920

343566

5.54

SERVICE CHARGE

LOWES OF GULFPORT MS 466

Invoice #: 150829

P.O. #: 176055

343605

94.98

563708 MISSION ENDURACOOOL MULTI COOL TOWEL FOR PARKS, BEAUTIFICATION, GOLF COURSE, SPORTSPLEX MAINTENANCE

611000 BLDG MATERIALS AND SUPPLIES**2,146.50**

HOWARDS PAINT & DECORATING

Invoice #: 150689

P.O. #: 176157

343495

275.34

895.1 BARRICADE PLIOLITE WATERPROOF FOR REPAIR AT WESTSIDE CENTER STUCCO

HOWARDS PAINT & DECORATING

Invoice #: 150689

P.O. #: 176157

343495

407.97

1430.5 RICH FLEX MASONARY TEXTURE COARSE

HOWARDS PAINT & DECORATING

Invoice #: 150689

P.O. #: 176157

343495

333.19

251.5 100% ELASTOMETRIC WATERPROOF TINT COLOR MATCH EXISTING COLOR

ALL SIGNS INC

Invoice #: 151042

P.O. #: 175627

343851

565.00

GASTON POINT PARK SIGN -48 X 96 INCH BLUE 1/4 INCH THICK ALUMILITE WITH WHITE CUT VINYL HP AND SCREEN PRINTED CITY SEAL WITH WHITE EDGE CAP DOUBLE SIDED SIGN

ALL SIGNS INC

Invoice #: 151042

P.O. #: 175627

343851

565.00

19TH STREET PARK SIGN

611300 MOTOR VEHICLE REPAIRS**10.70**

RAMONA ERVIN

Invoice #: 150769

P.O. #: 176272

343577

10.70

LEISURE SERVICES: REPAIR PART FROM NON VENDOR

612200 REPAIRS AND MAINTENANCE**4,273.05**

MAYER ELECTRIC SUPPLY

Invoice #: 150733

P.O. #: 175917

343540

72.06

4511241 BULBS FOR PARKING LOT AT GOLDIN PARK

MAYER ELECTRIC SUPPLY

Invoice #: 150734

P.O. #: 175917

343541

121.00

4511241 BULBS FOR PARKING LOT AT GOLDIN PARK

ALL SAFE TECHNOLOGIES LLC

Invoice #: 150744	P.O. #: 176234	343552	242.61
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SERVICE CALL TO CHECK AND REPAIR ALARM AT ORANGE GROVE CENTER DUCT
DETECTOR

DAVID TOWERY

Invoice #: 150748	P.O. #: 175268	343556	240.40
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MAN HOURS TO REPAIR LIGHTS ON POLE AT POOL AND ON SIDE OF BLDG AT FRANCIS X
COLLINS POOL

DAVID TOWERY

Invoice #: 150748	P.O. #: 175268	343556	133.56
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MAN HOURS ASST ELECT

DAVID TOWERY

Invoice #: 150748	P.O. #: 175268	343556	89.04
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BUCKET TRUCK

JERRY PATE TURF & IRRIGATION INC

Invoice #: 151038	P.O. #: 176167	343847	138.61
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DRIVE PUMP HOUSING P/N 108-0374 ID#

DAVE'S SALES & SERVICE INC

Invoice #: 151040	P.O. #: 176171	343849	1,271.77
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PUMP ASSY P/N APS41-GR ID# 25717

HARRIS PLUMBING LLC

Invoice #: 151320	P.O. #: 176129	344130	960.00
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MAN HOURS TO REPAIR LEAK ON 6" PIPE UNDERGROUND AT SPORTSPLEX

HARRIS PLUMBING LLC

Invoice #: 151320	P.O. #: 176129	344130	600.00
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TRACKHOE

HARRIS PLUMBING LLC

Invoice #: 151320	P.O. #: 176129	344130	404.00
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6' BRUTE COUPLINGS

612500 UNIFORMS**440.53**

CINTAS CORP #240

Invoice #: 150847	P.O. #: MANUAL	343607	77.34
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CINTAS CORP #240

Invoice #: 150861	P.O. #: MANUAL	343609	77.34
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CINTAS CORP #240

Invoice #: 150869	P.O. #: MANUAL	343678	62.22
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CINTAS CORP #240 Invoice #: 150870	P.O. #: MANUAL	343679	54.50
CINTAS CORP #240 Invoice #: 150871	P.O. #: MANUAL	343680	17.47
CINTAS CORP #240 Invoice #: 150878	P.O. #: MANUAL	343687	17.47
CINTAS CORP #240 Invoice #: 150879	P.O. #: MANUAL	343688	17.47
CINTAS CORP #240 Invoice #: 150914	P.O. #: MANUAL	343723	54.50
CINTAS CORP #240 Invoice #: 151276	P.O. #: MANUAL	344086	62.22

613100 ATHLETIC PROGRAM SUPPLIES 1,629.75

ALLISTONS Invoice #: 150718	P.O. #: 176393	343525	81.33
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SAMLL -XLARGE TEE SHIRTS FOR MENS/ WOMAND BASKETBALL PROGRAM

ALLISTONS Invoice #: 150718	P.O. #: 176393	343525	35.47
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2X-5X SIZES

ALLISTONS Invoice #: 150718	P.O. #: 176393	343525	58.24
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912PL PLAQUE

ALLISTONS Invoice #: 150718	P.O. #: 176393	343525	24.96
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8121212RT TROPHY

ALLISTONS Invoice #: 150719	P.O. #: 176393	343526	114.17
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SAMLL -XLARGE TEE SHIRTS FOR MENS/ WOMAND BASKETBALL PROGRAM

ALLISTONS Invoice #: 150719	P.O. #: 176393	343526	49.78
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2X-5X SIZES

ALLISTONS			
Invoice #: 150719	P.O. #: 176393	343526	81.76
912PL PLAQUE			

ALLISTONS			
Invoice #: 150719	P.O. #: 176393	343526	35.04
8121212RT TROPHY			

WORLD CLASS ATHLETIC SURFACES INC			
Invoice #: 150747	P.O. #: 176228	343555	1,149.00
6512 WHITE FIELD MARKING PAINT FOR SPORTSPLEX MAINTENANCE DEPT			

613400	RECREATIONAL PROGRAMS SUPP	8,330.40
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INSTITUTE FOR MARINE MAMMAL STUDIES			
Invoice #: 150736	P.O. #: 176255	343543	45.00
ADMISSION FOR SUMMER CAMP COUNSELORS FIELD TRIP			

JOPPA SHRINE TEMPLE			
Invoice #: 150740	P.O. #: 176366	343548	100.00
CLOWNS FOR SUMMER CAMP JAMBOREE			

MGI WHOLESALE			
Invoice #: 150755	P.O. #: 175439	343563	3,472.50
45121 BEADS FOR BASEBALL PARADE IN JULY			

KMART #9520			
Invoice #: 150895	P.O. #: 174881	343704	619.15
ESTIMATE FOR CLEARENCE EASTER ITEMS FOR EGG HUNTS 2015			

S & S WORLDWIDE INC			
Invoice #: 150983	P.O. #: 176136	343792	243.75
RMTAP164 CARNIVAL FACE PAINT FOR SPECIAL EVENTS			

FIRST STUDENT			
Invoice #: 151249	P.O. #: 175846	344059	1,120.00
HOURS BUS TRANSPORTATION FOR SUMMER CAMP ACTIVITIES , FIELD TRIPS ETC.			

FIRST STUDENT			
Invoice #: 151250	P.O. #: 175846	344060	1,330.00
HOURS BUS TRANSPORTATION FOR SUMMER CAMP ACTIVITIES , FIELD TRIPS ETC.			

FIRST STUDENT			
Invoice #: 151251	P.O. #: 175846	344061	1,400.00
HOURS BUS TRANSPORTATION FOR SUMMER CAMP ACTIVITIES , FIELD TRIPS ETC.			

614000	GASOLINE, OIL, GREASE	814.72
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FLEETCOR TECHNOLOGIES

Invoice #: 151231

P.O. #: MANUAL

344041

225.45

FLEETCOR TECHNOLOGIES

Invoice #: 151231

P.O. #: MANUAL

344041

281.89

FLEETCOR TECHNOLOGIES

Invoice #: 151404

P.O. #: MANUAL

344214

270.87

FLEETCOR TECHNOLOGIES

Invoice #: 151404

P.O. #: MANUAL

344214

36.51

620900 CONTRACTUAL FEES**20,321.35**

AUTOMATION PERSONNEL SERVICES, INC.

Invoice #: 150648

P.O. #: 176298

343454

62.52

TEMPORARY WORKERS MARIA HESTER WEEK ENDING 6/22/14 (11.42 HRS) INVOICE #402946

AUTOMATION PERSONNEL SERVICES, INC.

Invoice #: 150649

P.O. #: 176298

343455

7.07

TEMPORARY WORKERS MARIA HESTER WEEK ENDING 6/22/14 (11.42 HRS) INVOICE #402946

AUTOMATION PERSONNEL SERVICES, INC.

Invoice #: 150650

P.O. #: 176298

343456

2.48

TEMPORARY WORKERS MARIA HESTER WEEK ENDING 6/22/14 (11.42 HRS) INVOICE #402946

AUTOMATION PERSONNEL SERVICES, INC.

Invoice #: 150651

P.O. #: 176298

343457

58.93

TEMPORARY WORKERS MARIA HESTER WEEK ENDING 6/22/14 (11.42 HRS) INVOICE #402946

DAVID TOWERY

Invoice #: 150752

P.O. #: 175916

343560

450.00

SERVICE CALL TO REPLACE FOUR LIGHT BULBS AT GOLDING PARK PARKING LOT

TURF MASTER LAWN CARE, INC

Invoice #: 150953

P.O. #: 176169

343762

3,260.00

MOWING OF BOTH CEMETERIES ON 28TH STREET

AUTOMATION PERSONNEL SERVICES, INC.

Invoice #: 150977

P.O. #: 176407

343786

56.21

TEMPORARY WORKER LABORER RICHARD TURNBOUGH OVERTIME FOR WEEK ENDING 6/29/14 INVOICE #404856

AUTOMATION PERSONNEL SERVICES, INC.

Invoice #: 150977

P.O. #: 176407

343786

165.56

HOURS FOR LABORERES -DEPT. LEISURE SERVICES; WEEK ENDING 06-29-14; B.FREDERIC; J.HANDS; A.PARRILLA; C.PETERS; D.VARVEL; P.WILLIAMS

AUTOMATION PERSONNEL SERVICES, INC.			
Invoice #:	150978	P.O. #:	176407
			343787
			68.39
TEMPORARY WORKER LABORER RICHARD TURNBOUGH OVERTIME FOR WEEK ENDING 6/29/14 INVOICE #404856			
AUTOMATION PERSONNEL SERVICES, INC.			
Invoice #:	150978	P.O. #:	176407
			343787
			201.40
HOURS FOR LABORERES -DEPT. LEISURE SERVICES; WEEK ENDING 06-29-14; B.FREDERIC; J.HANDS; A.PARRILLA; C.PETERS; D.VARVEL; P.WILLIAMS			
AUTOMATION PERSONNEL SERVICES, INC.			
Invoice #:	150979	P.O. #:	176407
			343788
			25.03
TEMPORARY WORKER LABORER RICHARD TURNBOUGH OVERTIME FOR WEEK ENDING 6/29/14 INVOICE #404856			
AUTOMATION PERSONNEL SERVICES, INC.			
Invoice #:	150979	P.O. #:	176407
			343788
			73.72
HOURS FOR LABORERES -DEPT. LEISURE SERVICES; WEEK ENDING 06-29-14; B.FREDERIC; J.HANDS; A.PARRILLA; C.PETERS; D.VARVEL; P.WILLIAMS			
PYROFIRE DISPLAYS INC			
Invoice #:	151006	P.O. #:	174375
			343815
			14,750.00
JULY 4TH FIREWORKS DISPLAY AS PER BIDS RECIEVED 03-14-14			
CABLE ONE			
Invoice #:	151197	P.O. #:	MANUAL
			344007
			63.00
HARRISON COUNTY EMERGENCY			
Invoice #:	151236	P.O. #:	MANUAL
			344046
			62.04
MITCHELL SIGNS INC			
Invoice #:	151322	P.O. #:	175804
			344132
			619.15
SERVICE TECH / TRAVEL TIME FOR ESTIMATE FOR MARQUEE SIGN REPAIR SPORTSPLEX			
MITCHELL SIGNS INC			
Invoice #:	151322	P.O. #:	175804
			344132
			395.85
TRUCK FOR TRAVEL AND LIFT TO SIGN			
621700	MAINTENANCE CONTRACTS		
			717.80
ROBERT J YOUNG COMPANY INC			
Invoice #:	151309	P.O. #:	MANUAL
			344119
			311.02
ROBERT J YOUNG COMPANY INC			
Invoice #:	151325	P.O. #:	MANUAL
			344135
			198.78
ROBERT J YOUNG COMPANY INC			
Invoice #:	151349	P.O. #:	MANUAL
			344159
			208.00

621900	MEMBERSHIP DUES AND SUBSCRI	47.25
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SAMS CLUB CORP

Invoice #: 150906	P.O. #: 176322	343715	47.25
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MEMBERSHIP DUES FOR CITYWIDE SAM CARDS

626001	TELEPHONE	335.58
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TEC OF JACKSON INC

Invoice #: 151351	P.O. #: MANUAL	344161	24.96
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CELLULAR SOUTH, INC

Invoice #: 151407	P.O. #: MANUAL	344217	294.13
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41130	GASTON POINT	4.70
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TEC OF JACKSON INC

Invoice #: 151351	P.O. #: MANUAL	344161	4.70
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41139	LYMAN COMMUNITY CENTER	3.57
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TEC OF JACKSON INC

Invoice #: 151351	P.O. #: MANUAL	344161	3.57
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41140	ORANGE GROVE COMMUNITY CENTER	3.09
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TEC OF JACKSON INC

Invoice #: 151351	P.O. #: MANUAL	344161	3.09
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41142	HANDBORO COMMUNITY CENTER	5.13
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TEC OF JACKSON INC

Invoice #: 151351	P.O. #: MANUAL	344161	5.13
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626002	ELECTRIC	14,962.72
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MS POWER COMPANY

Invoice #: 151335	P.O. #: MANUAL	344145	1,981.81
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MS POWER COMPANY

Invoice #: 151380	P.O. #: MANUAL	344190	1,054.83
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MS POWER COMPANY			
Invoice #: 151382	P.O. #: MANUAL	344192	725.35
MS POWER COMPANY			
Invoice #: 151399	P.O. #: MANUAL	344209	3,124.13
MS POWER COMPANY			
Invoice #: 151405	P.O. #: MANUAL	344215	491.09
41130	GASTON POINT		2,917.76
MS POWER COMPANY			
Invoice #: 151335	P.O. #: MANUAL	344145	337.93
MS POWER COMPANY			
Invoice #: 151382	P.O. #: MANUAL	344192	2,579.83
41131	19TH ST COMMUNITY CENTER		557.49
MS POWER COMPANY			
Invoice #: 151382	P.O. #: MANUAL	344192	557.49
41134	GASTON HEWES		1,390.56
MS POWER COMPANY			
Invoice #: 151335	P.O. #: MANUAL	344145	1,390.56
41135	GRASSLAWN		430.07
MS POWER COMPANY			
Invoice #: 151405	P.O. #: MANUAL	344215	430.07
41142	HANDBORO COMMUNITY CENTER		1,230.63
MS POWER COMPANY			
Invoice #: 151399	P.O. #: MANUAL	344209	1,230.63
41144	FITNESS CENTER		1,059.00
MS POWER COMPANY			
Invoice #: 151399	P.O. #: MANUAL	344209	1,059.00

626003 WATER 8,492.10

CITY OF GULFPORT

Invoice #: 151370 P.O. #: MANUAL 344180 6,601.21

CITY OF GULFPORT

Invoice #: 151406 P.O. #: MANUAL 344216 859.93

41130 GASTON POINT 241.56

CITY OF GULFPORT

Invoice #: 151370 P.O. #: MANUAL 344180 241.56

41131 19TH ST COMMUNITY CENTER 106.40

CITY OF GULFPORT

Invoice #: 151370 P.O. #: MANUAL 344180 106.40

41134 GASTON HEWES 91.65

CITY OF GULFPORT

Invoice #: 151406 P.O. #: MANUAL 344216 91.65

41135 GRASSLAWN 316.63

CITY OF GULFPORT

Invoice #: 151406 P.O. #: MANUAL 344216 316.63

41140 ORANGE GROVE COMMUNITY CENTER 139.56

CITY OF GULFPORT

Invoice #: 151370 P.O. #: MANUAL 344180 139.56

41143 WESTSIDE COMMUNITY CENTER 135.16

CITY OF GULFPORT

Invoice #: 151406 P.O. #: MANUAL 344216 135.16

626004 GAS 113.93

CENTERPOINT ENERGY RESOURCES CORP

Invoice #: 151354 P.O. #: MANUAL 344164 30.78

41130 GASTON POINT 45.39

CENTERPOINT ENERGY RESOURCES CORP

Invoice #: 151426

P.O. #: MANUAL

344237

45.39

41134

GASTON HEWES

22.09

CENTERPOINT ENERGY RESOURCES CORP

Invoice #: 151354

P.O. #: MANUAL

344164

22.09

41135

GRASSLAWN

15.67

CENTERPOINT ENERGY RESOURCES CORP

Invoice #: 151354

P.O. #: MANUAL

344164

15.67

626700 RENTAL

3,984.19

COASTAL DUST CONTROL

Invoice #: 150804

P.O. #: MANUAL

343604

35.12

COASTAL DUST CONTROL

Invoice #: 150863

P.O. #: MANUAL

343672

87.14

COASTAL DUST CONTROL

Invoice #: 150877

P.O. #: MANUAL

343686

37.90

COASTAL DUST CONTROL

Invoice #: 150890

P.O. #: MANUAL

343699

6.18

COASTAL DUST CONTROL

Invoice #: 150893

P.O. #: MANUAL

343702

31.93

COASTAL DUST CONTROL

Invoice #: 150894

P.O. #: MANUAL

343703

31.93

COASTAL DUST CONTROL

Invoice #: 150898

P.O. #: MANUAL

343707

45.42

COASTAL DUST CONTROL

Invoice #: 151238

P.O. #: MANUAL

344048

36.05

COASTAL DUST CONTROL			
Invoice #: 151239	P.O. #: MANUAL	344049	36.05
ADVANCED DISPOSAL SERVICES GULF COAST LLC			
Invoice #: 151263	P.O. #: MANUAL	344073	485.90
COASTAL DUST CONTROL			
Invoice #: 151268	P.O. #: MANUAL	344078	35.12
COASTAL DUST CONTROL			
Invoice #: 151279	P.O. #: MANUAL	344089	76.84
COASTAL DUST CONTROL			
Invoice #: 151286	P.O. #: MANUAL	344096	141.68
COASTAL DUST CONTROL			
Invoice #: 151287	P.O. #: MANUAL	344097	31.93
COASTAL DUST CONTROL			
Invoice #: 151288	P.O. #: MANUAL	344098	141.68
DELTA SANITATION OF MS LLC			
Invoice #: 151290	P.O. #: MANUAL	344100	387.96
DELTA SANITATION OF MS LLC			
Invoice #: 151292	P.O. #: MANUAL	344102	290.00
DELTA SANITATION OF MS LLC			
Invoice #: 151331	P.O. #: MANUAL	344141	193.98
DELTA SANITATION OF MS LLC			
Invoice #: 151352	P.O. #: MANUAL	344162	193.98
DELTA SANITATION OF MS LLC			
Invoice #: 151353	P.O. #: MANUAL	344163	193.98
DELTA SANITATION OF MS LLC			
Invoice #: 151369	P.O. #: MANUAL	344179	193.98

DELTA SANITATION OF MS LLC			
Invoice #:	151387	P.O. #:	MANUAL
		344197	193.98
DELTA SANITATION OF MS LLC			
Invoice #:	151388	P.O. #:	MANUAL
		344198	220.00
DELTA SANITATION OF MS LLC			
Invoice #:	151389	P.O. #:	MANUAL
		344199	193.98
DELTA SANITATION OF MS LLC			
Invoice #:	151391	P.O. #:	MANUAL
		344201	193.98
DELTA SANITATION OF MS LLC			
Invoice #:	151393	P.O. #:	MANUAL
		344203	295.00
AIRGAS SOUTH INC			
Invoice #:	151424	P.O. #:	MANUAL
		344235	172.50
629305	INSURANCE PREMIUMS - PROPER		66,641.00
CITY OF GULFPORT			
Invoice #:	151248	P.O. #:	MANUAL
		344058	66,641.00
629310	INSURANCE PREMIUMS - GEN LIA		4,395.00
CITY OF GULFPORT			
Invoice #:	150730	P.O. #:	MANUAL
		343534	4,395.00
415	Building Maintenance		814.70
602500	LIFE INSURANCE		9.50
LIFE INSURANCE COMPANY OF N.A. - CIGNA			
Invoice #:	151321	P.O. #:	176469
		344131	9.50
JULY 2014 LIFE INSURANCE PREMIUM/POLICY #FLX#963247 & OK964940			
602700	WORKERS COMP		102.00

CITY OF GULFPORT

Invoice #: 151237

P.O. #: MANUAL

344047

102.00

610700 OPERATING SUPPLIES 360.00

GIBSON MAINTENANCE, LLC

Invoice #: 150556

P.O. #: 176150

343360

360.00

MAN HOURS TO INSTALL POST FOR SIGN AT COURTHOUSE ROAD BLDG COUNCIL
APPROVAL 6/5/2013

611000 BLDG MATERIALS AND SUPPLIES 36.11

LOWES OF GULFPORT MS 466

Invoice #: 150928

P.O. #: 174063

343737

36.11

OPEN P/O FOR SUPPLIES AS NEEDED FOR CENTERS AND BUILDINGS NUTS, BOLTS, SCREWS.
ELECTRICAL ITEMS, PIPE, ETC

614000 GASOLINE, OIL, GREASE 156.09

FLEETCOR TECHNOLOGIES

Invoice #: 151231

P.O. #: MANUAL

344041

64.61

FLEETCOR TECHNOLOGIES

Invoice #: 151404

P.O. #: MANUAL

344214

91.48

629305 INSURANCE PREMIUMS - PROPER 51.00

CITY OF GULFPORT

Invoice #: 151248

P.O. #: MANUAL

344058

51.00

629310 INSURANCE PREMIUMS - GEN LIA 100.00

CITY OF GULFPORT

Invoice #: 150730

P.O. #: MANUAL

343534

100.00

425 Senior Citizens 3,366.60**602500 LIFE INSURANCE 19.00**

LIFE INSURANCE COMPANY OF N.A. - CIGNA

Invoice #: 151321

P.O. #: 176469

344131

19.00

JULY 2014 LIFE INSURANCE PREMIUM/POLICY #FLX#963247 &
OK964940

602700 WORKERS COMP 220.00

CITY OF GULFPORT

Invoice #: 151237

P.O. #: MANUAL

344047

220.00

613400 RECREATIONAL PROGRAMS SUPP 160.00

E JOAN WUEHLER

Invoice #: 150735

P.O. #: 176320

343542

160.00

INSTRUCTOR FEES FOR ARTS AND CRAFT CLASSES FOUR HOURS ECH DAY 6/24-6/25-7/1-7/2

614000 GASOLINE, OIL, GREASE 167.77

FLEETCOR TECHNOLOGIES

Invoice #: 151231

P.O. #: MANUAL

344041

167.77

626001 TELEPHONE 5.44

TEC OF JACKSON INC

Invoice #: 151351

P.O. #: MANUAL

344161

5.44

626003 WATER 154.46

CITY OF GULFPORT

Invoice #: 151370

P.O. #: MANUAL

344180

154.46

626700 RENTAL 227.93

COASTAL DUST CONTROL

Invoice #: 150892

P.O. #: MANUAL

343701

33.95

DELTA SANITATION OF MS LLC

Invoice #: 151291

P.O. #: MANUAL

344101

193.98

629305 INSURANCE PREMIUMS - PROPER' 2,301.00

CITY OF GULFPORT

Invoice #: 151248

P.O. #: MANUAL

344058

2,301.00

629310 INSURANCE PREMIUMS - GEN LIA 111.00

CITY OF GULFPORT

Invoice #: 150730 P.O. #: MANUAL 343534 111.00

430 Funds 16,397.92

602500 LIFE INSURANCE 133.00

LIFE INSURANCE COMPANY OF N.A. - CIGNA

Invoice #: 151321 P.O. #: 176469 344131 133.00

JULY 2014 LIFE INSURANCE PREMIUM/POLICY #FLX#963247 &
OK964940

602700 WORKERS COMP 2,068.00

CITY OF GULFPORT

Invoice #: 151237 P.O. #: MANUAL 344047 2,068.00

610100 CLEANING AND JANITORIAL 826.48

DIBS CHEMICAL & SUPPLY CO

Invoice #: 150691 P.O. #: 176283 343497 50.00

104312-IDP 4.5OZ CUPS FOR TRUCK CREW WATER COOLERS

STATE INDUSTRIAL PRODUCTS INC

Invoice #: 150753 P.O. #: 176240 343561 510.48

121423 EX HAND WIPES FOR BEAUTIFICATION DEPT

STATE INDUSTRIAL PRODUCTS INC

Invoice #: 150753 P.O. #: 176240 343561 216.00

121710 KNOCKOUT GRAFFETTI REMOVER

DIBS CHEMICAL & SUPPLY CO

Invoice #: 151323 P.O. #: 176283 344133 50.00

104312-IDP 4.5OZ CUPS FOR TRUCK CREW WATER COOLERS

610600 LANDSCAPE SUPPLIES 7,450.29

KEELING CO

Invoice #: 150743 P.O. #: 176068 343551 1,049.62

41241 33-0-0 FERTILIZER FOR JONES PARK

NEW PIG CORP

Invoice #: 150746 P.O. #: 176278 343554 976.41

WIP231 WIPES FOR BEAUTIFICATION DEPT

LOWES OF GULFPORT MS 466			
Invoice #:	150829	P.O. #:	176055
			343605
			265.55
563708 MISSION ENDURACOOOL MULTI COOL TOWEL FOR PARKS, BEAUTIFICATION, GOLF COURSE, SPORTSPLEX MAINTENANCE			
LOWES OF GULFPORT MS 466			
Invoice #:	150899	P.O. #:	176285
			343708
			8.53
OPEN P/O FOR BEAUTIFICATION DEPT CAUTION TAPE, WORK GLOVES, PRUNERS, MARKING FLAGS, HARDWARE ETC			
PENICK FOREST PRODUCTS INC			
Invoice #:	151041	P.O. #:	176080
			343850
			2,640.00
DURA CYPRESS MULCH FOR BEAUTIFICATION DEPT			
PENICK FOREST PRODUCTS INC			
Invoice #:	151041	P.O. #:	176080
			343850
			131.50
FUEL SURCHARGE			
LOWES OF GULFPORT MS 466			
Invoice #:	151278	P.O. #:	176285
			344088
			76.18
OPEN P/O FOR BEAUTIFICATION DEPT CAUTION TAPE, WORK GLOVES, PRUNERS, MARKING FLAGS, HARDWARE ETC			
GOMEZ PINE STRAW LLC			
Invoice #:	151318	P.O. #:	176404
			344128
			1,200.00
SQUARE BALES PINE STRAW FOR JONES PARK			
JERRYS LAWNMOWER SALES & SVC INC			
Invoice #:	151324	P.O. #:	176284
			344134
			360.00
91-626 SCAG MOWER BLADES FOR BEAUTIFICATION DEPT			
JERRYS LAWNMOWER SALES & SVC INC			
Invoice #:	151324	P.O. #:	176284
			344134
			718.80
STIHL BUMP HEADS FOR WEED EATERS			
JERRYS LAWNMOWER SALES & SVC INC			
Invoice #:	151324	P.O. #:	176284
			344134
			23.70
BKR-54 N6K SPARK PLUGS			
610700	OPERATING SUPPLIES		
			384.78
GULF COAST SMALL ENGINE REPAIR			
Invoice #:	150739	P.O. #:	176276
			343547
			23.00
AIR FILTER			
GULF COAST SMALL ENGINE REPAIR			
Invoice #:	150739	P.O. #:	176276
			343547
			16.95
OIL FILTER			
GULF COAST SMALL ENGINE REPAIR			
Invoice #:	150739	P.O. #:	176276
			343547
			14.00
DUST INJECTOR VALVE			

GULF COAST SMALL ENGINE REPAIR			
Invoice #:	150739	P.O. #:	176276
		343547	29.00
SWITCH			
GULF COAST SMALL ENGINE REPAIR			
Invoice #:	150739	P.O. #:	176276
		343547	40.00
PTO SWITCH			
BLUETARP FINANCIAL INC.			
Invoice #:	150795	P.O. #:	174940
		343603	19.87
40244 TIE DOWN STRAPS			
BLUETARP FINANCIAL INC.			
Invoice #:	150795	P.O. #:	174940
		343603	71.97
168070 SHOP VAC 10 GAL 4 HP			
BLUETARP FINANCIAL INC.			
Invoice #:	150795	P.O. #:	174940
		343603	169.99
168049 SHOP VAC 16 GALLON			
612500	UNIFORMS		215.24
CINTAS CORP #240			
Invoice #:	150865	P.O. #:	MANUAL
		343674	107.62
CINTAS CORP #240			
Invoice #:	150915	P.O. #:	MANUAL
		343724	107.62
614000	GASOLINE, OIL, GREASE		1,490.09
GULF COAST SMALL ENGINE REPAIR			
Invoice #:	150739	P.O. #:	176276
		343547	35.00
DIESEL MOTOR OIL FOR EXMARK MOWER BEAUTIFICATION DEPT			
GULF COAST SMALL ENGINE REPAIR			
Invoice #:	150739	P.O. #:	176276
		343547	8.00
HYDRAULIC OIL			
FLEETCOR TECHNOLOGIES			
Invoice #:	151231	P.O. #:	MANUAL
		344041	725.51
FLEETCOR TECHNOLOGIES			
Invoice #:	151404	P.O. #:	MANUAL
		344214	721.58
620900	CONTRACTUAL FEES		920.68

GULF COAST SMALL ENGINE REPAIR

Invoice #: 150739	P.O. #: 176276	343547	180.00
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LABOR TO SERVICE 3 MOWERS TIGHTEN HOSES, REPAIR WIRING, TUNE UP

SUNBELT RENTALS INC

Invoice #: 150754	P.O. #: 176214	343562	729.00
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RENTAL OF 40' STR MANLIFT TO TRIM PALMS IN JONES PARK ONE WEEK RENTAL

SUNBELT RENTALS INC

Invoice #: 150754	P.O. #: 176214	343562	6.51
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ENVIRONMENTAL FEE

HARRISON COUNTY EMERGENCY

Invoice #: 151236	P.O. #: MANUAL	344046	5.17
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626001 TELEPHONE 308.35

CELLULAR SOUTH, INC

Invoice #: 151407	P.O. #: MANUAL	344217	308.35
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626002 ELECTRIC 736.70

MS POWER COMPANY

Invoice #: 151405	P.O. #: MANUAL	344215	736.70
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626003 WATER 154.31

CITY OF GULFPORT

Invoice #: 151406	P.O. #: MANUAL	344216	154.31
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629305 INSURANCE PREMIUMS - PROPER 387.00

CITY OF GULFPORT

Invoice #: 151248	P.O. #: MANUAL	344058	387.00
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629310 INSURANCE PREMIUMS - GEN LIA 1,323.00

CITY OF GULFPORT

Invoice #: 150730	P.O. #: MANUAL	343534	1,323.00
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435	Cemetary		2,499.24
602500	LIFE INSURANCE		19.00
	LIFE INSURANCE COMPANY OF N.A. - CIGNA		
Invoice #:	151321	P.O. #: 176469	344131
			19.00
	JULY 2014 LIFE INSURANCE PREMIUM/POLICY #FLX#963247 & OK964940		
602700	WORKERS COMP		306.00
	CITY OF GULFPORT		
Invoice #:	151237	P.O. #: MANUAL	344047
			306.00
612200	REPAIRS AND MAINTENANCE		569.12
	JERRYS LAWNMOWER SALES & SVC INC		
Invoice #:	150757	P.O. #: 175993	343565
			165.12
	REPAIR TO EXMARK MOWER #LK30KC725 CEMETERY DEPT BROKEN STUD IN DECK,BAFFLES, LEFT REAR AXLE, WHHEL MOTOR, PARKING BRAKE, SHARPEN BLADES, AIF FILTERS, SPARK PLUG, ESTIMATED MATERIALS		
	JERRYS LAWNMOWER SALES & SVC INC		
Invoice #:	150757	P.O. #: 175993	343565
			390.00
	LABOR HOURS		
	JERRYS LAWNMOWER SALES & SVC INC		
Invoice #:	150757	P.O. #: 175993	343565
			14.00
	SHOP SUPPLIES		
614000	GASOLINE, OIL, GREASE		244.12
	JERRYS LAWNMOWER SALES & SVC INC		
Invoice #:	150757	P.O. #: 175993	343565
			3.00
	GAS AND OIL		
	FLEETCOR TECHNOLOGIES		
Invoice #:	151231	P.O. #: MANUAL	344041
			184.61
	FLEETCOR TECHNOLOGIES		
Invoice #:	151404	P.O. #: MANUAL	344214
			56.51
620900	CONTRACTUAL FEES		70.00
	CABLE ONE		
Invoice #:	151181	P.O. #: MANUAL	343991
			70.00

626001 TELEPHONE 122.27

TEC OF JACKSON INC

Invoice #: 151351 P.O. #: MANUAL 344161 3.70

CELLULAR SOUTH, INC

Invoice #: 151407 P.O. #: MANUAL 344217 118.57

626003 WATER 139.55

CITY OF GULFPORT

Invoice #: 151406 P.O. #: MANUAL 344216 139.55

626004 GAS 20.93

CENTERPOINT ENERGY RESOURCES CORP

Invoice #: 151354 P.O. #: MANUAL 344164 20.93

626700 RENTAL 312.28

COASTAL DUST CONTROL

Invoice #: 150880 P.O. #: MANUAL 343689 10.30

DELTA SANITATION OF MS LLC

Invoice #: 151392 P.O. #: MANUAL 344202 193.98

AIRGAS SOUTH INC

Invoice #: 151402 P.O. #: MANUAL 344212 45.00

AIRGAS SOUTH INC

Invoice #: 151403 P.O. #: MANUAL 344213 63.00

627900 MISC SERVICES AND CHARGES 131.97

DS WATERS OF AMERICA INC

Invoice #: 151212 P.O. #: MANUAL 344022 131.97

629305 INSURANCE PREMIUMS - PROPER' 309.00

CITY OF GULFPORT

Invoice #: 151248

P.O. #: MANUAL

344058

309.00

629310 INSURANCE PREMIUMS - GEN LIA**255.00**

CITY OF GULFPORT

Invoice #: 150730

P.O. #: MANUAL

343534

255.00

437 Funds**3,701.64****602500 LIFE INSURANCE****19.00**

LIFE INSURANCE COMPANY OF N.A. - CIGNA

Invoice #: 151321

P.O. #: 176469

344131

19.00

JULY 2014 LIFE INSURANCE PREMIUM/POLICY #FLX#963247 &
OK964940**602700 WORKERS COMP****815.00**

CITY OF GULFPORT

Invoice #: 151237

P.O. #: MANUAL

344047

815.00

610700 OPERATING SUPPLIES**174.55**

MAXIMUM AUTO PARTS & SUPPLY INC

Invoice #: 150507

P.O. #: 175103

343311

3.54

BLANKET PO FOR PARTS, HOSE, CLAMPS, OIL, ETC FOR GOLF COURSE

LOWES OF GULFPORT MS 466

Invoice #: 150829

P.O. #: 176055

343605

94.99

563708 MISSION ENDURACOOOL MULTI COOL TOWEL FOR PARKS, BEAUTIFICATION, GOLF
COURSE, SPORTSPLEX MAINTENANCE

LOWES OF GULFPORT MS 466

Invoice #: 150903

P.O. #: 172261

343712

38.04

OPEN P/O FOR GOLF COURSE MISC ITEMS AS NEEDED. NUTS, BOLTS, HOSE, PLANTS,
SCREWS, CLAMPS, ETC

LOWES OF GULFPORT MS 466

Invoice #: 150923

P.O. #: 172261

343732

37.98

OPEN P/O FOR GOLF COURSE MISC ITEMS AS NEEDED. NUTS, BOLTS, HOSE, PLANTS,
SCREWS, CLAMPS, ETC**612500 UNIFORMS****196.11**

CINTAS CORP #240

Invoice #: 150840

P.O. #: MANUAL

343606

65.37

	CINTAS CORP #240 Invoice #: 150864	P.O. #: MANUAL	343673	65.37
	CINTAS CORP #240 Invoice #: 150916	P.O. #: MANUAL	343725	65.37
614000	GASOLINE, OIL, GREASE			1,573.29
	EAGLE ENERGY INC. Invoice #: 150731	P.O. #: 176345	343538	1,573.29
	FUEL FOR GOLF COURSE			
620900	CONTRACTUAL FEES			193.98
	DELTA SANITATION OF MS LLC Invoice #: 151332	P.O. #: MANUAL	344142	193.98
626001	TELEPHONE			27.71
	CELLULAR SOUTH, INC Invoice #: 151407	P.O. #: MANUAL	344217	27.71
629310	INSURANCE PREMIUMS - GEN LIA			702.00
	CITY OF GULFPORT Invoice #: 150730	P.O. #: MANUAL	343534	702.00
445	Joseph T Jones Memorial Park			56,438.25
601300	CITY BENEFITS			3.00
	MISSISSIPPI SELECT HEALTH CARE LLC Invoice #: 151317	P.O. #: 176470	344127	3.00
	FLEXIBLE SPENDING ACCOUNT SERVICE FEE INVOICE# 2797 FOR THE MONTH OF JULY			
602500	LIFE INSURANCE			47.50
	LIFE INSURANCE COMPANY OF N.A. - CIGNA Invoice #: 151321	P.O. #: 176469	344131	47.50
	JULY 2014 LIFE INSURANCE PREMIUM/POLICY #FLX#963247 & OK964940			

602700 WORKERS COMP 815.00

CITY OF GULFPORT

Invoice #: 151237 P.O. #: MANUAL 344047 815.00

610700 OPERATING SUPPLIES 2,899.12

ALL SIGNS INC

Invoice #: 150505 P.O. #: 176222 343309 600.00

NO TRESPASSING AND MARINA RULES SIGNS FOR HARBOR SIGNS ARE 1/8" PVC PLASTIC

ALL SIGNS INC

Invoice #: 150506 P.O. #: 176222 343310 280.00

NO TRESPASSING AND MARINA RULES SIGNS FOR HARBOR SIGNS ARE 1/8" PVC PLASTIC

ALL SIGNS INC

Invoice #: 150720 P.O. #: 176222 343527 144.83

NO TRESPASSING AND MARINA RULES SIGNS FOR HARBOR SIGNS ARE 1/8" PVC PLASTIC

ALL SIGNS INC

Invoice #: 150720 P.O. #: 176222 343527 155.17

BARKSDALE PAVILION SIGNS

KECO INC

Invoice #: 150756 P.O. #: 176336 343564 239.75

C0093.015-S QUICK CONNECT UNIVERSAL SUCTION NOZZLE WITH SPLASH SHIELD FOR
PIERS AT HARBOR

LOWES OF GULFPORT MS 466

Invoice #: 150881 P.O. #: 174264 343690 99.36

OPEN P/O FOR HARBOR NUTS, BOLTS, BULBS, PHOTO CELLS, TOOLS, TAPE ETC

CENTRAL TIME CLOCK INC

Invoice #: 150934 P.O. #: 176254 343742 1,195.00

PROXIPEN KIT GUARD SYSTEM VERIFICATION FOR HARBOR

LOWES OF GULFPORT MS 466

Invoice #: 151270 P.O. #: 174264 344080 115.99

OPEN P/O FOR HARBOR NUTS, BOLTS, BULBS, PHOTO CELLS, TOOLS, TAPE ETC

LOWES OF GULFPORT MS 466

Invoice #: 151362 P.O. #: 174264 344172 69.02

OPEN P/O FOR HARBOR NUTS, BOLTS, BULBS, PHOTO CELLS, TOOLS, TAPE ETC

611300 MOTOR VEHICLE REPAIRS 490.59

COMPETITION MARINA

Invoice #: 150716 P.O. #: 175925 343523 490.59

ESTIMATE TO CLEAN AND PURGE MOTOR ON HARBOR BOAT THAT SANK ESTIMATE BASED
ON PRICE PAID LAST YEAR WHEN THE BOAT SANK ALSO

612200	REPAIRS AND MAINTENANCE	133.85
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ROSSKOPF ELECTRIC CO INC

Invoice #: 150933	P.O. #: 176428	343741	30.00
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BAB2030 CH 20 AMP BULB FOR HARBOR

LOWES OF GULFPORT MS 466

Invoice #: 151336	P.O. #: 173596	344146	37.51
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OPEN P/O FOR HARBOR FOR MISC ITEMS AS NEEDED NUTS, BOLTS, SCREWS, PVP FITTINGS, SCREWS, ETC

LOWES OF GULFPORT MS 466

Invoice #: 151337	P.O. #: 173596	344147	30.72
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OPEN P/O FOR HARBOR FOR MISC ITEMS AS NEEDED NUTS, BOLTS, SCREWS, PVP FITTINGS, SCREWS, ETC

LOWES OF GULFPORT MS 466

Invoice #: 151338	P.O. #: 173596	344148	13.64
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OPEN P/O FOR HARBOR FOR MISC ITEMS AS NEEDED NUTS, BOLTS, SCREWS, PVP FITTINGS, SCREWS, ETC

LOWES OF GULFPORT MS 466

Invoice #: 151339	P.O. #: 173596	344149	21.98
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OPEN P/O FOR HARBOR FOR MISC ITEMS AS NEEDED NUTS, BOLTS, SCREWS, PVP FITTINGS, SCREWS, ETC

614000	GASOLINE, OIL, GREASE	127.90
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FLEETCOR TECHNOLOGIES

Invoice #: 151231	P.O. #: MANUAL	344041	111.13
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FLEETCOR TECHNOLOGIES

Invoice #: 151404	P.O. #: MANUAL	344214	16.77
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614100	FUEL FOR RETAIL	30,281.10
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DAVISON FUELS INC.

Invoice #: 150749	P.O. #: 176247	343557	9,254.00
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DIESEL FUEL FOR HARBOR RESALE COUNCIL APPROVAL 5/22/12 PRICE IS ONE CENTER LOWER THAN FUEL CONTRACT PRICE

DAVISON FUELS INC.

Invoice #: 150751	P.O. #: 176219	343559	6,910.00
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DIESEL FUEL FOR HARBOR RESALE PRICE IS ONE CENT LOWER THEN FUEL CONTRACT PRICE COUNCIL APPROVED 5/22/12

DAVISON FUELS INC.

Invoice #: 150759	P.O. #: 176268	343567	2,717.32
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UNLEADED FUEL FOR HARBOR RESALE PRICE IS ONE CENT LESS THAN FUEL CONTRACT PRICE COUNCIL APPROVAL 5/22/12

DAVISON FUELS INC.

Invoice #: 150759	P.O. #: 176268	343567	3,476.28
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DIESEL FUEL

DAVISON FUELS INC.

Invoice #: 150760	P.O. #: 176268	343568	3,476.28
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UNLEADED FUEL FOR HARBOR RESALE PRICE IS ONE CENT LESS THAN FUEL CONTRACT
PRICE COUNCIL APPROVAL 5/22/12

DAVISON FUELS INC.

Invoice #: 150760	P.O. #: 176268	343568	4,447.22
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DIESEL FUEL

614110	GOODS FOR RETAIL	1,185.90
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BAY ICE CO INC

Invoice #: 150476	P.O. #: 176004	343280	96.50
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OPEN P/O FOR ICE FOR RESALE AT THE HARBOR

BAY ICE CO INC

Invoice #: 150529	P.O. #: 176004	343333	160.50
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OPEN P/O FOR ICE FOR RESALE AT THE HARBOR

BAY ICE CO INC

Invoice #: 150686	P.O. #: 176004	343492	284.00
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OPEN P/O FOR ICE FOR RESALE AT THE HARBOR

BAY ICE CO INC

Invoice #: 150687	P.O. #: 176004	343493	136.00
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OPEN P/O FOR ICE FOR RESALE AT THE HARBOR

BAY ICE CO INC

Invoice #: 150688	P.O. #: 176004	343494	60.00
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OPEN P/O FOR ICE FOR RESALE AT THE HARBOR

BAY ICE CO INC

Invoice #: 150875	P.O. #: 176004	343684	327.50
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OPEN P/O FOR ICE FOR RESALE AT THE HARBOR

MIKE MATTHEWS

Invoice #: 150984	P.O. #: 176199	343793	94.16
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GALLON OUTBOARD MOTOR OIL FOR HARBOR RESALE

MIKE MATTHEWS

Invoice #: 150984	P.O. #: 176199	343793	27.24
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PINTS OUTBOARD MOTOR OIL

620900	CONTRACTUAL FEES	2,338.82
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COMPETITION MARINA

Invoice #: 150716	P.O. #: 175925	343523	981.19
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ESTIMATE TO CLEAN AND PURGE MOTOR ON HARBOR BOAT THAT SANK ESTIMATE BASED
ON PRICE PAID LAST YEAR WHEN THE BOAT SANK ALSO

DELTA SANITATION OF MS LLC				
Invoice #:	151289	P.O. #:	MANUAL	344099 777.63
DELTA SANITATION OF MS LLC				
Invoice #:	151333	P.O. #:	MANUAL	344143 290.00
DELTA SANITATION OF MS LLC				
Invoice #:	151334	P.O. #:	MANUAL	344144 290.00
621700	MAINTENANCE CONTRACTS			562.20
ROBERT J YOUNG COMPANY INC				
Invoice #:	151347	P.O. #:	MANUAL	344157 322.20
SCRIBBLE SOFTWARE, INC.				
Invoice #:	151355	P.O. #:	MANUAL	344165 240.00
621900	MEMBERSHIP DUES AND SUBSCRI			47.25
SAMS CLUB CORP				
Invoice #:	150906	P.O. #:	176322	343715 47.25
MEMBERSHIP DUES FOR CITYWIDE SAM CARDS				
624200	BANK FEES			586.13
BANCORPSOUTH CASH MANAGEMENT DIV.				
Invoice #:	150727	P.O. #:	176394	343533 586.13
MONTHLY BANK CHARGES FOR MAY 1, 2014 THRU MAY 31, 2014				
626001	TELEPHONE			74.77
TEC OF JACKSON INC				
Invoice #:	151351	P.O. #:	MANUAL	344161 8.43
CELLULAR SOUTH, INC				
Invoice #:	151407	P.O. #:	MANUAL	344217 66.34
626002	ELECTRIC			10,707.62

MS POWER COMPANY

Invoice #: 151335

P.O. #: MANUAL

344145

9,956.53

MS POWER COMPANY

Invoice #: 151380

P.O. #: MANUAL

344190

751.09

626003 WATER**229.00**

CITY OF GULFPORT

Invoice #: 151370

P.O. #: MANUAL

344180

229.00

626100 ADVERTISING**1,697.50**

M2 MEDIA CORP

Invoice #: 150690

P.O. #: 173051

343496

150.00

MONTHLY AD IN SOUTH MISSISSIPPI LIVING MAGAZINE FOR HARBOR

DOZIER MEDIA GROUP, LLC

Invoice #: 150737

P.O. #: 176218

343545

317.50

FULL PAGE AD IN WATERWAY GUIDE FOR HARBOR COUNCIL APPROVED 1/18/12

DOZIER MEDIA GROUP, LLC

Invoice #: 150737

P.O. #: 176218

343545

905.00

MARINA CLOSEUP

DOZIER MEDIA GROUP, LLC

Invoice #: 150737

P.O. #: 176218

343545

325.00

WEB SKYSCRAPER

629305 INSURANCE PREMIUMS - PROPER**3,698.00**

CITY OF GULFPORT

Invoice #: 151248

P.O. #: MANUAL

344058

3,698.00

629310 INSURANCE PREMIUMS - GEN LIA**513.00**

CITY OF GULFPORT

Invoice #: 150730

P.O. #: MANUAL

343534

513.00

511 Community Development Block Grant**1,112.19****602500 LIFE INSURANCE****9.50**

05300		9.50
LIFE INSURANCE COMPANY OF N.A. - CIGNA		
Invoice #: 151321	P.O. #: 176469	344131 9.50
JULY 2014 LIFE INSURANCE PREMIUM/POLICY #FLX#963247 & OK964940		
602700	WORKERS COMP	979.00
05200	ADMINISTRATION 2012	979.00
CITY OF GULFPORT		
Invoice #: 151237	P.O. #: MANUAL	344047 979.00
625700	POSTAGE	90.00
05200	ADMINISTRATION 2012	90.00
KAREN MCCARTY, PETTY CASH		
Invoice #: 150884	P.O. #: 176293	343693 44.00
POST OFFICE BOX RENTAL BOX 59 TERM 01/01/14-06/30/14		
KAREN MCCARTY, PETTY CASH		
Invoice #: 150884	P.O. #: 176293	343693 46.00
POST OFFICE BOX 59 RENTAL 07/01/14 -12/31/14		
626001	TELEPHONE	15.65
05200	ADMINISTRATION 2012	15.65
TEC OF JACKSON INC		
Invoice #: 151351	P.O. #: MANUAL	344161 3.09
CELLULAR SOUTH, INC		
Invoice #: 151407	P.O. #: MANUAL	344217 12.56
630600	OFFICE EQUIPMENT	18.04
05200	ADMINISTRATION 2012	18.04
KAREN MCCARTY, PETTY CASH		
Invoice #: 150884	P.O. #: 176293	343693 18.04
OFFICE DEPOT BINDERS FOR CAPER 2014		
515	Home Consortium Grant	22,735.42

602500	LIFE INSURANCE	19.00
73100	HOUSING REHAB-HOME CONSORTIUM 1 & 3	19.00
LIFE INSURANCE COMPANY OF N.A. - CIGNA		
Invoice #: 151321	P.O. #: 176469	344131 19.00
JULY 2014 LIFE INSURANCE PREMIUM/POLICY #FLX#963247 & OK964940		
602700	WORKERS COMP	2,699.00
72100	HOME INVEST PARTNER PROGRAM-2012	2,699.00
CITY OF GULFPORT		
Invoice #: 151237	P.O. #: MANUAL	344047 2,699.00
610400	OFFICE SUPPLIES	17.42
72100	HOME INVEST PARTNER PROGRAM-2012	17.42
KAREN MCCARTY, PETTY CASH		
Invoice #: 150884	P.O. #: 176293	343693 17.42
WALGREEN USB CABLE AND BATTERIES FOR LAPTOP		
850100	HOME CONSORTIUM ACTIVITIES	20,000.00
72150		20,000.00
RAYNITA A GARNER		
Invoice #: 150872	P.O. #: MANUAL	343681 20,000.00
535	Home Consortium Grant:	20,000.00
850100	HOME CONSORTIUM ACTIVITIES	20,000.00
72325		20,000.00
HARRISON COUNTY		
Invoice #: 150738	P.O. #: MANUAL	343544 20,000.00
611	Urban and Economic Development	10,752.53
601300	CITY BENEFITS	3.00

MISSISSIPPI SELECT HEALTH CARE LLC

Invoice #: 151317

P.O. #: 176470

344127

3.00

FLEXIBLE SPENDING ACCOUNT SERVICE FEE INVOICE# 2797 FOR THE MONTH OF JULY

602500 LIFE INSURANCE 228.00

LIFE INSURANCE COMPANY OF N.A. - CIGNA

Invoice #: 151321

P.O. #: 176469

344131

228.00

JULY 2014 LIFE INSURANCE PREMIUM/POLICY #FLX#963247 &
OK964940**602700 WORKERS COMP 1,667.00**

CITY OF GULFPORT

Invoice #: 151237

P.O. #: MANUAL

344047

1,667.00

610100 CLEANING AND JANITORIAL 643.50

BONDS SERVICES, INC

Invoice #: 150647

P.O. #: 176296

343453

643.50

JANITORIAL SERVICES FOR JUNE FOR HARDY BUILDING-JOSEPH T JONES BLDG-FITNESS
CENTER-CITY HALL-RECORDS-MUNICIPAL COURT-PUBLIC WORKS**610400 OFFICE SUPPLIES 34.07**

GARY ANDERSON

Invoice #: 151269

P.O. #: 176476

344079

12.29

JOURNAL FOR DIRECTOR

GARY ANDERSON

Invoice #: 151269

P.O. #: 176476

344079

10.69

STAPLES

GARY ANDERSON

Invoice #: 151269

P.O. #: 176476

344079

4.68

BATTERIES FOR PROJECTOR REMOTE

GARY ANDERSON

Invoice #: 151269

P.O. #: 176476

344079

6.41

BATTERIES FOR DIRECTOR

610700 OPERATING SUPPLIES 62.17

GARY ANDERSON

Invoice #: 151269

P.O. #: 176476

344079

9.00

CANCEL JUDGEMENTS

GARY ANDERSON			
Invoice #:	151269	P.O. #:	176476
			344079
			15.39
SQUEEGEE FOR WINDOWS			
GARY ANDERSON			
Invoice #:	151269	P.O. #:	176476
			344079
			14.43
AUDIO CORD FOR COMPUTER			
GARY ANDERSON			
Invoice #:	151269	P.O. #:	176476
			344079
			23.35
STAKES			
614000	GASOLINE, OIL, GREASE		591.47
FLEETCOR TECHNOLOGIES			
Invoice #:	151231	P.O. #:	MANUAL
			344041
			328.13
FLEETCOR TECHNOLOGIES			
Invoice #:	151404	P.O. #:	MANUAL
			344214
			263.34
620900	CONTRACTUAL FEES		185.00
LUCILLE MORGAN			
Invoice #:	150766	P.O. #:	176419
			343574
			140.00
TRANSCRIPTS OF PLANNING COMMISSION MEETING 05/22/2014			
IN RE: CASE FILE #1405PC020			
NORMA JEAN SOROE			
Invoice #:	151000	P.O. #:	176290
			343809
			13.89
TRANSCRIPTS FROM JUNE 26 MEETING FOR PC035			
NORMA JEAN SOROE			
Invoice #:	151000	P.O. #:	176290
			343809
			11.11
TRANSCRIPTS FROM JUNE 26, 2014 MEETING FOR PC030			
NORMA JEAN SOROE			
Invoice #:	151001	P.O. #:	176290
			343810
			11.11
TRANSCRIPTS FROM JUNE 26 MEETING FOR PC035			
NORMA JEAN SOROE			
Invoice #:	151001	P.O. #:	176290
			343810
			8.89
TRANSCRIPTS FROM JUNE 26, 2014 MEETING FOR PC030			
621700	MAINTENANCE CONTRACTS		1,029.67
ROBERT J YOUNG COMPANY INC			
Invoice #:	151235	P.O. #:	MANUAL
			344045
			615.95

ROBERT J YOUNG COMPANY INC

Invoice #: 151280

P.O. #: MANUAL

344090

413.72

621900 MEMERSHIP DUES AND SUBSCRPT**480.00**

MS COAST BUILDING OFFICIALS ASSOC

Invoice #: 150715

P.O. #: 174277

343522

480.00

YEARLY MCBOA MEMBERSHIP FOR ERNIE CARPENTER, RUSSELL BEECH, JASON PRYOR,
DONALD GALSTER, NAHOMA WEBB, RICHARD RYAN, CRAIG WIGGINS, MIKE EDWARDS,
GEOFF HITNER, TED MOLESWORTH, ROBERT BEAGUEZ, GARY ANDERSON

625500 LOT ASSESSMENTS**1,350.80**

GULF PUBLISHING CO INC

Invoice #: 150528

P.O. #: 174081

343332

27.38

INVITATION FOR BIDS FOR LOT CLEANUP FOR 3/4/14 CITY COUNCIL MEETING

GULF PUBLISHING CO INC

Invoice #: 150528

P.O. #: 174081

343332

79.90

INVITATION FOR BIDS FOR LOT CLEANUP FOR 3/18/14 CITY COUNCIL MEETING

GULF PUBLISHING CO INC

Invoice #: 150874

P.O. #: 174081

343683

120.10

INVITATION FOR BIDS FOR LOT CLEANUP FOR 3/18/14 CITY COUNCIL MEETING

GULF PUBLISHING CO INC

Invoice #: 150874

P.O. #: 174081

343683

1.92

INVITATION FOR BIDS FOR LOT CLEANUP FOR 4/8/14 CITY COUNCIL MEETING

JOHN BOGGAN

Invoice #: 150930

P.O. #: 175845

343738

135.00

0711G-05-004.000 LOT CLEANUP -BOND, JR.
APPROVED BY CITY COUNCIL 06/03/14

JOHN BOGGAN

Invoice #: 150931

P.O. #: 175845

343739

99.00

1008G-02-035.000 LOT CLEANUP -FRAZEE

JOHN BOGGAN

Invoice #: 150932

P.O. #: 175845

343740

64.54

0807K-01-020.005 LOT CLEANUP -KUHN

JOHN BOGGAN

Invoice #: 150932

P.O. #: 175845

343740

61.46

0810N-04-006.000 LOT CLEANUP -RURY

JULIAN SIMMONS

Invoice #: 150986

P.O. #: 176380

343795

40.00

0908N-01-065.000 LOT CLEAN UP MCDONALD EST

JULIAN SIMMONS			
Invoice #: 150986	P.O. #: 176380	343795	40.00
0808J-01-018-000 LOT CLEAN UP DEDEAUDX			
 JULIAN SIMMONS			
Invoice #: 150987	P.O. #: 176380	343796	40.00
0908N-01-065.000 LOT CLEAN UP MCDONALD EST			
 JULIAN SIMMONS			
Invoice #: 150987	P.O. #: 176380	343796	40.00
0808J-01-018-000 LOT CLEAN UP DEDEAUDX			
 LINDA B DUBOSE			
Invoice #: 150988	P.O. #: 176378	343797	54.50
ABSTRACT FOR GOODWIN			
 MARCUS MONROE			
Invoice #: 151058	P.O. #: 176358	343867	3.38
0711H-04-029.000 LOT CLEAN UP MIDDLE COUNCIL APPROVED 7/17/04			
 MARCUS MONROE			
Invoice #: 151058	P.O. #: 176358	343867	3.07
0811E-04-023.000 LOT CLEAN UP STELLAR RESOURCES			
 MARCUS MONROE			
Invoice #: 151058	P.O. #: 176358	343867	4.40
0710I-04-078.000 LOT CLEAN			
 MARCUS MONROE			
Invoice #: 151058	P.O. #: 176358	343867	3.38
0710I-04-016.000 EDWARDS EST. LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151058	P.O. #: 176358	343867	3.46
07110-03-071.000 KOSKAN LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151058	P.O. #: 176358	343867	2.67
07110-04-022.000 DAHAN LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151058	P.O. #: 176358	343867	2.75
07110-04-096.000 PEPE LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151058	P.O. #: 176358	343867	2.36
07110-04-090.000 PEPE LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151058	P.O. #: 176358	343867	5.11
0711N-02-085.000 BOND TRUSTEE LOT CLEAN UP			

MARCUS MONROE			
Invoice #: 151058	P.O. #: 176358	343867	3.46
0810N-01-041.000 GREEN LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151058	P.O. #: 176358	343867	5.82
0808I-03-168.000 CLIFFORD, SR EST LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151058	P.O. #: 176358	343867	3.14
0808A-01-009.28 MASON TREND LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151059	P.O. #: 176358	343868	3.07
0711H-04-029.000 LOT CLEAN UP MIDDLE COUNCIL APPROVED 7/17/04			
 MARCUS MONROE			
Invoice #: 151059	P.O. #: 176358	343868	2.78
0811E-04-023.000 LOT CLEAN UP STELLAR RESOURCES			
 MARCUS MONROE			
Invoice #: 151059	P.O. #: 176358	343868	3.99
0710I-04-078.000 LOT CLEAN			
 MARCUS MONROE			
Invoice #: 151059	P.O. #: 176358	343868	3.07
0710I-04-016.000 EDWARDS EST. LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151059	P.O. #: 176358	343868	3.14
07110-03-071.000 KOSKAN LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151059	P.O. #: 176358	343868	2.42
07110-04-022.000 DAHAN LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151059	P.O. #: 176358	343868	2.50
07110-04-096.000 PEPE LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151059	P.O. #: 176358	343868	2.14
07110-04-090.000 PEPE LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151059	P.O. #: 176358	343868	4.63
0711N-02-085.000 BOND TRUSTEE LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151059	P.O. #: 176358	343868	3.14
0810N-01-041.000 GREEN LOT CLEAN UP			

MARCUS MONROE			
Invoice #: 151059	P.O. #: 176358	343868	5.28
0808I-03-168.000 CLIFFORD, SR EST LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151059	P.O. #: 176358	343868	2.84
0808A-01-009.28 MASON TREND LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151060	P.O. #: 176358	343869	4.40
0711H-04-029.000 LOT CLEAN UP MIDDLE COUNCIL APPROVED 7/17/04			
 MARCUS MONROE			
Invoice #: 151060	P.O. #: 176358	343869	3.99
0811E-04-023.000 LOT CLEAN UP STELLAR RESOURCES			
 MARCUS MONROE			
Invoice #: 151060	P.O. #: 176358	343869	5.73
0710I-04-078.000 LOT CLEAN			
 MARCUS MONROE			
Invoice #: 151060	P.O. #: 176358	343869	4.40
0710I-04-016.000 EDWARDS EST. LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151060	P.O. #: 176358	343869	4.50
07110-03-071.000 KOSKAN LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151060	P.O. #: 176358	343869	3.48
07110-04-022.000 DAHAN LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151060	P.O. #: 176358	343869	3.58
07110-04-096.000 PEPE LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151060	P.O. #: 176358	343869	3.07
07110-04-090.000 PEPE LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151060	P.O. #: 176358	343869	6.65
0711N-02-085.000 BOND TRUSTEE LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151060	P.O. #: 176358	343869	4.50
0810N-01-041.000 GREEN LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151060	P.O. #: 176358	343869	7.58
0808I-03-168.000 CLIFFORD, SR EST LOT CLEAN UP			

MARCUS MONROE			
Invoice #: 151060	P.O. #: 176358	343869	4.12
0808A-01-009.28 MASON TREND LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151061	P.O. #: 176358	343870	3.38
0711H-04-029.000 LOT CLEAN UP MIDDLE COUNCIL APPROVED 7/17/04			
 MARCUS MONROE			
Invoice #: 151061	P.O. #: 176358	343870	3.07
0811E-04-023.000 LOT CLEAN UP STELLAR RESOURCES			
 MARCUS MONROE			
Invoice #: 151061	P.O. #: 176358	343870	4.40
0710I-04-078.000 LOT CLEAN			
 MARCUS MONROE			
Invoice #: 151061	P.O. #: 176358	343870	3.38
0710I-04-016.000 EDWARDS EST. LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151061	P.O. #: 176358	343870	3.46
07110-03-071.000 KOSKAN LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151061	P.O. #: 176358	343870	2.67
07110-04-022.000 DAHAN LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151061	P.O. #: 176358	343870	2.75
07110-04-096.000 PEPE LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151061	P.O. #: 176358	343870	2.36
07110-04-090.000 PEPE LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151061	P.O. #: 176358	343870	5.11
0711N-02-085.000 BOND TRUSTEE LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151061	P.O. #: 176358	343870	3.46
0810N-01-041.000 GREEN LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151061	P.O. #: 176358	343870	5.82
0808I-03-168.000 CLIFFORD, SR EST LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151061	P.O. #: 176358	343870	3.14
0808A-01-009.28 MASON TREND LOT CLEAN UP			

MARCUS MONROE			
Invoice #: 151062	P.O. #: 176358	343871	3.46
0711H-04-029.000 LOT CLEAN UP MIDDLE COUNCIL APPROVED 7/17/04			
 MARCUS MONROE			
Invoice #: 151062	P.O. #: 176358	343871	3.14
0811E-04-023.000 LOT CLEAN UP STELLAR RESOURCES			
 MARCUS MONROE			
Invoice #: 151062	P.O. #: 176358	343871	4.50
0710I-04-078.000 LOT CLEAN			
 MARCUS MONROE			
Invoice #: 151062	P.O. #: 176358	343871	3.46
0710I-04-016.000 EDWARDS EST. LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151062	P.O. #: 176358	343871	3.54
07110-03-071.000 KOSKAN LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151062	P.O. #: 176358	343871	2.73
07110-04-022.000 DAHAN LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151062	P.O. #: 176358	343871	2.82
07110-04-096.000 PEPE LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151062	P.O. #: 176358	343871	2.41
07110-04-090.000 PEPE LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151062	P.O. #: 176358	343871	5.23
0711N-02-085.000 BOND TRUSTEE LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151062	P.O. #: 176358	343871	3.54
0810N-01-041.000 GREEN LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151062	P.O. #: 176358	343871	5.95
0808I-03-168.000 CLIFFORD, SR EST LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151062	P.O. #: 176358	343871	3.22
0808A-01-009.28 MASON TREND LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151063	P.O. #: 176358	343872	2.67
0711H-04-029.000 LOT CLEAN UP MIDDLE COUNCIL APPROVED 7/17/04			

MARCUS MONROE			
Invoice #:	151063	P.O. #:	176358
			343872
			2.42
0811E-04-023.000 LOT CLEAN UP STELLAR RESOURCES			
MARCUS MONROE			
Invoice #:	151063	P.O. #:	176358
			343872
			3.48
0710I-04-078.000 LOT CLEAN			
MARCUS MONROE			
Invoice #:	151063	P.O. #:	176358
			343872
			2.67
0710I-04-016.000 EDWARDS EST. LOT CLEAN UP			
MARCUS MONROE			
Invoice #:	151063	P.O. #:	176358
			343872
			2.73
07110-03-071.000 KOSKAN LOT CLEAN UP			
MARCUS MONROE			
Invoice #:	151063	P.O. #:	176358
			343872
			2.11
0711O-04-022.000 DAHAN LOT CLEAN UP			
MARCUS MONROE			
Invoice #:	151063	P.O. #:	176358
			343872
			2.18
0711O-04-096.000 PEPE LOT CLEAN UP			
MARCUS MONROE			
Invoice #:	151063	P.O. #:	176358
			343872
			1.86
0711O-04-090.000 PEPE LOT CLEAN UP			
MARCUS MONROE			
Invoice #:	151063	P.O. #:	176358
			343872
			4.04
0711N-02-085.000 BOND TRUSTEE LOT CLEAN UP			
MARCUS MONROE			
Invoice #:	151063	P.O. #:	176358
			343872
			2.73
0810N-01-041.000 GREEN LOT CLEAN UP			
MARCUS MONROE			
Invoice #:	151063	P.O. #:	176358
			343872
			4.60
0808I-03-168.000 CLIFFORD, SR EST LOT CLEAN UP			
MARCUS MONROE			
Invoice #:	151063	P.O. #:	176358
			343872
			2.51
0808A-01-009.28 MASON TREND LOT CLEAN UP			
MARCUS MONROE			
Invoice #:	151064	P.O. #:	176358
			343873
			2.75
0711H-04-029.000 LOT CLEAN UP MIDDLE COUNCIL APPROVED 7/17/04			
MARCUS MONROE			
Invoice #:	151064	P.O. #:	176358
			343873
			2.50
0811E-04-023.000 LOT CLEAN UP STELLAR RESOURCES			

MARCUS MONROE			
Invoice #: 151064	P.O. #: 176358	343873	3.58
0710I-04-078.000 LOT CLEAN			
MARCUS MONROE			
Invoice #: 151064	P.O. #: 176358	343873	2.75
0710I-04-016.000 EDWARDS EST. LOT CLEAN UP			
MARCUS MONROE			
Invoice #: 151064	P.O. #: 176358	343873	2.82
07110-03-071.000 KOSKAN LOT CLEAN UP			
MARCUS MONROE			
Invoice #: 151064	P.O. #: 176358	343873	2.18
07110-04-022.000 DAHAN LOT CLEAN UP			
MARCUS MONROE			
Invoice #: 151064	P.O. #: 176358	343873	2.24
07110-04-096.000 PEPE LOT CLEAN UP			
MARCUS MONROE			
Invoice #: 151064	P.O. #: 176358	343873	1.92
07110-04-090.000 PEPE LOT CLEAN UP			
MARCUS MONROE			
Invoice #: 151064	P.O. #: 176358	343873	4.16
0711N-02-085.000 BOND TRUSTEE LOT CLEAN UP			
MARCUS MONROE			
Invoice #: 151064	P.O. #: 176358	343873	2.82
0810N-01-041.000 GREEN LOT CLEAN UP			
MARCUS MONROE			
Invoice #: 151064	P.O. #: 176358	343873	4.73
0808I-03-168.000 CLIFFORD, SR EST LOT CLEAN UP			
MARCUS MONROE			
Invoice #: 151064	P.O. #: 176358	343873	2.55
0808A-01-009.28 MASON TREND LOT CLEAN UP			
MARCUS MONROE			
Invoice #: 151065	P.O. #: 176358	343874	2.36
0711H-04-029.000 LOT CLEAN UP MIDDLE COUNCIL APPROVED 7/17/04			
MARCUS MONROE			
Invoice #: 151065	P.O. #: 176358	343874	2.14
0811E-04-023.000 LOT CLEAN UP STELLAR RESOURCES			
MARCUS MONROE			
Invoice #: 151065	P.O. #: 176358	343874	3.07
0710I-04-078.000 LOT CLEAN			

MARCUS MONROE			
Invoice #: 151065	P.O. #: 176358	343874	2.36
0710I-04-016.000 EDWARDS EST. LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151065	P.O. #: 176358	343874	2.41
07110-03-071.000 KOSKAN LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151065	P.O. #: 176358	343874	1.86
07110-04-022.000 DAHAN LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151065	P.O. #: 176358	343874	1.92
07110-04-096.000 PEPE LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151065	P.O. #: 176358	343874	1.65
07110-04-090.000 PEPE LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151065	P.O. #: 176358	343874	3.56
0711N-02-085.000 BOND TRUSTEE LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151065	P.O. #: 176358	343874	2.41
0810N-01-041.000 GREEN LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151065	P.O. #: 176358	343874	4.06
0808I-03-168.000 CLIFFORD, SR EST LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151065	P.O. #: 176358	343874	2.20
0808A-01-009.28 MASON TREND LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151066	P.O. #: 176358	343875	5.11
0711H-04-029.000 LOT CLEAN UP MIDDLE COUNCIL APPROVED 7/17/04			
 MARCUS MONROE			
Invoice #: 151066	P.O. #: 176358	343875	4.63
0811E-04-023.000 LOT CLEAN UP STELLAR RESOURCES			
 MARCUS MONROE			
Invoice #: 151066	P.O. #: 176358	343875	6.65
0710I-04-078.000 LOT CLEAN			
 MARCUS MONROE			
Invoice #: 151066	P.O. #: 176358	343875	5.11
0710I-04-016.000 EDWARDS EST. LOT CLEAN UP			

MARCUS MONROE			
Invoice #: 151066	P.O. #: 176358	343875	5.23
07110-03-071.000 KOSKAN LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151066	P.O. #: 176358	343875	4.04
07110-04-022.000 DAHAN LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151066	P.O. #: 176358	343875	4.16
07110-04-096.000 PEPE LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151066	P.O. #: 176358	343875	3.56
07110-04-090.000 PEPE LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151066	P.O. #: 176358	343875	7.72
0711N-02-085.000 BOND TRUSTEE LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151066	P.O. #: 176358	343875	5.23
0810N-01-041.000 GREEN LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151066	P.O. #: 176358	343875	8.79
0808I-03-168.000 CLIFFORD, SR EST LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151066	P.O. #: 176358	343875	4.77
0808A-01-009.28 MASON TREND LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151067	P.O. #: 176358	343876	3.46
0711H-04-029.000 LOT CLEAN UP MIDDLE COUNCIL APPROVED 7/17/04			
 MARCUS MONROE			
Invoice #: 151067	P.O. #: 176358	343876	3.14
0811E-04-023.000 LOT CLEAN UP STELLAR RESOURCES			
 MARCUS MONROE			
Invoice #: 151067	P.O. #: 176358	343876	4.50
0710I-04-078.000 LOT CLEAN			
 MARCUS MONROE			
Invoice #: 151067	P.O. #: 176358	343876	3.46
0710I-04-016.000 EDWARDS EST. LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151067	P.O. #: 176358	343876	3.54
07110-03-071.000 KOSKAN LOT CLEAN UP			

MARCUS MONROE			
Invoice #: 151067	P.O. #: 176358	343876	2.73
0711O-04-022.000 DAHAN LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151067	P.O. #: 176358	343876	2.82
0711O-04-096.000 PEPE LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151067	P.O. #: 176358	343876	2.41
0711O-04-090.000 PEPE LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151067	P.O. #: 176358	343876	5.23
0711N-02-085.000 BOND TRUSTEE LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151067	P.O. #: 176358	343876	3.54
0810N-01-041.000 GREEN LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151067	P.O. #: 176358	343876	5.95
0808I-03-168.000 CLIFFORD, SR EST LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151067	P.O. #: 176358	343876	3.22
0808A-01-009.28 MASON TREND LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151068	P.O. #: 176358	343877	5.82
0711H-04-029.000 LOT CLEAN UP MIDDLE COUNCIL APPROVED 7/17/04			
 MARCUS MONROE			
Invoice #: 151068	P.O. #: 176358	343877	5.28
0811E-04-023.000 LOT CLEAN UP STELLAR RESOURCES			
 MARCUS MONROE			
Invoice #: 151068	P.O. #: 176358	343877	7.58
0710I-04-078.000 LOT CLEAN			
 MARCUS MONROE			
Invoice #: 151068	P.O. #: 176358	343877	5.82
0710I-04-016.000 EDWARDS EST. LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151068	P.O. #: 176358	343877	5.95
0711O-03-071.000 KOSKAN LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151068	P.O. #: 176358	343877	4.60
0711O-04-022.000 DAHAN LOT CLEAN UP			

MARCUS MONROE			
Invoice #: 151068	P.O. #: 176358	343877	4.73
0711O-04-096.000 PEPE LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151068	P.O. #: 176358	343877	4.06
0711O-04-090.000 PEPE LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151068	P.O. #: 176358	343877	8.79
0711N-02-085.000 BOND TRUSTEE LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151068	P.O. #: 176358	343877	5.95
0810N-01-041.000 GREEN LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151068	P.O. #: 176358	343877	10.01
0808I-03-168.000 CLIFFORD, SR EST LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151068	P.O. #: 176358	343877	5.41
0808A-01-009.28 MASON TREND LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151069	P.O. #: 176358	343878	3.14
0711H-04-029.000 LOT CLEAN UP MIDDLE COUNCIL APPROVED 7/17/04			
 MARCUS MONROE			
Invoice #: 151069	P.O. #: 176358	343878	2.85
0811E-04-023.000 LOT CLEAN UP STELLAR RESOURCES			
 MARCUS MONROE			
Invoice #: 151069	P.O. #: 176358	343878	4.10
0710I-04-078.000 LOT CLEAN			
 MARCUS MONROE			
Invoice #: 151069	P.O. #: 176358	343878	3.14
0710I-04-016.000 EDWARDS EST. LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151069	P.O. #: 176358	343878	3.22
07110-03-071.000 KOSKAN LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151069	P.O. #: 176358	343878	2.49
0711O-04-022.000 DAHAN LOT CLEAN UP			
 MARCUS MONROE			
Invoice #: 151069	P.O. #: 176358	343878	2.56
0711O-04-096.000 PEPE LOT CLEAN UP			

MARCUS MONROE			
Invoice #: 151069	P.O. #: 176358	343878	2.19
0711O-04-090.000 PEPE LOT CLEAN UP			
MARCUS MONROE			
Invoice #: 151069	P.O. #: 176358	343878	4.75
0711N-02-085.000 BOND TRUSTEE LOT CLEAN UP			
MARCUS MONROE			
Invoice #: 151069	P.O. #: 176358	343878	3.22
0810N-01-041.000 GREEN LOT CLEAN UP			
MARCUS MONROE			
Invoice #: 151069	P.O. #: 176358	343878	5.41
0808I-03-168.000 CLIFFORD, SR EST LOT CLEAN UP			
MARCUS MONROE			
Invoice #: 151069	P.O. #: 176358	343878	2.93
0808A-01-009.28 MASON TREND LOT CLEAN UP			
626001	TELEPHONE		376.85
TEC OF JACKSON INC			
Invoice #: 151351	P.O. #: MANUAL	344161	41.61
CELLULAR SOUTH, INC			
Invoice #: 151407	P.O. #: MANUAL	344217	335.24
629305	INSURANCE PREMIUMS - PROPER		2,263.00
CITY OF GULFPORT			
Invoice #: 151248	P.O. #: MANUAL	344058	2,263.00
629310	INSURANCE PREMIUMS - GEN LIA		1,838.00
CITY OF GULFPORT			
Invoice #: 150730	P.O. #: MANUAL	343534	1,838.00
621	Economic Developmenet		886.06
602500	LIFE INSURANCE		19.00

LIFE INSURANCE COMPANY OF N.A. - CIGNA

Invoice #: 151321

P.O. #: 176469

344131

19.00

JULY 2014 LIFE INSURANCE PREMIUM/POLICY #FLX#963247 &
OK964940**614000 GASOLINE, OIL, GREASE 61.08**

FLEETCOR TECHNOLOGIES

Invoice #: 151404

P.O. #: MANUAL

344214

61.08

626001 TELEPHONE 195.98

CELLULAR SOUTH, INC

Invoice #: 151407

P.O. #: MANUAL

344217

195.98

626900 TRAVEL 590.00

BANCORP SOUTH BANK

Invoice #: 150926

P.O. #: 176434

343735

590.00

REGISTRATION FEES FOR L.BRADLEY AND D.PARKER TO ATTEND MDEC IN BILOXI, MS;
07-08-14 THRU 07-10-14**629310 INSURANCE PREMIUMS - GEN LIA 20.00**

CITY OF GULFPORT

Invoice #: 150730

P.O. #: MANUAL

343534

20.00

630 Police Asset Forfeiture Fund 877.00**217400 ASSET FORFEITURE CLEARING 877.00**

JOEL SMITH, DISTRICT ATTORNEY

Invoice #: 151055

P.O. #: 176328

343864

175.40

DISBURSEMENT OF FORFEITED FUNDS FOR DURAN DOUGLAS ECKFORD (14-010622)

CITY OF GULFPORT

Invoice #: 151056

P.O. #: 176324

343865

701.60

DISBURSEMENT OF FORFEITED FUNDS FOR DURAN DOUGLAS ECKFORD (14-010622)

701 Municipal Debt Service Fund 1,135.00**650700 AGENCY FEES 1,135.00**

HANCOCK BANK

Invoice #: 150555

P.O. #: 176401

343359

1,135.00

PAYING AGENCY FEES-GULFPORT G/O PUBLIC IMPROVEMENT BONDS, SERIES 1998.

811	Water Billing	54,858.52
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602500	LIFE INSURANCE	133.00
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LIFE INSURANCE COMPANY OF N.A. - CIGNA

Invoice #: 151321

P.O. #: 176469

344131

133.00

JULY 2014 LIFE INSURANCE PREMIUM/POLICY #FLX#963247 &
OK964940

602700	WORKERS COMP	1,835.00
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CITY OF GULFPORT

Invoice #: 151237

P.O. #: MANUAL

344047

1,835.00

610100	CLEANING AND JANITORIAL	331.50
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BONDS SERVICES, INC

Invoice #: 150647

P.O. #: 176296

343453

331.50

JANITORIAL SERVICES FOR JUNE FOR HARDY BUILDING-JOSEPH T JONES BLDG-FITNESS
CENTER-CITY HALL-RECORDS-MUNICIPAL COURT-PUBLIC WORKS

610700	OPERATING SUPPLIES	2,730.00
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NECAISE LOCKSMITH SERVICE INC

Invoice #: 150951

P.O. #: 176077

343760

2,730.00

ITEM #1KALF2126 MASTER PADLOCKS TO LOCK AND SHUTOFF WATER METERS

612500	UNIFORMS	43.00
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CINTAS CORP #240

Invoice #: 150889

P.O. #: MANUAL

343698

21.50

CINTAS CORP #240

Invoice #: 151198

P.O. #: MANUAL

344008

21.50

614000	GASOLINE, OIL, GREASE	930.59
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FLEETCOR TECHNOLOGIES

Invoice #: 151231

P.O. #: MANUAL

344041

470.17

FLEETCOR TECHNOLOGIES

Invoice #: 151404

P.O. #: MANUAL

344214

460.42

620900 CONTRACTUAL FEES**39,475.88**

AUTOMATION PERSONNEL SERVICES, INC.

Invoice #: 150648

P.O. #: 176298

343454

267.27

MADDEN, LISHA N (UTILITY BILLING) WEEK ENDING 6/22/14 INVOICE #402944 (40HRS);
 WHITFIELD, BETHANY (LEGAL) WEEK ENDING 6/22/14 INVOICE #402944 (39HRS)
 5/14 INVOICE #398847 (40HRS)

AUTOMATION PERSONNEL SERVICES, INC.

Invoice #: 150648

P.O. #: 176298

343454

25.05

OVERTIME FOR LISHA N MADDEN INVOICE #402944

AUTOMATION PERSONNEL SERVICES, INC.

Invoice #: 150649

P.O. #: 176298

343455

30.22

MADDEN, LISHA N (UTILITY BILLING) WEEK ENDING 6/22/14 INVOICE #402944 (40HRS);
 WHITFIELD, BETHANY (LEGAL) WEEK ENDING 6/22/14 INVOICE #402944 (39HRS)
 5/14 INVOICE #398847 (40HRS)

AUTOMATION PERSONNEL SERVICES, INC.

Invoice #: 150649

P.O. #: 176298

343455

2.83

OVERTIME FOR LISHA N MADDEN INVOICE #402944

AUTOMATION PERSONNEL SERVICES, INC.

Invoice #: 150650

P.O. #: 176298

343456

10.58

MADDEN, LISHA N (UTILITY BILLING) WEEK ENDING 6/22/14 INVOICE #402944 (40HRS);
 WHITFIELD, BETHANY (LEGAL) WEEK ENDING 6/22/14 INVOICE #402944 (39HRS)
 5/14 INVOICE #398847 (40HRS)

AUTOMATION PERSONNEL SERVICES, INC.

Invoice #: 150650

P.O. #: 176298

343456

0.99

OVERTIME FOR LISHA N MADDEN INVOICE #402944

AUTOMATION PERSONNEL SERVICES, INC.

Invoice #: 150651

P.O. #: 176298

343457

251.93

MADDEN, LISHA N (UTILITY BILLING) WEEK ENDING 6/22/14 INVOICE #402944 (40HRS);
 WHITFIELD, BETHANY (LEGAL) WEEK ENDING 6/22/14 INVOICE #402944 (39HRS)
 5/14 INVOICE #398847 (40HRS)

AUTOMATION PERSONNEL SERVICES, INC.

Invoice #: 150651

P.O. #: 176298

343457

23.61

OVERTIME FOR LISHA N MADDEN INVOICE #402944

TINA DEDEAUX

Invoice #: 150763

P.O. #: 176398

343571

240.00

JANITORAL SERVICE AT LYMAN WATER DEPARTMENT FOR JUNE 2014; INVOICE #1430

EA UFFMAN & ASSOCIATES INC

Invoice #: 150897

P.O. #: 176291

343706

3,214.05

COLLECTION FEES FOR MARCH 2014

ISI WATER COMPANY

Invoice #: 150911

P.O. #: 171609

343720

30,912.01

2ND YEAR FOR REVIEW OF UTILITY BILLING SYSTEM WITH AGREEMENT TOP AY 55% OF ALI
 ADDITIONAL REVENUE FOUND & COLLETED FOR A PERIOD OF 3 YEARS,INVOICED
 MONTHLY, COUNCIL APPROVED 11-02-2010

AUTOMATION PERSONNEL SERVICES, INC.

Invoice #: 150977	P.O. #: 176407	343786	210.37
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MADDEN, LISHA N (UTILITY BILLING) WEEK ENDING 6/29/14 INVOICE #404084 (40HRS);
 WHITFIELD, BETHANY (LEGAL) WEEK ENDING 6/29/14 INVOICE #40484 (40HRS)
 5/14 INVOICE #398847 (40HRS) 5

AUTOMATION PERSONNEL SERVICES, INC.

Invoice #: 150978	P.O. #: 176407	343787	255.95
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MADDEN, LISHA N (UTILITY BILLING) WEEK ENDING 6/29/14 INVOICE #404084 (40HRS);
 WHITFIELD, BETHANY (LEGAL) WEEK ENDING 6/29/14 INVOICE #40484 (40HRS)
 5/14 INVOICE #398847 (40HRS) 5

AUTOMATION PERSONNEL SERVICES, INC.

Invoice #: 150979	P.O. #: 176407	343788	93.68
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MADDEN, LISHA N (UTILITY BILLING) WEEK ENDING 6/29/14 INVOICE #404084 (40HRS);
 WHITFIELD, BETHANY (LEGAL) WEEK ENDING 6/29/14 INVOICE #40484 (40HRS)
 5/14 INVOICE #398847 (40HRS) 5

SPHERION CORP

Invoice #: 150980	P.O. #: 176405	343789	2.96
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OVERTIME FOR WEEK ENDING 6/22/14 INVOICE #129957889

SPHERION CORP

Invoice #: 150981	P.O. #: 176405	343790	2.90
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OVERTIME FOR WEEK ENDING 6/22/14 INVOICE #129957889

HARRISON COUNTY EMERGENCY

Invoice #: 151236	P.O. #: MANUAL	344046	82.72
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EA UFFMAN & ASSOCIATES INC

Invoice #: 151304	P.O. #: 176395	344116	695.21
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COLLECTION FEES FOR APRIL 2014

EA UFFMAN & ASSOCIATES INC

Invoice #: 151304	P.O. #: 176395	344116	776.62
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COLLECTIONS FEES FOR MAY 2014

EA UFFMAN & ASSOCIATES INC

Invoice #: 151304	P.O. #: 176395	344116	163.92
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COLLECTIONS FEES FOR JUNE 2014

EA UFFMAN & ASSOCIATES INC

Invoice #: 151306	P.O. #: 176395	344117	776.62
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COLLECTION FEES FOR APRIL 2014

EA UFFMAN & ASSOCIATES INC

Invoice #: 151306	P.O. #: 176395	344117	867.57
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COLLECTIONS FEES FOR MAY 2014

EA UFFMAN & ASSOCIATES INC

Invoice #: 151306	P.O. #: 176395	344117	183.12
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COLLECTIONS FEES FOR JUNE 2014

EA UFFMAN & ASSOCIATES INC

Invoice #: 151307	P.O. #: 176395	344118	163.93
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COLLECTION FEES FOR APRIL 2014

EA UFFMAN & ASSOCIATES INC			
Invoice #:	151307	P.O. #:	176395
		344118	183.12
COLLECTIONS FEES FOR MAY 2014			
EA UFFMAN & ASSOCIATES INC			
Invoice #:	151307	P.O. #:	176395
		344118	38.65
COLLECTIONS FEES FOR JUNE 2014			
621700	MAINTENANCE CONTRACTS		220.00
ROBERT J YOUNG COMPANY INC			
Invoice #:	151298	P.O. #:	MANUAL
		344108	220.00
624200	BANK FEES		3,800.06
BANCORPSOUTH CASH MANAGEMENT DIV.			
Invoice #:	150727	P.O. #:	176394
		343533	3,800.06
MONTHLY BANK CHARGES FOR MAY 1, 2014 THRU MAY 31, 2014			
625700	POSTAGE		1,624.18
DMS MAIL MANAGEMENT, INC.			
Invoice #:	150762	P.O. #:	176396
		343570	1,624.18
POSTAGE FOR OPTECH INC-DEPT 811 FOR JUNE 2014			
INVOICE #20143505-537			
626001	TELEPHONE		97.85
TEC OF JACKSON INC			
Invoice #:	151351	P.O. #:	MANUAL
		344161	21.73
CELLULAR SOUTH, INC			
Invoice #:	151407	P.O. #:	MANUAL
		344217	76.12
626002	ELECTRIC		951.88
MS POWER COMPANY			
Invoice #:	151405	P.O. #:	MANUAL
		344215	951.88
626003	WATER		67.58
CITY OF GULFPORT			
Invoice #:	151406	P.O. #:	MANUAL
		344216	67.58

629305	INSURANCE PREMIUMS - PROPER	1,361.00
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CITY OF GULFPORT

Invoice #: 151248	P.O. #: MANUAL	344058	1,361.00
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629310	INSURANCE PREMIUMS - GEN LIA	1,257.00
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CITY OF GULFPORT

Invoice #: 150730	P.O. #: MANUAL	343534	1,257.00
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815	Water Operations and Maintenance	273,166.54
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610400	OFFICE SUPPLIES	37.26
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SAMS CLUB CORP

Invoice #: 150900	P.O. #: 175417	343709	25.64
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BLANKET PURCHASE ORDER FOR OFFICE SUPPLIES FOR MAY THRU JULY 2014.

SAMS CLUB CORP

Invoice #: 150901	P.O. #: 175417	343710	11.62
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BLANKET PURCHASE ORDER FOR OFFICE SUPPLIES FOR MAY THRU JULY 2014.

610700	OPERATING SUPPLIES	1,850.63
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NECAISE LOCKSMITH SERVICE INC

Invoice #: 150513	P.O. #: 171489	343317	11.31
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WATER, SEWER, STREETS & DRAINAGE, PUBLIC WORKS AND TRAFFIC SUPPLIES.

NECAISE LOCKSMITH SERVICE INC

Invoice #: 150514	P.O. #: 171489	343318	3.33
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WATER, SEWER, STREETS & DRAINAGE, PUBLIC WORKS AND TRAFFIC SUPPLIES.

FASTENAL

Invoice #: 150954	P.O. #: 175628	343763	26.59
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BOLTS, MADE TO ORDER, 3/4"-10 X 26", GR 8, W/6" THREADED END. STATE CONTRACT #5-445-22297-12. HARDWARE REQUIRED FOR BRACE APPLICATION ON THE CANAL ROAD PROJECT.

FASTENAL

Invoice #: 150954	P.O. #: 175628	343763	0.37
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ITEM #1136416 NUT, HEX, 3/4" - 10, GR 8

FASTENAL

Invoice #: 150954	P.O. #: 175628	343763	0.32
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ITEM #1133820 WASHER, FLAT, 3/4", SAE, THRU-HARDENED

FASTENAL

Invoice #: 150955	P.O. #: 175628	343764	1,024.61
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BOLTS, MADE TO ORDER, 3/4"-10 X 26", GR 8, W/6" THREADED END. STATE CONTRACT #5-445-22297-12. HARDWARE REQUIRED FOR BRACE APPLICATION ON THE CANAL ROAD PROJECT.

FASTENAL

Invoice #: 150955	P.O. #: 175628	343764	14.06
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ITEM #1136416 NUT, HEX, 3/4" - 10, GR 8

FASTENAL

Invoice #: 150955	P.O. #: 175628	343764	12.53
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ITEM #1133820 WASHER, FLAT, 3/4", SAE, THRU-HARDENED

BRIAN MCDONALD

Invoice #: 151030	P.O. #: 176095	343839	174.29
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REPAIR TO PACKER WACKER (WP1550AW) SER #30034263 ITEM #160 S/D

BRIAN MCDONALD

Invoice #: 151030	P.O. #: 176095	343839	283.22
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REPAIR TO CHOP SAW (TS400) SER #164111185 ITEM #183 W

CINTAS CORP #240

Invoice #: 151284	P.O. #: 176100	344094	300.00
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OPERATIONAL RAGS FOR RESTOCK

611300	MOTOR VEHICLE REPAIRS	2,029.90
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SOUTHERN TIRE MART LLC

Invoice #: 150565	P.O. #: 175868	343369	537.84
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TIRE P/N 425/65R22.5 ID# 7014

TLH ENTERPRISES

Invoice #: 150708	P.O. #: 176325	343514	235.00
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A/C COMPRESSOR P/N C-1247UA ID# 2386

TLH ENTERPRISES

Invoice #: 150708	P.O. #: 176325	343514	511.00
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A/C COMPRESSOR REAR P/N C-1942DL ID# 2386

TLH ENTERPRISES

Invoice #: 150708	P.O. #: 176325	343514	24.00
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DRYER P/N F-52 ID# 2386

TLH ENTERPRISES

Invoice #: 150708	P.O. #: 176325	343514	36.00
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EXPANSION VALVE P/N M-286 ID# 2386

STRIBLING EQUIPMENT INC

Invoice #: 150713	P.O. #: 176323	343520	82.22
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FUEL FILTER P/N RE544394 ID# 9000

STRIBLING EQUIPMENT INC			
Invoice #:	150713	P.O. #:	176323
			343520
			66.00
FUEL FILTER P/N RE541922 ID# 9000			
SOUTHERN TIRE MART LLC			
Invoice #:	150942	P.O. #:	175931
			343750
			537.84
TIRE FRONT P/N 425/65R22.5 ID# 2334			
612200	REPAIRS AND MAINTENANCE		1,795.79
WILLIAM R THURMAN			
Invoice #:	150677	P.O. #:	176318
			343483
			50.00
WELD EAR ON HYD CYLINDER ID# 2699			
JOHNSON DIESEL INC			
Invoice #:	150710	P.O. #:	176332
			343517
			152.50
COOLANT TEMP SWITCH P/N 05146080 ID# 18721			
MOBILE LUMBER & BUILDING MATERIALS INC			
Invoice #:	150712	P.O. #:	175952
			343519
			238.00
TREATED LUMBER P/N 2 X 6 X 16 SHOP USE			
MILLER ICE MACHINE CO			
Invoice #:	150936	P.O. #:	175591
			343744
			262.90
CASE OF 10 INCH 40 COARSE FILTERS INCLUDING FREIGHT CHARGES.			
TEST CALIBRATION CO INC			
Invoice #:	150947	P.O. #:	175551
			343756
			-300.00
TEST CALIBRATION CO INC			
Invoice #:	150948	P.O. #:	175551
			343757
			1,302.56
FUEL INJECTOR P/N BM97538R ID# 18722			
TEST CALIBRATION CO INC			
Invoice #:	150948	P.O. #:	175551
			343757
			39.29
INJECTOR GASKETS P/N 3054841 ID# 18722			
TEST CALIBRATION CO INC			
Invoice #:	150948	P.O. #:	175551
			343757
			50.54
INJECTORS GASKETS P/N 3017750 ID# 18722			
612500	UNIFORMS		52.99
CINTAS CORP #240			
Invoice #:	151029	P.O. #:	175660
			343838
			52.99
ITEM #60862 MEDIUM HIGH VISIBILITY JACKET -ANSI CLASS3; LEFT CHEST WITH GULFPORT LOGO			
614000	GASOLINE, OIL, GREASE		8,018.33

WARING OIL CO			
Invoice #:	150957	P.O. #:	176241
			343766
			4,591.33
DIESEL (ON FUEL)			
WARING OIL CO			
Invoice #:	150957	P.O. #:	176241
			343766
			3,427.00
UNLEADED (ETHANOL FREE)			
614300	SHELLS, GRAVEL, SAND		16,325.41
LAND SHAPER INC			
Invoice #:	150721	P.O. #:	176090
			343528
			7,400.00
ASTM-610 LIMESTONE FOR THE ARROWHEAD DRIVE PROJECT -BID GROUP C1, C			
LAND SHAPER INC			
Invoice #:	150721	P.O. #:	176090
			343528
			1,000.00
FILL SAND (DRY)			
LAND SHAPER INC			
Invoice #:	150973	P.O. #:	175858
			343780
			7,770.00
LIMESTONE ASTM-610 FOR STOCK BID GROUP C1			
RAM TOOL & SUPPLY CO			
Invoice #:	151023	P.O. #:	176364
			343832
			155.41
80LB CONCRETE MIX QUI-80 ITEM #10			
616400	WATERWELL SUPPLIES		2,582.98
CHANCELLOR SUPPLY, INC			
Invoice #:	150546	P.O. #:	173549
			343350
			2.88
BLANKET PO FOR WATERLINE SUPPLIES FEBRUARY-MARCH 2014			
CHANCELLOR SUPPLY, INC			
Invoice #:	150547	P.O. #:	173549
			343351
			36.04
BLANKET PO FOR WATERLINE SUPPLIES FEBRUARY-MARCH 2014			
CHANCELLOR SUPPLY, INC			
Invoice #:	150548	P.O. #:	173549
			343352
			4.77
BLANKET PO FOR WATERLINE SUPPLIES FEBRUARY-MARCH 2014			
CHANCELLOR SUPPLY, INC			
Invoice #:	150943	P.O. #:	176151
			343751
			1,557.00
CABLES, SPECIAL LOAD TEST TO REPLACE WORN CABLES ON ID 18793 LOAD BANK UNIT FOR TESTING GENERATOR CAPACITY AND PERFORMANCE			
HD SUPPLY FACILITIES MAINTENANCE LTD			
Invoice #:	151326	P.O. #:	175666
			344136
			265.29
ITEM #55003 ASCO SOLENOID (NORMALLY OPEN) REQUIRED FOR MAINTENANCE OF WATER WELLS.			

HD SUPPLY FACILITIES MAINTENANCE LTD

Invoice #: 151327

P.O. #: 175666

344137

717.00

ITEM #55003 ASCO SOLENOID (NORMALLY OPEN) REQUIRED FOR MAINTENANCE OF WATER WELLS.

616700 WATERLINE SUPPLIES

20,860.96

CENTRAL PIPE & SUPPLY CO

Invoice #: 150553

P.O. #: 176106

343357

182.00

TEE, 12" X 8", MJ, CAST IRON FOR ARROWHEAD DRIVE PROJECT 8103010 -BID GROUP J1

CENTRAL PIPE & SUPPLY CO

Invoice #: 150553

P.O. #: 176106

343357

288.30

TEE, 8" X 6", MJ, CAST IRON
8157059

CENTRAL PIPE & SUPPLY CO

Invoice #: 150553

P.O. #: 176106

343357

115.00

TEE, 8" X 8", MJ CAST IRON
8157033

CENTRAL PIPE & SUPPLY CO

Invoice #: 150553

P.O. #: 176106

343357

204.00

ELBOW, 45 DEG, 8", MJ CAST IRON
8157017

CENTRAL PIPE & SUPPLY CO

Invoice #: 150553

P.O. #: 176106

343357

64.37

ELBOW, 22 DEG, 8", MJ CAST IRON
8157013

CENTRAL PIPE & SUPPLY CO

Invoice #: 150554

P.O. #: 176092

343358

412.00

PVC PRESSURE PIPE C-900 6" FOR THE ARROWHEAD DRIVE PROJECT - BID GROUP J1

CENTRAL PIPE & SUPPLY CO

Invoice #: 150554

P.O. #: 176092

343358

14,280.00

PVC PRESSURE PIPE C-900 8"

LOWES OF GULFPORT MS 466

Invoice #: 150885

P.O. #: 175590

343694

20.00

ITEM #13561 INSULATION, FIBERGLASS, R-30 MATERIALS TO COMPLETE ELECTRICAL OFFICE AND STORAGE.

LOWES OF GULFPORT MS 466

Invoice #: 150886

P.O. #: 175590

343695

20.00

ITEM #13561 INSULATION, FIBERGLASS, R-30 MATERIALS TO COMPLETE ELECTRICAL OFFICE AND STORAGE.

LOWES OF GULFPORT MS 466

Invoice #: 150887

P.O. #: 175590

343696

20.00

ITEM #13561 INSULATION, FIBERGLASS, R-30 MATERIALS TO COMPLETE ELECTRICAL OFFICE AND STORAGE.

MS UTILITY SUPPLY

Invoice #: 150958

P.O. #: 176105

343767

3,498.00

GATE VALVE, 8", MJ FOR ARROWHEAD DRIVE PROJECT
-BID GROUP J1 8157105

MS UTILITY SUPPLY

Invoice #: 150958	P.O. #: 176105	343767	1,101.00
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GATE VALVE, 6", MJ 8157104

MS UTILITY SUPPLY

Invoice #: 150958	P.O. #: 176105	343767	162.00
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RETAINER (MEGALUG DESIGN) 6" W/ACCESSORIES 8157008

LOWES OF GULFPORT MS 466

Invoice #: 151191	P.O. #: 172813	344001	13.03
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BLANKET PO FOR WATERLINE, LIFTSTATION, TRAFFIC, ENGINEERING, STREETS AND DRAINAGE SUPPLIES NOT BE USED FOR MAJOR PROJECTS.

ALTON L MCCAFFREY

Invoice #: 151274	P.O. #: 173548	344084	189.43
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BLANKET PO FOR WATERLINE LINES FROM FEBRUARY - MARCH 2014.

ALTON L MCCAFFREY

Invoice #: 151275	P.O. #: 173548	344085	288.30
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BLANKET PO FOR WATERLINE LINES FROM FEBRUARY - MARCH 2014.

LOWES OF GULFPORT MS 466

Invoice #: 151381	P.O. #: 172813	344191	3.53
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BLANKET PO FOR WATERLINE, LIFTSTATION, TRAFFIC, ENGINEERING, STREETS AND DRAINAGE SUPPLIES NOT BE USED FOR MAJOR PROJECTS.

620900 CONTRACTUAL FEES 6,916.78**AUTOMATION PERSONNEL SERVICES, INC.**

Invoice #: 150648	P.O. #: 176298	343454	400.90
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TEMPORARY WORKER RICHARD TURNBOUGH WEEK ENDING 06/22/14 (40 HOURS) INVOICE #402945

AUTOMATION PERSONNEL SERVICES, INC.

Invoice #: 150648	P.O. #: 176298	343454	120.27
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OVERTIME RICHARD TURNBOUGH WEEK ENDING 6/22/14

AUTOMATION PERSONNEL SERVICES, INC.

Invoice #: 150649	P.O. #: 176298	343455	45.33
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TEMPORARY WORKER RICHARD TURNBOUGH WEEK ENDING 06/22/14 (40 HOURS) INVOICE #402945

AUTOMATION PERSONNEL SERVICES, INC.

Invoice #: 150649	P.O. #: 176298	343455	13.60
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OVERTIME RICHARD TURNBOUGH WEEK ENDING 6/22/14

AUTOMATION PERSONNEL SERVICES, INC.

Invoice #: 150650	P.O. #: 176298	343456	15.88
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TEMPORARY WORKER RICHARD TURNBOUGH WEEK ENDING 06/22/14 (40 HOURS) INVOICE #402945

AUTOMATION PERSONNEL SERVICES, INC.

Invoice #: 150650	P.O. #: 176298	343456	4.76
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OVERTIME RICHARD TURNBOUGH WEEK ENDING 6/22/14

AUTOMATION PERSONNEL SERVICES, INC.

Invoice #: 150651	P.O. #: 176298	343457	377.89
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TEMPORARY WORKER RICHARD TURNBOUGH WEEK ENDING 06/22/14 (40 HOURS) INVOICE #402945

AUTOMATION PERSONNEL SERVICES, INC.

Invoice #: 150651	P.O. #: 176298	343457	113.37
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OVERTIME RICHARD TURNBOUGH WEEK ENDING 6/22/14

EXPRESS SERVICE INC

Invoice #: 150971	P.O. #: 176406	343782	289.60
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TEMPORARY WORKER AT DPW, ASS'T LAND SURVEYOR; CROPPER, RHETT WEEK ENDING 06/29/14 (40 HOURS) INVOICE #14324300-4

EXPRESS SERVICE INC

Invoice #: 150971	P.O. #: 176406	343782	289.60
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TEMPORARY WORKER AT DPW, ASS'T LAND SURVEYOR; DAVID CROPPER; WEEK ENDING 06-01-14; INV. #14179364-6

EXPRESS SERVICE INC

Invoice #: 150971	P.O. #: 176406	343782	289.60
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TEMPORARY WORKER AT DPW, ASS'T LAND SURVEYOR; DAVID CROPPER; WEEK ENDING 05/11/14; INV. #14085818-4

EXPRESS SERVICE INC

Invoice #: 150971	P.O. #: 176406	343782	289.60
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TEMPORARY WORKER RHETT CROPPER -ASS'T LAND SURVEYOR FOR DPW; WEEKEND ENDING 04-27-14; INV. #14019942-3

EXPRESS SERVICE INC

Invoice #: 150972	P.O. #: 176406	343783	231.68
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TEMPORARY WORKER AT DPW, ASS'T LAND SURVEYOR; CROPPER, RHETT WEEK ENDING 06/29/14 (40 HOURS) INVOICE #14324300-4

EXPRESS SERVICE INC

Invoice #: 150972	P.O. #: 176406	343783	231.68
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TEMPORARY WORKER AT DPW, ASS'T LAND SURVEYOR; DAVID CROPPER; WEEK ENDING 06-01-14; INV. #14179364-6

EXPRESS SERVICE INC

Invoice #: 150972	P.O. #: 176406	343783	231.68
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TEMPORARY WORKER AT DPW, ASS'T LAND SURVEYOR; DAVID CROPPER; WEEK ENDING 05/11/14; INV. #14085818-4

EXPRESS SERVICE INC

Invoice #: 150972	P.O. #: 176406	343783	231.68
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TEMPORARY WORKER RHETT CROPPER -ASS'T LAND SURVEYOR FOR DPW; WEEKEND ENDING 04-27-14; INV. #14019942-3

EXPRESS SERVICE INC

Invoice #: 150974	P.O. #: 176406	343784	289.60
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TEMPORARY WORKER AT DPW, ASS'T LAND SURVEYOR; CROPPER, RHETT WEEK ENDING 06/29/14 (40 HOURS) INVOICE #14324300-4

EXPRESS SERVICE INC

Invoice #: 150974	P.O. #: 176406	343784	289.60
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TEMPORARY WORKER AT DPW, ASS'T LAND SURVEYOR; DAVID CROPPER; WEEK ENDING 06-01-14; INV. #14179364-6

EXPRESS SERVICE INC

Invoice #: 150974	P.O. #: 176406	343784	289.60
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TEMPORARY WORKER AT DPW, ASS'T LAND SURVEYOR; DAVID CROPPER; WEEK ENDING 05/11/14; INV. #14085818-4

EXPRESS SERVICE INC

Invoice #: 150974	P.O. #: 176406	343784	289.60
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TEMPORARY WORKER RHETT CROPPER -ASS'T LAND SURVEYOR FOR DPW; WEEKEND
ENDING 04-27-14; INV. #14019942-3

EXPRESS SERVICE INC

Invoice #: 150975	P.O. #: 176406	343785	289.60
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TEMPORARY WORKER AT DPW, ASS'T LAND SURVEYOR; CROPPER, RHETT WEEK ENDING
06/29/14 (40 HOURS) INVOICE #14324300-4

EXPRESS SERVICE INC

Invoice #: 150975	P.O. #: 176406	343785	289.60
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TEMPORARY WORKER AT DPW, ASS'T LAND SURVEYOR; DAVID CROPPER; WEEK ENDING
06-01-14; INV. #14179364-6

EXPRESS SERVICE INC

Invoice #: 150975	P.O. #: 176406	343785	289.60
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TEMPORARY WORKER AT DPW, ASS'T LAND SURVEYOR; DAVID CROPPER; WEEK ENDING
05/11/14; INV. #14085818-4

EXPRESS SERVICE INC

Invoice #: 150975	P.O. #: 176406	343785	289.60
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TEMPORARY WORKER RHETT CROPPER -ASS'T LAND SURVEYOR FOR DPW; WEEKEND
ENDING 04-27-14; INV. #14019942-3

AUTOMATION PERSONNEL SERVICES, INC.

Invoice #: 150977	P.O. #: 176407	343786	315.56
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TEMPORARY WORKER RICHARD TURNBOUGH-LABORER WEEK ENDING 06/29/14 (40 HOURS)
INVOICE #44085

AUTOMATION PERSONNEL SERVICES, INC.

Invoice #: 150978	P.O. #: 176407	343787	383.92
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TEMPORARY WORKER RICHARD TURNBOUGH-LABORER WEEK ENDING 06/29/14 (40 HOURS)
INVOICE #44085

AUTOMATION PERSONNEL SERVICES, INC.

Invoice #: 150979	P.O. #: 176407	343788	140.52
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TEMPORARY WORKER RICHARD TURNBOUGH-LABORER WEEK ENDING 06/29/14 (40 HOURS)
INVOICE #44085

HARRISON COUNTY EMERGENCY

Invoice #: 151236	P.O. #: MANUAL	344046	429.11
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ADVANCED DISPOSALSERVICES GULF COAST LLC

Invoice #: 151429	P.O. #: MANUAL	344240	77.50
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ADVANCED DISPOSALSERVICES GULF COAST LLC

Invoice #: 151430	P.O. #: MANUAL	344241	76.25
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621800 PRIVATIZATION CONTRACT**146,310.95**

UTILITY PARTNERS, LLC

Invoice #: 150940	P.O. #: 176379	343747	146,310.95
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(W&S) PAY APPLICATION #33 FOR SERVICES PERFORMED 06-01-2014 THRU 06-30-2014;
\$308,497.31; AS APPROVED BY CITY COUNCIL 09/20/11 LESS 5% RETAINAGE -\$15,424.8796 ;
LESS VEHICLE AND MILEAGE -\$450.55 INVOICE #2014-

626001 TELEPHONE**392.70**

TEC OF JACKSON INC

Invoice #: 151351

P.O. #: MANUAL

344161

27.42

A T & T

Invoice #: 151397

P.O. #: MANUAL

344207

212.89

CELLULAR SOUTH, INC

Invoice #: 151407

P.O. #: MANUAL

344217

73.19

SOUTHERN LINC

Invoice #: 151428

P.O. #: MANUAL

344239

79.20

626002 ELECTRIC**55,439.31**

JOHNSON CONTROLS INC

Invoice #: 150866

P.O. #: 176375

343675

1,583.13

MEASUREMENT & VERIFICATION SYSTEM FOR ENERGY EFFICIENCY PERFORMANCE
CONTRACTING PROJECT APPROVED 8/23/10. -FOR SERVICE PERIOD 06/01/14 TO 8/31/14
INV#00072999707

COAST ELECTRIC POWER ASSOC

Invoice #: 151379

P.O. #: MANUAL

344189

8,197.85

MS POWER COMPANY

Invoice #: 151380

P.O. #: MANUAL

344190

1,451.53

MS POWER COMPANY

Invoice #: 151382

P.O. #: MANUAL

344192

8,621.87

MS POWER COMPANY

Invoice #: 151399

P.O. #: MANUAL

344209

33,947.78

MS POWER COMPANY

Invoice #: 151405

P.O. #: MANUAL

344215

1,637.15

629305 INSURANCE PREMIUMS - PROPER**6,285.00**

CITY OF GULFPORT

Invoice #: 151248

P.O. #: MANUAL

344058

6,285.00

629310	INSURANCE PREMIUMS - GEN LIA	1,301.00
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CITY OF GULFPORT

Invoice #: 150730	P.O. #: MANUAL	343534	1,301.00
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630300	MACHINERY	2,966.55
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BANCORPSOUTH EQUIPMENT FINANCE

Invoice #: 150550	P.O. #: 171891	343354	1,526.75
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2-13 MONTHLY LEASE PAYMENT SFOR JOHN DEERE 310SK RUBBER TIRED BACKHOE AS
APPROVED BY CITY COUNCIL ON 04-02-2013; CONTRACT #002-0070760-001

UNIVEST CAPITAL INC

Invoice #: 150891	P.O. #: 176421	343700	1,439.80
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PAYMENT #11 OF 36 ON (1) 8' THOMPSON TRASH PUMP.

825	Sewer Operations and Maintenance	180,115.88
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602700	WORKERS COMP	204.00
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CITY OF GULFPORT

Invoice #: 151237	P.O. #: MANUAL	344047	204.00
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610100	CLEANING AND JANITORIAL	736.73
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BONDS SERVICES, INC

Invoice #: 150647	P.O. #: 176296	343453	736.73
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JANITORIAL SERVICES FOR JUNE FOR HARDY BUILDING-JOSEPH T JONES BLDG-FITNESS
CENTER-CITY HALL-RECORDS-MUNICIPAL COURT-PUBLIC WORKS

610400	OFFICE SUPPLIES	37.26
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SAMS CLUB CORP

Invoice #: 150900	P.O. #: 175417	343709	25.64
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BLANKET PURCHASE ORDER FOR OFFICE SUPPLIES FOR MAY THRU JULY 2014.

SAMS CLUB CORP

Invoice #: 150901	P.O. #: 175417	343710	11.62
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BLANKET PURCHASE ORDER FOR OFFICE SUPPLIES FOR MAY THRU JULY 2014.

610700	OPERATING SUPPLIES	517.24
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NECAISE LOCKSMITH SERVICE INC

Invoice #: 150513	P.O. #: 171489	343317	11.31
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WATER, SEWER, STREETS & DRAINAGE, PUBLIC WORKS AND TRAFFIC SUPPLIES.

NECAISE LOCKSMITH SERVICE INC

Invoice #: 150514

P.O. #: 171489

343318

3.33

WATER, SEWER, STREETS & DRAINAGE, PUBLIC WORKS AND TRAFFIC SUPPLIES.

LOWES OF GULFPORT MS 466

Invoice #: 151191

P.O. #: 172813

344001

21.72

BLANKET PO FOR WATERLINE, LIFTSTATION, TRAFFIC, ENGINEERING, STREETS AND DRAINAGE SUPPLIES NOT BE USED FOR MAJOR PROJECTS.

CINTAS CORP #240

Invoice #: 151284

P.O. #: 176100

344094

300.00

OPERATIONAL RAGS FOR RESTOCK

RUBBER & SPECIALTIES INC

Invoice #: 151328

P.O. #: 176248

344138

175.00

MADE TO ORDER HOSE RED RUBBER 1" X 50' REPLACEMENT HOSE FOR LIFTSTATION MAINTENANCE

LOWES OF GULFPORT MS 466

Invoice #: 151381

P.O. #: 172813

344191

5.88

BLANKET PO FOR WATERLINE, LIFTSTATION, TRAFFIC, ENGINEERING, STREETS AND DRAINAGE SUPPLIES NOT BE USED FOR MAJOR PROJECTS.

612200 REPAIRS AND MAINTENANCE**15.75**

RAMONA ERVIN

Invoice #: 150769

P.O. #: 176272

343577

15.75

SEWER OPERATIONS: REPAIR PART

614000 GASOLINE, OIL, GREASE**8,018.34**

WARING OIL CO

Invoice #: 150957

P.O. #: 176241

343766

4,591.34

DIESEL (ON FUEL)

WARING OIL CO

Invoice #: 150957

P.O. #: 176241

343766

3,427.00

UNLEADED (ETHANOL FREE)

615800 LIFT STATION SUPPLIES**4,171.11**

BANCORP SOUTH BANK

Invoice #: 150926

P.O. #: 176434

343735

139.96

WILDGAME INNOVATION BLADE 4.0MP GAME CAMERA FOR THE LIFT STATIONS TO AID IN THEFT PREVENTION AND IDENTIFICATION

BANCORP SOUTH BANK

Invoice #: 150926

P.O. #: 176434

343735

519.96

MOULTRIE M-550 INFREARED DIGITAL GAME CAMERA TO ASSIST IN THEFT PREVENTION AND IDENTIFICATION AT LIFTS STATIONS

BANCORP SOUTH BANK

Invoice #: 150926

P.O. #: 176434

343735

69.99

MOULTRIE A-5 GAMING CAMERA

CHANCELLOR SUPPLY, INC

Invoice #: 150943	P.O. #: 176151	343751	1,557.00
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CABLES, SPECIAL LOAD TEST TO REPLACE WORN CABLES ON ID 18793 LOAD BANK UNIT
FOR TESTING GENERATOR CAPACITY AND PERFORMANCE

CENTRAL PIPE & SUPPLY CO

Invoice #: 151031	P.O. #: 175738	343840	194.68
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8' X 6' FLANGE REDUCER ITEM #85250

CENTRAL PIPE & SUPPLY CO

Invoice #: 151031	P.O. #: 175738	343840	105.88
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8" X 2" TAPPED FLANGE FOR AIR VALVES AT L/STATION ITEM #97050

CENTRAL PIPE & SUPPLY CO

Invoice #: 151031	P.O. #: 175738	343840	85.39
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6" X 2" TAPPED FLANGE ITEM #96850

CENTRAL PIPE & SUPPLY CO

Invoice #: 151031	P.O. #: 175738	343840	18.96
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2" PLUGE ITEM #361450

CENTRAL PIPE & SUPPLY CO

Invoice #: 151031	P.O. #: 175738	343840	140.89
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2" X 36" S/S NIPPLE FOR AIR VALVES AT RIVER RD

CENTRAL PIPE & SUPPLY CO

Invoice #: 151031	P.O. #: 175738	343840	327.89
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8" X 10" DI FLANGE CONC REDUCER FOR WEST NORTH GULFPORT L/STATION

CENTRAL PIPE & SUPPLY CO

Invoice #: 151031	P.O. #: 175738	343840	90.51
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10" BLANK FLANGE FOR WEST NORTH GULFPORT L/STATION

CENTRAL PIPE & SUPPLY CO

Invoice #: 151032	P.O. #: 175738	343841	33.32
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8' X 6' FLANGE REDUCER ITEM #85250

CENTRAL PIPE & SUPPLY CO

Invoice #: 151032	P.O. #: 175738	343841	18.12
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8" X 2" TAPPED FLANGE FOR AIR VALVES AT L/STATION ITEM #97050

CENTRAL PIPE & SUPPLY CO

Invoice #: 151032	P.O. #: 175738	343841	14.61
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6" X 2" TAPPED FLANGE ITEM #96850

CENTRAL PIPE & SUPPLY CO

Invoice #: 151032	P.O. #: 175738	343841	3.24
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2" PLUGE ITEM #361450

CENTRAL PIPE & SUPPLY CO

Invoice #: 151032	P.O. #: 175738	343841	24.11
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2" X 36" S/S NIPPLE FOR AIR VALVES AT RIVER RD

CENTRAL PIPE & SUPPLY CO

Invoice #: 151032	P.O. #: 175738	343841	56.11
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8" X 10" DI FLANGE CONC REDUCER FOR WEST NORTH GULFPORT L/STATION

CENTRAL PIPE & SUPPLY CO

Invoice #: 151032	P.O. #: 175738	343841	15.49
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10" BLANK FLANGE FOR WEST NORTH GULFPORT L/STATION

NECAISE LOCKSMITH SERVICE INC

Invoice #: 151308	P.O. #: 174995	344115	287.00
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3070 CP18A60 FLUSH HM DOOR-STL LMO- FILL EDGE
BB31 4.5 X 4.5 US 32D HINGES INCLUDED**ALTON L MCCAFFREY**

Invoice #: 151310	P.O. #: 176235	344120	468.00
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COMBINATION LOCKS FOR LIFT STATION

616100 SEWERLINE SUPPLIES 915.15**ROSSKOPF ELECTRIC CO INC**

Invoice #: 150512	P.O. #: 175011	343316	579.45
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SEWERLINE SUPPLIES

ALTON L MCCAFFREY

Invoice #: 151271	P.O. #: 173548	344081	85.47
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SEWERLINE SUPPLIES

ALTON L MCCAFFREY

Invoice #: 151272	P.O. #: 173548	344082	124.71
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SEWERLINE SUPPLIES

ALTON L MCCAFFREY

Invoice #: 151273	P.O. #: 173548	344083	125.52
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SEWERLINE SUPPLIES

620900 CONTRACTUAL FEES 3,819.92**BONDS SERVICES, INC**

Invoice #: 150647	P.O. #: 176296	343453	763.27
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JANITORIAL SERVICES FOR JUNE FOR HARDY BUILDING-JOSEPH T JONES BLDG-FITNESS
CENTER-CITY HALL-RECORDS-MUNICIPAL COURT-PUBLIC WORKS**GEOPHYSICAL SURVEY SYSTEMS, INC**

Invoice #: 150952	P.O. #: 176246	343761	253.97
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REPAIRS TO SIR-3000 SER #1618 MODEL DC-300/1100

HARRISON COUNTY EMERGENCY

Invoice #: 151236	P.O. #: MANUAL	344046	382.58
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COASTAL DUST CONTROL			
Invoice #:	151240	P.O. #:	MANUAL 344050 31.80
COASTAL DUST CONTROL			
Invoice #:	151264	P.O. #:	MANUAL 344074 31.80
COASTAL DUST CONTROL			
Invoice #:	151266	P.O. #:	MANUAL 344076 31.80
COASTAL DUST CONTROL			
Invoice #:	151267	P.O. #:	MANUAL 344077 31.80
ADVANCED DISPOSALSERVICES GULF COAST LLC			
Invoice #:	151431	P.O. #:	MANUAL 344242 2,292.90
621800	PRIVATIZATION CONTRACT		146,310.94
UTILITY PARTNERS, LLC			
Invoice #:	150940	P.O. #:	176379 343747 146,310.94
(W&S) PAY APPLICATION #33 FOR SERVICES PERFORMED 06-01-2014 THRU 06-30-2014; \$308,497.31; AS APPROVED BY CITY COUNCIL 09/20/11 LESS 5% RETAINAGE -\$15,424.8796 ; LESS VEHICLE AND MILEAGE -\$450.55 INVOICE #2014-			
626001	TELEPHONE		89.78
CELLULAR SOUTH, INC			
Invoice #:	151407	P.O. #:	MANUAL 344217 89.78
626002	ELECTRIC		2,194.03
JOHNSON CONTROLS INC			
Invoice #:	150866	P.O. #:	176375 343675 1,583.11
MEASUREMENT & VERIFICATION SYSTEM FOR ENERGY EFFICIENCY PERFORMANCE CONTRACTING PROJECT APPROVED 8/23/10. -FOR SERVICE PERIOD 06/01/14 TO 8/31/14 INV#00072999707			
COAST ELECTRIC POWER ASSOC			
Invoice #:	151379	P.O. #:	MANUAL 344189 298.24
MS POWER COMPANY			
Invoice #:	151380	P.O. #:	MANUAL 344190 312.68
626003	WATER		53.90

CITY OF GULFPORT

Invoice #: 151406

P.O. #: MANUAL

344216

53.90

629305 INSURANCE PREMIUMS - PROPER 4,191.00

CITY OF GULFPORT

Invoice #: 151248

P.O. #: MANUAL

344058

4,191.00

629310 INSURANCE PREMIUMS - GEN LIA 377.00

CITY OF GULFPORT

Invoice #: 150730

P.O. #: MANUAL

343534

377.00

630300 MACHINERY 8,463.73

DAIMLER INVESTMENTS US CORPORATION

Invoice #: 150551

P.O. #: 171357

343355

2,625.33

FY 2014 - PAYMENTS NO. 2 THRU 13 OF 48 LEASE PAYMENTS FOR TANDEM AXLE DUMP TRUCK-2014 FREIGHTLINER, 114SD, AS APPROVED BY CITY COUNCIL ON 04-02-2013.

BANCORPSOUTH EQUIPMENT FINANCE

Invoice #: 150883

P.O. #: 176420

343692

3,901.46

PAYMENT #7 OF MONTHLY LEASE AGREEMENT FOR TAIL SWING CRAWLER EXCAVATOR; CONTRACT #002-0070760-002; COUNCIL APPROVAL ON 5/22/13.

UNIVEST CAPITAL INC

Invoice #: 150891

P.O. #: 176421

343700

1,936.94

PRINCIPAL AND INTEREST PAYMENT #11 OF 36 ON (2) 6' THOMPSON TRASH PUMPS. INVOICE #8231010514. COUNCIL APPROVAL 5/22/13

849 Water and Sewer Projects 1,808.27**621300 LEGAL FEES 1,003.27****81522 UTILITY ACQUISITION 1,003.27**

GARY E WHITE ATTORNEY PA

Invoice #: 151219

P.O. #: 176449

344029

417.00

ATTORNEYS FEES RE UTILITIES ACQUISITION - DEDEAUX UTILITIES APPEAL WORK, STATEMENT NO. 2196, DATED JUNE 6, 2014.

GARY E WHITE ATTORNEY PA

Invoice #: 151219

P.O. #: 176449

344029

181.14

ATTORNEYS FEES RE UTILITIES ACQUISITION - LYMAN UTILITIES, STATEMENT NO. 2197, DATED JUNE 6, 2014.

GARY E WHITE ATTORNEY PA

Invoice #: 151219

P.O. #: 176449

344029

17.73

ATTORNEYS FEES RE UTILITIES ACQUISITION - DEDEAUX UTILITIES APPEAL WORK, STATEMENT NO. 2221, DATED JULY 1, 2014.

GARY E WHITE ATTORNEY PA			
Invoice #: 151219	P.O. #: 176449	344029	30.94
ATTORNEYS FEES RE UTILITIES ACQUISITION - LYMAN UTILITIES , STATEMENT NO. 2221, DATED JULY 1, 2014.			
GARY E WHITE ATTORNEY PA			
Invoice #: 151220	P.O. #: 176449	344030	181.14
ATTORNEYS FEES RE UTILITIES ACQUISITION - DEDEAUX UTILITIES APPEAL WORK, STATEMENT NO. 2196, DATED JUNE 6, 2014.			
GARY E WHITE ATTORNEY PA			
Invoice #: 151220	P.O. #: 176449	344030	78.68
ATTORNEYS FEES RE UTILITIES ACQUISITION - LYMAN UTILITIES , STATEMENT NO. 2197, DATED JUNE 6, 2014.			
GARY E WHITE ATTORNEY PA			
Invoice #: 151220	P.O. #: 176449	344030	7.70
ATTORNEYS FEES RE UTILITIES ACQUISITION - DEDEAUX UTILITIES APPEAL WORK, STATEMENT NO. 2221, DATED JULY 1, 2014.			
GARY E WHITE ATTORNEY PA			
Invoice #: 151220	P.O. #: 176449	344030	13.44
ATTORNEYS FEES RE UTILITIES ACQUISITION - LYMAN UTILITIES , STATEMENT NO. 2221, DATED JULY 1, 2014.			
GARY E WHITE ATTORNEY PA			
Invoice #: 151221	P.O. #: 176449	344031	17.73
ATTORNEYS FEES RE UTILITIES ACQUISITION - DEDEAUX UTILITIES APPEAL WORK, STATEMENT NO. 2196, DATED JUNE 6, 2014.			
GARY E WHITE ATTORNEY PA			
Invoice #: 151221	P.O. #: 176449	344031	7.70
ATTORNEYS FEES RE UTILITIES ACQUISITION - LYMAN UTILITIES , STATEMENT NO. 2197, DATED JUNE 6, 2014.			
GARY E WHITE ATTORNEY PA			
Invoice #: 151221	P.O. #: 176449	344031	0.75
ATTORNEYS FEES RE UTILITIES ACQUISITION - DEDEAUX UTILITIES APPEAL WORK, STATEMENT NO. 2221, DATED JULY 1, 2014.			
GARY E WHITE ATTORNEY PA			
Invoice #: 151221	P.O. #: 176449	344031	1.32
ATTORNEYS FEES RE UTILITIES ACQUISITION - LYMAN UTILITIES , STATEMENT NO. 2221, DATED JULY 1, 2014.			
GARY E WHITE ATTORNEY PA			
Invoice #: 151222	P.O. #: 176449	344032	30.95
ATTORNEYS FEES RE UTILITIES ACQUISITION - DEDEAUX UTILITIES APPEAL WORK, STATEMENT NO. 2196, DATED JUNE 6, 2014.			
GARY E WHITE ATTORNEY PA			
Invoice #: 151222	P.O. #: 176449	344032	13.44
ATTORNEYS FEES RE UTILITIES ACQUISITION - LYMAN UTILITIES , STATEMENT NO. 2197, DATED JUNE 6, 2014.			
GARY E WHITE ATTORNEY PA			
Invoice #: 151222	P.O. #: 176449	344032	1.32
ATTORNEYS FEES RE UTILITIES ACQUISITION - DEDEAUX UTILITIES APPEAL WORK, STATEMENT NO. 2221, DATED JULY 1, 2014.			
GARY E WHITE ATTORNEY PA			
Invoice #: 151222	P.O. #: 176449	344032	2.29
ATTORNEYS FEES RE UTILITIES ACQUISITION - LYMAN UTILITIES , STATEMENT NO. 2221, DATED JULY 1, 2014.			

640100	CAPITAL PROJECTS	805.00
82562		805.00
GARNER RUSSELL & ASSOC		
Invoice #: 150509	P.O. #: 172598	343313 805.00
W/A - 2013-03 - PROVIDE PRELIMIARY & FINAL DESIGN PHASE ENGINEERING SERICES, INCLUDIN SURVEYING AND PERMITTING FOR CONSTRUCTION OF A WATER DISTRIBUTIONMAIN (8 INCH NOMINAL DIAMETER) ACROSS BERNARD BAYOU BY DIRE		
911	Employees' Group Health and Life Fund	19,498.67
622100	PROFESSIONAL FEES	12,101.41
MEDICAL ANALYSIS LLC		
Invoice #: 151262	P.O. #: MANUAL	344072 9,700.00
FIVE POINTS ICT INC		
Invoice #: 151277	P.O. #: MANUAL	344087 2,401.41
624100	ADMINISTRATIVE FEE	2,166.00
UNITED STATES TREASURY		
Invoice #: 150924	P.O. #: MANUAL	343733 2,166.00
624200	BANK FEES	163.76
BANCORPSOUTH CASH MANAGEMENT DIV.		
Invoice #: 150727	P.O. #: 176394	343533 163.76
MONTHLY BANK CHARGES FOR MAY 1, 2014 THRU MAY 31, 2014		
628600	INSURANCE PREMIUM - VISION	5,067.50
VISION SERVICE PLAN INSURANCE CO		
Invoice #: 151319	P.O. #: 176466	344129 5,067.50
JULY 2014 BILLING FOR VSP (EMPLOYEE VISION PLAN) ACCOUNT NUMBER: 12 332 163 0001 GROUP NAME: CITY OF GULFPORT		
915	General Liability\ Worker's Comp Fund	7,131.46
621300	LEGAL FEES	2,698.36
DUKES DUKES KEATING & FANECATTY		
Invoice #: 151363	P.O. #: 158089	344173 901.50
PROVIDE LEGAL SERVICE FOR DEFENSE OF WORKER'S COMPENSATION CLAIMS AS APPROVED BY COUNCIL ON 2/22/11. JOB FILES TO BE ADMINISTERED BY HUMAN RESOURCES.		

DUKES DUKES KEATING & FANCA ATTY

Invoice #: 151364 **P.O. #:** 158089 344174 210.10

PROVIDE LEGAL SERVICE FOR DEFENSE OF WORKER'S COMPENSATION CLAIMS AS APPROVED BY COUNCIL ON 2/22/11. JOB FILES TO BE ADMINISTERED BY HUMAN RESOURCES.

DUKES DUKES KEATING & FANCA ATTY

Invoice #: 151365 **P.O. #:** 158089 344175 524.90

PROVIDE LEGAL SERVICE FOR DEFENSE OF WORKER'S COMPENSATION CLAIMS AS APPROVED BY COUNCIL ON 2/22/11. JOB FILES TO BE ADMINISTERED BY HUMAN RESOURCES.

DUKES DUKES KEATING & FANCA ATTY

Invoice #: 151366 **P.O. #:** 158089 344176 12.38

PROVIDE LEGAL SERVICE FOR DEFENSE OF WORKER'S COMPENSATION CLAIMS AS APPROVED BY COUNCIL ON 2/22/11. JOB FILES TO BE ADMINISTERED BY HUMAN RESOURCES.

DUKES DUKES KEATING & FANCA ATTY

Invoice #: 151367 **P.O. #:** 158089 344177 66.50

PROVIDE LEGAL SERVICE FOR DEFENSE OF WORKER'S COMPENSATION CLAIMS AS APPROVED BY COUNCIL ON 2/22/11. JOB FILES TO BE ADMINISTERED BY HUMAN RESOURCES.

DUKES DUKES KEATING & FANCA ATTY

Invoice #: 151368 **P.O. #:** 158089 344178 982.98

PROVIDE LEGAL SERVICE FOR DEFENSE OF WORKER'S COMPENSATION CLAIMS AS APPROVED BY COUNCIL ON 2/22/11. JOB FILES TO BE ADMINISTERED BY HUMAN RESOURCES.

624100 ADMINISTRATIVE FEE 4,332.26

ASSOCIATED ADJUSTERS INC

Invoice #: 151218 **P.O. #:** 176447 344028 4,332.26

FOURTH QUARTER FEES FOR THIRD PARTY BILLING FOR 2013-2014, DATED MAY 2, 2014 (ADMINISTRATIVE SERVICES - CASUALTY).

624200 BANK FEES 100.84

BANCORPSOUTH CASH MANAGEMENT DIV.

Invoice #: 150727 **P.O. #:** 176394 343533 100.84

MONTHLY BANK CHARGES FOR MAY 1, 2014 THRU MAY 31, 2014

Grand Total 2,180,220.71

Voucher #:



CITY OF GULFPORT

Summary Docket Sorted By Org

Docket Date: 7/23/2014

Org Code		Total Payment
010	General Fund	106,272.05
111	Executive - Mayor	2,897.00
115	Legislative - Council	5,738.07
125	Judicial - Courts	31,878.87
135	Legal - City Attorney	23,613.37
145	General Administration	106,508.23
155	Civil Service	1,507.45
175	Public Transportation	82,433.75
213	Police Operating	329,017.20
276	Police Forfeits and Seizures	12,015.30
290	Fire	96,422.08
311	Streets and Drainage Maintenance	292,201.26
313	Public Works Admin	9,384.75
315	Traffic Control	17,382.84
325	Engineering	60,525.05
335	Garage Maintenance	27,116.94
345	Capital Projects	54,324.00
351	Capital Projects	920.00
357	Funds	90,668.77
411	Leisure Services	152,097.84
415	Building Maintenance	814.70
425	Senior Citizens	3,366.60
430	Funds	16,397.92
435	Cemetary	2,499.24
437	Funds	3,701.64
445	Joseph T Jones Memorial Park	56,438.25
511	Community Development Block Grant	1,112.19
515	Home Consortium Grant	22,735.42
535	Home Consortium Grant:	20,000.00
611	Urban and Economic Developement	10,752.53
621	Economic Developmenet	886.06
630	Police Asset Forfeiture Fund	877.00
701	Municipal Debt Service Fund	1,135.00
811	Water Billing	54,858.52
815	Water Operations and Maintenance	273,166.54
825	Sewer Operations and Maintenance	180,115.88
849	Water and Sewer Projects	1,808.27
911	Employees' Group Health and Life Fund	19,498.67
915	General Liability\ Worker's Comp Fund	7,131.46
Grand Total		2,180,220.71



CITY OF GULFPORT

Summary Docket Sorted By Vendor

Docket Date: 7/23/2014

Vendor	# of Claims	Total Payment	FEMA Eligible
1ST SOURCE SERVALL	1	58.62	
84 LUMBER CO	3	320.79	
A T & T	2	1,671.86	
A-1 FIRE EQUIPMENT	1	673.68	
A1 BATTERY INC	12	1,978.15	
AAA GULF COAST SECURITY INC	2	358.95	
ADAM COOPER	3	160.00	
ADRIAN EVANS	1	100.00	
ADVANCED DISPOSALSERVICES GULF COAST LLC	4	2,932.55	
AGRO DISTRIBUTION LLC	6	4,325.00	
AIRGAS SOUTH INC	5	451.73	
ALL SAFE TECHNOLOGIES LLC	1	242.61	
ALL SIGNS INC	8	3,275.00	
ALLISTONS	8	480.75	
ALTON L MCCAFFREY	6	1,281.43	
AMERICAN MUNICIPAL SERVICES	1	78.64	
ANTHONY LAWRENCE	1	100.00	
APRIL G MARTIN	1	662.25	
ASHLEY MARIE SMITH	1	233.00	
ASSOCIATED ADJUSTERS INC	1	4,332.26	
AUTO ZONE INC	51	2,987.29	
AUTOMATION PERSONNEL SERVICES, INC.	46	5,061.68	
AWARDS UNLIMITED	3	207.00	
BANCORP SOUTH BANK	24	14,580.09	
BANCORPSOUTH CASH MANAGEMENT DIV.	5	5,667.00	
BANCORPSOUTH EQUIPMENT FINANCE	2	5,428.21	
BARNES HEATING & AIR INC	2	4,116.00	
BARNEYS POLICE SUPPLIES	1	85.99	
BAY ICE CO INC	6	1,064.50	
BAYOU CONCRETE, LLC	7	4,828.25	
BLUETARP FINANCIAL INC.	3	261.83	
BONDS SERVICES, INC	8	7,353.25	
BRANDON CLARK	2	138.00	
BRIAN MCDONALD	2	457.51	
BROWN MITCHELL & ALEXANDER	2	17,913.27	
BRUNOS NORTHSHORE INVESTMENTS LLC	1	182.22	
BRUSHAWN BROWN	1	100.00	
BUTCH OUSTALET INC	31	4,574.52	
CABLE ONE	2	133.00	
CANT BE BEAT FENCE CO LLC	1	1,120.00	
CAROLYN CARSON-COLLINS	1	63.00	
CELLCO PARTNERSHIP	1	1,560.49	
CELLULAR SOUTH, INC	22	4,603.93	
CENTERPOINT ENERGY RESOURCES CORP	9	368.65	
CENTRAL PIPE & SUPPLY CO	21	16,674.87	
CENTRAL TIME CLOCK INC	1	1,195.00	
CHAD WAYNE WILBORN	1	437.25	
CHAMPION CHRYSLER DODGE	5	941.76	
CHANCELLOR SUPPLY, INC	5	3,157.69	

Vendor	# of Claims	Total Payment	FEMA Eligible
CHIEF SUPPLY CORP	1	2,488.19	
CHRIS PARRISH	2	138.00	
CINTAS CORP #240	33	1,950.36	
CINTAS CORPORATION NO 2	2	204.54	
CITY OF GULFPORT	92	526,677.82	
CLAUDIA SANCHEZ	1	100.00	
CLAYS PRINT SHOP INC	2	748.00	
COAST ELECTRIC POWER ASSOC	4	35,593.07	
COAST TRANSIT AUTHORITY	2	82,433.75	
COASTAL DUST CONTROL	32	1,232.21	
COMPETITION MARINA	2	1,471.78	
CONSULTING PSYCHOLOGICAL RESOURCES	1	2,800.00	
CONVERGINT TECHNOLOGIES, LLC	5	2,948.29	
CORNETT BOLT & SCREW, INC	5	358.11	
COVINGTON SALES & SERVICE INC	10	1,701.14	
CRYSTAL EDWARDS & VIOLA EDWARDS	1	100.00	
CUMMINS MID SOUTH, LLC	1	3,353.05	
DAIMLER INVESTMENTS US CORPORATION	1	2,625.33	
DAVE'S SALES & SERVICE INC	1	1,271.77	
DAVID TOWERY	4	913.00	
DAVID WILDER	2	138.00	
DAVISON FUELS INC.	6	30,281.10	
DEANS TOWING & RECOVERY INC	1	65.00	
DELTA SANITATION OF MS LLC	17	4,490.39	
DIANNE HOPKINS	1	75.00	
DIBS CHEMICAL & SUPPLY CO	2	100.00	
DMS MAIL MANAGEMENT, INC.	16	2,946.98	
DONALD PIERSON	1	75.00	
DOZIER MEDIA GROUP, LLC	3	1,547.50	
DS WATERS OF AMERICA INC	1	131.97	
DUKES DUKES KEATING & FANECATTY	26	14,924.56	
DUNAWAY GLASS INC	4	915.00	
E FIRE	1	85.00	
E JOAN WUEHLER	1	160.00	
EA UFFMAN & ASSOCIATES INC	10	7,062.81	
EAGLE ENERGY INC.	1	1,573.29	
EDDIE MILLER ATTY AT LAW	1	850.00	
ELWOOD STAFFING SERVICES INC	2	841.80	
EMERGENCY MEDICAL PRODUCTS INC	2	129.75	
EQUIFAX CREDIT INFORMATION SERVICES	2	232.87	
ERICA NEWKIRK	1	100.00	
EXPRESS SERVICE INC	16	4,401.92	
FASTENAL	6	1,078.48	
FIRST STUDENT	3	3,850.00	
FIVE POINTS ICT INC	1	2,401.41	
FLEETCOR TECHNOLOGIES	26	36,062.05	
FLORA ARRINGTON	1	100.00	
GARNER RUSSELL & ASSOC	3	50,918.75	
GARY ANDERSON	8	96.24	
GARY E WHITE ATTORNEY PA	16	1,003.27	
GAYLE PARKER COUNTY COURT CLERK	1	195.00	
GEOPHYSICAL SURVEY SYSTEMS, INC	1	253.97	
GIBSON MAINTENANCE, LLC	7	3,294.00	
GLADYS WILKS	1	100.00	
GLEEM PAINT CENTER	3	107.70	
GLOBALSTAR	1	143.30	
GOMEZ PINE STRAW LLC	1	1,200.00	
GOODYEAR TIRE & RUBBER CO	1	94.83	
GT DEVELOPMENT & CONTRACTING LLC	13	63,883.17	

Vendor	# of Claims	Total Payment	FEMA Eligible
GUEST SERVICES INC	1	167.32	
GULF COAST BUSINESS SUPPLY CO	3	113.80	
GULF COAST SMALL ENGINE REPAIR	8	345.95	
GULF PUBLISHING CO INC	5	856.80	
GWENDOLYN STOKES	1	100.00	
HANCOCK BANK	1	1,135.00	
HARRIS PLUMBING LLC	3	1,964.00	
HARRISON CO. LIBRARY SYSTEM	1	75,923.00	
HARRISON COUNTY	1	20,000.00	
HARRISON COUNTY EMERGENCY	8	1,106.38	
HARRY MCKINNIS	1	100.00	
HD SUPPLY FACILITIES MAINTENANCE LTD	2	982.29	
HD SUPPLY WATERWORKS, LTD.	6	282.57	
HENRY LEVINS PETTY CASH	4	393.14	
HINKLE METALS & SUPPLY CO INC	1	40.28	
HOWARD SMITH EQUIPMENT	7	790.32	
HOWARDS PAINT & DECORATING	3	1,016.50	
HURRICANE ELECTRONICS INC	9	869.25	
HYDRAULIC REPAIR SERVICES LLC	5	2,073.65	
INSTITUTE FOR MARINE MAMMAL STUDIES	1	45.00	
INTOXIMETERS	1	2,212.25	
ISCO METALS & SUPPLY	1	40.70	
ISI WATER COMPANY	1	30,912.01	
ISSAC DEWAYNE DAVIS	1	87.75	
ITSAVVY LLC	4	902.83	
JACOB BURNETT	2	642.00	
JAMES DEKLEINHANS	1	489.25	
JASPER ENGINE EXCHANGE INC	4	3,458.00	
JERRY PATE TURF & IRRIGATION INC	1	138.61	
JERRYS LAWNMOWER SALES & SVC INC	7	1,674.62	
JOEL SMITH, DISTRICT ATTORNEY	1	175.40	
JOHN BOGGAN	4	360.00	
JOHN C. DAWSON, JR	1	4,386.00	
JOHN FAYARD MOVING & WHSE, LLC	2	250.00	
JOHN M MCGUFFEE	1	199.00	
JOHN M WARREN INC	1	1,060.12	
JOHNSON CONTROLS INC	4	6,332.50	
JOHNSON DIESEL INC	1	152.50	
JOPPA SHRINE TEMPLE	1	100.00	
JOSEPH LOUIS COLES	1	747.00	
JULIAN SIMMONS	4	160.00	
K & R SERVICES INC	4	218.08	
KAREN MCCARTY, PETTY CASH	5	141.30	
KAYLEASHA A LEE	1	250.00	
KECO INC	1	239.75	
KEELING CO	1	1,049.62	
KEIONNA CAROLINE	1	100.00	
KMART #9520	1	619.15	
KNESAL ENGINEERING SERVICES INC	1	3,145.00	
LAND SHAPER INC	5	30,812.50	
LASER LABS, INC	1	365.00	
LEWIS J SHANK	1	59.85	
LEXISNEXIS	1	588.00	
LIFE INSURANCE COMPANY OF N.A. - CIGNA	23	5,206.00	
LINDA B DUBOSE	1	54.50	
LORETTA YOUNG	1	200.00	
LOUIS SMITH WELDING	2	300.00	
LOWES OF GULFPORT MS 466	89	4,756.34	
LUCAS WALKER	1	1,800.00	

Vendor	# of Claims	Total Payment	FEMA Eligible
LUCILLE MORGAN	1	140.00	
LUKE D WILSON	1	2,358.75	
LYLE MACHINERY	3	187.88	
M J DONOVAN ENTERPRISES	1	557.04	
M LEE SMITH PUBLISHERS LLC	1	397.00	
M2 MEDIA CORP	1	150.00	
MARCUS MONROE	144	547.00	
MARVIN BOYKIN	1	100.00	
MARVIN WASHINGTON	1	100.00	
MAXIMUM AUTO PARTS & SUPPLY INC	40	3,775.60	
MAYER ELECTRIC SUPPLY	2	193.06	
MEDICAL ANALYSIS LLC	1	9,700.00	
METRO CONCRETE LLC	1	462.50	
MGI WHOLESALE	1	3,472.50	
MID SOUTH UNIFORM & SUPPLY INC	15	3,162.97	
MID-SOUTH MACHINERY, INC.	5	479.81	
MIEN TRAN	1	10.00	
MIKE MATTHEWS	2	121.40	
MILLER ICE MACHINE CO	2	525.80	
MISSISSIPPI SELECT HEALTH CARE LLC	10	186.00	
MITCHELL SIGNS INC	2	1,015.00	
MOBILE LUMBER & BUILDING MATERIALS INC	2	558.00	
MS COAST BUILDING OFFICIALS ASSOC	1	480.00	
MS DEPT OF PUBLIC SAFETY	1	6,785.80	
MS ENGINEERING GROUP INC	1	1,147.33	
MS POWER COMPANY	34	91,791.12	
MS STATE TREASURER	1	91,715.11	
MS UTILITY SUPPLY	3	4,761.00	
MTS SAFETY PRODUCTS INC	1	1,301.61	
NATIONAL YOUTH SPORT COACHES ASSOC	1	1,440.00	
NAVIGATION ELECTRONICS INC	2	1,451.43	
NECAISE LOCKSMITH SERVICE INC	16	3,556.40	
NEW PIG CORP	1	976.41	
NORMA JEAN SOROE	4	45.00	
O REILLY AUTO PARTS	69	3,260.39	
OFFICE DEPOT	6	410.06	
PARTS AND SUPPLY INC	21	1,000.27	
PAT FORE JR	1	650.00	
PENICK FOREST PRODUCTS INC	2	2,771.50	
PERFORMANCE TIRE & WHEEL INC #1	3	1,217.94	
PETSMART	2	167.94	
PHILLIPS BUILDING SUPPLY OF GPT INC	1	750.00	
PLAN HOUSE PRINTING & GRAPHICS, LLP	1	216.00	
PUCKETT MACHINERY CO INC	2	662.48	
PYROFIRE DISPLAYS INC	1	14,750.00	
R.J. TYNES	1	100.00	
RAM TOOL & SUPPLY CO	1	155.41	
RAMONA ERVIN	9	385.74	
RAYCOM MEDIA CORP	1	920.00	
RAYNITA A GARNER	1	20,000.00	
ROBERT HALLS AUTO SALVAGE	1	375.00	
ROBERT J YOUNG COMPANY INC	22	10,844.84	
ROPER SUPPLY CO	2	1,930.60	
ROSSKOPF ELECTRIC CO INC	7	3,349.45	
RUBBER & SPECIALTIES INC	1	175.00	
RUTH CHRISTINE HOWARD	1	100.00	
S & S WORLDWIDE INC	1	243.75	
SAMS CLUB CORP	19	510.60	
SCRIBBLE SOFTWARE, INC.	1	240.00	

SHARIF BYRAM VADON	1	227.00
SMITHS CLEANING SERVICE	1	390.00
SMITTYS SUPPLY LLC	1	3,054.63
SOUTHERN LINC	1	79.20
SOUTHERN TIRE MART LLC	18	1,972.91
SPHERION CORP	6	1,158.03
SPORTS UNLIMITED INC	3	405.00
STATE INDUSTRIAL PRODUCTS INC	2	726.48
STATE OF MS DEPT OF PUBLIC SAFETY	1	50.00
STEPHEN WISHNACK	1	201.99
STRIBLING EQUIPMENT INC	2	148.22
SUN COAST BUSINESS SUPPLY INC	1	350.94
SUNBELT FIRE APPARATUS	10	1,751.97
SUNBELT RENTALS INC	2	735.51
SUPREME COURT OF MISSISSIPPI	1	16.80
SWETMAN SECURITY SERVICE	2	7,442.25
SYSCON, INC	3	4,136.01
TALINA DAVIS	1	100.00
TANISHA BULLARD	1	100.00
TANYA WITHERSPOON	1	30.00
TEC OF JACKSON INC	22	547.61
TEMPLE INC	3	11,630.36
TERESA GAYLE BELL	1	429.00
TEST CALIBRATION CO INC	4	1,092.39
THE PRINT SHED LLC	1	255.60
THE UNIVERSITY OF MISSISSIPPI	2	250.00
TINA DEDEAUX	1	240.00
TLH ENTERPRISES	6	894.00
TOMMY PAYNE	2	138.00
TRI HARD SPORTS	4	9,561.00
TURAN-FOLEY CHEVROLET BUICK GEO	8	661.02
TURF MASTER LAWN CARE, INC	1	3,260.00
TYLER TECHNOLOGIES, INC.	2	1,762.50
UNITED PARCEL SERVICE	2	54.13
UNITED STATES TREASURY	1	2,166.00
UNIVEST CAPITAL INC	2	3,376.74
UTILITY PARTNERS, LLC	3	541,569.03
VERMELL FONEY	1	100.00
VERNON CLARK TRUCKING CO INC	2	1,074.48
VISION SERVICE PLAN INSURANCE CO	1	5,067.50
WARING OIL CO	6	24,055.00
WILLIAM A DAVIS	3	2,233.00
WILLIAM R THURMAN	1	50.00
WORLD CLASS ATHLETIC SURFACES INC	1	1,149.00

Total # of Claims	1,621	Grand Total	2,180,220.71
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FEMA Eligible



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Legal

Date: 07/11/2014

Subject: Ratification - of fully approved and recorded Interlocal Agreement concerning the Motor Vehicle for Hire Authority - to be made a part of the minutes.

Recommendation:

**STATE OF MISSISSIPPI
SECRETARY OF STATE'S OFFICE
C. DELBERT HOSEMANN, JR.
SECRETARY OF STATE
JACKSON, MISSISSIPPI**

June 27, 2014

Ms. Margaret Murdock, Esq.
Attorney, City of Gulfport
Post Office Box 1780
Gulfport, MS 39502-1780

Dear Ms Murdock:

I, Delbert Hosemann, Secretary of State, do hereby certify the

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF GULFPORT,
MISSISSIPPI, THE CITY OF BILOXI, MISSISSIPPI, THE CITY OF PASS
CHRISTIAN, MISSISSIPPI, AND THE CITY OF D'IBERVILLE,
MISSISSIPPI INVOLVING THE ESTABLISHMENT OF A JOINT
ADMINISTRATIVE BODY FOR THE PURPOSE OF CREATING
CONSISTENCY IN THE REGULATION OF THE MOTOR VEHICLE FOR
HIRE INDUSTRY**

**was recorded in this office in the Records of Incorporation; the Interlocal
Corporation Act File; and is located in Photostat Book 397.**

**GIVEN UNDER MY HAND AND THE GREAT SEAL OF THE STATE OF
MISSISSIPPI HERETO AFFIXED, THIS 27TH DAY OF JUNE, 2014**



C. Delbert Hosemann, Jr.

C. Delbert Hosemann, Jr.

STATE OF MISSISSIPPI



JIM HOOD
ATTORNEY GENERAL

OPINIONS
DIVISION

June 18, 2014

Margaret Murdock, Esq.
Attorney, City of Gulfport
Post Office Box 1780
Gulfport, Mississippi 39502-1780

Re: Interlocal Cooperation Agreement between the City of Gulfport, the City of Biloxi, the City of Pass Christian and the City of D'Iberville

Dear Ms. Murdock:

Attorney General Jim Hood has received your request to review and approve the above-referenced Interlocal Agreement and has referred it to me for research and reply. As required by Miss. Code Ann. Section 17-13-11(1972), all interlocal agreements must be approved by the Attorney General before they may go into effect. This agreement involves the establishment of a joint administrative body by the City of Gulfport, the City of Biloxi, the City of Pass Christian and the City of D'Iberville for the purpose of creating consistency in the regulation of the motor vehicle for hire industry.

We have examined the agreement pursuant to the Interlocal Cooperation Act of 1974, Miss. Code Ann. Sections 17-13-1 *et seq.* (1972) and find that the agreement is in proper form and compatible with the laws of the State of Mississippi and is hereby approved. With respect to the effect of the agreement on successor boards as it relates to the duration of the agreement, this office has consistently opined that contracts or agreements extending beyond the term of the current governing body are voidable by the succeeding board.

Prior to becoming effective, the agreement must, in addition to receiving the approval of this office, be filed with the chancery clerk of each county in which any party to the agreement is located and with the Secretary of State. Please note that any amendments to the agreement must also be approved by this office.

Margaret Murdock, Esq.
June 18, 2014
Page two

If our office may be of further assistance, please advise.

Sincerely,

A handwritten signature in cursive script that reads "Leigh Triche Janous".

Leigh Triche Janous
Special Assistant Attorney General

Enclosure

OFFICIAL OPINION



SCANNED

STATE OF MISSISSIPPI

COUNTY OF HARRISON



1st Judicial District
Instrument 2014 4284 D - J1
Filed/Recorded 6/26/2014 01:35 P
Total Fees \$ 26.00
19 Pages Recorded



INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT AMONG THE CITY OF GULFPORT, THE CITY OF BILOXI, THE CITY OF PASS CHRISTIAN, AND THE CITY OF D'IBERVILLE FOR COOPERATION IN THE REGULATION OF MOTOR VEHICLES FOR HIRE AND FOR OTHER RELATED PURPOSES

THIS AGREEMENT is entered into on the dates hereinafter set forth by and between the CITY OF GULFPORT, MISSISSIPPI; the CITY OF BILOXI, MISSISSIPPI; the CITY OF PASS CHRISTIAN, MISSISSIPPI; and the CITY OF D'IBERVILLE, MISSISSIPPI, (hereinafter, the "participating municipalities") each being a political subdivision and municipal corporation organized and existing according to the laws of the State of Mississippi pursuant to authority of an in accordance with Miss. Code Ann., as amended, Section 17-13-1, et seq., being the "Interlocal Cooperation Act of 1974" and other applicable laws and regulations.

FOR AND IN CONSIDERATION of the mutual benefits and advantages each to the other, the parties herby acting by and through their respective Governing Authorities, agree as follows:

ARTICLE I. DURATION, TERMINATION AND AMENDMENT

Sec. 1.1. (a) Duration. This Agreement shall be in full force and effect for a period commencing on the effective date hereof (as hereinafter provided) and running through and including July 15, 2017.

(b) Effective Date. The effective date hereof shall be the date on which the following required events are completed: (1) Approval of the Agreement by Resolution by the City of Gulfport, the City of Biloxi, the City of Pass Christian, and the City of D'Iberville; (2) Execution of the Agreement on behalf of the Cities and (3) Submission of Agreement to the Attorney General and approval or ratification by law, and filing of the Agreement with the Chancery Clerk in conformity with the requirements of Miss. Code of 1972 Ann., as amended, Section 17-13-11.



2nd Judicial District
Instrument 2014 1751 D - J2
Filed/Recorded 6/26/2014 08:15 A
Total Fees \$ 26.00
19 Pages Recorded

prepared by:
City of Gulfport
Margaret Murdock
PO. Box 1780
GPT MO 39502
228868-5811

Sec. 1.2. Renewal. This Agreement shall not automatically renew, but may be renewed by each participating municipality by vote of each newly elected governing authority, by resolution, spread upon its minutes accepting continuation of this Agreement for the term of office of each governing authority.

Section. 1.3. Amendment or Termination.

- (a) By Consent. This Agreement may be amended by or terminated by mutual consent in writing of all of the parties duly authorized by their respective Governing Authorities.
- (b) By Notice. Any party to this Agreement may terminate its participation in the Agreement upon three (3) months written notice to the Mayor of each of the participating municipalities.
- (c) Authority. Action taken under this Section shall be by Resolution in the same procedural manner for each Governing Authority as required for adoption of this Agreement. The Cities shall act according to law by and through the respective Mayors and City Councils/Boards of Alderman ("Governing Authorities").

ARTICLE II. STATUTORY AUTHORITY AND PURPOSE

Sec. 2.1. Statutory Authority of the Cities. Pursuant to Miss. Code Ann. Section 21-27-121, the governing authorities of municipalities shall have the power to fix the rates and charges of persons operating motor vehicles for the transportation of persons for compensation within the limits of the municipality. Further, pursuant to Miss. Code Ann. Section 21-27-131, et seq., the governing authorities of municipalities have the authority to adopt a licensing scheme for the operators of Motor Vehicles for Hire and to enforce the same, to require insurance of operators of motor vehicles for hire, to require vehicle registration and numbering of motor vehicles operated for hire.

Sec. 2.2. Responsibility. A separate, legal or administrative entity is created by this Agreement to oversee the regulation of motor vehicles for hire within the municipalities of Harrison County, Mississippi, with representatives of each participating municipality being a part of that entity.

Sec. 2.3. Definitions.

1. FEE: For the purposes of this Agreement, the word "fee" shall mean rates and charges.
2. MOTOR VEHICLE FOR HIRE: For purposes of this Agreement the phrase "motor vehicle for hire" shall mean any motor vehicle, animal-drawn vehicle, pedicab or other vehicle designed or used for the transportation of passengers for hire, the charges for the use of which are determined by agreement, mileage or by the length of time for which the vehicle is engaged. The following are excluded from the definition of "motor vehicle for hire" under this Agreement:
 - (a) Limousines or any other vehicle owned solely by a funeral home and used for the performance of funeral services. However, if the limousine or other vehicle owned by a funeral home is used for other transportation-for-hire purposes for which a fee is charged, such vehicle is not excluded;
 - (b) Ambulances and other medical transport service vehicles; however, nonemergency transportation vehicles are not excluded;
 - (c) Vehicles provided by an employer or an employee association for use in transporting employees back and forth between the employees' homes and to the employers' place of business, with employees reimbursing the employer or employee association in an amount calculated to offset the reasonable expenses of operating the vehicle;
 - (d) Vehicles owned and operated for the purpose of transporting the driver and/or others on a prearranged basis between their homes and places of employment or places of common destination and only charging a fee calculated to reasonably cover expenses (i.e., carpool, vanpool, etc.);

- A
- (e) Vehicles owned and operated by hotels/motels which provide free transportation service to guests. However, vehicles operated by hotels/motels which provide transportation services for a fee are not excluded; and
 - (f) Vehicles owned by a non-profit organization and carrying only passengers associated with that organization, if no compensation is received from any other person for carrying the passengers.

ARTICLE III. FUNDING

Sec. 3.0. Initial Funding. The City of Gulfport and the City of Biloxi agree to contribute the total sum of \$10,000 each to provide funding for initial operating costs that may be incurred by the entity created hereby.

ARTICLE IV. PROVISIONS RELATED TO THE JOINT REGULATION OF MOTOR VEHICLES FOR HIRE IN THE MUNICIPALITIES OF HARRISON COUNTY

Sec. 4.1. Purpose. The participating municipalities of Harrison County, in an effort to provide consistency in the regulation of motor vehicle for hire industry within the incorporated municipalities of Harrison County, desire to create and form a joint administrative body, the Motor Vehicle for Hire Authority (the "Authority").

Sec. 4.2. Composition, establishment and function of the Authority. The Authority shall be comprised of a duly appointed and confirmed representative from each of the participating municipalities, as follows: two (2) representatives each from the Cities of Biloxi and Gulfport and one (1) representative each from the Cities of Pass Christian, and D'Iberville. The members of the Authority shall exercise the powers of the Authority.

Sec. 4.2.1. Terms. The initial terms of the Authority members shall be as follows: one (1) year for the members appointed by the City of Pass Christian; two (2) years for the member appointed by the City of D'Iberville; three (3) years for the members appointed by the Cities of Gulfport and Biloxi. Subsequent terms shall be for a period of three (3) years.

Sec. 4.2.2. Officers. At the initial meeting of the Authority, the Authority shall elect a President and a Vice President. Thereafter, the Authority will annually, at the last meeting of the fiscal year, elected a President and Vice President who shall serve in their respective offices for the next fiscal year. The Vice President shall act in the absence or disability of the President.

Sec. 4.2.3. Salary/Per Diem. The Authority members shall serve without salary but shall be entitled to receive per diem as provided for in Section 25-3-60, Miss. Code of 1972 (as amended), and actual and necessary expenses incurred while in the performance of any duties as a member of the Authority as provided in Section 25-3-4, Miss. Code of 1972 (as amended).

Sec. 4.2.4. Removal from the Authority. Any Authority member who does not attend three (3) consecutive regular meetings shall be subject to removal by a majority vote of a quorum of Authority members in attendance at any meeting and shall be replaced with an appointment from the governing authority which originally appointed him/her to serve out the remainder of the term.

Sec. 4.2.5. Bond. Each Authority member shall be required to give bond in the sum of not less than Fifty-Thousand Dollars (\$50,000.00), with sureties qualified to do business in this State, and the premiums of the bonds shall be an expense of the Authority. Each bond shall be payable to the Authority. The condition of each bond shall be that each Authority members will faithfully perform all duties of his/her office and account for all monies or other assets which shall come into his or her custody as a member of the Authority. The Authority may require that an applicant to the Authority for a license or permit hereunder provide a reasonable bond, of not more than \$500.00, to guarantee the faithful observance of the law as well as the rules and regulations which are adopted by the Authority.

Sec. 4.2.6. Meetings. The Authority shall conduct regular meetings as set forth in its bylaws. The Authority shall establish rules and regulations regarding its meetings and may amend such bylaws, rules and regulations as may be necessary to conduct the business of the Authority. A quorum for any meeting of the Authority shall be the majority of the total membership of the Authority, excluding

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vacant positions. All business of the Authority shall be transacted or authorized by vote of the Authority.

Sec. 4.3. Financial Matters. The Authority shall prepare and adopt a budget consistent with its bylaws estimating its expenses and revenue needs for each forthcoming fiscal year at least ninety (90) days prior to the beginning of each fiscal year. The Authority shall have the authority to receive and spend funds from any source in accord with the laws of the State of Mississippi. The receipt, disbursement and accounting for all funds of the Authority shall be conducted by a designated employee of the Authority or, in the absence of such an employee, by a designated member of the Authority. The books, financial records and other documents of the Authority shall be subject to audit at the request of any one of the participating municipalities. The Authority shall not have the authority to levy taxes or incur debt. The Authority shall have the authority to impose fees for services and for licenses and permits required herein.

Sec. 4.4. General Powers. The Authority shall have the right and powers necessary to make any rules and enforce any rule, regulation or fee to carry out the purposes of this Agreement, including, but not limited to the following:

- (a) To adopt and enforce rules and regulations governing motor vehicles for hire which operate within the participating municipalities. These rules and regulations may include charges and fees to be paid to the Authority both by operators of motor vehicles for hire and by businesses engaged in the motor vehicle for hire industry.
- (b) To adopt rules and regulations establishing rates of fare and charges authorized to be imposed by operators and businesses subject to the Authority's jurisdiction.
- (c) To adopt rules and regulations requiring routine inspections of motor vehicles for hire and establishing applicable fees for conducting said inspections;

- (d) To adopt rules and regulations prohibiting the transfer of any permit, license, certificate or registration, or any other documentation issued by the Authority;
- (e) To adopt rules and regulations regarding the suspension or revocation of any permit, license, certificate of registration or any other documentation issued by the Authority. Any person whose permit, license, certificate of registration or other documentation issued by the Authority has been suspended or revoked may appeal to the city Council of the municipality where that person resides. If that person does not reside in any of the participating municipalities, appeal shall be taken to the City Council of one of the municipalities participating in this Agreement by filing a notice of appeal with the City Clerk of the appropriate participating municipalities within 10 days of the action by the Authority appealed from;
- (f) To adopt rules and regulations requiring registration and numbering of vehicles utilized as a motor vehicle for hire within the participating municipalities;
- (g) To sue and be sued in its own name to enjoy all the projections, immunities and benefits provided by the Mississippi Tort Claims Act, as it may be amended from time to time;
- (h) To maintain office space at such place or places within the boundaries of the participating municipalities as the Authority may determine;
- (i) To own or lease real or personal property;
- (j) To invest monies of the Authority on such terms and in such manner as the Authority deems proper;
- (k) To apply for, accept, and utilize grants, gifts, and other funds from any source for any purpose necessary in support of the purpose of this Agreement;
- (l) To employ and terminate staff including, but not limited to, attorneys and consultants as may be necessary;

- (m) To enter into contracts for all operational needs of the Authority including but not limited to, contracts for conducting inspections of vehicles and for conducting background checks of applicants;
- (n) To request, receive, view, and retain copies of any criminal record pertaining to any applicant for a permit, license, certificate of registration, or any other documentation issued by the Authority;
- (o) To enter into contracts with any person or any public agency in furtherance of any of the purposes authorized by this Agreement. Any such contract may extend over any period of time, including a term which extends beyond the term of the majority of the existing Authority, notwithstanding any provision or rule of law to the contrary, may be upon such terms and for such consideration, nominal or otherwise, as the parties thereto shall agree and shall be binding upon the parties thereto according to its term;
- (p) To contract with any governing authorities within Harrison County under any terms mutually agreed to by the parties to carry out any powers, duties, or responsibilities granted by this act, or by any other laws to such governing authority;
- (q) To acquire insurance for the Authority's property, real or personal, to insure against all risks as any insurance may, from time to time, be available; and
- (r) To apply for, contract for, accept, receive, and administer gifts, grants, appropriations and donations of money, materials, and property of any kind, including loans and grants from the United States, the state, a unit of local government, or any agency, department, district, or instrumentality of any of the foregoing, upon any terms and conditions as the United States, the state, a unit of local government, or any agency, department, district or instrumentality of any of the foregoing shall impose.

Sec. 4.5. Licensing authorized.

Sec. 4.5.1. No person may drive or operate a motor vehicle for hire within the geographic boundaries of the participating municipalities unless he or she shall first have been licensed to do so by the Authority. The Authority may adopt rules and regulations establishing standards for the determination of whether it is in the best interest of the health, welfare and safety of the citizens of the participating municipalities to grant any individual an operator's license or permit.

Sec. 4.5.2. The Authority may require the applicant for an operator's license or permit to give a reasonable bond, of not more than five hundred dollars (\$500.00), to guarantee the faithful observance of the law as well as the rules and regulations established by the Authority.

Sec. 4.5.3. If the Authority refuses to grant an operator's license or permit to an applicant, an appeal may be taken to the City Council of the municipality where the applicant resides or where the applicant's employer is located. If the applicant neither resides or is employed by an employer located in any of the participating municipalities, appeal shall be taken to the City Council of the one of the municipalities participating in this Agreement. Appeals to the appropriate City Council shall be perfected by the filing of a Notice of Appeal with the City Clerk of the appropriate participating municipality within ten (10) days of the refusal to grant. The City Council, sitting as an appellate body, shall determine whether the best interest of the health, welfare and safety of the citizens of the participating municipalities would be served by permitting said applicant to pursue such vocation in the participating municipalities.

Sec. 4.6. Insurance.

Sec. 4.6.1. No permit, license, certificate of registration, or any other documentation shall be issued by the Authority to the owner or operator of any motor vehicle owned or operated for hire in the participating municipalities, unless and until such owner or operator shall have filed with, and the same has been approved by, the Authority, an insurance policy, or certificates of insurance in lieu thereof, issued by some insurance company authorized to transact business in this state, in an amount required

by the Authority, conditioned to pay any final judgment against the owner or operator for personal injuries or property damages resulting from or arising out of the use, maintenance or operation of the motor vehicle.

Sec. 4.6.2. The insurance policy or bond, filed with the Authority, as required by this Section, shall contain a provision or endorsement to the effect that the same shall not be cancelled for any cause by either party thereto unless and until ten (10) days' written notice thereof shall have been given to the Authority.

Sec. 4.7. Penalties/ Enforcement. To provide an enforcement mechanism, the participating municipalities shall adopt an ordinance declaring that any person or persons who may violate any of the rules or regulations established by the Authority shall be guilty of a misdemeanor, and, upon conviction, shall be fined not more than fifty dollars (\$50.00) or thirty (30) days in jail, or by both such fine and imprisonment in addition to any revocation, suspension of any permit, license, certificate of registration, or any other documentation issued by the Authority. Failure of any owner or operator to comply with any requirements as to insurance coverage as may be imposed by the Authority shall be cause for revocation or suspension of his/her permit, or a fine not exceeding one thousand dollars, or both.

Sec. 4.8. Conflict. No rule or regulation of the Authority may conflict with Miss. Code Ann. § 21-27-121 and § 21-27-131, et seq. In the event of a conflict, the statutory provisions shall govern.

ARTICLE V. GENERAL PROVISIONS

Sec. 5.0. Severance of Provisions: In the event any provision or part of this Agreement shall be rendered or determined to be legally unenforceable, without legal authority, or in violation of any law or court decision, such provision or part shall be severed here from, and all remaining provisions and parts shall continue in full force and effect.

//

Sec. 5.1 Captions. The Captions (titles or headings) of each section or subsection hereof are included for identification purposes only and shall not control the context or interpretation of the section or subsection that it identifies.

Sec. 5.2. Counterparts: This Agreement may be executed in more than one(1) counterpart, each of which shall constitute an original, subject to at least one (1) original document meeting all official approval and filing conditions required by Miss. Code of 1972, as amended, Section 27-13-11.

WITNESS OUR SIGNATURES as duly authorized for and in behalf of the City of Gulfport, the City of Biloxi, the City of Pass Christian, and the City of D'Iberville on the dates indicated below.

THIS THE ____ DAY OF _____, 2014.

CITY OF GULFPORT, MISSISSIPPI
BY: Ricly Dombrowski
BILLY HEWES, MAYOR *Pro Tempore*
Ricly Dombrowski

ATTESTED BY:
[Signature]
CITY CLERK

THIS THE ____ DAY OF _____, 2014.

BILOXI, MISSISSIPPI
BY: _____
AJ HOLLOWAY, MAYOR

ATTESTED BY:

CITY CLERK

Sec. 5.1 Captions. The Captions (titles or headings) of each section or subsection hereof are included for identification purposes only and shall not control the context or interpretation of the section or subsection that it identifies.

Sec. 5.2. Counterparts: This Agreement may be executed in more than one(1) counterpart, each of which shall constitute an original, subject to at least one (1) original document meeting all official approval and filing conditions required by Miss. Code of 1972, as amended, Section 27-13-11.

WITNESS OUR SIGNATURES as duly authorized for and in behalf of the City of Gulfport, the City of Biloxi, the City of Pass Christian, the City of Long Beach and the City of D'Iberville on the dates indicated below.

THIS THE ____ DAY OF _____, 2014.

CITY OF GULFPORT, MISSISSIPPI

BY: _____

BILLY HEWES, MAYOR

ATTESTED BY:

CITY CLERK

THIS THE 12th DAY OF June, 2014.

BILOXI, MISSISSIPPI

BY: _____

AJ HOLLOWAY, MAYOR

13

THIS THE 12th DAY OF June, 2014.

CITY OF PASS CHRISTIAN, MISSISSIPPI
BY: [Signature]
LEO "CHIPPER" MCDERMOTT, MAYOR

ATTESTED BY:
[Signature]
Deputy CITY CLERK



THIS THE ____ DAY OF _____, 2014.

CITY OF D'IBERVILLE, MISSISSIPPI

BY: _____
RUSTY QUAVE, MAYOR

ATTESTED BY:

CITY CLERK

ATTESTED BY:

CITY CLERK

Gay S. Hacker



THIS THE ____ DAY OF _____, 2014.

CITY OF PASS CHRISTIAN, MISSISSIPPI

BY:

LEO "CHIPPER" MCDERMOTT, MAYOR

ATTESTED BY:

CITY CLERK

THIS THE ____ DAY OF _____, 2014.

CITY OF LONG BEACH, MISSISSIPPI

BY:

WILLIAM SKELLIE, MAYOR

ATTESTED BY:

CITY CLERK

THIS THE ____ DAY OF _____, 2014.

CITY OF D'IBERVILLE, MISSISSIPPI

BY:

RUSTY QUAVE, MAYOR

15

THIS THE _____ DAY OF _____, 2014.

CITY OF PASS CHRISTIAN, MISSISSIPPI

BY:

LEO "CHIPPER" MCDERMOTT, MAYOR

ATTESTED BY:

CITY CLERK

THIS THE _____ DAY OF _____, 2014.

CITY OF LONG BEACH, MISSISSIPPI

BY:

WILLIAM SKELLIE, MAYOR

ATTESTED BY:

CITY CLERK

THIS THE 3 DAY OF June, 2014.

CITY OF D'IBERVILLE, MISSISSIPPI

BY:

Rusty Quave
RUSTY QUAVE, MAYOR

ATTESTED BY:

Jodi Weise
CITY CLERK

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 10th day of June, 2014, ^{Ricky Dambrowski} ~~BILLY HEWES~~ and ^{pro-tempore} ~~SCOTT WILSON~~, who acknowledged before me that they are the duly elected mayor and duly serving City Clerk of the City of Gulfport, Mississippi, and that they did sign, execute and deliver the above and foregoing instrument in writing on the date and for the purpose therein stated in the name of and for and in behalf of the City of Gulfport, Mississippi, having been first duly authorized so to act by Resolution of the City Council and Mayor of the City of Gulfport.

Mary C. Collins
NOTARY PUBLIC



STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the ____ day of _____, 2014, A.J. HOLLOWAY and STACY L. THACKER, who acknowledged before me that they are the duly elected mayor and duly serving City Clerk of the City of Biloxi, Mississippi, and that they did sign, execute and deliver the above and foregoing instrument in writing on the date and for the purpose therein stated in the name of and for and in behalf of the City of Biloxi, Mississippi, having been first duly authorized so to act by Resolution of the City Council and Mayor of the City of Biloxi.

NOTARY PUBLIC

My Commission Expires:



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Nahoma Webb, None
Code Enforcement

Date: 07/11/2014

Subject: Resolution - awarding bids for lot clean-ups and/or demolitions.

Recommendation:

Memorandum

To: Mayor Billy Hewes and Gulfport City Council

From: Greg Pietrangelo, Director
Department of Urban Development

Date: July 11, 2014

RE: Resolutions awarding bids for lot cleanups and/or demolition of certain property within the City of Gulfport and providing for assessment of cost to the said properties being presented to the City Council on the 22nd day of July, 2014.

Please place the attached item on the Council agenda for July 22, 2014.

Subject: Code Enforcement Resolutions Awarding Bids for Lot Clean-ups and/or Demolitions.

The attached items have been routed through the following departments:

Approve

Disapprove

Dept. of Urban Development

✕

The items have been reviewed and approved by:

_____ Director of Urban Development

_____ CAO or Mayor _____

Memorandum - City of Gulfport

Department of Urban Development

Date: July 11, 2014

To: Mayor Billy Hewes
City Council Members

From: Code Enforcement

RE: Resolutions awarding bids for lot cleanups and/or demolition of certain property within the City of Gulfport and providing for assessment of cost to the said properties being described:

Awarding of Bids

WARD 1

- Parcel 1: 0711G-01-020.000. Lots 15, Blk. 16, Jonestown McCaughan Add. awarded to Twin City Lawn Care for \$67.00 to cut and clean grounds and remove all trash and debris from site located at 1904 43rd Avenue. (Aultman)
- Parcel 2: 0711H-05-050.000. Awarded to Twin City Lawn Care for \$45.00 to cut and clean grounds and remove all trash and debris from site located at 1710 41st Avenue. (Miceli)
- Parcel 3: 0811D-03-076.000. Lots 15 to 16, Blk. 67, Original Gulfport awarded to Twin City Lawn Care for \$66.00 to cut and clean grounds and remove all trash and debris from site located at 2202 33rd Avenue. (Daley)
- Parcel 4: 0711P-01-006.000. Awarded to Twin City Lawn Care for \$189.00 to cut and clean grounds and remove all trash and debris from site located at 3610 W Beach Blvd. (NPC International Inc.)
- Parcel 5: 0711P-03-038.000. Lots 6 to 10, Blk. 3, New Beach Add. awarded to Twin City Lawn Care for \$64.00 to cut and clean grounds and remove all trash and debris from site located at 580 42nd Avenue. (Tampa)
- Parcel 6: 0911D-05-006.000. Lots 9 to 12, Blk. 11, Garys East Side 2nd Add. Awarded to Twin City Lawn Care for \$58.00 to cut and clean grounds and remove all trash and debris from site located at 2720 5th Avenue. (Compton)
- Parcel 7: 0910M-03-035.000. Lots 19 to 20, Blk. 23, Myrtle Resurvey awarded to B & B Construction for \$136.00 to cut and clean grounds and remove all trash and debris from site located at 836 28th Street. (Root River Inv.)
- Parcel 8: 0811F-01-093.000. Lots 19 to 24 Inc., Blk. 81, Original Gulfport awarded to Twin City Lawn Care for \$49.00 to cut and clean grounds and remove all trash and debris from site located at 2130 23rd Avenue. (White Ram Inv.)
- Parcel 9: 0811G-05-077.000. Lots 9 to 10, Blk. 13, McAlpin Add. awarded to Twin City Lawn Care for \$48.00 to cut and clean grounds and remove all trash and debris from site located at 1706 20th Street. (Caplinger Properties LLC)
- Parcel 10: 0811G-04-014.000. Lots 26 to 27, Blk. 21, Soria City awarded to Twin City Lawn Care for \$68.00 to cut and clean grounds and remove all trash and debris from site located at 1611 21st Street. (McDuffie Est.)
- Parcel 11: 0811G-04-031.000. This parcel awarded to Twin City Lawn Care for \$45.00 to cut and clean grounds and remove all trash and debris from site located at 1631 20th Street. (Washington Jr.)
- Parcel 12: 0810N-01-016.000. Lots 29 to 32, Blk. 28, Standard Land Company Add. #2 awarded to B & B Construction for \$248.00 to cut and clean grounds and remove all trash and debris from site located at 2110 31st Street. (Thackrey Est.)

WARD 3

- Parcel 13: 0810N-04-006.000. Lot 5, Blk. 8, Standard Land awarded to Beckman's Construction for \$135.00 to cut and clean grounds and remove all trash and debris from site located at 2517 31st Street. (Rury)

WARD 5

- Parcel 14: 0908M-01-001.000. This parcel awarded to Mike’s General Service for \$141.00 to cut and clean grounds and remove all trash and debris from site located at 13273 Dedeaux Road. (Richards)
- Parcel 15: 0908M-01-017.166. Lot 374, Forest North Subd. Ph. 9 awarded to Twin City Lawn Care for \$37.00 to cut and clean grounds and remove all trash and debris form site located at 11099 Sonja Drive. (Grady)

WARD 6

- Parcel 16: 0908D-01-132.000. Lot 137, Windsong Subd. Phase 3 awarded to Twin City Lawn Care for \$65.00 to cut and clean grounds and remove all trash and debris form site located at 12342 Windward Drive. (Millar)
- Parcel 17: 0808H-01-016.000. W 75 Ft. of Lot 9, Blk. 1, Lavelle Acres awarded to Twin City Lawn Care for \$48.00 to cut and clean grounds and remove all trash and debris form site located at 14132 Lavelle Drive. (Loebenberg)
- Parcel 18: 0907L-01-019.000. Lot 1, Woodland Heights #2 awarded to Twin City Lawn Care for \$78.00 to cut and clean grounds and remove all trash and debris form site located at 1133 West Chipwood Road. (Harp Est.)

WARD 7

- Parcel 19: 0807I-01-001.102. Lot 40, Huntington Subd. The Ph. 3 awarded to B & B Construction for \$210.00 to cut and clean grounds and remove all trash and debris form site located at 13684 Huntington Circle. (Nguyen)

Total \$1797.00

There came on for consideration at a meeting of the Mayor and Members of the Council of the City of Gulfport, Mississippi, held on the **22nd** day of **July, 2014**, the following Resolution:

**A RESOLUTION AWARDING AND/OR REJECTING BIDS FOR LOT CLEANUP
AND/OR DEMOLITION OF CERTAIN PROPERTY WITHIN THE CITY OF
GULFPORT AND PROVIDING FOR THE ASSESSMENT OF COSTS TO THE SAID
PROPERTIES**

WHEREAS, at a prior meeting of the Gulfport City Council, certain and various properties located within the City of Gulfport were declared to be in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community; and

WHEREAS, by prior action of this Council, the City of Gulfport was authorized to advertise for bids to perform the noted and required work on the identified properties; and

WHEREAS, having advertised for bids and having received bids, the following represent the lowest and best bids received (per parcel) for the work as described therein:

- | | |
|-----------|--|
| Parcel 1: | 0711G-01-020.000. Lots 15, Blk. 16, Jonestown McCaughan Add. awarded to Twin City Lawn Care for \$67.00 to cut and clean grounds and remove all trash and debris from site located at 1904 43rd Avenue. (Aultman) |
| Parcel 2: | 0711H-05-050.000. Awarded to Twin City Lawn Care for \$45.00 to cut and clean grounds and remove all trash and debris from site located at 1710 41st Avenue. (Miceli) |
| Parcel 3: | 0811D-03-076.000. Lots 15 to 16, Blk. 67, Original Gulfport awarded to Twin City Lawn Care for \$66.00 to cut and clean grounds and remove all trash and debris from site located at 2202 33rd Avenue. (Daley) |
| Parcel 4: | 0711P-01-006.000. Awarded to Twin City Lawn Care for \$189.00 to cut and clean grounds and remove all trash and debris from site located at 3610 W Beach Blvd. (NPC International Inc.) |
| Parcel 5: | 0711P-03-038.000. Lots 6 to 10, Blk. 3, New Beach Add. awarded to Twin City Lawn Care for \$64.00 to cut and clean grounds and remove all trash and debris from site located at 580 42nd Avenue. (Tampa) |
| Parcel 6: | 0911D-05-006.000. Lots 9 to 12, Blk. 11, Garys East Side 2nd Add. Awarded to Twin City Lawn Care for \$58.00 to cut and clean grounds and remove all trash and debris from site located at 2720 5th Avenue. (Compton) |
| Parcel 7: | 0910M-03-035.000. Lots 19 to 20, Blk. 23, Myrtle Resurvey awarded to B & B Construction for \$136.00 to cut and clean grounds and remove all trash and debris form site located at 836 28th Street. (Root River Inv.) |
| Parcel 8: | 0811F-01-093.000. Lots 19 to 24 Inc., Blk. 81, Original Gulfport awarded to Twin City Lawn Care for \$49.00 to cut and clean grounds and remove all trash and debris from site located at 2130 23rd Avenue. (White Ram Inv.) |
| Parcel 9: | 0811G-05-077.000. Lots 9 to 10, Blk. 13, McAlpin Add. awarded to Twin City Lawn Care for \$48.00 to cut and clean grounds and remove all |

- trash and debris from site located at 1706 20th Street. (Caplinger Properties LLC)
- Parcel 10: 0811G-04-014.000. Lots 26 to 27, Blk. 21, Soria City awarded to Twin City Lawn Care for \$68.00 to cut and clean grounds and remove all trash and debris from site located at 1611 21st Street. (McDuffie Est.)
- Parcel 11: 0811G-04-031.000. This parcel awarded to Twin City Lawn Care for \$45.00 to cut and clean grounds and remove all trash and debris from site located at 1631 20th Street. (Washington Jr.)
- Parcel 12: 0810N-01-016.000. Lots 29 to 32, Blk. 28, Standard Land Company Add. #2 awarded to B & B Construction for \$248.00 to cut and clean grounds and remove all trash and debris from site located at 2110 31st Street. (Thackrey Est.)
- Parcel 13: 0810N-04-006.000. Lot 5, Blk. 8, Standard Land awarded to Beckman's Construction for \$135.00 to cut and clean grounds and remove all trash and debris from site located at 2517 31st Street. (Rury)
- Parcel 14: 0908M-01-001.000. This parcel awarded to Mike's General Service for \$141.00 to cut and clean grounds and remove all trash and debris from site located at 13273 Dedeaux Road. (Richards)
- Parcel 15: 0908M-01-017.166. Lot 374, Forest North Subd. Ph. 9 awarded to Twin City Lawn Care for \$37.00 to cut and clean grounds and remove all trash and debris from site located at 11099 Sonja Drive. (Grady)
- Parcel 16: 0908D-01-132.000. Lot 137, Windsong Subd. Phase 3 awarded to Twin City Lawn Care for \$65.00 to cut and clean grounds and remove all trash and debris from site located at 12342 Windward Drive. (Millar)
- Parcel 17: 0808H-01-016.000. W 75 Ft. of Lot 9, Blk. 1, Lavelle Acres awarded to Twin City Lawn Care for \$48.00 to cut and clean grounds and remove all trash and debris from site located at 14132 Lavelle Drive. (Loebenberg)
- Parcel 18: 0907L-01-019.000. Lot 1, Woodland Heights #2 awarded to Twin City Lawn Care for \$78.00 to cut and clean grounds and remove all trash and debris from site located at 1133 West Chipwood Road. (Harp Est.)
- Parcel 19: 0807I-01-001.102. Lot 40, Huntington Subd. The Ph. 3 awarded to B & B Construction for \$210.00 to cut and clean grounds and remove all trash and debris from site located at 13684 Huntington Circle. (Nguyen)

WHEREAS, the Mayor and Members of the Council find and do so determine that pursuant to bids heretofore received for lot cleanup and/or demolition of certain property described above in the City of Gulfport, that the bid price noted above is the lowest and best price and should be accepted; and

WHEREAS, the Mayor and Members of the Council further find and do so determine that Notice to Proceed should be given to the listed property above, and that the actual costs of cleanup should be assessed against the property as provided by law including a \$250.00 penalty.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND MEMBERS OF THE COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts and things recited in the Preamble hereto

are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the individual bids for the cleanup of the certain properties described above within the City of Gulfport, should be accepted as the lowest and best bid/bid price.

SECTION 3. That Notice to Proceed should be immediately given to the lowest and best bidder as noted above and the completion of all work shall be accomplished within 30 calendar days. If extenuating circumstances occur, the company may request an extension of time in writing to complete the work.

SECTION 4. That the costs of lot cleanup, plus a \$250.00 penalty, should be assessed as a lien against the said properties and shall be enrolled in the Office of the Circuit Clerk of the First Judicial of Harrison County, Mississippi, as other judgments are enrolled, as provided by law.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____ and was adopted by the following roll call vote:

YEAS:

NAYS:

ABSENT:

WHEREUPON, the President thereby declared the motion carried and the Resolution adopted this the _____ day of _____, 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the _____ day of _____, 2014.

APPROVED:

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ginnie Hem, Manager
Finance

Date: 07/08/2014

Subject: Monthly Check Register from Associated Adjusters for month of June, 2014.

Recommendation:

To: Mayor Billy Hewes
Council President Ricky Dombrowski
Councilwoman Ella Holmes-Hines
Councilwoman Cara L. Pucheu
Councilman Kenneth L. Casey, Sr.
Councilman F.B. 'Rusty' Walker, IV
Councilman Myles Sharp
Councilman Robert 'R. Lee' Flowers

CC: Dr. John Kelly, CAO

From: Scott Wilson, Comptroller

Date: July 1, 2014

Re: Monthly Check Register from Associated Adjusters

Attached are the reports from Associated Adjusters of payments made on Workers' Compensation and General Liability claims for the month of June, 2014 to be approved and spread on the minutes of the July 22, 2014 Council meeting.

If you have any questions, please call my office at any time.

July 01, 2014

Check Register

Page 1 of 6

10:25 am

Report Criteria: Transaction Date Range = 6/1/2014 - 6/30/2014 Filter = Transaction Type not in (Deposit, Non-Check, Reimbursement) and Checking Account = 'City of Gulfport' and Branch = 'Associated Adjusters International'

Checking Account Is City of Gulfport

<u>Transaction Type</u>	<u>Check Number</u>	<u>Payee Name</u>	<u>Transaction Amount</u>
<u>Transaction Date</u>	<u>Void Date</u>		
Voided	16767	Greg Lott	\$454.42
06/11/2014	06/11/2014		
Voided	16771	Compass Imaging, LLC	\$25.00
06/13/2014	06/13/2014		
Voided Totals (2)			\$479.42
Deposit/Reimbursement/Voided Totals (2)			\$479.42

<u>Transaction Type</u>	<u>Check Number</u>	<u>Payee Name</u>	<u>Transaction Amount</u>
<u>Transaction Date</u>	<u>Void Date</u>		
Check	16726	Leslee Curry as parent and guardian of	\$145.06
06/03/2014			
Check	16727	Leslee Curry as parent and guardian	\$145.06
06/03/2014			
Check	16728	RN Resources, Inc.	\$166.32
06/03/2014			
Check	16729	Encore Rehabilitation, Inc.	\$196.48
06/03/2014			
Check	16730	Encore Rehabilitation, Inc.	\$196.48
06/03/2014			
Check	16731	Leslee Curry	\$507.74
06/03/2014			
Check	16732	BILOXI HMA, INC.	\$566.40
06/03/2014			
Check	16733	Christopher Langenbach	\$844.62
06/03/2014			
Check	16734	Lance Ransonet	\$873.36
06/03/2014			
Check	16735	RN Resources, Inc.	\$876.92
06/03/2014			
Check	16736	Gary Joffrion, Jr.	\$898.24
06/03/2014			
Check	16737	RN Resources, Inc.	\$1,243.79
06/03/2014			
Check	16738	RN Resources, Inc.	\$1,837.70
06/03/2014			
Check	16739	Steve Martin	\$454.42
06/03/2014			
Check	16740	MSC Group, Inc.	\$27.36
06/05/2014			
Check	16741	Memorial Hospital	\$59.28
06/05/2014			
Check	16742	Tina M McGinty	\$106.38
06/05/2014			
Check	16743	Memorial Behavioral Health - Phys	\$118.86
06/05/2014			
Check	16744	Memorial Behavioral Health - Phys	\$118.86
06/05/2014			
Check	16745	Memorial Behavioral Health - Phys	\$118.86
06/05/2014			
Check	16746	Memorial Behavioral Health - Phys	\$120.19
06/05/2014			
Check	16747	Memorial Behavioral Health - Phys	\$120.19
06/05/2014			
Check	16748	RN Resources, Inc.	\$136.08
06/05/2014			
Check	16749	Tina M McGinty	\$163.58
06/05/2014			

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10:25 am

Report Criteria: Transaction Date Range = 6/1/2014 - 6/30/2014 Filter = Transaction Type not in (Deposit, Non-Check, Reimbursement) and Checking Account = 'City of Gulfport' and Branch = 'Associated Adjusters International'

Checking Account Is City of Gulfport

<u>Transaction Type</u>	<u>Check Number</u>	<u>Payee Name</u>	<u>Transaction Amount</u>
<u>Transaction Date</u>	<u>Void Date</u>		
Check	16750	StoneRiver Pharmacy Solutions	\$165.07
06/05/2014			
Check	16751	Memorial Behavioral Health - Phys	\$237.72
06/05/2014			
Check	16752	Advanced RX Pharmacy	\$248.30
06/05/2014			
Check	16753	Carlisle Medical Inc	\$347.05
06/05/2014			
Check	16754	RN Resources, Inc.	\$400.64
06/05/2014			
Check	16755	RN Resources, Inc.	\$535.59
06/05/2014			
Check	16756	Comprehensive Pain & Rehabilitation	\$60.66
06/05/2014			
Check	16757	NewSouth Neurospine	\$67.40
06/05/2014			
Check	16758	Carlisle Medical Inc	\$74.00
06/05/2014			
Check	16759	Bienville Orthopaedic Specialists, LLC	\$105.38
06/05/2014			
Check	16760	Bienville Orthopaedic Specialists, LLC	\$105.38
06/05/2014			
Check	16761	Bienville Orthopaedic Specialists, LLC	\$105.38
06/05/2014			
Check	16762	Carlisle Medical Inc	\$197.64
06/05/2014			
Check	16763	Cedar Lake Surgery Center CRNA	\$250.00
06/05/2014			
Check	16764	Cedar Lake Surgery Center	\$2,724.18
06/05/2014			
Check	16765	Stone Rehabilitation, LLC	\$497.56
06/06/2014			
Check	16766	Marty Capers	\$898.24
06/06/2014			
Check	16767	Greg Lott	\$454.42
06/11/2014			
Check	16768	Greg Lott	\$908.84
06/11/2014			
Check	16769	Mark Peduzzi	\$3,525.15
06/12/2014			
Check	16770	MetLife Tower Resources Group Inc.	\$31,521.00
06/12/2014			
Check	16771	Compass Imaging, LLC	\$25.00
06/13/2014			
Check	16772	Mark Peduzzi	\$66.08
06/16/2014			
Check	16773	Southern Neurologic & Spinal	\$79.29
06/17/2014			
Check	16774	Bienville Orthopaedic Specialists, LLC	\$105.38
06/17/2014			
Check	16775	Bienville Orthopaedic Specialists, LLC	\$105.38
06/17/2014			
Check	16776	Leslee Curry as parent and guardian of	\$145.06
06/17/2014			
Check	16777	Leslee Curry as parent and guardian	\$145.06
06/17/2014			

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10:25 am

Report Criteria: Transaction Date Range = 6/1/2014 - 6/30/2014 Filter = Transaction Type not in (Deposit, Non-Check, Reimbursement) and Checking Account = 'City of Gulfport' and Branch = 'Associated Adjusters International'

Checking Account Is City of Gulfport

<u>Transaction Type</u>	<u>Check Number</u>	<u>Payee Name</u>	<u>Transaction Amount</u>
<u>Transaction Date</u>	<u>Void Date</u>		
Check	16778	Encore Rehabilitation, Inc.	\$171.52
06/17/2014			
Check	16779	Encore Rehabilitation, Inc.	\$171.52
06/17/2014			
Check	16780	RN Resources, Inc.	\$177.66
06/17/2014			
Check	16781	Sun Coast Anesthesia PA	\$200.00
06/17/2014			
Check	16782	Encore Rehabilitation, Inc.	\$251.17
06/17/2014			
Check	16783	RN Resources, Inc.	\$393.60
06/17/2014			
Check	16784	Leslee Curry	\$507.74
06/17/2014			
Check	16785	Gulf Coast Outpatient Surgery Center	\$729.86
06/17/2014			
Check	16786	RN Resources, Inc.	\$738.91
06/17/2014			
Check	16787	Christopher Langenbach	\$844.62
06/17/2014			
Check	16788	Lance Ransonet	\$873.36
06/17/2014			
Check	16789	Gary Joffrion, Jr.	\$898.24
06/17/2014			
Check	16790	Jennifer Dubuisson	\$898.24
06/17/2014			
Check	16791	Steve Martin	\$908.84
06/17/2014			
Check	16792	Bienville Orthopaedic Specialists, LLC	\$1,462.96
06/17/2014			
Check	16793	Crystal L. Morris, CSR	\$2,047.00
06/17/2014			
Check	16794	Sajwaj Fiberglass Specialties	\$350.00
06/19/2014			
Check	16795	Associated Managed Care	\$9,694.28
06/19/2014			
Check	16796	Federal Express	\$26.01
06/20/2014			
Check	16797	Bienville Orthopaedic Specialists, LLC	\$46.54
06/20/2014			
Check	16798	MSC Group, Inc.	\$82.08
06/20/2014			
Check	16799	Roy D Pepper Jr	\$92.73
06/20/2014			
Check	16800	Rehabilitation Review, Inc.	\$95.00
06/20/2014			
Check	16801	Carlisle Medical Inc	\$110.15
06/20/2014			
Check	16802	Roy D Pepper Jr	\$141.72
06/20/2014			
Check	16803	RN Resources, Inc.	\$166.32
06/20/2014			
Check	16804	RN Resources, Inc.	\$189.00
06/20/2014			
Check	16805	RN Resources, Inc.	\$189.00
06/20/2014			

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Report Criteria: Transaction Date Range = 6/1/2014 - 6/30/2014 Filter = Transaction Type not in (Deposit, Non-Check, Reimbursement) and Checking Account = 'City of Gulfport' and Branch = 'Associated Adjusters International'

Checking Account Is City of Gulfport

<u>Transaction Type</u>	<u>Check Number</u>	<u>Payee Name</u>	<u>Transaction Amount</u>
<u>Transaction Date</u>	<u>Void Date</u>		
Check	16806	Encore Rehabilitation, Inc.	\$216.13
06/20/2014			
Check	16807	Encore Rehabilitation, Inc.	\$216.13
06/20/2014			
Check	16808	Encore Rehabilitation, Inc.	\$221.44
06/20/2014			
Check	16809	Encore Rehabilitation, Inc.	\$221.44
06/20/2014			
Check	16810	Encore Rehabilitation, Inc.	\$247.99
06/20/2014			
Check	16811	RN Resources, Inc.	\$852.86
06/20/2014			
Check	16812	SMB Radiology, PA	\$19.69
06/20/2014			
Check	16813	BILOXI HMA, INC.	\$46.61
06/20/2014			
Check	16814	Singing River Health System	\$79.29
06/20/2014			
Check	16815	ACS Emergency Services of MS	\$80.80
06/20/2014			
Check	16816	Bienville Orthopaedic Specialists, LLC	\$105.38
06/20/2014			
Check	16817	Encore Rehabilitation, Inc.	\$171.52
06/20/2014			
Check	16818	Bienville Orthopaedic Specialists, LLC	\$182.35
06/20/2014			
Check	16819	Encore Rehabilitation, Inc.	\$196.48
06/20/2014			
Check	16820	Bienville Orthopaedic Specialists, LLC	\$237.50
06/20/2014			
Check	16821	Carlisle Medical Inc	\$608.99
06/20/2014			
Check	16822	Norma Jean Ladner Soro	\$1,055.00
06/20/2014			
Check	16823	Shawn Williams	\$181.78
06/23/2014			
Check	16824	Marty Capers	\$211.64
06/23/2014			
Check	16825	Marty Capers	\$898.24
06/23/2014			
Check	16826	Greg Lott	\$908.84
06/23/2014			
Check	16827	Jamie Fredericks	\$729.58
06/23/2014			
Check	16828	Amanda A. Schmitt	\$799.08
06/27/2014			
Check	16829	ACS Emergency Services of MS	\$80.80
06/27/2014			
Check	16830	Rehabilitation Review, Inc.	\$121.40
06/27/2014			
Check	16831	RN Resources, Inc.	\$158.76
06/27/2014			
Check	16832	Encore Rehabilitation, Inc.	\$171.52
06/27/2014			
Check	16833	RN Resources, Inc.	\$177.66
06/27/2014			

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Report Criteria: Transaction Date Range = 6/1/2014 - 6/30/2014 Filter = Transaction Type not in (Deposit, Non-Check, Reimbursement) and Checking Account = 'City of Gulfport' and Branch = 'Associated Adjusters International'

Checking Account is City of Gulfport

<u>Transaction Type</u>	<u>Check Number</u>	<u>Payee Name</u>	<u>Transaction Amount</u>
<u>Transaction Date</u>	<u>Void Date</u>		
Check	16834	Encore Rehabilitation, Inc.	\$196.48
06/27/2014			
Check	16835	Encore Rehabilitation, Inc.	\$196.48
06/27/2014			
Check	16836	GPCH-GP INC	\$330.61
06/27/2014			
Check	16837	RN Resources, Inc.	\$838.34
06/27/2014			
Check	16838	Open MRI Inc.	\$940.69
06/27/2014			
Check	16839	RN Resources, Inc.	\$967.64
06/27/2014			
Check	16840	RN Resources, Inc.	\$1,071.78
06/27/2014			
Check	16841	RN Resources, Inc.	\$1,991.12
06/27/2014			
Check	16842	Cedar Lake Surgery Center	\$2,724.18
06/27/2014			
Check Totals (117)			\$95,057.37
Charge/Check Totals (117)			\$95,057.37
Checks less Voids/Reimbursements			\$94,577.95
City of Gulfport Totals			\$(94,577.95)

July 01, 2014
10:25 am

Check Register

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Report Criteria:

Transaction Date Range = 6/1/2014 - 6/30/2014 Filter = Transaction Type not in (Deposit, Non-Check, Reimbursement) and Checking Account = 'City of Gulfport' and Branch = 'Associated Adjusters International'

Grand Totals

\$(94,577.95)

Report Criteria: Filter = Checking Account Description = 'City of Gulfport' and LOB in (General Liability, Professional, Property, Vehicle/Auto) and Transaction Type not in (Deposit, Non-Check, Reimbursement) and Begin Date = '06/01/2014' and End Date = '06/30/2014' and Branch = 'Associated Adjusters International'

Tran. Amount	\$26.01
	\$1,055.00
	\$1,081.01

Tran. Amount
\$350.00
\$350.00

Tran. Amount
\$2,047.00
\$799.08
\$2,846.08
\$4,277.09

10:30 am

Report Criteria: Filter = Checking Account Description = 'City of Gulfport' and LOB in (Workers' Compensation) and Transaction Type not in (Deposit, Non-Check, Reimbursement) and Begin Date = '06/01/2014' and End Date = '06/30/2014' and Branch = 'Associated Adjusters International'

Group 1: Tier 2 Name is Engineering - 325

FH Claim	Issued Date	Payment Type	Payee Name	Check Num	Tran. Type	Tran. Date	Tran. Amount
AAI-0031352	06/03/2014	EXPENSE	RN Resources, Inc.	16738	Check	06/03/2014	\$1,837.70
AAI-0031352	06/05/2014	Medical to Provider	Bienville Orthopaedic Specialists, LLC	16759	Check	06/05/2014	\$105.38
AAI-0031352	06/05/2014	Medical to Provider	Bienville Orthopaedic Specialists, LLC	16760	Check	06/05/2014	\$105.38
AAI-0031352	06/05/2014	Medical to Provider	Bienville Orthopaedic Specialists, LLC	16761	Check	06/05/2014	\$105.38
AAI-0031352	06/05/2014	Medical to Provider	Carlisle Medical Inc	16762	Check	06/05/2014	\$197.64
AAI-0031352	06/17/2014	Medical to Provider	Bienville Orthopaedic Specialists, LLC	16774	Check	06/17/2014	\$105.38
AAI-0031352	06/17/2014	Medical to Provider	Bienville Orthopaedic Specialists, LLC	16775	Check	06/17/2014	\$105.38
AAI-0031352	06/19/2014	EXPENSE	Associated Managed Care	16795	Check	06/19/2014	\$132.67
AAI-0031352	06/20/2014	Medical to Provider	Singing River Health System	16814	Check	06/20/2014	\$79.29
AAI-0031352	06/20/2014	Medical to Provider	Bienville Orthopaedic Specialists, LLC	16816	Check	06/20/2014	\$105.38
AAI-0031352	06/27/2014	EXPENSE	RN Resources, Inc.	16837	Check	06/27/2014	\$838.34
Engineering - 325 Totals							\$3,717.92

Group 1: Tier 2 Name is Fire - 290

FH Claim	Issued Date	Payment Type	Payee Name	Check Num	Tran. Type	Tran. Date	Tran. Amount
AAI-0032403	06/03/2014	Medical to Provider	BILOXI HMA, INC.	16732	Check	06/03/2014	\$566.40
AAI-0031560	06/03/2014	Indemnity	Lance Ransonet	16734	Check	06/03/2014	\$873.36
AAI-0031931	06/03/2014	Indemnity	Gary Joffron, Jr.	16736	Check	06/03/2014	\$898.24
AAI-0031914	06/03/2014	EXPENSE	RN Resources, Inc.	16737	Check	06/03/2014	\$1,243.79
AAI-0032336	06/03/2014	Indemnity	Steve Martin	16739	Check	06/03/2014	\$454.42
AAI-0032302	06/05/2014	Medical to Provider	Tina M McGinty	16742	Check	06/05/2014	\$106.38
AAI-0032299	06/05/2014	Medical to Provider	Tina M McGinty	16749	Check	06/05/2014	\$163.58
AAI-0032336	06/05/2014	Medical to Provider	Cedar Lake Surgery Center CRNA	16763	Check	06/05/2014	\$250.00
AAI-0032336	06/05/2014	Medical to Provider	Cedar Lake Surgery Center	16764	Check	06/05/2014	\$2,724.18
AAI-0031914	06/06/2014	Indemnity	Marty Capers	16766	Check	06/06/2014	\$898.24
AAI-0032336	06/17/2014	Medical to Provider	Encore Rehabilitation, Inc.	16778	Check	06/17/2014	\$171.52
AAI-0032336	06/17/2014	Medical to Provider	Encore Rehabilitation, Inc.	16779	Check	06/17/2014	\$171.52
AAI-0032257	06/17/2014	Medical to Provider	Sun Coast Anesthesia PA	16781	Check	06/17/2014	\$200.00
AAI-0032336	06/17/2014	Medical to Provider	Encore Rehabilitation, Inc.	16782	Check	06/17/2014	\$251.17
AAI-0032285	06/17/2014	EXPENSE	RN Resources, Inc.	16783	Check	06/17/2014	\$393.60
AAI-0031560	06/17/2014	Indemnity	Lance Ransonet	16788	Check	06/17/2014	\$873.36
AAI-0031931	06/17/2014	Indemnity	Gary Joffron, Jr.	16789	Check	06/17/2014	\$898.24
AAI-0032336	06/17/2014	Indemnity	Steve Martin	16791	Check	06/17/2014	\$908.84
AAI-0032336	06/17/2014	Medical to Provider	Bienville Orthopaedic Specialists, LLC	16792	Check	06/17/2014	\$1,462.96
AAI-0031458	06/19/2014	EXPENSE	Associated Managed Care	16795	Check	06/19/2014	\$630.62

Report Criteria: Filter = Checking Account Description = 'City of Gulfport' and LOB in (Workers' Compensation) and Transaction Type not in (Deposit, Non-Check, Reimbursement) and Begin Date = '06/30/2014' and End Date = '06/30/2014' and Branch = 'Associated Adjusters International'

[illegible]

Fire - 290 Totals

10:30 am

Report Criteria: Filter = Checking Account Description = 'City of Gulfport' and LOB in (Workers' Compensation) and Transaction Type not in (Deposit, Non-Check, Reimbursement) and Begin Date = '06/01/2014' and End Date = '06/30/2014' and Branch = 'Associated Adjusters International'

Group 1: Tier 2 Name is Gen Admin - 145

FH Claim	Issued Date	Payment Type	Payee Name	Check Num	Tran. Type	Tran. Date	Tran. Amount
AAI-0031989	06/17/2014	Indemnity	Jennifer Dubuisson	16790	Check	06/17/2014	\$898.24
AAI-0031989	06/27/2014	Medical to Provider	Cedar Lake Surgery Center	16842	Check	06/27/2014	\$2,724.18
Gen Admin - 145 Totals							\$3,622.42

Group 1: Tier 2 Name is Judicial / Courts - 125

FH Claim	Issued Date	Payment Type	Payee Name	Check Num	Tran. Type	Tran. Date	Tran. Amount
AAI-0026258	06/05/2014	Medical to Provider	MSC Group, Inc.	16740	Check	06/05/2014	\$27.36
AAI-0026258	06/05/2014	Medical to Provider	StoneRiver Pharmacy Solutions	16750	Check	06/05/2014	\$165.07
AAI-0026258	06/05/2014	Medical to Provider	Comprehensive Pain & Rehabilitation	16756	Check	06/05/2014	\$60.66
AAI-0026258	06/13/2014	EXPENSE	Compass Imaging, LLC	16771	Check	06/13/2014	\$25.00
AAI-0026258	06/13/2014	EXPENSE	Compass Imaging, LLC	16771	Voided	06/13/2014	\$(25.00)
AAI-0026258	06/19/2014	EXPENSE	Associated Managed Care	16795	Check	06/19/2014	\$196.82
AAI-0026258	06/20/2014	Medical to Provider	MSC Group, Inc.	16798	Check	06/20/2014	\$82.08
Judicial / Courts - 125 Totals							\$531.99

Group 1: Tier 2 Name is Leisure Services - 411

FH Claim	Issued Date	Payment Type	Payee Name	Check Num	Tran. Type	Tran. Date	Tran. Amount
AAI-0025226	06/05/2014	EXPENSE	RN Resources, Inc.	16748	Check	06/05/2014	\$136.08
AAI-0032271	06/05/2014	EXPENSE	RN Resources, Inc.	16754	Check	06/05/2014	\$400.64
AAI-0032271	06/17/2014	EXPENSE	RN Resources, Inc.	16780	Check	06/17/2014	\$177.66
AAI-0032271	06/19/2014	EXPENSE	Associated Managed Care	16795	Check	06/19/2014	\$23.55
AAI-0032271	06/20/2014	Medical to Provider	Blenville Orthopaedic Specialists, LLC	16820	Check	06/20/2014	\$237.50
AAI-0025226	06/20/2014	Medical to Provider	Carlisle Medical Inc	16821	Check	06/20/2014	\$608.99
AAI-0032425	06/23/2014	Indemnity	Jamie Fredericks	16827	Check	06/23/2014	\$729.58
AAI-0025226	06/27/2014	EXPENSE	RN Resources, Inc.	16833	Check	06/27/2014	\$177.66
Leisure Services - 411 Totals							\$2,491.66

Group 1: Tier 2 Name is Police - 213

FH Claim	Issued Date	Payment Type	Payee Name	Check Num	Tran. Type	Tran. Date	Tran. Amount
AAI-0028523	06/03/2014	Indemnity	Leslee Curry as parent and guardian of	16726	Check	06/03/2014	\$145.06
AAI-0028523	06/03/2014	Indemnity	Leslee Curry as parent and guardian	16727	Check	06/03/2014	\$145.06
AAI-0028832	06/03/2014	EXPENSE	RN Resources, Inc.	16728	Check	06/03/2014	\$166.32
AAI-0032213	06/03/2014	Medical to Provider	Encore Rehabilitation, Inc.	16729	Check	06/03/2014	\$196.48
AAI-0032213	06/03/2014	Medical to Provider	Encore Rehabilitation, Inc.	16730	Check	06/03/2014	\$196.48
AAI-0028523	06/03/2014	Indemnity	Leslee Curry	16731	Check	06/03/2014	\$507.74
AAI-0029570	06/03/2014	Indemnity	Christopher Langenbach	16733	Check	06/03/2014	\$844.62
AAI-0032378	06/03/2014	EXPENSE	RN Resources, Inc.	16735	Check	06/03/2014	\$876.92

Report Criteria: Filter = Checking Account Description = 'City of Gulfport' and LOB in (Workers' Compensation) and Transaction Type not in (Deposit, Non-Check, Reimbursement) and Begin Date = '06/01/2014' and End Date = '06/30/2014' and Branch = 'Associated Adjusters International'

Group 1: Tier 2 Name is Police - 213

FH Claim	Issued Date	Payment Type	Payee Name	Check Num	Tran. Type	Tran. Date	Tran. Amount
AAI-0029570	06/05/2014	Medical to Provider	Memorial Behavioral Health - Phys	16743	Check	06/05/2014	\$118.86
AAI-0029570	06/05/2014	Medical to Provider	Memorial Behavioral Health - Phys	16744	Check	06/05/2014	\$118.86
AAI-0029570	06/05/2014	Medical to Provider	Memorial Behavioral Health - Phys	16745	Check	06/05/2014	\$118.86
AAI-0029570	06/05/2014	Medical to Provider	Memorial Behavioral Health - Phys	16746	Check	06/05/2014	\$120.19
AAI-0029570	06/05/2014	Medical to Provider	Memorial Behavioral Health - Phys	16747	Check	06/05/2014	\$120.19
AAI-0029570	06/05/2014	Medical to Provider	Memorial Behavioral Health - Phys	16751	Check	06/05/2014	\$237.72
AAI-0030253	06/05/2014	Medical to Provider	Advanced RX Pharmacy	16752	Check	06/05/2014	\$248.30
AAI-0028832	06/05/2014	Medical to Provider	Carlisle Medical Inc	16753	Check	06/05/2014	\$347.05
AAI-0031775	06/05/2014	EXPENSE	RN Resources, Inc.	16755	Check	06/05/2014	\$535.59
AAI-0030253	06/05/2014	Medical to Provider	NewSouth Neurospine	16757	Check	06/05/2014	\$67.40
AAI-0032213	06/05/2014	Medical to Provider	Carlisle Medical Inc	16758	Check	06/05/2014	\$74.00
AAI-0023479	06/06/2014	EXPENSE	Stone Rehabilitation, LLC	16765	Check	06/06/2014	\$497.56
AAI-0032430	06/11/2014	Indemnity	Greg Lott	16767	Check	06/11/2014	\$454.42
AAI-0032430	06/11/2014	Indemnity	Greg Lott	16767	Voided	06/11/2014	\$(454.42)
AAI-0032430	06/11/2014	Indemnity	Greg Lott	16768	Check	06/11/2014	\$908.84
AAI-0028832	06/12/2014	Medical to Claimant	Mark Peduzzi	16769	Check	06/12/2014	\$3,525.15
AAI-0028832	06/12/2014	Medical to Provider	MeLife Tower Resources Group Inc.	16770	Check	06/12/2014	\$31,521.00
AAI-0028832	06/16/2014	Medical to Claimant	Mark Peduzzi	16772	Check	06/16/2014	\$66.08
AAI-0028832	06/17/2014	Medical to Provider	Southern Neurologic & Spinal	16773	Check	06/17/2014	\$79.29
AAI-0028523	06/17/2014	Indemnity	Leslee Curry as parent and guardian of	16776	Check	06/17/2014	\$145.06
AAI-0028523	06/17/2014	Indemnity	Leslee Curry as parent and guardian	16777	Check	06/17/2014	\$145.06
AAI-0028523	06/17/2014	Indemnity	Leslee Curry	16784	Check	06/17/2014	\$507.74
AAI-0032213	06/17/2014	Medical to Provider	Gulf Coast Outpatient Surgery Center	16785	Check	06/17/2014	\$729.86
AAI-0030595	06/17/2014	EXPENSE	RN Resources, Inc.	16786	Check	06/17/2014	\$738.91
AAI-0029570	06/17/2014	Indemnity	Christopher Langenbach	16787	Check	06/17/2014	\$844.62
AAI-0029296	06/19/2014	EXPENSE	Associated Managed Care	16795	Check	06/19/2014	\$179.06
AAI-0029570	06/19/2014	EXPENSE	Associated Managed Care	16795	Check	06/19/2014	\$62.90
AAI-0031775	06/19/2014	EXPENSE	Associated Managed Care	16795	Check	06/19/2014	\$113.12
AAI-0032169	06/19/2014	EXPENSE	Associated Managed Care	16795	Check	06/19/2014	\$1.62
AAI-0032213	06/19/2014	EXPENSE	Associated Managed Care	16795	Check	06/19/2014	\$79.68
AAI-0023479	06/19/2014	EXPENSE	Associated Managed Care	16795	Check	06/19/2014	\$5.37
AAI-0029296	06/20/2014	Medical to Provider	Bienville Orthopaedic Specialists, LLC	16797	Check	06/20/2014	\$46.54
AAI-0028832	06/20/2014	EXPENSE	RN Resources, Inc.	16803	Check	06/20/2014	\$166.32
AAI-0029570	06/20/2014	EXPENSE	RN Resources, Inc.	16804	Check	06/20/2014	\$189.00

Report Criteria:
Filter = Checking Account Description = 'City of Gulfport' and LOB in (Workers' Compensation) and Transaction Type not in (Deposit, Non-Check, Reimbursement) and Begin Date = '06/30/2014' and End Date = '06/30/2014' and Branch = 'Associated Adjusters International'

[illegible]

FH Claim	Issued Date	Payment Type	Payee Name	Check Num	Tran. Type	Tran. Date	Tran. Amount
AAI-0032296	06/05/2014	Medical to Provider	Memorial Hospital	16741	Check	06/05/2014	\$59.28
AAI-0032296	06/19/2014	EXPENSE	Associated Managed Care	16795	Check	06/19/2014	\$16.37
Utility Billing - 811 Totals							\$75.65
Grand Total							\$90,300.86



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ginnie Hem, Manager
Finance

Date: 07/14/2014

Subject: Year to Date Budget Report for the month ending June 30, 2014.

Recommendation:



Comptroller

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-239-7401

City Hall
2309 15th St.
Gulfport, MS 39501

MEMORANDUM

TO: Mayor Billy Hewes
Councilman Kenneth Casey
Councilman Ricky Dombrowski
Councilman Myles Sharp
Councilwoman Ella Holmes - Hines
Councilman Rusty Walker
Councilwoman Cara Pucheu
Councilman R. Lee Flowers

From: Scott Wilson, Comptroller

Subject: Year-to-Date Budget Report for Month Ending June 2014

Date: July 13, 2014

Please find attached a year to date budget report for the month ending June 30, 2014. This report represents the ninth (9th) month of the City's 2014 Fiscal year.

The first section of the report is represented in pages 1-14. This section represents all of the City's Funds and presents summary financial information on a Fund and Department basis. The final section of this report is represented in the last 6 pages and represents individual capital projects budgeted amounts. Financial information contained within this section is presented on a funding source and "project" basis – expenditures only.

As always, please do not hesitate to call me if I can be of further assistance.

City Of Gulfport		
Year to date budget report		
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CITY OF GULFPORT



YEAR TO DATE MONTHLY REPORT FOR MONTH ENDING JUNE 30, 2014

FOR 2014 09

	ORIGINAL APPROP	TRANSFERS/ ADJUSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
010 GENERAL FUND							
000 REVENUES							
40 PROPERTY TAXES	-17,683,000	0	-17,683,000	-16,199,704.26	.00	-1,483,295.74	91.6%
41 SALES TAX	-19,600,000	0	-19,600,000	-14,539,970.87	.00	-5,060,029.13	74.2%
42 LICENSES AND PERMITS	-1,176,000	0	-1,176,000	-911,012.10	.00	-264,987.90	77.5%
43 FRANCHISE FEES	-3,800,000	0	-3,800,000	-3,043,728.79	.00	-756,271.21	80.1%
44 GAMING FEES	-3,270,000	0	-3,270,000	-2,373,089.05	.00	-896,910.95	72.6%
45 GRANTS FEDERAL	0	-592,828	-592,828	45,931.56	.00	-638,759.69	-7.7%
46 GRANTS STATE	0	-7,520	-7,520	-34,149.16	.00	26,628.99	454.1%
47 GRANTS OTHER	-1,057,000	-76,616	-1,133,616	-831,524.39	.00	-302,091.61	73.4%
48 FINES AND FORFEITS	-1,897,000	0	-1,897,000	-1,265,346.76	.00	-631,653.24	66.7%
49 INTERGOVERNMENTAL	-2,002,000	0	-2,002,000	-1,369,212.15	.00	-632,787.85	68.4%
50 CHARGES FOR SERVICE	-2,159,000	0	-2,159,000	-680,812.17	.00	-1,478,187.83	31.5%
51 INTEREST EARNED	-25,000	0	-25,000	-940.77	.00	-24,059.23	3.8%
56 MISC REVENUE	-150,000	-9,348	-159,348	-275,386.78	.00	116,038.78	172.8%
58 OTHER FINANCING SRCE	-22,000	-522,378	-544,378	-780,402.28	.00	236,024.28	143.4%
TOTAL REVENUES	-52,841,000	-1,208,690	-54,049,690	-42,259,347.97	.00	-11,790,342.33	78.2%
111 EXECUTIVE							
60 PERSONAL SERVICES	258,554	0	258,554	205,810.83	.00	52,743.17	79.6%
61 SUPPLIES	3,960	0	3,960	1,565.79	.00	2,394.21	39.5%
62 OTHER SERVICES	28,638	0	28,638	15,844.41	.00	12,793.59	55.3%
TOTAL EXECUTIVE	291,152	0	291,152	223,221.03	.00	67,930.97	76.7%
115 LEGISLATIVE							
60 PERSONAL SERVICES	355,956	0	355,956	273,214.73	.00	82,741.27	76.8%
61 SUPPLIES	5,700	0	5,700	2,386.81	.00	3,313.19	41.9%
62 OTHER SERVICES	73,638	0	73,638	38,417.77	.00	35,220.23	52.2%
63 CAPITAL OUTLAY	46,000	0	46,000	13,707.97	.00	32,292.03	29.8%
TOTAL LEGISLATIVE	481,294	0	481,294	327,727.28	.00	153,566.72	68.1%
125 JUDICIAL							

CITY OF GULFPORT



YEAR TO DATE MONTHLY REPORT FOR MONTH ENDING JUNE 30, 2014

FOR 2014 09

	ORIGINAL APPROP	TRANSFERS/ ADJUSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
60 PERSONAL SERVICES	1,205,812	0	1,205,812	870,119.78	.00	335,692.22	72.2%
61 SUPPLIES	48,104	0	48,104	20,805.26	8,944.07	18,354.59	61.8%
62 OTHER SERVICES	460,624	0	460,624	315,542.31	12,680.06	132,401.63	71.3%
TOTAL JUDICIAL	1,714,540	0	1,714,540	1,206,467.35	21,624.13	486,448.44	71.6%
135 LEGAL							
60 PERSONAL SERVICES	792,700	-40,160	752,540	518,620.61	.00	233,919.73	68.9%
61 SUPPLIES	4,601	548	5,149	2,647.44	339.70	2,162.31	58.0%
62 OTHER SERVICES	277,981	305,537	583,518	540,806.67	1,843.47	40,867.60	93.0%
TOTAL LEGAL	1,075,282	265,926	1,341,208	1,062,074.72	2,183.17	276,949.64	79.4%
145 GENERAL ADMINISTRATION							
60 PERSONAL SERVICES	2,276,688	-7,922	2,268,766	1,731,944.52	.00	536,821.48	76.3%
61 SUPPLIES	123,835	0	123,835	71,543.40	474.99	51,816.61	58.2%
62 OTHER SERVICES	1,523,547	21,205	1,544,752	1,231,412.55	179,944.47	133,394.98	91.4%
63 CAPITAL OUTLAY	0	529,652	529,652	428,511.10	100,384.22	756.68	99.9%
65 DEBT SERVICE	218,000	0	218,000	54,183.58	.00	163,816.42	24.9%
TOTAL GENERAL ADMINISTRATION	4,142,070	542,935	4,685,005	3,517,595.15	280,803.68	886,606.17	81.1%
175 PUBLIC TRANSPORTATION							
62 OTHER SERVICES	305,943	54,735	360,678	302,044.25	.00	58,633.75	83.7%
TOTAL PUBLIC TRANSPORTATION	305,943	54,735	360,678	302,044.25	.00	58,633.75	83.7%
212 POLICE							
60 PERSONAL SERVICES	13,920,373	479,350	14,399,723	10,386,949.86	.00	4,012,773.10	72.1%
61 SUPPLIES	1,290,000	21,449	1,311,449	998,276.27	168,838.31	144,334.38	89.0%
62 OTHER SERVICES	1,948,765	118,786	2,067,551	1,239,902.50	20,864.09	806,784.67	61.0%

CITY OF GULFPORT



YEAR TO DATE MONTHLY REPORT FOR MONTH ENDING JUNE 30, 2014

FOR 2014 09

	ORIGINAL APPROP	TRANSFERS/ ADJUSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
63 CAPITAL OUTLAY	0	233,320	233,320	98,940.17	126,868.38	7,511.33	96.8%
TOTAL POLICE	17,159,138	852,905	18,012,043	12,724,068.80	316,570.78	4,971,403.48	72.4%
290 FIRE							
60 PERSONAL SERVICES	10,752,489	0	10,752,489	8,354,699.54	1,592.48	2,396,196.98	77.7%
61 SUPPLIES	518,813	-1,546	517,267	249,560.05	101,293.62	166,413.33	67.8%
62 OTHER SERVICES	599,407	0	599,407	391,590.16	3,293.00	204,523.62	65.9%
63 CAPITAL OUTLAY	0	586,650	586,650	88,503.26	488,406.90	9,739.84	98.3%
TOTAL FIRE	11,870,709	585,104	12,455,813	9,084,353.01	594,586.00	2,776,873.77	77.7%
309 PUBLIC WORKS							
60 PERSONAL SERVICES	1,486,224	0	1,486,224	1,143,099.32	.00	343,124.68	76.9%
61 SUPPLIES	1,390,350	0	1,390,350	1,087,707.15	141,362.63	161,280.69	88.4%
62 OTHER SERVICES	3,224,132	-21,450	3,202,682	2,771,059.08	5,424.93	426,197.99	86.7%
63 CAPITAL OUTLAY	0	21,450	21,450	19,369.58	2,064.80	15.62	99.9%
TOTAL PUBLIC WORKS	6,100,706	0	6,100,706	5,021,235.13	148,852.36	930,618.98	84.7%
325 ENGINEERING							
60 PERSONAL SERVICES	507,505	0	507,505	340,219.18	.00	167,285.82	67.0%
61 SUPPLIES	19,700	0	19,700	14,594.89	1,930.11	3,175.00	83.9%
62 OTHER SERVICES	1,691,878	-13,000	1,678,878	1,222,688.59	84,566.78	371,622.63	77.9%
63 CAPITAL OUTLAY	0	13,000	13,000	11,995.00	719.00	286.00	97.8%
TOTAL ENGINEERING	2,219,083	0	2,219,083	1,589,497.66	87,215.89	542,369.45	75.6%
407 LEISURE SERVICES							
60 PERSONAL SERVICES	3,255,503	0	3,255,503	2,247,067.54	.00	1,008,435.46	69.0%
61 SUPPLIES	737,091	0	737,091	506,952.29	90,894.55	139,244.16	81.1%
62 OTHER SERVICES	1,644,904	0	1,644,904	1,192,764.83	40,603.86	411,535.31	75.0%
TOTAL LEISURE SERVICES	5,637,498	0	5,637,498	3,946,784.66	131,498.41	1,559,214.93	72.3%

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	ORIGINAL APPROP	TRANSFERS/ ADJUSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
611 URBAN DEVELOP\BLDG\PLANNING							
60 PERSONAL SERVICES	1,478,441	0	1,478,441	1,216,226.31	.00	262,214.69	82.3%
61 SUPPLIES	41,555	0	41,555	26,964.86	12.00	14,578.14	64.9%
62 OTHER SERVICES	215,836	6,880	222,716	95,147.24	15,935.22	111,633.48	49.9%
TOTAL URBAN DEVELOP\BLDG\PLANNING	1,735,832	6,880	1,742,712	1,338,338.41	15,947.22	388,426.31	77.7%
621 ECONOMIC DEVELOPMENT							
60 PERSONAL SERVICES	201,064	-44,005	157,059	58,046.84	.00	99,012.16	37.0%
61 SUPPLIES	5,300	0	5,300	1,805.44	.00	3,494.56	34.1%
62 OTHER SERVICES	116,615	0	116,615	10,855.34	2,122.10	103,637.56	11.1%
TOTAL ECONOMIC DEVELOPMENT	322,979	-44,005	278,974	70,707.62	2,122.10	206,144.28	26.1%
TOTAL GENERAL FUND	215,226	1,055,789	1,271,015	-1,845,232.90	1,601,403.74	1,514,844.56	-19.2%
TOTAL REVENUES	-52,841,000	-1,208,690	-54,049,690	-42,259,347.97	.00	-11,790,342.33	
TOTAL EXPENSES	53,056,226	2,264,480	55,320,706	40,414,115.07	1,601,403.74	13,305,186.89	
030 DISASTER RELIEF							
000 REVENUES							
45 GRANTS FEDERAL	-48,703,311	0	-48,703,311	-3,058,401.80	.00	-45,644,909.20	6.3%
46 GRANTS STATE	-2,961,817	0	-2,961,817	-275,289.63	.00	-2,686,527.37	9.3%
57 OPERATING TRANSFERS	-352,918	0	-352,918	.00	.00	-352,918.00	.0%
TOTAL REVENUES	-52,018,046	0	-52,018,046	-3,333,691.43	.00	-48,684,354.57	6.4%
169 HURRICANE KATRINA							
61 SUPPLIES	337,166	0	337,166	.00	.00	337,166.00	.0%
62 OTHER SERVICES	5,062,315	0	5,062,315	41,520.00	162,441.53	4,858,353.47	4.0%
63 CAPITAL OUTLAY	10,661,675	0	10,661,675	146,736.00	.00	10,514,939.00	1.4%

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64 CAPITAL PROJECTS	19,183,105	0	19,183,105	475.00	.00	19,182,630.00	.0%
TOTAL HURRICANE KATRINA	35,244,261	0	35,244,261	188,731.00	162,441.53	34,893,088.47	1.0%
170 HURRICANE GUSTAV							
62 OTHER SERVICES	319,152	0	319,152	.00	.00	319,152.00	.0%
TOTAL HURRICANE GUSTAV	319,152	0	319,152	.00	.00	319,152.00	.0%
172 HURRICANE ISAAC							
61 SUPPLIES	1	0	1	.00	.00	1.00	.0%
62 OTHER SERVICES	2,551,782	0	2,551,782	228,620.19	56,543.26	2,266,618.55	11.2%
TOTAL HURRICANE ISAAC	2,551,783	0	2,551,783	228,620.19	56,543.26	2,266,619.55	11.2%
TOTAL DISASTER RELIEF	-13,902,850	0	-13,902,850	-2,916,340.24	218,984.79	-11,205,494.55	19.4%
TOTAL REVENUES	-52,018,046	0	-52,018,046	-3,333,691.43	.00	-48,684,354.57	
TOTAL EXPENSES	38,115,196	0	38,115,196	417,331.19	218,984.79	37,478,860.02	
100 CAPITAL PROJECTS							
000 REVENUES							
45 GRANTS FEDERAL	-3,379,889	-548,590	-3,928,479	-249,788.28	.00	-3,678,690.72	6.4%
46 GRANTS STATE	-3,547,795	-3,266,223	-6,814,018	-185,004.25	.00	-6,629,013.75	2.7%
47 GRANTS OTHER	-793,924	40,085	-753,839	-59,915.00	.00	-693,924.00	7.9%
51 INTEREST EARNED	0	0	0	-1,538.72	.00	1,538.72	100.0%
58 OTHER FINANCING SRCE	0	-1,910,117	-1,910,117	.00	.00	-1,910,117.00	.0%
TOTAL REVENUES	-7,721,608	-5,684,845	-13,406,453	-496,246.25	.00	-12,910,206.75	3.7%
345 CAPITAL PROJECTS - CAP							

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	ORIGINAL APPROP	TRANSFERS/ ADJUSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
62 OTHER SERVICES	1,097,423	-31,194	1,066,229	452,174.18	269,784.99	344,269.83	67.7%
63 CAPITAL OUTLAY	87,179	1,910,117	1,997,296	87,172.90	1,910,117.00	6.10	100.0%
64 CAPITAL PROJECTS	16,027,283	3,751,422	19,778,705	2,394,684.14	4,307,404.60	13,076,616.26	33.9%
TOTAL CAPITAL PROJECTS - CAP	17,211,885	5,630,345	22,842,230	2,934,031.22	6,487,306.59	13,420,892.19	41.2%
TOTAL CAPITAL PROJECTS	9,490,277	-54,500	9,435,777	2,437,784.97	6,487,306.59	510,685.44	94.6%
TOTAL REVENUES	-7,721,608	-5,684,845	-13,406,453	-496,246.25	.00	-12,910,206.75	
TOTAL EXPENSES	17,211,885	5,630,345	22,842,230	2,934,031.22	6,487,306.59	13,420,892.19	
130 PUBLIC IMPROVEMENT 1998							
351 CAPITAL PROJECTS - PI 98							
64 CAPITAL PROJECTS	22,102	0	22,102	19,462.00	.00	2,640.00	88.1%
TOTAL CAPITAL PROJECTS - PI 98	22,102	0	22,102	19,462.00	.00	2,640.00	88.1%
TOTAL PUBLIC IMPROVEMENT 1998	22,102	0	22,102	19,462.00	.00	2,640.00	88.1%
TOTAL EXPENSES	22,102	0	22,102	19,462.00	.00	2,640.00	
140 PUBLIC IMPROVEMENT 2001							
000 REVENUES							
51 INTEREST EARNED	0	0	0	-16.85	.00	16.85	100.0%
TOTAL REVENUES	0	0	0	-16.85	.00	16.85	100.0%
353 CAPITAL PROJECTS - PI 2001							
64 CAPITAL PROJECTS	117,000	0	117,000	.00	.00	117,000.00	.0%
TOTAL CAPITAL PROJECTS - PI 2001	117,000	0	117,000	.00	.00	117,000.00	.0%
TOTAL PUBLIC IMPROVEMENT 2001	117,000	0	117,000	-16.85	.00	117,016.85	.0%
TOTAL REVENUES	0	0	0	-16.85	.00	16.85	
TOTAL EXPENSES	117,000	0	117,000	.00	.00	117,000.00	

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141	PUBLIC IMPROVEMENT 2003	ORIGINAL APPROP	TRANSFERS/ ADJUSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
141 PUBLIC IMPROVEMENT 2003								
000 REVENUES								
51	INTEREST EARNED	0	0	0	-20.70	.00	20.70	100.0%
	TOTAL REVENUES	0	0	0	-20.70	.00	20.70	100.0%
355 PUBLIC IMPROVEMENT 2003								
64	CAPITAL PROJECTS	275,634	-74,206	201,428	.00	.00	201,428.00	.0%
	TOTAL PUBLIC IMPROVEMENT 2003	275,634	-74,206	201,428	.00	.00	201,428.00	.0%
	TOTAL PUBLIC IMPROVEMENT 2003	275,634	-74,206	201,428	-20.70	.00	201,448.70	.0%
	TOTAL REVENUES	0	0	0	-20.70	.00	20.70	
	TOTAL EXPENSES	275,634	-74,206	201,428	.00	.00	201,428.00	
200 COMMUNITY DEVELOPMENT								
000 REVENUES								
45	GRANTS FEDERAL	-6,195,956	0	-6,195,956	-1,973,650.38	.00	-4,222,305.62	31.9%
51	INTEREST EARNED	0	0	0	-127.03	.00	127.03	100.0%
	TOTAL REVENUES	-6,195,956	0	-6,195,956	-1,973,777.41	.00	-4,222,178.59	31.9%
511 COMMUNITY DEVELOPMENT								
60	PERSONAL SERVICES	214,026	0	214,026	79,792.29	.00	134,233.71	37.3%
61	SUPPLIES	9,332	0	9,332	2,991.53	.00	6,340.47	32.1%
62	OTHER SERVICES	22,403	0	22,403	7,785.50	.00	14,617.50	34.8%
63	CAPITAL OUTLAY	1,600	0	1,600	.00	.00	1,600.00	.0%
64	CAPITAL PROJECTS	940,348	0	940,348	504,253.40	57,765.45	378,329.15	59.8%
	TOTAL COMMUNITY DEVELOPMENT	1,187,709	0	1,187,709	594,822.72	57,765.45	535,120.83	54.9%

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	ORIGINAL APPROP	TRANSFERS/ ADJUSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
512 UDAG							
64 CAPITAL PROJECTS	610	0	610	.00	.00	610.00	.0%
TOTAL UDAG	610	0	610	.00	.00	610.00	.0%
513 HOME CONSORTIUM							
60 PERSONAL SERVICES	238,245	0	238,245	104,047.63	.00	134,197.37	43.7%
61 SUPPLIES	6,979	0	6,979	1,580.00	.00	5,399.00	22.6%
62 OTHER SERVICES	27,215	0	27,215	769.89	.00	26,445.11	2.8%
63 CAPITAL OUTLAY	3,201	0	3,201	.00	.00	3,201.00	.0%
85 HOME CONSORTIUM	2,442,948	0	2,442,948	306,104.83	7,620.00	2,129,223.17	12.8%
TOTAL HOME CONSORTIUM	2,718,588	0	2,718,588	412,502.35	7,620.00	2,298,465.65	15.5%
514 CDBG SUPPLEMENTAL FUNDS-KATRINA							
62 OTHER SERVICES	507,702	0	507,702	155,012.00	.00	352,690.00	30.5%
64 CAPITAL PROJECTS	2,473,378	0	2,473,378	1,163,538.05	1,025,995.20	283,844.75	88.5%
TOTAL CDBG SUPPLEMENTAL FUNDS-KATRINA	2,981,080	0	2,981,080	1,318,550.05	1,025,995.20	636,534.75	78.6%
TOTAL COMMUNITY DEVELOPMENT	692,031	0	692,031	352,097.71	1,091,380.65	-751,447.36	208.6%
TOTAL REVENUES	-6,195,956	0	-6,195,956	-1,973,777.41	.00	-4,222,178.59	
TOTAL EXPENSES	6,887,987	0	6,887,987	2,325,875.12	1,091,380.65	3,470,731.23	
210 POLICE AND FIRE RETIREMENT							
000 REVENUES							
40 PROPERTY TAXES	-988,600	0	-988,600	-890,555.98	.00	-98,044.02	90.1%
49 INTERGOVERNMENTAL	-34,000	0	-34,000	-19,167.26	.00	-14,832.74	56.4%
TOTAL REVENUES	-1,022,600	0	-1,022,600	-909,723.24	.00	-112,876.76	89.0%
211 POLICE AND FIRE RETIREMENT							

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	ORIGINAL APPROP	TRANSFERS/ ADJUSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
62 OTHER SERVICES	1,022,600	0	1,022,600	909,723.24	.00	112,876.76	89.0%
TOTAL POLICE AND FIRE RETIREMENT	1,022,600	0	1,022,600	909,723.24	.00	112,876.76	89.0%
TOTAL POLICE AND FIRE RETIREMENT	0	0	0	.00	.00	.00	.0%
TOTAL REVENUES	-1,022,600	0	-1,022,600	-909,723.24	.00	-112,876.76	
TOTAL EXPENSES	1,022,600	0	1,022,600	909,723.24	.00	112,876.76	
275 POLICE FORFEITURE & SEIZURE							
000 REVENUES							
49 INTERGOVERNMENTAL	-7,842	-357,253	-365,094	-617,999.92	.00	252,905.62	169.3%
51 INTEREST EARNED	0	0	0	-425.52	.00	425.52	100.0%
58 OTHER FINANCING SRCE	0	0	0	-9,810.00	.00	9,810.00	100.0%
TOTAL REVENUES	-7,842	-357,253	-365,094	-628,235.44	.00	263,141.14	172.1%
276 FORFEITURES AND SEIZURES FED							
60 PERSONAL SERVICES	43,717	0	43,717	4,189.46	.00	39,527.54	9.6%
61 SUPPLIES	177,507	3,150	180,657	15,753.13	1,276.37	163,627.50	9.4%
62 OTHER SERVICES	108,247	0	108,247	21,979.31	.00	86,267.69	20.3%
63 CAPITAL OUTLAY	885,888	330,947	1,216,835	752,244.56	432,367.59	32,222.55	97.4%
TOTAL FORFEITURES AND SEIZURES FED	1,215,359	334,097	1,549,456	794,166.46	433,643.96	321,645.28	79.2%
277 FORFEITURES AND SEIZURES COUNT							
60 PERSONAL SERVICES	14,310	0	14,310	2,307.50	.00	12,002.50	16.1%
61 SUPPLIES	5,110	0	5,110	341.05	.00	4,768.95	6.7%
62 OTHER SERVICES	11,402	0	11,402	7.55	.00	11,394.45	.1%
63 CAPITAL OUTLAY	230,667	23,156	253,823	152,268.98	.00	101,553.62	60.0%
TOTAL FORFEITURES AND SEIZURES COUNT	261,489	23,156	284,645	154,925.08	.00	129,719.52	54.4%
TOTAL POLICE FORFEITURE & SEIZURE	1,469,006	0	1,469,006	320,856.10	433,643.96	714,505.94	51.4%
TOTAL REVENUES	-7,842	-357,253	-365,094	-628,235.44	.00	263,141.14	
TOTAL EXPENSES	1,476,848	357,253	1,834,100	949,091.54	433,643.96	451,364.80	

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285	COASTAL NARCOTICS TASK FORCE	ORIGINAL APPROP	TRANSFERS/ADJUSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
285 COASTAL NARCOTICS TASK FORCE								
000 REVENUES								
49	INTERGOVERNMENTAL	0	-41,608	-41,608	-43,503.60	.00	1,895.60	104.6%
	TOTAL REVENUES	0	-41,608	-41,608	-43,503.60	.00	1,895.60	104.6%
286 POLICE NARCOTICS TASK FORCE								
61	SUPPLIES	23,541	41,608	65,149	3,655.49	712.00	60,781.39	6.7%
63	CAPITAL OUTLAY	9,256	0	9,256	.00	.00	9,256.00	.0%
	TOTAL POLICE NARCOTICS TASK FORCE	32,797	41,608	74,405	3,655.49	712.00	70,037.39	5.9%
	TOTAL COASTAL NARCOTICS TASK FORCE	32,797	0	32,797	-39,848.11	712.00	71,932.99	-119.3%
	TOTAL REVENUES	0	-41,608	-41,608	-43,503.60	.00	1,895.60	
	TOTAL EXPENSES	32,797	41,608	74,405	3,655.49	712.00	70,037.39	
300 MUNICIPAL DEBT SERVICE								
000 REVENUES								
40	PROPERTY TAXES	-4,784,000	0	-4,784,000	-4,369,540.55	.00	-414,459.45	91.3%
49	INTERGOVERNMENTAL	-165,000	0	-165,000	-94,010.85	.00	-70,989.15	57.0%
51	INTEREST EARNED	0	0	0	-800.81	.00	800.81	100.0%
	TOTAL REVENUES	-4,949,000	0	-4,949,000	-4,464,352.21	.00	-484,647.79	90.2%
701 DEBT SERVICE								
62	OTHER SERVICES	0	400,000	400,000	400,000.00	.00	.00	100.0%
65	DEBT SERVICE	4,320,000	0	4,320,000	3,755,969.33	.00	564,030.67	86.9%
	TOTAL DEBT SERVICE	4,320,000	400,000	4,720,000	4,155,969.33	.00	564,030.67	88.1%

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TOTAL MUNICIPAL DEBT SERVICE	-629,000	400,000	-229,000	-308,382.88	.00	79,382.88	134.7%
TOTAL REVENUES	-4,949,000	0	-4,949,000	-4,464,352.21	.00	-484,647.79	
TOTAL EXPENSES	4,320,000	400,000	4,720,000	4,155,969.33	.00	564,030.67	
400 WATER/SEWER UTILITY FUND							
000 REVENUES							
45 GRANTS FEDERAL	0	0	0	-30,849.59	.00	30,849.59	100.0%
50 CHARGES FOR SERVICE	-29,155,000	0	-29,155,000	-21,241,033.98	.00	-7,913,966.02	72.9%
51 INTEREST EARNED	0	0	0	-1,384.00	.00	1,384.00	100.0%
56 MISC REVENUE	-1,576,000	0	-1,576,000	-1,214,627.68	.00	-361,372.32	77.1%
TOTAL REVENUES	-30,731,000	0	-30,731,000	-22,487,895.25	.00	-8,243,104.75	73.2%
811 UTILITY BILLING							
60 PERSONAL SERVICES	934,456	0	934,456	670,877.60	.00	263,578.40	71.8%
61 SUPPLIES	72,500	0	72,500	45,081.98	3,984.49	23,433.53	67.7%
62 OTHER SERVICES	2,475,670	0	2,475,670	1,273,490.10	233,580.47	968,599.43	60.9%
TOTAL UTILITY BILLING	3,482,626	0	3,482,626	1,989,449.68	237,564.96	1,255,611.36	63.9%
815 WATER OPERATIONS							
61 SUPPLIES	1,603,150	181,209	1,784,359	1,243,976.25	311,888.69	228,494.06	87.2%
62 OTHER SERVICES	2,603,366	-12,500	2,590,866	2,134,559.49	2,899.04	453,407.47	82.5%
63 CAPITAL OUTLAY	30,000	22,500	52,500	47,414.29	5,061.99	23.72	100.0%
TOTAL WATER OPERATIONS	4,236,516	191,209	4,427,725	3,425,950.03	319,849.72	681,925.25	84.6%
825 SEWER OPERATIONS							
60 PERSONAL SERVICES	118,611	0	118,611	39,937.99	.00	78,673.01	33.7%
61 SUPPLIES	754,500	133,086	887,586	589,833.91	105,877.35	191,874.74	78.4%

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62 OTHER SERVICES	2,506,604	-11,000	2,495,604	1,789,776.93	7,624.53	698,202.54	72.0%
63 CAPITAL OUTLAY	50,000	21,000	71,000	62,856.06	6,295.66	1,848.28	97.4%
TOTAL SEWER OPERATIONS	3,429,715	143,086	3,572,801	2,482,404.89	119,797.54	970,598.57	72.8%
835 DEBT SERVICE WATER AND SEWER							
65 DEBT SERVICE	8,175,000	0	8,175,000	7,721,665.52	.00	453,334.48	94.5%
TOTAL DEBT SERVICE WATER AND SEWER	8,175,000	0	8,175,000	7,721,665.52	.00	453,334.48	94.5%
845 HCWWSWMD							
62 OTHER SERVICES	10,900,000	0	10,900,000	9,732,631.51	.00	1,167,368.49	89.3%
TOTAL HCWWSWMD	10,900,000	0	10,900,000	9,732,631.51	.00	1,167,368.49	89.3%
849 WATER AND SEWER PROJECTS							
62 OTHER SERVICES	170,222	0	170,222	148,070.46	4,212.50	17,939.04	89.5%
64 CAPITAL PROJECTS	1,586,330	385,571	1,971,901	702,275.07	306,466.78	963,159.15	51.2%
TOTAL WATER AND SEWER PROJECTS	1,756,552	385,571	2,142,123	850,345.53	310,679.28	981,098.19	54.2%
TOTAL WATER/SEWER UTILITY FUND	1,249,409	719,866	1,969,275	3,714,551.91	987,891.50	-2,733,168.41	238.8%
TOTAL REVENUES	-30,731,000	0	-30,731,000	-22,487,895.25	.00	-8,243,104.75	
TOTAL EXPENSES	31,980,409	719,866	32,700,275	26,202,447.16	987,891.50	5,509,936.34	
420 JOSEPH T JONES							
000 REVENUES							
45 GRANTS FEDERAL	0	-667,466	-667,466	-212,567.26	.00	-454,898.74	31.8%
50 CHARGES FOR SERVICE	-845,200	-200,000	-1,045,200	-741,765.81	.00	-303,434.19	71.0%
56 MISC REVENUE	0	-20,000	-20,000	-7,953.29	.00	-12,046.71	39.8%
TOTAL REVENUES	-845,200	-887,466	-1,732,666	-962,286.36	.00	-770,379.64	55.5%

CITY OF GULFPORT



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	ORIGINAL APPROP	TRANSFERS/ ADJUSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
445 JOSEPH T JONES							
60 PERSONAL SERVICES	305,407	0	305,407	224,714.60	.00	80,692.40	73.6%
61 SUPPLIES	274,000	159,000	433,000	343,941.29	45,566.81	43,491.90	90.0%
62 OTHER SERVICES	238,342	61,000	299,342	222,973.68	14,734.86	61,633.46	79.4%
64 CAPITAL PROJECTS	0	375,498	375,498	87,451.90	.00	288,046.10	23.3%
TOTAL JOSEPH T JONES	817,749	595,498	1,413,247	879,081.47	60,301.67	473,863.86	66.5%
TOTAL JOSEPH T JONES	-27,451	-291,968	-319,419	-83,204.89	60,301.67	-296,515.78	7.2%
TOTAL REVENUES	-845,200	-887,466	-1,732,666	-962,286.36	.00	-770,379.64	
TOTAL EXPENSES	817,749	595,498	1,413,247	879,081.47	60,301.67	473,863.86	
500 GROUP HEALTH AND LIFE							
000 REVENUES							
50 CHARGES FOR SERVICE	-5,516,000	0	-5,516,000	-4,249,453.57	.00	-1,266,546.43	77.0%
56 MISC REVENUE	-200,000	0	-200,000	-540,798.50	.00	340,798.50	270.4%
TOTAL REVENUES	-5,716,000	0	-5,716,000	-4,790,252.07	.00	-925,747.93	83.8%
911 GROUP HEALTH AND LIFE							
62 OTHER SERVICES	5,902,500	0	5,902,500	5,164,846.33	.00	737,653.67	87.5%
TOTAL GROUP HEALTH AND LIFE	5,902,500	0	5,902,500	5,164,846.33	.00	737,653.67	87.5%
TOTAL GROUP HEALTH AND LIFE	186,500	0	186,500	374,594.26	.00	-188,094.26	200.9%
TOTAL REVENUES	-5,716,000	0	-5,716,000	-4,790,252.07	.00	-925,747.93	
TOTAL EXPENSES	5,902,500	0	5,902,500	5,164,846.33	.00	737,653.67	
510 CLAIMS CONTINGENCY							
000 REVENUES							

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510	CLAIMS CONTINGENCY	ORIGINAL APPROP	TRANSFERS/ADJUSTMENTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
50	CHARGES FOR SERVICE	-3,274,364	0	-3,274,364	-1,268,263.00	.00	-2,006,101.00	38.7%
51	INTEREST EARNED	-10,000	0	-10,000	-751.49	.00	-9,248.51	7.5%
56	MISC REVENUE	0	0	0	-27,141.60	.00	27,141.60	100.0%
	TOTAL REVENUES	-3,284,364	0	-3,284,364	-1,296,156.09	.00	-1,988,207.91	39.5%
915	CLAIMS CONTINGENCY							
62	OTHER SERVICES	3,260,000	0	3,260,000	2,655,836.57	18,151.47	586,011.96	82.0%
	TOTAL CLAIMS CONTINGENCY	3,260,000	0	3,260,000	2,655,836.57	18,151.47	586,011.96	82.0%
	TOTAL CLAIMS CONTINGENCY	-24,364	0	-24,364	1,359,680.48	18,151.47	-1,402,195.95	-5655.2%
	TOTAL REVENUES	-3,284,364	0	-3,284,364	-1,296,156.09	.00	-1,988,207.91	
	TOTAL EXPENSES	3,260,000	0	3,260,000	2,655,836.57	18,151.47	586,011.96	
	GRAND TOTAL	-833,683	1,754,981	921,298	3,385,980.86	10,899,776.37	-13,364,458.95	1550.6%

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	ORIGINAL APPROP	TRANSFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
030 DISASTER RELIEF							
18005 CHARLES WALKER HARDENING - 40	515,998	0	515,998	.00	.00	515,998.00	.0%
18028 DPW MAIN FACILITY PW 18002-8	12,965	0	12,965	.00	.00	12,965.00	.0%
18072 MOSES PIER PW18072	11,452	0	11,452	.00	.00	11,452.00	.0%
18079 NATURE TRAILS PW #18079	35,682	0	35,682	.00	.00	35,682.00	.0%
18083 HARBOR MASTER'S OFFICE PW 593	26,366	0	26,366	.00	.00	26,366.00	.0%
18087 LEASED BLDG HARBOR SHOP PW 42	96,215	0	96,215	.00	.00	96,215.00	.0%
18088 CHUCK'S FISH CAMP PW 9266	45,220	0	45,220	.00	.00	45,220.00	.0%
18089 HARBOR DREDGING PW 10859	543,379	0	543,379	.00	.00	543,379.00	.0%
18093 CRTHOUSE RD BOAT LAUNCH GPSCH	125,544	0	125,544	.00	.00	125,544.00	.0%
18137 LEISURE SERV MAINTENANCE PW #	28,477	0	28,477	.00	.00	28,477.00	.0%
18181 SCH PILES & BULKHEAD REPAIR P	355,958	0	355,958	.00	.00	355,958.00	.0%
18184 FIRE STATION #7 PW 18104	14,033	0	14,033	.00	.00	14,033.00	.0%
18210 SCOREBRDS GOLDIN & SPRTSPLEX	124,042	0	124,042	.00	.00	124,042.00	.0%
18217 GULFPORT LIFT STATIONS PW1821	333,340	0	333,340	.00	.00	333,340.00	.0%
18248 NORTH GULFPORT WATER TOWER PW	8,208	0	8,208	.00	.00	8,208.00	.0%
18251 WATER/SEWER REPLACE AREA 1 PW	5,134,306	0	5,134,306	.00	107,492.78	5,026,813.22	2.1%
18252 WATER/SEWER REPLACE AREA 2 PW	10,661,675	0	10,661,675	146,736.00	.00	10,514,939.00	1.4%
18255 WATER & SEWER PERM REPAIR PW	63,253	0	63,253	.00	.00	63,253.00	.0%
18256 WATER/SEWER REPLACE AREA 3BPW	12,567,930	0	12,567,930	475.00	.00	12,567,455.00	.0%
18257 WATER/SEWER REPLACE AREA 3A P	1,588,362	0	1,588,362	.00	.00	1,588,362.00	.0%
18260 HWY 49 WATER TOWER PW 18206	4,385	0	4,385	.00	.00	4,385.00	.0%
18290 JONES PRK (RICE PAV) FENCE PW	3,541	0	3,541	.00	.00	3,541.00	.0%
18405 CITY HALL BLDG	140	0	140	.00	.00	140.00	.0%
18406 LEISURE SERV ADIN BLDG PW #18	82,224	0	82,224	.00	.00	82,224.00	.0%
18408 RICE PAVILION PW 10046	228,331	0	228,331	.00	.00	228,331.00	.0%
18410 GRASSLAWN MUSEUM PW 18401	18,036	0	18,036	.00	.00	18,036.00	.0%
18412 2ND ST PARK EQUIP & TENNIS PW	18,293	0	18,293	.00	.00	18,293.00	.0%
18460 JONES PARK PW 9551	53,911	0	53,911	.00	.00	53,911.00	.0%
18465 PRESS BOX & PAVILION PW #1846	11,619	0	11,619	.00	.00	11,619.00	.0%
18500 WEST SIDE PARK PW #18506	178,335	0	178,335	.00	.00	178,335.00	.0%
18505 CHARLES WALKER COM CNTR PW#18	52,107	0	52,107	.00	.00	52,107.00	.0%
18507 HANDSBORO COMM CNTR PW #18502	552,843	0	552,843	.00	.00	552,843.00	.0%
18508 HANDSBORO PAVILION PW #18502B	14,304	0	14,304	.00	.00	14,304.00	.0%
18510 RICE PAV BLDG CONTENTS PW 970	3,826	0	3,826	.00	.00	3,826.00	.0%
18518 URIE PT LIGHTHOUSE PW 9851	129,433	0	129,433	.00	.00	129,433.00	.0%
18601 OLD EQUIP STORAGE BLDG PW 186	96,376	0	96,376	.00	.00	96,376.00	.0%
18702 JACKSON ST WATER TOWER PW 182	11,453	0	11,453	.00	.00	11,453.00	.0%
18704 WELL BUILDING 34TH AVE	13,716	0	13,716	.00	.00	13,716.00	.0%
18711 CITY OF GULFPORT ROADS PW #18	287,911	0	287,911	.00	.00	287,911.00	.0%
18802 GASTON HEWES REC CENTER PW 18	71,482	0	71,482	.00	.00	71,482.00	.0%

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18830 LEASED BLDG WHITECAP PW 4234	332,568	0	332,568	.00	.00	332,568.00	.0%
18842 DEBRIS REMOVAL -ISAAC PW GPW	386,299	0	386,299	178,750.30	.00	207,548.70	46.3%
18843 CITY-WIDE PROPERTY -HURR ISA	311,686	0	311,686	13,005.94	52,860.50	245,819.56	21.1%
18844 CAT B-EMERGENCY PROTECTIVE ME	3,145	0	3,145	.00	.00	3,145.00	.0%
18846 PIERS - ISAAC PW GCGNS15	1,187,923	0	1,187,923	2,491.98	.00	1,185,431.02	.2%
18847 JETTIES - ISAAC PW GCGNS16	400,821	0	400,821	19,992.24	3,682.76	377,146.00	5.9%
18848 BALL FIELDS - ISAAC PW GCGNS1	27,995	0	27,995	4,126.00	.00	23,869.00	14.7%
18849 JONES PARK - ISAAC PW GCGNS19	3,488	0	3,488	.00	.00	3,488.00	.0%
18850 DAMAGED POLICE VEHIC- ISAAC G	9,355	0	9,355	.00	.00	9,355.00	.0%
18851 BOX CULVERT-FLORENCE GARDNS I	9,939	0	9,939	.00	.00	9,939.00	.0%
18852 PW SANDBAGGING-ISAAC PW GPBWG	52,285	0	52,285	10,253.73	.00	42,031.27	19.6%
18853 PW-MITIGATE FLOODING W/PUMPS	45,602	0	45,602	.00	.00	45,602.00	.0%
18854 POLICE & FIRE EPM - ISAAC GP	73,297	0	73,297	.00	.00	73,297.00	.0%
18855 ROAD REPAIRS ISAAC PW GPCWG03	2,079	0	2,079	.00	.00	2,079.00	.0%
18857 R3CPSC ISAAC GCECR11	209	0	209	.00	.00	209.00	.0%
18858 FIRE STATIONS ISAAC GCEWG15	867	0	867	.00	.00	867.00	.0%
18860 HARBOR SERVICES FACILITY ISAA	4,959	0	4,959	.00	.00	4,959.00	.0%
18861 YACHT BASIN/FUEL DOCK ISAAC G	22,551	0	22,551	.00	.00	22,551.00	.0%
18862 YACHT BASIN/TEMP WORK ISAAC G	105	0	105	.00	.00	105.00	.0%
18863 TRAFFIC SIGNAGE/LIGHT-ISAAC G	9,861	0	9,861	.00	.00	9,861.00	.0%
18864 BUILDINGS & SPLASHPAD-ISAAC G	8,317	0	8,317	.00	.00	8,317.00	.0%
18890 ADMINISTRATION - OUTSIDE CONS	787,022	0	787,022	41,520.00	54,948.75	690,553.25	12.3%
18911 MOSES PIER - GUSTAV #297	68,985	0	68,985	.00	.00	68,985.00	.0%
18913 URIE & FINGER PIER - GUSTAV #	17,847	0	17,847	.00	.00	17,847.00	.0%
18924 KEN COMBS PIER - GUSTAV #294	161,280	0	161,280	.00	.00	161,280.00	.0%
18928 JETTY REPAIR - GUSTAV #381	582	0	582	.00	.00	582.00	.0%
18929 KEN COMBS JETTY - GUSTAV #410	7,312	0	7,312	.00	.00	7,312.00	.0%
18931 URIE JETTY REPAIR - GUSTAV #4	63,146	0	63,146	.00	.00	63,146.00	.0%
TOTAL DISASTER RELIEF	38,115,196	0	38,115,196	417,351.19	218,984.79	37,478,860.02	1.7%
TOTAL EXPENSES	38,115,196	0	38,115,196	417,351.19	218,984.79	37,478,860.02	
100 CAPITAL PROJECTS							
02202 3 RIVERS-NORTH-CREOSOTE TO SE	183,178	0	183,178	.00	.00	183,178.00	.0%
02203 CREOSOTE/THREE RIVERS/US49/AI	38,140	0	38,140	.00	.00	38,140.00	.0%
02341 SEAWAY ROAD WIDENING TEA 21	1,698,442	0	1,698,442	31,312.10	12,730.18	1,654,399.72	2.6%
02382 JOSEPH T JONES MEMORIAL PARK	225,575	0	225,575	.00	.00	225,575.00	.0%
02386 JONES PARK \ HARBOR IMP '07	1,011,885	0	1,011,885	.00	.00	1,011,885.00	.0%
02387 DOWNTOWN REVITALIZATION '07	28,127	0	28,127	.00	.00	28,127.00	.0%
02388 HWY 90 STREET LIGHTING REPAIR	5,862	0	5,862	.00	.00	5,862.00	.0%
02389 EPA STORMWATER PHASE 2 '07	268	0	268	268.00	.00	.00	100.0%

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02393 28TH STREET WIDENING(TEA 21)2	370,143	0	370,143	43,203.61	311,270.22	15,669.17	95.8%
02394 LORRAINE ROAD BRIDGE @ BILOXI	154,505	0	154,505	.00	.00	154,505.00	.0%
02395 DEBAYS ROAD IMP (ENGINEERING)	28,667	0	28,667	.00	.00	28,667.00	.0%
02396 WATER AND SEWER STUDY - HWY 9	19,400	0	19,400	.00	.00	19,400.00	.0%
02402 ARTIMESE TUGGLE COMMUNITY CTR	41,500	0	41,500	.00	.00	41,500.00	.0%
02405 DEDEAUX ROAD WIDENING PHASE 2	577,761	0	577,761	257,051.08	83,594.07	237,115.85	59.0%
02407 WEST SIDE PARK	577	0	577	.00	.00	577.00	.0%
02410 ORANGE GROVE COMM CENTER	48,009	0	48,009	9,156.46	565.00	38,287.54	20.2%
02411 FEMA AREA 1,2,3 EASEMENTS	140,921	-140,921	0	.00	.00	.00	.0%
02434 LOREN D HEIGHTS DRAINAGE	1,146	0	1,146	.00	.00	1,146.00	.0%
02443 GOLDIN SPORTSPLEX DRAINAGE IM	261	0	261	.00	.00	261.00	.0%
02444 JONES PARK LIGHTING AND INFRA	381,267	0	381,267	.00	.00	381,267.00	.0%
02459 FIRE STATION #9 LAND	1,407	0	1,407	.00	.00	1,407.00	.0%
02460 FACADE GRANT - CITY HALL	42,095	0	42,095	.00	.00	42,095.00	.0%
02464 CITY HALL IMPROVEMENTS	56,669	0	56,669	.00	.00	56,669.00	.0%
02468 A&E FEES FOR FIRE STATION #9	12,200	0	12,200	.00	.00	12,200.00	.0%
02469 EXPANSION OF FIRE STATION #7	76,924	0	76,924	6,728.20	423.14	69,772.66	9.3%
02470 CUANDET RD WATER, SEWER, PAVI	20,464	-20,464	0	.00	.00	.00	.0%
02476 FIRE STATION 10 CONCRETE REST	23,432	0	23,432	21,760.11	1,671.89	.00	100.0%
02477 FIRE STATION 3 ASPHALT UPGRAD	12,187	0	12,187	1,386.66	6,566.70	4,233.64	65.3%
02478 JONES PARK INFRASTRUCTURE '09	48,880	0	48,880	2,595.25	.00	46,284.75	5.3%
02480 HARBOR MASTER BULKHEAD	247,845	0	247,845	.00	.00	247,845.00	.0%
02484 19TH ST COMMUNITY CENTER	31,929	0	31,929	.00	.00	31,929.00	.0%
02489 VA NORTH PROPERTY IMPROVEMENT	2,742	0	2,742	2,636.16	.00	105.84	96.1%
02490 SR 601 SEC 007B UTILITY RELOC	513,589	0	513,589	.00	.00	513,589.00	.0%
02491 SR 601 SEC 007A UTILITY RELOC	965,700	0	965,700	.00	.00	965,700.00	.0%
02493 DEPT OF ENERGY GRANT ARRA FUN	12,254	0	12,254	12,254.00	.00	.00	100.0%
02499 MOBILE STAGE	500	0	500	.00	.00	500.00	.0%
02501 SR 601 SEC 008 UTILITY RELOCA	1,981,133	0	1,981,133	266,166.13	.00	1,714,966.87	13.4%
02503 THREE RIVRS RD/CREOSOTE RD WD	0	3,766,223	3,766,223	275,249.67	2,955,445.42	535,527.91	85.8%
02744 PROPERTY SOUTH OF RAILROAD TR	21,484	0	21,484	.00	.00	21,484.00	.0%
02746 PAVILION REPAIRS - KATRINA DA	1,954	0	1,954	.00	.00	1,954.00	.0%
02748 HARRISON CO DIST 4 PAVING PRO	42,585	0	42,585	.00	.00	42,585.00	.0%
02753 3 RIVERS WIDENING KLEIN TO ON	332	0	332	.00	.00	332.00	.0%
02754 HARRISON CO DIST 2 PAVING PRO	533	0	533	.00	.00	533.00	.0%
02759 IMPROVEMENTS TO STRUTHERS PRO	126,693	0	126,693	10,342.50	11,382.50	104,968.00	17.1%
02765 JONES PARK IMP-BARKSDALE DONA	212,931	0	212,931	75,670.10	40,749.16	96,511.74	54.7%
02770 JONES PARK IMP-LEO SEAL DONAT	250,000	0	250,000	.00	.00	250,000.00	.0%
02771 BAYOU CIRCLE DRAINAGE REPAIRS	6,218	0	6,218	.00	6,218.21	.21	100.0%
02774 TIDELANDS - 2012 - YACHT BASI	167,209	0	167,209	.00	5,868.32	161,340.68	3.5%
02775 WARD 1 PARKS IMPROVEMENT	20,000	0	20,000	.00	.00	20,000.00	.0%
02776 STREETS/DRAINAGE PROJECTS 201	11,293	0	11,293	11,292.60	.00	.40	100.0%
02777 BAYOU VIEW SIDEWALKS	2,413	0	2,413	-26,468.43	2,412.98	.02	100.0%
02779 2012 BOND ISSUE - ROAD IMPROV	2,629,130	-568,077	2,061,053		.00	2,087,521.43	-1.3%

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02780 SPORTSPLEX PROJ/IMPROV	678,421	0	678,421	441,613.13	6,224.00	230,583.87	66.0%
02781 2012 BOND ISSUE-ST PAVING PHA	46,128	0	46,128	17,409.05	7,405.34	21,313.61	53.8%
02782 2012 BOND ISSUE-ST PAVING PHA	142,021	0	142,021	93,204.05	.00	48,816.95	65.6%
02783 2012 BOND ISSUE-ST PAVING PHA	47,145	33,120	80,265	6,230.76	67,986.65	6,047.59	92.5%
02784 2012 BOND ISSUE-ST PAVING PHA	19,917	0	19,917	19,793.45	.00	123.55	99.4%
02785 2012 BOND ISSUE-ST PAVING PHA	112,671	-13,120	99,551	1,636.25	76,635.96	21,278.79	78.6%
02786 2012 BOND ISSUE-ST PAVING PHA	378,843	-20,000	358,843	87,741.95	174,292.34	96,808.71	73.0%
02787 2012 BOND ISSUE-ST PAVING PHA	1,423,974	0	1,423,974	185,039.35	592,545.65	646,389.00	54.6%
02788 2012 BOND ISSUE-ST PAVING PHA	1,217,269	0	1,217,269	537,788.45	191,415.75	488,064.80	59.9%
02789 2012 BOND ISSUE-ST PAVING PHA	473,084	0	473,084	316,379.34	4,986.11	151,718.55	67.9%
02790 GULF ISL WATR PARK ENTRNC RD	4,053	0	4,053	.00	.00	4,053.00	.0%
02792 TIDELANDS -2013 - YACHT BASIN	0	298,590	298,590	.00	.00	298,590.00	.0%
02793 MAYS RD & SIMPSON RD PROJECT	170,000	0	170,000	158,514.75	.00	11,485.25	93.2%
02794 2012 BOND ADMIN SELECT-DEBUYS	0	68,077	68,077	68,076.49	.00	.51	100.0%
02810 PASS RD TRAFFIC SIGNAL SOFTWA	0	50,000	50,000	.00	.00	50,000.00	.0%
02811 GREENWAY AND BLUEWAY DEVELOPM	0	16,800	16,800	.00	16,800.00	.00	100.0%
02815 TIDELANDS 15 J HILL PARK BAYO	0	250,000	250,000	.00	.00	250,000.00	.0%
29008 LEASE PURCHASE OF 5 FIRE TRUC	0	1,910,117	1,910,117	.00	1,910,117.00	.00	100.0%
TOTAL CAPITAL PROJECTS	17,211,885	5,630,345	22,842,230	2,934,031.22	6,487,306.59	13,420,892.19	41.2%
TOTAL EXPENSES	17,211,885	5,630,345	22,842,230	2,934,031.22	6,487,306.59	13,420,892.19	
130 PUBLIC IMPROVEMENT 1998							
01033 HARDY CT SHOPG CTR SEWER	691	-691	0	.00	.00	.00	.0%
04011 EPA STORM WATER PHASE II - 20	21,411	691	22,102	19,462.00	.00	2,640.00	88.1%
TOTAL PUBLIC IMPROVEMENT 1998	22,102	0	22,102	19,462.00	.00	2,640.00	88.1%
TOTAL EXPENSES	22,102	0	22,102	19,462.00	.00	2,640.00	
140 PUBLIC IMPROVEMENT 2001							
08006 PASS ROAD WIDENING EAST OF CO	117,000	0	117,000	.00	.00	117,000.00	.0%
TOTAL PUBLIC IMPROVEMENT 2001	117,000	0	117,000	.00	.00	117,000.00	.0%
TOTAL EXPENSES	117,000	0	117,000	.00	.00	117,000.00	
141 PUBLIC IMPROVEMENT 2003							
TOTAL EXPENSES	117,000	0	117,000	.00	.00	117,000.00	

CITY OF GULFPORT



YEAR TO DATE PROJECT BUDGET REPORT

FOR MONTH ENDING JUNE 30, 2014

FOR 2014 09

141	PUBLIC IMPROVEMENT 2003	ORIGINAL APPROP	TRANSFRS/ADJUSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01013	28TH STREET FIVE LANE TEA21	156,696	0	156,696	.00	.00	156,696.00	.0%
01020	3RIVERS-NORTH-CREOSOTE TO SEA	74,206	-74,206	0	.00	.00	.00	.0%
01032	ONEAL ROAD WIDENING PHASE 2	40,486	0	40,486	.00	.00	40,486.00	.0%
02502	DRAINAGE PROJECTS 2013	4,246	0	4,246	.00	.00	4,246.00	.0%
	TOTAL PUBLIC IMPROVEMENT 2003	275,634	-74,206	201,428	.00	.00	201,428.00	.0%
	TOTAL EXPENSES	275,634	-74,206	201,428	.00	.00	201,428.00	.0%
200 COMMUNITY DEVELOPMENT								
05066	EMERGENCY HOUSING REPAIRS '10	150,000	-48,358	101,642	34,765.75	.00	66,876.25	34.2%
05067	HOUSING PROGRAM ADMIN '10	6,840	0	6,840	.00	.00	6,840.00	.0%
05100	ADMINISTRATION 2011	90,538	0	90,538	295.73	.00	90,242.27	.3%
05130	HOUSING PROGRAM ADMINSTRN '1	25,000	0	25,000	.00	.00	25,000.00	.0%
05200	ADMINISTRATION 2012	92,288	0	92,288	83,147.58	.00	9,140.42	90.1%
05232	SOUTH MS AIDS TASK FORCE '12	2	0	2	.00	.00	2.00	.0%
05234	SORIA CITY N'GHRHD PARK-ACQ.	15,000	0	15,000	.00	.00	15,000.00	.0%
05235	SORI CITY N'GHRHD PRK-INFRAS	75,000	0	75,000	.00	.00	75,000.00	.0%
05236	VILLA DEL RAY PARK IMPROVMTS	657	0	657	175.00	.00	482.00	26.6%
05237	EAST NORTH GULFPORT PARK DRAIN	20,000	0	20,000	.00	.00	20,000.00	.0%
05300	CDBG ADMINISTRATION 2013	13,593	0	13,593	471.03	.00	13,121.97	3.5%
05330	CATHOLIC SOCIAL SERVICES '13	10,000	0	10,000	10,000.00	.00	.00	100.0%
05331	CHILD ABUSE PREVENTION CTR '1	5,200	0	5,200	5,199.98	.00	.02	100.0%
05332	DE L'EPEE DEAF CENTER '13	4,101	0	4,101	4,101.00	.00	.00	100.0%
05333	GULF COAST COMMUNITY MINISTRI	4,647	0	4,647	4,646.44	.00	.56	100.0%
05334	GULF COAST WOMEN'S CTR -NONVI	10,000	0	10,000	10,000.00	.00	.00	100.0%
05335	MENTAL HEALTH ASSN OF MS '13	5,000	0	5,000	5,000.00	.00	.00	100.0%
05336	SOUTH MS AIDS TASK FORCE '13	10,000	0	10,000	9,992.08	.00	7.92	99.9%
05337	MS REGIONAL HOUSING AUTHORITY	5,000	0	5,000	.00	.00	5,000.00	.0%
05338	EAST NORTH GLEPT PARK PLAYGRN	93,977	0	93,977	.00	.00	93,977.00	.0%
05339	FIRE TRUCK FS#2 GASTON POINT	310,000	0	310,000	310,000.00	.00	.00	100.0%
05340	ENERGY EFFICIENCY PROGRAM	0	70,000	70,000	.00	.00	70,000.00	.0%
05748	EMERGENCY HOUSING REPAIRS	21,642	-21,642	0	.00	.00	.00	.0%
05801	DOWNTOWN STREET SCAPE ENHANCE	1,849,906	0	1,849,906	1,240,271.40	489,093.57	120,541.03	93.5%
05810	COMPREHENSIVE PLANNING	80,615	0	80,615	.00	.00	80,615.00	.0%
05815	SMALL CRAFT HARBOR / 20TH AVE	398,222	0	398,222	.00	328,435.75	69,786.25	82.5%
05820	MASTER DEVELOPER	2,085	0	2,085	1,583.33	.00	501.67	75.9%
05825	MUNICIPAL COMPLEX DOWNTOWN	146,805	0	146,805	.00	.00	146,805.00	.0%
05830	ARTS DISTRICT HEADQUARTERS	4,075	0	4,075	-15,000.00	.00	19,075.00	-368.1%
05835	MUNICIPAL COMPLEX DOWNTOWN PH	59,843	0	59,843	.00	.00	59,843.00	.0%
05840	SEAWAY ROAD	47,422	0	47,422	10,000.00	.00	37,422.00	21.1%
05845	WEST HARBOR EXPANSION	155,167	0	155,167	65,389.08	.00	89,777.92	42.1%

CITY OF GULFPORT



YEAR TO DATE PROJECT BUDGET REPORT

FOR MONTH ENDING JUNE 30, 2014

FOR 2014 09

	ORIGINAL APPROP	TRANSFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
05846 RICE PAVILION- W. HARBOR GRANT	220,634	0	220,634	.00	208,465.88	12,168.12	94.5%
05847 JONES PARK PHASE IV PAVILIONS	16,306	0	16,306	16,306.24	.00	- .24	100.0%
05994 HARDY AVE PAL LAND ACQUISITIO	251	0	251	.00	.00	251.00	.0%
05995 HOUSING REHABILITATION	359	0	359	.00	.00	359.00	.0%
54501 EPA BROWNFIELD GRANT	219,224	0	219,224	117,028.13	57,765.45	44,430.42	79.7%
TOTAL COMMUNITY DEVELOPMENT	4,169,399	0	4,169,399	1,913,372.77	1,083,760.65	1,172,265.58	71.9%
TOTAL EXPENSES	4,169,399	0	4,169,399	1,913,372.77	1,083,760.65	1,172,265.58	
400 WATER/SEWER UTILITY FUND							
02787 2012 BOND ISSUE-ST PAVING PHA	0	260,150	260,150	53,587.23	186,412.77	20,150.00	92.3%
81515 WATER TANK RESTORATIONS	740	0	740	.00	.00	740.00	.0%
81516 FORREST HEIGHTS WATER MAIN	5,796	0	5,796	.00	.00	5,796.00	.0%
81520 ELECTRONIC METERING SYSTEM	186	0	186	.00	.00	186.00	.0%
81522 UTILITY ACQUISITION	157,304	0	157,304	148,070.46	4,212.50	5,021.04	96.8%
82537 SOUTHERN PINE APTS SEWER REPA	30,446	0	30,446	.00	.00	30,446.00	.0%
82542 3 RIVERS ROAD SEWER IMP '05	750	0	750	.00	.00	750.00	.0%
82552 DEDEAUX RD SEWER REPAIR	200,000	0	200,000	.00	.00	200,000.00	.0%
82553 CUANDET RD SEWER REPAIRS	9,297	-9,297	0	.00	.00	.00	.0%
82555 39TH STREET SEWER REHAB	10,581	0	10,581	.00	10,567.81	13.19	99.9%
82556 SEAWAY RD DISCHARGE PIPE	69,806	-69,806	0	.00	.00	.00	.0%
82559 WATER/SEWER PROJECTS 2012	99,550	-99,550	0	.00	.00	.00	.0%
82560 WATER/SEWER PROJECTS 2013	17,122	0	17,122	.00	.00	17,122.00	.0%
82561 WATER WELL NORTH OF I-10	356	0	356	.00	.00	356.00	.0%
82562 SEAWAY ISLAND WATER MAIN CONN	191,795	187,121	378,916	343,014.75	.00	35,901.25	90.5%
82563 BROAD AVE WATER MAIN	100,000	0	100,000	1,990.00	.00	68,232.50	31.7%
83150 25TH AVE & 14 ST SEWER REPAIR	0	140,000	140,000	60,271.30	79,728.70	.00	100.0%
83152 BILOXI RVR ESTATES SEWER CONN	23,047	-23,047	0	.00	.00	.00	.0%
84901 MASTER PLAN - WATER AND SEWER	827,608	0	827,608	243,411.79	.00	584,196.21	29.4%
	12,168	0	12,168	.00	.00	12,168.00	.0%
TOTAL WATER/SEWER UTILITY FUND	1,756,552	385,571	2,142,123	850,345.53	310,679.28	981,098.19	54.2%
TOTAL EXPENSES	1,756,552	385,571	2,142,123	850,345.53	310,679.28	981,098.19	
700 GENERAL FIXED ASSETS							
TOTAL GENERAL FIXED ASSETS	0	0	0	3,616,791.93	.00	-3,616,791.93	100.0%
TOTAL EXPENSES	0	0	0	3,616,791.93	.00	-3,616,791.93	
GRAND TOTAL	61,667,768	5,941,710	67,609,478	9,751,354.64	8,100,731.31	49,757,392.05	26.4%

** END OF REPORT - Generated by Ginnie Hem **



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Antoinette White, Secretary to the CAO
Finance

Date: 07/14/2014

Subject: Letter - from the Records Manager requesting approval of the Public Records request for the month of June 2014 - to be made a part of the minutes.

Recommendation:



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Mary Beard, Procurement Specialist
Purchasing

Date: 07/08/2014

Subject: Letter - regarding bid awarded by Purchasing for 12" Flange to Flange Ductile Iron Pipes
- Public Works Department - to be made a part of the minutes.

Recommendation: Bids Received 7/07/2014

I have reviewed the bids received on the above referenced item and find CMC Construction Services to be the lowest and best bid for a total bid amount of \$11,480.00.

I have issued Purchase Order #176384 accordingly and respectfully request you to spread this across the minutes. Please see attached tabulation sheet for your review.

Thank you for your consideration.

PO# 176384

Bids Received: 07/07/2014

12" Ductile Iron Pipes

Public Works Department

**CMC Construction
D'Iberville, MS**

**Southern Pipe & Supply
Gulfport, MS**

**CDW-G
Vernon Hills, IL**

QTY	UOM	Description	Unit Price	Ext.Price	Unit Price	Ext. Price	Unit Price	Ext. Price
140	Feet	12" Flange to Flange Ductile Iron Pipe	\$ 82.00	\$ 11,480.00	\$ 83.00	\$ 11,620.00	\$ 84.40	\$ 11,816.00
		TOTAL		\$ 11,480.00		\$ 11,620.00		\$ 11,816.00



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Mary Beard, Procurement Specialist
Purchasing

Date: 07/08/2014

Subject: Letter - regarding bid awarded by Purchasing for police vehicle consoles - Police Department - to be made a part of the minutes.

Recommendation: Bids Received 06/26/2014

I have reviewed the bids received on the above referenced item and find Roper Supply Company to be the lowest and best bid for a total bid amount of \$21,550.65.

I have issued Purchase Order #176389 accordingly and respectfully request you to spread this across the minutes. Please see attached tabulation sheet for your review.

Thank you for your consideration.

PO# 176389

Bids Received: 06/26/2014

Police Vehicle Consoles

Police Department

**Roper Supply Co.
Picayune, MS**

**Hammett's Auto Electric
Biloxi, Ms**

**Affordable Emergency
Lights & Services
Hattiesburg, MS**

QTY	UOM	Description	Unit Price	Ext.Price	Unit Price	Ext. Price	Unit Price	Ext. Price
37	Each	Console Arm Charger 11+	\$ 274.95	\$ 10,173.15	\$ 297.66	\$ 11,013.42	\$ 312.90	\$ 11,577.30
37	Each	9" Lock Arm w/360 Clevis	\$ 150.35	\$ 5,562.95	\$ 162.75	\$ 6,021.75	\$ 169.41	\$ 6,268.17
37	Each	CF-53 Cradle	\$ 157.15	\$ 5,814.55	\$ 165.38	\$ 6,119.06	\$ 173.05	\$ 6,402.85
		TOTAL		\$ 21,550.65		\$ 23,154.23		\$ 24,248.32



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Mary Beard, Procurement Specialist
Purchasing

Date: 07/09/2014

Subject:

Letter - regarding bid awarded by Purchasing for street light poles - Public Works Department - to be made a part of the minutes.

Recommendation: Bids Received 6/24/14

I have reviewed the bids received on the above referenced item and find A to Z Muni-Dot, Co. to be the best bid for a total bid amount of \$62,056.00.

Although Stuart C. Irby, Co. submitted the lowest bid in the amount of \$43,184.00, the bid does not meet the minimum specifications specified in section 2 as noted in the bid package. For instance, the specifications called for poles compatible with Holophane Boston arms, type BHC, Irby Co. provided a bid for a Valmont pole with arms/ which is not equal to the Hapco pole.

Thank you for your consideration.

PO# 175833

Bids Received: 06/25/2014

Streetlight Poles

Public Works Department

			Irby, CO. Gulfport, MS		A to Z Muni-Dot, CO. Ellisville, MS		Chancellor-CSI Gulfport, MS	
QTY	UOM	Description	Unit Price	Ext.Price	Unit Price	Ext. Price	Unit Price	Ext. Price
8	EA	Hapco Double Arm Aluminum Black Pole with T-base	\$ 5,398.00	\$ 43,184.00	\$ 7,757.00	\$ 62,056.00	\$ 9,470.00	\$ 75,760.00
				\$ -		\$ -		\$ -
				\$ -		\$ -		\$ -
				\$ -		\$ -		\$ -
				\$ -		\$ -		\$ -
		TOTAL		\$ 43,184.00		\$ 62,056.00		\$ 75,760.00



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Purchasing

Date: 07/18/2014

Subject:

Letter - regarding bid awarded by Purchasing for directional bore - Public Works Department - to be made a part of the minutes.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, CPPB

Date: July 10, 2014

Re: Directional Bore
Department of Public Works
Bids Received 06-27-14

I have reviewed the bids received on the above referenced item and find Gator Boring & Trenching, Inc. to be the lowest and best bid for a total bid amount of \$17,500.00.

I have issued Purchase Order #176270 accordingly and respectfully request you to spread this across the minutes. Please see attached tabulation sheet for your review.

Thank you for your consideration.

PO# 176270							
Bids Received: 06/27/2014							
Directional Bore							
Description	QTY	Gator Boring & Trenching Inc.		GT Developmet & Contracting, LLC		Jay Lee Company, LLC	
		Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price
Labor and Equipment to directionally bore 8" HDPE Pipe; O'Neal Rd and South side of Phillips Bldg.	500'	\$ 35.00	\$ 17,500.00	\$ 55.00	\$ 27,500.00	\$ 60.00	\$ 30,000.00
TOTAL			\$ 17,500.00		\$ 27,500.00		\$ 30,000.00



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Mary Beard, Procurement Specialist
Purchasing

Date: 07/17/2014

Subject: Letter - regarding bid awarded by Purchasing for pressure wash & painting of Public Works Building - to be made a part of the minutes.

Recommendation: Bids Received: 07/14/14

I have reviewed the bids received on the above referenced item and find B&K Painting Co. to be the lowest and best bid for a total bid amount of \$20,290.85.

I have issued Purchase Order #176496 accordingly and respectfully request you to spread this across the minutes. Please see attached tabulation sheet for your review.

Thank you for your consideration.

PO# 176496

Bids Received: 07/14/2014

Pressure Washing & Painting of PW Bldg

Public Works Department

			B&K Painting Co. Gulfport, MS		Smith Painting & Contracting Hattiesburg, MS		Gibson Maintenance Long Beach, MS	
QTY	UOM	Description	Unit Price	Ext.Price	Unit Price	Ext. Price	Unit Price	Ext. Price
1	Each	Labor for Pressure Washing & Painting of PW's Bldg (4050 Hewes Ave)	\$ 18,312.61	\$ 18,312.61	\$ 31,087.00	\$ 31,087.00	\$ 40,125.80	\$ 40,125.80
1	Each	Materials required	\$ 1,978.24	\$ 1,978.24				
		TOTAL		\$ 20,290.85		\$ 31,087.00		\$ 40,125.80



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Purchasing

Date: 07/11/2014

Subject: Letter of recommendation - regarding bids received for City Wide Fuel Supply -
Petroleum Traders - to be made a part of the minutes.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, Purchasing Manager

Date: July 11, 2014

Re: City Wide Fuel Supply Contract
Bids Received May 9, 2014

I have reviewed the bids received on the above referenced item and recommend acceptance of the lowest and best bid as submitted by Petroleum Traders for the "lowest" mark-up on the refinery rack price and all applicable taxes.

I have attached a copy of the tabulation sheet for your review and approval. Thank you for your consideration.

Fuel Supply Bid - 2014

Department of Public Works		Petroleum Traders	A & M Petroleum
Non-ethanol regular gas	Taxes	0.1589	0.1560
	Mark up	0.0504	0.2000
	Total	0.2093	0.3560
Highway ultra-low diesel	Taxes	0.1354	0.1325
	Mark up	0.0143	0.2000
	Total	0.1497	0.3325
Small Craft Harbor-Fuel Dock		Petroleum Traders	A & M Petroleum
Dyed Diesel Fuel-Valvtec Certified	Taxes	0.0129	0.0000
	Mark up	0.1500	0.2925
	Total	0.1629	0.2925
90 Octane Non-Ethanol Gas	Taxes	0.1589	0.1560
	Mark up	0.1500	0.2940
	Total	0.3089	0.4500
Gulfport Fire Department		Petroleum Traders	A & M Petroleum
Highway ultra-low diesel	Taxes	0.1354	0.1325
	Mark up	0.1500	0.2500
	Total	0.2854	0.3825
Leisure Services		Petroleum Traders	A & M Petroleum
Dyed Diesel Fuel	Taxes	0.0129	0.0000
	Mark up	0.1500	0.2500
	Total	0.1629	0.2500
Non-Ethanol unleaded gas	Taxes	0.1589	0.1560
	Mark up	0.1500	0.2500
	Total	0.3089	0.4060
Police Department		Petroleum Traders	A & M Petroleum
Non-Ethanol regular gas	Taxes	0.1589	0.1560
	Mark up	0.1500	0.2500
	Total	0.3089	0.4060
Dyed Diesel Fuel	Taxes	0.0129	0.0000
	Mark up	0.1500	0.2500
	Total	0.1629	0.2500
Emergency Portable Generators		Petroleum Traders	A & M Petroleum
Dyed Diesel Fuel	Taxes	0.0129	0.0000
	Mark up	0.1500	0.3500
	Total	0.1629	0.3500



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Purchasing

Date: 07/11/2014

Subject:

Letter of recommendation - regarding sole source purchase of E-Citation Ticket Writers for the Police Department - to be made a part of the minutes.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, CPPB

Date: July 11, 2014

Re: E-Citation Ticket Writers
Police Department

The Gulfport Police Department is requesting permission to purchase 21 electronic ticket writers and associated software from Tyler Technologies, Inc. Tyler Technologies is the sole source provider of the City of Gulfport's Financial Management Software as well as the Public Safety Software.

The ticket writers and associated software will enable the Police Department to import ticket data and citations to Municipal Court immediately, allowing data to be "collected" at the point of activity. Citations are printed singularly rather than multi page, which reduces paper flow; by enforcing business rules via technology, costly mistakes are minimized; and there is no need to "manually" transfer information from written citation to electronic database.

Tyler Technologies is in a corporate partnership with Brazo Technology and through that partnership, the City of Gulfport is offered deep discounted pricing through the end of July 2014. The Brazo software and services cost a total of \$17,850.00 and the hardware devices cost a total of \$48,647.00. The annual maintenance fees are approximately \$6,250.00. Please see attached copy of proposal from Tyler Technologies as well as a price comparison sheet if the City of Gulfport were to purchase the hardware from independent suppliers.

It is my recommendation to approve the purchase of the E-Ticket Writers and associated hardware. Thank You for your consideration.



Proposal

Local Government Division

Brazos E-Citation - 21 Ticket Writers

Presented to:

Chief Leonard Papania

Gulfport Police Department

2220 15th St

Gulfport, MS 39501

(228) 868-5900

lpapania@gulfport-ms.gov

Proposal date:

July 2, 2014

Submitted by:

Ryan Burns

(800) 646-2633

ryan.burns@tylertech.com

Tyler Technologies

Local Government Division

5519 53rd Street

Lubbock, Texas 79414

Investment Summary



Gulfport Police Department
July 2, 2014

Cost Breakdown

Proposal Valid for 120 days

Software	Investment	Annual Fees
License Fees (Existing Customer)	2,750	1,238
	2,750	1,238
Hardware & Third Party Software	Cost	Annual Fees
Brazos Technology Software & Hardware	66,497	6,250
	66,497	6,250
Professional Services	Cost	
Brazos Technology Software & Hardware	12,500	
	12,500	
Maintenance for year 2 and year 3	14,976	
Project Total	96,723	7,488

Note: All Tyler Technologies software includes 90 days of maintenance.

Note: All Brazos Technology software includes 12 months of maintenance.

Years 2 and 3 of maintenance are shown on the summary.

Note: Order must be placed on or before July 15, 2014 to receive special promo pricing of \$999 ea. for the MC67. Orders placed after this date are subject to the MSRP of \$1640 ea.

Tyler will invoice Client for the License Fees listed above upon delivery of the software.

All payment terms are net thirty (30) days

Software Licenses
Chief Leonard Papania
Gulfport Police Department
July 2, 2014



July 1, 2014

Application Software	QTY		License Fee	Annual Maintenance
Tyler Public Safety				
Brazos Citation Issuing Device Interface	1	2,750	2,750	1,238
Incode Application Subtotal			2,750	1,238
Application and System Software Total			2,750	1,238

Brazos Technology e-Citations

Chief Leonard Papania
Gulfport Police Department
July 2, 2014



Description	QTY	Purchase Price	Estimated Services	Annual Maintenance	Warranty Provider
Brazos eCitation Mobile Application Software					
Brazos RDC Software - Citations - Warnings - Parking Tickets - Stand-alone racial profiling (when not captured via other methods) - 1 Year Maintenance and Support	21	17,850		5,250	Brazos
Brazos Interface to Public Safety <i>**Brazos Technology Interface Only</i>	1	N/C		1,000	
Implementation Services - One fee independent of number of devices - Customized Screen and Print Layouts (from an existing layout) - Creation of Web report that is exactly like defendant citations - Customization of Offenses (includes additional information) - Import of Officer Information - Import of Location Information (if applicable) - Implementation of Bluetooth communication between mobile device and printer - Installation of all software at customer site - Customization of additional reports			9,000		
Training - Two (2) days of officer/employee training - One (1) day of administrator training - Includes classroom and OJT training - Maximum Group Size = 12 - All documentation <i>Travel and Expenses are billed as incurred</i>			3,500		
Brazos Mobile Hardware					
Motorola MC67 (2D Imager) - Includes AT&T, Verizon Cellular Capability (must specify) - 8 Mega-Pixel autofocus camera - Built-in GPS - Extremely Bright 640x400 Full VGA Screen - 1 Year Warranty (Parts & Labor Only)	21	20,979			Motorola
Brazos Mobile Hardware Accessories					
Extended Warranty for MC67 - 3 Years Bronze Support - 3 to 5 day turnaround - Comprehensive Coverage (no fault) - Can only be purchased with new device	21	5,250			
4-bay Docking Cradle for MC67 (Highly Recommended) - Includes all cables (power supply and 6' network cable)	6	2,550			
Additional MC67 Extended Life Battery - 1.5x Battery	21	1,239			
4-Bay Battery Charger for Extended Life Batteries	6	1,080			
Brazos Mobile Printers and Accessories					
Zebra RW420 Bluetooth Printer - One (1) Year Manufacturer's Warranty - Bluetooth Communications	21	14,280			Zebra
Additional Batteries for RW420	8	624			
Cigarette Lighter Charger for RW420 Printers	15	1,575			
Zebra Charger Quad Li-Ion 4-Bay Battery Charger	2	690			
One Case (36 rolls) of standard thermal paper	4	380			
Brazos Software and Services		17,850	12,500	6,250	
Brazos Hardware Devices and Printers		48,647			
Brazos Technology Total		66,497	12,500	6,250	

Number of mobile devices: 28Number of MDC's: 0

Description	Price
Software and Services	\$31,200
Hardware - Printers	\$22,782
Printer Paper	\$595
Hardware - Devices	\$60,363
PROJECT PRICE	\$114,940
Special Pricing Allowance For Selected Task	-\$2,500
TOTAL PROJECT PRICE	\$112,440

TOTAL ANNUAL FEES AFTER FIRST YEAR	\$8,300
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Software and Services			
Description	Unit Price	Qty	Extended Price
MaeKIT (RDC) Brazos Software			
- One (1) year maintenance/support - Citations & Warnings - Parking Tickets - Stand-alone Racial Profiling (when not captured via the other	\$650	28	\$18,200
Third Party Hardware Purchase Services - MDC/PDA	\$50	0	\$0
State Compliant Crash Report Configuration and Setup (Inc. Tow Rpt.)	\$2,500	0	\$0
State Compliant Crash Report Software per Device	\$200	0	\$0
State Compliant Crash Report Training - 6 Hours	\$1,500	0	\$0
Tow Report w/Vehicle Inventory	\$2,500	0	\$0
Field Interview Task	\$2,500	1	\$2,500
Criminal Trespass Warning	\$2,500	0	\$0
Equipment Check In/Out	\$2,500	1	\$0
Setup and Configuration of Solution			
*One-time fee independent of number of devices - Customized Screen and Print Layouts (from an existing layout) - Integration with court software - Installation of all software at customer site - Customization of additional reports	\$7,500	1	\$7,500
**Translation Services - \$200 fee / language	\$200	0	\$0
Standard Training Package			
- Two (2) days of Officer Train-The-Trainer training - Max Group Size = 12 - Preferable to have one officer per device - Includes Classroom and In-Field Training - Court Process training - System Administrator training - Web Based Reports and Data Search training - Online Training and Reference Materials provided	\$3,000	1	\$3,000
Additional Training Days (Customized to meet the needs of the Agency)	\$1,500	0	\$0
travel and expenses not included			
Hosted TLETS Message Switch Setup & Installation			
Standard NCIC/TCIC Requests & Returns	\$1,500	0	\$0
TLETS Message Switch User Setup (\$250 / unit)	\$250	0	\$0
Total for Software and Services:			\$31,200

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Hardware - Printers			
** Assumes all devices are not mounted in vehicles and that the wall charger is purchased.			
Description	Unit Price	Qty	Extended Price
Zebra RW420 Bluetooth Printer - One (1) year manufacturer's warranty - Bluetooth Communications *To charge this printer you will need either the vehicle or wall mounted chargers below 	\$731	21	\$15,351
Third Party Hardware Purchase Services - Printer	\$50	0	\$0
Vehicle Charger for Printer (optional) 12VDC with pigtails to wire directly into a vehicle <i>* Installation Not Included</i>	\$95	0	\$0
Wall Charger for Printer (optional) 110VAC plug to recharge the printer from a standard wall socket	\$70	0	\$0
Vehicle Doc w/Charger for RW420 (optional) Docking unit to secure printer in vehicle installations <i>* Installation Not Included</i>	\$250	0	\$0
Zebra:AK18666-1 Kit Cable USB to RJ45	\$33	0	\$0
Zebra RW420 Bluetooth Printer w/MSR (R4D-0UBA010N-00)	\$780	7	\$5,460
Additional Batteries for RW420 (optional)	\$78	12	\$936
Zebra Charger Quad Li-Ion 4-Bay Battery Charger	\$345	3	\$1,035
Total for Printers:			\$22,782
Supplies			
Description	Unit Price	Qty	Extended Price
One case (36 rolls) of standard thermal paper	\$85	7	\$595
Total for Printer Paper:			\$595

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Hardware - MC75A			
Description	Unit Price	Qty	Extended Price
 Motorola MC75A (2D Imager) * Described above * Includes AT&T, Verizon, or Sprint Cellular Capability (must specify) * 2 Mega-pixel autofocus camera * Built-in GPS * Extremely Bright 640X400 Full VGA Screen	\$1,670	21	\$35,070
Magnetic Stripe Reader Attachment	\$145	21	\$3,045
Single Docking Cradle • Price includes all cables • Requires Microsoft ActiveSync and computer w/Internet connection	\$160	0	\$0
USB Charging Cable Assembly • Price includes all cables • Requires Microsoft ActiveSync and computer w/Internet connection	\$95	0	\$0
PANASONIC Toughpad FZ-A1	\$1,695	7	\$11,865
4-bay Docking Cradle (Highly Recommended) • Price includes all cables (power supply and 6' network cable)	\$425	5	\$2,125
3-Year Bronze Support Extended Warranty • Comprehensive Coverage (no fault) • *Can only be purchased with new device	\$265	21	\$5,565
PANASONIC Protection Plus, Toughpad PC (Year 1, 2, & 3) For FZ-A1	\$200	7	\$1,400
Additional Extended Life Battery • 1.5x Battery	\$59	12	\$708
4 - Bay Battery Charger Extended Life Battery	\$195	3	\$585
Auto Charger Cable • Auto Charger Cable w/cigarette lighter adapter	\$122	0	\$0
RAM Vehicle Cradle w/USB port • Power and mounting bracket * Installation not included. * USB Type A Male to USB Type A Male Cable not included	\$129	0	\$0
Total for MC75A:			\$60,363

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Ongoing Software Fees

Annual Fees after the first year

Brazos Technology	\$250 / unit	Annual	\$7,000
e-Citation updates, license renewal			
Brazos Technology e-mail Support			
Std maintenance covers config changes (up to 5 new fields and 1 new report per quarter)			

Crash Report	\$200 / unit	Annual	\$200
License Renewal			
e-Mail Support			

Interface to Court System	\$650	\$650
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Interface to RMS System	\$650	\$650
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*Any additional interfaces have an annual support cost of \$1000 ea.

TLETS Message Switch	\$250 / unit	\$0
Annual license and support		

(Not applicable unless Message Switch is activated.)

Total Annual Fees After First Year	\$8,300
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MC67 DISCOUNTS & FREE CRADLE INCENTIVE

VAD TERMS & PROCESSES

NORTH AMERICA

The MC67 Discounts & Free Cradle Incentive (the "Promotion") from Motorola Solutions provides a 17.5% additional upfront discount off list price on the MC67, an additional upfront discount off list price of 10% for MC67 accessories, and free MC67 cradles. Available through August 22, 2014, this special offer helps resellers drive sales of the MC67, a tough, compact handheld that makes it easy for mobile workers to dramatically increase task efficiency and accuracy and keep pace in today's fast-paced environment.

Please note that this promotion replaces the Momentum Promotion for MC65 and MC67, which ends May 12.

OVERVIEW

DISCOUNT PERIOD	May 12, 2014 – August 22, 2014
ELIGIBILITY	All PartnerEmpower resellers participating in the Mobile Computing technology segment in North America ("Participants")
PRODUCT & ACCESSORIES DISCOUNTS	An additional upfront discount off list price of 17.5% from Distributors on qualified sales of the MC67 mobile computer. An additional upfront discount off list price of 10% from Distributors on qualified sales of the MC67 mobile computer accessories required for a system, as defined in Solution Builder. (Note: Accessories ordered separate from devices are not eligible for the discount.) All Discounts from Motorola Solutions' Distributors to Participants represent Motorola Solutions' recommended discounts only. Distributors are always free to sell at the prices they choose. Services are not eligible for this Discount.

CRADLE OFFER

Free MC67 cradles for qualified sales of the MC67 mobile computer. The number of free cradles is based on a 1:1 slot to device ratio. The total number of cradle slots must equal the number of MC67 units. For example, for an order of 25 MC67 units, a Participant can select six free 4-slot cradles and one free 1-slot cradle. Participants can choose from the following cradle SKUs; the cradles can be mixed and matched:

1-Slot [CRD5500-1000UR]

4-Slot [CRD5501-4000CR]

4-Slot Ethernet [CRD5501-4000ER]

Please note that cradles are only free when ordered with a qualifying MC67 device. If the number of cradle slots ordered exceeds the number of MC67 devices, the additional cradles are not eligible for the free cradle offer.

All Discounts from Motorola Solutions' Distributors to Participants represent Motorola Solutions' recommended discounts only. Distributors are always free to sell at the prices they choose.

COMBINATION WITH OTHER PROMOTIONS

The Promotion *can* be combined with the discount available through the Deal Registration Program, but cannot be combined with Price Exceptions or any other product or solution promotion.

PRODUCT SOURCING

Products must be purchased through distribution to be eligible for the Promotion.

PARTICIPATION PROCESS

Channel partners do **not** need to apply for participation in the Promotion.

To take advantage of the Promotion, Participants must provide the promotion code **MC67PROMO2** along with their PartnerEmpower Membership #, to Distributors when placing their order.

MINIMUM ORDER QUANTITIES

None

PRICING STRUCTURE EXAMPLE

The example below, which is provided for illustration purposes only, shows the rebates provided to distributors in support of this promotion, based on a hypothetical 6% margin.

Part Number	MSRP	D1	Discount	Net Cost	VAR Price (with 6% VAD margin)	Price Support Rebate (Specialist Level)	Rebate
MC67NA-PDADAA00500	\$2,895	\$1,694	\$478 (17.5% device discount)	\$1,216	\$1,294	\$ 0	\$478
CRD5500-1000UR	\$130	\$76			Free	-	\$76
CRD5501-4000CR	\$250	\$146			Free	-	\$146
CRD5501-4000ER	\$570	\$333			Free	-	\$333
BTRY-MC55EAB02	\$75	\$44	\$8 (10% accessory discount)	\$36	\$39	\$ 0	\$8

FOR MORE INFORMATION

Promotion information for distributors and channel partners on [Partner Central](#)

Questions on reporting requirements: Contact Mary Jo Piumboreck at maryjopiumboreck@motorolasolutions.com

Questions on specific promotion claims: Contact Christina Laing at christina.laing@motorolasolutions.com

Questions regarding promotion criteria: Contact your Motorola Solutions Channel Account Manager

DISTRIBUTOR REIMBURSEMENT PROCESS

Based on the Sales Out reports including Participants' names and appropriate code, Distributors will receive a monthly reimbursement within 45 days of the end of each calendar month.

DISTRIBUTOR TERMS

Promotion Period: May 12 – August 22, 2014

1. The Promotion offered by Motorola Solutions, Inc. (referred to throughout this document as "Motorola") hereunder (also referred to as the "Promotion") applies only on sales of the products listed above.
2. Sales must be to qualified Participants in good standing in the PartnerEmpower Program.
3. The Promotion is available for orders placed during the Promotion Period and shipped to the Participant no later than 30 days after the conclusion of such period. Product supply during the Promotion Period is subject to availability.
4. Participants must provide the promotion code **MC67PROMO2** for each transaction.
5. All discounts from Motorola Solutions' Distributors to Participants represent Motorola Solutions' recommended discounts only. Distributors are always free to sell at the prices they choose. All pricing-related inquiries should be addressed with Distributors.
6. The Promotion does not apply to services sold in conjunction with the MC67.
7. Transaction must be reported on Sales Out with the appropriate code.
8. Sales Out report must be submitted in accordance with Sales Out Compliance Guidelines and include end user names, country, and zip code information.
9. The Promotion can be combined with the discount available through the Deal Registration Program. The Promotion cannot be combined with Price Exceptions or product promotions, solution promotions and any other promotions for the same device.
10. Motorola and its agents have the right to audit, validate or verify any purchases/sales claimed and serial numbers submitted.
11. Motorola reserves the right to modify, withdraw or cancel the Promotion (in whole or in part) at any time and/or in any geography for any reason or for no reason, without prior notice.
12. Any requests that do not comply with the terms of the Promotion will be rejected. The Promotion is subject to all local laws and regulations.
13. Based on the Distributor Sales Out report validated by Motorola, if a Participant violates the conditions of the Promotion, Motorola or the Distributor (as the case may be) have the right to bill back the difference. Additionally, Motorola may terminate Participant from this Promotion and from the PartnerEmpower Program

DISPUTES

THIS PROMOTION IS GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES.

As a condition of participating in the Promotion, Distributor agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with the Promotion, shall be resolved individually and Distributor hereby irrevocably submits for itself and its property in any legal proceedings relating to the Promotion and enforcement of any judgments with respect and in connection thereto, to the exclusive general jurisdiction of the courts of competent jurisdiction located in Cook County Illinois, U.S., and to the respective appellate courts thereof in connection with any appeal therefrom. Further, in any such dispute, under no circumstances will Distributor be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, consequential or other damages, including attorneys' fees, other than the fair market value of the units purchased by Distributor, and Distributor further waives all rights to have damages multiplied or increased and to trial by jury. Under no circumstance will Motorola be liable for any Distributor's incidental, consequential, special, punitive, or exemplary damages of any kind, including lost profits, loss of business, or other economic damage arising out of or resulting from Motorola's offering, conducting and/or terminating the Promotion or for any amount in excess of the market value of the Motorola product(s) purchased by the applicable Distributor hereunder.

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Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Purchasing

Date: 07/11/2014

Subject: Legal Notice for RFP for Playground Design, Equipment & Installation for East North Gulfport Park

Recommendation:

The City of Gulfport is soliciting RFPs for Playground Design, Equipment & Installation for East North Gulfport Park. Proposals will be received by the City of Gulfport Procurement Department, 1410 24th Avenue, Gulfport, MS 39501, until 5:00 P.M. local time on August 25, 2014.

Proposal Delivery - **One (1) original, three (3) copies and one digitally converted copy** of each proposal shall be submitted. All proposals must be received in the Procurement Office of the City of Gulfport, 1410 24th Avenue, Gulfport, MS 39501, no later than **5:00 o'clock p.m. local time, August 25, 2014**, after which time they will be referred to the Selection Committee. Any submittal received after the above stated date and time will be returned unopened.

Inquiries - All inquiries shall be in writing and directed to the following office. No questions or requests for clarifications will be addressed within five (5) days of the due date of the proposal.

Procurement Department
Hardy Bldg., 1410 24th Avenue
Gulfport, Ms. 39501
cdebenport@gulfport-ms.gov

The selection committee will review each proposal based on the grading criteria published in the RFP document and will assist the City's governing authority in evaluating the submissions and assessing the most qualified. The governing authority retains the ultimate authority in making these determinations. The committee may develop a short list from which interview will be scheduled and evaluation will be based in part on review of ONLY the data submitted in response to the request for proposal. Upon final selection(s) and a determination made by the City's governing authority, negotiations may commence and a written contract may be awarded to the individual(s)/firm(s) whose proposal is determined by the governing authority to be the most qualified.

For bids exceeding \$50,000.00, Bidder must indicate his Certificate of Responsibility Number on the outside of sealed proposal as required by Mississippi Law. Effective July 1, 2010; Per MS Code 31-3-21(3); any bid submitted by a nonresident contractor which does not include the nonresident contractor's current state law pertaining to such state's treatment of nonresident contractors, shall be rejected and not considered for award. If no such law exists in the non-resident contractor's state, then the non-resident contractor may provide a statement to that effect.

This project is funded fully or partially through the City of Gulfport's Community Development Block Grant Program from funds provided through the Department of Housing and Urban Development, and the successful bidder must comply with all federal, state and local requirements contained in the Contract Documents, including but not limited to Davis-Bacon Federal Wage Regulations, Section 3, E-Verify, etc., as identified in the bid proposal packet as "HUD Contract Provisions."

Davis-Bacon Federal Wage Regulations and Rates: This project is covered under the Davis-Bacon Wage Rates for the installation of the playground equipment. A copy of these regulations and the minimum rates required are included in the bid proposal packet as "Federal Construction Contract Provisions".

Section 3: Section 3 Housing and Urban Development Act of 1968 requires the City and contractors participating in CDBG project give opportunities for job training and employment to lower income residents of the Section 3 area that is described as the City of Gulfport, Harrison County, Six Coastal Counties, State of Mississippi. Section 3 also requires that "to the maximum extent feasible" contracts for work in connection with Section 3 covered projects be awarded to business concerns that are located in or owned in substantial part by persons residing in the Section 3 area. All contracts in excess of \$100,000 must include a Section 3 Plan. Section 3 Plan and required documents are included in the bid proposal packet as "Federal Construction Contracts."

The successful bidder must adhere to the Owner's policy concerning non-discrimination without regard to race, creed, color, age, sex, national origin or handicap.

Publish in the Legal Section on: 07-25-14
08-01-14

Send Invoice & Proof of publication to: Connie Debenport, CPPB
P. O. Box 1780
Gulfport, MS 39502-1780

2014-512



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Kris Riemann, Director
Engineering

Date: 07/11/2014

Subject:

Notice - request for proposals for Consulting Engineering Services related to the Courthouse Road Improvements Project.

Recommendation:

Memorandum – City of Gulfport

and
To: Connie Debenport, Purchasing

CC: Mayor Billy Hewes Scott Wilson, Finance
Dr. John Kelly, CAO Wayne Miller, P.E., Public Works

From: Kris Riemann, P.E. *RKR*

Date: 7/11/14

Re: Request Authority to Advertise for Preliminary Engineering Services
- Courthouse Road Improvements Project – U.S. Highway 90 to Pass Road
- Project No. STP-9372-00(009)LPA/106903-701000

Attached for your consideration is the Advertisement for Preliminary Engineering Services for the referenced project with proposals to be received on September 5, 2014. The scope of the services includes, but is not limited to, surveying, development of preliminary construction plans, preparation of easements/right-of-way maps and deeds for purchases, MDOT requirement coordination, coordination with utility companies, and environmental. Attached is a copy for your review.

This project is designed to pave Courthouse Road from Pass Road to Highway 90, install raised medians from Perry Street south to Highway 90 with 4 lanes (2 lanes in each direction), add a continuous 10 foot wide multi-use path for both walkers and bicyclists on the east side, add landscaping, add streetlights, add a pedestrian crossing signal at 33rd Street for Gulfport High School Students. The total estimated cost of the project is \$3.30 Million. The City's share will be 20% or \$670,883 which is currently funded in the 2012 Paving Bond Issue.

Please place this item on the July 22, 2014 Council Agenda.

Attachments: 1. Advertisement

City of Gulfport

Requests for Proposal

For Consulting Engineering Services

The City of Gulfport (LPA) intends to employ a consulting engineering firm to provide preliminary engineering services utilizing a Cost plus Fixed Fee, Labor Hour/Unit Price or Lump Sum/Firm fixed Price contract for the Courthouse Road Improvements Project. This project will include paving courthouse Road from Pass Road to Highway 90, installing raised medians from Perry Street South to Highway 90 with 4 lanes, (2 lanes in each direction); adding a continuous 10 foot wide multi-use path for both walkers and bicyclists on the Est side, adding landscaping, adding streetlights, adding a pedestrian crossing signal at 33rd Street for Gulfport High School students and other improvements to Courthouse Road from U.S. Highway 90 North to Pass Road for approximately 6,000 feet. Project No. STP-9372-00(009)LPA/106903-701000, Harrison County, MS The Consultant is required to provide these services including, but not limited to surveying, development of preliminary construction plans, preparations of easements/right-of-way maps and deeds for purchases, MDOT requirement coordination, coordination with utility companies, environmental and assume the duties and responsibilities in accordance with MDOT local Public Agency Project Development Manual process.

Consulting engineering firms interested in providing these services may so indicate by furnishing the Local Agency seven (7) copies of an Expression of Interest which should consist of the following:

1. A cover letter specifying the name and complete description of the project, the name of the project manager, and the location and address of the office to be assigned the majority of the work;
2. A resume for each principal member, the project manager, and employee(s) of the firm anticipated to be assigned to the project. Also, provide an organizational chart and list each person's experience and qualifications, including proof that the Project Manager is licensed as a Mississippi Professional Engineer and that the firm has met state licensure and certification requirements*;
3. A description of similar type work completed during the past five (5) years which qualifies the consultant for this work; the cost and schedule completion (or actual completion) of this work;
4. A response containing the information upon which the consultant will be evaluated; and,
5. Part II of Standard Form (SF) 330, Architect-Engineer Qualifications. This form can be obtained at [http://sp/gomdot.com/Consulting%20Services/Forms/Standard%20/firm%20\(SF\)%20330.%20Part%20II.pdf](http://sp/gomdot.com/Consulting%20Services/Forms/Standard%20/firm%20(SF)%20330.%20Part%20II.pdf)

The LPA will evaluate the Expressions of Interest based on the following factors listed in their relative order of importance:

1. The experience in performing the type of work outlined in the Scope of Work;
2. Qualifications of the principals and professionals to be assigned;
3. The consultant's experience in working with projects involving public funding;
4. The extent of in-house capabilities of the firm; and
5. The consultant's size and capability of staff to perform this work in accordance with an expedited progress schedule, considering the firms current planned work load.

The LPA reserves the right to select one (1) consultant or select a short list of consultants from whom more information will be required.

The LPA reserves the right to reject any and all proposals and/or to discontinue contract execution with any party at any time prior to final execution.

The DBE goal is 0%.

To be considered, all replies must be received by the Office of Procurement, 1410 24th Street, Gulfport, MS 39501, on or before 5:00 pm local time, September 5, 2014. The expressions of interest should be submitted and marked on the outside as **"Courthouse Road – US Hwy 90 to Pass Road Preliminary Engineering Proposal."**

This legal notice will appear in the Clarion Ledger and the Sun Herald on August 7, 2014 and August 14, 2014.

*MS Code Ann. Sections 73-13-1 through 73-13-45 (1972) (as amended) govern the practice of engineering in Mississippi. Firms are encouraged to contact the Mississippi Board of Licensure for Professional Engineers and Surveyors at (601) 359-6160 to insure that individuals and firms are qualified to offer and provide services in the State of Mississippi. The Board's web address is www.pepls.state.ms.us

Send Invoice & Proof of Publication to:

**Connie Debenport, CPPB
City of Gulfport
P. O. Box 1780
Gulfport, MS 39502-1780**



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Elizabeth MacMillan, None
Leisure Services

Date: 07/11/2014

Subject: Hold Harmless, Release and Waiver of Liability and Indemnity for Department of Leisure Services for use of Waste Pro Bounce House for Back to School Health & Wellness Fair.

Recommendation:



**DEPARTMENT OF
LEISURE SERVICES**

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5881
Fax: 228-868-5883

To: City Council

cc: Mayor Billy Hewes
Dr. John Kelly

From: Edmond Salloum, Director of Leisure Services

Date: July 11, 2014

Re: Waste Pro Bounce House for Back to School Health & Wellness Fair

Jones Building
1422 23rd Avenue
Gulfport, MS 39501

This Release is required by Delta Sanitation in order for the Department of Leisure Services Special Events Division to use the bounce house free of charge at our Back to School Health and Wellness Fair that is scheduled for Saturday, August 2nd in Jones Park. Legal has reviewed the Release and approved of it.

A handwritten signature in cursive script, reading "Edmond Salloum", written in black ink.

Edmond Salloum, Director

**RELEASE, HOLD HARMLESS, WAIVER OF
LIABILITY AND INDEMNITY AGREEMENT**

In consideration and on condition of the grant of use of the garbage truck jumpy and/or the generator or related equipment (collectively referred to hereinafter as the "Jumpy Equipment") owned by Delta Sanitation, LLC, a Mississippi limited liability company ("Delta"), the undersigned agrees to the following:

The undersigned, on behalf of himself, herself or itself, their heirs, executors, administrators, officers, directors, shareholders, agents, employees, affiliates and assigns, to the extent allowed by Mississippi law, (the "Releasors") hereby fully and unconditionally release Delta, its officers, directors, shareholders, agents, employees, affiliates and assigns (the "Releasees") and to the extent allowed by Mississippi law, agrees to indemnify and hold harmless the Releasees from any liability for loss, injuries, or damage that the Releasees may incur, including any and all attorneys' fees and costs, arising from the use of the Jumpy Equipment, whether such loss, injuries, or damages are caused by the negligence or alleged negligence of the Releasees or otherwise.

This Release is intended by the parties, to the extent allowed by Mississippi law, to release the Releasees from all claims for injuries, damages, or loss arising from the use of the Jumpy Equipment by the Releasors including any persons who use the Jumpy Equipment while the Jumpy Equipment is in the possession or use of the Releasors. The undersigned understands that the Releasors nor any other persons or entities are covered by Delta's general liability or other insurances while using the Jumpy Equipment. The undersigned understands and acknowledges the significance and consequences of such specific intention to waive all claims, and to the extent allowed by Mississippi law, hereby assumes full responsibility for any injuries, damages or losses that the Releasors or any other person or entity may incur, including without limitation those caused by or alleged to have been caused by the negligence of the Releasees, and including all attorneys' fees and costs associated with any claim between the Releasors and the Releasees hereunder or otherwise.

The undersigned represents that he she or it has experience in operating an inflatable device such as the Jumpy Equipment and is familiar with the dangers which are inherent in such operation. This Release is freely and voluntarily executed by undersigned and that in executing this Release, the undersigned does not rely on any inducements, promises, or representations made by Delta.

The undersigned acknowledges that the Jumpy Equipment has an approximate replacement value of Fifteen Thousand Dollars (\$15,000) and further acknowledges that any damage caused to the Jumpy Equipment during its use by the undersigned (which shall include transportation of the Jumpy Equipment to and from the Delta premises by the undersigned) shall be the complete responsibility of the undersigned. Any repairs that must be made due to damage to the Jumpy Equipment shall be subject to the prior written approval of Delta.

THE UNDERSIGNED AGREES THAT HE SHE OR IT HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND UNDERSTANDS THAT IT IS A HOLD HARMLESS, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT.

IMPORTANT: READ BEFORE SIGNING.

DATE

SIGNATURE

PRINT NAME

** To the extent allowed by Mississippi law*



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ginnie Hem, Manager
Finance

Date: 07/14/2014

Subject: Request to present the Comprehensive Annual Financial Report for the Fiscal Year ended September 30, 2013, and to accept the Independent Auditors' Report and Special Audit Reports for the Fiscal Year ended September 30, 2013.

Recommendation:



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Angela Kuhn, Administrator
Court

Date: 07/15/2014

Subject: Request - from Municipal Court for approval to proceed with transition to Tyler-Incode (court case management system) to include; system updates since 2009, new enhanced interfaces, collaborate with GPD - electronic ticket writers, computer(s) upgrades from Windows XP to Windows 7, and server hardware.

Recommendation:



Gulfport Municipal Court Memorandum

To: Dr. John Kelly
Chief Administrative Officer

cc: Gulfport City Council
c/o Ricky Dombrowski, President

From: Angela T. Kuhn *ATK*
Court Administrator

Date: July 14, 2014

Subject: Transition of Court CMS (Syscon) to Tyler – Incode

"Success in court administration, not unlike other areas of life, depends on paying attention to details. As court leaders, it is imperative that we pay attention, particularly when we are confident of our understanding of a problem and the best solution". G.M. Fazari

As a court administrator and a clerk within the state/municipal court system for nearly 20 years; I am convinced that a return to Tyler Technologies CMS – Incode is in the best interest of the Municipal Court and City. The judges, court staff, police staff, City IT, prosecutors' office, and mayor's transition team have noted or expressed support of this transition.

Through thorough analysis of the systems via listening, observing, and processing, we have been able to appropriately compare between the two (2) systems. As you may recall, the City established a process action team to review the court processes with a concentration for collections. From this detailed action group many issues and concerns with the current system were revealed. As the court administrator I was tasked with providing a plan to resolve the areas of improvement outlined in this study. As a result of this action team and for many other reasons, we feel that a return to Tyler with all the advanced revisions to their CMS- Incode; the benefits for the Court/City are numerous. *(See included documents)*

Financial Benefits:

- Savings of \$1,400+ per month in annual maintenance fees or **\$17,000 per year**
- Incode notification system – allows for multiple calls to be placed to offenders – such as court date reminder, court date missed, payment due date, payable infraction information, etc. All of which benefit the court. RE: Online payments the Offender will pay directly to **Tyler a \$2.50 - \$3.50 transaction fee**. Currently they must pay **6% of their fine to Syscon** for this online service. Therefore the

frequency of this online payment system is limited due to the expense to the offender. The court has requested and/or advised the vendor of the limitation for its usage; however, they feel this is a comparable amount for this service. Additionally with Tyler - Incode, a docket entry will be added to the applicable case(s), will automatically close the case, and pull from any pending docket.

- In courts that utilize this call system these reminder calls has proven to increase court traffic for mandatory court appearances and online payments for payable infractions which results in timely disposition of cases, reduced failures to appear, and increased collection revenue.
- At this time we are approved for a \$5.00 tech fee to be charged per citation or complaint filed. While the revenue collected in this account will offset the maintenance fee; we propose increasing this fee up to \$7.50 in order to offset the maintenance fee as well as expenses associated with the electronic ticket writers (Brazos for GPD), and call notification system. An estimate of increased revenue collected in a year is \$30,000. We currently receive at, near, or above \$60,000.

Court Record Benefits:

- I have included a few pages that include benefits with Tyler – Incode from the court accountant that was able to travel to TX with me to learn and observe from courts using Incode as well as our collection vendor AMS. I also have some notes from the staff regarding issues or concerns with the current CMS.
- The majority (75%) of our workload involves traffic citations. When these are paid in full without a future court date Tyler will automatically close the case. Currently this does not happen and we have to manually close each case. With the install of electronic ticket writers by GPD for the main citation and parking ticket writers when GPD downloads the ticket writers; this will daily push all the data entry directly into the court record and over to the court. The communication between the police that generates the workload for court will be nearly seamless. Just in these two (2) examples - workflow will decrease the docket and data entry for the court and police clerks immensely.
- Currently what exists is a “bridge” that has in my opinion never performed as it should with the flow of information. It is always one way from GPD to the Court with the use of codes to connect the charges/statutes. *As an example, since the system was installed 9.2009 the code for charges public drunk and prostitution were in error set the same. While most would not want either charge on their record it was quite embarrassing to those defendants that this error was not corrected before their court date and the judge says in open court you are charged with prostitution when it really is public drunk.* I was able to correct this with Syscon in 2012; however, this is just one example of all the “bridge/connection” issues or concerns we have dealt with over the years.
- With both departments on a Tyler product and with the connectivity that will exist as warrants are updated this will flow back to GPD. This will give assurance to the officers on the street and during traffic stops what the true status of any warrant may be. Currently this assurance does not exist and phone calls and delays occur which just makes the whole process inefficient and unreliable. The ticket writers will have the ability to take pictures; therefore, we will have reduced

issues with defendants claiming or being victims of identity theft. The parking ticket officer can take a picture of the plates/vehicle which will decrease the problems with unknown owners or proof of what vehicle was illegally parked. This evidence will be transferred to the case record and can be used by the prosecutors during the arraignment court session which may increase pleas at this session. We still have to print a lot of hard copies which should decrease as the city departments view the same system(s) for our information.

- I truly feel that having confidence in the quality of their work is important to the staff. This can be achieved for the police and court with this system.
- This is just a few of the notable record benefits.

Collaborative Benefits:

- Other City Departments: finance/MUNIS, TCM (records management), GPD – RMS (record management system & Brazos (electronic ticket writers); as previously mentioned data entry between the police and court clerks will be reduced and more efficient including offender profile (contact information) received from the officers and court. We will not be undoing what the other is entering or creating unnecessary multiple profiles for the same person, when we are both on the same systems; CITY IT – can manage IT related matters such as back up interfaces. *At this time the court manages all these types of processes with changing and maintaining back up discs, import disc data and export system data.*
- AMS (American Municipal Services) collection vendor is an established partner with Tyler Technologies. Currently we have to add the collection fee to each case. With the collection export interface this fee can be added through the system vs the clerks manually entering this amount. All the reports necessary to provide case data is captured with Incode for easy transfer to the 3rd party agency.
- Syscon systems operate on XP model computers as you know these are no longer supported by Microsoft. The City as already transitioned the departments to Windows 7. As our systems need to be replaced, we will have issues with Syscon operations. City IT has prepared a separate quote for new computers for inclusion with this proposal.
- We will benefit as a court/police using Tyler Incode due to other courts in the county, coast also using Tyler. This will be a benefit for the police in regards to warrants. Currently **Biloxi, D'Iberville, Moss Point, Pascagoula all use Tyler Incode and Tyler RMS.** Additionally, Starkville and Laurel have been using this product for years and they are very satisfied. Recent or upcoming Tyler Incode installs for Hattiesburg, Tupelo, and Jackson.

After a comprehensive analysis by all affected departments the consensus is that the outlay of expenditures for these system(s) and hardware will be paid back to the City in short order. We ask for a capital project fund, established to support the funding for this initiative.

The Gulfport Municipal Court like other courts, through its strategic planning process has a proven desire to increase public trust and confidence in the judicial branch of government by increasing access to justice, improving efficiency, proving fiscal responsibility, and increasing customer service and satisfaction. Through the recommendation of transition to Tyler Technologies – Incode CMS these goals can be realized.

System Software Quote



Proposal

Local Government Division

Presented to:

Angela Kuhn

Court Administrator

City of Gulfport

0.00

0.00

Gulfport, MS

228-214-2249

akuhn@gulfport-ms.gov

Proposal date:

July 10, 2014

Submitted by:

Benny Musso

(877) 447-8176

benny.musso@tylertech.com

Tyler Technologies

Local Government Division

5519 53rd Street

Lubbock, Texas 79414

Investment Summary

Angela Kuhn
City of Gulfport
July 10, 2014



Investment Breakdown

Proposal Valid for 120 days

Software	Investment	Annual Fees
License Fees	27,593	21,314
✖✖ Maintenance Fees from 2010 to 7/1/2014	29,298	
	<u>56,891</u>	<u>21,314</u>
Tyler On-Demand	Investment	Annual Fees
Hosted Applications	800	1,800
Incode Notification		35,000 ✖
	<u>800</u>	<u>36,800</u>
Hardware & Third Party Software	Investment	Annual Fees
Hardware & System Software	3,345	609
	<u>3,345</u>	<u>609</u>
Professional Services	Investment	
Implementation Services	37,500	
Professional Services	7,500	
Data & Conversion Assistance Fees	15,000	
Hardware & System Software	600	
	<u>60,600</u>	
Project Total	<u>121,636</u>	<u>58,723</u>

Estimated Travel Expenses

21,459

Note: Travel Expenses are billed as incurred based on Federal IRS per diem standards.

Tyler will invoice Client for the License Fees listed above upon delivery of the software.

Maintenance Fees listed above will be invoiced upon ninety (90) days of delivery and annually thereafter on the anniversary of that date

All payment terms are net thirty (30) days

Actual Annual fee
\$23,723

✖✖ Fees to update our system
for the revisions to the
system since we left Tyler.

Software Licenses

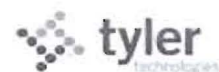
Angela Kuhn
City of Gulfport
July 10, 2014



Application Software	QTY	Hours	License Fee	Estimated Services	Annual Fee
Incode Court Case Management Suite			16,850	33,500	17,413
Criminal Court Case Management		260	N/C		
Cashiering		8	N/C		
Incode Scheduling		Included			
(Warrant Scheduling, Macro Scheduling, Citation Import Scheduling)					
Officer Email Notification (Generic Interface)		Included			
Brazos Citation Issuing Device Interface		Included			
(Citation Import, Auto Citation Import, Warrant Export)					
Collection Agency Export Interface		Included			
Incode Content/Document Management Suite			3,988	4,000	2,213
Incode Printing and Reporting Solutions					
Secure Signatures (includes 2 signatures)		Included			
Each Signature (scan and prepare for use)	1	Included			
Output Director					
Output Director		8			
(Base Engine, Print Output Channel, Tyler Content Management Output Channel, Email Output Channel)					
Content Management					
Tyler Content Manager Standard Edition (TCM SE)		24	N/C		
(Unlimited Full & Retrieval Licenses, Multiple Scan Stations, Advanced OCR, Content Manager for Incode Applications)					
System Software & Network Services			6,755		1,689
System Software					
System Software					
Professional Services				7,500	
Professional Services					
Final Implementation		40			
Project Management				2,500	
Incode Application Subtotal		300	20,838	37,500	19,626
System Software Subtotal			6,755		1,689
Professional Services		40		7,500	
Application and System Software Total			27,593	45,000	21,314

Professional Services

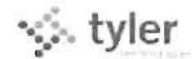
Angela Kuhn
City of Gulfport
July 10, 2014



Conversion Services	QTY	Programming Fee	Hours	Estimated Services	Conversion Fee
Court Applications					15,000
Court Case Management Court - Basic Case Data		4,000	16	2,000	
Warrants & Judgements		2,000	8	1,000	
Fee Instance , Payment Plans, Restitution		4,000	16	2,000	
Conversion Services Total					15,000

Hardware & System Software

Angela Kuhn
City of Gulfport
July 10, 2014



Network Systems and Software	QTY	Price	Maintenance Source	
Misc. Hardware and Network Equipment	QTY	Price	Maintenance	Maintenance Source
The following hardware items are trusted and proven to be working components of Tyler SW				
<u>Cash Collection</u>				
<i>All TM-H6000IV printers include PS-180 power supply, ribbon, USB Cable and 50 roll case of paper</i>				
Epson TM-H6000IV Thermal Receipt Printer - Black, USB NEW	3	3,150	609 INCODE - 12 mos warranty	
Court Camera (Collection station cameras)	QTY	Price	Maintenance	Maintenance Source
Logitech C310 HD Webcam (DD8620)	3	195		
Hardware & System Software Subtotal		3,345	609	
Installation & Configuration - Onsite		600		
Hardware and System Software Total		3,945	609	

Hosted Applications

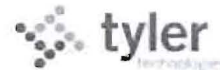
Angela Kuhn
City of Gulfport
July 10, 2014



Service	QTY	Charges	Initial Year	Annual Fee
Citizen Portal				
One Time Setup Fee	1	800	800	
- Hardware Configuration				
- DNS registration				
INCODE Court Online Component				
Monthly support/maintenance fee		150 /month	1,800	1,800
- Display of citation/citations for payment				
- Display of Payment Plans				
- Payment Options				
- Drivers Safety Course				
- Deferred Disposition				
- Make Payment				
- Collects plea from defendant				
- Security -- SSL (Secure Socket Layer)				
- Payment Processing - Credit Card				
• Payment packet is created to be imported to Court System				
NOTE: Defendant pays \$2.50 - \$3.50 fee per transaction for payment on-line.				
Hosted Applications Total			2,600	1,800

INCODE Notification

Angela Kuhn
City of Gulfport
July 10, 2014



INCODE Notification for Courts

INCODE Notification for Courts (\$1 per violation)

Annual Violations 35,000 ✕

- Defendant Notification by Phone
- Call can be made for:
 - Citation Issued
 - Court Date Reminder
 - Court Date Missed, Notify of Next Step
 - Warrant Issued
 - Payment Plan due date reminder
 - Etc.
- Case updated after call
 - Call taken live
 - Left message
 - No answer
- Court creates unique message for each call type
- Call message can be English or Spanish
- Call Attorney, rather than Defendant

Note: The Court will be billed for the cases in which calls are made. The \$1.00 charge per violation includes up to 4 calls per violation, as shown above. The Court will be billed by Tyler Technologies monthly for the calls conducted.

The Court will be allowed 2 call campaigns in the first 30 days at no charge. Tyler will assist with setup and creation of campaigns.

- Trial offer is free for 30 days.
- Campaign is limited to a one year time frame.
- Both campaigns must be used within the 30 day time frame.
- If more than 2 campaigns are used, then customer will be billed for the additional campaigns.

INCODE Notification For Court Total

35,000

✕ Estimate of violations filed in a year.
This \$1.00 fee will be assessed to the offender and/or offset by Tech fee.

Server - Hardware Quote

Investment Summary

Angela Kuhn
City of Guylfport Municipal Court
July 10, 2014



Investment Breakdown

Proposal Valid for 120 days

Hardware & Third Party Software	Investment	Annual Fees
Hardware & System Software	14,484	
	14,484	-
Professional Services	Investment	
Hardware & System Software	2,100	
	2,100	
Project Total	16,584	

Estimated Travel Expenses 1,337

Note: Travel Expenses are billed as incurred based on Federal IRS per diem standards.

Tyler will invoice Client for the License Fees listed above upon delivery of the software.

Maintenance Fees listed above will be invoiced upon ninety (90) days of delivery and annually thereafter on the anniversary of that date

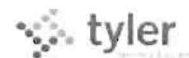
All payment terms are net thirty (30) days

Hardware & System Software

Angela Kuhn

City of Guylfport Municipal Court

July 10, 2014



Network Systems and Software	QTY	Price	Maintenance Source
Dell PowerEdge T620 Tower or 4-Post Rack Mount	1	6,200	Dell - 36 mos on-site warranty
Intel® Xeon® E5-2620 2.00GHz, 6 core, 12 thread, 15M Cache, 7.2GT/s QPI, 95W			
16 GB (4x4GB) 1333MHz RDIMM Memory			
2 - 300 GB 15K RPM Hot swap SAS HDD (RAID1 - 300GB Usable capacity)			
3 - 300 GB 15K RPM Hot swap SAS HDD (RAID5 - 600GB Usable capacity)			
PERC H710 Raid controller			
DVD-ROM SATA			
Gigabit Ethernet			
Dual Redundant 750w Power Supplies			
Keyboard/Mouse			
3 year ProSupport and NBD onsite warranty			
Windows Server 2008 R2 - 64-bit w/5 CALS (2012 available upon request and approval)			
Upgrade to 32 GB RAM for T620	1	410	
RD1000 Backup Drive 500/1TB w/8 Cartridges	1	1,935	
Upgrade to 5yr NBD ProSupport Onsite warranty for T620	1	345	Dell - 60 mos on-site warranty
Flat Panel Monitor for any server			
Dell 20" E2014 wide screen monitor for any server	1	135	
Uninterruptible Power Supplies (UPS)			
Tower - APC 1000 - (SMT1000)	1	520	
OEM Operating System and Terminal Server Licensing (delivered via email)			
Additional 2012 Client Licenses 5-pack	6	1,080	
SQL SERVER 2012 ISV RUNTIME LICENSING			
Microsoft SQL Server 2012 RUNTIME	1	499	
Microsoft SQL 2012 RUNTIME CAL	32	3,360	
Hardware & System Software Subtotal		14,484	0
Installation & Configuration - Onsite		2,100	
Installation & Configuration - Remote			
Hardware and System Software Total		16,584	0