



Mayor Depreo
Councilmember Maher At-Large
Councilmember Finley Ward 1
Councilmember Liese Ward 2
Councilmember Cumberland Ward 3
Councilmember Clark Ward 4

AGENDA

REGULAR MEETING OF THE CITY COUNCIL

Tuesday, September 06, 2022

6:00 PM CST

Council Chambers, City Hall
and via teleconference, if necessary

Call to Order.

Invocation

Pledge of Allegiance

Roll Call

Confirm or Adjust Agenda Order

Presentation Agenda.

Council Comments.

- a. The next Regular Meeting of the City Council will be held September 20, 2022 at 6:00 p.m. in Council Chambers located at City Hall.
- b. Annual Paddle Paradise Event will be held Saturday, September 24th at the south side kayak launch. Participants may register in advance on the City's website or on-site registration beginning at 8:00 a.m. the morning of the event.
- c. Troy Johnston of Butler Snow, LLC - General Obligation Bonds

City Manager's Report.

Public Comments on Agenda Items.

Policy Agenda.

Minutes:

1. Motion to approve the August 16, 2022 Regular Meeting Minutes.

Tabled Items:

2. **2022-265:** Motion to award bids received for Lily Pond and Diamondhead Drive East Pond to Breakwater Marine in the amount of \$539,837.00, authorize the City Manager to execute contract for same and to issue the Notice to Proceed as appropriate.

Ordinances:

3. 2022-301: Motion adopt Ordinance 2023-001 implementing from and effective January 1, 2023 pursuant §45-39-17 a \$2.00 surcharge on each person upon whom a municipal court imposes a fine or other penalty for any misdemeanor other than offenses relating to vehicular parking or registration, said funding to be deposited with the Department of Public Safety to support the Mississippi Coast Crime Stoppers and for other related purposes.

Resolutions:

4. **2022-287:** Motion to adopt Resolution 2022-058 thereby approving and adopting the FY2023 Budget as finally determined by the Mayor and City Council.
5. **2022-288:** Motion to adopt Resolution 2022-059 thereby setting the Tax Levy for FY2023 for the City of Diamondhead at the millage rate of 29.5 mills.
6. **2022-292:** Motion to adopt Resolution 2022-060 thereby authorizing the City Manager of the City of Diamondhead to be the signatory for documents approved by the Council.
7. **2022-293:** Motion to adopt Resolution 2022-061 there by accepting the donation of real property Lot 8, Block 7, Unit1 Phase 1 with an estimated value of \$15,000 from Susan Rogers for drainage and/or greenspace purposes.
8. **2022-294:** Motion to adopt Resolution 2022-262 thereby accepting by donation Track D, Unit 5, Phase 2 with an estimated value of \$625.00 from the Diamondhead Country Club and Properties Owner's Association.
9. **2022-302:** Motion to adopt Resolution 2022-063 thereby authorizing the sale and issuance of a City of Diamondhead, Mississippi General Obligation Bond, Series 2022 (Capital Improvements Project) in a principal amount not to exceed \$6,000,000; prescribing the form and details of the city bond and directing the preparation, execution and delivery thereof; providing certain covenants of the City, in connection with the City Bond; authorizing the sale of the City Bond to the Mississippi Development Bank; authorizing and approving the form and the execution and delivery of a City Bond Purchase Agreement in connection with the sale of the city bond; appointing a paying and transfer agent for the City Bond; approving the form of Trust Indenture in connection with the City Bond and not to exceed \$6,000,000 Mississippi Bank Special Obligation Bond, Series 2022 (City of Diamondhead, Mississippi General Obligation Bond, Series 2022, Capital Improvements Project) (The "Bank Bonds"); authorizing and approving the form of and execution and delivery of a Private Placement Agreement and certain other documents in connection with said bank bonds and the city bond; and for other related purposes.
10. **2022-306:** Motion to adopt Resolution 2022-064 to approve a text amendment in accordance with the Zoning Ordinance Article 2.8 (Amendment Rezoning Procedure). The proposed text amendment will change Article 12.8.1 – Architectural Compatibility, to add sub-section "D. Any developer, builder and/or person who develops and plats subdivisions shall submit the facades (elevations) for all sides of the structure depicting the above building design items listed in 12.8.1 C. This information shall be submitted before any building permits are reviewed and issued. Based on the number of proposed platted lots, the developer, builder and/or person shall submit the minimum number of required different facades in sufficient detail to determine compatibility with the surrounding neighborhood. Number of lots 1-10, Required Facades 5; Number of lots 11-20, Required Facades 10; Number of lots 21-30, Required Facades 15; Number of lots 31-40, Required Facades 20; Number of lots 40 plus, Required Facades 25."
11. **2022-307:** Motion to adopt Resolution 2022-065 to approve a text/map amendment in accordance with the Zoning Ordinance Article 2.8 (Amendment Rezoning Procedure). The proposed text/map amendment would set the minimum square footage for residential structures for selected areas that were not established when the Zoning Ordinance was adopted on October 15, 2012. The Case File Number is 202200361.

- 12.** **2022-308:** Motion to adopt Resolution 2022-067 thereby abandoning a 5' drainage/utility easement on each side of the common property line between Lot 18 and Lot 19, Diamondhead Phase 1, Unit 7, Block 3. The parcel number is 067G-2-25-018.000. The physical street address is 98178 Golf Club Drive. (Pace)
- 13.** **2022-309:** Motion to adopt Resolution 2022-068 to create Zoning Districts and Use Regulations for Medical Cannabis Facilities. Article 4.21.1 - Conditions Governing Permitted Uses Table 4.2: Chart of Determinate Uses, Other Non Residential Uses, add "Medical Cannabis Cultivation Facility-Note 17, and "Medical Cannabis Processing Facility-Note 17, Use by Right in I and not allowed in other zoning classifications; "Medical Cannabis Dispensary Facility-Notes 17 & 18, "Medical Cannabis Research Facility- Note 17, and "Medical Cannabis Testing Facility - Note 17, Use by Right in C-1 and C-2 and not allowed in other zoning classifications; "Medical Cannabis Transportation Facility- Note 17, Use by Conditional Use in I and not allowed in other zoning classifications; add Note 17. The main point of entry of a medical cannabis establishment shall not be located within one thousand (1,000) feet of the nearest property boundary line of any school, church, or childcare facility. A medical cannabis establishment may receive a waiver to this distance restriction by receiving approval from the school, church, or childcare facility and by applying for a waiver with its respective licensing agency, provided the main point of entry of the cannabis establishment is not located within five hundred (500) feet of the nearest property boundary line of any school, church, or childcare facility in accordance with Mississippi Senate Bill 2095. A business privilege license is required." and Note 18. No medical cannabis dispensary may be located within a one thousand five hundred (1,500) feet radius from the main point of entry of the dispensary to the main point of entry of another medical cannabis dispensary in accordance with Mississippi Senate Bill 2095. Hours of Operation are restricted to 8:00 am to 7:00 pm." The Case File Number is 202200359.
- 14.** **2022-311:** Motion to adopt Resolution 2022-069 thereby authorizing submittal of an application to Mississippi Department of Environmental Quality for Municipal and County Water Infrastructure Grant funding for stormwater infrastructure projects (ARPA local match) in an amount not to exceed \$1,978,561.96, designating the City Manager as authorized representative to act on behalf of the City, and for other related purposes.

Consent Agenda:

- 15.** **2022-289:** Motion to authorize the City Manager to begin negotiations with the Methodist Church for the City's use of the parking lot area when necessary to accommodate overflow parking for City events and further to authorize Legal Counsel to begin drafting agreement for same.
- 16.** **2022-290:** Motion to approve the Amended and Restated Grant Agreement with Mississippi Development Authority for Gulf Coast Restoration Funds GCRF 20-05 for Commercial Transformation Project.
- 17.** **2022-291:** Motion to approve the Grant Agreement with Mississippi Development Authority for Gulf Coast Restoration Funds GCRF 21-05 for Commercial Transformation Project.
- 18.** **2022-295:** Motion to approve payment to Digital Engineering in the amount of \$887.50 for GIS Maintenance.
- 19.** **2022-296:** Motion to approve payments to Pickering Firm, Inc. in the amount of \$425.00 for Strategic Initiatives, in the amount of \$4,402.00 for Makiki Drive Culvert Project, in the amount of \$5,232.50 for Kolo Court Ditch Improvements, in the amount of \$2,550.00 for Ahuli Drainage

Improvements, in the amount of \$487.50 for Diamondhead Drive East Retention Pond Dredging, and in the amount of \$470.00 for Lily Pond Dredging.

- 20.** **2022-297:** Motion to approve payments to Chiniche Engineering & Survey in the amount of \$420.00 for Montjoy Creek Improvements and in the amount of \$1,164.00 for Noma Drive Dredging.
- 21.** **2022-303:** Motion to approve Pay Application No. 2 in the amount of \$23,720.78 to J & A Excavation LLC for the Makiki Drive Drainage Project.
- 22.** **2022-310:** Motion to award quotes received from Mayley's for monthly interior pest control services in the amount of \$115.00, quarterly exterior pest control in the amount of \$125.00 and 2-year termite services (initial and recurring 2-year treatment) in the amount of \$4,835 with 3rd-year and subsequent renewals of \$650.00 annually.
- 23.** **2022-312:** Motion to correct the July 19, 2022 Minutes to include official action taken after executive session to hire Jon McCraw as City Manager..
- 24.** **2022-313:** Motion to approve payment to Covington Civil & Environmental in the amount of \$37,930 for professional services relating to the Commercial District Transformation Project (RESTORE).
- 25.** **2022-314:** Motion to approve payment to Machada Patano for professional services in the amount of \$507.50 regarding Taco Bell Plan Review and in the amount of \$1,358.75 regarding Prestige Fitness Plan Review.

Action Agenda.

- 26.** **2022-298:** Motion for discussion and/or possible action regarding parking in medians of cul de sacs and parking on the asphalt roadway of cul de sac streets.
- 27.** **2022-299:** Motion to authorize the administration to submit application and work with the United States Army Donations Program to request two (2) cannons to be located at City Hall and Veterans' Park with total cost for both not to exceed \$1,000 each.
- 28.** **2022-300:** Motion for discussion and/or possible action regarding drainage on Amoka, Kaleki Way and Iekei Drive.
- 29.** **2022-304:** Motion for discussion of use of City Hall Gazebo for monthly music venue.

Routine Agenda.

Claims Payable

- 30.** Motion to approve Docket of Claims (DKT159939-DKT159982) in the amount of \$226,449.47.

Public Comments on Non-Agenda Items.

Executive Session - If Necessary

Adjourn/Recess.

NOTE: THE CITY OF DIAMONDHEAD WILL FURNISH APPROPRIATE AUXILIARY AIDS AND SERVICES WHERE NECESSARY TO AFFORD INDIVIDUALS WITH DISABILITIES AN EQUAL OPPORTUNITY TO SERVICES AND ACTIVITIES OF THE CITY. A WRITTEN REQUEST BY OR ON BEHALF OF QUALIFYING INDIVIDUALS SHALL BE SUBMITTED IN A TIMELY MANNER TO THE CITY CLERK.



Mayor Depreo	At	Item No. 1.
Councilmember Maher		
Councilmember Finley		
Councilmember Liese	Ward 2	
Councilmember Cumberland	Ward 3	
Councilmember Clark	Ward 4	

MINUTES
REGULAR MEETING OF THE CITY COUNCIL
Tuesday, August 16, 2022
6:00 PM CST
Council Chambers, City Hall

Call to Order.

At 6:00 p.m., Mayor Depreo called the meeting to order.

Invocation - Councilmember Finley

Pledge of Allegiance

Roll Call

PRESENT

Mayor Nancy Depreo

Councilmember-At-Large Gerard Maher

Ward 1 Shane Finley

Ward 2 Anna Liese

Ward 3 John Cumberland

Ward 4 Charles Clark

Confirm or Adjust Agenda Order

Motion made by Mayor Depreo, Seconded by Councilmember-At-Large Maher to amend the agenda with the following additions and to approve as amended:

Council Comments – add d. Proclamation - Constitution Week 2022

Action Agenda add 17 a. 2022-286: Motion to adopt the Final Plat-Diamondhead Lakes, Phase 1 subject to (1) submission of letter from Ben Benvenuti, City Engineer, regarding construction of subdivision in accordance with approve plans, (2) approval of final inspection of the improvements of the subdivision; (3) provide ample swale easement for lots 20 and 21. All conditions must be completed to the satisfaction of the City before any building permit(s) shall be issued.

Voting Yea: Mayor Depreo, Councilmember-At-Large Maher, Ward 1 Finley, Ward 4 Clark.

Voting Nay: Ward 2 Liese, Ward 3 Cumberland

MOTION CARRIED UNANIMOUSLY

Presentation Agenda.

Council Comments.

- a. The next Regular Meeting of the City Council will be held September 6, 2022 at 6:00 p.m. in Council Chambers at City Hall.
- b. City Hall will be closed September 5, 2022 in observance of Labor Day.
- c. CASA of Hancock County Annual Update - Cynthia Chauvin, Executive Director presented the council an overview the past year's services and activities and expressed her appreciation for the annual support provided to the City.

- d. Mayor Depreo proclaimed September 17 – 23, 2022 as Constitution Week.

City Manager's Report.

1. Drainage Pond Dredging – The engineer on this project is still waiting on the contractor to provide signed documents. Per the request of the engineer, please table this item at this time. The bids are good for sixty days which gives us until September 19th.
2. East Aloha Drive Project – Weather permitting, the finally paving will be completed this week. All striping will occur about one week after the final course is placed. The current fire hydrants and utilities that are out of place will be addressed in phase 2 of this project. I am providing each of you with a calendar to help visualize the project days and the change orders approved and requested.
3. Paddle Paradise – The paddle paradise event is scheduled for September 24, 2022. The city is currently working on getting sponsors for the event. The committee will continue to meet to make the necessary preparations.
4. Hilo Way Drainage Project – The city has received the bids and has until the end of this week to approve the bids. If not, all bids will have rejected all the city must start the entire project over. The engineer has provided the recommendations for this project and has provided the certified bid tab.
5. Machado Patano – The work assignment requested on this agenda is to extend their current contract amount due to additional plan reviews. The assignment will expire at the end of the fiscal year (September 30th). Any remaining funding on the purchase order will be voided.
6. Covington – The work assignment is to perform a traffic study to determine the need for traffic signs at the corner of Kapalama Drive and Koloa Street and Kapalama Drive and Golf Club Drive as well as the current traffic signs on Koloa Street. Once we study is completed, the results will be presented to the council for review.
7. Parking Lot Rental – A request was made to draft an agreement between the City of Diamondhead and the Diamondhead United Methodist Church. This agreement would obligate the City to repair all damages caused by the City using the parking lot. If the Council agrees, the City Attorney will prepare the agreement.

Public Hearing – FY23 Budget:

City Manager McCraw presented the proposed FY23 Budget. At the conclusion of the FY23 Budget presentation, Mayor Depreo called for anyone with comments or questions regarding the proposed budget to come forward; no comments or questions were presented and the public hearing was closed.

Public Comments on Agenda Items.

Dona Decker - Concerns regarding Elliott Homes-Diamondhead Lakes Phase 1 proposed facades.

Pat Burgoyne - Concerns regarding the increased density proposed by Elliott Homes - Diamondhead Lakes Phase 1.

Bill Atkinson - Presented his concerns regarding stop sign placement process and other stop signs concerns.

Jason Chiniche, Project Engineer was present to answer questions of the Council regarding East Aloha Phase 1.

Cara Wagner of Pickering Firm representing Elliott Homes Diamondhead Lakes Phase 1, regarding final plat approval.

Michael Bottoms, Director of Marketing for Elliott Homes, addressed the Council regarding approval of Final Plat Diamondhead Lakes Phase 1.

Ben Benvenuti, City Engineer, answered questions of the Council regarding final plat status of Diamondhead Lakes Phase 1

Motion to amend agenda.

Motion made by Ward 3 Cumberland, seconded by Ward 1 Finley to amend the agenda to remove Items 12, 15 and 17 from the Consent Agenda:

12. **2022-277:** Motion to approve Pay Application 4 in the amount of \$111,606.15 to Moran Hauling, Inc. for the East Aloha Improvement Project.
15. **2022-283:** Motion to accept Substantial Completion of East Aloha Improvements Phase 1 effective August 5, 2022.
17. **2022-285:** Motion to approve Master Service Agreement Work Assignment with Machada Patano for Developer Plan/Spec Review as needed in an amount not to exceed \$10,000.

MOTION CARRIED UNANIMOUSLY

Policy Agenda.

Minutes:

1. Motion to approve the August 2, 2022 Minutes.

Motion made by Ward 3 Cumberland, Seconded by Ward 4 Clark to approve the August 2, 2022 Minutes.

Voting Yea: Mayor Depreo, Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Liese, Ward 3 Cumberland, Ward 4 Clark

MOTION CARRIED UNANIMOUSLY

Tabled Matters:

2. **2022-231:** Motion to accept and award the low bid received from Moran Hauling, Inc. in the amount of \$171,479.06 for the Hilo Way Drainage Improvement Project, authorize City Manager to execute the contract for same and issue the Notice to Proceed as appropriate.

Motion made by Councilmember-At-Large Maher, Seconded by Ward 2 Liese to remove Agenda Item 2022-231 from the table.

Voting Yea: Mayor Depreo, Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Liese, Ward 3 Cumberland, Ward 4 Clark

MOTION CARRIED UNANIMOUSLY

Motion made by Councilmember-At-Large Maher, Seconded by Ward 4 Clark to accept and award the low bid received from Moran Hauling, Inc. in the amount of \$171,479.06 for the Hilo Way Drainage Improvement Project, authorize City Manager to execute the contract for same and issue the Notice to Proceed as appropriate.

Voting Yea: Mayor Depreo, Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Liese, Ward 3 Cumberland, Ward 4 Clark

MOTION CARRIED UNANIMOUSLY

3. **2022-246:** Motion to approve Change Order No. 3 to East Aloha Improvements Phase 1 adding 50 calendar days for project completion with no change in project cost.

Motion made by Ward 1 Finley, Seconded by Councilmember-At-Large Maher to remove Agenda Item 2022-246 from the table.

Voting Yea: Mayor Depreo, Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Liese, Ward 3 Cumberland, Ward 4 Clark

MOTION CARRIED UNANIMOUSLY

Motion made by Councilmember-At-Large Maher, Seconded by Ward 4 Clark to approve Change Order No. 3 to East Aloha Improvements Phase 1 adding 50 calendar days for project completion with no change in project cost.

Voting Yea: Mayor Depreo, Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Liese, Ward 3 Cumberland, Ward 4 Clark

MOTION CARRIED UNANIMOUSLY

4. **2020-261:** Motion to adopt the Final Plat-Diamondhead Lakes, Phase 1 subject to (1) the identification of drainage and utility easements on the rear lots adjacent to the golf course; (2) the identification of 5' drainage and utility easements along all side lot lines; (3) submission of letter from Cara Wagner of Pickering Firm, engineer of record, regarding construction of subdivision in accordance with approved plans; (4) submission of letter from Ben Benvenuti, City Engineer, regarding construction of subdivision in accordance with approved plans; (5) approval of final inspection of the improvements of the subdivision; (6) submission of appropriate maintenance bond or surety; (7) the construction of ditches along the street frontage for selected lots; (8) the installation of a cross culvert to carry water surface runoff to the detention pond; (9) the ditches and cross culvert shall be installed in accordance with plans to be inspected and approved by the City Engineer, all conditions must be completed to the satisfaction of the City before any building permit(s) shall be issued.

NO ACTION

Resolutions:

5. **2022-274:** Motion to adopt Resolution 2022-052 thereby acquiring by donation for drainage/greenspace from Joseph B. and Mary G. Margavio Lot 11, Block 4, Unit 7 with an estimated value of \$8,437.50.

Motion made by Ward 4 Clark, Seconded by Councilmember-At-Large Maher to adopt Resolution 2022-052 thereby acquiring by donation for drainage/greenspace from Joseph B. and Mary G. Margavio Lot 11, Block 4, Unit 7 with an estimated value of \$8,437.50.

Voting Yea: Mayor Depreo, Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Liese, Ward 3 Cumberland, Ward 4 Clark

MOTION CARRIED UNANIIMOUSLY

- 6. PUBLIC HEARING - 2022-280:** Motion to adopt Resolution 2022-055 to adjudicate that the property and abandoned vehicle located at 10758 Luawai Place (parcel number 067G-1-25-238.000) is in a state of uncleanliness or a menace to the public health, safety and general welfare of the community. Authorization to advertise for bids and/or obtain quotes to perform the necessary services to cut and destroy the weeds growing, remove all limbs, trash and debris, if any, to a proper disposal site and remove the unlicensed vehicle from the property and assess the costs to said property and for other related purposes. Property owner is Dudley F. Billings.

Mayor Depreo opened the public hearing and called aloud three times for Dudley F. Billings or a representative thereof to appear before the Council; with no one appearing; motion was made by Ward 1 Finley, Seconded by Councilmember-At-Large Maher to adopt Resolution 2022-055 thereby adjudicating that the property and abandoned vehicle located at 10758 Luawai Place (parcel number 067G-1-25-238.000) is in a state of uncleanliness or a menace to the public health, safety and general welfare of the community. Authorizing to advertise for bids and/or obtain quotes to perform the necessary services to cut and destroy the weeds growing, remove all limbs, trash and debris, if any, to a proper disposal site and remove the unlicensed vehicle from the property and assess the costs to said property and for other related purposes. Property owner is Dudley F. Billings.

Voting Yea: Mayor Depreo, Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Liese, Ward 3 Cumberland

MOTION CARRIED UNANIMOUSLY

- 7. PUBLIC HEARING - 2022-281:** Motion to adopt Resolution 2022-056 to adjudicate that the property located at 1060 Lilinoe Way (parcel number 131C-1-13-174.000) is in a state of uncleanliness or a menace to the public health, safety and general welfare of the community, Authorization to advertise for bids and/or obtain quotes to perform the necessary services to cut the grass and remove all weeds from the property and for other related purposes. Property owner is Paul Clack.

Mayor Depreo opened the public hearing and called aloud three times for Paul Clack or a representative thereof to appear before the Council; with no one appearing; motion was made by Ward 2 Liese, Seconded by Ward 4 Clark thereby adjudicating that the property located at 1060 Lilinoe Way (parcel number 131C-1-13-174.000) is in a state of uncleanliness or a menace to the public health, safety and general welfare of the community, Authorizing to advertise for bids and/or obtain quotes to perform the necessary services to cut the grass and remove all weeds from the property and for other related purposes. Property owner is Paul Clack.

Voting Yea: Mayor Depreo, Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Liese, Ward 3 Cumberland

MOTION CARRIED UNANIMOUSLY

- 8. 2022-282:** Motion to adopt Resolution 2022-057 thereby appointing Scott Brewer (Ward 4) (formally Torguson-Ward 3) to serve as Planning & Zoning Commissioner effective immediately and expiring March 2025.

Motion made by Ward 4 Clark, Seconded by Ward 2 Liese to adopt Resolution 2022-057 thereby appointing Scott Brewer (Ward 4) (formally Torguson-Ward 3) to serve as Planning & Zoning Commissioner effective immediately and expiring March 2025.

Voting Yea: Mayor Depreo, Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Liese, Ward 3 Cumberland, Ward 4 Clark

MOTION CARRIED UNANIMOUSLY

9. **2022-265:** Motion to award bids received for Lily Pond and Diamondhead Drive East Pond to Breakwater Marine in the amount of \$539,837.00, authorize the City Manager to execute contract for same and to issue the Notice to Proceed as appropriate.

Motion made by Mayor Depreo, Seconded by Ward 2 Liese to table awarding of bids received for Lily Pond and Diamondhead Drive East Pond to Breakwater Marine in the amount of \$539,837.00, authorize the City Manager to execute contract for same and to issue the Notice to Proceed as appropriate.

Voting Yea: Mayor Depreo, Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Liese, Ward 3 Cumberland, Ward 4 Clark

MOTION CARRIED UNANIMOUSLY

Consent Agenda:

Motion made by Ward 4 Clark, Seconded by Councilmember-At-Large Maher to approve Consent Agenda Items 10, 11, 13, 14 and 16 as follows:

10. **2022-275:** Motion to approve payment to Machado Patano for developer spec review services in the amount of \$507.50 and \$1,358.75.
11. **2022-276:** Motion to approve payment in the amount of \$247.50 for Orion Planning & Design for professional consultant services related to Aloha District planning and construction.
13. **2022-278:** Motion to increase Work Assignment 00-01-2022 with Digital Engineering for GIS Maintenance from \$12,000 to \$17,000 for the remainder of FY22.
14. **2022-279:** Motion to approve Payment Application No. 1 in the amount of \$16,133.38 to J&A Excavation for the Makiki Drive Drainage Project.
16. **2022-284:** Motion to approve Master Service Agreement Work Assignment with Covington Civil and Environmental in an amount not to exceed \$5,250 for Traffic Impact Study.

Voting Yea: Mayor Depreo, Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Liese, Ward 3 Cumberland, Ward 4 Clark

MOTION CARRIED UNANIMOUSLY

Action Agenda.

12. **2022-277:** Motion to approve Pay Application 4 in the amount of \$111,606.15 to Moran Hauling, Inc. for the East Aloha Improvement Project.

Motion made by Ward 3 Cumberland, Seconded by Ward 4 Clark to approve Pay Application 4 in the amount of \$111,606.15 to Moran Hauling, Inc. for the East Aloha Improvement Project.

Voting Yea: Mayor Depreo, Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Liese, Ward 3 Cumberland, Ward 4 Clark

MOTION CARRIED UNANIMOUSLY

- 15. 2022-283:** Motion to accept Substantial Completion of East Aloha Improvements Phase 1 effective August 5, 2022.

Motion made by Ward 4 Clark, Seconded by Ward 1 Finley to accept Substantial Completion of East Aloha Improvements Phase 1 effective August 5, 2022.

Voting Yea: Mayor Depreo, Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Liese, Ward 3 Cumberland, Ward 4 Clark

MOTION CARRIED UNANIMOUSLY

- 17. 2022-285:** Motion to approve Master Service Agreement Work Assignment with Machada Patano for Developer Plan/Spec Review as needed in an amount not to exceed \$10,000.

Motion made by Ward 4 Clark, Seconded by Ward 3 Cumberland to approve Master Service Agreement Work Assignment with Machada Patano for Developer Plan/Spec Review as needed in an amount not to exceed \$10,000.

Voting Yea: Mayor Depreo, Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Liese, Ward 3 Cumberland, Ward 4 Clark

MOTION CARRIED UNANIMOUSLY

- 17.a 2022-286:** Motion to adopt Final Plat the Final Plat-Diamondhead Lakes, Phase 1 subject to (1) submission of letter from Ben Benvenuti, City Engineer, regarding construction of subdivision in accordance with approve plans, (2) approval of final inspection of the improvements of the subdivision; (3) provide ample swale easement for lots 20 and 21. All conditions must be completed to the satisfaction of the City before any building permit(s) shall be issued.

Motion made by Councilmember-At-Large Maher, Seconded by Ward 1 Finley Action Agenda 17 a. 2022-286: Motion to adopt the Final Plat-Diamondhead Lakes, Phase 1 subject to (1) submission of letter from Ben Benvenuti, City Engineer, regarding construction of subdivision in accordance with approve plans, (2) approval of final inspection of the improvements of the subdivision; (3) provide ample swale easement for lots 20 and 21. All conditions must be completed to the satisfaction of the City before any building permit(s) shall be issued.

Voting Yea: Mayor Depreo, Councilmember-At-Large Maher, Ward 1 Finley, Ward 4 Clark

Voting Nay: Ward 2 Liese, Ward 3 Cumberland

MOTION CARRIED

Routine Agenda.

Claims Payable

- 18.** Motion to approve the Docket of Claims (DKT159909 - DKT159938) in the amount of \$255,059.85.

Motion made by Ward 4 Clark, Seconded by Ward 1 Finley to approve the Docket of Claims (DKT159909 - DKT159938) in the amount of \$255,059.85.

Voting Yea: Mayor Depreo, Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Liese, Ward 3 Cumberland, Ward 4 Clark

MOTION CARRIED UNANIMOUSLY

19. Motion to approve Payroll Payable DKT159865-DKT159877 in the amount of \$46,594.39, PRCLAIM000132 in the amount of \$28,010.88, PRCLAIM000133 in the amount of \$2,531.97, PRCLAIM000134 in the amount of \$29,711.86.

Motion made by Ward 4 Clark, Seconded by Ward 1 Finley to approve Payroll Payable DKT159865-DKT159877 in the amount of \$46,594.39, PRCLAIM000132 in the amount of \$28,010.88, PRCLAIM000133 in the amount of \$2,531.97, PRCLAIM000134 in the amount of \$29,711.86.

Voting Yea: Mayor Depreo, Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Liese, Ward 3 Cumberland, Ward 4 Clark

MOTION CARRIED UNANIMOUSLY

Department Reports

- a. Departmental Reports July 2022
Police Department
Building Department
Privilege License
Code Enforcement
Court Department

Motion made by Ward 1 Finley, Seconded by Ward 2 Liese to accept the following departmental reports:

Voting Yea: Mayor Depreo, Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Liese, Ward 3 Cumberland, Ward 4 Clark

MOTION CARRIED UNANIMOUSLY

Public Comments on Non-Agenda Items.

Durrell Pelligrin addressed the Council regarding drainage concerns on his property.

Adjourn/Recess.

At 8:10 p.m. with no further business to come before the Council, motion made by Ward 4 Clark, Seconded by Ward 3 Cumberland to adjourn.

Voting Yea: Mayor Depreo, Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Liese, Ward 3 Cumberland, Ward 4 Clark

MOTION CARRIED UNANIMOUSLY

Nancy Depreo
Mayor

Jeannie Klein
City Clerk

July 26, 2022

Jon McCraw, City Manager
City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525
Sent via Email to:

**Re: Bid Award Recommendation
Diamondhead Dr East (Miller) & Lily Pond Dredging**

Dear Mr. McCraw:

Bids on the referenced project were received and opened at 10:00 AM on Thursday, July 21, 2022, in the City Hall of Diamondhead at 5000 Diamondhead Circle, Diamondhead, Mississippi. Enclosed, please find a certified tabulation (1 page) of the bids received.

After review of the bids received, we noted that Breakwater Marine Construction, LLC. was the lowest bidder for the Base Bid. The Base Bid amount was for \$539,687.00. Pickering has reviewed the bid and determined it to be a complete bid package. Per the "Bid Proposal," the "The OWNER reserves the right to reject any or all bids and to waive informalities in the bidding."

Per the paragraph above, it is Pickering's recommendation that the bid submitted by Breakwater Marine Construction, LLC. be accepted as the successful bid for Base Bid. Should the City of Diamondhead opt to award the work in the Base Bid, this award amount will equal \$539,687.00.

We are available should you have any questions regarding this matter or if we can be of any assistance.

Sincerely,
PICKERING FIRM, INC.

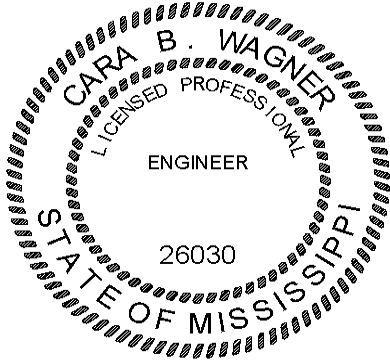


Cara Wagner, PE

BASE BID				Engineers's Estimate Pickering Firm, Inc. 126 Rue Magnolia Biloxi, MS 39531		Breakwater Marine Construction, LLC. 6531 Bridgeview Dr. Biloxi, MS 39532 COR No. 22210-SC		Castle Energy Group, LLC 2201 Front Street Meridian, MS 39301 COR No. 18086-SC	
Item No.	Description	Unit	Qty	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Mobilization	LS	2	\$ 20,000.00	\$ 40,000.00	\$ 20,000.00	\$ 40,000.00	\$ 11,700.00	\$ 23,400.00
2	Temporary Construction Entrance	LS	2	\$ 1,500.00	\$ 3,000.00	\$ 1,500.00	\$ 3,000.00	\$ 2,240.00	\$ 4,480.00
3	Temporary Rock Check Dam	EA	5	\$ 2,000.00	\$ 10,000.00	\$ 600.00	\$ 3,000.00	\$ 59.07	\$ 295.35
4	Temporary Sediment Baffle	LF	125	\$ 20.00	\$ 2,500.00	\$ 40.00	\$ 5,000.00	\$ 7.40	\$ 925.00
5	Temporary Straw Wattle	LF	300	\$ 15.00	\$ 4,500.00	\$ 8.00	\$ 2,400.00	\$ 1.95	\$ 585.00
6	Temporary Silt Fence	LF	985	\$ 6.00	\$ 5,910.00	\$ 3.00	\$ 2,955.00	\$ 1.17	\$ 1,152.45
7	Erosion Control Blanket	SY	3,750	\$ 9.00	\$ 33,750.00	\$ 1.00	\$ 3,750.00	\$ 55.00	\$ 206,250.00
8	Clearing & Grubbing, Debris Haul Off	SY	4,614	\$ 12.00	\$ 55,368.00	\$ 5.00	\$ 23,070.00	\$ 83,089.08	\$ 383,373,015.12
9	Common Excavation (Spoiled On-Site) (FM)	CY	1,200	\$ 8.00	\$ 9,600.00	\$ 8.00	\$ 9,600.00	\$ 92.32	\$ 110,784.00
10	Common Excavation (Removed From Site) (FM)	CY	19,576	\$ 15.00	\$ 293,640.00	\$ 22.00	\$ 430,672.00	\$ 80.44	\$ 1,574,693.44
11	100 LB Riprap W/ Type V Filter Fabric	TON	103	\$ 145.00	\$ 14,935.00	\$ 130.00	\$ 13,390.00	\$ 64.00	\$ 6,592.00
12	Seeding, Sprigging, & Mulching	AC	0.95	\$ 5,500.00	\$ 5,225.00	\$ 3,000.00	\$ 2,850.00	\$ 2,500.00	\$ 2,375.00
TOTAL BASE BID				\$ 478,428.00		\$ 539,687.00		\$ 385,304,547.36	

DESCRIPTION OF HIGHLIGHTED ERRORS ON BIDS SUBMITTED

- Castle Energy Group, LLC, Item 3, unit price times quantity
does not match extension calculation
- Castle Energy Group, LLC, Item 6, unit price times quantity
does not match extension calculation
- Castle Energy Group, LLC, Item 7, unit price times quantity
does not match extension calculation
- Castle Energy Group, LLC, Item 8, unit price times quantity
does not match extension calculation
- Castle Energy Group, LLC, Item 9, unit price times quantity
does not match extension calculation
- Castle Energy Group, LLC, Item 10, unit price times quantity
does not match extension calculation
- Castle Energy Group, LLC, Item 11, unit price times quantity
does not match extension calculation
- Castle Energy Group, LLC, Item 12, unit price times quantity
does not match extension calculation
- Breakwater Marine Construction, LLC, Item 12, unit price times quantity
does not match extension calculation



I, THE UNDERSIGNED REGISTERED PROFESSIONAL ENGINEER, DO HEREBY CERTIFY THAT, TO THE BEST OF MY ABILITY AND UNDERSTANDING, THIS IS A TRUE AND ACCURATE TABULATION OF THE BIDS RECEIVED BY THE CITY OF DIAMONDHEAD, ON JULY 21, 2022 AT 10:00 A.M. FOR THE SUBJECT PROJECT IN DIAMONDHEAD, MS.

CARA WAGNER, LICENSED PROFESSIONAL ENGINEER

7/26/2022

ORDINANCE IMPLEMENTING CRIME STOPPERS SURCHARGE FOR THE CITY OF DIAMONDHEAD, MISSISSIPPI

WHEREAS, effective and from July 1, 2011 Mississippi Legislature enacted legislation, more specifically, §45-39-17 Mississippi Code Annotated, that authorizes municipalities to assess by ordinance an additional surcharge in an amount not to exceed Two Dollars (\$2.00) on each person upon whom a municipal court imposes a fine or other penalty for any misdemeanor other than offenses relating to vehicular parking or registration if there is established to the benefit of the citizens of the municipality a local crime stoppers program which is not authorized to receive funds under local and private legislation and;

WHEREAS, such proceeds from the surcharge may be used by a municipality only to fund that municipality's support of the local crime stoppers program, Mississippi Coast Crime Stoppers, as authorized by §45-39-15, Mississippi Code Annotated and;

WHEREAS, all proceeds derived pursuant to §45-39-17 Mississippi Code Annotated shall deposited with the Department of Public Safety's Office of Public Safety Planning. ;

THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL this the _____ day of September 2022, that from and effective January 1, 2023 an additional surcharge in an amount of Two Dollars (\$2.00) on each person upon whom the City of Diamondhead Municipal Court imposes a fine or other penalty for any misdemeanor other than offenses relating to vehicular parking or registration, such proceeds from the surcharge be use utilized as City of Diamondhead's support of the crime stoppers program, Mississippi Coast Crime Stoppers, as authorized by §45-39-15, Mississippi Code Annotated and that such proceeds derived from the additional surcharge be deposited with Department of Public Safety's Office of Public Safety Planning as prescribed by Law.

	Aye	Nay	Absent
Councilmember Finley	_____	_____	_____
Councilmember Liese	_____	_____	_____
Councilmember Cumberland	_____	_____	_____
Councilmember Clark	_____	_____	_____
Councilmember Maher	_____	_____	_____
Mayor Depreo	_____	_____	_____

APPROVED _____
Nancy Depreo, MAYOR

ATTEST: _____
Jeannie Klein, CITY CLERK

SEAL

Miss. Code Ann. § 45-39-17

MISSISSIPPI CODE of 1972

*** Current through the 2011 Regular Session and 1st Extraordinary Session ***

TITLE 45. PUBLIC SAFETY AND GOOD ORDER
CHAPTER 39. STATEWIDE CRIME STOPPERS ADVISORY COUNCIL

Miss. Code Ann. § 45-39-17 (2011)

§ 45-39-17. Certain localities authorized to assess surcharge upon persons fined for certain misdemeanors to fund local crime stoppers programs

In addition to any other monetary penalties and other penalties imposed by law, any county or municipality by ordinance may assess an additional surcharge in an amount not to exceed Two Dollars (\$ 2.00) on each person upon whom a county, justice or municipal court imposes a fine or other penalty for any misdemeanor other than offenses relating to vehicular parking or registration if there is established to the benefit of the citizens of the county or municipality a local crime stoppers program which is not authorized to receive funds under local and private legislation. The proceeds from the surcharge may be used by a county or municipality only to fund that county's or municipality's support of the local crime stoppers program as authorized by Section 45-39-15, Mississippi Code of 1972. The proceeds from the surcharge imposed by this section shall be deposited into a special fund in the Department of Public Safety's Office of Public Safety Planning which shall promulgate rules and procedures relating to the administration of the special fund and the disbursement of monies in the fund to participating counties and municipalities. The maximum amount that a county or municipality may receive from the special fund shall be an amount equal to the deposits made into the fund by that entity, less one percent (1%) to be retained by the Office of Public Safety Planning to defray the costs of administering the special fund. Interest earned on the special fund shall remain in the fund and shall be used by the Office of Public Safety Planning to further defray the costs of administering the special fund.

HISTORY: SOURCES: Laws, 2002, ch. 308, § 1, eff from and after July 1, 2002.

In

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Jeannie Klein

From: Mississippi Coast Crime Stoppers <mscoastcrimestoppers@gmail.com>
Sent: Monday, August 15, 2022 12:31 PM
To: Jeannie Klein
Subject: MS Coast Crime Stoppers
Attachments: Balance Sheet, MS Coast Crime Stoppers.jpg; Profit and Loss, MS Coast CS (1).jpg; Mississippi Code 1972.pdf

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Thank you for speaking with me today regarding being scheduled on the agenda to ask for assessments from moving violations. I have attached the Ordinance approved by the Mississippi legislative. I've also included our Profit and Loss and Balance Sheet. We would like to request \$2.00.

Please let me know the date of the next meeting so I can put it on my calendar. If you have any questions or need other supporting documents, please let me know.

Have a wonderful day.

Lori

--
*Lori Massey
Coordinator, Mississippi Coast Crime Stoppers
Mississippi Crime Stoppers Advisory Board
Crime Stoppers USA Executive Board, Secretary
Past Regional Director, Mississippi, Louisiana and Alabama, Crime Stoppers USA
2020 Recipient CSUSA Chairman's Award
228-219-5030*

www.mscoastcrimestoppers.com



Confidentiality Notice: This transmission is sent on behalf of Mississippi Coast Crime Stoppers, and it may be privileged, proprietary or confidential. It is intended only for the intended recipient(s). Any unauthorized review, use, disclosure, forwarding or distribution is prohibited. If you received this transmission in error, please notify us immediately by return email. Then please delete, dispose of and destroy this transmission.

81 PM
7/11/22
Cash Basis

MISSISSIPPI COAST CRIMESTOPPERS, INC.
Profit & Loss
July 2021 through June 2022

	Jul '21 - Jun '22
Ordinary Income/Expense	
Income	
Assessments	55,376.36
Contributions	18,423.92
Fundraising Income	250.00
Total Income	74,050.27
Expense	
Bank Service Charges	20.00
Coordinator exp reimbursements	784.91
Dues & Subscriptions	1,533.00
Education	4,638.26
Insurance	1,173.00
Meals & Entertainment	81.48
Payroll Expenses	38,792.22
Postage	217.26
Printing	537.04
Professional Fees	750.00
Promotions	6,364.86
Subscriptions	5,870.06
Supplies	1,033.92
Telephone & Communications	1,634.73
Tip Rewards	4,300.00
Total Expense	67,730.73
Net Ordinary Income	6,319.54
Net Income	6,319.54

ASSETS

Current Assets

Checking/Savings
Hancock Bank
Peoples Bank

Total Checking/Savings

Total Current Assets

Fixed Assets

Equipment

Total Fixed Assets

TOTAL ASSETS

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Other Current Liabilities

Payroll Liabilities
Restricted Funds

Total Other Current Liabilities

Total Current Liabilities

Total Liabilities

Equity

Combined Stone County
Opening Balance Equity
Unrestricted Net Assets
Net Income

Total Equity

TOTAL LIABILITIES & EQUITY

Jun 30, 22

218.60

66,363.37

66,601.87

66,601.87

7,803.02

7,803.02

74,404.89

2,538.60

4,860.90

7,399.50

7,399.50

7,399.50

45,506.30

7,794.29

7,386.26

6,319.64

67,006.39

74,404.89

CALHOUN COUNTY CRIME STOPPERS

Calhoun County

CLEVELAND/BOVILAR COUNTY CRIME STOPPERS

Bolivar County

CATFISH CAPITAL CRIME STOPPERS

Humphrey's County

CENTRAL MISSISSIPPI CRIME STOPPERS

Attala County
 Copiah County
 Hinds County
 Leake County
 Madison County
 Rankin County
 Scott County
 Simpson County
 Smith County
 Warren County

CLARKSDALE/COHOAMA COUNTY CRIMES STOPPERS

Coahoma County

CRIME STOPPERS OF NORTH CENTRAL MISSISSIPPI

Marshall County

CRIME STOPPERS OF NORTHEAST MISSISSIPPI

Alcorn County
 Chickasaw County
 Itawamba County
 Lee County
 Pontotoc County
 Prentiss County
 Tippah County
 Tishomingo County
 Union County

CRIME STOPPERS OF WASHINGTON COUNTY

Washington County

DESOTO COUNTY CRIME STOPPERS

Desoto County

GOLDEN TRIANGLE CRIME STOPPERS

Clay County
 Lowndes County
 Monroe County
 Noxubee County
 Okibbeha County

GRENADA COUNTY CRIME STOPPERS

Grenada County

HOLMES COUNTY CRIME STOPPERS

Holmes County

JONES COUNTY CRIME STOPPERS

Jones County

LAFAYETTE COUNTY CRIME STOPPERS

Lafayette County

LAUDERDALE COUNTY CRIME STOPPERS

Lauderdale County
 Clarke County
 Jasper County
 Newton County
 Neshoba County
 Kemper County

LEFLORE COUNTY/CARROLL COUNTY CRIME STOPPERS

Carroll County
 Leflore County

METRO CRIME STOPPERS

Covington County
 Forrest County
 Jefferson-Davis County
 Lamar County
 Lawrence County
 Marion County

SOUTH WEST MISSISSIPPI REGIONAL CRIME STOPPERS

Adams County
 Claiborne County
 Franklin County
 Jefferson County
 Wilkinson County

MONTGOMERY COUNTY CRIME STOPPERS

Montgomery County

MISSISSIPPI COAST CRIME STOPPERS

George County
 Greene County
 Hancock County
 Harrison County
 Jackson County
 Stone County

PANOLA COUNTY CRIME STOPPERS

Panola County

PEARL RIVER COUNTY CRIME STOPPERS

Pearl River County

PERRY COUNTY CRIME STOPPERS

Peer County

CRIME STOPPERS OF SOUTH CENTRAL MISSISSIPPI

Amite County
 Lincoln County
 Pike County
 Walthall County

QUITMAN COUNTY CRIME STOPPERS

Quitman County

SHARKEY COUNTY CRIME STOPPERS

Sharkey County

SUNFLOWER COUNTY CRIME STOPPERS

Sunflower County

TATE COUNTY CRIME STOPPERS

Tate County

TUNICA COUNTY CRIME STOPPERS

Tunica County

WAYNESBORO/WAYNE COUNTY CRIME STOPPERS

Wayne County

WINSTON COUNTY CRIME STOPPERS

Winston County

YALOBUSHA COUNTY CRIME STOPPERS

Yalobusha County

YAZOO CRIME STOPPERS

Yazoo County

**A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF DIAMONDHEAD,
MISSISSIPPI, APPROVING AND ADOPTING THE FY2023 BUDGET AS
FINALLY DETERMINED BY
THE CITY GOVERNING AUTHORITY**

WHEREAS, the City of Diamondhead, as a municipal corporation in the State of Mississippi, is required to operate on a fiscal year basis beginning October first and ending September thirtieth each year; and

WHEREAS, the Governing Authority of the City is also required by no later than September 15 of each year to prepare a complete budget of the municipal revenues, expenses, and working cash balances estimated for the next fiscal year for municipal purposes; and

WHEREAS, the Governing Authority, having first held at least one public hearing to provide the general public with an opportunity to comment on the taxing and spending plan incorporated in the proposed budget at least one (1) week prior hereto, does hereby find that the proposed budget as amended and attached hereto should be adopted, as finally determined hereby, as the budget for the City of Diamondhead for the fiscal year of October 1, 2022 to September 30, 2023, and entered at length and in detail in the official minutes.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY
COUNCIL OF THE CITY OF DIAMONDHEAD, 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 proposed budget as amended and prepared and attached hereto should be, and hereby is, adopted as the budget for the City of Diamondhead, as finally determined hereby, for the fiscal year of October 1, 2022, to September 30, 2023 and should further be entered at length and in detail in the official minutes.

Section 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the Governing Authority, and to be in full force and effect as provided by law.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Councilmember _____, seconded by Councilmember _____, and was adopted on 6th day of September, 2022 by the following roll call vote:

	Aye	Nay	Absent
Mayor Depreo	_____	_____	_____
Councilmember Finley	_____	_____	_____
Councilmember Liese	_____	_____	_____
Councilmember Cumberland	_____	_____	_____
Councilmember Clark	_____	_____	_____
Councilmember Maher	_____	_____	_____

APPROVED: _____
Mayor Nancy Depreo

ATTEST: _____
Jeannie Klein, City Clerk

SEAL

**RESOLUTION OF THE MAYOR AND CITY COUNCIL OF
DIAMONDHEAD, MISSISSIPPI
TO LEVY TAX MILLAGE FOR FISCAL YEAR
ENDING SEPTEMBER 30, 2023**

WHEREAS, the matter of determining the tax levy for the ensuing Fiscal Year of 2023 under the General Authority as recited in Section 21-33-45 of the Miss. Code of 1972, has come before the City Council of the City of Diamondhead, Mississippi.

IT IS THEREFORE ORDERED by the City Council that a tax levy of 29.50 mills is necessary to meet the needs of the City of Diamondhead, Mississippi for the fiscal year ending September 30, 2023. The levy is allocated as follows:

General Fund	29.50
--------------	-------

SO RESOLVED, this the 6th day of September, 2022 upon motion being made by Councilmember _____ and seconded by Councilmember _____ for the adoption of the above and foregoing Resolution.

	Aye	Nay	Absent
Mayor Depreo	_____	_____	_____
Councilmember Finley	_____	_____	_____
Councilmember Liese	_____	_____	_____
Councilmember Cumberland	_____	_____	_____
Councilmember Clark	_____	_____	_____
Councilmember Maher	_____	_____	_____

APPROVED: _____
Mayor Nancy Depreo

ATTEST: _____
Jeannie Klein, City Clerk

SEAL

RESOLUTION AUTHORIZING THE CITY MANAGER OF THE CITY OF
DIAMONDHEAD, MISSISSIPPI (THE “CITY”) TO BE THE AUTHORIZED
SIGNATORY FOR GRANTS, CONTRACTS, AGREEMENTS AND DOCUMENTS
APPROVED BY COUNCIL ON BEHALF OF THE CITY

WHEREAS, the City through its Governing Authority from time to time makes applications for grants, enters in to various contracts and/or agreements for grant, services and other procurements essential to City operations; and

WHEREAS, such grant documents, agreements, contract and procurements often require execution documents; and

WHEREAS, the City Council, in order to effectively manage its obligations with respect to such grants, agreements, and procurement contracts, will require signature on behalf of the City; and

WHEREAS, the City Manager pursuant to MS Code §29-9-29 is responsible to the Council for the entire administration of the City and negotiates contracts and makes all purchases for the City; subject to existing laws and subject to the approval of the Council.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY, that the City does hereby authorize its City Manager to be the signatory for documents related to applications for grants, contract and/or agreements for grants, services and other procurements essential to City operation provided such documents related to applications for grants, contract and/or agreements for grants, services and other procurements have prior council approval pursuant to Mississippi Code, Annotated 1972.

I hereby certify that the above foregoing resolution was introduced by Councilmember _____, seconded by Councilmember _____, and the question being put to a roll call vote on September 6, 2022, the result as follows

	Aye	Nay	Absent
Councilmember Finley	_____	_____	_____
Councilmember Liese	_____	_____	_____
Councilmember Cumberland	_____	_____	_____
Councilmember Clark	_____	_____	_____
Councilmember Maher	_____	_____	_____
Mayor Depreo	_____	_____	_____

The motion having received the affirmative vote of a majority of all of the members of the Governing Body, the Mayor declared the motion carried and the resolution adopted, this the _____ day of _____, 2022.

—

MAYOR

ATTEST:

CITY CLERK

(SEAL)

Resolution # 2022-061
Item 2022-293

RESOLUTION AUTHORIZING THE MAYOR AND CITY COUNCIL (THE “GOVERNING BODY”) OF THE CITY OF DIAMONDHEAD, MISSISSIPPI (THE “CITY”), TO ACQUIRE, BY DONATION FROM SUSAN ROGERS, CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY FOR DRAINAGE AND GREENSPACE PURPOSES

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

1. The City is in need of acquiring certain real property for drainage and greenspace purposes that is currently owned by several individuals.
2. The City is authorized to acquire real property pursuant to Miss. Code Ann. §21-17-1.
3. Susan Rogers expressed a willingness to donate the property with an estimated value of \$15,000 legally described in the Deeds of Dedication, and attached hereto collectively as Exhibit “A” to this resolution
4. The City is willing to accept the donation of the aforementioned properties.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY, AS FOLLOWS:

SECTION 1. That the Governing Body of the City will accept the donation of the aforementioned property.

SECTION 2. That the Governing Body of the City does hereby authorize the City Attorney to prepare any and all documentation related to the acquisition of the aforementioned property by donation, for the City Manager to execute any necessary documentation to effectuate the donation of the subject property and, for the Mayor to execute the Dedication Deed on behalf of the City attached collectively hereto as Exhibit “A.”

The above and foregoing resolution, after having been first reduced to writing, was introduced by Councilmember _____, seconded by Councilmember _____ and the question being put to a roll call vote, the result was as follows:

Resolution # 2022-061
Item 2022-293

	Aye	Nay	Absent
Councilmember Finley	___	___	___
Councilmember Liese	___	___	___
Councilmember Cumberland	___	___	___
Councilmember Clark	___	___	___
Councilmember Maher	___	___	___
Mayor Depreo	___	___	___

The motion having received the affirmative vote of a majority of all of the members of the Governing Body, the Mayor declared the motion carried and the resolution adopted, this the _____ day of _____, 2022.

MAYOR

ATTEST:

CITY CLERK

(SEAL)

****WITNESSETH****

WHEREAS, SUSAN ROGERS wishes to dedicate, grant and convey the following property to the City and be relieved of the cost and responsibilities associated with maintaining same; and

WHEREAS, the City wishes to acquire the property and assume the cost and responsibilities for maintaining same; and

WHEREAS, on _____, the Diamondhead City Council passed a resolution and order accepting the dedication of the property conveyed herein and agreeing to the terms contained herein, copy of which is attached hereto as Exhibit "A"; and

NOW, THEREFORE, in consideration of the recitals and the mutual benefits, covenants and terms herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, SUSAN ROGERS hereby dedicates, grants, conveys, covenants and agrees as follows:

DEDICATION OF ONE UNDEVELOPED LOT

For and in consideration of the City accepting the property and maintaining the property as greenspace, SUSAN ROGERS, being the sole owner of, and the only party having any interest in, the property, does hereby dedicate, grant and convey unto the City, its successors and assigns, in fee simple, for the use of the general public as a greenspace and for drainage, the property described herein below and improvements thereon and appurtenances thereto, if any. This dedication of the property is made without warranties of any kind.

The City specifically accepts the dedication of the property without warranty and subject to the following conditions:

The conveyance herein is made subject to such valid mineral reservations and/or conveyances, if any, as may have been heretofore made on the property, or filed in the land records of the Office of the Chancery Clerk of Hancock County, Mississippi.

The conveyance herein is made subject to any and all easements located on, over and across the property, or filed in the land records of the Office of the Chancery Clerk of Hancock County, Mississippi.

The conveyance herein is made subject to any and all rights-of-way and/or easements for public utilities in, on and under the property.

The conveyance herein is made subject to the City maintaining the property as greenspace and for drainage and said property is not to be developed.

Legal Description of the Undeveloped Lot:

Lot 8, Block 7, Unit 1, DIAMONDHEAD, Phase 1, Hancock County, Mississippi, according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of Hancock County, at Bay St. Louis, Mississippi.

Together with all improvements situated thereon, and the perpetual right of ingress and egress over and upon all streets, roads, avenues and boulevards shown on said subdivision plat.

IT IS FURTHER UNDERSTOOD AND AGREED that this instrument constitutes the entire agreement between Grantors and Grantee, there being no other oral agreements or representations of any kind or nature whatsoever.

EXECUTED, this the 13 day of April, 2022.

GRANTOR:

Susan Rogers
SUSAN ROGERS

STATE OF Louisiana
Parish
COUNTY OF St Tammany

Personally appeared before me, the undersigned Notary Public, the within named SUSAN ROGERS, who acknowledged that she signed and delivered this instrument on the day and year herein mentioned, after first having been duly authorized to do so.

GIVEN UNDER MY HAND AND SEAL this the 13 day of April, 2022.

Catherine Coutiere
NOTARY PUBLIC

My Commission Expires:

for life

CATHERINE COUTIERE #140778
NOTARY PUBLIC
STATE OF LOUISIANA
MY COMMISSION IS ISSUED FOR LIFE

PREPARED BY & RETURN TO:
DEREK R. CUSICK (MS BAR#10653)
CUSICK & WILLIAMS, PLLC
Post Office Box 4008
GULFPORT, MS 39502
(228) 206-3819

INDEXING INSTRUCTIONS:

LOT 8, BLK 7, UNIT 1,
DIAMONDHEAD PH 1, CITY OF
DIAMONDHEAD, HANCOCK
COUNTY, MISSISSIPPI

GRANTORS ADDRESS
SUSAN ROGERS
21110 PINEVILLE ROAD #A
LONG BEACH, MS 39560
(228) 281-3682

GRANTEE'S ADDRESS
CITY OF DIAMONDHEAD, MS
5000 DIAMONDHEAD CIRCLE
DIAMONDHEAD MS 39525
(228) 222-4626

STATE OF Mississippi
COUNTY OF Hancock

DEED OF DEDICATION

This DEED OF DEDICATION ("Deed") is made this ____ day of _____, 2022, by and between SUSAN ROGERS, GRANTOR, and THE CITY OF DIAMONDHEAD, a municipality created and existing under the State of Mississippi ("City"), GRANTEE.

GRANTEE:

CITY OF DIAMONDHEAD, MISSISSIPPI

BY:

NANCY DEPREO, MAYOR

STATE OF MISSISSIPPI

COUNTY OF HANCOCK

Personally appeared before me, the undersigned Notary Public, the within named NANCY DEPREO, who acknowledged that she is Mayor of the City of Diamondhead, Mississippi, and that in said representative capacity she signed and delivered this instrument on the day and year herein mentioned, after first having been duly authorized to do so.

GIVEN UNDER MY HAND AND SEAL this the ____ day of _____, 2022.

NOTARY PUBLIC

My Commission Expires:

Resolution # 2022-062
Item 2022-294

RESOLUTION AUTHORIZING THE MAYOR AND CITY COUNCIL (THE “GOVERNING BODY”) OF THE CITY OF DIAMONDHEAD, MISSISSIPPI (THE “CITY”), TO ACQUIRE, BY DONATION FROM DIAMONDHEAD COUNTRY CLUB AND PROPERTY OWNER’S ASSOCIATION, INC. CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY FOR DRAINAGE AND GREENSPACE PURPOSES

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

1. The City is in need of acquiring certain real property for drainage and greenspace purposes that is currently owned by several individuals.
2. The City is authorized to acquire real property pursuant to Miss. Code Ann. §21-17-1.
3. Diamondhead Country Club and Property Owner’s Association, Inc. expressed a willingness to donate the property with an estimated value of \$625.00 and legally described in the Deed of Dedication attached hereto collectively as Exhibit “A” to this resolution
4. The City is willing to accept the donation of the aforementioned properties.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY, AS FOLLOWS:

SECTION 1. That the Governing Body of the City will accept the donation of the aforementioned property.

SECTION 2. That the Governing Body of the City does hereby authorize the City Attorney to prepare any and all documentation related to the acquisition of the aforementioned property by donation, for the City Manager to execute any necessary documentation to effectuate the donation of the subject property and, for the Mayor to execute the Dedication Deed on behalf of the City attached collectively hereto as Exhibit “A.”

The above and foregoing resolution, after having been first reduced to writing, was introduced by Councilmember _____, seconded by Councilmember _____ and the question being put to a roll call vote, the result was as follows:

Resolution # 2022-062
Item 2022-294

	Aye	Nay	Absent
Councilmember Finley	_____	_____	_____
Councilmember Liese	_____	_____	_____
Councilmember Cumberland		_____	_____
Councilmember Clark	_____	_____	_____
Councilmember Maher	_____	_____	_____
Mayor Depreo	_____	_____	_____

The motion having received the affirmative vote of a majority of all of the members of the Governing Body, the Mayor declared the motion carried and the resolution adopted, this the _____ day of _____, 2022.

MAYOR

ATTEST:

CITY CLERK

(SEAL)

Resolution # 2022-062
Item 2022-294

RESOLUTION AUTHORIZING THE MAYOR AND CITY COUNCIL (THE "GOVERNING BODY") OF THE CITY OF DIAMONDHEAD, MISSISSIPPI (THE "CITY"), TO ACQUIRE, BY DONATION FROM DIAMONDHEAD COUNTRY CLUB AND PROPERTY OWNER'S ASSOCIATION, INC. CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY FOR DRAINAGE AND GREENSPACE PURPOSES

WHEREAS, the Mayor and City Council (the "Governing Body") of the City of Diamondhead, Mississippi (the "City"), acting for and on behalf of the City, hereby finds and determines as follows:

1. The City is in need of acquiring certain real property for drainage and greenspace purposes that is currently owned by several individuals.
2. The City is authorized to acquire real property pursuant to Miss. Code Ann. §21-17-1.
3. Diamondhead Country Club and Property Owner's Association, Inc. expressed a willingness to donate the property with an estimated value of \$625.00 and legally described in the Deed of Dedication attached hereto collectively as Exhibit "A" to this resolution
4. The City is willing to accept the donation of the aforementioned properties.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY, AS FOLLOWS:

SECTION 1. That the Governing Body of the City will accept the donation of the aforementioned property.

SECTION 2. That the Governing Body of the City does hereby authorize the City Attorney to prepare any and all documentation related to the acquisition of the aforementioned property by donation, for the City Manager to execute any necessary documentation to effectuate the donation of the subject property and, for the Mayor to execute the Dedication Deed on behalf of the City attached collectively hereto as Exhibit "A."

The above and foregoing resolution, after having been first reduced to writing, was introduced by Councilmember _____, seconded by Councilmember _____ and the question being put to a roll call vote, the result was as follows:

Resolution # 2022-062
Item 2022-294

	Aye	Nay	Absent
Councilmember Finley	_____	_____	_____
Councilmember Liese	_____	_____	_____
Councilmember Cumberland		_____	_____
Councilmember Clark	_____	_____	_____
Councilmember Maher	_____	_____	_____
Mayor Depreo	_____	_____	_____

The motion having received the affirmative vote of a majority of all of the members of the Governing Body, the Mayor declared the motion carried and the resolution adopted, this the _____ day of _____, 2022.

MAYOR

ATTEST:

CITY CLERK

(SEAL)

PREPARED BY & RETURN TO:
DEREK R. CUSICK (MS BAR#10653)
CUSICK & WILLIAMS, PLLC
Post Office Box 4008
GULFPORT, MS 39502
(228) 206-3819

INDEXING INSTRUCTIONS:

TRACK D, UNIT 5, PHASE 2,
DIAMONDHEAD,
HANCOCK COUNTY, MISSISSIPPI

GRANTORS ADDRESS:
DIAMONDHEAD COUNTRY CLUB &
PROPERTY OWNERS ASSOCIATION, INC.
7610 COUNTRY CLUB CIRCLE
DIAMONDHEAD, MS 39525
(228) 255-1900

GRANTEE'S ADDRESS:
CITY OF DIAMONDHEAD, MS
5000 DIAMONDHEAD CIRCLE
DIAMONDHEAD MS 39525
(228) 222-4626

STATE OF MISSISSIPPI

COUNTY OF HANCOCK

DEED OF DEDICATION

This DEED OF DEDICATION ("Deed") is made this ____ day of _____, 2022, by and between DIAMONDHEAD COUNTRY CLUB & PROPERTY OWNERS ASSOCIATION, INC, GRANTOR, and THE CITY OF DIAMONDHEAD, a municipality created and existing under the State of Mississippi ("City"), GRANTEE.

****WITNESSETH****

WHEREAS, DIAMONDHEAD COUNTRY CLUB & PROPERTY OWNERS ASSOCIATION, INC. wishes to dedicate, grant and convey the following property to the City and be relieved of the cost and responsibilities associated with maintaining same; and

WHEREAS, the City wishes to acquire the property and assume the cost and responsibilities for maintaining same; and

WHEREAS, on _____, the Diamondhead City Council passed a resolution and order accepting the dedication of the property conveyed herein and agreeing to the terms contained herein, copy of which is attached hereto as Exhibit "A"; and

NOW, THEREFORE, in consideration of the recitals and the mutual benefits, covenants and terms herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, DIAMONDHEAD COUNTRY CLUB & PROPERTY OWNERS ASSOCIATION, INC. hereby dedicates, grants, conveys, covenants and agrees as follows:

DEDICATION OF ONE UNDEVELOPED TRACT

For and in consideration of the City accepting the property and maintaining the property as greenspace and drainage, DIAMONDHEAD COUNTRY CLUB & PROPERTY OWNERS ASSOCIATION, INC., being the sole owner of, and the only party having any interest in, the property, does hereby dedicate, grant and convey unto the City, its successors and assigns, in fee simple, for the use of the general public as a greenspace and for drainage, the property described herein below and improvements thereon and appurtenances thereto, if any. This dedication of the property is made without warranties of any kind.

The City specifically accepts the dedication of the property without warranty and subject to the following conditions:

The conveyance herein is made subject to such valid mineral reservations and/or conveyances, if any, as may have been heretofore made on the property, or filed in the land records of the Office of the Chancery Clerk of Hancock County, Mississippi.

The conveyance herein is made subject to any and all easements located on, over and across the property, or filed in the land records of the Office of the Chancery Clerk of Hancock County, Mississippi.

The conveyance herein is made subject to any and all rights-of-way and/or easements for public utilities in, on and under the property.

The conveyance herein is made subject to the City maintaining the property as greenspace and for drainage and said property is not to be developed.

Legal Description of the Undeveloped Tract:

Tract D, Unit 5, Phase 2, DIAMONDHEAD, according to the map or plat thereof on file and of record in the Office of the Chancery Clerk of Hancock County at Bay St. Louis, Mississippi. **131C-1-13-042.000.**

Together with all improvements situated thereon, and the perpetual right of ingress and egress over and upon all streets, roads, avenues and boulevards shown on said subdivision plat.

IT IS FURTHER UNDERSTOOD AND AGREED that this instrument constitutes the entire agreement between Grantors and Grantee, there being no other oral agreements or representations of any kind or nature whatsoever.

EXECUTED, this the _____ day of _____, 2022.

GRANTOR:

**DIAMONDHEAD COUNTRY CLUB &
PROPERTY OWNERS ASSOCIATION, INC.**

BY: *Ernie Knobloch*

STATE OF MISSISSIPPI

COUNTY OF HANCOCK

Personally appeared before me, the undersigned Notary Public, the within named *Ernie Knobloch*, who acknowledged that he is the President of the Board of the Diamondhead Country Club & Property Owners Association, Inc. and that he signed and delivered this instrument on the day and year herein mentioned, after first having been duly authorized to do so.

GIVEN UNDER MY HAND AND SEAL this the *25th* day of *August*, 2022.

Wanda Sue Kinsley
NOTARY PUBLIC

My Commission Expires:

April 4, 2025

-3-



GRANTEE:

CITY OF DIAMONDHEAD, MISSISSIPPI

BY:

NANCY DEPREO, MAYOR

STATE OF MISSISSIPPI

COUNTY OF HANCOCK

Personally appeared before me, the undersigned Notary Public, the within named NANCY DEPREO, who acknowledged that she is Mayor of the City of Diamondhead, Mississippi, and that in said representative capacity she signed and delivered this instrument on the day and year herein mentioned, after first having been duly authorized to do so.

GIVEN UNDER MY HAND AND SEAL this the ____ day of _____, 2022.

NOTARY PUBLIC

My Commission Expires:



Prepared by:

Carl H. Joffe, Attorney at Law
4401 East Aloha Drive
Diamondhead, MS 39525
Mississippi Bar #3099
(228) 255-9130

Return to:

Purcell Co., Inc.
4401 East Aloha Drive
Diamondhead, Mississippi 39525
(228) 255-7773

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

WAIVER OF FIRST RIGHT OF REFUSAL

FOR AND IN CONSIDERATION of the sum of TEN AND NO 100/DOLLARS (\$10.00), cash in hand paid, the receipt and sufficiency of which is hereby acknowledged,

PURCELL CO., INC., a Delaware Corporation,
(formerly Diamondhead Corporation), the "Grantor"
4401 East Aloha Drive
Diamondhead, Mississippi 39525
(228) 255-9130

does hereby waive that certain **First Right of Refusal** retained in Special Warranty Deed recorded in Deed Book AA 97 at Page 577 on file and of record in the Office of the Chancery Clerk of Hancock County at Bay St. Louis, Mississippi, dated September 11, 1985, from Grantor unto

DIAMONHEAD COUNTRY CLUB & PROPERTY OWNERS ASSOCIATION, INC., the
"Grantee"

7610 Country Club Circle
Diamondhead, Mississippi 39525
(228) 255-1900

with respect only to that certain property situated and being in Hancock County, Mississippi, more particularly described as follows:


Track D, Unit 5, Phase 2, Diamondhead, according to the map or plat thereof on file and of record in the Office of the Chancery Clerk of Hancock County at Bay St. Louis, Mississippi, **131C-1-13-042.000**.

INDEXING INSTRUCTIONS: See § 89-5-33 (3)(a) (Exempt)



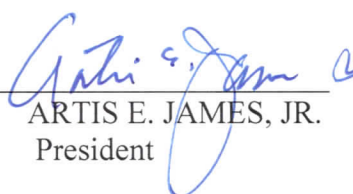
IN WITNESS WHEREOF, the Grantor has caused this Waiver of First Right of Refusal to be duly executed by its authorized officers this 16th day of August, 2022.

ATTEST:



 CARL H. JOFFE
 Secretary

PURCELL CO., INC.

By: 

 ARTIS E. JAMES, JR.
 President



STATE OF MISSISSIPPI
 COUNTY OF HANCOCK

Personally appeared before me, the undersigned authority in and for the said county and state, on this 16th day of August, 2022, within my jurisdiction, the within named ARTIS E. JAMES, JR. and CARL H. JOFFE, who acknowledged that they are the President and Secretary, respectively, of PURCELL CO., INC., a Delaware corporation, and that for and on behalf of the said corporation, and as its act and deed they executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

My Commission Expires:

May 28, 2024


 NOTARY PUBLIC



There came on for consideration the matter of issuing a general obligation bond of the City of Diamondhead, Mississippi (the “**City**”) for the purpose of providing financing for various capital improvements for the City and, after a discussion of the subject matter, Councilmember _____ offered and moved the adoption of the following resolution:

RESOLUTION AUTHORIZING THE SALE AND ISSUANCE OF A CITY OF DIAMONDHEAD, MISSISSIPPI GENERAL OBLIGATION BOND, SERIES 2022 (CAPITAL IMPROVEMENTS PROJECT) IN A PRINCIPAL AMOUNT OF NOT TO EXCEED \$6,000,000 (THE “CITY BOND**”); PRESCRIBING THE FORM AND DETAILS OF THE CITY BOND AND DIRECTING THE PREPARATION, EXECUTION AND DELIVERY THEREOF; PROVIDING CERTAIN COVENANTS OF THE CITY, IN CONNECTION WITH THE CITY BOND; AUTHORIZING THE SALE OF THE CITY BOND TO THE MISSISSIPPI DEVELOPMENT BANK; AUTHORIZING AND APPROVING THE FORM OF AND THE EXECUTION AND DELIVERY OF A CITY BOND PURCHASE AGREEMENT IN CONNECTION WITH THE SALE OF THE CITY BOND; APPOINTING A PAYING AND TRANSFER AGENT FOR THE CITY BOND; APPROVING THE FORM OF A TRUST INDENTURE IN CONNECTION WITH THE CITY BOND AND NOT TO EXCEED \$6,000,000 MISSISSIPPI DEVELOPMENT BANK SPECIAL OBLIGATION BONDS, SERIES 2022 (CITY OF DIAMONDHEAD, MISSISSIPPI GENERAL OBLIGATION BOND, SERIES 2022, CAPITAL IMPROVEMENTS PROJECT) (THE “**BANK BONDS**”); AUTHORIZING AND APPROVING THE FORM OF AND THE EXECUTION AND DELIVERY OF A PRIVATE PLACEMENT AGREEMENT AND CERTAIN OTHER DOCUMENTS IN CONNECTION WITH SAID BANK BONDS AND THE CITY BOND; AND FOR RELATED PURPOSES.**

WHEREAS, the Mayor and City Council (the “**Governing Body**”) of the City, acting for and on behalf of the City, is authorized by Sections 21-33-301 *et seq.* Mississippi Code of 1972, as amended and supplemented from time to time (the “**City Bond Act**”), to issue general obligation bonds for the purposes set forth therein, including, but not limited to, (i) constructing, maintaining, reconstructing, improving, and repairing roads and streets and acquiring rights-of-way therefore if necessary, (ii) erecting, repairing, improving, extending, or maintaining waterworks or water distribution systems, and repairing, improving and extending the same; (iii) establishing erecting, repairing, improving, extending or maintaining sanitary, storm, drainage or sewerage systems; (iv) constructing, maintaining, reconstructing, improving, and repairing bridges and culverts; and (v) for other authorized purposes under the Act (as defined below), including funding capitalized interest, if applicable and paying the costs of borrowing (collectively, the “**Project**”); and

WHEREAS, the Governing Body, acting for and on behalf of the City, is also authorized under the City Bond Act and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the “**Bank Act**” and together with the City Bond Act, the “**Act**”), and other applicable laws of the State of Mississippi (the “**State**”), to issue a general obligation bond of the City to be sold to the Mississippi Development Bank (the “**Bank**”) to finance the costs of the Project; and

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

WHEREAS, on June 7, 2022, the Governing Body adopted a resolution (the “**Intent Resolution**”) declaring its intention to, among other things, issue a general obligation bond of the City to be sold to the Bank pursuant to the Act in a total aggregate principal amount not to exceed Six Million Dollars (\$6,000,000), in one or more series, to finance the costs of the Project; and

WHEREAS, as required by the Intent Resolution and the City Bond Act, the Intent Resolution was published in *The Sea Coast Echo City*, 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, as amended and supplemented from time to time, on June 22 and 29, 2022 and July 6 and 13, 2022, said publication being for at least three (3) consecutive weeks, with the first publication of the Intent Resolution being made not less than twenty-one (21) days prior to July 19, 2022 and the last publication being made not more than seven (7) days prior to such date; and

WHEREAS, as of the hour of 6:00 p.m. on July 19, 2022, no qualified elector of the City had filed a written protest or objection of any kind or character against the issuance of the bonds or the general obligation bond of the City with the City Clerk (the “**Clerk**”), the Clerk of the Governing Body or any member of the Governing Body; and

WHEREAS, at the hour of 6:00 o’clock p.m. on July 19, 2022, at the usual meeting place of the Governing Body, all persons present or represented by counsel or otherwise were given the opportunity to be heard concerning the issuance of such general obligation bonds or general obligation bond all as described in the Intent Resolution pursuant to the Act and the purposes for which such borrowing is to be obtained and no protest or objection of any kind or character against such borrowing or the purposes for which it is to be obtained was presented; and

WHEREAS, on July 19, 2022, after having received no protest to the issuance of such general obligation bonds or general obligation bond, the Governing Body adopted a resolution (the “**No Protest Resolution**”) finding and determining that the Intent Resolution was duly published as required by law and that no written protest or other objection of any kind or character against the issuance of such general obligation bonds or general obligation bond or the purposes for which it is to be issued was filed by qualified electors of the City and authorizing and approving the issuance of such general obligation bonds or general obligation bond of the City and the sale thereof to the Bank pursuant to the Act in an aggregate principal amount of not to exceed Six Million Dollars (\$6,000,000), in one or more series, to finance the costs of the Project; and

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

WHEREAS, the Governing Body is authorized and empowered under the City Bond Act and the Bank Act, and other applicable laws of the State, to issue a general obligation bond of the City and to sell such general obligation bond to the Bank for the purpose of financing the costs of the Project; and

WHEREAS, after careful study and investigation by the Governing Body, it appears to be in the best interest of the citizens of the City for the City to provide financing for the Project and to issue a general obligation bond of the City for sale to the Bank; and

WHEREAS, such general obligation bond shall be designated as the City of Diamondhead, Mississippi General Obligation Bond, Series 2022 (Capital Improvements Project), and shall be issued in one or more series, in an aggregate principal amount of not to exceed Six Million Dollars (\$6,000,000) (the “**2022 City Bond**”); and

WHEREAS, in order to purchase the 2022 City Bond, the Bank has authorized the sale and issuance of its Special Obligation Bonds, Series 2022 (the City of Diamondhead, Mississippi General Obligation Bond Project), in one or more series, in an aggregate principal amount of not to exceed Six Million Dollars (\$6,000,000) (the “**2022 Bank Bonds**”); and

WHEREAS, the 2022 Bank Bonds will be issued for the purpose of financing the Project; and

WHEREAS, the 2022 Bank Bonds will be issued pursuant to and secured by a Trust Indenture (the “**Indenture**”), by and between the Bank and the Trustee (as defined herein); and

WHEREAS, the issuance of the 2022 City Bond and the 2022 Bank Bonds for the purpose of providing financing for the Project will result in a substantial public benefit to the citizens of the City and the State; and

WHEREAS, the Governing Body is now desirous of proceeding with the issuance of the 2022 City Bond and the sale thereof to the Bank to be funded with the proceeds of the 2022 Bank Bonds; and

WHEREAS, the 2022 City Bond will be sold to the Bank pursuant to the terms and provisions of this resolution, the Act and a City Bond Purchase Agreement by and between the Bank and the City (the “**City Bond Purchase Agreement**”); and

WHEREAS, the City will make payments on the 2022 City Bond in amounts sufficient to pay the principal of, premium, if any, and interest on the 2022 Bank Bonds, as and when the same shall become due and payable; and

WHEREAS, the 2022 Bank Bonds will be sold to Crews & Associates, Inc. as Placement Agent (the “**Placement Agent**”), pursuant to the terms and provisions of a Private Placement Agreement, to be dated as of the date of the sale of the 2022 Bank Bonds (the “**Private Placement Agreement**”), by and among the Bank, the Placement Agent and the City; and

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

- (a) the Indenture under which the 2022 Bank Bonds will be issued and by which they will be secured,
- (b) the City Bond Purchase Agreement providing for the sale of the 2022 City Bond by the City to the Bank, and
- (c) the Private Placement Agreement providing for the sale of the 2022 Bank Bonds to the Placement Agent,

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

WHEREAS, all conditions, acts and things required by the Act and the Constitution and laws of the State to have existed, to have happened and to have been performed precedent to and in connection with the adoption of this resolution, the sale and issuance of the 2022 City Bond to the Bank, and the execution by the City of the Private Placement Agreement, the City Bond Purchase Agreement have happened and have been performed in regular and due time, form and manner as required by law; and

WHEREAS, it is proposed that the Governing Body should take all such additional actions, authorize the execution of such certificates, applications, reports and notices, and authorize such other actions and proceedings as shall be necessary in connection with the sale and issuance of the 2022 City Bond and the 2022 Bank Bonds.

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

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

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

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

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

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

“Bank” shall mean the Mississippi Development Bank, a body corporate and politic of the State exercising essential public functions, or any successor to its functions, organized under the Bank Act.

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

“Bond Counsel” shall mean Butler Snow LLP, Ridgeland, Mississippi.

“Bond Fund” shall mean the 2022 Bond Fund provided for in Section 23 hereof.

“Bond Resolution” shall mean this resolution, as may be amended or supplemented from time to time.

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

“Clerk” shall mean the City Clerk and Clerk of the Governing Body or any assistant City Clerk.

“City” shall mean the City of Diamondhead, Mississippi.

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

“Code” shall mean the Internal Revenue Code of 1986 in effect on the date of issuance of the 2022 Bank Bonds and the 2022 City Bond, and the applicable regulations or rulings promulgated thereunder, and any successor thereto, as such may be amended from time to time.

“Construction Fund” shall mean the 2022 Construction Fund provided for in Section 22 hereof.

“Counsel to the City” shall mean Derek R. Cusick, PLLC, Gulfport, Mississippi.

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

“Interest Payment Date” shall be, as described in Section 2.03 of the Indenture, the interest payment dates of the 2022 Bank Bonds.

“Mayor” shall mean the Mayor of the City.

“Municipal Advisor” shall mean Municipal Advisors of Mississippi, Gulfport, Mississippi, an independent registered municipal advisor.

“Paying Agent” shall mean any bank, trust company or other institution hereafter designated by the Governing Body for the payment of the principal of and interest on the 2022 City Bond. The Paying Agent shall initially be the Trustee.

“Payments” shall have the meaning given it in Section 21 hereof.

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

“Placement Agent” shall mean Crews & Associates, Inc., Memphis, Tennessee, as placement agent of the 2022 Bank Bonds.

“Project” shall mean the Project described in the premises sections of this Bond Resolution, including the payment of costs of issuance of the 2022 City Bond and the 2022 Bank Bonds.

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

“Record Date Registered Owner” shall mean the Registered Owner of the 2022 City Bond as of the regular Record Date.

“Refunding Bonds” shall mean any bond or bonds issued pursuant to Section 27 hereof to refund all or a portion of the 2022 City Bond.

“Registered Owner” shall mean the Person whose name shall appear in the registration records of the City maintained by the Transfer Agent as the owner of the 2022 City Bond and shall initially be the Bank.

“State” shall mean the State of Mississippi.

“Transfer Agent” shall mean any bank, trust company or other institution hereafter designated by the Governing Body for the registration of the owner of the 2022 City Bond and for the performance of such other duties as may be herein or hereafter specified by the Governing Body. The Transfer Agent shall initially be the Trustee.

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

“2022 Bank Bonds” shall mean the Mississippi Development Bank Special Obligation Bonds, Series 2022 (the City of Diamondhead, Mississippi General Obligation Bond Project), to be issued by the Bank pursuant to the Bank Act and the terms and conditions of the Indenture in an aggregate principal amount of not to exceed Six Million Dollars (\$6,000,000), issued in one or more series, with the final aggregate principal amount of the Series 2022 Bank Bonds to be provided in the Private Placement Agreement.

“2022 City Bond” shall mean the General Obligation Bond, Series 2022 (Capital Improvements Project), of the City in an aggregate principal amount of not to exceed Six Million Dollars (\$6,000,000), issued in one or more series, authorized and directed to be issued hereunder, with the final aggregate principal amount of the 2022 City Bond to be provided in the Private Placement Agreement.

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.

SECTION 4. The Governing Body hereby authorizes and approves the sale and issuance of the 2022 City Bond to the Bank in accordance with the Act and in accordance with and subject to the provisions of this Bond Resolution and the City Bond Purchase Agreement. The terms and provisions of the sale of the 2022 City Bond to the Bank shall be based upon the terms and conditions of the sale of the 2022 Bank Bonds by the Bank to the Placement Agent. The 2022 Bank Bonds are being sold to the Placement Agent pursuant to the terms and provisions of the Private Placement Agreement.

SECTION 5. The Indenture, in the form submitted to this meeting and attached hereto as **Exhibit A**, shall be, and the same hereby is, approved in substantially said form. The Mayor and the Clerk be, and hereby are, authorized to approve such additional changes to the Indenture as may be reasonably requested by the Bank. The City hereby approves and acknowledges the Indenture and the terms and provisions thereof and recognizes that many items governing the terms and conditions of the 2022 City Bond are based upon terms, limitations and conditions provided in the Indenture.

SECTION 6. The City Bond Purchase Agreement, in the form submitted to this meeting and attached hereto as **Exhibit B**, shall be, and the same hereby is, approved in substantially said form. The Mayor and the Clerk are hereby authorized and directed to execute and deliver the City Bond Purchase Agreement with such changes, insertions and omissions as may be approved by such officers, said execution being conclusive evidence of such approval.

SECTION 7. The Private Placement Agreement, in the form submitted to this meeting and attached hereto as **Exhibit C**, shall be, and the same hereby is, approved in substantially said form. Subject to the provisions herein, the Mayor and the Clerk are hereby authorized and directed to execute the Private Placement Agreement for and on behalf of the City, subject to the following conditions: (a) compliance by the City with the provisions of the Act regarding the issuance of the 2022 City Bond; (b) the aggregate principal amount of the 2022 Bank Bonds shall not exceed \$6,000,000; (c) the 2022 Bank Bonds will bear interest at the rates to be provided in the Indenture and the net interest cost on the 2022 Bank Bonds will not be more than eleven percent (11%) per annum; (d) approval by the City of the proposal for the sale of the 2022 Bank Bonds evidenced by the City's execution of the Private Placement Agreement; (e) approval by the City of the sale of the 2022 City Bond to the Bank evidenced by the City's execution of the City Bond Purchase Agreement; (f) the final maturity of the 2022 Bank Bonds does not exceed thirty (30) years from their date of issue; and (g) the terms and provisions of the 2022 Bank Bonds are in compliance with the Act.

SECTION 8. The 2022 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 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 2022 City Bond as the same becomes due. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of the tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to time, rate or amount; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the City on or prior to September 1 of that year has transferred money to the Bond Fund, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the 2022 City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of this Bond Resolution. The avails of said tax are hereby irrevocably pledged for the payment of the principal of, premium, if any, and interest on the 2022 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 2022 City Bond in any subsequent year to have adequate taxes levied and collected to meet the obligations of the 2022 City Bond, as to principal of, premium, if any, and interest.

SECTION 9. The Governing Body does hereby find and determine that the 2022 City Bond and the 2022 Bank Bonds are being issued to provide financing for the costs of the Project.

SECTION 10. In consideration of the purchase and acceptance of the 2022 City Bond by those who shall hold the same from time to time, this Bond Resolution shall constitute a contract between the City and the Registered Owner from time to time of the 2022 City Bond. The pledge made herein and the covenants and agreements herein set forth to be performed on behalf of the City for the benefit of the Registered Owner shall be for the equal benefit, protection and security of the Registered Owner of the 2022 City Bond, all of which, regardless of the time or times of its authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction.

SECTION 11. The 2022 City Bond shall be dated the date of its issuance and delivery; shall be issued as a fully registered bond in a single denomination equal to the principal amount thereof; shall be numbered R-1; shall bear interest from the date thereof at the rate or rates borne by the 2022 Bank Bonds (as provided in the Indenture), payable on an Interest Payment Date, subject to the limitation that the 2022 City Bond shall not bear a greater overall interest rate to maturity than eleven percent (11%) per annum; and shall mature and become due and payable in the same manner and at the same dates and times as provided for the 2022 Bank Bonds as provided in the Indenture; provided, however, that the final maturity for the 2022 City Bond shall be no later than thirty (30) years from its date of issuance unless earlier redeemed as provided for in this Bond Resolution and the Indenture. The principal amount of the 2022 City Bond shall not exceed Six Million Dollars (\$6,000,000).

SECTION 12. The 2022 City Bond will be subject to redemption prior to maturity thereof only at the times, to the extent, in the manner and in the amounts that the 2022 Bank Bonds are subject to redemption as provided in Section 4.01 of the Indenture. In the event that the City elects to redeem the 2022 City Bond or any portion thereof, the City shall provide proper notices to the Bank and the Trustee as provided in this Section 12 and the redemption of the 2022 City Bond, or any portion thereof, shall be as provided in Article IV of the Indenture. It is intended that redemption of the 2022 City Bond may only occur through the processes provided in the Indenture, and the City hereby accepts such redemption provisions by this reference to the provisions of Article IV of the Indenture.

SECTION 13. The 2022 City Bond shall be executed by the manual or facsimile signature of the Mayor and countersigned by the manual or facsimile signature of the Clerk, with the seal of the City imprinted or affixed thereto; provided, however all signatures and seals appearing on the 2022 City Bond, other than the signature of an authorized officer of the Transfer Agent hereafter provided for, may be facsimile and shall have the same force and effect as if manually signed or impressed. In case any official of the City whose signature or a facsimile of whose signature shall appear on the 2022 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. The 2022 City Bond shall be delivered to the Bank upon payment of the purchase price therefor in accordance with the terms and conditions of this Bond Resolution, the Indenture and the City Bond Purchase Agreement, together with a complete certified transcript of the proceedings had and done in the matter of the authorization, issuance, sale and validation of the 2022 City Bond, and the final,

unqualified approving opinion of Bond Counsel. Prior to or simultaneously with the delivery of the 2022 City Bond by the Transfer Agent, the City shall file with the Transfer Agent: (a) 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 2022 City Bond; and (b) an authorization to the Transfer Agent, signed by the Mayor, to authenticate and deliver the 2022 City Bond to the Bank. At delivery, the Transfer Agent shall authenticate the 2022 City Bond and deliver it to the Bank upon payment of the purchase price of the 2022 City Bond to the City in accordance with this Bond Resolution, the Indenture and the City Bond Purchase Agreement. When the 2022 City Bond shall have been validated and executed as herein provided, it shall be registered as an obligation of the City in the office of the Clerk in a record maintained for that purpose, and the Clerk shall cause to be imprinted upon the 2022 City Bond, over his manual or facsimile signature and manual or facsimile seal, his certificate in substantially the form set out in Section 16 below.

SECTION 14. The 2022 City Bond and the certificates to appear thereon shall be in substantially the following forms and the Mayor and the Clerk be and are hereby authorized and directed to make such changes, insertions and omissions therein as may in their opinions be required:

[FORM OF 2022 CITY BOND]

NO. R-1

\$ _____

THIS CITY BOND HAS BEEN ASSIGNED TO _____, _____, MISSISSIPPI, AS TRUSTEE, UNDER A TRUST INDENTURE, DATED AS OF _____, 2022, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND SAID TRUSTEE. THIS CITY BOND IS REGISTERED IN THE NAME OF SAID TRUSTEE AND IS NON-TRANSFERABLE EXCEPT AS PERMITTED IN SAID INDENTURE.

**UNITED STATES OF AMERICA
STATE OF MISSISSIPPI**

\$____,000,000

**THE CITY OF DIAMONDHEAD, MISSISSIPPI
GENERAL OBLIGATION BOND, SERIES 2022
(CAPITAL IMPROVEMENTS PROJECT)**

REGISTERED OWNER: _____, AS TRUSTEE

AMOUNT: _____ DOLLARS (\$____,000,000)

The City of Diamondhead, Mississippi (the "**City**"), a political subdivision of the State of Mississippi (the "**State**") organized and existing under the Constitution and laws of the State, for value received, hereby promises to pay, to the registered owner hereof, upon the presentation and surrender hereof at the office of _____, Mississippi, or its

successor, as paying and transfer agent (the “**Paying Agent**”), the principal amount identified above in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts, and to pay to the registered owner hereof by check or draft mailed to the registered owner at his address as it appears on the bond registration records of the City, interest on said principal sum from the date hereof, with all said principal, premium, if any, and interest payments under this City Bond (as hereinafter defined) to be payable in accordance with the terms and conditions of the City Bond Resolution (as hereinafter defined).

This City Bond is a general obligation bond of the City in the aggregate principal amount of _____ Dollars (\$____,000) (herein called this “**City Bond**”) and is duly authorized to be issued under the authority of the Constitution and statutes of the State, including Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time, and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (collectively, the “**Act**”), and by the further authority of duly adopted resolutions of the Mayor and City Council of the City, including resolutions adopted on June 7, July 19 and September 6, 2022 (collectively, the “**City Bond Resolution**”). This City Bond is issued to provide funds to pay (i) constructing, maintaining, reconstructing, improving, and repairing roads and streets and acquiring rights-of-way therefore if necessary, (ii) erecting, repairing, improving, extending, or maintaining waterworks or water distribution systems, and repairing, improving and extending the same; (iii) establishing erecting, repairing, improving, extending or maintaining sanitary, storm, drainage or sewerage systems; (iv) constructing, maintaining, reconstructing, improving, and repairing bridges and culverts; and (v) for other authorized purposes under the Act, including funding capitalized interest, if applicable and paying the costs of borrowing.

The City will duly and punctually pay the principal of, redemption premium, if any, and interest on the 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 \$____,000,000 Mississippi Development Bank Special Obligation Bonds, Series 2022 (the City of Diamondhead, Mississippi General Obligation Bond Project) (the “**Mississippi Development Bank Bonds**”), outstanding under the Trust Indenture, dated _____, 2022, (the “**Mississippi Development Bank Indenture**”), by and between the Mississippi Development Bank and _____, as trustee (the “**Mississippi Development Bank Indenture Trustee**”) at least five (5) Business Days prior to when such amounts are due whether upon a scheduled interest payment date, at maturity or by redemption 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 issued and secured.

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, redemption premium, if any, and interest on this City Bond as the same becomes due. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of the tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to time, rate or amount; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the City on or prior to September 1 of that year has transferred money to the Bond Fund (as defined in the City Bond Resolution), or has made other provisions for funds, to be applied toward the payment of the principal of and interest on this City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the City Bond Resolution. The avails of said tax are hereby irrevocably pledged for the payment of the principal of and interest on this 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 this City Bond in any subsequent year to have adequate taxes levied and collected to meet the obligations of this City Bond, as to principal of, redemption 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 Mississippi Development Bank Indenture Trustee under the Mississippi Development Bank Indenture. This City Bond is registered in the name of the Mississippi Development Bank Indenture Trustee and is non-transferable except as provided in the Mississippi Development Bank Indenture.

The City and the Paying Agent may deem and treat the person in whose name this City Bond is registered as the absolute owner hereof, whether this City Bond shall be overdue or not, for the purpose of receiving payment of the principal of, redemption 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 or paid, and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

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

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

The holder of this City Bond shall have no right to enforce the provisions of the City Bond Resolution or to institute any action to enforce the covenants therein, or to take any action with respect to any event of default under the City Bond Resolution, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as specifically provided in the City Bond Resolution.

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

All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the City Bond Resolution.

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 authentication endorsed hereon shall have been signed by the Paying Agent.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that all conditions, acts and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of 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 of Diamondhead, Mississippi has caused this City Bond to bear the manual signature of the Mayor and City Council of the City and attested by the manual signature of the Clerk of the City all as of the ____ day of _____, 2022.

(SEAL)

THE CITY OF DIAMONDHEAD, MISSISSIPPI

By _____
Mayor of the City of Diamondhead, Mississippi

ATTEST:

By _____
City Clerk

CERTIFICATE OF AUTHENTICATION

This City Bond is the City Bond described in and issued under the provisions of the within mentioned City Bond Resolution.

_____, as **Transfer Agent**

By _____
Authorized Signature

Date of Authentication: _____, 2022

STATE OF MISSISSIPPI**COUNTY OF HANCOCK**

I, the undersigned Chancery Clerk of the Hancock County, 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 Hancock County, Mississippi, rendered on the _____ day of _____, 2022.

(SEAL)

Chancery Clerk of the Hancock County, Mississippi

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ (please print or typewrite name and address of transferee) _____ the within City Bond and all rights and title thereunder, and hereby irrevocably constitutes and appoints _____ as attorney to transfer the within City Bond on the records kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature guaranteed:

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

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

[END OF FORM OF 2022 CITY BOND]

SECTION 15. (a) The Paying Agent and Transfer Agent for the 2022 City Bond shall initially be the Trustee. The City specifically reserves the right to hereafter designate a separate Paying Agent and/or Transfer Agent in its discretion, subject, however to the terms and conditions of the Indenture, as hereinafter provided.

(b) So long as the 2022 City Bond shall remain outstanding, the City shall maintain with the Transfer Agent records for the registration and transfer of the 2022 City Bond. The Transfer Agent

is hereby appointed registrar for the 2022 City Bond, in which capacity the Transfer Agent shall register in such records and permit to be transferred thereon, under such reasonable regulations as may be prescribed, the 2022 City Bond if entitled to registration or transfer.

(c) The City shall pay or reimburse the 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 2022 City Bond registrars, subject to agreement between the City and the Agent. Fees and reimbursements for extraordinary services and expenses, so long as not occasioned by the negligence, misconduct or willful default of the Agent, shall be made by the City on a case-by-case basis, subject, where not prevented by emergency or other exigent circumstances, to the prior written approval of the Governing Body.

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

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

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

(iv) The provisions of Section 11.08 of the Indenture shall govern the acceptance of any appointment of a successor Agent.

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

(vi) The City will provide any successor Agent with certified copies of all resolutions, orders and other proceedings adopted by the Governing Body relating to the 2022 City Bond.

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

SECTION 16. In case the 2022 City Bond shall become mutilated or be stolen, destroyed or lost, the City shall, if not then prohibited by law, cause to be authenticated and delivered a new 2022

City Bond of like date, number, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated 2022 City Bond, or in lieu of and in substitution for such 2022 City Bond stolen, destroyed or lost, upon the Registered Owner's paying the reasonable expenses and charges of the City in connection therewith, and in case of a 2022 City Bond stolen, destroyed or lost, the Registered Owner's filing with the City or Transfer Agent evidence satisfactory to them that the 2022 City Bond was stolen, destroyed or lost, and of its ownership thereof, and furnishing the City or Transfer Agent with such security and/or indemnity as may be required by law or by them to save each of them harmless from all risks, however remote.

SECTION 17. Only if the 2022 City Bond shall have endorsed thereon a certificate of registration and authentication in substantially the form hereinabove set forth, duly executed by the Transfer Agent, shall the 2022 City Bond be entitled to the rights, benefits and security of this Bond Resolution. The 2022 City Bond shall not be valid or obligatory for any purpose unless and until such certificate of registration and authentication shall have been duly executed by the Transfer Agent, which executed certificate shall be conclusive evidence of registration, authentication and delivery under this Bond Resolution. The Transfer Agent's certificate of registration and authentication on the 2022 City Bond shall be deemed to have been duly executed if signed by an authorized officer of the Transfer Agent, provided, however, it shall not be necessary that the same officer sign said certificate on every 2022 City Bond that may be issued hereunder.

SECTION 18. Ownership of the 2022 City Bond shall be in the Bank or its assignee. The Person in whose name the 2022 City Bond shall be registered in the records of the City maintained by the Transfer Agent may be deemed the absolute owner thereof for all purposes, and payment of or on account of the principal of, premium, if any, or interest on the 2022 City 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 the 2022 City Bond to the extent of the sum or sums so paid.

SECTION 19. The 2022 City Bond herein authorized to be issued shall be submitted to validation in the Chancery Court of the Hancock County, Mississippi, in the manner and with the force and effect provided by Sections 31-13-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time.

SECTION 20. The 2022 City Bond shall be transferable only as provided in the Indenture and this Bond Resolution. Upon the transfer of the 2022 City Bond, the City, acting through its Transfer Agent, shall issue in the name of the transferee a new 2022 City Bond of the same aggregate principal amount and maturity and rate of interest as the surrendered 2022 City Bond.

SECTION 21. (a) The City shall maintain with the Agent or another qualified depository a special fund, hereby created, in the name of the City and designated the 2022 Bond Fund (the "**Bond Fund**") for the payment of the principal of, premium, if any, and interest on the 2022 City Bond and the payment of the Agent's fees in connection therewith. There shall be deposited into the Bond Fund as and when received:

- (i) the avails of any of the ad valorem taxes levied and collected pursuant to Section 8 hereof;

- (ii) any income received from the investment of monies in the Bond Fund; and
- (iii) any other funds available to the City which may be lawfully used for payment of the principal of, premium, if any, and interest on the 2022 City Bond or for other obligations of the City which may be due under the Indenture, and which the Governing Body, in its discretion, may direct to be deposited into the Bond Fund.

(b) As long as any principal of, premium, if any, and interest on the 2022 City Bond or the 2022 Bank Bonds remains outstanding and/or any other obligations of the City remain outstanding under the Indenture, the City shall withdraw from the Bond Fund sufficient monies to make the payments (the “**Payments**”) necessary to pay (i) the principal of, premium, if any, and interest coming due on the 2022 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 Paying Agent in time to reach said Paying Agent at least five (5) Business Days prior to the date on which said interest or principal and interest or premium, if any, on the 2022 Bank Bonds shall become due. The Paying Agent shall transfer such Payments to the Trustee who shall deposit such Payments as provided under the Indenture.

SECTION 22. (a) The proceeds received upon the sale of the 2022 City Bond shall be deposited with a qualified depository in a special fund, hereby created, in the name of the City and designated the “2022 Construction Fund” (the “**Construction Fund**”). Such proceeds shall be used, to the extent permitted by law, (i) for the Project; (ii) to reimburse the City for any expenses incurred by the City in connection with the Project allowed by the Code; (iii) to pay architectural, engineering, fiscal, paying agent, printing, accounting, construction manager, financial advisory, feasibility consultant, legal expenses and development expenses incurred in connection with the Project, the 2022 City Bond and the 2022 Bank Bonds; and (iv) to pay costs related to any suits and proceedings in connection with the Project, including any costs of settlement thereof. Any income received from investment of monies in the Construction Fund shall be deposited in the Construction Fund and shall be used for the costs of the Project. Any amounts which remain in the Construction Fund after the completion of the Project shall be transferred to the Bond Fund and used as permitted under the Code and State law.

(b) The balance of the proceeds derived from the sale of the 2022 City Bond following the deposits to be made pursuant to this Section 22 shall be retained by the Bank and deposited with the Trustee under the Indenture to be used for the payment of the costs of issuance and sale of the 2022 City Bond and the costs of issuance and sale of the 2022 Bank Bonds, all as provided in the Indenture.

SECTION 23. Funds on deposit in the Bond Fund and the Construction Fund may be invested in Investment Securities, as defined in the Indenture, to the extent they are authorized by the Act and applicable provisions of State law which Investment Securities shall mature not later than the respective dates when the money held for the credit of such fund or account will be required for the purposes intended.

SECTION 24. (a) Payment of principal on the 2022 City Bond shall be made to the Record Date Registered Owner thereof whose name shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date.

(b) Payment of each installment of interest on the 2022 City Bond shall be made to the Record Date Registered Owner thereof whose name shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date. Interest shall be payable in the aforesaid manner irrespective of any transfer or exchange of such 2022 City Bond subsequent to the Record Date and prior to the due date of the interest.

(c) Principal of and interest on the 2022 City Bond shall be paid by check or draft mailed on an Interest Payment Date to the Registered Owner at the addresses appearing in the registration records of the Transfer Agent. Any such address may be changed by written notice from the Registered Owner to the Transfer Agent by certified mail, return receipt requested, or such other method and at the times as may be subsequently prescribed by the Transfer Agent.

SECTION 25. The City may issue Refunding Bonds in one or more series with the consent of the Bank pursuant to a supplement to this Bond Resolution to provide funds for the refunding of the 2022 City Bond so long as: (a) no default has occurred and is continuing under this Bond Resolution or the Indenture; and (b) there shall have been filed with the City and the Trustee an opinion of Bond Counsel that the exclusion from gross income for federal income tax purposes of interest on the 2022 Bank Bonds then outstanding under the Indenture shall not be adversely affected.

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

It is intended that this Section 25 allow for the provision of Refunding Bonds commensurate with the ability of the Bank to issue its refunding bonds as provided in Section 2.05 of the Indenture.

SECTION 26. The City hereby covenants that it shall make, or cause to be made to the United States of America, any rebate payments required by Section 148(f) of the Code and the regulations promulgated thereunder in connection with the 2022 Bank Bonds and the 2022 City Bond and to that end, to enter into the Arbitrage Rebate Agreement (as defined in the Indenture) with the Bank and the Trustee.

SECTION 27. The City covenants to comply with each requirement of the Code, necessary to maintain the exclusion of interest on the 2022 Bank Bonds from gross income for federal income tax purposes, and in furtherance thereof, to comply with a certificate of the City to be executed and delivered concurrently with the issuance of the 2022 City Bond and the 2022 Bank Bonds, or such other covenants as may, from time to time, be required to be complied with in order to maintain the exclusion of interest on the 2022 Bank Bonds from gross income for federal income tax purposes. The City shall not use or permit the use of any of the proceeds of the 2022 City Bond or the 2022 Bank Bonds, or any other funds of the City, directly or indirectly, to acquire any securities, obligations or other investment property, and shall not take or permit to be taken any other action or actions, which would cause any 2022 Bank Bond to be an “arbitrage bond” as defined in Section 148 of the Code. Notwithstanding any other provisions to the contrary, so long as necessary in order to maintain the exclusion of interest on the 2022 Bank Bonds from gross

income for federal income tax purposes under the Code, the covenants contained in this Section 29 shall survive the payment of the 2022 City Bond and the 2022 Bank Bonds and the interest thereon, including any payment or defeasance thereof.

SECTION 28. The Mayor and/or the Clerk are hereby authorized to sign and file or cause to be filed a completed I.R.S. Form 8038-G “Information Return for Governmental Obligations” if required by Section 149(e) of the Internal Revenue Code of 1986, as amended.

SECTION 29. The Mayor and/or the Clerk are hereby authorized to execute a non-arbitrage certification in order to comply with Section 148 of the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

SECTION 30. The City represents as follows:

- (a) The City shall take no action that would cause the 2022 Bank Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Code;
- (b) The City shall take all necessary action to have the 2022 Bank Bonds registered within the meaning of Section 149(a) of the Code; and
- (c) The City will not employ any device or abusive transaction with respect to the investment of the proceeds of the 2022 Bank Bonds and, to the extent necessary, the 2022 City Bond.

SECTION 31. The City, with the consent of the Bank but without the consent of the owners of any of the 2022 Bank Bonds outstanding under the Indenture, may enter into amendments or supplements to this Bond Resolution which shall not be inconsistent with the terms and provisions hereof and the Indenture.

SECTION 32. The 2022 City Bond shall be sold to the Bank pursuant to the terms and provisions of the City Bond Purchase Agreement.

SECTION 33. If the Project or any improvements located thereon shall be damaged or destroyed (in whole or in part) at any time while any of the 2022 City Bond remains outstanding, there shall be no abatement or reduction in the amount payable by the City hereunder and under the 2022 City Bond. Also, if at any time while any 2022 Bank Bonds remain outstanding, and the whole or any part of title to, or the use of, the Project shall be taken by condemnation, there shall be no abatement or reduction in the amount payable by the City hereunder.

SECTION 34. (a) The Bank and the City, without the consent of the owners of any of the 2022 Bank Bonds outstanding under the Indenture, may enter into supplements to this Bond Resolution which shall not be inconsistent with the terms and provisions hereof for any of the purposes heretofore specifically authorized in this Bond Resolution or the Indenture, and in addition thereto for the following purposes:

- (i) To cure any ambiguity or formal defect or omission in the Indenture;
- (ii) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional benefits, rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Bondholders or the Trustee, or to make any

change which, in the opinion of Bond Counsel, does not materially and adversely affect the interest of the owner of the City Bond and does not require unanimous consent of the Bondholders pursuant to Section 12.01 of the Indenture;

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

(iv) To modify, amend or supplement the Indenture or any indenture supplemental thereto in such manner as to permit the qualification thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or to permit the qualification of the 2022 Bank Bonds for sale under the securities laws of the United States of America or of any of the states of the United States of America, and, if they so determine, to add to the Indenture or any indenture supplemental thereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939 or similar federal statute; and

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

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

(c) If at any time the Bank and the City shall request the Trustee to consent to a proposed amendment of this Bond Resolution for any of the purposes of this Section, the Trustee shall, upon being satisfactorily indemnified and/or secured with respect to expenses, cause notice of the proposed execution of such proposed amendment to be given in the manner required by the Indenture to redeem Bank Bonds. Such notice shall briefly set forth the nature of the proposed amendment and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all holders of Bank Bonds. If, within sixty (60) days or such longer period as shall be prescribed by the Bank following such notice, the owners of not less than a majority in aggregate principal amount of the 2022 Bank Bonds outstanding at the time of the execution of any such proposed amendment shall have consented to and approved the execution thereof as herein provided, no owner of any Bank Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee, the City or the Bank from executing or approving the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such proposed amendment permitted and provided in this Section, this Bond Resolution shall be modified and amended in accordance therewith.

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

SECTION 35. Except as otherwise expressly provided herein, nothing in this Bond Resolution, express or implied, is intended or shall be construed to confer upon any person or firm or

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

SECTION 36. The Mayor is hereby authorized to cause to be paid out of the proceeds of the sale of the 2022 City Bond or approve payment out of the proceeds of the sale of the 2022 Bank Bonds for such legal, municipal advisory, accounting, financial, rating, Trustee, Bank fees and printing expenses and all such other expenses, incurred in connection with the sale and issuance of the 2022 City Bond and the 2022 Bank Bonds as may be permitted to be paid therefrom pursuant to the terms of this Bond Resolution, the Indenture, the City Bond Purchase Agreement and applicable State law provided however, costs shall not exceed 5% of the par amount of the 2022 Bank Bonds (excluding Placement Agents' discount).

SECTION 37. The Governing Body hereby approves the designation of Crews & Associates, Inc., Memphis, Tennessee as the Placement Agent of the 2022 Bank Bonds.

SECTION 38. When the 2022 City Bond is issued, the Clerk is hereby authorized and directed to prepare and furnish to the Bank, the Placement Agent and the Trustee certified copies of all the proceedings and records of the City relating to the 2022 City Bond, and such other affidavits and certificates as may be required to show the facts relating to the legality and marketability of the 2022 City Bond as such facts appear from the books and records in the Clerk's custody and control or as otherwise known to him; and all such certified copies, certificates and affidavits, including any heretofore furnished, shall constitute representations of the City as to the truth of all statements contained therein.

SECTION 39. From and after the execution and delivery of the documents hereinabove authorized, the proper officers, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of said documents as executed and are further authorized to take any and all further actions and execute and deliver any and all other documents and certificates as may be necessary or desirable in connection with the sale and issuance of the 2022 City Bond and the execution and delivery of the City Bond Purchase Agreement or other documents necessary to conclude the sale and issuance of the 2022 City Bond and to document the City's compliance with the Act. The Governing Body further authorizes Bond Counsel, Counsel to the City, the Placement Agent and the Municipal Advisor to prepare and distribute all necessary documents and to do all things required in order to negotiate the sale of the 2022 Bank Bonds and to effectuate the sale and issuance of the 2022 City Bond and the 2022 Bank Bonds.

SECTION 40. The Clerk is hereby directed to forward a certified copy of this Bond Resolution to the Bank, the Placement Agent and the Trustee.

SECTION 41. Each member of the Governing Body, the Mayor and the Clerk are hereby authorized to execute such documents, instruments and papers, and do such acts and things as may be necessary or advisable in connection with the authorization, sale, preparation, execution, issuance and delivery of the 2022 City Bond and the 2022 Bank Bonds.

SECTION 42. The Mayor shall be, and hereby is authorized and directed to make all final determinations necessary in connection with the sale and issuance of the 2022 City Bond and the 2022 Bank Bonds including, but not limited to, the dated date of the 2022 City Bond and the 2022 Bank Bonds, the final principal amount of the 2022 City Bond and the 2022 Bank Bonds, the maturity schedule relating to the 2022 City Bond and the 2022 Bank Bonds, the redemption terms of the 2022 City Bond and the 2022 Bank Bonds, the interest rate or rates to be borne by the 2022 City Bond and the 2022 Bank Bonds, the series designation of the 2022 City Bond and the 2022 Bank Bonds, the price to be paid for the 2022 City Bond and the 2022 Bank Bonds, the selection of the Agent, the approval of the Bank's selection of the Trustee, and any and all other terms thereof, subject to the provisions of the Act and this Bond Resolution.

SECTION 43. If the Municipal Advisor deems it in the best interest of the City to sell the Series 2022 Bonds in the municipal bond market, the Bank authorizes Butler Snow LLP, as Bond Counsel (the "**Bond Counsel**") to prepare a preliminary official statement (the "**Preliminary Official Statement**") for the sale of the Bank Bonds and authorizes a to be determined underwriter (the "**Underwriter**") to distribute the Preliminary Official Statement for the sale of the Bank Bonds. The City hereby approves any changes to the Indenture, the City Bond Purchase Agreement, and all other documents, as applicable, if required by the Placement Agent, with such changes, insertions and omissions as may be approved by such officers, said execution being conclusive evidence of such approval. The City hereby approves the execution of a Bond Purchase Agreement, by and among the Bank, the City and the Underwriter (the "**Bond Purchase Agreement**"), if applicable and the appointment of the Placement Agent and authorizes Bond Counsel to prepare the Bond Purchase Agreement in connection with the sale of the Bank Bonds.

SECTION 44. If the Municipal Advisor deems it in the bests interest of the City and the Bank to apply for municipal bond insurance for the 2022 Bank Bonds, the Governing Body hereby approves the execution of a commitment for the provision of municipal bond insurance for the 2022 Bank Bonds and any additional documents and certificates which are required by any provider of such municipal bond insurance selected to provide credit enhancement in connection with the issuance of the 2022 Bank Bonds. The Mayor or the Clerk are hereby authorized to approve any changes, insertions and omissions as may be required by the provider of the municipal bond insurance to the Private Placement Agreement, the Preliminary Official Statement or Official Statement as are approved by the Mayor or the Clerk, evidenced by his/her execution of the commitment for said municipal bond insurance and other additional documents and certificates. In addition, the executive director of the Bank and/or an authorized office of the bank are hereby authorized to apply for municipal bond insurance and execute a commitment for the provision of municipal bond insurance and any additional documents and certificates which are required by any provider of such municipal bond insurance selected to provide credit enhancement in connection with the issuance of the 2022 Bank Bonds.

SECTION 45. All covenants, stipulations, obligations and agreements of the City contained in this Bond Resolution, shall be binding upon the City, and, except as otherwise provided in this Bond Resolution, all rights, powers and privileges conferred and duties and liabilities imposed upon the City by the provisions hereof, shall be exercised or performed by the City. No stipulation, obligation or agreement herein contained or any other document necessary to conclude the issuance and sale of the 2022 City Bond shall be deemed to be a stipulation, obligation or agreement of any officer, agent or employee of the City, including the Governing Body, in his or

her individual capacity, and no such officer, agent or employee shall be personally liable on the 2022 City Bond or be subject to personal liability or accountability by reason of the issuance and sale thereof.

SECTION 46. In the event any scrivener's errors shall be discovered in this resolution after the adoption hereof but prior to the issuance of the 2022 City Bond, the Governing Body hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this resolution prior to the issuance of the 2022 City Bond.

SECTION 47. If any one or more of the provisions of this Bond Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this Bond Resolution, but this Bond Resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

SECTION 48. All resolutions and orders or parts thereof in conflict herewith are, to the extent of such conflicts, hereby repealed, and this Bond Resolution shall become effective immediately.

[Remainder of page left blank intentionally.]

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

Mayor Nancy Depreo	voted: _____
Councilmember Gerard Maher	voted: _____
Councilmember Shane Finley	voted: _____
Councilmember Anna Liese	voted: _____
Councilmember John Cumberland	voted: _____
Councilmember Charles S. Clark	voted: _____

The Mayor declared the motion carried and the resolution be adopted this the 6th day of September, 2022.

Mayor

ATTEST:

City Clerk

EXHIBIT A
FORM OF INDENTURE

EXHIBIT B
FORM OF CITY BOND PURCHASE AGREEMENT

EXHIBIT C
FORM OF PRIVATE PLACEMENT AGREEMENT

TRUST INDENTURE

BY AND BETWEEN

MISSISSIPPI DEVELOPMENT BANK

AND

_____,
AS TRUSTEE

DATED AS OF _____, 2022

RELATING TO THE ISSUANCE OF

**MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS, SERIES 2022
(CITY OF DIAMONDHEAD, MISSISSIPPI GENERAL
OBLIGATION BOND PROJECT)**

TABLE OF CONTENTS

	Page
ARTICLE I. DEFINITIONS AND RULES OF INTERPRETATION	3
SECTION 1.01. Definitions.....	3
SECTION 1.02. Rules of Interpretation.....	11
ARTICLE II. AUTHORIZATION AND ISSUANCE OF BONDS	12
SECTION 2.01. Authorization and Issuance of the Series 2022 Bonds.....	12
SECTION 2.02. Purpose and Disposition of the Series 2022 Bonds.....	12
SECTION 2.03. General Description of the Series 2022 Bonds.....	12
SECTION 2.04. Provisions for Issuance of Series 2022 Bonds.....	13
SECTION 2.05. Provisions for Issuance of Refunding Bonds.....	14
SECTION 2.06. Form of Series 2022 Bonds.....	14
ARTICLE III. GENERAL TERMS AND PROVISIONS OF BONDS	22
SECTION 3.01. Medium, Form and Place of Payment.....	22
SECTION 3.02. Legends.....	22
SECTION 3.03. Execution.....	22
SECTION 3.04. Authentication.....	22
SECTION 3.05. Mutilated, Lost, Stolen or Destroyed Bonds.....	23
SECTION 3.06. Registration, Transfer and Exchange of Bonds; Persons Treated as Owners...	23
SECTION 3.07. Destruction of Bonds.....	23
SECTION 3.08. Nonpresentment of Bonds.....	24
SECTION 3.09. Other Obligations Payable from Revenues.....	24
SECTION 3.10. Temporary Bonds.....	24
SECTION 3.11. Limitations on Obligations of Bank.....	24
SECTION 3.12. Immunity of Officers and Directors.....	25
ARTICLE IV. REDEMPTION OF SERIES 2022 BONDS PRIOR TO MATURITY	26
SECTION 4.01. Redemption and Redemption Prices and Terms for Series 2022 Bonds.....	26
SECTION 4.02. Redemption at the Election or Direction of the Bank.....	26
SECTION 4.03. Selection of Series 2022 Bonds to be Redeemed.....	26
SECTION 4.04. Redemption Payments.....	27
SECTION 4.05. Notice of Redemption.....	27
SECTION 4.06. Cancellation.....	27
ARTICLE V. GENERAL COVENANTS	28
SECTION 5.01. Payment of Principal and Interest.....	28
SECTION 5.02. Performance of Covenants.....	28
SECTION 5.03. Instruments of Further Assurance.....	28
SECTION 5.04. Covenants Concerning Program.....	28
SECTION 5.05. Possession and Inspection of City Bond.....	29
SECTION 5.06. Accounts and Reports.....	29
SECTION 5.07. Bank Covenants with Respect to City Bond.....	29
SECTION 5.08. Monitoring Investments.....	29
SECTION 5.09. Covenants Concerning Preservation of Tax Exemption.....	29
ARTICLE VI. REVENUES AND FUNDS	31
SECTION 6.01. Source of Payment of Bonds.....	31
SECTION 6.02. Creation of Funds.....	31
SECTION 6.03. Deposit of Net Proceeds of Bonds.....	31
SECTION 6.04. Deposit of Revenues and Other Receipts.....	31
SECTION 6.05. Operation of General Account.....	31

SECTION 6.06. Operation of the Redemption Account.	32
SECTION 6.07. Operation of the Purchase Account.....	32
SECTION 6.08. Operation of Bond Issuance Expense Account.	32
SECTION 6.09. Operation of the Rebate Fund.....	33
SECTION 6.10. Monies to be Held in Trust.	33
SECTION 6.11. Amounts Remaining in Funds or Accounts.	34
SECTION 6.12. Certain Verifications.	34
ARTICLE VII. PURCHASE OF CITY BOND	35
SECTION 7.01. Terms and Conditions of Purchase.	35
SECTION 7.02. Purchase.	35
SECTION 7.03. Retention and Inspection of Documents.....	35
SECTION 7.04. Report.	36
ARTICLE VIII. INVESTMENT OF MONIES	37
SECTION 8.01. General Provisions.	37
SECTION 8.02. Valuation of Investments.....	37
SECTION 8.03. Arbitrage Restrictions; Series 2022 Bonds to Remain Tax Exempt.	38
ARTICLE IX. DISCHARGE OF INDENTURE	39
SECTION 9.01. Discharge of Indenture.....	39
ARTICLE X. DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDHOLDERS	41
SECTION 10.01. Defaults; Events of Default.....	41
SECTION 10.02. Remedies; Rights of Bondholders.....	42
SECTION 10.03. Rights of Bondholders to Direct Proceedings.	42
SECTION 10.04. Appointment of Receivers.	43
SECTION 10.05. Application of Monies.	43
SECTION 10.06. Remedies Vested in the Trustee.	44
SECTION 10.07. Rights and Remedies of Bondholders.....	44
SECTION 10.08. Termination of Proceedings.	45
SECTION 10.09. Waivers of Events of Default.	45
SECTION 10.10. Notice of Defaults under Section 10.01(d) or (e); Opportunity of the Bank to Cure Such Defaults.	45
ARTICLE XI. TRUSTEE	46
SECTION 11.01. Acceptance of the Trusts.	46
SECTION 11.02. Fees, Charges and Expenses of the Trustee.	47
SECTION 11.03. Intervention by the Trustee.	48
SECTION 11.04. Successor Trustee.....	48
SECTION 11.05. Resignation by the Trustee.	48
SECTION 11.06. Removal of the Trustee.....	48
SECTION 11.07. Appointment of Successor Trustee by the Bondholders; Temporary Trustee.	48
SECTION 11.08. Concerning Any Successor Trustee.....	49
SECTION 11.09. Indemnification.....	49
SECTION 11.10. Successor Trustee as Trustee of Funds, Paying Agent and Bond Registrar. ..	50
ARTICLE XII. SUPPLEMENTAL INDENTURES	51
SECTION 12.01. Supplemental Indentures not Requiring Consent of Bondholders.	51
SECTION 12.02. Supplemental Indentures Requiring Consent of Bondholders.	51
ARTICLE XIII. MISCELLANEOUS	53
SECTION 13.01. Consents, Etc. of Bondholders.....	53
SECTION 13.02. Limitation of Rights.....	53
SECTION 13.03. Severability.....	53

SECTION 13.04. Notices..... 53

SECTION 13.05. Trustee as Paying Agent and Registrar..... 53

SECTION 13.06. Payments Due on Saturdays, Sundays and Holidays..... 53

SECTION 13.07. Counterparts. 54

SECTION 13.08. Receipt of Money or Revenues by Trustee. 54

SECTION 13.09. Applicable Provisions of Law..... 54

EXHIBIT A – FORM OF CITY BOND

TRUST INDENTURE

THIS TRUST INDENTURE (this “**Indenture**”) is dated as of _____, 2022, by and between the **MISSISSIPPI DEVELOPMENT BANK**, a public body corporate and politic of the State of Mississippi (the “**State**”) exercising essential public functions (the “**Bank**”), organized under the provisions of Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the “**Bank Act**”), and _____, as Trustee (the “**Trustee**”), a national banking association duly organized, existing and authorized under the laws of United States of America to accept and execute trusts of the character herein with a corporate trust office in _____, Mississippi, as trustee.

W I T N E S S E T H:

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

WHEREAS, City of Diamondhead, Mississippi (the “**City**”) is a Local Governmental Unit (as hereinafter defined) under the Bank Act and has duly authorized the issuance of its City of Diamondhead, Mississippi General Obligation Bond, Series 2022 (Capital Improvements Project) in the aggregate principal amount of _____ Million Dollars (_____) (the “**City Bond**”); and

WHEREAS, pursuant to the terms and provisions hereof and a City Bond Purchase Agreement, dated as of _____, 2022, by and between the Bank and the City (the “**City Bond Purchase Agreement**”), the Bank will issue its _____ Special Obligation Bonds, Series 2022 (City of Diamondhead, Mississippi General Obligation Bond Project) (the “**Series 2022 Bonds**”) to provide funds to purchase the City Bond and to pay the costs incident to the sale and issuance of the Series 2022 Bonds and the City Bond; and

WHEREAS, the proceeds of the City Bond will be used by the City to provide funds to pay the costs (i) constructing, maintaining, reconstructing, improving, and repairing roads and streets and acquiring rights-of-way therefore if necessary; (ii) erecting, repairing, improving, extending or maintaining waterworks or water distribution systems, and repairing, improving and extending the same; (iii) establishing erecting, repairing, improving, extending or maintaining sanitary, storm, drainage or sewerage systems; (iv) constructing, maintaining, reconstructing, improving, and repairing bridges and culverts; and (v) for other authorized purposes under the Act, including funding capitalized interest, if applicable and paying the costs of borrowing (the “**Project**”); 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 TRUST INDENTURE WITNESSETH:

GRANTING CLAUSES

The Bank, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the Bonds by the owners thereof, and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of, Redemption Price (as hereinafter defined), and interest on the Bonds according to their tenor and effect and to secure the performance and observance by the Bank of all covenants expressed or implied herein and in the Bonds, does

hereby grant, transfer, bargain, sell, convey, mortgage, assign and pledge, and grant a security interest in the rights, interests, properties, monies and other assets described in the following Granting Clauses to the Trustee and its successors in trust and assigns forever (collectively, the "**Trust Estate**"), for the securing of the performance of the obligations of the Bank hereinafter set forth, such grant, transfer, bargaining, sale, conveyance, mortgage, assignment, pledge and security interest, as described in the following Granting Clauses.

GRANTING CLAUSE FIRST

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

GRANTING CLAUSE SECOND

The City Bond acquired and held by the Trustee pursuant to this Indenture and the City Bond Purchase Agreement, 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 in accordance with this Indenture as security by the Bank to the extent of that pledge.

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

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

PROVIDED HOWEVER, that if the Bank shall pay or cause to be paid, or there shall otherwise be paid or made provision for payment of, the principal of, Redemption Price, and interest on the Bonds due or to become due thereon, at the times and in the manner mentioned in the Bonds, and shall pay or cause to be paid or there shall otherwise be paid or made provision for payment to the Trustee of all sums of money due or to become due according to the provisions hereof and shall otherwise comply with Article IX hereof, then this Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Indenture to be and remain in full force and effect.

THIS TRUST INDENTURE 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” shall mean the accounts created pursuant to Article VI hereof.

Act

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

Authorized Denomination

“Authorized Denomination” shall mean denominations of \$100,000 each and increments of \$1,000 thereafter, or integral multiples thereof up to the amount of a single maturity.

Authorized Officer(s)

“Authorized Officer(s)” shall mean 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” shall mean the Mississippi Development Bank, a public body corporate and politic of the State exercising essential public functions, or any successor to its functions, organized under the Bank Act.

Bank Act

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

Bankruptcy Code

“Bankruptcy Code” shall mean 11 U.S.C. Sections 101 *et seq.*, as amended or supplemented from time to time.

Bond Counsel

“Bond Counsel” shall mean an attorney or firm of attorneys approved by the City and the Bank that is nationally recognized in the area of municipal law and matters relating to the exclusion of interest on state and local government bonds from gross income under federal tax law, including particularly compliance with Section 148(f) of the Code. Butler Snow LLP, Ridgeland, Mississippi, is serving as Bond Counsel in connection with the sale and issuance of the Series 2022 Bonds.

Bond Issuance Expense Account

“Bond Issuance Expense Account” shall mean the account by that name created by Section 6.02 hereof.

Bond Register

“Bond Register” shall mean 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 shall mean the Registered Owner of any Bond.

Bonds

“Bonds” shall mean the Series 2022 Bonds and any Refunding Bonds issued pursuant to the terms and provisions of this Indenture.

Business Day

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

City

“City” shall mean City of Diamondhead, Mississippi, a “local governmental unit” under the Bank Act.

City Bond

“City Bond” shall mean the City's _____ General Obligation Bond, Series 2022 (Capital Improvements Project), the form of which is attached hereto as Exhibit A and registered in the name of the Trustee as assignee of the Bank pursuant to this Indenture.

City Bond Act

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

City Bond Payments

“City Bond Payments” shall mean the amounts paid or required to be paid, from time to time, for principal, premium, if any, and interest on the City Bond held by the Trustee pursuant to this Indenture.

City Bond Purchase Agreement

“City Bond Purchase Agreement” shall mean that certain City Bond Purchase Agreement, dated as of June __, 2022, 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” shall mean the resolution adopted by the Governing Body on September 6, 2022, in connection with the sale and issuance of the City Bond to the Bank.

City Project

“City Project” shall mean providing financing for the costs of i) constructing, maintaining, reconstructing, improving, and repairing roads and streets and acquiring rights-of-way therefore if necessary; (ii) erecting, repairing, improving, extending or maintaining waterworks or water distribution systems, and repairing, improving and extending the same; (iii) establishing erecting, repairing, improving, extending or maintaining sanitary, storm, drainage or sewerage systems; (iv) constructing, maintaining, reconstructing, improving, and repairing bridges and culverts; and (v) for other authorized purposes under the Act, including funding capitalized interest, if applicable and paying the costs of borrowing.

Code

“Code” or “Internal Revenue Code” shall mean the Internal Revenue Code of 1986, as amended, and all applicable Treasury Regulations promulgated thereunder.

Costs of Issuance

“Costs of Issuance” shall mean items of expense payable or reimbursable directly or indirectly by the Bank and related to the authorization, sale, validation, issuance and delivery of the Series 2022 Bonds and the sale and purchase 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, Bond Counsel fees and expenses, costs of credit ratings, fees and charges for execution, transportation and safekeeping of Series 2022 Bonds, credit enhancements or liquidity facility fees, fees and expenses of the Placement Agent and other costs, charges and fees in connection with the foregoing.

Counsel

“Counsel” shall mean 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 City.

Default

“Default” shall mean 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.

Event of Default

“Event of Default” shall mean any occurrence or event specified in Section 10.01 hereof.

Event of Taxability

“Event of Taxability” means a determination that interest paid or payable on the Series 2022 Bonds is includable for federal income tax purposes in the gross income of the Registered Owner thereof. An Event of Taxability shall be evidenced by (a) a written opinion by an attorney or firm of attorneys of nationally recognized standing on the subject of tax-exempt municipal finance, (b) notice or other written determination by the Internal Revenue Service or

any other government official or agency exercising the same or a substantially similar function from time to time, (c) a judgment of a court of competent jurisdiction, in each case determining that interest paid or payable on the Series 2022 Bonds is or was includable in the gross income of a holder of the Series 2022 Bonds for federal income tax purposes or (d) failure of the City to deliver to the Lender, within ninety (90) days of the Lender's request therefor, an opinion from nationally recognized bond counsel addressed and acceptable to the Lender and the City that interest paid and payable on the Series 2022 Bonds is excludable from gross income for federal income tax purposes, provided that if the City obtains, at the Lender's request, the opinion described in this clause (d), the Lender shall pay the reasonable costs for said opinion.

Fiscal Year

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

Funds

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

General Account

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

General Fund

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

Governing Body

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

Governmental Obligations

"Governmental Obligations" shall mean to the extent permitted by State law (a) direct obligations of the United States of America; (b) obligations guaranteed as to principal and interest by the United States of America or any federal agency whose obligations are backed by the full faith and credit of the United States of America, including but not limited to: U. S. Treasury obligations, Farmers Home Administration (or the successor thereto), General Services Administration, Guaranteed Title XI financing, Government National Mortgage Association (GNMA); and (c) obligations of any state of the United States of America or any political subdivision thereof, the full payment of principal of, premium, if any, and interest on which (i) is fully and unconditionally guaranteed or insured by the United States of America, or (ii) is provided for by an irrevocable deposit of the securities described in clause (i) to the extent such investments are permitted by State law.

Indenture

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

Interest Payment Date

“Interest Payment Date” shall mean any date on which interest is payable on the Series 2022 Bonds, being _____ 1 and _____ 1, and commencing _____, 2023.

Investment Securities

“Investment Securities” means any of the following to the extent such investments are permitted by State law: (a) obligations of any municipality of the State or the State or the United States of America rated at least “A” by S&P or “A-1” by 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.

Lender

“Lender” shall mean _____.

Local Governmental Unit

“Local Governmental Unit” shall mean (a) any City, municipality, utility district, regional solid waste authority, City cooperative service district or political subdivision of the State, (b) the State or any agency thereof, (c) the institutions of higher learning of the State, (d) any education building corporation established for institutions of higher learning, or (e) any other governmental unit created under state law, such as the City. The City is a Local Governmental Unit under the Bank Act.

Notice Address

“Notice Address” shall mean, with respect to the City, the Bank, the Trustee and the Placement Agent:

City: City of Diamondhead, Mississippi

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

Trustee: _____
Placement Agent: Crews & Associates, inc.

Lender:

Opinion of Bond Counsel

“Opinion of Bond Counsel” shall mean 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” shall mean 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 then Outstanding” shall mean 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.

Placement Agent

“Placement Agent” shall mean Crews & Associates, Inc., Memphis, Tennessee.

Placement Agreement

“Placement Agreement” shall mean that certain Private Placement Agreement, dated _____, 2022, by and among the Bank, the City and the Placement Agent.

Principal Office

“Principal Office” shall mean, 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” shall mean the maturity date or any mandatory sinking fund redemption date of the Series 2022 Bond as set forth in Section 2.03 hereof.

Program

“Program” shall mean the program for purchasing Securities of Local Governmental Units by the Bank pursuant to the Bank Act.

Program Expenses

“Program Expenses” shall mean all of the fees and expenses of the Trustee relating to the Series 2022 Bonds or the City Bond and costs of determining the amount rebatable, if any, to the United States of America under Section 6.09 hereof, all to the extent properly allocable to the Program and approved in writing by the Bank.

Project

“Project” shall mean providing funds for the purpose of (a) purchasing the City Bond and (b) paying the Costs of Issuance.

Purchase Account

“Purchase Account” shall mean the account by that name created by Section 6.02 hereof.

Rebate Fund

“Rebate Fund” shall mean the fund by that name created by Section 6.02 hereof.

Record Date

“Record Date” shall mean, with respect to any Interest Payment Date, the fifteenth day of the calendar month next preceding such Interest Payment Date.

Redemption Account

“Redemption Account” shall mean the account by that name created by Section 6.02 hereof.

Redemption Price

“Redemption Price” shall mean, with respect to any Bond, the principal amount thereof, plus the applicable premium, if any, and accrued interest payable upon redemption prior to maturity.

Refunding Bonds

“Refunding Bonds” shall mean bonds issued pursuant to Section 2.05 hereof and any Supplemental Indenture.

Registered Owner

“Registered Owner” shall mean the person or persons in whose name any Bond shall be registered on the Bond Register.

Revenues

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

Securities

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

Series 2022 Bonds

“Series 2022 Bonds” shall mean the Bank's _____ Mississippi Development Bank Special Obligation Bonds, Series 2022 (City of Diamondhead, Mississippi General Obligation Bond Project) issued pursuant to Section 2.01 of this Indenture.

State

“State” shall mean the State of Mississippi.

Supplemental Indenture

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

Tax Certificate

“Tax Certificate” shall mean the Tax Compliance and No-Arbitrage Certificate delivered upon the issuance of the Series 2022 Bonds.

Taxable Rate

“Taxable Rate means _____% per annum with respect to interest on the Series 2022 Bonds during the period an Event of Taxability has occurred and is continuing.

Trust Estate

“Trust Estate” shall mean the property, rights, and amounts pledged and assigned to the Trustee as security for the Series 2022 Bonds pursuant to the Granting Clauses hereof.

Trustee

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

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

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

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

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

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

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

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

ARTICLE II.

AUTHORIZATION AND ISSUANCE OF BONDS

SECTION 2.01. Authorization and Issuance of the Series 2022 Bonds.

(a) In accordance with the Act, the single, fully registered bond titled the “Mississippi Development Bank Special Obligation Bonds, Series 2022 (City of Diamondhead, Mississippi General Obligation Bond Project)” is hereby authorized to be issued, authenticated and delivered in the aggregate principal amount of _____ Million Dollars (_____).

(b) There is hereby created by this Indenture, in the manner and to the extent provided herein, a continuing pledge and lien to secure the full and final payment of the principal or Redemption Price of and interest on all of the Series 2022 Bonds issued pursuant to this Indenture. The Series 2022 Bonds shall be payable solely from the Revenues. The State shall not be liable on the Series 2022 Bonds and the Series 2022 Bonds shall not be a debt, liability, pledge of the faith or loan of the credit or moral obligation of the State. The Series 2022 Bonds shall contain on the face thereof a statement to the effect that the Bank is obligated to pay the principal of the Series 2022 Bonds, Redemption Price, and the interest thereon only from the Revenues and that the State is not obligated to pay such principal, Redemption Price, and interest and that neither the faith and credit nor the taxing power of the State or any political subdivision thereof except for the City, is pledged to the payment of the Series 2022 Bonds. In the Bank Act, the State has pledged to and agreed with the holders of any Series 2022 Bonds that the State will not limit or alter the rights hereby vested in the Bank to fulfill the terms of any agreements made with the said Bondholders or in any way impair the rights and remedies of such holders until such Series 2022 Bonds, together with the interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of such holders of Series 2022 Bonds, are fully met and discharged. All Series 2022 Bonds shall mature on or before August 1, 2037.

SECTION 2.02. Purpose and Disposition of the Series 2022 Bonds. The purpose for issuing the Series 2022 Bonds is (a) to fund the Purchase Account, in order to provide funds for the purchase of the City Bond (which amounts are to provide financing for the City Project pursuant to the Act), and (b) to fund the Bond Issuance Expense Account of the General Fund to pay the Costs of Issuance for the Series 2022 Bonds and the City Bond. Upon the delivery of the Series 2022 Bonds and receipt of the net proceeds therefor, the Bank shall deliver to the Trustee proceeds of the Series 2022 Bonds in the amount of _____. The proceeds of the Series 2022 Bonds shall be deposited as follows: (a) into the Bond Issuance Expense Account of the General Fund, the sum of \$_____.00 to pay the Costs of Issuance in connection with the Series 2022 Bonds and the City Bond and (b) into the Purchase Account of the General Fund, the sum of \$_____.00 to be immediately distributed to the City as provided in the City Bond Purchase Agreement.

SECTION 2.03. General Description of the Series 2022 Bonds. The Series 2022 Bonds shall initially be issued as a single, fully registered bond in an amount equal to the total principal amount of such bond authorized in the amount of _____ and shall be numbered from R-1.

The Series 2022 Bond shall be dated the date of delivery. If the Series 2022 Bond is authenticated on or prior to _____, 2023, it shall bear interest from the date of its initial delivery. The Series 2022 Bond authenticated after _____, 2023 shall bear interest from the most recent Interest Payment Date to which interest has been paid as of the date of authentication of such Series 2022 Bond unless such Series 2022 Bond is authenticated after

a Record Date and on or before the next succeeding Interest Payment Date, in which event the Series 2022 Bond will bear interest from such next succeeding Interest Payment Date.

Interest on the Series 2022 Bonds shall be payable on _____ 1 and _____ 1 of each year, commencing _____, 2023, until the Series 2022 Bonds are paid. Interest will be calculated using a three hundred sixty (360) day year based on twelve (12) thirty (30) day months. The Series 2022 Bonds shall bear interest at the rate stated below subject to adjustment to the Taxable Rate upon the occurrence and continuance of an Event of Taxability. Upon the occurrence of an Event of Taxability, the Lender shall provide the Bank, the City and the Trustee with an updated debt service schedule for the Series 2022 Bonds which shall supersede the prior debt service schedule.

The Series 2022 Bonds shall mature on _____ 1 in the year and in the principal amounts, and shall bear interest at the rates per annum, all as set forth below:

Year of Maturity	Principal Amount	Interest Rate
_____	_____	_____%

SECTION 2.04. Provisions for Issuance of Series 2022 Bonds. The Series 2022 Bonds shall be executed by Authorized Officers and delivered to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the Lender, as specified in a written order of the Bank, but only upon the receipt by the Trustee of:

(a) An opinion of counsel to the Bank dated as of the date of delivery thereof to the effect that (1) this Indenture and the performance by the Bank of its obligations hereunder, have been duly authorized, and this Indenture has been duly executed and delivered by the Bank and constitutes the legal, valid and binding agreement of the Bank, enforceable in accordance with its terms; (2) the Series 2022 Bonds have been duly authorized, sold, executed and delivered by the Bank, and are valid and binding obligations of the Bank enforceable in accordance with their terms; (3) all resolutions and actions of the Bank relating to the Series 2022 Bonds and the City Bond and all related proceedings comply with all rules and regulations of the Bank and all approvals or other actions required to be obtained or taken by the Bank under the Act have been obtained or taken as required;

(b) A written order as to the delivery of the Series 2022 Bonds, signed by an Authorized Officer;

(c) A copy of the resolution adopted and approved by the Bank, authorizing the execution and delivery of this Indenture and the issuance and sale of the Series 2022 Bonds, certified by an Authorized Officer;

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

(e) A certificate of an Authorized Officer that the issuance of the Series 2022 Bonds will not violate any limitations in the Act or any other laws of the State as to the amount of bonds that may be outstanding from time to time under the Act;

(f) A certificate of an Authorized Officer that the Act has not been repealed or amended in a manner that would adversely affect the rights of the registered owner of the Series 2022 Bonds; and

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

SECTION 2.05. Provisions for Issuance of Refunding Bonds.

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

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

(i) Irrevocable instructions to the Trustee, satisfactory to it, to give due notice of redemption of all the Series 2022 Bonds to be refunded on the redemption date specified in such instructions which notice may be a conditional notice;

(ii) Irrevocable instructions to the Trustee, satisfactory to it, to give due notice provided for in Section 4.05 hereof to the owners of the Series 2022 Bonds being refunded (which may be a conditional notice of redemption); and

(iii) Either (A) monies in an amount sufficient to effect timely payment at the applicable Redemption Price or principal payment amount of the Series 2022 Bonds to be refunded or paid, respectively, together with accrued interest on such Series 2022 Bonds to the redemption or maturity date and all necessary and appropriate fees and expenses of the Trustee, which monies shall be held by the Trustee or an escrow agent approved by the City and the Bank in a separate account irrevocably in trust for and assigned to the registered owner of the Series 2022 Bonds, or (B) Governmental Obligations in such principal amounts, of such maturities, bearing such interest, and otherwise having such terms and qualifications, as shall be necessary to comply with the provisions of Article IX which Governmental Obligations shall be held in trust and used only as provided in said Article.

SECTION 2.06. Form of Series 2022 Bonds. The Series 2022 Bonds and the Trustee's certificate of authentication to be endorsed on the Series 2022 Bonds are all to be in substantially the following form, with necessary and appropriate variations, omissions and insertions as are permitted or required by this Indenture or any Supplemental Indenture, as applicable:

[FORM OF SERIES 2022 BOND]**UNITED STATES OF AMERICA
STATE OF MISSISSIPPI****MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS, SERIES 2022
(CITY OF DIAMONDHEAD, MISSISSIPPI
GENERAL OBLIGATION BOND PROJECT)****NO. R -1****Interest
Rate**
____%**Maturity
Date**

____ 1, 20__

**Original
Issuance Date**
____, 2022**CUSIP**
NONE**REGISTERED OWNER:** _____**PRINCIPAL AMOUNT:** _____ **MILLION DOLLARS**

The Mississippi Development Bank, a public body corporate and politic, exercising essential public functions (the "**Bank**"), organized under the laws of the State of Mississippi (the "**State**"), for value received, hereby promises to pay to the Registered Owner specified above, or registered assigns, upon surrender hereof, the principal amount stated above in lawful money of the United States of America but solely from the sources referred to herein and not otherwise, on the Maturity Date specified above, unless this 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 _____, 2023 then from the date of its initial delivery or unless this Bond is authenticated after _____, 2023 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, or upon the occurrence of an Event of Taxability, then at the Taxable Rate) at the Interest Rate per annum stated above, payable on each _____ 1 and _____ 1 (each an Interest Payment Date), commencing _____, 2023, 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 _____, Jackson, Mississippi, as Trustee, (the "**Trustee**"), or at the principal corporate trust office of any successor trustee appointed under the Indenture hereinafter mentioned. Payments of interest hereon and principal paid in connection with mandatory sinking fund redemptions or partial redemptions pursuant to the optional redemption provisions will be made to the Registered Owner hereof (whose name appears on the Bond Register kept by the Trustee at the close of business on the fifteenth day of the month prior to such Interest Payment Date, each, a "Record Date") by check mailed on the Interest Payment Date by the Trustee to such Registered Owner at his address as it appears on the Bond Register 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 applicable 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.

This Bond and the other Bonds, and the interest payable hereon and thereon, are payable solely by the Bank from the Revenues (as hereinafter defined) and other funds of the Bank pledged therefor under the Indenture, which Revenues and funds include the payments on the City Bond (as hereinafter defined) purchased by the Bank from City of Diamondhead, Mississippi (the "**City**"). The Bank has no taxing power. This Bond and the other Bonds, both as to principal and interest, constitutes neither a debt, liability or loan of the credit of the State or any political subdivision thereof under the Constitution or statutes of the State nor a pledge of the faith and credit or the taxing power of the State or any political subdivision thereof, including the Bank, but shall be payable solely from the Revenues and other funds pledged therefor, including, without limitation, the avails of the full faith and credit of the City derived or to be derived from payments made in respect of the City Bond pursuant to the City Bond Resolution (as hereinafter defined). The issuance of the Bonds under the provisions of the Act (as hereinafter defined) does not, directly, indirectly or contingently, obligate the State or any political subdivision thereof to levy any form of taxation for the payment thereof or to make any appropriation for their payment and such 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; provided, however, that the City Bond is secured by the full faith, credit and taxing power 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, Redemption Price, or interest on the Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Bank. No breach by the Bank of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State or any agent, employee, attorney or member of the State or of the Bank, or any charge upon their general credit or upon the taxing power of the State. In the Bank Act (as defined herein), the State has pledged and agreed with the holders of any Bonds that the State will not limit or alter the rights thereby vested in the Bank to fulfill the terms of any agreements made with the 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 2022 (City of Diamondhead, Mississippi General Obligation Bond Project), issued under and secured by a Trust Indenture, dated as of _____, 2022 (the "**Indenture**"), by and between the Bank and the Trustee. The Bonds are limited in aggregate principal amount to _____ Million Dollars (_____). The Bonds are issued pursuant to Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "**Bank Act**") and Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "**City Bond Act**" and together with the Bank Act, the "**Act**"), to provide funds to purchase the City Bond of the City and to pay the costs of issuing the Bonds and the City Bond. The City Bond is the City's _____ Million Dollars (_____) General Obligation Bond, Series 2022 (Capital Improvements Project) (the "**City Bond**"). The City Bond is a general obligation of the City as secured and described in resolutions adopted by the Mayor and City Council of the City on June 7, July 19 and September 6, 2022 (together, the "**City Bond Resolution**"). The proceeds received by the City from the sale of the City Bond to the Bank will be used to provide funds to the City to pay the costs of (i) constructing, maintaining, reconstructing, improving, and repairing roads and streets and acquiring rights-of-way therefore if necessary; (ii) erecting, repairing, improving, extending or maintaining waterworks or water distribution systems, and repairing, improving and extending the same; (iii) establishing erecting, repairing, improving, extending or maintaining sanitary, storm, drainage or sewerage systems; (iv) constructing, maintaining, reconstructing, improving, and repairing bridges and culverts; and (v) for other

authorized purposes under the Act, including funding capitalized interest, if applicable and paying the costs of borrowing.

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 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, Redemption Price, and interest on all Bonds issued and Outstanding under the Indenture, to the date of payment thereof, and certain costs, expenses and charges of the Bank and the Trustee.

In the City Bond Resolution, the City covenants to levy a direct, continuing and special tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of, premium, if any, and interest on the City Bond and any additional obligations of the City under 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 the tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to time, rate or amount; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the City on or prior to August 1 of that year has transferred money to the Series 2022 Bond Fund (as defined in the City Bond Resolution), or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the City Bond Resolution.. The avails of said tax are irrevocably pledged by the City under the City Bond Resolution for the payment of the principal of and interest on the City Bond as the same shall mature and accrue.

The Bonds are all equally and ratably secured by and entitled to the protection of the Indenture on a parity one with another and with any Refunding Bonds which may be issued pursuant to Section 2.05 of the Indenture. 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 monies 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 monies 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, REDEMPTION PRICE, 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 MONIES 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 \$100,000 each and increments of \$1,000 thereafter or integral multiples thereof up to the amount of a single maturity 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.

Optional Redemption. On or after _____, 20__, the Series 2022 Bonds are subject to optional redemption in whole or in part, in principal amounts and maturities selected by the City on any date, at par, plus accrued interest to the date of redemption. Partial redemptions shall be applied to installments of principal in inverse order of their respective due dates.

Mandatory Sinking Fund Redemption. The Series 2022 Bonds maturing ____ 1, 20__ are subject to mandatory sinking fund redemption, in part, prior to maturity, or redemption, in whole, as otherwise provided in the Indenture on each August 1, in each of the years set forth below, at one hundred percent (100%) of the principal amount so redeemed or paid, plus accrued interest as set forth below:

Term Bond Maturing _____ **1, 20**__

Year

Principal Amount

*** Final Maturity**

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 specifically 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, happen and 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, Redemption Price, 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.

THIS BOND HAS NOT BEEN REGISTERD UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") AND MAY BE SOLD OR OTHERWISE TRANSFERRED ONLY TO ONE OR MORE ENTITIES EACH OF WHICH REPRESENTS IT IS AN INSTITUTIONAL "ACCREDITED INVESTOR," AS DEFINED IN RULE 501 UNDER THE SECURITIES ACT, OR A "QUALIFIED INSTITUTIONAL BUYER," AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT, OR ANY SUCCESSOR PROVISIONS THERETO, IN ACCORDANCE WITH APPLICABLE FEDERAL AND STATE SECURITIES LAWS.

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

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

Dated: _____, 2022

_____, as Trustee

By _____
Authorized Representative

VALIDATION CERTIFICATE

STATE OF MISSISSIPPI

COUNTY OF HANCOCK

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 Hancock County, Mississippi, rendered on the ____ day of _____ 2022.

(SEAL)

Secretary

ASSIGNMENT

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

(PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE)

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS OF ASSIGNEE)

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

Dated: _____

Signature Guaranteed:

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

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

By _____
Authorized Officer

[END OF SERIES 2022 BOND FORM]

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 upon written election of such Bondholder at least one Business Day prior to the applicable Record Date or by deposit into the account of the Registered Owner if such account is maintained by the Trustee. Principal shall be payable at the Principal Office of the Trustee upon presentation of the Bonds to be paid.

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

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

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

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

SECTION 3.05. Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond is mutilated, lost, stolen or destroyed, the Bank shall execute and the Trustee shall authenticate a new Bond or Bonds of the same maturity and denomination, as that mutilated, lost, stolen or destroyed Bond; provided that in the case of any mutilated Bond, such Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with 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 Bond 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 the Bond Register to be kept by the Trustee at its Principal Office, and the Trustee is hereby constituted and appointed the bond registrar for the Bonds. At reasonable times and under reasonable regulations established by the Trustee, the Bond Register may be inspected by the Bank or by Registered 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 Trustee shall not be required (a) to register, transfer or exchange any Bond during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds, or (b) to register, transfer or exchange any Bonds selected, called or being called for redemption in whole or in part after mailing notice of such call has been made.

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

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

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

certificate of destruction evidencing such destruction, if requested by the Bank, shall be timely 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 Registered Owner thereof, all liability of the Bank to the owner thereof for the payment of such Bond shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such funds for four (4) years, for the benefit of the Registered Owner of such Bond, without liability for interest thereon to such owner, who shall thereafter be restricted exclusively to such funds, for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond.

Any money so deposited with and held by the Trustee not so applied to the payment of Bonds within four (4) years after the date on which the same shall become due shall be repaid by the Trustee to the Bank and thereafter the Bondholders shall be entitled to look only to the Bank for payment, and then only to the extent of the amount so repaid, and the Bank shall not be liable for any interest thereon to the Bondholders and shall not be regarded as a fiduciary 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 hereof and, upon the request of the Bank, the Trustee shall authenticate and deliver, one or more temporary Bonds, which shall be fully registered. Such temporary Bonds shall be subject to the same provisions, limitations and conditions as the definitive Bonds and shall be substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, in Authorized Denominations as 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.

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, 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. 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 and payable solely from the Revenues and shall be a valid claim of the respective owners thereof only against the Funds and Accounts, other than the Rebate Fund and any Accounts created thereunder, established hereunder and the City Bond acquired by the Trustee, all of which are hereby assigned and pledged hereunder for the equal and ratable payment of the Bonds and shall be used for no other purpose than the payment of the Bonds, except as may be otherwise expressly authorized

in this Indenture. The Bonds do not constitute a debt or liability or moral obligation of the State or of any political subdivision thereof under the constitution of the State or a pledge of the faith and credit or taxing power of the State or any political subdivision thereof, but shall be payable solely from the Revenues and funds pledged therefor in accordance with this Indenture, including, without limitation, the avails of the full faith, credit and taxing power of the City derived or to be derived from payments made in respect of the City Bond pursuant to the City Bond Resolution. The issuance of the Bonds under the provisions of the Act does not directly, indirectly or contingently, obligate the State or any political subdivision thereof to levy any form of taxation for the payment thereof or to make any appropriation for their payment and such Bonds and the interest payable thereon do not now and shall never constitute a debt of the State or any political subdivision thereof within the meaning of the constitution of the State or the statutes of the State and do not now and shall never constitute a charge against the credit or taxing power of the State or any political subdivision thereof including the Bank; 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, Redemption Price, or interest on the Bonds or damages, if any, for the nonperformance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Bank. No breach by the Bank of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State or any of the State's or the Bank's agents, members, attorneys, and employees or any charge upon the general credit of the State or a charge against the taxing power of the State or any political subdivision thereof (except the City). The Bank has no taxing power. 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 and acceptance of such Bonds.

ARTICLE IV.

REDEMPTION OF SERIES 2022 BONDS PRIOR TO MATURITY

SECTION 4.01. Redemption and Redemption Prices and Terms for Series 2022 Bonds. *Optional Redemption.* On or after _____1, 20__, the Series 2022 Bonds are subject to optional redemption in whole or in part, in principal amounts and maturities selected by the City on any date, at par, plus accrued interest to the date of redemption. Partial redemptions shall be applied to installments of principal in inverse order of their respective due dates.

(b) ***Mandatory Sinking Fund Redemption.*** The Series 2022 Bonds maturing _____ 1, 20__ are subject to mandatory sinking fund redemption, in part, prior to maturity, or redemption, in whole, as otherwise provided in the Indenture on each August 1, in each of the years set forth below, at one hundred percent (100%) of the principal amount so redeemed or paid, plus accrued interest as set forth below:

Term Bond Maturing _____ 1, 20__

Year

Principal Amount

*** Final Maturity**

SECTION 4.02. Redemption at the Election or Direction of the Bank. In the case of the redemption of any Series 2022 Bonds, the Bank shall give written notice to the Trustee of its direction so to redeem, of the redemption date, of the principal amounts of the Series 2022 Bonds of each maturity to be redeemed (which maturities and principal amounts thereof to be redeemed shall be determined by the Bank at the direction of the City, subject to any limitations with respect thereto contained in the Act or this Indenture) and of the monies to be applied to the payment of the Redemption Price. Such notice shall be given at least thirty (30) days prior to the redemption date or such shorter period as shall be acceptable to the Trustee and may be conditioned upon receipt of sufficient funds to redeem the Series 2022 Bonds called for redemption on the redemption date. The Bank shall pay to the Trustee an amount in cash which, in addition to other monies, if any, available therefor and held by the Trustee, will be sufficient to redeem, on the redemption date at the Redemption Price thereof together with interest accrued to the redemption date, all of the Series 2022 Bonds to be redeemed.

SECTION 4.03. Selection of Series 2022 Bonds to be Redeemed. If less than all of the Series 2022 Bonds are to be redeemed, the Series 2022 Bonds shall be redeemed only in

Authorized Denominations. Partial redemptions shall be applied to installments of principal in inverse order of their respective due dates.

SECTION 4.04. Redemption Payments. The Trustee is hereby authorized and directed to apply funds deposited with the Trustee by the Bank in an amount sufficient to pay the Redemption Price of the Series 2022 Bonds or portions thereof called, together with accrued interest thereon to the redemption date. If proper notice of redemption by mailing has been given as provided in Section 4.05 hereof and sufficient funds for redemption shall be on deposit with the Trustee as aforesaid, interest on the Series 2022 Bonds or portions thereof thus called shall no longer accrue after the date fixed for redemption. No payment shall be made by the Trustee upon any Series 2022 Bond or portion thereof called for redemption until such Series 2022 Bond or portion thereof shall have been delivered for payment or cancellation or the Trustee shall have received the items required by Section 3.05 hereof with respect to any mutilated, lost, stolen or destroyed Series 2022 Bond.

SECTION 4.05. Notice of Redemption. Notice of the call for any redemption, identifying the Series 2022 Bonds to be redeemed (which may be a conditional notice of redemption), shall be given by the Trustee by mailing a copy of the redemption notice by registered or certified mail at least thirty (30) days but not more than forty-five (45) days prior to the date fixed for redemption to the Placement Agent and to the Registered Owner of each Series 2022 Bond to be redeemed at the address shown on the Bond Register. Failure to give such notice by mailing to any Bondholder or any defect in such notice, shall not affect the validity of any proceeding for the redemption of any other Series 2022 Bonds.

SECTION 4.06. Cancellation. All Series 2022 Bonds which have been redeemed shall not be reissued but shall be canceled and destroyed by the Trustee in accordance with Section 3.07 hereof.

ARTICLE V.

GENERAL COVENANTS

SECTION 5.01. Payment of Principal and Interest. The Bank covenants and agrees that it will promptly pay the principal of, Redemption Price and interest on every Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in said Bonds according to the true intent and meaning thereof, provided that the principal, Redemption Price and interest are payable by the Bank solely from Revenues and any other funds or assets constituting the Trust Estate herein pledged to the Trustee as security by the Bank to the extent of that pledge. To be deemed timely paid, immediately available funds must be received by the Trustee on or before 10:00 am (central) time on the applicable payment date. Payments must be made by wire transfer or other electronic means acceptable to the Trustee. Payments made by check may be subject to a ten Business Day hold.

SECTION 5.02. Performance of Covenants. The Bank covenants and agrees that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any, and every Bond executed, authenticated and delivered hereunder and in all of its proceedings pertaining thereto. The Bank covenants and agrees that it is duly authorized under the constitution and laws of the State, including particularly the Act, to issue the Bonds authorized hereby and to execute this Indenture and to pledge the Revenues and all other property hereby pledged in the manner and to the extent herein set forth, that all action on its part for the issuance of the Bonds and the execution and delivery of this Indenture has been duly and effectively taken, and that the Bonds in the possession of the Registered 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 Registered Owners of the Bonds against the claims and demands of all persons whomsoever. The Bank covenants and agrees that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, pledging, assigning and confirming unto the Trustee all and singular the rights assigned hereby and the amounts and other property pledged hereby to the payment of the principal of and interest on the Bonds.

SECTION 5.04. Covenants Concerning Program.

(a) In order to provide for the payment of the principal, Redemption Price and interest on the 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 (1) 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 (2) diligently enforce, and take all steps, actions and proceedings reasonably necessary in the judgment of the Bank to protect its rights with respect to the City Bond and to enforce all terms, covenants and conditions of the City Bond including the collection, custody and prompt application of all 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 timely commence appropriate remedies with respect to the City Bond which is in default.

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 Registered Owners of an aggregate of not less than five percent (5%) in principal amount of the Bonds then Outstanding or their representatives duly authorized in writing.

The Trustee covenants and agrees to provide to the Bank and the City, if requested by the Bank or the City, prior to the last day of _____ 2023 and the end of each six (6) month period thereafter, commencing with the period ending _____ 2023, 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 (6) month or applicable 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 Registered 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 such Registered Owners.

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 the owner or holder of the City Bond; provided, however, that decisions as to the enforcement of remedies shall be 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 excludability from gross income for federal income tax purposes of the interest on the Series 2022 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 excludability of

interest on the Series 2022 Bonds from gross income of the Registered Owners thereof for federal income tax purposes.

ARTICLE VI.

REVENUES AND FUNDS

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

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

SECTION 6.03. Deposit of Net Proceeds of Bonds.

(a) The Trustee shall deposit the proceeds from the sale of the Series 2022 Bonds in the manner provided in Section 2.02 hereof.

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

SECTION 6.04. Deposit of Revenues and Other Receipts. Upon receipt of any Revenues or other receipts (except the proceeds of the Series 2022 Bonds and monies received upon sale or redemption prior to maturity of the City Bond), the Trustee shall deposit such amounts into the General Account.

To be deemed timely paid, immediately available funds must be received by the Trustee on or before 10:00 am (central time on the applicable payment date. Payments must be made by wire transfer or other electronic means acceptable to the Trustee. Payments made by check may be subject to a ten (10) Business Day hold.

SECTION 6.05. Operation of General Account. The Trustee shall deposit in the General Account all amounts required to be deposited therein pursuant to the provisions of Section 2.02 and this Article VI.

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

(a) On or before each Interest Payment Date, to the Registered Owners, such amount (including Investment Securities held by 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 Series 2022 Bonds, the amounts, if any, to be transferred to the Rebate Fund as provided in the Tax Certificate; and

(d) After making such payments in paragraphs (a) through (c) above, the Trustee shall make a determination of the amounts reasonably expected to be received in the form of City Bond Payments in the succeeding twelve (12) months and shall transfer all monies in the General Account, 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 (12) month period to the City at the written request of the City with the prior written approval of the Bank.

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

SECTION 6.07. Operation of the Purchase Account. The Trustee shall deposit in the Purchase Account all monies 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 applicable requirements 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 2022 Construction Fund of the City established under the City Bond Resolution, which fund will be used by the City to finance the cost of the City Project. Any amounts remaining in the Purchase Account after the purchase of the City Bond shall be transferred to the General Account.

SECTION 6.08. Operation of Bond Issuance Expense Account. The Trustee shall deposit in the Bond Issuance Expense Account the monies 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 an Authorized Officer of the Bank, to pay the Costs of Issuance of the Bonds and the City Bond or to reimburse the Bank or the City for amounts previously advanced for such costs; and

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

SECTION 6.09. Operation of the Rebate Fund. (a) The Trustee is authorized to establish and maintain, so long as any Series 2022 Bonds are Outstanding and are subject to a requirement that arbitrage profits be rebated to the United States of America, a separate fund to be known as the "Rebate Fund." The Trustee shall make information regarding the Series 2022 Bonds and investments hereunder available to the Bank and shall make deposits and disbursements from the Rebate Fund in accordance with the Tax Certificate and Section 8.02 hereof, shall invest the Rebate Fund as directed by the Bank and shall deposit income from such investments immediately upon receipt thereof in the Rebate Fund. Anything in this Indenture to the contrary notwithstanding, the provisions of this Section may be superseded or amended by an amended Tax Certificate and accompanied by an Opinion of Bond Counsel addressed to the Trustee to the effect that the provisions of the amended Tax Certificate will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Series 2022 Bonds.

(b) If a deposit to the Rebate Fund is required as a result of the computations made by or on behalf of the Bank pursuant to the Tax Certificate, the Trustee shall, upon receipt of direction from the Bank, accept such payment for the benefit of the Bank and make transfers of monies from the General Account or otherwise to the Rebate Fund to comply with such direction. If amounts in excess of that required to be rebated to the United States of America accumulate in the Rebate Fund, the Trustee shall, upon direction from the Bank, transfer such amount to the General Account. Records of the determinations required by this Section and the Tax Certificate and the investment instructions must be retained by the Trustee until six (6) years after the Series 2022 Bonds are no longer Outstanding.

(c) Not later than sixty (60) days following five (5) years from the date of issuance of the Series 2022 Bonds, and every five (5) years thereafter, the Trustee shall, upon written request of the Bank in accordance with the Tax Certificate, pay to the United States of America one hundred percent (100%) of the amount required to be on deposit in the Rebate Fund as of such payment date provided that direction from the Bank for transfer of such amount to the Rebate Fund has been previously received by the Trustee pursuant to the provisions of Section 6.09(b), and further provided that funds were available in the General Account to fund one hundred percent (100%) of the amount required to be on deposit in the Rebate Fund as of such payment date. Not later than sixty (60) days after the final retirement of the Series 2022 Bonds, the Trustee shall upon written request of the Bank, pay to the United States of America one hundred percent (100%) of the amount owing to the United States of America. Each payment required to be paid to the United States of America pursuant to this Section shall be filed with the Internal Revenue Service Center, Ogden, Utah 84201. Each payment shall be accompanied by a copy of the Form 8038-G originally filed with respect to the Series 2022 Bonds and a statement of the Bank summarizing the determination of the amount to be paid to the United States of America.

SECTION 6.10. Monies to be Held in Trust. All monies 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 monies held pursuant to the Rebate Fund and any Accounts created thereunder and except for monies deposited with or paid to the Trustee for the redemption of Bonds, notice of the redemption of which has been duly given. Such monies 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 including Program Expenses shall be distributed to the City, except for any monies 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 or State legislation applicable to the Bonds. The fees of such independent certified public accountants and Bond Counsel shall constitute reimbursable Program Expenses and shall be paid by the City.

ARTICLE VII.

PURCHASE OF CITY BOND

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

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

- (a) a written requisition of the Bank signed by an Authorized Officer stating to whom payment is to be made and the amount to be paid;
- (b) a certificate signed by the Mayor of the Governing Body, 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, such City is not in default under the payment terms or other material terms or provisions of any other obligations of that City;
- (c) a certified transcript of proceedings authorizing the issuance, execution and delivery of the City Bond, which transcript shall contain the certifications required by the Act and such other certifications and representations which are reasonable and appropriate as determined by the Bank, the Lender and the Trustee;
- (d) Opinions of Bond Counsel and counsel for the City each in form satisfactory to the Bank, the Lender and the Placement Agent 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, the Lender and the Placement Agent stating that such City is a Local Governmental Unit within the meaning of the Act;
- (g) an executed Placement Agreement;
- (h) an executed Tax Certificate; and
- (i) an executed City Bond Purchase Agreement.

Upon receipt of the documents requested by this Section 7.02, 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. All requisitions, certificates, transcripts, Opinions of Bond Counsel, Opinions of Counsel and the City Bond received by the Trustee, as required in this Article VII as conditions of payment may be relied

upon by and shall be retained in the possession of the Trustee, subject at all times during normal business hours to the inspection of the Bank and, after written request received by the Trustee at least five (5) Business Days prior to the date of inspection, by any Registered Owner of at least five percent (5%) in principal amount of Outstanding Bonds.

SECTION 7.04. Report. The Trustee shall prepare a report 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 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 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 and the City.

ARTICLE VIII.

INVESTMENT OF MONIES

SECTION 8.01. General Provisions. (a) Any monies held as part of any Fund or Account created under or pursuant to Article VI hereof including the Rebate Fund shall be invested or reinvested by the Trustee as continuously as reasonably possible in such Investment Securities as may be directed in writing by the City. All such investments shall at all times be a part of the Fund or Account in which the monies 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 monies 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. Monies in separate Funds and Accounts for the Bonds may not be commingled for the purpose of investment or deposit. Any investment losses shall be charged to the Fund or Account in which monies 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. Monies in any Fund or Account shall be invested in Investment Securities with a maturity date, or a redemption date that shall coincide as nearly as practicable with times at which monies 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 Registered Owners of the Bonds from time to time Outstanding that monies on deposit in any Fund or Account in connection with the Bonds, whether or not such monies 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, monies on deposit in any Fund or Account established in connection with the Bonds, whether or not such monies were derived from the proceeds of the sale of the Bonds or from any other source, will not be used in any manner which will cause the interest on the Bonds to become subject to federal income taxation

SECTION 8.02. Valuation of Investments. For the purpose of determining the amount in any Fund or Account, all Investment Securities credited to such Fund or Account shall be valued at the lesser of (a) the average of the bid and asked prices most recently published prior to the date of determination for those Investment Securities, the bid and asked prices of which are published on a regular basis in *The Wall Street Journal*, or, if not there, in *The New York Times*; or (b) the average bid price as of the date of determination by any two nationally recognized government securities dealers selected by the Trustee for those Investment Securities the bid and asked prices of which are not published on a regular basis as set forth in subsection (a) above; or (c) par value (plus, prior to the first payment of interest following purchase, the amount of any accrued interest paid as part of the purchase price) for Investment Securities which are certificates of deposit and bankers acceptances; or (d) for all other Investment Securities the lesser of cost or market value (exclusive of accrued interest paid as part of the purchase price after the first payment of interest following purchase); provided, however, that any repurchase agreements shall be valued, respectively, at the unpaid repurchase price or principal balance collectible pursuant thereto.

SECTION 8.03. Arbitrage Restrictions; Series 2022 Bonds to Remain Tax Exempt.

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

(b) Without limiting subsection (b) of Section 8.01 hereof, the Bank further covenants and agrees that it will not take any action or fail to take any action with respect to the investment of the proceeds of the Series 2022 Bonds, or with respect to the investment or application of any payments under the City Bond or any other agreement or instrument entered into in connection therewith or with the issuance of the Series 2022 Bonds, including but not limited to the obligation, if any, to rebate certain funds to the United States of America, which would result in constituting the Series 2022 Bonds arbitrage bonds within the meaning of such term as used in Section 148 of the Code. The Bank further agrees that it will not act in any other manner that would adversely affect the exclusion from gross income tax for federal income tax purposes of the interest on the Series 2022 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, Redemption Price, 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 monies or securities held by the Trustee for the payment of the principal of and interest on the Bonds.

Any Bond shall be deemed to be paid within the meaning of this Indenture when (a) payment of the principal of such Bond and interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Indenture or otherwise), either (1) shall have been made or caused to have been made in accordance with the terms thereof, or (2) 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) monies 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 monies to make such payment, or (C) a combination of such monies and Governmental Obligations, and (b) all necessary and proper fees and expenses of the Trustee pertaining to the Bonds, including the amount, if any, required to be rebated to the United States of America in accordance with the Tax Certificate and Section 6.09 hereof, with respect to which such deposit is made shall have been paid or deposited with the Trustee.

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

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

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

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

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

monies shall have been so deposited, shall be deposited in the General Account, as and when and collected for use and application as are other monies deposited in the General Account.

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

Upon the deposit with the Trustee or Escrow Agent, in trust, at or before maturity, of money or Governmental Obligations in the necessary amount to pay or redeem all Outstanding Bonds as aforesaid (whether upon or prior to their maturity or the redemption date of such Bonds), provided that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as 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 monies or Governmental Obligations deposited with the Trustee or Escrow Agent as aforesaid.

ARTICLE X.

DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDHOLDERS

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

- (a) Default in the due and punctual payment of any interest on any Bond; or
- (b) Default in the due and punctual payment of the principal or Redemption Price 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 monies 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 required time, and after notice thereof pursuant to, Section 10.10 hereof; or
- (f) A petition is filed against the Bank under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction whether now or hereafter in effect and is not dismissed within sixty (60) days after such filing; or
- (g) The Bank files a petition in voluntary bankruptcy or seeking relief under any provisions of any bankruptcy, reorganization, arrangement, insolvency, adjustment of debt, dissolution or liquidation law of any jurisdiction whether now or hereafter in effect, or consents to the filing of any petition against it under such law; or
- (h) The Bank is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt, or makes an assignment for the benefit of creditors, or a liquidator or trustee of the Bank or any of its property is appointed by court order or takes possession of such property and such order remains in effect or such possession continues for more than 60 days; or
- (i) Default in the due and punctual payment of any principal of, premium, if any and interest on the City Bond; or
- (j) The Bank for any reason shall be rendered incapable of fulfilling its obligations under this Indenture; or
- (k) There is an “event of default” under the City Bond Resolution.

SECTION 10.02. Remedies; Rights of Bondholders. Upon the occurrence of an Event of Default, the Trustee, except for Events of Default under Section 10.01(a), (b), (i) and (k), 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, Redemption Price, 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, 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 secured and/or indemnified as provided in Section 11.01(k) hereof, the Trustee shall be obligated to exercise 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 Registered Owners of a majority in aggregate principal amount of Bonds then Outstanding shall have the right, at any time during the continuance of an Event of Default, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such

direction shall not be otherwise than in accordance with the provisions of law, including the Act, and of this Indenture.

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 Monies. All monies received by the Trustee pursuant to any right or remedy given or action taken under the provisions of this Article (including monies 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 monies and of the expenses, liabilities and advances incurred or made by the Trustee and any other monies owed to the Trustee hereunder, be deposited in the General Account and all monies in such General Account shall be applied as follows:

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

FIRST - To the payment of any amount owed to the United States of America under the Tax Certificate;

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

THIRD - To the payment to the persons entitled thereto of the unpaid principal of any of the Bonds 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 monies are held pursuant to the provisions of this Indenture), in the order of their due dates, and, if the amount available shall not be sufficient to pay in full the principal of Bonds due on any particular date, together with such interest, then to such payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege; and

FOURTH - To be held for the payment to the persons entitled thereto as the same shall become due of the principal of and interest on the Bonds which may then become due either at maturity or upon call for redemption prior to maturity and, if the amount available shall not be sufficient to pay in full the principal of and interest on Bonds due on any particular date, such payment shall be made ratably according to the amount of principal and interest due on such date to the persons entitled thereto without any discrimination or privilege.

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such monies 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 monies are to be applied pursuant to the provisions of this Section, such monies shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard for the amount of such monies available for application and the likelihood of additional monies 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 monies 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 Bonds then Outstanding.

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

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

SECTION 10.09. Waivers of Events of Default. The Trustee may waive any Event of Default hereunder and its consequences, and shall do so upon the written request of the Registered 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 (i) any Event of Default in the payment of the principal of any Outstanding Bond at the date of maturity specified therein or (ii) 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 (iii) any Event of Default for nonpayment of Program Expenses; and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case the Bank, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, but no such waiver or recession shall extend to any subsequent or other Event of Default, or impair any rights consequent thereon.

SECTION 10.10. Notice of Defaults under Section 10.01(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, 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, 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 its Counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorney or firm of attorneys (who may be the attorney or firm of attorneys for the Bank or the Trustee), if selected in accordance with the standard specified above. The Trustee shall not be responsible for any loss or damage resulting from any action or non-action in good faith 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 may 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 to the effect that a resolution in the form therein set forth has been adopted by the Bank as conclusive evidence that such resolution has been duly adopted and is in full force and effect.

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

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

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

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

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

(l) All monies received by the Trustee shall, until used, applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law and this Indenture. The Trustee shall not be under any liability for interest on any monies received hereunder except such as may be agreed upon or in the case of its gross negligence or willful default.

(m) The Trustee for all purposes of this Indenture shall be deemed to be aware of any Event of Default in the payment of principal of or interest on any of the Bonds and any event of default in the payment of principal of and interest on the City Bond.

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 herein provided. All such fees and expenses shall be paid by the City. 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.

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 Registered Owners of at least twenty five percent (25%) of the aggregate principal amount of Bonds then Outstanding upon receiving security and/or indemnity 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 (a "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 or the City may object to such corporation or association becoming successor Trustee by filing written notice of such objection with the successor Trustee, and by mailing such notice to each Bondholder whereupon a successor or temporary Trustee shall be appointed in accordance with Section 11.07 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 Bond Register, 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 acceptable to the Bank and the City 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 (a) the City, or (b) the Registered Owners of a majority in aggregate principal amount of all Bonds then Outstanding or their attorneys-in-fact duly authorized. Notice of the removal of the Trustee shall be given in the same manner as provided in Section 11.05 hereof with respect to the resignation of the Trustee. So long as no Event of Default or an event which, with the passage of time would become an Event of Default, shall have occurred and be continuing, the Trustee may be removed at any time for cause by resolution or other official written action taken by the Bank and the City, with such written action to be filed with the Trustee.

SECTION 11.07. Appointment of Successor Trustee by the Bondholders; Temporary Trustee. In case the Trustee shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the owners of a majority in aggregate principal amount of all Bonds then Outstanding, by an instrument or concurrent instruments in writing signed by such owners, or by their attorneys in fact duly authorized, a copy of which shall be delivered personally or sent by registered mail to the Bank and the City. Nevertheless, in case of such vacancy, the Bank, with the prior written approval of the City, 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 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 shall deliver all securities, monies 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, if any.

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

(a) violation of any agreement, provision or condition of this Indenture, the City Bond, the Bonds or the City Bond Resolution except a violation by the Trustee 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 a tax certificate related thereto 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 approved by the Bank which approval shall not be unreasonably withheld. The Bank shall not be liable to indemnify any person for any settlement of any such action effected without its consent.

The provisions of this Section 11.09 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 Bond 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 bond registrar and paying agent for principal of, Redemption Price, and interest on the Bonds, and the successor Trustee shall become such Trustee, bond 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 so determined, to add to this Indenture or any indenture supplemental hereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939 or similar federal statute;
- (e) To evidence the appointment of a separate or co-trustee or the succession of a new Trustee hereunder or the succession of a new registrar and/or paying agent; and
- (f) In connection with the issuance of Refunding Bonds.

SECTION 12.02. Supplemental Indentures Requiring Consent of Bondholders.

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

If at any time the Bank shall request the Trustee to enter into any such Supplemental Indenture for any of the purposes set forth in this Section, the Trustee shall, upon being satisfactorily secured and/or indemnified with respect to expenses, cause notice of the proposed execution of such Supplemental Indenture to be mailed by registered or certified mail to each owner of a Bond at the address shown on the Bond Register. 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 then Outstanding at the time of the execution of any such Supplemental Indenture (exclusive of Bonds held by the Bank) shall have consented to and approved the execution of such Supplemental Indenture, 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 an agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken by it or them under such request or other instrument, namely:

(a) The fact and date of the execution by any person of any such writing may be proved (1) 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 (2) by an affidavit of any witness to such execution.

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

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

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

SECTION 13.04. Notices. Any notice, request, complaint, demand, communication or other paper shall be sufficiently given when delivered or mailed by registered or certified mail, postage prepaid, or sent by telegram, addressed to the appropriate Notice Address. A duplicate copy of each notice required to be given hereunder by the Trustee or the Bank to the City, the Lender or the Placement Agent shall also be given to the others. The Bank, the Trustee, the City, the Lender and the Placement Agent 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 bond 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 or the date fixed for redemption.

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

SECTION 13.08. Receipt of Money or Revenues by Trustee. The Trustee is an authorized agent of the Bank for purposes of receiving money and Revenues on behalf of the Bank in accordance with the provisions of this Indenture.

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 This Page Intentionally Left Blank; signatures to follow]

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

(SEAL)

MISSISSIPPI DEVELOPMENT BANK

By _____
Executive Director

ATTEST:

By _____
Secretary

_____, as Trustee

By _____
Trust Officer

**EXHIBIT A
FORM OF CITY BOND**

NO. R-1

THIS CITY BOND HAS BEEN ASSIGNED TO _____, JACKSON, MISSISSIPPI, AS TRUSTEE, UNDER A TRUST INDENTURE, DATED AS OF _____, 2022, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND SAID TRUSTEE. THIS CITY BOND IS REGISTERED IN THE NAME OF SAID TRUSTEE AND IS NON-TRANSFERABLE EXCEPT AS PERMITTED IN SAID INDENTURE.

**UNITED STATES OF AMERICA
STATE OF MISSISSIPPI**

**CITY OF DIAMONDHEAD, MISSISSIPPI
GENERAL OBLIGATION BOND, SERIES 2022
(CAPITAL IMPROVEMENTS PROJECT)**

REGISTERED OWNER: _____, AS TRUSTEE

AMOUNT: _____ MILLION DOLLARS (_____)

City of Diamondhead, Mississippi (the “**City**”), a political subdivision of the State of Mississippi (the “**State**”) organized and existing under the Constitution and laws of the State, for value received, hereby promises to pay, to the registered owner hereof, upon the presentation and surrender hereof at the office of _____ in Jackson, Mississippi, or its successor, as paying and transfer agent (the “**Paying Agent**”), the principal amount identified above in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts, and to pay to the registered owner hereof by check or draft mailed to the registered owner at his address as it appears on the bond registration records of the City, interest on said principal sum from the date hereof, with all said principal, premium, if any, and interest payments under this City Bond (as hereinafter defined) to be payable in accordance with the terms and conditions of the City Bond Resolution (as hereinafter defined).

This City Bond is a general obligation bond of the City in the aggregate principal amount of _____ Million Dollars (_____) (herein called this “**City Bond**”) and is duly authorized to be issued under the authority of the Constitution and statutes of the State, including Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time, and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (collectively, the “**Act**”), and by the further authority of duly adopted resolutions of the Board of Supervisors of the City, including resolutions adopted on June 7, July 19 and September 6, 2022 (collectively, the “**City Bond Resolution**”). This City Bond is issued to provide funds to pay (i) constructing, maintaining, reconstructing, improving, and repairing roads and streets and acquiring rights-of-way therefore if necessary; (ii) erecting, repairing, improving, extending or maintaining waterworks or water distribution systems, and repairing, improving and extending the same; (iii) establishing erecting, repairing, improving, extending or maintaining sanitary, storm, drainage or sewerage systems; (iv) constructing, maintaining, reconstructing, improving, and repairing bridges and culverts; and (v) for other

authorized purposes under the Act, including funding capitalized interest, if applicable and paying the costs of borrowing.

The City will duly and punctually pay the principal of, redemption premium, if any, and interest on the 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 2022 (City of Diamondhead, Mississippi General Obligation Bond Project) (the “**Mississippi Development Bank Bonds**”), outstanding under the Trust Indenture, dated _____, 2022, (the “**Mississippi Development Bank Indenture**”), by and between the Mississippi Development Bank and _____, Jackson, Mississippi, as trustee (the “**Mississippi Development Bank Indenture Trustee**”) at least five (5) Business Days prior to when such amounts are due whether upon a scheduled interest payment date, at maturity or by redemption 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 issued and secured.

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, redemption premium, if any, and interest on this City Bond as the same becomes due. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of the tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to time, rate or amount; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the City on or prior to September 1 of that year has transferred money to the Bond Fund (as defined in the City Bond Resolution), or has made other provisions for funds, to be applied toward the payment of the principal of and interest on this City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the City Bond Resolution. The avails of said tax are hereby irrevocably pledged for the payment of the principal of and interest on this 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 this City Bond in any subsequent year to have adequate taxes levied and collected to meet the obligations of this City Bond, as to principal of, redemption 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 Mississippi Development Bank Indenture Trustee under the Mississippi Development Bank Indenture. This City Bond is registered in the name of the Mississippi Development Bank Indenture Trustee and is non-transferable except as provided in the Mississippi Development Bank Indenture.

The City and the Paying Agent may deem and treat the person in whose name this City Bond is registered as the absolute owner hereof, whether this City Bond shall be overdue or not, for the purpose of receiving payment of the principal of, redemption 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 or paid, and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

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

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

The holder of this City Bond shall have no right to enforce the provisions of the City Bond Resolution or to institute any action to enforce the covenants therein, or to take any action with respect to any event of default under the City Bond Resolution, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as specifically provided in the City Bond Resolution.

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

All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the City Bond Resolution.

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 authentication endorsed hereon shall have been signed by the Paying Agent.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that all conditions, acts and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of 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, City of Diamondhead, Mississippi has caused this City Bond to bear the manual signature of the Mayor of the City and attested by the manual signature of the Clerk of the City all as of the 30th day of June 2022.

(SEAL)

CITY OF DIAMONDHEAD, MISSISSIPPI

By _____
Mayor

ATTEST:

By _____
City Clerk

CERTIFICATE OF AUTHENTICATION

This City Bond is the City Bond described in and issued under the provisions of the within mentioned City Bond Resolution.

_____, **as Transfer Agent**

By _____
Authorized Signature

Date of Authentication: _____, 2022

STATE OF MISSISSIPPI**COUNTY OF HANCOCK**

I, the undersigned Chancery Clerk of Hancock, Mississippi, do hereby certify that the within City Bond has been duly registered by me as an obligation of said City pursuant to law in a record kept in my office for that purpose, and has been validated and confirmed by Decree of the Chancery Court of Hancock, Mississippi, rendered on the ____ day of _____ 2022.

(SEAL)

Chancery Clerk of Hancock, Mississippi

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ (please print or typewrite name and address of transferee) _____ the within City Bond and all rights and title thereunder, and hereby irrevocably constitutes and appoints _____ as attorney to transfer the within City Bond on the records kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature guaranteed:

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

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

CITY BOND PURCHASE AGREEMENT

THIS CITY BOND PURCHASE AGREEMENT (this "**Agreement**"), dated as of _____, 2022, by and between the **MISSISSIPPI DEVELOPMENT BANK** (the "**Bank**"), a public body corporate and politic of the State of Mississippi (the "**State**"), created pursuant to the provisions of Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "**Act**"), and **CITY OF DIAMONDHEAD, 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 Diamondhead, Mississippi General Obligation Bond, Series 2022 (Capital Improvements Project) in the principal amount of Six Million Dollars (\$6,000,000) (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 adopted a resolution on September 14, 2022 approving a Trust Indenture (the "**Indenture**"), dated as of _____, 2022, by and between the Bank and _____, as trustee (the "**Trustee**"), and authorizing the issuance of its Mississippi Development Bank Special Obligation Bonds, Series 2022 (City of Diamondhead, Mississippi General Obligation Bond Project) in the aggregate principal amount of Six Million Dollars (\$6,000,000) (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 to the Bank the City Bond at the purchase price of \$_____.00 (representing the par amount of the City Bond of \$6,000,000, less \$_____.00 retained by the Trustee under the Indenture and deposited to the Bond Issuance Expense Account of the General Fund to pay the costs of issuance of the City Bond and the Bank Bonds). The amount of such purchase price will be distributed immediately to the City, all as provided under the terms of this Agreement and that certain bond resolution (the "**City Bond Resolution**") adopted on September 6, 2022, pursuant to which the City will issue the City Bond. The terms of the City Bond are set forth in the City Bond Resolution and incorporated herein by reference.

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

3. To the extent the Bank Bonds are subject to the rebate requirements as set forth in Section 148(f) of the Internal Revenue Code of 1986, as amended, and the Regulations promulgated thereunder (the "**Rebate Requirement**"), the City agrees to pay to the Bank for prompt payment to or to provide evidence to the Bank of payment to, the United States of America of the Rebate Requirement resulting from the investment of moneys held by the City that constitute gross proceeds of the 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 Indenture and the City Bond Resolution and registered in the name of as the Trustee, as the assignee of the Bank, the City shall furnish to the Bank a transcript of proceedings and opinions of Butler Snow LLP ("**Bond Counsel**") and Derek Cusick, PLLC, Gulfport, Mississippi (the "**City's Counsel**") satisfactory to the Bank which shall set forth, among other things, an unqualified approval of Bond Counsel and the City's Counsel in connection with the City Bond. The City shall bear the cost of such opinions which cost shall be paid out of the Bond Issuance Expense Account of the General Fund under the Indenture.

5. The City and the Bank agree that the City Bond and the payments to be made thereon shall 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 any of the City Bond remains outstanding annual financial reports, audit reports and such other financial information as is reasonably requested by the Bank and as required by the Indenture.

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

8. If the Bank does not execute a Private Placement Agreement for the sale of the Bank Bonds on or before _____, 2022 and deliver the Bank Bonds and receive payment therefor on or before _____, 2022, the City may rescind this Agreement by giving written notice of such rescission to the Executive Director of the Bank. The Bank is obligated to purchase the City Bond solely from proceeds of the Bank Bonds.

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

10. The City has reviewed a draft of the Indenture as of the date hereof and approves the terms thereof and agrees to take all actions required of it thereunder.

11. 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.

12. 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.

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

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

(SEAL)

MISSISSIPPI DEVELOPMENT BANK

By _____
Executive Director

ATTEST:

By _____
Secretary

(SEAL)

CITY OF DIAMONDHEAD, MISSISSIPPI

By _____
Mayor

PRIVATE PLACEMENT AGREEMENT

This **PRIVATE PLACEMENT AGREEMENT**, dated _____, 2022 (this "**Placement Agreement**"), is by and among the **MISSISSIPPI DEVELOPMENT BANK** (the "**Bank**"), a public body corporate and politic of the State of Mississippi (the "**State**") exercising essential public functions, **CITY OF DIAMONDHEAD, MISSISSIPPI** (the "**City**"), a body politic existing under the Constitution and laws of the State, and **CREWS & ASSOCIATES, INC.**, Memphis, Tennessee (the "**Placement Agent**").

WITNESSETH:

WHEREAS, pursuant to the provisions of a resolution adopted on September 6, 2022 (the "**City Bond Resolution**"), the Mayor and City Council of the City, acting for and on behalf of the City, have authorized the issuance of the City's General Obligation Bond, Series 2022 (the "**City Bond**"), in a principal amount of not to exceed \$6,000,000 and the sale thereof to the Bank; and

WHEREAS, the City Bond is being issued for the purpose of providing financing for (i) constructing, maintaining, reconstructing, improving, and repairing roads and streets and acquiring rights-of-way therefore if necessary; (ii) erecting, repairing, improving, extending or maintaining waterworks or water distribution systems, and repairing, improving and extending the same; (iii) establishing erecting, repairing, improving, extending or maintaining sanitary, storm, drainage or sewerage systems; (iv) constructing, maintaining, reconstructing, improving, and repairing bridges and culverts; and (v) for other authorized purposes under Section 21-33-301 *et seq.* of the Mississippi Code of 1972, as amended from time to time (the "**City Act**"), including funding capitalized interest, if applicable and paying the costs of borrowing (the "**City Bond Project**"); and

WHEREAS, pursuant to the terms and provisions of a Trust Indenture, dated as of _____, 2022 (the "**Indenture**"), by and between the Bank and Trustmark National Bank, Jackson, Mississippi, as trustee (the "**Trustee**"), the Bank will issue its \$____,000,000 Special Obligation Bonds, Series 2022 (City of Diamondhead, Mississippi General Obligation Bond Project) (the "**Bonds**") to provide funds to purchase the City Bond, and to pay the costs incident to the sale and issuance of the Series 2022 Bonds and the City Bond (the "**Project**"); and

WHEREAS, the Series 2022 Bonds are more fully described in the Indenture and in Schedule I attached hereto; and

WHEREAS, the Bank has employed the Placement Agent to act as its agent in connection with the private placement of the Series 2022 Bonds.

NOW, THEREFORE, for and in consideration of the covenants herein made, and upon the terms and subject to the conditions herein set forth, the parties hereto agree as follows:

Section 1. Definitions. All capitalized terms used herein and not otherwise herein defined shall have the meanings ascribed to them in the Indenture and the City Bond Resolution.

Section 2. Appointment of Placement Agent. Pursuant to the Indenture, the City Bond Resolution and this Placement Agreement, the Bank and the City hereby appoint the Placement Agent as exclusive placement agent with respect to the Series 2022 Bonds, and the Placement Agent hereby accepts such appointment, with such duties as described herein, in the Indenture and in the City Bond Resolution.

Section 3. Placement of the Series 2022 Bonds. The Placement Agent hereby agrees, as the agent of the Bank and the City, to place the Series 2022 Bonds with _____ (the “**Purchaser**”), pursuant to the terms set forth in the Purchaser’s Term Sheet, attached hereto as Schedule II. The Purchaser is to purchase the Series 2022 Bonds at the respective prices as set forth in Schedule III (the “**Purchase Price**”). It is understood that the purchase of the Series 2022 Bonds by the Purchaser is subject to (a) receipt by the Placement Agent of an opinion of Butler Snow LLP, Ridgeland, Mississippi (“**Bond Counsel**”) to the effect that the Series 2022 Bonds constitute legal, valid and binding limited obligations of the Bank enforceable in accordance with the terms thereof and are payable from and secured only by the certain payments and funds to be received by the Bank and the Trustee and pledged to the Series 2022 Bonds under the Indenture, and to the effect that the interest on the Series 2022 Bonds is exempt from federal and State of Mississippi income taxes under existing laws, regulations, rulings and judicial decisions; (b) the delivery of certificates in form and tenor satisfactory to the Placement Agent and the Purchaser evidencing the proper execution and delivery of the Series 2022 Bonds and receipt of payment therefor, including a statements of the Bank and the City, dated as of the date of such delivery, to the effect that there is no litigation pending or, to the knowledge of the signer or signers thereof, threatened relating to the issuance, sale and delivery of the Series 2022 Bonds or the City Bond; and (c) satisfaction of other conditions specified in the Indenture and the City Bond Resolution. The Placement Agent shall be required to deposit or cause the Purchaser to deposit the Purchase Price with the Trustee on or before _____, 2022 (the “**Closing Date**”), as set forth in Schedule III attached hereto. Subject to the acquisition of the Series 2022 Bonds by the Purchaser, the Trustee will pay \$_____ from the proceeds of the Series 2022 Bonds or from other funds of the City to the Placement Agent for its Placement Agent Fee (the “**Placement Agent Fee**”) on or after the Closing Date. The Series 2022 Bonds will be placed on the Closing Date with the Purchaser in accordance with the exemptions set forth in Rule 15c-12 of the Securities and Exchange Commission.

Section 4. Tax Exemption. Bond Counsel will deliver an opinion to the effect that interest on the Series 2022 Bonds is excludable from gross income for federal income tax purposes under existing statutes, regulations, rulings and court decisions.

Section 5. Payment to the City. The Placement Agent agrees that it will fund or cause the Purchaser to directly fund the Purchase Price in immediately available funds pursuant to directions of the City on the Closing Date. If the Placement Agent or Purchaser do not transfer to the Trustee the Purchase Price of the Series 2022 Bonds to be acquired by it or the Purchaser otherwise refuse to acquire the Series 2022 Bonds, the Placement Agent will use its reasonable best efforts to arrange for substitute Purchaser for the Series 2022 Bonds on the terms set forth in Section 3.

Section 6. Limitation. Nothing contained in this Placement Agreement shall obligate the Placement Agent to purchase the Series 2022 Bonds in the event the Purchaser fail to pay the Purchase Price of the Series 2022 Bonds or in the event the Placement Agent is unable to arrange for the purchase of the Series 2022 Bonds.

Section 7. Fees and Expenses. The Placement Agent Fee set forth herein represents the total compensation due to the Placement Agent for its services under this Placement Agreement.

The City is responsible for all other expenses and fees due in connection with the sale, delivery and issuance of the Series 2022 Bonds which are to be paid from the balance of the proceeds of the Series 2022 Bonds not utilized for the Project or from other funds of the City.

Section 8. Obligations of Placement Agent. The Bank and the City acknowledge and agree that this Placement Agreement does not constitute a guarantee by the Placement Agent

to arrange the placement of the Series 2022 Bonds. It is understood that the Placement Agent's obligations under this Placement Agreement are to use reasonable efforts throughout the term of this Placement Agreement to perform the services described herein. The Bank and the City acknowledge and agree that the Placement Agent is being retained to act solely as placement agent for the Series 2022 Bonds, and not as an agent, advisor or fiduciary to the Bank or the City, and that this Placement Agreement is not intended to confer rights or benefits on any member, affiliate, shareholder or creditor of the Bank or the City or any other person or entity or to provide the Bank or the City or any other person with any assurances that the transaction will be consummated.

The Placement Agent shall act as an independent contractor under this Placement Agreement, and not in any other capacity, including as a fiduciary. The Bank and the City acknowledge and agree that: (i) the transaction contemplated by the Placement Agreement is an arm's length, commercial transaction among the Bank, the City and the Placement Agent in which the Placement Agent is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the Bank or the City; (ii) the Placement Agent has not assumed any advisory or fiduciary responsibility to the Bank or the City with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Placement Agent has provided other services or is currently providing other services to the City on other matters); (iii) the only obligations the Placement Agent has to the Bank or the City with respect to the transaction contemplated hereby expressly are set forth in this Placement Agreement; and (iv) the Bank and the City have consulted their own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

Section 9. Governing Law. This Placement Agreement shall be governed by and construed in accordance with the laws of the State.

Section 10. Counterparts. This Placement Agreement may be executed in one or more counterparts, each of which shall be an original and all of which, when taken together, shall constitute but one and the same instrument.

Section 11. Binding Effect. This Placement Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns, except that no party hereto may assign any of its rights or obligations hereunder without the consent of the other party.

Section 12. Investor Letter. The Purchaser shall execute an Investor Letter in substance and in force attached hereto as Schedule IV.

Section 13. DTC and CUSIPs; No Rating or Offering Document. The Series 2022 Bonds shall NOT be registered with the Depository Trust Company, New York, New York and not assigned CUSIPs. The Series 2022 Bonds shall not be (i) assigned a separate rating by any municipal securities agency, or (ii) issued pursuant to any type of offering document or official statement.

IN WITNESS WHEREOF, the parties hereto have caused this Placement Agreement to be executed by their respective duly authorized representatives as of the day and year first above written.

**CREWS & ASSOCIATES, INC., as
Placement Agent**

By: _____
Managing Director

MISSISSIPPI DEVELOPMENT BANK

By: _____
Executive Director

ATTEST:

By: _____
Secretary

(SEAL)

CITY OF DIAMONDHEAD, MISSISSIPPI

(SEAL)

By: _____
Mayor, Board of Supervisors

ATTEST:

By: _____
City Clerk

SCHEDULE I

(to come)

REDEMPTION PROVISIONS

If the City directs the Bank to redeem Series 2022 Bonds pursuant to the City Bond Resolution, the Bank has agreed under the Indenture to accept redemption and redeem the Series 2022 Bonds as follows.

(a) **Optional Redemption.** On or after _____ 1, 20____, the Series 2022 Bonds are subject to optional redemption in whole or in part, in principal amounts and maturities selected by the City on any date, at par, plus accrued interest to the date of redemption. Partial redemptions shall be applied to installments of principal in inverse order of their respective due dates.

(b) **Mandatory Sinking Fund Redemption.**

The Series 2022 Bonds maturing _____ 1, 20____ are subject to mandatory sinking fund redemption, in part, prior to maturity, or redemption, in whole, as otherwise provided in the Indenture on each _____ 1, in each of the years set forth below, at one hundred percent (100%) of the principal amount so redeemed or paid, plus accrued interest as set forth below:

\$ _____
Term Bond Maturing _____ 1, 20____

Year	Principal Amount
-------------	-------------------------

*** Final Maturity**

SCHEDULE II

TERM SHEET

SCHEDULE III

PURCHASE PRICE

Par Amount of Series 2022 Bonds

Total Purchase Price

**PURCHASE PRICE DUE TO MISSISSIPPI
DEVELOPMENT BANK**

Deposit to General Fund, Bond Issuance
Expense Account

Deposit to General Fund, Purchase Account

TOTAL

SCHEDULE IV

FORM OF INVESTOR LETTER

_____, 2022

Mississippi Development Bank
Jackson, Mississippi

Mayor and City Council
City of Diamondhead, Mississippi

Butler Snow LLP
Ridgeland, Mississippi

Crews & Associates, Inc.
Memphis, Tennessee

Re: \$_____,000 Mississippi Development Bank Special Obligation Bonds, Series 2022 (City of Diamondhead, Mississippi General Obligation Bond Project)

Ladies and Gentlemen:

The undersigned, a duly authorized officer of _____ (the “**Purchaser**”), hereby certifies and acknowledges that in connection with the purchase by it of a portion of the \$_____,000 Mississippi Development Bank Special Obligation Bonds, Series 2022 (City of Diamondhead Mississippi General Obligation Bond Project) (the “**Series 2022 Bonds**”), that:

1. The Purchaser has reviewed and agrees to the terms and provisions set forth in the Series 2022 Bonds, the Trust Indenture, dated _____, 2022 (the “**Indenture**”), by and between the Mississippi Development Bank and Trustmark National Bank, Jackson, Mississippi, as trustee and the resolution adopted by the Mayor and City Council of City of Diamondhead, Mississippi (the “**City**”) on September 6, 2022 (the “**Bond Resolution**”).

2. The Purchaser has, without reliance on others, conducted its own investigations, to the extent it deems satisfactory or sufficient, into matters relating to the business, properties, management, and financial position and results of operations of the City in connection with the issuance by the City of the Series 2022 Bonds; it has received such information concerning the City as it deems to be necessary in connection with its purchase of the Series 2022 Bonds and the payment of the Series 2022 Bonds by the City; and during the course of this transaction and prior to the purchase of the Series 2022 Bonds, it has been provided with the opportunity to ask questions of and receive answers from representatives of the City concerning the terms and conditions of the offering of the Series 2022 Bonds, and to obtain any additional information needed in order to verify the accuracy of the information obtained.

3. The Purchaser has sufficient knowledge and experience in financial and business matters, including purchase and ownership of taxable and tax-exempt municipal and other obligations, to be able to, without reliance on others, evaluate the risks and merits of the investment represented by the purchase of the Series 2022 Bonds.

4. The Purchaser is aware that certain economic and political variables could affect the security of its investment in the Series 2022 Bonds and the ability of the City to pay the

debt service on the Series 2022 Bonds and the Purchaser is able to bear the economic risks of such investment.

5. The Purchaser is an institutional “accredited investor” as defined in Regulation D promulgated under the Securities Act of 1933, as amended (the “**1933 Act**”) and/or a “qualified institutional buyer” within the meaning of Rule 144A under the 1933 Act.

6. The Purchaser hereby certifies that it is purchasing the Series 2022 Bonds for its own account as evidence of a privately placed and negotiated sale of the Series 2022 Bonds and not for resale at a profit, and that it is its present intention to hold the Series 2022 Bonds to maturity or earlier redemption in accordance with Rule G-34 of the Municipal Securities Rulemaking Board; provided, however, that the Purchaser reserves the right to sell participation interests in or otherwise dispose of the Series 2022 Bonds in the future as it chooses. The Purchaser agrees that it will not sell, transfer, assign, or otherwise dispose of the Series 2022 Bonds or such ownership interests therein (a) unless it obtains from the purchaser and delivers to the City either (i) a letter similar in form and substance to this letter, or (ii) a written acknowledgement that such purchaser is either (1) an institutional “accredited investor” within the meaning of Rule 501(a) promulgated under the 1933 Act, or (2) a “qualified institutional buyer” as defined in Rule 144A promulgated under the 1933 Act; and (b) except in compliance with the applicable provisions of the 1933 Act, the Securities Exchange Act of 1934, as amended (the “**1934 Act**”), any rules and regulations promulgated under either the 1933 Act or the 1934 Act, and the applicable securities laws of any other jurisdiction, and in connection therewith, the Purchaser agrees that it shall furnish to any purchaser of the Series 2022 Bonds all information required by applicable law.

7. The Purchaser acknowledges that it has not been provided with any information from Butler Snow LLP (“**Bond Counsel**”), other than Bond Counsel's Reliance Opinion or Crews & Associates, Inc. (the “**Placement Agent**”) and has not in any way relied upon Bond Counsel or the Placement Agent for information about the City in connection with its purchase of the Series 2022 Bonds.

8. The Purchaser acknowledges that no application for a rating for the Series 2022 Bonds from a nationally recognized rating agency has been made and none is expected to be made.

9. The Purchaser has been informed and understands that (a) no official statement has been prepared in connection with the sale and delivery of the Series 2022 Bonds, (b) the Series 2022 Bonds are not subject to any continuing disclosure undertaking pursuant the SEC Rule 15c-2(12) and (c) the Series 2022 Bonds shall not be assigned a separate rating by any municipal securities rating agency.

10. The Purchaser acknowledges that the Series 2022 Bonds do not constitute a debt of the State of Mississippi or any political subdivision thereof except for the City. The Series 2022 Bonds represent a pledge of the full faith, credit and taxing power of the City as more particularly described in the Series 2022 Bonds and the Bond Resolution.

11. The representations in this Investor Letter shall not relieve the City from any obligation to disclose any information required by applicable law.

12. This Investor Letter will constitute an agreement with respect to the matters herein contained as of the date hereof and is expressly for the benefit of the City, Bond Counsel and the Placement Agent, and may not be relied upon by any other party.

13. The Purchaser represents and warrants that the execution of this Investor Letter has been duly authorized by the Purchaser and that the Investor Letter has been duly executed by an authorized officer thereof.

14. The Purchaser and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. With respect to this letter and any other information, materials or communications provided by the Purchaser: (a) the Purchaser and its representatives are not recommending an action to any municipal entity or obligated person; (b) the Purchaser and its representatives are not acting as an advisor to any municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the 1934 Act and the related final rules (the “**Municipal Advisor Rules**”), to any municipal entity or obligated person with respect to this letter, any other information, materials or communications; (c) the Purchaser and its representatives are acting for their own interests; and (d) the City has been informed that it should discuss this letter and any such other information, materials or communications with any and all internal and external advisors and experts that the City deems appropriate before acting on this letter or any such other information, materials or communication.

15. In connection with the Purchaser's purchase of the Series 2022 Bonds: (a) the Purchaser is acting in an arm's length commercial transaction; (b) the Purchaser and its representatives and affiliates have financial and other interests that differ from those of the City; (c) the Purchaser is purchasing the Series 2022 Bonds for its own account in its normal and customary business practice; and (d) if the City would like a municipal advisor in this transaction that has legal fiduciary duties to it, it is free to engage a municipal advisor to serve in that capacity. In entering into the transaction evidenced by the Series 2022 Bonds, the Purchaser is relying on the “bank exemption” to the Municipal Advisor Rules.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the Purchaser has hereunto set its hand as of this ____ day of
____ 2022.

_____, **as Purchaser**

By _____

Title _____

[Signature Page to Investor Letter]

S-III

A TEXT AMENDMENT TO THE ZONING ORDINANCE AMENDING
Article XII – Architectural Standards

A resolution of the Mayor and City Council of the City of Diamondhead amending Ordinance
No. 2012-019 Article 12.8.1 – Architectural Compatibility.

WHEREAS, the proposed text amendment is as follows: **Article 12.8.1 – Architectural Compatibility**, add sub-section D. Any developer, builder and/or person who develops and plats subdivisions shall submit the facades (elevations) for all sides of the structure depicting the above building design items listed in 12.8.1 C. This information shall be submitted before any building permits are reviewed and issued. Based on the number of proposed platted lots, the developer, builder and/or person shall submit the minimum number of required different facades in sufficient detail to determine compatibility with the surrounding neighborhood.

Number of lots	Required Facades
1-10	5
11-20	10
21-30	15
31-40	20
40 plus	25

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY,
that the City Council adopted the proposed text amendment as stated above.

I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING RESOLUTION WAS
ADOPTED IN THE AFFIRMATIVE BY THE FOLLOWING VOTE OF COUNCIL OF THE
CITY OF DIAMONDHEAD ON THE 6TH DAY OF SEPTEMBER, 2022.

	Aye	Nay	Absent
Councilmember Finley	_____	_____	_____
Councilmember Liese	_____	_____	_____
Councilmember Cumberland	_____	_____	_____
Councilmember Clark	_____	_____	_____
Councilmember Maher	_____	_____	_____
Mayor Depreo	_____	_____	_____

MAYOR NANCY DEPREO

ATTEST: _____
Jeannie Klein, City Clerk



TO: Mayor, City Council and City Manager

FROM: J. Pat Rich, Development Coordinator *J. Pat Rich*

DATE: August 31, 2022

SUBJECT: Recommendation from Planning Commission Text Amendment Required Number of Facades

The City of Diamondhead represented by Ronald Jones, Building Official, has filed an application requesting a text amendment in accordance with the Zoning Ordinance Article 2.8 Amendment (Rezoning) Procedure. The proposed text amendment is the requirement to submit the facades of proposed structures to determine compatibility. The proposed changes will be in Article 12.8.1 Architectural Compatibility adding sub-section D. The Case File Number is 202200360.

Add text Article 12.8.1 D:

D. Any developer, builder and/or person who develops and plats subdivisions shall submit the facades (elevations) for all sides of the structure depicting the above building design items listed in 12.8.1 C. This information shall be submitted before any building permits are reviewed and issued. Based on the number of proposed platted lots, the developer, builder and/or person shall submit the minimum number of required different facades in sufficient detail to determine compatibility with the surrounding neighborhood.

Number of lots	Required Plans Facades*
1-10	5
11-20	10
21-30	15
31-40	20
40 plus	25

*Editorial change to clean up language.

At its regularly scheduled meeting on August 23, 2022, the Planning Commission voted 7-0 to recommend approving the Text Amendment.

12.8. SINGLE-FAMILY RESIDENTIAL DISTRICTS.

12.8.1 Architectural Compatibility.

To ensure architectural compatibility with homes in the immediate vicinity of the building site, building design shall be in keeping with the design patterns and architectural features that exist in the immediate vicinity.

- A. The immediate vicinity shall include an area within the same zoning district and a 500' radius of the building site.
- B. If no buildings exist within the immediate vicinity, then 10 homes within the same zoning district and similarly situated as the proposed building site shall be selected from within the City of Diamondhead. Similarly situated shall mean houses which have a similar location and characteristics as that which is proposed. Examples of similar location and characteristics include, but are not limited to, golf course orientation, water frontage, airport access, attached vs. detached units, square footage, etc. The 10 homes shall be utilized as a compatibility guide to determine compliance with Section 12.8.1(C).
- C. Building design shall conform to the prevailing pattern and materials within the immediate vicinity. The following items shall be used to determine compatibility:
 - i. Roof pitch.
 - ii. Roofing materials.
 - iii. Exterior finishes and materials.
 - iv. Garage orientation.
 - v. Landscaping.
 - vi. Color scheme.
 - vii. Mailbox design and construction.
 - viii. Driveway and walkway materials.
 - ix. Porches, dormers, or other features.
 - x. Building orientation.
- D. Any developer, builder and/or person who develops and plats subdivisions shall submit the facades (elevations) for all sides of the structure depicting the above building design items listed in 12.8.1 C. This information shall be submitted before any building permits are reviewed and issued. Based on the number of proposed platted lots, the developer, builder and/or person shall submit the minimum number of required different facades in sufficient detail to determine compatibility with the surrounding neighborhood.

Number of lots	Required Facades
1-10	5
11-20	10
21-30	15
31-40	20
40 plus	25

12.8.2. General Design Characteristics.



Commissioner Flowers
 Commissioner Layel
 Commissioner Debrow
 Commissioner Torguson
 Commissioner Hector

AGENDA PLANNING AND ZONING COMMISSION

Tuesday, August 23, 2022

6:00 PM CST

Council Chambers, City Hall
 and via teleconference, if necessary

Call to Order

Statement of Purpose

1. May our decisions today be made with wisdom, careful deliberation and in the best interest of the City of Diamondhead. May we display patience and kindness in our dealings with each other and all who are in attendance and may any decisions made today promote the health, safety and welfare of the citizens of Diamondhead and the enhancement of the City as a whole.

Pledge of Allegiance

Roll Call

Confirmation or Adjustments to Agenda

Approval of Minutes

2. Approval of June 28, 2022 minutes.

New Business

3. The City of Diamondhead represented by Ronald Jones, Building Official, has filed an application requesting a text amendment in accordance with the Zoning Ordinance Article 2.8 Amendment (Rezoning) Procedure. The proposed text amendment is the requirement to submit the facades of proposed structures to determine compatibility. The Case File Number is 202200360. The proposed changes will be in Article 12.8.1 Architectural Compatibility adding sub-section D. Add text Article 12.8.1 D. Any developer, builder and/or person who develops and plats subdivisions shall submit the facades (elevations) for all sides of the structure depicting the above building design items listed in 12.8.1 C. This information shall be submitted before any building permits are reviewed and issued. Based on the number of proposed platted lots, the developer, builder and/or person shall submit the minimum number of required different facades in sufficient detail to determine compatibility with the surrounding neighborhood.

Number of lots	Required Plans
1-10	5 <i>facades</i>
11-20	10
21-30	15
31-40	20
40 plus	25

**NOTICE OF PUBLIC HEARING
PLANNING AND ZONING COMMISSION
DIAMONDHEAD, MS**

The City of Diamondhead represented by Ronald Jones, Building Official, has filed an application requesting a text amendment in accordance with the Zoning Ordinance Article 2.8 Amendment (Rezoning) Procedure. The proposed text amendment is the requirement to submit the facades of proposed structures to determine compatibility. The proposed changes will be in Article 12.8.1 Architectural Compatibility adding sub-section D. The Case File Number is 202200360.

Add text Article 12.8.1 D:

D. Any developer, builder and/or person who develops and plats subdivisions shall submit the facades (elevations) for all sides of the structure depicting the above building design items listed in 12.8.1 C. This information shall be submitted before any building permits are reviewed and issued. Based on the number of proposed platted lots, the developer, builder and/or person shall submit the minimum number of required different facades in sufficient detail to determine compatibility with the surrounding neighborhood.

Number of lots	Required Plans
1-10	5
11-20	10
21-30	15
31-40	20
40 plus	25

In accordance with Article 2.8.2, the City Council shall have jurisdiction with respect to all Text Amendments and Rezoning. The Planning Commission shall review and submit a recommendation to the City Council on Text Amendments and Rezoning.

The Planning and Zoning Commission will consider this application at its next regularly scheduled meeting on **Tuesday, August 23, 2022, at 6:00 p.m.** The public hearing will be held at Diamondhead City Hall in the Council Chambers at 5000 Diamondhead Circle in Diamondhead, MS 39525. Interested members of the public are invited to attend. This meeting will also be live streamed for your convenience on:
<https://www.youtube.com/channel/UCeVCwwZhvNqXCWXPczIOoMQ/featured>

If you have any questions or comments or would like to review the application, you may contact the Building Department at the above address and/or at 228-242-1613.

City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525



Office 228-222-4626
Fax 228-222-4390
www.Diamondhead.ms.gov

Text amendment

APPLICATION FOR ZONING CHANGE

CASE NO. 202200360

DATE 7-21-22

APPLICANT: City of Diamondhead - Ronald Jones, Building Official

APPLICANT'S ADDRESS: 5000 DH Circle

APPLICANT'S TELEPHONE: (HOME) _____ (WORK) 228-222-4626

PROPERTY OWNER: _____

MAILING ADDRESS: _____

TELEPHONE NUMBER: (HOME) _____ (WORK) _____

TAX ROLL PARCEL NUMBER: NA

STREET ADDRESS OR LEGAL DESCRIPTION OF PROPERTY: NA

ZONING CHANGE (FROM) NA (TO) _____

STATE PURPOSE OF REZONING: text amendment - insert new (additional) text

under Article 12.8.1 Architectural Compatibility sub-section D
Sub-section D shall require developers to submit a minimum
number of different facades for proposed structures to
determine compatibility with the surrounding neighborhood.
See attached notice of public hearing.

STATEMENT OF UNDERSTANDING

As the applicant or owner/s for the requested Zoning Change in the City of Diamondhead, I (we) understand the following:

The application fee of ~~\$600.00~~ ^{200.00} must be paid prior to the acceptance of the application. Further, that if the application is withdrawn for any reason that the application fee is forfeited to the City of Diamondhead.

As the applicant or owner/s, I (we), or the designated representative, must be present at the public hearing.

That all information provided with this application is true and correct to the best of my knowledge.

That this application represents only property owned by me (us) and that any other adjoining property owners must apply for a change on his own behalf.

That all required attachments have been provided to the City of Diamondhead.

That additional information may be required by the Planning Commission prior to final disposition.

The City Council will not accept new case evidence once the recommendation has been made by the Planning Commission. If new evidence needs to be presented, the applicant will need to request that the matter be referred back to the Planning Commission for review.

The Public Hearing will be held on Tuesday, August 23, 2022 at 6:00 p.m. in the Council Chambers of the Diamondhead City Hall.

If a continuance of the hearing is necessary at my (our) request, the request must be made to the Zoning Official a minimum of seven (7) days prior to the hearing. If such request is not made in writing, I understand that a new application must be filed and an application fee paid to the City.

Ronald R. Jones
Signature of Applicant

Signature of Property Owner

For Official Use Only

N/A ^{200.00}
() ~~\$600.00~~

- () Copy of Deed, Lease or Contract
() Site Plan
() Parking Spaces
() List of Property Owners NA ()

- () Application Signed
() Written Project Description
() Drainage Plan NA ()
() Notarized Statement NA ()

7/19/22

utility easement on the front of the property of Lot 1, Beaux Vue Subdivision, Phase 1 and Lot A, The Preserve Subdivision, Phase 1. The physical address is 87120 Highpoint Dr.; parcel number 067K-2-36-216.001. (Levy)

7. **2022-258:** Motion to adopt Resolution 2022-050 finding and determining that the Resolution declaring intent of the Diamondhead City Council to either issue General Obligation Bonds of the City, Issue a General Obligation Bond of the City for Sale the the Mississippi Development Bank or enter into a loan with the Mississippi Development Bank, all in the aggregate principal amount of not to exceed \$6,000,000 and adopted on June 7, 2022, was published as required by Law, that no petitions or other objections of any kind or character against the issuance of General Obligation Bonds of the city, or the Issuance of a Qualified Obligation Bond of the City for purchase by the Mississippi Development Bank or for the City to borrow funds by entering in to a loan with the Mississippi Development Bank, all described in said resolution was filed, and authorizing said bonds and loan to be issued or entered into, as the case may be.
8. **2022-260:** Motion to adopt Resolution 2022-051 authorizing application to Mississippi Development Authority for FY22 Gulf Coast Restoration Fund project funding.

Consent Agenda:

9. **2022-247:** Motion to accept FY21 Audit Engagement Letter with Necaise & Company.
10. **2022-248:** Motion to approve payment to Machado Patano in the amount of \$1,462.50 for professional services relating to the Hilo Way Drainage Project.
11. **2022-249:** Motion to approve payment to Digital Engineering for professional services in the amount of \$1,160.00 for GIS Maintenance, \$3,187.50 Paving Phase 4 and \$1,917.50 for Beaux Vue Phase 2 Drainage.
12. **2022-250:** Motion to approve the Memorandum of Understanding with the Mississippi Department of Marine Resources for FY22 GOMESA Funding Award.
13. **2022-252:** Motion to approve payment to Compton Engineering in the amount of \$2,777.50 for professional services relating to Anahola and Hana Place Drainage.
14. **2022-257:** Motion to approve payment to Rostan Solutions in the amount of \$4,427.50 for professional services for the period June 1 - 30, 2022 relating Grant Administration DR4576 (Zeta).

Action Agenda.

15. **2022-246:** Motion to approve Change Order No. 3 to East Aloha Improvements Phase 1 adding 50 calendar days for project completion at with no change in project cost.
16. **Motion 2022-255:** Motion to authorize the Planning Commission to publish and hold a public hearing for the purpose of creating zoning districts and use regulations for Medical Cannabis facilities. *opt out? Note?*
17. **2022-256:** Motion to accept the form of the FY23 Budget (department level), set the public hearing for August 23, 2022 and approve the advertisement providing public notice of same.
18. **2022-259:** Motion to authorize the Planning Commission to hold a public hearings to consider a Text Amendment to the Zoning Ordinance and/or Subdivision Regulations to require a specified number of home designs.

The Sea Coast Echo

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

PROOF OF PUBLICATION

STATE OF MISSISSIPPI
HANCOCK COUNTY

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

On the 3 day of August 2022

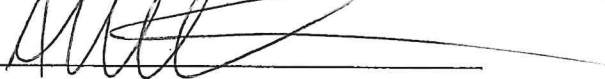
On the _____ day of _____ 2022

On the _____ day of _____ 2022

On the _____ day of _____ 2022


General Manager

Sworn to and subscribed before me A NOTARY PUBLIC



This 3 day of August 2022



NOTICE OF PUBLIC HEARING PLANNING AND ZONING COMMISSION DIAMONDHEAD, MS

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Procedure. The proposed text amendment is the requirement to submit the facades of proposed structures to determine compatibility. The proposed changes will be in Article 12.8.1 Architectural Compatibility adding sub-section D. The Case File Number is 202200360.

Add text Article 12.8.1 D:

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Number of lots and/or parcels	Required Plans
1-10	5
11-20	10
21-30	15
31-40	20
40 plus	25

In accordance with Article 2.8.2, the City Council shall have jurisdiction with respect to all Text Amendments and Rezoning. The Planning Commission shall review and submit a recommendation to the City Council on Text Amendments and Rezoning.

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5000 Diamondhead Circle in Diamondhead, MS 39525. Interested members of the public are invited to attend. This meeting will also be live streamed for your convenience on:

<https://www.youtube.com/channel/UCeVCwwZhvNqXCWXPezIOoMQ/> featured

If you have any questions or comments or would like to review the application, you may contact the Building Department at the above address and/or at 228-242-1613.

Publish Dates: Aug. 3, 2022

A TEXT AMENDMENT TO THE ZONING ORDINANCE AMENDING
Map of Minimum Square Footage Requirements

A resolution of the Mayor and City Council of the City of Diamondhead amending the Map of
Minimum Square Footage Requirements

WHEREAS, there are areas of Diamondhead being developed which do not have
minimum square footage requirements defined on the Map of Minimum Square Footage
Requirements.

WHEREAS, the Map of Minimum Square Footage Requirements has not been updated
since 2012.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY,
that the City Council adopted the proposed text amendment as stated above.

I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING RESOLUTION WAS
ADOPTED IN THE AFFIRMATIVE BY THE FOLLOWING VOTE OF COUNCIL OF THE
CITY OF DIAMONDHEAD ON THE 6TH DAY OF SEPTEMBER, 2022.

	Aye	Nay	Absent
Councilmember Finley	_____	_____	_____
Councilmember Liese	_____	_____	_____
Councilmember Cumberland	_____	_____	_____
Councilmember Clark	_____	_____	_____
Councilmember Maher	_____	_____	_____
Mayor Depreo	_____	_____	_____

MAYOR NANCY DEPREO

ATTEST: _____
Jeannie Klein, City Clerk



TO: Mayor, City Council and City Manager

FROM: J. Pat Rich, Development Coordinator

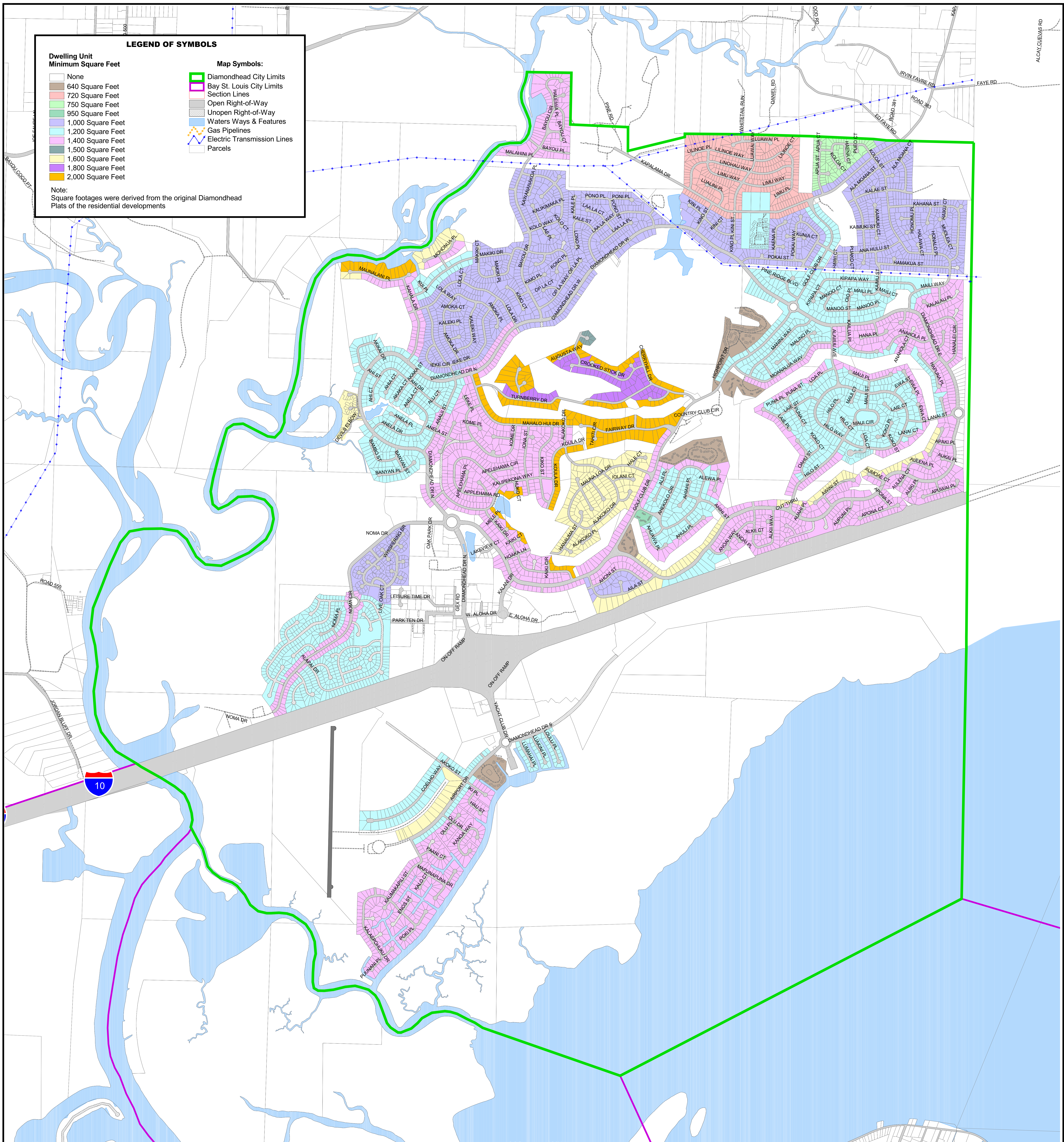
DATE: August 31, 2022

SUBJECT: Recommendation from Planning Commission Text/Map Amendment to set the Required Minimum square footage for Residential Structures for Selected Areas that were not established when the Zoning Ordinance was adopted on October 15, 2012.

The current map was adopted in 2012 and did not include minimum square footage requirements for the land being developed in the inner circle of Diamondhead Drive and other outlying areas within the city limits. The attached maps show the current map and proposed map. The planning commission amended the staff recommendation to require all lots with-in the inner circle adjoining the golf course to be 2,000 square feet minimum and 1,800 square feet minimum for lots not adjoining. The remainder of the staff recommendations were accepted by the commission.

This amendment will not apply to Diamondhead Lakes Phase 1 or The Preserve Phase 1 as these final plans are already approved.

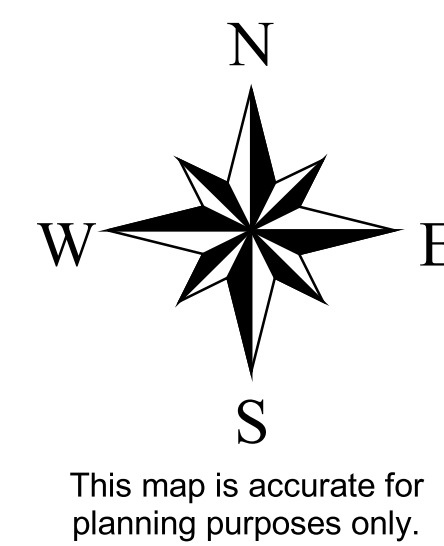
At its regularly scheduled meeting on August 23, 2022, the Planning Commission voted 7-0 to recommend approving the Text Amendment.



BRIDGE & WATSON, INC.
URBAN AND REGIONAL PLANNING CONSULTANTS AND LAND PLANNERS
608 McLarty Road
Post Office Box 1482
Oxford, MS 38655
Tel: (662) 234-0958
Fax: (662) 234-0997
MAILBOX@PLANNING-CONSULTANTS.COM

Map of Minimum Square Footage Requirements Diamondhead, Mississippi

Adopted by the Mayor and City Council Monday, October 15, 2012



Data Sources:
MARIS (MSTM) data;
US Census Bureau 2010 TIGER Data

September 27, 2012

MAP 9/6/2022

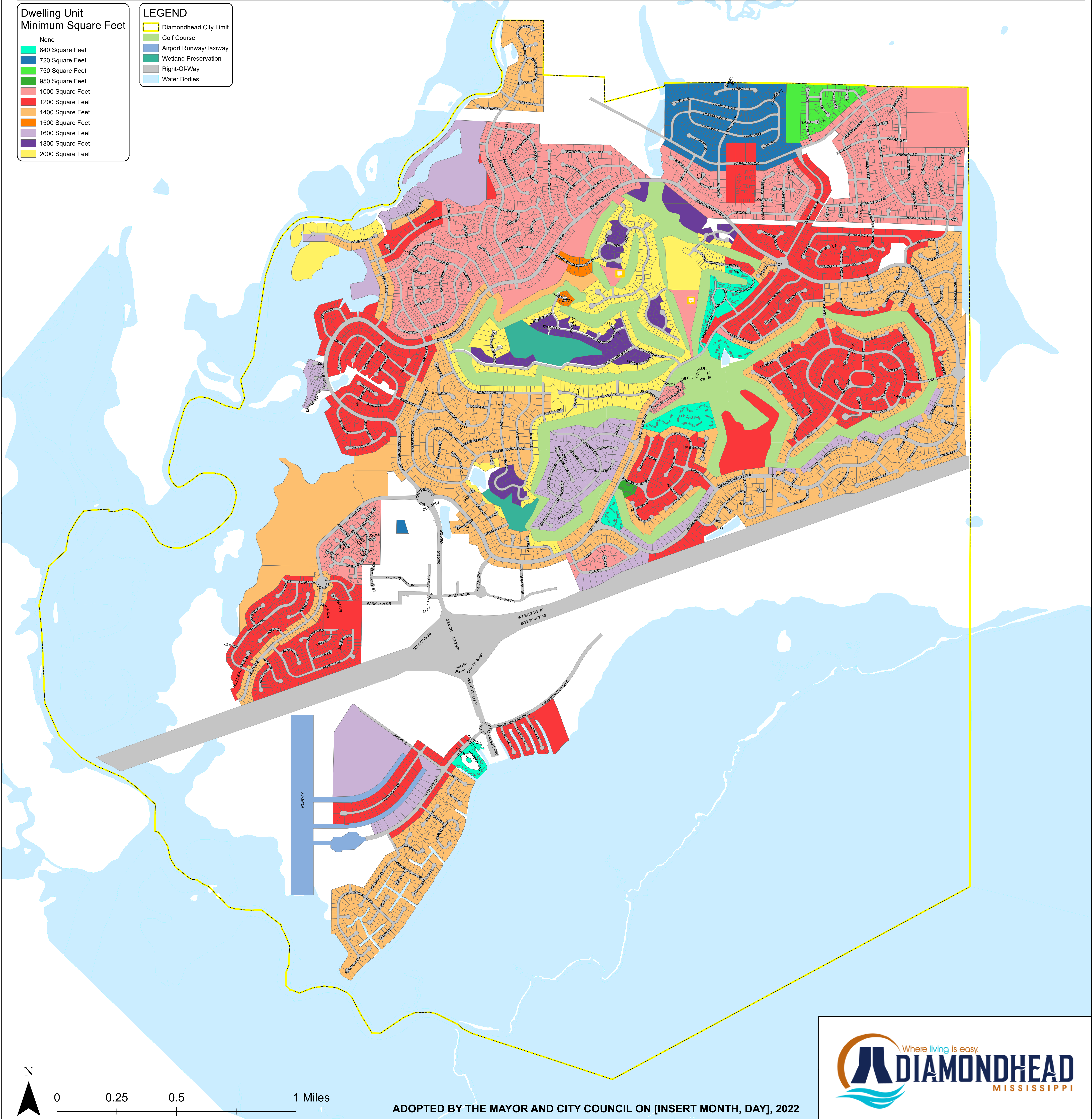
Minimum Square Footage Requirements City of Diamondhead, Mississippi

Dwelling Unit
Minimum Square Feet

- None
- 640 Square Feet
- 720 Square Feet
- 750 Square Feet
- 950 Square Feet
- 1000 Square Feet
- 1200 Square Feet
- 1400 Square Feet
- 1500 Square Feet
- 1600 Square Feet
- 1800 Square Feet
- 2000 Square Feet

LEGEND

- Diamondhead City Limit
- Golf Course
- Airport Runway/Taxiway
- Wetland Preservation
- Right-Of-Way
- Water Bodies



Resolution 2022-067
Agenda Item 2022-308

RESOLUTION AUTHORIZING THE MAYOR AND CITY COUNCIL (THE “GOVERNING BODY”) OF THE CITY OF DIAMONDHEAD, MISSISSIPPI (THE CITY), TO VACATE AND/OR ABANDON A 5’ DRAINAGE/UTILITY EASEMENT ON EACH SIDE OF THE COMMON PROPERTY LINE BETWEEN OF LOT 18 AND LOT 19, DIAMONDHEAD PHASE 1, UNIT 7, BLOCK 3, HANCOCK COUNTY LOCATED WITHIN THE CITY

WHEREAS the Mayor and City Council (the Governing Body) of the City of Diamondhead, Mississippi (the City), acting for and on behalf of the City, hereby finds and determines as follows:

1. The City currently has a 5’ drainage/utility easement on each side of the common property line between Lot 18 and Lot 19, Diamondhead Phase 1, Unit 7, Block 3.
2. Darryl Pace is the owner of Lot 18 and Lot 19, Diamondhead Phase 1, Unit 7, Block 3. The parcel number is 067G-2-25-018.000. The physical street address is 98178 Golf Club Drive.
3. Further, the City hereby abandons and/or vacates the drainage/utility easements for the full width and length as petitioned except for the front and rear drainage and utility easements. These drainage/utility easements are 5’ drainage and utility easements on each side of the common property line between Lot 18 and Lot 19, Diamondhead Phase 1, Unit 7, Block 3.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY, AS FOLLOWS:

SECTION 1. That the Governing Body of the City will hereby abandon the selected drainage/utility easements with respect to Lot 18 and Lot 19, Diamondhead Phase 1, Unit 7, Block 3 described in bullet #3. The Diamondhead Public Works, Diamondhead Water & Sewer District and CEPA do not have any objections.

SECTION 2. It is agreed and understood that Darryl Pace will be responsible for the filing of all necessary documents with the Chancery Clerk of Hancock County, Mississippi.

The above and foregoing resolution, after having been first reduced to writing, was introduced by Councilmember _____, seconded by Councilmember _____

Resolution 2022-067
Agenda Item 2022-308

and the question being put to a roll call vote, the result was as follows:

	Aye	Nay	Absent
Councilmember Finley	_____	_____	_____
Councilmember Liese	_____	_____	_____
Councilmember Cumberland	_____	_____	_____
Councilmember Clark	_____	_____	_____
Councilmember Maher	_____	_____	_____
Mayor Depreo	_____	_____	_____

The motion having received the affirmative vote of a majority of all the members of the Governing Body, the Mayor declared the motion carried and the resolution adopted, this the _____ day of _____, 2022.

MAYOR

ATTEST:

CITY CLERK

(SEAL)

Pat Rich

From: Pat Rich
Sent: Thursday, July 14, 2022 3:47 PM
To: Stanley Bychurch; Steven Broussard
Subject: 98178 Golf Club Dr. AOE
Attachments: 98178 Golf Club Dr.Pace.AOE Packet.pdf

Good afternoon,

Darryl Pace is requesting the abandonment of the 5' drainage/utility easement on either side of the common property line between Lots 18 and 19 Diamondhead Phase 1, Unit 7, Block 3 for the purpose of constructing an accessory structure with the street address of 89178 Golf Club Drive.

Does your company or office need this easement to provide current or future services? Please provide me your written comments by Thursday, July 21st.

Thanks in advance,

J. Pat Rich
Development Coordinator

City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525
228-242-1613

Pat Rich

From: Darryl Pace <dpace875@yahoo.com>
Sent: Tuesday, July 5, 2022 4:29 PM
To: Pat Rich
Subject: Easement

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Dear Mr. Rich,

As per our discussion earlier today, I live at Lot #15 (98178 Golf Club Drive). I recently purchased Lot #16 and will be combining the two lots. I was advised that I needed to request an easement be released for these two lots as I do intend to build on the newly purchased property. Your assistance is greatly appreciated.

Thank you in advance,
Darryl Pace (phone: 228-

216-0304)

2022 9454
Recorded in the Above
Deed Book & Page
06-16-2022 03:54:14 PM
Timothy A Kellar
Hancock County

Prepared by:
Carl Joffe, Attorney at Law
4401 East Aloha Drive
Diamondhead, MS 39525
Mississippi Bar #3099

Return to:
The Casano Law Firm
4403 East Aloha Drive
Diamondhead, MS 39525

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN AND NO 100/DOLLARS (\$10.00), cash in hand paid, the receipt and sufficiency of which is hereby acknowledged,

PURCELL CO., INC., a Delaware Corporation,
(formerly Diamondhead Corporation), the "Grantor"
4401 East Aloha Drive
Diamondhead, Mississippi 39525
(228) 255-9130

does hereby, subject to all terms, reservations, conditions, exceptions, easements and restrictions hereinafter specified, sell, convey and warrant unto

DARRYL D. PACE., the "Grantee"
98178 Golf Club Drive
Diamondhead, Mississippi 39525

that certain property situated and being in Hancock County, Mississippi, more particularly described as follows:

Lot 16, Block 3, Unit 7, Phase 1, Diamondhead, according to the map or plat thereof on file and of record in the Office of the Chancery Clerk of Hancock County at Bay St. Louis, Mississippi.
Parcel # 067G-2-25-019.000

2022 9455
Deed Book & Page

Together with all improvements situated thereon, the perpetual right of ingress and egress over and upon all streets, roads, avenues and boulevards, shown on the said subdivision plat.

This conveyance is made subject to: (1) the reservation of all oil, gas and other minerals; (2) the Declaration of Restrictions, Conditions, Easements, Covenants, Agreements, Liens and Charges, and the Amendment or Amendments thereto, if any, applicable to the above described property, and recorded in the Office of the Chancery Clerk of Hancock County, Mississippi; (3) the utility and drainage easements shown on the subdivision plat referred to above and recorded in the Office of the Chancery Clerk of Hancock County, Mississippi; (4) the lien of the State of Mississippi, Hancock County and the City of Diamondhead for taxes for the current year which have been accrued but are not yet payable; and, (5) any portion of the property which might constitute wetlands under the constitution or laws of the State of Mississippi or of the United States of America, all of such lands being hereby conveyed by quitclaim only.

By acceptance of delivery of this Deed, the Grantee herein does hereby agree to abide by and in no way violate the Declaration of Restrictions, Conditions, Easements, Covenants, Agreements, Liens and Charges, and the Amendment or Amendments thereto, if any, applicable to the above described property and recorded in the office of the Chancery Clerk of Hancock County, Mississippi.

Grantor warrants payment of all taxes up to and including the year 2021. Taxes for the current year shall be prorated at closing and assumed by the Grantee.

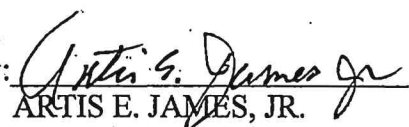
IN WITNESS WHEREOF, the Grantor has caused this instrument to be duly executed by its authorized officer this 13th day of June, 2022.

ATTEST:

PURCELL CO., INC.



CARL H. JOFFE
Secretary

By: 
ARTIS E. JAMES, JR.
Vice President



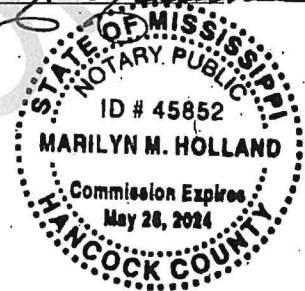
DH 4302

2022 9456
Deed Book & Page

STATE OF MISSISSIPPI

COUNTY OF HANCOCK

Personally appeared before me, the undersigned authority in and for the said county and state, on this 13th day of June, 2022, within my jurisdiction, the within named ARTIS E. JAMES, JR. and CARL H. JOFFE, who acknowledged that they are the Vice President and Secretary, respectively, of PURCELL CO., INC., a Delaware corporation, and that for and on behalf of the said corporation, and as its act and deed they executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

My Commission Expires: *May 28, 2024*
Notary Public

DH 4302

CERTIFIED COPY OF CORPORATE RESOLUTION 2022 9457
Deed Book & Page

"RESOLVED, that the President or any Vice President of this Corporation be, and they are hereby authorized, empowered and directed in the name of and on behalf of this Corporation to convey any or all of the Corporation's interest in any residential lots, any residential lot improved with a residential shelter unit, or any commercial or other real property owned by the Corporation at such prices and upon such terms as said officer(s) deem advisable, situated in the following described real estate developments:

Diamondhead, Hancock County, Mississippi; Lake Arrowhead, Cherokee County, Georgia; Lake Forest, Baldwin County, Alabama; Newport on Lake Houston, Harris County, Texas; Sandpiper Cove, Okaloosa County, Florida.

BE IT FURTHER RESOLVED, that said officers be and they are hereby authorized to execute and deliver any and all sales contracts, deeds, seller's affidavits, settlement statements and any other instruments and to take any and all such actions as they in their sole discretion may deem necessary, appropriate or desirable in order to carry out the transactions contemplated by the foregoing resolution."

SECRETARY'S CERTIFICATE

This is to certify that the foregoing is a true and correct copy of Resolutions adopted by the Board of Directors of Purcell Co., Inc., at a meeting held at the Corporation's office in Diamondhead, Mississippi on the 29th day of June, 1987; that the foregoing Resolutions were duly adopted, are incorporated in the minutes of said Corporation and are now in full force and effect.

This is to further certify that as of this date the following are duly elected and qualified officers of Purcell Co., Inc. who hold the said offices set opposite their names:

Artis E. James, Jr., Vice President
Steven C. Roe, Vice President
Kirk Boswell, Vice President & Treasurer

Billy G. Alexander, Assistant Treasurer
Carl H. Joffe, Secretary
Elizabeth F. York, Assistant Secretary

WITNESS my hand and seal of the Corporation on this the 13th day of June, 2022.



James Meyer

Carl H. Joffe
CARL H. JOFFE
Secretary

Hancock County
I certify this instrument was filed on
06-16-2022 03:54:14 PM
and recorded in Deed Book
2022 at pages 9454 - 9457
Timothy A Kellar

DIAMONDHEAD WATER & SEWER DISTRICT

REQUEST FOR AN ABANDONMENT OF EASEMENT

DATE: 7-5-22PROPERTY OWNER OR OWNERS: Darryl PacePHONE NUMBER: 228 216 0304MAIL ADDRESS: DPace825@yahoo.com

DESIRE TO HAVE UTILITY EASEMENT ABANDONED BETWEEN:

PROPERTY DESCRIPTION: PHASE 1 UNIT 7 BLOCK 3 LOT 15PHASE 1 UNIT 7 BLOCK 3 LOT 16

PHASE _____ UNIT _____ BLOCK _____ LOT _____

PROPERTY ADDRESS: 98178 Golf Club DrCUSTOMER SIGNATURE: [Signature]

OFFICE USE ONLY:

DATE APPROVED: 7/11/2022APPROVED BY: [Signature]ABANDONMENT FEE: \$50.00 [Signature]APPROVED BY BOARD: Motion 9.2.A. approved 7/14/2022

EMAILED COPY: (SIGN/DATE) _____



18

17

Abandon Easement

16

13-36 RIM 68.41 INV61.01

15

98178
Golf_Club_Drive

15

14

98173
GOLF CLUB DR

Golf Club Dr

APPROVED
JUL 11 2022
BY:

14

Pat Rich

From: Steven Broussard <stevenbroussard@coastepa.com>
Sent: Monday, July 18, 2022 8:07 AM
To: Pat Rich; Stanley Bychurch
Subject: RE: [BULK] 98178 Golf Club Dr. AOE

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Coast Electric is good with this.

Steven Broussard
VP of Engineering
Coast Electric Power Association

From: Pat Rich <prich@diamondhead.ms.gov>
Sent: Thursday, July 14, 2022 3:47 PM
To: Stanley Bychurch <sbychurch@diamondhead.ms.gov>; Steven Broussard <stevenbroussard@coastepa.com>
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Development Coordinator

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Thank you in advance,
Darryl Pace (phone: 228-

216-0304)

*I see no problem as for as Public Works
But The Existing Ditch Toward Golf Club Dr.
on Adjacent Property at 98178 Golf Club cannot
be moved or altered in any way.
Major Run off Ditch.*

LB 7-15-22

A TEXT AMENDMENT TO THE ZONING ORDINANCE AMENDING
Article IV – Zoning Districts and Use Regulations

A resolution of the Mayor and City Council of the City of Diamondhead amending Ordinance
No. 2012-019 Article 4 – Zoning Districts and Use Regulations.

WHEREAS, the proposed text amendment is to create Zoning Districts and Use Regulations for Medical Cannabis Facilities. The proposed changes are Article 4.21.1 - Conditions Governing Permitted Uses Table 4.2: Chart of Determinate Uses, insert under Other Non Residential Uses, the type of Medical Cannabis Uses and Zoning Classifications where they are allowed. Under Notes, insert Notes 17 and 18.

Uses	Zoning Classification										
	R-1	R-2	R-3	R-4	MH	C-1	C-2	T	I	PR	PFR
OTHER NON RESIDENTIAL USES											
Medical Cannabis Cultivation Facility ¹⁷	-	-	-	-	-	-	-	-	R	-	-
Medical Cannabis Dispensary Facility ^{17,18}	-	-	-	-	-	R	R	-	-	-	-
Medical Cannabis Processing Facility ¹⁷	-	-	-	-	-	-	-	-	R	-	-
Medical Cannabis Research Facility ¹⁷	-	-	-	-	-	R	R	-	-	-	-
Medical Cannabis Testing Facility ¹⁷	-	-	-	-	-	R	R	-	-	-	-
Medical Cannabis Transportation Facility ¹⁷	-	-	-	-	-	-	-	-	C	-	-

Notes:

¹⁷ The main point of entry of a medical cannabis establishment shall not be located within one thousand (1,000) feet of the nearest property boundary line of any school, church, or childcare facility. A medical cannabis establishment may receive a waiver to this distance restriction by receiving approval from the school, church, or childcare facility and by applying for a waiver with its respective licensing agency, provided the main point of entry of the cannabis establishment is not located within five hundred (500) feet of the nearest property boundary line of any school, church, or childcare facility in accordance with Mississippi Senate Bill 2095. A business privilege license is required.

¹⁸ No medical cannabis dispensary may be located within a one thousand five hundred (1,500) feet radius from the main point of entry of the dispensary to the main point of entry of another medical cannabis dispensary in accordance with Mississippi Senate Bill 2095. Dispensary hours of operation are restricted to 8:00 am to 7:00 pm.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY, that the City Council adopted the proposed text amendment as stated above.

I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING RESOLUTION WAS ADOPTED IN THE AFFIRMATIVE BY THE FOLLOWING VOTE OF COUNCIL OF THE CITY OF DIAMONDHEAD ON THE 6TH DAY OF SEPTEMBER, 2022.

	Aye	Nay	Absent
Councilmember Finley	_____	_____	_____
Councilmember Liese	_____	_____	_____
Councilman Cumberland	_____	_____	_____
Councilmember Clark	_____	_____	_____
Councilmember Maher	_____	_____	_____
Mayor Depreo	_____	_____	_____

MAYOR NANCY DEPREO

ATTEST: _____
Jeannie Klein, City Clerk



TO: Mayor, City Council and City Manager

FROM: J. Pat Rich, Development Coordinator

DATE: August 31, 2022

SUBJECT: Recommendation from Planning Commission Text Amendment to Create Zoning Districts and Use Regulations for Medical Cannabis Facilities

This was passed by and is run by the State. The city did not opt out. We can control what, where and when.

What and where:

- Dispensary, Research and Testing facilities by right in Commercial 1 and 2 zones only.
- Cultivation and Processing facilities by right in Industrial zone only.
- Transportation facilities in Industrial zone only with conditions.
- 1,000 feet from Churches, Schools, and Childcare facilities.
- 1,500 from another medical cannabis facility.

When:

- Dispensary hours of operation restricted to 8:00 am to 7:00 pm.

At its regularly scheduled meeting on August 23, 2022, the Planning Commission voted 7-0 to recommend approving the Text Amendment.

A RESOLUTION of the Mayor and Council of the City of Diamondhead AUTHORIZING the filing of an APPLICATION with Mississippi Department of Environmental Quality for Mississippi Municipality & County Water Infrastructure Grant Program (MCWI) funding, DESIGNATING the City Manager as authorized representative to act on behalf of the City and for other related purposes.

WHEREAS, Mississippi Department of Environmental Quality (MDEQ) is seeking first-round applications for Mississippi Municipality and County Water Infrastructure (MCWI) Grant Program funds available as matching funds for local American Rescue Plan Act (ARPA) fiscal recovery funds for projects involving drinking water, wastewater and stormwater;

WHEREAS, the City of Diamondhead has received \$1,978,561.96 from the American Rescue Plan Act (ARPA) for funding of stormwater infrastructure projects and;

WHEREAS, the City of Diamondhead desires to make application for MCWI Grant Program funds to match American Rescue Plan Act (ARPA) funds for expanding stormwater infrastructure improvements; and

WHEREAS, the Mayor and City Council desire to designate Jon McCraw, City Manager of the City of Diamondhead to serve as applicant representative to act on behalf of the City of Diamondhead; and

NOW, THEREFORE BE IT RESOLVED, the Mayor and Council for the City of Diamondhead do hereby authorize the filing of an application for funding with Mississippi Department of Environmental Quality for Mississippi Municipality and County Water Infrastructure (MCWI) Grant Program funding and further designates Jon McCraw, City Manager, to serve as representative to act on behalf of the City of Diamondhead.

I hereby certify that the above foregoing resolution was introduced by Councilmember _____, seconded by Councilmember _____, and the question being put to a roll call vote on September 6, 2022, the result as follows

	Aye	Nay	Absent
Councilmember Finley	___	___	___
Councilmember Liese	___	___	___
Councilmember Cumberland	___	___	___
Councilmember Clark	___	___	___
Councilmember Maher	___	___	___
Mayor Depreo	___	___	___

The motion having received the affirmative vote of a majority of all of the members of the Governing Body, the Mayor declared the motion carried and the resolution adopted, this the ____ day of _____, 2022.

Attest _____
 Jeannie Klein, City Clerk

 Nancy Depreo, MAYOR

2022-290

MISSISSIPPI DEVELOPMENT AUTHORITY
GULF COAST RESTORATION FUND PROGRAM
AMENDED AND RESTATED GRANT AGREEMENT

City of Diamondhead
Hancock County, Mississippi
GCRF-20-05

This Amended and Restated Grant Agreement ("Agreement"), dated as of July 1, 2022, by and between the Mississippi Development Authority (acting for and on behalf of the State of Mississippi ("MDA")) and the City of Diamondhead as set forth in Item 1 of Annex A (the "Entity")

W I T N E S S E T H:

WHEREAS, the Gulf Coast Restoration Fund, Section 57-119-1, Mississippi Code of 1972, as amended, was created for the purpose of funding programs or projects that are located in the Gulf Coast region as defined in the federal RESTORE Act, or twenty-five (25) miles from the northern boundaries of the three (3) coastal counties of Harrison, Hancock and Jackson, but not limited to expand beyond the boundaries of Hancock, Harrison, Jackson, Pearl River, Stone and George Counties; and

WHEREAS, these funds are provided for assistance to local units of government, nongovernmental organizations, institutions of higher learning, community colleges, ports, airports, public-private partnerships, private for-profit entities, private nonprofit entities and local economic development entities; and

WHEREAS, MDA is authorized to administer the Gulf Coast Restoration Fund monies upon appropriation by the Legislature; and

WHEREAS, pursuant to Section 18 of Senate Bill 2977 2020 Regular Session of the Mississippi Legislature, the Legislature appropriated One Million, Five Hundred Thousand Dollars (\$1,500,000) to assist the City of Diamondhead with its Commercial District Transformation Project; and

WHEREAS, pursuant to Section 21 of Senate Bill 2951 2021 Regular Session of the Mississippi Legislature, the Legislature reappropriated One Million, Five Hundred Thousand Dollars (\$1,500,000) to assist the City of Diamondhead with its Commercial District Transformation Project; and

WHEREAS, pursuant to Section 3 of Senate Bill 3049 2022 Regular Session of the Mississippi Legislature, the Legislature reappropriated One Million, Five Hundred Thousand Dollars (\$1,500,000) to assist the City of Diamondhead with its Commercial District Transformation Project; and

WHEREAS, pursuant to the Gulf Coast Restoration Fund Act, Section 57-119, Mississippi Code of 1972, as amended, and the Gulf Coast Restoration Fund Regulations (the "Regulations") adopted by MDA, the Entity has filed an application (the "Application") with MDA for a grant to be used for the development of the Project, more particularly described in Item 2A of Annex A (the "Project"); and

WHEREAS, based upon the Application and other relevant factors, MDA has agreed to provide the Entity with a grant under the Gulf Coast Restoration Fund in the amount set forth in Item 3 of Annex A (the "Grant") under the terms and conditions set forth in Item 4 of Annex A, in order to fund, in part, and develop the Project; and

WHEREAS, in order to receive any funds, the Entity shall comply with the requirements of the Line-Item Appropriation Transparency Act, Section 27-104-351, Mississippi Code of 1972, as amended; and

WHEREAS, the Entity has committed to use the Grant funds for the Project; and

WHEREAS, the Project satisfies the provisions of the Gulf Coast Restoration Fund and the Regulations; and

WHEREAS, the parties hereto agree that it is necessary to provide for and demonstrate compliance with the provisions of the Act;

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, that the parties hereto intend to be legally bound hereby and in consideration of the mutual covenants hereinafter contained do hereby agree as follows:

Section 1. Grant. MDA hereby agrees to make to the Entity and the Entity hereby agrees to accept from MDA a Grant pursuant and subject to the terms of this Agreement and the Gulf Coast Restoration Fund as set forth in Annex A. The Entity hereby agrees that it will apply the proceeds of the Grant only to the costs of the Project as more fully described in the Application. The Grant shall be disbursed by MDA to the Entity in installments as provided in this Agreement pursuant to Item 4 of Annex A. MDA's obligation to make the Grant and to disburse the Grant in installments shall be subject to all of the terms and conditions of this Agreement and the Entity satisfying all of its obligations under this Agreement and the Gulf Coast Restoration Fund.

Section 2. Disbursements. The obligation of MDA to make any disbursement of the Grant shall be subject to the following conditions, as well as any others herein set forth:

- a. the Entity shall not be in default under this Agreement or the Gulf Coast Restoration Fund; and
- b. funds appropriated by the Mississippi Legislature; and
- c. the development of the Project shall have progressed at a rate and in a manner reasonably satisfactory to MDA; and
- d. the receipt by MDA of a certificate of a representative of the Entity in the form set forth in Section 3 hereof and the notice required of the Entity set forth in Section 4 hereof for such disbursement in a form satisfactory to MDA. If the Entity fails at any time to meet the conditions precedent to any disbursement of the Grant as specified in the preceding sentence, the obligation of MDA to make further disbursements in connection with the grant shall cease until such time as such condition precedent is met and satisfied. The parties hereto agree that disbursements by MDA to the Entity of the Grant shall be made by June 30, 2023. Any portion of the grant funds not disbursed before June 30, 2023 will be subject to reappropriation by the Legislature in subsequent years until the project is complete.

Section 3. Conditions. A condition precedent to all disbursements of the Grant shall be the delivery of a certificate of a representative of the Entity to the effect that:

- a. to the best of its knowledge, the representations and warranties of the Entity contained in this Agreement are true and correct as of the date of the disbursements with the same effect as if made on the date of such disbursements; and
- b. this Agreement has been duly authorized, executed and delivered by the Entity and constitutes a legal, valid and binding obligation of the Entity enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally and except to the extent that the enforceability of the rights set forth herein may be limited by the availability of any particular remedies; and
- c. this Agreement has not been amended or supplemented or modified since the date of its execution and remains in full force and effect as of the date of the disbursement; and
- d. the authorization, execution and delivery of this Agreement by the Entity, and compliance by the Entity with the provisions hereof, will not conflict with or constitute a breach or default of the Entity's duties hereunder or under any law, administrative regulation, court decree, resolution, charter, bylaw or other agreement to which the Entity is subject or by which it is bound; and
- e. there is no action, suit, proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or, to the best of its knowledge, after reasonable investigation and due inquiry, threatened against the Entity in any way contesting or affecting the validity of this Agreement or contesting the powers of the Entity to enter into or perform its obligations under this Agreement.

Section 4. Requisitions. A condition precedent to all disbursements of the Grant shall be the presentation to the State Treasurer of a warrant issued by the Department of Finance and Administration of the State or its successor to such duties, which warrant shall be issued under proper requisition signed by the Executive Director of MDA, all pursuant to Section 57-119-1(1). Warrants may only be issued for costs and expenses that are authorized by the Gulf Coast Restoration Fund and the Regulations. No requisition shall be executed by the Executive Director of MDA until the following shall have been satisfied:

- a. The Entity shall have provided MDA with reasonable written notice of the amount of the Grant disbursement requested by the Entity. Such notice shall contain all information necessary to enable MDA to

prepare the requisition for a warrant described in this Section 4 including, without limitation, the name and title of the requesting representative of the Entity, the name of the party to be reimbursed and a description of the work product or service. In addition, such notice shall certify that the amount requested is the just amount due at the current time, is for a work product or service which has heretofore been delivered or performed and that all statutory requirements in connection with the acquisition of such work product or service have been complied with by the Entity; and

- b. The Entity must provide quarterly reports on the approved reporting form provided by MDA, due January 15, April 15, July 15 and October 15 on the status of the project. The report must include a written description and an itemized report detailing the expenditure of funds or the intended expenditure of any funds that have not been spent; and
- c. The Entity must provide proof of all non-grant funds expended on the project to ensure that GCRF funds are proportionately spent in relation to the total project cost share outlined in the Application; and
- d. MDA shall have indicated in writing its approval of the request for the Grant disbursement; and
- e. Disbursement of any funds shall be contingent upon the Entity complying with the quarterly reporting requirements; and
- f. A final written itemized report on the approved form provided by MDA must be timely submitted when all state funds have been spent.

Section 5. Representations of MDA. MDA makes the following representations as the basis for the undertakings on the part of the Local Sponsor herein contained:

- a. MDA is an agency of the State and is authorized pursuant to the provisions of the Gulf Coast Restoration Fund and the Regulations to enter into the transactions contemplated by this Agreement.
- b. MDA has full power and authority to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.
- c. MDA has been duly authorized to execute and deliver this Agreement and by proper action has duly authorized the execution and delivery hereof and as to MDA, this Agreement is valid and legally binding and enforceable in accordance with its terms except to the extent that the enforceability thereof may be limited:

- (1) by bankruptcy, reorganization, or other similar laws limiting the enforceability of creditors' rights generally; or
- (2) by the availability of any discretionary equitable remedies.

Section 6. Representations of the Entity. The Entity makes the following representations as a basis for the Grant and the undertakings on the part of MDA, herein contained:

- a. The Entity has all necessary power and authority to enter into and perform its duties under this Agreement and, when executed and delivered by the respective parties hereto, this Agreement will constitute a legal, valid and binding obligation of the Entity enforceable in accordance with its terms except to the extent that the enforceability of the rights set forth herein may be limited:
 - (1) by bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally
 - (2) by the validity of any particular remedy.
- b. The execution and delivery of this Agreement and compliance with the provisions hereof will not conflict with, or constitute a breach of or default under, the Entity's duties under any law, administrative regulation, court decree, resolution, charter, bylaws or other agreement to which the Entity is subject or by which it is bound.
- c. There is no consent, approval, authorization or other order of, filing with, or certification by, any regulatory authority having jurisdiction over the Entity required for the execution, delivery or the consummation by the Entity of any of the transactions contemplated by this Agreement and not already obtained.
- d. There is no action, suit proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or, to the best knowledge of the Entity, after reasonable investigation and due inquiry, threatened against the Entity in any way contesting or affecting the validity of this Agreement or contesting the powers of the Entity to adopt, enter into or perform its obligations under this Agreement or materially and adversely affecting the properties or condition (financial or otherwise) or existence or powers of the Entity.
- e. The Entity will not discriminate against any employee or any applicant for employment because of race, religion, color, national origin, sex or age.

- f. The Entity shall comply with the terms and provisions of this Agreement and the Act and specifically with the terms set out in Item 4 of Annex A.
- g. The Entity certifies that all of the material information contained in the Application is true and correct as of the date of the Application and the date of this Agreement. The Entity acknowledges that MDA, in making the Grant, is relying upon the truthfulness and correctness of the material information contained in the Application. The Entity further acknowledges that MDA must account for the proper use of funds based on the information in the Application.
- h. The Entity acknowledges that MDA will recover any expended grant funds if the assistance provided was based upon fraudulent information or if the recipient of the assistance fails to meet the performance requirements established by the Entity and MDA and referenced in the Annex A.
- i. The Entity represents and warrants that it will further the purposes of the Act.
- j. Upon request of the MDA or the Office of the State Auditor, the Entity will provide reasonable verification of its compliance with the performance metrics as set out in Annex A. Additionally, the Entity will cooperate fully with MDA and/or the Office of the State Auditor in performing audits from time to time to determine the Entity's compliance with the provision of this Agreement. The Entity further agrees that MDA and/or the Office of the State Auditor shall have the right to inspect books, records, plans and other data related to the Project.
- k. The Entity shall follow General Auditing Standards for financial and other record retention requirements.
- l. The Entity shall comply with the following requirements and responsibilities: enroll in the E-Verify program; display the E-Verify participation posters (English & Spanish) in prominent places that are visible to prospective employees and all employees who are to be verified through the system; comply with the most recent version of the E-Verify Manual; comply with current Form I-9 procedures; initiate E-verify verification procedures for new employees within three (3) business days after each employee has been hired, and record the case verification numbers on the employee's Form I-9 or print the screen containing the verification number and attach it to the employee's Form I-9.

- m. The Entity shall notify the members of the House of Representatives and Mississippi Senate at least five (5) days prior to a public ceremony announcing the award of the grant in their district or any public announcement or ceremony regarding the groundbreaking or opening of a facility, roadway or bridge using grant funds.
- n. The Entity will include the following language on signage regarding any public event or any new facility, roadway or bridge: "Funds were made available for this project by the Mississippi State Legislature."

Section 8. Termination.

- a. MDA may terminate its obligation to honor any disbursement of the Grant at any time prior to any disbursement of the Grant if any event occurs, which would constitute a default under this Agreement.
- b. It is expressly understood and agreed that the obligation of MDA to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi Legislature and the receipt of state funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, or if funds are not otherwise available to MDA, then MDA shall have the right upon ten (10) working days written notice to the Entity to terminate this Agreement without damage, penalty, cost or expense to MDA of any kind whatsoever. The effective date of termination shall be specified in the notice of termination.

Section 9. Notice Addresses. All notices given pursuant to this Agreement shall be in writing signed by the party giving the notice and shall be given by:

- a) certified mail, postage prepaid;
- b) prepaid overnight delivery; or
- c) hand delivery.

For the purposes of this Agreement, notices shall be sent to the parties at the addresses set forth on Item 5 of Annex A hereto or to such other addresses that the parties may designate in writing.

Section 10. Miscellaneous.

- a) No party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other parties. Such consent shall not be unreasonably withheld.
- b) This Agreement has been made by MDA (acting for and on behalf of the State) and the Entity, and no person other than the foregoing and

their successors or assigns shall acquire or have any right under or by virtue of this Agreement.

- c) This Agreement shall become effective upon the execution and the acceptance hereof by the parties hereto and shall be valid and enforceable from and after the time of such execution and acceptance.
- d) If any section or part of a section of this Agreement shall be declared null and void or unenforceable against any of the parties hereto by any court of competent jurisdiction, such declaration shall not affect the validity or enforceability of any other section or part of a section of this Agreement.
- e) In the event any agreement contained in this Agreement shall be breached and such breach shall thereafter be waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
- f) This Agreement shall inure to the benefit of MDA and the Entity and shall be binding upon MDA and the Entity and their respective successors and assigns.
- g) This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the internal laws of the State of Mississippi, including its statutes of limitation and without regard to conflict of law principles.

All disputes regarding this Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), must be brought or filed in state court in the First Judicial District of Hinds County, Mississippi, which shall be the exclusive forum and jurisdiction for such disputes.

The Parties agree that their choice of laws and exclusive forum set forth above are mandatory and shall not be deemed permissive.

- h) This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original;

but such counterparts shall together constitute but one and the same agreement.

- i) It is expressly understood and agreed by and between the Parties that this Agreement sets out the understandings between the Parties and that there are no promises, agreements, conditions, understandings, inducements, warranties or representations, either oral or written, express or implied, between them other than as set forth in this Agreement. No amendment, change, modification, or alteration of this Agreement shall be made other than pursuant to a written instrument signed by the parties to this Agreement.
- j) This Agreement has been prepared by the efforts of all the parties. In any construction to be made to this Agreement, it shall not be construed against any party on the basis of authorship.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

**MISSISSIPPI DEVELOPMENT AUTHORITY
(ACTING FOR AND ON BEHALF OF THE STATE
OF MISSISSIPPI)**

By: _____
Laura Hipp, Deputy Executive Director

ATTEST:

Sarah Wright, Bureau Manager

CITY OF DIAMOUNDHEAD

By: _____
Mayor Nancy Depreo

ATTEST:

Title: _____

**Annex A
to
Amended and Restated Grant Agreement**

Item 1- Name of Entity: City of Diamondhead

Item 2A- Description of Project: Gulf Coast Restoration Funds to be used to assist the City of Diamondhead with road construction, site work, underground utility costs and other eligible expenditures as approved by MDA at the approved project site located at the City's West business district, including the extension of Park Ten Drive and Leisure Time Drive as referenced in the Project Update Information Packet in Diamondhead, Hancock County, Mississippi ("Project Site"). Internal labor will not be reimbursable.

Item 2B- Soft Cost Expenses: Engineering, Architectural, Project Management and other soft costs shall not exceed 10% of this MDA grant amount. Any amount above 10% will be allowed to count toward the local match for the project as a whole.

Item 3- Grant Amount: \$1,500,000

Item 4- Grant Terms and Conditions

MDA will approve and make available for reimbursement purposes grant funds in an amount not to exceed One Million, Five Hundred Thousand Dollars (\$1,500,000) which amount has been previously approved and allocated with respect to the Project from the Gulf Coast Restoration Fund for the reimbursement of a portion of costs and expenses related to the Project. All documentation for disbursement must be received by June 30, 2023. Any grant funds not disbursed before June 30, 2023 will be subject to reappropriation by the Legislature in subsequent years until the project is complete.

The disbursement of grant funds shall be contingent upon the entity complying with the quarterly reporting requirements. No funds will be disbursed by MDA until the Entity has submitted all delinquent quarterly reports.

The Entity commits and warrants that an investment of at least a total of Three Hundred Thousand Dollars (\$300,000) will be made to incentivize the development of the project.

Item 5- Grant Performance Metrics

The Entity commits to meet the following performance metrics as determined by the Entity and MDA: (1) The Entity will complete the acquisition of the required property(s) for the development of the project by June 30, 2023; and (2) The Entity will complete the road improvements to Park Ten Drive and Leisure Time Drive by June 30, 2024 ("Performance Metric Commitments"). In the event that the Entity fails to satisfy the Performance Metric Commitment, then the Entity shall repay the State any expended grant funds.

MDA shall provide the Entity with written notice of default and the Entity will be given thirty (30) days following receipt of such notice to cure such default prior to the default payment becoming due and owing.

Item 6- Address Notice:

Mississippi Development Authority
Post Office Box 849
Jackson, Mississippi 39205
Attention: Financial Resources

City of Diamondhead
5000 Diamondhead Circle
Diamondhead, Mississippi 39525
Attention: Mayor Nancy Depreo

ACKNOWLEDGMENT OF MISSISSIPPI DEVELOPMENT AUTHORITY

STATE OF MISSISSIPPI)
) ss:
 COUNTY OF HINDS)

Personally appeared before me, the undersigned authority in and for the said county and state, on this the _____ day of _____, 2022, within my jurisdiction, the within named Laura Hipp who acknowledged she is the Deputy Executive Director, of the Mississippi Development Authority and that for and on behalf of said Department and as its act and deed, she executed the above and foregoing instrument, after first having been duly authorized by said Department so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the _____ day of _____, 2022.

Notary Public

My Commission Expires:

[S E A L]

ACKNOWLEDGMENT OF ENTITY

STATE OF MISSISSIPPI)
) **ss:**
COUNTY OF _____)

Personally appeared before me, the undersigned authority in and for the said county and state, on this the _____ day of _____, 2022, within my jurisdiction, the within named _____, who acknowledged he/she is the _____, of _____, and that for and on behalf of said _____, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by said _____ so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the _____
day of _____, 2022.

Notary Public

My Commission Expires:

[S E A L]

2022-291

MISSISSIPPI DEVELOPMENT AUTHORITY
GULF COAST RESTORATION FUND PROGRAM
GRANT AGREEMENT

City of Diamondhead
Hancock County, Mississippi
GCRF-21-05

This Grant Agreement ("Agreement"), dated as of July 1, 2022, by and between the Mississippi Development Authority (acting for and on behalf of the State of Mississippi ("MDA") and the City of Diamondhead as set forth in Item 1 of Annex A (the "Entity")

W I T N E S S E T H:

WHEREAS, the Gulf Coast Restoration Fund, Section 57-119-1, Mississippi Code of 1972, as amended, was created for the purpose of funding programs or projects that are located in the Gulf Coast region as defined in the federal RESTORE Act, or twenty-five (25) miles from the northern boundaries of the three (3) coastal counties of Harrison, Hancock and Jackson, but not limited to expand beyond the boundaries of Hancock, Harrison, Jackson, Pearl River, Stone and George Counties; and

WHEREAS, these funds are provided for assistance to local units of government, nongovernmental organizations, institutions of higher learning, community colleges, ports, airports, public-private partnerships, private for-profit entities, private nonprofit entities and local economic development entities; and

WHEREAS, MDA is authorized to administer the Gulf Coast Restoration Fund monies upon appropriation by the Legislature; and

WHEREAS, pursuant to Section 20 of Senate Bill 2951 2021 Regular Session of the Mississippi Legislature, the Legislature appropriated Two Million Dollars (\$2,000,000) to assist the City of Diamondhead with its Town Center District – Commercial District Project; and

WHEREAS, pursuant to Section 2 of Senate Bill 3049 2022 Regular Session of the Mississippi Legislature, the Legislature reappropriated Two Million Dollars (\$2,000,000) to assist the City of Diamondhead with its Town Center District – Commercial District Project; and

WHEREAS, pursuant to the Gulf Coast Restoration Fund Act, Section 57-119, Mississippi Code of 1972, as amended, and the Gulf Coast Restoration Fund Regulations (the "Regulations") adopted by MDA, the Entity has filed an application (the "Application") with MDA for a grant to be used for the development of the Project, more particularly described in Item 2A of Annex A (the "Project"); and

WHEREAS, based upon the Application and other relevant factors, MDA has agreed to provide the Entity with a grant under the Gulf Coast Restoration Fund in the amount set forth in Item 3 of Annex A (the "Grant") under the terms and conditions set forth in Item 4 of Annex A, in order to fund, in part, and develop the Project; and

WHEREAS, in order to receive any funds, the Entity shall comply with the requirements of the Line-Item Appropriation Transparency Act, Section 27-104-351, Mississippi Code of 1972, as amended; and

WHEREAS, the Entity has committed to use the Grant funds for the Project; and

WHEREAS, the Project satisfies the provisions of the Gulf Coast Restoration Fund and the Regulations; and

WHEREAS, the parties hereto agree that it is necessary to provide for and demonstrate compliance with the provisions of the Act;

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, that the parties hereto intend to be legally bound hereby and in consideration of the mutual covenants hereinafter contained do hereby agree as follows:

Section 1. Grant. MDA hereby agrees to make to the Entity and the Entity hereby agrees to accept from MDA a Grant pursuant and subject to the terms of this Agreement and the Gulf Coast Restoration Fund as set forth in Annex A. The Entity hereby agrees that it will apply the proceeds of the Grant only to the costs of the Project as more fully described in the Application. The Grant shall be disbursed by MDA to the Entity in installments as provided in this Agreement pursuant to Item 4 of Annex A. MDA's obligation to make the Grant and to disburse the Grant in installments shall be subject to all of the terms and conditions of this Agreement and the Entity satisfying all of its obligations under this Agreement and the Gulf Coast Restoration Fund.

Section 2. Disbursements. The obligation of MDA to make any disbursement of the Grant shall be subject to the following conditions, as well as any others herein set forth:

- a. the Entity shall not be in default under this Agreement or the Gulf Coast Restoration Fund; and
- b. funds appropriated by the Mississippi Legislature; and
- c. the development of the Project shall have progressed at a rate and in a manner reasonably satisfactory to MDA; and
- d. the receipt by MDA of a certificate of a representative of the Entity in the form set forth in Section 3 hereof and the notice required of the Entity set forth in Section 4 hereof for such disbursement in a form satisfactory to MDA. If the Entity fails at any time to meet the conditions precedent to any disbursement of the Grant as specified in the preceding sentence, the obligation of MDA to make further disbursements in connection with the grant shall cease until such time as such condition precedent is met and satisfied. The parties hereto agree that disbursements by MDA to the Entity of the Grant shall be made by June 30, 2023. Any portion of the grant funds not disbursed before June 30, 2023 will be subject to reappropriation by the Legislature in subsequent years until the project is complete.

Section 3. Conditions. A condition precedent to all disbursements of the Grant shall be the delivery of a certificate of a representative of the Entity to the effect that:

- a. to the best of its knowledge, the representations and warranties of the Entity contained in this Agreement are true and correct as of the date of the disbursements with the same effect as if made on the date of such disbursements; and

- b. this Agreement has been duly authorized, executed and delivered by the Entity and constitutes a legal, valid and binding obligation of the Entity enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally and except to the extent that the enforceability of the rights set forth herein may be limited by the availability of any particular remedies; and
- c. this Agreement has not been amended or supplemented or modified since the date of its execution and remains in full force and effect as of the date of the disbursement; and
- d. the authorization, execution and delivery of this Agreement by the Entity, and compliance by the Entity with the provisions hereof, will not conflict with or constitute a breach or default of the Entity's duties hereunder or under any law, administrative regulation, court decree, resolution, charter, bylaw or other agreement to which the Entity is subject or by which it is bound; and
- e. there is no action, suit, proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or, to the best of its knowledge, after reasonable investigation and due inquiry, threatened against the Entity in any way contesting or affecting the validity of this Agreement or contesting the powers of the Entity to enter into or perform its obligations under this Agreement.

Section 4. Requisitions. A condition precedent to all disbursements of the Grant shall be the presentation to the State Treasurer of a warrant issued by the Department of Finance and Administration of the State or its successor to such duties, which warrant shall be issued under proper requisition signed by the Executive Director of MDA, all pursuant to Section 57-119-1(1). Warrants may only be issued for costs and expenses that are authorized by the Gulf Coast Restoration Fund and the Regulations. No requisition shall be executed by the Executive Director of MDA until the following shall have been satisfied:

- a. The Entity shall have provided MDA with reasonable written notice of the amount of the Grant disbursement requested by the Entity. Such notice shall contain all information necessary to enable MDA to prepare the requisition for a warrant described in this Section 4 including, without limitation, the name and title of the requesting representative of the Entity, the name of the party to be reimbursed and a description of the work product or service. In addition, such notice shall certify that the amount requested is the just amount due at the current time, is for a work product or service which has heretofore been delivered or performed and that all statutory requirements in

connection with the acquisition of such work product or service have been complied with by the Entity; and

- b. The Entity must provide quarterly reports on the approved reporting form provided by MDA, due January 15, April 15, July 15 and October 15 on the status of the project. The report must include a written description and an itemized report detailing the expenditure of funds or the intended expenditure of any funds that have not been spent; and
- c. The Entity must provide proof of all non-grant funds expended on the project to ensure that GCRF funds are proportionately spent in relation to the total project cost share outlined in the Application; and
- d. MDA shall have indicated in writing its approval of the request for the Grant disbursement; and
- e. Disbursement of any funds shall be contingent upon the Entity complying with the quarterly reporting requirements; and
- f. A final written itemized report on the approved form provided by MDA must be timely submitted when all state funds have been spent.

Section 5. Representations of MDA. MDA makes the following representations as the basis for the undertakings on the part of the Local Sponsor herein contained:

- a. MDA is an agency of the State and is authorized pursuant to the provisions of the Gulf Coast Restoration Fund and the Regulations to enter into the transactions contemplated by this Agreement.
- b. MDA has full power and authority to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.
- c. MDA has been duly authorized to execute and deliver this Agreement and by proper action has duly authorized the execution and delivery hereof and as to MDA, this Agreement is valid and legally binding and enforceable in accordance with its terms except to the extent that the enforceability thereof may be limited:
 - (1) by bankruptcy, reorganization, or other similar laws limiting the enforceability of creditors' rights generally; or
 - (2) by the availability of any discretionary equitable remedies.

Section 6. Representations of the Entity. The Entity makes the following representations as a basis for the Grant and the undertakings on the part of MDA, herein contained:

- a. The Entity has all necessary power and authority to enter into and perform its duties under this Agreement and, when executed and delivered by the respective parties hereto, this Agreement will constitute a legal, valid and binding obligation of the Entity enforceable in accordance with its terms except to the extent that the enforceability of the rights set forth herein may be limited:
 - (1) by bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally
 - (2) by the validity of any particular remedy.
- b. The execution and delivery of this Agreement and compliance with the provisions hereof will not conflict with, or constitute a breach of or default under, the Entity's duties under any law, administrative regulation, court decree, resolution, charter, bylaws or other agreement to which the Entity is subject or by which it is bound.
- c. There is no consent, approval, authorization or other order of, filing with, or certification by, any regulatory authority having jurisdiction over the Entity required for the execution, delivery or the consummation by the Entity of any of the transactions contemplated by this Agreement and not already obtained.
- d. There is no action, suit proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or, to the best knowledge of the Entity, after reasonable investigation and due inquiry, threatened against the Entity in any way contesting or affecting the validity of this Agreement or contesting the powers of the Entity to adopt, enter into or perform its obligations under this Agreement or materially and adversely affecting the properties or condition (financial or otherwise) or existence or powers of the Entity.
- e. The Entity will not discriminate against any employee or any applicant for employment because of race, religion, color, national origin, sex or age.
- f. The Entity shall comply with the terms and provisions of this Agreement and the Act and specifically with the terms set out in Item 4 of Annex A.
- g. The Entity certifies that all of the material information contained in the Application is true and correct as of the date of the Application and the date of this Agreement. The Entity acknowledges that MDA, in making the Grant, is relying upon the truthfulness and correctness of the material information contained in the Application. The Entity

further acknowledges that MDA must account for the proper use of funds based on the information in the Application.

- h. The Entity acknowledges that MDA will recover any expended grant funds if the assistance provided was based upon fraudulent information or if the recipient of the assistance fails to meet the performance requirements established by the Entity and MDA and referenced in the Annex A.
- i. The Entity represents and warrants that it will further the purposes of the Act.
- j. Upon request of the MDA or the Office of the State Auditor, the Entity will provide reasonable verification of its compliance with the performance metrics as set out in Annex A. Additionally, the Entity will cooperate fully with MDA and/or the Office of the State Auditor in performing audits from time to time to determine the Entity's compliance with the provision of this Agreement. The Entity further agrees that MDA and/or the Office of the State Auditor shall have the right to inspect books, records, plans and other data related to the Project.
- k. The Entity shall follow General Auditing Standards for financial and other record retention requirements.
- l. The Entity shall comply with the following requirements and responsibilities: enroll in the E-Verify program; display the E-Verify participation posters (English & Spanish) in prominent places that are visible to prospective employees and all employees who are to be verified through the system; comply with the most recent version of the E-Verify Manual; comply with current Form I-9 procedures; initiate E-verify verification procedures for new employees within three (3) business days after each employee has been hired, and record the case verification numbers on the employee's Form I-9 or print the screen containing the verification number and attach it to the employee's Form I-9.
- m. The Entity shall notify the members of the House of Representatives and Mississippi Senate at least five (5) days prior to a public ceremony announcing the award of the grant in their district or any public announcement or ceremony regarding the groundbreaking or opening of a facility, roadway or bridge using grant funds.
- n. The Entity will include the following language on signage regarding any public event or any new facility, roadway or bridge: "Funds were made available for this project by the Mississippi State Legislature."

Section 8. Termination.

- a. MDA may terminate its obligation to honor any disbursement of the Grant at any time prior to any disbursement of the Grant if any event occurs, which would constitute a default under this Agreement.
- b. It is expressly understood and agreed that the obligation of MDA to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi Legislature and the receipt of state funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, or if funds are not otherwise available to MDA, then MDA shall have the right upon ten (10) working days written notice to the Entity to terminate this Agreement without damage, penalty, cost or expense to MDA of any kind whatsoever. The effective date of termination shall be specified in the notice of termination.

Section 9. Notice Addresses. All notices given pursuant to this Agreement shall be in writing signed by the party giving the notice and shall be given by:

- a) certified mail, postage prepaid;
- b) prepaid overnight delivery; or
- c) hand delivery.

For the purposes of this Agreement, notices shall be sent to the parties at the addresses set forth on Item 5 of Annex A hereto or to such other addresses that the parties may designate in writing.

Section 10. Miscellaneous.

- a) No party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other parties. Such consent shall not be unreasonably withheld.
- b) This Agreement has been made by MDA (acting for and on behalf of the State) and the Entity, and no person other than the foregoing and their successors or assigns shall acquire or have any right under or by virtue of this Agreement.
- c) This Agreement shall become effective upon the execution and the acceptance hereof by the parties hereto and shall be valid and enforceable from and after the time of such execution and acceptance.
- d) If any section or part of a section of this Agreement shall be declared null and void or unenforceable against any of the parties hereto by any court of competent jurisdiction, such declaration shall not affect the validity or enforceability of any other section or part of a section of this Agreement.

- e) In the event any agreement contained in this Agreement shall be breached and such breach shall thereafter be waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
- f) This Agreement shall inure to the benefit of MDA and the Entity and shall be binding upon MDA and the Entity and their respective successors and assigns.
- g) This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the internal laws of the State of Mississippi, including its statutes of limitation and without regard to conflict of law principles.

All disputes regarding this Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), must be brought or filed in state court in the First Judicial District of Hinds County, Mississippi, which shall be the exclusive forum and jurisdiction for such disputes.

The Parties agree that their choice of laws and exclusive forum set forth above are mandatory and shall not be deemed permissive.

- h) This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same agreement.
- i) It is expressly understood and agreed by and between the Parties that this Agreement sets out the understandings between the Parties and that there are no promises, agreements, conditions, understandings, inducements, warranties or representations, either oral or written, express or implied, between them other than as set forth in this Agreement. No amendment, change, modification, or alteration of this Agreement shall be made other than pursuant to a written instrument signed by the parties to this Agreement.

- j) This Agreement has been prepared by the efforts of all the parties. In any construction to be made to this Agreement, it shall not be construed against any party on the basis of authorship.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

**MISSISSIPPI DEVELOPMENT AUTHORITY
(ACTING FOR AND ON BEHALF OF THE STATE
OF MISSISSIPPI)**

By: _____
Laura Hipp, Deputy Executive Director

ATTEST:

Sarah Wright, Bureau Manager

CITY OF DIAMONDHEAD

By: _____
Mayor Nancy Depreo

ATTEST:

Title: _____

**Annex A
to
Grant Agreement**

Item 1- Name of Entity: City of Diamondhead

Item 2A- Description of Project: Gulf Coast Restoration Funds to be used to assist the City of Diamondhead with road construction costs and other eligible expenditures as approved by MDA at the approved project site located in Diamondhead, Hancock County, Mississippi ("Project Site"). The Project Site is located at the intersection of Gex Road and Park Ten Drive and Gex Road to the Town Center area. Internal labor will not be reimbursable.

Item 2B- Soft Cost Expenses: Engineering, Architectural, Project Management and other soft costs shall not exceed 10% of this MDA grant amount. Any amount above 10% will be allowed to count toward the local match for the project as a whole.

Item 3- Grant Amount: \$2,000,000

Item 4- Grant Terms and Conditions

MDA will approve and make available for reimbursement purposes grant funds in an amount not to exceed Two Million Dollars (\$2,000,000) which amount has been previously approved and allocated with respect to the Project from the Gulf Coast Restoration Fund for the reimbursement of a portion of costs and expenses related to the Project. All documentation for disbursement must be received by June 30, 2023. Any grant funds not disbursed before June 30, 2023 will be subject to reappropriation by the Legislature in subsequent years until the project is complete.

The disbursement of grant funds shall be contingent upon the entity complying with the quarterly reporting requirements. No funds will be disbursed by MDA until the Entity has submitted all delinquent quarterly reports.

The Entity commits and warrants that an investment of at least a total of Four Hundred Thousand Dollars (\$400,000) will be made to incentivize the development of the project.

Item 5- Grant Performance Metrics

The Entity commits to meet the following performance metrics as determined by the Entity and MDA: (1) The City will complete the acquisition of the required property(s) and easements by June 30, 2023; and (2) The City will complete the road improvements by June 30, 2024 ("Performance Metric Commitments"). In the event that the Entity fails to satisfy the Performance Metric Commitment, then the Entity shall repay the State any expended grant funds.

MDA shall provide the Entity with written notice of default and the Entity will be given thirty (30) days following receipt of such notice to cure such default prior to the default payment becoming due and owing.

Item 6- Address Notice:

Mississippi Development Authority
Post Office Box 849
Jackson, Mississippi 39205
Attention: Financial Resources

City of Diamondhead
5000 Diamondhead Circle
Diamondhead, Mississippi 39525
Attention: Mayor Nancy Depreo

ACKNOWLEDGMENT OF MISSISSIPPI DEVELOPMENT AUTHORITY

STATE OF MISSISSIPPI)
) ss:
 COUNTY OF HINDS)

Personally appeared before me, the undersigned authority in and for the said county and state, on this the _____ day of _____, 2022, within my jurisdiction, the within named Laura Hipp who acknowledged she is the Deputy Executive Director, of the Mississippi Development Authority and that for and on behalf of said Department and as its act and deed, she executed the above and foregoing instrument, after first having been duly authorized by said Department so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the _____ day of _____, 2022.

Notary Public

My Commission Expires:

[S E A L]

ACKNOWLEDGMENT OF ENTITY

STATE OF MISSISSIPPI)
) **ss:**
COUNTY OF _____)

Personally appeared before me, the undersigned authority in and for the said county and state, on this the _____ day of _____, 2022, within my jurisdiction, the within named _____, who acknowledged he/she is the _____, of _____, and that for and on behalf of said _____, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by said _____ so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the _____
day of _____, 2022.

Notary Public

My Commission Expires:

[S E A L]

2022-295

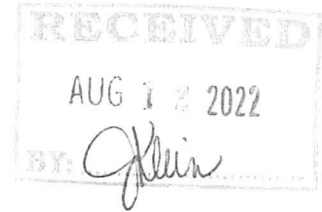
Item No. 18.



DIGITAL ENGINEERING & IMAGING, INC.

August 11, 2022

Mr. Jon McCraw
City Manager
City of Diamondhead
5300 Diamondhead Circle
Diamondhead, MS 39525



Re: Engineering Master Services Agreement (2021)
Work Assignment No. 1 GIS Maintenance
DE Invoice No.: 730-1001-18

Dear Mr. Reso:

Attached please find Invoice No. 18 for professional services on the above referenced project in the amount of **\$887.50** in accordance with our agreement.

Should you have questions or need additional information, please contact our office.

Sincerely,

DIGITAL ENGINEERING

A handwritten signature in cursive script, reading 'L. Bruce Newton'.

L. Bruce Newton, P.E., M.B.A.
President

LBN/chc

cc: Mr. Robert J. Delaune

Enclosures

City of Diamondhead
 5300 Diamondhead Circle
 Diamondhead, MS 39525

August 11, 2022

Project No: B7301001.000

Invoice No: 18

Project B7301001.000 City of Diamondhead Master Services Agreement 2021

Professional Services from July 3, 2022 to July 30, 2022

Phase 001 GIS Maintenance

Professional Personnel

	Hours	Rate	Amount	
Stein, John	2.50	145.00	362.50	
Stiegman, Patrick	5.00	105.00	525.00	
Totals	7.50		887.50	
Total Labor				887.50
		Total this Phase		\$887.50

Billings to Date

	Current	Prior	Total	
Labor	887.50	11,037.50	11,925.00	
Totals	887.50	11,037.50	11,925.00	
			Total this Invoice	\$887.50

Project B7301001.000 Diamondhead Master Services Agreement 21 Invoice 18

Billing Backup

Thursday, August 11, 2022

Digital Engineering & Imaging, Inc.

Invoice 18 Dated 8/11/2022

5:14:51 PM

Project B7301001.000 City of Diamondhead Master Services Agreement 2021

Phase 001 GIS Maintenance

Professional Personnel

			Hours	Rate	Amount	
0111	35 - Stein, John	7/22/2022	.50	145.00	72.50	
0111	35 - Stein, John	7/25/2022	1.00	145.00	145.00	
0111	35 - Stein, John	7/26/2022	.50	145.00	72.50	
0111	35 - Stein, John	7/29/2022	.50	145.00	72.50	
0139	36 - Stiegman, Patrick	7/28/2022	2.00	105.00	210.00	
	Review GIS database; Develop Minimum Square Footage Map of Parcels					
0139	36 - Stiegman, Patrick	7/29/2022	3.00	105.00	315.00	
	Develop Minimum Square Footage Map of Parcels					
	Totals		7.50		887.50	
	Total Labor					887.50
				Total this Phase		\$887.50
				Total this Project		\$887.50
				Total this Report		\$887.50

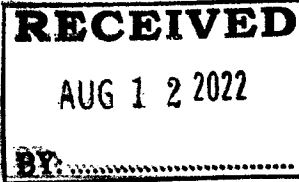
**INVOICE****Pickering Firm, Inc.**

Facility Design • Civil Engineering • Surveying •
Transportation • Natural / Water Resources

126 Rue Magnolia, Biloxi, MS 39530

PH 228.432.5925 FAX 228.432.5928 www.pickeringfirm.com

City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525



August 5, 2022

Project No: 25742.00

Invoice No: 0091733

City of Diamondhead
Strategic Initiatives & Project Agreement

Purchase Order # 2020-0489

Professional Services from July 3, 2022 to July 30, 2022

Professional Personnel

	Hours	Rate	Amount
SENIOR DESIGNER			
Ballweber, Jeff	5.00	85.00	425.00
Totals	5.00		425.00
Total Labor			425.00

Billing Limits	Current	Prior	To-Date
Total Billings	425.00	8,451.25	8,876.25
Limit			35,000.00
Remaining			26,123.75
Total this Invoice			\$425.00

Outstanding Invoices

Number	Date	Balance
0091581	7/12/2022	340.00
Total		340.00

**INVOICE**

Pickering Firm, Inc.
 Facility Design • Civil Engineering • Surveying •
 Transportation • Natural / Water Resources
 126 Rue Magnolia, Biloxi, MS 39530
 PH 228.432.5925 FAX 228.432.5928 www.pickeringfirm.com

City of Diamondhead
 5000 Diamondhead Circle
 Diamondhead, MS 39525

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AUG 1 2 2022

BY:

August 5, 2022

Project No: 26040.00

Invoice No: 0091735

Client Contact: Michael Reso

City of Diamondhead
 Culvert Rehabilitation-Makiki Drive and Kui Place
 Requisition # R-04146
 Purchase Order 2021-0313

Professional Services from July 3, 2022 to July 30, 2022

Task	001	Wetland Delineation			
Billing Limits			Current	Prior	To-Date
Total Billings			0.00	4,898.50	4,898.50
Limit					5,000.00
Remaining					101.50
Total this Task					0.00
Task	002	Wetland Permitting Assistance			
Billing Limits			Current	Prior	To-Date
Total Billings			0.00	5,622.50	5,622.50
Limit					7,800.00
Remaining					2,177.50
Total this Task					0.00
Task	003	Boundary and Topo Survey			
Billing Limits			Current	Prior	To-Date
Total Billings			0.00	4,500.00	4,500.00
Limit					4,500.00
Total this Task					0.00
Task	004	Easement Plats			
Total this Task					0.00
Task	005	Engineering Assessment			
Billing Limits			Current	Prior	To-Date
Total Billings			0.00	2,500.00	2,500.00
Limit					2,500.00
Total this Task					0.00

Project	26040.00	Makiki Dr. Culvert Replacement	Invoice	0091735
Task	006	Engineering Design		
Billing Limits		Current	Prior	To-Date
Total Billings		0.00	10,800.00	10,800.00
Limit				10,800.00
Total this Task				0.00

Task	007	Project Bidding		
Billing Limits		Current	Prior	To-Date
Total Billings		0.00	4,000.00	4,000.00
Limit				4,000.00
Total this Task				0.00

Task	008	Construction Engineering and		
Professional Personnel				
		Hours	Rate	Amount
PROFESSIONAL ENGINEER				
Wagner, Cara		1.00	97.00	97.00
RESIDENT PROJECT REPRESENTATIVE				
Ellis, Ronald		46.50	70.00	3,255.00
Keith, Austin		15.00	70.00	1,050.00
Totals		62.50		4,402.00
Total Labor				4,402.00
Billing Limits		Current	Prior	To-Date
Total Billings		4,402.00	2,513.75	6,915.75
Limit				8,000.00
Remaining				1,084.25
Total this Task				\$4,402.00
Total this Invoice				\$4,402.00
Outstanding Invoices				
	Number	Date	Balance	
	0091629	7/15/2022	2,513.75	
	Total		2,513.75	

**INVOICE****Pickering Firm, Inc.**

Facility Design • Civil Engineering • Surveying •
Transportation • Natural / Water Resources

126 Rue Magnolia, Biloxi, MS 39530

PH 228.432.5925 FAX 228.432.5928 www.pickeringfirm.com

City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

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AUG 1 2 2022

BY:

August 5, 2022

Project No: 26072.00

Invoice No: 0091736

Client Contact: Michael Reso

Work Assignment 00-14-2022

Project #: 26072.00 Kolo Ct. Ditch Improvements

Professional Services from July 3, 2022 to July 30, 2022

Task	001	Wetlands Delineation			
Billing Limits			Current	Prior	To-Date
Total Billings			0.00	3,400.00	3,400.00
Limit					4,000.00
Remaining					600.00
Total this Task					0.00

Task	002	Wetland Permitting Assistance			
Professional Personnel					
			Hours	Rate	Amount
SCIENTIST					
Harper, Wilson			6.00	85.00	510.00
McWhorter, Lauren			17.00	85.00	1,445.00
Totals			23.00		1,955.00
Total Labor					1,955.00
Billing Limits			Current	Prior	To-Date
Total Billings			1,955.00	0.00	1,955.00
Limit					6,000.00
Remaining					4,045.00
Total this Task					\$1,955.00

Task	003	Engineering Design			
Professional Personnel					
			Hours	Rate	Amount
SENIOR P.E. (LICENSED >5, <10 YR)					
Wagner, Cara			6.00	125.00	750.00
Totals			6.00		750.00
Total Labor					750.00

Project	26072.00	Kolo Ditch Improvements	Invoice	0091736
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Reimbursable Expenses**PROJECT EXPENSES-REIMB**

8/1/2022	Phelan Engineering LLC	Kolo Ct Ditch Improvements (21.5 hours @ \$130/hr)	2,450.00	
Total Reimbursables		1.15 times	2,450.00	2,817.50

Billing Limits	Current	Prior	To-Date	
Total Billings	3,567.50	1,622.50	5,190.00	
Limit			4,900.00	
Adjustment				-290.00
Total this Task				\$3,277.50

Task	004	Project Bidding		
Billing Limits		Current	Prior	To-Date
Total Billings		0.00	0.00	0.00
Limit				4,000.00
Remaining				4,000.00
Total this Task				0.00

Task	005	CE&I		
Billing Limits		Current	Prior	To-Date
Total Billings		0.00	0.00	0.00
Limit				10,000.00
Remaining				10,000.00
Total this Task				0.00
Total this Invoice				\$5,232.50

Outstanding Invoices

Number	Date	Balance
0091583	7/12/2022	505.00
Total		505.00

**INVOICE****Pickering Firm, Inc.**
 Facility Design • Civil Engineering • Surveying •
 Transportation • Natural / Water Resources

126 Rue Magnolia, Biloxi, MS 39530

PH 228.432.5925 FAX 228.432.5928 www.pickeringfirm.com

 City of Diamondhead
 5000 Diamondhead Circle
 Diamondhead, MS 39525
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AUG 1 2 2022

BY:

August 5, 2022

Project No: 26319.00

Invoice No: 0091739

Client Contact: Mike Reso

 Ahuli Drainage Improvements
 Project Number: 26319.00
Professional Services from July 3, 2022 to July 30, 2022

Task 001 Boundary and Topographic Survey

Professional Personnel

	Hours	Rate	Amount
SENIOR PROJECT MANAGER (MIN 15 YR)			
Collins, Michael Blake	1.00	115.00	115.00
SENIOR CAD TECHNICIAN (15+ YR)			
Crowder, Jr., Willis	22.00	90.00	1,980.00
McMaster, Jason	1.00	70.00	70.00
1 MAN GPS SURVEY CREW			
Adams, Theodore	19.50	150.00	2,925.00
RESIDENT PROJECT REPRESENTATIVE			
Ellis, Ronald	8.00	75.00	600.00
Totals	51.50		5,690.00
Total Labor			5,690.00

Billing Limits	Current	Prior	To-Date
Total Billings	5,690.00	13,000.00	18,690.00
Limit			13,000.00
Adjustment			-5,690.00
Total this Task			0.00

Task 002 Wetland Delineation

Professional Personnel

	Hours	Rate	Amount
SCIENTIST			
Harper, Wilson	4.00	85.00	340.00
McWhorter, Lauren	18.00	85.00	1,530.00
Totals	22.00		1,870.00
Total Labor			1,870.00

Billing Limits	Current	Prior	To-Date
Total Billings	1,870.00	2,635.00	4,505.00
Limit			6,500.00

Project	26319.00	Ahuli Drainage Improvements	Invoice	0091739
Remaining			1,995.00	

Total this Task \$1,870.00

Task 003 Wetland Permitting Assistance

Professional Personnel

	Hours	Rate	Amount
SCIENTIST			
McWhorter, Lauren	8.00	85.00	680.00
Totals	8.00		680.00
Total Labor			680.00

Billing Limits	Current	Prior	To-Date
Total Billings	680.00	0.00	680.00
Limit			8,000.00
Remaining			7,320.00
Total this Task			\$680.00

Task 004 Engineering Design

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	172.50	172.50
Limit			23,000.00
Remaining			22,827.50
Total this Task			0.00

Task 005 Project Bidding

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Limit			4,000.00
Remaining			4,000.00
Total this Task			0.00

Task 006 CE&I

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Limit			20,000.00
Remaining			20,000.00
Total this Task			0.00

Total this Invoice \$2,550.00

Outstanding Invoices

Number	Date	Balance
0091587	7/12/2022	2,675.00
Total		2,675.00

Project	26319.00	Ahuli Drainage Improvements	Invoice	0091739
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Billing Backup

Monday, August 8, 2022

Pickering

Invoice 0091739 Dated 8/5/2022

4:40:04 PM

Task	001	Boundary and Topographic Survey
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Professional Personnel

			Hours	Rate	Amount	
SENIOR PROJECT MANAGER (MIN 15 YR)						
01942	Collins, Michael Blake	7/14/2022	1.00	115.00	115.00	
SENIOR CAD TECHNICIAN (15+ YR)						
01832	Crowder, Jr., Willis	7/5/2022	9.00	90.00	810.00	
01832	Crowder, Jr., Willis	7/6/2022	7.00	90.00	630.00	
01832	Crowder, Jr., Willis	7/14/2022	6.00	90.00	540.00	
02575	McMaster, Jason	7/13/2022	.50	70.00	35.00	
02575	McMaster, Jason	7/14/2022	.50	70.00	35.00	
1 MAN GPS SURVEY CREW						
01884	Adams, Theodore	7/11/2022	4.00	150.00	600.00	
01884	Adams, Theodore	7/12/2022	2.00	150.00	300.00	
01884	Adams, Theodore	7/12/2022	8.00	150.00	1,200.00	
01884	Adams, Theodore	7/13/2022	5.50	150.00	825.00	
RESIDENT PROJECT REPRESENTATIVE						
02098	Ellis, Ronald	7/12/2022	8.00	75.00	600.00	
	Totals		51.50		5,690.00	
	Total Labor					5,690.00
				Total this Task		\$5,690.00

Task	002	Wetland Delineation
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Professional Personnel

			Hours	Rate	Amount	
SCIENTIST						
02109	Harper, Wilson	7/7/2022	4.00	85.00	340.00	
02101	McWhorter, Lauren	7/8/2022	8.00	85.00	680.00	
02101	McWhorter, Lauren	7/11/2022	6.00	85.00	510.00	
02101	McWhorter, Lauren	7/18/2022	4.00	85.00	340.00	
	Totals		22.00		1,870.00	
	Total Labor					1,870.00
				Total this Task		\$1,870.00

Task	003	Wetland Permitting Assistance
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Professional Personnel

			Hours	Rate	Amount	
SCIENTIST						
02101	McWhorter, Lauren	7/12/2022	4.00	85.00	340.00	
02101	McWhorter, Lauren	7/19/2022	4.00	85.00	340.00	
	Totals		8.00		680.00	
	Total Labor					680.00

Project	26319.00	Ahuli Drainage Improvements	Invoice	0091739
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Total this Task	\$680.00
Total this Project	\$8,240.00
Total this Report	\$8,240.00

**INVOICE****Pickering Firm, Inc.**

Facility Design • Civil Engineering • Surveying •
 Transportation • Natural / Water Resources
 126 Rue Magnolia, Biloxi, MS 39530
 228.432.5925 FAX 228.432.5928 www.pickeringfirm.com

RECEIVED

AUG 1 2 2022

BY:

August 8, 2022

Project No: 26024.00

Invoice No: 0091751

City of Diamondhead
 5000 Diamondhead Circle
 Diamondhead, MS 39525

Diamondhead Drive East Retention Pond Dredging
 Work Assignment No. 00-05-2021

Client Contact: Michael Reso

Professional Services from July 3, 2022 to July 30, 2022

Task	001	Survey					
Fee							
Total Fee		3,500.00					
Percent Complete		100.00	Total Earned		3,500.00		
			Previous Fee Billing		3,500.00		
			Current Fee Billing		0.00		
			Total Fee		0.00		
					Total this Task		0.00

Task	002	Environmental Assessment					
Billing Limits		Current		Prior	To-Date		
Total Billings		0.00		5,621.00	5,621.00		
Limit					5,800.00		
Remaining					179.00		
					Total this Task		0.00

Task	003	Engineering Design					
Billing Limits		Current		Prior	To-Date		
Total Billings		0.00		5,500.00	5,500.00		
Limit					5,500.00		
					Total this Task		0.00

Task	004	Wetland Delineation					
Fee							
Total Fee		5,000.00					
Percent Complete		100.00	Total Earned		5,000.00		
			Previous Fee Billing		5,000.00		
			Current Fee Billing		0.00		
			Total Fee		0.00		

Project	26024.00	Diamondhead Dr E Retention Pond Dredging			Invoice	0091751
Total this Task					0.00	

Task	005	Specification Development				
Billing Limits		Current	Prior	To-Date		
Total Billings		0.00	1,500.00	1,500.00		
Limit				1,500.00		
Total this Task					0.00	

Task	006	Bid Phase Services				
Professional Personnel						
		Hours	Rate	Amount		
SENIOR ENGINEER						
Wagner, Cara		2.00	190.00	380.00		
TECHNICIAN						
Keith, Austin		28.00	100.00	2,800.00		
Totals		30.00		3,180.00		
Total Labor				3,180.00		
Billing Limits		Current	Prior	To-Date		
Total Billings		3,180.00	3,512.50	6,692.50		
Limit				4,000.00		
Adjustment				-2,692.50		
Total this Task					\$487.50	

Task	007	CEI				
Billing Limits		Current	Prior	To-Date		
Total Billings		0.00	0.00	0.00		
Limit				18,750.00		
Remaining				18,750.00		
Total this Task					0.00	
Total this Invoice					\$487.50	

Project	26024.00	Diamondhead Dr E Retention Pond Dredging	Invoice	0091751
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Billing Backup

Monday, August 8, 2022

Pickering

Invoice 0091751 Dated 8/8/2022

10:51:39 AM

Task	006	Bid Phase Services
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Professional Personnel

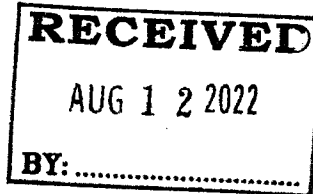
			Hours	Rate	Amount	
SENIOR ENGINEER						
02031	Wagner, Cara	7/21/2022	1.00	190.00	190.00	
02031	Wagner, Cara	7/25/2022	1.00	190.00	190.00	
TECHNICIAN						
02553	Keith, Austin	7/13/2022	3.00	100.00	300.00	
02553	Keith, Austin	7/14/2022	5.00	100.00	500.00	
02553	Keith, Austin	7/20/2022	3.00	100.00	300.00	
02553	Keith, Austin	7/21/2022	5.00	100.00	500.00	
02553	Keith, Austin	7/25/2022	4.00	100.00	400.00	
02553	Keith, Austin	7/26/2022	5.00	100.00	500.00	
02553	Keith, Austin	7/27/2022	2.00	100.00	200.00	
02553	Keith, Austin	7/29/2022	1.00	100.00	100.00	
Totals			30.00		3,180.00	
Total Labor						3,180.00
					Total this Task	\$3,180.00
					Total this Project	\$3,180.00
					Total this Report	\$3,180.00

**INVOICE****Pickering Firm, Inc.**

Facility Design • Civil Engineering • Surveying •
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126 Rue Magnolia, Biloxi, MS 39530

PH 228.432.5925 FAX 228.432.5928 www.pickeringfirm.com

City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525



August 8, 2022

Project No: 26023.00

Invoice No: 0091750

Lily Pond Dredging
Work Assignment No. 00-06-2021

Client Contact: Michael Reso

Professional Services from July 3, 2022 to July 30, 2022

Task 001 Survey

Fee

Total Fee 7,500.00

Percent Complete

100.00

Total Earned

7,500.00

Previous Fee Billing

7,500.00

Current Fee Billing

0.00

Total Fee

0.00

Total this Task

0.00

Task 002 Environmental Assessment

Billing Limits**Current****Prior****To-Date**

Total Billings

0.00

5,321.00

5,321.00

Limit

5,800.00

Remaining

479.00

Total this Task

0.00

Task 003 Engineering Design

Billing Limits**Current****Prior****To-Date**

Total Billings

0.00

5,500.00

5,500.00

Limit

5,500.00

Total this Task

0.00

Task 004 Wetland Delineation

Fee

Total Fee 5,000.00

Percent Complete

100.00

Total Earned

5,000.00

Previous Fee Billing

5,000.00

Current Fee Billing

0.00

Total Fee

0.00

Project	26023.00	Lily Pond Dredging	Invoice	0091750
Total this Task			0.00	

Task	005	Specification Development		
Billing Limits		Current	Prior	To-Date
Total Billings		0.00	1,500.00	1,500.00
Limit				1,500.00
Total this Task			0.00	

Task	006	Bid Phase Services		
Professional Personnel				
		Hours	Rate	Amount
SENIOR ENGINEER				
Wagner, Cara		1.00	190.00	190.00
INSPECTOR				
Ellis, Ronald		3.00	100.00	300.00
Totals		4.00		490.00
Total Labor				490.00
Billing Limits		Current	Prior	To-Date
Total Billings		490.00	3,530.00	4,020.00
Limit				4,000.00
Adjustment				-20.00
Total this Task			\$470.00	

Task	007	CEI		
Billing Limits		Current	Prior	To-Date
Total Billings		0.00	0.00	0.00
Limit				16,125.00
Remaining				16,125.00
Total this Task			0.00	
Total this Invoice			\$470.00	

Project	26023.00	Lily Pond Dredging	Invoice	0091750
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Billing Backup

Monday, August 8, 2022

Pickering

Invoice 0091750 Dated 8/8/2022

10:44:40 AM

Task	006	Bid Phase Services
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Professional Personnel

			Hours	Rate	Amount	
SENIOR ENGINEER						
02031	Wagner, Cara	7/21/2022	1.00	190.00	190.00	
INSPECTOR						
02098	Ellis, Ronald	7/8/2022	1.50	100.00	150.00	
02098	Ellis, Ronald	7/8/2022	1.50	100.00	150.00	
Totals			4.00		490.00	
Total Labor						490.00

Total this Task	\$490.00
------------------------	-----------------

Total this Project	\$490.00
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Total this Report	\$490.00
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In Item No.20.

jason@jjc-eng.com



Date	8/29/2022
Invoice #	17-057-149

Bill To

City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525
Atten: Jeannie Klein

Project

Montjoy Creek Improvements[illegible][illegible]

August 31, 2022

Jon McCraw
City Manager
City of Diamondhead
Via email to: jmccraw@diamondhead.ms.gov

Re: Makiki Dr. Drainage
00-14-2021
J&A Excavation LLC
Pickering Firm, Inc. Project No. 26040.00

Jon:

Transmitted herewith is a copy of Pay Application Two (2) for the above referenced project and contract. We recommend payment approval of this Estimate for J&A Excavation LLC in the amount of **\$23,720.78** by the City of Diamondhead at the next regularly scheduled board meeting.

Upon approval, please return a copy of this estimate signed (in space provided on recap sheet of estimate) to us for our records.

The contract time to complete the work for this project is 90 consecutive calendar days. Based on the Notice to Proceed start date of July, 18, 2022, the contract completion date is October 16, 2022. At the time of this letter, there are 46 days left on the contract. There have been various delays with homeowner conflicts that have slowed construction. At this moment, we do not anticipate the need for additional time. There is the potential for further delays with property owner. Should the need for additional time arise, we will notify the city.

We appreciate the opportunity to serve you on this project. Should you have any questions concerning our recommendation, please do not hesitate to contact me.

Sincerely,

PICKERING FIRM, INC.



Cara Wagner, PE

Enclosures (1): Ann Parker, J&A Excavation LLC

Contractors Application for Payment No.

Item No.21.

Application Period:	9/2/2022	Application Date:	9/2/2022
To (Owner): City of Diamondhead	From (Contractor): J and A Excavation Inc.	Via (Engineer)	Pickering
Project: Makiki Drive Drainage	Contract: Makiki Drive Drainage		
Contract No: 00-14-2021	Contractor's Project No.:	Engineer's Project No.:	26040.00

APPLICATION FOR PAYMENT

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
	\$ -	\$ -
NET CHANGE BY CHANGE ORDERS	\$ -	


1. Original Contract Price	\$ 138,945.00
2. Net change by Change Orders	\$ -
3. Current Contract Price (Line 1 ± Line 2)	\$ 138,945.00
4. Total Completed and Stored to Date (Column F on Progress Estimate)	\$ 41,951.75
5. Retainage:	
a. 5.0% x \$ 41,951.75 Work Completed	\$ 2,097.59
b. 5.0% x \$ - Stored Material	\$ -
c. Total Retainage (Line 5a + Line 5b)	\$ 2,097.59
6. Amount Eligible to Date (Line 4 - Line 5c)	\$ 39,854.16
7. Less Previous Payments (Line 6 from prior Application)	\$ 16,133.38
8. Amount Due This Application	\$ 23,720.78
9. Balance to Finish, Plus Retainage (Column G on Progress Estimate + Line 5 above)	\$ 99,090.84

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: Ann Parker Date: 08/31/22

Payment of: \$23,720.78
(Line 8 or other - attach explanation of other amount)

is recommended by:  09/01/2022
(Engineer) (Date)

Payment of: \$ 23,720.78 -
(Line 8 or other - attach explanation of other amount)

is approved by: _____
(Owner)

Approved by: _____
Funding Agency (if applicable) (Date)

Progress Estimate

Contractor's Item No.21.

For (contract): Makiki Drive Drainage - Makiki Drive Drainage					Application Number:			2					
Application Period: 9/2/2022					Application Date:			9/2/2022					
A					B			C	D	E	F		G
Item					Bid Value	Quantity per Pay App	Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D+E)	% (F) / B	Balance to Finish (B-F)
Pay Item No.	Description	Bid Quantity	Unit	Unit Price									
	BASE BID												
1	Mobilization	1	LS	\$ 18,850.00	\$ 18,850.00	0.4	\$ 7,540.00	0.65	\$ 12,252.50		\$ 12,252.50	65%	\$ 6,597.50
2	Stormwater Protection	1	LS	\$ 6,500.00	\$ 6,500.00	0	\$ -	0.5	\$ 3,250.00		\$ 3,250.00	50%	\$ 3,250.00
3	Erosion Control Blanket	1370	SY	\$ 1.75	\$ 2,397.50	651	\$ 1,139.25	851	\$ 1,489.25		\$ 1,489.25	62%	\$ 908.25
4	Clearing and Grubbing	0.3	AC	\$ 10,850.00	\$ 3,255.00	0.1	\$ 1,085.00	0.3	\$ 3,255.00		\$ 3,255.00	100%	\$ -
5	Removal and Replacement of Fence	405	LF	\$ 25.00	\$ 10,125.00	300	\$ 7,500.00	300	\$ 7,500.00		\$ 7,500.00	74%	\$ 2,625.00
6	Removal of Existing Pipe	81	LF	\$ 15.00	\$ 1,215.00	0	\$ -	0	\$ -		\$ -		\$ 1,215.00
7	Removal of Structure	1	Each	\$ 3,850.00	\$ 3,850.00	0	\$ -	0	\$ -		\$ -		\$ 3,850.00
8	Channel Clearing & Shaping	800	LF	\$ 10.00	\$ 8,000.00	0	\$ -	650	\$ 6,500.00	\$ -	\$ 6,500.00	81%	\$ 1,500.00
9	Exces Excavation (FM)	461	CY	\$ 15.00	\$ 6,915.00	230	\$ 3,450.00	230	\$ 3,450.00	\$ -	\$ 3,450.00	50%	\$ 3,465.00
10	Borrow Excavation (FM)	73	CY	\$ 18.00	\$ 1,314.00	0	\$ -	0	\$ -	\$ -	\$ -		\$ 1,314.00
11	Bedding Material (FM)	50	CY	\$ 82.00	\$ 4,100.00	0	\$ -	0	\$ -	\$ -	\$ -		\$ 4,100.00
12	Riprap Loos (300# 3' THICK)	255	SY	\$ 16.50	\$ 4,207.50	0	\$ -	0	\$ -	\$ -	\$ -		\$ 4,207.50
13	Grassing	1370	SY	\$ 5.00	\$ 6,850.00	851	\$ 4,255.00	851	\$ 4,255.00	\$ -	\$ 4,255.00	62%	\$ 2,595.00
14	Bermud Sod	50	SY	\$ 9.00	\$ 450.00	0	\$ -	0	\$ -	\$ -	\$ -		\$ 450.00
15	Water Main Adjustment	25	LF	\$ 250.00	\$ 6,250.00	0	\$ -	0	\$ -	\$ -	\$ -		\$ 6,250.00
16	Asphal Road Repair	50	SY	\$ 50.00	\$ 2,500.00	0	\$ -	0	\$ -	\$ -	\$ -		\$ 2,500.00
17	4" White Painted Stripe	120	LF	\$ 27.50	\$ 3,300.00	0	\$ -	0	\$ -	\$ -	\$ -		\$ 3,300.00
18	24" RCP	8	LF	\$ 42.00	\$ 336.00	0	\$ -	0	\$ -	\$ -	\$ -		\$ 336.00
19	42" RCP	56	LF	\$ 155.00	\$ 8,680.00	0	\$ -	0	\$ -	\$ -	\$ -		\$ 8,680.00
20	24" FES	1	Each	\$ 1,500.00	\$ 1,500.00	0	\$ -	0	\$ -	\$ -	\$ -		\$ 1,500.00
21	24" FES	1	Each	\$ 3,250.00	\$ 3,250.00	0	\$ -	0	\$ -	\$ -	\$ -		\$ 3,250.00
22	Juction Box	1	Each	\$ 10,500.00	\$ 10,500.00	0	\$ -	0	\$ -	\$ -	\$ -		\$ 10,500.00
23	Conflict Box	1	Each	\$ 17,500.00	\$ 17,500.00	0	\$ -	0	\$ -	\$ -	\$ -		\$ 17,500.00

Progress Estimate

Contractor's Item No.21.

For (contract): Makiki Drive Drainage - Makiki Drive Drainage					Application Number:			2					
Appliction Period: 9/2/2022					Application Date:			9/2/2022					
A					B			C	D	E	F		G
Item		Bid Quantity	Unit	Unit Price	Bid Value	Quantity per Pay App	Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D+E)	% (F) / B	Balance to Finish (B- F)
Pay Item No.	Description												
24	Headwall for 2 Barrel 42"	1	Each	\$ 5,500.00	\$ 5,500.00	0	\$ -	0	\$ -	\$ -	\$ -		\$ 5,500.00
25	18" Ductile Iron Sewer Pipe	20	LF	\$ 80.00	\$ 1,600.00	0	\$ -	0	\$ -	\$ -	\$ -		\$ 1,600.00
	Total				\$ 138,945.00		\$ 24,969.25		\$ 41,951.75	\$ -	\$ 41,951.75	30.19%	\$ 96,993.25

Year 1	Vendor	Monthly Pest Control	Quarterly Outdoor Pest Control	Quarterly Termite Service	Installation of Termite Baiting Stations	# of Baiting Stations	Total Cost
	Maley's Pest Control	115.00	125.00	4,835.00			6,715.00
	Bay Pest Control	135.00	65.00	985.00			5,820.00
	DH Terminte & Pest	500.00	-	450.00	1,980.00	90	9,780.00
Year 2	Vendor	Monthly Pest Control	Quarterly Outdoor Pest Control	Quarterly Termite Service	Installation of Termite Baiting Stations	# of Baiting Stations	Total Cost
	Maley's Pest Control	115.00	125.00	-			1,880.00
	Bay Pest Control	135.00	65.00	275.00			2,980.00
	DH Terminte & Pest	500.00	-	450.00	-	90	7,800.00
Total	Vendor	Monthly Pest Control	Quarterly Outdoor Pest Control	Quarterly Termite Service	Installation of Termite Baiting Stations	# of Baiting Stations	Total Cost
	Maley's Pest Control	2,760.00	1,000.00	4,835.00	-	-	8,595.00
	Bay Pest Control	3,240.00	520.00	5,040.00	-	-	8,800.00
	DH Terminte & Pest	12,000.00	-	3,600.00	1,980.00	-	17,580.00



Mayor Depreo	
Councilmember Maher	A
Councilmember Finley	Ward 1
Councilmember Liese	Ward 2
Councilmember Cumberland	Ward 3
Councilmember Clark	Ward 4

Item No.23.

MINUTES
REGULAR MEETING OF THE CITY COUNCIL
Tuesday, July 19, 2022
6:00 PM CST
Council Chambers, City Hall

Call to Order.

Mayor Pro Temp Clark called the meeting to order at 6:00 p.m.

Invocation -Councilmember Maher

Pledge of Allegiance

Roll Call

PRESENT

Councilmember-At-Large Gerard Maher
Ward 1 Shane Finley -via teleconference/in-person
Ward 2 Anna Liese
Ward 3 John Cumberland
Ward 4 Charles Clark

ABSENT

Mayor Nancy Depreo

Confirm or Adjust Agenda Order

Motion made by Ward 3 Cumberland, Seconded by Ward 2 Liese to amend and confirm the agenda with the following addition:

19. a 2022-262: Motion to authorize the Planning Commission to conduct a public hearing to consider a text/map amendment on the Map of Minimum Square Footage Requirements for a selected area within the inner circle of Diamondhead Drive (East, West and North).

Motion made by Ward 3 Cumberland, Seconded by Ward 2 Liese.

Voting Yea: Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Liese, Ward 3 Cumberland, Ward 4 Clark

MOTION CARRIED UNANIMOUSLY

Presentation Agenda.

Council Comments.

1. The next Regular City Council Meeting will be held August 2, 2022 at 6:00 p.m. in Council Chamber at City Hall.
2. Proclamation recognizing the Dog Park Steering Committee was postponed until the next Council Meeting.

City Manager's Report.

1. East Aloha Improvement Phase 1 Update
2. MEMA Acquisition Program update with Adam Ferguson, Rostan Solutions Senior Advisor - Disaster Recovery Programs participating via teleconference and providing an overview of the site selection process with priority to those properties located in the FEMA's Special Hazard Flood Area.

Public Comments on Agenda Items - None.

Policy Agenda.

Minutes:

1. Motion to approve the July 5, 2022 Regular Meeting Minutes.

Motion made by Councilmember-At-Large Maher, Seconded by Ward 2 Liese to approve the July 5, 2022 Regular Meeting Minutes.

Voting Yea: Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Liese, Ward 3 Cumberland, Ward 4 Clark

MOTION CARRIED UNANIMOUSLY

2. Motion to approve the July 12, 2022 Recess Meeting Minutes.

Motion made by Ward 3 Cumberland, Seconded by Councilmember-At-Large Maher to approve the July 12, 2022 Recess Meeting Minutes.

Voting Yea: Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Liese, Ward 3 Cumberland, Ward 4 Clark

MOTION CARRIED UNANIMOUSLY

Tabled Matters:

3. **2022-231:** Motion to accept and award the low bid received from Moran Hauling, Inc. in the amount of \$171,479.06 for the Hilo Way Drainage Improvement Project, authorize City Manager to execute the contract for same and issue the Notice to Proceed as appropriate.

NO ACTION TAKEN

Resolutions:

4. **2022-251:** Motion to adopt Resolution 2022-047 thereby acquiring by donation Lot 50, Block 9, Unit 4, Phase 1 from Catherine Gankofskie with estimated value of \$6,750.

Motion made by Ward 3 Cumberland, Seconded by Councilmember-At-Large Maher to adopt Resolution 2022-047 thereby acquiring by donation Lot 50, Block 9, Unit 4, Phase 1 from Catherine Gankofskie with estimated value of \$6,750.

Voting Yea: Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Liese, Ward 3 Cumberland, Ward 4 Clark

MOTION CARRIED UNANIMOUSLY

5. **Motion 2022-253:** Motion to adopt Resolution 2022-048 thereby abandoning a 5' drainage/utility easement on each side of the common property line between Lot 1, Beaux Vue Subdivision, Phase 1 and Lot A, The Preserve Subdivision, Phase 1. The parcel number is 067K-2-36-216.001. The physical address is 87120 Highpoint Drive. (Levy)

Motion made by Councilmember-At-Large Maher, Seconded by Ward 2 Liese to adopt Resolution 2022-048 thereby abandoning a 5' drainage/utility easement on each side of the common property line between Lot 1, Beaux Vue Subdivision, Phase 1 and Lot A, The Preserve Subdivision, Phase 1. The parcel number is 067K-2-36-216.001. The physical address is 87120 Highpoint Drive. (Levy)

Voting Yea: Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Liese, Ward 3 Cumberland, Ward 4 Clark

MOTION CARRIED UNANIMOUSLY

6. **2022-254:** Motion to adopt Resolution 2022-049 thereby abandoning a 10' utility easement on the rear of the property of Lot 1, Beaux Vue Subdivision, Phase 1 and accepting the dedication of a 10' utility easement on the front of the property of Lot 1, Beaux Vue Subdivision, Phase 1 and Lot A, The Preserve Subdivision, Phase 1. The physical address is 87120 Highpoint Dr.; parcel number 067K-2-36-216.001. (Levy)

Motion made by Ward 2 Liese, Seconded by Ward 3 Cumberland to adopt Resolution 2022-049 thereby abandoning a 10' utility easement on the rear of the property of Lot 1, Beaux Vue Subdivision, Phase 1 and accepting the dedication of a 10' utility easement on the front of the property of Lot 1, Beaux Vue Subdivision, Phase 1 and Lot A, The Preserve Subdivision, Phase 1. The physical address is 87120 Highpoint Dr.; parcel number 067K-2-36-216.001. (Levy)

Voting Yea: Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Liese, Ward 3 Cumberland, Ward 4 Clark

MOTION CARRIED UNANIMOUSLY

7. **2022-258:** Motion to adopt Resolution 2022-050 finding and determining that the Resolution declaring intent of the Diamondhead City Council to either issue General Obligation Bonds of the City, Issue a General Obligation Bond of the City for Sale the Mississippi Development Bank or enter into a loan with the Mississippi Development Bank, all in the aggregate principal amount of not to exceed \$6,000,000 and adopted on June 7, 2022, was published as required by Law, that no petitions or other objections of any kind or character against the issuance of General Obligation Bonds of the city, or the Issuance of a Qualified Obligation Bond of the City for purchase by the Mississippi Development Bank or for the City to borrow funds by entering in to a loan with the Mississippi Development Bank, all described in said resolution was filed, and authorizing said bonds and loan to be issued or entered into, as the case may be.

Motion made by Councilmember Cumberland, Seconded by Ward 2 Liese to adopt Resolution 2022-050 finding and determining that the Resolution declaring intent of the Diamondhead City Council to either issue General Obligation Bonds of the City, Issue a General Obligation Bond of the City for Sale the Mississippi Development Bank or enter into a loan with the Mississippi Development Bank, all in the aggregate principal amount of not to exceed \$6,000,000 and adopted on June 7, 2022, was published as required by Law, that no petitions or other objections of any

kind or character against the issuance of General Obligation Bonds of the city, or the Issuance of a Qualified Obligation Bond of the City for purchase by the Mississippi Development Bank or for the City to borrow funds by entering in to a loan with the Mississippi Development Bank, all described in said resolution was filed, and authorizing said bonds and loan to be issued or entered into, as the case may be.

Voting Yea: Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Liese, Ward 3 Cumberland, Ward 4 Clark

MOTION CARRIED UNANIMOUSLY

8. **2022-260:** Motion to adopt Resolution 2022-051 authorizing application to Mississippi Development Authority for FY22 Gulf Coast Restoration Fund project funding.

Motion made by Councilmember-At-Large Maher, Seconded by Ward 2 Liese to adopt Resolution 2022-051 authorizing application to Mississippi Development Authority for FY22 Gulf Coast Restoration Fund project funding.

Voting Yea: Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Liese, Ward 3 Cumberland, Ward 4 Clark

MOTION CARRIED UNANIMOUSLY

Consent Agenda:

Motion made by Councilmember-At-Large Maher, Seconded by Ward 3 Cumberland to approve the following consent agenda items:

9. **2022-247:** Motion to accept FY21 Audit Engagement Letter with Necaise & Company.
10. **2022-248:** Motion to approve payment to Machado Patano in the amount of \$1,462.50 for professional services relating to the Hilo Way Drainage Project.
11. **2022-249:** Motion to approve payment to Digital Engineering for professional services in the amount of \$1,160.00 for GIS Maintenance, \$3,187.50 Paving Phase 4 and \$1,917.50 for Beaux Vue Phase 2 Drainage.
12. **2022-250:** Motion to approve the Memorandum of Understanding with the Mississippi Department of Marine Resources for FY22 GOMESA Funding Award.
13. **2022-252:** Motion to approve payment to Compton Engineering in the amount of \$2,777.50 for professional services relating to Anahola and Hana Place Drainage.
14. **2022-257:** Motion to approve payment to Rostan Solutions in the amount of \$4,427.50 for professional services for the period June 1 - 30, 2022 relating Grant Administration DR4576 (Zeta).

Voting Yea: Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Liese, Ward 3 Cumberland, Ward 4 Clark

MOTION CARRIED UNANIMOUSLY

Action Agenda.

- 15. 2022-246:** Motion to approve Change Order No. 3 to East Aloha Improvements Phase 1 adding 50 calendar days for project completion with no change in project cost.

Motion made by Ward 3 Cumberland, Seconded by Ward 2 Liese to table Change Order No. 3 to East Aloha Improvements Phase 1 adding 50 calendar days for project completion with no change in project cost.

Voting Yea: Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Liese, Ward 3 Cumberland, Ward 4 Clark

MOTION CARRIED UNANIMOUSLY

- 16. Motion 2022-255:** Motion to authorize the Planning Commission to publish and hold a public hearing for the purpose of creating zoning districts and use regulations for Medical Cannabis facilities.

Motion made by Councilmember-At-Large Maher, Seconded by Ward 2 Liese to authorize the Planning Commission to publish and hold a public hearing for the purpose of creating zoning districts and use regulations for Medical Cannabis facilities.

Voting Yea: Councilmember-At-Large Maher, Ward 2 Liese, Ward 3 Cumberland, Ward 4 Clark
Voting Nay: Ward 1 Finley

MOTION CARRIED UNANIMOUSLY

- 17. 2022-256:** Motion to accept the form of the FY23 Budget (department level), set the public hearing for August 23, 2022 and approve the advertisement providing public notice of same.

Motion made by Ward 3 Cumberland, Seconded by Councilmember-At-Large Maher to accept the form of the FY23 Budget (department level), set the public hearing for August 23, 2022 and approve the advertisement providing public notice of same.

Voting Yea: Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Liese, Ward 3 Cumberland, Ward 4 Clark

MOTION CARRIED UNANIMOUSLY

- 18. 2022-259:** Motion to authorize the Planning Commission to hold a public hearing to consider a Text Amendment to the Zoning Ordinance and/or Subdivision Regulations to require a specified number of home designs.

Motion made by Councilmember-At-Large Maher, Seconded by Ward 2 Liese to authorize the Planning Commission to hold a public hearing to consider a Text Amendment to the Zoning Ordinance and/or Subdivision Regulations to require a specified number of home designs.

Voting Yea: Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Liese, Ward 3 Cumberland, Ward 4 Clark

MOTION CARRIED UNANIIMOUSLY

- 19. 2022-261:** Motion to adopt the Final Plat-Diamondhead Lakes, Phase 1 subject to (1) the identification of drainage and utility easements on the rear lots adjacent to the golf course; (2) the identification of 5' drainage and utility easements along all side lot lines; (3) submission of letter from Cara Wagner of Pickering Firm, engineer of record, regarding construction of subdivision in accordance with approved plans; (4) submission of letter from Ben Benvenuti, City Engineer, regarding construction of subdivision in accordance with approved plans; (5) approval of final inspection of the improvements of the subdivision; (6) submission of appropriate maintenance bond or surety; (7) the construction of ditches along the street frontage for selected lots; (8) the installation of a cross culvert to carry water surface runoff to the detention pond; (9) the ditches and cross culvert shall be installed in accordance with plans to be inspected and approved by the City Engineer, all conditions must be completed to the satisfaction of the City before any building permit(s) shall be issued.

Motion made by Councilmember-At-Large Maher, Seconded by Ward 2 Liese to table adoption of the Final Plat-Diamondhead Lakes, Phase 1 subject to (1) the identification of drainage and utility easements on the rear lots adjacent to the golf course; (2) the identification of 5' drainage and utility easements along all side lot lines; (3) submission of letter from Cara Wagner of Pickering Firm, engineer of record, regarding construction of subdivision in accordance with approved plans; (4) submission of letter from Ben Benvenuti, City Engineer, regarding construction of subdivision in accordance with approved plans; (5) approval of final inspection of the improvements of the subdivision; (6) submission of appropriate maintenance bond or surety; (7) the construction of ditches along the street frontage for selected lots; (8) the installation of a cross culvert to carry water surface runoff to the detention pond; (9) the ditches and cross culvert shall be installed in accordance with plans to be inspected and approved by the City Engineer, all conditions must be completed to the satisfaction of the City before any building permit(s) shall be issued.

Voting Yea: Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Liese, Ward 3 Cumberland, Ward 4 Clark

MOTION CARRIED UNANIMOUSLY

- 19 a. 2022-262:** Motion to authorize the Planning Commission to conduct a public hearing to consider a text/map amendment on the Map of Minimum Square Footage Requirements for a selected area within the inner circle of Diamondhead Drive (East, West and North)

Motion made by Councilmember-At-Large Maher, Seconded by Ward 3 Cumberland to authorize the Planning Commission to hold a public hearing to consider a Text Amendment to the Zoning Ordinance and/or Subdivision Regulations to require a specified number of home designs.

Voting Yea: Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Liese, Ward 3 Cumberland, Ward 4 Clark

MOTION CARRIED UNANIMOUSLY

AT 6:50 P.M., WARD 1 COUNCILMEMBER FINLEY ENTERED THE MEETING ROOM, DISCONNECTED THE TELEPHONIC ATTENDANCE AND PARTICIPATED IN-PERSON FOR THE REMAINDER OF THE MEETING.

Routine Agenda.

Claims Payable

20. Motion to approve Docket of Claims (DKT159812- DKT159851) in the amount of \$148,446.40.

Motion made by Councilmember-At-Large Maher, Seconded by Ward 3 Cumberland to approve the Docket of Claims (DKT159812- DKT 159851) in the amount of \$148,446.40.

Voting Yea: Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Liese, Ward 3 Cumberland, Ward 4 Clark

MOTION CARRIED UNANIMOUSLY

Department Reports

- a. Police Department
Building Department
Code Enforcement
Privilege License
Court Department

Motion made by Ward 4 Clark, Seconded by Ward 1 Finley to accept the following department reports:

Voting Yea: Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Liese, Ward 3 Cumberland, Ward 4 Clark

MOTION CARRIED UNANIMOUSLY

Public Comments on Non-Agenda Items.

Amy Egolf addressed the Council with concerns regarding her lot.

Durrell Pellegrin addressed the Council thanking Interim City Manager McCraw visiting his property to address his drainage concerns.

Executive Session - If Necessary

At 7:03 p.m., motion made by Ward 1 Finley, Seconded by Ward 3 Cumberland to enter closed session to determine the necessity for an executive session.

Voting Yea: Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Liese, Ward 3 Cumberland, Ward 4 Clark

MOTION CARRIED UNANIMOUSLY

Motion made by Ward 1 Finley, Seconded by Ward 3 Cumberland to enter executive session for personnel matters pursuant to MS Code 25-41-7 4 (a).

Voting Yea: Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Liese, Ward 3 Cumberland, Ward 4 Clark

MOTION CARRIED UNANIMOUSLY

Motion made by Ward 1 Finley, Seconded by Ward 3 Cumberland to exit executive session.

Voting Yea: Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Liese, Ward 3 Cumberland, Ward 4 Clark

MOTION CARRIED UNANIMOUSLY

At 7:59 p.m. motion made by Ward 1 Finley, Seconded by Ward 3 Cumberland to exit closed session.

Voting Yea: Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Liese, Ward 3 Cumberland, Ward 4 Clark

MOTION CARRIED UNANIMOUSLY

CITY ATTORNEY CUSICK ANNOUNCED FOR THE RECORD THAT WHILE IN EXECUTIVE SESSION, THE COUNCIL TOOK NO OFFICIAL ACTION OF RECORD.

Adjourn/Recess.

At 8:00 p.m., motion made by Ward 1 Finley, Seconded by Ward 3 Cumberland to adjourn.

Voting Yea: Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Liese, Ward 3 Cumberland, Ward 4 Clark

MOTION CARRIED UNANIMOUSLY

Nancy Depreo
Mayor

Jeannie Klein
City Clerk



Covington Civil & Environmental, LLC
 2300 14th Street
 Gulfport, MS 39501
 228-396-0486

Project Title Project Number Invoice #	Commercial District Transformation Project					
	16383.08					
	16383.08-9					
Budgeted Tasks	Budget	Previously Billed	Current Invoice	Total Billed to Date	Balance Remaining	Percentage Complete
Task 1 - Topographic and Boundary Surveying	\$ 63,000.00	\$ 63,000.00	\$ -	\$ 63,000.00	\$ -	100.00%
Task 2 – Preliminary Design and Conceptual Roadway Alignment Plan	\$ 34,500.00	\$ 34,500.00	\$ -	\$ 34,500.00	\$ -	100.00%
Task 3 – Permitting	\$ 15,500.00	\$ 14,422.75	\$ 930.00	\$ 15,352.75	\$ 147.25	99.05%
Task 4 - Land Acquisition Support Documents	\$ 60,000.00	\$ 6,000.00	\$ 600.00	\$ 6,600.00	\$ 53,400.00	11.00%
Task 5 - Geotechnical Investigations	\$ 10,500.00	\$ 4,515.00	\$ -	\$ 4,515.00	\$ 5,985.00	43.00%
Task 6 - Roadway Design Plans	\$ 182,000.00	\$ 126,490.00	\$ 36,400.00	\$ 162,890.00	\$ 19,110.00	89.50%
Task 7 - Bidding	\$ 9,500.00	\$ 95.00	\$ -	\$ 95.00	\$ 9,405.00	1.00%
Task 8 - Construction Engineering and Inspection	\$ 245,000.00	\$ -	\$ -	\$ -	\$ 245,000.00	0.00%
Total	\$ 620,000.00	\$ 249,022.75	\$ 37,930.00	\$ 286,952.75	\$ 333,047.25	46%
*Task 8 is based on a 12-month construction schedule. Tasks 1, 2, 3 5, 6 and 7 shall be billed as a fixed fee lump sum cost based on percentage complete. Tasks 4 and 8 shall be billed per the attached rate schedule						

Covington Civil & Environmental, LLC

2300 14th Street
Gulfport, MS 39501

Invoice*Item No.24.***Invoice #:** 16383.08-9**Invoice Date:** 8/22/2022**Due Date:** 9/21/2022**Project:** 16383.08 Commercial Di...**P.O. Number:****Terms:** Net 30**Bill To:**

City of Diamondhead

Description	Hours/Qty	Rate	Amount
Commercial District Transformation Project Professional Engineering Services Services Provided 05/01/2022 - 07/31/2022			
Task 3 – Permitting	0.06	15,500.00	930.00
Task 4 – Land Acquisition Support Documents	0.01	60,000.00	600.00
Task 5 – Geotechnical Investigations	0	10,500.00	0.00
Task 6 – Roadway Design Plans	0.2	182,000.00	36,400.00
Task 7 – Bidding	0	9,500.00	0.00
Task 8 – Construction Engineering and Inspection	0	245,000.00	0.00

All payments are due by "Due Date" shown on invoice.
Finance fees will be charged for all payments received past
"Due Date". Please call 228-396-0486 with any questions
about invoice.

Total \$37,930.00

Payments/Credits \$0.00

Balance Due \$37,930.00

May 5, 2022

To Whom it May Concern,

Please be advised that we will be moving and will have a new mailing address as of 05.31.22. Please update your records.

Old Address:


2510 14th Street
Suite 1010
Gulfport, MS 39501

NEW Address:

2300 14th Street
Gulfport, MS 39501

Thank you for your prompt attention to this matter. Please do not hesitate to contact us with any questions.

Sincerely,



Accounting Director



2022-314

Item No.25.

918 Howard Ave. Suite F
Biloxi, MS 39530
(228)388-1950



City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525
Ronald Jones

Invoice number 14089
Date 08/04/2022

Project **0275.20.007 Master Services Plan
Review 2021-2023**

Professional Services through July 31, 2022

Invoice Summary

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Current Billed
TACO BELL REVIEW	5,000.00	68.76	2,930.25	3,437.75	1,562.25	507.50
Total	5,000.00	68.76	2,930.25	3,437.75	1,562.25	507.50

Fees

Taco Bell Review

	Hours	Rate	Billed Amount
Sr. Professional Engineer			
John M. van Duijvendijk			
Project Time	0.50	145.00	72.50
Revision review			
Nicholas W. Moody			
Project Time	3.00	145.00	435.00
Civil re-review.			
Plan Review			
Subtotal	3.50		507.50
Phase subtotal	3.50		507.50
Fees subtotal	3.50		507.50

Invoice total **507.50**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
14089	08/04/2022	507.50	507.50				
Total		507.50	507.50	0.00	0.00	0.00	0.00



Item No.25.

City of Diamondhead
Project **0275.20.007 Master Services Plan Review 2021-2023**

Invoice number 14089
Date 08/04/2022

Approved by:

A handwritten signature in black ink, appearing to read 'Gerrod W. Kilpatrick'.

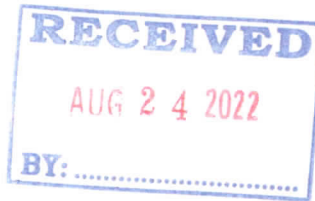
Gerrod W. Kilpatrick
Principal

Remit Payment to:
MP Design Group
918 Howard Ave., Suite F
Biloxi, MS 39530

All payment terms are NET 30, unless otherwise noted



918 Howard Ave. Suite F
Biloxi, MS 39530
(228)388-1950



City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525
Ronald Jones

Invoice number 14090
Date 08/04/2022

Project **0275.20.007 Master Services Plan
Review 2021-2023**

Professional Services through August 02, 2022

Invoice Summary

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Current Billed
PRESTIGE FITNESS REVIEW	5,000.00	75.13	2,397.50	3,756.25	1,243.75	1,358.75
Total	5,000.00	75.13	2,397.50	3,756.25	1,243.75	1,358.75

Fees

Prestige Fitness Review

	Hours	Rate	Billed Amount
Sr. Professional Engineer			
John M. van Duijvendijk			
Project Time	2.50	145.00	362.50
Mechanical review			
Mechanical review			
Kenneth D. Beverin			
Project Time	2.00	95.00	190.00
REview			
Nicholas W. Moody			
Project Time	0.25	145.00	36.25
Coordinating the plan review.			
Subtotal	4.75		588.75
Sr. Professional Architect			
Theresa H. Jones			
Project Time	4.00	145.00	580.00
plan review			
Project Engineer			
Jason G. Polite			
Project Time	2.00	95.00	190.00
PLAN REVIEW			
PLAN REVIEW			
Phase subtotal	10.75		1,358.75
Fees subtotal	10.75		1,358.75



Item No.25.

City of Diamondhead
Project 0275.20.007 Master Services Plan Review 2021-2023

Invoice number 14090
Date 08/04/2022

Invoice total **1,358.75**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
14090	08/04/2022	1,358.75	1,358.75				
	Total	1,358.75	1,358.75	0.00	0.00	0.00	0.00

Approved by:

Gerrod W. Kilpatrick
Principal

Remit Payment to:
MP Design Group
918 Howard Ave., Suite F
Biloxi, MS 39530

All payment terms are NET 30, unless otherwise noted

Agenda Item #2022- 298

City of Diamondhead, MS
Request for Council Action

TO: CouncilFROM: Mayor DepreoDATE: 08-30-2022
☐ Ordinance ☐ Resolution ☐ Agreement ☐ Info Only ☐ Work Session ☒ Other
AGENDA LOCATION: ☐ Consent Agenda ☐ Regular Agenda

AGENDA DATE REQUESTED

09-06-2022

ORDINANCE/RESOLUTION CAPTIONS or ISSUE:

Motion for discussion and possible action regarding parking in medians of cul de sacs (dead end turn arounds) and parking on the asphalt roadway of a cul de sac streets.

Cul-de-sacs are used by emergency vehicles to maneuver and turn around during calls for service. Many cul de sacs medians were not designed with a large enough radius for emergency vehicles to maneuver resulting in the cul de sac medians vital for ingress/egress.

REQUIRED SIGNATURE

REQUESTED BY:

Mayor Nancy Depreo

COUNCIL ACTION:

☐ Approved ☐ Denied ☐ Tabled/Deferred ☐ Info Only
Completed:

Agenda Item #2022- 2091

City of Diamondhead, MS
Request for Council Action

TO: CouncilFROM: Mayor Nancy DepreoDATE: 08-23-2022

☐ Ordinance ☐ Resolution ☐ Agreement ☐ Info Only ☐ Work Session ☒ Other

AGENDA LOCATION: ☐ Consent Agenda ☐ Regular Agenda

AGENDA DATE REQUESTED

September 6, 2022

ORDINANCE/RESOLUTION CAPTIONS or ISSUE:

Motion to authorize Diamondhead resident, Harold Dawley, to be the City's Representative to submit application and work with the United States Army Donations Program to request two canons to be located on city property, one at the gazebo (5000 Diamondhead Circle, Diamondhead, MS) and the other one at the Veterans' Park (Diamondhead Drive East). Total cost for both cannons not to exceed \$1,000 each.

REQUIRED SIGNATURE

REQUESTED BY:

Mayor Nancy Depreo

COUNCIL ACTION:

☐ Approved ☐ Denied ☐ Tabled/Deferred ☐ Info Only

Completed:

**United States Army Donations Program
Qualification Checklist for Donations of Combat Materiel
Municipalities**

Item No.27.

Please complete the following questionnaire and return this form with the required documents outlined below:

Full Name of Organization (ORG): _____

ORG Physical Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____ FAX Number: _____

ORG E-mail Address: _____

ORG Mailing Address (if different than above): _____

City: _____ State: _____ Zip Code: _____

ORG Representative (REP): _____

Contact Information (If Different than above), Telephone Number: _____

Contact E-mail Address (If Different than above): _____

Name of Organization that owns the display site: _____

Address of Display site (if different from ORG): _____

City: _____ State: _____ Zip Code: _____

GPS Display Site Coordinates: _____

Type of Combat Equipment being requested (**check only one**):

☐ Tracked Vehicle ☐ Towed Artillery ☐ Helicopter ☐ Any Combat Materiel

Size Restrictions, maximum Length and Width: _____ Feet x _____ Feet

Do you currently possess combat equipment as static display? _____ Yes _____ No

REP's Signature

Date

**United States Army Donations Program
Qualification Checklist for Donation of Combat Materiel
Municipalities Continued**

Item No.27.

Please read the following conditions and initial after each.

Combat Material issued to your organization cannot be loaned, sold, transferred, given to or used by any other organization. This equipment remains the property of the United States Government and must be returned to the US Army when no longer needed by your organization. _____ (Initial)

Upon receipt and approval of your application, you will be offered a suitable display piece as they become available. The availability of any Army equipment for use as a static display is very limited. It is recommended you apply for a static piece in order to maintain your request in an open status until an asset becomes available. _____ (Initial)

Upon acceptance of an item, your organization will be responsible for all release, demilitarization, display site preparation and transportation costs associated with the conditional loan of display equipment. Depending upon the type of equipment available: demilitarization, radiological and release costs can exceed several thousand dollars. _____ (Initial)

Please identify **maximum dollar amount** that you are prepared to pay for demilitarization/radiological and release costs (**check one**):
☒ Not to Exceed \$1000 ☐ Not to Exceed \$10,000 ☐ Exceeds \$10,001

Transportation of an item will be at your expense via a commercial carrier. Combat equipment can be located throughout the Continental United States of America, distance from current location to display site will vary. This cost will be dependent upon the commercial carrier you hire to move the item for you and the distance from its current location to your display site. _____ (Initial)

Due to the distance combat equipment may have to be transported and associated costs, please identify the distance your organization is willing to consider for an offer (**check one**):
☐ With-in State ☒ With-in Region ☐ No prohibition on distance

In the event that an offer for combat equipment is not made within a three year period from the date of this request or an offer is made and refused by the organization, the organization must reapply for qualification of combat material under this program.
_____ (Initial)

2/3

Agenda Item #2022- 300

City of Diamondhead, MS
Request for Council Action

TO: CouncilFROM: MayorDATE: 8/30/2022

☐ Ordinance ☐ Resolution ☐ Agreement ☐ Info Only ☐ Work Session ☒ Other

AGENDA LOCATION: ☐ Consent Agenda ☐ Regular Agenda

AGENDA DATE REQUESTED

09-06-2022

ORDINANCE/RESOLUTION CAPTIONS or ISSUE:

Discussion and/or possible action regarding drainage on Amoka, Kaleki Way and Iekei Drive.

REQUIRED SIGNATURE

REQUESTED BY:

Mayor Nancy Depree

COUNCIL ACTION:

☐ Approved ☐ Denied ☐ Tabled/Deferred ☐ Info Only

Completed:

Agenda Item #2022- 304

City of Diamondhead, MS
Request for Council Action

TO: Mayor/Council/City ClerkFROM: Councilmember At-large MaherDATE: 9/1/2022

☐ Ordinance ☐ Resolution ☐ Agreement ☐ Info Only ☐ Work Session ☒ Other

AGENDA LOCATION: ☐ Consent Agenda ☒ Regular Agenda

AGENDA DATE REQUESTED

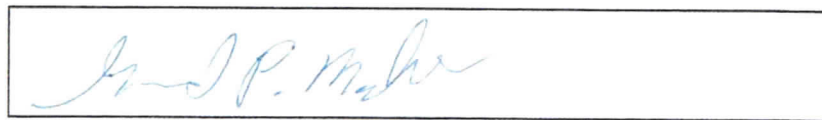
9/6/22

ORDINANCE/RESOLUTION CAPTIONS or ISSUE:

Discussion to talk about using (making available) the
Band stand (Gazebo) by City Hall for an open mike
musical venue once a month. Should it be? Should it
be during the day or weekend? First weekend of month?
OR, 2nd, 3rd, or 4th? Saturday? Sunday? ~~2~~ 3 hours?
2-5pm? 4 to 7pm? IN conjunction with farmers
market? it would bring the community together, but I wouldn't
want it taking away from our commercial businesses either

REQUIRED SIGNATURE

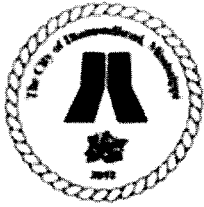
REQUESTED BY:



COUNCIL ACTION:

☐ Approved ☐ Denied ☐ Tabled/Deferred ☐ Info Only

Completed:



City of Diamondhead, MS

Docket of Claims Register -

Item No.30.

APPKT01796 - 09.06.22 DOCKET

By Vendor Name

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT159939	AGJ	09/06/2022	98006	BUTCH WIFI ADAPTOR	001-301-501.00	Supplies	18.50	2,287.60
			MSP-98222	BACKUP	001-140-605.00	Professional Fees - IT	250.00	
					001-140-605.00	Professional Fees - IT	36.00	
					001-140-605.00	Professional Fees - IT	1,923.60	
			MSP-98222.01	MULTIFACTOR AUTHENTICATION	001-140-605.00	Professional Fees - IT	59.50	
DKT159940	Amazon com LLC	09/06/2022	1393-LMHK-LCMW	SUPPLIES	001-140-650.00	Promotions	21.50	314.77
					001-140-650.00	Promotions	51.99	
					001-301-502.00	Small Hand Tools	51.27	
					001-301-501.00	Supplies	38.60	
					001-140-501.00	Supplies	9.05	
					001-140-650.00	Promotions	12.99	
					001-140-501.00	Supplies	16.97	
					001-140-501.00	Supplies	8.69	
					001-301-501.00	Supplies	33.98	
					001-140-501.00	Supplies	17.73	
					001-140-501.00	Supplies	52.00	
DKT159941	B&J PITT STOP LLC	09/06/2022	22-0043	MONTHLY OPEN PURCHASE ORDER	001-200-570.00	Repairs & Maintenance - Vehicle	45.00	166.45
					001-200-570.00	Repairs & Maintenance - Vehicle	45.00	
					001-200-570.00	Repairs & Maintenance - Vehicle	76.45	
DKT159942	BANCORPSOUTH BANK	09/06/2022	718219	COPIER LEASE AGREEMENT -- 11 OF 48	001-800-820.07	Note Principal Payment - Copier Lease Purch 2021	432.55	475.00
					001-800-830.07	Note Interest Payment - Copier Lease Purch 2021	42.45	
DKT159943	Bayou Motors LLC	09/06/2022	3140	UNIT 699 REPAIRS	001-200-570.00	Repairs & Maintenance - Vehicle	647.46	2,613.16
					001-200-570.00	Repairs & Maintenance - Vehicle	159.73	
					001-200-635.00	Professional Fees - R&M Outside Services	665.31	
			3170	TIRE AND TIRE SENSOR	001-200-570.00	Repairs & Maintenance - Vehicle	89.95	
			3231	UNIT 402 REPAIRS	001-200-570.00	Repairs & Maintenance - Vehicle	570.77	
			3414	UNIT 691 SOLENOID SWITCH	001-200-570.00	Repairs & Maintenance - Vehicle	479.94	

Docket of Claims Register - Council

APPKT01796 - 0

Item No.30.

Payment Amount

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount
DKT159944	CIVICPLUS, LLC	09/06/2022	235811	ORDINANCE UPDATE	001-140-605.00	Professional Fees - IT	2,494.55
							2,494.55
DKT159945	Coast Electric Power Association	09/06/2022	08/08/22-010	MONTHLY ELECTRIC BILL	001-140-630.00	Utilities - General	63.81
			08/09/22-003		001-140-630.00	Utilities - General	2,688.72
					001-301-630.00	Utilities - Streetlights & Other	3,862.27
			08/09/22-005		001-301-630.00	Utilities - Streetlights & Other	91.32
			08/09/22-007		001-301-630.00	Utilities - Streetlights & Other	49.40
			08/09/22-012		001-140-630.00	Utilities - General	48.17
			08/09/22-015		001-301-630.00	Utilities - Streetlights & Other	47.20
			08/09/22-016		001-301-630.00	Utilities - Streetlights & Other	47.20
			08/09/22-017		001-301-630.00	Utilities - Streetlights & Other	276.13
			08/09/22-018		001-301-630.00	Utilities - Streetlights & Other	61.47
			08/09/22-019		001-301-630.00	Utilities - Streetlights & Other	51.60
			08/09/22-020		001-301-630.00	Utilities - Streetlights & Other	511.72
			08/12/22-001		001-301-630.00	Utilities - Streetlights & Other	9,565.11
			08/12/22-002		001-301-630.00	Utilities - Streetlights & Other	1,216.45
			08/18/22-026		001-301-630.00	Utilities - Streetlights & Other	52.57
			08/25/22-021		001-301-630.00	Utilities - Streetlights & Other	41.85
			08/25/22-022		001-301-630.00	Utilities - Streetlights & Other	131.66
			08/25/22-023		001-301-630.00	Utilities - Streetlights & Other	47.20
			08/25/22-024		001-301-630.00	Utilities - Streetlights & Other	47.20
			08/25/22-025		001-301-630.00	Utilities - Streetlights & Other	43.14
			08/25/22-027		001-301-630.00	Utilities - Streetlights & Other	51.00
DKT159946	Covington Civil and Environmental LLC	09/06/2022	16383.08-9	COMMERCIAL DISTRICT TRANSFORMATION PROJECT	156-653-602.00	Professional Fees - Engineering - Commercial Dist	930.00
					156-653-602.00	Professional Fees - Engineering - Commercial Dist	600.00
					156-653-602.00	Professional Fees - Engineering - Commercial Dist	4,570.00
					156-653-602.00	Professional Fees - Engineering - Commercial Dist	31,830.00
			16422.08-7	CITY ENGINEER SERVICES	001-280-602.00	Professional Fees - Engineering	9,000.00
DKT159947	CSpire Cell Service	09/06/2022	08/18/2022	CELLULAR SERVICE FOR JULY	001-140-632.00	Telephone - Cell	47.52
					001-200-612.00	Internet	343.30
					001-280-612.00	Internet	102.99
					001-280-632.00	Telephone - Cell	87.04
					001-301-632.00	Telephone - Cell	480.88

Docket of Claims Register - Council

APPKT01796 - 0

Item No.30.

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Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT159948	Deep South Equipment Company	09/06/2022	H95299	RELAY SWITCHES	001-301-571.00	Repairs & Maintenance - Equipment	83.44	83.44
DKT159949	DIAMONDHEAD COUNTRY CLUB & POA	09/06/2022	SEPT 2022	RENTAL OF MAINTENANCE YARD -- SEPTEMBER	001-301-640.00	Rentals	1,000.00	1,000.00
DKT159950	Diamondhead True Value	09/06/2022	22-0042	MONTHLY OPEN PURCHASE ORDER	001-301-571.00	Repairs & Maintenance - Equipment	60.47	614.18
					001-301-571.00	Repairs & Maintenance - Equipment	31.76	
					001-301-571.00	Repairs & Maintenance - Equipment	23.99	
					001-301-571.00	Repairs & Maintenance - Equipment	3.68	
					001-301-571.00	Repairs & Maintenance - Equipment	41.25	
					001-301-571.00	Repairs & Maintenance - Equipment	15.99	
					001-301-571.00	Repairs & Maintenance - Equipment	15.37	
					001-301-571.00	Repairs & Maintenance - Equipment	37.99	
					001-301-571.00	Repairs & Maintenance - Equipment	95.54	
					001-301-571.00	Repairs & Maintenance - Equipment	28.98	
			A405992	PUBLIC WORKS SUPPLIES	001-301-571.00	Repairs & Maintenance - Equipment	11.88	
					001-301-581.00	Asphalt/Concrete	184.46	
					001-301-571.00	Repairs & Maintenance - Equipment	14.50	
					001-301-571.00	Repairs & Maintenance - Equipment	48.32	
DKT159951	Diamondhead Water and Sewer District	09/06/2022	09/10/22-020-01	WATER	001-140-630.00	Utilities - General	150.58	431.46
					001-140-630.00	Utilities - General	75.29	
			09/10/22-021-01		001-301-630.00	Utilities - Streetlights & Other	23.95	
			09/10/22-070		001-301-630.00	Utilities - Streetlights & Other	23.95	
			09/10/22-2075		001-301-630.00	Utilities - Streetlights & Other	23.95	
			09/10/22-70-01		001-301-630.00	Utilities - Streetlights & Other	109.79	
			09/10/22-830		001-301-630.00	Utilities - Streetlights & Other	23.95	
DKT159952	Diaz Brothers Printing	09/06/2022	5162	BUILDING DEPT MAP	001-280-621.00	Printing & Binding	36.00	36.00
DKT159953	Digital Engineering and Imaging Inc	09/06/2022	18	MONTHLY MAINTENANCE TO CITY GIS SYSTEM	001-301-601.00	Professional Fees - Consulting	887.50	887.50
DKT159954	Dixieland Home Farm and Garden Center Inc	09/06/2022	498258	OIL PAN	001-301-510.00	Janitorial Supplies	99.95	99.95
DKT159955	Duhon Machinery Company Inc	09/06/2022	20110P	HOSES AND FITTINGS	001-301-571.00	Repairs & Maintenance - Equipment	307.81	307.81

Docket of Claims Register - Council

APPKT01796 - 0

Item No.30.

						Payment Amount
Docket/Claim #	Vendor Name	Payable Number	Payable Description	Account Number	Account Name	Line Amount
DKT159956	Eagle Energy 09/06/2022	35929	FUEL	001-301-525.00	Fuel	3,779.17
				001-301-525.00	Fuel	9.59
				001-301-525.00	Fuel	1,421.34
		35930				2,348.24
DKT159957	Enmon Enterprises 09/06/2022	MGC09220057	MONTHLY CONTRACT FOR SEPTEMBER	001-140-681.00	Other Services & Charges	2,100.00
						2,100.00
DKT159958	Eric Nolan 09/06/2022	20220397	6512 MAUNA LOA COURT	001-280-681.00	Other Services & Charges	100.00
						100.00
DKT159959	Fuelman 09/06/2022	NP62714270	FOR THE WEEK ENDING 08.14.22	001-200-525.00	Fuel	3,041.08
		NP62739978	FOR THE WEEK ENDING 08.21.22	001-200-525.00	Fuel	933.69
		NP62770375	FOR THE WEEK ENDING 08/28/22	001-200-525.00	Fuel	1,157.96
						949.43
DKT159960	Hancock County Chamber of Commerce 09/06/2022	DH 8 2022	DIGITAL MARKETING & PUBLIC RELATIONS -- AUG 2022	001-140-623.00	Membership Dues/Fees	1,000.00
						1,000.00
DKT159961	Hancock County Sheriffs Office 09/06/2022	2022-DH-007H 2022-DHLE-014	INMATE HOUSING FOR JULY 2022 INTERLOCAL AGREEMENT FOR WEEK ENDING 07/02/2022	001-200-689.00	Prisoner's Expense	61,032.71
				001-200-690.00	Interlocal Agreement	140.00
				001-110-681.00	Other Services & Charges	961.54
		2022-DHLE-016	INTERLOCAL AGREEMENT FOR WEEK ENDING 07/30/22	001-200-690.00	Interlocal Agreement	156.45
				001-200-690.00	Interlocal Agreement	30,106.30
				001-200-690.00	Interlocal Agreement	961.54
				001-110-681.00	Other Services & Charges	25.80
				001-200-690.00	Interlocal Agreement	28,435.08
				001-200-612.00	Internet	246.00
DKT159962	J & A EXCAVATION INC 09/06/2022	2	MAKIKI DRAINAGE PROJECT	190-000-602.00	Professional Fees - Engineering	23,720.78
						23,720.78
DKT159963	John Deere Company 09/06/2022	117375760	NEW UTILITY VEHICLE	001-301-917.00	Capital Outlay - Mobile Equipment	6,191.17
						6,191.17

Docket of Claims Register - Council

APPKT01796 - C

Item No.30.

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT159964	Law offices of Derek R Cusick PLLC	09/06/2022	629	GENERAL MATTERS -- JULY	001-140-603.00	Professional Fees - Legal	8,906.25	16,687.50
			630	PLANNING AND ZONING -- AUGUST	001-280-603.00	Professional Fees - Legal	3,937.50	
			631	CITY PROSECUTOR -- AUGUST	001-110-603.00	Professional Fees - Legal	3,000.00	
			632	LADNER VS CODH -- AUGUST	001-280-603.00	Professional Fees - Legal	843.75	
DKT159965	Lee Tractor	09/06/2022	PI08040	KUBOTA WIRE	001-301-571.00	Repairs & Maintenance - Equipment	13.27	37.37
					001-301-571.00	Repairs & Maintenance - Equipment	24.10	
DKT159966	Machado Patano PLLC	09/06/2022	14089	WORK ASSIGNMENT #01 -- 00-03-2022	001-280-602.00	Professional Fees - Engineering	188.50	1,866.25
					001-280-602.00	Professional Fees - Engineering	319.00	
			14090		001-280-602.00	Professional Fees - Engineering	1,358.75	
DKT159967	Mow Life LLC	09/06/2022	10562	WEED EATER BUMP FEEDS	001-301-501.00	Supplies	179.70	179.70
DKT159968	MS Department of Public Safety	09/06/2022	08/2022	COURT ASSESSMENTS	650-110-131.00	State Assessments Payable	129.65	129.65
DKT159969	MS Municipal League	09/06/2022	34969	COURT - MML CONFERENCE	001-110-615.00	Travel & Training	600.00	3,758.70
			35247	2022-2023 MEMBERSHIP DUES	001-140-623.00	Membership Dues/Fees	3,158.70	
DKT159970	MS Power Company	09/06/2022	08/30/22	SURVEILLANCE CONTRACT FOR AUGUST	001-200-681.00	Other Services & Charges	1,265.00	1,265.00
DKT159971	Napa of Bay St Louis	09/06/2022	22-0041	MONTHLY OPEN PURCHASE ORDER	001-301-570.00	Repairs & Maintenance - Vehicle	222.23	222.23
DKT159972	NATALIE GUESS	09/06/2022	52	MONTHLY CONSULTING	001-140-601.00	Professional Fees - Consulting	1,275.00	1,275.00
DKT159973	Pickering Firm Inc	09/06/2022	0091733	Strategic Initiatives & Project Agreement	001-301-601.00	Professional Fees - Consulting	425.00	13,567.00
			0091735	WORK ASSIGNMENT #00-14-2021	001-301-602.00	Professional Fees - Engineering	4,402.00	
			0091736	KOLO CT DITCH IMPROVEMENTS	190-000-602.00	Professional Fees - Engineering	5,232.50	
			0091739	AHULI DRAINAGE IMPROVEMENTS	190-000-602.00	Professional Fees - Engineering	2,550.00	
			0091750	LILY POND DREDGING	190-000-602.00	Professional Fees - Engineering	470.00	
			0091751	MILLER POND DREDGING	190-000-602.00	Professional Fees - Engineering	487.50	

Docket of Claims Register - Council

APPKT01796 - 0

Item No.30.

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT159974	S&L Office Supplies	09/06/2022	101934	JANITORIAL SUPPLIES	001-301-510.00	Janitorial Supplies	83.98	173.12
					001-140-510.00	Cleaning & Janitorial	17.28	
					001-140-510.00	Cleaning & Janitorial	27.89	
					001-140-510.00	Cleaning & Janitorial	31.99	
					001-140-510.00	Cleaning & Janitorial	11.98	
DKT159975	South MS Business Machines Gulfport	09/06/2022	33768	PAYMENT 47 OF 60 -- ADMIN	001-280-642.00	Rent - Copier	281.28	341.71
			420853	PER COPY CHARGE FOR AUGUST	001-280-506.00	Copier Usage/Maintenance	60.43	
DKT159976	State Treasurer	09/06/2022	08/2022	COURT ASSESSMENT/FINE FOR AUGUST	650-110-131.00	State Assessments Payable	2,700.23	2,794.10
					650-110-131.01	Court Bond Fees Payable	93.87	
DKT159977	Sun Coast Business Supply	09/06/2022	1319883-0	COPY PAPER	001-140-501.00	Supplies	251.40	321.00
					001-140-501.00	Supplies	69.60	
DKT159978	SunSouth LLC	09/06/2022	4369337	SHAFT FOR FA591	001-301-571.00	Repairs & Maintenance - Equipment	1,414.19	1,414.19
DKT159979	Tyler Technologies	09/06/2022	025-390906	ANNUAL FEES	001-140-605.00	Professional Fees - IT	184.72	903.97
					001-280-605.00	Professional Fees - IT	719.25	
DKT159980	UMB Card Services	09/06/2022	08/10/22-02	POSTAGE	001-140-611.00	Postage	1,035.00	1,094.99
			INV160166581	MONTHLY CHARGES FOR CONSTANT CONTACT & ZOOM	001-140-623.00	Membership Dues/Fees	45.00	
					001-140-623.00	Membership Dues/Fees	14.99	
DKT159981	UniFirst Corporation	09/06/2022	1530022119	UNIFORM RENTAL FOR THE WEEK ENDING 08/22/22	001-301-535.00	Uniforms	202.52	590.62
			1530023390	UNIFORM RENTAL FOR THE WEEK ENDING 08/29/22	001-301-535.00	Uniforms	202.52	
			153002867	UNIFORM RENTAL FOR THE WEEK ENDING 08/15/22	001-301-535.00	Uniforms	185.58	

Docket of Claims Register - Council

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Payment Amount
							Line Amount
DKT159982	Waste Management						63.67
	09/06/2022	0774983-4768-9	DUMPSTER RENTAL	001-140-681.00	Other Services & Charges		63.67
Total Claims: 44							Total Payment Amount: 226,449.47