Tuesday
April 3, 2018
Gautier, Mississippi

BE IT REMEMBERED THAT A REGULAR MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi, was held April 3, 2018 at 6:30 P.M. in the City Hall Municipal Building, 3330 Highway 90, Gautier, Mississippi.

Those present were Mayor Phil Torjusen, Council Members Mary Martin, Cameron George, Richard Jackson, Casey Vaughan, Rusty Anderson and Adam Colledge. Also present were Paula Yancey, City Manager; Cynthia Russell, City Clerk; Joshua Danos, City Attorney and other concerned citizens.

AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
April 3, 2018 @ 6:30 PM

I. Call to Order

1. **Prayer**
2. **Pledge of Allegiance**

II. Agenda Order Approval

III. Announcements

1. **Jackson County Household Hazardous Waste Collection Day is Saturday, April 21, 2018 from 8 A.M. – 12 Noon at Singing River Mall Parking Lot.**
2. **Earth Day Celebration is Saturday, April 21, 2018 at George Martin City Park at from 10 A.M. – 1 P.M.**
3. **2nd Annual Paint the Town Plein Air Art Competition is May 5, 2018 at Gautier City Hall from 9 A.M. - 4 P.M.**
4. **2018 Amnesty Program April 1, 2018 through April 30, 2018.**

IV. Presentation Agenda

1. **Recognition of Ralph Bryant as the winner of the Pascagoula-Gautier School District 1st Graders Earth Day Coloring contest.**
2. **Safe Digging Proclamation.**

V. Business Agenda

1. Approve Resolution authorizing and directing the issuance and the sale of combined utility system revenue bonds.

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE

2. Approve Resolution authorizing and ratifying the signing of the Preliminary Official Statement.

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE

3. Authorization to approve and submit the prioritized paving list request to the Jackson County Board of Supervisors.

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE

4. Approval of Docket of Claims.

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE

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

1. Approval of minutes from Recessed Council Meeting held March 20, 2018.
2. Approval of February 2018 Finance Report.
3. Annual Renewal of Contract with Singing River Services for the Life Care Plus Program.
4. Approval of a limited use agreement between the City of Gautier and the Jackson County Automobile Dealers Association.
5. Approval of 3 Revised Cable One Business Services Agreements for Wi Fi installation for the Central, South, and North Fire Stations.

VII. STUDY AGENDA

1. Discuss Citizen Comments
2. Discuss Council Comments

3. Discuss City Manager Comments

4. Discuss City Clerk Comments

5. Discuss City Attorney Comments

Recess until April 17, 2018 at 6:30 P.M.
www.gautier-ms.gov

Councilwoman Martin made the motion to approve the agenda order with the following revisions:

1. Add revised bond resolution to Business Item #1 – Approval of Resolution authorizing and directing the issuance and the sale of combined utility system revenue bonds.

2. Add Business Item #5 – Authorization for Change Order #3 for the City Park Boat Launch Improvements Project, approval of the final pay application in the amount of $28,955.69, and execution of close-out documentation.

3. Add an amended paving list for Business Item #3 – Authorization to approve and submit the prioritized paving list request to the Jackson County Board of Supervisors.

Councilman George seconded the motion and the vote carried unanimously.

Announcements:

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Presentation Agenda:

1. Recognition of Ralph Bryant as the winner of the Pascagoula-Gautier School District 1st Graders Earth Day Coloring contest.

2. Safe Digging Proclamation.

JACKSON COUNTY HOUSEHOLD HAZARDOUS WASTE COLLECTION DAY

ACCEPTABLE ITEMS

Aerosols, All Purpose Cleaners, Ammonia, Anti-Freeze, Automobile Cleaners, Batteries, Brake Fluid, Charcoal Lighter Fluid, Chlorine Bleach, Detergents, Disinfectants, Drain Opener, Furniture Polish, Gasoline, Glass Cleaner, Herbicides, Insecticides, Mothballs, Motor Oil, Oven Cleaner, Paint, Paint Thinner, Pesticides, Pool Chemicals, Rodent Poisons, Rubber Cement, Rug & Upholstery Cleaner, Scouring Powder, Silver Polish, Snail & Slug Killers, Toilet Bowl Cleaner, Transmission Fluid, Tub & Tile Cleaner, Turpentine, Varnish, Water Seal, Wood Finish

A One Day **FREE**

Proper Disposal Turn-in Event

DO NOT BRING

Explosive Materials, Radioactive Materials, **PCB's, Medical Waste,** Syringes, Compressed Cylinders, Electronic Waste

**NO CONTRACTORS
NO WASTE FROM BUSINESSES**

SATURDAY
APRIL 21, 2018
8 A.M. - 12 NOON
SINGING RIVER MALL PARKING LOT
HWY 90, GAUTIER

Put Toxic Waste In Its Place

Household Hazardous Waste

Unused or leftover portions of products containing toxic chemicals. Any product which is labeled CAUTION, POISONOUS, TOXIC, FLAMMABLE or CORROSIVE is considered a household hazardous waste.

A Safe Substitute

A safe alternative to a toxic product. Fact sheets are available to help you reduce the use of toxics and minimize health risks.

Legal Transportation

Leaving products in the original containers and making sure that the containers are sealed so that they will not leak. Transport containers in the trunk or in the back of the vehicle away from passengers.

DO NOT TRANSPORT OVER 5 GALLONS OR 50 POUNDS AT ONE TIME.

Proper Disposal

Extremely Important

It is dangerous and illegal to discard hazardous household materials in the trash or down the drain. Instead; use up the product as intended or take to a household hazardous waste event.

For More Information Call 228-872-8340 or visit
http://www.co.jackson.ms.us/departments/solid-waste/

The collection event is a community service funded by the MS Department of Environmental Quality in cooperation with the Jackson County Board of Supervisors, Municipalities and the Jackson County Solid Waste Department.

City of Gautier

EARTH DAY CELEBRATION!

LIKE US ON facebook

City of Gautier Recreation & Community Events

Sponsored By

GAUTIER MISSISSIPPI Nature's Playground

WASTE PRO Caring For Our Communities

LOWE'S

ECO-TOURS OF SOUTH MISSISSIPPI GAUTIER, MS

PASCAGOULA RIVER Audubon CENTER

Art Work Created By Ralph Bryant Martin Bluff Elementary

GO GREEN REDUCE-REUSE-RECYCLE

Saturday, April 21, 2018

George Martin City Park

10:00 am - 1:00 pm

FARMERS MARKET. ECO TOURS . VENDORS . CHILDREN ACTIVITIES

City of Gautier 2nd Annual

PAINT the TOWN

Plein Air Art Competition

May 5, 2018

9:00 a.m. - 4:00 p.m.

May 4th

Plein Air Work Shop By:

Artist Craig Reynolds (limited spaces available)
9 am - 4 pm (*Gautier Senior Center*)

Nature Photography Work Shop By:

Robert Smith WILDLIFE MISSISSIPPI
8 am - 4 pm (*Indian Point Resort*)

Plein Air Art Competition

Capture the beauty of the City of Gautier!

For official rules and guidelines, visit: www.gautier-ms.gov or
Facebook: City of Gautier Recreation & Community Events or The City of Gautier

GAUTIER MISSISSIPPI
Nature's Playground

REGISTRATION:
9:00 A.M.—10: 00 A.M.

LOCATION:
GAUTIER CITY HALL

$250.00 CASH PRIZE ADULT DIVISION

$100.00 CASH PRIZE YOUTH DIVISION

REGISTRATION FEE:
$25.00

ART WILL BE JURIED

Suggested Painting Locations

- **George Martin City Park**
  902 De La Pointe
- **Shepard State Park**
  1034 Graveline Rd
- **Indian Pointe Birding Trail**
  1600 Indian Point Pkwy
- **Sandhill Crane Refuge**
  7200 Crane Lane
- **Any Location within the City of Gautier**

1st Place
Adult Division
$250.00
1st Place
Youth Division
$100.00

GAUTIER MUNICIPAL COURT

2018 AMNESTY PROGRAM

April 01, 2018 thru April 30, 2018

UPON RECEIPT OF PAYMENT IN FULL
CASH OR MONEY ORDER ONLY

CONTEMPT WARRANTS CLEARED

FAILURE TO COMPLY WARRANTS CLEARED

PAYMENTS ACCEPTED:

Monday – Friday	7:00 – 6:00
Saturdays	9:00 – 1:00

For more information call 228-497-8036

CITY OF GAUTIER
PROCLAMATION

WHEREAS, each year, Mississippi's underground utility infrastructure is jeopardized by unintentional damage by those who fail to call to have underground lines located prior to digging. Undesired consequences such as service interruption, damage to the environment, personal injury and even death are the potential results; and

WHEREAS, Mississippi 811, Inc., promotes the national Call-Before-You-Dig number, 811, in an effort to reduce these damages. Designated by the FCC in 2005, 811 provides excavators and homeowners a simple number to reach their local one-call center to request utility line locations at the intended dig site; and

WHEREAS, through education of safe digging practices, excavators and homeowners can save time and money keeping our City safe and connected by making a simple call to 811 in advance of any digging project; waiting the required amount of time; respecting the marked lines by maintaining visual definition throughout the course of the excavation; and finally, digging with care around the marks; and

WHEREAS, all parties agree that safe digging is a shared responsibility. To know what's below, call 811 two working days before you dig.

NOW, THEREFORE, I, Mayor Phil Torjusen of the City of Gautier, Mississippi do hereby proclaim April 2018 as

SAFE DIGGING MONTH

In the City of Gautier, Mississippi and encourage excavators and homeowners throughout the City to always call 811 before digging. Safe Digging is No Accident.

In witness whereof, I have hereunto set my hand and caused the Great Seal of Gautier, Mississippi to be affixed.

Done in Gautier, Mississippi on the 3rd day of April 2018.

CITY OF GAUTIER
MISSISSIPPI

Phil Torjusen
Mayor of Gautier, Mississippi

Councilwoman Martin made the motion to adopt the foregoing resolution, as presented. Councilman George seconded the motion.

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

RESOLUTION NUMBER 014-2018

RESOLUTION (I) AUTHORIZING AND DIRECTING THE ISSUANCE OF COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2018, OF THE CITY OF GAUTIER, MISSISSIPPI (THE "CITY"), IN THE PRINCIPAL AMOUNT OF FOUR MILLION DOLLARS ($4,000,000) (THE "BONDS") TO RAISE MONEY FOR THE PURPOSE OF PROVIDING FUNDS FOR (I) IMPROVING, REPAIRING, AND EXTENDING THE COMBINED UTILITY SYSTEM OF THE CITY AND OTHER AUTHORIZED PURPOSES PURSUANT TO MISSISSIPPI CODE 1972 ANNOTATED, SECTIONS 21-27-23 AND 21-27-41 THROUGH 21-27-69, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME; (II) PRESCRIBING THE FORM AND INCIDENTS OF THE BONDS; (III) PROVIDING FOR THE COLLECTION, SEGREGATION AND DISTRIBUTION OF THE REVENUES TO BE DERIVED FROM THE OPERATION OF THE COMBINED UTLITY SYSTEM OF THE CITY IN AN AMOUNT SUFFICIENT TO PAY THE COST OF THE OPERATION AND MAINTENANCE THEREOF AND TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS; (IV) MAKING PROVISION FOR A DEBT SERVICE RESERVE FUND; (V) MAKING PROVISION FOR MAINTAINING THE TAX-EXEMPT STATUS OF SAID BONDS; AND (VI) FOR RELATED PURPOSES.

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

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

"***Act***" shall mean Section 21-27-23 and Sections 21-27-41 through 21-27-69, Mississippi Code of 1972 Annotated, as amended and supplemented from time to time.

"***Act of Bankruptcy***" shall mean the filing of a petition in bankruptcy by or against the City under any applicable bankruptcy, insolvency, reorganization, or similar law, now or hereafter in effect.

"***Agent***" shall mean any Paying Agent or Transfer Agent, whether serving in either or both capacities, and herein designated by the Governing Body.

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

"***Beneficial Owner***" shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the Beneficial Owner of such Bond by a DTC participant on the records of such DTC participant, or such person's subrogee.

"***Bond***" or "***Bond***s" shall mean the $4,000,000 Combined Utility System Revenue Bonds, Series 2018 of the City authorized and directed to be issued in this Bond Resolution.

"***Bond Counsel***" shall mean Butler Snow LLP, Ridgeland, Mississippi.

"***Bond Resolution***" shall mean this resolution.

"***Bond Year***" shall mean the period commencing on the date of the delivery of the Bonds through May 1, 2019, and each twelve (12) month period thereafter, commencing with the period ending May 1, 2019, until final maturity of the Bonds.

"***Bondholde***r" or "***Bondholders***" or "***Holder***" or "***Holders***" or any similar term shall mean the registered owner of any Bond.

"***Book-Entry System***" shall mean a book-entry system established and operated for the recordation of Beneficial Owners of the Bonds as described in **SECTION 3** herein.

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

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

"***Clerk***" shall mean the City Clerk of the City.

"***Closing***" shall mean the date of delivery of the Bonds.

"***Code***" shall mean the Internal Revenue Code of 1986, as amended, supplemented or superseded.

"***Construction Project***" shall mean improving, repairing and extending the System.

"***Consulting Engineers***" shall mean any engineer or engineering firm subsequently employed for the System for the purposes set out in Section 20 herein.

"***Cost of the Construction Project***" shall mean the cost of acquisition and construction of the Construction Project and, without intending thereby to limit or restrict any proper definition of such term under the provisions of the Act or this Bond Resolution, shall include the following:

(a) obligations incurred for labor and materials and for contractors, builders and materialmen in connection with construction, for machinery and equipment, for the restoration or relocation of property damaged or destroyed in connection with such construction, for the removal or relocation of structures and for the clearing of lands;

(b) the cost of acquiring by purchase, if such purchase shall be deemed expedient, and the amount of any deposit in court or award or final judgment in or any settlement or compromise of any proceeding to acquire by eminent domain, such lands, property, property rights, rights-of-way, easements, franchises, licenses, options and partial payments thereon, the cost of demolishing or removing or relocating any buildings or structures on land so acquired, including the cost of acquiring any lands to which such buildings or structures may be moved, and the amount of any damages incident to or consequent upon the construction and operation of the Project;

(c) taxes or other municipal or governmental charges lawfully levied or assessed during construction upon the Construction Project or any property acquired therefor, and premiums on insurance (if any) in connection with the Construction Project during construction;

(d) the cost of borings and other preliminary investigations to determine foundation or other conditions, expenses necessary or incident to determining the feasibility or practicability of constructing the Construction Project, and fees and expenses of engineers for making surveys and estimates of costs and of revenues and other estimates and for preparing plans and specifications and supervising construction, as well as for the performance of all other duties of engineers set forth herein in relation to the construction of the Construction Project and the issuance of the Bonds;

(e) expenses of administration properly chargeable to the Construction Project, to fund all or any portion of the Series Debt Service Reserve Fund, the 2018 Contingency Fund, or the 2018 Depreciation Fund, expenses of officers of the City in connection with the Bonds, legal expenses and fees, fees and expenses of any consultant, financing charges, costs of audits and of preparing and issuing the Bonds, and all other items of expense reasonably incurred incident to the acquisition, construction and equipping of the Construction Project, the financing thereof, the placing of the same in operation (including the initial premiums on any insurance required or obtained under the provisions of this Bond Resolution) and the acquisition of franchises and interest therefor, including abstracts of title, title insurance, costs of surveys, and other expenses in connection with such acquisition; and

(f) any obligation or expense heretofore or hereafter incurred and any amount heretofore or hereafter advanced by the City for any of the foregoing purposes or any other purposes allowed by the Act.

"***County***" shall mean Jackson County, Mississippi.

"***Current Expenses***" shall mean the reasonable and necessary current expenses of maintenance, repair, and operation of the System and shall include, without limiting the generality of the foregoing, expenses not annually recurring, premiums for insurance, administrative and engineering expenses relating to maintenance, repair and operation, fees and expenses of the Paying Agent, legal expenses, taxes lawfully imposed on the System, reasonable payments to pension or retirement funds for employees of the System, and any other expense of the System required or permitted to be paid by the City under the provisions of the Bond Resolution or by law, but shall not include any allowance for depreciation or deposits or transfers to the credit of the 2012 Debt Service Fund, the 2018 Bond Fund, or the Debt Service Reserve Fund.

"***Debt Service Reserve Fund***" shall mean the debt service reserve fund provided for in Section 14(c) of the Bond Resolution securing the Bonds.

"***Debt Service Reserve Requirement***" shall mean the lesser of (i) the maximum amount of principal and interest becoming due in the current or any future bond year (meaning each one year period beginning on May 2 of one year and ending on May 1 of the following year, or such shorter period from the date of issuance of the Bonds to May 1, 2019), on all Bonds then outstanding; (ii) 125% of average annual debt service on the Bonds; or (iii) ten percent (10%) of the stated principal amount of such issue of Bonds, or if such issue of Bonds has more than a de minimis amount (as defined in Section 1.148-1(b) of the Treasury Regulations) of original issue discount or premium, ten percent (10%) of the issue price (as defined in Section 1.148-1(b) of the Treasury Regulations) of such issue of Bonds).

"***Direct Participant***" means a broker-dealer, bank or other financial institution for which the Securities Depository holds Bonds as a securities depository.

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

"***DTC participants***" shall mean any participant for whom DTC is a Security Depository Nominee.

"***Fiscal Year***" shall mean the period commencing on the first day of October of any year and ending on the last day of September of the following year.

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

"***Indirect Participant***" shall mean a broker-dealer, bank or other financial institution for which the Securities Depository holds Bonds as a securities depository through a Direct Participant.

"***Letter of Representations***" shall mean the letter of representations from the City to DTC under the Book-Entry System.

"***Mayor***" shall mean the Mayor of the City.

"***Net Revenues***" shall mean all Revenues remaining after payment of Current Expenses and the SRF Loans.

"***Operation and Maintenance Fund***" shall mean the fund created and established in the 2012 Bond Resolution for the 2012 Bonds and bonds issued on parity therewith, including the 2013 Note and the Bonds, and maintained by the City and described in Section 14(a) herein.

"***Paying Agent***" shall mean any bank, trust company, or other institution hereafter designated by the Governing Body to make payments of the principal of and interest on the Bonds, and to serve as registrar and transfer agent for the registration of owners of the Bonds, and for the performance of other duties.

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

“***Principal and Interest Requirements***” for any Bond Year shall mean the sums sufficient for the payment of the principal of and interest on the Bonds, any parity bonds, including the 2012 Bonds and 2013 Note, and subordinated indebtedness which will mature and accrue during such period.

“***Project***” shall mean providing funds for the (i) improvement, repair, and extension of the Combined Utility System of the City, and (ii) paying the costs of issuance of the Bonds.

“***Purchaser***” shall mean the successful bidder for the Bonds.

“***Record Date***” shall mean, as to interest payments, the 15th day of the calendar month preceding the dates set for payment of interest on the Bonds and, as to payments of principal, the 15th day of the calendar month preceding the maturity date or the date set for redemption.

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

“***Redemption Price***” shall mean, with respect to a Bond, the principal amount of such Bond plus the applicable premium, if any, payable upon redemption thereof in the manner contemplated in accordance with its terms pursuant to the provisions hereof.

“***Registered Owner***” shall mean the person whose name shall appear in the registration records of the City maintained by the Transfer Agent.

“***Revenue Fund***” shall mean the revenue fund provided for in the 2012 Bond Resolution for the 2012 Bonds and utilized in connection with the 2012 Bonds, the 2013 Note, and the Bonds.

“***Revenues***” shall mean all payments, proceeds, fees, charges, rents and all other income derived by or for the account of the City from its ownership and operation of the System, excluding all acreage, front-footage, assessment and similar fees and charges derived by the City in connection with the provision of or payment for capital improvements constituting a part of the System.

“***Securities Depository***” shall mean The Depository Trust Company and any substitute for or successor to such securities depository that shall maintain a Book-Entry System with respect to the Bonds.

“***Securities Depository Nominee***” shall mean the Securities Depository or the nominee of such Securities Depository in whose name there shall be registered on the registration records the Bonds to be delivered to such Securities Depository during the continuation with such Securities Depository of participation in its Book-Entry System.

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

"***State***" shall mean the State of Mississippi.

"***System***" shall mean the combined utility system of the City.

"***Transfer Agent***" shall mean any bank, trust company, or other institution hereafter designated by the Governing Body for the registration of owners of the Bonds and for the performance of such other duties as may be herein or hereafter specified by the Governing Body.

"***2012 Bond Resolution***" shall mean the resolution adopted by the Governing Body on April 24, 2012, which authorized and directed the issuance of the 2012 Bonds.

"***2012 Bonds***" shall mean the City's $9,185,000 Combined Utility System Revenue Refunding Bonds, Series 2012, dated May 31, 2012.

"***2012 Debt Service Fund***" shall mean the fund created and established in the 2012 Bond Resolution for the 2012 Bonds and bonds issued on parity therewith, including the Bonds, and maintained by the City and described in Section 14(c) herein.

"***2013 Debt Service Fund***" shall mean the fund created and established in the 2013 Bond Loan Agreement for the 2013 Bonds and bonds issued on parity therewith, including the Bonds, and maintained by the City and described in Section 14(c) herein.

"***2013 Loan Agreement***" shall mean the Loan Agreement by and between the Mississippi Development Bank and the City dated August 13, 2013, as amended or supplemented, pursuant to which the City borrowed the proceeds of and secured with the 2013 Note the $3,500,000 Mississippi Development Bank Special Obligation Bonds, Series 2013 (Gautier, Mississippi Combined Utility System Revenue Project), dated August 13, 2013.

"***2013 Note***" shall mean the City's $3,500,000 Promissory Note (Gautier, Mississippi Combined Utility System Revenue Project), dated August 13, 2013, securing the $3,500,000 Mississippi Development Bank Special Obligation Bonds, Series 2013 (Gautier, Mississippi Combined Utility System Revenue Project), dated August 13, 2013.

"***2018 Bond Fund***" shall mean the fund created and established herein for the Bonds as described in Section 14(b) herein.

"2018 Contingency Fund" shall mean the fund created and established herein for the Bonds as described in Section 14(e) herein.

"***2018 Construction Fund***" shall mean the City of Gautier, Mississippi Combined Utility System Revenue Bonds, Series 2018 Construction Fund provided for in Section 17 herein.

2018 Depreciation Fund" shall mean the fund created and established herein for the Bonds as described in Section 14(e) herein.

(b) 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.

2. The Governing Body is authorized under the provisions of the Act to issue its $4,000,000 Combined Utility System Revenue Bonds, Series 2018 of an authorized $10,000,000 in revenue bonds to provide funds for the Project. It is advisable and in the public interest to issue the Bonds for the purpose stated herein.

3. The estimated cost of the Project is Four Million Dollars ($4,000,000).

4. The City is authorized under the provisions of the Act to issue its Bonds to provide funds for the Project, said Bonds to be payable solely from Net Revenues.

5. The Governing Body adopted a resolution on November 21, 2017 (the "***Intent Resolution***") declaring its intention to issue combined utility system revenue bonds of the City in the maximum principal amount of not to exceed $10,000,000.

6. The Intent Resolution provided that if on or before 6:30 o'clock p.m. on January 2, 2018, there was filed with the Clerk a petition signed by not less than ten percent (10%) or Fifteen Hundred (1,500), whichever is less, of the qualified electors of the City objecting to and protesting against such issuance of said combined utility system revenue bonds, then and in that event such combined utility system revenue bonds should not be issued unless the questions of the issuance thereof be submitted to a special election ordered for the purpose of determining whether or not a majority of those voting in such election shall vote for or against issuance of said combined utility system revenue bonds.

7. As required by law and as directed by the Intent Resolution, the Intent Resolution was (i) published in the *Mississippi Press*, a newspaper published in the City of Pascagoula, Mississippi and having a general circulation in the City, and being a qualified newspaper under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, once a week for at least three (3) consecutive weeks, the last such publication having been made not more than ten (10) days prior to January 2, 2018, said resolution having been published on December 6, 13, 20, and 27, 2017.

8. As on or prior to the hour of 6:30 o'clock p.m. on January 2, 2018, said date being more than (10) days after the date of the last publication of the aforesaid resolution, no petition signed by ten percent (10%) or Fifteen Hundred (1,500), whichever is less, of the qualified voters of said City objecting to and protesting against such combined utility system revenue bonds nor any other objection of any kind or character against the issuance of the combined utility system revenue bonds described in the Intent Resolution had been filed or presented by the qualified voters of said City on or before 6:30 o'clock p.m. on January 2, 2018, and as has previously been adjudicated pursuant to the aforesaid resolution adopted on November 21, 2017, the Governing Body is now authorized to issue the Bonds for the Project.

9. The amount of the Bonds, when added to the outstanding indebtedness of the City, will not exceed any constitutional or statutory limitation of indebtedness.

10. The Bonds are not private activity bonds as such term is defined in Section 141 of the Code.

11. The Code provides that non-compliance with the provisions thereof may cause interest on obligations to become taxable retroactive to the initial date of issuance, and provides that the tax-exempt status of interest on obligations such as the Bonds is contingent on a number of future actions by the City. It is necessary to make certain covenants pertaining to the exemption of the interest on the Bonds from federal income taxes since such exemption may depend, in part, upon continuing compliance by the City with certain requirements with the Code.

12. The Governing Body now finds and determines that it is necessary, advisable and in the public interest that the Bonds in the principal amount of $4,000,000 of an authorized $10,000,000 be issued as hereinafter provided.

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

SECTION 1. (a) The waterworks, water supply, sewerage, and sewer disposal facilities of the City are presently operated as the System.

(b) The Bonds are hereby authorized, ordered, and directed to be issued in the principal amount of Four Million Dollars ($4,000,000) to raise money for the Project. The principal of and the interest on the Bonds shall be payable in accordance with and as authorized by this Bond Resolution and the Act.

SECTION 2. (a) Payments of interest on the Bonds shall be made to the Record Date Registered Owner, and payments of principal shall be made upon presentation and surrender thereof at the principal office of the Paying Agent to the Record Date Registered Owner in lawful money of the United States of America.

(b) The Bonds shall be registered as to both principal and interest, shall be dated the date of deliver thereof, shall be issued in the principal denomination of $5,000 each, or integral multiples thereof up to the amount of a single maturity; shall be numbered from one upward in the order of issuance; shall bear interest from the date thereof at the rate or rates hereafter specified, payable semi-annually on May 1 and November 1 of each year (each an "***Interest Payment Date***"), commencing May 1, 2019; and shall mature and become due and payable on May 1 in the years and in the principal amounts and as follows:

YEAR	AMOUNT	YEAR	AMOUNT
2019	$135,000	2029	$200,000
2020	140,000	2030	205,000
2021	145,000	2031	215,000
2022	150,000	2032	225,000
2023	160,000	2033	235,000
2024	165,000	2034	240,000

2025	170,000	2035	250,000
2026	175,000	2036	260,000
2027	185,000	2037	270,000
2028	190,000	2038	285,000

(c) The Bonds maturing on May 1, 2029, and thereafter, are subject to redemption prior to their stated dates of maturity at par, plus accrued interest to the date of redemption, either in whole, or in part, on any date on or after May 1, 2028.

(d) Notice of redemption identifying the numbers of Bonds or portions thereof to be redeemed shall be given to the Registered Owners thereof by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption. Failure to mail or receive any such notice, or any defect therein or in the mailing thereof, shall not affect the validity of any proceedings for the redemption of Bonds. Any notice mailed as provided herein shall be conclusively presumed to have been given, irrespective of whether received. If such written notice of redemption is made and if due provision for payment of the redemption price is made, all as provided above, the Bonds which are to be redeemed thereby automatically shall be deemed to have been redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the owner to receive the redemption price out of the funds provided for such payment. If at the time of mailing of any notice of redemption, there shall not be on deposit with the Paying Agent sufficient moneys to redeem all of the Bonds called for redemption, such notice shall state that it is subject to the deposit of moneys with the Paying Agent not later than on the redemption date and shall be of no effect unless such moneys are deposited.

(e) The Bonds, for which the payment of sufficient moneys or, to the extent permitted by the laws of the State of Mississippi, (i) direct obligations of, or obligations for the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America ("***Government Obligations***"), (ii) certificates of deposit or municipal obligations fully secured by Government Obligations or (iii) evidences of ownership of proportionate interests in future interest or principal payments on Government Obligations held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor on the Government Obligations and which Government Obligations are not available to satisfy any claim of the custodian or any person claiming through the custodian or to whom the custodian may be obligated, (iv) State and Local Government Series ("***SLGS***") Securities, and (v) municipal obligations, the payment of the principal of, interest and redemption premium, if any, on which are irrevocably secured by Government Obligations and which Government Obligations are not subject to redemption prior to the date on which the proceeds attributable to the principal of such obligations are to be used and have been deposited in an escrow account which is irrevocably pledged to the payment of the principal of and interest and redemption premium, if any, on such municipal obligations (all of which collectively, with Government Obligations, "***Defeasance Securities***"), shall have been deposited with an escrow agent appointed for such purpose, which may be the Paying and Transfer Agent, shall be deemed to have been paid, shall cease to be entitled to any lien, benefit or security under this Bond Resolution and shall no longer be deemed to be outstanding hereunder, and the Registered Owners shall have no rights in respect thereof except to receive payment of the principal of and interest on such Bonds from the funds held for that purpose. Defeasance Securities shall be considered sufficient under the Bond Resolution if said investments, with interest, mature and bear interest in such amounts and at such times as will assure sufficient cash to pay currently maturing interest and to pay principal when due on such Bonds.

SECTION 3. (a) The Bonds shall initially be issued pursuant to a Book-Entry System administered by the Securities Depository with no physical distribution of Bond certificates to be made except as provided in this Section 3. Any provision of this Bond Resolution or the Bonds requiring physical delivery of the Bonds shall, with respect to any Bonds held under the Book-Entry System, be deemed to be satisfied by a notation on the Registration Records maintained by the Paying Agent that such Bonds are subject to the Book-Entry System.

(b) So long as a Book-Entry System is being used, one Bond in the aggregate principal amount of each separate maturity (whether serially or by term) of the Bonds and registered in the name of the Securities Depository, the Securities Depository Nominee and the DTC participants and Indirect Participants will evidence beneficial ownership of the Bonds in authorized denominations, with transfers of ownership effected on the records of the Securities Depository, the DTC participants and the Indirect Participants pursuant to rules and procedures established by the Securities Depository, the DTC participants and the Indirect Participants. The principal of and any premium on each Bond shall be payable to the Securities Depository Nominee or any other person appearing on the Registration Records as the Registered Holder of such Bond or its registered assigns or legal representative at the principal office of the Paying Agent. So long as the Book-Entry System is in effect, the Securities Depository will be recognized as the Holder of the Bonds for all purposes. Transfer of principal, interest and any premium payments or notices to DTC participants and Indirect Participants will be the responsibility of the Securities Depository and transfer of principal, interest and any premium payments or notices to Beneficial Owners will be the responsibility of the DTC participants and Indirect Participants. No other party will be responsible or liable for such transfers of payments or notices or for maintaining, supervising or reviewing such records maintained by the Securities Depository, the DTC participants or the Indirect Participants. While the Securities Depository Nominee or the Securities Depository, as the case may be, is the registered owner of the Bonds, notwithstanding any other provisions set forth herein, payments of principal of, redemption premium, if any, and interest on the Bonds shall be made to the Securities Depository Nominee or the Securities Depository, as the case may be, by wire transfer in immediately available funds to the account of such Holder, without notice to or the consent of the Beneficial Owners, the Paying Agent, with the consent of the City, and the Securities Depository may agree in writing to make payments of principal and interest in a manner different from that set out herein. In such event, the Paying Agent shall make payments with respect to the Bonds in such manner as if set forth herein.

(c) The City may at any time elect with the prior written consent of the Underwriter (i) to provide for the replacement of any Securities Depository as the depository for the Bonds with another qualified Securities Depository, or (ii) to discontinue the maintenance of the Bonds under a Book-Entry System. In such event, and upon being notified by the City of such election, the Paying Agent shall give 30 days’ prior notice of such election to the Securities Depository (or such fewer number of days as shall be acceptable to such Securities Depository).

(d) Upon the discontinuance of the maintenance of the Bonds under a Book-Entry System, the City will cause Bonds to be issued directly to the Beneficial Owners of Bonds, or their designees, as further described below. In such event, the Paying Agent shall make provisions to notify DTC participants and the Beneficial Owners of the Bonds, by mailing an appropriate notice to the Securities Depository, or by other means deemed appropriate by the Paying Agent in its discretion, that Bonds will be directly issued to the Beneficial Owners of Bonds as of a date set forth in such notice, which shall be a date at least ten (10) days after the date of mailing of such notice (or such fewer number of days as shall be acceptable to the Securities Depository).

(e) In the event that Bonds are to be issued to the Beneficial Owners of the Bonds, or their designees, the City shall, at its expense, promptly have prepared Bonds in certificate form registered in the names of the Beneficial Owners of Bonds shown on the records of the DTC participants provided to the Paying Agent, as of the date set forth in the notice described above. Bonds issued to the Beneficial Owners, or their designees, shall be in fully registered form substantially in the form set forth in Section 6 hereof.

(f) If any Securities Depository is replaced as the depository for the Bonds with another qualified Securities Depository, the City will issue to the replacement Securities Depository Bonds substantially in the form set forth herein, registered in the name of such replacement Securities Depository.

(g) Each Securities Depository and the DTC participants, the Indirect Participants and the Beneficial Owners of the Bonds, by their acceptance of the Bonds, agree that the City and the Paying Agent shall have no liability for the failure of any Securities Depository to perform its obligation to any DTC participant, Indirect Participant or other nominee of any Beneficial Owner of any Bonds to perform any obligation that such DTC participant, Indirect Participant or other nominee may incur to any Beneficial Owner of the Bonds.

(h) Notwithstanding any other provision of this Bond Resolution, on or prior to the date of issuance of the Bonds, the City shall have executed and delivered to the initial Securities Depository the Letter of Representations governing various matters relating to the Securities Depository and its activities pertaining to the Bonds. The terms and provisions of the Letter of Representations are incorporated herein by reference and in the event there shall exist any inconsistency between the substantive provisions of the Letter of Representations and any provisions of this Bond Resolution, then, for as long as the initial Securities Depository shall serve with respect to the Bonds, the terms of the Letter of Representations shall govern.

(i) Notwithstanding any provision in this Bond Resolution to the contrary, at all times in which the Book-Entry System is in effect, any references to physical delivery of a Bond shall not be required.

SECTION 4. (a) When the Bonds shall have been validated, if applicable, and executed as herein provided, they 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 reverse side of, or an attachment thereto, each of the Bonds, over his manual or facsimile signature and manual or facsimile seal, his certificate in substantially the form set out in Section 6 hereof.

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

(c) The Bonds shall be delivered to the Purchaser upon payment of the purchase price therefor in accordance with the terms and conditions of their sale and award, together with a complete certified transcript of the proceedings had and done in the matter of the authorization, issuance, sale and validation, if applicable, of the Bonds, and the final, unqualified approving opinion of Bond Counsel, which opinion shall be imprinted on, or attached to, the reverse of each of the Bonds.

(d) Prior to or simultaneously with the delivery by the Paying Agent of any of the Bonds, the City shall file with the Paying Agent:

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

(ii) an authorization to the Paying Agent, signed by the Mayor or Clerk, to authenticate and deliver the Bonds to the Purchaser.

(e) The Paying Agent shall authenticate the Bonds and deliver them to the Purchaser upon payment of the purchase price of the Bonds to the City.

(f) Certificates, blank as to denominations, rate of interest, date of maturity and CUSIP number and sufficient in quantity in the judgment of the City to meet the reasonable transfer and reissuance needs on the Bonds, shall be printed and delivered to the Paying Agent in generally-accepted format, and held by the Paying Agent until needed for transfer or reissuance, whereupon the Paying Agent shall imprint the appropriate information as to denomination, rate of interest, date of maturity and CUSIP number prior to the registration, authentication and delivery thereof to the transferee. Subject to the approval of the Governing Body, the Paying Agent is hereby authorized to have printed from time to time as necessary additional certificates bearing the manual or facsimile seal of the City and manual or facsimile signatures of the person who were the officials of the Governing Body as of the date of original issue of the Bonds.

SECTION 5. (a) The City authorizes the Mayor and City Clerk to appoint the Paying and Transfer Agent for the Bonds after receiving the recommendation of the successful bidder subject to the following conditions. The Paying and Transfer Agent shall be a bank, trust company, or national banking association located within the State having Federal Deposit Insurance Corporation insurance of its accounts, duly authorized to exercise corporate trust powers and subject to examination by and in good standing with the federal and state regulatory authorities under the jurisdiction of which it falls.

(b) So long as any of the Bonds shall remain outstanding, the City shall maintain with the Transfer Agent records for the registration and transfer of the Bonds. The Transfer Agent is hereby appointed registrar for the Bonds, 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, any of the Bonds entitled to registration or transfer.

(c) The City shall pay or reimburse the Agent reasonable fees for the performance of the services normally rendered and the incurring of normal expenses reasonably and necessarily paid as are customarily paid to paying agents, transfer agents, and bond registrars, subject to agreement between the 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 its duties and obligations of either the function of the Paying Agent or Transfer Agent, or both, by giving at least sixty (60) days written notice to the City, and may be removed from either or both of said functions at any time by resolution of the Governing Body delivered to the Agent. The resolution shall specify the date on which such removal shall take effect and the name and address of the successor Agent, and shall be transmitted to the Agent being removed within a reasonable time prior to the effective date thereof. Provided, however, that no resignation or removal of an Agent shall become effective until a successor Agent has been appointed pursuant to this Bond Resolution.

(ii) Upon receiving notice of the resignation of an Agent, the City shall promptly appoint a successor Agent by resolution of the Governing Body. Any appointment of a successor Agent shall become effective upon acceptance of appointment by the successor Agent. If no successor Agent shall have been so appointed and have accepted appointment within thirty (30) days after the notice of resignation, the resigning Agent may petition any court of competent jurisdiction for the appointment of a successor Agent, which court may thereupon, after such notice as it may deem appropriate, appoint a successor Agent.

(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, lists of Registered Owners, and all other records, documents, and instruments relating to its duties as such Agent.

(iv) Any successor Agent appointed under the provisions hereof shall be a bank, trust company, or national banking association having Federal Deposit Insurance Corporation insurance of its accounts, duly authorized to exercise corporate trust powers and subject to examination by and in good standing with the federal and state regulatory authorities under the jurisdiction of which it falls.

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

(vi) Should any transfer, assignment or instrument in writing be required by any successor 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 instrument shall, on request, be executed, acknowledged and delivered by the City.

(vii) 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 Bonds.

(viii) 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.

(ix) Any corporation or association into which an Agent may be converted or merged, or with which it may be consolidated or to which it may sell or transfer its assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation, or transfer to which it is a party, shall be and become successor Agent hereunder and vested with all the powers, discretion, immunities, privileges, and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of either the City or the successor Agent, anything herein to the contrary notwithstanding, provided only that such successor Agent shall be satisfactory to the City and eligible under the provisions of Section 5(d)(iv) hereof.

SECTION 6. The Bonds shall be in substantially the following form, with such appropriate variations, omissions, and insertions as are permitted or required by this Bond Resolution:

[The remainder of this page is intentionally left blank.]

[BOND FORM]

*Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("**DTC**"), to the Paying Agent or its agent for registration of transfer, exchange, or payment, and any Bond is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), **ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL** inasmuch as the registered owner hereof, Cede & Co., has an interest herein.*

UNITED STATES OF AMERICA

STATE OF MISSISSIPPI

CITY OF GAUTIER

COMBINED UTILITY SYSTEM REVENUE BOND

SERIES 2018

NO. ______________ **$____________________**

Rate of Interest	Maturity	Date of Original Issue	CUSIP
%			

Registered Owner:

Principal Amount: **DOLLARS**

The City of Gautier, Jackson County, State of Mississippi (the "***City***"), a body politic existing under the Constitution and laws of the State of Mississippi, acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America to the Registered Owner identified above, upon the presentation and surrender of this Bond, at the principal office of _____________, ________, __________, or its successor, as paying agent (in such capacity, the "***Paying Agent***") for the Combined utility system Revenue Bonds, Series 2018, of the City (the "***Bonds***"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this Bond shall be made to the Registered Owner hereof who shall appear in the registration records of the City maintained by _____________, ______, ________, or its successor, as transfer agent for the Bonds (the "***Transfer Agent***"), as of the 15th day of the calendar month preceding the maturity date hereof.

The City further promises to pay interest on such principal amount from the date of this Bond or from the most recent interest payment date to which interest has been paid at the rate of interest per annum set forth above, on May 1 and November 1 of each year (each an "***Interest Payment Date***"), commencing May 1, 2019, until said principal sum is paid, to the Registered Owner hereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the 15th day of the calendar month preceding the applicable Interest Payment Date.

Payments of principal of and interest on this Bond shall be made by check or draft mailed on the Interest Payment Date to such Registered Owner at his address as it appears on such registration records. The Registered Owner hereof may change such address by written notice to the Transfer Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the Transfer Agent, such notice to be received by the Transfer Agent not later than the 15th day of the calendar month preceding the applicable principal or Interest Payment Date.

This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to denomination, number, rate of interest and date of maturity, issued in the aggregate authorized principal amount of Four Million Dollars ($4,000,000) to raise money for the purpose of providing funds for (i) the improvement, repair and extension of the combined utility system of the City, and (ii) paying the costs of issuance of the Bonds.

This Bond is issued under the authority of the Constitution and statutes of the State of Mississippi, particularly Section 21-27-23 and Sections 21-27-41 through 21-27-69 of the Mississippi Code of 1972, as amended and supplemented from time to time, and by the further authority of proceedings duly had by the Mayor and City Council of the City, including a resolution adopted on April 3, 2018 (the "***Bond Resolution***").

The Bonds maturing on May 1, 2029, and thereafter, are subject to redemption prior to their stated dates of maturity at par, plus accrued interest to the date of redemption, either in whole, or in part, on any date on or after May 1, 2028.

Notice of redemption identifying the numbers of Bonds or portions thereof to be redeemed shall be given to the Registered Owners thereof by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption. Failure to mail or receive any such notice, or any defect therein or in the mailing thereof, shall not affect the validity of any proceedings for the redemption of Bonds. Any notice mailed as provided herein shall be conclusively presumed to have been given, irrespective of whether received. If such written notice of redemption is made and if due provision for payment of the redemption price is made, all as provided above, the Bonds which are to be redeemed thereby automatically shall be deemed to have been redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the owner to receive the redemption price out of the funds provided for such payment. If at the time of mailing of any notice of redemption, there shall not be on deposit with the Paying Agent sufficient moneys to redeem all of the Bonds called for redemption, such notice shall state that it is subject to the deposit of moneys with the Paying Agent not later than on the redemption date and shall be of no effect unless such moneys are deposited.

The Bonds are registered as to both principal and interest. The Bonds are to be issued or reissued in the denomination of $5,000 each, or integral multiples thereof up to the amount of a single maturity.

This Bond may be transferred or exchanged by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal office of the Paying Agent, but only in the manner, subject to the limitations in the Bond Resolution, and upon surrender and cancellation of this Bond. Upon such transfer or exchange, a new Bond or Bonds of like aggregate principal amount in authorized denominations of the same maturity will be issued.

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

The principal of and interest on the Bonds shall be payable solely from the Net Revenues derived from the operation of the combined utility system of the City (the "***System***"), subject to the parity lien of the City's $9,185,000 Combined Utility System Revenue Refunding Bonds, Series 2012, dated May 31, 2012, and the City's $3,500,000 Promissory Note (Gautier, Mississippi Combined Utility System Revenue Project), dated August 13, 2013, securing the $3,500,000 Mississippi Development Bank Special Obligation Bonds, Series 2013 (Gautier, Mississippi Combined Utility System Revenue Project), dated August 13, 2013. The Bonds do not constitute an indebtedness of the City within the meaning of any constitutional or statutory restriction, limitation or provision, and the taxing power of the City is not pledged to the payment hereof, either as to principal or interest. System Revenues shall be deposited in the Revenue Fund and then transferred to the 2018 Bond Fund for the payment of principal and interest on the Bonds.

The City covenants and agrees that it will perform all duties required by law and by the Bond Resolution; that it will apply the proceeds of this Bond to the purposes above set forth; that, as long as this Bond is outstanding, it will operate and maintain the System; that it will fix and maintain rates and make and collect charges for the services of the System, without regard to the user thereof, sufficient to provide for the operation and maintenance of the System in good repair and working order, to provide for the payment of the principal of and interest on this Bond and the 2018 Bonds as all shall mature and accrue, and to provide for a debt service reserve fund, a depreciation fund and a contingent fund, all as set forth in the Bond Resolution; and that such an amount of the Net Revenues of the System remaining after paying the expense of operating and maintaining the System as will maintain a 2018 Bond Fund on this Bond and the 2018 Bonds, as the same shall mature and accrue, is hereby irrevocably pledged to said purpose.

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 Bond, in order to make the same a legal and binding limited obligation of the City, according to the terms hereof, do exist, have happened and have been performed in regular and due time, form and manner as required by law.

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

Terms capitalized herein shall have the same meaning as in the Bond Resolution, unless otherwise expressly provided herein.

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

CITY OF GAUTIER, MISSISSIPPI

BY: ____

Mayor

COUNTERSIGNED:

____

City Clerk

(SEAL)

There shall be printed in the lower left portion on the face of the Bonds, or attached thereto, a registration and authentication certificate in substantially the following form:

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned Bond Resolution and is one of the Combined Utility System Revenue Bonds, Series 2018, of the City of Gautier, Mississippi.

____

_________, ______________

as Paying Agent

BY: ____

Authorized Officer

Date of Registration and Authentication:_____________________

There shall be printed on the reverse of the Bonds, or attached thereto, a registration and validation certificate and an assignment form in substantially the following form:

REGISTRATION AND VALIDATION CERTIFICATE

STATE OF MISSISSIPPI

JACKSON COUNTY

CITY OF GAUTIER

I, the undersigned City Clerk of the City of Gautier, Mississippi, do hereby certify that the within Bond has been duly registered by me as an obligation of said City pursuant to law in a record kept in my office for that purpose, and has been validated and confirmed by Decree of the Chancery Court of Jackson County, Mississippi, rendered on the _____ day of _______________, 2018.

City Clerk

(SEAL)

ASSIGNMENT

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

____

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint ______________________, _________________, __________, as Transfer Agent to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

____

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

Signatures guaranteed:

____

NOTICE: Signature(s) must be guaranteed by an approved eligible guarantor institution, an institution that is a participant in a Securities Transfer Association recognized signature guarantee program.

____

(Authorized Officer)

Date of Assignment:______________________________

Insert Social Security Number or Other

Tax Identification Number of Assignee:________

[End of Bond Form.]

[The remainder of this page is intentionally left blank.]

SECTION 7. In case any 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 Bond of like date, number, maturity, and tenor in exchange and substitution for and upon cancellation of such mutilated Bond, or in lieu of and in substitution for such Bond stolen, destroyed, or lost, upon the Registered Owner's paying the reasonable expenses and charges of the City in connection therewith, and in case of a Bond stolen, destroyed, or lost, his filing with the City or Paying Agent evidence satisfactory to them that such Bond was stolen, destroyed or lost, and of his ownership thereof, and furnishing the City or Paying Agent with such security or indemnity as may be required by law or by them to save each of them harmless from all risks, however remote. The provision of this Section 7 shall not apply if the Book-Entry System is in effect.

SECTION 8. Only such of the Bonds as shall have endorsed thereon a certificate of registration and authentication in substantially the form hereinabove set forth, duly executed by the Paying Agent, shall be entitled to the rights, benefits, and security of this Bond Resolution. No such Bond shall be valid or obligatory for any purpose unless and until such certificate of registration and authentication shall have been duly executed by the Paying Agent, which executed certificate shall be conclusive evidence of registration, authentication, and delivery under this Bond Resolution. The Paying Agent's certificate of registration and authentication on any such Bond shall be deemed to have been duly executed if signed by an authorized officer of the Paying Agent, but it shall not be necessary that the same officer sign said certificate on all of the Bonds that may be issued hereunder at any one time.

SECTION 9. (a) In the event the Purchaser shall fail to designate the names, addresses, and social security or tax identification numbers of the Registered Owners of the Bonds within thirty (30) days of the date of sale, or at such other later date as may be designated by the City, one Bond registered in the name of the Purchaser may be issued in the full amount of each maturity. Ownership of the Bonds shall be in the Purchaser until the initial Registered Owner has made timely payment and, upon request of the Purchaser within a reasonable time of the initial delivery of the Bonds, the Paying Agent shall re-register any such Bond upon its records in the name of the Registered Owner to be designated by the Purchaser in the event timely payment has not been made by the initial Registered Owner.

(b) Except as hereinabove provided, the Person in whose name any of the Bonds shall be registered in the records of the City maintained by the Paying Agent may be deemed the absolute owner thereof for all purposes, and payment of or on account of the principal of or interest on any of the Bonds 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 any of the Bonds to the extent of the sum or sums so paid.

SECTION 10. (a) The Bonds shall be transferable only in the records of the City, upon surrender thereof at the office of the Transfer Agent, together with a written instrument of transfer satisfactory to the Transfer Agent duly executed by the Registered Owner or his or its attorney duly authorized in writing. Upon the transfer of any of the Bonds, the City, acting through its Transfer Agent, shall issue in the name of the transferee a new Bond or Bonds of the same aggregate principal amount and maturity and rate of interest as the surrendered Bond or Bonds.

(b) In all cases in which the privilege of transferring any of the Bonds is exercised, the Transfer Agent shall authenticate and deliver said Bonds in accordance with the provisions of this Bond Resolution.

SECTION 11. (a) Payment of principal on the Bonds shall be made, upon presentation and surrender thereof at the principal office of the Paying Agent, 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 Bonds 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 Bond subsequent to the Record Date and prior to the due date of the interest.

(c) Principal of and interest on the Bonds shall be paid by check or draft mailed on the Interest Payment Date to Registered Owners 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 as may be acceptable to by the Transfer Agent, such notice to be received by the Transfer Agent not later than the Record Date preceding the applicable principal or interest payment date to be effective as of such date.

SECTION 12. The principal of and interest on the Bonds shall be payable solely from a pledge of Net Revenues, subject to the parity lien of the 2012 Bonds and the 2013 Note. The Bonds shall not constitute an indebtedness of the City within the meaning of any constitutional or statutory restriction, limitation or provision, and the taxing power of the City is not pledged to the payment of the Bonds, either as to principal or interest.

SECTION 13. From and after the issuance and delivery of the Bonds, the System shall be operated on a Fiscal Year basis, commencing on the first day of October, and ending on the last day of September in the following year; provided, however, that the Fiscal Year may be changed upon written notice to the Registered Owners.

SECTION 14. All Revenues shall be set aside as collected and shall be deposited into the Revenue Fund utilized in connection with the 2012 Bonds and bonds issued on parity with the 2012 Bonds, including the 2013 Note and the Bonds. Moneys in said fund shall not be subject to lien or attachment by any creditor of the City and shall be set aside for, allocated to and deposited by the Clerk to the extent available in the following order of preference in the following separate and special funds, created pursuant to the 2012 Bond Resolution, 2013 Loan Agreement, and this Bond Resolution, as applicable, without further direction of or action by the Governing Body or other authority of the City:

(a) On the first business day of each month, commencing in the first month after delivery of the Bonds, there shall be deposited into the Operation and Maintenance Fund created an amount which will provide for the payment of the Current Expenses to be paid during such calendar month, and, in the event that the aggregate amounts deposited into such fund pursuant to this subsection (a) during the preceding months shall have been insufficient to pay all such expenses, an amount sufficient to repay such deficiencies.

(b) To the City such amount necessary to reimburse the general fund of the City for debt service due on the SRF Loans deducted by the Mississippi Department of Revenue from the sales tax rebate to the City.

(c) On the first business day of each month, commencing in the first month after the delivery of the Bonds, there shall be deposited into (i) the 2012 Debt Service Fund an amount which, together with equal subsequent monthly deposits on the first business day of each successive month, will provide a sum equal to the amount necessary to pay interest and principal due and payable through the date on which the next installment of principal on the 2012 Bonds is due; (ii) there shall be deposited into the 2013 Debt Service Fund for the 2013 Note an amount which, together with equal subsequent monthly deposits on the first business day of each successive month, will provide a sum equal to the amount necessary to pay interest and principal due and payable through the date on which the next installment of principal on the 2013 Note is due; and (iii) the 2018 Bond Fund an amount which, together with equal subsequent monthly deposits on the first business day of each successive month, will provide a sum equal to the amount necessary to pay interest and principal due and payable through the date on which the next installment of principal on the Bonds is due.

(d) Provided, that in addition to the moneys required to be paid into the 2018 Bond Fund, the Debt Service Reserve Fund shall be established in order to meet any deficiency in the 2018 Bond Fund in future years. The Debt Service Reserve Fund shall initially be funded by the City with cash reserves, Bond proceeds, a reserve fund surety bond, or any combination of the foregoing immediately upon delivery of the Bonds in an amount to equal the Debt Service Reserve Fund Requirement at which amount said Debt Service Reserve Fund shall thereafter be maintained; said Debt Service Reserve Account shall be used only to pay maturing principal and accruing interest, or both, and only whenever and to the extent that funds otherwise available in the Series 2018 Bond Fund are insufficient for that purpose. In the event the Debt Service Reserve Fund is not funded at Debt Service Reserve Fund Requirement, the Clerk shall on the first business day of each month, commencing in the first month after , continually through the sixtieth (60th) month after the delivery of the Bonds, deposit one sixtieth (1/60th) of the amount representing the Debt Service Reserve Fund Requirement, until the balance in the Debt Service Reserve Fund meets the Debt Service Reserve Fund Requirement, at which amount the Debt Service Reserve Fund shall thereafter be maintained by such future payments as may be necessary to maintain said balance. Notwithstanding any other provision contained herein, upon the determination of any deficiency in the total amount on deposit in the Debt Service Reserve Fund the full amount of such deficiency shall be fully funded within one (1) year of such determination. The Debt Service Reserve Fund shall be used only to pay maturing principal and accruing interest, or both, and only whenever and to the extent that funds otherwise available in the 2018 Bond Fund are insufficient for that purpose. No funds paid into the Debt Service Reserve Fund shall be used to prepay the principal unless such prepayment is for the entire balance of the principal amount of the Bonds. If the amount on deposit in the Debt Service Reserve Fund as valued on the last day of any Bond Year is more than the Debt Service Reserve Fund Requirement, the amount of such excess shall be transferred to the 2018 Bond Fund.

(e) There is hereby created the Series 2018 Contingent Fund, which is supplemental to the contingency funds for the 2012 Bonds and the 2013 Notes. The Series 2018 Contingent Fund may initially be funded by the City with cash reserves immediately upon delivery of the Bonds in the amount of Five Thousand Dollars ($5,000), at which amount said fund shall thereafter be maintained by such future payments as may be necessary for that purpose. The Series 2018 Contingent Fund shall be used for the purpose of paying the cost of unforeseen contingencies arising in the operation and maintenance of the System, including the construction of reasonable and proper improvements, betterments, and extensions thereto upon written certification by the Consulting Engineers to the Governing Body certifying the necessity for such expenditure and concurring in the necessity for such expenditure from the Series 2018 Contingent Fund; provided, however, that in the event the funds otherwise established by this Bond Resolution for the payment of the principal of and interest on the Bonds should be insufficient for said purpose, then and in that event, to the extent of any such insufficiency, the amount necessary to pay accruing interest and to provide for the payment of the principal as set forth in paragraph (c) of this section shall be drawn from the Series 2018 Contingent Fund together with funds otherwise available, to pay such accruing interest and to provide for the payment of principal as set forth in paragraph (c) of this section. The annual deposits into the Contingent Fund shall equal the aggregate amount of required Contingent Fund deposits for each respective Series of Bonds.

(f) There is hereby created the 2018 Depreciation Fund, which is supplemental to the contingency funds for the 2012 Bonds and the 2013 Notes. The 2018 Depreciation Fund shall initially be funded by the City with cash reserves immediately upon delivery of the Bonds in the amount of Five Thousand Dollars ($5,000), at which amount said fund shall thereafter be maintained by such future payments as may be necessary for that purpose. The 2018 Depreciation Fund shall be used for the purpose of paying the cost of replacing such parts of the System as may need replacement in order to keep the System operating in an economical and efficient manner upon written certification by the Consulting Engineers to the Governing Body certifying the necessity for such expenditure and concurring in the necessity for such expenditure from the 2018 Depreciation Fund; provided, however, that in the event the funds otherwise established by this Bond Resolution for the payment of the principal of and interest on the Bonds should be insufficient for said purpose, then and in that event, to the extent of any such insufficiency, the amount necessary to pay accruing interest and to provide for the payment of the principal as set forth in paragraph (c) of this section shall be drawn from the 2018 Depreciation Fund together with funds otherwise available, to pay such accruing interest and to provide for the payment of principal as set forth in paragraph (c) of this section. The annual deposits into the Depreciation Fund shall equal the aggregate Depreciation Funds deposit for each respective series of Bonds.

SECTION 15. If Revenues shall be insufficient at any time to make the payments or deposits from the Revenues required by Section 14 hereof, the deficiency shall be made good by additional payments to be made out of the first available Revenues received during any succeeding month or months.

SECTION 16. All sums in the funds referred to in Section 14 hereof shall be kept on deposit in bank accounts separate from all other bank accounts of the City in a bank or banks having Federal Deposit Insurance Corporation insurance of its accounts and at all times shall be continuously secured as provided by the laws of the State of Mississippi for other funds of the City, or, in the discretion of the Governing Body, may be invested as directed in the 2012 Bond Resolution and this Bond Resolution, as applicable, in investments authorized under the laws of the State of Mississippi as may now be or hereafter become applicable. Such investments shall mature or be redeemable prior to the time the funds so invested will be needed for expenditure. Any interest or other income received from investments shall accrue to and be deposited in the fund which generated such income or to which such income is attributable and applied toward the purposes set forth in such fund.

SECTION 17. (a) A portion of the principal proceeds derived from the sale of the Bonds shall be deposited in the 2018 Construction Fund hereby created by this Bond Resolution and shall be applied solely and only for the purpose for which the Bonds are herein directed to be issued for the Cost of the Construction Project. Any income received from investment of monies in the 2018 Construction Fund shall be deposited in the 2018 Construction Fund or the 2018 Bond Fund for the payment of debt service on the Bonds during the construction period for the Construction Project.

(b) Said proceeds deposited into the 2018 Construction Fund shall be disbursed only upon proper warrant issued pursuant to certification by the Consulting Engineers stating that:

(i) the purpose for which the payment is to be made is a Cost of the Construction Project within the scope of the work contemplated by this Bond Resolution;

(ii) the work done is, or the materials furnished are, in accordance with the contract therefor (if such work is done or such materials are furnished under a contract), or such work is or that such materials are suitable for the intended purpose (if such payments are not covered by an express contract); and

(iii) the amount of such payment is in accordance with the contract or is reasonable. Nothing herein shall be construed to prohibit the payment from the 2018 Construction Fund without such a certificate of a portion or all of the expenses necessarily incident to the costs of issuance and sale of the Bonds. Said cost of issuance expenses approved by the City is hereby authorized to be paid at Closing without further authorization or approval of the Governing Body.

(c) Any balance remaining in the 2018 Construction Fund after the Construction Project has been completed, and all related costs and expenses paid, shall be deposited into the 2018 Bond Fund and expended in accordance with State law.

SECTION 18. The City covenants and agrees with the Registered Owners that it will perform or cause to be performed all duties with respect to the operation and maintenance of the System and with respect to the fixing, maintaining and collecting of the rates, fees, and charges for the services thereof, the establishing of the funds herein referred to, and all other matters and things required by law and by this Bond Resolution, and that it will do or cause to be done, in apt time and season, each and every official act necessary for the payment of the principal of and the interest on the Bonds as the same shall mature and accrue.

SECTION 19. The City further covenants with the Registered Owners as follows:

(a) As long as any of the Bonds are outstanding and unpaid, it will operate and maintain the System, or cause the System to be operated and maintained.

(b) As long as any of the Bonds are outstanding and unpaid, it will fix and maintain rates and make and collect charges for the use and service of the System which will at all times provide Net Revenues sufficient: (i) to pay the Current Expenses of the System, and (ii) to provide one hundred twenty per cent (120%) of the amount of the maximum Principal and Interest Requirements and the payments required to be made to the credit of the Debt Service Reserve Fund for the current Bond Year on account of the Bonds then outstanding.

(c) If the Net Revenues in any Fiscal Year as shown by the City's audit are less than the total amount set forth in subsection (b) of this Section, then it shall, as promptly as possible, request the Consulting Engineers to make recommendations as to a revision of such rates, fees, and charges or methods of operating the System which will result in producing the required amount in the following Fiscal Year. Upon receipt of such recommendations the City shall, subject to applicable requirements imposed by law, immediately revise such rates, fees, and charges and take such other actions respecting the methods of operation of the System as shall in its discretion be deemed necessary. Failure to implement the recommendation of the Consulting Engineer or if coverage is less than one hundred twenty percent (120%) of the maximum Principal and Interest Requirements and the payment required to be made to the credit of the Debt Service Reserve Fund shall be a breach of the City's covenants herein.

(d) As long as any of the Bonds shall remain outstanding and unpaid, the City shall carry and maintain all-risk insurance upon all the properties forming a part of the System which may be of an insurable nature, such insurance to be of the type and kind and for such amount or amounts as carried and maintained by other municipalities rendering services of a similar character in similar communities. The proceeds of all such insurance shall be used only for the maintenance and restoration of the System, or for the payment of the principal of and the interest on the 2012 Bonds, the 2013 Note, and the Bonds.

(e) The City shall set up and maintain a proper system of accounts showing the amount of Revenues received from the System and the application thereof. Such accounts shall be separate and distinct from the other accounts of the City and the City, and at least once a year shall be properly audited by independent auditors who shall be certified public accountants. The report of such audit shall be open to the public and to all Registered Owners.

(f) The Registered Owner of any of the Bonds shall be permitted, at all reasonable times, to inspect the System and all records, accounts and data relating thereto, and shall be furnished all data and information relating to the System which may be reasonably requested.

(g) Except as provided for by this Bond Resolution, the City will not create or permit to be created any charge or lien on Net Revenues ranking equal or prior to the charge or lien of the Bonds.

SECTION 20. Prior to the commencement of each Fiscal Year, the Governing Body shall cause to be prepared a budget setting out the estimated receipts and expenditures of the System for the then ensuing Fiscal Year. This budget shall contain:

(a) An estimate of the receipts expected to be derived from the operation of the System;

(b) A statement of the estimated cost of operating the System during the next ensuing Fiscal Year;

(c) A statement of the amount of principal and interest due during the ensuing Bond Year;

(d) A statement of what replacements to the System may be anticipated and the estimated cost thereof;

(e) A statement of the total amount anticipated to be payable from Revenues during the next ensuing Fiscal Year; and

(f) A statement of the amount on deposit in each of the funds referred to in Section 14 of this Bond Resolution.

SECTION 21. Reserved.

SECTION 22. (a) From and after the issuance of the Bonds, no additional bonds shall be issued or obligations incurred by the City which are payable in whole or in part from or chargeable to Net Revenues (except obligations incurred in the operation and maintenance of the System), unless such additional bonds or obligations are in all respects junior and subordinate to the Bonds.

(b) The City shall have the right to issue one or more additional bond series to be secured by a parity lien on and ratably payable from Net Revenues and any other security pledged to the Bonds, provided in each instance that:

(i) the Net Revenues available for payments of principal and interest on the Bonds for a period of 12 consecutive months during the 18 months preceding the month in which such additional parity bonds are issued must be certified by an accountant to have been at least equal to 120% of the highest annual debt service payments in any succeeding Bond Year with respect to the Bonds, any other outstanding bonds, including the 2012 Bonds and the 2013 Note, and the bonds proposed to be issued; or in lieu of the foregoing formula, if a new schedule of rates, fees, and charges for the services, facilities and commodities of the System shall have been adopted, then the Net Revenues available for debt service payments (taking into account such new rates) must be certified by an accountant to have been at least equal to 120% of the highest annual debt service payments in any succeeding Bond Year with respect to the Bonds, any other outstanding bonds, including the 2012 Bonds and the 2013 Note, and the bonds proposed to be issued during the period set forth above;

(ii) the pledge of and lien on the Net Revenues and amounts on deposit from time to time in the 2018 Bond Fund shall be extended for the benefit of the Registered Owners of the additional bonds; and

(iii) the resolution under which the proposed bonds are being issued shall provide for the funding of the increase in the Debt Service Reserve Fund resulting from the issuance of such additional bonds from the proceeds of such additional bonds.

(c) The City hereby covenants and agrees that in the event additional series of parity bonds are issued, it shall:

(i) Adjust the deposits into the 2018 Bond Fund in the following manner: On the first business day of each month, commencing in the first month after the delivery of the additional bonds, there shall be deposited into the 2018 Bond Fund an amount which, after taking into account any amounts already on deposit and equal subsequent monthly deposits on the first business day of each successive month, will provide a sum equal to the amount necessary to pay interest and principal due and payable through the date on which the next installment of principal on the Bonds and the additional bonds is due.

(ii) Adjust the amount of the Debt Service Reserve Fund to a sum equal to the lesser of the following: (1) the Debt Service Reserve Fund Requirement as calculated for the Bonds, and such additional parity bonds; and (2) the maximum amount which, if deposited therein, in the opinion of nationally recognized bond counsel, would not adversely affect the tax-exempt status of interest on the Bonds and such additional bonds. The additional funds required to provide the lesser of (1) or (2) as set forth in the immediate preceding sentence shall be funded from the proceeds of the additional parity bonds.

(d) The City shall have the right to call, subject to the call provisions of the respective bond series, any or all outstanding bonds which may be called at par prior to calling any bonds that are callable at a premium. If it is provided in any subsequently issued series of bonds secured by a parity lien on Net Revenues that excess moneys in the 2012 Debt Service Fund and the 2018 Bond Fund shall be used to redeem bonds in advance of scheduled maturity or if the City, at its option, undertakes to redeem outstanding bonds in advance of scheduled maturity, it is agreed and understood that:

(i) calls of or prepayment on bonds will apply to each series of bonds on an equal pro rata basis (reflecting the proportion of the original amount of each series of bonds outstanding at the time of such call); and

(ii) calls of bonds for each bond series will be in accordance with the call provisions of the respective bond series.

(e) The City may issue bonds junior and subordinate to the Bonds at any time, provided that the issuance of such bonds does not violate any covenant of the City concerning any of its then outstanding bonds.

SECTION 23. (a) The provisions of this Bond Resolution shall constitute a contract between the City and the Registered Owners from time to time of the Bonds, and after the issuance of the Bonds no changes, additions or alterations of any kind shall be made hereto in any manner except upon consent of the Registered Owners of at least sixty-five percent (65%) in principal amount of the Bonds then outstanding, such consent to be evidenced by an instrument or instruments signed by such Registered Owners and duly acknowledged in the manner of a deed for the conveyance of real estate in the State of Mississippi. Such instruments shall contain or be accompanied by proofs of ownership of specified numbers and principal amounts of the Bonds, shall be filed in the office of the Clerk and shall be a public record.

(b) Any and all modifications or alterations made in the manner hereinabove provided shall not become effective until the required consents shall have been filed with the Clerk.

(c) No modifications or alterations to this Bond Resolution shall extend the maturity of or reduce the interest rate on or otherwise alter or impair the obligation to pay the principal of or the interest on any of the Bonds at the time and place and at the rate and in the currency as provided therein, without the express consent of the Registered Owner of any of such Bonds, nor reduce the percentage of the Bonds required for the affirmative vote or written consent to a modification or alteration, nor alter or impair the covenants set forth in Sections 17, 18, and 20 hereof.

SECTION 24. The Bonds shall be payable equally and ratably, without regard to the date when the Bonds actually shall be delivered and shall enjoy parity of lien, one with the other, upon Net Revenues.

SECTION 25. (a) Upon the occurrence of an event of default, the Registered Owner of any of the Bonds may, by suit, action, mandamus or other proceedings at law or in equity, enforce and compel performance by the appropriate official or officials of the City of any or all acts and duties to be performed by the City under the provisions of the Act and of this Bond Resolution.

(b) Each of the following constitutes an event of default under this Bond Resolution:

(i) failure by the City to pay any installment of principal or Redemption Price of any Bond at the time required;

(ii) failure by the City to pay any installment of interest on any Bond at the time required;

(iii) failure by the City to perform or observe any other covenant, agreement or condition on its part contained in this Bond Resolution or in the Bonds, and the continuance thereof for a period of sixty (60) days after written notice thereof to the City by the Registered Owners of not less than ten percent (10%) in principal amount of the then outstanding Bonds; or

(iv) an Act of Bankruptcy occurs.

(c) If there be any default in the payment of the principal of and interest on the Bonds, any court having jurisdiction in the proper action may, upon petition of the Registered Owners of a majority in principal amount of the Bonds then outstanding, appoint a receiver to administer and operate the System with power to fix rates and collect charges sufficient to provide for the payment of the Bonds and to pay the expense of operating and maintaining the System in conformity with the provisions of the Act and of this Bond Resolution.

SECTION 26. At least five (5) days prior to the due date thereof, the Clerk of the City shall remit to the Paying Agent the sum or sums then becoming due as interest, or principal and interest, on the Bonds, plus the sum then due as the charges of the Paying Agent for its services and responsibility under the terms of this Bond Resolution, which charges shall be expenses of operation and shall be charged to and payable from the Operation and Maintenance Fund referred to in Section 14 of this Bond Resolution.

SECTION 27. The Bonds will be submitted to validation as provided by Sections 31-13-1 to 31-13-11, Mississippi Code of 1972, as amended, and for that purpose the Clerk is hereby authorized and directed to transmit to the State's Bond Attorney a certified copy of all of the legal papers pertaining to the issuance of the Bonds, including transcripts of records, resolutions, proofs of publication, tabulation or votes and all facts pertaining to the issuance of the Bonds.

SECTION 28. If the City shall pay or cause to be paid to the Registered Owners of the Bonds the principal of, premium, if any, and interest to become due with respect thereto at the times and in the manner stipulated therein and herein, and if the City shall keep, perform and observe all and singular the covenants and promises in the Bonds and in this Bond Resolution expressed as to be kept, performed and observed by it or on its part and shall pay or cause to be paid to the Paying Agent all sums of money due or to become due according to the provisions hereof, then the rights of the Registered Owners under the Bond Resolution shall cease, determine and be void, and thereupon the lien of this Bond Resolution on Net Revenues shall be defeased, canceled and discharged.

SECTION 29. The City hereby covenants that it will not make any use of the proceeds of the Bonds or do or suffer any other action that would cause: (i) the Bonds to be "arbitrage bonds" as such term is defined in Section 148(a) of the Internal Revenue Code of 1986, as amended (the "***Code***"), and the Regulations promulgated thereunder; (ii) the interest on the Bonds to be included in the gross income of the Registered Owners thereof for federal income taxation purposes; or (iii) the interest on the Bonds to be treated as an item of tax preference under Section 57(a)(5) of the Code.

SECTION 30. The City hereby covenants as follows:

(a) The City shall timely file with the Ogden, Utah Service Center of the Internal Revenue Service, such information report or reports as may be required by Section 148(f) and 149(e) of the Code;

(b) The City shall take no action that would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code;

(c) The City shall take all necessary action to have the Bonds registered within the meaning of Section 149(a) of the Code; and

(d) The City will not employ any device or abusive transaction with respect to the investment of the proceeds of the Bonds.

SECTION 31. The City covenants that it will make no Prohibited Payments as that term is used in the regulations promulgated under the Code.

SECTION 32. The City hereby designates the Bonds as "qualified tax-exempt obligations" as defined in and for the purposes of Section 265(b)(3) of the Code. For purposes of this designation, the City hereby represents that:

(a) the City reasonably anticipates that the amount of tax-exempt obligations to be issued by it during the period from January 1, 2018, to December 31, 2018, and the amount of obligations designated as "qualified tax-exempt obligations" by it, will not exceed $10,000,000 when added to the aggregate principal amount of the Bonds; and

(b) for purposes of this Section 32, the following obligations are not taken into account in determining the aggregate principal amount of tax-exempt obligations issued by the City: (i) a private activity bond as defined in Section 141 of the Code (other than a qualified 501(c)(3) bond, as defined in Section 145 of the Code); and (ii) any obligation issued to refund any other tax-exempt obligation (other than to advance refund within the meaning of Section 149(d)(5) of the Code) as provided in Section 265(b)(3)(c) of the Code.

SECTION 33. In accordance with Section 148(f)(4)(D) (the "***Small Issuer Exception***" requirement) of the Code, the City represents that: (i) it is a governmental unit of the State of Mississippi and is empowered to exercise general taxing powers; (ii) the Bonds are not "private activity bonds" as defined in Section 141 of the Code; (iii) ninety-five percent (95%) or more of the net proceeds of the Bonds are to be used for local governmental activities of the City; and (iv) the aggregate face amount of all tax-exempt obligations (other than private activity bonds as defined in Section 141 of the Code and certain current refunding bonds described in Section 148(f)(4)(D) of the Code) issued by the City during calendar year 2018 is not reasonably expected to exceed $5,000,000.

SECTION 34. In the event that the aggregate principal amount of the tax-exempt obligations (other than private activity bonds as defined in Section 141 of the Code and certain current refunding bonds described in Section 148(f)(4)(D) of the Code) issued by, or on behalf of, the City during calendar year 2018 exceeds $5,000,000, or if the City otherwise fails to meet the Small Issuer Exception, the City hereby covenants that it shall make, or cause to be made, the rebate payments required by Section 148(f) of the Code in the manner described in Regulation of §§1.148-1 through 1.148-11, as such regulations and statutory provisions may be modified insofar as they apply to the Bonds.

SECTION 35. In the event the City receives an opinion of nationally recognized bond counsel to the effect that any of the computations, deposits or payments referenced in Section 34 herein are not required to be made in order to maintain the tax-exempt status of interest on the Bonds, the City need not make such computations, deposits or payments.

SECTION 36. The City shall not hereafter construct, acquire or operate, or permit, or, to the extent permitted by law, consent to the construction, acquisition or operation of, any plants, structures, facilities or properties which may compete or tend to compete with the System; except that nothing in this Bond Resolution contained shall prevent the City from giving its permission or consent to the construction, acquisition or preparation in the area serviced by the System by a Person or facilities for the provision of water and sewer services which the City shall determine are not economically feasible for it to construct or acquire at such time, but which, if constructed or acquired by the City, would carry out the purposes of the City and its System under the Act and such facilities pursuant to the terms of such permission or consent will become a part of the System upon notice to such person by the City, either (i) without any cost to or payment by the City, or (ii) upon payment of such amount or cost as the City shall determine to be proper in the circumstances.

SECTION 37. The City covenants that it will (a) diligently enforce and collect all fees, rental or other charges for the services and facilities of the System, and take all steps, actions and proceedings for the enforcement and collection of such fees, rentals or other charges which shall become delinquent to the full extent permitted or authorized by the laws of the State, and (b) to the full extent permitted by law, under reasonable rules and regulations, shut off and discontinue the supplying of the services and facilities of the System for the non-payment of fees, rentals or other charges for said water services, and will not restore said water services until all delinquent charges, together with interest and reasonable penalties, have been paid in full.

SECTION 38. The City covenants that it with will not provide free service to any user of the System unless permitted by State statute.

SECTION 39. The City hereby agrees for the benefit of the holders and beneficial owners of the Bonds for so long as it remains obligated to advance funds to pay the Bonds to provide certain updated financial information and operating data annually, and timely notice of specified material events, to the Municipal Securities Rulemaking Board ("***MSRB***") through MSRB's Electronic Municipal Market Access system at www.emma.msrb.org ("***EMMA***"), in the electronic format then prescribed by the Securities and Exchange Commission (the "***SEC***") (the "***Required Electronic Format***") pursuant to Rule 15c2-12, as amended from time to time (the "***Rule***") of the SEC, together with any identifying information or other information then required to accompany the applicable filing (the "***Accompanying Information***"). This information will be available free to securities brokers and others through EMMA.

The City will provide certain updated financial information and operating data to the MSRB in the Required Electronic Format through EMMA, together with any Accompanying Information. The information to be updated includes all quantitative financial information and operating data with respect to the City as set forth in the Continuing Disclosure Certificate, the form of which is included in the Official Statement. The City will update and provide this information within twelve months after the end of each fiscal year of the City ending in or after September 30, 2018.

The City may provide updated information in full text or may incorporate by reference certain other publicly available documents, as permitted by the Rule. The updated information will include audited financial statements, if the City's audit is completed by the required time. Any such financial statements will be prepared in accordance with the accounting principles promulgated by the State of Mississippi or such other accounting principles as the City may be required to employ from time to time pursuant to law or regulation.

The City's current fiscal year end is September 30. If the City changes its fiscal year, it will notify the MSRB in the Required Electronic Format through EMMA, together with any Accompanying Information.

Anyone requesting information under the continuing disclosure requirements of SEC Rule 15c2-12 should contact the City Clerk, City Hall, 3330 Hwy 90, Gautier, Mississippi 39553 Telephone Number: (228) 497-8000.

The City will also provide notice to the MSRB in the Required Electronic Format through EMMA, together with any Accompanying Information, in a timely manner not in excess of ten business days after the occurrence of certain events. The City will provide notice of any of the following events with respect to the Bonds, in a timely manner not in excess of ten business days after the occurrence of such event: (1) principal and interest payment delinquencies; (2) unscheduled draws on debt service reserves, reflecting financial difficulties; (3) unscheduled draws on credit enhancements, reflecting financial difficulties; (4) substitution of credit or liquidity providers for the Bonds; or their failure to perform; (5) adverse tax opinions, IRS notices or events affecting the tax status of the Bonds; (6) defeasances; (7) rating changes; (8) tender offers; and (9) bankruptcy, insolvency receivership, or a similar proceeding by the obligated person. The City will provide to the MSRB in the Required Electronic Format through EMMA, together with any Accompanying Information, notice of an occurrence of the following events, if such event is material to a decision to purchase or sell Bonds, in a timely manner not in excess of ten business days after the occurrence of an event: (1) non-payment related defaults; (2) modifications to the rights of bond holders; (3) bond calls or redemption; (4) release, substitution, or sale of property securing repayment of the Bonds; (5) the consummation of a merger, consolidation, acquisition involving an obligated person, other than in the ordinary course of business, or the sale of all or substantially all the assets of an obligated person, other than in the ordinary course of business, or the entry into a definitive agreement to engage in such a transaction, or a termination of such an agreement, other than in accordance with its terms; and (6) appointment of a successor or additional trustee, or the change in the name of the trustee. In addition, the City will provide timely notice of any failure by the City to provide information, data, or financial statements in accordance with its agreement described above under clauses (2), (3), and (4) of this paragraph.

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

The City may amend its continuing disclosure certificate only if (1) the amendment is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in identity, nature, or status of the City, (2) the continuing disclosure certificate, as amended, would have complied with the Rule at the date of sale of the Bonds, taking into account any amendments or interpretations of the Rule as well as any change in circumstance, and (3) the City receives an opinion of nationally recognized bond counsel to the effect that the amendment does not materially impair the interests of the Holders and Beneficial Owners of the Bonds. If any such amendment is made, the City will include in its next annual update an explanation in narrative form of the reasons for the change and its impact on the type of operating data or financial information being provided.

SECTION 40. As required by Section 31-19-25, Mississippi Code of 1972, as may be amended from time to time, the Clerk is hereby authorized and directed to give notice of the sale of the Bonds by publishing an advertisement at least two (2) times in the *Mississippi Press*, a newspaper published in the City of Pascagoula, Mississippi, and of general circulation in the City, the first publication thereof to be made at least ten (10) days preceding the date fixed herein for the receipt of the bids. Such notice shall be in substantially the following form:

[The remainder of this page is intentionally left blank.]

NOTICE OF BOND SALE

$4,000,000

COMBINED UTILITY SYSTEM

REVENUE BONDS, SERIES 2018

OF THE

CITY OF GAUTIER, MISSISSIPPI

NOTICE IS HEREBY GIVEN that the City Clerk of the City of Gautier, Mississippi (the "***City***") will receive sealed bids in the City Clerk's office until the hour of 4:30 o'clock p.m. on May 1, 2018, for subsequent presentation to the Mayor and City Council (the "***Governing Body***") of the City at its regular scheduled meeting in the City Hall of the City at 6:30 o'clock p.m. on May 1, 2018, at which time said bids will be publicly opened and read for the purchase in its entirety, at not less than par and accrued interest to the date of delivery thereof, of an issue of Four Million Dollars ($4,000,000) Combined Utility System Revenue Bonds, Series 2018, of the City (the "***Bonds***").

THE BONDS: The Bonds will be dated and bear interest from the date of delivery thereof; will be delivered in definitive form as registered Bonds; will be in the denomination of $5,000 each, or integral multiples thereof up to the amount of a single maturity; will be numbered from one upward in the order of issuance; will be payable as to principal at a bank or trust company to be named by the Governing Body in the manner hereinafter provided; and will bear interest, payable semiannually on May 1 and November 1 of each year, commencing May 1, 2019, at the rate or rates offered by the successful bidder in its bid in accordance with this Notice of Bond Sale.

MATURITIES: The Bonds will mature serially, with option of prior payment, on May 1 in each of the years and amounts as follows:

YEAR	AMOUNT	YEAR	AMOUNT
2019	$135,000	2029	$200,000
2020	140,000	2030	205,000
2021	145,000	2031	215,000
2022	150,000	2032	225,000
2023	160,000	2033	235,000
2024	165,000	2034	240,000

2025	170,000	2035	250,000
2026	175,000	2036	260,000
2027	185,000	2037	270,000
2028	190,000	2038	285,000

REDEMPTION: The Bonds maturing on May 1, 2029 and thereafter, are subject to redemption prior to their stated dates of maturity at par, plus accrued interest to the date of redemption, either in whole, or in part, on any date on or after May 1, 2028.

AUTHORITY AND SECURITY: The Bonds will be issued pursuant to the provisions of Mississippi Code 1972 Annotated, Section 21-27-23 and Sections 21-27-41 through 21-27-69, as amended and supplemented from time to time (the "***Act***"). The Bonds are to be secured by Net Revenues of the combined utility system (the "***System***") of the City and are ratably payable from Net Revenues and other security pledged for the Bonds. The Bonds will be payable solely from the Net Revenues derived from the operation of the System of the City subject to the parity lien of the City's $9,185,000 Combined Utility System Revenue Refunding Bonds, Series 2012, dated May 31, 2012, and the City's $3,500,000 Promissory Note (Gautier, Mississippi Combined Utility System Revenue Project), dated August 13, 2013, securing the $3,500,000 Mississippi Development Bank Special Obligation Bonds, Series 2013 (Gautier, Mississippi Combined Utility System Revenue Project), dated August 13, 2013.

PURPOSE: The Bonds are being issued to provide funds for the purpose of improving, repairing and extending the System of the City and paying the costs of issuance of the Bonds.

FORM OF BIDS: Bids should be addressed to the Mayor and City Council and should be plainly marked "Bid for Combined Utility System Revenue Bonds, Series 2018, of the City of Gautier, Mississippi," and should be filed with the Clerk of the City on or prior to the date and hour hereinabove named. All bids should be submitted substantially in the form prepared by the City, copies of which may be obtained from the Clerk of the City at the address shown below.

INTEREST RATE AND BID RESTRICTIONS: The Bonds shall not bear a greater overall maximum interest rate to maturity than thirteen percent (13%) per annum, nor shall the interest rate for any one maturity exceed thirteen percent (13%) per annum. No Bond shall bear more than one (1) rate of interest; each Bond shall bear interest from its date to its stated maturity date at the interest rate specified in the bid; all Bonds of the same maturity shall bear the same rate of interest from date to maturity; and the lowest interest rate specified shall not be less than seventy percent (70%) of the highest interest rate specified. Each interest rate specified in any bid must be a multiple of one-eighth of one percent (1/8 of 1%) or one-tenth of one percent (1/10 of 1%) and a zero rate of interest cannot be named.

GOOD FAITH DEPOSIT: Each bid must be accompanied by a cashier's check, certified check, or exchange, issued or certified by a bank located in the State of Mississippi, payable to the City of Gautier, Mississippi, in the amount of Eighty Thousand Dollars ($80,000) as a guaranty that the bidder will carry out its contract and purchase the Bonds if its bid be accepted. All checks of unsuccessful bidders will be returned immediately on award of the Bonds. If the successful bidder fails to purchase the Bonds pursuant to its bid and contract, then the amount of such good faith check shall be retained by the City as liquidated damages for such failure. No interest will be allowed on the amount of the good faith deposit.

AWARD OF BONDS: The award, if any, will be made to the bidder complying with the terms of sale and offering to purchase the Bonds at the lowest net interest cost to the City, which shall be determined by computing the aggregate interest on the Bonds over the life of the issue at the rate or rates of interest specified by the bidder, less premium offered, if any. It is requested that each bid be accompanied by a statement of the net interest cost (computed to six decimal places), but such statement will not be considered a part of the bid. All bids shall remain firm for three (3) hours after the time specified for the opening of bids, and an award of the Bonds, or rejection of bids, will be made by the Governing Body within said period of time.

RIGHT OF REJECTION, CANCELLATION: The Governing Body reserves the right to reject any or all bids submitted, as well as to waive any irregularity or informality in any bid. The successful bidder shall have the right, at its option, to cancel its agreement to purchase the Bonds if the Bonds are not tendered for delivery within sixty (60) days from the date of sale thereof, and in such event the Governing Body shall return to said bidder its good faith deposit. The Governing Body shall have the right, at its option, to cancel its agreement to sell the Bonds if within five (5) days after the tender of the Bonds for delivery the successful bidder shall not have accepted delivery of and paid for the Bonds, and in such event the Governing Body shall retain the successful bidder's good faith deposit as liquidated damages as hereinabove provided.

PAYING AGENT, TRANSFER AGENT, AND REGISTRAR: The successful bidder may designate a bank or trust company with a main office or branch located in the State of Mississippi to serve as paying agent (the "***Paying Agent***") for the Bonds within forty-eight (48) hours of the date of sale of the Bonds, subject to the approval of the Governing Body. The Governing Body's approval of the Paying Agent shall be contingent on a determination as to the willingness and ability of the Paying Agent to perform the duties of registrar and transfer agent and on the satisfactory negotiation of service fees. The Paying Agent shall be subject to change by order of the Governing Body under the conditions and in the manner provided in the Bond Resolution under which the Bonds are issued. Both principal of and interest on the Bonds will be payable by check or draft mailed to registered owners of the Bonds as of the 15th day of the month preceding the maturity date for such principal or interest payment at the addresses appearing in the registration records of the City maintained by the Paying Agent. The Bonds will be transferable only upon the records of the Paying Agent, and the payment of principal at maturity shall be conditioned on the proper presentation and surrender of the Bonds to the Paying Agent.

DELIVERY: The successful bidder must designate within fifteen (15) days of the date of sale, or at such other later date as may be designated by the Governing Body, the names and addresses of the Registered Owners of the Bonds and the denominations in which the Bonds of each maturity are to be issued. If the successful bidder fails to submit such information within the required time, one Bond may be issued for each maturity in the full amount maturing on that date registered in the name of the successful bidder. The Bonds will be delivered at a place to be designated by the purchaser and without cost to the purchaser, and payment therefor shall be made in immediately available funds.

CUSIP NUMBER: It is anticipated that CUSIP identification numbers will be printed on the Bonds unless specifically declined by the purchaser, but neither the failure to print such number on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds in accordance with the terms of the purchase contract. All expenses in relation to the printing of CUSIP numbers on the Bonds shall be paid by the City; the CUSIP Service Bureau charge for the assignment of said numbers shall be the responsibility of and shall be paid for by the purchaser.

SECTION 265(b)(3) DESIGNATION: The City will designate the Bonds as qualified tax-exempt obligations within the meaning and for the purposes of Section 265(b)(3) of the Code.

LEGAL OPINION; CLOSING DOCUMENTS: The Bonds are offered subject to the unqualified approval of the legality thereof by Butler Snow LLP, Ridgeland, Mississippi, Bond Counsel. In the opinion of Butler Snow LLP, interest on the Bonds is exempt from federal and Mississippi income taxes under existing laws, regulations, rulings, and judicial decisions with such exceptions as shall be required by the Internal Revenue Code of 1986. The City will pay for all legal fees and will pay for the printing and validation of the Bonds. The City will not be responsible for the payment of the winning bidder’s legal or administrative fees with respect to the Bonds.

A copy of the City’s Preliminary Official Statement may be obtained by contacting the office of the Clerk, City Hall, 3330 Hwy 90, Gautier, Mississippi 39553. The Preliminary Official Statement has been “deemed final” by the City for purpose of SEC Rule 15c2-12(b)(1) but is subject to revision, amendment, and completion in a final Official Statement.

CONTINUING DISCLOSURE: The City has covenanted in its Bond Resolution that under Rule 15c2-12, as amended, of the Securities and Exchange Commission (the "***Rule***"), the City will deliver or cause to be delivered (i) annually, within twelve months after the end of each fiscal year of the City ending on or after September 30, 2018, to the Municipal Securities Rulemaking Board updated quantitative financial information and operating data with respect to the City as set forth in the Continuing Disclosure Certificate, the form of which is included in the Official Statement, and (ii) notice of certain events, if any, relating to the Bonds and the City, as set forth in Rule, and as set forth in the Continuing Disclosure Certificate. Anyone requesting information under the continuing disclosure requirements of the Rule should contact the City Clerk, City Hall City Hall, 3330 Hwy 90, Gautier, Mississippi 39553 Telephone Number: (228) 497-8000.

CUSIPs: It is anticipated that CUSIP identification numbers will be secured and printed on the Bonds, but neither the failure to secure or print such numbers on any Bond nor any error with respect thereto shall constitute cause for failure or refusal by the successful bidder to accept delivery of and pay for the Bonds in accordance with its agreement to purchase the Bonds. All expenses in relation to the printing of CUSIP numbers on the Bonds shall be paid for by the City; provided, however, that the CUSIP Global Services charge for the assignment of said numbers shall be paid for by the successful bidder.

ISSUE PRICE: The successful bidder shall assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at the closing for the Bonds an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, in a form reasonably required by the City and Bond Counsel.

The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "***competitive sale***" for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the "***competitive sale requirements***") because:

(a) the City shall disseminate this Notice of Bond Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;

(b) all bidders shall have an equal opportunity to bid;

(c) the City may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and

(d) the City anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in this Notice of Bond Sale.

Any bid submitted pursuant to this Notice of Bond Sale shall be considered a firm offer for the purchase of the Bonds, as specified in the bid.

In the event that the competitive sale requirements are not satisfied, the City shall so advise the winning bidder. The City shall treat the first price at which 10% of a maturity of the Bonds (the "***10% test***") is sold to the public as the issue price of that maturity, applied on a maturity-by-maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity). The winning bidder shall advise the City if any maturity of the Bonds satisfies the 10% test as of the date and time of the award of the Bonds. The City will not require bidders to comply with the "hold-the-offering-price rule" and therefore does not intend to use the initial offering price to the public as of the sale date of any maturity of the Bonds as the issue price of that maturity. Bids will not be subject to cancellation in the event that the competitive sale requirements are not satisfied. Bidders should prepare their bids on the assumption that all of the maturities of the Bonds will be subject to the 10% test in order to establish the issue price of the Bonds.

If the competitive sale requirements are not satisfied, then until the 10% test has been satisfied as to each maturity of the Bonds, the winning bidder agrees to promptly report to the City the prices at which the unsold Bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the closing of the Bonds has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold.

By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public, if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder or such underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public, if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Bond Sale. Further, for purposes of this Notice of Bond Sale:

(a) "***public***" means any person other than an underwriter or a related party,

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

(c) a purchaser of any of the Bonds is a "***related party***" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(d) "***sale date***" means the date that the Bonds are awarded by the City to the winning bidder.

The successful bidder will be given at least seven (7) business days advanced notice of the proposed date of delivery of the Bonds when that date has been tentatively determined. It is expected that the Bonds will be delivered in New York, New York and payment therefor shall be made in federal or other immediately available funds.

The successful bidder shall have the right, at its option, to cancel its agreement to purchase the Bonds if the Bonds to be delivered by the City in accordance with the preceding paragraph are not tendered for delivery within sixty (60) days from the date of sale thereof, and in such event the City shall return to said bidder its good faith deposit without interest. The City shall have the right, at its option, to cancel its agreement to sell the Bonds if within five (5) days after the tender of the Bonds for delivery the successful bidder shall not have accepted delivery of and paid for the Bonds, and in such event the City shall retain the successful bidder's good faith deposit as liquidated damages.

FURTHER INFORMATION: Further information with respect to the Bonds may be obtained from Butler Snow LLP, Bond Counsel.

By order of the Mayor and City Council of the City of Gautier, Mississippi, on April 3, 2018.

____

Clerk

PUBLISH: April 19 and 26, 2018

SECTION 41. The Clerk of the Governing Body shall obtain from the publisher of the aforesaid newspaper the customary publisher's affidavit proving publication of said notice for the time and in the manner required by law, and such proof of publication shall be filed in the Clerk's office and exhibited before the Governing Body at the hour and date specified.

SECTION 42. The Mayor and Clerk and any other Authorized Officers of the Governing Body are authorized to execute and deliver such resolutions, certificates, and other documents as our required for the sale, issuance and delivery of the Bonds.

SECTION 43. If any section, paragraph, clause, or provision of this Bond Resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provision hereof.

SECTION 44. All resolutions or parts thereof in conflict with this Bond Resolution, to the extent of such conflict only, are hereby repealed.

SECTION 45. The preparation of the Bonds for delivery being now immediately necessary, this Bond Resolution shall become effective immediately upon the adoption hereof.

Councilwoman Martin moved and **Councilman George** seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Mayor Phil Torjusen	**voted: AYE**
Councilwoman Mary Martin	**voted: AYE**
Councilman Cameron George	**voted: AYE**
Councilman Richard Jackson	**voted: AYE**
Councilman Casey Vaughan	**voted: AYE**
Councilman Charles Anderson	**voted: AYE**
Councilman Adam Colledge	**voted: AYE**

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted, on this the 3rd day of April, 2018.

____

MAYOR

ATTEST:

CITY CLERK

(SEAL)

41131677.v3

Councilwoman Martin made the motion to adopt the foregoing resolution, as presented. Councilman George seconded the motion.

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

RESOLUTION NUMBER 015-2018

RESOLUTION AUTHORIZING AND RATIFYING THE SIGNING AND DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT FOR THE SALE OF FOUR MILLION DOLLARS ($4,000,000) COMBINED WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2018 (THE "BONDS") OF THE CITY OF GAUTIER, MISSISSIPPI AND APPROVING AND AUTHORIZING THE FORM OF, EXECUTION OF AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING TO THE BONDS.

WHEREAS, the City Clerk of the City of Gautier, Mississippi (the "***City***"), is receiving bids until the hour of 6:30 o'clock p.m. on April 17, 2018, for subsequent presentation to the Mayor and City Council (the "***Governing Body***") of the City at its meeting at 6:30 o'clock p.m. on April 17, 2018, for the sale of Four Million Dollars ($4,000,000) Combined Water and Sewer System Revenue Bonds, Series 2018, of the City to be dated the date of delivery thereof (the "***Bonds***");

WHEREAS, it is necessary to approve the Preliminary Official Statement for the Bonds and the distribution thereof to prospective purchasers of the Bonds;

WHEREAS, it is necessary to approve the form of, execution of and distribution of an Official Statement, to be dated the date of the sale of the Bonds (the "***Official Statement***"); and

WHEREAS, if in the opinion of Butler Snow LLP, Ridgeland, Mississippi, as Bond Counsel (the "***Bond Counsel***"), a supplement or amendment to the Preliminary Official Statement and/or Official Statement is necessary to provide proper disclosure for the Bonds, the Governing Body of the City desires to authorize (a) Bond Counsel to prepare such supplement or amendment to the Preliminary Official Statement and/or the Official Statement in a form and in a manner approved by the Bond Counsel, and (b) Bond Counsel and/or the successful bidder of the Bonds to provide distribution of such supplement or amendment to the Preliminary Official Statement and/or Official Statement, as the case may be, in connection with the sale of the Bonds.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body, acting for and on behalf of the City, as follows:

SECTION 1. That the Governing Body of the City hereby approves, adopts and ratifies the Preliminary Official Statement for the sale of the Bonds in the form attached hereto as **EXHIBIT A**, and hereby authorizes the Mayor and City Clerk of the Governing Body to sign a Preliminary Official Statement in substantially the same form for and on behalf of said Governing Body.

SECTION 2. The City deems the Preliminary Official Statement to be "final" as described in SEC Rule 15c2-12(b)(1) (the "***Rule***") for the purposes of such Rule.

SECTION 3. That the distribution of copies of said Preliminary Official Statement to prospective purchasers of the Bonds is hereby authorized and ratified.

SECTION 4. Upon the sale of the Bonds, the Mayor, and the City Clerk of the City are hereby authorized and directed to cause to be prepared and to execute a final Official Statement, subject to minor amendments and supplement as approved by the Mayor and City Clerk of the City executing same (the execution thereof shall constitute approval of any such completions, changes, insertions and modifications).

SECTION 5. If in the opinion of Bond Counsel, a supplement or amendment to the Preliminary Official Statement and/or Official Statement is necessary to provide proper disclosure for the Bonds, the Governing Body of the City hereby authorizes (a) Bond Counsel to prepare and distribute such supplement or amendment to the Preliminary Official Statement and/or the Official Statement in a form and in a manner approved by the Bond Counsel, and (b) the Bond Counsel and/or the successful bidder of the Bonds to provide distribution of such supplement or amendment to the Preliminary Official Statement and/or Official Statement, as the case may be, in connection with the sale of the Bonds, with the distribution of such supplement or amendment being conclusive evidence of the approval of the Governing Body.

SECTION 6. All orders, resolutions or proceedings of this Governing Body in conflict with the provisions of this resolution shall be and are hereby repealed, rescinded and set aside, but only to the extent of such conflict.

SECTION 7. For cause, this resolution shall become effective immediately upon the adoption thereof.

Following further discussion of the foregoing resolution, **Councilwoman Martin** moved and **Councilman George** seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Mayor Phil Torjusen	**voted:**	**AYE**
Councilwoman Mary Martin	**voted:**	**AYE**
Councilman Cameron George	**voted:**	**AYE**
Councilman Richard Jackson	**voted:**	**AYE**
Councilman Casey Vaughan	**voted:**	**AYE**
Councilman Charles Anderson	**voted:**	**AYE**
Councilman Adam Colledge	**voted:**	**AYE**

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted, on this the 3rd day of April, 2018.

MAYOR

ATTEST:

CITY CLERK

(SEAL)

41127373.v1

EXHIBIT A

FORM OF PRELIMINARY OFFICIAL STATEMENT

This Preliminary Official Statement and certain of the information contained herein is in a form deemed final for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (except for the omission of certain information permitted to be omitted under Rule 15c2-12(b)(1). This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED [________], 2018

NEW ISSUE-BOOK ENTRY **NON-RATED**

In the opinion of Butler Snow LLP, Ridgeland, Mississippi, as Bond Counsel, assuming continuing compliance by the City with the tax covenants and representations described herein, under existing law, interest on the Bonds is excludable from federal gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and is not a specific item of tax preference under Section 57 of the Code for the purposes of calculating alternative minimum tax; however, such interest is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on certain corporations. Bond Counsel is of the further opinion that interest on the Bonds is exempt from Mississippi State income taxation under existing laws. See "TAX EXEMPTION" herein.

$4,000,000

COMBINED WATER AND SEWER SYSTEM REVENUE BONDS

SERIES 2018

OF THE

CITY OF GAUTIER, MISSISSIPPI

DATED: Date of Delivery **DUE: May 1, as shown on the inside of front cover**

The Bonds will be dated the date of delivery thereof, and will bear interest from that date to their respective maturities in the amounts and at the rates set forth on the inside of the front cover. Interest on the Bonds will be payable semiannually on May 1 and November 1 of each year (each an "***Interest Payment Date***"), commencing May 1, 2019. Except as set forth herein, interest on the Bonds will be payable by check dated as of the Interest Payment Date and mailed by the Paying Agent to the Registered Owners. Principal of the Bonds is payable at the principal corporate trust office of ______________________, ________, ___________, Paying Agent.

The Bonds are issuable as fully registered instruments and will be initially issued only in book-entry form, under a book-entry system (described herein) in which The Depository Trust Company ("***DTC***") is the securities depository for the Bonds, to the nominee of DTC (Cede & CO.), with no physical delivery of Bond certificates to the purchasers thereof. Principal and interest payments on the Bonds will be paid to the DTC nominee, which will distribute such payments to the participating members of DTC for subsequent remittance to the owners of the beneficial interest in the Bonds. Such beneficial owners will be permitted to exercise the rights of holders of Bonds only indirectly through DTC and its participating members.

The Bonds are being issued to raise money for the purpose of (a) improving, repairing, and extending the combined water and sewer system of the City of Gautier, Mississippi (the "***City***"), and (b) paying the costs of the sale and issuance of the Bonds.

The Bonds will be subject to optional redemption prior to maturity as set forth herein.

The Bonds will be issued under and in conformity with the Constitution and Laws of the State of Mississippi and pursuant to the Bond Resolution adopted by the Mayor and City Council of the City on April 3, 2018. The Bonds will be payable solely from and secured by a lien on Net Revenues derived from the operation of the combined water and sewer system of the City (the "***System***"), all as herein described. The Bonds do not constitute an indebtedness of the City within the meaning of any constitutional or statutory restriction, limitation or provision, and the taxing power of the City is not pledged to the payment hereof, either as to principal or interest.

The Bonds will be designated by the City as "qualified tax exempt obligations" for purposes of Section 265(b)(3)(c) of the Internal Revenue Code of 1986, as amended.

The Bonds are being offered for sale in accordance with the Notice of Bond Sale dated April 3, 2018. Sealed bids for the Bonds will be received by the City Clerk of the City until the hour of 4:30 o'clock P.M. on May 1, 2018, in the office of the City Clerk, for subsequent presentation to the Mayor and the City Council of the City at its regular meeting place in the City Hall of the City at 6:30 o'clock P.M. on May 1, 2018.

The Bonds are offered subject to the final approval of the legality thereof by Butler Snow LLP, Ridgeland, Mississippi, Bond Counsel. Certain legal matters will be passed upon for the City by Bordis & Danos, PLLC, Ocean Springs, Mississippi, as counsel to the City. The Bonds are expected to be available in definitive form for delivery on or about __________, 2018.

The date of this Official Statement is _______ ___, 2018.

MATURITY SCHEDULE

YEAR OF MATURITY	PRINCIPAL AMOUNT	INTEREST RATE	YIELD	CUSIP NUMBER[1]
2019	$135,000	_____%	_____%	_________
2020	140,000	_____	_____	_________
2021	145,000	_____	_____	_________
2022	150,000	_____	_____	_________
2023	160,000	_____	_____	_________
2024	165,000	_____	_____	_________
2025	170,000	_____	_____	_________
2026	175,000	_____	_____	_________
2027	185,000	_____	_____	_________
2028	190,000	_____	_____	_________
2029	200,000	_____	_____	_________
2030	205,000	_____	_____	_________
2031	215,000	_____	_____	_________
2032	225,000	_____	_____	_________
2033	235,000	_____	_____	_________
2034	240,000	_____	_____	_________
2035	250,000	_____	_____	_________
2036	260,000	_____	_____	_________
2037	270,000	_____	_____	_________
2038	285,000	_____	_____	_________

[1] CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by Standard and Poor's CUSIP Service Bureau. A Division of McGraw-Hill Companies, Inc. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services.

No dealer, broker, salesman or other person has been authorized to make any representations with respect to the Bonds other than is contained in this Official Statement, and if given or made, such other information or representations must not be relied upon. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy any of the Bonds in any jurisdiction to any person to whom it is unlawful to make such offer or solicitation in such jurisdiction. The information, estimates, and expressions of opinion contained herein are subject to changes without notice, and while all information has been secured from sources which are believed to be reliable, all parties preparing and distributing the Official Statement make no guaranty or warranty relating thereto. All opinions, estimates or assumptions, whether or not expressly identified, are intended as such and not as representations of fact. Neither the delivery of this Official Statement shall, nor any sale made hereunder, under any circumstances, create any implication that there has been no change in the affairs of the City or the System since the date hereof.

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CITY OF GAUTIER, MISSISSIPPI

Phil Torjusen

MAYOR

CITY COUNCIL

MARY MARTIN

CAMERON B. GEORGE

RICHARD JACKSON

CASEY VAUGHAN

CHARLES ANDERSON

ADAM COLLEDGE

CYNTHIA RUSSELL

CITY CLERK

BORDIS & DANOS, PLLC

OCEAN SPRINGS, MISSISSIPPI

CITY ATTORNEY

BUTLER SNOW LLP

RIDGELAND, MISSISSIPPI

BOND COUNSEL

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OFFICIAL STATEMENT

$4,000,000

COMBINED WATER AND SEWER SYSTEM REVENUE BONDS

SERIES 2018

OF THE

CITY OF GAUTIER, MISSISSIPPI

INTRODUCTION

The purpose of this Official Statement is to set forth certain information in connection with the sale of the $4,000,000 Combined Water and Sewer System Revenue Bonds, Series 2018, dated _________, 2018 (the "***Bonds***"), of the City of Gautier, Mississippi (the "***City***"). The City is a political subdivision incorporated under the laws of the State of Mississippi.

Reference is made to the Act as hereinafter defined, the Bond Resolution as hereinafter defined and any and all modifications and amendments thereof for a description of the authority of the City to issue the Bonds, the nature and extent of the security of, the principal of and interest on the Bonds and the terms and conditions under which the Bonds are issued.

THE BONDS

Definitions

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 Section 21-27-23 and Sections 21-27-41 through 21-27-69, Mississippi Code of 1972 Annotated, as amended and/or supplemented from time to time.

"***Act of Bankruptcy***" shall mean the filing of a petition in bankruptcy by or against the City under any applicable bankruptcy, insolvency, reorganization or similar law, now or hereafter in effect.

"***Agen***t" shall mean any Paying Agent or Transfer Agent, whether serving in either or both capacities, and herein designated by the Governing Body.

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

"***Beneficial Owner***" shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the Beneficial Owner of such Bond by a DTC participant on the records of such DTC participant, or such person's subrogee.

"***Bond***" or "***Bonds***" shall mean the $4,000,000 Combined Water and Sewer System Revenue Bonds, Series 2018 of the City authorized and directed to be issued in the Bond Resolution.

"***Bond Counsel***" shall mean Butler Snow LLP, Ridgeland, Mississippi.

"***Bond Resolution***" shall mean the Bond Resolution adopted by the Governing Body of the City on April 3, 2018.

"***Bond Year***" shall mean the period commencing on the date of the delivery of the Bonds through May 1, 2019 and each twelve (12) month period thereafter, commencing with the period ending May 1, 2020, until final maturity of the Bonds.

"***Bondholder***" or "***Bondholders***" or "***Holder***" or "***Holders***" or any similar term shall mean the registered owner of any Bond.

"***Book-Entry System***" shall mean a book-entry system established and operated for the recordation of Beneficial Owners of the Bonds as described under the section entitled "Book-Entry Only System" herein.

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

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

"***Clerk***" shall mean the City Clerk of the City.

"***Code***" shall mean the Internal Revenue Code of 1986, as amended, supplemented or superseded.

"***Construction Project***" shall mean improving, repairing and extending the System.

"***Consulting Engineers***" shall mean any engineer or engineering firm subsequently employed for the System or for the purposes set out in the Bond Resolution.

"***Cost of the Construction Project***" shall mean the cost of acquisition and construction of the Construction Project and, without intending thereby to limit or restrict any proper definition of such term under the provisions of the Act or the Bond Resolution, shall include the following:

(a) obligations incurred for labor and materials and for contractors, builders, and materialmen in connection with construction, for machinery and equipment, for the restoration or relocation of property damaged or destroyed in connection with such construction, for the removal or relocation of structures and for the clearing of lands;

(b) the cost of acquiring by purchase, if such purchase shall be deemed expedient, and the amount of any deposit in court or award or final judgment in or any settlement or compromise of any proceeding to acquire by eminent domain, such lands, property, property rights, rights-of-way, easements, franchises, licenses, options, and partial payments thereon, the cost of demolishing or removing or relocating any buildings or structures on land so acquired, including the cost of acquiring any lands to which such buildings or structures may be moved, and the amount of any damages incident to or consequent upon the construction and operation of the Project;

(c) taxes or other municipal or governmental charges lawfully levied or assessed during construction upon the Construction Project or any property acquired therefor, and premiums on insurance (if any) in connection with the Construction Project during construction;

(d) the cost of borings and other preliminary investigations to determine foundation or other conditions, expenses necessary or incident to determining the feasibility or practicability of constructing the Construction Project, and fees and expenses of engineers for making surveys and estimates of costs and of revenues and other estimates and for preparing plans and specifications and supervising construction, as well as for the performance of all other duties of engineers set forth herein in relation to the construction of the Construction Project and the issuance of the Bonds;

(e) expenses of administration properly chargeable to the Construction Project, expenses of officers of the City in connection with the Bonds, legal expenses and fees, fees and expenses of any consultant, financing charges, costs of audits and of preparing and issuing the Bonds, and all other items of expense reasonably incurred incident to the acquisition, construction and equipping of the Construction Project, the financing thereof, the placing of the same in operation (including the initial premiums on any insurance required or obtained under the provisions of the Bond Resolution) and the acquisition of franchises and interest therefor, including abstracts of title, title insurance, costs of surveys and other expenses in connection with such acquisition; and

(f) any obligation or expense heretofore or hereafter incurred and any amount heretofore or hereafter advanced by the City for any of the foregoing purposes.

"***County***" shall mean Jackson County, Mississippi.

"***Current Expenses***" shall mean the reasonable and necessary current expenses of maintenance, repair and operation of the System and shall include, without limiting the generality of the foregoing, expenses not annually recurring, premiums for insurance, administrative and engineering expenses relating to maintenance, repair and operation, fees and expenses of the Paying Agent, legal expenses, taxes lawfully imposed on the System, reasonable payments to pension or retirement funds for employees of the System, and any other expense of the System required or permitted to be paid by the City under the provisions of the Bond Resolution or by law, but shall not include any allowance for depreciation or deposits or transfers to the credit of the 2012 Debt Service Fund, the 2018 Bond Fund, or the Debt Service Reserve Fund.

"***Debt Service Reserve Fund***" shall mean the debt service reserve fund provided for in the Bond Resolution securing the Bonds.

"***Debt Service Reserve Requirement***" shall mean the lesser of (i) the maximum amount of principal and interest becoming due in the current or any future bond year (meaning each one year period beginning on May 2 of one year and ending on May 1 of the following year, or such shorter period from the date of issuance of the Bonds to May 1, 2019), on all Bonds then outstanding; (ii) 125% of average annual debt service on the Bonds; or (iii) ten percent (10%) of the stated principal amount of such issue of Bonds, or if such issue of Bonds has more than a de minimis amount (as defined in Section 1.148-1(b) of the Treasury Regulations) of original issue discount or premium, ten percent (10%) of the issue price (as defined in Section 1.148-1(b) of the Treasury Regulations) of such issue of Bonds).

"***Direct Participant***" means a broker-dealer, bank or other financial institution for which the Securities Depository holds Bonds as a securities depository.

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

"***DTC participants***" shall mean any participant for whom DTC is a Security Depository Nominee.

"***Fiscal Year***" shall mean the period commencing on the first day of October of any year and ending on the last day of September of the following year.

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

"***Indirect Participant***" shall mean a broker-dealer, bank, or other financial institution for which the Securities Depository holds Bonds as a securities depository through a Direct Participant.

"***Letter of Representations***" shall mean the letter of representations from the City to DTC under the Book-Entry System.

"***Mayor***" shall mean the Mayor of the City.

"***Net Revenues***" shall mean all Revenues remaining after payment of Current Expenses and SRF Loans subject to the parity lien of the 2012 Bonds and the 2013 Note.

"***Operation and Maintenance Fund***" shall mean the fund created and established in the 2012 Bond Resolution for the 2012 Bonds and bonds issued on parity therewith, including the 2013 Note and the Bonds, and maintained by the City and described in the Bond Resolution.

"***Paying Agent***" shall mean any bank, trust company, or other institution hereafter designated by the Governing Body to make payments of the principal of and interest on the Bonds, and to serve as registrar and transfer agent for the registration of owners of the Bonds, and for the performance of other duties.

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

“***Principal and Interest Requirements***” for any Bond Year shall mean the sums sufficient for the payment of the principal of and interest on the Bonds, any parity bonds, including the 2012 Bonds and 2013 Note, and subordinated indebtedness which will mature and accrue during such period.

“***Project***” shall mean providing funds for (i) the improvement, repair and extension of the combined water and sewer system of the City, and (ii) the payment of the costs of issuance of the Bonds.

“***Purchaser***” shall mean the successful bidder for the Bonds.

“***Record Date***” shall mean, as to interest payments, the 15th day of the calendar month preceding the dates set for payment of interest on the Bonds and, as to payments of principal, the 15th day of the calendar month preceding the maturity date or the date set for redemption.

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

“***Redemption Price***” shall mean, with respect to a Bond, the principal amount of such Bond plus the applicable premium, if any, payable upon redemption thereof in the manner contemplated in accordance with its terms pursuant to the provisions of the Bond Resolution.

“***Registered Owner***” shall mean the person whose name shall appear in the registration records of the City maintained by the Transfer Agent.

“***Revenue Fund***” shall mean the revenue fund provided for in the 2012 Bond Resolution for the 2012 Bonds and utilized in connection with the 2012 Bonds, the 2013 Note, and the Bonds.

“***Revenues***” shall mean all payments, proceeds, fees, charges, rents and all other income derived by or for the account of the City from its ownership and operation of the System, excluding all acreage, front-footage, assessment and similar fees and charges derived by the City in connection with the provision of or payment for capital improvements constituting a part of the System.

“***Securities Depository***” shall mean The Depository Trust Company and any substitute for or successor to such securities depository that shall maintain a Book-Entry System with respect to the Bonds.

“***Securities Depository Nominee***” shall mean the Securities Depository or the nominee of such Securities Depository in whose name there shall be registered on the registration records the Bonds to be delivered to such Securities Depository during the continuation with such Securities Depository of participation in its Book-Entry System.

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

"State" shall mean the State of Mississippi.

"***System***" shall mean the combined water and sewer system of the City.

"***Transfer Agent***" shall mean any bank, trust company or other institution hereafter designated by the Governing Body for the registration of owners of the Bonds and for the performance of such other duties as may be specified in the Bond Resolution, and shall initially be the Paying Agent.

"***2012 Bond Resolution***" shall mean the resolution adopted by the Governing Body on April 24, 2012, which authorized and directed the issuance of the 2012 Bonds.

"***2012 Bonds***" shall mean the City's $9,185,000 Combined Utility System Revenue Refunding Bonds, Series 2012, dated May 31, 2012.

"***2012 Debt Service Fund***" shall mean the fund created and established in the 2012 Bond Resolution for the 2012 Bonds and bonds issued on parity therewith, including the Bonds, and maintained by the City and described in the Bond Resolution.

"***2013 Debt Service Fund***" shall mean the fund created and established in the 2013 Bond Loan Agreement for the 2013 Bonds and bonds issued on parity therewith, including the Bonds, and maintained by the City and described in the Bond Resolution.

"***2013 Loan Agreement***" shall mean the Loan Agreement by and between the Mississippi Development Bank and the City dated August 13, 2013, as amended or supplemented, pursuant to which the City borrowed the proceeds of and secured with the 2013 Note the $3,500,000 Mississippi Development Bank Special Obligation Bonds, Series 2013 (Gautier, Mississippi Combined Utility System Revenue Project), dated August 13, 2013.

"***2013 Note***" shall mean the City's $3,500,000 Promissory Note (Gautier, Mississippi Combined Utility System Revenue Project), dated August 13, 2013, securing the $3,500,000 Mississippi Development Bank Special Obligation Bonds, Series 2013 (Gautier, Mississippi Combined Utility System Revenue Project), dated August 13, 2013.

"***2018 Bond Fund***" shall mean the fund created and established herein for the Bonds as described in the Bond Resolution.

"***2018 Construction Fund***" shall mean the City of Gautier, Mississippi Combined Utility System Revenue Bonds, Series 2018 Construction Fund provided for in the Bond Resolution.

Purpose and Authorization

The Bonds are being issued to provide funds for the Project. The Bonds will be issued pursuant to the provisions of the Act and the Bond Resolution.

Form of the Bonds

The Bonds shall be dated __________, 2018, shall be delivered in the denomination of Five Thousand Dollars ($5,000) each, or integral multiples thereof up to the amount of a single maturity, shall be numbered from one (1) upward in the order of issuance, shall be issued in fully registered form, and shall bear interest from the date thereof at the rate or rates specified herein on May 1 and November 1 of each year (each an "***Interest Payment Date***"), commencing May 1, 2019.

Redemption Provisions

Bonds maturing on May 1, 2029 and thereafter, are subject to redemption prior to their stated dates of maturity, at par, plus accrued interest to the date of redemption, either in whole, or in part, on any date on or after May 1, 2028.

Notice of redemption identifying the numbers of Bonds or portions thereof to be redeemed shall be given to the Registered Owners thereof by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption. Failure to mail or receive any such notice, or any defect therein or in the mailing thereof, shall not affect the validity of any proceedings for the redemption of Bonds. Any notice mailed as provided in the Bond Resolution shall be conclusively presumed to have been given, irrespective of whether received. If such written notice of redemption is made and if due provision for payment of the redemption price is made, all as provided above, the Bonds which are to be redeemed thereby automatically shall be deemed to have been redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the owner to receive the redemption price out of the funds provided for such payment. If at the time of mailing of any notice of redemption, there shall not be on deposit with the Paying Agent sufficient moneys to redeem all of the Bonds called for redemption, such notice shall state that it is subject to the deposit of moneys with the Paying Agent not later than on the redemption date and shall be of no effect unless such moneys are deposited.

2018 Bond Fund

In the Bond Resolution, the City establishes the 2018 Bond Fund for the Bonds, said fund to be maintained at a qualified depository of the City. Money deposited in the 2018 Bond Fund shall be used solely for the purpose of paying the interest on and principal of the Bonds when and as due. Accrued interest, if applicable, through the date of delivery of the Bonds shall be deposited in the 2018 Bond Fund.

Ownership of the Bonds

In the event the Purchaser shall fail to designate the names, addresses and social security or tax identification numbers of the Registered Owners of the Bonds within thirty (30) days of the date of sale, or at such other later date as may be designated by the City, one (1) Bond registered in the name of the Purchaser may be issued in the full amount for each maturity. Ownership of the Bonds shall be in the Purchaser until the initial Registered Owner has made timely payment and, upon request of the Purchaser, within a reasonable time of the initial delivery of the Bonds, the Paying Agent shall re-register any such Bond upon its records in the name of the Registered Owner to be designated by the Purchaser in the event timely payment has not been made by the initial Registered Owner.

Except as provided in the Bond Resolution, the Person in whose name any Bond shall be registered in the records of the City maintained by the Paying Agent may be deemed the absolute owner thereof for all purposes, and payment of or on account of the principal of or interest on any Bond shall be made only to or upon the order of the Registered Owner thereof, or his, her or its legal representative, but such registration may be changed as provided in the Bond Resolution. 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.

Registration, Transfer and Exchange of the Bonds

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

Each Bond shall be transferable only in the records of the City upon surrender thereof at the office of the Paying Agent, together with a written instrument of transfer satisfactory to the Paying Agent duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the transfer of any Bond, the City, acting through its Paying Agent, shall issue in the name of the transferee a new Bond or Bonds of the same aggregate principal amount and maturity and rate of interest as the surrendered Bond or Bonds.

In all cases in which the privilege of transferring Bonds is exercised, the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of the Bond Resolution.

For so long as a book-entry only system is used for determining beneficial ownership of the Bonds, such interest shall be payable to DTC or its nominee. Disbursement of such payments to the DTC participants is the responsibility of DTC and disbursement of such payments to the beneficial owners of the Bonds is the responsibility of the DTC participants or the Indirect Participants (see, "**Book-Entry Only System**" herein).

Book-Entry Only System

The Depository Trust Company ("***DTC***"), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by the authorized representative of DTC. One fully-registered Bond certificate will be issued for the Bonds in the aggregate principal amount of such issue, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the

New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("***DTCC***"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("***Beneficial Owner***") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transactions, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect

Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

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

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, principal payments, and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detailed information from the City or Paying Agent, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, principal payments, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City, or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participates.

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

The City may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

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

THE CITY AND THE PAYING AGENT CANNOT AND DO NOT GIVE ANY ASSURANCES THAT THE DIRECT PARTICIPANTS OR THE INDIRECT PARTICIPANTS WILL DISTRIBUTE TO THE BENEFICIAL OWNERS OF THE BONDS (I) PAYMENTS OF PRINCIPAL OF OR INTEREST AND PREMIUM, IF ANY, ON THE BONDS; (II) CERTIFICATES REPRESENTING AN OWNERSHIP INTEREST OR OTHER CONFIRMATION OF BENEFICIAL OWNERSHIP INTERESTS IN BONDS; OR (III) REDEMPTION OR OTHER NOTICES SENT TO DTC OR CEDE & CO., ITS NOMINEE, AS THE REGISTERED OWNERS OF THE BONDS, OR THAT THEY WILL DO SO ON A TIMELY BASIS OR THAT DTC OR DIRECT OR INDIRECT PARTICIPANTS WILL SERVE AND ACT IN THE MANNER DESCRIBED IN THIS OFFICIAL STATEMENT. THE CURRENT "RULES" APPLICABLE TO DTC ARE ON FILE WITH THE SECURITIES AND EXCHANGE COMMISSION AND THE CURRENT "PROCEDURES" OF DTC TO BE FOLLOWED IN DEALING WITH DTC PARTICIPANTS ARE ON FILE WITH DTC.

NEITHER THE CITY NOR THE PAYING AGENT WILL HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO SUCH DTC PARTICIPANTS OR THE BENEFICIAL OWNERS WITH RESPECT TO (1) THE BONDS; (2) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (3) THE PAYMENT BY ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL AMOUNT OF OR INTEREST OR PREMIUM, IF ANY, ON THE BONDS; (4) THE DELIVERY BY ANY DTC PARTICIPANT OF ANY NOTICE TO ANY BENEFICIAL OWNER WHICH IS REQUIRED OR PERMITTED UNDER THE TERMS OF THE BOND RESOLUTION TO BE GIVEN TO BONDHOLDERS; (5) THE SELECTION OF THE BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (6) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS BONDHOLDER.

Bond Resolution a Contract

In consideration of the purchase and acceptance of any and all of the Bonds by the Registered Owners thereof, the Bond Resolution shall constitute a contract between the City and the Registered Owners from time to time of the Bonds. The pledge made in the Bond Resolution and the covenants and agreements set forth in the Bond Resolution to be performed on behalf of the City for the benefit of the Registered Owners shall be for the equal benefit, protection and security of the Registered Owners of any and all of the Bonds, all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction.

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SOURCES AND USES OF FUNDS

Proceeds of the issuance of the Bonds will be used to provide funds for the Project (all as provided hereinafter and as more fully described in the Bond Resolution).

The following is a summary of the estimated sources and uses of proceeds of the Bonds:

<u>Sources</u>

Par Amount	$
Plus/Less Net Premium/Net Discount	
Total Sources	$

<u>Uses</u>

Cost of Construction Project	
Cost of Issuance	
Underwriter’s Discount	
Total Uses	$

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DEBT SERVICE REQUIREMENTS FOR BONDS AND PARITY DEBT

The following table sets forth the estimated principal and interest requirements on the Bonds, the 2012 Bonds, and the 2013 Note.

FY Ending September 30	Series 2012 Bonds			Series 2013 Note			Series 2018 Bonds			Total Debt Service
	Principal	Interest	Total	Principal	Interest	Total	Principal	Interest[1]	Total	
2018	$ 1,355,000.00	$ 41,350.00	$ 1,396,350.00	$ 140,000.00	$ 126,256.26	$ 266,256.26	$ 0.00	$ 0.00	$ 0.00	$ 1,662,606.26
2019	$ 1,390,000.00	$ 13,900.00	$ 1,403,900.00	$ 145,000.00	$ 122,056.26	$ 267,056.26	$ 135,000.00	$ 160,000.00	$ 295,000.00	$ 1,965,956.26
2020	$ 0.00	$ 0.00	$ 0.00	$ 145,000.00	$ 117,706.26	$ 262,706.26	$ 140,000.00	$ 154,600.00	$ 294,600.00	$ 557,306.26
2021	$ 0.00	$ 0.00	$ 0.00	$ 150,000.00	$ 113,356.26	$ 263,356.26	$ 145,000.00	$ 149,000.00	$ 294,000.00	$ 557,356.26
2022	$ 0.00	$ 0.00	$ 0.00	$ 155,000.00	$ 108,856.26	$ 263,856.26	$ 150,000.00	$ 143,000.00	$ 293,200.00	$ 557,056.26
2023	$ 0.00	$ 0.00	$ 0.00	$ 155,000.00	$ 103,431.26	$ 258,431.26	$ 160,000.00	$ 137,200.00	$ 297,200.00	$ 555,631.26
2024	$ 0.00	$ 0.00	$ 0.00	$ 170,000.00	$ 97,812.50	$ 267,812.50	$ 165,000.00	$ 130,800.00	$ 295,800.00	$ 563,612.50
2025	$ 0.00	$ 0.00	$ 0.00	$ 175,000.00	$ 90,587.50	$ 265,587.50	$ 170,000.00	$ 124,200.00	$ 294,200.00	$ 559,787.50
2026	$ 0.00	$ 0.00	$ 0.00	$ 180,000.00	$ 83,150.00	$ 263,150.00	$ 175,000.00	$ 117,400.00	$ 292,400.00	$ 555,550.00
2027	$ 0.00	$ 0.00	$ 0.00	$ 190,000.00	$ 75,500.00	$ 265,500.00	$ 185,000.00	$ 110,400.00	$ 295,400.00	$ 560,900.00
2028	$ 0.00	$ 0.00	$ 0.00	$ 200,000.00	$ 66,475.00	$ 266,475.00	$ 190,000.00	$ 103,000.00	$ 293,000.00	$ 559,475.00
2029	$ 0.00	$ 0.00	$ 0.00	$ 210,000.00	$ 56,975.00	$ 266,975.00	$ 200,000.00	$ 95,400.00	$ 295,400.00	$ 562,375.00
2030	$ 0.00	$ 0.00	$ 0.00	$ 220,000.00	$ 47,000.00	$ 267,000.00	$ 205,000.00	$ 87,400.00	$ 292,400.00	$ 559,400.00
2031	$ 0.00	$ 0.00	$ 0.00	$ 230,000.00	$ 36,000.00	$ 266,000.00	$ 215,000.00	$ 79,200.00	$ 294,200.00	$ 560,200.00
2032	$ 0.00	$ 0.00	$ 0.00	$ 240,000.00	$ 24,500.00	$ 264,500.00	$ 225,000.00	$ 70,600.00	$ 295,600.00	$ 560,100.00
2033	$ 0.00	$ 0.00	$ 0.00	$ 250,000.00	$ 12,500.00	$ 262,500.00	$ 235,000.00	$ 61,600.00	$ 296,600.00	$ 559,100.00
2034	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 240,000.00	$ 52,200.00	$ 292,200.00	$ 292,200.00

2035	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 250,000.00	$ 42,600.00	$ 292,600.00	$ 292,600.00
2036	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 260,000.00	$ 32,600.00	$ 292,600.00	$ 292,600.00
2037	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 270,000.00	$ 22,200.00	$ 292,200.00	$ 292,200.00
2038	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 285,000.00	$ 11,400.00	$ 296,400.00	$ 296,400.00
Total	**$ 2,745,000.00**	**$ 55,250.00**	**$ 2,800,250.00**	**$ 2,955,000.00**	**$ 1,282,162.56**	**$ 4,237,162.56**	**$ 4,000,000.00**	**$ 1,885,000.00**	**$ 5,885,000.00**	**$ 12,922,412.56**

[1] Preliminary; based on a 4% interest rate.

SECURITY FOR THE BONDS

The Bonds will be special obligations of the City payable solely from and secured by a lien on the Net Revenues as collected and received by the City from the operation and ownership of the System. The Bond Resolution defines Net Revenues to mean all System Revenues remaining after payment of Current Expenses and SRF Loans subject to the parity lien of the debt service on the City's 2012 Bonds and the 2013 Note.

The Bonds shall not constitute an indebtedness of the City within the meaning of any constitutional or statutory restriction, limitation, or provision, and the taxing power of the City is not pledged to the payment of the Bonds, either as to principal or interest.

Establishment of Rates

Rates for water and sewer services are established by the Governing Body. The City's current rate schedule was adopted by the Governing Body on October 1, 2010. Newly adopted rates become effective as to each user one month after they have been adopted by the Governing Body provided however, that such newly adopted rates may become effective immediately upon the unanimous approval of the Governing Body based on a finding of good cause and a statement in the adopting ordinance of the reason why it is necessary that the new rate become effective immediately.

Customers Served By City

The following table shows the number of customers served by the City from 2013 to 2017:

FY Ending September 30	Customers
2017	7,346 (Metered Accounts)
2016	7,326 (Metered Accounts)
2015	7,209 (Metered Accounts)
2014	7,300 (Metered Accounts)

Revenues Available for Debt Service

The following schedules, based on projections and information supplied by the City set forth the actual and projected Net Revenues of the System for the period of Fiscal Years 2010 to 2018. Rates for the System are based on a rate schedule adopted by the Governing Body in September 19, 1996, October 1, 2008 and October 1, 2010. Historical calculations for the combined utility system of the City were based on actual data in the City's annual audits (Fiscal Years 2010-2016), unaudited financial data for Fiscal Year 2017 and budgeted financial data for Fiscal Year 2018. Fiscal Years 2017-2018 projections for the System as combined are based on projected growth of 1% per year in revenues plus rate increases and 3% per year in expenses. Historical debt service coverage for the System for Fiscal Years 2010-2017 ranges from a low of

1.23% in Fiscal Year 2016 to a high of 2.33% in Fiscal Year 2014. The following schedules should be reviewed based on the following assumptions:

1. Water rates adopted by the Governing Body in October 1, 2010 are currently in place for the System;
2. Sewer rates adopted by the Governing Body in October 1, 2010 are currently in place for the System;
3. Water and sewer usage is projected to remain constant;
4. Revenue projections of 1% growth, as applicable, and expense projections of 3% growth; and
5. Debt service based on the following:

Historical Statement of Revenues, Expenditures and Debt Service Coverage*	Historical			Projected	
	Fiscal Year 2014 Audited	Fiscal Year 2015 Audited	Fiscal Year 2016 Audited	Fiscal Year 2017 Unaudited	Fiscal Year 2018 Projected
REVENUES					
Charges for Services	5,685,444	5,531,232	6,907,460	8,445,782	8,382,818
Miscellaneous	1,826,091	499,867	504,227	515,697	561,000
Year End Balance	1,260,826	1,953,469	800,806	769,436	1,845,075
Transfers In		120,000	448,009	0	0
TOTAL REVENUES	$8,772,360	$8,104,568	8,660,502	9,730,915	10,788,893
EXPENSES					
Personnel	96,512	3,291	0	0	249,133
Wastewater Exp.	1,411,032	1,570,236	2,132,125	2,157,216	2,088,384
Utilities/Supplies	362,100	182,069	291,810	199,392	330,000
Maintenance	256,360	362,383	85,253	2,794	154,000
Other Services	1,926,296	2,661,982	3,083,721	2,943,710	2,945,643
Transfers Out		418,506	0	200,000	536,000
Contingencies		0	0	0	200,000
TOTAL EXPENSES	$4,052,300	$5,198,467	5,592,909	5,503,112	6,503,160

REVENUES AVAILABLE FOR DEBT SERVICE	$4,720,061	$2,906,101	3,067,593	4,227,803	4,285,733
DEBT OBLIGATIONS					
2012 Revenue Bonds	1,408,285	1,400,500	1,404,600	1,398,200	1,396,350
2013 MDB Revenue Bonds	.00	265,361	262,907	265,131	266,257
Energyserv/Water Meters		143,725	287,450	287,450	287,450
SRF Loans		521,125	521,125	521,125	521,125
TOTAL DEBT	$1,929,373	2,330,711	2,476,082	2,471,906	2,471,182
DEBT SERVICE COVERAGE	2.33	1.25	1.23	1.71	1.73

*Assumptions:

Year 2014 reflects no growth in revenues and 1.67% growth in expenses.

Years 2015 and 2016 reflects 1.00% growth in revenues and 3.00% growth in expenses. Debt Obligations outstanding as stated in Water and Sewer Revenue Debt Outstanding under “Revenues Available for Debt Service” above and the Note.

Rate Covenant

The City has covenanted in the Bond Resolution that so long as any of the Bonds remain outstanding and unpaid, it will fix and maintain rates and make and collect charges for the use and service of the System which will at all times provide Net Revenues sufficient: (i) to pay the Current Expenses of the System, and (ii) to provide one hundred twenty per cent (120%) of the amount of the maximum Principal and Interest Requirements and the payments required to be made to the credit of the Debt Service Reserve Fund for the current Bond Year on account of the Bonds then outstanding.

If the Net Revenues in any Fiscal Year as shown by the City's audit are less than the total amount set forth in subsection (b) of this Section, then it shall, as promptly as possible, request the Consulting Engineers to make recommendations as to a revision of such rates, fees, and charges or methods of operating the System which will result in producing the required amount in the following Fiscal Year. Upon receipt of such recommendations the City shall, subject to applicable requirements imposed by law, immediately revise such rates, fees, and charges and take such other actions respecting the methods of operation of the System as shall in its discretion be deemed necessary. Failure to implement the recommendation of the Consulting Engineer or if coverage is less than one hundred twenty percent (120%) of the maximum Principal and Interest Requirements and the payment required to be made to the credit of the Debt Service Reserve Fund shall be a breach of the City's covenants herein.

SRF Loans

The SRF Loans are loans from the State to the City which were made by the City to finance improvements to the System. The total amount of SRF Loans currently outstanding is approximately $4,186,134.27. Although the SRF Loans have a lien on the Revenues of the System, they are paid from monies collected by the Mississippi Department of Revenue by diverting sales tax collections prior to remittance of the sales tax to the City. The City can subsequently reimburse itself from the Revenues of the System.

Funds

The 2012 Bond Resolution provided for the creation and establishment of the Revenue Fund to be utilized in connection with the 2012 Bonds and bonds issued on parity therewith, including the 2012 Bonds and the 2013 Note. Upon full payment of the 2012 Bonds either by refunding/redemption or by maturity, the Revenue Fund continued and will continue to be utilized in connection with the 2013 Note and bonds issued on parity therewith, including the Bonds.

The 2013 Loan Agreement provided for the creation and establishment of the 2013 Debt Service Fund to be held by the City for the 2013 Note Bonds and bonds issued on parity therewith, including the Bonds.

The Bond Resolution provides for the creation and establishment of the following funds to be held by the City for the Bonds and bonds issued on parity therewith:

2018 Bond Fund

Debt Service Reserve Fund

The moneys in the foregoing funds shall be held separate and apart from all other funds of the City and shall be applied in the manner provided in the Bond Resolution, and, pending such application, shall be subject to a lien and charge in favor and for the security of Registered Owners of the Bonds and the parity lien of the 2012 Bonds and 2013 Note until paid out or transferred as provided in the Bond Resolution. Any surplus Revenues remaining after all deposits and transfers required by the Bond Resolution shall be used solely for purposes pertaining to the System.

Revenues of the System and Application Thereof

All Revenues shall be set aside as collected and shall be deposited into the Revenue Fund utilized in connection with the 2012 Bonds and bonds issued on parity with the 2012 Bonds, including the 2013 Note and the Bonds. Moneys in said fund shall not be subject to lien or attachment by any creditor of the City and shall be set aside for, allocated to and deposited by the Clerk to the extent available in the following order of preference in the following separate and special funds, created pursuant to the 2012 Bond Resolution, 2013 Loan Agreement, and this Bond Resolution, as applicable, without further direction of or action by the Governing Body or other authority of the City:

(a) On the first business day of each month, commencing in the first month after delivery of the Bonds, there shall be deposited into the Operation and Maintenance Fund created an amount which will provide for the payment of the Current Expenses to be paid during such calendar month, and, in the event that the aggregate amounts deposited into such fund pursuant to this subsection (a) during the preceding months shall have been insufficient to pay all such expenses, an amount sufficient to repay such deficiencies.

(b) To the City such amount necessary to reimburse the general fund of the City for debt service due on the SRF Loans deducted by the Mississippi Department of Revenue from the sales tax rebate to the City.

(c) On the first business day of each month, commencing in the first month after the delivery of the Bonds, there shall be deposited into (i) the 2012 Debt Service Fund an amount which, together with equal subsequent monthly deposits on the first business day of each successive month, will provide a sum equal to the amount necessary to pay interest and principal due and payable through the date on which the next installment of principal on the 2012 Bonds is due; (ii) there shall be deposited into the 2013 Debt Service Fund for the 2013 Note an amount which, together with equal subsequent monthly deposits on the first business day of each successive month, will provide a sum equal to the amount necessary to pay interest and principal due and payable through the date on which the next installment of principal on the 2013 Note is due; and (iii) the 2018 Bond Fund an amount which, together with equal subsequent monthly deposits on the first business day of each successive month, will provide a sum equal to the amount necessary to pay interest and principal due and payable through the date on which the next installment of principal on the Bonds is due.

Provided, that in addition to the moneys required to be paid into the 2018 Bond Fund, the Debt Service Reserve Fund shall be established in order to meet any deficiency in the 2018 Bond Fund in future years. In order to fully fund the Debt Service Reserve Fund, the Clerk shall on the first business day of each month, commencing in the first month after the delivery of the Bonds, continually through the sixtieth (60th) month after the delivery of the Bonds, deposit one sixtieth (1/60th) of the amount representing the Debt Service Reserve Fund Requirement, until the balance in the Debt Service Reserve Fund meets the Debt Service Reserve Fund Requirement, at which amount the Debt Service Reserve Fund shall thereafter be maintained by such future payments as may be necessary to maintain said balance. Notwithstanding any other provision contained herein, upon the determination of any deficiency in the total amount on deposit in the Debt Service Reserve Fund the full amount of such deficiency shall be fully funded within one (1) year of such determination. The Debt Service Reserve Fund shall be used only to pay maturing principal and accruing interest, or both, and only whenever and to the extent that funds otherwise available in the 2018 Bond Fund are insufficient for that purpose. No funds paid into the Debt Service Reserve Fund shall be used to prepay the principal unless such prepayment is for the entire balance of the principal amount of the Bonds. If the amount on deposit in the Debt Service Reserve Fund as valued on the last day of any Bond Year is more than the Debt Service Reserve Fund Requirement, the amount of such excess shall be transferred to the 2018 Bond Fund.

Investment of Moneys on Deposit in the Funds

All sums in the Funds referred to in the Bond Resolution shall be kept on deposit in bank accounts separate from all other bank accounts of the City in a bank or banks having Federal Deposit Insurance Corporation insurance on its accounts and at all times shall be continuously secured as provided by the laws of the State of Mississippi for other funds of the City, or, in the discretion of the Governing Body, may be invested as directed in the 2012 Bond Resolution and the Bond Resolution, as applicable, in investments authorized by laws of the State of Mississippi as may now be or hereafter become applicable. If any sums in the Funds are invested in bonds or other obligations, such bonds or other obligations shall mature or be redeemable prior to the time the funds so invested will be needed for expenditure. Any interest or other income received from investments shall accrue to and be deposited in the Fund which generated such income or to which such income is attributable and applied toward the purposes set forth in such fund.

System Insurance

As long as any of the Bonds shall remain outstanding and unpaid, the City shall carry and maintain all-risk insurance upon all the properties forming a part of the System which may be of an insurable nature, such insurance to be of the type and kind and for such amount or amounts as carried and maintained by other municipalities rendering services of a similar character in similar communities. The proceeds of all such insurance shall be used only for the maintenance and restoration of the System, or for the payment of the principal of and the interest on the 2012 Bonds, the 2013 Note, and the Bonds.

2018 Bond Fund

Amounts in the 2018 Bond Fund will be used to pay the principal and the redemption price (including premium, if any) of, and the interest on the Bonds.

2012 Operation and Maintenance Fund

Amounts held in the 2012 Operation and Maintenance Fund will be applied by the City to the payment of the Current Expenses as they accrue in accordance with the annual budget of the City for the System.

Debt Service Reserve Fund

The Debt Service Reserve Fund is to be held by the City and maintained to meet any deficiency in the 2018 Bond Fund. The Debt Service Reserve Fund will be funded with Revenues over a sixty (60) month period following the delivery of the Bonds and will be maintained at the required balance set forth in the Bond Resolution. The Debt Service Reserve Fund shall be used only to pay maturing principal and accruing interest, or both, and only whenever and to the extent that funds otherwise available in the 2018 Bond Fund are insufficient for that purpose. No funds paid into the Debt Service Reserve Fund shall be used to prepay the principal unless such prepayment is for the entire balance of the principal amount of the Bonds.

2018 Construction Fund

A certain portion of the proceeds received upon the sale of the Bonds shall be deposited in the 2018 Construction Fund. Amounts in the 2018 Construction Fund (including investment earnings) will be applied to pay the Cost of the Construction Project, including the costs of issuance, provided, however, investment earnings may be deposited to the 2018 Bond Fund to pay debt service on the Bonds during the construction period for the Construction Project. Any balance remaining in the 2018 Construction Fund after the Construction Project has been completed, and all related costs and expenses paid, shall be deposited into the 2018 Bond Fund and expended in accordance with State law.

Additional Bonds

The City has reserved the right to issue one or more series of additional bonds on parity with the Bonds ("***Additional Bonds***") for any lawful purpose, including refunding any previously issued series of bonds or any other bonds or obligations of the City issued in connection with the System or payable from Net Revenues, provided in each instance that:

(i) the Net Revenues available for payments of principal and interest on the Bonds for a period of 12 consecutive months during the 18 months preceding the month in which such additional parity bonds are issued must be certified by an accountant to have been at least equal to 120% of the highest annual debt service payments in any succeeding Bond Year with respect to the Bonds, any other outstanding bonds, including the 2012 Bonds and the 2013 Note, and the bonds proposed to be issued; or in lieu of the foregoing formula, if a new schedule of rates, fees and charges for the services, facilities and commodities of the System shall have been adopted, then the Net Revenues available for debt service payments (taking into account such new rates) must be certified by an accountant to have been at least equal to 120% of the highest annual debt service payments in any succeeding Bond Year with respect to the Bonds, any other outstanding bonds, including the 2012 Bonds and the 2013 Note, and the bonds proposed to be issued during the period set forth above; and

(ii) the pledge of and lien on the Net Revenues and amounts on deposit from time to time in the 2018 Bond Fund shall be extended for the benefit of the Registered Owners of the Additional Bonds; and

(iii) the resolution under which the proposed bonds are being issued shall provide for the funding of the increase in the Debt Service Reserve Fund resulting from the issuance of such Additional Bonds from the proceeds of such Additional Bonds.

The City may issue bonds junior and subordinate to the Bonds at any time, provided that the issuance of such bonds does not violate any covenant of the City concerning any of its then outstanding bonds

TAX EXEMPTION

General

The Internal Revenue Code of 1986, as amended (the "Code"), establishes certain requirements which must be met subsequent to delivery of the Bonds in order that the interest on the Bonds not be included in gross income of the registered owners for federal income tax purposes under Section 103 of the Code. The certificate as to non-arbitrage and other tax matters of the City, which will be delivered concurrently with the delivery of the Bonds, will contain provisions and procedures relating to compliance with such requirements of the Code. The City agrees, covenants and represents in the Bond Resolution that it will not make any use of the gross proceeds of the Bonds or any amount that may be treated as proceeds of the Bonds or do or take or omit to take any other action that would cause: (i) the Bonds to be "arbitrage bonds" as such term is defined in Section 148(a) of the Code and the regulations promulgated thereunder; (ii) the interest on the Bonds to be included in the gross income of the registered owners for federal income taxation purposes; or (iii) the interest on the Bonds to be treated as an item of tax preference under Section 57(a)(5) of the Code.

Except as expressly stated in the following two paragraphs of this section, Bond Counsel will express no opinion as to any federal or state consequences of the ownership of, receipt of interest on, or disposition of the Bonds.

In the opinion of Butler Snow LLP, Bond Counsel, under existing law, interest on the Bonds is not included in gross income of the owners thereof for federal income tax purposes pursuant to Section 103 of the Code and interest on the Bonds is not treated as a preference item in calculating the alternative minimum tax that may be imposed on individuals and corporations. Such interest, however, is includable in the "adjusted current earnings" of a corporation for purposes of computing the alternative minimum tax and the environmental tax imposed on corporations (see "**Certain Federal Tax Information - Alternative Minimum Tax**"). In rendering the foregoing opinion, Bond Counsel has assumed the compliance by the City with the tax covenants and representations in the Bond Resolution and the representations in the certificate as to non-arbitrage and other tax matters. These requirements relate to, *inter alia,* the use and investment of the gross proceeds of the Bonds, the use of any facility, equipment or improvement financed or refinanced directly or indirectly with the proceeds of the Bonds and rebate to the United States Treasury of specified arbitrage earnings, if any. Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken) or events occurring (or not occurring) after the date of issuance of the Bonds have resulted in a failure of the City to comply with its covenants. Failure of the City to comply with such covenants could result in the interest on the Bonds becoming subject to federal income tax from the date of issue. For federal tax information, see "Certain Federal Tax Information" herein.

Under existing law, Bond Counsel is of the opinion that, interest on the Bonds is exempt from all present taxes imposed by the State.

Certain Federal Tax Information

General. The following discussion of certain federal income tax matters is a summary of possible collateral tax consequences. It does not purport to deal with all aspects of federal taxation that may be relevant to particular Registered Owners. Further, the following discussion should not be construed as expressing an opinion of Bond Counsel as to any such matters, not specifically addressed in their opinion. **Prospective purchasers of the Bonds should be aware that ownership of the Bonds may result in collateral federal income tax consequences in certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain S corporations with "excess net passive income," foreign corporations subject to the branch profits tax, life insurance companies and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the Bonds. Bond Counsel does not express any opinion regarding such collateral tax consequences. Prospective purchasers of the Bonds should consult their tax advisors regarding collateral federal income tax consequences.**

Alternative Minimum Tax. The Code imposes an alternative minimum tax with respect to individuals and corporations on alternative minimum taxable income. A twenty percent (20%) alternative corporate minimum tax is imposed on corporations (other than S corporations, regulated investment companies, real estate investment trusts or real estate mortgage investment conduits, as such terms are defined in the Code). Interest on the Bonds is not treated as a preference item in calculating alternative minimum taxable income. The Code provides, however, that a corporation's alternative minimum taxable income is increased by seventy-five percent (75%) of the excess (if any) of (i) the "adjusted current earnings" of a corporation over (ii) its alternative minimum taxable income (determined without regard to this adjustment and the alternative tax net operating loss deduction). Interest on tax-exempt obligations, including the interest on the Bonds, would generally be included in computing a corporation's "adjusted current earnings." Accordingly, a portion of any interest on the Bonds received or accrued by a corporate Registered Owner will be included in computing such corporation's alternative minimum taxable income for such year.

Financial Institutions. Section 265(b)(1) of the Code provides that commercial banks, thrift institutions and other financial institutions may not deduct the portion of their otherwise allowable interest expense allocable to tax exempt obligations acquired after August 7, 1986 (other than "qualified tax-exempt obligations" as defined in Section 265(b)(3) of the Code).

The City has designated the Bonds as "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Code. Eighty percent (80%) of the interest expense deemed incurred by banks, thrift institutions and other financial institutions to purchase or to carry "qualified tax-exempt obligations" is deductible.

Changes in Federal and State Tax Laws

From time to time, there are legislative proposals introduced and regulatory actions proposed or announced at the federal or state level that, if enacted, could alter or amend directly or indirectly relevant federal and state tax matters, including, without limitation, those mentioned hereinabove or could adversely affect the market value of the Bonds. It cannot be predicted whether or when or in what form any such legislative or regulatory proposal might be enacted or implemented or whether if enacted or implemented it would apply to tax exempt obligations issued prior to enactment or implementation. In addition, from time to time litigation is threatened or commenced which, if concluded in a particular manner, could adversely affect relevant tax matters or the market value of the Bonds. It cannot be predicted how any particular litigation or judicial action will be resolved or whether the Bonds or the market value thereof would be impacted thereby. Purchasers of the Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Bonds and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending or proposed legislation, regulatory initiatives or litigation.

TAX TREATMENT OF ORIGINAL ISSUE DISCOUNT

The Bonds maturing on May 1 in the years 20____ through 20____(the "***Discount Bonds***") are being offered and sold to the public at an original issue discount ("***OID***") from the amounts payable at maturity thereon. OID is the excess of the stated redemption price of a bond at maturity (the face amount) over the "issue price" of such bond. The issue price is the initial offering price to the public (other than to bond houses, brokers or similar persons acting in the capacity of underwriters or wholesalers) at which a substantial amount of bonds of the same maturity are sold pursuant to that initial offering. For federal income tax purposes, OID on bond will accrue over the term of the bond, and for the Discount Bonds, the amount of accretion will be based on a single rate of interest, compounded semiannually (the "***yield to maturity***"). The amount of OID that accrues to an owner of a Discount Bond during any accrual period generally equals (i) the issue price of such Discount Bond plus the amount of OID accrued in all prior accrual periods, multiplied by (ii) the yield to maturity of such Discount Bond (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period), minus (iii) any interest payable on such Discount Bond during such accrual period. The amount of OID so accrued in a particular accrual period will be considered to be received ratably on each day of the accrual period, will be excludable from gross income for federal income tax purposes, and will increase the owner's tax basis in such Discount Bond.

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

TAX TREATMENT OF ORIGINAL ISSUE PREMIUM

The Bonds maturing on May 1 in the years 20___ through 20______ (the "***Premium Bonds***") have an issue price that is greater than the amount payable at maturity of such Premium Bonds. A purchaser of a Premium Bond must amortize any premium over such Premium Bond's term using constant yield principles, based on the Premium Bond's yield to maturity. As premium is amortized, the purchaser's basis in such Premium Bond and the amount of tax-exempt interest received will be reduced by the amount of amortizable premium properly allocable to such purchaser. This will result in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes on sale or disposition of such Premium Bond prior to its maturity. Even though the purchaser's basis is reduced, no federal income tax deduction is allowed. Purchasers of any Premium Bond, whether at the time of initial issuance or subsequent thereto, should consult their tax advisors with respect to the determination and treatment of premium for federal income tax purposes, and with respect to state and local tax consequences of owning such Premium Bonds.

CONTINUING DISCLOSURE

The City has covenanted for the benefit of the owners of the Bonds to provide certain financial information and operating data relating to the Bonds within twelve months after the end of each fiscal year of the City ending in or after September 30, 2018 (the "***Annual Report***"), and to provide notices of the occurrence of certain enumerated events, in certain cases if deemed material under federal laws. The Annual Report and notices of material events will be filed by the City with (a) the Municipal Securities Rulemaking Board (the "***MSRB***") through MSRB's Electronic Municipal Market Assess system at http://emma.msrb.org ("***EMMA***") in the electronic format then prescribed by the Securities and Exchange Commission (the "***SEC***") pursuant to SEC Rule15c2-12(b)(5) (the "***Rule***"), and with (b) any public or private repository or entity designated by the State as a State repository, if any, for the purposes of the Rule. This information will be made available free to securities brokers and the general public through EMMA. For the procedures for all filings and notices due to the MSRB, instructions will be provided on the following website for MSRB: http://emma.msrb.org. The specific nature of the information to be contained in the Annual Report or the notices of material events is summarized in **APPENDIX D** to this Official Statement. These covenants have been made in order to assist the Purchaser in complying with the Rule.

There have been instances in each of the past five years that the City has failed to file certain annual financial information and operating data as required by its prior continuing disclosure undertakings. The City filed certain information required under its continuing disclosure undertakings, including notice of failure to file certain information required under its continuing disclosure undertakings for its prior debt subject to the Rule. Said failure to file and material event notices can be found on EMMA.

The City is current on all of its disclosure obligations with the exception of the filing of its Fiscal Year 2016–17 audit. The City filed a Notice of Failure to File its Fiscal Year 2016–17 audit on EMMA and will file the Fiscal Year 2016–17 audit on EMMA as soon as it is available. The City's intention is to file the information required by its continuing disclosure undertakings in a complete and timely manner.

MISCELLANEOUS AND LEGAL INFORMATION

No Default on Securities

No securities of the City have been in default as to principal or interest payments or in any other material respect at any time in at least the last 25 years. No principal or interest on any obligation of the City is past due.

No Bond Proceeds for Current Operating Expenses

No proceeds from the sale of securities (except tax anticipation notes issued against revenues of a current fiscal year) have been used for current operating expenses at any time in at least the last ten years.

Pension Plan

The City has no pension plan or retirement plan for employees. The City employees are members of and contribute to the Mississippi Public Employees' Retirement System ("***PERS***"), a cost-sharing, multiple-employer, defined benefit pension plan. PERS provides retirement and disability benefits, annual cost-of-living adjustments and death benefits to plan members and beneficiaries. The PERS Board of Trustees authority to determine contribution rates is established Section 25-11-1 *et seq.* of the Mississippi Code of 1972 and may be amended only by the State Legislature.

The Governmental Accounting Standards Board ("***GASB***") approved two (2) new standards on June 25, 2012 that will substantially improve the accounting and financial reporting of public employee pensions by state and local governments, including the State. Statement No. 67, Financial Reporting for Pension Plans, revises existing guidance for the financial reports of most pension plans. Statement No. 68, Accounting and Financial Reporting for Pensions as amended by Statement No. 71, revises and establishes new financial reporting requirements for most governments that provide their employees with pension benefits.

The Provisions in Statement 67 are effective for financial statements for period beginning after June 15, 2013. The provisions in Statement 68 and Statement 71 are effective for fiscal years beginning after June 15, 2014. PERS is compliant with Statement 67 and is making plans to fully comply with Statements 68 and 71.

The PERS employer contribution rate was 9.75 percent in fiscal year 2005 with an increase in fiscal year 2006 to 10.75 percent. Beginning in fiscal year 2007, the employer contribution rate increased from 10.75 percent in .55 percent increments until the target rate of 11.85% was met in fiscal year 2008. Use of the phased-in employer contribution rate increase resulted in an annual contribution deficit for fiscal year 2007. The purposes of the phased-in approach was to moderate the impact to the State of a contribution rate increase. A slight increase in the employer contribution rate was implemented in fiscal year 2010, from 11.85 percent to 12.0 percent. In fiscal year 2010, the actuary's recommended employer contribution rate was to increase from 12.0 percent to a projected 13.56 percent for fiscal year 2011. In lieu of the employer contribution rate increase, the member contribution rate was increased from 7.25 to 9.0 percent for fiscal year 2011, which produced a decrease in employer normal cost. The reduction in normal cost, coupled with favorable investment experience, resulted in a revised recommended employer contribution rate decreased from 13.56 percent to 12.93 percent, which became effective January 1, 2012. The employer contribution rate increased in fiscal year 2013 to 14.26 percent and in fiscal year 2014, the Board implemented a revised funding policy aimed at stabilizing the employer contribution rate, which was set at 15.75 percent, and established a goal for the Plan to be 80.0 percent funded by 2042. At June 30, 2015, PERS employers' total pension liability was $40.4 billion. The plan fiduciary net position was $24.9 billion resulting in a net pension liability of $15.5 billion. The plan fiduciary net position as a percentage of the total pension liability was 61/8 percent using measurements established by GASB Statement No. 67, Financial Reporting for Pension Plans. PERS latest publicly available financial report for 2017 is available on the PERS website located at www.pers.ms.gov.

At September 30, 2016, PERS members were required to contribute 9% of their annual covered salary, and the City is required to contribute at an actuarially determined rate. The rate at September 30, 2017 was 15.75% of annual covered payroll. The City's proportion of the PERS net pension liability was based on a projection of the City's long-term share of contribution to the pension plan relative to projected contributions of all participating entities, actuarially determined. At June 30, 2016, the City's proportion was .067%. For the year ended September 30, 2016, the City recognized PERS pension expense for governmental activities of $1,363,867.

Legal Proceedings

There are no pending legal proceedings which might be expected to affect the City's ability to perform its obligations to the Registered Owners of the Bonds.

Validation

Prior to issuance, the Bonds will be validated before the Chancery Court of Jackson County as provided by Sections 31-13-1 to 31-13-11, Mississippi Code of 1972, as amended.

Approval of Legal Proceedings

All legal matters in connection with the authorization and issuance of the Bonds are subject to the final approval of the legality thereof by Bond Counsel. The form of the opinion of Bond Counsel is attached hereto as **APPENDIX E** and will be available in final form at the time of delivery of the Bonds. No representation is made to the Registered Owners of the Bonds that Bond Counsel has verified the accuracy, completeness or fairness of the statements in the Official Statement and Bond Counsel assumes no responsibility to the registered owners of the Bonds except for the matters set forth in such opinion.

Bankruptcy

The City is a "Municipality" as that term is defined in Title 11 of the United States Code (the "***Bankruptcy Code***").[2] Section 109(c) of the Bankruptcy Code prescribes the conditions and circumstances under which a Municipality may file a petition for relief under the Bankruptcy Code. As a debtor, a Municipality may *only* file for relief pursuant to Chapter 9 of the Bankruptcy Code ("***Chapter 9***"). Pursuant to Section 303(a) of the Bankruptcy Code, no creditor or judgment holder of a Municipality may file a Chapter 9 petition on behalf of a Municipality.

Pursuant to Section 109(c)(2) of the Bankruptcy Code, before a municipality may file a petition under Chapter 9 of the Bankruptcy Code, a municipality must be specifically authorized by (a) state law or (b) a governmental officer or organization empowered to authorize such a filing. Accordingly, before a Municipality in the State may file for Chapter 9 protection, it must have specific authority granted to it. Currently, there is no State statute that prescribes, authorizes or otherwise contains authorization for any Municipality to file for Chapter 9 protection, or delegates such authority to a governmental officer or organization. As such, in order for a State Municipality, including the City, to file for Chapter 9 relief, the Municipality must obtain specific authority from the State Legislature.

The State Legislature is comprised of the Senate and the House of Representatives. The Senate is composed of 52 members, and the House of Representatives consists of 122 members. Each member of each chamber is elected to a four-year term. In the State, the Legislature convenes annually on the first Tuesday after the first Monday each January. Regular sessions of the State Legislature last 90 days

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[2] Section 101(40) of the Bankruptcy Code provides that "[t]he term "municipality" means political subdivision or public agency or instrumentality of a state." 11 U.S.C. § 101(40).

in all years of an administration except for the first session after a new governor has been elected, when a 125-day session is held.

In order to obtain specific authority from the State Legislature to file for relief pursuant to Chapter 9, a Municipality would have to request both houses during the annual session of the State Legislature to approve a bill authorizing the Municipality to file for relief pursuant to Chapter 9 and such bill would have to be signed into law by the Governor of the State. There is no appeal process or any other proceeding under current State law that the Municipality may pursue if such requested specific authority is not granted by the State Legislature.

Miscellaneous

The references, excerpts and summaries of all documents referred to herein do not purport to be complete statements of the provisions of such documents, and reference is directed to all such documents for full and complete statements of all matters of fact relating to the Bonds, the security for the payment of the Bonds and the rights and obligations of the Registered Owners thereof.

The information contained in this Official Statement has been taken from sources considered reliable, but is not guaranteed. To the best of our knowledge, information in this Official Statement does not include any untrue statement of material fact; nor does the information omit the statement of any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

CITY OF GAUTIER, MISSISSIPPI

BY: ______________________________

MAYOR

____

CITY CLERK

APPENDIX A

INFORMATION ON THE CITY

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APPENDIX A
ECONOMIC AND DEMOGRAPHIC INFORMATION

General Description

The City of Gautier, Mississippi (the "City") was established in 1867 at the mouth of the Pascagoula River Basin by Fernando Gautier. The City was incorporated in 1986 and is located in Jackson County, Mississippi (the "County"), on more than 70 miles of waterfront on the Mississippi Gulf Coast. The City is approximately 105 miles east of New Orleans, Louisiana, approximately 17 miles east of Biloxi, Mississippi, and approximately 182 miles south of Jackson, Mississippi, the capitol of Mississippi (the "State").

Population

The population of the City has been recorded as follows:

1990	2000	2010	2016 Estimate
10,130	11,681	18,572	18,541

SOURCE: Census Data information at website: www.census.gov; February 2018.

Government[3]

The City is governed by a Major and a six-member City Council (the "Council"), with five members of the Council being elected from designated wards or precincts, and the Mayor and one member of the Council being elected at large. The current Mayor and members of the Council, elected for concurrent four year terms expiring on July 1, 2021, are as follows:

Name	Occupation	Position Held Since
Phil Torjusen	Mayor	July, 2017
Mary Martin	Councilwoman At-Large	November, 2010
Cameron B. George	Councilman	July, 2017
Richard “DJ” Jackson	Councilman	July, 2017
Casey Vaughan	Councilman	July, 2013
Rusty Anderson	Councilman	July, 2013
Adam Colledge	Councilman	July, 2009

[3] As of March 2018.

Major Employers

The following is a listing of the County's major employers, their products or services and their approximate number of employees:

Employer	Employees	Product/Service
Huntington Ingalls	11,300	Naval Shipbuilding
Chevron Pascagoula Refinery	1,500 Full-time and 2,000+ Contract-workers	Petroleum Refinery
Singing River Health System	2,300	Healthcare
Signal International	1,550 full-time 700 Subcontractors	Marine and Fabrication services provider
VT Halter Marine, Inc.	1,700	Ship Manufacturing
Pascagoula Public School District	1,302	Education
Jackson County Public School District	1,200	Education
Jackson County, MS	775	Inbound Call Center
SUPSHIP, Conversion & Repair	400	Government
MS Power	280	Utility
City of Pascagoula	275	Government
Wal-Mart Supercenter in Pascagoula	230	Retail

SOURCE: Jackson County Economic Development Foundation; February 2018.

Per Capita Income[4]

[4] Per capita personal income was computed using Census Bureau midyear population estimates. Estimates for 2012-2016 reflect county population estimates available as of March 2017; last updated November 16, 2017.

Year	County	Mississippi	United States	County as % Of U.S.
2016	$35,358	$35,484	$49,246	72%
2015	34,763	34,757	48,451	72
2014	34,191	34,213	46,494	74
2013	33,766	33,327	44,493	76
2012	33,928	32,920	44,282	77

SOURCE:Bureau of Economic Analysis: Regional Economic Accounts at website: www.bea.gov, 2012-2016; February 2018.

County Employment Statistics

	2012	**2013**	**2014**	**2015**	**2016**
Residence Based Employment					
Civilian Labor Force	6,890	6,500	6,430	6,400	6,180
Unemployed	700	650	550	500	480
Unemployment Rate	10.2	10.0	8.6	7.8	7.8
Employed	6,190	5,850	5,880	5,900	5,700
Establishment Based Employment					
Manufacturing	1,590	1,530	1,380	1,370	1,370
Non-manufacturing (Total)	2,800	2,720	2,680	2,590	2,480
Agriculture, Forestry, Fishing, Hunting	140	130	130	130	140
Mining	120	130	120	90	80
Utilities	30	30	30	30	20
Construction	170	120	120	90	50
Wholesale Trade	80	70	60	50	50
Retail Trade	360	360	340	340	330
Transportation & Warehousing	100	110	110	120	120
Information	140	130	130	130	130
Finance & Insurance	100	100	100	100	100
Real Estate, Rental & Leasing	50	40	40	30	20

Professional, Scientific & Technical Services	90	90	80	60	50
Management of Companies & Entertainment	20	20	20	20	20
Administrative Support & Waste Management	20	20	10	0	0
Educational Services	50	60	60	60	60
Health Care & Social Assistance	160	140	150	140	120
Arts, Entertainment & Recreation	0	0	0	0	0
Accommodation & Food Services	130	140	130	140	150
Other Services (except Public Administration)	70	60	70	100	100
Government	970	970	980	960	940
Education	440	430	430	420	410
Total Nonagricultural Employment	**4,390**	**4,250**	**4,060**	**3,960**	**3,850**

SOURCE: Annual Labor Force, Labor Market Information Department, Mississippi Employment Security Commission, February 2018. Note: This represents the most current information available as of February 2018.

County Unemployment Statistics

Year	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.	Dec.	Annual Average
2013	10.6	9.7	9.0	8.5	9.2	9.6	8.9	8.2	8.5	8.7	8.1	8.2	**8.9%**
2014	8.9	8.5	8.2	7.4	8.3	8.6	8.5	7.7	7.6	7.5	7.2	7.5	**8.0%**
2015	8.0	7.1	6.7	6.4	7.4	7.7	7.4	6.4	6.6	6.7	6.7	7.1	**7.0%**
2016	7.1	6.8	6.3	6.0	6.6	7.3	6.8	6.3	6.5	6.4	5.8	6.5	**6.5%**
2017	7.2	5.5	5.4	5.0	5.9	6.5	6.6	5.6	5.4	5.1	5.2	5.3	**5.7%**

SOURCE: *Annual Labor Force Report,* Labor Market Information Department, Mississippi Employment Security Commission, February 2018. Note: This represents the most current information available as of February 2018.

<u>Retail Sales</u>

State Fiscal Year Ended June 30	Gautier
2017	$174,079,615

2016	175,930,251
2015	167,817,984
2014	166,943,639
2013	175,199,039

SOURCE: Annual Report for each year shown, Mississippi Department of Revenue; March 2018.

Educational Facilities

The Pascagoula School District (the "District") currently consists of the entire City of Gautier, most of the City of Pascagoula and certain outlying areas in Jackson County not located in the city limits of the City of Gautier and the City of Pascagoula. The District currently operates nineteen (19) schools - ten elementary schools (K-5), two middle schools (6-8), two sixth grade academies, two high schools (9-12), and three specialty schools. Currently the District employs a total of approximately 1,300 people, with approximately 650 of those being certified teachers.

Enrollment figures for the District's current scholastic year and the previous four years are as follows:

Scholastic Year	Enrollment
2017-18	7,054
2016-17	7,256
2015-16	7,227
2014-15	7,129
2013-14	7,152

SOURCE: Pascagoula School District and Office of Research and Statistics, Mississippi Department of Education; February 2018.

TAX INFORMATION

Assessed Valuation[5]

Assessment Year	Real Property	Personal Property[6]	Public Utility Property	Total
2017	$88,910,357	$24,142,590	$7,518,392	$120,571,339

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[5] The total assessed valuation is approved in September preceding the fiscal year of the City and represents the value of real property, personal property and public utility property for the year indicated on which taxes are assessed for the following fiscal year’s budget. For example, the taxes for the assessed valuation figures for 2017 are collected starting in January 2018 for the 2017-18 fiscal year budget of the City.

[6] Personal Property includes mobile homes and automobiles.

2016	88,951,909	22,960,414	7,448,723	119,361,046
2015	84,931,947[7]	22,026,196	8,377,308	115,335,451
2014	89,505,278	23,885,955	8,356,674	121,747,907
2013	90,314.141	23,211,991	8,134,460	121,660,592

SOURCE: Jackson County Tax Assessor; March 2018.

Assessed valuations are based upon the following assessment ratios:

(a) Real and personal property (excluding single-family owner-occupied residential real property and motor vehicles, respectively), fifteen percent (15%) of true value;

(b) Single-family owner-occupied residential real property, ten percent (10%) of true value;

(c) Motor vehicles and public utility property, thirty percent (30%) of true value.

The 1986 Session of the Mississippi Legislature adopted House Concurrent Resolution No. 41 (the "Resolution"), pursuant to which there was proposed an amendment to the Mississippi Constitution of 1890 (the "Amendment"). The Amendment provided, inter alia, that the assessment ratio of any one class of property shall not be more than three times the assessment ratio on any other class of property.

The Amendment set forth five classes of property and the assessment ratios which would be applicable thereto upon the adoption of the Amendment. The assessment ratios set forth in the Amendment are identical to those established by Section 27-35-4, Mississippi Code of 1972, as it existed prior to the Amendment, except that the assessment ratio for single-family, owner-occupied residential real property under the Amendment is set at ten percent (10%) of true value as opposed to fifteen percent (15%) of true value under previously existing law.

Procedure for Property Assessments

The Tax Assessor of Jackson County assesses all real and personal property subject to taxation in the County, including property in the City, except motor vehicles and property owned by public service corporations, both of which are required by law to be assessed by the Mississippi Department of Revenue.

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

[7] Decrease in real property assessed value due to the demolition of commercial property during the 2015 tax year, and subsequent adjustments to the tax rolls.

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

Tax Levy per $1,000 Valuation[8]

	2017-18	2016-17	2015-16	2014-15	2013-14
General Purposes	31.89	26.79	26.79	28.59	26.79
Debt Service	8.11	8.11	8.11	8.11	6.75
Library	1.00	1.00	1.00	1.00	1.00
Public Safety	--	1.80	--	--	--
Total Levy	41.00	37.70	35.90	37.70	34.54

SOURCE: Office of the City Clerk; March 2018

Ad Valorem Tax Collections of the City[9]

Fiscal Year Ended September 30	Amount Budgeted	Amount Collected	Difference Over/(Under)
2017	$4,217,327	$4,327,480	$110,153
2016	4,107,909	4,113,896	5,987
2015	4,322,574	4,263,480	(59,094)
2014	3,217,821	3,183,344	(34,477)
2013	3,743,960	3,561,833	(182,127)

SOURCE: Office of the City Clerk; March 2018.

Procedure for Tax Collections

The Governing Body is required to levy a special tax upon all of the taxable property within the geographical limits of the City each year sufficient to provide for the payment of the principal of and interest on the City's general obligation bonds. If any taxpayer neglects or refuses to pay his taxes on the due date thereof, the unpaid taxes bear interest at the rate of one percent (1%) per month or fractional part thereof from the

[8] Tax levy figures are given in mills.

[9] Does not include school taxes.

delinquent date to the date of payment of such taxes. When enforcement officers take action to collect delinquent taxes, other fees, penalties and costs may accrue. Both real property and personal property are subject to public tax sale.

Section 21-33-63, Mississippi Code of 1972, as may be amended from time to time, and related statutes provide that after the fifteenth day of February and after the fifteenth day of August in each year, the tax collector for each municipality shall advertise all lands in such municipality on which all the taxes due and in arrears have not been paid, as well as all land liable for sale on the first Monday of April or the third Monday of September following, as the case may be.

Reappraisal of Property and Limitation on Ad Valorem Levies

Senate Bill No. 2672, General Laws of Mississippi, Regular Session 1980, codified in part as Sections 27-35-49 and 27-35-50, Mississippi Code of 1972 (the "Reappraisal Act"), provides that all real and personal property in the State shall be appraised at true value and assessed in proportion to true value. To insure that property taxes do not increase dramatically as the counties complete reappraisals, the Reappraisal Act provides for the limit on increase in tax revenues discussed below.

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

On August 20, 1980, the Mississippi Supreme Court rendered its decision in State Tax Commission v. Fondren, 387 So.2d 712, affirming the decree of the Chancery Court of the First Judicial District of Hinds County, Mississippi, wherein the Mississippi Department of Revenue (formerly the State Tax Commission) was enjoined from accepting and approving assessment rolls from any county in the State for the tax year 1983 unless the Mississippi Department of Revenue equalized the assessment rolls of all of the counties. Due to the intervening passage of the Reappraisal Act, the Supreme Court reversed that part of the lower court's decree ordering the assessment of property at true value (although it must still be appraised at true value), holding instead that assessed value may be expressed as a percentage of true value. Pursuant to the Supreme Court modification of the Chancellor's decree, on November 15, 1980, the Mississippi Department of Revenue filed a master plan to assist counties in determining true value. On February 7, 1983, the Chancery Court granted an extension until July 1, 1984, of its previous deadline past which the Mississippi Department of Revenue could not accept and approve tax rolls from counties which had not yet reappraised. The City has completed reappraisal.

Homestead Exemption

The Mississippi Homestead Exemption Law of 1946 reduces the local tax burden on homes qualifying by law and substitutes revenues from other sources of taxation on the State level as a reimbursement to the local taxing units for such tax loss. Provisions of the homestead exemption law determine qualification, define ownership and limit the amount of property that may come within the exemption. The exemption is not applicable to taxes levied for the payment of the Bonds, except as hereinafter noted.

Those homeowners who qualify for the homestead exemption and who have reached the age of sixty-five (65) years on or before January 1 of the year for which the exemption is claimed, service-connected, totally disabled American veterans who were honorably discharged from military service and those qualified as disabled under the federal Social Security Act are exempt from any and all ad valorem taxes on qualifying homesteads not in excess of $7,500 of assessed value thereof.

The tax loss resulting to local taxing units from properly qualified homestead exemptions is reimbursed by the Mississippi Department of Revenue. Beginning with the 1984 supplemental ad valorem tax roll and for each roll thereafter, no taxing unit shall be reimbursed an amount in excess of one hundred six percent (106%) of the total net reimbursement made to such taxing unit in the next proceeding year.

Largest Taxpayers

The ten largest taxpayers in the City of Gautier for assessment year 2017 are as follows:

Taxpayer	Assessed Valuation	Taxes Collected
SINGING RIVER EPA	6,585,489	270,005.05
LOWE'S HOME CENTERS, INC #2700	1,649,659	67,636.01
BIENVILLE MEDICAL	1,491,045	61,132.85
KLP TOULON APARTMENTS, LP	1,383,874	56,738.84
RESERVE OF GAUTER, LLC	755,468	30,974.19
OCEAN ESTATES II, LLC	698,489	28,637.70
VILLAS OF HICKORY HILLS, INC	682,322	27,975.21
BELK	526,198	21,574.12
JERRY LEE'S	510,104	20,914.26
MS APARTMENTS LLC	436,411	17,892.85
Totals:	$14,719,0596	$603,481.08

SOURCE: Office of the Jackson County Tax Collector; March 2018.

DEBT INFORMATION

Legal Debt Limit Statement

(As of March 1, 2018)

	15% Limit	20% Limit
Authorized Debt Limit (Last Completed Assessment for Taxation - $120,571,339)	$18,085,701	$24,114,268
Present Debt Subject to Debt Limits	5,605,000	5,605,000
Margin for Further Debt Under Debt Limits	$12,480,701	$18,509,268

Statutory Debt Limits

The City is subject to a general statutory debt limitation under which no municipality in the State may incur general obligation bonded indebtedness in an amount which will exceed fifteen percent (15%) of the assessed value of the taxable property within such municipality according to the last completed assessment for taxation.

In computing general obligation bonded indebtedness for purposes of such fifteen percent (15%) limitation, there may be deducted all bonds or other evidences of indebtedness issued for school, water and sewerage systems, gas and light and power purposes and for the construction of special improvements primarily chargeable to the property benefited, or for the purpose of paying a municipality's proportion of any betterment program, a portion of which is primarily chargeable to the property benefited. However, in no case may a municipality contract any indebtedness payable in whole or in part from proceeds of ad valorem taxes which, when added to all of its outstanding general obligation indebtedness, both bonded and floating, exceeds twenty percent (20%) of the assessed value of the taxable property within such municipality.

In arriving at the limitations set forth above, bonds issued for school purposes, bonds payable exclusively from the revenues of any municipally-owned utility, general obligation industrial bonds issued under the provisions of Sections 57-1-1 to 57-1-51, Mississippi Code of 1972, as amended, and special assessment improvement bonds issued under the provisions of Sections 21-41-1 to 21-41-53, Mississippi Code of 1972, as amended, are not included. Also excluded from both limitations are contract obligations subject to annual appropriations.

Outstanding General Obligation Bonded Debt

(As of March 1, 2018)

Issue	Date of Issue	Outstanding Principal
General Obligation Katrina Loan Refunding Bonds, Series 2010	02/01/10	$540,000
General Obligation Bonds, Series 2010	08/01/10	$5,065,000
Total		$5,605,000

Outstanding Water and Sewer Revenue Bond Debt

(As of March 1, 2018)

Issue	Date of Issue	Outstanding Principal

State Revolving Fund Loan #3[10]	01/06	$636,265.46
State Revolving Fund Loan #4[6]	09/06	$747,419.53
State Revolving Fund Loan #4[6]	10/06	$970,628.05
State Revolving Fund Construction Loan #5[6]	06/08	$234,226.01
State Revolving Fund Construction Loan #6[6]	09/09	$462,190.32
State Revolving Fund Construction Loan #7[6]	09/09	$1,135,404.90
Combined Utility System Revenue Refunding Bonds, Series 2012[11]	5/31/12	$1,390,000.00
Promissory Note (Combined Utility System Revenue Project)[12]	8/13/13	$2,955,000.00
Total		$8,531,134.27

SOURCE: Office of the City Clerk; March 2018.

[10] The SRF Loans of the State to the City were for the benefit of the City combined water and sewer system (the "System"). The SRF Loans have a lien on Revenues of the System; however, the debt service is collected by the Mississippi Department of Revenue by diverting sales tax collections prior to remittance of the sales tax to the City.

[11] Payable solely from the revenues derived from the operation of the combined utility system of the City, subject to the prior payment of the reasonable and necessary expense of operating and maintaining the System and the payment of the SRF loans as described in the bond resolution.

[12] Loan from the Mississippi Development Bank (the "Bank") secured by a Promissory Note under a Loan Agreement between the Bank and the City and is secured by revenues of the City derived from the operation of the combined utility system. The Promissory Note and Loan Agreement secure the Bank's $3,500,000 Special Obligation Bonds, Series 2013 (Gautier, Mississippi Combined Utility System Revenue Project), dated August 13, 2013.

General Obligation Annual Debt Service Requirements

FY Ending September 30			
	Principal	Interest	Total
2018	580,000.00	199,347.51	779,347.51
2019	600,000.00	180,627.51	780,627.51
2020	630,000.00	161,262.51	791,262.51
2021	370,000.00	145,868.76	515,868.76
2022	385,000.00	134,768.76	519,768.76
2023	405,000.00	122,256.26	527,256.26
2024	390,000.00	109,093.76	499,093.76
2025	400,000.00	95,443.76	495,443.76
2026	405,000.00	81,443.76	486,443.76
2027	415,000.00	66,762.50	481,762.50
2028	420,000.00	51,200.00	471,200.00
2029	425,000.00	34,400.00	459,400.00
2030	435,000.00	17,400.00	452,400.00
Total	$ 5,860,000.00	$1,399,875.09	$7,259,875.09

Overlapping/Underlying General Obligation Indebtedness

(As of February 2018)

Political Subdivision	2010 Population	Current Assessed Valuation	General Obligation Bonded Debt	General Obligation Bonded Debt Per Capita
Jackson County[13]	139,668	$2,037,038,757	$8,155,949	$58.40

School District	Current Assessed Valuation	General Obligation Bonded Debt
Pascagoula School District	$1,030,082,460[14]	$0.00[15]

[13]Source: County Administrator, February 2018.

[14] Source: County Administrator, February 2018.

[15] Source: School district's FY 2017 Audit.

APPENDIX B

INFORMATION ON THE SYSTEM

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APPENDIX B

INFORMATION ON THE COMBINED UTILITY SYSTEM

CITY OF GAUTIER, MISSISSIPPI

FISCAL YEAR 2017

General

The Gautier Utility District (the "District") was originally created in 1973 under the provisions of Senate Bill 2251, Local and Private Laws of Mississippi, Regular Session, 1966, as a combined water and sewer utility and a fire protection district. The District's service area was five miles west of the City of Pascagoula, Mississippi, the County seat, and 20 miles east of Biloxi, Mississippi.

On July 31, 2002, the City, through an annexation of the property within the District, assumed the operation and maintenance of the District and the System as well as the obligations of the District. The City's service area is bounded on the east by the West Pascagoula River, to the northwest by the Mississippi Sandhill Crane National Wildlife Refuge and to the south by the Gulf of Mexico (the "Service Area"). Opportunity for growth exists to the west, south of the refuge, and to the north. Nearly all of the densely populated areas within the Service Area are being served. The City continues to make a concerted effort to enhance the revenue potential of the System by improved internal control and customer additions.

The Water System

The City currently provides water service to approximately 6,976 customers (computing commercial users on a residential customer equivalent basis). The Service Area's water supply source consists of eight ground wells located throughout the Service Area with a combined pumping capacity of 4,410 gallons per minute, the largest well delivering 850 gallons per minute. Treatment of the groundwater is accomplished at the well heads. As the City has developed, it has always utilized water wells for its water source. Currently, the wells supplying the Service Area are all in the Pascagoula Formations (depth 600' to 800'). The Service Area's groundwater sources are of such quality so as to only require chlorination prior to entering the System. Water storage is comprised of four elevated tanks with a capacity of 1,000,000 gallons. The largest storage tank holds 500,000 gallons. At present, the Service Area has approximately 120 miles of water lines in service. The overall condition of the water system is fair to good. The average daily consumption is approximately 1.26 million gallons.

The Sewer System

The City's sewer system is made up of approximately 13.5 miles of interceptors and 103 miles of collection lines. The City's sewer system is connected via two pump stations and a force main to the facilities of the Jackson County Utility Authority (the "Authority"), that, through a contractual arrangement, provides treatment of the collected wastewater. The City is a member of the joint venture of the Authority, which was established by an act of the State Legislature to design and implement a water pollution abatement plan. The Authority is responsible for the operations and maintenance of the wastewater treatment plants for the cities of Gautier, Moss Point, Ocean Springs and Pascagoula. The Authority enters into subscription agreements with each of the governing bodies and districts to fund its operations.

Currently, the City's average flow of wastewater to the Authority's treatment system is 1,500,000 gallons per day. The Authority has a design capacity of 4,000,000 gallons per day.

The City's monthly payment for wastewater treatment is established prior to the beginning of each fiscal year based on a formula used for projecting the City's expected wastewater flows. Because the amount of wastewater actually treated will differ from the amount estimated to be treated, the monthly fee paid to the Authority is further adjusted by the amount by which the City either overpaid or underpaid in the preceding year.

The City has taken various actions as a precaution to the possibility of volatile wastewater treatment costs in future fiscal years. The City has established a Rate Stabilization Fund. The amounts on hand in the Rate Stabilization Fund may be withdrawn by the City for the purpose of payment of any Current Expenses incurred including the payment of wastewater treatment costs.

Fire Protection

The fire protection facilities of the City include three fire stations. The three stations, are located within the corporate limits of the City, and are owned and operated by the City.

Mandatory Connections

On June 16, 1986, the Board of Supervisors of the County, having previously created the District on July 3, 1973, unanimously adopted a resolution requiring connection to the System of all dwellings and buildings in the Service Area of the District within reasonable proximity to the System. Refusal to connect to the System is a misdemeanor and subjects the offender to a fine not to exceed $100 to be imposed by any court of competent jurisdiction, with each day that the subject dwelling or building is unconnected constituting a separate offense.

Utility Rate Schedule

The following table sets forth the utility rate schedule for water and sewer customers in the City:

	Prior Rates				Current Rates[1]	
	As of 10/01/96	As of 10/01/02	As of 9/19/06	As of 10/01/08	2015	2016
Gallons	3,000	3,000	3,000	3,000	2000	3000
Water						
First 2,000 Gallons	$16.31	$17.76	$18.45	$19.30	$14.15	$25.50
Over 2,000 Gallons (per 1,000 Gallons)	3.50	3.81	4.00	4.14	7.60	
Sewer						
First 2,000 Gallons	13.33	17.76	18.45	19.30	6.47	12.30
Over 2,000 Gallons (per 1,000 Gallons)	2.86	3.81	4.00	4.14	4.74	4.10
Wastewater Treatment						
First 2,000 Gallons	2.98	0.00	0.00	0.00	9.71	14.70

Over 2,000 Gallons (per 1,000 Gallons)	0.64	0.00	0.00	0.00	4.98	4.90
Garbage						
Monthly Charge	0.00	0.00	12.67	17.00	17.00	17.00
Minimum Average Bill						
	32.62	35.52	49.57	55.60	47.33	69.50

[1] Following the City's annexation in 2002, the City has not billed their citizens/customers for fire protection or wastewater treatment. Fire protection is provided through the City's general fund budget and wastewater treatment is included in the sewer charges. Information as of March 2018.

In the event that the anticipated increase in revenues attributable to the increased customer base and rate schedule is insufficient to pay the capitalization and operating costs of the System in future years, the City is committed to increasing water and sewer rates to the extent necessary to meet any such shortfalls in revenue that may occur.

Management of the System

The System is a division of the City and is operated and maintained by the City. The System is governed by the Governing Body and is administered by the Department of Public Works. The daily operations of the System are performed by the division head and 35 employees. The City prepares financial statements for the System.

Establishment of Rates

Rates for water and sewer services are established by the Governing Body. The City's current rate schedule was adopted by the Governing Body on October 1, 2010. Newly adopted rates become effective as to each user one month after they have been adopted by the Governing Body provided however, that such newly adopted rates may become effective immediately upon the unanimous approval of the Governing Body based on a finding of good cause and a statement in the adopting ordinance of the reason why it is necessary that the new rate become effective immediately.

Customers Served By City

The following table shows the number of customers served by the City from 2013 to 2017:

FY Ending September 30	Customers
2017	7,346 (Metered Accounts)
2016	7,326 (Metered Accounts)
2015	7,209 (Metered Accounts)
2014	7,300 (Metered Accounts)

Ten Largest Water System Users

The below table shows the ten largest water system users in the Service Area for the fiscal year ended September 30, 2017:

TEN LARGEST USERS	TOTAL WATER CHARGES
KLP TOULAN	$84,941.64
SINGING RIVER APTS	$61,515.88
FOREST CITY	$59,710.26
BAYOU VILLAGE	$52,142.43
SUN SUITES	$50,462.75
RIVER BEND	$49,457.61
MAGNOLIA OAKS	$47,144.71
FOREST CITY	$44,933.37
GLENMARK APTS	$43,007.86
RIVER CHASE VILLAGE	$31,303.95

The current capacity of the City's water system is as follows:

Current Water System	Number of Gallons per day
Capacity	640,150,688
Peak daily load	2,500,000
Average daily usage	1,753,837

The current capacity of the City's sewer system is as follows:

Current Sewer System	Number of Gallons per day
Capacity	6,000,000
Peak Daily load	4,000,000
Average daily usage	2,000,000

Revenues Available for Debt Service

The following schedules, based on projections and information supplied by the City set forth the actual and projected Net Revenues of the System for the period of Fiscal Years 2010 to 2018. Rates for the System are based on a rate schedule adopted by the Governing Body in September 19, 1996, October 1, 2008 and October 1, 2010. (See "THE COMBINED UTILITY SYSTEM – Utilities Rate Schedule," herein). Historical calculations for the combined utility system of the City were based on actual data in the City's annual audits (Fiscal Years 2010-2016), unaudited financial data for Fiscal Year 2017 and budgeted financial data for Fiscal Year 2018. Fiscal Years 2017-2018 projections for the System as combined are based on projected growth of 1% per year in revenues plus rate increases and 3% per year in expenses. Historical debt service coverage for the System for Fiscal Years 2010-2017 ranges from a low of 1.23% in Fiscal Year 2016 to a high of 2.33% in Fiscal Year 2014. The following schedules should be reviewed based on the following assumptions:

6. Water rates adopted by the Governing Body in October 1, 2010 are currently in place for the System;
7. Sewer rates adopted by the Governing Body in October 1, 2010 are currently in place for the System;
8. Water and sewer usage is projected to remain constant;
9. Revenue projections of 1% growth, as applicable, and expense projections of 3% growth; and
10. Debt service based on the following:

Historical Statement of Revenues, Expenditures and Debt Service Coverage*	**Historical**			**Projected**	
	Fiscal Year 2014 Audited	**Fiscal Year 2015 Audited**	**Fiscal Year 2016 Audited**	**Fiscal Year 2017 Unaudited**	**Fiscal Year 2018 Projected**
REVENUES					
Charges for Services	5,685,444	5,531,232	6,907,460	8,445,782	8,382,818
Miscellaneous	1,826,091	499,867	504,227	515,697	561,000
Year End Balance	1,260,826	1,953,469	800,806	769,436	1,845,075
Transfers In		120,000	448,009	0	0
TOTAL REVENUES	$8,772,360	$8,104,568	8,660,502	9,730,915	10,788,893
EXPENSES					
Personnel	96,512	3,291	0	0	249,133
Wastewater Exp.	1,411,032	1,570,236	2,132,125	2,157,216	2,088,384

Utilities/Supplies	362,100	182,069	291,810	199,392	330,000
Maintenance	256,360	362,383	85,253	2,794	154,000
Other Services	1,926,296	2,661,982	3,083,721	2,943,710	2,945,643
Transfers Out		418,506	0	200,000	536,000
Contingencies		0	0	0	200,000
TOTAL EXPENSES	$4,052,300	$5,198,467	5,592,909	5,503,112	6,503,160
REVENUES AVAILABLE FOR DEBT SERVICE	$4,720,061	$2,906,101	3,067,593	4,227,803	4,285,733
DEBT OBLIGATIONS					
2012 Revenue Bonds	1,408,285	1,400,500	1,404,600	1,398,200	1,396,350
2013 MDB Revenue Bonds	.00	265,361	262,907	265,131	266,257
Energyserv/Water Meters		143,725	287,450	287,450	287,450
SRF Loans		521,125	521,125	521,125	521,125
TOTAL DEBT	$1,929,373	2,330,711	2,476,082	2,471,906	2,471,182
DEBT SERVICE COVERAGE	2.33	1.25	1.23	1.71	1.73

*Assumptions:

Year 2014 reflects no growth in revenues and 1.67% growth in expenses.

Years 2015 and 2016 reflects 1.00% growth in revenues and 3.00% growth in expenses. Debt Obligations outstanding as stated in Water and Sewer Revenue Debt Outstanding under “Revenues Available for Debt Service” above and the Note.

Outstanding Water and Sewer Revenue Bond Debt

(As of March 1, 2018)

Issue	Date of Issue	Outstanding Principal
State Revolving Fund Loan #3[16]	01/06	$636,265.46
State Revolving Fund Loan #4[6]	09/06	$747,419.53
State Revolving Fund Loan #4[6]	10/06	$970,628.05
State Revolving Fund Construction Loan #5[6]	06/08	$234,226.01
State Revolving Fund Construction Loan #6[6]	09/09	$462,190.32
State Revolving Fund Construction Loan #7[6]	09/09	$1,135,404.90
Combined Utility System Revenue Refunding Bonds, Series 2012[17]	5/31/12	$1,390,000.00
Promissory Note (Combined Utility System Revenue Project)[18]	8/13/13	$2,955,000.00
Total		$8,531,134.27

SOURCE: Office of the City Clerk; March 2018.

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[16] The SRF Loans of the State to the City were for the benefit of the City combined water and sewer system (the "System"). The SRF Loans have a lien on Revenues of the System; however, the debt service is collected by the Mississippi Department of Revenue by diverting sales tax collections prior to remittance of the sales tax to the City.

[17]Payable solely from the revenues derived from the operation of the combined utility system of the City, subject to the prior payment of the reasonable and necessary expense of operating and maintaining the System and the payment of the SRF loans as described in the bond resolution.

[18] Loan from the Mississippi Development Bank (the "Bank") secured by a Promissory Note under a Loan Agreement between the Bank and the City and is secured by revenues of the City derived from the operation of the combined utility system. The Promissory Note and Loan Agreement secure the Bank's $3,500,000 Special Obligation Bonds, Series 2013 (Gautier, Mississippi Combined Utility System Revenue Project), dated August 13, 2013.

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APPENDIX C

AUDIT

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FINANCIAL STATEMENT FOR FISCAL YEAR

ENDED SEPTEMBER 30, 2017

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APPENDIX D

FORM OF CONTINUING DISCLOSURE CERTIFICATE

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CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "***Disclosure Certificate***") is executed and delivered by the City of Gautier, Mississippi (the "***Issuer***") in connection with the issuance of $4,000,000 City of Gautier, Mississippi Combined Water and Sewer System Revenue Bonds, Series 2018, dated ___________, 2018 (the "***Bonds***") of the Issuer. The Issuer covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered and constitutes the written undertaking by the Issuer for the benefit of the owners, including beneficial owners, or holders of the Bonds (the "***Bondholders***"), required by Section (b)(5) of Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (17 CFR Part 240, § 240.15c2-12), and is further executed and delivered in order to assist the Participating Underwriter (as defined herein) in complying with Securities and Exchange Commission Rule 15c2-12(b)(5) (the "***Rule***").

SECTION 2. Definitions. In addition to the definitions set forth in the Bond Resolution (the "***Bond Resolution***"), which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Audited Financial Statements" means the most recent, publicly available Issuer's annual financial statements, prepared in accordance with GAAP for governmental units as prescribed by GASB, which financial statements shall have been audited by such auditor as shall be then required or permitted by the laws of the State of Mississippi (the "**State**").

"Beneficial Owner" shall mean any person who has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

"Business Day" means any day, other than a Saturday or Sunday, on which the Paying Agent or the Courthouse of the County is not closed and on which the payment system of the Federal Reserve System, New Orleans branch, is operational.

"Disclosure Representative" shall mean the City Clerk of the Issuer or his or her designee, or such other officer or employee as the Issuer shall designate in writing from time to time.

"EMMA" shall mean the internet-based portal referred to as the Electronic Municipal Market Access system operated by the Municipal Securities Rulemaking Board. The online address of EMMA is www.emma.msrb.org.

"GAAP" shall mean generally accepted accounting principles, as such principles are prescribed, in part, by the Financial Accounting Standards Board and modified by the Government Accounting Standards Board and in effect from time to time.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"MSRB" shall mean the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the single centralized repository for the collection and availability of continuing disclosure documents for purpose of the Rule. The continuing disclosure documents must be provided to the MSRB in searchable portable document format (PDF) to the following:

Municipal Securities Rulemaking Board
Electronic Municipal Market Access Center
www.emma.msrb.org

"1934 Act" shall mean the Securities Exchange Act of 1934, as amended from time to time.

"Participating Underwriter" shall mean the original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Official Statement" shall mean the final Official Statement for the Bonds dated ______________________, 2018.

"Paying Agent" shall mean _______________, ______, ______________.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the 1934 Act, as the same may be amended from time to time.

"Securities Counsel" shall mean legal counsel expert in federal securities law.

SECTION 3. Provision of Annual Reports.

(a) The Issuer shall not later than twelve (12) months after the end of each fiscal year (the "***Report Date***"), commencing September 30, 2018, provide to the MSRB through EMMA the Annual Report, which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the Audited Financial Statements and/or the Budget of the Issuer may be submitted separately from the balance of the Annual Report.

(b) The Issuer may adjust the Report Date if the Issuer changes its fiscal year (October 1 to September 30) (the "***Fiscal Year***") by providing written notice of the change of Fiscal Year and the new Report Date to the MSRB; provided that the new Report Date shall no more than twelve (12) months after the end of the new Fiscal Year and provided further that the period between the final Report Date relating to the former Fiscal Year and the initial Report relating to the new Fiscal Year shall not exceed one (1) year in duration.

(c) If the Issuer is unable to provide to the MSRB the Annual Report, including Audited Financial Statements by the date required in subsection (a), the Issuer shall send or cause to be sent a notice to the MSRB in substantially the form attached hereto as **EXHIBIT A**.

(d) If the Issuer is unable to provide the Audited Financial Statements by the date required in subsection (a), the Issuer shall provide notice to the MSRB in substantially the form attached hereto as **EXHIBIT A**, and provide the Audited Financial Statements, when available, to the MSRB.

(e) In accordance with MSRB Notice 2009-04 (January 9, 2009), the filing requirements set forth in Sections 3(a) and 5 hereof shall be satisfied exclusively by submitting to EMMA the Annual Report and Listed Events described herein.

SECTION 4. Content of Annual Reports. The Issuer's Annual Report shall contain or incorporate by reference the information described below:

(i) The Audited Financial Statements, if available,

(ii) The accounting principles pursuant to which the Audited Financial Statements were prepared, and

(iii) The operating and financial information set forth in **EXHIBIT B**, which is the operating and financial information of the System contained in the Official Statement.

The Issuer's financial statements shall be audited and prepared in accordance with GAAP with such changes as may be required from time to time in accordance with the laws of the State.

The Issuer reserves the right to cross-reference any or all such annual financial information and operating data to other documents to be provided to the MSRB.

The Issuer reserves the right to modify from time to time the specific types of information provided or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the Issuer; provided that the Issuer agrees that any such modification will be done in a manner consistent with the Rule as provided in Section 7 hereof.

Any or all of the items listed above may be included by specific reference to other documents available to the public on the MSRB's Internet Web site or filed with the Securities and Exchange Commission (the "***SEC***"). The Issuer shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Listed Events.

(a) The Issuer covenants to provide, or cause to be provided, to the MSRB notice of the occurrence of any of the following events with respect to the Bonds, in a timely manner not in excess of ten (10) Business Days after the occurrence of the event:

(1) Principal and interest payment delinquencies;

(2) Non-payment related defaults, if material;

(3) Unscheduled draws on debt service reserves, if any, reflecting financial difficulties;

(4) Unscheduled draws on credit enhancements reflecting financial difficulties;

(5) Substitution of credit or liquidity providers, or their failure to perform;

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(7) Modifications to rights of Bondholders, if material;

(8) Bond calls, if material, and tender offers;

(9) Defeasances;

(10) Release, substitution, or sale of property, if any, securing repayment of the Bonds, if material;

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership, or similar event of the Issuer;

(13) The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and/or

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(b) If the Issuer determines that a Listed Event has occurred, the Issuer shall promptly cause a notice of such occurrence to be filed with the MSRB, through EMMA. In connection with providing a notice of the occurrence of a Listed Event described in subsection (a)(9), the Issuer shall include in the notice explicit disclosure as to whether the Bonds have been escrowed to maturity or escrowed to call, as well as appropriate disclosure of the timing of maturity or call.

(c) The Issuer acknowledges that the “rating changes” referred to above in Section 5(a)(11) of this Disclosure Certificate may include, without limitation, any change in any rating on the Bonds or other indebtedness for which the Issuer is liable.

(d) The Issuer acknowledges that it is not required to provide a notice of a Listed Event with respect to credit enhancement when the credit enhancement is added after the primary offering of the Bonds, the Issuer does not apply for or participate in obtaining such credit enhancement, and such credit enhancement is not described in the Official Statement.

SECTION 6. Mandatory Electronic Filing with EMMA. All filings with the MSRB under this Disclosure Certificate shall be made by electronically transmitting such filings through the EMMA Dataport at http://www.emma.msrb.org, as provided by the amendments to the Rule adopted by the SEC in Securities Exchange Release No. 59062 on December 5, 2008.

SECTION 7. Amendment; Waiver.

(a) Notwithstanding any other provision of this Disclosure Certificate, this Disclosure Certificate may be amended, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(1) If the amendment or waiver relates to the provisions of Section 3(a), 3(b), 3(c), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, a change in law or a change in the identity, nature, or status of the Issuer or the type of business conducted by the Issuer;

(2) This Disclosure Certificate, as so amended or taking into account such waiver, would, in the opinion of Securities Counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(3) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Bondholders or Beneficial Owners.

(b) In the event of any amendment to, or waiver of a provision of, this Disclosure Certificate, the Issuer shall describe such amendment or waiver in the next Annual Report and shall include an explanation of the reason for such amendment or waiver. In particular, if the amendment results in a change to the annual financial information required to be included in the Annual Report pursuant to Section 4 of this Disclosure Certificate, the first Annual Report that contains the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of such change in the type of operating data or financial information being provided. Further, if the annual financial information required to be provided in the Annual Report can no longer be generated because the operations to which it related have been materially changed or discontinued, a statement to that effect shall be included in the first Annual Report that does not include such information.

(c) If the amendment results in a change to the accounting principles to be followed in preparing financial statements as set forth in Section 4 of this Disclosure Certificate, the Annual Report for the Fiscal Year in which the change is made shall include a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of such differences and the impact of the changes on the presentation of the financial information. To the extent reasonably feasible, the comparison shall also be quantitative. A notice of the change in accounting principles shall be filed by the Issuer with the MSRB.

SECTION 8. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or Notice of Material Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or Notice of Material Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or Notice of Material Event.

SECTION 9. Failure to Comply. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate any Participating Underwriter or any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. Provided, with respect to matters relating to the adequacy of the information required by the Rule, only bondholders aggregating not less than twenty-five percent (25%) of the aggregate principal amount of the Bonds outstanding may exercise remedies with respect thereto. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Bond Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance. The Paying Agent shall not have any power or duty to enforce this Disclosure Certificate.

SECTION 10. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Participating Underwriter and the owners, including Beneficial Owners, or holders of the Bonds, and shall create no rights in any other person or entity.

SECTION 11. Transmission of Information and Notices. Unless otherwise required by law or this Disclosure Certificate and, in the sole determination of the Issuer, subject to technical and economic feasibility, the Issuer shall employ such methods of information and notice transmission as shall be requested or recommended by the herein designated recipients of such information and notices.

SECTION 12. Governing Law. This Disclosure Certificate shall be construed and interpreted in accordance with the laws of the State, and any suits and actions arising out of this Disclosure Certificate shall be instituted in a court of competent jurisdiction in the State. Notwithstanding the foregoing, to the extent this Disclosure Certificate addresses matters of federal securities laws, including the Rule, this Disclosure Certificate shall be construed and interpreted in accordance with such federal securities laws and official interpretations thereof.

SECTION 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Participating Underwriter and the owners, including Beneficial Owners, or holders of the Bonds, and shall create no rights in any other person or entity.

CITY OF GAUTIER, MISSISSIPPI

By: ____

Mayor

ATTEST:

____

City Clerk

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Gautier, Mississippi

Name of Bond Issue: $4,000,000 City of Gautier, Mississippi Combined Water and Sewer System Revenue Bonds, Series 2018

Date of Issuance: _____________, 2018

CUSIP Number: ____________________

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Certificate dated __________________, 2018. The Issuer anticipates that the Annual Report will be filed by ____________________________.

Dated: _______________

CITY OF GAUTIER, MISSISSIPPI

By:____

Authorized Officer

EXHIBIT B

Name of Issuer: City of Gautier, Mississippi

Name of Bond Issue: $4,000,000 City of Gautier, Mississippi Combined Water and Sewer System

Date of Issuance: ______________, 2018

CUSIP Number: ________________

The following is an estimated breakdown of water and sewer charges for residential, commercial and industrial customers of the water and sewer system as of September 30, 20______:

	Residential Customers	Commercial and Industrial Customers	TOTAL
Water charges:			
Sewer charges:			
TOTAL			

The total number of current water customers within the System is approximately ________. The total number of gallons of water used annually is approximately _____ million gallons for calendar year 20______.

The ten largest users of water per gallon/per month are listed below as of _________, 20____:

TEN LARGEST CUSTOMERS:	USAGE (gallons per month)

Current Water System	Number of Gallons per day
Capacity	______ million gallons*
Peak daily load	______ million gallons
Average daily usage	______ million gallons

* Based on 24 hour capacity

The ten largest users of sewer per gallon/per month are listed below as of _________ 20____:

TEN LARGEST CUSTOMERS:	USAGE (gallons per month)

The current capacity of the sewer system is as follows:

Current Sewer System	Number of Gallons per day
Peak daily load	_______ MGD
Average daily usage	________ MGD

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APPENDIX E

FORM OF OPINION OF BOND COUNSEL

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[FORM OF OPINION OF BOND COUNSEL]

Mayor and City Council

City of Gautier, Mississippi

RE: $4,000,000 City of Gautier, Mississippi Combined Water and Sewer System Revenue Bonds, Series 2018

Dear Sirs:

We have acted as Bond Counsel ("***Bond Counsel***") for the City of Gautier, Mississippi (the "***City***"), in connection with the issuance of the City of Gautier Mississippi Combined Water and Sewer System Revenue Bonds, Series 2018, dated ___________, 2018, in the total authorized aggregate principal amount of $4,000,000 (the "***Bonds***").

The Bonds bear interest, mature and may be transferred and exchanged as set out in the Bonds and in the resolution adopted by the Mayor and City Council of the City on April 3, 2018 authorizing their issuance (the "***Bond Resolution***"). The Bonds are subject to redemption prior to maturity to the extent provided in the Bond Resolution. Capitalized terms contained and not defined herein shall have the same meaning as set forth in the Bond Resolution.

We have acted as Bond Counsel for the sole purpose of rendering an opinion with respect to the legality and validity of the Bonds under the laws of the State of Mississippi (the "***State***"), and with respect to the exemption of interest on the Bonds from federal and State income taxation. Regarding questions of fact material to our opinions, we have not investigated or verified original proceedings, records, data, or other material, but have relied solely upon the certified transcript of proceedings described in the following paragraph and on the authenticity, truthfulness, and completeness set forth in such documents, instruments, and certificates. We have not assumed any responsibility with respect to the financial condition or capabilities of the City or the disclosure thereof in connection with the sale of the Bonds.

In our capacity as Bond Counsel, we have participated in the preparation of and have examined a certified transcript of proceedings pertaining to the Bonds which contains copies of certain proceedings of the City, customary certificates of officers, agents and representatives of the City and other public officials and other matters relating to the authorization and issuance of the Bonds including a certification of the City prepared pursuant to Section 1.148-2(b)(2)(i) of the United States Treasury Regulations (the "***Non-Arbitrage Certificate***"). We have also examined Bond No. 1 of this issue.

Based on such examination, and subject to the following qualifications, it is our opinion, on the date hereof, that:

1. The transcript of proceedings evidences complete legal authority for the issuance of the Bonds in full compliance with the laws of the State presently in effect, and that the Bonds constitute valid and legally binding limited obligations of the City, payable from and secured by the Net Revenues of the combined water and sewer system of the City (the "***System***") derived from the operation of the System, subject to the parity lien of the City's $9,185,000 Combined Utility System Revenue Refunding Bonds, Series 2012, dated May 31, 2012 and the City's $3,500,000 Promissory Note (Gautier, Mississippi Combined Utility System Revenue Project), dated August 13, 2013, securing the $3,500,000 Mississippi Development Bank Special Obligation Bonds, Series 2013 (Gautier, Mississippi Combined Utility System Revenue Project), dated August 13, 2013.

2. Under existing law, regulations, and court decisions, as presently interpreted and construed, interest on the Bonds is exempt from all present income taxes imposed by the State.

3. Under existing law, regulations, and court decisions, as presently interpreted and construed, interest on the Bonds is excludable from gross income of the owners thereof for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and interest on the Bonds is not treated as a specific item of tax preference under Section 57 of the Code in calculating the alternative minimum tax imposed by Section 55 of the Code. Such interest, however, is taken into account in determining "adjusted current earnings" of certain corporations for purposes of computing the alternative minimum tax.

The Mayor and City Council of the City, acting for and on behalf of the City, have covenanted in the Bond Resolution that the City will not make any use of the gross proceeds of the Bonds or amounts that may be treated as proceeds of the Bonds or do or take or omit to take any other action that would cause: (i) the Bonds to be "arbitrage bonds" as such term is defined in Section 148(a) of the Code and the Regulations promulgated thereunder; (ii) the interest on the Bonds to be includable in the gross income of the registered owners for federal income taxation purposes; or (iii) the interest on the Bonds to be treated as an item of tax preference under Section 57(a)(5) of the Code. Failure of the City to comply with such covenants could result in the interest on the Bonds being subject to federal income tax from the date of issue.

In rendering the foregoing opinion, Bond Counsel has assumed the continuing compliance by the City with the tax covenants and representations in the Bond Resolution and the representations in the Non-Arbitrage Certificate. These requirements relate to, *inter alia,* the use and investment of the gross proceeds of the Bonds, the use of any facility, equipment or improvement financed or refinanced directly or indirectly with the proceeds of the Bonds and rebate to the United States Treasury of specified arbitrage earnings, if any. Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken) or events occurring (or not occurring) after the date of issuance of the Bonds have resulted in a failure of the City to comply with its covenants. Failure of the City to comply with such covenants could result in the interest on the Bonds becoming subject to federal income tax from the date of issue.

Section 265(b)(1) of the Code provides that certain financial institutions may not deduct the portion of their otherwise allowable interest expense allocable to tax exempt obligations acquired after August 7, 1986 other than "qualified tax-exempt obligations" as defined in Section 265(b)(3)(B) of the

Code. In the Bond Resolution, the City has designated the Bonds as “qualified tax-exempt obligations” pursuant to Section 265(b)(3)(B) of the Code.

Owners of the Bonds should consult their own tax advisors as to the applicability and effect on their federal income taxes of any other collateral federal income tax consequences.

It is understood that the rights of the owners of the Bonds and the enforceability of the Bonds and the Bond Resolution may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar law affecting creditors’ rights heretofore or hereafter enacted to the extent constitutionally applicable, and that the enforcement thereof may be subject to the exercise of judicial discretion in appropriate cases.

In this opinion letter issued in our capacity as Bond Counsel, we are opining only upon those matters set forth herein, and we are not passing upon the accuracy, adequacy or completeness of the Official Statement or any other statements made in connection with any offer or sale of the Bonds or upon any federal or state tax consequences arising from the receipt or accrual of interest on or the ownership or disposition of the Bonds, except those specifically addressed herein.

In rendering the foregoing opinions, we have assumed the accuracy and truthfulness of all public records and of all certificates, resolutions, documents and other proceedings examined by us that have been executed or certified by public officials acting within the scope of their official capacities and have not verified the accuracy or truthfulness thereof. We also have assumed the genuineness of the signatures appearing upon such public records, certifications, resolutions, documents and proceedings. In rendering this opinion we have relied upon the opinion of Robert David Ringer, Esquire, acting as counsel for the City, dated the date hereof, as to the due authorization and execution by and enforceability against the City as to the Bonds and the Bond Resolution.

This opinion letter is issued as of the date hereof and we assume no obligation to revise or supplement this opinion letter to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Very truly yours,

BUTLER SNOW LLP

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APPENDIX F

NOTICE OF BOND SALE

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NOTICE OF BOND SALE

$4,000,000

COMBINED UTILITY SYSTEM

REVENUE BONDS, SERIES 2018

OF THE

CITY OF GAUTIER, MISSISSIPPI

NOTICE IS HEREBY GIVEN that the City Clerk of the City of Gautier, Mississippi (the "***City***") will receive sealed bids in the City Clerk's office until the hour of 4:30 o'clock p.m. on May 1, 2018, for subsequent presentation to the Mayor and City Council (the "***Governing Body***") of the City at its regular scheduled meeting in the City Hall of the City at 6:30 o'clock p.m. on May 1, 2018, at which time said bids will be publicly opened and read for the purchase in its entirety, at not less than par and accrued interest to the date of delivery thereof, of an issue of Four Million Dollars ($4,000,000) Combined Utility System Revenue Bonds, Series 2018, of the City (the "***Bonds***").

THE BONDS: The Bonds will be dated and bear interest from the date of delivery thereof; will be delivered in definitive form as registered Bonds; will be in the denomination of $5,000 each, or integral multiples thereof up to the amount of a single maturity; will be numbered from one upward in the order of issuance; will be payable as to principal at a bank or trust company to be named by the Governing Body in the manner hereinafter provided; and will bear interest, payable semiannually on May 1 and November 1 of each year, commencing May 1, 2019, at the rate or rates offered by the successful bidder in its bid in accordance with this Notice of Bond Sale.

MATURITIES: The Bonds will mature serially, with option of prior payment, on May 1 in each of the years and amounts as follows:

YEAR	AMOUNT	YEAR	AMOUNT
2019	$135,000	2029	$200,000
2020	140,000	2030	205,000
2021	145,000	2031	215,000
2022	150,000	2032	225,000
2023	160,000	2033	235,000
2024	165,000	2034	240,000
2025	170,000	2035	250,000
2026	175,000	2036	260,000

2027	185,000	2037	270,000
2028	190,000	2038	285,000

REDEMPTION: The Bonds maturing on May 1, 2029 and thereafter, are subject to redemption prior to their stated dates of maturity at par, plus accrued interest to the date of redemption, either in whole, or in part, on any date on or after May 1, 2028.

AUTHORITY AND SECURITY: The Bonds will be issued pursuant to the provisions of Mississippi Code 1972 Annotated, Section 21-27-23 and Sections 21-27-41 through 21-27-69, as amended and supplemented from time to time (the "***Act***"). The Bonds are to be secured by Net Revenues of the combined utility system (the "***System***") of the City and are ratably payable from Net Revenues and other security pledged for the Bonds. The Bonds will be payable solely from the Net Revenues derived from the operation of the System of the City subject to the parity lien of the City's $9,185,000 Combined Utility System Revenue Refunding Bonds, Series 2012, dated May 31, 2012, and the City's $3,500,000 Promissory Note (Gautier, Mississippi Combined Utility System Revenue Project), dated August 13, 2013, securing the $3,500,000 Mississippi Development Bank Special Obligation Bonds, Series 2013 (Gautier, Mississippi Combined Utility System Revenue Project), dated August 13, 2013.

PURPOSE: The Bonds are being issued to provide funds for the purpose of improving, repairing and extending the System of the City and paying the costs of issuance of the Bonds.

FORM OF BIDS: Bids should be addressed to the Mayor and City Council and should be plainly marked "Bid for Combined Utility System Revenue Bonds, Series 2018, of the City of Gautier, Mississippi," and should be filed with the Clerk of the City on or prior to the date and hour hereinabove named. All bids should be submitted substantially in the form prepared by the City, copies of which may be obtained from the Clerk of the City at the address shown below.

INTEREST RATE AND BID RESTRICTIONS: The Bonds shall not bear a greater overall maximum interest rate to maturity than thirteen percent (13%) per annum, nor shall the interest rate for any one maturity exceed thirteen percent (13%) per annum. No Bond shall bear more than one (1) rate of interest; each Bond shall bear interest from its date to its stated maturity date at the interest rate specified in the bid; all Bonds of the same maturity shall bear the same rate of interest from date to maturity; and the lowest interest rate specified shall not be less than seventy percent (70%) of the highest interest rate specified. Each interest rate specified in any bid must be a multiple of one-eighth of one percent (1/8 of 1%) or one-tenth of one percent (1/10 of 1%) and a zero rate of interest cannot be named.

GOOD FAITH DEPOSIT: Each bid must be accompanied by a cashier's check, certified check, or exchange, issued or certified by a bank located in the State of Mississippi, payable to the City of Gautier, Mississippi, in the amount of Eighty Thousand Dollars ($80,000) as a guaranty that the bidder will carry out its contract and purchase the Bonds if its bid be accepted. All checks of unsuccessful bidders will be returned immediately on award of the Bonds. If the successful bidder fails to purchase the Bonds pursuant to its bid and contract, then the amount of such good faith check shall be retained by the City as liquidated damages for such failure. No interest will be allowed on the amount of the good faith deposit.

AWARD OF BONDS: The award, if any, will be made to the bidder complying with the terms of sale and offering to purchase the Bonds at the lowest net interest cost to the City, which shall be determined by computing the aggregate interest on the Bonds over the life of the issue at the rate or rates of interest specified by the bidder, less premium offered, if any. It is requested that each bid be accompanied by a statement of the net interest cost (computed to six decimal places), but such statement will not be considered a part of the bid. All bids shall remain firm for three (3) hours after the time specified for the opening of bids, and an award of the Bonds, or rejection of bids, will be made by the Governing Body within said period of time.

RIGHT OF REJECTION, CANCELLATION: The Governing Body reserves the right to reject any or all bids submitted, as well as to waive any irregularity or informality in any bid. The successful bidder shall have the right, at its option, to cancel its agreement to purchase the Bonds if the Bonds are not tendered for delivery within sixty (60) days from the date of sale thereof, and in such event the Governing Body shall return to said bidder its good faith deposit. The Governing Body shall have the right, at its option, to cancel its agreement to sell the Bonds if within five (5) days after the tender of the Bonds for delivery the successful bidder shall not have accepted delivery of and paid for the Bonds, and in such event the Governing Body shall retain the successful bidder's good faith deposit as liquidated damages as hereinabove provided.

PAYING AGENT, TRANSFER AGENT, AND REGISTRAR: The successful bidder may designate a bank or trust company with a main office or branch located in the State of Mississippi to serve as paying agent (the "***Paying Agent***") for the Bonds within forty-eight (48) hours of the date of sale of the Bonds, subject to the approval of the Governing Body. The Governing Body's approval of the Paying Agent shall be contingent on a determination as to the willingness and ability of the Paying Agent to perform the duties of registrar and transfer agent and on the satisfactory negotiation of service fees. The Paying Agent shall be subject to change by order of the Governing Body under the conditions and in the manner provided in the Bond Resolution under which the Bonds are issued. Both principal of and interest on the Bonds will be payable by check or draft mailed to registered owners of the Bonds as of the 15th day of the month preceding the maturity date for such principal or interest payment at the addresses appearing in the registration records of the City maintained by the Paying Agent. The Bonds will be transferable only upon the records of the Paying Agent, and the payment of principal at maturity shall be conditioned on the proper presentation and surrender of the Bonds to the Paying Agent.

DELIVERY: The successful bidder must designate within fifteen (15) days of the date of sale, or at such other later date as may be designated by the Governing Body, the names and addresses of the Registered Owners of the Bonds and the denominations in which the Bonds of each maturity are to be issued. If the successful bidder fails to submit such information within the required time, one Bond may be issued for each maturity in the full amount maturing on that date registered in the name of the successful bidder. The Bonds will be delivered at a place to be designated by the purchaser and without cost to the purchaser, and payment therefor shall be made in immediately available funds.

CUSIP NUMBER: It is anticipated that CUSIP identification numbers will be printed on the Bonds unless specifically declined by the purchaser, but neither the failure to print such number on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds in accordance with the terms of the purchase contract. All expenses in relation to the printing of CUSIP numbers on the Bonds shall be paid by the City; the CUSIP Service Bureau charge for the assignment of said numbers shall be the responsibility of and shall be paid for by the purchaser.

SECTION 265(b)(3) DESIGNATION: The City will designate the Bonds as qualified tax-exempt obligations within the meaning and for the purposes of Section 265(b)(3) of the Code.

LEGAL OPINION; CLOSING DOCUMENTS: The Bonds are offered subject to the unqualified approval of the legality thereof by Butler Snow LLP, Ridgeland, Mississippi, Bond Counsel. In the opinion of Butler Snow LLP, interest on the Bonds is exempt from federal and Mississippi income taxes under existing laws, regulations, rulings, and judicial decisions with such exceptions as shall be required by the Internal Revenue Code of 1986. The City will pay for all legal fees and will pay for the printing and validation of the Bonds.

A copy of the City's Preliminary Official Statement may be obtained by contacting the office of the Clerk, City Hall, 3330 Hwy 90, Gautier, Mississippi 39553. The Preliminary Official Statement has been "deemed final" by the City for purpose of SEC Rule 15c2-12(b)(1) but is subject to revision, amendment, and completion in a final Official Statement.

CONTINUING DISCLOSURE: The City has covenanted in its Bond Resolution that under Rule 15c2-12, as amended, of the Securities and Exchange Commission (the "***Rule***"), the City will deliver or cause to be delivered (i) annually, within twelve months after the end of each fiscal year of the City ending on or after September 30, 2018, to the Municipal Securities Rulemaking Board updated quantitative financial information and operating data with respect to the City as set forth in the Continuing Disclosure Certificate, the form of which is included in the Official Statement, and (ii) notice of certain events, if any, relating to the Bonds and the City, as set forth in Rule, and as set forth in the Continuing Disclosure Certificate. Anyone requesting information under the continuing disclosure requirements of the Rule should contact the City Clerk, City Hall City Hall, 3330 Hwy 90, Gautier, Mississippi 39553 Telephone Number: (228) 497-8000.

CUSIPs: It is anticipated that CUSIP identification numbers will be secured and printed on the Bonds, but neither the failure to secure or print such numbers on any Bond nor any error with respect thereto shall constitute cause for failure or refusal by the successful bidder to accept delivery of and pay for the Bonds in accordance with its agreement to purchase the Bonds. All expenses in relation to the printing of CUSIP numbers on the Bonds shall be paid for by the City; provided, however, that the CUSIP Global Services charge for the assignment of said numbers shall be paid for by the successful bidder.

ISSUE PRICE: The successful bidder shall assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at the closing for the Bonds an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, in a form reasonably required by the City and Bond Counsel.

The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "***competitive sale***" for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the "***competitive sale requirements***") because:

(a) the City shall disseminate this Notice of Bond Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;

(b) all bidders shall have an equal opportunity to bid;

(c) the City may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and

(d) the City anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in this Notice of Bond Sale.

Any bid submitted pursuant to this Notice of Bond Sale shall be considered a firm offer for the purchase of the Bonds, as specified in the bid.

In the event that the competitive sale requirements are not satisfied, the City shall so advise the winning bidder. The City shall treat the first price at which 10% of a maturity of the Bonds (the "***10% test***") is sold to the public as the issue price of that maturity, applied on a maturity-by-maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity). The winning bidder shall advise the City if any maturity of the Bonds satisfies the 10% test as of the date and time of the award of the Bonds. The City will not require bidders to comply with the "hold-the-offering-price rule" and therefore does not intend to use the initial offering price to the public as of the sale date of any maturity of the Bonds as the issue price of that maturity. Bids will not be subject to cancellation in the event that the competitive sale requirements are not satisfied. Bidders should prepare their bids on the assumption that all of the maturities of the Bonds will be subject to the 10% test in order to establish the issue price of the Bonds.

If the competitive sale requirements are not satisfied, then until the 10% test has been satisfied as to each maturity of the Bonds, the winning bidder agrees to promptly report to the City the prices at which the unsold Bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the closing of the Bonds has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold.

By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public, if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder or such underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public, if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Bond Sale. Further, for purposes of this Notice of Bond Sale:

(a) "***public***" means any person other than an underwriter or a related party,

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

(c) a purchaser of any of the Bonds is a "***related party***" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(d) "***sale date***" means the date that the Bonds are awarded by the City to the winning bidder.

The successful bidder will be given at least seven (7) business days advanced notice of the proposed date of delivery of the Bonds when that date has been tentatively determined. It is expected that the Bonds will be delivered in New York, New York and payment therefor shall be made in federal or other immediately available funds.

The successful bidder shall have the right, at its option, to cancel its agreement to purchase the Bonds if the Bonds to be delivered by the City in accordance with the preceding paragraph are not tendered for delivery within sixty (60) days from the date of sale thereof, and in such event the City shall return to said bidder its good faith deposit without interest. The City shall have the right, at its option, to cancel its agreement to sell the Bonds if within five (5) days after the tender of the Bonds for delivery the successful bidder shall not have accepted delivery of and paid for the Bonds, and in such event the City shall retain the successful bidder's good faith deposit as liquidated damages.

FURTHER INFORMATION: Further information with respect to the Bonds may be obtained from Butler Snow LLP, Bond Counsel.

By order of the Mayor and City Council of the City of Gautier, Mississippi, on April 3, 2018.

____

Clerk

PUBLISH: April 19 and 26, 2018

Councilman Vaughan made the motion to approve and submit the prioritized paving list request to the Jackson County Board of Supervisors, as presented. Councilwoman Martin seconded the motion.

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

ORDER NUMBER 064-2018

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the attached prioritized paving list is hereby approved and the City is hereby authorized to submit the attached revised prioritized paving list to the Jackson County Board of Supervisors for various resurfacing throughout the City of Gautier.

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

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

AYES: **Phil Torjusen**
Mary Martin
Cameron George
Richard Jackson
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: **None**

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MAYOR

ATTEST:

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CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 3, 2018.

CITY OF GAUTIER
MEMORANDUM

To: Gautier City Council
From: Paula Yancey, City Manager
Date: March 26, 2018
Subject: Paving List for County Paving Funds

REQUEST:

The City Manager is requesting the City Council to approve and submit the attached prioritized paving list to Jackson County Board of Supervisors for various resurfacing throughout the City. The top list is from existing paving money; while the second is from the County bond money.

BACKGROUND:

The County uses their sub-contractor to perform the work.

DISCUSSION:

The attached list is prioritized based on Council's submittals of roads within each ward and assessment of those roads by Cody Dickerson and myself using the council wish list as a guide. The approximate number of residents on each street was considered. Special attention was given to whether resurfacing would affect drainage or if drainage improvements were required prior to resurfacing. If it was determined that drainage would be impacted, the county paving contractor will need to pay special attention to the manner in which the new surface ties back into the existing drainage. Other drainage improvements will be scheduled and completed in house prior to paving, if necessary. All the roads we received from Council are contained on one of the two lists except some of Ward 2 (had a very large number of roads). Robinson will need to be on 2019 paving list as water and sewer improvements are needed.

RECOMMENDATION:

1.The City Manager recommends the City Council approve the attached prioritized paving list; or
2.not approve the prioritized paving list.

2018 Road List

Asphalt	Priority Ranking	Description	Length (ft)	Width (ft)	Area (sy)	Volume (Tons)	Add 15% Volume	Milling (sy)	Budget	Ward
Westgate Parkway	1	1-1/2" Overlay	15000	24	40000	3300.0	495.0		$ 75,000.00	4
Farragutt Lake	1	1-1/2" Overlay	2070	20	4600	379.5	56.9		$ 37,096.13	3
Enarc	1	1-1/2" Overlay	1425	16	2533	209.0	31.4		$ 20,429.75	5
Bluffpoint Road	1	1-1/2" Overlay	1515	18	3030	250.0	37.5		$ 24,435.06	5
Radio	1	1-1/2" Overlay	975	20	2167	178.8	26.8		$ 17,472.81	1
Lima	1	1-1/2" Overlay	1750	20	3889	320.8	48.1		$ 31,361.46	5
Bayou Castelle Drive	2	1-1/2" Overlay	3145	20	6989	576.6	86.5		$ 56,361.02	5
Robertsdale	2	1-1/2" Overlay	1923	20	4273	352.6	52.9		$ 34,461.76	4
Private Pier (End of Road East side)	2	1-1/2" Overlay	190	15	317	26.1	3.9		$ 2,553.72	4
Baker (North & South of I-10	2	1-1/2" Overlay	4130	20	9178	757.2	113.6		$ 74,013.04	1
McVeay Lane	2	1-1/2" Overlay	740	18	1480	122.1	18.3		$ 11,935.28	3
Pierre Cove	2	1-1/2" Overlay	400	18	800	66.0	9.9		$ 6,451.50	3
Frances	2	1-1/2" Overlay	1200	20	2667	220.0	33.0		$ 21,505.00	5
Fairview	2	1-1/2" Overlay	630	20	1400	115.5	17.3		$ 11,290.13	2
Italian Isle & Bay Point Place	2	1-1/2" Overlay	1115	14	1734	143.1	21.5		$ 13,987.21	3
C.W. Webb	2	1-1/2" Overlay	2549	24	6797	560.8	84.1		$ 54,816.25	2
Albatross (West of Tradewinds)	2	1-1/2" Overlay	125	16	222	18.3	2.8		$ 1,792.08	1
Bacot Drive	3	1-1/2" Overlay	1443	20	3207	264.6	39.7		$ 25,859.76	5
Boxwood	3	1-1/2" Overlay	1650	20	3667	302.5	45.4		$ 29,569.38	5
Riverview	3	1-1/2" Overlay	600	20	1333	110.0	16.5		$ 10,752.50	5
Ridgelawn	3	1-1/2" Overlay	1000	24	2667	220.0	33.0		$ 21,505.00	3
Deadriver Road (North of Roys rd)	3	1-1/2" Overlay	610	12	813	67.1	10.1		$ 6,559.03	3
Greenway & Apollo (intersection)	3	1-1/2" Overlay	120	24	320	26.4	4.0		$ 2,580.60	3
Farmingtion & Apollo (Intersection)	3	1-1/2" Overlay	120	24	320	26.4	4.0		$ 2,580.60	3
El Viernes	3	1-1/2" Overlay	1474	24	3931	324.3	48.6		$ 31,698.37	2
Clemson Circle	4	1-1/2" Overlay	387	24	1032	85.1	12.8		$ 8,322.44	2
Wind Drift	3	1-1/2" Overlay	654	18	1308	107.9	16.2		$ 10,548.20	3
Garden Lane	4	1-1/2" Overlay	1377	18	2754	227.2	34.1		$ 22,209.29	3
Seamist	4	1-1/2" Overlay	606	15	1010	83.3	12.5		$ 8,145.02	3

$85 Per Ton (Asphalt)
$3 Per SY (Milling)

TOTAL: $ 675,292.36

GAUTIER MISSISSIPPI
Nature's Playground

Ward 1
Ward 2
Ward 3
Ward 4
Ward 5

County Bond Money

Asphalt	Priority Ranking	Description	Length (ft)	Width (ft)	Area (sy)	Volume (Tons)	Add 15% Volume	Milling (sy)	Budget	Ward
De La Pointe	1	1-1/2" Overlay	4132	24	11019	909.0	136.4		$ 88,858.66	3
Riverside Drive	2	1-1/2" Overlay	3646	24	9723	802.1	120.3		$ 78,407.23	5
Kingfisher Drive	2	1-1/2" Overlay	2570	24	6853	565.4	84.8		$ 55,267.85	5
University	2	1-1/2" Overlay	2427	24	6472	533.9	80.1		$ 52,192.64	2
Dolphin (OST to Starfish Intersection)	2	1-1/2" Overlay	4900	24	13067	1078.0	161.7		$ 105,374.50	1
Brookside Drive	3	1-1/2" Overlay	3030	20	6733	555.5	83.3		$ 54,300.13	5
Parkview	3	1-1/2" Overlay	2575	20	5722	472.1	70.8		$ 46,146.15	5
Queens Lane	3	1-1/2" Overlay	375	20	833	68.8	10.3		$ 6,720.31	5
Louis Alexis Trail	3	1-1/2" Overlay	1800	24	4800	396.0	59.4		$ 38,709.00	3
Stonegate Circle	3	1-1/2" Overlay	2654	24	7077	583.9	87.6		$ 57,074.27	3
Ruth Street	4	1-1/2" Overlay	583	15	972	80.2	12.0		$ 7,835.88	2
Calle De Goya-North & South	4	1-1/2" Overlay	679	24	1811	149.4	22.4		$ 14,601.90	2
Southern Drive	4	1-1/2" Overlay	2008	24	5355	441.8	66.3		$ 43,182.04	2
Fraternity	4	1-1/2" Overlay	657	24	1752	144.5	21.7		$ 14,128.79	2

$85 Per Ton (Asphalt)
$3 Per SY (Milling)

TOTAL: $ 662,799.33

Ward 1
Ward 2
Ward 3
Ward 4
Ward 5

GAUTIER
MISSISSIPPI
Nature's Playground

Councilwoman Martin made the motion to approve the Docket of Claims, as presented, provided that all entries thereon are true, correct, properly entered and not fraudulent. Councilman George seconded the motion.

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

ORDER NUMBER 065-2018

WHEREAS, Miss. Code Ann. 21-39-9 requires governing authority to review all unpaid claims and determine if there is an obligation. An obligation exists if the related materials and supplies were properly contracted for and received by the municipality; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Docket of Claims is hereby approved, provided that all entries thereon are true, correct, properly entered and not fraudulent.

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

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

AYES: **Phil Torjusen**
Mary Martin
Cameron George
Richard Jackson
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: **None**

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MAYOR

ATTEST:

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CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 3, 2018.

Docket of Claims
Release date from 04/03/2018 thru 04/03/2018

Fund	Name of Claimant	Account Number	Description	Trans #	Release Date	Claim Date	Invoice #	Date	P.O.	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	C SPIRE WIRELESS			181398	04/03/2018	03/19/2018						555.63	
		001-100-605	POLICE CELLS				0032680896	02/12/2018					555.63
001	AT&T			181420	04/03/2018	03/22/2018						96.68	
		001-092-605	MONTHLY SERVICE				2284977070	03/14/2018					96.68
001	AT&T			181421	04/03/2018	03/22/2018						170.05	
		001-092-605	MONTHLY SERVICE				2284972172	03/14/2018					170.05
001	AT&T			181422	04/03/2018	03/22/2018						3,445.32	
		001-092-605	MONTHLY SERVICE				2284978000	03/14/2018					3,445.32
001	AT&T			181424	04/03/2018	03/22/2018						31.24	
		001-100-699	NCIC TELECOM SERVS				2284970262	03/14/2018					31.24
001	GLOBALSTAR			181441	04/03/2018	03/23/2018						83.11	
		001-092-605	MONTHLY SERVICE				0009186805	03/16/2018					83.11
001	FUELMAN			181445	04/03/2018	03/26/2018						2,980.16	
		001-100-525	UNL FUEL				NP52824141	03/19/2018					2,359.77
		001-161-525	UNL & DSL FUEL				NP52824141	03/19/2018					410.98
		001-170-525	UNL & DSL FUEL				NP52824141	03/19/2018					115.81
		001-205-525	UNL & DSL FUEL				NP52824141	03/19/2018					93.60
001	MSC 7511			181450	04/03/2018	03/26/2018						149.59	
		001-100-699	FNK100-01 RENTAL FEE				INV2386685	03/19/2018					145.10
		001-100-699	MPC2504EX USAGE:B/W				INV2386685	03/19/2018					4.49
001	BXS INSURANCE			181451	04/03/2018	03/26/2018						150.00	
		001-092-625	PUBLIC OFFICIAL BOND:YANCEY,P				233803	03/15/2018					150.00
001	CLYDE C SCOTT INSURANCE AGENCY INC			181452	04/03/2018	03/26/2018						100.00	
		001-092-625	SURETY BOND: ADD TAPPER,T				27751	03/20/2018					100.00
001	PITNEY BOWES PURCHASE POWER			181454	04/03/2018	03/26/2018						1,200.00	
		001-092-607	POSTAGE METER				0434-6213	03/20/2018					1,200.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MDH / BOILER SAFETY BRANCH	181455	04/03/2018	03/26/2018			90.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-635	INSPECTIONS: FIRE STNS		18-120172	03/09/2018			90.00
001	SCOTT ANKERSON, CUSTODIAN	181456	04/03/2018	03/26/2018			31.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-639	STEERING WHEEL COVER		02072018	03/16/2018			11.99
	001-090-559	PLAT COPY FEE		02072018	03/16/2018			10.00
	001-090-525	UNL FUEL		02222018	03/16/2018			10.00
001	JACKSON COUNTY ADULT DETENTION CENTER	181457	04/03/2018	03/26/2018			12,962.98	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-696	FEB 2018 ADC CHGS		02282018	03/15/2018			12,950.00
	001-010-696	PHARMACY CHGS		02282018	03/15/2018			12.98
001	DANTE ELBIN, CUSTODIAN	181458	04/03/2018	03/26/2018			398.41	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	ULTRAS CHARGER		10252017	03/15/2018			48.14
	001-100-638	DENT REMOVAL: K9 UNIT		10312017	03/15/2018			100.00
	001-100-559	VEHICLE TAGS (3)		11092017	03/15/2018			45.45
	001-100-559	ANNUAL PLANNER		01092018	03/15/2018			27.81
	001-100-638	DENT REMOVAL: U# 19685		01232018	03/15/2018			60.00
	001-100-559	VEHICLE TAGS (2)		01242018	03/15/2018			30.40
	001-100-559	VEHICLE TAG		01312018	03/15/2018			15.95
	001-100-559	PATCHES SEWN ON (3)		02032018	03/15/2018			30.00
	001-100-559	VENTEV CHG CABLES (2)		03072018	03/15/2018			40.66
001	DELTA COMPUTER SYSTEMS INC	181460	04/03/2018	03/26/2018			455.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	ACCTG SOFTWARE MAINT		MN128406	03/15/2018			315.00
	001-092-698	VOTER REG SOFTWARE MAINT		MN128406	03/15/2018			20.00
	001-092-698	PRIV LIC SOFTWARE MAINT		MN128407	03/15/2018			120.00
001	BORDIS & DANOS PLLC	181463	04/03/2018	03/26/2018			459.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-060-602	CLOSING COSTS: HWY 57 PROPERTY		03262018	03/26/2018			459.50
001	ROBERT JONES, CUSTODIAN	181465	04/03/2018	03/26/2018			121.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-559	USB CABLE FOR CAMERA		11012017	03/15/2018			16.04
	001-161-681	SUPPLIES: INVESTIGATOR CLASS		11082017	03/15/2018			27.15
	001-161-559	BUTTERFLY BAND AIDS		12052017	03/15/2018			4.27
	001-161-635	WINDOW SCREEN REPAIR: CENTRAL		01162018	03/15/2018			20.00
	001-161-681	CPR CERTIFICATIONS CARDS (10)		02232018	03/15/2018			50.00
	001-161-559	IVORY SOAP - DIESEL SPILL		03082018	03/15/2018			4.04
001	FUELMAN	181474	04/03/2018	03/27/2018			3,395.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP52857588	03/26/2018			58.92
	001-092-525	UNL FUEL		NP52857588	03/26/2018			26.28

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN	181474	04/03/2018	03/27/2018			3,395.50	(CONTINUED)

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-525	UNL FUEL	NP52857588	03/26/2018		2,675.52
001-161-525	UNL & DSL FUEL	NP52857588	03/26/2018		383.72
001-170-525	UNL & DSL FUEL	NP52857588	03/26/2018		175.02
001-205-525	UNL FUEL	NP52857588	03/26/2018		76.04

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	EMPLOYEE HEALTH FUND RESERVE	181476	04/03/2018	03/27/2018			150,000.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-900-986	BUDGETED TRX: EMP HEALTH INS	03312018	03/31/2018		150,000.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	181478	04/03/2018	03/27/2018			668.37	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-631	BROWN FD 95237002	03162018	03/22/2018		321.86
001-161-631	MARTIN BLUFF FD 58380001	03172018	03/23/2018		175.11
001-201-629	SIGNAL LIGHTS 17546	03172018	03/23/2018		32.78
001-092-631	CITY LIMIT SIGN 17546	03172018	03/23/2018		28.49
001-100-631	MBLUFF SUB STN 58521002	03172018	03/23/2018		110.13

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	181483	04/03/2018	03/27/2018			8,105.61	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-633	STREET LIGHTING 10054	03192018	03/26/2018		5,209.42
001-201-629	SIGNAL LIGHTS 10054	03192018	03/26/2018		832.22
001-092-631	CITY HALL 10054	03192018	03/26/2018		869.33
001-170-631	FRAZIER PARK 10054	03192018	03/26/2018		48.40
001-170-631	SENIOR BLDG 10054	03192018	03/26/2018		406.93
001-161-631	CENTRAL FD 10054	03192018	03/26/2018		346.39
001-170-631	CITY PARK 10054	03192018	03/26/2018		100.19
001-092-631	PUBLIC WORKS 10054	03192018	03/26/2018		263.55
001-092-631	HWY 90 SIGN 10054	03192018	03/26/2018		29.18

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	181486	04/03/2018	03/27/2018			2,012.22	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-631	POLICE STATION 66298004	03192018	03/26/2018		1,161.34
001-201-629	SIGNAL LIGHT 89113001	03192018	03/26/2018		56.91
001-170-631	CITY PARK RESTRMS 89912001	03192018	03/26/2018		431.89
001-201-633	STREET LIGHTS 90345002	03192018	03/26/2018		191.78
001-092-631	RECORDS BLDG 90790001	03192018	03/26/2018		129.35
001-170-631	FRAZIER RESTRMS 98546001	03192018	03/26/2018		40.95

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	181488	04/03/2018	03/27/2018			1,148.34	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-633	DOLPHIN ST 94987002	03192018	03/26/2018		127.93
001-201-633	DOLPHIN ST 94988002	03192018	03/26/2018		119.27
001-201-633	DOLPHIN ST 94989002	03192018	03/26/2018		132.63
001-201-633	DOLPHIN ST 94990002	03192018	03/26/2018		501.15
001-201-633	WM PAYNE 100244001	03192018	03/26/2018		124.26
001-201-633	WM PAYNE 100245001	03192018	03/26/2018		143.10

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CAN'T MISS EMBROIDERY	181490	04/03/2018	03/27/2018			1,163.25	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-699	UNI SHIRT(99):EMBROIDER BADGE	20356	03/20/2018	180605	668.25
001-100-699	POLO SHIRT(99):EMBROIDER NAME	20356	03/20/2018	180605	495.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	REYNOLDS WHOLESALE CO	181492	04/03/2018	03/27/2018			80.41	
001	ACTION PRINTING CENTER INC	181494	04/03/2018	03/27/2018			942.72	
001	GULF COAST BUSINESS SUPPLY CO	181496	04/03/2018	03/27/2018			57.58	
001	GULF SALES AND SUPPLY INC	181498	04/03/2018	03/27/2018			263.04	
001	CUSTOM PRODUCTS CORPORATION	181499	04/03/2018	03/27/2018			778.79	
001	GULF BREEZE LANDSCAPING LLC	181500	04/03/2018	03/27/2018			359.95	
001	MS TROPHY LLC	181501	04/03/2018	03/27/2018			31.70	
001	ED'S HOUSEHOLD HEAT AND AIR INC	181503	04/03/2018	03/27/2018			615.64	

REYNOLDS WHOLESALE CO

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-559	CS/500 STYROFOAM PLATES	58496	03/15/2018	180617	34.50
001-170-559	PK 100/CT DINNER NAPKINS (5)	58496	03/15/2018	180617	9.95
001-170-513	200/CT DUM DUM SUCKERS (4)	58495	03/15/2018	180609	35.96

ACTION PRINTING CENTER INC

Account Number	Description	Invoice #	Date	P.O.	Amount
001-010-620	SC CITATION TICKET (1500)	93832	03/15/2018	180534	315.73
001-010-500	WINDOW ENV (2500): COURT DEPT	93802	03/15/2018	180543	171.02
001-040-500	SECURITY WINDOW ENV (5000)	93961	03/21/2018	180593	455.97

GULF COAST BUSINESS SUPPLY CO

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-500	CALCULATOR RIBBON (2)	165262	03/13/2018	180601	5.78
001-161-500	BINDER POCKETS	165262	03/13/2018	180601	4.07
001-161-500	1" BINDER (3)	165262	03/13/2018	180601	12.45
001-161-500	2" BINDER (2)	165262	03/13/2018	180601	10.98
001-092-510	REFILL HAND SANITIZER	165262	03/13/2018	180601	12.69
001-092-510	3/PK SCRUB SPONGES (3)	165262.1	03/14/2018	180601	11.61

GULF SALES AND SUPPLY INC

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-559	96 CNT AAA BATTERY (2)	471047	03/22/2018	180628	138.24
001-100-559	96 CNT AA BATTERY (2)	471047	03/22/2018	180628	124.80

CUSTOM PRODUCTS CORPORATION

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-565	36X24 CITY WELCOME SIGN (3)	301531	03/13/2018	180459	206.52
001-092-565	FREIGHT	301531	03/13/2018	180459	14.78
001-201-565	US 90/CROSS STREET SIGN (12)	301970	03/22/2018	180614	169.20
001-201-565	ASST STREET SIGN (11)	301970	03/22/2018	180614	306.68
001-201-565	NO DUMPING SIGN (5)	301970	03/22/2018	180614	54.85
001-201-565	FREIGHT	301970	03/22/2018	180614	26.76

GULF BREEZE LANDSCAPING LLC

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-634	8YDS RED MULCH: CITY PARK DRN	25616	03/21/2018	180624	359.95

MS TROPHY LLC

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-559	NAME/SERVING BAR: SGT WILSON	006	03/16/2018	180533	28.20
001-100-559	POSTAGE	006	03/16/2018		3.50

ED'S HOUSEHOLD HEAT AND AIR INC

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-635	REPL A/C COND FAN MOTOR: NORTH	8911	03/12/2018	180561	615.64

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	GREGGS AFFORDABLE AUTO GLASS	181504	04/03/2018	03/27/2018			50.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-638	ROCK REPAIR: U #11	38779	03/20/2018	180368	50.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FASTENAL COMPANY	181505	04/03/2018	03/27/2018			41.39	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-634	SET TOOLS 5/8	MSPAS73388	03/14/2018	180595	7.87
001-170-634	DROP-IN 5/8 (25)	MSPAS73388	03/14/2018	180595	27.74
001-170-634	S/S HCS 5/8-11X2 (4)	MSPAS73388	03/14/2018	180595	5.78

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	COMM-TECH SOLUTIONS INC	181506	04/03/2018	03/27/2018			191.66	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-699	REPR BOOKING PHONE	15993	03/15/2018	180496	191.66

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	181508	04/03/2018	03/27/2018			698.07	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-500	ADH BUSINESS CARD HOLDER (2)	3365788375	01/19/2018	180371	14.97
001-090-500	POST-IT ASST CLR FLAGS	3371337239	03/08/2018	180584	6.69
001-090-500	BRO ONE TOUCH STAPLE REMOVER	3371337239	03/08/2018	180584	3.03
001-090-500	HP65 BLACK/TRICOLOR 2/PK	3371337239	03/08/2018	180584	26.99
001-090-500	ROLODEX MESH PENCIL CUP	3371337239	03/08/2018	180584	12.93
001-090-500	ONE TOUCH STAPLER	3371337239	03/08/2018	180584	7.19
001-090-500	BROTHER TZ SERIES TAPE	3371337239	03/08/2018	180584	10.34
001-090-500	DZ LEGAL PADS	3371337239	03/08/2018	180584	6.41
001-090-500	6FT MODULAR COILED CORD (2)	3371568272	03/10/2018	180584	17.78
001-010-500	HP 05A TONER BK 2PK	3370179254	02/28/2018	180535	137.45
001-045-500	ZEBRA ASST HIGHLTR 10PK	3370179254	02/28/2018	180535	10.25
001-045-500	1" BRIGHT BLUE FLAG 2PK	3370179254	02/28/2018	180535	3.37
001-045-500	1" GREEN FLAG 2PK	3370179254	02/28/2018	180535	3.37
001-045-559	ACCORDIAN EXP LGL FILE A-Z (2)	3370179254	02/28/2018	180535	23.64
001-021-500	SM METAL BINDER CLIPS	3372027547	03/16/2018	180618	1.78
001-021-500	STICKIES NOTES 3X3 PK	3372027547	03/16/2018	180618	11.99
001-021-500	BIC ROLLERBALL BLACK 12PK	3372027547	03/16/2018	180618	13.24
001-021-500	BIC ROLLERBALL BLUE 12PK	3372027547	03/16/2018	180618	13.24
001-021-500	100/BX MANILA TAB FOLDER	3372027547	03/16/2018	180618	7.23
001-021-500	100/BX MANILA TAB FOLDER	3372027547	03/16/2018	180618	3.76
001-021-500	HP OFFICEJET 8720 AIO PRINTER	3372027547	03/16/2018	180618	299.99
001-021-500	HAYDN TASK CHAIR	3372027547	03/16/2018	180618	62.43

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CITY ELECTRIC SUPPLY CO	181510	04/03/2018	03/27/2018			135.60	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-205-559	32W T8 2LT BALLAST (10)	PAS/048966	03/12/2018	180603	99.50
001-205-559	F17T8/841/ECOMAX (19)	PAS/048966	03/12/2018	180603	36.10

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	OCEAN SPRINGS SIGN AND GRAPHICS LLC	181514	04/03/2018	03/27/2018			72.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-615	3X6 BANNER: EASTER EGG HUNT	1407	03/23/2018	180623	72.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MISSISSIPPI PRISON INDUSTRIES CORP	181516	04/03/2018	03/27/2018			1,600.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-565	KEEP GAUTIER CLEAN SIGNS (100)		111269	03/21/2018	180454		1,600.00
001	ECONOMY BOOTS SALES & SERVICE	181517	04/03/2018	03/27/2018			100.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-535	SAFETY BOOTS: HOLLAND, JAKE		42784	03/02/2018	180559		100.00
001	SUNBELT RENTALS INC	181519	04/03/2018	03/27/2018			698.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-634	BOBCAT TRACK SKIDSTEER (2)		7662558801	03/01/2018	180541		600.00
	001-170-634	RENTAL PROTECTION PLAN		7662558801	03/01/2018	180541		90.00
	001-170-634	ENVIRONMENTAL: CITY PARK PROJ		7662558801	03/01/2018	180541		8.40
001	AUDIOWAVE INC	181520	04/03/2018	03/27/2018			2,445.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	INSTALL EQUIPMENT: U #17822		A48675	03/21/2018	180362		2,445.00
001	RED RIVER SPECIALTIES INC	181521	04/03/2018	03/27/2018			195.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-559	2X2.5 GA PRO WEED KILL (10)		624139	03/14/2018	180615		160.00
	001-201-559	FREIGHT		624139	03/14/2018	180615		35.00
001	SECURE NETWORKS LLC	181522	04/03/2018	03/27/2018			1,880.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	SONICWALL TZ500 FIREWALL		3391	03/27/2018	180588		1,865.00
	001-092-698	SHIPPING		3391	03/27/2018	180588		15.00

FUND TOTAL 1 Claims to Checks 45 Total 201,211.40 Manual Held Total 201,211.40

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
157	ROPER SUPPLY	181489	04/03/2018	03/27/2018			2,626.00	
157	TEAM ONE COMMUNICATIONS INC	181491	04/03/2018	03/27/2018			1,952.72	
157	MID SOUTH UNIFORM & SUPPLY INC	181495	04/03/2018	03/27/2018			2,937.00	
157	144TH MARKETING GROUP LLC	181511	04/03/2018	03/27/2018			6,027.00	

ROPER SUPPLY

Account Number	Description	Invoice #	Date	P.O.	Amount
157-100-799	60" LED SM LEFT RUNLITE (4)	50426	03/22/2018	180594	1,313.00
157-100-799	60" LED SM RIGHT RUNLITE (4)	50426	03/22/2018	180594	1,313.00

TEAM ONE COMMUNICATIONS INC

Account Number	Description	Invoice #	Date	P.O.	Amount
157-100-799	TRI LOCK GUN MOUNT (4)	11900181	03/19/2018	180527	1,842.72
157-100-799	FREIGHT	11900181	03/19/2018	180527	110.00

MID SOUTH UNIFORM & SUPPLY INC

Account Number	Description	Invoice #	Date	P.O.	Amount
157-100-799	XTR XT03 06 LVL 11 VEST (5)	573787	03/13/2018	180377	2,280.00
157-100-799	SBA M1 CONCEALABLE CARRIER (5)	573787	03/13/2018	180377	360.00
157-100-799	SBA SOFT TRAUMA PLATE 5X8 (5)	573787	03/13/2018	180377	100.00
157-100-799	XTR CARRIER/FNT/REAR POCKETS	573787	03/13/2018	180377	72.00
157-100-799	ALTER VEST PANEL NO CVR REPL	573787	03/13/2018	180377	125.00

144TH MARKETING GROUP LLC

Account Number	Description	Invoice #	Date	P.O.	Amount
157-100-799	RAPTOR KA-BAND ANTENNA (3)	19657	03/21/2018	180540	5,925.00
157-100-799	SHIPPING (3): RADAR SYSTEM	19657	03/21/2018	180540	102.00

FUND TOTAL 157 Claims to Checks 4 Total 13,542.72 Manual Held Total 13,542.72

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
160	ECONOMY BOOTS SALES & SERVICE	181518	04/03/2018	03/27/2018			1,412.50	

Account Number	Description	Invoice #	Date	P.O.	Amount
160-161-702	BUNKER BOOTS: FOUNTAIN, S	42799	03/02/2018	180515	282.50
160-161-702	BUNKER BOOTS: GOFF, I	42802	03/02/2018	180515	282.50
160-161-702	BUNKER BOOTS: KILLEN, G	42805	03/02/2018	180515	282.50
160-161-702	BUNKER BOOTS: KOZLOWSKI, B	42806	03/02/2018	180515	282.50
160-161-702	BUNKER BOOTS: NORTHINGTON, Z	42807	03/02/2018	180515	282.50

FUND TOTAL 160 Claims to Checks 1 Total 1,412.50 Manual Held Total 1,412.50

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Release date from 04/03/2018 thru 04/03/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
171	SEYMOUR ENGINEERING PLLC	181444	04/03/2018	03/26/2018			1,365.00	______

Account Number	Description	Invoice #	Date	P.O.	Amount
171-170-778	SECRETARY OF STATE FEE	6525	03/16/2018		450.00
171-170-778	PROJECT BUDGET	6525	03/16/2018		915.00

FUND TOTAL 171 Claims to Checks 1 Total 1,365.00 Manual Held Total 1,365.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY	181402	04/03/2018	03/21/2018			8,466.98	

Account Number	Description	Invoice #	Date	P.O.	Amount
172-350-650	LIBRARY SUPPORT	MAR 2018	03/20/2018		8,466.98

FUND TOTAL 172 Claims to Checks 1 Total 8,466.98 Manual Held Total 8,466.98

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AD2 INC	181400	04/03/2018	03/20/2018			151.50	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-699 HOSTING FEE APR 2018			3235	03/15/2018			36.50
	176-170-699 SHOPPING CART FEE APR 2018			3234	03/15/2018			115.00
176	AT&T	181425	04/03/2018	03/22/2018			287.98	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-605 MARCH 2018 DSL			2284970676	03/14/2018			111.89
	176-170-605 MONTHLY SERVICE			2284970676	03/14/2018			176.09
176	AT&T	181442	04/03/2018	03/23/2018			180.64	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-605 MONTHLY SERVICE			2284972244	03/14/2018			180.64
176	FUELMAN	181446	04/03/2018	03/26/2018			94.17	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-525 UNL & DSL FUEL			NP52824141	03/19/2018			94.17
176	MS STATE UNIVERSITY/OFFICE OF CONTROLLER	181466	04/03/2018	03/26/2018			3,571.13	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-699 SHEPARD HOUSE RENO DESIGN			364521-GC1	03/12/2018			3,571.13
176	FUELMAN	181475	04/03/2018	03/27/2018			41.25	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-525 UNL FUEL			NP52857588	03/26/2018			41.25
176	REYNOLDS WHOLESALE CO	181493	04/03/2018	03/27/2018			87.85	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-559 CS 6/1 GAL VB BLEACH			58569	03/19/2018	180625		10.50
	176-170-559 CS 12/8" BROWN TOWEL			58569	03/19/2018	180625		23.95
	176-170-559 CS 4000 BROWN MF TOWELS			58569	03/19/2018	180625		19.95
	176-170-559 DZ URINAL BLOCKS			58569	03/19/2018	180625		7.95
	176-170-559 CS 12/9" JUMBO JR TISSUE			58569	03/19/2018	180625		25.50

FUND TOTAL 176 Claims to Checks 7 Total 4,414.52 Manual Held Total 4,414.52

Docket of Claims
Release date from 04/03/2018 thru 04/03/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
300	SEYMOUR ENGINEERING PLLC	181443	04/03/2018	03/26/2018			11,400.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
300-600-603	ENGINEERING DESIGN 80%	6531	03/16/2018		11,400.00

FUND TOTAL 300 Claims to Checks 1 Total 11,400.00 Manual Held Total 11,400.00

Docket of Claims
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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CITY OF GAUTIER	181387	04/03/2018	03/15/2018			43,427.11	
400	AT&T	181401	04/03/2018	03/20/2018			62.01	
400	AT&T	181426	04/03/2018	03/22/2018			224.59	
400	FUELMAN	181447	04/03/2018	03/26/2018			47.36	
400	2012 GUD BONDS DEBT SERVICE	181448	04/03/2018	03/26/2018			116,362.50	
400	ARISTA INFORMATION SYSTEMS INC	181449	04/03/2018	03/26/2018			3,789.50	
400	MSC 7511	181453	04/03/2018	03/26/2018			366.45	
400	AT&T	181461	04/03/2018	03/26/2018			151.24	
400	IRBY'S ANSWERING SERVICE	181462	04/03/2018	03/26/2018			591.36	

400 CITY OF GAUTIER

Account Number	Description	Invoice #	Date	P.O.	Amount
400-680-821	ST LNS #3 90/57 SWR	03092018	03/09/2018		7,877.45
400-680-822	ST LNS #4 90/57 WTR	03092018	03/09/2018		10,948.67
400-680-822	ST LNS #4 90/57 SWR	03092018	03/09/2018		9,019.22
400-680-823	ST LNS #5 ALLEN RD	03092018	03/09/2018		2,149.95
400-680-824	ST LNS #6 OLD SPAN TR	03092018	03/09/2018		3,765.83
400-680-825	ST LNS #7 OLD SPAN TR	03092018	03/09/2018		9,665.99

400 AT&T

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-605	MONTHLY LONG DISTANCE	2284972276	03/06/2018		62.01

400 AT&T

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-605	MONTHLY SERVICE	2284974594	03/14/2018		224.59

400 FUELMAN

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-525	UNL FUEL	NP52824141	03/19/2018		47.36

400 2012 GUD BONDS DEBT SERVICE

Account Number	Description	Invoice #	Date	P.O.	Amount
400-680-816	APR 2018 PRN PMT	04012018	03/31/2018		112,916.67
400-680-817	APR 2018 INT PMT	04012018	03/31/2018		3,445.83

400 ARISTA INFORMATION SYSTEMS INC

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-698	FEB 2018 STATEMENTS	25015	03/14/2018		789.50
400-650-698	FEB 2018 POSTAGE	1425201803	03/14/2018		3,000.00

400 MSC 7511

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-698	FGYJ00-01 RENTAL FEE	INV2373164	03/09/2018		166.49
400-650-698	MPC4504 USAGE:B/W	INV2373164	03/09/2018		41.94
400-650-698	MPC4504 USAGE:COLOR	INV2373164	03/09/2018		158.02

400 AT&T

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-605	MONTHLY SERVICE	2284975234	03/14/2018		151.24

400 IRBY'S ANSWERING SERVICE

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-698	84 CALL OUTS: 2/21-3/20/2018	277-032118	03/21/2018		39.48
400-650-698	780 AGENTS MTS:2/21-3/20/2018	277-032118	03/21/2018		274.88
400-650-698	BASE RATE: 3/21-4/17/2018	277-032118	03/21/2018		277.00

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Fund	Name of Claimant	Account Number	Description	Trans #	Release Date	Claim Date	Invoice #	Date	P.O.	Claim Amount	Approved/Disapproved
400	CITY OF GAUTIER			181469	04/03/2018	03/26/2018				99,983.89	
		400-000-104	FEB 2017 GARBAGE PMTS				02282018	02/28/2018			99,983.89
400	CABLE ONE INC			181479	04/03/2018	03/27/2018				54.36	
		400-650-698	MAR 2018: #107663106				03162018	03/23/2018			54.36
400	SINGING RIVER ELECTRIC COOPERATIVE			181480	04/03/2018	03/27/2018				4,477.70	
		400-651-631	LIFT STNS 89627001				03172018	03/23/2018			67.53
		400-651-631	LIFT STNS 89702001				03172018	03/23/2018			42.75
		400-651-631	LIFT STNS 17881				03172018	03/23/2018			2,206.46
		400-651-631	WATER WELLS 17881				03172018	03/23/2018			2,160.96
400	SINGING RIVER ELECTRIC COOPERATIVE			181481	04/03/2018	03/27/2018				2,281.10	
		400-651-631	LIFT STATIONS 20649				03162018	03/22/2018			1,077.43
		400-651-631	LIFT STATIONS 28779				03162018	03/22/2018			85.67
		400-651-631	SCHOONER WELL 20688				03122018	03/20/2018			927.72
		400-651-631	LIFT STATIONS 20688				03122018	03/20/2018			190.28
400	SINGING RIVER ELECTRIC COOPERATIVE			181482	04/03/2018	03/27/2018				7,951.78	
		400-651-631	IONIZATION PLANT 99216002				03192018	03/26/2018			286.67
		400-651-631	LIFT STATIONS 17882				03192018	03/26/2018			2,487.93
		400-651-631	WATER WELLS 17882				03192018	03/26/2018			2,914.62
		400-651-631	CITY HALL SOUTH 17882				03192018	03/26/2018			2,262.56
400	GOLDIN METALS INC			181497	04/03/2018	03/27/2018				36.94	
		400-650-635	#26 RAKE & CORNER TRIM-RP				602751	03/15/2018	180616		36.94
400	SOUTHERN PIPE & SUPPLY			181502	04/03/2018	03/27/2018				245.65	
		400-651-581	2"X8" BRASS NIPPLE (5)				1643762-00	03/06/2018	180530		149.50
		400-651-581	1GAL PIPE LUBRICANT (5)				1643762-00	03/06/2018	180530		96.15
400	SOUTHERN WATERWORKS SUPPLY INC			181507	04/03/2018	03/27/2018				1,200.91	
		400-651-581	4" PVC RUBBER COUPLING (12)				74042	02/28/2016	180472		67.90
		400-651-581	4" PVC RUBBER COUPLING ARC (6)				74042	02/28/2016	180472		137.99
		400-651-581	4" PVC RUBBER COUPLING ARC				74327	03/16/2018	180472		69.00
		400-651-581	1X3/4 SCH 40 BUSHING (4)				74328	03/16/2018	180613		2.16
		400-651-581	2X7-1/2 COLLAR LEAK CLAMP (2)				74328	03/16/2018	180613		104.43
		400-651-581	3/4 BRASS COUP CTS X CTS (12)				74328	03/16/2018	180613		208.65
		400-651-581	3/4X5/8X3/4 CURB STOP (12)				74328	03/16/2018	180613		515.10
		400-651-581	4X1 BRASS SADDLE IPS (2)				74328	03/16/2018	180613		54.88
		400-651-583	100/CT GREEN STAKING FLAG (2)				74415	03/23/2018	180631		20.40
		400-651-583	100/CT BLUE STAKING FLAG (2)				74414	03/23/2018			20.40

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	U S WATER SERVICES INC	181509	04/03/2018	03/27/2018			1,608.26	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-582	GA PROCESS 4-1/2" PANEL MT (4)		INV366281	03/16/2018	180398		895.20
	400-651-582	GA DIFF PRESSURE 4.5"		INV366281	03/16/2018	180398		675.00
	400-651-582	FREIGHT		INV366281	03/16/2018	180398		38.06
400	ENGEL ELECTRIC LLC	181512	04/03/2018	03/27/2018			8,670.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-635	INSTALL DRYWALL: PW WAREHOUSE		S18226038	03/07/2018	180409		4,635.00
	400-650-635	INSTALL PREFABR AWNING		18-0001	03/16/2018	180599		2,140.00
	400-650-635	REPR WOOD AWNING/LIGHTS		18-0001	03/16/2018	180599		1,260.00
	400-650-635	REINSTALL WASHER/DRYER		18-0001	03/16/2018	180599		180.00
	400-650-635	LABOR ADD NEW A/C SUPPLY LINE		18-0056	03/10/2018	180600		455.00
400	TRI STATE CHLORINATION	181513	04/03/2018	03/27/2018			3,200.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	HYDRO 500 VACUUM REG:MALL WELL		1576	03/23/2018	180639		800.00
	400-651-581	SPARES (3)		1576	03/23/2018			2,400.00
400	CORE & MAIN LP	181515	04/03/2018	03/27/2018			137.28	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-583	BLUE MARK PAINT (12)		I533368	03/09/2018	180548		34.32
	400-651-581	GREEN MARK PAINT (12)		I533368	03/09/2018	180548		34.32
	400-651-581	WHITE MARK PAINT (24)		I568401	03/15/2018	180548		68.64

FUND TOTAL 400 Claims to Checks 21 Total 294,869.99 Manual Held Total 294,869.99

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	45 Total	201,211.40 Manual	Held	Total	201,211.40
FUND 157 Claims	to	Checks	4 Total	13,542.72 Manual	Held	Total	13,542.72
FUND 160 Claims	to	Checks	1 Total	1,412.50 Manual	Held	Total	1,412.50
FUND 171 Claims	to	Checks	1 Total	1,365.00 Manual	Held	Total	1,365.00
FUND 172 Claims	to	Checks	1 Total	8,466.98 Manual	Held	Total	8,466.98
FUND 176 Claims	to	Checks	7 Total	4,414.52 Manual	Held	Total	4,414.52
FUND 300 Claims	to	Checks	1 Total	11,400.00 Manual	Held	Total	11,400.00
FUND 400 Claims	to	Checks	21 Total	294,869.99 Manual	Held	Total	294,869.99
Total for all Funds		Checks	81 Total	536,683.11 Manual	Held	Total	536,683.11

Councilman Vaughan made the motion to authorize Change Order #3 for the City Park Boat Launch Improvements Project, approval of the final pay application in the amount of $28,955.69, and execution of close-out documentation, as presented. Councilwoman Martin seconded the motion.

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

ORDER NUMBER 066-2018

WHEREAS, The Dingell-Johnson Sport Fish Restoration Program, authorized under the U.S. Fish and Wildlife Service, supports activities designed to restore, conserve, manage, or enhance sport fish populations; and

WHEREAS, the Mississippi Department of Marine Resources applied to the U.S. Fish and Wildlife Service on behalf of the City of Gautier for a sport fish grant; and

WHEREAS, the City was awarded $190,310 in federal funds, which requires a 25 percent match of $65,300, and tidelands agreed to cover the local match; and

WHEREAS, this project includes removing and replacing the two existing deteriorated boat launches, removing and replacing the existing deteriorated boat dock decking, removing and replacing the deteriorated wooden bulkhead, adding an accessible kayak and canoe launch, and installing an accessible route to the dock area; and

WHEREAS, this project is now complete, and a change order was submitted which reflects deductions totaling $117.17 for unused materials and demolition; and

WHEREAS, the change order will reduce the original contract amount from $271,170.13 to $271,052.96; and

WHEREAS, it is in the best interest of the City of Gautier to approve the change order, approve the final pay application in the amount of $28,955.69, and execute close-out documentation for the contract; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Change Order #3 for the City Park Boat Launch Improvements Project is hereby approved;

IT IS FURTHER ORDERED that the final pay application in the amount of $28,955.69 is hereby approved;

IT IS FURTHER ORDERED that execution of the close-out documentation for the contract is hereby authorized;

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

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

AYES: **Phil Torjusen**
Mary Martin
Cameron George
Richard Jackson
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: **None**

____
MAYOR

ATTEST:

____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 3, 2018.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager

From: April Havens, Grants and Projects Director

Date: April 2, 2018

Subject: City Park Boat Launch Improvements Project — Change Order #3, Final Pay Application, and Close Out Documentation

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REQUEST:

The Grants and Projects Administrator requests City Council authorization for Change Order #3 for the City Park Boat Launch Improvements Project, approval of the final pay application in the amount of $28,955.69, and execution of close-out documentation.

BACKGROUND:

The Dingell-Johnson Sport Fish Restoration Program, authorized under the U.S. Fish and Wildlife Service, supports activities designed to restore, conserve, manage, or enhance sport fish populations; the public use and benefits from these resources; and activities that provide boat access to public waters. The Mississippi Department of Marine Resources applied to the U.S. Fish and Wildlife Service on behalf of the City of Gautier for this sport fish grant. The City was awarded $190,310 in federal funds, which requires a 25 percent match of $65,300. Tidelands agreed to cover the local match.

This project includes removing and replacing the two existing deteriorated boat launches, removing and replacing the existing deteriorated boat dock decking, removing and replacing the deteriorated wooden bulkhead, adding an accessible kayak and canoe launch, and installing an accessible route to the dock area.

DISCUSSION:

This project is now complete. This change order reflects deducts totaling $117.17 for unused materials and demolition. The original contract amount of $271,170.13 will be reduced to $271,052.96.

RECOMMENDATION:

The Grants & Projects Administrator requests authorization for Change Order #3 for the City Park Boat Launch Improvements Project, approval of the final pay application in the amount of $28,955.69, and execution of close-out documentation as presented.

City Council may:

1. Authorize Change Order #3, approve the final pay application in the amount of $28,955.69, and authorize execution of close-out documentation; or
2. Not Authorize Change Order #3, approve the final pay application in the amount of $28,955.69, and authorize execution of close-out documentation as presented.

ATTACHMENT(S):

1. Close-Out Documentation, Final Pay App, and Change Order #3

COMPTON ENGINEERING, INC.

ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICES

1706 Convent Avenue
P.O. Box 686
Pascagoula, MS 39568

Phone: 228.762.3970
Fax: 228.769.9079

comptonengineering.com

March 27, 2018

Ms. April Havens, Grants & Projects Administrator
City of Gautier
3330 Highway 90
Gautier, MS 39553

Re: City Park Boat Launch Improvements
Closeout Documents
(C.E. Job #: 216-055)

Dear Ms. Havens:

Please find enclosed the following three (3) originals of the Closeout Documents for the above referenced project:

1. Final Payment Application and Certificate Signature Page
2. Payment Application No. 5 & Final
3. Contract Completion Certificate
4. Recommendation for Final Acceptance of Contract
5. Final Completion Inspection Report
6. Final Waiver of Lien
7. Consent of Surety to Final Payment
8. Change Order No. 3 (Summary Change Order)

Once approved and signed, please return two (2) originals of the above referenced Closeout Documents to our office for further handling.

If you have any questions, please advise.

Sincerely,

COMPTON ENGINEERING, INC.

W. Andrew Douglass, P.E.
Project Engineer

Enclosures

pc: M & D Construction Company, Inc.

PASCAGOULA
BILOXI
BAY ST. LOUIS

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FINAL PAYMENT APPLICATION AND CERTIFICATE SIGNATURE PAGE

Dated: March 22, 2018

Project: City Park Boat Launch Improvements	Owner: City of Gautier	Funding Agent Contract No.: N/A
Contract: City Park Boat Launch Improvements		Engineer's Project No.: 216-055
Contractor: M & D Construction Company, Inc.		
Contractor's Address: (send Certified Mail, Return Receipt Requested) P.O. Box 5047 Moss Point, MS 39563		

I hereby acknowledge that this contract has been completed in substantial compliance with the items of the Agreement, Specifications and Plans. I, therefore, recommend acceptance of the work and processing of this final estimate as showing the total amount of money due to the Contractor in compliance with the terms of the Contract.

Compton Engineering, Inc., Engineer

By: ____________________
Authorized Signature

Title: Project Engineer

Date: 3/27/18

City of Gautier, Owner

By: ____________________
Authorized Signature

Title: ____________________

Date: ____________________

With the acceptance of this final payment, we, the Contractor, release the Owner and the Engineer and their Agents, from all claims and all liability to us, the Contractor, for all things done or furnished in connection with the Work, and every act of the Owner and others relating to, or arising, out of the Work.

M & D Construction Company, Inc., Contractor

By: ____________________
Authorized Signature

Title: David J. Vice -- Vice President

Date: March 23, 2018

COMPTON ENGINEERING, INC.

ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICES

1706 Convent Avenue
P.O. Box 686
Pascagoula, MS 39568

Phone: 228.762.3970
Fax: 228.769.9079

comptonengineering.com

March 27, 2018

Ms. April M. Havens, Grants & Project Administrator
City of Gautier
3330 Highway 90
Gautier, MS 39553

Re: City Park Boat Launch Improvements
(C.E. Job #: 216-055)

Dear Ms. Havens:

Please find enclosed the Contractor's Pay Application Number 5 & Final for the above referenced project. We have reviewed M & D Construction Co., Inc.'s payment application and recommend payment in the amount of **$28,955.69**.

If you have any questions or require additional information, please advise.

Sincerely,

COMPTON ENGINEERING, INC.

W. A. D.

W. Andrew Douglass, P.E.
Project Engineer

WAD:kl

attachments

pc: M&D Construction Co., Inc.

PASCAGOULA

BILOXI

BAY ST. LOUIS

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PAYMENT APPLICATION AND CERTIFICATE

INVOICE NO: **M&D - 1977**

TAX ID #: 64-0623736

APPLICATION NO: 5 - FINAL

DATE: 3/19/2018

PERIOD: FROM 11/19/2017 TO 2/27/2018

SHEET: 1 - 4

PROJECT: **City Park Boat Launch Improvements (C.E. Job No.: 216-055)**

CONTRACTOR: **M&D Construction Co., Inc.**

1.	ORIGINAL CONTRACT SUM	$ 261,127.65
2.	CONTRACT MODIFICATIONS APPROVED IN PREVIOUS PAY APPLICATIONS:	
	ADDITIONS: $ 10,042.48 DEDUCTIONS: $ -	
3.	CONTRACT MODIFICATIONS APPROVED THIS PERIOD:	
	(List Contract Modification Nos. 3)	
	ADDITIONS: $ - DEDUCTIONS: $ 117.17	
4.	NET CHANGE BY CONTRACT MODIFICATIONS	
	(Sum of Lines 2 & 3)	$ 9,925.31
5.	REVISED CONTRACT AMOUNT: (Sum of Lines 1 & 4)	$ 271,052.96
6.	TOTAL VALUE OF WORK TO DATE (Attached Payment Breakdown)	$ 271,052.96
7.	PERCENT PROJECT COMPLETE: (Line 6 ÷ Line 5 x 100)	100%
8.	PERCENT COMPLETION BY TIME: (Elapsed Days ÷ Contract Days x 100)	100%
9.	MATERIALS ON HAND (Listing Attached)	$ -
10.	PARTIAL PAYMENT UNDELIVERED EQUIPMENT	
	(Listing Attached)	$ -
11.	SUBTOTAL OF WORK AND MATERIAL (Sum of Lines 6, 9, & 10)	$ 271,052.96
12.	LESS AMOUNT RETAINED (5%)	$ 13,552.65
13.	APPROVED RETAINAGE REDUCTION	$ 13,552.65
14.	TOTAL AMOUNT RETAINED TO DATE (Line 12 - Line 13)	$ (0.00)
15.	SUBTOTAL OF DUE PAYMENT (Line 11 - Line 14)	$ 271,052.96
16.	LESS PREVIOUS CERTIFICATES FOR PAYMENT	$ 242,097.27
	(Item 15 from Previous Application)	
17.	CURRENT PAYMENT DUE: (Line 15 - Line 16)	$ 28,955.69

The undersigned Contractor certifies that the Work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work which previous Certificates for Payments were issued and payments received from the Owner, and that the current payments shown herein is now due.

M&D Construction Co., Inc.		3/23/18
Contractor	By	Date

I HEREBY ACKNOWLEDGE THAT THE MATERIAL AND LABOR INVOLVED ON THE ABOVE ESTIMATE ARE CORRECT AND PAYMENT IS DUE THE CONTRACTOR.

Compton Engineering, Inc.		3/27/18
Engineer	By	Date

				Change Order No. 3 (SCO)		Previous Application		Current Application		Total-To-Date		% Complete	% Complete
Item #	Description	Units	Qty.	Unit Price	Ext. Total	Qty.	Amount	Qty.	Amount	Qty.	Amount	Current Appl	Total-To-Date
BID SCHEDULE NO. 1 - CITY PARK BOAT LAUNCH IMPROVEMENTS													
1	Mobilization/Demobilization	LS	1.00	$10,235.00	$ 10,235.00	1.00	$ 10,235.00		$ -	1.00	$ 10,235.00		100.00%
2	Erosion & Sediment control	LS	1.00	$1,725.00	$ 1,725.00	1.00	$ 1,725.00		$ -	1.00	$ 1,725.00		100.00%
3	Construction survey	LS	1.00	$4,025.00	$ 4,025.00	1.00	$ 4,025.00		$ -	1.00	$ 4,025.00		100.00%
4	Temporary silt fence	LF	150.00	$3.45	$ 517.50	150.00	$ 517.50		$ -	150.00	$ 517.50		100.00%
5	Sawcut existing Asphalt/Concrete	LF	40.00	$5.75	$ 230.00	40.00	$ 230.00		$ -	40.00	$ 230.00		100.00%
6	Remove existing Asphalt	SY	5.00	$57.50	$ 287.50	5.00	$ 287.50		$ -	5.00	$ 287.50		100.00%
7	Demolition of existing concrete boat launch and Sidewalk	SY	275.00	$10.47	$ 2,879.25	275.00	$ 2,879.25		$ -	275.00	$ 2,879.25		100.00%
8	Demolish existing dock decking	SF	1,395.00	$2.60	$ 3,627.00	1,395.00	$ 3,627.00		$ -	1,395.00	$ 3,627.00		100.00%
9	Demolish existing structural member	BF	160.00	$2.60	$ 416.00	160.00	$ 416.00		$ -	160.00	$ 416.00		100.00%
10	Excavate/grade for boat launch improvements	LS	1.00	$65,700.00	$ 65,700.00	1.00	$ 65,700.00		$ -	1.00	$ 65,700.00		100.00%
11	Excavate for ADA accessible route	LS	1.00	$575.00	$ 575.00	1.00	$ 575.00		$ -	1.00	$ 575.00		100.00%
12	Aggregate base under concrete launches and sidewalks	SY	415.00	$28.92	$ 12,001.80	415.00	$ 12,001.80		$ -	415.00	$ 12,001.80		100.00%
13	Aggregate base under piers adjacent to launch	SY	90.00	$28.92	$ 2,602.80	90.00	$ 2,602.80		$ -	90.00	$ 2,602.80		100.00%
14	Provide concrete Boat launch and ramp (incl. curbs)	SY	307.51	$192.22	$ 59,109.57	307.51	$ 59,109.57		$ -	307.51	$ 59,109.57		100.00%
15	Provide ADA accessible sidewalks and ramp to pier (incl. curbs)	SY	86.47	$90.39	$ 7,816.02	86.47	$ 7,816.02		$ -	86.47	$ 7,816.02		100.00%
16	Provide vinyl sheetpile bulkhead system (11' long)	SF	1,595.00	$16.45	$ 26,237.75	1,595.00	$ 26,237.75		$ -	1,595.00	$ 26,237.75		100.00%
17	Provide new dock structural members (incl. hardware)	BF	160.00	$9.20	$ 1,472.00	160.00	$ 1,472.00		$ -	160.00	$ 1,472.00		100.00%
18	Provide new dock decking	SF	1,395.00	$6.27	$ 8,746.65	1,395.00	$ 8,746.65		$ -	1,395.00	$ 8,746.65		100.00%
19	Provide solar lighting at docks	EA	2.00	$1,150.00	$ 2,300.00	2.00	$ 2,300.00		$ -	2.00	$ 2,300.00		100.00%
20	Provide new timber piles	LF	80.00	$17.86	$ 1,428.80	80.00	$ 1,428.80		$ -	80.00	$ 1,428.80		100.00%
21	Provide accessible floating kayak launch	LS	1.00	$40,480.00	$ 40,480.00	1.00	$ 40,480.00		$ -	1.00	$ 40,480.00		100.00%
	TOTAL BID SCHEDULE 1:			**$**	**252,412.65**	**$**	**252,412.65**	**$**	**-**	**$**	**252,412.65**		
ALTERNATE NO. 3 - CITY PARK BOAT LAUNCH IMPROVEMENTS													
1	Provide ADA accessible sidewalks on-site in locations to be determined by Owner	SY	28.05	$51.75	$ 1,451.59	28.05	$ 1,451.59		$ -	28.05	$ 1,451.59		100.00%
	TOTAL ALTERNATE NO. 3:			**$**	**1,451.59**	**$**	**1,451.59**	**$**	**-**	**$**	**1,451.59**		

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Item #	Description	Units	Qty.	Change Order No. 3 (SCO) Unit Price	Ext. Total	Previous Application Qty.	Amount	Current Application Qty.	Amount	Total-To-Date Qty.	Amount	% Complete Current Appl	% Complete Total-To-Date
CHANGE ORDER NO. 1													
CO1-1	Provide Pile Wrap & Caps on Timber Piles	LS	1.00	$1,300.00	$ 1,300.00	0.75	$ 975.00	0.25	$ 325.00	1.00	$ 1,300.00	25.00%	100.00%
	TOTAL CHANGE ORDER NO. 1:				**$ 1,300.00**		**$ 975.00**		**$ 325.00**		**$ 1,300.00**		

Item #	Description	Units	Qty.	Unit Price	Ext. Total	Qty.	Amount	Qty.	Amount	Qty.	Amount	% Complete Current Appl	% Complete Total-To-Date
CHANGE ORDER NO. 2 - FISHING PIER MAINTENANCE													
CO2-1	Demolish existing dock decking	SF	99.00	$2.60	$ 257.40		$ -	99.00	$ 257.40	99.00	$ 257.40	100.00%	100.00%
CO2-2	Demolish existing structural member	BF	66.00	$2.60	$ 171.60		$ -	66.00	$ 171.60	66.00	$ 171.60	100.00%	100.00%
CO2-3	Provide new dock structural members (incl. hardware)	BF	66.00	$9.20	$ 607.20		$ -	66.00	$ 607.20	66.00	$ 607.20	100.00%	100.00%
CO2-4	Provide new dock decking	SF	104.00	$6.27	$ 652.08		$ -	104.00	$ 652.08	104.00	$ 652.08	100.00%	100.00%
CO2-5	Replace handrail/ballast (including removal as necessary)	EA	125.00	$4.98	$ 622.50		$ -	125.00	$ 622.50	125.00	$ 622.50	100.00%	100.00%
CO2-6	Refasten deck boards	EA	30.00	$7.20	$ 216.00		$ -	30.00	$ 216.00	30.00	$ 216.00	100.00%	100.00%
CO2-7	Remove and replace hurricane straps at pavilions	EA	68.00	$18.00	$ 1,224.00		$ -	68.00	$ 1,224.00	68.00	$ 1,224.00	100.00%	100.00%
CO2-8	Provide new hardware at each pile bent	EA	4.00	$88.55	$ 354.20		$ -	4.00	$ 354.20	4.00	$ 354.20	100.00%	100.00%
CO2-9	Provide new louver vents	EA	8.00	$190.00	$ 1,520.00		$ -	8.00	$ 1,520.00	8.00	$ 1,520.00	100.00%	100.00%
CO2-10	Provide new handrail along ADA route	LF	175.00	$58.65	$ 10,263.75		$ -	175.00	$ 10,263.75	175.00	$ 10,263.75	100.00%	100.00%
	TOTAL CHANGE ORDER NO. 2:				**$ 15,888.73**		**$ -**		**$ 15,888.73**		**$ 15,888.73**		

TOTAL BID SCHEDULE NO. 1 + ALTERNATE NO. 3 + CHANGE ORDER NO. 1 + CHANGE ORDER NO. 2:	**$ 271,052.96**	**$ 254,839.23**	**$ 16,213.73**	**$ 271,052.96**	

VALUE OF COMPLETED WORK	$	271,052.96
MATERIAL INVENTORY	$	-
SUBTOTAL	$	271,052.96
LESS 5% RETAINAGE	$	13,552.65
APPROVED RETAINAGE REDUCTION	$	13,552.65
TOTAL AMOUNT RETAINED TO DATE	$	(0.00)
NET DUE	$	271,052.96
LESS PREVIOUS PAYMENTS	$	242,097.27
TOTAL THIS ESTIMATE	$	28,955.69

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Application No.: 5 - FINAL Project: City Park Boat Launch Improvements
(C.E. Job No.: 216-055)

Period From: 11/19/2017 TO 2/27/2018 Contractor: M&D Construction Co., Inc.

PAYMENT APPLICATION AND
CERTIFICATE MATERIALS ON
HAND SCHEDULE

		A	B	C	=(A-B) + C
Bid Item #	**Description**	**Value Previous Application**	**Value of Stored Material Incoporated into Work this Period**	**Value of Additional Material Stored this Period**	**Total Value of Stored Material this Application**
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
	SUBTOTAL/TOTAL:	$ -	$ -	$ -	$ -

M & D Construction Co., Inc.
P.O. Box 5047
Moss Point, MS 39563

Invoice

Date	Invoice #
3/19/2018	M&D - 1977

Bill To
City of Gautier 3330 Highway 90 Gautier, MS 39553

P.O. No.	Terms	Project
Pay App. # 5-F...	Due on receipt	0734 - City Park Boa...

Quantity	Description	Rate	Amount
	MPC #MP-31052385		
	Pay Application #5-FINAL - City Park Boat Launch Improvements		
	Billing Period: October 19, 2017 - November 18, 2017		
	Base Bid Items:		
0	1 - Mobilization ($10,235) - COMPLETE	10,235.00	0.00
0	2 - Erosion & Sediment Control ($1,725) - COMPLETE	1,725.00	0.00
0	3 - Construction Survey ($4,025) - complete to date - 100% - COMPLETE	4,025.00	0.00
0	4 - Temporary Silt Fence (150 LF) ($3.45 / $517.50) - complete to date - 150 lf - 100% - COMPLETE	3.45	0.00
0	5 - Sawcut existing Asphalt/Concrete (40 LF) ($5.75 / $230) - COMPLETE	5.75	0.00
0	6 - Remove existing Asphalt (5 SY) ($57.50 / $287.50) - COMPLETE	57.50	0.00
0	7 - Demolition of existing Concrete Boat Launch and Sidewalk (275 SY) ($10.47 / $2,879.25) - complete to date - 275 sy - COMPLETE	10.47	0.00
0	8 - Demolish existing Dock Decking (1,310 SF) ($2.60 / $3,406) - complete to date - 1,395 sf - 106.49% - COMPLETE	2.60	0.00
0	9 - Demolish existing Structural Member (500 BF) ($2.60 / $1,300) - complete to date - 160 bf - 32% - COMPLETE	2.60	0.00
0	10 - Excavate / Grade for Boat Launch improvements ($65,700) - COMPLETE	65,700.00	0.00

Thank you for your business.

Total

M & D Construction Co., Inc.
P.O. Box 5047
Moss Point, MS 39563

Invoice

Date	Invoice #
3/19/2018	M&D - 1977

Bill To

City of Gautier
3330 Highway 90
Gautier, MS 39553

P.O. No.	Terms	Project
Pay App. # 5-F...	Due on receipt	0734 - City Park Boa...

Quantity	Description	Rate	Amount
0	11 - Excavate for ADA accessible Route ($575) - COMPLETE	575.00	0.00
0	12 - Aggregate Base under Concrete Launches and Sidewalks (415 SY) ($28.92 / $12,001.80) - complete to date - 415 sy - 100% - COMPLETE	28.92	0.00
0	13 - Aggregate Base under Piers adjacent to Launch (90 SY) ($28.92 / $2,602.80) - COMPLETE	28.92	0.00
0	14 - Provide Concrete Boat Launch and Ramp (incl. Curbs) (340 SY) ($192.22 / $65,354.80) - complete to date - 307.51 sy - 90.44% - COMPLETE	192.22	0.00
0	15 - Provide ADA accessible Sidewalks and Ramp to Pier (incl. Curbs) (75 SY) ($90.39 / $6,779.25) - complete to date - 86.47 sy - 115.29% - COMPLETE	90.39	0.00
0	16 - Provide Vinyl Sheetpile Bulkhead System (11' long) (1,500 SF) ($16.45 / $24,675) - complete to date - 1595 sf - 106.33% - COMPLETE	16.45	0.00
0	17 - Provide new Dock Structural Members (incl. Hardware) (500 BF) ($9.20 / $4,600) - complete to date - 160 bf - 32% - COMPLETE	9.20	0.00
0	18 - Provide new Dock Decking (1,310 SF) ($6.27 / $8,213.70) - complete to date - 1,395 sf - 106.49% - COMPLETE	6.27	0.00
0	19 - Provide Solar Lighting at Docks (2 EA) ($1,150 / $2,300) - complete to date - 2 ea. - 100% - COMPLETE	1,150.00	0.00
0	20 - Provide new Timber Piles (80 LF) ($17.86 / $1,428.80) - complete to date - 80 lf - 100% - COMPLETE	17.86	0.00
0	21 - Provide Accessible Floating Kayak Launch ($40,480) - complete to date - 100% - COMPLETE	40,480.00	0.00

Thank you for your business.

Total

M & D Construction Co., Inc.
P.O. Box 5047
Moss Point, MS 39563

Invoice

Date	Invoice #
3/19/2018	M&D - 1977

Bill To
City of Gautier 3330 Highway 90 Gautier, MS 39553

P.O. No.	Terms	Project
Pay App. # 5-F...	Due on receipt	0734 - City Park Boa...

Quantity	Description	Rate	Amount
	Alternate #3 Bid:		
0	1 - Provide ADA Accessible Sidewalks on-site in locations to be determined by Owner (35 SY) ($51.75 / $1,811.25) - complete to date - 28.05 sy - 80.14% - COMPLETE	51.75	0.00
	Change Order #1		
0.25	CO1-1 - Provide Pile Wrap & Caps on Timber Piles ($1,300) - complete to date - 100%	1,300.00	325.00
	Change Order #2		
99	CO2-1 - Demolish existing Dock Decking (148 SF) ($2.60 / $384.80) - complete to date - 99 sf - 66.89%	2.60	257.40
66	CO2-2 - Demolish existing Structural Member (78 BF) ($2.60 / $202.80) - complete to date - 66 bf - 84.62%	2.60	171.60
66	CO2-3 - Provide new Dock Structural Members (incl. Hardware) (78 BF) ($9.20 / $717.60) - complete to date - 66 bf - 84.62%	9.20	607.20
104	CO2-4 - Provide new Dock Decking (160 SF) ($6.27 / $1003.20) - complete to date - 104 sf - 65%	6.27	652.08
125	CO2-5 - Replace handrail Ballast (incl. Removal if necessary) (80 EA) ($4.98 / $398.40) - complete to date - 125 ea - 156.25%	4.98	622.50
30	CO2-6 - Refasten Deck Boards (22 EA) ($7.20 / $158.40) - complete to date - 30 ea - 136.36%	7.20	216.00
68	CO2-7 - Remove and Replace Hurricane Straps at Pavilions (72 EA) ($18.00 / $1296) - complete to date - 68 ea - 94.44%	18.00	1,224.00
4	CO2-8 - Provide new Hardware at each Pile bent (4 EA) ($88.55 / $354.20) - complete to date - 4 ea - 100%	88.55	354.20

Thank you for your business.

Total

M & D Construction Co., Inc.

P.O. Box 5047
Moss Point, MS 39563

Invoice

Date	Invoice #
3/19/2018	M&D - 1977

Bill To
City of Gautier 3330 Highway 90 Gautier, MS 39553

P.O. No.	Terms	Project
Pay App. # 5-F...	Due on receipt	0734 - City Park Boa...

Quantity	Description	Rate	Amount
8	CO2-9 - Provide new Louver Vents (8 EA) ($190.00 / $1520) - complete to date - 8 ea - 100%	190.00	1,520.00
175	CO2-10 - Provide new Handrail along ADA route (175 LF) ($58.65 / $10263.75) - complete to date - 175 lf - 100%	58.65	10,263.75
1	Retainage - Return - $271,052.96 x 5% = $13,552.648)	12,741.96	12,741.96
	MS Sales Tax	7.00%	0.00

Thank you for your business.

Total $28,955.69

CONTRACT COMPLETION CERTIFICATE

Dated: March 22, 2018

Project: City Park Boat Launch Improvements	Owner: City of Gautier	Funding Agent Contract No.: N/A
Contract: City Park Boat Launch Improvements		Engineer's Project No.: 216-055
Contractor: M & D Construction Company, Inc.		
Contractor's Address: (send Certified Mail, Return Receipt Requested) P.O. Box 5047 Moss Point, MS 39563		

Date Contract Executed:	June 20, 2017	Type of Work: Demolition of the existing concrete launch and sidewalks at the launch, regrading and reconstruction of the launch, removal and replacement of pier decking, construction of a new vinyl sheet pile bulkhead, providing a new kayak launch facility, and construction of ADA accessible routes in the vicinity of the launch and piers.
Date of Notice to Proceed:	July 27, 2017	

This is to acknowledge that the work covered by the above described contract was completed by the contractor in accordance with final plans and specifications in a satisfactory manner and accepted by the City of Gautier on the following date:

Date of Contract Completion: February 27, 2018

Remarks:

I acknowledge that the above listed project was essentially completed as programmed and in accordance with the procedures and standards contained in the Contract Documents.

City of Gautier, Owner

By: ______________________________
Authorized Signature

Title: ______________________________

Date: ______________________________

ONE YEAR INSPECTION

Approximately thirty days prior to November 3, 2018, the one-year anniversary of the date of Substantial Completion, the Design Professional, the Owner, and the Contractor shall conduct an inspection of the Project to determine any correction of the Work which may be required at that time.

RECOMMENDATION FOR FINAL ACCEPTANCE OF CONTRACT

Dated: March 22, 2018

Project: City Park Boat Launch Improvements	Owner: City of Gautier	Funding Agent Contract No.: N/A
Contract: City Park Boat Launch Improvements		Engineer's Project No.: 216-055
Contractor: M & D Construction Company, Inc.		
Contractor's Address: (send Certified Mail, Return Receipt Requested) P.O. Box 5047 Moss Point, MS 39563		

The following persons were present during the inspection:

Architect/Engineer: Andy Douglass and Joey Duggan
Owner: April Havens and Scott Ankerson
Contractor: Jeffery Belk
Economic Development Representative: N/A
Other: N/A

RECITAL: The work performed under this contract was inspected on February 27, 2018 for the purpose of determining acceptability of construction. The Date of Acceptance is hereby established as February 27, 2018.

Definition of the term "Date of Acceptance": The "Date of Acceptance" is the date which the Owner may occupy and/or use the facility for the purpose for which it is intended in accordance with the contract documents and all work for the facility has been completed with the exception of minor cleanup and minor corrective action as shown in the Architect/Engineer's list made during the final inspection.

Compton Engineering, Inc., Engineer

By: [signature]
Authorized Signature

Title: Project Engineer

Date: 3/27/18

The Contractor agrees that the Date of Acceptance is also the date of commencement of all warranties required by the contract documents and that he/she, the Contractor, has released all liens on the project, including material men and mechanics liens or others filed by the Contractor. The Contractor will complete the work on the Architect/Engineer's list of minor cleanup and corrective work within one (1) day of the Date of Acceptance:

M & D Construction Company, Inc., Contractor

By: [signature]
Authorized Signature

Title: David J. Vice -- Vice President

Date: March 23, 2018

The Owner accepts the work as complete and will assume full possession thereof on **February 27, 2018**.

City of Gautier, Owner

By: ______________________
Authorized Signature

Title: ______________________

Date: ______________________

FINAL COMPLETION INSPECTION REPORT

Dated: March 22, 2018

Project: City Park Boat Launch Improvements	Owner: City of Gautier	Funding Agent Contract No.: N/A
Contract: City Park Boat Launch Improvements		Date of Contract: June 20, 2017
Contractor: M & D Construction Company, Inc.		Engineer's Project No.: 216-055

The work performed under this Contract has been inspected for Final Completion by the Engineer, Owner, and Contractor. All the work was found to be complete in accordance with the intent of the Contract Documents at the time of inspection with the exception of the list of items below. The project is recommended for final completion.

Items to be completed:

- Replace/re-fasten grip tape at kayak launch.
- Ensure all screws in hurricane straps are properly installed.
- Replace missing end caps at ends of fishing piers adjacent to launch.
- Replace deck board at end of western pier.

Executed by Engineer — Date 3/27/18

Executed by Contractor — Date March 23, 2018
David J. Vice – Vice President

FINAL WAIVER OF LIEN

Dated: March 22, 2018

Project: City Park Boat Launch Improvements	Owner: City of Gautier	Funding Agent Contract No.: N/A
Contract: City Park Boat Launch Improvements		Engineer's Project No.: 216-055
Contractor: M & D Construction Company, Inc.		
Contractor's Address: (send Certified Mail, Return Receipt Requested) P.O. Box 5047 Moss Point, MS 39563		

FOR VALUE RECEIVED, we hereby waive all rights and claims for lien on land and structures about to be erected, being erected, erected, altered, and to the appurtenances thereunto for the above referenced Project.

By M & D Construction Company, Inc., Contractor

same being located in **JACKSON COUNTY, MISSISSIPPI**, for all labor performed and for all material furnished for the erecting, construction, alteration or repair of said structures and appurtenances.

M & D Construction Company, Inc., Contractor

By: ______________________
Authorized Signature

Title: David J. Vice – Vice President

Date: March 23, 2018

CONTRACTOR'S AFFIDAVIT

We hereby affirm that we have complied fully with the provisions and requirements of the Mississippi Statutes relative to the wage rate determination covering this project and that we have received evidence of compliance from each of our agents and subcontractors.

M & D Construction Company, Inc., Contractor

By: ______________________
Authorized Signature

Title: David J. Vice -- Vice President

Date: March 23, 2018

CONTRACTOR'S CERTIFICATION OF PAYMENT

We, M & D Construction Company, Inc., (Contractor) do hereby certify that payments for all material and labor on City Park Boat Launch Improvements (Project), for City of Gautier (Owner), have been made in full and that there are no outstanding bills for labor or material on the project.

M & D Construction Company, Inc., Contractor

By: ______________________
Authorized Signature

Title: David J. Vice -- Vice President

Date: March 23, 2018

CONSENT OF SURETY TO FINAL PAYMENT

Dated: March 22, 2018

Project: City Park Boat Launch Improvements	Owner: City of Gautier	Funding Agent Contract No.: N/A
Contract: City Park Boat Launch Improvements		Engineer's Project No.: 216-055
Contractor: M & D Construction Company, Inc.		
Contractor's Address: (send Certified Mail, Return Receipt Requested) P.O. Box 5047 Moss Point, MS 39563		

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (insert name and address of Surety Company)

U.S. Specialty Insurance Company
13403 Northwest Freeway
Houston, TX 77040-6094

, SURETY COMPANY,

on bond of (insert name and address of Contractor)

M & D Construction Company, Inc.
4006 Kreole Avenue
Moss Point, MS 39563

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to

City of Gautier
3330 Hwy 90
Gautier, MS 39553

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this 22nd day of March, 2018.

U.S. Specialty Insurance Company
Name of Surety

By: Dewey Brashier
Authorized Signature

Attest: Darlene Landry
(Seal)

Title: Dewey Brashier, Attorney-In-Fact

NOTE: This form is to be used as a companion document to Final Waiver of Lien.

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY   TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY   U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jim E. Brashier, Troy P. Wagener, Loren Richard Howell, Jr., Dewey Brashier, Kathleen B. Scarborough, Susan Skrmetta, John W. Nance

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed ******Unlimited****** Dollars ($ ***unlimited***)**. This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.

AMERICAN CONTRACTORS INDEMNITY COMPANY   TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY   U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals

AMERICAN CONTRACTORS INDEMNITY CO. INCORPORATED SEPT. 25, 1990 CALIFORNIA
UNITED STATES SURETY COMPANY
TEXAS BONDING COMPANY STATE OF TEXAS
U.S. Specialty Insurance Company T E X A S

By:

Daniel P. Aguilar, Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles   SS:

On this 1st day of November, 2016, before me, Sabina Morgenstein, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature ______________________ (Seal)

SABINA MORGENSTEIN
Commission # 2129256
Notary Public - California
Los Angeles County
My Comm. Expires Nov 3, 2019

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this _______ day of ______________, ______.

Corporate Seals

AMERICAN CONTRACTORS INDEMNITY CO. INCORPORATED SEPT. 25, 1990 CALIFORNIA
UNITED STATES SURETY COMPANY
TEXAS BONDING COMPANY STATE OF TEXAS
U.S. Specialty Insurance Company T E X A S

Kio Lo, Assistant Secretary

Bond No. ______________
Agency No. 17033

SECTION 00943-03
CHANGE ORDER NO. 3
(SUMMARY CHANGE ORDER)

Date of Issuance: March 22, 2018 Effective Date:

Project: City Park Boat Launch Improvements	Owner: City of Gautier	Funding Agent's Contract No.: N/A
Contract: City Park Boat Launch Improvements		Date of Contract: June 20, 2017
Contractor: M&D Construction Co., Inc.		Engineer's Project No.: 216-055

P.O. Box 5047

Moss Point, MS 39563

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Attachment No. 1 to Change Order No. 3 (Summary Change Order)

Attachments: Attachment No. 1 to Change Order No. 3 (Summary Change Order)

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIMES:
Original Contract Price:		Original Contract Times: ☐ Working days ■ Calendar days
		Substantial completion (date): October 25, 2017 (90 days)
	$261,127.65	Ready for final payment (date): November 24, 2017 (120 days)
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:
		Substantial completion (date): October 25, 2017 (90 days)
	$271,170.13	Ready for final payment (date): January 26, 2018 (183 days)
Decrease as of this Change Order:		Change of this Change Order:
		Substantial completion (days): 9 days
	($117.17)	Ready for final payment (days): 32 days
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:
		Substantial completion (date): November 3, 2017 (99 days)
	$271,052.96	Ready for final payment (date): February 27, 2018 (215 days)

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: [signature]	By:	By: [signature]
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature) David J. Vice -- Vice President
Date: 3/27/18	Date:	Date: March 23, 2018

This Change Order (CO) constitutes full and mutual accord and satisfaction for all time and costs related to this change. By acceptance of this CO, the contractor hereby agrees that the modification is an equitable adjustment to the contract, and waives all right to file any future claims arising out of this change.

To be effective, this CO must be approved by the Funding Agency if it changes the scope or objective of the PROJECT, or as may otherwise be required by the SUPPLEMENTARY GENERAL CONDITIONS.

ATTACHMENT NO. 1 TO CHANGE ORDER NO. 3
(SUMMARY CHANGE ORDER)

Rev - 0

Item #	Description	Units	Unit Price	Change Order No. 2		Change Order No. 3 (SCO)		Difference in	Total
				Quantity	Ext. Total	Quantity	Amount	Quantities	
BID SCHEDULE NO. 1 - CITY PARK BOAT LAUNCH IMPROVEMENTS									
1	Mobilization/Demobilization	LS	$10,235.00	1.00	$10,235.00	1.00	$10,235.00	0%	$0.00
2	Erosion & Sediment control	LS	$1,725.00	1.00	$1,725.00	1.00	$1,725.00	0%	$0.00
3	Construction survey	LS	$4,025.00	1.00	$4,025.00	1.00	$4,025.00	0%	$0.00
4	Temporary silt fence	LF	$3.45	150.00	$517.50	150.00	$517.50	0%	$0.00
5	Sawcut existing Asphalt/Concrete	LF	$5.75	40.00	$230.00	40.00	$230.00	0%	$0.00
6	Remove existing Asphalt	SY	$57.50	5.00	$287.50	5.00	$287.50	0%	$0.00
7	Demolition of existing concrete boat launch and Sidewalk	SY	$10.47	275.00	$2,879.25	275.00	$2,879.25	0%	$0.00
8	Demolish existing dock decking	SF	$2.60	1,395.00	$3,627.00	1,395.00	$3,627.00	0%	$0.00
9	Demolish existing structural member	BF	$2.60	160.00	$416.00	160.00	$416.00	0%	$0.00
10	Excavate/grade for boat launch improvements	LS	$65,700.00	1.00	$65,700.00	1.00	$65,700.00	0%	$0.00
11	Excavate for ADA accessible route	LS	$575.00	1.00	$575.00	1.00	$575.00	0%	$0.00
12	Aggregate base under concrete launches and sidewalks	SY	$28.92	415.00	$12,001.80	415.00	$12,001.80	0%	$0.00
13	Aggregate base under piers adjacent to launch	SY	$28.92	90.00	$2,602.80	90.00	$2,602.80	0%	$0.00
14	Provide concrete Boat launch and ramp (incl. curbs)	SY	$192.22	307.51	$59,109.57	307.51	$59,109.57	0%	$0.00
15	Provide ADA accessible sidewalks and ramp to pier (incl. curbs)	SY	$90.39	86.47	$7,816.02	86.47	$7,816.02	0%	$0.00
16	Provide vinyl sheetpile bulkhead system (11' long)	SF	$16.45	1,595.00	$26,237.75	1,595.00	$26,237.75	0%	$0.00
17	Provide new dock structural members (incl. hardware)	BF	$9.20	160.00	$1,472.00	160.00	$1,472.00	0%	$0.00
18	Provide new dock decking	SF	$6.27	1,395.00	$8,746.65	1,395.00	$8,746.65	0%	$0.00
19	Provide solar lighting at docks	EA	$1,150.00	2.00	$2,300.00	2.00	$2,300.00	0%	$0.00
20	Provide new timber piles	LF	$17.86	80.00	$1,428.80	80.00	$1,428.80	0%	$0.00
21	Provide accessible floating kayak launch	LS	$40,480.00	1.00	$40,480.00	1.00	$40,480.00	0%	$0.00
	TOTAL BID SCHEDULE NO. 1:				**$252,412.65**		**$252,412.65**		**$0.00**

Item #	Description	Units	Unit Price	Change Order No. 2		Change Order No. 3 (SCO)		Difference in	Total
				Quantity	Ext. Total	Quantity	Amount	Quantities	
ALTERNATE NO. 3 - CITY PARK BOAT LAUNCH IMPROVEMENTS									
1	Provide ADA accessible sidewalks on-site in locations to be determined by Owner	SY	$51.75	28.05	$1,451.59	28.05	$1,451.59	0%	$0.00
	TOTAL ALTERNATE NO. 3:				**$1,451.59**		**$1,451.59**		**$0.00**

ATTACHMENT NO. 1 TO CHANGE ORDER NO. 3
(SUMMARY CHANGE ORDER)

Rev - 0

Item #	Description	Units	Unit Price	Change Order No. 2 Quantity	Change Order No. 2 Ext. Total	Change Order No. 3 (SCO) Quantity	Change Order No. 3 (SCO) Amount	Difference in Quantities	Total
CHANGE ORDER NO. 1									
CO1-1	Provide Pile Wrap & Caps on Timber Piles	LS	$1,300.00	1.00	$1,300.00	1.00	$1,300.00	-	$0.00
	TOTAL CHANGE ORDER NO. 1:				**$1,300.00**		**$1,300.00**		**$0.00**

Item #	Description	Units	Unit Price	Change Order No. 2 Quantity	Change Order No. 2 Ext. Total	Change Order No. 3 (SCO) Quantity	Change Order No. 3 (SCO) Amount	Difference in Quantities	Total
CHANGE ORDER NO. 2 - FISHING PIER MAINTENANCE									
CO2-1	Demolish existing dock decking	SF	$2.60	148.00	$384.80	99.00	$257.40	100%	($127.40)
CO2-2	Demolish existing structural member	BF	$2.60	78.00	$202.80	66.00	$171.60	100%	($31.20)
CO2-3	Provide new dock structural members (incl. hardware)	BF	$9.20	78.00	$717.60	66.00	$607.20	100%	($110.40)
CO2-4	Provide new dock decking	SF	$6.27	160.00	$1,003.20	104.00	$652.08	100%	($351.12)
CO2-5	Replace handrail/ballast (including removal as necessary)	EA	$4.98	80.00	$398.40	125.00	$622.50	100%	$224.10
CO2-6	Refasten deck boards	EA	$7.20	22.00	$158.40	30.00	$216.00	100%	$57.60
CO2-7	Remove and replace hurricane straps at pavilions	EA	$18.00	72.00	$1,296.00	68.00	$1,224.00	100%	($72.00)
CO2-8	Provide new hardware at each pile bent	EA	$88.55	4.00	$354.20	4.00	$354.20	100%	$0.00
CO2-9	Provide new louver vents	EA	$190.00	8.00	$1,520.00	8.00	$1,520.00	100%	$0.00
CO2-10	Provide new handrail along ADA route	LF	$58.65	170.00	$9,970.50	175.00	$10,263.75	100%	$293.25
	TOTAL CHANGE ORDER NO. 2:				**$16,005.90**		**$15,888.73**		**($117.17)**

TOTAL BID SCHEDULE NO. 1 + ALTERNATE NO. 3 + CHANGE ORDER NO. 1 + CHANGE ORDER NO. 2:	**$271,170.13**	**$271,052.96**	**($117.17)**

Councilwoman Martin made the motion to approve Consent Agenda Items 1-5, as presented. Councilman George seconded the motion.

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

ORDER NUMBER 067-2018

WHEREAS, all items listed on the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion:

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1- 5 are hereby approved.

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

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

AYES: **Phil Torjusen**
Mary Martin
Cameron George
Richard Jackson
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 3, 2018.

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

ORDER NUMBER 068-2018

WHEREAS, Miss. Code Ann. 21-15-33 requires that the minutes be adopted and approved by a majority of the members of the governing body at the next regular meeting or within thirty (30) days of the meeting they represent, whichever occurs first. Upon such approval, the minutes are valid from and after the date of the meeting; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from Recessed Council Meeting held March 20, 2018 are hereby approved.

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

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

AYES: **Phil Torjusen**
Mary Martin
Cameron George
Richard Jackson
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: **None**

____
MAYOR

ATTEST:

____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 3, 2018.

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

ORDER NUMBER 069-2018

WHEREAS, Miss. Code Ann. 21-35-13 requires a budget report to be presented to the governing authority at the regular meeting each month.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City
of Gautier, Mississippi, that the Finance Report for February 2018 is hereby received.

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

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

AYES: **Phil Torjusen**
Mary Martin
Cameron George
Richard Jackson
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: **None**

____
MAYOR

ATTEST:

____
CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting April 3, 2018.

FEB 2018 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	**$2,850,547.61**
MS Development Loan Katrina	Depository Account	007-000-001	**$275.20**
CDBG-Downtown Revitalization	Depository Account	012-000-001	
Transportation Enhancement	Depository Account	013-000-001	**$13,631.67**
Allen Road Widening	Depository Account	020-000-001	
MDOT Safe Routes to School	Depository Account	029-000-001	**($27,915.12)**
MDAH School House Grant	Depository Account	030-000-001	**$1,508.43**
MDMR City Pk Boat Launch Imp	Depository Account	050-000-001	**($63,547.38)**
Martin Bluff Road Improvements	Depository Account	128-000-001	**$102,012.64**
U S Justice Equitable Sharing	Depository Account	157-000-001	**$625,265.57**
Fire Protection Fund	Depository Account	160-000-001	**$276,283.35**
Tidelands Grant	Depository Account	171-000-001	**($16,528.50)**
Library Support Fund	Depository Account	172-000-001	**$36,796.12**
MSWFP Recreation Trails Grant	Depository Account	175-000-001	
Shepard State Park Fund	Depository Account	176-000-001	**$66,997.65**
USDA NRCS EWP Program	Depository Account	300-000-001	**$165,287.00**
Solid Waste Fund	Depository Account	404-000-001	**$129,588.06**
EPA: Brownfields Assessment	Depository Account	409-000-001	
	General Ledger Cash Balance		**$4,160,202.30**
	General Depository Reconciled Cash Balance		**$4,159,565.84**

ENTERPRISE FUND

Fund Name		Account #	Balance
Water & Sewer Utility	Enterprise Account-Hancock	400-000-002	**$2,400,795.84**
MDB Loan: Water Ion-X Project	Enterprise Account-Hancock	421-000-002	**$60,139.74**
Water Meter Project	Enterprise Account-Hancock	422-000-002	
Hurricane Katrina (PW Bldg)	Enterprise Account-Hancock	449-000-002	
	General Ledger Cash Balance		**$2,460,935.58**
	Enterprise Reconciled Cash Balance		**$2,456,972.07**

FEBRUARY 2018
YEAR TO DATE TOTALS

General Fund Totals		BUDGET FY 2018	FEB 2018	Balance	41.66% % to date
	General Fund Revenues	**9,592,488.00**	**4,898,479.58**	**4,694,008.42**	*51.0%*
	Expenditures:				
001	Legislative	129,212.00	54,693.67	74,518.33	*42.3%*
010	City Court	319,170.00	124,701.17	194,468.83	*39.0%*
021	City Manager	243,564.00	98,878.97	144,685.03	*40.5%*
022	Human Resources	143,050.00	58,752.66	84,297.34	*41.0%*
040	City Clerk	277,455.00	103,521.00	173,934.00	*37.3%*
045	Finance	183,825.00	67,869.59	115,955.41	*36.9%*
060	City Attorney	105,000.00	40,048.35	64,951.65	*38.1%*
090	Economic Dev - Planning	337,137.00	122,078.10	215,058.90	*36.2%*
092	Building & General Expenses	566,700.00	327,074.46	239,625.54	*57.7%*
094	Grants & Project Admin	141,768.00	53,965.69	87,802.31	*38.0%*
100	Police	3,204,363.00	1,246,476.44	1,957,886.56	*38.8%*
161	Fire	2,405,157.00	998,979.37	1,406,177.63	*41.5%*
170	Recreation	452,934.00	166,560.75	286,373.25	*36.7%*
201	PW: Streets	278,000.00	61,972.36	216,027.64	*22.2%*
205	PW: Maintenance	234,530.00	95,354.50	139,175.50	*40.6%*
900	Interfund Transfers	1,045,982.00	373,557.09	672,424.91	*35.7%*
	General Fund Expenditures	**10,067,847.00**	**3,994,484.17**	**6,073,362.83**	*39.6%*

Total Operating Expenditures	8,873,297.00	3,607,416.00	5,265,881.00
Total Capital Outlay Expenditures	84,592.00	13,511.08	71,080.92
Total Debt Service	63,976.00	0.00	63,976.00
Total Transfers Out	1,045,982.00	373,557.09	672,424.91
Total Unappropriated	0.00	0.00	0.00
Check Total	10,067,847.00	3,994,484.17	6,073,362.83

Personnel	6,914,250.00	2,835,901.01	4,078,348.99
Supplies	456,517.00	147,581.34	308,935.66
Other Services	1,502,530.00	623,933.65	878,596.35
Capital Outlay	84,592.00	13,511.08	71,080.92
Debt Service	63,976.00	0.00	63,976.00
Interfund Transfers for DS	1,045,982.00	373,557.09	672,424.91
Unappropriated	0.00	0.00	0.00
Check Total	10,067,847.00	3,994,484.17	6,073,362.83

FEBRUARY 2018
YEAR TO DATE TOTALS

General Depository Special Funds	BUDGET FY 2018	As of FEB 2018	Balance	41.66% % to date
007 MS Dev 2.36M Katrina Bonds				
Revenues	279,229.00	268,713.75	10,515.25	*96.2%*
Expenditures	279,229.00	268,713.75	10,515.25	*96.2%*
013 TE-Downtown Revitalization				
Revenues	40,971.45	0.00	40,971.45	
Expenditures	54,603.12	0.00	54,603.12	
020 Allen Road Widening				
Revenues	14,434.00	14,433.34	0.66	*99.9%*
Expenditures	46,324.00	46,323.96	0.04	*99.9%*
029 MDOT Safe Routes to School				
Revenues	59,938.88	0.00	59,938.88	
Expenditures	23,380.33	268.09	23,112.24	*1.1%*
030 MDAH 2014 Community Heritage				
Revenues	[illegible]	[illegible]	[illegible]	
050 MDMR City Park Boat Launch Imps				
Revenues	269,128.00	189,149.89	79,978.11	*70.2%*
Expenditures	178,291.47	161,860.74	16,430.73	*90.7%*
128 Martin Bluff Road Project				
Expenditures	102,012.64	0.00	102,012.64	
130 $7M GO Bond - Capital Improvements				
Revenues	4,114,562.21	442,795.76	3,671,766.45	*10.7%*
Expenditures	4,401,062.21	193,539.83	4,207,522.38	*4.3%*
157 US Justice Equitable Sharing				
Revenues	0.00	232,418.20	(232,418.20)	
Expenditures	50,000.00	26,692.47	23,307.53	*53.3%*
160 Fire Protection Fund				
Revenues	103,000.00	0.00	103,000.00	
Expenditures	195,635.85	1,289.93	194,345.92	*0.6%*
171 Combined Tidelands Grant				
Revenues	713,797.29	136,229.03	577,568.26	*19.0%*
Expenditures	632,264.74	103,314.24	528,950.50	*16.3%*
172 Library Support Fund				
Revenues	109,578.00	80,932.33	28,645.67	*73.8%*
Expenditures	109,578.00	44,136.21	65,441.79	*40.2%*

FEBRUARY 2018
YEAR TO DATE TOTALS

General Depository Special Funds	BUDGET FY 2017	As of FEB 2018	Balance	*41.66% % to date*
176 Shepard State Park				
Revenues	**89,500.00**	**44,007.00**	**45,493.00**	***49.1%***
Expenditures	**124,623.00**	**29,055.27**	**95,567.73**	***23.3%***
300 USDA-NRCS EWP				
Revenues	**486,453.00**	**0.00**	**486,453.00**	
Expenditures	**664,840.00**	**13,100.00**	**651,740.00**	***1.9%***
350 Elevated Water Tank				
Revenues	**1,122,500.00**	**0.00**	**1,122,500.00**	
Expenditures	**1,122,500.00**	**0.00**	**1,122,500.00**	
351 Bemis Sewer Project				
Revenues	**1,200,000.00**	**0.00**	**1,200,000.00**	
Expenditures	**1,200,000.00**	**0.00**	**1,200,000.00**	
404 Solid Waste Fund				
Revenues	**1,284,000.00**	**518,575.68**	**765,424.32**	***40.3%***
Expenditures	**1,305,000.00**	**413,925.47**	**891,074.53**	***31.7%***
409 EPA: Brownfields Assessment				
Revenues	**7,693.90**	**0.00**	**7,693.90**	
Expenditures	**7,693.90**	**0.00**	**7,693.90**	

FEBRUARY 2018
YEAR TO DATE TOTALS

ENTERPRISE (400)	BUDGET FY 2018	FEB 2018	Balance	41.66% % to date
Utility Fund Revenues	8,943,818.00	3,764,420.28	5,179,397.72	42.0%
Administration	2,805,776.00	1,159,213.07	1,646,562.93	41.3%
Water & Sewer O & M	2,955,884.00	1,077,180.47	1,878,703.53	36.4%
Debt Service	2,476,684.00	1,007,675.74	1,469,008.26	40.6%
Transfers	536,000.00	0.00	536,000.00	
Contingencies	200,000.00	0.00	200,000.00	
Utility Fund Expenditures	8,974,344.00	3,244,069.28	5,730,274.72	36.1%
Total Operating Expenditures	*5,607,660.00*	*2,215,700.07*	*3,391,959.93*	
Total Capital Outlay Expenditures	*154,000.00*	*20,693.47*	*133,306.53*	
Total Debt Service	*2,476,684.00*	*1,007,675.74*	*1,469,008.26*	
Total Interfund Transfers	*536,000.00*	*0.00*	*536,000.00*	
Total Contingency Expenditures	*200,000.00*	*0.00*	*200,000.00*	
Check Total	*8,974,344.00*	*3,244,069.28*	*5,730,274.72*	
Personnel	*249,133.00*	*83,107.59*	*166,025.41*	
Supplies	*330,000.00*	*79,319.32*	*250,680.68*	
Other Services	*5,028,527.00*	*2,053,273.16*	*2,975,253.84*	
Capital Outlay	*154,000.00*	*20,693.47*	*133,306.53*	
Debt Service	*2,476,684.00*	*1,007,675.74*	*1,469,008.26*	
Interfund Transfers	*536,000.00*	*0.00*	*536,000.00*	
Contingencies	*200,000.00*	*0.00*	*200,000.00*	
Check Total	*8,974,344.00*	*3,244,069.28*	*5,730,274.72*	

Enterprise Special Funds

421 MSB - Water Ionization Project	BUDGET FY 2018	FEB 2018	Balance	41.66%
Capital Outlay	55,131.74	692.00	54,439.74	

602 DEBT SERVICE: 2012 GUD BOND	BUDGET FY 2018	FEB 2018	Balance	41.66%
Revenue	1,397,350.00	583,665.62	813,684.38	41.7%
Bonds Payable	1,396,350.00	1,382,450.00	13,900.00	99.0%

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

ORDER NUMBER 070-2018

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the renewal of the contract with Singing River Services for the Employee Assistance Program or Life Care Plus program for the period of April 15, 2018 thru April 15, 2019 is hereby approved.

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

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

AYES: **Phil Torjusen**
Mary Martin
Cameron George
Richard Jackson
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: **None**

____
MAYOR

ATTEST:

____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 3, 2018.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Jason Pugh, Human Resources Director
Date: 03/21/2018
Subject: Annual Renewal of Contract with Singing River Services for the Life Care Plus Program

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REQUEST:

The Human Resources Department requests City Council approval to renew the Life Care Plus contract between Singing River Services and the City of Gautier for the contract period of April 15, 2018 thru April 15, 2019.

BACKGROUND:

The Life Care Plus Program is part of the city's Employee Assistance Program and has been a wellness benefit for employees since it was first approved in 2004. The City of Gautier has adopted a policy to provide these services to our employees as part of our benefit package and renews this contract annually.

DISCUSSION:

The Life Care Plus Program essentially provides our employees with short term counseling for a variety of life issues that effect work performance. The program is also designed to assist city management in handling and resolving employee performance and disciplinary problems

RECOMMENDATION:

The contract renewal cost is $3,000 and is a budgeted expense for FY 2018. It is recommended that the Gautier City Council approve the contract renewal as budgeted.

ATTACHMENTS:

1. 2018 - 2019 Singing River Services Lifecare Plus Program Contract

SINGING RIVER SERVICES

3407 Shamrock Court
Gautier, MS 39553

Phone (228) 497-0690

Fax (228) 497-0794

Satellites:

57 Industrial Park Road
Lucedale, MS 39452
(601) 947-4274
Fax (601) 947-4275

Substance Abuse:

Stevens Center
4905 Telephone Road
Pascagoula, MS 39567
(228) 769-1280
Fax (228) 696-9119

Developmental Disabilities:

Singing River Industries
2900 N. Dolphin Dr.
Gautier, MS 39553
(228) 497-9468
Fax (228) 497-9471

Georco Industries
101-B Industrial Park Road
Lucedale, MS 39452
(601) 947-4855
Fax (601) 947-4225

Clubhouses:

Outreach Clubhouse
1916 Ladnier Rd.
Gautier, MS 39553
(228) 497-6940
Fax (228) 497-6856

Center for Encouragement
94 Cowart Street
Lucedale, MS 39452
(604) 947-7110
Fax (601) 947-8812

Group Homes:

D.D. Group Home
Eddie DiSanti
3850 Dolphin Drive
Gautier, MS 39553
(228) 522-0505
Fax (228) 522-0505

Children's/Elderly Services
4507 McArthur Street
Pascagoula, MS 39567
(228) 696-0030
Fax (228) 712-2783

Emergency Services:

(228) 497-0690

March 9, 2018

City of Gautier
3330 Highway 90
Gautier, MS 39553

Dear Mr. Pugh:

Enclosed is the EAP contract for Singing River Services and City of Gautier. The contract is for the period April 15, 2018 to April 15, 2019. After reviewing, if there are no questions, please sign and return to us at your convenience.

If you have any questions, please contact me at (228) 497-0428 or by email at bfenech@singingriverservices.org.

Sincerely:

Beth Fenech, M.S. CMHT, CAT

Beth Fenech, M.S, CMHT, CAT
Clinical Director

Cc: Dr. Sherman F. Blackwell, II

PROPOSAL

FOR

LIFE CARE PLUS SERVICES

THIS AGREEMENT, made the _____ day of ____________between Singing River Mental Health/Mental Retardation services, Region XIV, A.K.A. Singing River Services (the provider), and the CITY OF GAUTIER, (the Subscriber).

RECITALS

WHEREAS, SINGING RIVER SERVICES is a provider of mental health services for Region XIV whose general objective is to identify, assess, and treat mental health problems.

WHEREAS, the Provider has main facilities at 3407 Shamrock Court, Gautier, Mississippi 39553, as well as branch offices covering Jackson and George Counties.

WHEREAS, for the convenience and appearance of improved confidentiality for beneficiaries, the Provider will contract Assessment and Counseling Services during evening hours by appointment.

WHEREAS, the Provider recognizes the need to assist employers such as "the Subscriber" in managing and resolving employee problems such as poor job performance, absenteeism, employee/employer relations, health insurance abuse, and on-the-job accidents.

WHEREAS, the Provider has developed an employer/employee benefit program (the "Life Care Plus Program" or "EAP") designed to identify and provide counseling for employees and dependents who have personal problems that may contribute to unacceptable job performance.

WHEREAS, the Subscriber employs approximately _____ employees as of the date of this agreement and the Subscriber wants to utilize the Life Care Plus Program.

WHEREAS, the Subscriber's intention is to make available to its employees, their dependents and/or family members (collectively "Beneficiaries") who are participating in, or, who are eligible to participate in the Subscriber's self-funded Life Care Plus Program, a range of substance abuse/chemical dependency and mental health treatment services.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. PROVIDER'S OBLIGATION:

The PROVIDER will use its best efforts to provide the following services ("EAP Services") from April 15, 2018 to April 15, 2019 (the "Contract Period") for beneficiaries.

A. General Program Development Services:

1. Emergency Crisis Services: The Provider agrees to provide an "emergency help line" telephone consultation service operated twenty-four (24) hours per day and seven (7) days per week. Normal EAP counseling hours are 8:00 a.m. – 5:00 p.m., Monday through Friday.

2. Arranging for Services: The Provider agrees to provide EAP counselor for face-to-face confidential emergency consultation with the Beneficiary within twenty-four (24) hours over the weekdays or forty-eight (48) hours over the weekend, if requested by the Beneficiary; the Provider agrees that Beneficiaries can reach an EAP counselor by making a phone call to Singing River Services from 8:00 a.m. to 5:00 p.m. Monday through Friday for an appointment. Telephone referrals will be made in severe crisis to the emergency room and support groups, etc., so that the recovery process can commence.

3. Extent of Services and Exclusions: Each beneficiary may have access to all mental health services available through the contractor at no out-of-pocket expense and at no charge to the Subscriber's insurance program subject to the following limitations:

a. Services normally provided by the Provider are covered. Service needs that are not normally provided at any of the Singing River Services facilities are not covered (i.e., hospitalization).

b. A legal DUI assessment fee of $100.00 will be charged to the Beneficiary arrested for DUI offense and who seeks counseling by referral to Singing River Services.

c. Receipt of funds pursuant to this agreement does not preclude the provider from charging other third parties covering beneficiaries for services. This includes Medicaid and insurance covering primarily other family members and special grant funds. In such event, funds received pursuant to this agreement will be used to pay co-payments, if any.

d. Room and board will be provided at The Stevens Center only. A Deductible of $250.00 will be charged to the beneficiary participating in the Stevens Center Residential treatment. The balance is covered by this contract.

e. A deductible of $100.00 will be charged to the beneficiary participating in the Phoenix Intensive Outpatient Alcohol and Drug Program. The balance will be covered by the contract.

f. Clinical visits are not to exceed six (6) visits per client.

4. Liaison Services: Provider agrees to provide an EAP coordinator to serve as a Liaison between the Subscriber and the Provider, to plan and help implement wellness and prevention programming, to encourage employee participation of the EAP, and to gain the recognition of problems which may later impede their work performance.

B. Problem Assessment, Case Management, and Referral Services:

1. The EAP coordinator (or a member of Provider's Staff) agrees to refer Subscriber's employees and/or their dependents to an appropriate competent professional treatment program with Singing River Services at no cost or, if necessary, to an outside resource at the expense of the beneficiary for services not covered by this agreement. Such referrals and general assessments shall include the beneficiaries' problem list, social summary, assessment of mental status, tentative diagnosis, and recommended treatment.

2. The Provider agrees to supply the Subscriber's supervisors with a Supervisory guide for making referrals to the EAP. The EAP counselor will assist the employee in formulating an assistance plan, will identify appropriate therapeutic resources, and will document employee progress therein.

3. The Provider agrees to arrange, as appropriate and as needed, ongoing consultation with Subscriber regarding special handling or re-integration of employees after treatment.

4. The Provider will suggest that any employee seeking counseling regarding

job or employer dissatisfaction to contact the Subscriber's Human Resources Director or designee. However, the EAP counselor will counsel with any employee regarding the employee's attitudes or feelings as relates to job satisfaction.

5. The Provider, at its discretion, may discontinue treatment services for beneficiaries who seek such referrals on a continuous basis for the same problems without utilizing recommended solutions or who violate program rules.

C. Reporting Services:

1. The Provider agrees to furnish to any Subscriber's supervisor, who so requests, a periodic participation report for beneficiaries who have sought EAP counseling or treatment upon referral from said supervisor; said beneficiary must give written consent for such reporting to be shared with the supervisor.

2. Quarterly reports regarding employee usage will be submitted to ____________________.

II. SUBSCRIBER'S OBLIGATIONS:

The Subscriber will cooperate fully with the Provider so as to allow the Provider to Discharge its obligations and provide the services described herein. Additionally, the Subscriber agrees:

A. Commitments:

1. To issue a policy directive announcing the availability of EAP services to its employees and shall allow on-the-job time for training sessions for supervisors as well as orientation programs for non-supervisory employees which sessions will be made available by the Provider. The Subscriber will assist in disseminating promotional and educational materials designed to encourage utilization.

2. To pay the Provider $3000.00 per year, in consideration of the Life Care Plus services performed by the Provider for the duration of the contract period. The agreement shall be extended automatically under the same terms unless either party shall notify the other party in writing at least thirty (30) days prior to the end of the initial term or any renewal terms that alterations or termination is desired. Fee rates remain the same until the anniversary date and may be renegotiated before continuance of EAP and counseling services and initiation of a new contact.

3. To submit to the Provider on <u>fifth (5^{th}) day of the first month</u> an initial list of employees qualifying for EAP services and updating said list monthly. Payment will be made at the execution of the contract.

B. Miscellaneous:

1. <u>Licensure</u>: The Provider represents and warrants that it is duly licensed and certified to provide covered services in Mississippi, where covered services to beneficiaries are rendered and shall maintain such standing while an agreement is in effect.

2. <u>Professional Liability Insurance Coverage</u>: The Provider, at its sole cost and expense, shall provide and maintain such policies of general liability and professional liability insurance, other insurance as shall be necessary to insure the Provider and its personnel and agents against any claims for damages arising by reason of personal injuries or death occasions, directly or indirectly in connection with the performance of any service provided hereunder.

3. <u>Confidentiality of Records</u>: Both the Subscriber and Provider agree that mental health and substance abuse records of beneficiaries shall be treated as confidential so as to comply with all federal and state laws and regulations regarding the confidentiality of patient records. Provider reserves the right to use the information without disclosing the identity of the beneficiaries for reporting purposes.

4. <u>Termination for Cause</u>: The Agreement may be terminated for cause under the following conditions:

   a. Upon default by the Subscriber in payment of compensation in accordance with the Agreement. The Provider may terminate the Agreement thirty (30) days after the Provider has given written notice to the Subscriber of such default.

   b. Upon material breach of the Agreement by either party, the non-breaching party may terminate the Agreement after thirty (30) days written notice to the breaching party, specifying the facts and circumstances of the breach.

   c. If any legal action or other proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of the Agreement, recovery shall be limited to any and all damages available under Mississippi law to the extent proven in a Court of law.

5. Hold Harmless: The Provider shall hold harmless and indemnify the Subscriber from any claims, losses, damages, judgements, liabilities, costs expenses or obligations, including but not limited to attorney fees and expenses arising out of or resulting from the Provider's gross negligence or willful misconduct in its provisions of mental health and substance abuse services to beneficiaries.

6. Nothing in this agreement shall limit the responsibility of either party to fully comply with medical confidentiality requirements under any applicable state of federal law, including but not limited to HIPAA.

IN WITNESS WHEREOF, the parties have entered in to this agreement on the_________ day of ________________________, 2018.

SINGING RIVER SERVICES
Tax ID Number 64-0650708

BY: _______________________________________
Sherman F. Blackwell, II
Executive Director

CITY OF GAUTIER:

BY: _______________________________________
City Manager's Signature

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

ORDER NUMBER 071-2018

WHEREAS, the former Singing River Mall Site (hereinafter, the "Mall Site") is leased and maintained by the City of Gautier and owned by Singing River LLC; and

WHEREAS, the Jackson County Automobile Dealers Association desires to lease the Mall Site from the City for its Annual Car Dealers Off-Site Sales Event; and

WHEREAS, pursuant to Miss. Code Ann. 21-17-1, the City has the authority to enter such an agreement;

WHEREAS, the Association desires exclusive use of the Mall Site from May 1, 2018 through May 15, 2018 for the Event and mobilization/demobilization associated with the Event; and

WHEREAS, the Mall Site is not being utilized for any municipal purpose or operation during this period; and

WHEREAS, due to the short duration of the Event and lease, the conventional method of leasing municipal property is not desirable for the financial welfare of the City; and

WHEREAS, the Event will promote and foster the development and improvement of the local community and the economic welfare thereof; and

WHEREAS, the Association has previously obtained written authorization from the property owner for such use of the premises; and

WHEREAS, the Association has agreed to pay the City the sum of five thousand dollars ($5,000.00) for the exclusive use of the Mall Site for the above time period; and

WHEREAS, the City desires to allow the Association to lease the Mall Site for this purpose and duration;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Limited Use Agreement between the City and the Association is hereby approved as presented.

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

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

AYES: **Phil Torjusen**
Mary Martin
Cameron George
Richard Jackson
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: **None**

____
MAYOR

ATTEST:

____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 3, 2018.

City of Gautier
Memorandum

To: City Council
From: Paula Yancey, City Manager
Date: March 28, 2017
Subject: The approval of a limited use agreement the City of Gautier and the Jackson County Automobile Dealers Association

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REQUEST:

The City Manager requests the approval of a limited use agreement between the City of Gautier and the Jackson County Automobile Dealers Association to lease the mall site for their Annual Car Dealers Off-Site Sales Event from May 1, 2018 through May 15, 2018.

BACKGROUND:

The Mall site is not being utilized for any municipal purpose or operation during this period and has previously obtained written authorization from the property owner for such use of the premises.

DISCUSSION:

The Association has agreed to pay the City the sum of five thousand dollars ($5,000) for the exclusive use of the Mall Site for the above time period.

RECOMMENDATION:

The City Manager recommends that the City Council approve the limited use agreement between the City of Gautier and the Jackson County Automobile Dealers Association.

The Council May:

1.Approve the limited use agreement between the City of Gautier and Jackson County Automobile Dealers Association; or
2.Not approve the limited use agreement between the City of Gautier and Jackson County Automobile Dealers Association.

LIMITED USE AGREEMENT BETWEEN THE CITY OF GAUTIER, MISSISSIPPI AND THE JACKSON COUNTY AUTOMOBILE DEALERS ASSOCIATION

This Limited Use Agreement of Real Property (hereinafter, "Agreement") is executed to be effective the _____ day of March, 2018, between the City of Gautier, Mississippi (hereinafter, "the City") and the Jackson County Automobile Dealers Association, including the undersigned members and representatives (hereinafter, "the Association").

WHEREAS, the former Singing River Mall Site (hereinafter, the "Mall Site") is leased and maintained by the City of Gautier and owned by Singing River LLC; and

WHEREAS, the Association desires to lease the Mall Site from the City for its Annual Car Dealers Off-Site Sales Event (hereinafter, "the Event"); and

WHEREAS, pursuant to Miss. Code Ann. 21-17-1, the City has the authority to enter such an agreement;

WHEREAS, the Association desires exclusive use of the Mall Site from May 1, 2018 through May 15, 2018 for the Event and mobilization/demobilization associated with the Event; and

WHEREAS, the Mall Site is not being utilized for any municipal purpose or operation during this period; and

WHEREAS, due to the short duration of the Event and lease, the conventional method of leasing municipal property is not desirable for the financial welfare of the City; and

WHEREAS, the Event will promote and foster the development and improvement of the local community and the economic welfare thereof; and

WHEREAS, the Association has previously obtained written authorization from the property owner for such use of the premises; and

WHEREAS, the Association hereby agrees to pay the City the sum of five thousand dollars ($5,000.00) for the exclusive use of the Mall Site for the above time period; and

WHEREAS, the City desires to allow the Association to lease the Mall Site for this purpose and duration;

THEREFORE, in consideration of the following mutual covenants and conditions the City and Association agree to the following terms which constitute a Limited Use Agreement of the Mall Site:

1. The leased premises are graphically depicted on attached "Exhibit A".

2. The Parties represent and warrant that (i) each, and its authorized signatory, has full right, power and authority to execute this Agreement; and (ii) execution and performance of this Agreement will not violate any laws, ordinances, covenants, mortgages, licenses or other agreements binding on either Party.

3. The Mall Site may be utilized by the Association from 6:00 a.m. on May 1, 2016 through 8:00 p.m. on May 15, 2018.

4. The use of the Mall Site by the Association shall be solely for the purpose of hosting its Annual Car Dealers Off-Site Sales Event.

5. The Association, in consideration for the use of the property during the above time frame, agrees to perform any necessary limited preparation for use of the property for the Event but agrees not to damage the property or make any permanent alterations to said property.

6. The Association, in consideration for the use of the property during the above time frame, agrees to leave the property in the same condition as it existed before the Event.

7. The Association, in consideration for the use of the property during the above time frame,

agrees to pay unto the City the amount of five thousand dollars ($5,000.00) prior to taking possession of the Mall Site.

8. The Association will provide all necessary physical items required to conduct the Event.

9. The Association will not keep or have any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the premises or that might be considered hazardous by a responsible insurance company.

10. The Association and undersigned members and representatives agree to indemnify, defend, and hold harmless the City of Gautier, its employees, council members, and any other of the City's agents and assigns from any and all claims of every kind and nature arising out of or occurring directly or indirectly as a result of the Event.

11. Both parties acknowledge that this agreement is for the limited purpose of governing the activities being conducted by the Association from May 1, 2018 through May 15, 2018, and that any future use will require a separate use agreement as may be appropriate.

12. Both parties acknowledge that this agreement, its enforcement, and the interpretation of its provisions shall be governed by the laws of the State of Mississippi.

13. The points of contact for purposes of this agreement are:

Name: Paula Yancey	**Name: Drew Estabrook**
Entity: City of Gautier	**Entity: Estabrook Toyota**
Phone: (228) 497-8000	**Phone: (228) 762-3533**

In the event of any problems or questions, the parties agree that they will go through the point of contact listed in this agreement to resolve any issues.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates shown below.

CITY OF GAUTIER, MISSISSIPPI

By:______________________________
Paula Yancey, City Manager

JACKSON COUNTY AUTOMOBILE DEALERS ASSOCIATION

By: ______________________________
Drew Estabrook, Estabrook Toyota

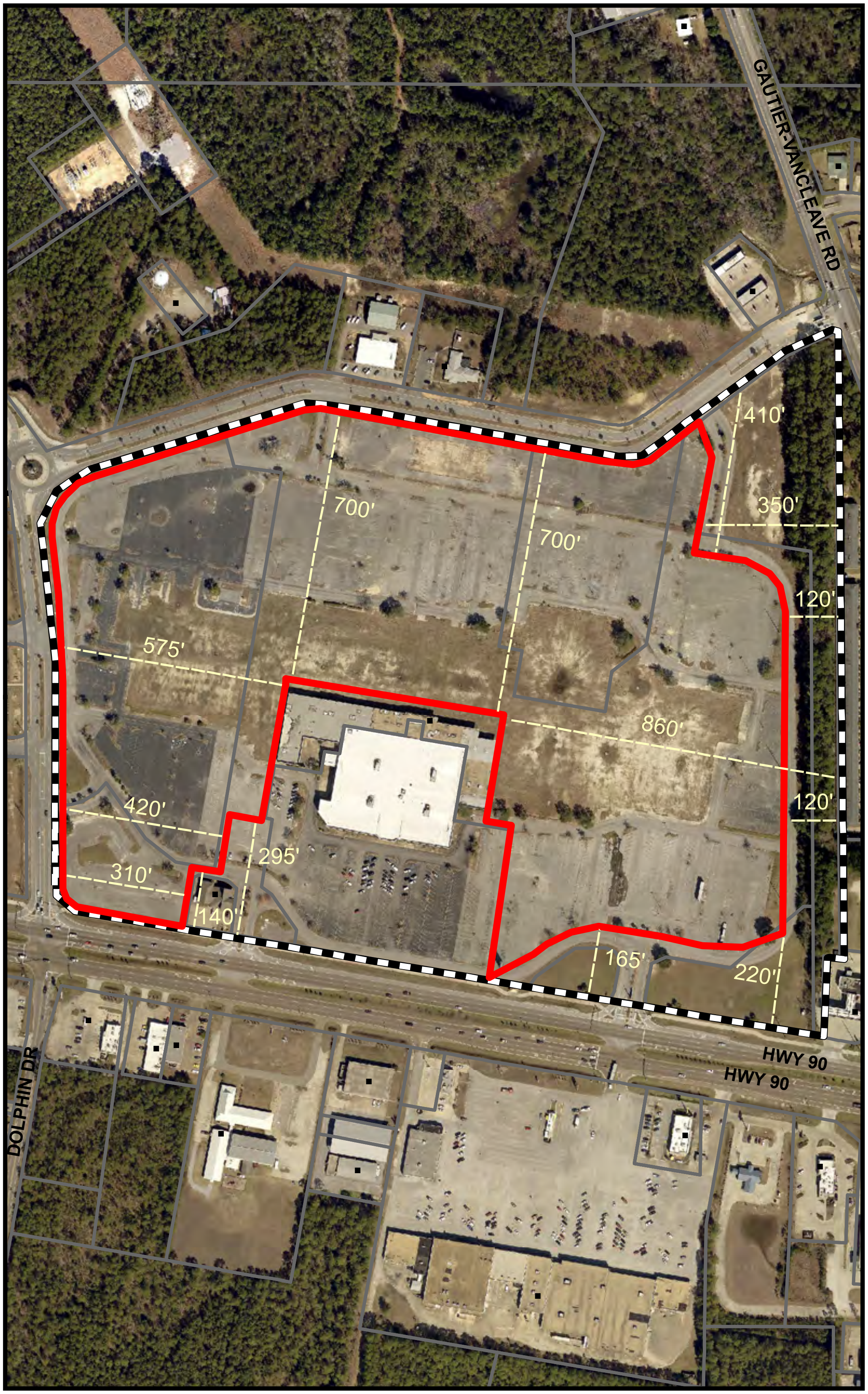
By: ______________________________
Reed Estabrook, Estabrook Ford, Lincoln, Nissan

By: ______________________________
Phillip Pogue, Coast Chevrolet

By: ______________________________
Robert Dalgo, Crown Dodge Chrysler
Jeep Ram FIAT

By: ______________________________
Jason Pilger, Jason Pilger Hyundia

Mall Property Proposed Lease Area



N
W E
S

Prepared by the
City Of Gautier
Planning Department

Legend

Property Boundary

Proposed Lease Area

Distance Line Segment

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

ORDER NUMBER 072-2018

WHEREAS, the Fire Department utilizes a cloud based report system provided by the state where a dependable internet service is required and the current internet service limits and in some cases prevents staff from gaining access to this vitally important and necessary service; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the 3 revised business service agreements with Cable One for Wi Fi installation at the Central, South, and North Fire Stations with a one-time installation fee of $49.95 for each location and an $83.00 monthly service charge and equipment fees is hereby approved.

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

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

AYES: **Phil Torjusen**
Mary Martin
Cameron George
Richard Jackson
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 3, 2018.

CABLE ONE BUSINESS

	Business Services Agreement
	Date: 03/27/2018

Cable One Business Account Rep:	Michelle Valenzuela	**Cable One System Address:**
Phone Number:	602-364-6068	210 E Earll Drive
Fax Number:	888-507-0096	Phoenix, AZ 85012

Customer Information:		**Authorized Customer Representative**	
Company Name:	City of Gautier Fire Department Central Station	**Full Name:**	Sherry Farabee
Street Address:	2502 College Circle	**Billing Telephone:**	
City/State/ZIP:	Gautier, MS 39553	**Fax:**	
Billing Address:		**Contact Number:**	
City/State/ZIP:		**Email Address:**	sfarabee@gautier-ms.gov
Cable One Account #:			

Taxes and Fees Not Included

Service Description	**Quantity**
D3 Suite (50Mbps x 5Mbps)	1
Wi-Fi	1
Installation	1
Installation Charge (may include construction):	$49.95
Term:	3 Year
Total:	$82.69

Equipment Charges

Description	**Quantity**	**Unit Price**	**Total Fee**
D3 Modem Rental	1	$8.99	$8.99

Devices	**Qty**	**Monthly Fee**
	Subtotal:	

Special Conditions

Agreement

THE SERVICE CHARGES AND FEES TOTAL $82.69 PER MONTH FOR THE DURATION OF THE INITIAL TERM AND MAY BE REVISED AFTERWARD. THOUGH VIDEO SERVICE FEES MAY BE INCREASED, HSD AND PHONE SERVICE FEES WILL NOT BE INCREASED DURING THE TERM. SEPARATELY, THE EQUIPMENT FEES MAY BE REVISED. THE SERVICE TERM SHALL BE DEEMED TO BEGIN UPON INSTALLATION AND TERMINATE AT THE COMPLETION OF THE TERM NOTED ABOVE.

By signing below, I acknowledge that I have read, understand, and agree to be bound by and comply with the above service information and charges, and the attached terms and conditions and service-specific agreements. I warrant that I am the Customer or have the authority to represent and bind the Customer. If I provide an email address, a copy of this document and the relevant service-specific agreements will be emailed to me for my records. I understand that I have the right to receive paper copies of this and any other agreements applicable to the Service(s) I have ordered by calling my local Cable One office, and I consent to the use of electronic documents and signature. I acknowledge that I may cancel this agreement without an early termination penalty within thirty (30) days.

Customer Authorized Signature	
Print	
Date	

TERMS AND CONDITIONS

The following terms and conditions regarding the provision of service are derived from the complete agreements which govern your relationship with Cable One and are provided solely for your convenience. The terms of the agreements for Internet service and Phone service are not identical and differ in significant ways. An understanding of the rights and obligations of the parties can only be achieved through a full review of the agreements that apply to the Service(s) for which you are contracting. The following is designed to give you a brief and necessarily incomplete overview of some of the terms which in Cable One's judgment are critical elements of which each customer should be fully aware. Except where it is clear that one agreement or the other is being exclusively addressed, the following terms are those in common with both agreements.

Rights and Obligations. The parties' rights and obligations will be defined by the agreements. Representations of terms and conditions by any other source including employees and agents of Cable One shall not be binding on Cable One. In the event that Customer uses a purchase order form to order Service(s), Customer acknowledges that to the extent that the terms of the purchase order are inconsistent with the terms and conditions of the agreements, the terms of the agreements will prevail.

Availability. The Service(s) may not be available in all locations due to engineering issues and regulatory and technical restrictions. In the event Cable One determines that Service is not available to Customer's location, this Agreement shall be void, and Customer shall be entitled to a refund of all prepaid charges in accordance with Cable One's refund policies. In addition, taxing and regulatory authorities may require differences in the way the Service(s) are offered in different locations.

Compliance with Law. Customer's use of the Service(s) shall comply with the terms of the agreements, Cable One's Acceptable Use Policy where relevant, and all applicable laws and regulations. Customer agrees not to resell or redistribute in any way the Service(s), or any portion thereof, or make any use of the Service(s) other than for Customer's legitimate business purposes, unless otherwise agreed in writing by Cable One.

In addition to the general requirement that use of the Internet service be in compliance with law and Cable One's policies, for additional guidance, the commercial Internet agreement provides a list of specific actions which are prohibited.

Cable One will monitor usage amounts, including unbilled usage, to detect fraudulent activity. If usage rises significantly above Cable One's tolerance limits for Customer's type of business, Cable One will investigate and among other things may require Customer to prepay or sign up for direct pay.

Charges. Customer agrees to pay Cable One for its subscription to and use of the Service(s) and for any applicable charges for installation, disconnection and reconnection, and all local, state and federal fees, taxes, administrative fees, surcharges and/or assessments imposed on the Service(s) either by government or Cable One. Any payment not made when due may be subject to a late charge, which charge and method of imposition shall comply with applicable law.

Questions regarding a bill must be provided to Cable One within sixty (60) days of receipt of the billing statement in question. Failure to timely notify Cable One of a dispute shall constitute acceptance of the bill. Undisputed portions of the billing statement must be paid before the next billing statement is issued to avoid an administrative fee for late payment. All payments for services must be made directly by Customer to Cable One.

Installation and Maintenance of Equipment. Customer, at no cost to Cable One, shall secure throughout the term of service from building owners, managers, government authorities or any other parties any agreements necessary to allow Cable One to install, deliver, operate and maintain the Cable One-owned equipment and Service(s). Cable One-owned equipment provided to Customer hereunder shall be maintained by Cable One in good operating condition. Such maintenance obligation is contingent upon Customer notifying Cable One, **in a timely manner**, when repair or maintenance is necessary. Cable One will have no obligation to install, support, maintain, repair or replace any equipment that is not Cable One Equipment. Cable One shall retain ownership of all Cable One equipment provided hereunder. Customer shall not, directly or indirectly, sell, mortgage, pledge, or otherwise dispose or encumber any Cable One-owned equipment provided to Customer, nor shall it change the location of, tamper with, damage, mishandle or alter in any manner such equipment.

Emergency 9-1-1 Services. Customer expressly acknowledges that the Phone Service has a limited power source and that, under certain circumstances, including if the electrical power and/or Cable One's cable network or facilities are not operating, the Phone Service, including the ability to access emergency 9-1-1 services, will not be available. Customer expressly acknowledges that the address associated with Customer's Phone Service is the location where service will be provided and will be designated as the Registered Location for the Phone Service and for 9-1-1 locating purposes. Any transfer of Phone Service to a new location is prohibited without Cable One authorization and may result in the inability of the 9-1-1 service to locate Customer in an emergency.

Copyrighted Materials and the Digital Millennium Copyright Act. To the extent permissible under Mississippi law, Cable One bears no responsibility for, and Customer agrees to assume all risks regarding, the alteration, falsification, misrepresentation, reproduction, or distribution of copyrighted materials without the proper permission of the

copyright owner. If Cable One receives notice under the Digital Millennium Copyright Act, 17 U.S.C. § 512, that Customer has allegedly infringed the intellectual property rights of a third party, under the Act Cable One will have the right to take down or disable access to the allegedly infringing material. In appropriate circumstances, Cable One will terminate the accounts of a Customer who repeatedly infringes the intellectual property rights of third parties. Cable One also will take such other action as appropriate under the circumstances to preserve its rights. Similar action will be taken on Customer's behalf if Customer believes that another Cable One customer has violated its copyrights.

CHANNEL, SERVICE, PRICE, AND OTHER CHANGES
Subject to applicable law, Cable One has the right to change at any time our channels, programming, services, and equipment, with or without notice and with or without adjustments or refunds to prices or charges. Such changes may include, but are not limited to, rearranging, deleting, adding to, or otherwise changing programming, features, offerings, content, functionality, hours of availability, customer equipment requirements, speed, and upstream and downstream rate limitations. We may also change our policies, prices, and charges with or without notice. Any notice may be provided through your monthly bill, annual notice, newspaper ad, our website, or email or other communication. Continuing to receive services after the change constitutes acceptance of the change. NOTE: Cable One video services are not included in our term length discounts. As market conditions change, Cable One reserves the right to adjust package prices.

Music Performance Rights. Commercial cable TV subscribers should be aware that they may be subject to music performance license fees imposed by BMI, ASCAP and/or SESAC. Cable One is not responsible for a subscriber's liability for such fees and it is suggested that subscribers seek the advice of counsel.

I**Termination.** Either party may terminate the agreement(s) if the other party fails to perform any of its obligations, does not cure such breach within thirty (30) days after written notice, or if the other party becomes insolvent or bankrupt.

Privacy. Personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in the Privacy Notice located in the Legal Section of Cable One's website at www.cableone.net.

Based on its provision of Phone services, Cable One develops information about the quantity, technical configuration, type, destination, amount of Phone Services Customer uses, and other information found on Customer's bill, all of which are summarily identified as Customer Proprietary Network Information ("CPNI"). Under federal law, Customer has a right, and Cable One has a duty, to protect the confidentiality of CPNI. We will not use CPNI to market telecommunications services to you that are outside ~~of the type~~ of service to which you currently subscribe without your prior consent, and we do not share CPNI with affiliates or third parties for their use in marketing their services to you. If we plan to market telecommunications services outside of the type of services to which you already subscribe, we will notify you at that time and provide you with the opportunity to opt-out of the use of your CPNI for such campaign.

Name: ________________________________

Company: City of Gautier Fire Department Central Station
____

Date: ________________________________

CABLE ONE BUSINESS HIGH SPEED INTERNET SERVICE AGREEMENT

THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DATA SERVICES
During the term of this Agreement, Cable One shall provide the high speed Internet service ("Data Service") indicated by Subscriber on the work order to the locations set forth in Appendix A (Premises) and fully described therein.

SECTION 2: ENGINEERING REVIEW
Activation of Data Service is subject to Cable One's engineering review for distribution availability by existing cable plant as well as review of other external factors and may require additional fees. In the event Cable One determines that Data Service is not available to the Premises of Subscriber, this Agreement shall be void, and Subscriber shall be entitled to a refund of all prepaid charges in accordance with Cable One's refund policies.

SECTION 3: INSTALLATION & MAINTENANCE OF CABLE ONE EQUIPMENT
Subscriber hereby grants to Cable One (subject to any necessary governmental or third party approvals) the right to install all necessary equipment for receiving Data Service. Subscriber, at no cost to Cable One, shall secure throughout the term of service from building owners, managers, government authorities or any other parties any easements, leases, licenses, right of entry agreements or any other agreements necessary to allow Cable One to use existing pathways into and in each Building. Cable One-owned equipment provided to Subscriber hereunder shall be maintained by Cable One in good operating condition. Such maintenance obligation is contingent upon Subscriber notifying Cable One**, in a timely manner,** when repair or maintenance is necessary. Subscriber shall provide Cable One with reasonable access to the Premises during normal hours for purposes of performing required maintenance. Cable One shall retain ownership of all equipment provided hereunder, including all data transmission equipment, drop and fiber optic material required to provide Service to the business. Subscriber shall not, directly or indirectly, sell, mortgage, pledge, or otherwise dispose or encumber any Cable One-owned equipment provided to Subscriber, nor shall it change the location of, tamper with, damage, mishandle or alter in any manner such equipment. Subscriber also shall not relocate Cable One-owned equipment within its Premises. In addition, if Subscriber decides to move Premises, Subscriber shall notify Cable One of its move. Cable One will relocate the Cable One-owned equipment for Subscriber within Subscriber's Premises or, in accordance with Section 4, to another Premises; Subscriber acknowledges that it may incur additional charges for such relocation. Subscriber shall, upon the expiration or earlier termination of this Agreement, promptly return to Cable One all of such equipment in good condition (or pay the full replacement value therefore). If services are no longer provided to the Subscriber's Premises, Subscriber shall provide Cable One with reasonable access to such Premises for purpose of removing any Cable One-owned equipment. Cable One shall have no obligation to install, operate or maintain subscriber provided facilities or equipment.

SECTION 4: USE OF DATA SERVICE AND EQUIPMENT
Subscriber's use of the Data Service and equipment is subject to adherence to all relevant laws and Cable One's acceptable use policy where applicable. Subscriber shall not use the Data Service or equipment to directly or indirectly:

(a) invade another person's privacy, unlawfully use, possess, post, transmit or disseminate obscene, profane or pornographic material; post, transmit, distribute or disseminate content that is unlawful, threatening, abusive, libelous, slanderous, defamatory, materially false, inaccurate or misleading or otherwise offensive or objectionable; unlawfully promote or incite hatred; or post, transmit or disseminate objectionable information, including, without limitation, any information constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any municipal, provincial, federal or international law, order, rule, regulation for policy or any network accessed using the Service;

(b) access any computer, software, data, or any confidential, copyright protected or patent protected material of any other person or entity, without the knowledge and consent of such person or entity, nor use any tools designed to facilitate such access;

(c) collect a listing or directory of Cable One subscribers, or if any such directory is made available, use, copy or provide to any person or entity (whether or not for a fee) such directory or any portion thereof;

(d) upload, post, publish, deface, modify, transmit, reproduce, or distribute in any way, information, software or other material obtained through Cable One that is protected by copyright, or other proprietary right, or related derivative works, without obtaining permission of the copyright owner or right holder; or otherwise violate the rights of any person or entity, including the misuse, misappropriation or other violation of any intellectual property of any person or entity;

(e) alter, modify or tamper with the equipment or any feature of the Data Service, including, without limitation, attempt to disassemble, decompile, create derivative works of, reverse engineer, modify, sublicense, distribute or use the equipment for any purpose other than as expressly permitted;

(f) restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the Data Service or the Internet generally or create an unusually large burden on Cable One's network, including, without limitation: posting or transmitting any information or software that contains a virus, lock, key, bomb, worm, Trojan horse or other harmful or debilitating feature, distributing mass or unsolicited messages, chain letters, surveys, third party advertising or promotional materials, commercial solicitations (*i.e.,* spam) or mass chat room or bulletin board posts, or otherwise generating levels of traffic sufficient to impede others' ability to send or retrieve information;

(g) interfere with computer networking, cable or telecommunications services to or from any Internet user, host or network, including but not limited to denial of service attacks, overloading a service, improper seizure and abuse of operator privileges ("hacking") or attempting to "crash" a host; or

(h) falsely assume the identity of any other individual or entity, including, without limitation an employee or agent of Cable One, for any purpose, including, without limitation, accessing or attempting to access any account for which Subscriber is not an authorized user.

(i) resell or share any portion of this Data Service to a third party.

In addition to our termination rights set out elsewhere in this Agreement and otherwise available at law, Cable One may suspend service or terminate this Agreement if Subscriber engages in one or more of the above prohibited activities.

SECTION 5: CONTENT ACCESSED AND PURCHASES MADE THROUGH CABLE ONE

Subscriber acknowledges and agrees that there is some content accessible through the Data Service and the Internet that may be offensive, or that may not be in compliance with applicable law. For example, it is possible to obtain access to content that is pornographic, obscene, or otherwise inappropriate or offensive, particularly for children. Cable One does not assume any responsibility for or exercise any control over the content accessible through the Data Service. Subscriber accesses and uses all content obtained through the Data Service at Subscriber's own risk. In addition, Cable One shall not be responsible for any of Subscriber's purchases or charges on the Internet.

SECTION 6: COPYRIGHTED MATERIALS

To the extent permissible under Mississippi law, Cable One bears no responsibility for, and Subscriber agrees to assume all risks regarding, the alteration, falsification, misrepresentation, reproduction, or distribution of copyrighted materials without the proper permission of the copyright owner. If Cable One receives notice under the Digital Millennium Copyright Act, 17 U.S.C. § 512, that Subscriber has allegedly infringed the intellectual property rights of a third party, under the Act Cable One will have the right to take down or disable access to the allegedly infringing material. In appropriate circumstances, Cable One will terminate the accounts of subscribers who repeatedly infringe the intellectual property rights of third parties. Cable One also will take such other action as appropriate under the circumstances to preserve its rights.

SECTION 7: SUBSCRIBER'S RESPONSIBILITY FOR SECURITY

Cable One uses resources that are shared with many other subscribers. Moreover, Cable One provides access to the Internet, a public network, which is used by millions of other users. Information (personal and otherwise) transmitted over such public network necessarily may be subject to interception, eavesdropping or misappropriation by unauthorized parties. Subscriber shall be solely responsible for taking the necessary precautions to protect itself and its equipment, files and data against any risks inherent in the use of this shared resource. While Cable One also permits Subscriber to change its SSID and password for its wireless service and also to engage in port forwarding, Subscriber acknowledges that such manipulation injects an additional possibility of outside party intrusion.

SECTION 8: RIGHT TO MONITOR AND DISCLOSE CONTENT

Cable One has no obligation to monitor content provided through the Data Service. However, Subscriber agrees that Cable One has the right to monitor content electronically from time to time and to disclose any information as necessary to: (a) conform to the edicts of the law or comply with legal process served on Cable One, (b) protect and defend the rights or property of Cable One, its Data Service or the users of the Data Service, whether or not required to do so by law, or (c) protect the personal safety of users of Cable One***'s*** Data Service or the public. We reserve the right to either refuse to post or to remove any information or materials, in whole or in part, that we decide are unacceptable, undesirable, or in violation of this Agreement.

SECTION 9: SUBSCRIBER PASSWORDS

Subscriber is responsible for all use of Subscriber's account(s) and for maintaining the confidentiality of passwords. Subscriber shall immediately notify Cable One about: (i) any loss or theft of Subscriber's password, or (ii) any unauthorized use of Subscriber's password or of the Service. If any unauthorized person obtains access to the Service as a result of any act or omission by Subscriber, Subscriber shall use best efforts to ascertain the source and manner of the unauthorized acquisition. Subscriber shall additionally cooperate and assist in any investigation relating to any such unauthorized access.

SECTION 10: SUBSCRIBER PRIVACY

Cable One is committed to protecting the privacy of Subscriber's personal information. Cable One***'s*** privacy policy regarding the collection, use and disclosure of personal information is posted on Cable One***'s*** website (www.cableone.net). Subscriber acknowledges that he or she has read and accepted the terms and conditions of such statement.

SECTION 11: ASSIGNMENT

Subscriber shall not assign its rights or delegate its duties under this Agreement without the prior written consent of Cable One, which consent shall not be unreasonably withheld. Any assignment of this Agreement by Subscriber without Cable One's written consent shall be void and shall, at the Cable One's option, constitute a breach hereof by Subscriber. In the event Subscriber is a business entity and ceases to do business at the Premises, Subscriber shall return to Cable One all Cable One-owned equipment installed at the Premises; such cessation shall not; however, reduce Subscriber's payment obligations hereunder unless Cable One otherwise agrees in writing. This Agreement shall be fully assignable by Cable One. Subject to the foregoing, this Agreement shall be binding upon and shall insure to benefit of the parties and their respective successors, representatives and assigns.

SECTION 12: TERMINATION BY CABLE ONE

If Subscriber fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Cable One, or if Subscriber becomes insolvent or bankrupt, Cable One, in addition to all other rights it may have under law or its Agreement, shall have the right (i) to cease providing services to Subscriber, and (ii) immediately to enter the Premises and take possession of all Cable One-owned equipment without liability to Subscriber therefore and without relieving Subscriber of its obligations under this Agreement. Subscriber shall reimburse Cable One for all costs and expenses, including reasonable attorney's fees and court costs, incurred in connection with Cable One's exercise of its rights under this Agreement.

Cable One may, in its sole discretion, immediately terminate this Agreement in the event that it is unable to provide service due to any law, rule, regulation, Force Majeure event, or judgment of any court or government agency. In the event Cable One is declared to be a common carrier by a law, rule, regulation, or judgment of any court or government agency, Cable One may terminate this Agreement.

SECTION 13: TERMINATION BY SUBSCRIBER

If Cable One fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Subscriber, or if Cable One becomes insolvent or bankrupt, Subscriber, in addition to all other rights it may have under law or its Agreement, shall have the right to terminate this Agreement without penalty and will only be responsible for any fees it incurs prior to cessation of service. If Subscriber exercises its termination right, Cable One shall remove all Cable One-owned equipment without cost or fee to Subscriber.

SECTION 14: DATA SERVICE AND EQUIPMENT ARE PROVIDED "AS IS"

(a) CABLE ONE'S DATA SERVICE AND EQUIPMENT ARE PROVIDED "AS IS", "AS AVAILABLE" WITHOUTWARRANTIES OR CONDITIONS OF ANY KIND. CABLE ONE DOES NOT WARRANT THAT SUBSCRIBER'S USE OF THE DATA SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, BUG-FREE OR VIRUS-FREE. IN ADDITION, CABLE ONE DOES NOT WARRANT THAT ANY DATA OR FILES SENT BY OR TO SUBSCRIBER WILL BE TRANSMITTED IN A SECURE OR UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME. IN THE EVENT THAT SUBSCRIBER'S BUSINESS REQUIRES CONTINUOUS AND UNINTERRUPTED SERVICE, SUBSCRIBER MAY WISH TO OBTAIN A SECONDARY SERVICE FROM AN ALTERNATE PROVIDER. ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED ARE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, HEREBY EXCLUDED.

SECTION 15: PUBLIC RECORDS

Cable One acknowledges that the Subscriber is a public entity, and as such, is subject to state and federal laws regarding disclosure of public documents. Prior to disclosure, Subscriber will notify Cable One immediately regarding any record request seeking Cable One documents.

SECTION 18: MISCELLANEOUS:

a. This Agreement is governed by the laws of the State of Mississippi. Subscriber and Cable One hereby consent to the exclusive jurisdiction and venue of courts in Jackson County, MS in all disputes arising out of or relating to this Agreement and/or use of the Data Service and/or Cable One-owned equipment.
b. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, conversations, representations, promises of warranties (express or implied) whether verbal or written. No modification of this Agreement shall be valid unless made in writing and signed by both parties.
c. The waiver of a breach of any provision of this Agreement shall not be construed as waiver of any subsequent breach of the same or a different provision of this Agreement.
d. If any clause or provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, then, and in the event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

As indicated by the signature below, party agrees to and accept the terms of this Agreement as of the day and year stated above.

SUBSCRIBER:

By:

Printed Name: **Paula Yancey**

Title: **City Manager**

Address: **3330 HWY 90**
Gautier, MS 39553

Phone: **(228) 497-8000**

CABLE ONE BUSINESS	Business Services Agreement
	Date: 03/27/2018

Cable One Business Account Rep:	Michelle Valenzuela	**Cable One System Address:**
Phone Number:	602-364-6068	210 E Earll Drive
Fax Number:	888-507-0096	Phoenix, AZ 85012

Customer Information:		**Authorized Customer Representative**	
Company Name:	City of Gautier Fire Department South Station	**Full Name:**	Sherry Farabee
Street Address:	1905 Ladner Rd	**Billing Telephone:**	
City/State/ZIP:	Gautier, MS 39553	**Fax:**	
Billing Address:		**Contact Number:**	
City/State/ZIP:		**Email Address:**	sfarabee@gautier-ms.gov
Cable One Account #:			

Taxes and Fees Not Included

Service Description	Quantity
D3 Suite (50Mbps x 5Mbps)	1
Wi-Fi	1
Installation	1
Installation Charge (may include construction):	$49.95
Term:	3 Year
Total:	$82.69

Equipment Charges

Description	Quantity	Unit Price	Total Fee
D3 Modem Rental	1	$8.99	$8.99
Devices		**Qty**	**Monthly Fee**
		Subtotal:	

Special Conditions

Agreement

THE SERVICE CHARGES AND FEES TOTAL $82.69 PER MONTH FOR THE DURATION OF THE INITIAL TERM AND MAY BE REVISED AFTERWARD. THOUGH VIDEO SERVICE FEES MAY BE INCREASED, HSD AND PHONE SERVICE FEES WILL NOT BE INCREASED DURING THE TERM. SEPARATELY, THE EQUIPMENT FEES MAY BE REVISED. THE SERVICE TERM SHALL BE DEEMED TO BEGIN UPON INSTALLATION AND TERMINATE AT THE COMPLETION OF THE TERM NOTED ABOVE.

By signing below, I acknowledge that I have read, understand, and agree to be bound by and comply with the above service information and charges, and the attached terms and conditions and service-specific agreements. I warrant that I am the Customer or have the authority to represent and bind the Customer. If I provide an email address, a copy of this document and the relevant service-specific agreements will be emailed to me for my records. I understand that I have the right to receive paper copies of this and any other agreements applicable to the Service(s) I have ordered by calling my local Cable One office, and I consent to the use of electronic documents and signature. I acknowledge that I may cancel this agreement without an early termination penalty within thirty (30) days.

Customer Authorized Signature	
Print	
Date	

TERMS AND CONDITIONS

The following terms and conditions regarding the provision of service are derived from the complete agreements which govern your relationship with Cable One and are provided solely for your convenience. The terms of the agreements for Internet service and Phone service are not identical and differ in significant ways. An understanding of the rights and obligations of the parties can only be achieved through a full review of the agreements that apply to the Service(s) for which you are contracting. The following is designed to give you a brief and necessarily incomplete overview of some of the terms which in Cable One's judgment are critical elements of which each customer should be fully aware. Except where it is clear that one agreement or the other is being exclusively addressed, the following terms are those in common with both agreements.

Rights and Obligations. The parties' rights and obligations will be defined by the agreements. Representations of terms and conditions by any other source including employees and agents of Cable One shall not be binding on Cable One. In the event that Customer uses a purchase order form to order Service(s), Customer acknowledges that to the extent that the terms of the purchase order are inconsistent with the terms and conditions of the agreements, the terms of the agreements will prevail.

Availability. The Service(s) may not be available in all locations due to engineering issues and regulatory and technical restrictions. In the event Cable One determines that Service is not available to Customer's location, this Agreement shall be void, and Customer shall be entitled to a refund of all prepaid charges in accordance with Cable One's refund policies. In addition, taxing and regulatory authorities may require differences in the way the Service(s) are offered in different locations.

Compliance with Law. Customer's use of the Service(s) shall comply with the terms of the agreements, Cable One's Acceptable Use Policy where relevant, and all applicable laws and regulations. Customer agrees not to resell or redistribute in any way the Service(s), or any portion thereof, or make any use of the Service(s) other than for Customer's legitimate business purposes, unless otherwise agreed in writing by Cable One.

In addition to the general requirement that use of the Internet service be in compliance with law and Cable One's policies, for additional guidance, the commercial Internet agreement provides a list of specific actions which are prohibited.

Cable One will monitor usage amounts, including unbilled usage, to detect fraudulent activity. If usage rises significantly above Cable One's tolerance limits for Customer's type of business, Cable One will investigate and among other things may require Customer to prepay or sign up for direct pay.

Charges. Customer agrees to pay Cable One for its subscription to and use of the Service(s) and for any applicable charges for installation, disconnection and reconnection, and all local, state and federal fees, taxes, administrative fees, surcharges and/or assessments imposed on the Service(s) either by government or Cable One. Any payment not made when due may be subject to a late charge, which charge and method of imposition shall comply with applicable law.

Questions regarding a bill must be provided to Cable One within sixty (60) days of receipt of the billing statement in question. Failure to timely notify Cable One of a dispute shall constitute acceptance of the bill. Undisputed portions of the billing statement must be paid before the next billing statement is issued to avoid an administrative fee for late payment. All payments for services must be made directly by Customer to Cable One.

Installation and Maintenance of Equipment. Customer, at no cost to Cable One, shall secure throughout the term of service from building owners, managers, government authorities or any other parties any agreements necessary to allow Cable One to install, deliver, operate and maintain the Cable One-owned equipment and Service(s). Cable One-owned equipment provided to Customer hereunder shall be maintained by Cable One in good operating condition. Such maintenance obligation is contingent upon Customer notifying Cable One, **in a timely manner**, when repair or maintenance is necessary. Cable One will have no obligation to install, support, maintain, repair or replace any equipment that is not Cable One Equipment. Cable One shall retain ownership of all Cable One equipment provided hereunder. Customer shall not, directly or indirectly, sell, mortgage, pledge, or otherwise dispose or encumber any Cable One-owned equipment provided to Customer, nor shall it change the location of, tamper with, damage, mishandle or alter in any manner such equipment.

Emergency 9-1-1 Services. Customer expressly acknowledges that the Phone Service has a limited power source and that, under certain circumstances, including if the electrical power and/or Cable One's cable network or facilities are not operating, the Phone Service, including the ability to access emergency 9-1-1 services, will not be available. Customer expressly acknowledges that the address associated with Customer's Phone Service is the location where service will be provided and will be designated as the Registered Location for the Phone Service and for 9-1-1 locating purposes. Any transfer of Phone Service to a new location is prohibited without Cable One authorization and may result in the inability of the 9-1-1 service to locate Customer in an emergency.

Copyrighted Materials and the Digital Millennium Copyright Act. To the extent permissible under Mississippi law, Cable One bears no responsibility for, and Customer agrees to assume all risks regarding, the alteration, falsification, misrepresentation, reproduction, or distribution of copyrighted materials without the proper permission of the

copyright owner. If Cable One receives notice under the Digital Millennium Copyright Act, 17 U.S.C. § 512, that Customer has allegedly infringed the intellectual property rights of a third party, under the Act Cable One will have the right to take down or disable access to the allegedly infringing material. In appropriate circumstances, Cable One will terminate the accounts of a Customer who repeatedly infringes the intellectual property rights of third parties. Cable One also will take such other action as appropriate under the circumstances to preserve its rights. Similar action will be taken on Customer's behalf if Customer believes that another Cable One customer has violated its copyrights.

CHANNEL, SERVICE, PRICE, AND OTHER CHANGES
Subject to applicable law, Cable One has the right to change at any time our channels, programming, services, and equipment, with or without notice and with or without adjustments or refunds to prices or charges. Such changes may include, but are not limited to, rearranging, deleting, adding to, or otherwise changing programming, features, offerings, content, functionality, hours of availability, customer equipment requirements, speed, and upstream and downstream rate limitations. We may also change our policies, prices, and charges with or without notice. Any notice may be provided through your monthly bill, annual notice, newspaper ad, our website, or email or other communication. Continuing to receive services after the change constitutes acceptance of the change. NOTE: Cable One video services are not included in our term length discounts. As market conditions change, Cable One reserves the right to adjust package prices.

Music Performance Rights. Commercial cable TV subscribers should be aware that they may be subject to music performance license fees imposed by BMI, ASCAP and/or SESAC. Cable One is not responsible for a subscriber's liability for such fees and it is suggested that subscribers seek the advice of counsel.

I**Termination.** Either party may terminate the agreement(s) if the other party fails to perform any of its obligations, does not cure such breach within thirty (30) days after written notice, or if the other party becomes insolvent or bankrupt.

Privacy. Personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in the Privacy Notice located in the Legal Section of Cable One's website at www.cableone.net.

Based on its provision of Phone services, Cable One develops information about the quantity, technical configuration, type, destination, amount of Phone Services Customer uses, and other information found on Customer's bill, all of which are summarily identified as Customer Proprietary Network Information ("CPNI"). Under federal law, Customer has a right, and Cable One has a duty, to protect the confidentiality of CPNI. We will not use CPNI to market telecommunications services to you that are outside ~~of the type~~ of service to which you currently subscribe without your prior consent, and we do not share CPNI with affiliates or third parties for their use in marketing their services to you. If we plan to market telecommunications services outside of the type of services to which you already subscribe, we will notify you at that time and provide you with the opportunity to opt-out of the use of your CPNI for such campaign.

Name: ______________________________

Company: City of Gautier Fire Department South Station

Date: ______________________________

CABLE ONE BUSINESS HIGH SPEED INTERNET SERVICE AGREEMENT

THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DATA SERVICES
During the term of this Agreement, Cable One shall provide the high speed Internet service ("Data Service") indicated by Subscriber on the work order to the locations set forth in Appendix A (Premises) and fully described therein.

SECTION 2: ENGINEERING REVIEW
Activation of Data Service is subject to Cable One's engineering review for distribution availability by existing cable plant as well as review of other external factors and may require additional fees. In the event Cable One determines that Data Service is not available to the Premises of Subscriber, this Agreement shall be void, and Subscriber shall be entitled to a refund of all prepaid charges in accordance with Cable One's refund policies.

SECTION 3: INSTALLATION & MAINTENANCE OF CABLE ONE EQUIPMENT
Subscriber hereby grants to Cable One (subject to any necessary governmental or third party approvals) the right to install all necessary equipment for receiving Data Service. Subscriber, at no cost to Cable One, shall secure throughout the term of service from building owners, managers, government authorities or any other parties any easements, leases, licenses, right of entry agreements or any other agreements necessary to allow Cable One to use existing pathways into and in each Building. Cable One-owned equipment provided to Subscriber hereunder shall be maintained by Cable One in good operating condition. Such maintenance obligation is contingent upon Subscriber notifying Cable One**, in a timely manner,** when repair or maintenance is necessary. Subscriber shall provide Cable One with reasonable access to the Premises during normal hours for purposes of performing required maintenance. Cable One shall retain ownership of all equipment provided hereunder, including all data transmission equipment, drop and fiber optic material required to provide Service to the business. Subscriber shall not, directly or indirectly, sell, mortgage, pledge, or otherwise dispose or encumber any Cable One-owned equipment provided to Subscriber, nor shall it change the location of, tamper with, damage, mishandle or alter in any manner such equipment. Subscriber also shall not relocate Cable One-owned equipment within its Premises. In addition, if Subscriber decides to move Premises, Subscriber shall notify Cable One of its move. Cable One will relocate the Cable One-owned equipment for Subscriber within Subscriber's Premises or, in accordance with Section 4, to another Premises; Subscriber acknowledges that it may incur additional charges for such relocation. Subscriber shall, upon the expiration or earlier termination of this Agreement, promptly return to Cable One all of such equipment in good condition (or pay the full replacement value therefore). If services are no longer provided to the Subscriber's Premises, Subscriber shall provide Cable One with reasonable access to such Premises for purpose of removing any Cable One-owned equipment. Cable One shall have no obligation to install, operate or maintain subscriber provided facilities or equipment.

SECTION 4: USE OF DATA SERVICE AND EQUIPMENT
Subscriber's use of the Data Service and equipment is subject to adherence to all relevant laws and Cable One's acceptable use policy where applicable. Subscriber shall not use the Data Service or equipment to directly or indirectly:

(a) invade another person's privacy, unlawfully use, possess, post, transmit or disseminate obscene, profane or pornographic material; post, transmit, distribute or disseminate content that is unlawful, threatening, abusive, libelous, slanderous, defamatory, materially false, inaccurate or misleading or otherwise offensive or objectionable; unlawfully promote or incite hatred; or post, transmit or disseminate objectionable information, including, without limitation, any information constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any municipal, provincial, federal or international law, order, rule, regulation for policy or any network accessed using the Service;

(b) access any computer, software, data, or any confidential, copyright protected or patent protected material of any other person or entity, without the knowledge and consent of such person or entity, nor use any tools designed to facilitate such access;

(c) collect a listing or directory of Cable One subscribers, or if any such directory is made available, use, copy or provide to any person or entity (whether or not for a fee) such directory or any portion thereof;

(d) upload, post, publish, deface, modify, transmit, reproduce, or distribute in any way, information, software or other material obtained through Cable One that is protected by copyright, or other proprietary right, or related derivative works, without obtaining permission of the copyright owner or right holder; or otherwise violate the rights of any person or entity, including the misuse, misappropriation or other violation of any intellectual property of any person or entity;

(e) alter, modify or tamper with the equipment or any feature of the Data Service, including, without limitation, attempt to disassemble, decompile, create derivative works of, reverse engineer, modify, sublicense, distribute or use the equipment for any purpose other than as expressly permitted;

(f) restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the Data Service or the Internet generally or create an unusually large burden on Cable One's network, including, without limitation: posting or transmitting any information or software that contains a virus, lock, key, bomb, worm, Trojan horse or other harmful or debilitating feature, distributing mass or unsolicited messages, chain letters, surveys, third party advertising or promotional materials, commercial solicitations (*i.e.,* spam) or mass chat room or bulletin board posts, or otherwise generating levels of traffic sufficient to impede others' ability to send or retrieve information;

(g) interfere with computer networking, cable or telecommunications services to or from any Internet user, host or network, including but not limited to denial of service attacks, overloading a service, improper seizure and abuse of operator privileges ("hacking") or attempting to "crash" a host; or

(h) falsely assume the identity of any other individual or entity, including, without limitation an employee or agent of Cable One, for any purpose, including, without limitation, accessing or attempting to access any account for which Subscriber is not an authorized user.

(i) resell or share any portion of this Data Service to a third party.

In addition to our termination rights set out elsewhere in this Agreement and otherwise available at law, Cable One may suspend service or terminate this Agreement if Subscriber engages in one or more of the above prohibited activities.

SECTION 5: CONTENT ACCESSED AND PURCHASES MADE THROUGH CABLE ONE

Subscriber acknowledges and agrees that there is some content accessible through the Data Service and the Internet that may be offensive, or that may not be in compliance with applicable law. For example, it is possible to obtain access to content that is pornographic, obscene, or otherwise inappropriate or offensive, particularly for children. Cable One does not assume any responsibility for or exercise any control over the content accessible through the Data Service. Subscriber accesses and uses all content obtained through the Data Service at Subscriber's own risk. In addition, Cable One shall not be responsible for any of Subscriber's purchases or charges on the Internet.

SECTION 6: COPYRIGHTED MATERIALS

To the extent permissible under Mississippi law, Cable One bears no responsibility for, and Subscriber agrees to assume all risks regarding, the alteration, falsification, misrepresentation, reproduction, or distribution of copyrighted materials without the proper permission of the copyright owner. If Cable One receives notice under the Digital Millennium Copyright Act, 17 U.S.C. § 512, that Subscriber has allegedly infringed the intellectual property rights of a third party, under the Act Cable One will have the right to take down or disable access to the allegedly infringing material. In appropriate circumstances, Cable One will terminate the accounts of subscribers who repeatedly infringe the intellectual property rights of third parties. Cable One also will take such other action as appropriate under the circumstances to preserve its rights.

SECTION 7: SUBSCRIBER'S RESPONSIBILITY FOR SECURITY

Cable One uses resources that are shared with many other subscribers. Moreover, Cable One provides access to the Internet, a public network, which is used by millions of other users. Information (personal and otherwise) transmitted over such public network necessarily may be subject to interception, eavesdropping or misappropriation by unauthorized parties. Subscriber shall be solely responsible for taking the necessary precautions to protect itself and its equipment, files and data against any risks inherent in the use of this shared resource. While Cable One also permits Subscriber to change its SSID and password for its wireless service and also to engage in port forwarding, Subscriber acknowledges that such manipulation injects an additional possibility of outside party intrusion.

SECTION 8: RIGHT TO MONITOR AND DISCLOSE CONTENT

Cable One has no obligation to monitor content provided through the Data Service. However, Subscriber agrees that Cable One has the right to monitor content electronically from time to time and to disclose any information as necessary to: (a) conform to the edicts of the law or comply with legal process served on Cable One, (b) protect and defend the rights or property of Cable One, its Data Service or the users of the Data Service, whether or not required to do so by law, or (c) protect the personal safety of users of Cable One***'s*** Data Service or the public. We reserve the right to either refuse to post or to remove any information or materials, in whole or in part, that we decide are unacceptable, undesirable, or in violation of this Agreement.

SECTION 9: SUBSCRIBER PASSWORDS

Subscriber is responsible for all use of Subscriber's account(s) and for maintaining the confidentiality of passwords. Subscriber shall immediately notify Cable One about: (i) any loss or theft of Subscriber's password, or (ii) any unauthorized use of Subscriber's password or of the Service. If any unauthorized person obtains access to the Service as a result of any act or omission by Subscriber, Subscriber shall use best efforts to ascertain the source and manner of the unauthorized acquisition. Subscriber shall additionally cooperate and assist in any investigation relating to any such unauthorized access.

SECTION 10: SUBSCRIBER PRIVACY

Cable One is committed to protecting the privacy of Subscriber's personal information. Cable One***'s*** privacy policy regarding the collection, use and disclosure of personal information is posted on Cable One***'s*** website (www.cableone.net). Subscriber acknowledges that he or she has read and accepted the terms and conditions of such statement.

SECTION 11: ASSIGNMENT

Subscriber shall not assign its rights or delegate its duties under this Agreement without the prior written consent of Cable One, which consent shall not be unreasonably withheld. Any assignment of this Agreement by Subscriber without Cable One's written consent shall be void and shall, at the Cable One's option, constitute a breach hereof by Subscriber. In the event Subscriber is a business entity and ceases to do business at the Premises, Subscriber shall return to Cable One all Cable One-owned equipment installed at the Premises; such cessation shall not; however, reduce Subscriber's payment obligations hereunder unless Cable One otherwise agrees in writing. This Agreement shall be fully assignable by Cable One. Subject to the foregoing, this Agreement shall be binding upon and shall insure to benefit of the parties and their respective successors, representatives and assigns.

SECTION 12: TERMINATION BY CABLE ONE

If Subscriber fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Cable One, or if Subscriber becomes insolvent or bankrupt, Cable One, in addition to all other rights it may have under law or its Agreement, shall have the right (i) to cease providing services to Subscriber, and (ii) immediately to enter the Premises and take possession of all Cable One-owned equipment without liability to Subscriber therefore and without relieving Subscriber of its obligations under this Agreement. Subscriber shall reimburse Cable One for all costs and expenses, including reasonable attorney's fees and court costs, incurred in connection with Cable One's exercise of its rights under this Agreement.

Cable One may, in its sole discretion, immediately terminate this Agreement in the event that it is unable to provide service due to any law, rule, regulation, Force Majeure event, or judgment of any court or government agency. In the event Cable One is declared to be a common carrier by a law, rule, regulation, or judgment of any court or government agency, Cable One may terminate this Agreement.

SECTION 13: TERMINATION BY SUBSCRIBER

If Cable One fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Subscriber, or if Cable One becomes insolvent or bankrupt, Subscriber, in addition to all other rights it may have under law or its Agreement, shall have the right to terminate this Agreement without penalty and will only be responsible for any fees it incurs prior to cessation of service. If Subscriber exercises its termination right, Cable One shall remove all Cable One-owned equipment without cost or fee to Subscriber.

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Cable One acknowledges that the Subscriber is a public entity, and as such, is subject to state and federal laws regarding disclosure of public documents. Prior to disclosure, Subscriber will notify Cable One immediately regarding any record request seeking Cable One documents.

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a. This Agreement is governed by the laws of the State of Mississippi. Subscriber and Cable One hereby consent to the exclusive jurisdiction and venue of courts in Jackson County, MS in all disputes arising out of or relating to this Agreement and/or use of the Data Service and/or Cable One-owned equipment.

b. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, conversations, representations, promises of warranties (express or implied) whether verbal or written. No modification of this Agreement shall be valid unless made in writing and signed by both parties.

c. The waiver of a breach of any provision of this Agreement shall not be construed as waiver of any subsequent breach of the same or a different provision of this Agreement.

d. If any clause or provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, then, and in the event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

As indicated by the signature below, party agrees to and accept the terms of this Agreement as of the day and year stated above.

SUBSCRIBER:

By:

Printed Name: **Paula Yancey**

Title: **City Manager**

Address: **3330 HWY 90**
Gautier, MS 39553

Phone: **(228) 497-8000**

CABLE ONE BUSINESS	Business Services Agreement
	Date: 03/27/2018

Cable One Business Account Rep:	Michelle Valenzuela	**Cable One System Address:**
Phone Number:	602-364-6068	210 E Earll Drive
Fax Number:	888-507-0096	Phoenix, AZ 85012

Customer Information:		**Authorized Customer Representative**	
Company Name:	City of Gautier Fire Department North Station	**Full Name:**	Sherry Farabee
Street Address:	7510 Martin Bluff Rd	**Billing Telephone:**	
City/State/ZIP:	Gautier, MS 39553	**Fax:**	
Billing Address:		**Contact Number:**	
City/State/ZIP:		**Email Address:**	sfarabee@gautier-ms.gov
Cable One Account #:			

Taxes and Fees Not Included

Service Description	**Quantity**
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Wi-Fi	1
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Total:	$82.69

Equipment Charges

Description	**Quantity**	**Unit Price**	**Total Fee**
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	Subtotal:	

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By signing below, I acknowledge that I have read, understand, and agree to be bound by and comply with the above service information and charges, and the attached terms and conditions and service-specific agreements. I warrant that I am the Customer or have the authority to represent and bind the Customer. If I provide an email address, a copy of this document and the relevant service-specific agreements will be emailed to me for my records. I understand that I have the right to receive paper copies of this and any other agreements applicable to the Service(s) I have ordered by calling my local Cable One office, and I consent to the use of electronic documents and signature. I acknowledge that I may cancel this agreement without an early termination penalty within thirty (30) days.

Customer Authorized Signature	
Print	
Date	

TERMS AND CONDITIONS

The following terms and conditions regarding the provision of service are derived from the complete agreements which govern your relationship with Cable One and are provided solely for your convenience. The terms of the agreements for Internet service and Phone service are not identical and differ in significant ways. An understanding of the rights and obligations of the parties can only be achieved through a full review of the agreements that apply to the Service(s) for which you are contracting. The following is designed to give you a brief and necessarily incomplete overview of some of the terms which in Cable One's judgment are critical elements of which each customer should be fully aware. Except where it is clear that one agreement or the other is being exclusively addressed, the following terms are those in common with both agreements.

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Availability. The Service(s) may not be available in all locations due to engineering issues and regulatory and technical restrictions. In the event Cable One determines that Service is not available to Customer's location, this Agreement shall be void, and Customer shall be entitled to a refund of all prepaid charges in accordance with Cable One's refund policies. In addition, taxing and regulatory authorities may require differences in the way the Service(s) are offered in different locations.

Compliance with Law. Customer's use of the Service(s) shall comply with the terms of the agreements, Cable One's Acceptable Use Policy where relevant, and all applicable laws and regulations. Customer agrees not to resell or redistribute in any way the Service(s), or any portion thereof, or make any use of the Service(s) other than for Customer's legitimate business purposes, unless otherwise agreed in writing by Cable One.

In addition to the general requirement that use of the Internet service be in compliance with law and Cable One's policies, for additional guidance, the commercial Internet agreement provides a list of specific actions which are prohibited.

Cable One will monitor usage amounts, including unbilled usage, to detect fraudulent activity. If usage rises significantly above Cable One's tolerance limits for Customer's type of business, Cable One will investigate and among other things may require Customer to prepay or sign up for direct pay.

Charges. Customer agrees to pay Cable One for its subscription to and use of the Service(s) and for any applicable charges for installation, disconnection and reconnection, and all local, state and federal fees, taxes, administrative fees, surcharges and/or assessments imposed on the Service(s) either by government or Cable One. Any payment not made when due may be subject to a late charge, which charge and method of imposition shall comply with applicable law.

Questions regarding a bill must be provided to Cable One within sixty (60) days of receipt of the billing statement in question. Failure to timely notify Cable One of a dispute shall constitute acceptance of the bill. Undisputed portions of the billing statement must be paid before the next billing statement is issued to avoid an administrative fee for late payment. All payments for services must be made directly by Customer to Cable One.

Installation and Maintenance of Equipment. Customer, at no cost to Cable One, shall secure throughout the term of service from building owners, managers, government authorities or any other parties any agreements necessary to allow Cable One to install, deliver, operate and maintain the Cable One-owned equipment and Service(s). Cable One-owned equipment provided to Customer hereunder shall be maintained by Cable One in good operating condition. Such maintenance obligation is contingent upon Customer notifying Cable One, **in a timely manner**, when repair or maintenance is necessary. Cable One will have no obligation to install, support, maintain, repair or replace any equipment that is not Cable One Equipment. Cable One shall retain ownership of all Cable One equipment provided hereunder. Customer shall not, directly or indirectly, sell, mortgage, pledge, or otherwise dispose or encumber any Cable One-owned equipment provided to Customer, nor shall it change the location of, tamper with, damage, mishandle or alter in any manner such equipment.

Emergency 9-1-1 Services. Customer expressly acknowledges that the Phone Service has a limited power source and that, under certain circumstances, including if the electrical power and/or Cable One's cable network or facilities are not operating, the Phone Service, including the ability to access emergency 9-1-1 services, will not be available. Customer expressly acknowledges that the address associated with Customer's Phone Service is the location where service will be provided and will be designated as the Registered Location for the Phone Service and for 9-1-1 locating purposes. Any transfer of Phone Service to a new location is prohibited without Cable One authorization and may result in the inability of the 9-1-1 service to locate Customer in an emergency.

Copyrighted Materials and the Digital Millennium Copyright Act. To the extent permissible under Mississippi law, Cable One bears no responsibility for, and Customer agrees to assume all risks regarding, the alteration, falsification, misrepresentation, reproduction, or distribution of copyrighted materials without the proper permission of the

copyright owner. If Cable One receives notice under the Digital Millennium Copyright Act, 17 U.S.C. § 512, that Customer has allegedly infringed the intellectual property rights of a third party, under the Act Cable One will have the right to take down or disable access to the allegedly infringing material. In appropriate circumstances, Cable One will terminate the accounts of a Customer who repeatedly infringes the intellectual property rights of third parties. Cable One also will take such other action as appropriate under the circumstances to preserve its rights. Similar action will be taken on Customer's behalf if Customer believes that another Cable One customer has violated its copyrights.

CHANNEL, SERVICE, PRICE, AND OTHER CHANGES
Subject to applicable law, Cable One has the right to change at any time our channels, programming, services, and equipment, with or without notice and with or without adjustments or refunds to prices or charges. Such changes may include, but are not limited to, rearranging, deleting, adding to, or otherwise changing programming, features, offerings, content, functionality, hours of availability, customer equipment requirements, speed, and upstream and downstream rate limitations. We may also change our policies, prices, and charges with or without notice. Any notice may be provided through your monthly bill, annual notice, newspaper ad, our website, or email or other communication. Continuing to receive services after the change constitutes acceptance of the change. NOTE: Cable One video services are not included in our term length discounts. As market conditions change, Cable One reserves the right to adjust package prices.

Music Performance Rights. Commercial cable TV subscribers should be aware that they may be subject to music performance license fees imposed by BMI, ASCAP and/or SESAC. Cable One is not responsible for a subscriber's liability for such fees and it is suggested that subscribers seek the advice of counsel.

I**Termination.** Either party may terminate the agreement(s) if the other party fails to perform any of its obligations, does not cure such breach within thirty (30) days after written notice, or if the other party becomes insolvent or bankrupt.

Privacy. Personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in the Privacy Notice located in the Legal Section of Cable One's website at www.cableone.net.

Based on its provision of Phone services, Cable One develops information about the quantity, technical configuration, type, destination, amount of Phone Services Customer uses, and other information found on Customer's bill, all of which are summarily identified as Customer Proprietary Network Information ("CPNI"). Under federal law, Customer has a right, and Cable One has a duty, to protect the confidentiality of CPNI. We will not use CPNI to market telecommunications services to you that are outside ~~of the type~~ of service to which you currently subscribe without your prior consent, and we do not share CPNI with affiliates or third parties for their use in marketing their services to you. If we plan to market telecommunications services outside of the type of services to which you already subscribe, we will notify you at that time and provide you with the opportunity to opt-out of the use of your CPNI for such campaign.

Name: ______________________________

Company: City of Gautier Fire Department North Station

Date: ______________________________

CABLE ONE BUSINESS HIGH SPEED INTERNET SERVICE AGREEMENT

THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DATA SERVICES
During the term of this Agreement, Cable One shall provide the high speed Internet service ("Data Service") indicated by Subscriber on the work order to the locations set forth in Appendix A (Premises) and fully described therein.

SECTION 2: ENGINEERING REVIEW
Activation of Data Service is subject to Cable One's engineering review for distribution availability by existing cable plant as well as review of other external factors and may require additional fees. In the event Cable One determines that Data Service is not available to the Premises of Subscriber, this Agreement shall be void, and Subscriber shall be entitled to a refund of all prepaid charges in accordance with Cable One's refund policies.

SECTION 3: INSTALLATION & MAINTENANCE OF CABLE ONE EQUIPMENT
Subscriber hereby grants to Cable One (subject to any necessary governmental or third party approvals) the right to install all necessary equipment for receiving Data Service. Subscriber, at no cost to Cable One, shall secure throughout the term of service from building owners, managers, government authorities or any other parties any easements, leases, licenses, right of entry agreements or any other agreements necessary to allow Cable One to use existing pathways into and in each Building. Cable One-owned equipment provided to Subscriber hereunder shall be maintained by Cable One in good operating condition. Such maintenance obligation is contingent upon Subscriber notifying Cable One**, in a timely manner,** when repair or maintenance is necessary. Subscriber shall provide Cable One with reasonable access to the Premises during normal hours for purposes of performing required maintenance. Cable One shall retain ownership of all equipment provided hereunder, including all data transmission equipment, drop and fiber optic material required to provide Service to the business. Subscriber shall not, directly or indirectly, sell, mortgage, pledge, or otherwise dispose or encumber any Cable One-owned equipment provided to Subscriber, nor shall it change the location of, tamper with, damage, mishandle or alter in any manner such equipment. Subscriber also shall not relocate Cable One-owned equipment within its Premises. In addition, if Subscriber decides to move Premises, Subscriber shall notify Cable One of its move. Cable One will relocate the Cable One-owned equipment for Subscriber within Subscriber's Premises or, in accordance with Section 4, to another Premises; Subscriber acknowledges that it may incur additional charges for such relocation. Subscriber shall, upon the expiration or earlier termination of this Agreement, promptly return to Cable One all of such equipment in good condition (or pay the full replacement value therefore). If services are no longer provided to the Subscriber's Premises, Subscriber shall provide Cable One with reasonable access to such Premises for purpose of removing any Cable One-owned equipment. Cable One shall have no obligation to install, operate or maintain subscriber provided facilities or equipment.

SECTION 4: USE OF DATA SERVICE AND EQUIPMENT
Subscriber's use of the Data Service and equipment is subject to adherence to all relevant laws and Cable One's acceptable use policy where applicable. Subscriber shall not use the Data Service or equipment to directly or indirectly:

(a) invade another person's privacy, unlawfully use, possess, post, transmit or disseminate obscene, profane or pornographic material; post, transmit, distribute or disseminate content that is unlawful, threatening, abusive, libelous, slanderous, defamatory, materially false, inaccurate or misleading or otherwise offensive or objectionable; unlawfully promote or incite hatred; or post, transmit or disseminate objectionable information, including, without limitation, any information constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any municipal, provincial, federal or international law, order, rule, regulation for policy or any network accessed using the Service;

(b) access any computer, software, data, or any confidential, copyright protected or patent protected material of any other person or entity, without the knowledge and consent of such person or entity, nor use any tools designed to facilitate such access;

(c) collect a listing or directory of Cable One subscribers, or if any such directory is made available, use, copy or provide to any person or entity (whether or not for a fee) such directory or any portion thereof;

(d) upload, post, publish, deface, modify, transmit, reproduce, or distribute in any way, information, software or other material obtained through Cable One that is protected by copyright, or other proprietary right, or related derivative works, without obtaining permission of the copyright owner or right holder; or otherwise violate the rights of any person or entity, including the misuse, misappropriation or other violation of any intellectual property of any person or entity;

(e) alter, modify or tamper with the equipment or any feature of the Data Service, including, without limitation, attempt to disassemble, decompile, create derivative works of, reverse engineer, modify, sublicense, distribute or use the equipment for any purpose other than as expressly permitted;

(f) restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the Data Service or the Internet generally or create an unusually large burden on Cable One's network, including, without limitation: posting or transmitting any information or software that contains a virus, lock, key, bomb, worm, Trojan horse or other harmful or debilitating feature, distributing mass or unsolicited messages, chain letters, surveys, third party advertising or promotional materials, commercial solicitations (*i.e.,* spam) or mass chat room or bulletin board posts, or otherwise generating levels of traffic sufficient to impede others' ability to send or retrieve information;

(g) interfere with computer networking, cable or telecommunications services to or from any Internet user, host or network, including but not limited to denial of service attacks, overloading a service, improper seizure and abuse of operator privileges ("hacking") or attempting to "crash" a host; or

(h) falsely assume the identity of any other individual or entity, including, without limitation an employee or agent of Cable One, for any purpose, including, without limitation, accessing or attempting to access any account for which Subscriber is not an authorized user.

(i) resell or share any portion of this Data Service to a third party.

In addition to our termination rights set out elsewhere in this Agreement and otherwise available at law, Cable One may suspend service or terminate this Agreement if Subscriber engages in one or more of the above prohibited activities.

SECTION 5: CONTENT ACCESSED AND PURCHASES MADE THROUGH CABLE ONE

Subscriber acknowledges and agrees that there is some content accessible through the Data Service and the Internet that may be offensive, or that may not be in compliance with applicable law. For example, it is possible to obtain access to content that is pornographic, obscene, or otherwise inappropriate or offensive, particularly for children. Cable One does not assume any responsibility for or exercise any control over the content accessible through the Data Service. Subscriber accesses and uses all content obtained through the Data Service at Subscriber's own risk. In addition, Cable One shall not be responsible for any of Subscriber's purchases or charges on the Internet.

SECTION 6: COPYRIGHTED MATERIALS

To the extent permissible under Mississippi law, Cable One bears no responsibility for, and Subscriber agrees to assume all risks regarding, the alteration, falsification, misrepresentation, reproduction, or distribution of copyrighted materials without the proper permission of the copyright owner. If Cable One receives notice under the Digital Millennium Copyright Act, 17 U.S.C. § 512, that Subscriber has allegedly infringed the intellectual property rights of a third party, under the Act Cable One will have the right to take down or disable access to the allegedly infringing material. In appropriate circumstances, Cable One will terminate the accounts of subscribers who repeatedly infringe the intellectual property rights of third parties. Cable One also will take such other action as appropriate under the circumstances to preserve its rights.

SECTION 7: SUBSCRIBER'S RESPONSIBILITY FOR SECURITY

Cable One uses resources that are shared with many other subscribers. Moreover, Cable One provides access to the Internet, a public network, which is used by millions of other users. Information (personal and otherwise) transmitted over such public network necessarily may be subject to interception, eavesdropping or misappropriation by unauthorized parties. Subscriber shall be solely responsible for taking the necessary precautions to protect itself and its equipment, files and data against any risks inherent in the use of this shared resource. While Cable One also permits Subscriber to change its SSID and password for its wireless service and also to engage in port forwarding, Subscriber acknowledges that such manipulation injects an additional possibility of outside party intrusion.

SECTION 8: RIGHT TO MONITOR AND DISCLOSE CONTENT

Cable One has no obligation to monitor content provided through the Data Service. However, Subscriber agrees that Cable One has the right to monitor content electronically from time to time and to disclose any information as necessary to: (a) conform to the edicts of the law or comply with legal process served on Cable One, (b) protect and defend the rights or property of Cable One, its Data Service or the users of the Data Service, whether or not required to do so by law, or (c) protect the personal safety of users of Cable One***'s*** Data Service or the public. We reserve the right to either refuse to post or to remove any information or materials, in whole or in part, that we decide are unacceptable, undesirable, or in violation of this Agreement.

SECTION 9: SUBSCRIBER PASSWORDS

Subscriber is responsible for all use of Subscriber's account(s) and for maintaining the confidentiality of passwords. Subscriber shall immediately notify Cable One about: (i) any loss or theft of Subscriber's password, or (ii) any unauthorized use of Subscriber's password or of the Service. If any unauthorized person obtains access to the Service as a result of any act or omission by Subscriber, Subscriber shall use best efforts to ascertain the source and manner of the unauthorized acquisition. Subscriber shall additionally cooperate and assist in any investigation relating to any such unauthorized access.

SECTION 10: SUBSCRIBER PRIVACY

Cable One is committed to protecting the privacy of Subscriber's personal information. Cable One***'s*** privacy policy regarding the collection, use and disclosure of personal information is posted on Cable One***'s*** website (www.cableone.net). Subscriber acknowledges that he or she has read and accepted the terms and conditions of such statement.

SECTION 11: ASSIGNMENT

Subscriber shall not assign its rights or delegate its duties under this Agreement without the prior written consent of Cable One, which consent shall not be unreasonably withheld. Any assignment of this Agreement by Subscriber without Cable One's written consent shall be void and shall, at the Cable One's option, constitute a breach hereof by Subscriber. In the event Subscriber is a business entity and ceases to do business at the Premises, Subscriber shall return to Cable One all Cable One-owned equipment installed at the Premises; such cessation shall not; however, reduce Subscriber's payment obligations hereunder unless Cable One otherwise agrees in writing. This Agreement shall be fully assignable by Cable One. Subject to the foregoing, this Agreement shall be binding upon and shall insure to benefit of the parties and their respective successors, representatives and assigns.

SECTION 12: TERMINATION BY CABLE ONE

If Subscriber fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Cable One, or if Subscriber becomes insolvent or bankrupt, Cable One, in addition to all other rights it may have under law or its Agreement, shall have the right (i) to cease providing services to Subscriber, and (ii) immediately to enter the Premises and take possession of all Cable One-owned equipment without liability to Subscriber therefore and without relieving Subscriber of its obligations under this Agreement. Subscriber shall reimburse Cable One for all costs and expenses, including reasonable attorney's fees and court costs, incurred in connection with Cable One's exercise of its rights under this Agreement.

Cable One may, in its sole discretion, immediately terminate this Agreement in the event that it is unable to provide service due to any law, rule, regulation, Force Majeure event, or judgment of any court or government agency. In the event Cable One is declared to be a common carrier by a law, rule, regulation, or judgment of any court or government agency, Cable One may terminate this Agreement.

SECTION 13: TERMINATION BY SUBSCRIBER

If Cable One fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Subscriber, or if Cable One becomes insolvent or bankrupt, Subscriber, in addition to all other rights it may have under law or its Agreement, shall have the right to terminate this Agreement without penalty and will only be responsible for any fees it incurs prior to cessation of service. If Subscriber exercises its termination right, Cable One shall remove all Cable One-owned equipment without cost or fee to Subscriber.

SECTION 14: DATA SERVICE AND EQUIPMENT ARE PROVIDED "AS IS"

(a) CABLE ONE'S DATA SERVICE AND EQUIPMENT ARE PROVIDED "AS IS", "AS AVAILABLE" WITHOUTWARRANTIES OR CONDITIONS OF ANY KIND. CABLE ONE DOES NOT WARRANT THAT SUBSCRIBER'S USE OF THE DATA SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, BUG-FREE OR VIRUS-FREE. IN ADDITION, CABLE ONE DOES NOT WARRANT THAT ANY DATA OR FILES SENT BY OR TO SUBSCRIBER WILL BE TRANSMITTED IN A SECURE OR UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME. IN THE EVENT THAT SUBSCRIBER'S BUSINESS REQUIRES CONTINUOUS AND UNINTERRUPTED SERVICE, SUBSCRIBER MAY WISH TO OBTAIN A SECONDARY SERVICE FROM AN ALTERNATE PROVIDER. ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED ARE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, HEREBY EXCLUDED.

SECTION 15: PUBLIC RECORDS

Cable One acknowledges that the Subscriber is a public entity, and as such, is subject to state and federal laws regarding disclosure of public documents. Prior to disclosure, Subscriber will notify Cable One immediately regarding any record request seeking Cable One documents.

SECTION 18: MISCELLANEOUS:

a. This Agreement is governed by the laws of the State of Mississippi. Subscriber and Cable One hereby consent to the exclusive jurisdiction and venue of courts in Jackson County, MS in all disputes arising out of or relating to this Agreement and/or use of the Data Service and/or Cable One-owned equipment.
b. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, conversations, representations, promises of warranties (express or implied) whether verbal or written. No modification of this Agreement shall be valid unless made in writing and signed by both parties.
c. The waiver of a breach of any provision of this Agreement shall not be construed as waiver of any subsequent breach of the same or a different provision of this Agreement.
d. If any clause or provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, then, and in the event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

As indicated by the signature below, party agrees to and accept the terms of this Agreement as of the day and year stated above.

SUBSCRIBER:

By:

Printed Name: **Paula Yancey**

Title: **City Manager**

Address: **3330 HWY 90**
Gautier, MS 39553

Phone: **(228) 497-8000**

Councilwoman Martin made the motion to recess until April 17, 2018 at 6:30 P.M. **Councilman Jackson** seconded the motion and the vote carried unanimously.

APPROVED BY:

____
MAYOR

ATTEST:

____
CITY CLERK

Submitted for approval by the Mayor and Members of the Council of the City of Gautier, Mississippi at the meeting of April 17, 2018.