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

I. Call to Order

1. **Prayer**

2. **Pledge of Allegiance**

II. Agenda Order Approval

III. Announcements

1. **Veterans Day Laying of the Wreath Ceremony, November 10th at 11:00 AM (Veterans Tribute Tower)**

2. **Office Closed Monday, November 12th in observance of Veterans Day**

3. **Office closed Thursday, November 22nd and Friday, November 23rd in observance of Thanksgiving Day.**

4. **Lights & Lagniappe on the Bayou, December 1st at 3:00 P.M.**

5. **Elf on the Bayou Contest starts November 2nd**

IV. Presentation Agenda

V. Business Agenda

1. **Approval of a option to purchase real estate agreement between the City of Gautier and Mississippi Coast Sports Pavilion, LLC.**

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

2. **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 October 16, 2018.**

2. **Authorization to declare a Harley Davidson Electra Glide Motorcycle as surplus and remove from inventory and insurance**

3. **Resolution removing office equipment from Police Department inventory and declaring the equipment surplus**

4. **Authorization to accept a proposal from Grand View Security, LLC for Shepard State Park**

5. **Authorize the execution of Grant Application Documents for Sewer Improvements**

6. **Authorization to accept a Bulletproof Vest Partnership grant from the U.S. Department of Justice**

7. **Approval of a Right of Entry Agreement between the City of Gautier and Mississippi Power Company**

8. **Receive September 2018 Finance Report**

9. **Approval of an Interlocal Agreement between the City of Gautier and Jackson County Board of Supervisors**

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 November 20, 2018 @ 6:30 PM
www.gautier-ms.gov

CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
November 6, 2018

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. **Veterans Day Laying of the Wreath Ceremony, November 10th at 11:00 AM (Veterans Tribute Tower)**

2. **Offices closed Monday, November 12th in observance of Veterans Day**

3. **Offices closed Thursday, November 22nd and Friday, November 23rd in observance of Thanksgiving Day**

4. **Lights and Lagniappe on the Bayou, Saturday December 1st at 3:00 PM**

5. **Elf on the Bayou Contest starts on November 2nd**

NOTES:

Veterans Day

Laying of the Wreath Ceremony

Please join us to honor our veterans and those men and women currently serving in the military.

Hosted by

American Legion Post 1992 Family & The City of Gautier

November 10, 2018 ~ 11:00 A.M.

Veterans Tribute Tower

3330 Hwy 90 Gautier, Mississippi

For more information contact
American Legion Post 1992 Family
228-497-6422

STATE OF MISSISSIPPI

Office of the Governor

PROCLAMATION

WHEREAS, under the provisions of Miss. Code Ann. Section 3-3-7(1), Veteran's Day is declared a legal holiday in the State of Mississippi; and

WHEREAS, Veteran's Day annually falls on November 11, which is on Sunday this year; and

WHEREAS, Section 3-3-7(1) declares that in the event Veteran's day shall fall on Sunday, then the next following day shall be a legal holiday:

NOW, THEREFORE, I, Phil Bryant, Governor of the State of Mississippi, pursuant to the authority vested in me under the Constitution and laws of the State of Mississippi, do hereby make known that offices of the State of Mississippi shall be closed on Monday November 12, 2018, in further observance of Veteran's Day.

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

DONE at the Capitol, in the City of Jackson, this the 20th day of September, in the year of our Lord two thousand and eighteen, and in the two hundred and forty-third year of the Independence of the United States of America.

PHIL BRYANT
GOVERNOR

BY THE GOVERNOR

C. DELBERT HOSEMANN, JR.
SECRETARY OF STATE

STATE OF MISSISSIPPI

Office of the Governor

PROCLAMATION

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

WHEREAS, during the Thanksgiving holiday and Christmas and New Year's season, many state employees will spend time with their families in Mississippi and in other states:

NOW, THEREFORE, I, Phil Bryant, Governor of the State of Mississippi, pursuant to the authority vested in me under the Constitution of the State of Mississippi and applicable statutes of the State of Mississippi, do hereby authorize the closing of all offices of the State of Mississippi on Thursday, November 22, 2018, in observance of THANKSGIVING DAY; on Tuesday, December 25, 2018, in observance of CHRISTMAS DAY; and on Tuesday, January 1, 2019, in observance of NEW YEAR'S DAY.

IN ADDITION, I hereby authorize the executive officers of all state agencies, in their discretion after considering the interests of the people of the State of Mississippi and the staffing needs of their respective agencies, to close all offices of the State of Mississippi on Friday, November 23, 2018, in further observance of the Thanksgiving holiday; on Monday, December 24, 2018, in further observance of Christmas; and on Monday, December 31, 2018, in further observance of the New Year; and to staff their respective agencies as needed during the Thanksgiving holiday and Christmas and New Year's season.

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

DONE in the City of Jackson, on the 16th day of October in the year of our Lord, two thousand and eighteen, and of the Independence of the United States of America, the two hundred and forty-third.

PHIL BRYANT
GOVERNOR

BY THE GOVERNOR

C. DELBERT HOSEMANN, JR.
SECRETARY OF STATE

Elf on the Bayou Contest

Join us on Facebook for some holiday fun!

Stay tuned to see what the Elf on the Bayou is up to in the City of Gautier!

GAUTIER
MISSISSIPPI
Nature's Playground

November 2nd – December 1st

Elf on the Bayou will make surprise appearances throughout the City of Gautier and will post pictures on the City of Gautier's Recreation & Community Events, Gautier Events, and the City of Gautier's Facebook pages. Check our pages daily to see if he made a guest appearance. Make sure to note the picture location and date.

December 1st

Gautier City Hall

The Elf's locations and dates must be submitted on December 1st between the hours of 3pm-4pm at Lights and Lagniappe on the Bayou. Correct submittals will be entered into a drawing for a $100 Walmart gift card. Winner of the contest will be drawn and announced during the Annual Tree Lighting Ceremony at 5pm. Name and phone number must be on entry .

WINNER MUST BE PRESENT TO WIN!

Make sure to enter for your chance to win a $100 Walmart gift card.

CITY OF GAUTIER, MISSISSIPPI
PRESENTATION AGENDA
November 6, 2018

ITEM DESCRIPTION:

PRESENTATION AGENDA

None

NOTES:

CITY OF GAUTIER
Business Agenda Item #1
Fact Sheet

Council Meeting:	**November 6, 2018**
Title:	**Approval of an Option to Purchase Real Estate Agreement between the City of Gautier and Mississippi Coast Sports Pavilion, LLC.**
Introduced by:	
Contact Person/Telephone	**City Manager 497-8000 ext. 306**

Summary Explanation: Approval of an Option to Purchase Real Estate Agreement between the City of Gautier and Mississippi Coast Sports Pavilion, LLC.

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract/Agreement	☒
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	**City Manager**

Staff Recommendation:
Approval

Motion Made by:													
Torjusen	☐	**Martin**	☐	**George**	☐	**Jackson**	☐	**Vaughan**	☐	**Anderson**	☐	**Colledge**	☐

Second Made by:													
Torjusen	☐	**Martin**	☐	**George**	☐	**Jackson**	☐	**Vaughan**	☐	**Anderson**	☐	**Colledge**	☐

Voted as follows:		**Ayes**	**Nays**	**Abstained**	**Absent**
Mayor	**Torjusen**	☐	☐	☐	☐
At Large	**Martin**	☐	☐	☐	☐
Ward 1	**George**	☐	☐	☐	☐
Ward 2	**Jackson**	☐	☐	☐	☐
Ward 3	**Vaughan**	☐	☐	☐	☐
Ward 4	**Anderson**	☐	☐	☐	☐
Ward 5	**Colledge**	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2018

WHEREAS, the Mississippi Coast Sports Pavilion, LLC desires to sell and the City of Gautier desires an option to purchase, all right, title and interest of Mississippi Coast Sports Pavilion, LLC. in and to real property located in the City of Gautier, County of Jackson, State of Mississippi, more particularly described in the attached agreement; and

WHEREAS, the City of Gautier desires to execute this option to purchase in order to evaluate whether such a purchase would be in the best interests of the City; and

NOW THEREFORE, IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Option to Purchase Real Estate Agreement between the City of Gautier and Mississippi Coast Sports Pavilion, LLC is hereby authorized and approved.

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

Motion was made by **BLANK** seconded by **BLANK** and the following vote was recorded:

AYES:

NAYS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 6, 2018.

CITY OF GAUTIER
MEMORANDUM

To: City Council
From: Paula Yancey, City Manager
Date: November 6, 2018
Subject: Approve the Option to Purchase the Real Estate Agreement for the Mississippi Coast Sports Pavilion

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REQUEST:
The City Manager requests the City Council to approve the option to purchase the Mississippi Coast Sports Pavilion located in the City of Gautier.

BACKGROUND:
The Owners of the Mississippi Coast Sport Pavilion grants the City of Gautier the exclusive and irrevocable right and option to purchase the property upon the terms and conditions set forth in the contract.

DISCUSSION:
Should the City exercise this option to purchase, the price will be $125,000. The seller agrees to pay for legal expenses, standard owner's title insurance, and half of all closing costs.

RECOMMENDATION:
The City Manager recommends the City Council approve the option to purchase the Mississippi Coast Sports Pavilion.

The City Council May:
1. Approve the option to purchase the Mississippi Coast Sports Pavilion; or
2. Not Approve the option to purchase the Mississippi Coast Sports Pavilion.

Attachments:
1. Option to Purchase Real Estate Agreement
2. Warranty Deed

OPTION TO PURCHASE REAL ESTATE AGREEMENT

THIS OPTION TO PURCHASE REAL ESTATE AGREEMENT (hereinafter, "the Agreement") is made this ___st day of November, 2018 (hereinafter, "the Effective Date"), by and between the City of Gautier, Mississippi, whose address is 3330 HWY 90, Gautier, Mississippi (hereinafter, "the City"), and Mississippi Coast Sports Pavilion, LLC ("Optioner").

WHEREAS, the Optioner desires to sell and City desires an option to purchase, all right, title and interest of Optioner in and to real property located in the City of Gautier, County of Jackson, State of Mississippi, more particularly described on the attached deed, marked as "Exhibit A" (hereinafter, "the Property").

NOW THEREFORE, Optioner, for and in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, hereby grants unto the City the option to purchase the Property on the terms hereinafter set forth.

TERMS

1. Grant of Option

The Optioner does hereby convey and grant unto the City, and the City hereby accepts from Optioner, the exclusive and irrevocable right and option (hereinafter, "the Option") to purchase the Property upon the terms and conditions set forth herein.

2. Purchase Price

Should the City and/or its assignee exercise the Option, the purchase price shall be one hundred twenty-five thousand dollars ($125,000.00).

3. Consideration for Option

In consideration for the Option granted herein, the City and/or its assignee agrees to commission and pay for an appraisal of the property, which will be made available to the Optioner immediately upon completion, and regardless of whether the purchase of the property is consummated.

4. Term of Option

The City and/or its assignee shall have the right to exercise the Option at any time on or after the Effective Date of this Agreement for a period of 180 days (hereinafter, "the Option Period"). It is hereby acknowledged and agreed that the Option hereby granted constitutes a present and absolute grant of the Option as of the date of this Agreement. The City and/or its assignee shall be granted

an additional 30 days extension of the Option if such a request is made within the Option Period.

5. **Exercise of Option**

The City and/or its assignee shall exercise the Option by delivering written notice via certified mail to Natalie Colle, a member of Mississippi Coast Sports Pavilion, LLC. The Option is considered exercised as of the date the written notice is postmarked. If the Option is exercised within the Option Period, closing shall occur within 3 months of the date the Option is exercised. Nothing in this agreement shall be interpreted to require or obligate the City and/or its assigns to exercise the Option or purchase the Property.

6. **Closing Costs**

If the Option is exercised, Optioner agrees to pay for its legal expenses, standard owner's title insurance, and one half of all closing costs.

7. **Additional Covenants and Representations of Optioner**

Optioner is a Mississippi limited liability company, whose members have vested the undersigned with full authority to enter this Agreement. Consent of third parties is not required in connection with Optioner's execution of this Agreement, or with performance of the obligations contained herein. This Agreement constitutes the authorized, valid and legally binding obligations of Optioner enforceable in accordance with these terms.

The execution and delivery of this Agreement will not result in a breach of any of the terms or provisions of, or constitute a default under any agreement of Optioner or its Members, or any instrument to which Optioner or its Members is a party or by which Optioner is bound.

Optioner has and shall at all times maintain good and marketable fee simple title to the Property. There are no actions, suits or proceedings pending, or to the knowledge of Optioner, threatened against or affecting Optioner or the Property before any court or governmental body or agency which has the potential to have a material adverse effect on Optioner's ability to perform its obligations herein.

8. **Assignment**

The City reserves the right to assign or transfer the Option to any third party, individual or entity at any time during the Option Period, with or without notice to the Optioner. Optioner specifically waives any objections it may have to such an assignment, and hereby agrees to any such potential future assignment. Upon any such assignment, the assignee shall have all the rights and obligations of the City, and the City shall thereupon, automatically and without execution of further instruments or documents, be relieved and released of and from all obligations hereunder. Any assignment or transfer of this Option by the City does not relieve the Optioner from any obligation

or term herein.

9. **Indemnity**

Optioner shall indemnify, defend and hold harmless the City and drafting attorney from and against any and all suits, claims, causes of action, damages and costs (including attorneys fees and costs) arising out of any alleged breach of this Agreement by Optioner and/or any assignee, including, without limitation, any breach of any covenant, representation or warranty.

10. **No Partnership or Joint Venture**

Nothing in this Agreement, nor any act of either party pursuant hereto shall be deemed to constitute the parties as partners or joint venturers with regard to the Property, and neither party shall hold itself out as being the partner or joint venturer of or with the other party.

11. **Governing Law**

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

WITNESS THE EXECUTION of this instrument on the date first hereinabove recited for the effective date of November, 2018.

MISSISSIPPI COAST SPORTS PAVILION, LLC

BY:_____
NATALIE COLLE, Member

BY:_____
WILLIAM TROUTMAN, Member

BY:_____
ANGELA TROUTMAN, Member

THE CITY OF GAUTIER

BY: _____
PAULA YANCEY, City Manager

STATE OF _____

COUNTY OF _____

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named Natalie Colle, who acknowledged to me that she, as a duly authorized member of Mississippi Coast Sports Pavilion, LLC, has the authority to bind Mississippi Coast Sports Pavilion, LLC as owner of the above-described property, and in such capacity signed, sealed, delivered, and executed the above and foregoing instrument on the date therein as the act and deed of Mississippi Coast Sports Pavilion, LLC, after first having been duly authorized by said entity, so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the ____ day of _____, A.D., 2018.

_____

NOTARY PUBLIC

My Commission Expires:_____

STATE OF _____

COUNTY OF _____

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named William Troutman, who acknowledged to me that he, as a duly authorized member and manager of Mississippi Coast Sports Pavilion, LLC, has the authority to bind Mississippi Coast Sports Pavilion, LLC as owner of the above-described property, and in such capacity signed, sealed, delivered, and executed the above and foregoing instrument on the date therein as the act and deed of Mississippi Coast Sports Pavilion, LLC, after first having been duly authorized by said entity, so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the ____ day of _____, A.D., 2018.

_____

NOTARY PUBLIC

My Commission Expires:_____

STATE OF _____

COUNTY OF _____

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named Angela Troutman, who acknowledged to me that she, as a duly authorized member and manager of Mississippi Coast Sports Pavilion, LLC, has the authority to bind Mississippi Coast Sports Pavilion, LLC as owner of the above-described property, and in such capacity signed, sealed, delivered, and executed the above and foregoing instrument on the date therein as the act and deed of Mississippi Coast Sports Pavilion, LLC, after first having been duly authorized by said entity, so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the ____ day of _____, A.D., 2018.

_____

NOTARY PUBLIC

My Commission Expires:_____

STATE OF _____

COUNTY OF _____

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named Paula Yancey, who acknowledged to me that she is the City Manager of the City of Gautier, and in such capacity signed, sealed, delivered, and executed the above and foregoing instrument on the date therein as the act and deed of the City of Gautier, after first having been duly authorized by said municipality, so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the ____ day of _____, A.D., 2018.

_____

NOTARY PUBLIC

My Commission Expires:_____

201004815 3 PGS

OFFICIAL RECORDS JACKSON COUNTY
Terry Miller
CHANCERY CLERK
RECORDING FEE: $12.00
#201004815 BK:1604 PG:289-291
03/23/2010 04:25 PM 3 PGS
STEER,DC Rcpt#003892

Prepared by and Return to:
Patricia A. Wallace, Attorney at Law
1126 Jackson Avenue, Suite 102
Pascagoula, MS 39567
Telephone: (228)769-9088
Bar # 6906

Indexing: 35-7-7

STATE OF MISSISSIPPI
COUNTY OF JACKSON

WARRANTY DEED

FOR AND IN CONSIDERATION of the price and sum of TEN AND NO/100 DOLLARS ($10.00), cash in hand paid and other good and valuable consideration, the receipt of all of which is hereby acknowledged, We

TALLEY PROPERTIES, LLC, a Mississippi Limited Liability Company

1711 Prospect Avenue, Pascagoula, Mississippi 39567, (228) 762-0754

do hereby sell, convey and warrant unto

MISSISSIPPI COAST SPORTS PAVILION, LLC, a Mississippi Limited Liability Company

PO Box 1942, Gautier, Mississippi 39553 , (228) 388-7441

that certain parcel of land situated in Jackson County, Mississippi, being more particularly described as follows, to-wit:

PARCEL 1:

A parcel of land measuring 200 feet East-West by 150' North-South, said parcel being situated South of US Highway 90 in Section 35, Township 7 South, Range 7 West, Jackson County, Mississippi, being more particularly described as follows:

Commencing at the Southeast Corner of Section 35, Township 7 South, Range 7 West, Jackson County, Mississippi; thence run North 00 degrees 02 minutes 00 seconds East 2356.48 feet to the South right-of-way of US Highway 90; thence run North 79 degrees 57 minutes 35 seconds West 2460.55 feet along said right-of-way of US Highway 90; thence run South 10 degrees 02 minutes 25 seconds West 250.00 feet to the Point of Beginning; thence continue South 10 degrees 02 minutes 25

seconds West 150.00 feet; thence run North 79 degrees 57 minutes 35 seconds West 200 feet; thence run North 10 degrees 02 minutes 25 seconds East 150.00 feet; thence run South 79 degrees 57 minutes 35 seconds East 200.00 feet back to the Point of Beginning.

ALSO:

A right-of-way easement for ingress and egress, said parcel being situated on the South side of US Highway 90 in Section 35, Township 7 South, Range 7 West, Jackson County, Mississippi, being more particularly described as follows:

Commencing at the Southeast corner of Section 35, Township 7 South, Range 7 West, Jackson County, Mississippi; thence run North 00 degrees 02 minutes 00 seconds East 2356.48 feet to the South right-of-way of US Highway 90; thence run North 79 degrees 57 minutes 35 seconds West 2633.25 feet along said right-of-way to a concrete driveway and the Point of Beginning; thence run South 10 degrees 18 minutes 04 seconds West 235.00 feet; thence run South 34 degrees 41 minutes 56 seconds East 7.07 feet; thence run South 10 degrees 18 minutes 04 seconds West 10.00 feet; thence run North 79 degrees 57 minutes 35 seconds West 30.00 feet; thence run North 10 degrees 18 minutes 04 seconds East 10.00 feet; thence run North 55 degrees 18 minutes 04 seconds East 7.07 feet; thence run North 10 degrees 18 minutes 04 seconds East 235.00 feet to the South right-of-way of US Highway 90; thence run South 79 degrees 57 minutes 35 seconds East 20.00 feet along said South right-of-way back to the Point of Beginning.

ALSO:

A sign easement being situated on the South side of US Highway 90 in Section 35, Township 7 South, Range 7 West, Jackson County, Mississippi, being more particularly described as follows:

Commencing at the Southeast corner of Section 35, Township 7 South, Range 7 West, Jackson County, Mississippi; thence run North 00 degrees 02 minutes 00 seconds East 2356.48 feet to the South right-of-way of US Highway 90; thence run North 79 degrees 57 minutes 35 seconds West 2653.25 feet along said right-of-way to the Point of Beginning; thence run South 10 degrees 18 minutes 04 seconds West 20.00 feet; thence run North 79 degrees 57 minutes 35 seconds West 5.00 feet; thence run North 10 degrees 18 minutes 04 seconds East 20.00 feet to the South right-of-way of US Highway 90; thence run South 79 degrees 57 minutes 23 seconds East 5.00 feet along said South right-of-way back to the Point of Beginning.

AND ALSO:

PARCEL 2:

A parcel of land measuring 200 feet East-West by 50 feet North-South, said parcel being situated South of US Highway 90 in Section 35, Township 7 South, Range 7 West, Jackson County, Mississippi, being more particularly described as follows:

Commencing at the Southeast corner of Section 35, Township 7 South, Range 7 West, Jackson County, Mississippi; thence North 00 degrees 02 minutes 00 seconds East 2356.48 feet to the South right-of-way of US Highway 90; thence run North 79 degrees 57 minutes 35 seconds West 2460.55 feet along said right-of-way of US

Highway 90; thence run South 10 degrees 02 minutes 25 seconds West 250.00 feet to the Point of Beginning; thence run North 79 degrees 57 minutes 35 seconds West 200.00 feet; thence run North 10 degrees 02 minutes 25 seconds East 50.00 feet; thence run South 79 degrees 57 minutes 35 seconds East 200.00 feet; thence run South 10 degrees 02 minutes 25 seconds West 50.00 feet back to the Point of Beginning.

Being the same property as conveyed in Deed Book 1414, Page 628, Land Deed Records of Jackson County, Mississippi.

This conveyance is made subject to any and all covenants, easements, restrictions and reservations of record.

WITNESS OUR SIGNATURES, this the 22nd day of March, 2010.

TALLEY PROPERTIES, LLC

Cindy A. Talley

By: CINDY A. TALLEY, manager

Joseph E. Talley

By: JOSEPH E. TALLEY, manager

STATE OF MISSISSIPPI
COUNTY OF JACKSON

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, on this 22nd day of March, 2010, within my jurisdiction, the within named **CINDY A. TALLEY,** who acknowledged that she is **Manager** of **TALLEY PROPERTIES, LLC**, a Mississippi Limited Liability Company, and that for and on behalf of the said company, and as its act and deed she executed the above and foregoing instrument, after first having been duly authorized by said company so to do.

GIVEN under my hand and official seal, this the 22nd day of March, 2010.

Amy E. Gager

Notary Public

My Commission Expires: 7-29-11

AMY E. GAGER NOTARY PUBLIC JACKSON COUNTY, MS

STATE OF MISSISSIPPI
COUNTY OF JACKSON

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, on this 22nd day of March, 2010, within my jurisdiction, the within named **JOSEPH E. TALLEY,** who acknowledged that he is **Manager** of **TALLEY PROPERTIES, LLC**, a Mississippi Limited Liability Company, and that for and on behalf of the said company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said company so to do.

GIVEN under my hand and official seal, this the 22nd day of March, 2010.

Amy E. Gager

Notary Public

My Commission Expires: 7-29-11

AMY E. GAGER NOTARY PUBLIC JACKSON COUNTY, MS

X:\sandy's computer files\My Documents\backup file\client's forms\client closings\ms coast sports pav-talley\warranty deed.wpd

CITY OF GAUTIER
Business Agenda Item #2
Fact Sheet

Council Meeting: November 6, 2018
Title: Approval of Docket of Claims

Introduced by:
Contact Person/Telephone Teresa Montgomery 497-8000

Summary Explanation: Approval of the Docket of Claims.

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract/Agreement	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:													
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐

Second Made by:													
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Torjusen	☐	☐	☐	☐
At Large	Martin	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Vaughan	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Colledge	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2018

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 **BLANK** seconded by **BLANK** and the following vote was recorded:

AYES:

NAYS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 6, 2018.

Docket of Claims
Release date from 11/06/2018 thru 11/06/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CABLE ONE INC	190135	11/06/2018	10/15/2018			92.31	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-699 / OCT 2018 SUBSTN: #107718827			10012018	10/08/2018			92.31
001	ADVANCE AUTO PARTS	190136	11/06/2018	10/15/2018			168.89	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-638 / 64-OZ WASH & WAX (2)			5635	07/30/2018			13.38
	001-100-570 / DUAL FAN ASSM: 2014 DODGE CHG			8113	09/12/2018			155.51
001	AT&T GLOBAL NETWORK SERVS LLC	190139	11/06/2018	10/16/2018			229.64	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-699 / NCIC EQUIPMENT CHARGES			GE71167	10/01/2018			229.64
001	CABLE ONE INC	190140	11/06/2018	10/16/2018			65.19	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-699 / OCT CABLE BOX: #118476316			10012018	10/08/2018			65.19
001	CABLE ONE INC	190141	11/06/2018	10/16/2018			214.11	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-699 / OCT 2018: #107718371			10012018	10/08/2018			214.11
001	DPS CRIME LAB	190142	11/06/2018	10/16/2018			120.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-699 / ANALYTICAL FEES			90072074	10/01/2018			120.00
001	GLOBALSTAR	190156	11/06/2018	10/19/2018			83.29	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-605 / MONTHLY SERVICE			1009799612	10/16/2018			83.29
001	SBM REPORTING LLC	190157	11/06/2018	10/19/2018			175.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-090-698 / 10/04/18 PLANNING MTG			MB926	10/18/2018			175.00
001	C SPIRE WIRELESS	190158	11/06/2018	10/22/2018			555.39	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-605 / POLICE CELLS			0032680896	09/12/2018			555.39
001	DELTA COMPUTER SYSTEMS INC	190159	11/06/2018	10/22/2018			485.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-698 / ACCTG SOFTWARE MAINT			MN132031	10/15/2018			335.00
	001-092-698 / VOTER REG SOFTWARE MAINT			MN132031	10/15/2018			20.00
	001-092-698 / PRIV LICENSE SOFTWARE MAINT			MN132032	10/15/2018			130.00
001	AT&T	190160	11/06/2018	10/22/2018			108.88	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-605 / MONTHLY SERVICE			2284977070	10/14/2018			108.88

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001	AT&T	190161	11/06/2018	10/22/2018			176.22	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-605 / MONTHLY SERVICE			2284972172	10/14/2018			176.22
001	AT&T	190162	11/06/2018	10/22/2018			31.94	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-699 / NCIC TELECOM SERVS			2284970262	10/14/2018			31.94
001	AT&T	190171	11/06/2018	10/23/2018			2,876.02	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-605 / MONTHLY SERVICE			2284978000	10/14/2018			2,876.02
001	PASCAGOULA UTILITIES	190181	11/06/2018	10/26/2018			30.06	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-630 / CENTRAL FIRE STN			106338	10/25/2018			13.73
	001-161-630 / SOUTH FIRE STN			106514	10/25/2018			16.33
001	HICOMP LLC	190186	11/06/2018	10/29/2018			2,753.71	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-698 / 1 YR HW MAINT: S# 4160R			6621	10/15/2018			2,753.71
001	NATIONWIDE	190187	11/06/2018	10/29/2018			779.15	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-625 / MAJOR MEDICAL PLAN: JUSTICE			C-1476631	10/01/2018			779.15
001	MATTHEW LACHAUSEE	190188	11/06/2018	10/29/2018			270.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-010-602 / JUDGE PRO TEM: 10/08/18			3 HRS	10/15/2018			270.00
001	DEREK C MCCOY	190189	11/06/2018	10/29/2018			73.88	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-681 / PER DIEM REIMB: MFIA SEMINAR			10112018	10/15/2018			73.88
001	CHASSITY BILBO	190193	11/06/2018	10/29/2018			465.14	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-681 / PER DIEM REIMB: MRPA CONF			10182018	10/23/2018			105.44
	001-170-681 / MILEAGE REIMB: 660 @ .545			10182018	10/23/2018			359.70
001	SINGING RIVER ELECTRIC COOPERATIVE	190195	11/06/2018	10/29/2018			752.28	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-631 / BROWN FD 95237002			10152018	10/23/2018			282.16
	001-161-631 / MARTIN BLUFF FD 58380001			10162018	10/24/2018			240.66
	001-201-629 / SIGNAL LIGHTS 17546			10162018	10/24/2018			32.27
	001-092-631 / CITY LIMIT SIGN 17546			10162018	10/24/2018			24.40
	001-100-631 / MBLUFF SUB STN 58521002			10162018	10/24/2018			172.79
001	HUB INTERNATIONAL GULF SOUTH	190196	11/06/2018	10/29/2018			479.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-625 / ADD 2001 NAVISTAR INTL			1223884	10/29/2018			479.00

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001	FUELMAN	190197	11/06/2018	10/29/2018			3,481.19	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-525	UNL FUEL	NP54458367	10/15/2018		29.71
001-092-525	UNL FUEL	NP54458367	10/15/2018		38.89
001-100-525	UNL FUEL	NP54458367	10/15/2018		2,694.75
001-161-525	UNL & DSL FUEL	NP54458367	10/15/2018		514.81
001-170-525	UNL FUEL	NP54458367	10/15/2018		149.89
001-205-525	UNL FUEL	NP54458367	10/15/2018		53.14

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	190199	11/06/2018	10/29/2018			8,664.51	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-633	STREET LIGHTING 10054	10182018	10/25/2018		5,217.18
001-201-629	SIGNAL LIGHTS 10054	10182018	10/25/2018		747.40
001-092-631	CITY HALL 10054	10172018	10/25/2018		1,009.74
001-170-631	FRAZIER PARK 10054	10182018	10/25/2018		50.48
001-170-631	SENIOR BLDG 10054	10182018	10/25/2018		643.73
001-170-631	CITY PARK 10054	10182018	10/25/2018		148.97
001-092-631	PUBLIC WORKS 10054	10172018	10/25/2018		335.36
001-092-631	HWY 90 SIGN 10054	10182018	10/25/2018		29.09
001-161-631	CENTRAL FD 10054	10182018	10/25/2018		482.56

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN	190200	11/06/2018	10/29/2018			3,346.35	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-525	UNL FUEL	NP54491782	10/22/2018		53.10
001-092-525	UNL FUEL	NP54491782	10/22/2018		31.54
001-100-525	UNL FUEL	NP54491782	10/22/2018		2,390.12
001-161-525	UNL & DSL FUEL	NP54491782	10/22/2018		548.93
001-170-525	UNL FUEL	NP54491782	10/22/2018		220.41
001-205-525	UNL & DSL FUEL	NP54491782	10/22/2018		102.25

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN	190202	11/06/2018	10/29/2018			3,217.21	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-525	UNL FUEL	NP54531961	10/29/2018		46.25
001-092-525	UNL FUEL	NP54531961	10/29/2018		19.36
001-100-525	UNL FUEL	NP54531961	10/29/2018		2,383.85
001-161-525	UNL & DSL FUEL	NP54531961	10/29/2018		540.51
001-170-525	UNL FUEL	NP54531961	10/29/2018		152.39
001-205-525	UNL FUEL	NP54531961	10/29/2018		74.85

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	190205	11/06/2018	10/29/2018			1,118.91	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-633	DOLPHIN ST 94987002	10182018	10/25/2018		112.08
001-201-633	DOLPHIN ST 94988002	10182018	10/25/2018		91.33
001-201-633	DOLPHIN ST 94989002	10182018	10/25/2018		115.37
001-201-633	DOLPHIN ST 94990002	10182018	10/25/2018		489.57
001-201-633	WM PAYNE 100244001	10182018	10/25/2018		101.21
001-201-633	WM PAYNE 100245001	10182018	10/25/2018		209.35

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	190207	11/06/2018	10/29/2018			2,505.77	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-631	POLICE STATION 66298004	10172018	10/25/2018		1,630.95
001-201-629	SIGNAL LIGHT 89113001	10182018	10/25/2018		57.01
001-170-631	CITY PARK RESTRMS 89912001	10182018	10/25/2018		401.77
001-201-633	STREET LIGHTS 90345002	10182018	10/25/2018		174.82
001-092-631	RECORDS BLDG 90790001	10172018	10/25/2018		201.26
001-170-631	FRAZIER RESTRMS 98546001	10182018	10/25/2018		39.96

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	190209	11/06/2018	10/29/2018			1,526.72	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-631	SOUTH FD 76008001	10202018	10/26/2018		285.74
001-170-631	BACOT PARK 10137	10202018	10/26/2018		1,092.31
001-201-629	SIGNAL LIGHTS 10138	10202018	10/26/2018		125.07
001-170-631	BACOT SPLASHPAD 103751001	10202018	10/26/2018		23.60

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MSC 7511	190211	11/06/2018	10/29/2018			6,198.24	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-698	FFO200-01 RENTAL FEE	INV2726000	10/08/2018		470.88
001-092-698	MPC80003SP USAGE:B/W	INV2726000	10/08/2018		104.98
001-092-698	MPC80003SP USAGE:COLOR	INV2726000	10/08/2018		3,452.95
001-090-698	C4502 USAGE:B/W	INV2726000	10/08/2018		342.31
001-090-698	C4502 USAGE:COLOR	INV2726000	10/08/2018		1,827.12

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MSC 7511	190212	11/06/2018	10/29/2018			153.28	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-699	FNK100-01 RENTAL FEE	INV2742094	10/17/2018		152.15
001-100-699	MPC2504EX USAGE:B/W	INV2742094	10/17/2018		1.13

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CABLE ONE INC	190237	11/06/2018	10/31/2018			92.31	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-698	NOV 2018: CFD #122024086	10162018	10/23/2018		92.31

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CABLE ONE INC	190239	11/06/2018	10/31/2018			92.31	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-698	NOV 2018: NFD #122024383	10162018	10/23/2018		92.31

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CABLE ONE INC	190240	11/06/2018	10/31/2018			92.31	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-698	NOV 2018: SFD #122025091	10162018	10/23/2018		92.31

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FOSTERS A/C & HEATING INC	190242	11/06/2018	10/31/2018			76.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-635	SERVICE CALL: PLANNING	W1039106	10/19/2018		76.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STUART C IRBY CO INC	190247	11/06/2018	10/31/2018			10,719.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-702	BREAKAWAY COUP MTN PLATE (40)	S010917995	10/25/2018	181168	3,920.00
001-170-702	BANNER ARM (40)	S010917995	10/25/2018	181168	4,360.00
001-170-702	REMV BALL CAP FINIAL (3)	S010917995	10/25/2018	181168	2,320.00

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001	STUART C IRBY CO INC	190247	11/06/2018	10/31/2018			10,719.00	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-702	SHIPPING		S010917995	10/25/2018	181168		119.00
001	REYNOLDS WHOLESALE CO	190248	11/06/2018	10/31/2018			643.89	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-559	CS 100CT 33X39 CAN LINER		60995	10/11/2018	190058		21.95
	001-170-559	CS 100CT 38X58 CAN LINER (4)		60995	10/11/2018	190058		131.80
	001-170-559	CS 12/8 BROWN TOWEL (2)		60995	10/11/2018	190058		47.90
	001-170-559	CS 12CT JUMBO JR TISSUE (3)		60995	10/11/2018	190058		76.50
	001-170-559	CS 6/1GAL VB BLEACH (2)		60995	10/11/2018	190058		25.00
	001-170-559	CS 4/1GAL ODO BAN		60995	10/11/2018	190058		51.80
	001-170-559	TRIGGER SPRAY BOTTLES (6)		60995	10/11/2018	190058		8.94
	001-170-513	260CT TOOTSIE ROLLS (15)		61041	10/15/2018	190070		78.75
	001-161-596	360CT TOOTSIE ROLLS (18)		61228	10/30/2018	190115		94.50
	001-161-596	60CT BAG GUMMI CANDY (5)		61228	10/30/2018	190115		27.00
	001-161-596	240CT MARS MINI MIX (5)		61228	10/30/2018	190115		79.75
001	ACTION PRINTING CENTER INC	190250	11/06/2018	10/31/2018			71.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-559	BUSINESS CARD (500): VAUGHAN		94990	10/05/2018	181061		71.50
001	INTERNATIONAL PERSONNEL MANAGEMENT ASSOC	190251	11/06/2018	10/31/2018			175.31	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-022-660	FF-EL 102 TEST (7)		40878MOX2X	10/15/2018	190069		83.16
	001-022-660	ADMIN FEE		40878MOX2X	10/15/2018	190069		92.15
001	MS FIRE ACADEMY	190252	11/06/2018	10/31/2018			80.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	CPAT EXAM: DUBUISSON, D		26866	10/25/2018	181234		40.00
	001-161-681	CPAT EXAM: HEDMAN, D		26866	10/25/2018			40.00
001	KATHYS FRAME WORKS	190253	11/06/2018	10/31/2018			219.18	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-601	FRAME & MAT(3):CRUISIN POSTER		36950	10/12/2015	190027		219.18
001	GULF COAST BUSINESS SUPPLY CO	190254	11/06/2018	10/31/2018			60.41	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-500	10/BX SB REPORT COVER (2)		176027	09/28/2018	181250		19.38
	001-161-500	10/PK CORRECTION TAPE		176027	09/28/2018	181250		7.71
	001-161-500	10/PK JUMBO PAPER CLIPS		176027	09/28/2018	181250		7.17
	001-161-500	24/PK ASRT COLOR BINDER CLIP		176027	09/28/2018	181250		5.59
	001-161-500	DESKTOP CALENDAR REFILL 2018		176027	09/28/2018	181250		6.39
	001-161-500	DESK PAD CALENDAR 1 YEAR		176027	09/28/2018	181250		11.12
	001-161-500	12/PK POST-IT		176027	09/28/2018	181250		3.05
	001-161-500	CDT RTN:CALENDAR REFILL 2018		10122018	10/10/2018	181250		-6.39
	001-161-500	DESKTOP CALENDAR REFILL 2019		176282	10/02/2018	181250		6.39
001	INT ASSN OF ARSON INVESTIGATORS INC.	190255	11/06/2018	10/31/2018			125.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-682	ANNUAL DUES: MCCOY, DEREK		2032	08/06/2018	190079		100.00
	001-161-682	MISSISSIPPI ACTIVE 1 YEAR		2032	08/06/2018	190079		25.00

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001	GULF SALES AND SUPPLY INC	190256	11/06/2018	10/31/2018			223.92	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	96/BX AA BATTERY (192)		478842	10/16/2018	190065		124.80
	001-100-559	96/BX AAA BATTERY (96)		478842	10/16/2018	190065		69.12
	001-100-559	72/BX 9V BATTERY (30)		478842	10/16/2018	190065		30.00
001	LAWRENCE PRINTING COMPANY INC	190257	11/06/2018	10/31/2018			441.02	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-559	RMS MINUTE BOOK PAPER (2)		31880	10/08/2018	190006		220.00
	001-040-559	SHIPPING		31880	10/08/2018	190006		9.03
	001-040-559	MINUTE BOOKS #44 & #45 (2)		32271	10/22/2018	190006		196.00
	001-040-559	SHIPPING		32271	10/22/2018	190006		15.99
001	PRECISION DELTA CORPORATION	190258	11/06/2018	10/31/2018			3,471.55	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	.223 55GR S BALLIS 20/CS (30)		12997	10/08/2018	190016		457.20
	001-100-559	40 S&W 165GR FMJ 500/CS (12)		13022	10/10/2018	190016		1,269.60
	001-100-559	.223 REM 55GR FMJ 1000/CS (2)		13022	10/10/2018	190016		630.00
	001-100-559	40 S&W 180GR JHP 500/CS (7)		13129	10/23/2018	190016		1,114.75
001	CUSTOM PRODUCTS CORPORATION	190261	11/06/2018	10/31/2018			273.52	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-565	ASSTD STREET SIGNS (8)		310944	10/09/2018	181258		245.52
	001-201-565	FREIGHT		310944	10/09/2018	181258		28.00
001	SOUTHERN PIPE & SUPPLY	190262	11/06/2018	10/31/2018			30.22	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-634	UNION BALL VALVE		2386965-00	10/15/2018	190039		22.62
	001-170-634	MALE ADAPTER (2): SPLASH PAD		2386965-00	10/15/2018	190039		7.60
001	GOODYEAR AUTO CENTER	190263	11/06/2018	10/31/2018			1,101.28	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	P235/55R17 EAG RS-A		205151	10/19/2018	190075		476.00
	001-100-638	MOUNT/BALANCE		205151	10/19/2018	190075		52.00
	001-100-638	WASTE TIRE FEE: U #46		205151	10/19/2018	190057		4.00
	001-100-638	P225/60R18 EAG RS-A		205251	10/23/2018			513.28
	001-100-638	MOUNT/BALANCE		205251	10/23/2018			52.00
	001-100-638	WASTE TIRE FEE: U #54		205251	10/23/2018			4.00
001	SECURE NETWORKS LLC	190267	11/06/2018	10/31/2018			9,521.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-704	DELL POWEREDGE T330 MS SERVER		3610	10/22/2018	190048		5,532.00
	001-092-704	SHIPPING		3610	10/22/2018	190048		25.00
	001-092-704	BARRACUDA BACKUP 200 SERIES		3611	10/22/2018	190032		1,771.00
	001-092-704	1 YEAR MAINTENANCE/HARDWARE		3611	10/22/2018	190032		667.00
	001-092-704	1 YEAR UNLIMITED CLOUD STG		3611	10/22/2018	190032		834.00
	001-092-704	SHIPPING		3611	10/22/2018	190032		25.00
	001-161-500	DELL OPTIPLEX 3060: MCCOY,D		3613	10/29/2018	190100		667.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	190268	11/06/2018	10/31/2018			1,481.35	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-596	WOOD FILE CABINET	3392800850	10/09/2018	181257	199.99
001-170-596	LAMINATOR POUCH	3391479475	09/29/2018	181257	40.03
001-170-596	100/PK LAMINATOR SHEETS	3391479475	09/29/2018	181257	22.18
001-021-500	1000CT PAPER CLIPS	3392800851	10/09/2018	190041	1.56
001-021-500	4PK HP 952XL/952 HYBLK/STDCLR	3392800851	10/09/2018	190041	105.99
001-021-500	DZ PERF LETTER PADS	3392800851	10/09/2018	190041	4.32
001-021-500	12PK 5X8 PERF PAD	3392800851	10/09/2018	190041	2.99
001-021-500	250 BX LETTER FILE FOLDERS	3392800851	10/09/2018	190041	15.75
001-021-500	20PK BANKERS BOX	3392800851	10/09/2018	190041	55.79
001-021-500	DZ PILOT G2 RETRACTABLE PENS	3392800851	10/09/2018	190041	10.99
001-021-500	DZ PAPER MATE BP BLK PENS	3392800851	10/09/2018	190041	10.91
001-021-500	2019 CALENDAR DESK PAD 22X17	3392800851	10/09/2018	190041	4.89
001-021-500	SBG 3X2 DRY ERASE BOARD	3392800851	10/09/2018	190041	19.55
001-021-500	DZ PAPER MATE BP BLUE PENS	3392800852	10/09/2018	190041	10.91
001-021-500	2019 WEEKLY PLANNER BLU (2)	3392939269	10/11/2018	190041	46.98
001-090-500	3PK SHARPIE HIGHLIGHTER (3)	3392939270	10/11/2018	190064	20.37
001-090-500	144CT MED BINDER CLIPS (2)	3392939271	10/11/2018	190064	9.92
001-090-500	12CT LG BINDER CLIPS (2)	3392939271	10/11/2018	190064	1.90
001-090-500	1-LB #19 RUBBERBANDS	3392939271	10/11/2018	190064	1.73
001-090-500	1-LB #13 RUBBERBANDS	3392939271	10/11/2018	190064	1.73
001-090-500	DZ SHARPIE FINE POINT	3392939271	10/11/2018	190064	5.48
001-090-500	100BX CLASP BRW ENVELOPE 9X12	3392939271	10/11/2018	190064	6.23
001-090-500	3000PK AVERY LABELS	3392939271	10/11/2018	190064	21.74
001-090-500	DZ BIC ATLANTIS RET (2)	3392939271	10/11/2018	190064	15.92
001-090-500	17X11 DESK PAD (5)	3392939271	10/11/2018	190064	27.20
001-090-500	HP 305A BLACK TONER CARTRIDGE	3392939271	10/11/2018	190064	71.66
001-090-500	3PK HP 305A C/M/Y COLOR TONER	3392939271	10/11/2018	190064	323.99
001-090-500	12PK MUTICOLOR 3-TAB FILE FOLD	3392939271	10/11/2018	190064	5.99
001-010-500	#332849 HP05A TONER 2PK	3392800853	10/09/2018	190040	143.08
001-010-500	#585456 BROTHER TN 350 TONER	3392800853	10/09/2018	190040	60.11
001-010-500	#135848 CASE PAPER	3392800853	10/09/2018	190040	38.95
001-010-500	#DUR015501 AA BATTERY (36)	3392800853	10/09/2018	190040	18.19
001-010-500	#24319029 WALL CALENDAR (2)	3392800853	10/09/2018	190040	16.22
001-010-500	#429174 PILOT BK (12)	3392800853	10/09/2018	190040	32.97
001-010-500	#424576 PILOT RD (12)	3392800853	10/09/2018	190040	21.98
001-010-500	#318402 AVERY HD BINDER (4)	3392800853	10/09/2018	190040	45.56
001-010-500	#SS1059168 TAPE	3392800853	10/09/2018	190040	15.70
001-010-500	#125328 SHARPIES DZ	3392800853	10/09/2018	190040	5.48
001-010-500	#433427 CORR TAPE (2)	3392800853	10/09/2018	190040	7.88
001-010-500	#504308 STAPLER	3392800853	10/09/2018	190040	4.40
001-010-500	1000CT PAPER CLIPS JMB (2)	3392800853	10/09/2018	190040	1.02
001-010-500	1000CT #1 PAPER CLIPS (2)	3392800853	10/09/2018	190040	3.12

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CITY ELECTRIC SUPPLY CO	190271	11/06/2018	10/31/2018			32.50	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-205-559	PHOTOCNTL 1/2" CONDUIT MNTNG	PAS/053597	10/04/2018	190026	32.50

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SPORTABOUT	190274	11/06/2018	10/31/2018			4,026.50	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-502	FOOTBALL UNIFORM PANTS (82)	6219	09/08/2018	181173	1,968.00
001-170-502	FOOTBALL JERSEY (83)	6219	09/08/2018	181173	1,826.00
001-170-502	FLAG FTBL JERSEY & SHORTS (15)	6219	09/08/2018	181173	232.50

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	REEVES CO INC	190276	11/06/2018	10/31/2018			295.19	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-535	UNIFORM SERVICE TAB (13)	373474	10/18/2018	190071	154.70
001-161-535	ENGRAVED NAMEPIN (13)	373474	10/18/2018	190071	130.00
001-161-535	SHIPPING	373474	10/18/2018	190071	10.49

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ENGEL ELECTRIC LLC	190277	11/06/2018	10/31/2018			3,000.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-637	INSTALL NEW LIGHT POLE #78	1382	10/22/2018	181253	1,500.00
001-201-637	INSTALL NEW LIGHT POLE #144	1383	10/22/2018	181254	1,500.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	PUBLIC SAFETY ACADEMICS AND CONSULTING	190278	11/06/2018	10/31/2018			600.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-681	BEHIND-BADGE CRS: JOHNSON, C	720	10/15/2018	190072	300.00
001-100-681	BEHIND-BADGE CRS: WORTH, B	720	10/15/2018	190072	300.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SOUTHERN TIRE MART LLC DEPT 143	190280	11/06/2018	10/31/2018			261.96	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-638	FLAT REPAIR: E1	12387730	10/10/2018	190053	30.00
001-205-639	BLUESTAR ST627 TIRE (4)	12387684	10/23/2018	190054	179.96
001-205-639	DSMT TIRE (4)	12387684	10/23/2018	190054	40.00
001-205-639	VAL STEM,STEEL:BLUE GENERATOR	12387684	10/23/2018	190054	12.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	OVERWATCH SUPPLY LLC	190281	11/06/2018	10/31/2018			291.30	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-559	VT TOURNIQUET POUCH (2)	1068	10/15/2018	190056	11.40
001-100-559	5.11 DOUBLE PISTOL MAG POUCH	1068	10/15/2018	190056	19.99
001-100-559	5.11 SB RADIO POUCH	1068	10/15/2018	190056	29.99
001-100-559	5.11 SB HANDCUFF POUCH	1068	10/15/2018	190056	17.99
001-100-559	5.11 SB FLASHLIGHT HOLDER	1068	10/15/2018	190056	15.99
001-100-559	5.11 SB DUTY BELT	1068	10/15/2018	190056	49.99
001-100-559	SF DUTY HOLSTER #7360 7TS ALS	1068	10/15/2018	190056	130.00
001-100-559	TACTICAL KEYRING HOLDER	1068	10/15/2018	190056	15.95

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ONE TEN CONTRACTING	190282	11/06/2018	10/31/2018			4,150.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-698	REMV TREE CITY ESMT: TOWNSEND	287	10/08/2018	190036	1,050.00
001-201-698	REMV PINE TREE: ISLAND VIEW	301	10/08/2018	190036	950.00
001-201-698	REMV TREE CITY ESMT: TOWNSEND	315	10/25/2018	190092	1,250.00
001-201-698	REMV DEAD OAK: BOAT LAUNCH	329	10/25/2018	190092	900.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	METAL MARKER MFG CO	190283	11/06/2018	10/31/2018			558.74	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-559	ALUMINUM TAGS (175)	51718	10/23/2018	190035	535.50
001-201-559	SHIPPING: STREET LIGHT POLES	51718	10/23/2018	190035	23.24

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	LOCAL GOVERNMENT SERVICES LLC	190289	11/06/2018	10/31/2018			1,787.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-021-601	SERVICES: CSPIRE FRANCHISE	1749	10/30/2018		1,787.00

FUND TOTAL 1 Claims to Checks 61 Total 85,191.55 Manual Held Total 85,191.55

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
157	FOSTERS A/C & HEATING INC	190259	11/06/2018	10/31/2018			4,370.72	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	157-100-799	INSTALL NEW AC: NORTH SUBSTN		E2101	10/23/2018	190055		4,370.72
157	OFFICE DEPOT 1104	190264	11/06/2018	10/31/2018			3,427.04	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	157-100-799	SERTA SL ARLINGTON CHAIR (8)		2171967261	10/12/2018	190068		1,713.52
	157-100-799	SERTA SL ARLINGTON CHAIR (8)		2171694191	10/15/2018	190068		1,713.52
157	POSITIVE PROMOTIONS INC	190270	11/06/2018	10/31/2018			464.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	157-100-799	BRACELET:STRONG TOGETHER		06149139	10/26/2018	190010		420.00
	157-100-799	SHIPPING (1000)		06149139	10/26/2018	190010		44.10
157	GRAFIX SHOPPE	190275	11/06/2018	10/31/2018			895.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	157-100-799	CUSTOM REFLECTIVE GRAPHICS		123933	10/17/2018	190066		695.00
	157-100-799	SET UP FEE		123933	10/17/2018	190066		155.00
	157-100-799	SHIPPING: MOBILE COMM UNIT		123933	10/17/2018	190066		45.00

FUND TOTAL 157 Claims to Checks 4 Total 9,156.86 Manual Held Total 9,156.86

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
171	SEYMOUR ENGINEERING PLLC	190241	11/06/2018	10/31/2018			1,800.00	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
171-300-720	ENGINEERING PLANS & SPECS	6821	10/26/2018		1,800.00

FUND TOTAL 171 Claims to Checks 1 Total 1,800.00 Manual Held Total 1,800.00

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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	190203	11/06/2018	10/29/2018			1,531.73	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
172-350-650	LIBRARY SUPPORT	OCT 2018	10/26/2018		1,531.73

FUND TOTAL 172 Claims to Checks 1 Total 1,531.73 Manual Held Total 1,531.73

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AD2 INC	190138	11/06/2018	10/15/2018			151.50	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-699 HOSTING FEE NOV 2018			3345	10/15/2018			36.50
	176-170-699 SHOPPING CART FEE NOV 2018			3345	10/15/2018			115.00
176	AT&T	190163	11/06/2018	10/22/2018			49.94	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-605 OCT 2018: SSP INTERNET			285615432	10/11/2018			49.94
176	AT&T	190164	11/06/2018	10/22/2018			90.95	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-605 MONTHLY SERVICE			2284972244	10/14/2018			90.95
176	SINGING RIVER ELECTRIC COOPERATIVE	190210	11/06/2018	10/29/2018			1,797.85	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-631 PARK FACILITIES 76854002			10202018	10/26/2018			1,749.61
	176-170-631 HOUSE 76855002			10202018	10/26/2018			48.24
176	REYNOLDS WHOLESALE CO	190249	11/06/2018	10/31/2018			98.90	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-559 CS JUMBO JR TISSUE			61176	10/24/2018	190089		25.50
	176-170-559 CS JUMBO ROLL TISSUE			61176	10/24/2018	190089		29.50
	176-170-559 CS BROWN MF TOWELS			61176	10/24/2018	190089		19.95
	176-170-559 CS 12/8 BROWN ROLL TOWELS			61176	10/24/2018	190089		23.95
176	CENTRAL BUSINESS FORMS	190273	11/06/2018	10/31/2018			157.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-500 CAMPING PASS HANGERS (1000)			19197	10/04/2018	190030		143.00
	176-170-500 SHIPPING			19197	10/04/2018	190030		14.00

FUND TOTAL 176 Claims to Checks 6 Total 2,346.14 Manual Held Total 2,346.14

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
301	SEYMOUR ENGINEERING PLLC	190235	11/06/2018	10/31/2018			2,500.00	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
301-600-603	BIDDING PHASE	6820	10/26/2018		2,500.00

FUND TOTAL 301 Claims to Checks 1 Total 2,500.00 Manual Held Total 2,500.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
302	SEYMOUR ENGINEERING PLLC	190236	11/06/2018	10/31/2018			1,500.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
302-301-603	BIDDING PHASE	6819	10/26/2018		1,500.00

FUND TOTAL 302 Claims to Checks 1 Total 1,500.00 Manual Held Total 1,500.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
354	SEYMOUR ENGINEERING PLLC	190238	11/06/2018	10/31/2018			5,637.50	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
354-722-603	ENGINEERING PLANS & SPECS	6818	10/26/2018		5,637.50

FUND TOTAL 354 Claims to Checks 1 Total 5,637.50 Manual Held Total 5,637.50

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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	190129	11/06/2018	10/15/2018			43,427.11	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-680-821	ST LNS #3 90/57 SWR	10092018	10/09/2018		7,877.45
400-680-822	ST LNS #4 90/57 WTR	10092018	10/09/2018		10,948.67
400-680-822	ST LNS #4 90/57 SWR	10092018	10/09/2018		9,019.22
400-680-823	ST LNS #5 ALLEN RD	10092018	10/09/2018		2,149.95
400-680-824	ST LNS #6 OLD SPAN TR	10092018	10/09/2018		3,765.83
400-680-825	ST LNS #7 OLD SPAN TR	10092018	10/09/2018		9,665.99

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	IRBY'S ANSWERING SERVICE	190137	11/06/2018	10/15/2018			469.68	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-698	60 CALL OUTS: 9/5 - 10/2/18	277-100318	10/03/2018		28.20
400-650-698	607 AGENT MTS: 9/5 - 10/2/18	277-100318	10/03/2018		164.48
400-650-698	BASE RATE: 10/3 - 10/30/18	277-100318	10/03/2018		277.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	AT&T	190143	11/06/2018	10/16/2018			63.28	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-605	MONTHLY SERVICE	2284972276	10/06/2018		63.28

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	AT&T	190165	11/06/2018	10/22/2018			128.85	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-605	MONTHLY SERVICE	2284974594	10/14/2018		128.85

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	AT&T	190172	11/06/2018	10/23/2018			156.85	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-605	MONTHLY SERVICE	2284975234	10/14/2018		156.85

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER ELECTRIC COOPERATIVE	190190	11/06/2018	10/29/2018			1,858.53	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-631	LIFT STATIONS 20649	10152018	10/23/2018		711.26
400-651-631	LIFT STATIONS 28779	10152018	10/23/2018		88.56
400-651-631	SCHOONER WELL 20688	10112018	10/19/2018		870.52
400-651-631	LIFT STATIONS 20688	10112018	10/19/2018		188.19

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER ELECTRIC COOPERATIVE	190191	11/06/2018	10/29/2018			5,494.32	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-631	LIFT STNS 89627001	10162018	10/24/2018		68.52
400-651-631	LIFT STNS 89702001	10162018	10/24/2018		33.78
400-651-631	LIFT STNS 17881	10162018	10/24/2018		2,409.13
400-651-631	WATER WELLS 17881	10162018	10/24/2018		2,982.89

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER ELECTRIC COOPERATIVE	190192	11/06/2018	10/29/2018			7,028.80	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-631	IONIZATION PLANT 99216002	10182018	10/25/2018		296.96
400-651-631	LIFT STATIONS 17882	10182018	10/25/2018		2,633.10
400-651-631	WATER WELLS 17882	10182018	10/25/2018		3,216.41
400-651-631	CITY HALL SOUTH 17882	10182018	10/25/2018		882.33

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER ELECTRIC COOPERATIVE	190194	11/06/2018	10/29/2018			3,946.65	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-631 LIFT STNS 17875			10202018	10/26/2018			219.06
	400-651-631 LIFT STNS 17883			10202018	10/26/2018			2,127.72
	400-651-631 LIFT STNS 17884			10202018	10/26/2018			1,599.87
400	2012 GUD BONDS DEBT SERVICE	190204	11/06/2018	10/29/2018			20,725.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-680-816 NOV 2018 PRN PMT			11012018	10/31/2018			17,363.75
	400-680-817 NOV 2018 INT PMT			11012018	10/31/2018			3,361.25
400	2018 BOND DEBT SERVICE FUND	190206	11/06/2018	10/29/2018			30,000.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-900-950 NOV 2018: 2018 BOND DS			11012018	11/01/2018			30,000.00
400	ARISTA INFORMATION SYSTEMS INC	190208	11/06/2018	10/29/2018			1,124.90	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-698 SEP 2018 STATEMENTS			26251	10/17/2018			1,124.90
400	MSC 7511	190215	11/06/2018	10/29/2018			166.49	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-698 FGYOO-01 RENTAL FEE			INV2727601	10/09/2018			166.49
400	CABLE ONE INC	190216	11/06/2018	10/29/2018			54.74	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-698 NOV 2018: #107663106			10162018	10/23/2018			54.74
400	SEYMOUR ENGINEERING PLLC	190234	11/06/2018	10/31/2018			982.50	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-603 GENERAL ENGINEERING			6822	10/26/2018			982.50
400	SHERWIN-WILLIAMS COMPANY	190260	11/06/2018	10/31/2018			204.08	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-582 1GAL METAL TREATMENT (5)			4335-8	10/08/2018	181155		122.50
	400-651-582 1GAL ENAM DEEP BASE (2)			6985-3	10/11/2018	190050		81.58
400	OFFICE DEPOT 1104	190265	11/06/2018	10/31/2018			58.76	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-559 9X7 MONTHLY PLANNER (3)			2166499801	10/11/2018	190062		39.57
	400-650-559 10/PK REPORT COVER			2166499801	10/11/2018	190062		19.19
400	C & M ELECTRIC MOTOR SERVICE INC	190266	11/06/2018	10/31/2018			1,294.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-584 3HP SUB PUMP: GARDEN LANE LS			12073	10/04/2018	190045		1,294.00
400	STAPLES BUSINESS ADVANTAGE DEPT ATL	190269	11/06/2018	10/31/2018			538.71	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-559 3PK EPSON 252 COLOR C/M/Y			3393024195	10/12/2018	190067		36.19
	400-650-559 2019 WALL CALENDAR (3)			3392939272	10/11/2018	190063		56.13
	400-650-559 100/BX 3TAB LEGAL FOLDERS (2)			3392939272	10/11/2018	190063		28.98

Docket of Claims
Release date from 11/06/2018 thru 11/06/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	STAPLES BUSINESS ADVANTAGE DEPT ATL	190269	11/06/2018	10/31/2018			538.71	(CONTINUED)

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-559	WIRELESS MOUSE (2)	3392939272	10/11/2018	190063	27.98
400-650-559	EPSON 252XL BLACK INK	3392939272	10/11/2018	190063	24.32
400-650-559	LOGI WIRELESS KEYBOARD K3	3392939272	10/11/2018	190063	39.95
400-650-559	CS COPY PAPER 8.5X11 (8)	3392939272	10/11/2018	190063	311.60
400-650-559	AAG MNTH DESK PAD CALENDAR (3)	3392939272	10/11/2018	190063	13.56

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	BROOKWAY CORPORATION	190272	11/06/2018	10/31/2018			64,989.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-740	2019 NISSAN FRONTIER:VIN #6830	3754	10/29/2018	190104	23,900.00
400-650-740	2019 NISSAN FRONTIER:VIN #6750	3755	10/29/2018	190104	23,900.00
400-650-740	2018 NISSAN KICKS: VIN #9611	3756	10/29/2018	190104	16,310.00
400-650-740	DELIVERY FEE	10292018	10/29/2018	190104	879.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CORE & MAIN LP	190279	11/06/2018	10/31/2018			422.40	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-581	3/4 NO LEAD CPLG PJ CTS (12)	J585467	10/12/2018	181259	188.40
400-651-581	3/4 METER CPLG NO LEAD (60)	J528291	10/12/2018	181235	234.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	J H WRIGHT & ASSOCIATES INC	190284	11/06/2018	10/31/2018			5,431.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-583	KGSL-2301C GRINDER PUMP	410349	10/08/2018	190037	900.00
400-651-583	PUMPMASTER CONTROL FLOAT	410349	10/08/2018	190037	65.00
400-651-584	IMPELLER BOLT CLES PUMP:LS-10	410348	10/08/2018	190051	185.00
400-651-584	ABB SUB MOTOR: LS-10	410348	10/08/2018	190051	3,875.00
400-651-584	IMPELLER SPACER: LS-10	410348	10/08/2018	190051	186.00
400-651-581	M472S MISSION TRANSDUCER	410731	10/25/2018	181251	200.00
400-651-581	SHIPPING: MALL TANK	410731	10/25/2018	181251	20.00

FUND TOTAL 400 Claims to Checks 22 Total 188,565.65 Manual Held Total 188,565.65

Docket of Claims
Release date from 11/06/2018 thru 11/06/2018

SUMMARY OF ALL FUNDS

FUND 1	Claims	to	Checks	61	Total	85,191.55	Manual	Held	Total	85,191.55
FUND 157	Claims	to	Checks	4	Total	9,156.86	Manual	Held	Total	9,156.86
FUND 171	Claims	to	Checks	1	Total	1,800.00	Manual	Held	Total	1,800.00
FUND 172	Claims	to	Checks	1	Total	1,531.73	Manual	Held	Total	1,531.73
FUND 176	Claims	to	Checks	6	Total	2,346.14	Manual	Held	Total	2,346.14
FUND 301	Claims	to	Checks	1	Total	2,500.00	Manual	Held	Total	2,500.00
FUND 302	Claims	to	Checks	1	Total	1,500.00	Manual	Held	Total	1,500.00
FUND 354	Claims	to	Checks	1	Total	5,637.50	Manual	Held	Total	5,637.50
FUND 400	Claims	to	Checks	22	Total	188,565.65	Manual	Held	Total	188,565.65
	Total for all Funds		Checks	98	Total	298,229.43	Manual	Held	Total	298,229.43

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting: November 6, 2018
Title: Approval of minutes from Recessed Council Meeting held October 16, 2018

Introduced by:
Contact Person/Telephone Cynthia Russell 497-8000 Ext. 302

Summary Explanation: Approval of minutes from Recessed Council Meeting held October 16, 2018.

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract/Agreement	☐
Minutes	☒
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:													
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐

Second Made by:													
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Torjusen	☐	☐	☐	☐
At Large	Martin	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Vaughan	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Colledge	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2018

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 October 16, 2018 are hereby approved.

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

Motion was made by **BLANK** seconded by **BLANK** and the following vote was recorded:

AYES:

NAYS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 6, 2018.

Tuesday
October 16, 2018
Gautier, Mississippi

BE IT REMEMBERED THAT A RECESSED MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held October 16, 2018 at 6:30 PM 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; Josh Danos, City Attorney and other concerned citizens. Absent was Cynthia Russell, City Clerk. Recording Minutes was Emily Cumbest, who subsequently arrived at 6:35 PM.

AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
October 16, 2018 @ 6:30 PM

I. Call to Order

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

II. Agenda Order Approval

III. Announcements

1. **Halloween under the Oaks on October 20th at Shepard State Park from 6-7 pm followed by Halloween Double Feature starting at 7 pm**
2. **Mississippi Gulf Coast Community College Fall Festival and Trunk or Treat, October 30, 2018 from 6:00 P.M. 9:00 P.M.**
3. **Office closed Monday, November 12, 2018 in observance of Veterans Day.**

IV. Presentation Agenda

V. Business Agenda

1. **Consideration of a request for variance at 3218 Stonegate, allowing an increase in maximum lot coverage for a principal structure, and decrease of minimum rear yard setback in an R1 zoning district. (GPC Case #1818VAR)**

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

2. **Approval of an Amendment to the Clearwater Solutions Professional Services Agreement**

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

3. **Authorization for Change Order #2 for the NRCS Emergency Watershed Protection Program Drainage Project, approval of final pay application, and authorization of close out documentation**

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

4. **Approval of an order increasing Solid Waste Charges**

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

5. **Authorization to enter into a Professional Services agreement with Seymour Engineering for work associated with the 2018 NRCS Drainage Grant Project**

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

6. **Authorization to accept bids on the Pine Cone Drive Spillway Project and award and execute a contract with Advanced Construction and Development.**

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

7. **Approval of an Ordinance setting the salaries of the Mayor and Council Members**

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

8. **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. **Receive September 2018 Privilege License Report**

2. **Approval of a request from Mississippi Gulf Coast Community College for the use of two portable lights**

3. **Approval to waive the deposit in the amount of ($100.00) and rental fee in the amount of ($150.00) associated with the use of the field rentals at Bacot**

Park for Providence Baptist Church Fall Festival and free Community Outreach.

4. **Approval of minutes from Regular Council Meeting held October 2, 2018.**

5. **Authorization to Advertise for Bids for the City Park Fitness Trail Project**

6. **Order adopting 2018 City of Gautier Tax Assessment rolls**

7. **Approval of Municipal Compliance Questionnaire for FY 2017 – 2018**

8. **Approval of Sponsorship for the 2018 Gautier Mullet and Music Fest**

9. **Approval for road closure and traffic control for the 2018 Gautier Mullet and Music Fest**

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**

Adjourn until November 6, 2018 @ 6:30 PM
www.gautier-ms.gov

Meeting was called to order by Phil Torjusen at 6:30 PM.

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

1. Add Consent Agenda Item #10- Order Authorizing Settlement of a Property Damage Claim by the City of Gautier against Acadian Ambulance Service and authorizing the City Manager to execute any and all documents necessary to settle the claim as may be directed by the City Attorney.

Councilman Jackson seconded the motion. The vote was carried unanimously.

Announcements

1. Halloween under the Oaks on October 20th at Shepard State Park from 6:00 P.M.-7:00 P.M. followed by Halloween Double Feature starting at 7:00 P.M.
2. Mississippi Gulf Coast Community College Fall Festival and Trunk or Treat, October 30, 2018 from 6:00 P.M.-9:00 P.M.
3. Office closed Monday, November 12, 2018 in observance of Veterans Day.

Presentation

None

The City of Gautier presents

Halloween under the Oaks

Oct. 20 at Shepard State Park

1034 Graveline Road

Enjoy Hay Rides, Halloween Treats, & Cake Walks from 6–7 p.m.

followed by a

HALLOWEEN DOUBLE FEATURE

Showing at 7 p.m.

Showing at 9 p.m.

STATE OF MISSISSIPPI

Office of the Governor

PROCLAMATION

WHEREAS, under the provisions of Miss. Code Ann. Section 3-3-7(1), Veteran's Day is declared a legal holiday in the State of Mississippi; and

WHEREAS, Veteran's Day annually falls on November 11, which is on Sunday this year; and

WHEREAS, Section 3-3-7(1) declares that in the event Veteran's day shall fall on Sunday, then the next following day shall be a legal holiday:

NOW, THEREFORE, I, Phil Bryant, Governor of the State of Mississippi, pursuant to the authority vested in me under the Constitution and laws of the State of Mississippi, do hereby make known that offices of the State of Mississippi shall be closed on Monday November 12, 2018, in further observance of Veteran's Day.

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

DONE at the Capitol, in the City of Jackson, this the 20th day of September, in the year of our Lord two thousand and eighteen, and in the two hundred and forty-third year of the Independence of the United States of America.

PHIL BRYANT
GOVERNOR

BY THE GOVERNOR

C. DELBERT HOSEMANN, JR.
SECRETARY OF STATE

Staff made a presentation regarding GPC Case #18-18-VAR.

Councilman Vaughan made the motion to accept the Gautier Planning Commission's recommendation to grant a variance to allow an increase in the maximum depth of a front yard setback from 80 to 195 ft. at PID# 87120036.000 (GPC Case #18-18-VAR) and increasing the maximum lot coverage, as presented. Councilwoman Martin seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 205-2018

WHEREAS, the homeowner of 3218 Stonegate (PID# 87120036.000) has requested a variance to allow an increase in the maximum lot coverage for a principal structure, and a decrease of minimum rear yard setback in an R-1 Low Density Single Family Residential Zoning District; and

WHEREAS, the request property is zoned R-1 Low Density Single Family Residential District. The property contains an existing one thousand nine hundred seventy-two (1972) square foot single-family dwelling with a five hundred seventy-seven (577.75) square foot addition that was permitted September 18, 2015. The proposed new addition and attached carport would add an additional eight hundred sixty-four (864) square feet to the home making the home three thousand four hundred thirteen (3413.5) square feet on a parcel that is nine thousand seven hundred eighty-two (9,782) square feet. The maximum lot coverage allowed for a principle structure in an R-1 districts by the UDO is 25%. The proposed addition would exceed the allowable 25% by nine hundred sixty-eight (968) square feet. Also, the proposed attached carport puts the principal structure fifteen feet (15) from the rear property line causing the house to exceed the rear yard minimum set back requirement by ten (10) feet.; and

WHEREAS, the property owner would like to add covered storage and an attached carport to his addition that was permitted in September 2015. The proposed new storage addition and attached carport exceeds the maximum lot coverage as stated in the City of Gautier UDO. The proposed new storage addition also puts the primary structure fifteen (15) feet from the rear of the property. The minimum setback for the primary structure in an R-1 district is twenty-five (25) feet. A variance request has been submitted to allow more maximum lot coverage and a 10-feet decrease to the minimum rear yard setback; and

WHEREAS, after duly noticed public hearing, the Gautier Planning Commission has recommended approval of the requested variance;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City Council hereby (adopts) the Gautier Planning Commission's recommendation to grant a variance to allow an increase in the maximum depth of a front yard setback from 80 feet to 195 feet, and to allow the requested lot coverage increase at PID# 87120036.000;

IT IS FURTHER ORDERED that said Variance is hereby (approved);

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

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 October 16, 2018.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Ramona Morgan, Planning Technician
Date: 10/08/2018
Subject: Request for a variance at 3218 Stonegate allowing an increase of maximum lot coverage for a principal structure, and a variance allowing a decrease of minimum rear yard setback in an R-1 zoning district. (GPC Case No. 18-18-VAR)

REQUEST:
The Planning Department has received a request from Jerry L. Johnson for a Variance allowing the increase of maximum lot coverage for a principal structure, and a Variance allowing a decrease of minimum rear yard setback in an R-1 Low Density Single Family Residential Zoning District at 3218 Stonegate, PID #87120036.000. The application fee of $175 was paid on July 30, 2018. All public notice requirements have been met.

BACKGROUND:
The request property is zoned R-1 Low Density Single Family Residential District. The property contains an existing one thousand nine hundred seventy-two (1972) square foot single-family dwelling with a five hundred seventy-seven (577.75) square foot addition that was permitted September 18, 2015. The proposed new addition and attached carport would add an additional eight hundred sixty-four (864) square feet to the home making the home three thousand four hundred thirteen (3413.5) square feet on a parcel that is nine thousand seven hundred eighty-two (9,782) square feet. The maximum lot coverage allowed for a principle structure in an R-1 districts by the UDO is 25%. The proposed addition would exceed the allowable 25% by nine hundred sixty-eight (968) square feet. Also, the proposed attached carport puts the principal structure fifteen feet (15) from the rear property line causing the house to exceed the rear yard minimum set back requirement by ten (10) feet.

DISCUSSION:
The property owner would like to add covered storage and an attached carport to his addition that was permitted in September 2015. The proposed new storage addition and attached carport exceeds the maximum lot coverage as stated in the City of Gautier UDO. The proposed new storage addition also puts the primary structure fifteen (15) feet from the rear of the property. The minimum setback for the primary structure in an R-1 district is twenty-five (25) feet. A variance request has been submitted to allow more maximum lot coverage and a 10 feet decrease to the minimum rear yard setback.

DETERMINATION OF APPLICABLE LAW:
The Unified Development Ordinance (UDO) defines Variances as:
A Variance is a relaxation of the terms of the Unified Development Ordinance where such Variance will not be contrary to the public interest and where, owing to conditions peculiar to the property, a literal enforcement of the Ordinance would result in an unnecessary or undue hardship. As used in this Ordinance, a Variance is authorized only for height, area and size of structure, or size of yards, separation of uses, open spaces, off-street parking spaces and some subdivision of property. The establishment or expansion of a use not permitted shall not be allowed by Variance.

The UDO defines Hardship as:

Hardship means the exceptional hardship that would result from a failure to grant the requested variance. The

City requires that the variance is exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

The UDO defines Setback as:

SETBACK: (SEE YARD) The minimum horizontal distance between the lot or property line and the nearest front, side or rear line of the building as measured to the outside face at the enclosing wall or in structures lacking walls (as in the case of a carport) to the face of the supporting columns and beams. Setback does not include roof overhangs, except that they shall not encroach on more than fifty (50) percent of the required setback.

A.SETBACK, FRONT: The yard area extending along the full width of a front lot line between side lot lines and from the front lot line to the front building line in depth.

B.SETBACK, REAR: The yard area extending across the full width of the lot and lying between the rear lot line and the nearest line of the building. Rear-yard depth shall be measured at right angles to the rear line of the lot.

C.SETBACK, SIDE: The yard area lying between the side line of the lot and the nearest line of the building and extending from the front yard to the rear yard, or in the absence of a front yard or a rear yard, to the front or rear lot lines. Side-yard width shall be measured at right angles to side lines of the lot.
UDO SECTION 4.18: Variance
In certain circumstances, a Variance from the dimensional requirements (i.e. height, setbacks, square footage) of this ordinance may be granted if the applicant can prove that because of physical constraints of the property involved, he is not able to build the same type of structure that other persons with the same zoning classification can build. Variances for uses permitted will not be considered in as much as “use Variances” are not legal in the State of Mississippi.
Most Variances must be granted by the City Council; however, certain minor Variances may be granted by the Economic Development Director in accordance with Section 4.18.3 below.
4.18.1Who May Initiate
A request for a Variance may be initiated by the property owner or agent of the owner provided that said property has not been denied a previous request for a Variance for the same property or portion of property within the past twelve (12) months.
4.18.2Application for Variance
Applications for a Variance (from dimensional requirements) may be filed on the appropriate application available from the Economic Development/Planning Department and shall include all requested information, attachments and submittals:
4.18.3Administrative Variances
The following dimensional variances may be granted by the Economic Development Director at his/her discretion (Note: Within the COR, Corridor Overlay District, applicants shall be required to mitigate a requested dimensional variance in accordance with the Tier Land Use Provisions in Section 5.11):
A.30% of required off-street parking spaces and/or
B.30% of required setbacks from property lines
4.18.4Criteria for Approval
The Variance application shall demonstrate the following:
A.That special conditions and circumstances exist which are peculiar to this particular site (lot or parcel), structure or building involved and which are not applicable to other sites (lots or parcels) or structures or

buildings in the same district;
B.That literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of this Ordinance;
C.That the special conditions and circumstances do not result from actions of the applicant; and
D.That granting the Variance requested will not confer upon the applicant any special privilege that is denied by this Ordinance to other similar sites (lots or parcels) structures or buildings in the same district.

RECOMMENDATION:

Planning Commission recommends that Council approve the Variance Request

The City Council may:
1.Approve the Variance request as presented;
2.Approve the Variance requests with changes; or
3.Deny the Variance Request.

ATTACHMENTS:

1. Combined 18-18 VAR
2. Excerpt GPC Case #18 18 VAR 3218 Stonegate

Gautier Planning Commission

Regular Meeting Agenda

October 4, 2018

GPC #18-18-VAR

3218 Stonegate Variance Request

VII. NEW BUSINESS

1. 3218 STONEGATE – REQUEST FOR A VARIANCE ALLOWING AN INCREASE OF MAXIMUM LOT COVERAGE FOR A PRINCIPAL STRUCTURE AND A VARIANCE ALLOWING A DECREASE IN MINIMUM REAR YARD SETBACK IN AN R-1 LOW DENSITY SINGLE FAMILY RESIDENTIAL ZONING DISTRICT (GPC CASE #18-18-VAR)

GAUTIER PUBLIC HEARING PROCESS (PLANNING COMMISSION)

Planning Commission Chairman to follow procedure below. All questions/comments to be directed to the Council and not to applicant, staff, or other attendees of the meeting.

1. Chairman announces the case.

2. Chairman makes statement, “This is a Public Hearing and all statements to be made need to be true and accurate for the record.”

3. Staff gives brief overview of case.

4. Applicant presents their case.

5. Anyone to speak in support of the Request? Please state your name and address for the record.

6. Anyone to speak in opposition of the Request? Please state your name and address for the record.

7. Any final comments from the applicant?

8. Questions from Commission?

9. Chairman closes public hearing – “This closes the Public Hearing portion of this case” bang of gavel

10. Motion/Deliberation/Vote

CITY OF GAUTIER
STAFF REPORT

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: October 4, 2018

Subject: 3218 Stonegate – Request for a variance allowing an increase of maximum lot coverage for a principal structure, and a variance allowing a decrease of minimum rear yard setback in an R-1 zoning district. (GPC Case No. 18-18-VAR)

REQUEST:

The Planning Department has received a request from Jerry L. Johnson for a Variance allowing the increase of maximum lot coverage for a principal structure, and a Variance allowing a decrease of minimum rear yard setback in an R-1 Low Density Single Family Residential Zoning District at 3218 Stonegate, PID #87120036.000. The application fee of $175 was paid on July 30, 2018. All public notice requirements have been met.

BACKGROUND:

The request property is zoned R-1 Low Density Single Family Residential District. The property contains an existing one thousand nine hundred seventy-two (1972) square foot single-family dwelling with a five hundred seventy-seven (577.75) square foot addition that was permitted September 18, 2015. The proposed new addition and attached carport would add an additional eight hundred sixty-four (864) square feet to the home making the home three thousand four hundred thirteen (3413.5) square feet on a parcel that is nine thousand seven hundred eighty-two (9,782) square feet. The maximum lot coverage allowed for a principle structure in an R-1 districts by the UDO is 25%. The proposed addition would exceed the allowable 25% by nine hundred sixty-eight (968) square feet. Also, the proposed attached carport puts the principal structure fifteen feet (15) from the rear property line causing the house to exceed the rear yard minimum set back requirement by ten (10) feet.

DISCUSSION:

The property owner would like to add covered storage and an attached carport to his addition that was permitted in September 2015. The proposed new storage addition and attached carport exceeds the maximum lot coverage as stated in the City of Gautier UDO. The proposed new storage addition also puts the primary structure fifteen (15) feet from the rear of the property. The minimum setback for the primary structure in an R-1 district is twenty-five (25) feet. A variance request has been submitted to allow more maximum lot coverage and a 10 feet decrease to the minimum rear yard setback.

DETERMINATION OF APPLICABLE LAW:

The Unified Development Ordinance (UDO) defines **Variances** as:

> A Variance is a relaxation of the terms of the Unified Development Ordinance where such Variance will not be contrary to the public interest and where, owing to conditions peculiar to the property, a literal enforcement of the Ordinance would result in an unnecessary or undue hardship. As used in this Ordinance, a Variance is authorized only for height, area and size of structure, or size of yards, separation of uses, open spaces, off-street parking spaces and some subdivision of property. The establishment or expansion of a use not permitted shall not be allowed by Variance.

The UDO defines **Hardship** as:

> Hardship means the exceptional hardship that would result from a failure to grant the requested variance. The City requires that the variance is exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

The UDO defines **Setback** as:

SETBACK: (SEE YARD*)* The minimum horizontal distance between the lot or property line and the nearest front, side or rear line of the building as measured to the outside face at the enclosing wall or in structures lacking walls (as in the case of a carport) to the face of the supporting columns and beams. Setback does not include roof overhangs, except that they shall not encroach on more than fifty (50) percent of the required setback.

A. **SETBACK, FRONT:** The yard area extending along the full width of a front lot line between side lot lines and from the front lot line to the front building line in depth.

B. **SETBACK, REAR:** The yard area extending across the full width of the lot and lying between the rear lot line and the nearest line of the building. Rear-yard depth shall be measured at right angles to the rear line of the lot.

C. **SETBACK, SIDE:** The yard area lying between the side line of the lot and the nearest line of the building and extending from the front yard to the rear yard, or in the absence of a front yard or a rear yard, to the front or rear lot lines. Side-yard width shall be measured at right angles to side lines of the lot.

UDO SECTION 4.18: Variance

> In certain circumstances, a Variance from the dimensional requirements (i.e. height, setbacks, square footage) of this ordinance may be granted if the applicant can prove that because of

physical constraints of the property involved, he is not able to build the same type of structure that other persons with the same zoning classification can build. Variances for uses permitted will not be considered in as much as "use Variances" are not legal in the State of Mississippi.

Most Variances must be granted by the City Council; however, certain minor Variances may be granted by the Economic Development Director in accordance with *Section 4.18.3* below.

4.18.1 Who May Initiate

A request for a Variance may be initiated by the property owner or agent of the owner provided that said property has not been denied a previous request for a Variance for the same property or portion of property within the past twelve (12) months.

4.18.2 Application for Variance

Applications for a Variance (from dimensional requirements) may be filed on the appropriate application available from the Economic Development/Planning Department and shall include all requested information, attachments and submittals:

4.18.3 Administrative Variances

The following dimensional variances may be granted by the Economic Development Director at his/her discretion (Note: Within the COR, Corridor Overlay District, applicants shall be required to mitigate a requested dimensional variance in accordance with the Tier Land Use Provisions in Section 5.11):

A. 30% of required off-street parking spaces and/or

B. 30% of required setbacks from property lines

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

A. That special conditions and circumstances exist which are peculiar to this particular site (lot or parcel), structure or building involved and which are not applicable to other sites (lots or parcels) or structures or buildings in the same district;

B. That literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of this Ordinance;

C. That the special conditions and circumstances do not result from actions of the applicant; and

D. That granting the Variance requested will not confer upon the applicant any special privilege that is denied by this Ordinance to other similar sites (lots or parcels) structures or buildings in the same district.

RECOMMENDATION & CONCLUSION:

Staff recommends that Planning Commission establish a Finding of Fact regarding the "Criteria for Approval" from UDO section 4.18.4 A-D as listed above.

The Planning Commission may:

1. Recommend that City Council approve the maximum request as presented;
2. Recommend that City Council approve the variance requests with changes; or
3. Recommend that City Council deny the maximum lot coverage variance request and decrease in minimum rear yard setback variance request.

ATTACHMENTS:

1. Applicant's Exhibit 1 – Application
2. City's Exhibit A – Location Map
3. City's Exhibit B – Existing Zoning Map
4. City's Exhibit C – Existing Land Use Map
5. City's Exhibit D – Future Land Use Map

GAUTIER, MISSISSIPPI

ECONOMIC DEVELOPMENT/PLANNING DEPARTMENT

PUBLIC HEARING APPLICATION

Public Hearing Number

18-18-VA

TO BE HEARD BY GAUTIER PLANNING COMMISSION:		FEE:
Zoning Change	_____	$300.00
Zoning Change (Comp.)	_____	$300.00
Major Development	_____	$100.00
Variance	X	$175.00
Appeal to Staff Decision	_____	$100.00

****

TO BE HEARD BY PLANNING DIRECTOR ON STAFF		FEE:
Administrative Waiver	_____	$100.00
Administrative Variance	_____	$100.00

Name of Applicant : JERRY L. Johnson Cell 238-0176

Name of Business: _____ Phone: 228-497-1759

Property Address: 3218 Stonegate Circle, Gautier, MS Mailing Address (if Different): _____

E-Mail Address: jerryjohnson100697@gmail.com

Reason for request, location and intended use of Property: VARIANCE, 3218 Stongate Circle Gautier, MS 39553 Residential Storage

ATTACHMENTS REQUIRED AS APPLICABLE:

X 1. Diagram of intended use, showing dimensions and distances of property, building with setbacks, parking spaces, entrances and exits.

X 2. A detailed project narrative.

_____ 3. Copy of protective covenants or deed restrictions, if any.

_____ 4. Copies of approvals, or requests for approval, from other agencies, such as, but not limited to, the Mississippi State Department of Health, U.S. Army Corp of Engineers, Mississippi Department of Environmental Quality and Department of Marine Resources.

_____ 5. Any other information requested by the Economic Development/Planning Director and/or members of the Technical Review Committee.

Signature of Applicant: Jerry L. Johnson Date of Application: 7-30-2018

FOR OFFICE USE ONLY

Date Received 7/30/18 Verify as Complete RM

Fee Amount Received 175.00 Initials of Employee Receiving Application RM

Scott Ankerson

Gautier Planning Commission

Request for Residential Variance

A variance is being requested to complete a home renovation project to include a 12x24 storage building with a 24x24 carport attached.

Jerry L Johnson

Jerry L. Johnson

87120036.000 JOHNSON JERRY L & JOYCE D

PIDN: 87120036.000

GISP: 777.36-03-0073.00

Owner Information

Percent of Ownership: 100

Name: JOHNSON JERRY L & JOYCE D

Name 2:

Mailing Address: 3218 STONEGATE CIRCLE
GAUTIER MS
39553

Site Address: 3218 STONEGATE CR GAUTIER

Land Information

Section: 36

Acreage: .00

Township: 7S

Range: 7W

Street Name STONEGATE CR

Value and Tax Information

Total Assessed Value: 9611

Total Appraised Value: 96110

Improvement Value: 82560

Land Value: 13550

Tax Amount: 1028

SQ FT: 1972

Year Built: 1998

Legal Description

Description: LOT 36 STONEGATE S/D PB 20-17
DB 1162-775 (73 Map777.36-03)

Deed Book / Page: 1162 / 775

https://webmap.co.jackson.ms.us/

87120036.000 JOHNSON JERRY L & JOYCE D

https://webmap.co.jackson.ms.us/ 7/30/2018

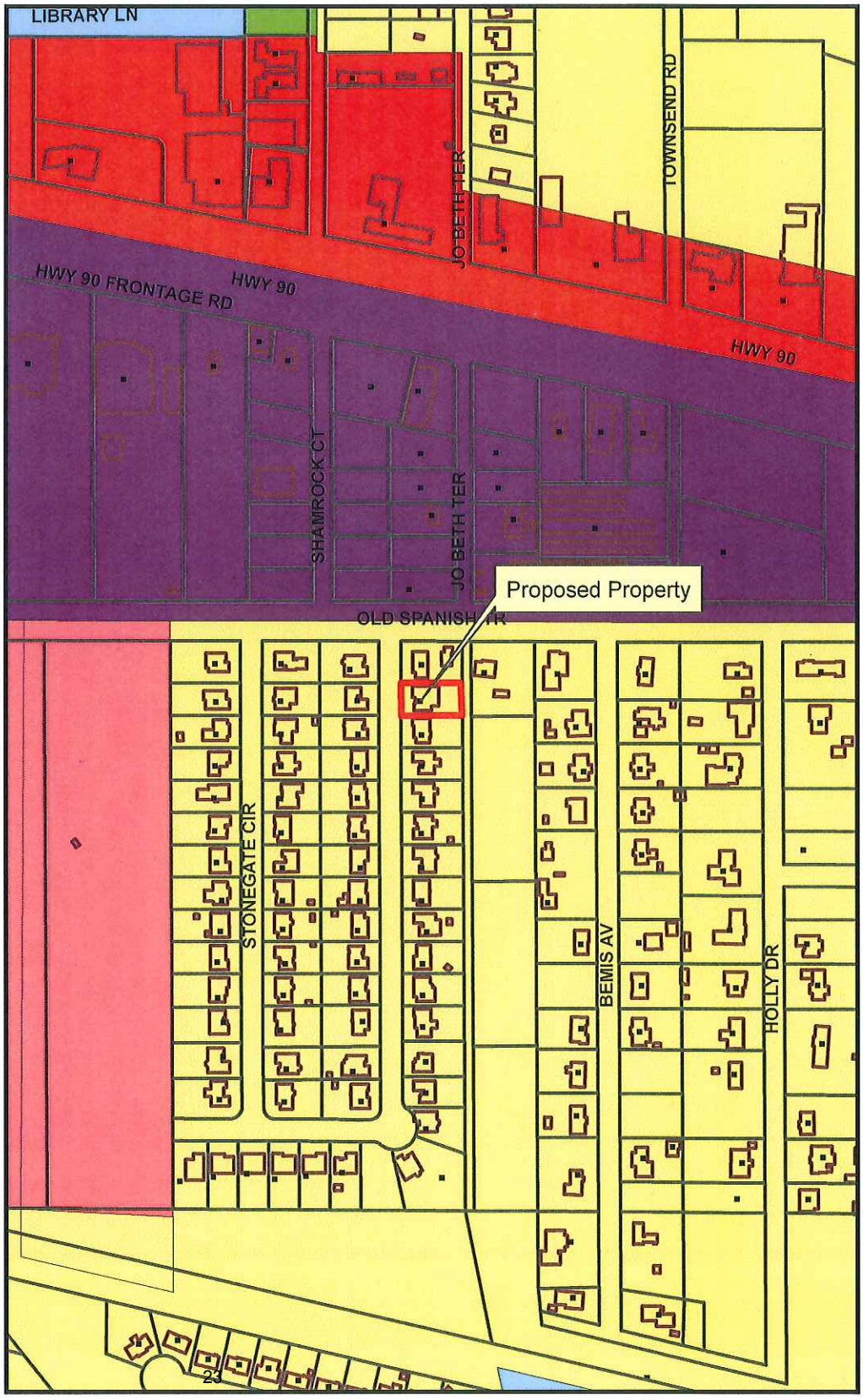
Exhibit A
Location Map

City Of Gautier
Planning Department

Prepared by the
City of Gautier
Planning Department

Exhibit B
Existing Zoning Map

City Of Gautier
Planning Department



Prepared by the
City of Gautier
Planning Department

Legend

- <all other values>

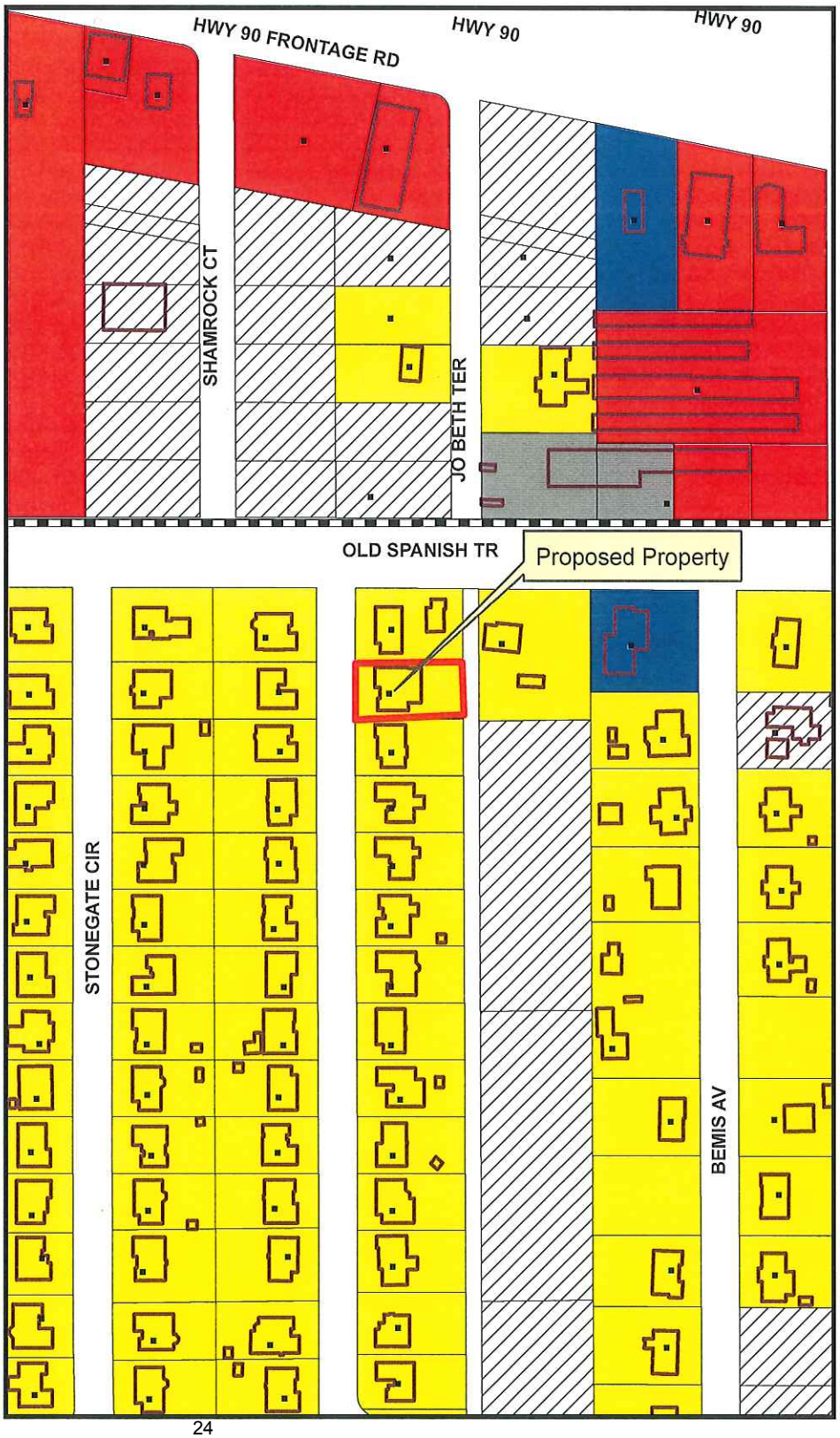
ZONECODE

- AG
- C-1
- C-2
- C-3
- I-2
- MURC-1
- MURC-2
- MURC-MW
- PL
- PUD
- R-1
- R-2
- R-3
- RE
- TC

Exhibit C
Existing Land Use Map

City Of Gautier
Planning Department

Prepared by the
City of Gautier
Planning Department



Legend

- Gautier_Parcels_Trimmed_0617
- City_Limits
- CorOverlay

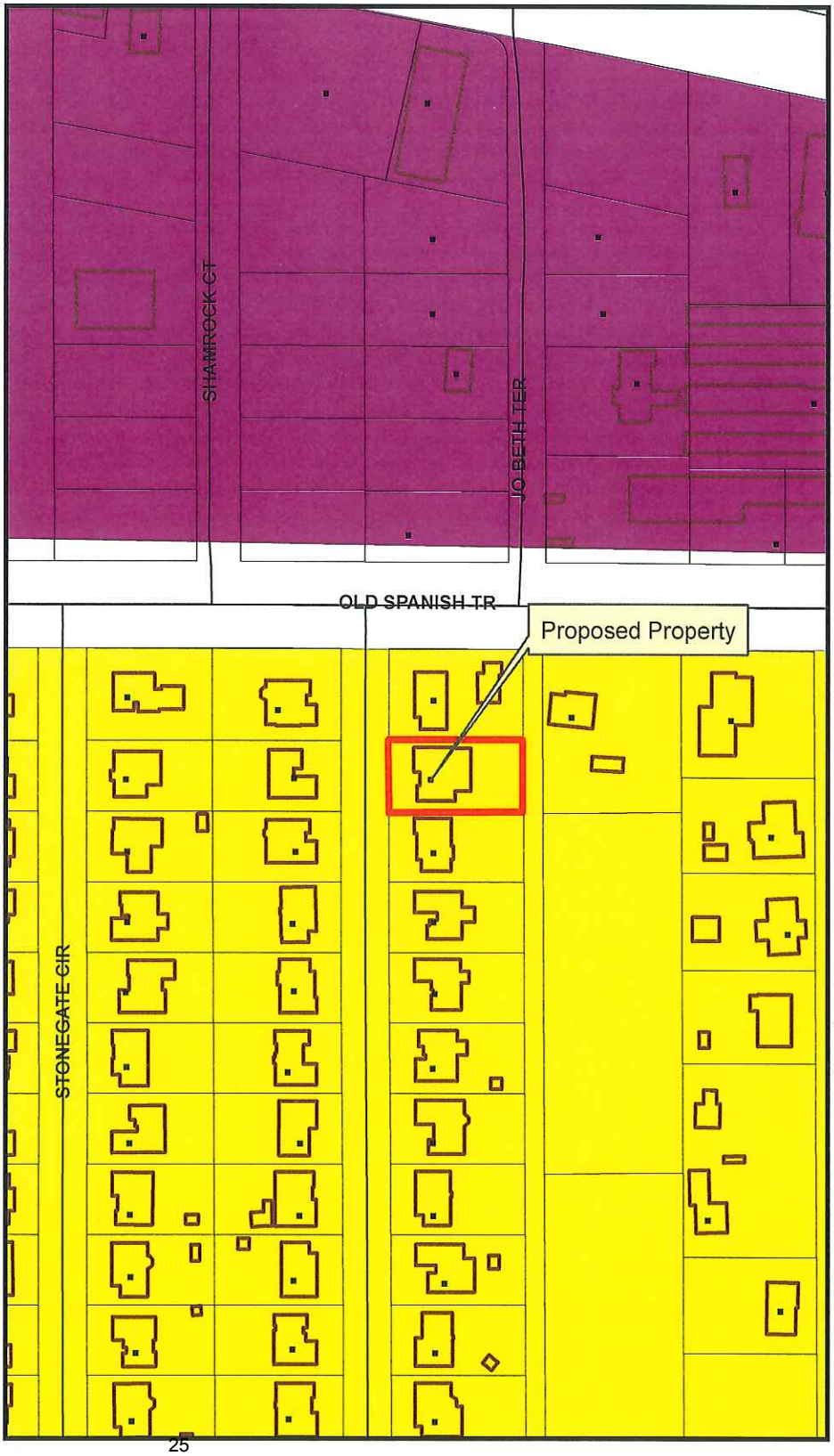
EXISTING LAND USE

- Commercial-Retail
- Conservation
- Civic
- Industrial
- Marina/Fish Camps
- High Density Residential
- Mobile Home
- Mobile Home Park
- Medium Density Residential
- Office
- Recreation
- Very Low to Low Density Residential
- Utility
- Vacant

Exhibit D
Future Land Use Map

City Of Gautier
Planning Department

Prepared by the
City of Gautier
Planning Department



Legend

FUTURE LAND USE

FLU_Class

- Civic
- high impact commercial
- Conservation
- High Density Residential
- Industrial
- Low Density Residential
- Medium Density Residential
- Mobile Home Residential
- low impact Commercial
- Recreational
- recreational commercial
- Regional Scale Commercial
- mixed use residential
- Town Center
- Very Low Density Residential

Excerpt from October 4, 2018 Gautier Planning Commission Meeting:

3218 Stonegate – Request for a variance allowing an increase of maximum lot coverage for a principal structure, and a variance allowing a decrease of minimum rear yard setback in an R-1 zoning district. (GPC Case No. 18-18-VAR)

Scott Ankerson, Planning Director/Building Official, gave a brief overview of the case.

REQUEST:

The Planning Department has received a request from Jerry L. Johnson for a Variance allowing the increase of maximum lot coverage for a principal structure, and a Variance allowing a decrease of minimum rear yard setback in an R-1 Low Density Single Family Residential Zoning District at 3218 Stonegate, PID #87120036.000. The application fee of $175 was paid on July 30, 2018. All public notice requirements have been met.

BACKGROUND:

The request property is zoned R-1 Low Density Single Family Residential District. The property contains an existing one thousand nine hundred seventy-two (1972) square foot single-family dwelling with a five hundred seventy-seven (577.75) square foot addition that was permitted September 18, 2015. The proposed new addition and attached carport would add an additional eight hundred sixty-four (864) square feet to the home making the home three thousand four hundred thirteen (3413.5) square feet on a parcel that is nine thousand seven hundred eighty-two (9,782) square feet. The maximum lot coverage allowed for a principle structure in an R-1 districts by the UDO is 25%. The proposed addition would exceed the allowable 25% by nine hundred sixty-eight (968) square feet. Also, the proposed attached carport puts the principal structure fifteen feet (15) from the rear property line causing the house to exceed the rear yard minimum set back requirement by ten (10) feet.

DISCUSSION:

The property owner would like to add covered storage and an attached carport to his addition that was permitted in September 2015. The proposed new storage addition and attached carport exceeds the maximum lot coverage as stated in the City of Gautier UDO. The proposed new storage addition also puts the primary structure fifteen (15) feet from the rear of the property. The minimum setback for the primary structure in an R-1 district is twenty-five (25) feet. A variance request has been submitted to allow more maximum lot coverage and a 10 feet decrease to the minimum rear yard setback.

.

DETERMINATION OF APPLICABLE LAW:

The Unified Development Ordinance (UDO) defines **Variances** as:
A Variance is a relaxation of the terms of the Unified Development Ordinance where such Variance will not be contrary to the public interest and where, owing to conditions peculiar to the property, a literal enforcement of the Ordinance would result in an unnecessary or undue hardship. As used in this Ordinance, a Variance is authorized only for height, area and size of structure, or size of yards, separation of uses, open spaces, off-street parking spaces and some subdivision of property. The establishment or expansion of a use not permitted shall not be allowed by Variance.

The UDO defines **Hardship** as:

Hardship means the exceptional hardship that would result from a failure to grant the requested variance. The City requires that the variance is exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

The UDO defines **Setback** as:

Setback: (See Yard*)* The minimum horizontal distance between the lot or property line and the nearest front, side or rear line of the building as measured to the outside face at the enclosing wall or in structures lacking walls (as in the case of a carport) to the face of the supporting columns and beams. Setback does not include roof overhangs, except that they shall not encroach on more than fifty (50) percent of the required setback.

A. **SETBACK, FRONT:** The yard area extending along the full width of a front lot line between side lot lines and from the front lot line to the front building line in depth.

B. **SETBACK, REAR:** The yard area extending across the full width of the lot and lying between the rear lot line and the nearest line of the building. Rear-yard depth shall be measured at right angles to the rear line of the lot.

C. **SETBACK, SIDE:** The yard area lying between the side line of the lot and the nearest line of the building and extending from the front yard to the rear yard, or in the absence of a front yard or a rear yard, to the front or rear lot lines. Side-yard width shall be measured at right angles to side lines of the lot.

UDO SECTION 4.18: Variance

In certain circumstances, a Variance from the dimensional requirements (i.e. height, setbacks, square footage) of this ordinance may be granted if the applicant can prove that because of physical constraints of the property involved, he is not able to build the same type of structure that other persons with the same zoning classification can build. Variances for uses permitted will not be considered in as much as “use Variances” are not legal in the State of Mississippi. Most Variances must be granted by the City Council; however, certain minor Variances may be granted by the Economic Development Director in accordance with *Section 4.18.3* below.

4.18.1 Who May Initiate

A request for a Variance may be initiated by the property owner or agent of the owner provided that said property has not been denied a previous request for a Variance for the same property or portion of property within the past twelve (12) months.

4.18.2 Application for Variance

Applications for a Variance (from dimensional requirements) may be filed on the appropriate application available from the Economic Development/Planning Department and shall include all requested information, attachments and submittals:

4.18.3 Administrative Variances

The following dimensional variances may be granted by the Economic Development Director at his/her discretion (Note: Within the COR, Corridor Overlay District, applicants shall be required

to mitigate a requested dimensional variance in accordance with the Tier Land Use Provisions in Section 5.11):

A. 30% of required off-street parking spaces and/or
B. 30% of required setbacks from property lines

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

A. That special conditions and circumstances exist which are peculiar to this particular site (lot or parcel), structure or building involved and which are not applicable to other sites (lots or parcels) or structures or buildings in the same district;
B. That literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of this Ordinance;
C. That the special conditions and circumstances do not result from actions of the applicant; and
D. That granting the Variance requested will not confer upon the applicant any special privilege that is denied by this Ordinance to other similar sites (lots or parcels) structures or buildings in the same district.

RECOMMENDATION AND CONCLUSION:

Staff recommends that Planning Commission establish a Finding of Fact regarding the "Criteria for Approval" from UDO section 4.18.4 A-D as listed above.

The Planning Commission may:

1. Recommend that City Council approve the Variance request as presented;
2. Recommend that City Council approve the Variance requests with changes; or
3. Recommend that City Council deny the Variance request.

ACTION TAKEN:

Commissioner Gainer made the motion to recommend City Council approve the Variance. **Commissioner Jamison** seconded the motion and the following vote was recorded:

AYES: **Jimmy Green**
Paul Gainer
Kay C. Jamison
James Lee

NAYS: **None**

Motion passed.

Councilman Colledge made the motion to approve the amendments to the Clearwater Professional Services Agreement between the City of Gautier and Clearwater Solutions, LLC., as presented. Councilman Vaughan seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 206-2018

WHEREAS, the City entered into a professional services agreement with ClearWater Solutions, Inc. on November 5, 2013 for operation and management of the City's water system, wastewater system, and public street maintenance;

WHEREAS, the amendment reflects the monthly reduction of $9,667.00 in the monthly payments to Clearwater Solutions and reflects the city taking over meter reading;

WHEREAS, it is the intent of the Mayor and Members of Council of the City of Gautier to amend the Contract to reflect this change; WHEREAS, this amendment would be in the best interests of the City of Gautier;

WHEREAS, the proposed change is necessary or incidental to the completion of the work as originally proposed;

WHEREAS, the change is commercially reasonable and not made to circumvent the public purchasing statutes;

WHEREAS, the decrease in cost is reasonable; and

WHEREAS, the proposed changes would not result in substantially different contract or project.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the amendment to the professional services agreement between the City of Gautier and ClearWater Solutions, LLC is hereby approved.

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

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

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

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 October 16, 2018.

CITY OF GAUTIER
MEMORANDUM

To: City Council
From: Paula Yancey, City Manager
Date: October 16, 2018
Subject: The approval for Amendment to the Clearwater Professional Services Agreement

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REQUEST:
The City Manager requests the City Council to approve the Amendment to the Clearwater Professional Services Agreement.

BACKGROUND:
This Amendment reflects the monthly reduction of $9,667.00 in the monthly amount paid to Clearwater. This reduction reflects the cost of the City taking back over the meter reading. The City taking back over this function will promote efficiency in billing as the two work hand in hand together.

DISCUSSION:
The City Manager and Clearwater mutually agree that the proposed change is necessary or incidental to the completion of the work originally proposed, the change is commercially reasonable and not made to circumvent the public purchasing statutes, the decrease in cost is reasonable, the proposed change would not result in substantially different contract or project.

RECOMMENDATION:
The City Manager recommends that the City Council approve the Amendment between the City of Gautier and Clearwater Solutions, LLC.

The City Council may:
1)Approve the Amendment of Professional Service Agreement between the City of Gautier and Clearwater Solutions, LLC; or
2)Not Approve the Professional Service Agreement between the City of Gautier and Clearwater Solutions, LLC

Attachments:
1. Amendment of Professional Service Agreement between the City of Gautier and Clearwater Solutions, LLC.

AMENDMENT OF PROFESSIONAL SERVICE AGREEMENT
BETWEEN THE CITY OF GAUTIER
AND CLEARWATER SOLUTIONS, LLC

This Amendment forever revises and amends the Professional Service Agreement (including all written amendments and revisions adopted by the City Council) entered on the 5th day of November, 2013 between the City of Gautier (hereinafter, "the City") and ClearWater Solutions, LLC (hereinafter, "ClearWater") which relates to operation and management of the City's water system, wastewater system, public street maintenance, and related office administrative duties.

I. AMENDMENTS

The following language in Article II(5)(nn.) shall be deleted from the contract: "meter reading".

The following language shall be added as Article III (21): The City shall be responsible for meter reading.

Beginning in November 2018, the new monthly amount owed by the City will be reduced by $9,667.00.

No other terms in the Contract or other amendments previously adopted by the City Council will be altered in any respect.

IN WITNESS THEREOF, the parties hereto, acting through their duly authorized representatives, have executed this Amendment on the dates appearing adjacent to their respective signatures.

_____ Date: _____
Mayor, City of Gautier

_____ Date: _____
President, ClearWater Solutions, LLC

_____ Date: _____
City Manager, City of Gautier

Councilwoman Martin made the motion to approve the Change Order #2 for the NRCS Emergency Watershed Protection Program Drainage Project, final pay application, and authorization of close out documentation, as presented. Councilman George seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 207-2018

WHEREAS, The Emergency Watershed Protection Program (EWP) was established by Congress to respond to emergencies created by natural disasters; and

WHEREAS, the EWP Program is designed to help people and conserve natural resources by relieving imminent hazards to life and property caused by floods, fires, drought, windstorms, and other natural occurrences; and

WHEREAS, JE Talley Construction, Inc. was awarded a contract to perform certain work under the EWP Program, and has now completed this project; and

WHEREAS, this change order reflects no change to the contract price, only a change to the contract time due to weather delays; and

WHEREAS, closeout documentation to be approved includes the Certificate of Substantial Completion; and

WHEREAS, it is in the best interest of the City of Gautier to approve the change order, approve the final pay application, and authorize execution of close-out documentation;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Change Order #2 for the NRCS Emergency Watershed Protection Program Drainage Project is hereby approved.

IT IS FURTHER ORDERED that the final pay application is hereby approved.

IT IS FURTHER ORDERED that execution of the close-out documentation is hereby authorized.

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

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 October 16, 2018.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 10/09/2018
Subject: NRCS Emergency Watershed Protection Program Drainage Project - Change Order #2, Final Pay Application, and Close-out Documentation

---

REQUEST:
The Grants and Projects Department requests City Council authorization for Change Order #2 for the Emergency Watershed Protection Program Drainage Project, approval of the final pay application in the amount of $25,668.48, and execution of close-out documentation.

BACKGROUND:
The Emergency Watershed Protection Program (EWP) was established by Congress to respond to emergencies created by natural disasters. The EWP Program is designed to help people and conserve natural resources by relieving imminent hazards to life and property caused by floods, fires, drought, windstorms, and other natural occurrences. The U.S. Department of Agriculture's Natural Resources Conservation Service (NRCS) administers the EWP Program.

Areas approved under this 2017 round of funding for drainage work include:
-South of White Wood Drive, from Pine Dale Lane to Rockvale Drive.
-Along the conveyance just east of Shell Landing Boulevard, from Highway 90 south to the railroad tracks.
-Along the conveyance just east of Highway 57, from Highway 90 south to Old Spanish Trail.
-South of Old Shell Landing Road, from near house number 2116 to the end of the road.
-Along the west side of Oxford Drive.
-Along the conveyance just southeast of the intersection of Ladnier Road and Service Road, south to the railroad tracks.
-Along the conveyance east of Johnston Road (behind Thomas Transmission), south to Highway 90.

DISCUSSION:
JE Talley Construction, Inc. has completed this project. This change order reflects no change to the contract price. Rather, it reflects only a change to the contract time due to weather delays. Closeout documentation to be approved includes the Certificate of Substantial Completion.

RECOMMENDATION:
The Grants & Projects Director recommends that City Council authorize Change Order #2 for the Emergency Watershed Protection Program Drainage Project, approve the final pay application in the amount of $25,668.48, and authorize execution of close-out documentation as presented.

City Council may:
1) Authorize Change Order #2, approve the final pay application in the amount of $25,668.48, and authorize execution of close-out documentation; or
2) Not authorize Change Order #2, not approve the final pay application in the amount of $25,668.48, and not authorize execution of close-out documentation as presented.

ATTACHMENTS:
1. Business Agenda Item 3- NRCS Watershed Protection Program Drainage Project Change Order 1

2. Business Agenda Item 3 - NRCS Emergency Watershed Protection Program Drainage Project Change Order 2
3. Change Order #2 (Summary)
4. Certificate of Substantial Completion
5. Pay App #3
6. Recommendation Letter

Change Order

OWNER:
The City of Gautier
3330 US-90
Gautier, MS 39553

CHANGE ORDER NUMBER: 002
DATE: September 19, 2018

CONTRACTOR:
J.E. Talley Construction, Inc.
1711 Prospect Avenue
Pascagoula, MS 39567

ENGINEER: Seymour Engineering, PLLC

PROJECT TITLE: NRCS Debris and Sediment Removal, Gr. No. 68-4423-17-222

SUMMARY:
This Change Order serves to as the Summary Change Order true up the Contract time to reflect the actual time needed to complete the project. Due to inclement weather and saturated ground conditions, the project was completed on August 31, 2018 rather than August 24, 2018. With that said, this Change Order will increase the contract time by 7 days.

This Change Order will not change the Contract Price.

TOTAL THIS CHANGE ORDER
Not valid until signed by the Owner, Engineer and Contractor.

The original Contract Sum	$	235,257.60
Net change by previously authorized Change Orders	$	21,427.20
The Contract Sum prior to this Change Order was	$	256,684.80
The Contract Sum will now Change (+)	$	0.00
The new Contract Sum including this Change Order will be	$	256,684.80

The original Contract Time	90 Days
Net change by previously authorized Change Orders	19 Days
The Date of Substantial Completion prior to this Change Order	August 24, 2018
The contract time will now Change (+)	7 Days
The new Date of Substantial Completion including this Change will be	August 31, 2018

CONTRACTOR	ENGINEER	OWNER
By:	By: D. Tre Bryant	By:
Date: 9-21-18	Date: 9/19/2018	Date:

Certificate of Substantial Completion

Project: NRCS Debris and Sediment Removal, Grant No. 68-4423-17-222	Owner: City of Gautier	Owner's Contract No.:
Contract: NRCS Debris and Sediment Removal, Grant Award No. 68-4423-17-222		Date of Contract: 3-24-2018
Contractor: J.E. Talley Construction, Inc., 1711 Prospect Avenue, Pascagoula, MS 39567		Engineer's Project No.: 17-066.02

This [tentative] [definitive] Certificate of Substantial Completion applies to:

☒ All Work under the Contract Documents: ☐ The following specified portions:

August 31, 2018

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A definitive list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

☐ Amended Responsibilities ☒ Not Amended

Owner's Amended Responsibilities:

N/A

Contractor's Amended Responsibilities:

N/A

The following documents are attached to and made part of this Certificate:

CERTIFICATE OF SUBSTANTIAL COMPLETION MEMO #1

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

D. Rust Bryant — September 5, 2018

Executed by Engineer — Date

J E Talley — 9/21/18

Accepted by Contractor — Date

Accepted by Owner — Date

CERTIFICATE OF SUBSTANTIAL COMPLETION

SEPTEMBER 6, 2018

MEMO #1

RE: NRCS Debris and Sediment Removal, Grant Award No. 68-4423-17-222

This Certificate of Substantial Completion serves to cease the Contract Time on August 31, 2018. A final walk through of each alignment at periodic intervals when alignments were completed to determine the level of completion and punch list items were noted and addressed accordingly. There are no outstanding punch list items at this time to be addressed.

JE Talley Construction Inc

1711 Prospect Ave
Pascagoula, MS 39567
Phone: 228-762-0754 FAX: 228-769-6958

August 31, 2018

Seymour Engineering
Attn: Durlon Reed Bryant, PE
925 Tommy Munro Drive, Suite G
Biloxi, MS 39535

RE: Natural Resources Conservation Service Debris and Sediment Removal
Grant Award No: 68-4423-17-222
Gautier, Mississippi

Ms. Bryant,

At this time JE Talley Construction, Inc has completed the required work as outlined in the contract documents. I request inspection for Substantial Completion on the above referenced project,

If you require additional information, or have any questions, please contact me.

Sincerely,

Joseph E. Talley Jr
Vice President
JE Talley Construction, Inc
228-217-5056

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER:
The City of Gautier

PROJECT: NRCS Debris and Sediment Removal, Grant Award No. 68-4423-17-222

APPLICATION NO: Three

PERIOD TO: August 31, 2018

Distribution to:
- [X] OWNER
- [ ] ARCHITECT
- [X] CONTRACTOR
- [X] ENGINEER
- [ ]

FROM CONTRACTOR:
J.E. Talley Construction, Inc.

VIA ARCHITECT: Seymour Engineering, PLLC

PROJECT NOS: NRCS - 68-4423-17-222
SE - 17-066.02

CONTRACT FOR: Debris and Sediment Removal

CONTRACT DATE: March 21, 2018

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 235,257.60
2. Net change by Change Orders		$ 21,427.20
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 256,684.80
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 256,684.80
5. RETAINAGE:		
a. 0 % of Completed Work (Column D + E on G703)	$ 0.00	
b. ____ % of Stored Material (Column F on G703)	$ 0	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 256,684.80
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 231,016.32
8. CURRENT PAYMENT DUE		$ 25,668.48
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$21,427.20	$0.00
Total approved this Month	$0.00	$0.00
TOTALS	$21,427.20	$0.00
NET CHANGES by Change Order	$21,427.20	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: 9/25/18

Joseph E. Talley Jr, Vice President

State of: Mississippi County of: Jackson

Subscribed and sworn to before me this 25th day of September, 2018

Notary Public: Mary L. Johnson

My Commission expires: 12/26/19

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 100934 MARY L. JOHNSON Commission Expires Dec. 26, 2019 JACKSON COUNTY

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ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 25,668.48

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)

~~ARCHITECT:~~ ENGINEER

By: _____ Date: 9/28/2018

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: Three
APPLICATION DATE: 9/21/18
PERIOD TO: 8/31/18
ARCHITECT'S PROJECT NO: 17-066.02

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	DEBRIS AND SEDIMENT REMOVAL (ALL AREAS)	$251,884.80	$251,884.80	$0.00	$0.00	$251,884.80	100.00%	$0.00	$0.00
2	TAIL DITCH (LENGTH VARIES)(AREA 4)	$4,800.00	$4,800.00	$0.00	$0.00	$4,800.00	100.00%	$0.00	$0.00
	GRAND TOTALS	$256,684.80	$256,684.80	$0.00	$0.00	$256,684.80	100.00%	$0.00	$0.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

AIA DOCUMENT G703 · CONTINUATION SHEET FOR G702 · 1992 EDITION · AIA® · © 1992
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5232

SEYMOUR ENGINEERING

September 28, 2018

Paula Yancey
City Manager
City of Gautier
3330 US Highway 90
Gautier, MS 39553

RE: NRCS Debris Removal, City of Gautier, Grant No. 68-4423-17-222
Project Closeout with J.E. Talley Construction, Inc.

Dear Ms. Yancey,

Enclosed you will find the Certificate of Substantial Completion for consideration of approval by the City Council at the next meeting. The date specified for completion on the certificate is August 31, 2018, which is the date the Contractor completed the project. I recommend the City approve this Certificate of Substantial Completion for August 31, 2018.

Also enclosed you will find Change Order #2. Due to inclement weather and saturated working conditions, the project's completion was delayed from August 24, 2018 to August 31, 2018. This Change Order #2 serves as the Summary Change Order to increase the contract time to reflect the actual time needed to complete the project. I recommend that the City approve this Change Order #2, effectively extending the contract date to August 31, 2018.

Lastly, you will find enclosed Pay Application #3 (release of retainage) to be considered for payment at the next City Council meeting. J.E. Talley Construction has completed all work in association with their contract and has provided the proper Affidavits and Sureties. With that said, I recommend the City release retainage and pay J.E. Talley Construction, Inc. in the amount of $25,668.48, effectively closing out the Contract.

Please do not hesitate to call me should you have any questions or concerns.

Respectfully,
SEYMOUR ENGINEERING

D. Reed Bryant

Durlon Reed Bryant, P.E.
Project Engineer

Enclosures: Certificate of Substantial Completion
Change Order #2 (Summary)
Pay Application #3 along with:
Consent of Surety to Final Payment
Contractor's Affidavit of Payment of Debts and Claims
Contractor's Affidavit of Release of Liens

925 Tommy Munro Dr., Suite G, Biloxi, MS 39535
Phone: 228-385-2350 Fax: 228-385-2353
se@seymoureng.com www.seymoureng.com

Councilwoman Martin made the motion to approve the order increasing Solid Waste Charges, as presented. Councilman George seconded the motion. The vote was carried by majority. Ayes were Mayor Torjusen, Councilwoman Martin, Councilman George, Councilman Jackson, and Councilman Anderson. Nays were Councilman Vaughan and Councilman Colledge.

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

ORDER NUMBER 208-2018

WHEREAS, the City of Gautier was recently required to invite requests for proposals for solid waste collection and disposal services; and

WHEREAS, Waste Pro of Mississippi was ultimately awarded the solid waste collection and disposal contract; and

WHEREAS, the terms negotiated between Waste Pro of Mississippi and the City of Gautier have resulted in increased contractual obligations to the City;

WHEREAS, the City of Gautier intends to increase the amount charged to each solid waste customer from $17.00 to $21.00; and

WHEREAS, the purpose of the increase is to cover the additional monetary obligations in the new agreement with Waste Pro of Mississippi;

WHEREAS, the City has published notice of this proposed increase in accordance with Miss. Code Ann. § 21-19-2;

IT IS HEREBY ORDERED that the City of Gautier increases customer charges related to solid waste collection and disposal from $17.00 to $21.00 monthly.

IT IS FURTHER ORDERED that the comprehensive fee schedule is hereby revised and amended to reflect these changes.

IT IS FURTHER ORDERED that the City shall notify each person furnished with these services of the increase in charges by placing a conspicuous notice in the first bill on which the increased charges are assessed.

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

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
Rusty Anderson

NAYS: **Casey Vaughan**
Adam Colledge

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 16, 2018.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager

From: Cynthia Russell, City Clerk

Date: September 24, 2018

Subject: Revisions to FY 2018 Comprehensive Fee Schedule

REQUEST:
City Council authorization is requested for the revisions to the Public Works/Utilities Fee Schedule. Changes include and increase to the Solid Waste Fee from $17.00 monthly to $21.00 monthly for residential and commercial customers.

BACKGROUND:
The City of Gautier recently required requests for proposals for the solid waste collection and disposal services. Waste Pro of Mississippi was awarded the Solid Waste Contract and terms negotiated between the City of Gautier and Waste Pro of Mississippi resulted in increased contractual obligation to the City. The purpose of the increase is to cover the additional monetary obligations in the new Solid Waste agreement.

RECOMMENDATION:
The City Council may:

1. Approve the Comprehensive Fee Schedule with changes; or
2. Not approve the Comprehensive Fee Schedule.

ATTACHMENT(S):
None

Councilwoman Martin made the motion to approve the Professional Services agreement with Seymour Engineering for work associated with the 2018 NRCS Drainage Grant Project, as presented. Councilman George seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 209-2018

WHEREAS, The Emergency Watershed Protection Program (EWP) was established by Congress to respond to emergencies created by natural disasters; and

WHEREAS, the EWP Program is designed to help people and conserve natural resources by relieving imminent hazards to life and property caused by floods, fires, drought, windstorms, and other natural occurrences; and

WHEREAS, the City was notified via email on June 6, 2018 that it had received an estimated $133,031.25 ($120,937.50 for construction and $12,093.75 for engineering) in Emergency Watershed Protection Program grant funds for drainage work in various locations across the City; and

WHEREAS, the grant can be used to fund 75 percent of the construction amount and another 7.5 percent toward engineering costs, but the city must match 17.5 percent of the total project cost. The local match is $40,312.50. The City has remaining funds provided by Jackson County for the 2017 round of NRCS funding that will cover the local match; and

WHEREAS, this project includes 1,500 feet of debris removal on Brown Road and bank erosion repairs (grouted rock riprap) at Pamela Drive, Perkinston Road, South Haven Road, and Woodbury Road; and

WHEREAS, the work approved under this agreement is not to exceed $34,500; and

WHEREAS, approval of this agreement is in the best interest of the City of Gautier; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the professional service agreement with Seymour Engineering for work associated with the 2018 NRCS Drainage Grant Project is hereby approved;

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

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 October 16, 2018.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 10/09/2018
Subject: NRCS Drainage Grant Project (2018 Round of Funding) – Professional Services Agreement with Seymour Engineering

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REQUEST:
The Grants and Projects Department requests City Council authorization to enter into a professional services agreement with Seymour Engineering for work associated with the 2018 NRCS drainage grant project in an amount not to exceed $34,500.

BACKGROUND:
The Emergency Watershed Protection Program (EWP) was established by Congress to respond to emergencies created by natural disasters. The EWP Program is designed to help people and conserve natural resources by relieving imminent hazards to life and property caused by floods, fires, drought, windstorms, and other natural occurrences. The U.S. Department of Agriculture's Natural Resources Conservation Service (NRCS) administers the EWP Program.

The City was notified via email on June 6, 2018, that it had received an estimated $133,031.25 ($120,937.50 for construction and $12,093.75 for engineering) in Emergency Watershed Protection Program grant funds for drainage work in various locations across the City. The grant can be used to fund 75 percent of the construction amount and another 7.5 percent toward engineering costs. The city must match 17.5 percent of the total project cost. The local match is $40,312.50. The City has remaining funds provided by Jackson County for the 2017 round of NRCS funding that will cover the local match.

This project includes 1,500 feet of debris removal on Brown Road and bank erosion repairs (grouted rock riprap) at Pamela Drive, Perkinston Road, South Haven Road, and Woodbury Road.

DISCUSSION:
Seymour will provide engineering design, bidding phase, environmental permitting, construction administration, resident project representation, and topographic survey for design related to the NRCS drainage grant.

RECOMMENDATION:
The Grants and Projects Department recommends that City Council authorize entering into a professional services agreement with Seymour Engineering for work associated with the 2018 NRCS drainage grant project in an amount not to exceed $34,500.

The City Council may:
1) Approve entering into a professional services agreement with Seymour Engineering for the NRCS drainage grant project as presented; or
2) Not approve entering into a professional services agreement with Seymour Engineering for the NRCS drainage grant project as presented.

ATTACHMENTS:
1. Seymour Engineering Contract

STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of _____, 2018, between the City of Gautier (OWNER) and Seymour Engineering, 925 Tommy Munro Drive, Suite G, Biloxi, Mississippi 39532 (ENGINEER). OWNER intends to perform drainage work in various locations across the City as outlined in Exhibit D in Gautier, Mississippi (hereinafter called the Project).

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

SECTION 1-BASIC SERVICES OF ENGINEER

1.1 General.

1.1.1. ENGINEER shall provide for OWNER professional engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as OWNER's professional engineering representative for the Project, providing professional engineering consultation and advice and furnishing customary civil engineering services, including but not limited to, all services required or requested by OWNER in connection with obtaining any permits required by an governmental agency or authority in connection with the project.

1.2 Preliminary Design.

1.2.1 ENGINEER shall provide preliminary design for the project. Upon completion of preliminary design, ENGINEER shall meet with OWNER to review documents. Upon acceptance by OWNER, ENGINEER shall commence with Final Design Documents.

1.3. Final Design Phase.

After written authorization to proceed with the Final Design Phase, ENGINEER shall:

1.3.1 On the basis of the accepted Preliminary Design documents and the revised opinion of probable Total Project Costs prepare for incorporation in the Project Documents final drawings to show the general scope, extent and character of the work to be furnished and performed by Contractor(s) (hereinafter called "Drawings") and Specifications (which will be prepared in conformance with the sixteen division format of the construction specifications Institute).

1.3.2 Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist OWNER in consultations with appropriate authorities.

1.3.3 Advise OWNER of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent or character or design requirements of the Project or Construction Costs. Furnish to OWNER a revised opinion of probable Total Project Costs based on the Drawings and Specifications. Total project

cost for purposes of determining engineering fees excludes mitigation, relocation or any other costs not directly involving the actual construction or building of the project.

1.3.4 Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders (all of which shall be consistent with the forms and pertinent guide sheets prepared by the Engineers Joint Contract Documents Committee), and assist in the preparation of other related documents.

1.3.5 Furnish copies of the above documents and of the Drawings and Specifications and present and review them in person with OWNER.

1.4 Bidding or Negotiating Phase.

After written authorization to proceed with the Bidding or Negotiating Phase, ENGINEER shall:

1.4.1 Assist OWNER in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences and receive and process deposits for Bidding Documents.

1.4.2 Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.

1.4.3 Advise OWNER as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.

1.4.4 Advise OWNER concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

1.4.5 Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

1.5. Construction Phase.

During the Construction Phase:

1.5.1 *General Administration of Construction Contract*. ENGINEER shall consult with and advise OWNER and act as OWNER's representative. All of OWNER's instructions to Contractor(s) will be issued through ENGINEER as instructed by Owner.

1.5.2 *Visits to Site and Observation of Construction.* In connection with observations of the work of Contractor(s) while it is in progress:

> 1.5.2.1. ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. In addition, ENGINEER shall provide the services of a Resident Project Representative (and assistants) at the site to assist ENGINEER and to provide more continuous observation of such work. Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Project Documents and ENGINEER shall keep OWNER informed of the progress of the work.
>
> 1.5.2.2. The Resident Project Representative (and any assistants) will be ENGINEER's agent or employee and under ENGINEER's supervision. The duties and responsibilities of the Resident Project Representative

(and assistants) are set forth in Exhibit A "Duties, Responsibilities and Limitation of Authority of Resident Project Representative".

1.5.2.3. The purpose of Engineer's visits to and representation by the Resident Project Representative (and assistants, if any) at the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Project Documents and that the integrity of the design concept as reflected in the Project Documents has been implemented and preserved by Contractor(s). On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Project Documents.

1.5.3 *Defective Work.* During such visits and on the basis of such observations, ENGINEER may disapprove of or reject Contractor(s)' work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Project Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Project Documents.

1.5.4 *Interpretations and Clarifications.* ENGINEER shall issue necessary interpretations and clarifications of the Project Documents and in connection therewith and prepare work directive changes and change orders as required.

1.5.5 *Shop Drawings.* ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings, samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Project Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

1.5.6 *Substitutes.* ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).

1.5.7 *Inspections and Tests.* ENGINEER shall have authority, as OWNER's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Project Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Project Documents).

1.5.8 *Disputes between OWNER and Contractor.* Engineer shall act as initial interpreter of the requirements of the Project Documents and judge of the acceptability of the work thereunder and make recommendations on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Project Documents pertaining to the execution and progress of the work. To the extent allowable under Mississippi law, ENGINEER shall not be liable for the results of any such interpretations or decisions rendered in good faith.

1.5.9 *Applications for Payment.* Based on on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:

1.5.9.1. ENGINEER shall determine the amounts owing to Contractor(s) and recommend in writing payment to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of ENGINEER's knowledge, information and belief, the quality of such work is generally in accordance with the Project Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Project Documents and to any other qualifications stated in the recommendation). In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Project Documents).

1.5.9.2. By recommending any payment ENGINEER will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Project Documents. ENGINEER's review of Contractor(s)' work for the purposes of recommending payments will not impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and CONTRACTOR that might affect the amount that should be paid.

1.5.10 *Contractor(s)' Completion Documents*. ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Project Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Project Documents); and shall transmit them to OWNER with written comments.

1.5.11 *Inspections*. ENGINEER shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor(s) and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph 1.4.9.2.

1.5.12 *Limitation of Responsibilities*. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work: however, nothing contained in paragraphs 1.1 thru 1.4.12 inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties and responsibilities assumed by ENGINEER in the Project Documents.

1.5.13 *Indemnification*. ENGINEER shall defend, indemnify and hold harmless OWNER, its agents, servants, employees, successors and assigns from actions, causes, suits, costs, claims, damages, expenses and demands whatsoever in law or in equity, including but not limited to attorneys' fees, with respect to, or on account of, any injury, including bodily injury, disability or death, or damages to property, including loss of the use thereof, in any way attributable to or in connection with performance of Engineer under this Contract.

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1. Services Requiring Authorization in Advance.
If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1 through 2.1.3, inclusive. These services are not included as part of Basic Services; these will be paid for by OWNER, as indicated in Section 3.

2.1.1. Assistance in connection with bid protests, rebidding or renegotiating Project for construction, materials, equipment or services.

2.1.2. Providing any type of property surveys or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

2.1.3. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project.

PERCENTAGE METHOD OF PAYMENT

SECTION 3 - PAYMENTS TO ENGINEER

3.1. Methods of Payment for Services and Expenses of ENGINEER.

3.1.1. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as follows:

3.1.1.1. *Payment to Engineer for Basic Services.* ENGINEER shall be paid the total amount outlined in Exhibit C:

3.1.1.2 ENGINEER shall be paid monthly based upon the percentage complete of the phase of the project on which ENGINEER is working.

3.1.2. *For additional Services.* OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

3.1.2.1. *General.* For Additional Services of ENGINEER's principals and employees engaged directly on the Project and rendered pursuant to paragraph 2.1. (except services as a consultant or witness under paragraph 2.1.3), at standard hourly rates for services rendered by principals and employees assigned to resident project representation, as shown in Exhibit B.

3.1.2.2. *Serving as a Witness.* For services rendered by ENGINEER's principals and employees as consultants or witnesses in any litigation, arbitration or other legal or administrative proceeding in accordance with paragraph 2.1.3. at the rate agreed to by both parties before the start of such additional service.

3.2 Times of Payments.

3.2.1. ENGINEER shall submit statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt undisputed payments in response to ENGINEER's statements in accordance with its claims docket and state law.

SECTION 4 - GENERAL CONSIDERATION

4.1. Termination.

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. The ENGINEER understands that this Contract is voidable by any newly elected City Council upon taking office.

4.2. Reuse of Documents.

All documents including Drawings and Specifications prepared or furnished by ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this Agreement are instruments of service and shall be owned by OWNER, whether or not the project is completed. However, OWNER may not reuse the documents without authorization of ENGINEER and should the OWNER do so, OWNER shall do so at OWNERS sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's independent professional associates or consultants.

4.3. Insurance.

4.3.1. ENGINEER shall procure and maintain insurance for protection from claims under workers compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.

4.3.2. Also ENGINEER shall procure and maintain professional liability insurance for protection from claims arising out of professional services caused by a negligent error, omission or act for which the insured is legally liable; such professional liability insurance shall provide coverage in the amount of $1,000,000 and shall name OWNER as an additional insured. ENGINEER shall deliver to OWNER a certificate evidencing the assurance of such a policy.

4.4. Controlling Law.

This Agreement is to be governed by the law of a the State of Mississippi.

4.5. Successors and Assigns.

4.5.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, representatives, administrators and assigns of OWNER and ENGINEER (and to the extent permitted by paragraph 4.5.2. that assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partner successors, executors, administrators and legal representatives (and said assigns) of such other party, respect of all covenants, agreements and obligations of this Agreement.

4.5.2. Neither OWNER nor ENGINEER shall assign sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandate by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in and written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder. ENGINEER may subcontract portions of the services under this Agreement, subject to the written approval of OWNER and reflected on its minutes.

4.5.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

SECTION 5 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES.

5.1 This Agreement is subject to the following special provisions.

5.1.1 The Final Design and Construction Phases of this Contract between the City of Gautier and Seymour Engineering, are subject to the availability and amount of funding for this project.

5.2 The following Exhibits are attached to and made a part of this Agreement:

5.2.1 Exhibit A Duties, Responsibilities and Limitations of Authority of Resident Project Representative consisting of 3 pages.

5.2.2 Exhibit B Seymour Engineering Man-Hour Fee Schedule, consisting of 1 page.

5.2.3 Exhibit C Payments to Engineer, consisting of 1 page.

5.2.4 Exhibit D Areas Approved for Drainage Work, consisting of 1 page.

5.3 This Agreement (consisting of pages 1 to 14, inclusive) together with the Exhibits and Schedules identified above constitute the entire agreement between OWNER and ENGINEER and superseded all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

_____ _____

OWNER: DATE:

PAULA YANCEY, CITY MANAGER
CITY OF GAUTIER

ADDRESS FOR GIVING NOTICES:

3330 US-90
GAUTIER, MS 39553

_____ _____

ENGINEER: DATE:

MARK M. SEYMOUR, JR., P.E.
SEYMOUR ENGINEERING

ADDRESS FOR GIVING NOTICES:

925 TOMMY MUNRO DRIVE, SUITE G
BILOXI, MISSISSIPPI 39532

EXHIBIT A
TO AGREEMENT BETWEEN OWNER
AND ENGINEER FOR PROFESSIONAL SERVICES,
(for use with No. 1910-1. 1984 Edition)

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

This is an Exhibit attached to, made a part of and incorporated by reference with the Agreement made on **_____, 2018**, between the City of Gautier (OWNER) and SEYMOUR ENGINEERING (ENGINEER) providing for professional engineering services.

ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to ENGINEER in observing performance of the work of Contractor.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants. ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR's failure to perform the Work in accordance with the Project Documents.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the Project Contract Documents, and are further limited and described as follows:

A. GENERAL

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of the ENGINEER.

B. DUTIES AND RESPONSIBILITIES OF RPR

1. Schedules: Review the progress schedules, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.

2. Conferences and Meetings: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project related meetings, and prepare and circulate copies of minutes thereof.

3. Liaison:

    a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Project Documents; and assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.

    b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.

4. Shop Drawings and Samples:

    a. Record date of receipt of Shop Drawings and samples.

b. Receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination.

c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.

5. Review of Work, Rejection of Defective Work, Inspections and Tests:

a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Project Documents.

b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Project Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER or Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.

d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.

6. Interpretation of Project Documents: Report to ENGINEER when clarifications and interpretations of the Project Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.

7. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.

8. Records

a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Project Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Project Documents, progress reports, and other Project related documents.

b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.

c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

9. Reports

a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.

b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.

c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.

d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.

10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedures for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site, but not incorporated in the Work.

11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Project Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.

12. Completion

a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.

b. Conduct final inspection in the company of ENGINEER, OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.

c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. LIMITATIONS OF AUTHORITY - Resident Project Representative:

1. Shall not authorize any deviation from the Project Documents or substitution of materials or equipment, unless authorized by ENGINEER.

2. Shall not exceed limitations of ENGINEER's authority as set forth in the Project Documents.

3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.

4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advise or directions are specifically required by the Project Documents.

5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.

6. Shall not accept Shop Drawings or sample submittals from anyone other than Contractor.

7. Shall not authorize OWNER to occupy the Project in whole or in part.

8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

EXHIBIT B

STANDARD HOURLY RATES

PRINCIPAL ENGINEER (P.E.)	$200.00/HOUR
SENIOR STRUCTURAL/CIVIL ENGINEER (P.E.)	$175.00/HOUR
ENGINEER (P.E.)	$160.00/HOUR
PROJECT MANAGER	$150.00/HOUR
ENGINEER (E.I.T.)	$140.00/HOUR
ENVIRONMENTAL SCIENTIST	$125.00/HOUR
SENIOR ENGINEERING TECHNICIAN	$105.00/HOUR
ENGINEERING TECHNICIAN	$75.00/HOUR
DESIGN/CADD TECHNICIAN	$95.00/HOUR
DRAFTSMAN (CADD)	$75.00/HOUR
ADMINISTRATIVE ASSISTANT/SPECIFICATIONS TECHNICIAN	$60.00/HOUR
CLERICAL	$50.00/HOUR
SURVEY TECHNICIAN (P.L.S.)	$120.00/HOUR
SURVEY ASSISTANT	$75.00/HOUR
SURVEY CREW (TWO-MAN)	$140.00/HOUR
SURVEY CREW (THREE-MAN)	$150.00/HOUR
SURVEY CREW (GLOBAL POSITIONING SYSTEM)	$150.00/HOUR
HYDROGRAPHIC SURVEY CREW	$175.00/HOUR
BOAT RENTAL AND OPERATOR (minimum 4 hours)	$135.00/HOUR

REIMBURSABLE

TRAVEL, LODGING, SHIPPING AND REPRODUCTION COSTS SHALL BE REIMBURSABLE EXPENSES BILLED TO THE PROJECT.

EXHIBIT C

PAYMENTS OF ENGINEER

ENGINEERING FEE SUMMARY

BASIC SERVICES:

ENGINEERING DESIGN	$9,000.00
BIDDING PHASE	$2,500.00
CONSTRUCTION GENERAL ADMINISTRATION/ RESIDENT PROJECT REPRESENTATIVE	$10,800.00

ADDITIONAL SERVICES

TOPOGRAPHIC SURVEY FOR DESIGN	$7,200.00
ENVIRONMENTAL PERMITTING	$5,000.00

ENGINEERING LUMP SUM FEE TOTAL	**$34,500.00**

EXHIBIT D

NRCS 2018 APPROVED AREAS

AREAS APPROVED FOR DRAINAGE WORK INCLUDE:

1. Pamela Drive – Severe bank erosion; 140’ North of Pamela Dr/Tulane Dr.

2. Brown Road – Channel blocked by sediment and debris; 300’ downstream of bank erosion on Pamela Drive.

3. Perkinston Road – Severe bank erosion; 450’ North of Intersection with Pamela Drive.

4. South Haven Road – Severe bank erosion; Midways between Southhaven Drive and Springfield Drive.

5. Woodbury Road – Severe bank erosion; 130’ before curve on Woodbury.

Councilman Colledge made the motion to accept bids on the Pine Cone Drive Spillway Project and award and execute a contract with Advanced Construction and Development in an amount not to exceed $102,000.00, as presented. Councilman Anderson seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 210-2018

WHEREAS, on October 8, 2018, the project engineering, Seymour Engineering, received sealed bids for four contractors for the Pine Cone Drive Spillway project; and

WHEREAS, the City of Gautier received four bids with the lowest bid being Advanced Construction and Development with the bid being under the engineer's construction estimate of $148,920.00; and

WHEREAS, Seymour Engineering recommends awarding this contract to Advanced Construction and Development as the lowest and best bid, in an amount not to exceed $102,000.00; and

WHEREAS, the Mayor and Council Members hereby find that Advanced Construction Development has submitted the lowest and best bid;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Award and Execution of a Contract with Advanced Construction Development for the Pine Cone Drive Spillway project is hereby authorized.

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

Motion was made by **Councilman Colledge** seconded by **Councilman Anderson** 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 October 16, 2018.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: October 10, 2018
Subject: Pine Cone Drive Spillway - Acceptance of Bids and Contract Award

---

REQUEST:
The Grants and Projects Department requests that City Council accept bids on the Pine Cone Drive Spillway project and award and execute a contract with the low bidder, Advanced Construction and Development, in an amount not to exceed $102,000.

BACKGROUND:
The current concrete spillway across Pine Cone is a 50-year-old (or older) concrete slab that is shaped to guide the water across the road. Over the years, the base below the slab has settled or washed away. This lack of base support has left the slab vulnerable to failure from heavy loads that drive across it. A portion of the existing slab is displaying shear failure, which could lead to a larger failure forcing closure of the road. This project will remove the existing spillway slab, repair the base beneath the slab, and pour a new slab with some improvements on the downstream side. Seymour Engineering is performing engineering services related to this project.

DISCUSSION:
Sealed bids were received from four contractors and were opened Oct. 8, 2018. The low bidder was Advanced Construction and Development. This bid came in under the engineer's construction estimate of $148,920. The engineer has reviewed the bidder's qualifications and recommends that the contract be awarded. Jackson County has provided the funds for this project.

RECOMMENDATION:
The Grants and Projects Department recommends that City Council accept bids on the Pine Cone Drive Spillway project and award and execute a contract with the low bidder, Advanced Construction and Development, in an amount not to exceed $102,000.

The City Council may:

1. Accept the bids and authorize the award and execution of the contract; or
2. Reject all bids and modify the scope of the project; or
3. Reject all bids and re-advertise.

ATTACHMENT(S):

1. Recommendation Letter/Official Bid Tabulation
2. Contract

PINE CONE DRIVE SPILLWAY
JACKSON COUNTY, MS
Project No. 18-066.06

BID TABULATION

Bid Date: October 8, 2018 1:30 p.m. **Bid Place:** Gautier City Hall

CONTRACTOR NAME	CERTIFICATE OF RESPONSIBILITY	COMBINED BID
Advanced Construction and Development	20916-MC	$ 102,000.00
DCD Construction, Inc.	13234-MC	$ 142,830.00
K.R. Borries Construction	06123-SC	$ 119,500.00
Twin L Construction, Inc.	08365-MC	$ 250,693.20

EDWARD L. HAYS REGISTERED PROFESSIONAL ENGINEER 15642 STATE OF MISSISSIPPI

10/9/18

Certified by: Edward L. Hays

SEYMOUR ENGINEERING

October 9, 2018

Ms. April Stennett
Grants & Project Administrator
City of Gautier
3330 US 90
Gautier, MS 39553

RE: Pine Cone Drive Spillway
Acknowledgment of Receipt of Bids and Recommendation of Award

Dear April,

On October 8, 2018, bids were received for the above referenced project. I have reviewed the bids and have attached the Certified Bid Tabulation. I have also reviewed the low bidder's qualifications and I am satisfied that Advanced Construction and Development is qualified to perform the work. It is therefore recommended that the City of Gautier award the contract to Advanced Construction and Development at their low bid of $102,000.00 to perform the work as described in the bid documents.

I also have enclosed the original bid packages that were submitted.

If you have any questions, please do not hesitate to contact me.

Respectfully submitted,
SEYMOUR ENGINEERING

Edward L. Hogg

Edward "Ned" L. Hogg, P.E.

ELG/tmp

Enclosures: Certified Bid Tabulation
Original Bid Packages

ENGINEERING • SURVEYING • ENVIRONMENTAL
925 Tommy Munro Dr., Ste. G, Biloxi, MS 39532 Phone: 228-385-2350 Fax: 228-385-2353
Email: se@seymoureng.com Web: www.seymoureng.com

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification.

SUGGESTED FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by

The Associated General Contractors of America

Construction Specifications Institute

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EJCDC
SUGGESTED FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between **CITY OF GAUTIER**

(Owner) and _____

(Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

PINE CONE DRIVE SPILLWAY

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by

Seymour Engineering
925 Tommy Munro Drive, Suite G
Biloxi, MS 39532

(Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

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ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within **60** days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within **60** days after the date when the Contract Times commence to run.

SIXTY (60) CONSECUTIVE CALENDAR DAYS FOLLOWING THE "NOTICE TO PROCEED"

4.03 Liquidated Damages - "LIQUIDATED DAMAGES IN THE SUM OF **$300.00** FOR EACH CONSECUTIVE CALENDAR DAY THEREAFTER SHALL BE ASSESSED."

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner **$300.00** for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner **$300.00** for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

A. For all Work other than Unit Price Work, a Lump Sum of: N/A

_____ ($_____)
(words) (numerals)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.B:

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

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UNIT PRICE WORK									
Item No.	Description				Unit	Estimated Quantity	Unit Price		Estimated
	N/A								
	TOTAL OF ALL ESTIMATED PRICES								$_____
					(words)				(numerals)

C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Provided that an Application for Payment is received by the Engineer not later than the 20th day of a month, the Owner shall make payment to the Contractor not later than 45 days. If an application for Payment is received by the Engineer after the application date fixed above, payment shall be made by the Owner not later than 60 days after the Engineer receives the Application for Payment All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

a. 90% percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95% percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 100% percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

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ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 0 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

K. The Contractor will name **Seymour Engineering** and the **City of Gautier** as additional insureds on all general liability insurance provided by this Contractor to complete the scope of work in this Agreement. Contractor shall provide a Waiver of Subrogation to **Seymour Engineering** and the **City of Gautier** in respect to workers compensation.

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ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 8, inclusive).

2. Performance bond (pages 1 to 3, inclusive).

3. Payment bond (pages 1 to 3, inclusive).

4. Other bonds (pages _____ to _____, inclusive).

a. _____ (pages _____ to _____, inclusive).

b. _____ (pages _____ to _____, inclusive).

c. _____ (pages _____ to _____, inclusive).

5. General Conditions (pages 1 to 43, inclusive).

6. Supplementary Conditions (pages 1 to 14 inclusive).

7. Specifications as listed in the table of contents of the Project Manual.

8. Drawings consisting of 6 sheets with each sheet bearing the following general title: **Pine Cone Drive Spillway** (or) the Drawings listed on attached sheet index.

9. Addenda (numbers _____ to _____, inclusive).

10. Exhibits to this Agreement (enumerated as follows):

a. Contractor's Bid (pages 1 to 2, inclusive).

b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).

c. _____.

11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

a. Notice to Proceed (pages 1 to 1 inclusive).

b. Work Change Directives.

c. Change Order(s).

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

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ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Other Provisions

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

.

This Agreement will be effective on _____, 2018 (which is the Effective Date of the Agreement).

OWNER:

THE CITY OF GAUTIER, MISSISSIPPI

By: **PAULA YANCEY**

Title: **CITY MANAGER**

[CORPORATE SEAL]

Attest: _____

Title: _____

Address for giving notices:

THE CITY OF GAUTIER, MISSISSIPPI

3330 HIGHWAY 90

GAUTIER, MS 39553

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

CONTRACTOR:

_____

By: _____

Title: _____

[CORPORATE SEAL]

Attest: _____

Title: _____

Address for giving notices:

_____

_____

_____

License No.: _____
(Where applicable)

Agent for service or process: _____

_____

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

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Councilwoman Martin made the motion to approve the Ordinance setting the salaries of Mayor and Council Members, as presented. Councilman George seconded the motion. The vote was passed by majority. Ayes were Mayor Torjusen, Councilwoman Martin, Councilman George, Councilman Jackson, and Councilman Anderson. Nays were Councilman Vaughan and Councilman Colledge.

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

ORDINANCE NUMBER 247-2018

AN ORDINANCE OF THE CITY COUNCIL OF GAUTIER, MISSISSIPPI, SETTING THE SALARIES OF THE MAYOR AND CITY COUNCIL MEMBERS

WHEREAS, in 1986 a previous administration originally set the salaries of the Mayor and Council Members by ordinance; and

WHEREAS, the salaries set at that time were $600.00 per month for the Mayor, and $500.00 per month for City Council Members; and

WHEREAS, these salaries have not been increased since that time; and

WHEREAS, the Mayor and City Council Members hereby find that an adjustment of these salaries is in the best interests of the City;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI:

SECTION 1. The Mayor of the City of Gautier, Mississippi shall receive compensation of $800.00 per month.

SECTION 2. The City Council Members of Gautier, Mississippi shall receive compensation of $700.00 per month.

SECTION 3. All provisions of the ordinances of the City in conflict with the provisions of this ordinance, and specifically Ordinance No. 7, shall be and the same are hereby repealed

and all other provisions of the ordinances of the City not in conflict with the provisions of this section shall remain in full force and effect.

SECTION 4. Should any sentence, paragraph subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole and, to that extent, the same shall remain in full force and effect.

SECTION 5. This ordinance shall become effective after passage and in accordance with State law.

Thereupon, upon motion duly made by **Councilwoman Martin**, seconded by **Councilman George** to adopt the foregoing ordinance and received the following votes:

AYES: Phil Torjusen
Mary Martin
Cameron George
Richard Jackson
Rusty Anderson

NAYS: Casey Vaughan
Adam Colledge

Thereupon, the Mayor declared said Ordinance approved, passed and adopted on this the 16th day of October, 2018.

_____
Phil Torjusen, Mayor

Attest: _____
Cynthia Russell
City Clerk

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 Colledge seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 211-2018

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 Colledge** 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 October 16, 2018.

Docket of Claims
Release date from 10/16/2018 thru 10/16/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SECURE NETWORKS LLC	190001	10/16/2018	10/01/2018			2,430.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-698 NOV 2018 NETWORK SERVICES			3558	09/14/2018			2,280.00
	001-092-698 SYNCHRONIZED EMAIL			3558	09/14/2018			150.00
001	PASCAGOULA UTILITIES	190002	10/16/2018	10/01/2018			25.81	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-630 CENTRAL FIRE STN			98245	09/27/2018			12.04
	001-161-630 SOUTH FIRE STN			98422	09/27/2018			13.77
001	O'REILLY AUTO PARTS	190003	10/16/2018	10/02/2018			895.35	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-570 AIR FILTER: U #19591			1978106086	08/29/2018			14.87
	001-161-638 1GAL CAR WASH (3)			1978106295	08/31/2018			14.97
	001-100-570 RADIATOR: U #30			1978107227	09/10/2018			167.82
	001-170-639 ADHESIVE			1978107352	09/11/2018			14.44
	001-170-639 RAZOR BLADE (100)			1978107460	09/12/2018			6.00
	001-170-639 PIGTAIL/SOCKET (5)			1978107494	09/12/2018			46.00
	001-100-570 FAN ASSY: U #30			1978107559	09/13/2018			208.22
	001-100-570 CTRL ARM ASY: U #52			1978107909	09/17/2018			67.19
	001-170-512 PHOTO BOOTH SUPPLIES: CRUISIN			1978108015	09/18/2018			22.47
	001-100-570 BRK CLN(12),ADAPT SET(2),TAPE			1978108082	09/19/2018			61.25
	001-170-639 HOSE CLAMP (2), HOSE MENDER			1978108298	09/21/2018			3.61
	001-161-638 1GAL ANTIFREZ (18): FIRE TRKS			1978108584	09/24/2018			233.82
	001-170-638 BATT CABLE, FUSE HOLDER (2)			1978108821	09/27/2018			34.69
001	AUTO TRUCK AND TRAILER PARTS INC	190005	10/16/2018	10/02/2018			2,091.78	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-639 BATT CABLE: GATOR			270811	09/10/2018			12.85
	001-161-638 BATT (2): E3			270768	09/11/2018			190.00
	001-161-638 BATT (2): E3			270763	09/11/2018			190.00
	001-100-570 CENTRAL ARM (2): U #30			270775	09/12/2018			154.82
	001-100-570 ARM (2): U #30			270781	09/12/2018			116.96
	001-100-570 WIPER (10): PD VEHICLES			270705	09/12/2018			65.00
	001-100-570 ANTIFREZ (4), FAN BLADE (2)			270859	09/12/2018			190.46
	001-170-639 WHEEL: TRAILER			270894	09/13/2018			80.00
	001-170-639 A-FRAME, TRAILER JACK			270886	09/13/2018			104.00
	001-161-638 VALVE: E2			270956	09/18/2018			12.50
	001-100-570 NOZZLE (4)			270961	09/19/2018			148.40
	001-100-570 CONTROL ARM (2): U #12400			270984	09/19/2018			144.50
	001-100-570 CONTROL ARM (2): U #12400			270985	09/19/2018			109.16
	001-161-638 LIGHT MOUNT: CMD R33			271002	09/20/2018			195.86
	001-161-638 WHEEL KIT			271012	09/20/2018			82.22
	001-170-639 WIRE TIES, WIRE CONN, WHEEL			271040	09/21/2018			98.30
	001-170-639 PART PIN (4)			271041	09/21/2018			14.00
	001-100-570 1GAL WASHER FLUID(24)			271095	09/26/2018			52.08
	001-161-638 SEAL KIT (2): E2			271105	09/26/2018			41.06
	001-161-638 KIT: E2			271096	09/26/2018			89.61

Docket of Claims
Release date from 10/16/2018 thru 10/16/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SYSCON INC	190012	10/16/2018	10/03/2018			1,475.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-010-698 OCT 2018 COURT SUPPORT 1-44419 10/01/2018							1,475.00
001	BELL AUTO PARTS INC	190015	10/16/2018	10/03/2018			1,345.60	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-100-570 ROTOR (2): U #52 42770 09/04/2018							78.00
	001-100-570 ROTOR (2) 42771 09/06/2018							78.00
	001-100-570 ROTOR (2) 42772 09/06/2018							78.00
	001-100-570 FRT PAD (2), REAR PAD: U #52 42773 09/07/2018							99.00
	001-100-570 FRT PAD (2), REAR PAD 42774 09/07/2018							99.00
	001-100-570 INTERCEPTOR PAD: U #56 42775 09/05/2018							65.75
	001-100-570 ROTOR: U #56 42776 09/10/2018							84.50
	001-100-570 ROTOR: U #56 42777 09/11/2018							84.50
	001-100-570 ROTOR: U #48 42778 09/10/2018							76.95
	001-100-570 ROTOR 42779 09/12/2018							76.95
	001-100-570 ROTOR: U #48 42780 09/12/2018							76.95
	001-100-570 ROTOR 42781 09/13/2018							76.95
	001-100-570 BRAKE PAD 42782 09/14/2018							58.50
	001-100-570 BRAKE PAD: U #48 42783 09/14/2018							58.50
	001-170-639 PULLEY, CLEANER: LAZER Z 42787 09/04/2018							56.55
	001-170-639 EDGER BLADE (25) 42788 09/07/2017							98.75
	001-170-639 EDGER BLADE (25) 42789 09/11/2018							98.75
001	CABLE ONE INC	190018	10/16/2018	10/03/2018			92.31	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-161-698 OCT 2018: CFD #122024086 09162018 09/23/2018							92.31
001	CABLE ONE INC	190019	10/16/2018	10/03/2018			92.31	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-161-698 OCT 2018: NFD #122024383 09162018 09/23/2018							92.31
001	CABLE ONE INC	190020	10/16/2018	10/03/2018			92.31	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-161-698 OCT 2018: SFD #122025091 09162018 09/23/2018							92.31
001	TEC	190025	10/16/2018	10/04/2018			91.62	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-092-605 MONTHLY LONG DISTANCE 944215 10/01/2018							91.62
001	MALLETTE BROTHERS CONSTRUCTION INC	190027	10/16/2018	10/04/2018			333.85	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-201-576 6.07 RIP RAP TN 19934 09/30/2018							333.85
001	CINTAS CORPORATION NO 2	190030	10/16/2018	10/08/2018			274.72	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-205-535 MAINTENANCE 240542346 09/05/2018							68.68
	001-205-535 MAINTENANCE 240543257 09/12/2018							68.68
	001-205-535 MAINTENANCE 240544163 09/19/2018							68.68
	001-205-535 MAINTENANCE 240545068 09/26/2018							68.68

Docket of Claims
Release date from 10/16/2018 thru 10/16/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MAGNOLIA AD STUDIO LLC	190032	10/16/2018	10/08/2018			750.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-021-615 OCT 2018: ADVERTISING PKG 985 09/28/2018							750.00
001	M & E FEED & SEED	190033	10/16/2018	10/08/2018			167.96	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-100-514 DOG FOOD 5243 08/07/2017							41.99
	001-100-514 DOG FOOD 273852 08/21/2018							41.99
	001-100-514 DOG FOOD 273859 09/26/2018							41.99
	001-100-514 DOG FOOD 273860 09/27/2018							41.99
001	BORDIS & DANOS PLLC	190034	10/16/2018	10/08/2018			10,000.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-060-602 OCT 2018 RETAINER 60 10/03/2018							10,000.00
001	BOYS & GIRLS CLUBS OF JACKSON COUNTY INC	190035	10/16/2018	10/08/2018			833.33	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-170-642 SEP 2018 CLUB SUPPORT 09302108 10/05/2018							833.33
001	ACE DATA STORAGE INC	190036	10/16/2018	10/08/2018			105.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-100-699 SEP 2018 SHREDDING SERVICE 61714 10/01/2018							105.00
001	JACKSON COUNTY ADULT DETENTION CENTER	190037	10/16/2018	10/08/2018			5,565.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-010-696 SEP 2018 ADC CHGS 09302018 10/08/2018							5,565.00
001	APRIL HAVENS STENNETT	190038	10/16/2018	10/08/2018			224.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-094-681 TRAVEL ADV: GPA CONFERENCE 11072018 07/05/2018							224.00
001	C SPIRE WIRELESS	190039	10/16/2018	10/08/2018			966.91	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-021-605 CITY MGR CELL PHONES 0030759348 09/30/2018							50.27
	001-022-605 HR CELL PHONES 0030759348 09/30/2018							50.27
	001-040-605 ADMIN CELL PHONES 0030759348 09/30/2018							134.73
	001-090-605 BLDG-PLNG CELL PHONES 0030759348 09/30/2018							201.08
	001-090-698 IPAD SERVICE (3) 0030759348 09/30/2018							102.57
	001-094-605 GRANT-PROJ CELL PHONES 0030759348 09/30/2018							100.54
	001-161-605 FIRE DEPT CELL PHONES 0030759348 09/30/2018							156.80
	001-170-605 RECREATION CELL PHONES 0030759348 09/30/2018							120.38
	001-205-605 MAINT CELL PHONES 0030759348 09/30/2018							50.27
001	MSC 7511	190041	10/16/2018	10/08/2018			145.10	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-100-699 FNK100-01 RENTAL FEE INV2691306 09/18/2018							145.10

Docket of Claims
Release date from 10/16/2018 thru 10/16/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DELTA SANITATION OF MS LLC	190042	10/16/2018	10/08/2018			35.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-698 FRAZIER PORT O LET			0000963419	09/30/2018			35.00
001	AT&T	190044	10/16/2018	10/08/2018			206.94	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-699 NCIC TELECOM SERVS			3104993494	10/01/2018			206.94
001	CABLE ONE INC	190045	10/16/2018	10/08/2018			130.07	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-698 OCT 2018: #107571481			09242018	10/01/2018			130.07
001	AIRGAS USA LLC	190046	10/16/2018	10/08/2018			200.79	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-205-588 CYLINDER RENTAL			9956491457	09/30/2018			200.79
001	SINGING RIVER ELECTRIC COOPERATIVE	190048	10/16/2018	10/08/2018			1,169.18	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-201-633 DOLPHIN ST 94987002			09182018	09/26/2018			114.28
	001-201-633 DOLPHIN ST 94988002			09182018	09/26/2018			93.52
	001-201-633 DOLPHIN ST 94989002			09182018	09/26/2018			110.49
	001-201-633 DOLPHIN ST 94990002			09182018	09/26/2018			541.35
	001-201-633 WM PAYNE 100244001			09182018	09/26/2018			105.29
	001-201-633 WM PAYNE 100245001			09182018	09/26/2018			204.25
001	LOWES HOME CENTERS INC	190049	10/16/2018	10/08/2018			964.29	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-639 25CT SCREWS (3): PD DIVE TRLR			901053	08/28/2018			14.19
	001-100-635 HEAT/COOL THERMOS: PD MBLUFF			901094	08/28/2018			17.94
	001-170-559 BLADE(2),ROPE(2),CBL TIE,SOC			901067	08/28/2018			69.53
	001-170-635 T-STAT GUARD: SR CENTER			909053	08/29/2018			18.05
	001-205-560 80LB MASON MIX (3)			902821	08/30/2018			17.52
	001-170-559 LAWN KILL,SPRD,60W LED,GAS CAN			915406	08/31/2018			82.55
	001-161-559 125V CONN, TOWEL, 10CT WASHERS			909785	09/06/2018			24.85
	001-161-559 WASP/HORNET SPRAY			901352	09/06/2018			4.73
	001-170-577 LID(6), BUCKET(6),LAWN KILL(2)			914658	09/10/2018			84.40
	001-170-559 TEFLON TAPE			909707	09/10/2018			1.41
	001-170-512 SUPPLIES (8): CRUISIN BANNER			901033	09/12/2018			18.55
	001-205-560 80LB MASON MIX			901303	09/13/2018			5.85
	001-170-559 PICKUP TOOL (6), COMBO WRENCH			914855	09/14/2018			153.73
	001-170-559 WIDE ANGLE BROOM			909195	09/17/2018			10.44
	001-170-512 SUPPLIES (16): CRUISIN BANNER			908067	09/18/2018			37.57
	001-170-559 32CT NIAGARA, 20FT PVC TBG (2)			910934	09/18/2018			13.27
	001-170-512 SUPPLIES (7): CRUISIN			901984	09/18/2018			82.03
	001-170-559 CDT RTN (2): 20FT PVC TBG			918005	09/18/2018			-9.49
	001-205-560 THHN WIRE (2),BOLT(12),WASHERS			902928	09/19/2018			45.00
	001-170-512 SUPPLIES (14): CRUISIN BANNER			901024	09/19/2018			13.46
	001-170-639 5/8IN HOOK (2),GALV SHACKLE(2)			901029	09/19/2018			16.84
	001-170-512 PLYWOOD: CRUISIN PHOTO BOOTH			901229	09/20/2018			37.99
	001-161-639 AIR COMPR, PVC AIR HOSE, KIT			902153	09/21/2018			156.24

Docket of Claims
Release date from 10/16/2018 thru 10/16/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	LOWES HOME CENTERS INC	190049	10/16/2018	10/08/2018			964.29	(CONTINUED)
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-512 SUPPLIES (9): CRUISIN			902387	09/24/2018			26.30
	001-170-559 SPRING LINK, ROPE			901766	09/24/2018			21.34
001	SINGING RIVER ELECTRIC COOPERATIVE	190050	10/16/2018	10/08/2018			2,572.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-631 POLICE STATION 66298004			09182018	09/26/2018			1,689.40
	001-201-629 SIGNAL LIGHT 89113001			09182018	09/26/2018			57.01
	001-170-631 CITY PARK RESTRMS 89912001			09182018	09/26/2018			358.57
	001-201-633 STREET LIGHTS 90345002			09182018	09/26/2018			205.85
	001-092-631 RECORDU BLDG 90790001			09182018	09/26/2018			222.01
	001-170-631 FRAZIER RESTRMS 98546001			09182018	09/26/2018			39.16
001	SINGING RIVER ELECTRIC COOPERATIVE	190054	10/16/2018	10/08/2018			8,722.79	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-201-633 STREET LIGHTING 10054			09182018	09/26/2018			5,221.64
	001-201-629 SIGNAL LIGHTS 10054			09182018	09/26/2018			751.30
	001-092-631 CITY HALL 10054			09182018	09/26/2018			1,069.04
	001-170-631 FRAZIER PARK 10054			09182018	09/26/2018			49.49
	001-170-631 SENIOR BLDG 10054			09182018	09/26/2018			591.86
	001-161-631 CENTRAL FD 10054			09182018	09/26/2018			518.48
	001-170-631 CITY PARK 10054			09182018	09/26/2018			137.99
	001-092-631 PUBLIC WORKS 10054			09182018	09/26/2018			353.81
	001-092-631 HWY 90 SIGN 10054			09182018	09/26/2018			29.18
001	SINGING RIVER ELECTRIC COOPERATIVE	190056	10/16/2018	10/08/2018			1,574.70	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-631 SOUTH FD 76008001			09202018	09/27/2018			295.32
	001-170-631 BACOT PARK 10137			09202018	09/27/2018			1,128.63
	001-201-629 SIGNAL LIGHTS 10138			09202018	09/27/2018			127.15
	001-170-631 BACOT SPLASHPAD 103751001			09202018	09/27/2018			23.60
001	HARWELLS AC INSTALLATION AND REPAIR	190063	10/16/2018	10/08/2018			125.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-635 SERVICE CALL: WEST STN			100	09/19/2018			125.00
001	CENTER FOR GOVT & COMMUNITY DEV	190065	10/16/2018	10/08/2018			100.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-040-681 SPR 2018 CERT PROGRAM:THIGPEN			3141GCD-2	09/26/2018			100.00
001	PITNEY BOWES PURCHASE POWER	190066	10/16/2018	10/08/2018			1,240.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-607 POSTAGE METER			0434-6213	09/20/2018			1,240.00
001	DIRECTV LLC	190067	10/16/2018	10/08/2018			157.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-698 WEST STN: 022727663 (NOV)			10132018	10/14/2018			157.00
001	FUELMAN	190068	10/16/2018	10/08/2018			3,499.12	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-090-525 UNL FUEL			NP54306182	10/01/2018			58.59
	001-100-525 UNL FUEL			NP54306182	10/01/2018			2,739.71

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001	FUELMAN	190068	10/16/2018	10/08/2018			3,499.12	(CONTINUED)
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-525 UNL & DSL FUEL			NP54306182	10/01/2018			482.89
	001-170-525 UNL FUEL			NP54306182	10/01/2018			217.93
001	FUELMAN	190069	10/16/2018	10/08/2018			3,936.95	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-090-525 UNL FUEL			NP54422477	10/08/2018			57.04
	001-100-525 UNL FUEL			NP54422477	10/08/2018			2,850.24
	001-161-525 UNL & DSL FUEL			NP54422477	10/08/2018			780.70
	001-170-525 UNL & DSL FUEL			NP54422477	10/08/2018			216.38
	001-205-525 UNL FUEL			NP54422477	10/08/2018			32.59
001	CREDIT CARD CENTER	190070	10/16/2018	10/09/2018			4,174.41	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-512 CRUISIN STAFF TSHIRT (13)			08282018	08/27/2018			49.48
	001-170-596 30 GAL BARREL (20)			08292018	08/28/2018			200.00
	001-170-596 55 GAL BARREL (10)			08292018	08/28/2018			200.00
	001-170-596 PARTY BEVERAGE TUB (3)			08302018	08/29/2018			81.29
	001-161-559 MATTRESS (2)			09052018	09/04/2018			74.88
	001-170-596 MOVIE LICENSE: SPLIT			09062018	09/05/2018			285.00
	001-170-596 NIKON D5600 & ACCESSORIES			09062018	09/05/2018			906.80
	001-170-502 CREDIT RTN: FIT KIT			09072018	09/06/2018			-150.00
	001-161-559 LIFEPROOF CASE/BELT CLIP			09122018	09/11/2018			117.68
	001-170-596 CRICUT EXPLORE AIR 2 BUNDLE			09122018	09/12/2018			289.99
	001-170-596 COTTON CANDY MACHINE			09122018	09/12/2018			198.99
	001-170-596 55MM DIGITAL UV FILTER			09132018	09/12/2018			9.74
	001-170-502 CHEER UNIFORM TOP			09132018	09/12/2018			41.82
	001-022-559 RETIREMENT AWARD: PUGH,J			09142018	09/13/2018			157.96
	001-170-512 CRUISIN: BEVERAGES			09202018	09/19/2018			41.98
	001-001-681 HOTEL CHARGES: TORJUSEN			09212018	09/20/2018			8.80
	001-170-512 PRE MASK TAPE 100YDS (2)			09212018	09/20/2018			40.50
	001-170-512 CRUISIN: SUPPLIES			09212018	09/20/2018			60.49
	001-170-512 24" SIGN VINYL WHITE			09212018	09/20/2018			71.00
	001-170-512 CRUISIN: SUPPLIES			09212018	09/20/2018			245.36
	001-001-681 HOTEL-DC TRIP: TORJUSEN			09212018	09/20/2018			741.31
	001-170-512 CRUISIN: WATER			09252018	09/24/2018			52.58
	001-170-512 CRUISIN: GIFTCARDS (10)			09272018	09/26/2018			216.00
	001-170-512 CRUISIN: LUNCH ITEMS			09272018	09/26/2018			98.96
	001-170-512 CRUISIN: GIFTCARDS (7)			09272018	09/26/2018			133.80
001	FEDERAL EXPRESS	190090	10/16/2018	10/09/2018			17.51	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-607 EXPRESS SHIP: GRANT DOCS			6-32598554	10/03/2018			17.51
001	HUB INTERNATIONAL GULF SOUTH	190091	10/16/2018	10/09/2018			236,872.37	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-625 COMMERICAL PROPERTY			1202275	09/27/2018			56,574.37
	001-092-625 MARINE-BOAT COVERAGE			1202293	09/27/2018			2,903.00
	001-092-625 LAW ENFORCEMENT RENEWAL			1202305	09/27/2018			37,039.00
	001-092-625 GEN LIABILITY-CRIME RENEWAL			1202321	09/27/2018			49,206.00
	001-092-625 PUBLIC OFFICIAL RENEWAL			1202340	09/27/2018			4,385.00
	001-092-625 EMP PRACTICES LIAB RENEWAL			1202348	09/27/2018			8,262.00

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001	HUB INTERNATIONAL GULF SOUTH	190091	10/16/2018	10/09/2018			236,872.37	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-625	COMMERCIAL AUTO RENEWAL		1202356	09/27/2018			56,503.00
	001-092-625	AGENCY FEE		1202452	09/27/2018			22,000.00
001	CABLE ONE INC	190092	10/16/2018	10/09/2018			84.62	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	OCT 2018: SR BLDG #120793682		09242018	10/01/2018			84.62
001	COOPER FAMILY MED CENTER	190096	10/16/2018	10/10/2018			175.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-604	ACADEMY PHYSICAL: SEYMOUR,D		38095	10/08/2018			175.00
001	SPORTSCONDUCTOR LLC	190097	10/16/2018	10/10/2018			3.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	2018 CHEER (1)		4423	10/01/2018			3.95
001	ALABAMA MEDIA GROUP	190103	10/16/2018	10/10/2018			2,290.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-615	PUBLIC NOTICE: GPC #18-18-VAR		0008790539	09/16/2018	181204		19.44
	001-040-615	FY 2019 BUDGET PUBLICATION		E008799361	09/21/2018	181219		2,270.66
001	MALLETTE BROTHERS CONSTRUCTION INC	190104	10/16/2018	10/10/2018			176.61	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-512	12.18 FILL SAND CY		19933	09/30/2018	181255		176.61
001	REYNOLDS WHOLESALE CO	190105	10/16/2018	10/10/2018			1,643.86	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-512	CS/100 BLACK CAN LINER 33X39		60772	09/25/2018	181245		21.95
	001-170-512	CTN COTTON CANDY PINK (5)		60772	09/25/2018	181245		29.75
	001-170-512	CTN COTTON CANDY BLUE (5)		60772	09/25/2018	181245		29.75
	001-170-512	100CT POPCORN BAGS (2)		60772	09/25/2018	181245		3.90
	001-170-512	100CT 8X4X18 POLY BAGS (5)		60772	09/25/2018	181245		21.25
	001-170-512	PK/25 COTTON CANDY STICKS (12)		60772	09/25/2018	181245		12.00
	001-170-512	40X100 TABLE COVER, LIME (2)		60773	09/25/2018	181246		22.00
	001-170-512	40X100 TABLE COVER, PINK		60773	09/25/2018	181246		11.00
	001-170-512	40X100 TABLE COVER, TURQUOISE		60773	09/25/2018	181246		11.00
	001-092-510	CS HS TISSUE (7)		60932	10/05/2018	190029		283.50
	001-092-510	CS BMF TOWELS (10)		60932	10/05/2018	190029		199.50
	001-092-510	CS WMF TOWELS (5)		60932	10/05/2018	190029		143.50
	001-092-510	CS 4/1GAL NABC CLEANER		60932	10/05/2018	190029		46.00
	001-092-510	CS 12/32OZ WINDEX		60932	10/05/2018	190029		57.50
	001-092-510	CS 6/1GAL VB BLEACH		60932	10/05/2018	190029		11.90
	001-092-510	CS 25# RAGS		60932	10/05/2018	190029		35.55
	001-092-510	CS 12/19OZ LYSOL SPRAY		60932	10/05/2018	190029		75.48
	001-092-510	CS 6/78CT CLOROX WIPES (2)		60932	10/05/2018	190029		59.40
	001-092-510	CS 4/1GAL SPARTAN DAMP MOP		60932	10/05/2018	190029		35.80
	001-092-510	500CT CAN LINER 24X33		60932	10/05/2018	190029		22.95
	001-092-510	200CT CAN LINER 30X36		60932	10/05/2018	190029		19.95
	001-092-510	CS 10/100CT PF LATEX GLOVES(2)		60932	10/05/2018	190029		119.00
	001-092-510	CS VB PAPER TOWELS (4)		60932	10/05/2018	190029		103.60
	001-092-510	CS 12 CAN MIST AIR SPRAY		60932	10/05/2018	190029		54.00
	001-092-510	1GAL DIAL ANTIBACT SOAP (3)		60932	10/05/2018	190029		44.85

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001	REYNOLDS WHOLESALE CO	190105	10/16/2018	10/10/2018			1,643.86	(CONTINUED)
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-510 CS/6 TOILET FLOOR PADS			60932	10/05/2018	190029		59.60
	001-092-510 CS/12 CAN SHAKEDOWN POWDER			60932	10/05/2018	190029		34.68
	001-092-510 BX/12 URINAL SCREENS			60932	10/05/2018	190029		15.00
	001-092-510 CS/6 FOAM SOAP			60932	10/05/2018	190029		59.50
001	GOODGAMES INC	190106	10/16/2018	10/10/2018			652.50	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-512 BANNER CRUISIN LN SPONSORS(20)			88946	09/27/2018	181249		435.00
	001-170-512 BANNER REGISTRATION INFO (2)			88946	09/27/2018	181249		43.50
	001-170-512 BANNER WELCOME CRUISERS (6)			88946	09/27/2018	181249		130.50
	001-170-512 BANNER EXIT ONLY (2)			88946	09/27/2018	181249		43.50
001	INTERNATIONAL PERSONNEL MANAGEMENT ASSOC	190107	10/16/2018	10/10/2018			485.98	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-022-660 ECC-EL301 PS TELECOM TEST (11)			0174Y6L3T6	09/18/2018	181220		130.68
	001-022-660 PO-EL101 TEST BOOKLET (12)			0174Y6L3T6	09/18/2018	181220		171.00
	001-022-660 ADMIN FEE			0174Y6L3T6	09/18/2018	181220		92.15
	001-022-660 ADMIN FEE			0174Y6L3T6	09/18/2018	181220		92.15
001	MID SOUTH UNIFORM & SUPPLY INC	190108	10/16/2018	10/10/2018			444.27	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-535 NAVY SS SHIRT (3)			582749	09/24/2018	181241		133.77
	001-100-535 NAVY LS SHIRT (3)			582749	09/24/2018	181241		142.38
	001-100-535 NAVY PANTS W/BLUE STRIPE (3)			582749	09/24/2018	181241		130.62
	001-100-535 SEW ON PATCHES (12)			582749	09/24/2018	181241		12.00
	001-100-535 NAVY BRAID (3)			582749	09/24/2018	181241		12.75
	001-100-535 LT BLUE BRAID (3)			582749	09/24/2018	181241		12.75
001	MS FIRE ACADEMY	190109	10/16/2018	10/10/2018			885.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-681 FIRE INSP 1031-1: GRAHAM, J			26785	10/01/2018	181025		885.00
001	WHITEHEAD CONSTRUCTION CO INC	190110	10/16/2018	10/10/2018			1,380.63	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-201-576 11.75 TN COLD MIX ASPHALT			5953	09/12/2018	181203		1,380.63
001	SHERWIN-WILLIAMS COMPANY	190111	10/16/2018	10/10/2018			152.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-596 GALLON EXTREME BOND PRIMER			4050-3	09/24/2018	181242		40.00
	001-170-596 GALLON RESILIENCE			4050-3	09/24/2018	181242		35.00
	001-170-596 QUART ASSRT PAINT (7)			4050-3	09/24/2018	181242		77.00
001	GOODYEAR AUTO CENTER	190112	10/16/2018	10/10/2018			54.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-638 WHEEL ALIGNMENT: U #31			204391	09/19/2018	181236		54.00
001	THE SUN HERALD	190113	10/16/2018	10/10/2018			6,207.75	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-040-615 PUBLISH:FY 2018-2019 TAX LEVY			IO3849717	09/30/2018	181211		512.00
	001-040-615 PUBLISH: SOLID WASTE INC			IO3850014	09/30/2018	181210		4,736.37
	001-170-512 CRUISIN AD			IO3869958	09/30/2018	181238		700.00

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001	THE SUN HERALD	190113	10/16/2018	10/10/2018			6,207.75	(CONTINUED)
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-040-615 BID AD: R HIRAM BRIDGE			003843308	09/08/2018			130.02
	001-040-615 BID AD: PINECONE			003843291	09/09/2018			129.36
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	190115	10/16/2018	10/10/2018			248.33	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-040-500 4PK POST-IT FLAGS			3390480673	09/19/2018	181232		3.74
	001-040-500 2PK POST-IT FLAGS SIGN HERE			3390480673	09/19/2018	181232		4.11
	001-040-500 18PK SELF STICK NOTE PAD (2)			3390480673	09/19/2018	181232		5.12
	001-040-500 BROTHER TN221BK BLACK TONER			3390480673	09/19/2018	181232		70.95
	001-040-500 BROTHER TN221C CYAN TONER			3390480673	09/19/2018	181232		54.48
	001-040-500 BROTHER TN221M MAGENTA TONER			3390480673	09/19/2018	181232		54.48
	001-040-500 BROTHER TN221Y YELLOW TONER			3390480673	09/19/2018	181232		55.45
001	CITY ELECTRIC SUPPLY CO	190116	10/16/2018	10/10/2018			418.50	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-201-637 600V MIDGET FUSE (30)			PAS/053127	09/13/2018	181215		418.50
001	ENGEL ELECTRIC LLC	190118	10/16/2018	10/10/2018			12,000.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-201-637 CHG ST LIGHTS TO LEDS (100)			1374	09/19/2018	181130		12,000.00
001	OCCUPATIONAL HEALTH CENTER INC	190121	10/16/2018	10/10/2018			95.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-604 PRE-EMP PHYSICAL: MCKAIG,L			157698	10/02/2018	181256		65.00
	001-100-604 PRE-EMP DRUG SCREEN: MCKAIG,L			157698	10/02/2018	181256		30.00
001	ECONOMY BOOTS SALES & SERVICE	190122	10/16/2018	10/10/2018			100.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-535 REPL SZ DUTY BOOTS: WILSON, J			41969	09/10/2018	181196		100.00
001	MS DEPT OF FINANCE & ADMIN	190124	10/16/2018	10/11/2018			25,212.20	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-000-300 SEP 2018 COURT ASSESSMENTS			09302018	10/10/2018			25,212.20
001	MS DEPT OF PUBLIC SAFETY	190125	10/16/2018	10/11/2018			1,586.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-000-300 SEP 2018 SPECIAL ASSESSMENTS			09302018	10/10/2018			1,586.00
001	MS DEPT OF PUBLIC SAFETY	190126	10/16/2018	10/11/2018			350.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-000-300 SEP 2018 INTERLOCK FEES			09302018	10/10/2018			350.00

FUND TOTAL 1 Claims to Checks 61 Total 348,342.38 Manual Held Total 348,342.38

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157	LOWES HOME CENTERS INC	190052	10/16/2018	10/08/2018			474.05	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
157-100-799	18CU FT REFRIGERATOR: N SUBSTN	902054	09/20/2018		474.05

FUND TOTAL 157 Claims to Checks 1 Total 474.05 Manual Held Total 474.05

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171	GOODWYN MILLS & CAWOOD INC	190098	10/16/2018	10/10/2018			500.00	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
171-176-762	PLAN REVIEW (FINAL)	A MOB1800093	11/01/2018		500.00

FUND TOTAL 171 Claims to Checks 1 Total 500.00 Manual Held Total 500.00

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176	O'REILLY AUTO PARTS	190004	10/16/2018	10/02/2018			2.99	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-639 MACHINE SCREW			1978108859	09/27/2018			2.99
176	AUTO TRUCK AND TRAILER PARTS INC	190006	10/16/2018	10/02/2018			245.80	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-639 STRB HARNESS, FUSE HOLDER			271076	09/22/2018			17.10
	176-170-639 STRB HARNESS,LGT,SWCH,SPLICE			271087	09/26/2018			113.00
	176-170-639 STRB HARNESS,LGT,SILCONE,SWCH			271088	09/26/2018			115.70
176	BELL AUTO PARTS INC	190016	10/16/2018	10/03/2018			280.75	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-639 SCAG BELT, EXMARK V-IDLER			42784	09/06/2018			93.49
	176-170-639 SCAG BELT, EXMARK PULLEY			42785	09/10/2018			98.24
	176-170-639 EXMARK BELT, EXMARK V-IDLER			42786	09/12/2018			89.02
176	STEINER SAW & MOWER	190017	10/16/2018	10/03/2018			164.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-639 CARB KIT(4),FILTER(4),PTO SWT			847617	09/21/2018			122.00
	176-170-639 SWITCH (2), CONNECTOR			847637	09/27/2018			42.00
176	C SPIRE WIRELESS	190040	10/16/2018	10/08/2018			50.27	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-605 CELL PHONE			0030759348	09/30/2018			50.27
176	LOWES HOME CENTERS INC	190057	10/16/2018	10/08/2018			14.27	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-635 REPR WATER FOUNTAIN			910979	09/18/2018			14.27
176	SINGING RIVER ELECTRIC COOPERATIVE	190061	10/16/2018	10/08/2018			825.64	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-631 PARK FACILITIES 76854002			09202018	09/27/2018			777.40
	176-170-631 HOUSE 76855002			09202018	09/27/2018			48.24
176	FOSTERS A/C & HEATING INC	190062	10/16/2018	10/08/2018			207.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-635 THERMOSTAT REPAIR: TRAILER			W1038069	09/28/2018			127.00
	176-170-635 FILTER CHANGE: OFFICE			P1036772M	09/28/2018			80.00

FUND TOTAL 176 Claims to Checks 8 Total 1,790.72 Manual Held Total 1,790.72

Docket of Claims
Release date from 10/16/2018 thru 10/16/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	LOWES HOME CENTERS INC	182679	10/16/2018	10/08/2018			186.32	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-582 CDT RTN (10): WATER TRMT PLANT			917248	06/25/2018			-47.40
	400-651-581 SUPPLIES (2): WATER WELLS			909542	09/18/2018			49.36
	400-651-584 SUPPLIES (9): LIFT STNS			909542	09/18/2018			131.87
	400-651-582 SUPPLIES (6): WATER TRMT PLANT			909499	09/18/2018			52.49
400	JACKSON COUNTY UTILITY AUTHORITY	190013	10/16/2018	10/03/2018			180,418.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-668 OCT 2018 TREATMENT CHGS			162	10/01/2018			181,416.00
	400-651-668 FY 2018 ACTUAL FLOW ADJ			162	10/01/2018			-998.00
400	CABLE ONE INC	190014	10/16/2018	10/03/2018			54.36	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-698 OCT 2018: #107663106			09162018	09/23/2018			54.36
400	CLEARWATER SOLUTIONS LLC	190026	10/16/2018	10/04/2018			180,357.75	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-672 SEP 2018 OPERATION FEE			GAUTIER070	10/01/2018			180,357.75
400	2018 BOND DEBT SERVICE FUND	190043	10/16/2018	10/08/2018			30,000.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-900-950 OCT 2018: 2018 BOND DS			10012018	10/01/2018			30,000.00
400	2018 BOND CONTINGENCY FUND	190047	10/16/2018	10/08/2018			5,000.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-900-950 FY19 CONTINGENCY FUNDING			10012018	10/01/2018			5,000.00
400	2018 BOND DEPRECIATION FUND	190051	10/16/2018	10/08/2018			5,000.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-900-950 FY19 DEPRECIATION FUNDING			10012018	10/01/2018			5,000.00
400	CITY OF GAUTIER	190053	10/16/2018	10/08/2018			96,840.38	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-000-104 SEP 2018 GARBAGE PMTS			09302018	09/30/2018			96,840.38
400	SINGING RIVER ELECTRIC COOPERATIVE	190059	10/16/2018	10/08/2018			8,182.61	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-631 IONIZATION PLANT 99216002			09182018	09/26/2018			352.32
	400-651-631 LIFT STATIONS 17882			09182018	09/26/2018			2,928.43
	400-651-631 WATER WELLS 17882			09182018	09/26/2018			3,425.48
	400-651-631 CITY HALL SOUTH 17882			09182018	09/26/2018			1,476.38
400	SINGING RIVER ELECTRIC COOPERATIVE	190060	10/16/2018	10/08/2018			4,489.75	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-631 LIFT STNS 17875			09202018	09/27/2018			218.05
	400-651-631 LIFT STNS 17883			09202018	09/27/2018			2,356.86
	400-651-631 LIFT STNS 17884			09202018	09/27/2018			1,914.84

Docket of Claims
Release date from 10/16/2018 thru 10/16/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	COGENT STRATEGIES LLC	190064	10/16/2018	10/08/2018			7,531.91	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-601 PROFESSIONAL FEES			1327	10/08/2018			7,500.00
	400-650-601 TAXI CABS/UBERS-LOCAL			1327	10/08/2018			31.91
400	WASTE MANAGEMENT OF MS-GLF COAST INC	190095	10/16/2018	10/09/2018			671.48	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-698 ROLL - OFF TIMBERLANE			6776154768	10/01/2018			671.48
400	UNITED PARCEL SERVICE	190099	10/16/2018	10/10/2018			292.54	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-607 RTN METERS: MUELLER			2218V0398	07/16/2018			31.72
	400-650-607 RTN METERS: MUELLER			2218V0398	08/14/2018			59.60
	400-650-607 RTN METERS: MUELLER			2218V0398	08/27/2018			201.22
400	MISSION COMMUNICATIONS LLC	190100	10/16/2018	10/10/2018			1,737.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-698 RENEWAL: DOLPHIN LS			1023935	10/03/2018			347.40
	400-651-698 RENEWAL: HOLIDAY LS			1023935	10/03/2018			347.40
	400-651-698 RENEWAL: CAMPBELL LS			1023935	10/03/2018			347.40
	400-651-698 RENEWAL: SEACLIFF LS			1023935	10/03/2018			347.40
	400-651-698 RENEWAL: HWY 90 NELSON LS			1023935	10/03/2018			347.40
400	SOUTHERN WATERWORKS SUPPLY INC	190114	10/16/2018	10/10/2018			563.61	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-581 #4 BARREL LOCKS (100)			77345	10/08/2018	181229		482.01
	400-651-583 GREEN STAKING FLAGS (4)			77345	10/08/2018	181229		40.80
	400-651-581 BLUE STAKING FLAGS (4)			77345	10/08/2018	181229		40.80
400	U S WATER SERVICES INC	190117	10/16/2018	10/10/2018			99.99	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-582 GASKET ELLPT MW 14X18X1/8 (3)			INV405327	09/27/2018	181144		99.99
400	CORE & MAIN LP	190119	10/16/2018	10/10/2018			749.88	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-581 2X6 WRAP CLAMP (60			J540462	10/01/2018	181231		301.32
	400-651-581 1 CORP CCXPJ (CTS) NO LEAD (6)			J540462	10/01/2018	181231		269.88
	400-651-581 1 CORP MIPXPJ (CTS) NO LEAD(4)			J540462	10/01/2018	181231		178.68
400	DNA UNDERGROUND LLC	190120	10/16/2018	10/10/2018			4,790.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-583 REPR MANHOLE: MARTIN BLUFF			MP7178	10/08/2018	181200		4,790.00
400	J H WRIGHT & ASSOCIATES INC	190123	10/16/2018	10/10/2018			225.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-584 SQUARE D STARTER LC1D32G7 (2)			410072	09/25/2018	181248		100.00
	400-651-584 SQUARE D OVERLOAD LRD22 (2)			410072	09/25/2018	181248		90.00
	400-651-584 FREIGHT: BARRACUDA LIFT STN			410072	09/25/2018	181248		35.00

Docket of Claims
Release date from 10/16/2018 thru 10/16/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	MALLETTE BROTHERS CONSTRUCTION INC	190127	10/16/2018	10/11/2018			4,749.90	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-683	45.58 RAP TN	19934	09/30/2018		1,367.40
400-651-683	61.50 RIP RAP TN	19934	09/30/2018		3,382.50

FUND TOTAL 400 Claims to Checks 20 Total 531,940.48 Manual Held Total 531,940.48

Docket of Claims
Release date from 10/16/2018 thru 10/16/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	DELTA SANITATION OF MS LLC	190021	10/16/2018	10/04/2018			102,670.46	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
404-677-693	FLATE RATE 9/01 - 9/15/2018	000963332A	09/30/2018		49,900.00
404-677-693	SEP 2018 RES GARBAGE (6288)	0000963332	09/30/2018		52,770.46

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	APPLEWHITE INDUSTRIES INC	190029	10/16/2018	10/08/2018			282.00	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
404-677-695	SEP 2018 94 @ 3.00	3496	09/30/2018		282.00

FUND TOTAL 404 Claims to Checks 2 Total 102,952.46 Manual Held Total 102,952.46

Docket of Claims
Release date from 10/16/2018 thru 10/16/2018

SUMMARY OF ALL FUNDS

FUND 1	Claims	to	Checks	61	Total	348,342.38	Manual	Held	Total	348,342.38
FUND 157	Claims	to	Checks	1	Total	474.05	Manual	Held	Total	474.05
FUND 171	Claims	to	Checks	1	Total	500.00	Manual	Held	Total	500.00
FUND 176	Claims	to	Checks	8	Total	1,790.72	Manual	Held	Total	1,790.72
FUND 400	Claims	to	Checks	20	Total	531,940.48	Manual	Held	Total	531,940.48
FUND 404	Claims	to	Checks	2	Total	102,952.46	Manual	Held	Total	102,952.46
Total for all Funds			Checks	93	Total	986,000.09	Manual	Held	Total	986,000.09

Councilwoman Martin made the motion to approve Consent Agenda Items 1-10, 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 212-2018

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-10 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 October 16 , 2018.

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

ORDER NUMBER 213-2018

WHEREAS, Miss. Code Ann. 27-17-501 requires the governing authority of municipalities to receive a report of the privilege licenses issued during the preceding month; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Privilege License Reports for September 2018 is hereby received.

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

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 October 16, 2018.

		City of Gautier		
		Business Registry		
		September 2018		
ACCOUNT#	**LICENSE #**	**BUSINESS NAME/OWNER**	**AMOUNT**	**STATUS**
862	2019-08-0006018	Studio 1 Productions	$20.00	Delinquent
1283	Closed	Bernadette's Engagements	$0.00	Closed
1334	2019-09-0006019	Food Express LLC	$40.00	Current
1501	2019-09-0006020	Wild Lee's Auto Sales	$20.00	New
1231	2019-09-0006021	Jeffery Knight DDS Family	$20.00	Current
524	2019-09-0006022	McClure's Comfort Zone	$20.00	Current
557	2019-09-0006023	Awesome Maint. & Janitorial Svc.	$20.00	Current
1170	2019-09-0006024	Grand View Security LLC	$20.00	Current
1336	2019-09-0006025	Martin Bluff Laundromat	$20.00	Current
516	2019-09-0006026	Condrad Yelvington Dist.	$30.00	Current
917	2019-05-0006027	H&R Cabinets	$22.40	Delinquent
1282	2019-09-0006028	Jennart Ad Design, LLC	$20.00	Current
1502	2019-09-0006029	A Kut Above Tree Service Inc	$20.00	New
1335	2019-09-0006030	Fred's Store #2028	$395.00	Current
1503	2019-09-0006031	Hammer and Stain MS Gulf Coast	$20.00	New
532	2019-09-0006032	O'Bryant- O'Keefe Funeral Home	$20.00	Current
1094	2019-09-0006033	Hot Nails	$30.00	Current
513	2019-09-0006034	McDonald's #5595	$30.00	Current
1084	2019-07-0006035	Tiki Restaurant, Lounge	$56.61	Delinquent
511	2019-09-0006036	Primo Engineering	$20.00	Current
1504	2019-09-0006037	Roy Rogers Communications	$30.00	New
324	2019-03-0006038	Faithfully Yours Learning Center	$23.00	Delinquent
1281	2019-08-0006039	Keesler Federal Credit Union	$33.00	Delinquent
1449	2019-09-0006040	Happy Noodle Asian Cuisine	$35.00	Current
792	2019-09-0006041	Santa Maria RV Resort & Marina	$20.00	Current
261	2019-09-0006042	Dugger Pediatric Clinic	$20.00	Current
1165	2019-08-0006043	Quality Coin Laundry	$38.50	Delinquent
533	2019-09-0006044	Gautier Automotive	$20.00	Current

879	2019-10-0006045	Hurd Realty	$20.00	Current
867	2019-09-0006046	Regency of Mississippi	$20.00	Current
1285	2019-10-0006047	Walden Auto Repair	$20.00	Current
		Total:	$1,123.51	
		New Business	4	
		Slot Amusement	0	
		Due Refund	0	
		Transient Vendor	0	
		Closed Business	1	
		Delinquent Renewals Issued	6	

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

ORDER NUMBER 214-2018

WHEREAS, the Mississippi Gulf Coast Community College has requested from the City the use of two portable lights for the annual Trunk or Treat from October 30, 2018 through October 31, 2018 for security purposes; and

WHEREAS, the City has authority to provide said equipment to an entity such as the community college pursuant to Miss. Code Ann. § 21-19-49;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the request by Mississippi Gulf Coast College for the use of two portable lights for the annual Trunk or Treat from October 30, 2018 through October 31, 2018 for security purposes is hereby approved.

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

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 October 16, 2018.

CITY OF GAUTIER
MEMORANDUM

To:	Paula Yancey, City Manager
From:	Chassity Bilbo, Recreation Director
Date:	10/04/2018
Subject:	Approval of a request from Mississippi Gulf Coast Community College for the use of two sets of portable lights for the annual Community Trunk or Treat

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REQUEST:

The Recreation Department received a request from Mississippi Gulf Coast Community College for the use of two sets of portable lights to be delivered on October 30th and picked up on October 31st for the purpose of providing lighting for security purposes during the annual Community Trunk or Treat.

BACKGROUND:

Mississippi Gulf Coast Community College is the host location for the annual Trunk or Treat for the local community. Last year's event had over 3,000 attendees. The event offers fun & free activities including: trunk or treat, children's games & activities arts & crafts, face painting, and children's costume contest.

DISCUSSION:

In an effort to have a safe event for the community, Mississippi Gulf Coast Community College is in need of additional lighting for security purposes during the annual community Fall Festival and Trunk-or-Treat.

RECOMMENDATION:

The Recreation Department recommends that City Council approve the use of two sets of portable lights to be delivered to MGCCC on October 30th and picked up on October 31st.

The City Council may:

1. Approve the use of two sets of portable lights to be delivered to MGCCC on October 30th and picked up on October 31st; or

2. Not approve the use of two sets of portable lights to be delivered to MGCCC on October 30th and picked up on October 31st

ATTACHMENTS:

1. MGCCC Letter of Request

Mary S. Graham, President
www.mgccc.edu

MGCCC
Mississippi Gulf Coast Community College

Supported by Harrison, Stone, Jackson and George Counties

"Making a positive difference..."

October 3, 2018

Ms. Chassity Bilbo
City of Gautier
3330 Hwy 90
Gautier, MS 39553

Dear Ms. Bilbo,

We are requesting the temporary use of two sets of portable lights to assist with our lighting needs and security purposes for our Fall Festival/Trunk-or-Treat. We would need the lights to be delivered on Tues, October 30th for use that day. They will be ready for pick up on October 31st.

This is a community event that we hold annually. Last year, we had over 3,000 attendees. This year, we are expecting it to be even bigger with even more attendees.

Thank you in advance for your consideration in honoring this request.

Sincerely,

Tammy Franks

Tammy Franks, Ph.D.
Vice President
Jackson County Campus

TF/ad

Community Campus/ Advanced Manufacturing and Technology Center
10298 Express Drive
Gulfport, MS 39503
228-897-4360

Jackson County Campus
Highway 90 Vancleave Rd.
P.O. Box 100
Gautier, MS 39553
228-497-9602

Jefferson Davis Campus
2226 Switzer Rd.
Gulfport, MS 39507-3896
228-896-3355

Keesler Center
P.O. Box 5008
Keesler AFB, MS 39534
228-377-7198

West Harrison County Center
21500 B Street
Long Beach, MS 39560
228-868-6057

Perkinston Campus
Highway 49 South
P.O. Box 548
Perkinston, MS 39573
601-928-5211

George County Center
P.O. Box 77
Lucedale, MS 39452
601-947-4201

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

RESOLUTION NUMBER 058-2018

RESOLUTION APPROVING WAIVER OF BACOT PARK DEPOSIT AND FIELD RENTAL FEE FOR CHURCH FALL FESTIVAL AND FREE COMMUNITY OUTREACH TO BE HELD ON OCTOBER 27, 2018

WHEREAS, Providence Baptist Church will host a Church Fall Festival and Free Community Outreach on October 27, 2018 and has requested to host the function at Bacot Park; and

WHEREAS, Providence Baptist Church has requested that the City waive the deposit ($100.00) and rental fee ($150.00) associated with use of the Bacot Park fields; and

WHEREAS, the Mayor and Members of the Council have determined that Providence Baptist Church is tax exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, Providence Baptist Church has received more than the total amount waived by the City ($250.00) in the form of federal, state or private funding which will be used for this event;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the deposit ($100.00) and rental fee ($150.00) associated with use the Bacot Park fields for the Church Fall Festival and Free Community Outreach event on October 27, 2018 are hereby waived; and

BE IT FURTHER RESOLVED THAT, the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose.

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 October 16, 2018.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 10/08/2018
Subject: Approval to waive the deposit in the amount of ($100.00) and rental fee in the amount of ($150.00) associated with the use of the field rentals at Bacot Park for Providence Baptist Church Fall Festival and free Community Outreach.

REQUEST:
The Recreation Department received a request from Providence Baptist Church to waive all associated field rental fees for its free Community Outreach Church Picnic at Bacot Park on October 27, 2018.

BACKGROUND:
Providence Baptist Church is located at 2021 Ladnier Rd Gautier and through local community support will host a Fall Festival and free community outreach for the public to enjoy.

DISCUSSION:
The Fall Festival and Community Outreach will include free food and games for everyone to enjoy. Providence Baptist Church is a 501c3 organization.

RECOMMENDATION:
The Recreation Department recommends that City Council waive the deposit in the amount of ($100.00) and rental fee in the amount of ($150.00) associated with the use of the field rentals at Bacot Park for Providence Baptist Church Fall Festival and free Community Outreach event. The Recreation Department has determined that it is in the best interest of the City to waive all associated fees, as this event is an economic tool that brings favorable notice the opportunities, possibilities, and resources of the City of Gautier.

The City Council may:
1. Approve to waive the deposit in the amount of ($100.00) and the rental fee in the amount of ($150.00) associated with the use of the field rentals at Bacot Park for Providence Baptist Church Fall Festival and free Community Outreach event; or

2. Not approve to waive the deposit in the amount of ($100.00) and rental fee in the amount of ($150.00) associated with the use of the field rentals at Bacot Park for Providence Baptist Church Fall Festival and free Community Outreach event.

ATTACHMENTS:
1. Letter of Request

Providence Baptist Church

2021 Ladnier Road
Gautier, MS 39553

October 6, 2018

To Whom it May Concern:

Providence Baptist Church is requesting Gautier City Council to waive all associated fees with the use of Bacot Park located at 2300 Ladnier Road. This event will be a Fall Festival and Community Outreach for local youth and will be held on Saturday October 27th from 3:00 pm to 7:00 pm. This event is made possible through Providence Baptist Church located at 2021 Ladnier Rd Gautier, MS and local community donors contributing fund in excess for $350.00.

For further information please contact Pastor Rev. Paul C. Ceasar 228-497-9031 or 228-497-5393.

Sincerely Yours,

Paul C Ceasar
Rev. Dr. Paul C. Ceasar

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

ORDER NUMBER 215-2018

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 Regular Council Meeting held October 2, 2018 are hereby approved.

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

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 October 16, 2018.

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

ORDER NUMBER 216-2018

WHEREAS, the Seymour Engineering will serve as the City of Gautier's professional engineering representative for the project, providing surveying, engineering plans and specifications, and construction phase services (bidding and construction administration); and

WHEREAS, The project includes an 8 foot wide asphalt trail with outdoors exercise/fitness modules, exercise instructions, trail signage and a small parking area in the undeveloped portion of City Park, east of the current amenities; and

WHEREAS, the project is funded entirely through a Tidelands grant; and

WHEREAS, to move forward with the City Park Fitness Trail project, the City must advertise for bids; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to advertise for bids for the City Park Fitness Trail project.

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

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 October 16, 2018.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 10/09/2018
Subject: City Park Fitness Trail – Advertisement for Bid

REQUEST:
The Grants and Projects Department requests that the City Council authorize advertising for bid on the City Park Fitness Trail project.

BACKGROUND:
This project includes an 8-foot-wide asphalt trail with outdoor exercise/fitness modules, exercise instructions, trail signage and a small parking area in the undeveloped portion of City Park, east of current amenities.

Seymour Engineering is providing surveying, engineering plans and specifications, and construction phase services (bidding and construction administration) for the City Park Fitness Trail.

DISCUSSION:
This project is funded entirely through a Tidelands grant. The project would be advertised Oct. 26 and Nov. 2. Bids would be opened Dec. 7, 2018.

RECOMMENDATION:
The Grants and Projects Department recommends that City Council authorize City staff to advertise for bid on the City Park Fitness Trail project.

The City Council may:
1) Authorize City staff to advertise for bid on the City Park Fitness Trail project as presented; or
2) Not authorize City staff to advertise for bid on the City Park Fitness Trail project as presented

ATTACHMENTS:
1. Bid Advertisement
2. Request to Advertise

NOTICE OF INVITATION FOR BID

Notice is hereby given that the City of Gautier, Mississippi, will receive sealed bids at City Hall, City of Gautier, 3330 Highway 90, Gautier, Mississippi 39553 until 2:00 p.m. (CDT) on Friday, December 7, 2018, for the following:

CITY PARK NATURE TRAIL
CITY OF GAUTIER

These bids are invited to construct an asphalt walking trail in Gautier, Mississippi.

A Pre-Bid meeting will be held at 10:00 a.m. on Friday, November 16, 2018 at the office of Seymour Engineering, 925 Tommy Munro Drive, Suite G, Biloxi, Mississippi. It is strongly suggested that all prospective Bidders attend this meeting.

All Bids must be accompanied by a certified check or bank draft payable to the order of The City of Gautier, Mississippi, negotiable U.S. Government bonds (at par value), or a satisfactory Bid bond executed by the Bidder and an acceptable surety, must be submitted in an amount equal to five percent (5%) of the total bid.

All Bids submitted in excess of $50,000.00 by a prime or subcontractor to do any erection, building, construction, repair, maintenance or related work, must comply with Section 31-3-21, Mississippi Code of 1972, by having a current Certificate of Responsibility from the State Board of Public Contractors. The Contractor's classification should include the ability to perform work in regards to clearing, grubbing, and snagging.

Bid documents are being made available via paper copy or digital copy (CD). All Prospective Bidders and Plan Holders are required to register for an account and log-in at www.SeymourEngPlans.com. At this site, plans can be viewed at no charge or physically purchased. All Prospective Bidders and Plan Holders must have a valid email address for registration. Purchased bid documents are non-refundable and must be purchased through the website. A view only copy of the plans, specifications, and proposal documents are also available at the office of Seymour Engineering, 925 Tommy Munro Drive, Suite G, Biloxi, Mississippi. The Seymour Engineering Project Manager is Reed Bryant, P.E. and can be contacted at the listed address or at (228) 385-2350 ext. 124 regarding the project. Plans and Contract Documents may be examined online or at the office of Seymour Engineering during regular business hours (8:00 a.m. – 5:00 p.m., Monday – Friday).

Bids may be submitted via envelope or electronically at www.SeymourEngPlans.com until the time specified. Bids received after the specified time will be returned unopened. Bids submitted by envelope must be addressed to SHERRY FARABEE, PURCHASING AGENT, City of Gautier, City Hall, 3330 Highway 90, Gautier, Mississippi 39553 and designated as Bid for:

CITY PARK NATURE TRAIL
CITY OF GAUTIER

The current Certificate of Responsibility Number shall be indicated on the exterior of the sealed bid envelope in order to be opened. All Bids submitted for $50,000 or less shall be so marked on the exterior of the sealed bid envelope.

The City of Gautier reserves the right to reject any and all bids received and to award said bid in the best interest of the City. Bids may be held for a period not to exceed sixty (60) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of Bidders, prior to awarding of the Contract.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2018.

_____

PAULA YANCEY, CITY MANAGER
CITY OF GAUTIER
3330 US-90
GAUTIER, MS 39553

Run 2 Times: 10/26/2018
11/02/2018
Open: 12/07/2018

SEYMOUR ENGINEERING

September 28, 2018

Ms. April Stennett
Grants and Projects Administrator
City of Gautier
3330 Highway 90
Gautier, MS 39533

Re: Approval to Advertise for Bids
City Park Nature Trail, Gautier, MS

Dear Ms. Stennett,

At this time, preparation of the plans and specifications for this project is such that it is now appropriate to seek Council approval to advertise for bids. We anticipate having the bid documents finalized within the upcoming weeks, and will advertise the project shortly thereafter. The plans and specifications are available to the City upon request.

With this said, I am requesting the City Council's approval to advertise the City Park Nature Trail Project for Bid.

Sincerely,
SEYMOUR ENGINEERING

D. Reed Bryant, P.E.
Project Engineer

925 Tommy Munro Dr., Suite G, Biloxi, MS 39535
Phone: 228-385-2350 Fax: 228-385-2353
se@seymoureng.com www.seymoureng.com

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

ORDER ADOPTING JACKSON COUNTY, MISSISSIPPI AD VALOREM TAX ASSESSMENT ROLLS AS THE ASSESSMENT ROLLS FOR THE CITY OF GAUTIER

ORDER NUMBER 217-2018

WHEREAS, the 2018 ad valorem tax assessment roll of Jackson County has been filed with the Board of Supervisors; and

WHEREAS, the Chancery Clerk of Jackson County has delivered to and filed with the City Clerk a true copy of the part of the 2018 Jackson County assessment roll containing the property located within the City of Gautier; and

WHEREAS, the total assessed value of the real property within the City of Gautier is $88,976,976.00; and

WHEREAS, the total assessed value of all personal property within the City of Gautier is $33,278,158.00; and

WHEREAS, the total assessed value of all property, both real and personal, within the City of Gautier is $122,255,134.00; and

NOW, THEREFORE, IT IS ORDERED that said part of the assessment rolls of Jackson County, Mississippi, filed with the City Clerk by the Chancery Clerk of Jackson County, Mississippi, is hereby adopted as the tax assessment rolls of the City of Gautier for the year 2018.

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 October 16, 2018.

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

ORDER NUMBER 218-2018

WHEREAS, as part of the municipality's audit, the governing authorities of the municipality must make certain assertions with regard to legal compliance;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Municipal Compliance Questionnaire for FY 2017 - 2018 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 October 16, 2018.

Municipal Compliance Questionnaire

As part of the municipality's audit, the governing authorities of the municipality must make certain assertions with regard to legal compliance. The municipal compliance questionnaire was developed for this purpose.

The following questionnaire and related certification must be completed at the end of the municipality's fiscal year and entered into the official minutes of the governing authorities at their next regular meeting.

The governing authorities should take care to answer these questions accurately. Incorrect answers could reduce the auditor's reliance on the questionnaire responses, resulting in the need to perform additional audit procedures at added cost.

Information

Note: Due to the size of some municipalities, some of the questions may not be applicable. If so, mark N/A in answer blanks. Answers to other questions may require more than "yes" or "no," and, as a result, more information on this questionnaire may be required and/or separate work papers may be needed.

1. Name and address of municipality:
   City of Gautier, 3330 Highway 90, Gautier, Ms. 39553

2. List the date and population of the latest official U.S. Census or most recent official census:
   2016 - 18,471

3. Names, addresses and telephone numbers of officials (include elected officials, chief administrative officer, and attorney).

4. Period of time covered by this questionnaire:

   From: October 2017 To: September 2018

5. Expiration date of current elected officials' term: 2021

MUNICIPAL COMPLIANCE QUESTIONNAIRE
Year Ended September 30, 20__

Answer All Questions: **Y** - YES, **N** - NO, **N/A** - NOT APPLICABLE

PART I - General

1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13) ___y___

2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27) ___y___

3. Are municipal records open to the public? (Section 25-61-5) ___y___

4. Are meetings of the board open to the public? (Section 25-41-5) ___y___

5. Are notices of special or recess meetings posted? (Section 25-41-13) ___y___

5. Are all required personnel covered by appropriate surety bonds?
   - Board or council members (Sec. 21-17-5) ___y___
   - Appointed officers and those handling money, see statutes governing the form of government (i.e., Section 21-3-5 for Code Charter) ___y___
   - Municipal clerk (Section 21-15-38) ___y___
   - Deputy clerk (Section 21-15-23) ___y___
   - Chief of police (Section 21-21-1) ___y___
   - Deputy police (Section 45-5-9) (if hired under this law) ___n/a___

7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Sections 21-15-17 and 21-15-19) ___y___

8. Are minutes of board meetings signed by the mayor or majority of the board within 30 days of the meeting? (Section 21-15-33) ___y___

9. Has the municipality complied with the nepotism law in its employment practices? (Section 25-1-53) ___y___

10. Did all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105) ___y___

11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31) ___y___

12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance? (Section 21-35-31 or 21-17-19) ___y___

PART II - Cash and Related Records

1. Where required, is a claims docket maintained? (Section 21-39-7) ___y___

2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9) ___y___

3. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued? (Section 21-39-7) ___y___

4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13) ___y___

5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn? (Section 21-39-13) ___y___

6. Has the municipality adopted and entered on its minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-5, 21-35-7 and 21-35-9) ___y___

7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23) ___y___

8. Has the municipality held a public hearing and published its adopted budget? (Sections 21-35-5, 27-39-203, & 27-39-205) ___y___

9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25) ___y___

10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25) ___y___

11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11) ___n___

12. Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13) ___y___

13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17) ___y___

14. Has the municipality commissioned municipal depositories? (Sections 27-105-353 and 27-105-363) ___y___

15. Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323) ___y___

16. Are donations restricted to those specifically authorized by law? [Section 21-17-5 (Section 66, Miss. Constitution) -- Sections 21-19-45 through 21-19-59, etc.] ___y___

17. Are fixed assets properly tagged and accounted for? (Section II - Municipal Audit and Accounting Guide) ___y___

18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41? ___y___

19. Are all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41) ___y___

PART III - Purchasing and Receiving

1. Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)] ___y___

2. Are all lowest and best bid decisions properly documented? [Section 31-7-13(d)] ___y___

3. Are all one-source item and emergency purchases documented on the board's minutes? [Section 31-7-13(m) and (k)] ___y___

4. Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23) ___y___

PART IV - Bonds and Other Debt

1.	Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303)	y
2.	Has the municipality levied and collected taxes, in a sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87)	y
3.	Have the required trust funds been established for utility revenue bonds? (Section 21-27-65)	y
4.	Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317)	y
5.	Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5)	y

PART V - Taxes and Other Receipts

1.	Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167)	n
2.	Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53)	y
3.	Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63)	county
4.	Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53)	y
5.	Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Sections 27-39-320 and 27-39-321)	y
6.	Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5)	y
7.	Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1)	y
8.	Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37)	y

9. Has the municipality levied or appropriated not less than 1/4 mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Sections 83-1-37 and 83-1-39) ___y___

10. Are state-imposed court assessments collected and settled monthly? (Section 99-19-73, 83-39-31, etc.) ___y___

11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21) ___y___

12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1) ___y___

13. Has the municipality determined the full and complete cost for solid waste for the previous fiscal year? (Section 17-17-347) ___y___

14. Has the municipality published an itemized report of all revenues, costs and expenses incurred by the municipality during the immediately preceding fiscal year in operating the garbage or rubbish collection or disposal system? (Section 17-17-348) ___y___

15. Has the municipality conducted an annual inventory of its assets in accordance with guidelines established by the Office of the State Auditor? (MMAAG) ___y___

(MUNICIPAL NAME)

Certification to Municipal Compliance Questionnaire

Year Ended September 30, 20 18

We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of Gautier, and, to the best of our knowledge and belief, all responses are accurate.

_____	_____
(City Clerk's Signature)	(Mayor's Signature)
_____	_____
(Date)	(Date)

Minute Book References:

Book Number _____

Page _____

(Clerk is to enter minute book references when questionnaire is accepted by board.)

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

ORDER NUMBER 219-2018

WHEREAS, the Gautier Mullet and Music Fest will be held on October 27, 2018; and

WHEREAS, the Gautier Mullet and Music Fest has requested that the City sponsor the event by providing in-kind services, including but not limited to the following:

i) Advertisement of the event on the City's electronic signs;
ii) Provision of traffic control at the event (2 officers with an all-terrain vehicle);
iii) Provision of 4 sets of bleachers;
iv) Banner placement at the highway city entrances;
v) Provision of the 16X16 wooden stage;
vi) Provision of the large and small tents; and
vii) Provision of 4 night light plants.

WHEREAS, in exchange for these services, the City of Gautier will be recognized as a sponsor of this event; and

WHEREAS, the Mayor and Members of the Council have determined that the sponsorship of the 2018 Gautier Mullet & Music Fest is an economic development tool to bring favorable notice, opportunities, possibilities and resources to the City of Gautier; and

WHEREAS, in the judgment of the Council, the sponsorship will be helpful toward advancing the moral, financial and other interests of the City.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the sponsorship described above is hereby approved.

IT IS FURTHER ORDERED that, as an additional form of sponsorship, the Singing River Mall Site, currently leased by the City, will be made available as the location for the 2018 Gautier Mullet & Music Fest pursuant to the previously approved Limited Use Agreement.

IT IS FURTHER ORDERED that the City Manager and City Clerk are authorized to execute any and all documents necessary for this purpose.

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 October 16, 2018.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager

From: Chassity Bilbo, Recreation Director

Date: October 10, 2018

Subject: 2018 Gautier Mullet & Music Festival Sponsorship

REQUEST:

The Recreation Department has received a request from the Gautier Mullet and Music Festival Committee to sponsor the 2018 Gautier Mullet and Music Festival by providing in-kind services.

BACKGROUND:

The 28th Annual Gautier Mullet and Music Festival will be held on Saturday, October 27th from 10:00 a.m. to 9:00 p.m. The free event features arts and craft vendors, live entertainment, heritage and educational displays, children's area, classic cars, and food booths.

DISCUSSION:

Gautier Mullet and Music Festival have requested that the City sponsor the event by providing in-kind services, including but not limited to the following:

1. Advertisement of the event on the City's electronic signs
2. Provision of traffic control at the event (2 officers with an all-terrain vehicle);
3. Provision of 4 sets of bleachers
4. Banner placement at the highway city entrances
5. Provision of the 16X16 wooden stage
6. Provision of the large and small tents
7. Provision of 4 night light plants

RECOMMENDATION:

The Recreation Department has determined that it is in the best interest of the City to provide sponsorship for the festival as this event is an economic tool that brings into favorable notices the opportunities, possibilities, and resources of the City of Gautier.

City Council may:

1) Approve a sponsorship for the 2018 Gautier Mullet & Music Festival as requested;
2) Not approve a sponsorship for the 2018 Gautier Mullet & Music Festival as requested.

ATTACHMENT(S):

Special Event Request

GAUTIER MISSISSIPPI
Nature's Playground

CITY OF GAUTIER

SPECIAL EVENT PERMIT APPLICATION

Submit This Form to the City Clerk Office at least thirty (30) days prior to requested event.

(Please print or type all information below)

Event Information:
Date of Event 10/27/2018 Day or Week SATURDAY Starting Time 10:00 (AM)/PM
Ending Time: 9:00 (AM)/PM Proposed Location of the Event: DOLPHIN @ OLD MALL
Describe the type of event to be conducted: FESTIVAL

Reason for Event, Demonstration or March:
GAUTIER MULLET & MUSIC FESTIVAL
(ANNUAL FALL FESTIVAL)

If Event includes a city property or streets, give proposed route:

	(Street)	(Direction Turn)	(Street)
1.	DOLPHIN ST	NORTH OF HWY 90,	NORTH OF LOWES NORTH ETRANCE
2.	OLD MALL PROPERTY	WEST END	HWY 90
3.	EXTENDED AROUND	FOUNTAIN CURVE;	SEE MAP
4.			
5.			

ATTACH A DETAILED MAP OF THE PROPOSED ROUTE IF REQUESTING A STREET CLOSURE FOR THE EVENT. ATTACH A LIST OF THE ADJACENT BUSINESS OWNERS

Applicant Information:
Organization:
Name: GAUTIER MULLET & MUSIC FEST Phone: (228) 218-6649
Address: P. O. BOX 852 GAUTIER MS 39553
City State Zip
Type of Organization: CIVIC Profit: ✓ Non-Profit Federal ID# 64-8827576 Zip 4
(Religious, Civic, Social, Etc.)

Individual Making Application for Organization:
Name: GUY CAGNOLATTI Phone (Home): (228) 218-6649
Address: 1908 GANDY POINT CIRCLE Phone (Work): ( ) -
City: GAUTIER State: MS Zip Code: 39553
Position with Organization: TREASURER, FINANCIAL OFFICER

Individual(s) Responsible for keeping order and maintenance:
Name: DAVID DIBONA Phone (H): (228) 218-9272 (W) ( ) -
Name: Phone (W): ( ) - (W) ( ) -

FOR OFFICE USE ONLY
Date Rec'd: Received By:
Event has been:
Approved: Disapproved:
Approval/Disapproval Authority
Date:

Public Demonstrations and Parades are covered under city of Gautier Code of Ordinances

Requirements of Applicant:

___ Security	___ Clean up During Event	___ Staging
___ Traffic Direction	___ Clean up After Event	___ Fencing
___ Barricades	___ Trash Receptacles/Bag	✓ Other
___ Set Up Barricades		

SEE LIST PROVIDED

In applying for this permit, I the undersigned, as the responsible individual of the above named organization; AGREE TO HOLD THE CITY OF GAUTIER FREE AND HARMLESS OF ANY LIABILITY WHICH MAY RESULT FROM SAID EVENT, AND ACCEPT FULL RESPONSIBILITY FOR ANY SUCH LIABILITY.

Applicant's Signature: Guy Cagnolatti Date: 9/22/16

RESOLUTION APPROVING CLOSURE OF ROADS AND TRAFFIC CONTROL MEASURES AS DESCRIBED IN THE APPLICATION FOR SPECIAL EVENT PERMIT SUBMITTED BY THE GAUTIER MULLET AND MUSIC FEST

RESOLUTION NUMBER 059-2018

WHEREAS, the Gautier Mullet and Music Fest has made a request for road closure of portions of Dolphin Drive as more fully described in an application for special permit submitted on September 22, 2018; and

WHEREAS, the purpose of the road closure is to conduct the 2018 Gautier Mullet and Music Fest; and

WHEREAS, pursuant to Miss. Code Ann. 21-27-3, municipalities have full jurisdiction over city streets; and

WHEREAS, pursuant to that jurisdiction, cities may close public streets temporarily for public purposes, e.g., parades, festivals, regulation of traffic or other valid purposes under the police power; and

WHEREAS, this authority would include the ability to temporarily close streets to prevent injury to, destruction of, or interference with public or private property, based upon a finding of necessity; and

WHEREAS, based on the application submitted by the Gautier Mullet and Music Fest , the Mayor and Members of Council hereby find that closure of the relevant public streets for the time period requested is necessary to prevent injury to, destruction of, or interference with public or private property;

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Gautier, Mississippi that the request for road closure of portions of Dolphin Drive as more fully described in an application for special permit dated September 22, 2018 is hereby approved.

BE IT, FURTHER RESOLVED that associated traffic and crowd control is hereby approved, subject to the discretion and judgment of the Police Chief;

BE IT, FURTHER RESOLVED that the Council authorizes the City Manager or Clerk to execute all documents necessary for this purpose.

The motion to approve the foregoing resolution 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**

WHEREUPON, the Mayor and Members of the Council of the City of Gautier, Mississippi, declared the motion carried and the Resolution adopted this the **16th** day of October, 2018.

_____

PHIL TORJUSEN, MAYOR

ATTEST:

_____

CITY CLERK

GAUTIER MISSISSIPPI
Nature's Playground

CITY OF GAUTIER

SPECIAL EVENT PERMIT APPLICATION

Submit This Form to the City Clerk Office at least thirty (30) days prior to requested event.

(Please print or type all information below)

Event Information:
Date of Event 10/27/2018 Day or Week SATURDAY Starting Time 10:00 (AM)/PM
Ending Time: 9:00 (AM)/PM Proposed Location of the Event: DOLPHIN @ OLD MALL
Describe the type of event to be conducted: FESTIVAL

Reason for Event, Demonstration or March:
GAUTIER MULLET & MUSIC FESTIVAL
(ANNUAL FALL FESTIVAL)

If Event includes a city property or streets, give proposed route:

(Street)	(Direction Turn)	(Street)
1. DOLPHIN ST	NORTH OF HWY 90,	NORTH OF LOWES NORTH ETRANCE
2. OLD MALL PROPERTY	WESTEND	HWY 90
3. EXTENDED AROUND	FOUNTAIN CURVE;	SEE MAP
4.		
5.		

ATTACH A DETAILED MAP OF THE PROPOSED ROUTE IF REQUESTING A STREET CLOSURE FOR THE EVENT. ATTACH A LIST OF THE ADJACENT BUSINESS OWNERS

Applicant Information:
Organization:
Name: GAUTIER MULLET & MUSIC FEST Phone: (228) 218-6649
Address: P. O. BOX 852 GAUTIER (City) MS (State) 39553 (Zip)
Type of Organization: CIVIC (Religious, Civic, Social, Etc.) Profit: ✓ Non-Profit Federal ID# 64-8827576 (Zip 4)

Individual Making Application for Organization:
Name: GUY CAGNOLATTI Phone (Home): (228) 218-6649
Address: 1908 GANDY POINT CIRCLE Phone (Work): ( ) -
City: GAUTIER State: MS Zip Code: 39553
Position with Organization: TREASURER, FINANCIAL OFFICER

Individual(s) Responsible for keeping order and maintenance:
Name: DAVID DIBONA Phone (H): (228) 218-9272 (W) ( ) -
Name: Phone (W): ( ) - (W) ( ) -

FOR OFFICE USE ONLY
Date Rec'd: Received By:
Event has been:
Approved: Disapproved:
Approval/Disapproval Authority
Date:

Public Demonstrations and Parades are covered under city of Gautier Code of Ordinances

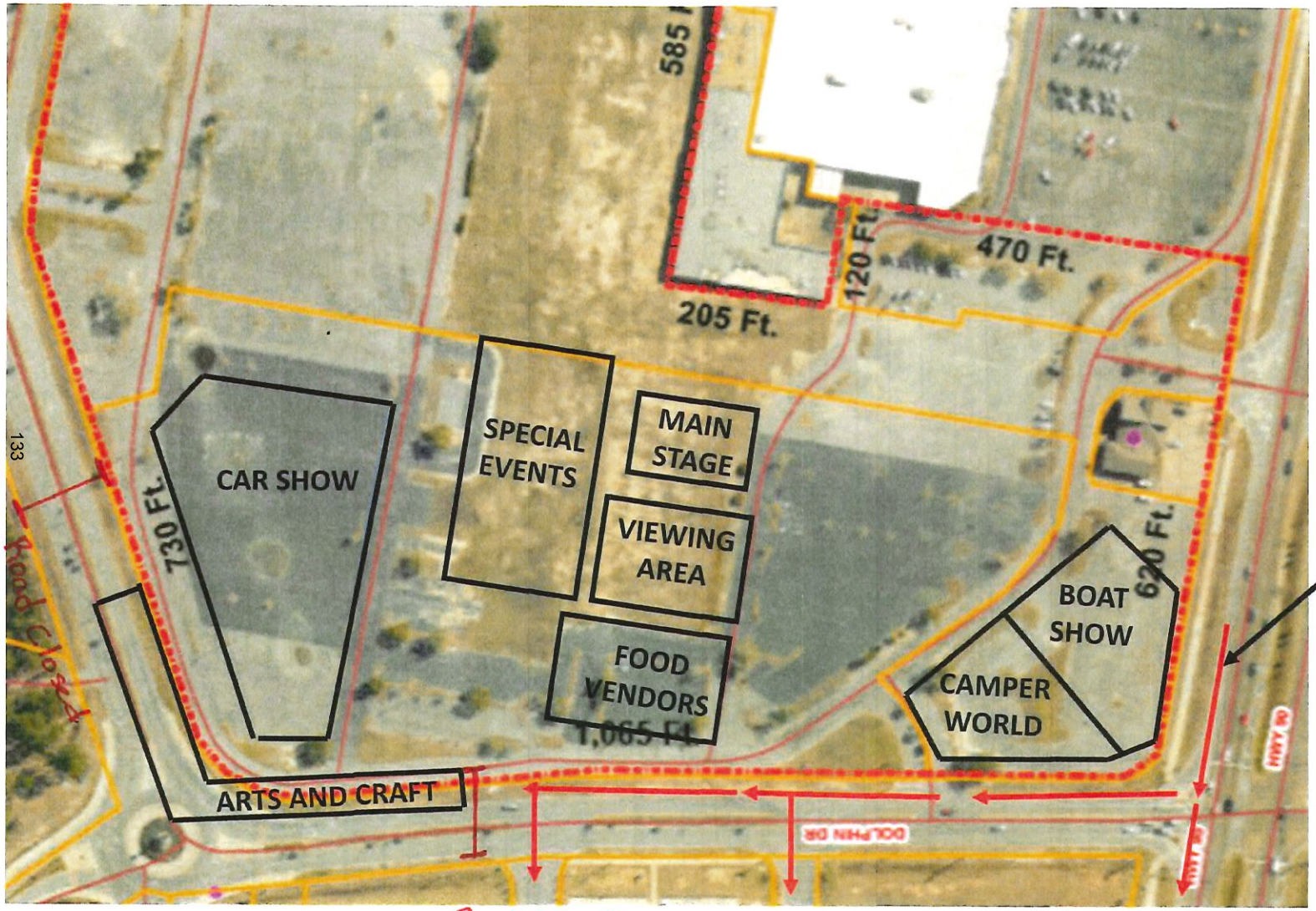
Requirements of Applicant:

___ Security	___ Clean up During Event	___ Staging
___ Traffic Direction	___ Clean up After Event	___ Fencing
___ Barricades	___ Trash Receptacles/Bag	✓ Other
___ Set Up Barricades		

SEE LIST PROVIDED

In applying for this permit, I the undersigned, as the responsible individual of the above named organization; AGREE TO HOLD THE CITY OF GAUTIER FREE AND HARMLESS OF ANY LIABILITY WHICH MAY RESULT FROM SAID EVENT, AND ACCEPT FULL RESPONSIBILITY FOR ANY SUCH LIABILITY.

Applicant's Signature: Guy M Cagnolatti Date: 9/22/16



TRAFFIC FLOW

ORDER AUTHORIZING SETTLEMENT OF A PROPERTY DAMAGE CLAIM BY THE CITY OF GAUTIER AGAINST ACADIAN AMBULANCE SERVICE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO SETTLE THE CLAIM AS MAY BE DIRECTED BY THE CITY ATTORNEY

ORDER NUMBER 220-2018

WHEREAS, on October 1, 2018 a Gautier fire truck was negligently struck by a vehicle owned and operated by Acadian Ambulance Service at the intersection of Victoria Drive and Piccadilly, as fully described in the attached accident report; and

WHEREAS, property damage occurred as a result of the collision, however no personal injuries resulted; and

WHEREAS, an estimate indicates that repair of the fire truck to its original condition will cost approximately $6,000.00; and

WHEREAS, Acadian Ambulance Service has agreed to pay for the services and parts required to repair the fire truck; and

WHEREAS, the City Attorney, the City Manager, and the Department Head are all in agreement that the offer of settlement should be accepted and that the same is in the best interest of the City; and

WHEREAS, the City Council hereby finds that the settlement should be accepted and that the same is in the best interest of the City;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GAUTIER DOES HEREBY ORDER AND DIRECT AS FOLLOWS:

SECTION 1. Acadian Ambulance Service's offer to pay for the repairs of the fire truck is hereby accepted.

SECTION 2. The City Manager is further authorized and directed to execute any and all documents that may be required for this transaction, as advised by the City Attorney.

SECTION 3. The City Attorney is authorized and directed to prepare any and all necessary settlement documents in order to effect the settlement of this claim.

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 October 16, 2018.

STATE OF MISSISSIPPI
UNIFORM CRASH REPORT

Agency Number: 3 0 0 2
Agency Case Number: 2 0 1 8 1 0 0 0 3 2

Agency Name: GAUTIER POLICE DEPT

G1. County: 3 0

G2. Status Code: ● C P U

G3. Reported Date (MM/DD/YYYY): 1 0 / 0 1 / 2 0 1 8

G4. Reported Time (2400): 1 8 3 3

G5. Officer Time — Arrival Time (2400): 1 8 4 0 — 10-24 Time (2400): 1 8 5 5

G6. Vehicles: 0 2

G7. Killed: 0 0

G8. Injured: 0 0

G9. Address Number: 1 9 2 1

G10. Street Name: V I C T O R I A

G11. Hwy/County Road #:

G12. Trafficflow Direction: N ● E S W

G13. Int.: Y ● N

G14. Distance: 0 3 8 . 4 5 ● F M

G15. Direction: N E ● S W

G16. Intersecting Street Name: P I C A D I L L Y

G17. Int. Hwy/County Road #:

G18. City Name: G A U T I E R

G19. Latitude: N 3 0 2 5 . 1 9 1

G20. Longitude: W 0 8 8 3 8 . 2 8 7

G21. First Harmful Event

Crash with OMV in Road
- Rear end slow or stop
- Rear end turn
- Left turn same roadway
- Left turn cross traffic
- Right turn cross traffic
- Head on
- Sideswipe
- ● Angle
- Hit and run

Non-Crash in Road
- Overturn
- Jackknife
- Fell from vehicle
- Other

Crash of MV in Road with
- Pedestrian
- Parked Vehicle
- Train
- Bicyclist
- Deer
- Animal (other than deer)

Fixed Object
- Bridge/Culvert
- Embankment/Ditch/Curb
- Guardrail/Median Barrier
- Tree
- Utility pole/light support
- Other fixed object
- Sign Post
- Signal standard

Non-Fixed Object
- Building/Other Structure
- Maint. Equip. - Not Moving
- Maint. Equip. - Moving
- Other non-fixed object

G22. Crash Location
- ● Roadway
- Off-Roadway
- Median
- Roadside
- Shoulder
- Parking Lot
- Gore

G23. Intersection Type
- ● None
- Four-way Inter
- T - Intersection
- Crossover
- Driveway
- Five-point or more
- Off Ramp
- On Ramp
- Path/Trail
- RR Xing
- Traffic Circle/Round
- Y - Intersection

G24. Roadway System
- ● City Street
- State Highway
- U.S. Highway
- County Road
- Parking Lot/Private Drive
- Interstate
- Off Road
- State Park

G25. Light Condition
- ● Daylight
- Dark-Lit
- Dark-Unlit
- Dawn
- Dusk

G26. Road Condition
- Dry
- ● Wet
- Water
- Sand/Mud/Dirt/Oil/Gravel
- Ice
- Slush
- Snow

G27. Weather Condition (2)
- ✕ Clear
- Blown Debris
- Rain
- Fog/Smog/Smoke
- Cloudy
- Sleet/Hail
- High winds
- Snow

G28. Workzone Relationship
- ● Not Workzone Related
- Within Construction Zone
- Advance Warning Area

G29. Workzone Type (2)
- ✕ None
- Intermittent or Moving Work
- Lane Closure
- Lane Shift/Crossover
- Shoulder/Median Work
- Utility

WITNESS(ES)

G30. First Name: M Last Name:
G31. Address: G32. Phone Number:
G33. City: G34. State: G35. Zip Code:
G36. Sex: M F G37. Age:

G38. First Name: M Last Name:
G39. Address: G40. Phone Number:
G41. City: G42. State: G43. Zip Code:
G44. Sex: M F G45. Age:

G46. Badge Number: 3 4

G47. Investigating Officer Name (Please Print): Sgt. S. Blevins

G48. Officer Signature: Sgt. S. Blevins

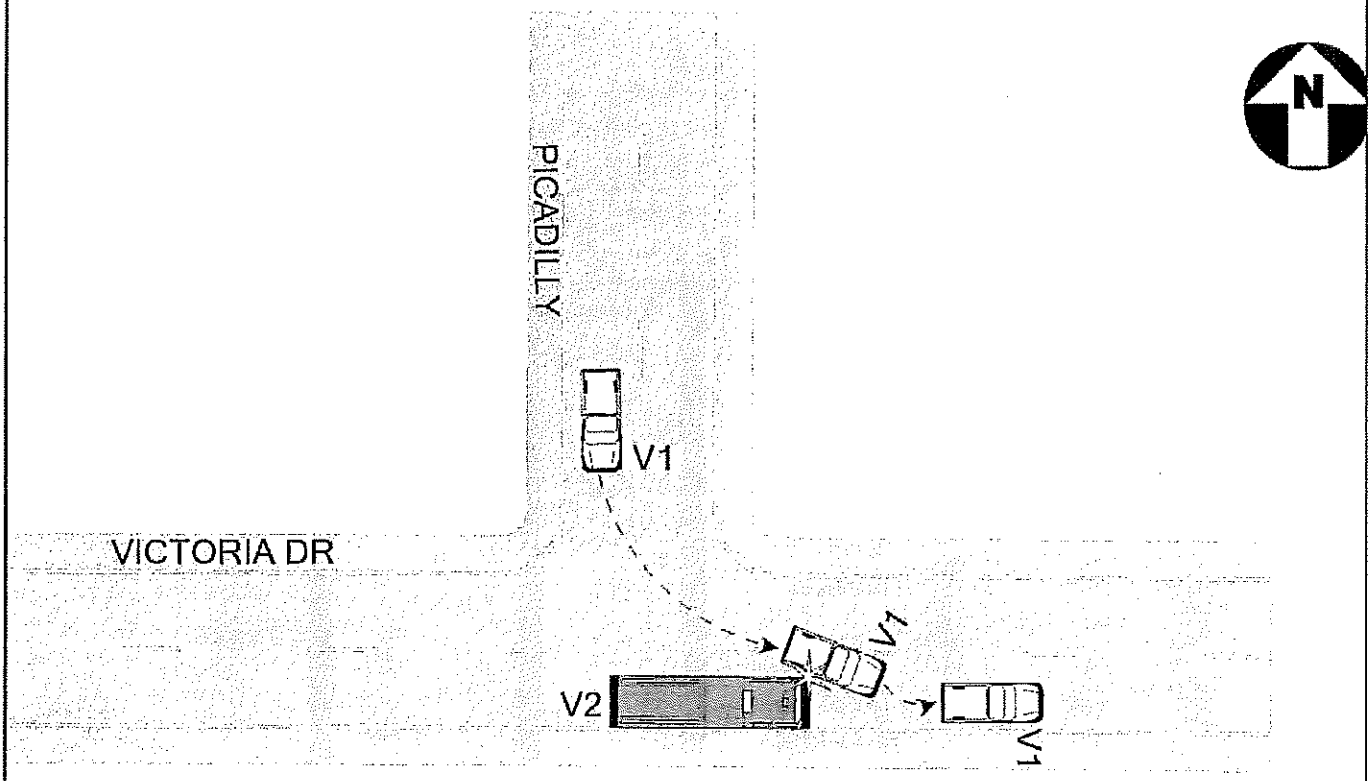
G49. Reviewing Badge Number: 1 1

G50. Reviewing Officer Initials: M R

G51. Photos Taken: Y ● N

G52. Photographer and Badge #:

N1. Collision Diagram



N2. Collision Narrative

BOTH VEHICLES WERE EMERGENCY VEHICLES. V2 WAS PARKED IN FRONT OF 1921 VICTORIA DR.
V1 APPROACHED FROM PICADILLY AS THE DRIVER OF VEHICLE V1 TURNED ONTO VICTORIA, V1 CAUGHT THE FRONT BUMPER OF THE PUMPER CAUSING DAMAGE TO BOTH VEHICLES.
V1 SUSTAINED DAMAGE TO THE PASSENGER SIDE FROM THE CAB DOWN TO THE BED OF THE TRUCK. V2 HAD DAMAGE TO THE BUMPER AREA. BOTH VEHICLES WERE ABLE TO REMAIN IN SERVICE AND DRIVEN AWAY.

MUCR Person/Occupant

V0. Veh. # 01 | P0. Person # 01 | Agency Number 3002 | Agency Case Number 2018100032

P1. Person Type: ● Driver | Pedestrian | Bicyclist | Skater | Other non-motorist | Train Engineer | Hit and Run Driver | LE

P2. Driver License#: 802697443

P3. State: MS

P4. Driver's License Class: Regular Operator | ● Regular Operator | Motorcycle | Class D (MS only) | CDL Class: A | B | C

P5. DOB (MM/DD/YYYY): 12/09/1985

P6. First Name: DANIEL | MI: E | Last Name: GRILLO

P7. Address: 8713 CORY COURT

P8. Phone Number: 2283690308

P9. City: OCEAN SPRINGS | P10. State: MS | P11. Zip Code: 39564

P12. DL Status: ● Valid | Suspended - DUI | No License | Learner Permit | Expired | Improper DL | Suspended | Other

P13. Cited: Y | ● N | P

P14. Ticket #:

P15. Offense:

P16. Xport: ● Not Transported | Police | Hearse | EMS | Private Vehicle

P17. EMS Agency Code

P18. Medical Facility Code

P19. Condition: ● No Defects Apparent | Obviously Intoxicated | Unknown | Physical Impairment | Hit and Run | Affected by Exhaust Fumes | Drinking - Not impaired | Using Drugs - Impaired | Drinking - Impaired | Using Drugs - Not Impaired | Fell Asleep/Fainted/Fatigue | Pending Lab Results

P20. Non-Motorist Action: Unknown | Pushing vehicle | Entering/Crossing Roadway | Approaching/leaving vehicle | Walking/running/playing/cycling | Playing/working on vehicle | Working | Standing

P21. Contributing Circumstance (3): No Apparent Improper Driving | Made Improper Turn | Not Visible (Dark Clothing) | Failed to Yield Right of Way | Left of Center | Operating Defective Equipment | Following Too Closely | Failure to keep proper lane/Run off road | Passed Stop Sign | Speed Too Fast For Conditions | Avoidance | Pedestrian Actions | Driving Under The Influence | Drove on Wrong Side of Road | Ran Red Light | Animal on Roadway | Fatigued/Asleep | Roadway Defects | Faulty Equipment | Illegally Crossing Median | Visibility Obstructed | Exceeded Lawful Speed | Improper Lane Change | Improper Backing | Improper Passing/Overtaking | Lying and/or illegally in roadway | ✕ See Crash Description

P22. Safety Equip. (2): ✕ Shoulder & Lap Belt | None | Lap Belt | Automated Restraint | Shoulder Belt | Child Safety Seat | Helmet

P23. Injury Type: ● None | Complaint of Pain | Moderate | Life Threatening | Killed

P24. Ejection: ● Not | Partially | Totally

P25. Extricated: ● N | Y

P26. Sex: ● M | F

P27. Race: ● White | Hispanic | Black | Other

P28. Position: ● Left | Center | Right

P29. Airbag: Deployed - Front | ● Not Deployed | Deployed - Side | No Airbag | Deployed - Both

Alcohol Test Information

P30. Type: ● None | Serum | Blood | Urine | Breath

P31. Status: ● None given | Test given | Test refused | Test given, pending

P32. Result:

Drug Test Information

P33. Type: ● None | Serum | Blood | Urine

P34. Status: ● None given | Test given, pending | Test refused | Test given

P35. Cell: Cellular Phone In Use? Y | ● N

Occupant

O0. Vehicle #: | O1. First Name | MI | Last Name

O2. Address Same as Person # | O3. Address

O4. City | O5. State

Unborn Child

O6. Position: Front-Driver | 3rd-middle | Front-Middle | 3rd-right | Front-right | Sleeper of Truck Cab | 2nd-left | Encl. Pass./Cargo Area | 2nd-middle | Unencl. Pass./Cargo Area | 2nd-right | Riding on Exterior | 3rd-left | Towed Vhcl./Trailer

O7. Safety Equip. (2): Shoulder and Lap Belt | None | Lap Belt | Automated Restraint | Shoulder Belt | Child Safety Seat | Helmet

O8. Sex: M | F

O9. Race: White | Hispanic | Black | Other

O10. Age

O11. Extricated: M | N | Y

O12. Ejection: Not | Partially | Totally

O13. Injury Type: None | Life Threatening | Complaint of Pain | Moderate | Killed

O14. Airbag: Deployed - Front | Not Deployed | Deployed - Side | No Airbag | Deployed - Both

O15. Xport: Not Transported | Police | Hearse | EMS | Private Vehicle

O16. EMS Agency Code

O17. Medical Facility Code

Occupant

O0. Vehicle #: | O1. First Name | MI | Last Name

O2. Address Same as Person # | O3. Address

O4. City | O5. State

Unborn Child

O6. Position: Front-Driver | 3rd-middle | Front-Middle | 3rd-right | Front-right | Sleeper of Truck Cab | 2nd-left | Encl. Pass./Cargo Area | 2nd-middle | Unencl. Pass./Cargo Area | 2nd-right | Riding on Exterior | 3rd-left | Towed Vhcl./Trailer

O7. Safety Equip. (2): Shoulder and Lap Belt | None | Lap Belt | Automated Restraint | Shoulder Belt | Child Safety Seat | Helmet

O8. Sex: M | F

O9. Race: White | Hispanic | Black | Other

O10. Age

O11. Extricated: M | N | Y

O12. Ejection: Not | Partially | Totally

O13. Injury Type: None | Life Threatening | Complaint of Pain | Moderate | Killed

O14. Airbag: Deployed - Front | Not Deployed | Deployed - Side | No Airbag | Deployed - Both

O15. Xport: Not Transported | Police | Hearse | EMS | Private Vehicle

O16. EMS Agency Code

O17. Medical Facility Code

MUCR Vehicle

V0. Vehicle: 01 | V1. Total Occupants: 01 | Agency Number: 3002 | Agency Case Number: 2018100032

Vehicle Information

V. VIN: 1FTEW1CG2FFCD7708

V2. State: MS | V3. Year: 2099 | V3a. Non-Expiring | V4. License Plate Number: G70763 | V9. Damage: H L N ●

V5. Make: FORD | V6. Model Year: 2015 | V10. Speed Zone: 25

V7. Vehicle Model: F150 | V8. Vehicle Color: WHT | V11. Est. Speed: 15

Owner Information

Same as Driver

V12. Owner Name: JACKSON COUNTY

V13. Address: P.O. BOX 998

V14. City: PASCAGOULA | V15. State: MS | V16. Zip Code: 39568

V17. No Proof of Insurance

V18. Insurance Company Name: DWIGHT W. ANDRUS | V19. Policy Number: TC2JCAP5H601551-18

V20. Sequence of Events

Collision w/ Person, Vehicle/Non-fixed Object (1 2 3 4)	Non-Collision (1 2 3 4)	Collision w/ Fixed Object (1 2 3 4)
Animal	Cargo Loss/Shift	Attenuator/Cushion
Bicyclist	Crossover	Bridge Structure
Maintenance Equip.	Equipment Failure	Culvert
Moving Vehicle	Fell/Jump from Vehicle	Curb
● Parked Vehicle	Fire/Explosion	Ditch
Pedestrian	Immersion	Embankment
Train	Jackknife	Fence
Slowing Vehicle	Median/Centerline	Guardrail
Stopped Vehicle in Road	Thrown/Falling Object	Mailbox
Other Moveable Object	Off roadway/Left	Median Barrier
	Off roadway/Right	Post/Pole/Support
	Overturn/Rollover	Tree
	Unit Separation	Other Fixed Object
	Over Correcting/Steering	
	Downhill runaway	

V20a. State Property

Vehicle Damaged/Destroyed

State Property? Y ● N

V20b. Damaged Property

State Property Damaged (Select all that apply):

Signage	Cable Barrier
Signals	Concrete Barrier
Lighting	Other Concrete Structure
Guardrail	Other (See Narrative)

V21. Vehicle Action

Going Straight	Avoidance
● Making Left Turn	Lane Change
Stopped	Leaving Parking
Slow/Stop In Road	Overtaking/Passing
Parked	Parking Position
Backing	Making U Turn
Making Right Turn	In Tow

V22. Vehicle Type

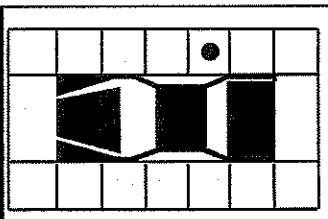
Passenger Car	Bus
Pickup Truck	Truck/Tractor/Trailer(s)
SUV	Farm Tractor
Van/Stationwagon	Farm Equipment
Pvt Veh Towing Trailer	● Emergency Vehicle
Motorcycle	Other
RV	Unknown Truck
ATV	Train

V22a. Hazmat Placard/Cargo? Yes ● No

V22b. Bus Use

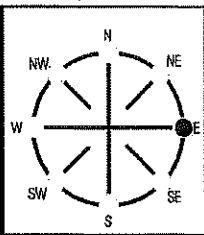
School (Public/Private)
Charter
Transit
Intercity
Other

V23. Initial Contact



Under
Overturn
None
Other

V24. Direction of Travel



V25. Bikeway Type

● None
Right only
Left Only
Both Sides
Separate
Signed

V26. Traffic Control Device

Channel-Painted	Officer
Channel-Physical	RR Flashing Signal
Flag Person	RR Signal & Gate
Flashing Signal (Red)	Signal
Flashing Signal (Yellow)	Stop Sign
No Passing	Railroad Sign
● None	Yield Sign

V27. Device Functioning? Yes No

V28. Road Character

Straight/Level	Bridge
● Intersect two roads	Private Drive
Straight/Grade	Curve/Hillcrest
Curve/Level	Crossover
Straight/Hillcrest	Begin/End Divided Road
Curve/Grade	One-Way

V29. Road Design

● 2 Lane	3 Lane
4+ Lane	Frontage/Ramp
Parking Lot	One Way
1 Lane	Unpaved

V30. Divided? Yes No

V31. Center Turn Lane? Yes No

V32. Road Surface Type

● Asphalt
Concrete
Dirt
Gravel
Other - See Narrative

V33. Towed? Yes ● No

V33a. Due to Disabling Damage?: Yes No

V34. Authority: Owner Police Other

V35. Towed By:

Commercial Vehicle

C1. Carrier ID Number:

C2. Authority: US DOT State Mexico MC Canada

C3. Carrier Name

C4. Carrier Address

C5. City | C6. State | C7. Zip Code

C8. GVWR/GCWR

10,000 lbs or less
10,001 lbs to 26,000 lbs
Greater than 26,000 lbs

C9. Cargo Body Type

Auto transporter	Cargo tank	Pole
Bus (seats 9-15 incl. driver)	Flatbed	Log
Bus (seats 16 or >, incl. driver)	Garbage/refuse	Dump
Vehicle Towing Motor Vehicle	Intermodal	Other
Van/enclosed box	Concrete Mixer	None
Grain/chips/gravel		

C10. Commodity Hauled

C11. Placard ID

C12. HAZMAT Released Yes No

C13. Vehicle Configuration

Passenger Car (only if has HM Placard)	Truck/Trailer(s) (Single-Unit Truck with Trailer(s))
Light Truck (only if has HM Placard)	Truck/Tractor (Bobtail)
Bus (seats 9-15 incl. driver)	Truck/Semi-Trailer(one trailer)
Bus (seats 16 or more, incl. driver)	Tractor/Doubles(two trailers)
Single-Unit Truck (2 axles, 6 tires)	Tractor/Triples (three trailers)
Single-Unit Truck (3 or more axles)	Other Heavy Truck (> 10,000 lbs)

C14. Carrier Types

	Not in Commerce - Other Truck or Bus
Intrastate	Not in Commerce - Government
Interstate	Other Operations/Not Specified

MUCR Person/Occupant

V0. Veh. # 02 | P0. Person # 02 | Agency Number 3002 | Agency Case Number 2018100032

P1. Person Type: ● Driver | Pedestrian | Bicyclist | Skater | Other non-motorist | Train Engineer | Hit and Run Driver | LE

P2. Driver License#: 802177272

P3. State: MS

P5. DOB (MM/DD/YYYY): 12/07/1994

P6. First Name: MICHAEL | M.I.: W | Last Name: HILL

P7. Address: 14679 BRUCE COVE N.

P8. Phone Number: 2284971656

P9. City: GAUTIER | P10. State: MS | P11. Zip Code: 39553

P4. Driver's License Class: Regular Operator | ● Regular Operator | Motorcycle | Class D (MS only)

CDL Class: A | B | C

P12. DL Status: ● Valid | Suspended - DUI | No License | Learner Permit | Expired | Improper DL | Suspended | Other

P22. Safety Equip. (2): ✕ Shoulder & Lap Belt | None | Lap Belt | Automated Restraint | Shoulder Belt | Child Safety Seat | Helmet

P23. Injury Type: ● None | Complaint of Pain | Moderate | Life Threatening | Killed

P24. Ejection: ● Not | Partially | Totally

P25. Extricated: ● N | Y

P26. Sex: ● M | F

P27. Race: ● White | Hispanic | Black | Other

P28. Position: ● Left | Center | Right

P29. Airbag: Deployed - Front | ● Not Deployed | Deployed - Side | No Airbag | Deployed - Both

P13. Cited: Y | ● N | P

P14. Ticket #

P15. Offense

P16. Xport: ● Not Transported | Police | Hearse | EMS | Private Vehicle

P17. EMS Agency Code

P18. Medical Facility Code

P19. Condition: ● No Defects Apparent | Obviously Intoxicated | Unknown | Physical Impairment | Hit and Run | Affected by Exhaust Fumes | Drinking - Not Impaired | Using Drugs - Impaired | Drinking - Impaired | Using Drugs - Not Impaired | Fell Asleep/Fainted/Fatigue | Pending Lab Results

P20. Non-Motorist Action: Unknown | Pushing vehicle | Entering/Crossing Roadway | Approaching/leaving vehicle | Walking/running/playing/cycling | Playing/working on vehicle | Working | Standing

P21. Contributing Circumstance (3): No Apparent Improper Driving | Made Improper Turn | Not Visible (Dark Clothing) | Failed to Yield Right of Way | Left of Center | Operating Defective Equipment | Following Too Closely | Failure to keep proper lane/Run off road | Passed Stop Sign | Speed Too Fast For Conditions | Avoidance | Pedestrian Actions | Driving Under The Influence | Drove on Wrong Side of Road | Ran Red Light | Animal on Roadway | Fatigued/Asleep | Roadway Defects | Faulty Equipment | Illegally Crossing Median | Visibility Obstructed | Exceeded Lawful Speed | Improper Lane Change | Improper Backing | Improper Passing/Overtaking | Lying and/or illegally in roadway | ✕ See Crash Description

Alcohol Test Information

P30. Type: ● None | Serum | Blood | Urine | Breath

P31. Status: ● None given | Test given | Test refused | Test given, pending

P32. Result:

Drug Test Information

P33. Type: ● None | Serum | Blood | Urine

P34. Status: ● None given | Test given, pending | Test refused | Test given

P35. Cell: Cellular Phone In Use? Y | ● N

Occupant

00. Vehicle #: | 01. First Name | MI | Last Name

02. Address Same as Person # | 03. Address

04. City | 05. State | Unborn Child

06. Position: Front-Driver | 3rd-middle | Front-Middle | 3rd-right | Front-right | Sleeper of Truck Cab | 2nd-left | Encl. Pass./Cargo Area | 2nd-middle | Unencl. Pass./Cargo Area | 2nd-right | Riding on Exterior | 3rd-left | Towed Vhcl./Trailer

07. Safety Equip. (2): Shoulder and Lap Belt | None | Lap Belt | Automated Restraint | Shoulder Belt | Child Safety Seat | Helmet

08. Sex: M | F

09. Race: White | Hispanic | Black | Other

010. Age

011. Extricated: M | Y

012. Ejection: N | Y | Not | Partially | Totally

013. Injury Type: None | Life Threatening | Complaint of Pain | Moderate | Killed

014. Airbag: Deployed - Front | Not Deployed | Deployed - Side | No Airbag | Deployed - Both

015. Xport: Not Transported | Police | Hearse | EMS | Private Vehicle

016. EMS Agency Code

017. Medical Facility Code

Occupant

00. Vehicle #: | 01. First Name | MI | Last Name

02. Address Same as Person # | 03. Address

04. City | 05. State | Unborn Child

06. Position: Front-Driver | 3rd-middle | Front-Middle | 3rd-right | Front-right | Sleeper of Truck Cab | 2nd-left | Encl. Pass./Cargo Area | 2nd-middle | Unencl. Pass./Cargo Area | 2nd-right | Riding on Exterior | 3rd-left | Towed Vhcl./Trailer

07. Safety Equip. (2): Shoulder and Lap Belt | None | Lap Belt | Automated Restraint | Shoulder Belt | Child Safety Seat | Helmet

08. Sex: M | F

09. Race: White | Hispanic | Black | Other

010. Age

011. Extricated: M | Y

012. Ejection: N | Y | Not | Partially | Totally

013. Injury Type: None | Life Threatening | Complaint of Pain | Moderate | Killed

014. Airbag: Deployed - Front | Not Deployed | Deployed - Side | No Airbag | Deployed - Both

015. Xport: Not Transported | Police | Hearse | EMS | Private Vehicle

016. EMS Agency Code

017. Medical Facility Code

MUCR Vehicle

V0. Vehicle: 02 | V1. Total Occupants: 01 | Agency Number: 3002 | Agency Case Number: 2018100032

Vehicle Information

V. VIN: 1F94547 2XHH140574

V2. State: MS | V3. Year | V3a. Non-Expiring | V4. License Plate Number: NO TAG | V9. Damage: H L N

V5. Make: FERRARA | V6. Model Year: 2017 | V10. Speed Zone: 25

V7. Vehicle Model: FIRE TRUCK | V8. Vehicle Color: RED | V11. Est. Speed: 00

Owner Information

Same as Driver

V12. Owner Name: CITY OF GAUTIER

V13. Address: 3330 HWY 90

V14. City: GAUTIER | V15. State: MS | V16. Zip Code: 39553

V17. No Proof of Insurance

V18. Insurance Company Name: HUB INT'L GULF SOUTH | V19. Policy Number: BA-4632929-02

V20. Sequence of Events

Collision w/ Person, Vehicle/Non-fixed Object (1 2 3 4)	Non-Collision (1 2 3 4)	Collision w/ Fixed Object (1 2 3 4)
Animal	Cargo Loss/Shift	Attenuator/Cushion
Bicyclist	Crossover	Bridge Structure
Maintenance Equip.	Equipment Failure	Culvert
● Moving Vehicle	Fell/Jump from Vehicle	Curb
Parked Vehicle	Fire/Explosion	Ditch
Pedestrian	Immersion	Embankment
Train	Jackknife	Fence
Slowing Vehicle	Median/Centerline	Guardrail
Stopped Vehicle in Road	Thrown/Falling Object	Mailbox
Other Moveable Object	Off roadway/Left	Median Barrier
	Off roadway/Right	Post/Pole/Support
	Overturn/Rollover	Tree
	Unit Separation	Other Fixed Object
	Over Correcting/Steering	
	Downhill runaway	

V20a. State Property

Vehicle Damaged/Destroyed State Property? Y ● N

V20b. Damaged Property

State Property Damaged (Select all that apply):

Signage	Cable Barrier
Signals	Concrete Barrier
Lighting	Other Concrete Structure
Guardrail	Other (See Narrative)

V21. Vehicle Action

Going Straight	Avoidance
Making Left Turn	Lane Change
Stopped	Leaving Parking
Slow/Stop in Road	Overtaking/Passing
● Parked	Parking Position
Backing	Making U Turn
Making Right Turn	In Tow

V22. Vehicle Type

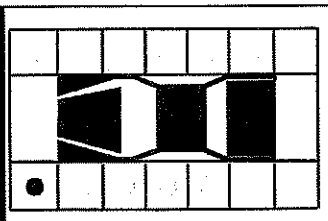
Passenger Car	Bus
Pickup Truck	Truck/Tractor/Trailer(s)
SUV	Farm Tractor
Van/Stationwagon	Farm Equipment
Pvt Veh Towing Trailer	● Emergency Vehicle
Motorcycle	Other
RV	Unknown Truck
ATV	Train

V22a. Hazmat Placard/Cargo? Yes ● No

V22b. Bus Use

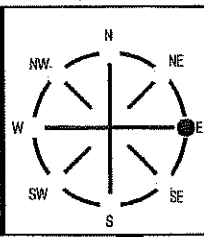
School (Public/Private)
Charter
Transit
Intercity
Other

V23. Initial Contact



Under
Overturn
None
Other

V24. Direction of Travel



V25. Bikeway Type

● None
Right only
Left Only
Both Sides
Separate
Signed

V26. Traffic Control Device

Channel-Painted	Officer
Channel-Physical	RR Flashing Signal
Flag Person	RR Signal & Gate
Flashing Signal (Red)	Signal
Flashing Signal (Yellow)	Stop Sign
No Passing	Railroad Sign
● None	Yield Sign

V27. Device Functioning? Yes No

V28. Road Character

Straight/Level	Bridge
● Intersect two roads	Private Drive
Straight/Grade	Curve/Hillcrest
Curve/Level	Crossover
Straight/Hillcrest	Begin/End Divided Road
Curve/Grade	One-Way

V29. Road Design

● 2 Lane	3 Lane
4+ Lane	Frontage/Ramp
Parking Lot	One Way
1 Lane	Unpaved

V30. Divided? Yes No

V31. Center Turn Lane? Yes No

V32. Road Surface Type

● Asphalt
Concrete
Dirt
Gravel
Other - See Narrative

V33. Towed? Yes ● No

V33a. Due to Disabling Damage?: Yes No

V34. Authority: Owner Police Other

V35. Towed By:

Commercial Vehicle

C1. Carrier ID Number:

C2. Authority: US DOT State Mexico MC Canada

C3. Carrier Name

C4. Carrier Address

C5. City | C6. State | C7. Zip Code

C10. Commodity Hauled

C11. Placard ID

C12. HAZMAT Released Yes No

C8. GVWR/GCWR

10,000 lbs or less
10,001 lbs to 26,000 lbs
Greater than 26,000 lbs

C9. Cargo Body Type

Auto transporter	Cargo tank	Pole
Bus (seats 9-15 incl. driver)	Flatbed	Log
Bus (seats 16 or >, incl. driver)	Garbage/refuse	Dump
Vehicle Towing Motor Vehicle	Intermodal	Other
Van/enclosed box	Concrete Mixer	None
Grain/chips/gravel		

C13. Vehicle Configuration

Passenger Car (only if has HM Placard)	Truck/Trailer(s) (Single-Unit Truck with Trailer(s))
Light Truck (only if has HM Placard)	Truck/Tractor (Bobtail)
Bus (seats 9-15 incl. driver)	Truck/Semi-Trailer(one trailer)
Bus (seats 16 or more, incl. driver)	Tractor/Doubles(two trailers)
Single-Unit Truck (2 axles, 6 tires)	Tractor/Triples (three trailers)
Single-Unit Truck (3 or more axles)	Other Heavy Truck (> 10,000 lbs)

C14. Carrier Types

	Not In Commerce - Other Truck or Bus
Intrastate	Not In Commerce - Government
Interstate	Other Operations/Not Specified

Councilwoman Martin made the motion to re-appoint David Wooten as a member of the City of Gautier's Planning Commission. **Mayor Torjusen** seconded the motion. The vote was carried unanimously.

Councilman Vaughan made the motion to adjourn until November 6, 2018 at 6:30PM. Motion seconded by **Councilwoman Martin**. The vote was carried unanimously.

APPROVED BY:

_____

MAYOR

ATTEST:

_____

CITY CLERK

Submitted for approval of the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 6, 2018.

CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet

Council Meeting:	**November 6, 2018**
Title:	**Authorization to declare a Harley Davidson Electra Glide Motorcycle as surplus and remove from inventory and insurance**
Introduced by:	
Contact Person/Telephone	**Chief Dante Elbin 497-8007**

Summary Explanation: Authorization to declare a Harley Davidson Electra Glide Motorcycle, S/N 1HD1FMM157Y680209, as surplus and remove from inventory and insurance.

EXHIBITS FOR REVIEW

Resolution	☒
Ordinance	☐
Contract/Agreement	☐
Minutes	☐
Plan Maps	☐
Order	☐
Other	☐
Submittal Authorization	**City Manager**

Staff Recommendation:
Approval

Motion Made by:													
Torjusen	☐	**Martin**	☐	**George**	☐	**Jackson**	☐	**Vaughan**	☐	**Anderson**	☐	**Colledge**	☐

Second Made by:													
Torjusen	☐	**Martin**	☐	**George**	☐	**Jackson**	☐	**Vaughan**	☐	**Anderson**	☐	**Colledge**	☐

Voted as follows:		**Ayes**	**Nays**	**Abstained**	**Absent**
Mayor	**Torjusen**	☐	☐	☐	☐
At Large	**Martin**	☐	☐	☐	☐
Ward 1	**George**	☐	☐	☐	☐
Ward 2	**Jackson**	☐	☐	☐	☐
Ward 3	**Vaughan**	☐	☐	☐	☐
Ward 4	**Anderson**	☐	☐	☐	☐
Ward 5	**Colledge**	☐	☐	☐	☐

Action Taken:

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

RESOLUTION NUMBER 000-2018

RESOLUTION OF THE CITY OF GAUTIER, MISSISSIPPI REMOVING POLICE DEPARTMENT EQUIPMENT FROM INVENTORY AND DECLARING EQUIPMENT SURPLUS

WHEREAS, the Gautier Police Department is requesting a Harley Davidson Electra Glide motorcycle, S/N 1HD1FMM157Y680209, be declared surplus and removed from inventory and insurance; and

WHEREAS, the Mayor and Members of the Council have determined that, given the age and condition of the equipment, removal from inventory and declaring surplus, is in the best interest of the City of Gautier.

BE IT, THEREFORE, RESOLVED that the Mayor and Council of the City of Gautier, Mississippi has determined that the motorcycle is hereby removed from inventory and declared surplus.

BE IT, FURTHER, RESOLVED that the Council authorizes the City Manager or City Clerk to execute all documents necessary for this purpose.

The motion to approve the foregoing resolution was made by **BLANK,** seconded by **BLANK,** and the following vote was recorded:

AYES:

NAYS:

WHEREUPON, the Mayor and Members of the Council of the City of Gautier, Mississippi, declared the motion carried and the Resolution adopted this the 6th, November, 2018.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Danny Selover, Police
Date: 10/18/2018
Subject: Police Harley Davidson motorcycle removal from city inventory and insurance

---

REQUEST:
City Council authorization is requested for the City to remove from its inventory and surplus one (1) Harley Davidson Electraglide police motorcycle, vin 1HD1FMM157Y680209, inventory control #1183

BACKGROUND:
This motorcycle was donated to the Gautier Police Department back in 2014 by the Jackson County Sheriff's Department.

DISCUSSION:
The Harley Davidson police motorcycle has numerous mechanical issues and has become unsafe to operate and would be too costly to repair. The motorcycle is no longer useful to the Gautier Police Department.

RECOMMENDATION:
The Gautier Police Department recommends that the Mayor and Council authorize the motorcycle be removed from its inventory and insurance.

ATTACHMENTS:
1. Consent Agenda Item 2- Authorization to declare a Harley Davidson Electra Glide Motorcycle surplus

CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting: November 6, 2018
Title: Resolution removing office equipment from Police Department inventory and declaring the equipment surplus

Introduced by:
Contact Person/Telephone Chief Dante Elbin 497-8007

Summary Explanation: Approval of a resolution removing five (5) office chairs, inventory #'s 356,1653,485,628, and 534 from Police Department inventory and declaring the equipment surplus.

EXHIBITS FOR REVIEW

Resolution	☒
Ordinance	☐
Contract/Agreement	☐
Minutes	☐
Plan Maps	☐
Order	☐
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:													
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐

Second Made by:													
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Torjusen	☐	☐	☐	☐
At Large	Martin	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Vaughan	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Colledge	☐	☐	☐	☐

Action Taken:

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

RESOLUTION NUMBER 000-2018

RESOLUTION OF THE CITY OF GAUTIER, MISSISSIPPI REMOVING POLICE DEPARTMENT EQUIPMENT FROM INVENTORY AND DECLARING EQUIPMENT SURPLUS

WHEREAS, the Gautier Police Department is requesting the following equipment be removed from inventory and declared surplus:

ITEM	**INVENTORY NUMBER**
(5) office chairs	356,1653,485,628, and 534

WHEREAS, the Mayor and Members of the Council have determined that, given the age and condition of the equipment, removal from inventory and declaring surplus, is in the best interest of the City of Gautier.

BE IT, THEREFORE, RESOLVED that the Mayor and Council of the City of Gautier, Mississippi has determined that the equipment is hereby removed from inventory and declared surplus.

BE IT, FURTHER, RESOLVED that the Council authorizes the City Manager or City Clerk to execute all documents necessary for this purpose.

The motion to approve the foregoing resolution was made by **BLANK,** seconded by **BLANK,** and the following vote was recorded:

AYES:

NAYS:

WHEREUPON, the Mayor and Members of the Council of the City of Gautier, Mississippi, declared the motion carried and the Resolution adopted this the 6th, November, 2018.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Danny Selover, Police
Date: 10/18/2018
Subject: Removal of office furniture from Police Department inventory

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REQUEST:
City Council authorization is requested for the City to remove and surplus (5) office chairs, city inventory numbers 356, 1653,485, 628, and 534.

BACKGROUND:
These chairs are broken and are no longer useful to the Police Department.

DISCUSSION:
These chairs have recently been replaced.

RECOMMENDATION:
Police Department Staff recommends the City Council authorize the removal of the above chairs from the Police Department Inventory and declare it as surplus/rubbish.

ATTACHMENTS:
1. Consent Agenda Item 3- Surplus Police Department Equipment

CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet

Council Meeting:	**November 6, 2018**
Title:	**Authorization to accept a Proposal from Grand View Security, LLC in the amount of $920.00.**
Introduced by:	
Contact Person/Telephone	**April Havens 497-8000 Ext. 315**

Summary Explanation: Authorization to accept a Proposal from Grand View Security, LLC in the amount of $920.00 to provide security equipment and monitoring for Shepard State Park.

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract/Agreement	☒
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	**City Manager**

Staff Recommendation:
Approval

Motion Made by:													
Torjusen	☐	**Martin**	☐	**George**	☐	**Jackson**	☐	**Vaughan**	☐	**Anderson**	☐	**Colledge**	☐

Second Made by:													
Torjusen	☐	**Martin**	☐	**George**	☐	**Jackson**	☐	**Vaughan**	☐	**Anderson**	☐	**Colledge**	☐

Voted as follows:		**AYES**	**NAYS**	**Abstained**	**Absent**
Mayor	**Torjusen**	☐	☐	☐	☐
At Large	**Martin**	☐	☐	☐	☐
Ward 1	**George**	☐	☐	☐	☐
Ward 2	**Jackson**	☐	☐	☐	☐
Ward 3	**Vaughan**	☐	☐	☐	☐
Ward 4	**Anderson**	☐	☐	☐	☐
Ward 5	**Colledge**	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2018

WHEREAS, Shepard State Park is in need of security system equipment and monitoring for the park attendant office; and

WHEREAS, the City received a proposal for such equipment and monitoring from Grand View Security, LLC, and the cost was included in the FY 2019 budget; and

WHEREAS, after installation and the first year of monitoring (included in the proposal), the annual monitoring fee will be $300.00 and will automatically renew unless cancelled; and

WHEREAS, the proposal includes the following for the park attendant office: Alarm Kit, Alarm Wireless Contact, Alarm Wireless Motion Detector, Alarm GSM AAM, and Alarm Monitoring Plus; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the acceptance of a Proposal from Grand View Security, LLC for Shepard State Park is hereby authorized.

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

Motion was made by **BLANK**, seconded by **BLANK** and the following vote was recorded:

AYES:

NAYS:

_____

MAYOR

ATTEST:

_____

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 6, 2018.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 10/23/2018
Subject: Authorization to accept a proposal from Grand View Security, LLC for Shepard State Park

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REQUEST:
The Recreation Department requests City Council authorization to accept a proposal from Grand View Security, LLC in the amount of $920.00 to provide security equipment and monitoring for Shepard State Park.

BACKGROUND:
Shepard State Park is in need of security system equipment and monitoring for the park attendant office.

DISCUSSION:
Grandview Security, LLC's proposal is included in the FY19 budget. After installation the annual monitoring fee will be $300.00 and will automatically renew unless canceled. The proposal includes the following for the park attendant office:
1.Alarm Kit
2.Alarm Wireless Contact
3.Alarm Wireless Motion Detector
4.Alarm GSM AAM
5.Alarm Monitoring Plus

RECOMMENDATION:
The Recreation Department recommends that City Council accept a proposal from Grand View Security, LLC in the amount of $920.00 to provide security equipment and monitoring for Shepard State Park.

City Council May:
1.Accept a proposal from Grand View Security, LLC in the amount of $920.00 to provide security equipment and monitoring for Shepard State Park.
2. Not accept a proposal from Grand View Security, LLC in the amount of $920.00 to provide security equipment and monitoring for Shepard State Park

ATTACHMENTS:
1. City of Gautier - Estimate - 2018-08-14

Estimate

1808-1422-0105
2018-08-14

Grand View Security, LLC
PO Box 1232
Gautier MS 39553-1232
sales@grandviewsecurity.com
228-761-6539

City of Gautier - L Reddix
3330 W. Hwy. 90
cc: cbilbo@gautier-ms.gov also on invoices
Gautier MS 39553
lreddix@gautier-ms.gov
228-497-8000

Description	*Unit Price*	*Quantity*	*Total*
Alarm Kit (Board, Battery, Horn, Keypad,Motion)	$199.00	1.00	$199.00
Alarm Wireless Contact Door and window contacts	$37.00	6.00	$222.00
Alarm Wireless Motion Detector	$50.00	2.00	$100.00
Alarm GSM AAM Cellular communicator	$99.00	1.00	$99.00
Alarm Monitoring Plus 24/7 Alarm Monitoring	$300.00	1.00	$300.00

City of Gautier Shepard State Park

Subtotal	$920.00
Tax	$0.00
Total	$920.00

Compensation. Client shall pay as set forth above. Price is subject to change, with customer's approval.

Invoicing & Payment. Invoice will be issued to Client upon completion of the Work. Client shall pay invoice within 20 days of Client's receipt of the invoice. Client shall also pay a late charge of 1-1/2% per month on all balances unpaid 30 days after the invoice date.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. Grand View Security, LLC is authorized to do the work as specified. Payment will be made as outlined above.

Signature:_____ **Date**_____

Accept via Email: Reply to this email to confirm your acceptance of this pricing and project. No signature/date required.

MS LIC#15019826; AL LIC# 13-1587

CITY OF GAUTIER
Consent Agenda Item #5
Fact Sheet

Council Meeting: November 6, 2018
Title: Authorize the execution of Grant Application Documents for Sewer Improvements

Introduced by:
Contact Person/Telephone City Manager 497-8000 ext. 306

Summary Explanation: Authorization to allow the City Manager to execute an Assurances on Construction Programs document and a RESTORE Act Direct Component Applicant Certifications document for sewer improvements along Gautier Vancleave Road and Old Spanish Trail.

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:													
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐

Second Made by:													
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐

Voted as follows:		AYES	NAYS	Abstained	Absent
Mayor	Torjusen	☐	☐	☐	☐
At Large	Martin	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Vaughan	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Colledge	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2018

WHEREAS, submittal of the Assurances on Construction Programs and RESTORE Act Direct Component Applicant Certifications is required to further the funding application; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City Manager is hereby authorized to execute an Assurances on Construction Programs document and a RESTORE Act Direct Component Applicant Certifications document regarding sewer improvements along Gautier Vancleave Road and Old Spanish Trail.

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

Motion was made by **BLANK**, seconded by **BLANK** and the following vote was recorded:

AYES:

NAYS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 6, 2018.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 10/24/2018
Subject: Authorize the execution of Grant Application Documents for Sewer Improvements

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REQUEST:
The Grants and Projects Departments requests City Council authorization to allow the City Manager to execute an Assurances on Construction Programs document and a RESTORE Act Direct Component Applicant Certifications document.

BACKGROUND:
These forms (Assurances on Construction Programs and RESTORE Act Direct Component Applicant Certifications) are required to further the funding application.

DISCUSSION:
These forms are related to the City of Gautier's funding application for sewer improvements along Gautier-Vancleave Road and Old Spanish Trail.

RECOMMENDATION:
The Grants and Projects Department recommends that City Council allow the City Manager to execute an Assurances on Construction Programs document and a RESTORE Act Direct Component Applicant Certifications document.

The City Council may:
1) Authorize the City Manager to execute the documents as presented; or
2) Not authorize the City Manager to execute the documents as presented.

ATTACHMENTS:
1. Consent Agenda Item 5 - Authorize the execution of Grant Application Documents for Sewer Improvements
2. Assurances - Construction Programs
3. RESTORE Act Direct Component Applicant Certifications

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 01/31/2019

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

RESTORE Act Direct Component Applicant Certifications
Department of the Treasury

OMB Approval No. 1505-0250

Directions: These certifications are required by federal law and Department of the Treasury (Treasury) regulations to be submitted with each application to Treasury for financial assistance under the RESTORE Act Direct Component. The certifications must be signed by an authorized senior official of the Applicant who can legally bind the entity and has oversight for the administration and use of the Direct Component funds.

A. RESTORE Act Certification

1. Pursuant to the RESTORE Act, I certify that for any award agreement resulting from this application:
(a) Each activity funded under this agreement has been primarily designed to plan for or undertake activities to restore and protect one or more of the following: the natural resources, ecosystems, fisheries, marine and wildlife habitats, beaches, coastal wetlands, or economy of the Gulf Coast region.
(b) Each activity funded under this agreement is designed to carry out one or more of the eligible activities for the Direct Component.
(c) Each activity funded under this agreement was selected after consideration of all meaningful input from the public, including broad-based participation from individuals, businesses, Indian tribes, and nonprofit organizations, as described in the grant application. The certification in this paragraph (1)(c) does not apply to planning assistance funds to prepare and amend the Multiyear Implementation Plan.
(d) Each activity funded under this agreement that protects or restores natural resources is based on the best available science, as that term is defined in 31 C.F.R. Part 34.
(e) The Applicant has procedures in place for procuring property and services under this award that are consistent with the procurement standards applying to Federal grants. The Applicant will not request funds under this award for any contract unless this certification remains true and accurate.
(f) Pursuant to 2 C.F.R. § 200.303, the Applicant will establish and maintain effective internal control over all award agreements resulting from this application, and provide reasonable assurance that the Applicant will manage the award in compliance with Federal statutes, regulations, and the terms and conditions of the award. The Applicant knows of no material deficiencies in its internal controls.
(g) A conflict of interest policy consistent with 2 C.F.R. § 200.318(c) is in effect and covering each activity funded under this Agreement.
(h) The Applicant will comply with Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, and all other applicable federal laws and regulations concerning anti-discrimination.

2. I make each of these certifications based on my personal knowledge and belief after reasonable and diligent inquiry, and I affirm that the Applicant maintains written documentation sufficient to support each certification made above, and that the Applicant's compliance with each of these certifications is a condition of the Applicant's initial and continuing receipt and use of the funds provided under this Agreement.

B. Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Primary Covered Transactions: Instructions for Certification

1. By signing and submitting this Application, the prospective primary participant (the Applicant) is providing the certification set out below.
2. The inability of an Applicant to provide the certification required below will not necessarily result in the denial of participation in this covered transaction. The prospective Applicant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with Treasury's approval of the proposed application. However, failure of the Applicant to furnish a certification or an explanation shall disqualify such person/entity from participation in this transaction.
3. This certification is a material representation of fact upon which reliance is placed when Treasury determines to enter into this transaction. If it is later determined that the Applicant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, Treasury may terminate this transaction for cause or default.
4. The Applicant shall provide immediate written notice to Treasury if at any time the Applicant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transactions," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal", and "voluntarily excluded," as used in this clause (certification), have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact Treasury for assistance in obtaining a copy of those regulations (31 C.F.R. Part 19).
6. The Applicant agrees by submitting this Application that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by Treasury.
7. The Applicant further agrees by submitting this Application that it will not award any contract or subaward to any entity on the government-wide Excluded Parties List System (see 31 C.F.R. Part 19, Appendix).
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 1505-0250. Comments concerning the time required to complete this information collection, including the time to review instructions, search existing data resources, gathering and maintaining the data needed, and completing and reviewing the collection of information, should be directed to the Department of the Treasury, Office of Gulf Coast Restoration, 1500 Pennsylvania Ave., NW, Washington, DC 20220.

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, Treasury may terminate this transaction for cause or default.

C. Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Primary Covered Transactions

1.The prospective primary participant (the Applicant) certifies to the best of its knowledge and belief, that it and its principals:
(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
(b) Have not within a three-year period preceding this Application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
(d) Have not within a three-year period preceding this Application had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the Applicant is unable to certify to any of the statements in this certification, such Applicant shall attach an explanation to this proposal.

D. Certification Regarding Drug-Free Workplace Requirements

1. The Applicant certifies that it will provide a drug-free workplace by:
(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against the employee for violations of such prohibition;
(b) Establishing a drug-free awareness program to inform employees about:
(i) The dangers of drug abuse in the workplace;
(ii) The Applicant's policy of maintaining a drug-free workplace;
(iii) Any available drug counseling, rehabilitation, and employee assistance program; and
(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);
(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment in such grant, the employee will:
(i) Abide by the terms of the statement; and
(ii) Notify the employer of any criminal drug use statute conviction for a violation occurring in the workplace no later than five calendar days after such conviction;
(e) Notifying the granting agency in writing, within ten calendar days after receiving notice of a conviction under paragraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;
(f) Taking one of the following actions, within 30 days of receiving notice under paragraph (d)(ii) , with respect to any employee who is so convicted:
(i) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) through (f).

E. Certification Regarding Lobbying

1.The Applicant certifies, to the best of its knowledge and belief, that:
(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Application, the undersigned shall complete and submit Standard Form-LLL, ''Disclosure Form to Report Lobbying,'' in accordance with its instructions.
(c) The Applicant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

2. This certification is a material representation of fact upon which reliance is placed when this transaction is made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by title 31 U.S. Code section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature of Authorized Senior Official:			
Name:		Date:	
Title:		Organization:	

CITY OF GAUTIER
Consent Agenda Item #6
Fact Sheet

Council Meeting: November 6, 2018
Title: Authorization to accept a Bulletproof Vest Partnership grant from the U.S. Department of Justice

Introduced by:
Contact Person/Telephone April Havens 497-8000 ext. 315

Summary Explanation: Authorization to accept a $5,882.00 Bulletproof Vest Partnership grant from the U.S. Department of Justice.

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:													
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐

Second Made by:													
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Torjusen	☐	☐	☐	☐
At Large	Martin	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Vaughan	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Colledge	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2018

WHEREAS, the Bulletproof Vest Partnership, created by the Bulletproof Vest Partnership Grant of 1998, is a unique U.S. Department of Justice initiative designed to provide a critical resource to state and local law enforcement; and

WHEREAS, the Gautier Police Department applied for and received a grant through this program for 50 percent ($5,882.00) of the total cost of 17 bulletproof vests; and

WHEREAS, the Gautier Police Department has budgeted for the 50 percent match.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the City is hereby authorized to accept a $5,882.00 Bulletproof Vest Partnership grant from the U.S. Department of Justice.

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

Motion was made by **BLANK,** seconded by **BLANK** and the following vote was recorded:

AYES:

NAYS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 6, 2018.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 10/24/2018
Subject: Bulletproof Vest Partnership Grant Acceptance

REQUEST:
The Grants and Projects Department requests City Council approval to accept a $5,882 Bulletproof Vest Partnership grant from the U.S. Department of Justice.

BACKGROUND:
The Bulletproof Vest Partnership (BVP), created by the Bulletproof Vest Partnership Grant Act of 1998, is a unique U.S. Department of Justice initiative designed to provide a critical resource to state and local law enforcement.

DISCUSSION:
The Gautier Police Department requested for 17 bulletproof vests to be replaced. The department received a quote for $692.00 per vest. The total cost of this project is estimated at $11,764. The program is designed to pay 50 percent of the total cost of each vest in the application. The Police Department has budgeted for the 50 percent match.

RECOMMENDATION:
The Grants and Projects Department recommends that City Council accept a $5,882 Bulletproof Vest Partnership grant from the U.S. Department of Justice.

The City Council may:
1) Approve the grant award as presented; or
2) Not approve the grant award as presented.

ATTACHMENTS:
1. Notice of Award

April Stennett

From: BVP Email Account <ojp@public.govdelivery.com>
Sent: Wednesday, October 03, 2018 11:00 AM
To: ahavens@gautier-ms.gov
Subject: Bulletproof Vest Partnership 2018 Awards

Dear BVP applicant,

The Bureau of Justice Assistance (BJA) is pleased to inform you that your agency will receive an award under the Fiscal Year (FY) 2018 Bulletproof Vest Partnership (BVP) solicitation. These funds have been posted to your account in the BVP System. A complete list of FY 2018 BVP awards is available at: https://ojp.gov/bvpbasi/.

The FY 2018 award may be used for National Institute of Justice (NIJ) compliant armored vests which were ordered after April 1, 2018. The deadline to request payments from the FY 2018 award is August 31, 2020, or until all available funds have been requested. Awards will not be extended past that date, and any unused funds will be forfeited.

Please see the following websites for a list of NIJ compliant vests:

Ballistic Vests: https://nij.gov/topics/technology/body-armor/pages/compliant-ballistic-armor.aspx

Stab Resistant Vests: https://nij.gov/topics/technology/body-armor/pages/compliant-stab-armor.aspx

As a reminder, all jurisdictions that applied for FY 2018 BVP funding certified that a mandatory wear policy was in place for their jurisdiction. BJA will be conducting reviews of the mandatory wear policies as funds are requested from the BVP System. For more information on the BVP mandatory wear policy, please see the BVP Frequently Asked Questions document: https://ojp.gov/bvpbasi/docs/FAQsBVPMandatoryWearPolicy.pdf

Finally, please visit the following page for checklists and guides for each step of the BVP process: https://ojp.gov/bvpbasi/bvpprogramresources.htm.

For questions regarding the BVP Program or your award, please do not hesitate to contact the BVP Help Desk at vests@usdoj.gov or 1-877-758-3787.

Thank you

BVP Program Support Team

Bureau of Justice Assistance

This email was sent to ahavens@gautier-ms.gov using GovDelivery Communications Cloud on behalf of: Office of Justice Programs · 810 Seventh Street, NW · Washington, DC 20531 · 202-514-2000

1. Agency Profile

2. Application

3. Payment

4. Status

5. Personal Information

Help

JUR: GAUTIER CITY, MS

LOGOUT

OMB #1121-0235
(Expires: 10/31/2016)

APPLICATION DETAILS

APPLICATION PROFILE

Participant	GAUTIER CITY
Fiscal Year	2018
Number of Agencies Applied	0
Total Number of Officers for Application	36
Number of Officers on Approved Applications	36

APPLICATION PROFILE

Fiscal Year	2018
Vest Replacement Cycle	5

Number of Officers		36
Number of Emergency Replacement Needs	**Number of Stolen or Damaged**	0
	Number of Officer Turnover	0

APPLICATION DETAILS

NIJ#	Quantity	Unit Price	Extended Cost	Tax Shipping and Handling	Total Cost
BA-2000S-SX02	17	$692.00	$11,764.00	$0.00	$11,764.00
Grand Totals	**17**		**$11,764.00**	**$0.00**	**$11,764.00**

AWARD SUMMARY FOR FY2018 REGULAR FUND

Funds Type	Eligible Amount	Award	Date Approved	Status
Regular	$11,764.00	$5,882.00	10/03/18	Approved

Funds Type	Eligible Amount	Award	Date Approved	Status
Fund				by BVP
Grand Totals:	$11,764.00	$5,882.00		

RETURN

CITY OF GAUTIER
Consent Agenda Item #7
Fact Sheet

Council Meeting:	**November 6, 2018**
Title:	**Approval of a Right of Entry Agreement between the City of Gautier and Mississippi Power Company**
Introduced by:	
Contact Person/Telephone	**City Manager 497-8000 ext. 306**

Summary Explanation: Approval of a Right of Entry Agreement between the City of Gautier and Mississippi Power Company.

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract/Agreement	☒
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	**City Manager**

Staff Recommendation:
Approval

Motion Made by:													
Torjusen	☐	**Martin**	☐	**George**	☐	**Jackson**	☐	**Vaughan**	☐	**Anderson**	☐	**Colledge**	☐

Second Made by:													
Torjusen	☐	**Martin**	☐	**George**	☐	**Jackson**	☐	**Vaughan**	☐	**Anderson**	☐	**Colledge**	☐

Voted as follows:		**Ayes**	**Nays**	**Abstained**	**Absent**
Mayor	**Torjusen**	☐	☐	☐	☐
At Large	**Martin**	☐	☐	☐	☐
Ward 1	**George**	☐	☐	☐	☐
Ward 2	**Jackson**	☐	☐	☐	☐
Ward 3	**Vaughan**	☐	☐	☐	☐
Ward 4	**Anderson**	☐	☐	☐	☐
Ward 5	**Colledge**	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2018

WHEREAS, MISSISSIPPI POWER COMPANY, hereinafter known as “MPC” is seeking a Right of Entry Agreement (the “Agreement”) from the City of Gautier, hereinafter known as “GRANTOR”, and Singing River, LLC, hereinafter known as “OWNER”; and

WHEREAS, OWNER has leased to GRANTOR certain real property, situated in Jackson County, Mississippi, more particularly shown in Exhibit “A” attached hereto and incorporated herein by reference (the “Property”); and

WHEREAS, GRANTOR and OWNER are aware that, in the event of a hurricane, ice storm, or similar weather disaster, restoration of electric power provided to the public by MPC is extraordinarily important for community recovery efforts; and

WHEREAS, GRANTOR and OWNER desire to assist such community recovery efforts in the event of a hurricane, ice storm, or similar weather disaster, by providing a staging area for MPC’s electric power restoration efforts; and

WHEREAS, GRANTOR, OWNER, and MPC desire to enter into this Agreement to memorialize GRANTOR’s permission and OWNER’s permission to allow MPC to enter upon, occupy and use that certain real property described herein as a staging area to support MPC’s electric power restoration efforts.

WHEREAS, the Mayor and Council Members find that participation in this Agreement is in the best interests of the City insofar as the City and its citizens will enjoy the benefits of rapid response and recovery from weather disasters afforded by the centralized staging area;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Right of Entry Agreement between the City of Gautier, Singing River, LLC, and MISSISSIPPI POWER COMPANY is hereby approved.

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

Motion was made by **BLANK** seconded by **BLANK** and the following vote was recorded:

AYES:

NAYS:

_____

MAYOR

ATTEST:

_____

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 6, 2018.

CITY OF GAUTIER
MEMORANDUM

To: City Council
From: Paula Yancey, City Manager
Date: November 6, 2018
Subject: Approve the Right of Entry Agreement between the City of Gautier, Singing River, LLC, and Mississippi Power Company.

REQUEST:
The City Manager requests the City Council to approve the Right of Entry Agreement between the City of Gautier, Singing River, LLC, and Mississippi Power Company.

BACKGROUND:
Singing River, LLC has leased the City of Gautier property in Jackson County. In the event of a hurricane, ice storm, or other weather disaster, the City of Gautier and Singing River, LLC desire to assist the community with recovery from Mississippi Power Company's electric power restoration efforts.

DISCUSSION:
The City of Gautier, Singing River, LLC, and Mississippi Power Company desire to enter into this agreement to allow Mississippi Power Company to enter and occupy this certain property leased by Singing River, LLC to the City of Gautier for the sole purpose in the event of a hurricane, ice storm, or similar disaster, as a staging area to support their electric power restoration efforts. For each day Mississippi Power occupies the property, they will compensate the City in the sum of $400.00 per day.

RECOMMENDATION:
The City Manager recommends the City Council approve the Right of Entry Agreement between the City of Gautier, Singing River, LLC, and Mississippi Power Company.

The City Council May:
1. Approve the Right of Entry Agreement between the City of Gautier, Singing River, LLC, and Mississippi Power Company.
2. Not Approve the Right of Entry Agreement between the City of Gautier, Singing River, LLC, and Mississippi Power Company.

Attachments:
1. Right of Entry Agreement
2. Singing River Mall (Exhibit A)

STATE OF MISSISSIPPI

COUNTY OF JACKSON

RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT (the "Agreement") made and entered into this ____ day of _____, 2018, by and between City of Gautier, hereinafter known as "GRANTOR", Singing River, LLC, hereinafter known as "OWNER", and MISSISSIPPI POWER COMPANY, hereinafter known as "MPC".

WHEREAS, OWNER has leased to GRANTOR certain real property, situated in Jackson County, Mississippi, more particularly shown in Exhibit "A" attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, GRANTOR and OWNER are aware that, in the event of a hurricane, ice storm, or similar weather disaster, restoration of electric power provided to the public by MPC is extraordinarily important for community recovery efforts; and

WHEREAS, GRANTOR and OWNER desire to assist such community recovery efforts in the event of a hurricane, ice storm, or similar weather disaster, by providing a staging area for MPC's electric power restoration efforts; and

WHEREAS, GRANTOR, OWNER, and MPC desire to enter into this Agreement to memorialize GRANTOR's permission and OWNER's permission to allow MPC to enter upon, occupy and use that certain real property described herein as a staging area to support MPC's electric power restoration efforts.

NOW, THEREFORE, GRANTOR and OWNER hereby grant to MPC the right to enter upon that certain real property, situated in Jackson County, Mississippi, more particularly shown in Exhibit "A" attached hereto and incorporated herein by reference (the "Property"), for the purpose of MPC occupying and using GRANTOR's Property as a staging area for electric power restoration efforts. This grant of right of entry is further made expressly subject to the following terms and conditions:

1. For each day that MPC occupies (beginning on the mutually agreed start date and lasting until all MPC personnel have exited the site) the Property, MPC will compensate GRANTOR in the sum of <u>four hundred dollars and no/100</u> ($400.00) per day, the sufficiency of which is hereby acknowledged.

2. GRANTOR and OWNER acknowledge and agree that during such period of occupancy and use by MPC, that the Property will be exclusively for the sole use of MPC, and that such Right of Entry includes the right of reasonable ingress and egress to the Property.

3. The Right of Entry herein granted is for the sole purpose of permitting MPC to use the Property, in the event of a hurricane, ice storm, or similar disaster, as a staging area for electric power restoration efforts. The Right of Entry shall continue, once

started, around the clock, to provide a logistical staging area accommodating equipment and personnel of MPC's choosing, until such time as power is completely restored in the area. The determination as to power being completely restored to the area shall be made by MPC.

4. If the nature of the disaster allows for advance notification, MPC shall give such notification to GRANTOR. During the use of the premises as a staging area for restoration efforts, GRANTOR may contact the MPC designated Staging Area Site Manager, who will be on site as a public interface for restoration efforts.

5. MPC shall undertake all activities contemplated in this Agreement in a manner so as not to damage the Property. MPC agrees that immediately following the conclusion of its staging area activities, MPC will, at its sole expense, place the Property in a condition substantially the same as that condition which existed prior to such activities, including, but not limited to, by removing all MPC equipment on the Property and making a good faith effort to restore the Property fully within thirty (30) days of equipment removal.

6. In the event that MPC defaults in the performance of any of the terms and conditions of this Agreement and such default shall continue for thirty (30) days after written notice thereof has been given by GRANTOR to MPC then, in such event, at GRANTOR's option, GRANTOR may declare this Agreement revoked.

7. MPC agrees to indemnify, save and hold GRANTOR and OWNER harmless from any loss, cost, liability or damage arising directly or indirectly out of entry by MPC and its employees and agents on the Property. MPC expressly waives immunity from liability under workers compensation laws and shall indemnify Grantor from claims or injury to MPC's employees.

8. MPC is self-insured and shall provide a self-insurance letter to GRANTOR.

9. This Agreement constitutes the full and complete agreement between the parties hereto with respect to all matters contained herein; and evidence of any prior or contemporaneous oral agreement or understanding shall be inadmissible to alter the terms of this Agreement. This Agreement may not be modified, rescinded, terminated, or amended, in whole or in part, except by the written consent of the parties hereto.

10. It is understood by and between the parties that this Agreement is not specific to any single hurricane, ice storm or similar weather disaster, rather this Agreement shall be in full force and effect for a period of five (5) years from the date of its execution, or the date on which GRANTOR sells the Property, whichever is greater; provided, however, GRANTOR shall provide MPC written notice thirty (30) days prior to the date the Property is sold.

11. This Agreement is made and delivered in the State of Mississippi, and the parties hereto expressly agree that this grant is to be performed in the State of Mississippi

and that this grant shall be construed and enforced according to the laws of the State of Mississippi.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have hereunto set their hands.

Signed, sealed and delivered this the

_____ day of _____ 2018, in the presence of:

_____
Notary Public

My Commission Expires:

GRANTOR

By:
_____

Title:
_____

Signed, sealed and delivered this the

_____ day of _____ 2018, in the presence of:

_____
Notary Public

My Commission Expires:

OWNER

By:
_____

Title:
_____

Signed, sealed and delivered this the

"MPC"

_____ day of September 2018, in the presence of:

_____
Notary Public

MISSISSIPPI POWER COMPANY

By:
_____

Title: Joshua L. Harrison, Real Estate Team Leader

My Commission Expires:

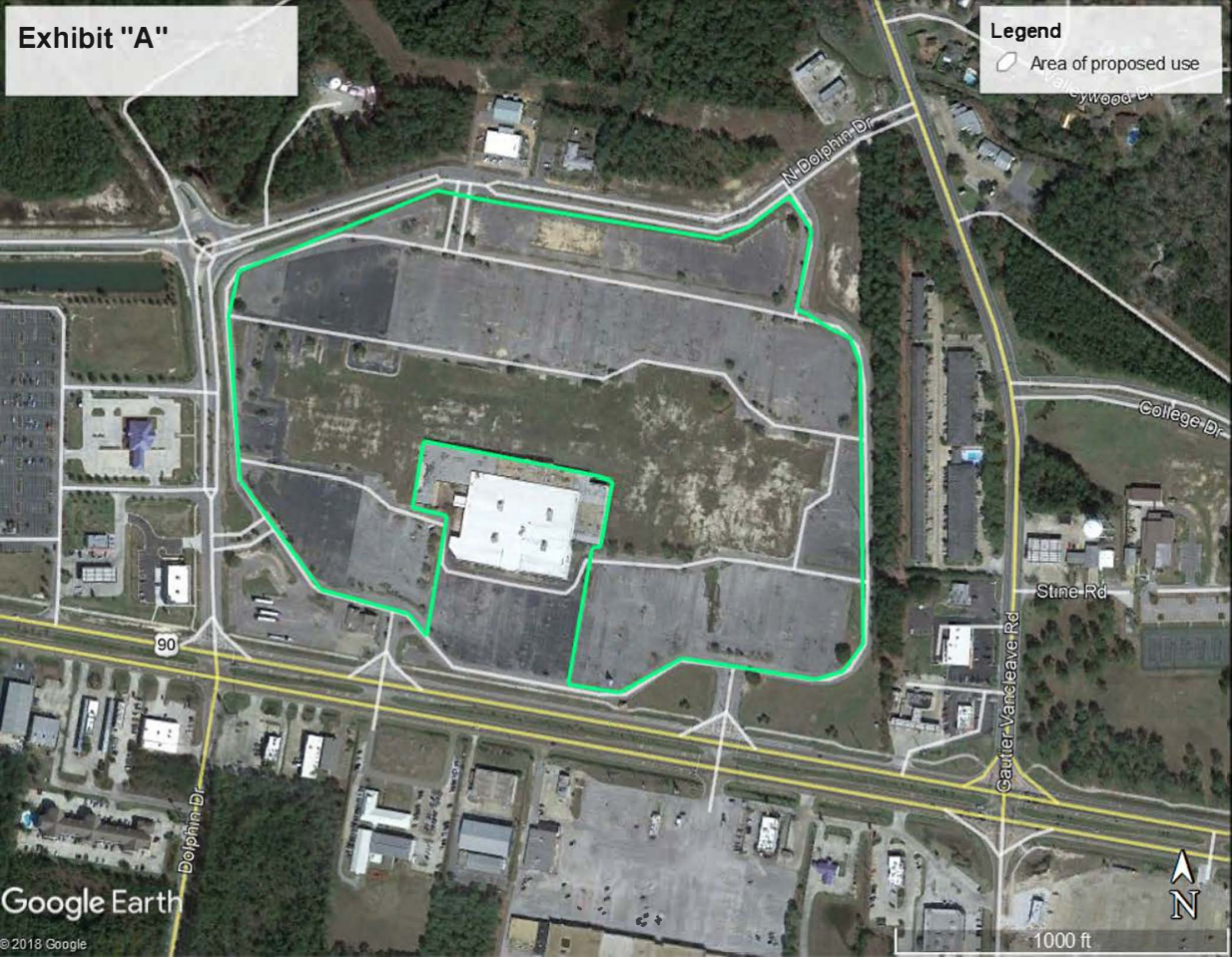
Exhibit "A"
Legend
Area of proposed use
N Dolphin Dr
College Dr
Stine Rd
Gautier-Vancleave Rd
Dolphin Dr
90
Google Earth
© 2018 Google
N
1000 ft

CITY OF GAUTIER
Consent Agenda Item #8
Fact Sheet

Council Meeting: November 6, 2018
Title: Receive September 2018 Finance Report

Introduced by:
Contact Person/Telephone Teresa Montgomery 497-8000

Summary Explanation: Receive September 2018 Finance Report.

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:													
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐

Second Made by:													
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Torjusen	☐	☐	☐	☐
At Large	Martin	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Vaughan	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Colledge	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2018

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 September 2018 is hereby received.

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

Motion was made by **BLANK,** seconded by **BLANK** and the following vote was recorded:

AYES:

NAYS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting November 6, 2018.

SEPTEMBER 2018 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	$2,318,605.64
MS Development Loan Katrina	Depository Account	007-000-001	$240.20
CDBG-Downtown Revitalization	Depository Account	012-000-001	
Transportation Enhancement	Depository Account	013-000-001	($40,971.45)
Allen Road Widening	Depository Account	020-000-001	
MDOT Safe Routes to School	Depository Account	029-000-001	
MDAH School House Grant	Depository Account	030-000-001	$1,158.43
MDMR City Pk Boat Launch Imp	Depository Account	050-000-001	
Martin Bluff Road Improvements	Depository Account	128-000-001	$102,012.64
U S Justice Equitable Sharing	Depository Account	157-000-001	$417,753.29
Fire Protection Fund	Depository Account	160-000-001	$237,861.26
Tidelands Grant	Depository Account	171-000-001	($6,500.00)
Library Support Fund	Depository Account	172-000-001	$1,546.01
MSWFP Recreation Trails Grant	Depository Account	175-000-001	
Shepard State Park Fund	Depository Account	176-000-001	$69,873.64
USDA NRCS EWP Program	Depository Account	300-000-001	($37,066.71)
Pine Cone Drive Spillway	Depository Account	301-000-001	$164,525.60
Robert Hiram Bridge Sheet Pile Wall	Depository Account	302-000-001	$76,261.71
MDOT TA Grant: Martin Bluff Sidewalk	Depository Account	303-000-001	$481,564.40
Solid Waste Fund	Depository Account	404-000-001	$64,986.14
EPA: Brownfields Assessment	Depository Account	409-000-001	
	General Ledger Cash Balance		$3,851,850.80
	General Depository Reconciled Cash Balance		$3,851,040.34

ENTERPRISE FUND

Fund Name		Account #	Balance
Elevated Water Tank	Enterprise Account	350-000-002	($42,500.00)
Bemis Sewer Project	Enterprise Account	351-000-002	
Water & Sewer Utility	Enterprise Account	400-000-002	$2,588,338.17
MDB Loan: Water Ion-X Project	Enterprise Account	421-000-002	$56,287.52
Water Meter Project	Enterprise Account	422-000-002	
Hurricane Katrina (PW Bldg)	Enterprise Account	449-000-002	
	General Ledger Cash Balance		$2,602,125.69
	Enterprise Reconciled Cash Balance		$2,598,512.44

BOND & RESTRICTED FUNDS

Fund Name		Account #	Balance
7M GO Bond S2010	Bond Fund	130-000-001	$319,268.15
W&S Rev Bond S2018: Debt Service	Debt Service Fund	250-000-007	$82,542.65
W&S Rev Bond S2018: DS Reserve	Restricted Fund	251-000-003	$296,904.35
W&S Rev Bond S2018: Contingency	Restricted Fund	251-000-005	$5,008.51
W&S Rev Bond S2018: Depreciation	Restricted Fund	251-000-009	$5,008.51
W&S Rev Bond S2018: Construction	Bond Fund	352-000-001	$3,443,992.74
S2012 W&S Refunding Bonds: Debt Service	Debt Service Fund	602-000-007	$829,191.75
S2012 W&S Refunding Bonds: DS Reserve	Restricted Fund	495-000-001	$490,884.14
MS Dev Bank SO Bond S2013: DS Reserve	Restricted Fund	497-000-001	$274,914.69
Customer Meter Deposit Funds	Restricted Fund	406-000-001	$692,417.11
	Total Bond & Restricted Reconciled Cash Balances		$6,440,132.60

SEPTEMBER 2018
YEAR TO DATE TOTALS

General Fund Totals

		BUDGET FY 2018	SEP 2018	Balance	100.00% % to date
	General Fund Revenues	**9,541,030.40**	**9,872,440.96**	**(331,410.56)**	***103.4%***
	Expenditures:				
001	Legislative	129,212.00	123,657.04	5,554.96	*95.7%*
010	City Court	323,366.00	304,382.99	18,983.01	*94.1%*
021	City Manager	261,856.00	246,429.80	15,426.20	*94.1%*
022	Human Resources	141,050.00	137,638.97	3,411.03	*97.5%*
040	City Clerk	272,355.00	254,852.48	17,502.52	*93.5%*
045	Finance	185,611.00	185,167.63	443.37	*99.7%*
060	City Attorney	105,000.00	99,628.32	5,371.68	*94.8%*
090	Economic Dev - Planning	313,473.00	306,594.25	6,878.75	*97.8%*
092	Building & General Expenses	524,700.00	496,302.05	28,397.95	*94.5%*
094	Grants & Project Admin	137,127.00	137,123.94	3.06	*99.9%*
100	Police	3,186,875.00	3,072,807.11	114,067.89	*96.4%*
161	Fire	2,382,157.00	2,332,661.28	49,495.72	*97.9%*
170	Recreation	493,860.00	457,797.61	36,062.39	*92.6%*
201	PW: Streets	265,000.00	225,961.42	39,038.58	*85.2%*
205	PW: Maintenance	234,530.00	219,851.16	14,678.84	*93.7%*
900	Interfund Transfers	1,060,217.40	1,060,216.49	0.91	*99.9%*
	General Fund Expenditures	**10,016,389.40**	**9,661,072.54**	**355,316.86**	***96.4%***
	Total Operating Expenditures	8,759,067.00	8,420,860.04	338,206.96	
	Total Capital Outlay Expenditures	133,129.00	116,021.20	17,107.80	
	Total Debt Service	63,976.00	63,974.81	1.19	
	Total Transfers Out	1,060,217.40	1,060,216.49	0.91	
	Total Unappropriated	0.00	0.00	0.00	
	Check Total	10,016,389.40	9,661,072.54	355,316.86	
	Personnel	6,776,070.00	6,663,019.46	113,050.54	
	Supplies	516,533.00	421,769.73	94,763.27	
	Other Services	1,466,464.00	1,336,070.85	130,393.15	
	Capital Outlay	133,129.00	116,021.20	17,107.80	
	Debt Service	63,976.00	63,974.81	1.19	
	Interfund Transfers for DS	1,060,217.40	1,060,216.49	0.91	
	Unappropriated	0.00	0.00	0.00	
	Check Total	10,016,389.40	9,661,072.54	355,316.86	

SEPTEMBER 2018
YEAR TO DATE TOTALS

Special Funds	BUDGET FY 2018	As of SEP 2018	Balance	*100.0% % to date*
007 MS Dev 2.36M Katrina Bonds				
Revenues	279,279.00	279,228.75	50.25	*99.9%*
Expenditures	279,279.00	279,263.75	15.25	*99.9%*
013 TE-Downtown Revitalization				
Revenues	42,797.54	1,826.09	40,971.45	*4.2%*
Expenditures	56,429.21	56,429.21	0.00	*100.0%*
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	27,915.12	32,023.76	*46.5%*
Expenditures	23,380.33	268.09	23,112.24	*1.1%*
030 MDAH 2014 Community Heritage				
Expenditures	1,508.00	350.00	1,158.00	*23.2%*
050 MDMR City Park Boat Launch Imps				
Revenues	283,252.96	283,252.96	0.00	*100.0%*
Expenditures	192,416.43	192,416.43	0.00	*100.0%*
128 Martin Bluff Road Project				
Expenditures	102,012.64	0.00	102,012.64	
130 $7M GO Bond - Capital Improvements				
Revenues	4,116,862.21	857,641.09	3,259,221.12	*20.8%*
Expenditures	4,403,362.21	832,189.25	3,571,172.96	*18.8%*
157 US Justice Equitable Sharing				
Revenues	268,573.56	296,031.32	(27,457.76)	*110.2%*
Expenditures	318,573.56	297,817.87	20,755.69	*93.4%*
160 Fire Protection Fund				
Revenues	103,000.00	106,014.30	(3,014.30)	*102.9%*
Expenditures	195,635.85	145,726.32	49,909.53	*74.4%*
171 Combined Tidelands Grant				
Revenues	721,797.29	255,484.37	466,312.92	*35.3%*
Expenditures	640,264.74	212,541.08	427,723.66	*33.1%*
172 Library Support Fund				
Revenues	109,578.00	109,578.00	0.00	*100.0%*
Expenditures	109,578.00	109,578.00	0.00	*100.0%*

SEPTEMBER 2018
YEAR TO DATE TOTALS

Special Funds	BUDGET FY 2018	As of SEP 2018	Balance	*100.0% % to date*
176 Shepard State Park				
Revenues	99,500.00	132,733.06	(33,233.06)	*133.4%*
Expenditures	134,623.00	118,303.72	16,319.28	*87.8%*
250 2018 W&S Bond Debt Service				
Revenues	82,500.00	82,542.65	(42.65)	*100.0%*
Expenditures	82,500.00	0.00	82,500.00	
251 2018 W&S Bond Debt Serv Reserve				
Revenues	306,700.00	306,921.37	(221.37)	*100.0%*
Expenditures	306,700.00	0.00	306,700.00	
300 USDA-NRCS EWP				
Revenues	486,453.00	0.00	486,453.00	
Expenditures	664,840.00	306,216.32	358,623.68	*46.0%*
301 Pine Cone Drive Spillway				
Revenues	175,725.60	175,725.60	0.00	*100.0%*
Expenditures	175,725.60	11,200.00	164,525.60	*6.3%*
302 Robert Hiram Bridge Sheet Pile Wall				
Revenues	81,781.71	81,781.71	0.00	*100.0%*
Expenditures	81,781.71	5,520.00	76,261.71	*6.7%*
303 MDOT-TA Grant: Martin Bluff Sidewalk				
Revenues	1,060,348.40	481,564.40	578,784.00	*45.4%*
Expenditures	1,060,348.40	0.00	1,060,348.40	
350 Elevated Water Tank				
Revenues	1,122,500.00	36,000.00	1,086,500.00	*3.2%*
Expenditures	1,122,500.00	78,500.00	1,044,000.00	*6.9%*
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	
352 2018 Bond General Construction/Admin				
Revenues	4,005,200.00	4,006,392.74	(1,192.74)	*100.0%*
Expenditures	4,005,200.00	562,400.00	3,442,800.00	*14.0%*
404 Solid Waste Fund				
Revenues	1,220,605.00	1,277,903.49	(57,298.49)	*104.6%*
Expenditures	1,241,605.00	1,237,855.20	3,749.80	*99.6%*
409 EPA: Brownfields Assessment				
Revenues	0.00	0.00	0.00	
Expenditures	0.00	0.00	0.00	

SEPTEMBER 2018
YEAR TO DATE TOTALS

Special Funds	BUDGET FY 2018	As of SEP 2018	Balance	*100.0% % to date*
421 MSB - Water Ionization Plant				
Expenditures	55,131.74	4,544.22	50,587.52	*8.2%*
495 DS Reserve Fund: 2012 Bond				
Revenues	1,000.00	2,341.69	(1,341.69)	*234.1%*
497 DS Fund: 2013 SO Bond				
Revenues	0.00	3,044.56	(3,044.56)	
Expenditures	0.00	1,257.62	(1,257.62)	
602 DS Fund: 2012 Bond Refinance				
Revenues	1,397,350.00	1,399,677.79	(2,327.79)	*100.1%*
Bonds Payable	1,396,350.00	1,396,350.00	0.00	*100.0%*

SEPTEMBER 2018
YEAR TO DATE TOTALS

ENTERPRISE (400)	BUDGET FY 2018	SEP 2018	Balance	100.00% % to date
Utility Fund Revenues	8,959,318.00	9,319,963.28	(360,645.28)	104.0%
Administration	2,856,276.00	2,817,675.04	38,600.96	98.6%
Water & Sewer O & M	2,838,384.00	2,686,875.60	151,508.40	94.6%
Debt Service	2,476,684.00	2,474,286.25	2,397.75	99.9%
Transfers	618,500.00	618,500.00	0.00	100.0%
Contingencies	200,000.00	0.00	200,000.00	
Utility Fund Expenditures	8,989,844.00	8,597,336.89	392,507.11	95.6%
Total Operating Expenditures	*5,625,660.00*	*5,444,409.99*	*181,250.01*	
Total Capital Outlay Expenditures	*69,000.00*	*60,140.65*	*8,859.35*	
Total Debt Service	*2,476,684.00*	*2,474,286.25*	*2,397.75*	
Total Interfund Transfers	*618,500.00*	*618,500.00*	*0.00*	
Total Contingency Expenditures	*200,000.00*	*0.00*	*200,000.00*	
Check Total	*8,989,844.00*	*8,597,336.89*	*392,507.11*	
Personnel	*221,133.00*	*221,034.03*	*98.97*	
Supplies	*330,000.00*	*224,328.37*	*105,671.63*	
Other Services	*5,074,527.00*	*4,999,047.59*	*75,479.41*	
Capital Outlay	*69,000.00*	*60,140.65*	*8,859.35*	
Debt Service	*2,476,684.00*	*2,474,286.25*	*2,397.75*	
Interfund Transfers	*618,500.00*	*618,500.00*	*0.00*	
Contingencies	*200,000.00*	*0.00*	*200,000.00*	
Check Total	*8,989,844.00*	*8,597,336.89*	*392,507.11*	

CITY OF GAUTIER
Consent Agenda Item #9
Fact Sheet

Council Meeting:	**November 6, 2018**
Title:	**Approval of an Interlocal Agreement between the City of Gautier and Jackson County Board of Supervisors**
Introduced by:	
Contact Person/Telephone	**City Manager 497-8000 ext. 306**

Summary Explanation: Approval of an Interlocal Agreement between the City of Gautier and Jackson County Board of Supervisors pertaining to animal housing and care for those animals apprehended within the city limits.

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract/Agreement	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	**City Manager**

Staff Recommendation:
Approval

Motion Made by:													
Torjusen	☐	**Martin**	☐	**George**	☐	**Jackson**	☐	**Vaughan**	☐	**Anderson**	☐	**Colledge**	☐

Second Made by:													
Torjusen	☐	**Martin**	☐	**George**	☐	**Jackson**	☐	**Vaughan**	☐	**Anderson**	☐	**Colledge**	☐

Voted as follows:		**Ayes**	**Nays**	**Abstained**	**Absent**
Mayor	**Torjusen**	☐	☐	☐	☐
At Large	**Martin**	☐	☐	☐	☐
Ward 1	**George**	☐	☐	☐	☐
Ward 2	**Jackson**	☐	☐	☐	☐
Ward 3	**Vaughan**	☐	☐	☐	☐
Ward 4	**Anderson**	☐	☐	☐	☐
Ward 5	**Colledge**	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2018

WHEREAS, the Board of Supervisors of Jackson County, Mississippi has approved the attached Interlocal Governmental Agreement pertaining to animal housing and care for those animals apprehended within city limits; and

WHEREAS, under the agreement, the City will be responsible for apprehending and transporting said animals to the Jackson County Animal Shelter; and

WHEREAS, once the animals are delivered to the Jackson County Animal Shelter, the County will be responsible for their housing and care; and

WHEREAS, the City will pay the County $500.00 annually for this service; and

WHEREAS, the Mayor and Council Members hereby find that entering this Interlocal Agreement is in the best interests of the City;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the attached Interlocal Agreement is hereby authorized and approved.

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

Motion was made by **BLANK**, seconded by **BLANK** and the following vote was recorded:

AYES:

NAYS:

_____

MAYOR

ATTEST:

_____

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 6, 2018.

STATE OF MISSISSIPPI
COUNTY OF JACKSON

INTERLOCAL GOVERNMENTAL AGREEMENT BETWEEN JACKSON COUNTY, MISSISSIPPI, AND THE CITIES OF GAUTIER, MOSS POINT, OCEAN SPRINGS AND PASCAGOULA, MISSISSIPPI

WHEREAS, the Cities of Gautier, Moss Point, Ocean Springs, and Pascagoula, Mississippi, and the Board of Supervisors of Jackson County, Mississippi, desire to work together to operate local government in an efficient and cost effective manner; and

WHEREAS, one area that this goal can be achieved is animal housing and care; and

WHEREAS, the Cities of Gautier, Moss Point, Ocean Springs, and Pascagoula, Mississippi, and the Board of Supervisors wish to enter into this agreement to their mutual advantage to provide animal housing services and facilities in a manner that will best serve the citizens as allowed by the Interlocal Corporation Act of 1974, being Section 17-1-3, et seq, Mississippi Code of 1972 annotated.

NOW, THEREFORE, in consideration of the above and foregoing premises and under the authority of Sections 17-13-1 through 17-13-17, Mississippi Code of 1972, Annotated, and the further consideration of the mutual advantages and promises hereinafter contained, this contract and agreement is made and entered into on the date hereinafter stated by and between JACKSON COUNTY, MISSISSIPPI, hereinafter called COUNTY, and CITIES OF GAUTIER, MOSS POINT, OCEAN SPRINGS, AND PASCAGOULA, MISSISSIPPI, hereinafter called CITIES; and the parties do contract and agree to the terms and conditions hereinafter set forth:

A) EFFECTIVE DATE. This Agreement shall become effective immediately after receipt of approval from the Attorney General of the State of Mississippi as provided in Section 17-13-11 of the Mississippi Code of 1972.

B) DURATION. This Agreement shall be in effect for a period of one (1) year, ending on the 1st day of October, 2019. This Agreement will automatically renew each

subsequent October 1st without further action of the entities unless an entity gives written notice of its intent to withdraw from the Agreement as set forth in Section G below.

This Agreement is subject to ratification by the new governing authority of any entity in the event the term extends beyond any term of office of said governing authorities.

C) PURPOSE. The purpose of this Agreement is to provide for the housing of animals apprehended within the boundary of the CITIES and supercedes any prior agreements for animal control or housing services between any of the CITIES and the COUNTY.

D) ORGANIZATION AND STATUTORY AUTHORITIES. There will be no separate legal or administrative entity created by this Agreement. The CITIES have authority under Section 21-19-9, Mississippi Code of 1972, Annotated to control the running at large of animals and establishment of pounds. The COUNTY has like authority under Section 19-5-50, Mississippi Code of 1972, Annotated.

E) MANNER OF FINANCING, STAFFING, ETC. The CITIES shall each pay $500.00 annually to the COUNTY for the services provided by the COUNTY, and this fee may be renegotiated and agreed upon by the entities each year. Said payment shall be made on or before October 31st of each year for the ensuing year.

The CITIES shall be responsible for pickup and transportation of animals to the Jackson County Animal Shelter. The COUNTY shall be responsible for the housing and care of the animals brought to the shelter. The COUNTY shall comply with the impoundment and redemption procedures under the Animal Control Ordinances of Jackson County, Mississippi. All fees and fines collected at the shelter shall be retained by the COUNTY.

F) AMENDMENT. This Agreement may be amended by any entity upon joint, written agreement of the parties, and the amendment shall be spread upon the minutes of the entities and forwarded to the Attorney General of the State of Mississippi for approval prior to the enactment of these amendments.

G) TERMINATION. Participation in this Agreement by any entity may be terminated at any time by providing written notice to the parties through the passage of a resolution by the entity's governing authority indicating an intent to withdraw from this Agreement. If any single entity elects to discontinue participation in this Agreement, the Agreement will remain in force with the remaining entities.

H) ACQUISITION OR DISPOSAL OF PROPERTY. Any real or personal property acquired under and in fulfillment of this Agreement shall be and remain the property of COUNTY and shall be accounted for and disposed of in accordance with the policies of the Board of Supervisors and the Laws of the State of Mississippi.

I) APPROVAL OF AGREEMENT. This Agreement must be ratified and approved by the respective governing authorities prior to initiation, and this Agreement is expressly subject to the approval by the Attorney General of the State of Mississippi as required by Section 17-13-11, Mississippi Code of 1972, Annotated.

J) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused the execution and delivery of this Agreement on this the 15 day of October, 2018.

JACKSON COUNTY, MISSISSIPPI
BOARD OF SUPERVISORS

By: _____
Randy Bosarge, President

ATTESTED:

By: _____
Josh Eldridge, Clerk of the Board

CITY OF GAUTIER, MISSISSIPPI

By: _____
Phil Torjusen, Mayor

ATTESTED:

By: _____
City Clerk

CITY OF MOSS POINT, MISSISSIPPI

By: _____
Mario King, Mayor

ATTESTED:

By:_____
City Clerk

CITY OF OCEAN SPRINGS, MISSISSIPPI

By:_____
Shea Dobson, Mayor

ATTESTED:

By:_____
City Clerk

CITY OF PASCAGOULA, MISSISSIPPI

By:_____
Dane Maxwell, Mayor

ATTESTED:

By:_____
City Clerk

CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
November 6, 2018

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES: