

**AGENDA  
CITY OF GAUTIER, MISSISSIPPI  
CITY HALL COUNCIL CHAMBERS  
November 20, 2018 @ 6:30 PM**

**I. Call to Order**

**1. Prayer**

**2. Pledge of Allegiance**

**II. Agenda Order Approval**

**III. Announcements**

- 1. In observance of Thanksgiving Day, Waste Pro will not be collecting garbage, trash or recycling on November 22nd.**
- 2. Offices closed Thursday, November 22nd and Friday, November 23rd in observance of Thanksgiving Day**
- 3. Lights and Lagniappe on the Bayou, Saturday December 1st at 3:00 PM**

**IV. Presentation Agenda**

**V. Business Agenda**

- 1. Consideration of an Operating Permit for a landfill expansion for Applewhite Recycling Systems, LLC at 4205 Beasley Road (GPC Case No. 17-01-CU)**

|                          |                       |                          |                                                        |                          |                                           |                          |      |
|--------------------------|-----------------------|--------------------------|--------------------------------------------------------|--------------------------|-------------------------------------------|--------------------------|------|
| <input type="checkbox"/> | STAFF<br>PRESENTATION | <input type="checkbox"/> | PUBLIC<br>QUESTIONS/COMMENTS<br>(3 MINUTES PER PERSON) | <input type="checkbox"/> | MOTION<br>COUNCIL<br>DISCUSSION/QUESTIONS | <input type="checkbox"/> | VOTE |
|--------------------------|-----------------------|--------------------------|--------------------------------------------------------|--------------------------|-------------------------------------------|--------------------------|------|

- 2. Consideration for approval for a Special Exception Permit at 2105 Old Spanish Trail for a on-site Mobile Dental Office , PID# 82436055.107 located in a TCMU (Town Center Mixed Use) Zoning District. (GPC CASE # 18-20-SE)**

|                          |                       |                          |                                                        |                          |                                           |                          |      |
|--------------------------|-----------------------|--------------------------|--------------------------------------------------------|--------------------------|-------------------------------------------|--------------------------|------|
| <input type="checkbox"/> | STAFF<br>PRESENTATION | <input type="checkbox"/> | PUBLIC<br>QUESTIONS/COMMENTS<br>(3 MINUTES PER PERSON) | <input type="checkbox"/> | MOTION<br>COUNCIL<br>DISCUSSION/QUESTIONS | <input type="checkbox"/> | VOTE |
|--------------------------|-----------------------|--------------------------|--------------------------------------------------------|--------------------------|-------------------------------------------|--------------------------|------|

### 3. Approval of Docket of Claims

|                          |                       |                          |                                                        |                          |                                           |                          |      |
|--------------------------|-----------------------|--------------------------|--------------------------------------------------------|--------------------------|-------------------------------------------|--------------------------|------|
| <input type="checkbox"/> | STAFF<br>PRESENTATION | <input type="checkbox"/> | PUBLIC<br>QUESTIONS/COMMENTS<br>(3 MINUTES PER PERSON) | <input type="checkbox"/> | MOTION<br>COUNCIL<br>DISCUSSION/QUESTIONS | <input type="checkbox"/> | VOTE |
|--------------------------|-----------------------|--------------------------|--------------------------------------------------------|--------------------------|-------------------------------------------|--------------------------|------|

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

1. Approval of a resolution removing a 2007 Ford Crown Victoria Police Car, VIN #2FAFP71W57X112800 from inventory and insurance coverage, and authorizing vehicle to be used for parts until such time as it can be deemed surplus.
2. Approval of minutes from Regular Council Meeting held November 6, 2018.
3. Receive October 2018 Privilege License Report
4. Authorization to enter into a Professional Services Agreement with Wright, Ward, Hatten & Guel to audit the financial statements of the City of Gautier for the year ended September 30, 2018.
5. Approval of a Contract Agreement with Pyro Shows
6. Authorization to approve Seymour Engineering as authorized agent on behalf of the City of Gautier for NRCS Drainage Improvements (2018)
7. Approval of a Contract Agreement with Eastern Shore Inflatables
8. Approval to accept a monetary donation for The City of Gautier's Lights and Lagniappe on the Bayou
9. Authorization to purchase and insure a Police K-9
10. Approval of water and sewer adjustments dated November 2018 in the amount of \$5,670.36.
11. Resolution supporting the 2019 Legislative Session that would allow the Electric Cooperatives in Mississippi to provide high speed internet service in Mississippi.



- 12. Authorization to purchase wetlands mitigation credits in association with the Water Storage Tank project.**
- 13. Resolution requesting approval from the Jackson County Board of Supervisors to utilize the leftover funding from the Pine Cone Spillway project to supplement the shortage in the Robert Hiram Bridge repair project.**

## **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 December 4, 2018 at 6:30 P.M.**

**[www.gautier-ms.gov](http://www.gautier-ms.gov)**

**CITY OF GAUTIER, MISSISSIPPI  
ANNOUNCEMENT AGENDA  
November 20, 2018**

**ITEM DESCRIPTION:**

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**ANNOUNCEMENTS**

1. In observance of Thanksgiving Day, Waste Pro will not be collecting garbage, trash or recycling on November 22nd.
2. Offices closed Thursday, November 22<sup>nd</sup> and Friday, November 23<sup>rd</sup> in observance of Thanksgiving Day
3. Lights and Lagniappe on the Bayou, Saturday December 1<sup>st</sup> at 3:00 PM

**NOTES:**

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# No Garbage Collection on Nov. 22nd, 2018.

In observance of Thanksgiving Day, Waste Pro will not be collecting garbage, trash or recycling on November 22nd, 2018.

- For those who receive twice a week garbage collection, Thursday's collection will be skipped.
- For recycling and those who receive once a week garbage collection, service will run a day behind for the remainder of that week.



For more information  
call 228-818-5393 or  
in Gulfport dial 311 or 228-868-5700.



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 16<sup>th</sup> 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 HOSEMAN, JR.**  
**SECRETARY OF STATE**





Join the City of Gautier for  
Lights & Lagniappe on the Bayou!

When: December 1st  
Where: Gautier City Hall  
Time: 3:00 PM

Kick off the holiday season at Gautier's Lights and Lagniappe on the Bayou! Festivities include pet parade, Elf on the Bayou, appearances by Rudolph and the Grinch, fireworks show, pet adoptions, children's craft area, pictures with Santa, winter wonderland snow party, outdoor movie the Santa Clause 3, dance performances by Creative Dance, the Pascagoula- Gautier School District Choir spreading holiday cheer, and the Annual Tree Lighting Ceremony!

**NEW THIS YEAR!**

**CHRISTMAS LIGHT THE NIGHT CELEBRATION  
FIREWORKS SHOW**

**&**

**WINTER WONDERLAND SNOW PARTY !**



**PYRO  
SHOWS**

GAUTIER  
MISSISSIPPI  
*Nature's Playground*



 **Gulf Coast  
Snowmakers**



Join the City of Gautier for  
Lights & Lagniappe on the Bayou!

December 1st

Schedule of Events

|                                           |                       |
|-------------------------------------------|-----------------------|
| Pet Parade                                | 3:00 p.m.             |
| Children's Craft Area                     | 3:00 p.m. – 5:00 p.m. |
| Winter Wonderland Snow Party              | 3:00 p.m. – 5:00 p.m. |
| Pet Adoptions                             | 2:00 p.m. – 5:00 p.m. |
| Appearances by Rudolph & The Grinch       | 3:00 p.m. – 5:00 p.m. |
| Pictures with Santa                       | 3:30 p.m. – 5:00 p.m. |
| Creative Dance Studio                     | 3:30 p.m.             |
| Pascagoula– Gautier School District Choir | 4:30 p.m.             |
| Annual Tree Lighting Ceremony             | 5:15 p.m.             |
| "Christmas Light the Night Celebration"   | 5:30 p.m.             |
| Fireworks Show                            |                       |
| Outdoor Movie Night The Santa Clause 3    | 6:00 p.m.             |

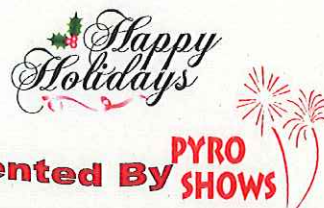


Join the City of Gautier for  
Lights & Lagniappe on the Bayou!  
"Christmas Light the Night Celebration"

Fireworks Show

December 1st 5:30 p.m.

Gautier City Hall



Presented By PYRO SHOWS

Bring a lawn chair and a blanket and enjoy the show!

Winter  
WonderLand  
Snow Party!



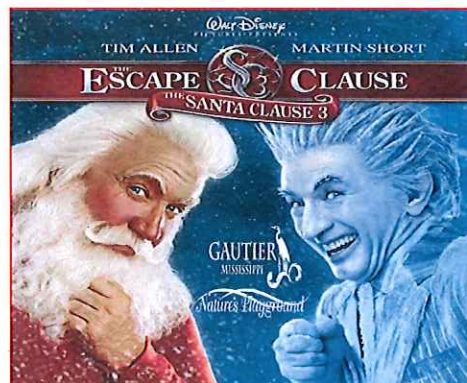
Gautier City Hall  
December 1st  
3:00 p.m. – 5:00 p.m.



Join us as the Gautier City Hall lawn is turned into a winter wonderland with fresh snow. On Dec. 1 from 3–5 p.m., the City will host a snow party with real snow. Bundle up for this free event and come build a snowman! Come early at 1 p.m. when the snowmakers arrive to see the field of green transform into a field of fluffy white.



Join the City of Gautier for  
Lights & Lagniappe on the Bayou!  
Outdoor Movie Night  
December 1st  
6:00 p.m.



Concessions by Gautier Mayor's Youth Council

**FREE EVENT!**

Bring a lawn chair and blanket and enjoy the show

**CITY OF GAUTIER, MISSISSIPPI  
PRESENTATION AGENDA  
November 20, 2018**

**ITEM DESCRIPTION:**

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**PRESENTATION AGENDA**

**None**

**NOTES:**

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**CITY OF GAUTIER  
Business Agenda Item #1  
Fact Sheet**

**Council Meeting:**  
**Title:**

**November 20, 2018**  
**Consideration of an Operating Permit for a landfill expansion by Applewhite Recycling Systems, LLC at 4205 Beasley Road (GPC Case No. 17-01-CU).**

**Introduced by:**  
**Contact Person/Telephone**

**Scott Ankerson 497-8000 ext. 312**

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**Summary Explanation: Consideration of an Operating Permit for a landfill expansion by Applewhite Recycling Systems, LLC at 4205 Beasley Road (GPC Case No. 17-01-CU).**

**EXHIBITS FOR REVIEW**

|                                |                                     |
|--------------------------------|-------------------------------------|
| <b>Resolution</b>              | <input type="checkbox"/>            |
| <b>Ordinance</b>               | <input type="checkbox"/>            |
| <b>Contract</b>                | <input type="checkbox"/>            |
| <b>Minutes</b>                 | <input type="checkbox"/>            |
| <b>Plan Maps</b>               | <input type="checkbox"/>            |
| <b>Order</b>                   | <input checked="" type="checkbox"/> |
| <b>Other</b>                   | <input type="checkbox"/>            |
| <b>Submittal Authorization</b> | <b>City Manager</b>                 |

**Staff Recommendation:**  
**Approval**

**Motion Made by:**

|                 |                          |               |                          |               |                          |                |                          |                |                          |                 |                          |                 |                          |
|-----------------|--------------------------|---------------|--------------------------|---------------|--------------------------|----------------|--------------------------|----------------|--------------------------|-----------------|--------------------------|-----------------|--------------------------|
| <b>Torjusen</b> | <input type="checkbox"/> | <b>Martin</b> | <input type="checkbox"/> | <b>George</b> | <input type="checkbox"/> | <b>Jackson</b> | <input type="checkbox"/> | <b>Vaughan</b> | <input type="checkbox"/> | <b>Anderson</b> | <input type="checkbox"/> | <b>Colledge</b> | <input type="checkbox"/> |
|-----------------|--------------------------|---------------|--------------------------|---------------|--------------------------|----------------|--------------------------|----------------|--------------------------|-----------------|--------------------------|-----------------|--------------------------|

**Second Made by:**

|                 |                          |               |                          |               |                          |                |                          |                |                          |                 |                          |                 |                          |
|-----------------|--------------------------|---------------|--------------------------|---------------|--------------------------|----------------|--------------------------|----------------|--------------------------|-----------------|--------------------------|-----------------|--------------------------|
| <b>Torjusen</b> | <input type="checkbox"/> | <b>Martin</b> | <input type="checkbox"/> | <b>George</b> | <input type="checkbox"/> | <b>Jackson</b> | <input type="checkbox"/> | <b>Vaughan</b> | <input type="checkbox"/> | <b>Anderson</b> | <input type="checkbox"/> | <b>Colledge</b> | <input type="checkbox"/> |
|-----------------|--------------------------|---------------|--------------------------|---------------|--------------------------|----------------|--------------------------|----------------|--------------------------|-----------------|--------------------------|-----------------|--------------------------|

| <b>Voted as follows:</b> |                 | <b>Ayes</b>              | <b>Nays</b>              | <b>Abstained</b>         | <b>Absent</b>            |
|--------------------------|-----------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <b>Mayor</b>             | <b>Torjusen</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>At Large</b>          | <b>Martin</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 1</b>            | <b>George</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 2</b>            | <b>Jackson</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 3</b>            | <b>Vaughan</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 4</b>            | <b>Anderson</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 5</b>            | <b>Colledge</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**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**

**CITY OF GAUTIER  
OPERATING PERMIT FOR LANDFILL EXPANSION  
AT 4205 BEASLEY ROAD  
FOR PARCEL ID NOS: 82427005.050 & 82427005.000**

**WHEREAS**, the City requires an Operating Permit for new facilities, modifications and expansions of waste handling and disposal facilities; and

**WHEREAS**, an application for such an Operating Permit was received from Roger Applewhite, of Applewhite Recycling Systems, LLC, requesting expansion of an existing landfill at 4205 Beasley Road; and

**WHEREAS**, a Conditional Use-Major Permit was approved by the City Council and issued to the subject property on March 21, 2017 which allows for such use, subject to certain conditions and stipulations; and

**WHEREAS**, the application fee of \$150 was paid on June 5, 2018; and

**WHEREAS**, the City and staff find and determine that all application requirements for an Operating Permit have been met; and

**WHEREAS**, the City and Staff find and determine that, based information in the application, and on the factors outlined in Article V, Section 5.1 of the Landfill Site Ordinance, the requested Operating Permit for expansion, as outlined in the application, is appropriate and in the best interests of the City;

**IT IS THEREFORE ORDERED** that the Operating Permit for landfill expansion is hereby approved and issued to Applewhite Recycling Systems, LLC for a period of one (1) year.

**IT IS FURTHER ORDERED** that the Operating Permit is contingent upon a Demonstration of Financial Security in the form of \_\_\_\_\_, in the amount of \_\_\_\_\_.

**IT IS FURTHER ORDERED** that the City Clerk shall have this permit recorded in the public records of Jackson County, at the expense of the applicant, and provide the applicant a copy of the permit with the recording information affixed.

**IT IS FURTHER ORDERED** that this Permit is subject to revocation based on noncompliance with the terms of the relevant conditional use permit.

**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:**

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

**BLANK** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 20, 2018.

## **CITY OF GAUTIER MEMORANDUM**

**To:** Paula Yancey, City Manager

**From:** Scott Ankerson, Planning Director

**Date:** November 20, 2018

**Subject:** Consideration for approval of a Landfill Expansion Permit for Applewhite Recycling Systems, LLC at 4205 Beasley Road. (GPC Case No. 17-01-CU)

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### **REQUEST:**

The Planning Department has received an application from Roger Applewhite, of Applewhite Recycling Systems, LLC, for a Permit that would allow a Landfill Expansion in an I-Industrial zoning district at 4205 Beasley Road, PIDN# 82427005.050 and PIDN# 82427005.000. The application fee of \$150 was paid on June 5, 2018.

### **BACKGROUND:**

Applewhite Recycling Systems, LLC is an existing Landfill Facility located at the end of Beasley Road. The existing landfill site is located in an area which was annexed by the City of Gautier in 2002. The property is currently zoned I-2 Industrial. A Conditional Use-Major permit was approved by Council and issued to the subject property for this proposed Landfill Expansion on March 21, 2017.

### **DISCUSSION:**

According to the City of Gautier's Landfill Site Ordinance Article V, Section 5.1, "Basis for Issuance", The City Council of Gautier may consider the following factors in approving or denying an operating permit:

1. *Whether the proposed activities will be injurious to the public health, safety and welfare of the City and its residents;*
2. *Whether the proposed activities will pollute, impair, or destroy natural resources;*
3. *Whether the proposed activities will create an unreasonable hazard, annoyance, inconvenience, or nuisance to the owners or occupants of nearby property;*
4. *Whether the proposed activities will significantly change the character of the neighborhood or unreasonably reduce the value of nearby property;*

5. *Whether there has been compliance with all other requirements and standards of the codes and ordinances adopted by the City of Gautier;*
6. *Whether there has been compliance with all other requirements, statutes, and regulations of the state and federal government;*
7. *Whether the proposed activities will create any significant obstacle to the implementation of the City's Comprehensive Plan; and*
8. *Council may consider any other factor, or combination of factors that may have a negative impact on the City.*

Also, according to the City of Gautier's Landfill Site Ordinance Article 4, section 4.12 "Demonstration of Security", the application for a permit shall be accompanied by a demonstration of financial security in the amount required by the City of Gautier and shall be provided in a form acceptable to the City Comptroller and the City Manager and as may be defined by rule and regulation. This may be in the form of a bond or by a documented demonstration of fiscal soundness.

### **RECOMMENDATIONS:**

Staff recommends approval of the Landfill Site Application based on the Planning Department's review and confirmation of completion of the application and considering that all conditions of the approved Conditional Use-Major permit are followed. Staff also finds that the factors for approval specific to UDO Article V, section 5.1 have been considered and found to be satisfactory based on review of the application, conditions implemented by the approved conditional use, and the approval and/or permitting from other applicable outside agencies. Finally, staff also recommends that the required "Demonstration of Financial Security", as described in the City of Gautier's Landfill Site Ordinance, shall be in the form of a bond, acceptable to the City Comptroller, in the amount of \$1,000,000.00.

### **CONCLUSION:**

Council may:

1. Approve the Landfill Expansion Permit with the approval of a specific form and amount of financial security; or
2. Deny the Landfill Expansion Permit.

### **ATTACHMENTS:**

1. Approved Conditional Use-Major Permit (GPC Case No. 17-01-CU)



Scott Ankerson, Planning Director/Building Official, presented Business Item #1 - Consideration of a Conditional Use-Major Permit for Applewhite Recycling Systems, LLC at 4205 Beasley Road. (GPC Case No. 17-01-CU).

Councilman Vaughan asked that the City and our service provide make sure that we maintain the adopted portion from Beasley Road and the western portion of Will Payne Adams Road so that it continues to look pristine like their facility.

Councilman Anderson requested that Applewhite build a barrier at the crossing of the creek bed to Mary Walker Bayou so it will keep from washing.

After a brief discussion and comments, the council considered the following order.

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

**ORDER NUMBER 044-2017**

**CITY OF GAUTIER  
CONDITIONAL USE-MAJOR PERMIT  
GPC CASE NO. 17-01-CU**

**4205 BEASLEY ROAD – CLASS I RUBBISH SITE CELL EXPANSION  
REGARDING PARCEL ID NO: 82427005.000 & 82427005.050**

The City of Gautier Planning Commission, at its regular meeting held on March 02, 2017, considered the application for a Conditional Use-Major Permit for a Class I Rubbish Site Cell Expansion as submitted by Rodger Applewhite of Applewhite Recycling Systems, LLC. The parcel subject to this Permit is located at 4205 Beasley Road in Gautier, Mississippi. After due public notice, the City Council, having considered the favorable recommendation by the Planning Commission, application, testimony and exhibits presented by the applicant, the report of the City Staff and all other relevant testimony, exhibits and other evidence, pursuant to applicable provisions of the City's Unified Development Ordinance, hereby approves the Conditional Use-Major Permit with the following conditions and Planning Commission's recommendations:

1. The location of all structures, if any, must be properly located on the property and fully disclosed to City Staff, Planning Commission, and City Council prior to placement.
2. The landfill height will not exceed a maximum elevation of fifty (50) feet above natural grade or seventy (70) feet above Mean Sea Level (MSL).
3. All debris piles are located so as to be hidden from view, both vertically and horizontally, from any and all adjacent city streets, public right of ways, and surrounding properties.

4. The required Buffer Zones shall include a Northern Buffer of two hundred (200) feet in width, an Eastern and Western Buffer of one hundred-fifty (150) feet in width and a Southern Buffer of one hundred (100) feet in width.
5. Earthen berms shall be constructed, in accordance with MDEQ, to assure that sediment and debris waste do not enter the wetlands associated with Mary Walker Bayou.
6. At no time shall the vertical height of any debris piles exceed the height of the required buffer to ensure that the debris piles are continuously hidden from view.
7. The applicant shall extend the proposed eastern buffer for the expansion southward along the existing facility which currently contains debris piles or which has the potential to contain debris piles in the future. The buffer shall contain a combination of multiple species of shrubs and trees sufficient for buffering these areas from the view of city streets, public right of ways, and surrounding adjacent properties.
8. The Conditional Use is granted for a Class I Rubbish Site, as defined by MDEQ and the City, only.
9. Each load of waste shall be physically monitored by the facility operator or designated trained spotter to ensure that unauthorized wastes, if any, are separated, containerized, and shipped offsite for proper disposal at an MDEQ authorized disposal facility. If during inspection of the materials, while either in trucks or in the disposal area, incidental amounts of unauthorized wastes are observed, the waste will be containerized, and shipped offsite for disposal at an approved facility.
10. All trucks and equipment used by the Landfill will be washed to the extent that would eliminate the tracking of silt and soil on public roadways prior to leaving the facility; or, other engineering methods approved by the city.
11. Windblown and scattered litter and debris shall be collected from around the landfill facility on an as need basis at the end of each operating day and returned to the active working area for disposal.
12. The Landfill company shall adopt Beasley Road and the western portion of William Payne Adams Road, from the roundabout, west, to Beasley Road, and keep the same free of all litter and debris on a daily basis.
13. All spills will be reported to MDEQ and the City within 1 hour of occurrence; or their knowledge thereof. Additionally, such spills will be mitigated to the satisfaction of MDEQ and the City, and the City shall receive a copy of the document from MDEQ or other approved outside agency certifying that the affected area has been properly cleaned and is safe for re-use. Failure to comply shall result in the inability of the Landfill to obtain future operating permits.

14. The facility shall submit an approved Vector Control Plan to the City to ensure that birds and other vectors will not become a nuisance to the landfill site and surrounding properties and uses.
15. Any expansion, modification, or change, whether administrative or otherwise must comply with MDEQ regulations and must be reported to the City for approval prior to implementation.
16. The Landfill must obtain an Operating Permit through City Council, pursuant to the City of Gautier's Landfill Site Ordinance.
17. Applicant shall conduct a "No Adverse Impact" study, performed by an engineer licensed in Mississippi, which certifies that there will be no negative impact on Mary Walker Bayou, the designated Flood Zone area, and/or any associated Floodway.
18. Dump Fees shall be waived for all City residents and for the first 1,000 cubic yards of rubbish accepted at the site, annually, from the City of Gautier.
19. The City Clerk shall have this permit recorded in the public records of Jackson County, at the expense of the applicant, and provide the applicant a copy of the permit with the recording information affixed.
20. The Gautier Planning Commission recommended approval of this Conditional Use-Major Permit on March 2, 2017.

The City Council adopted this Conditional Use-Major Permit on a recorded vote of 6 ayes to 0 nays to approve the application of Rodger Applewhite of Applewhite Recycling Systems, LLC, located at 4205 Beasley Road, in Gautier, Mississippi, and identified as Jackson County Parcel No. 82427005.000 & 82427005.050.

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

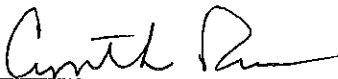
**AYES:**       **Gordon Gollott**  
                  **Mary Martin**  
                  **Johnny Jones**  
                  **Casey Vaughan**  
                  **Rusty Anderson**  
                  **Adam Colledge**

**NAYS:**       **None**

**ABSENT:**   **Hurley Ray Guillotte**

March 21, 2017  
Date of Issuance

**Attest:**

  
\_\_\_\_\_  
**Cynthia Russell**  
**City Clerk**

  
\_\_\_\_\_  
**Gordon Gollott, Mayor**  
**City of Gautier, Mississippi**  
**3330 Highway 90**  
**Gautier, MS 39553**

**Passed and Adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 4, 2017.

**CITY OF GAUTIER**  
**Business Agenda Item #2**  
**Fact Sheet**

**Council Meeting:**  
**Title:**

**November 20, 2018**  
**Consideration of a Special Exception Permit for**  
**2105 Old Spanish Trail for an on-site mobile**  
**dental office by Huntington Ingalls Incorporated**  
**(GPC Case No. 18-20-SE).**

**Introduced by:**  
**Contact Person/Telephone**

**Scott Ankerson 497-8000 ext. 312**

**Summary Explanation:** Consideration of a request from Huntington Ingalls Incorporated for a Special Exception Permit that would allow an on-site mobile dental office in a TCMU, Town Center Mixed Use District, at 2105 Old Spanish Trail, PID #82436055.107. The application fee of \$250 was paid on October 2, 2018. All public notice requirements have been met.

**EXHIBITS FOR REVIEW**

|                                |                                     |
|--------------------------------|-------------------------------------|
| <b>Resolution</b>              | <input type="checkbox"/>            |
| <b>Ordinance</b>               | <input type="checkbox"/>            |
| <b>Contract</b>                | <input type="checkbox"/>            |
| <b>Minutes</b>                 | <input type="checkbox"/>            |
| <b>Plan Maps</b>               | <input type="checkbox"/>            |
| <b>Order</b>                   | <input checked="" type="checkbox"/> |
| <b>Other</b>                   | <input type="checkbox"/>            |
| <b>Submittal Authorization</b> | <b>City Manager</b>                 |

**Staff Recommendation:**  
**Approval**

**Motion Made by:**

|                 |                          |               |                          |               |                          |                |                          |                |                          |                 |                          |                 |                          |
|-----------------|--------------------------|---------------|--------------------------|---------------|--------------------------|----------------|--------------------------|----------------|--------------------------|-----------------|--------------------------|-----------------|--------------------------|
| <b>Torjusen</b> | <input type="checkbox"/> | <b>Martin</b> | <input type="checkbox"/> | <b>George</b> | <input type="checkbox"/> | <b>Jackson</b> | <input type="checkbox"/> | <b>Vaughan</b> | <input type="checkbox"/> | <b>Anderson</b> | <input type="checkbox"/> | <b>Colledge</b> | <input type="checkbox"/> |
|-----------------|--------------------------|---------------|--------------------------|---------------|--------------------------|----------------|--------------------------|----------------|--------------------------|-----------------|--------------------------|-----------------|--------------------------|

**Second Made by:**

|                 |                          |               |                          |               |                          |                |                          |                |                          |                 |                          |                 |                          |
|-----------------|--------------------------|---------------|--------------------------|---------------|--------------------------|----------------|--------------------------|----------------|--------------------------|-----------------|--------------------------|-----------------|--------------------------|
| <b>Torjusen</b> | <input type="checkbox"/> | <b>Martin</b> | <input type="checkbox"/> | <b>George</b> | <input type="checkbox"/> | <b>Jackson</b> | <input type="checkbox"/> | <b>Vaughan</b> | <input type="checkbox"/> | <b>Anderson</b> | <input type="checkbox"/> | <b>Colledge</b> | <input type="checkbox"/> |
|-----------------|--------------------------|---------------|--------------------------|---------------|--------------------------|----------------|--------------------------|----------------|--------------------------|-----------------|--------------------------|-----------------|--------------------------|

| <b>Voted as follows:</b> |                 | <b>Ayes</b>              | <b>Nays</b>              | <b>Abstained</b>         | <b>Absent</b>            |
|--------------------------|-----------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <b>Mayor</b>             | <b>Torjusen</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>At Large</b>          | <b>Martin</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 1</b>            | <b>George</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 2</b>            | <b>Jackson</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 3</b>            | <b>Vaughan</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 4</b>            | <b>Anderson</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 5</b>            | <b>Colledge</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**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**

**CITY OF GAUTIER  
SPECIAL EXCEPTION PERMIT  
GPC CASE NO. 18-20SE  
2105 OLD SPANISH TRAIL – ON-SITE MOBILE DENTAL OFFICE  
REGARDING PARCEL ID NO: 82436055.107**

**WHEREAS**, an application for a Special Exception Permit for an on-site mobile dental office in a TCMU Town Center Mixed Use District was submitted Huntington Ingalls Incorporated; and

**WHEREAS**, the parcel subject to this Permit is located at 2105 Old Spanish Trail in Gautier, Mississippi; and

**WHEREAS**, after due public notice, Planning Commission, at its November 1, 2018 meeting, held a public hearing on this matter; and

**WHEREAS**, the Planning Commission considered testimony and exhibits presented by the applicant, the report of the City Staff and all relevant evidence, and recommended approval of such a permit; and

**WHEREAS**, the City Council has considered testimony and exhibits presented by the applicant, the report of the City Staff, and all relevant evidence, in addition to the favorable recommendation from Planning Commission; and

**WHEREAS**, the City Council hereby finds that the proposed Special Exception will be in harmony with the purpose and intent of the Unified Development Ordinance; and will not be injurious to the neighborhood or the general welfare; and

**WHEREAS**, the City Council hereby finds that the proposed Special Exception is consistent with the character of the immediate vicinity of the proposed use; and

**WHEREAS**, the City Council hereby finds that all relevant criteria in the Unified Development Ordinance have been met to approve a Special Exception Permit; and

**WHEREAS**, the City Council hereby finds that the proposed use, classified as an on-site mobile dental office, requires a Special Exception Permit in the TCMU Town Center Mixed Use Zoning District.

**IT IS THEREFORE ORDERED** that the City Council accepts the recommendation of the Planning Commission and approves the application submitted by Huntington Ingalls Incorporated on November 1, 2018 for a Special Exception

Permit.

**IT IS FURTHER ORDERED** that no specific conditions are required for the permit to be issued.

**IT IS FURTHER ORDERED** that the Planning Department shall have this permit on file and provide the applicant a copy of the permit.

**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:**

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

**BLANK** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 20, 2018.

## **CITY OF GAUTIER MEMORANDUM**

**To:** Paula Yancey, City Manager

**From:** Scott Ankerson, Planning Director

**Date:** November 20, 2018

**Subject:** Special Exception Permit for an on-site Mobile Dental Office at 2105 Old Spanish Trail PID# 82436055.107 located in a TCMU (Town Center Mixed Use) Zoning District. (GPC CASE # 18-20-SE)

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### **REQUEST:**

The Planning Department has received a request from Huntington Ingalls Incorporated for a Special Exception Permit that would allow an on-site Mobile Dental Office in a Town Center Mixed Use Zoning District at 2105 Old Spanish Trail PID# 82436055.107. The application fee of \$250.00 was paid on October 2, 2018. All public notice requirements have been met.

### **BACKGROUND:**

The request property is zoned TCMU, Town Center Mixed Use.

1. Location: 2105 Old Spanish Trail (See Exhibit A)
2. General features of the proposed project:  
An on-site 48 ft. Mobile Dental Trailer that is 8.5 ft. wide and 13 ft. tall
3. Potable Water and Wastewater Services: Existing from City
4. Current Zoning (See Exhibit B): TCMU Town Center Mixed Use.
5. Current Surrounding Zoning (See Exhibit B): C-2 Community Commercial, TC Town Center
6. Current Surrounding Existing Land Use (See Exhibit C): Town Center, and Community Commercial.
7. Comprehensive Plan Future Land Use Designation (See Exhibit D): Town Center

### **DISCUSSION:**

The following addresses the review criteria for a Special Exception outlined in Section 4.16.4 of the UDO.

1. Explain how a literal interpretation of the City of Gautier's Unified Development Ordinance would deprive the applicant of rights commonly enjoyed by others of the district in which the property is located, and would work unnecessary hardship upon the applicant?

*Applicant: Ingalls Shipbuilding, a division of Huntington Ingalls Industries ("HII"), is requesting a Special Exception to obtain proper permitting in order to facilitate the launch of a new addition to our Ingalls Family Health Center ("IFHC") located at 2105 Old Spanish Trail in Gautier, MS. Ingalls Shipbuilding will be providing a dental care service for Ingalls employees and their dependents as part of a company-wide initiative together with our sister company, Newport News Shipbuilding in Newport News, VA. The plan was created by our Corporate and division HR organizations as an incentive towards HII's goal of healthier and happier employees through preventative health and awareness. HII partnered with a company that provides dental care service, "Onsite Dental", and together developed and finalized this new plan. This dental care provider service will be operated out of a mobile unit that will be located behind the Ingalls Family Health Center (South side of the building). Due to the Zone the IFHC falls under (Town Center, or Town Center Mixed Use), mobile buildings are not permitted. Therefore HII cannot fully follow through with this plan due to the type of facility and the zone.*

2. Explain how the requested Special Exception will be in harmony with the purpose of the City of Gautier's Unified Development Ordinance and will not be injurious to the neighborhood or the general welfare?

*Applicant Response: The purpose and function of the Ingalls Family Health Center will not change by adding the new dental care service to the health center. It will add to the overall quality of the benefits provided to Ingalls Shipbuilding employees and their dependents and should not hinder the purpose and intent of the City of Gautier's Unified Development Ordinance.*

3. Explain how the special circumstances requiring the proposed Special Exception are not results of actions of the applicant.

*Applicant Response: HII's plan to offer dental care services to our employees and dependents was created at our corporate division of the company in Newport News, VA. At the time, zoning requirements at our health center in Gautier, MS were not at the forefront of discussions because the partnering with Onsite Dental had not happened yet, and the plan to utilize their mobile unit facility had not come into the picture yet. Though as current tenants of the then Gautier Medical*

*Clinic, now Ingalls Family Health Center, this facility has always been the best option available to us as a potential location to provide dental care alongside our well ness and health care benefits.*

**DETERMINATION OF APPLICABLE LAW:**

1. The UDO defines a Special Exception as a relaxation of the terms of the Unified Development Ordinance where such an exception 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 undue **hardship**. (See UDO Article II “Definitions” for the definition of “Hardship”). Special Exceptions are necessary when an applicant seeks to establish or expand a use not ordinarily permitted in a specific zoning district. “Special Exceptions” are not transferable from one (1) owner of land to another.
2. Special Exception requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).
3. Once an application for a Special Exception is submitted to the Planning Department, the procedures outlined in UDO Section 4.14.1 will be followed. At the appropriate time, The Planning Commission will conduct a public hearing to determine whether the applicant meets all relevant criteria, and make a recommendation to City Council pursuant to UDO Section 4.14.4. City Council, pursuant to UDO Section 4.14.4(C), will then consider the matter at its next regularly scheduled meeting and approve or deny the Special Exception.
4. A Special Exception is required for uses not ordinarily permitted in a specific zoning district. Special Exceptions are not permitted by right, and may only be granted when certain criteria are established. (4.16.4)
5. Special Exceptions do not run with the land, and may be revoked by the Planning Department if any of the following circumstances are discovered:
  - A. The property changes ownership
  - B. The property is being utilized in a manner not permitted under the zoning regulations or the special exception; or
  - C. The property ceases to be used for the purpose allowed in the Special Exception for a period of one hundred eighty (180) days during the existence of the Special Exception.

**RECOMMENDATIONS:**

Staff recommends that City Council establish a Finding of Fact regarding the “Criteria for Approval” from UDO section 4.16.4 A-C as listed above.

City Council may:

1. Approve the Special Exception;
2. Approve the Special Exception with changes; or
3. Deny the Special Exception.

**ATTACHMENTS:**

1. Draft Special Exception Permit
2. GPC Minutes Excerpt
3. GPC Staff Report with Back-up



### **Excerpt from November 1, 2018 Gautier Planning Commission Meeting:**

Huntington Ingalls Incorporated requests a SPECIAL EXCEPTION PERMIT for an On-site Mobile Dental Practice at 2105 Old Spanish Trail PID# 82436055.107 located in a TCMU (Town Center Mixed Use) Zoning District. (GPC CASE # 18-20-SE) **Ramona Morgan**, Planning Technician, gave a brief overview of the case.

#### **REQUEST:**

The Planning Department has received a request from Huntington Ingalls Incorporated for a Special Exception Permit that would allow an on-site Mobile Dental Office in a Town Center Mixed Use Zoning District at 2105 Old Spanish Trail PID# 82436055.107. The application fee of \$250.00 was paid on October 2, 2018. All public notice requirements have been met.

#### **BACKGROUND:**

The request property is zoned TCMU, Town Center Mixed Use.

1. Location: 2105 Old Spanish Trail (See Exhibit A)
2. General features of the proposed project:  
An on-site 48 ft. Mobile Dental Trailer that is 8.5 ft. wide and 13 ft. tall
3. Potable Water and Wastewater Services: Existing from City
4. Current Zoning (See Exhibit B): TCMU Town Center Mixed Use.
5. Current Surrounding Zoning (See Exhibit B): C-2 Community Commercial, TC Town Center
6. Current Surrounding Existing Land Use (See Exhibit C): Town Center, and Community Commercial.
7. Comprehensive Plan Future Land Use Designation (See Exhibit D): Town Center

#### **DISCUSSION:**

The following addresses the review criteria for a Special Exception outlined in Section 4.16.4 of the UDO.

1. Explain how a literal interpretation of the City of Gautier's Unified Development Ordinance would deprive the applicant of rights commonly enjoyed by others of the district in which the property is located, and would work unnecessary hardship upon the applicant?

*Applicant: Ingalls Shipbuilding, a division of Huntington Ingalls Industries ("HII"), is requesting a Special Exception to obtain proper permitting in order to facilitate the launch of a new addition to our Ingalls Family Health Center ("IFHC") located at 2105 Old Spanish Trail in Gautier, MS. Ingalls Shipbuilding will be providing a dental care service for Ingalls employees and their dependents as part of a company-wide initiative together with our sister company, Newport News Shipbuilding in Newport News, VA. The plan was created by our Corporate and division HR organizations as an incentive towards HII's goal of healthier and happier employees through preventative health and awareness. HII partnered with a company that provides dental care service, "Onsite Dental", and together developed and finalized this new plan. This dental care provider service will be operated out of a mobile unit that will be located behind the Ingalls Family Health Center (South side of the building). Due to the Zone the IFHC falls under (Town Center, or Town Center Mixed Use), mobile buildings are not permitted. Therefore HII cannot fully follow through with this plan due to the type of facility and the zone.*

2. Explain how the requested Special Exception will be in harmony with the purpose of the City of Gautier's Unified Development Ordinance and will not be injurious to the neighborhood or the general welfare?

*Applicant Response: The purpose and function of the Ingalls Family Health Center will not change by adding the new dental care service to the health center. It will add to the overall quality of the benefits provided to Ingalls Shipbuilding employees and their dependents and should not hinder the purpose and intent of the City of Gautier's Unified Development Ordinance.*

3. Explain how the special circumstances requiring the proposed Special Exception are not results of actions of the applicant.

*Applicant Response: HII's plan to offer dental care services to our employees and dependents was created at our corporate division of the company in Newport News, VA. At the time, zoning requirements at our health center in Gautier, MS were not at the forefront of discussions because the partnering with Onsite Dental had not happened yet, and the plan to utilize their mobile unit facility had not come into the picture yet. Though as current tenants of the then Gautier Medical Clinic, now Ingalls Family Health Center, this facility has always been the best option available to us as a potential location to provide dental care alongside our well ness and health care benefits.*

**DETERMINATION OF APPLICABLE LAW:**

1. The UDO defines a Special Exception as a relaxation of the terms of the Unified Development Ordinance where such an exception 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 undue hardship. Special Exceptions are necessary when an applicant seeks to establish or expand a use not ordinarily permitted in a specific zoning district. “Special Exceptions” are not transferable from one (1) owner of land to another.
2. Special Exception requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).
3. Once an application for a Special Exception is submitted to the Planning Department, the procedures outlined in UDO Section 4.14.1 will be followed. At the appropriate time, The Planning Commission will conduct a public hearing to determine whether the applicant meets all relevant criteria, and make a recommendation to City Council pursuant to UDO Section 4.14.4. City Council, pursuant to UDO Section 4.14.4(C), will then consider the matter at its next regularly scheduled meeting and approve or deny the Special Exception.
4. A Special Exception is required for uses not ordinarily permitted in a specific zoning district. Special Exceptions are not permitted by right, and may only be granted when certain criteria are established. (4.16.4)
5. Special Exceptions do not run with the land, and may be revoked by the Planning Department if any of the following circumstances are discovered:
  - A. The property changes ownership
  - B. The property is being utilized in a manner not permitted under the zoning regulations or the special exception; or
  - C. The property ceases to be used for the purpose allowed in the Special Exception for a period of one hundred eighty (180) days during the existence of the Special Exception.

#### **RECOMMENDATION AND CONCLUSION:**

Staff recommends that Planning Commission establish a Finding of Fact regarding the “Criteria for Approval” from UDO section 4.16.4 A-C as listed above.

The Planning Commission may:

1. Recommend that City Council approve the Special Exception;
2. Recommend that City Council approve the Special Exception with changes; or

3. Recommend that City Council deny the Special Exception.

**ACTION TAKEN:**

**Commissioner Lee** made the motion to recommend City Council approve the Special Exception with no Conditions. **Commissioner Green** seconded the motion and the following vote was recorded:

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

**NAYS:**

**Motion passed.**

**Gautier Planning Commission**

**Regular Meeting Agenda**

**November 1, 2018**

**GPC #18-20-SE**

**2105 Old Spanish Trail**

**Mobile On-Site Dental Office**

**VII. NEW BUSINESS**

1. Huntington Ingalls Incorporated requests a SPECIAL EXCEPTION PERMIT for an On-site Mobile Dental Practice at 2105 Old Spanish Trail PID# 82436055.107 located in a TCMU (Town Center Mixed Use) Zoning District. (GPC CASE # 18-20-SE)

## **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:** November 1, 2018

**Subject:** Special Exception Permit for an on-site Mobile Dental Office at 2105 Old Spanish Trail PID# 82436055.107 located in a TCMU (Town Center Mixed Use) Zoning District. (GPC CASE # 18-20-SE)

---

### **REQUEST:**

The Planning Department has received a request from Huntington Ingalls Incorporated for a Special Exception Permit that would allow an on-site Mobile Dental Office in a Town Center Mixed Use Zoning District at 2105 Old Spanish Trail PID# 82436055.107. The application fee of \$250.00 was paid on October 2, 2018. All public notice requirements have been met.

### **BACKGROUND:**

The request property is zoned TCMU, Town Center Mixed Use.

1. Location: 2105 Old Spanish Trail (See Exhibit A)
2. General features of the proposed project:  
An on-site 48 ft. Mobile Dental Trailer that is 8.5 ft. wide and 13 ft. tall
3. Potable Water and Wastewater Services: Existing from City
4. Current Zoning (See Exhibit B): TCMU Town Center Mixed Use.
5. Current Surrounding Zoning (See Exhibit B): C-2 Community Commercial, TC Town Center
6. Current Surrounding Existing Land Use (See Exhibit C): Town Center, and Community Commercial.
7. Comprehensive Plan Future Land Use Designation (See Exhibit D): Town Center

### **DISCUSSION:**



The following addresses the review criteria for a Special Exception outlined in Section 4.16.4 of the UDO.

1. Explain how a literal interpretation of the City of Gautier's Unified Development Ordinance would deprive the applicant of rights commonly enjoyed by others of the district in which the property is located, and would work unnecessary hardship upon the applicant?

*Applicant: Ingalls Shipbuilding, a division of Huntington Ingalls Industries ("HII"), is requesting a Special Exception to obtain proper permitting in order to facilitate the launch of a new addition to our Ingalls Family Health Center ("IFHC") located at 2105 Old Spanish Trail in Gautier, MS. Ingalls Shipbuilding will be providing a dental care service for Ingalls employees and their dependents as part of a company-wide initiative together with our sister company, Newport News Shipbuilding in Newport News, VA. The plan was created by our Corporate and division HR organizations as an incentive towards HII's goal of healthier and happier employees through preventative health and awareness. HII partnered with a company that provides dental care service, "Onsite Dental", and together developed and finalized this new plan. This dental care provider service will be operated out of a mobile unit that will be located behind the Ingalls Family Health Center (South side of the building). Due to the Zone the IFHC falls under (Town Center, or Town Center Mixed Use), mobile buildings are not permitted. Therefore HII cannot fully follow through with this plan due to the type of facility and the zone.*

2. Explain how the requested Special Exception will be in harmony with the purpose of the City of Gautier's Unified Development Ordinance and will not be injurious to the neighborhood or the general welfare?

*Applicant Response: The purpose and function of the Ingalls Family Health Center will not change by adding the new dental care service to the health center. It will add to the overall quality of the benefits provided to Ingalls Shipbuilding employees and their dependents and should not hinder the purpose and intent of the City of Gautier's Unified Development Ordinance.*

3. Explain how the special circumstances requiring the proposed Special Exception are not results of actions of the applicant.

*Applicant Response: Hill's plan to offer dental care services to our employees and dependents was created at our corporate division of the company in Newport News, VA. At the time, zoning requirements at our health center in Gautier, MS were not at the forefront of discussions because the partnering with Onsite Dental had not happened yet, and the plan to utilize their mobile unit facility had not come into the picture yet. Though as current tenants of the then Gautier Medical Clinic, now Ingalls Family Health Center, this facility has always been the best option available to us as a potential location to provide dental care alongside our well ness and health care benefits.*

#### **DETERMINATION OF APPLICABLE LAW:**

1. The UDO defines a Special Exception as a relaxation of the terms of the Unified Development Ordinance where such an exception 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 undue hardship. Special Exceptions are necessary when an applicant seeks to establish or expand a use not ordinarily permitted in a specific zoning district. "Special Exceptions" are not transferable from one (1) owner of land to another.
2. Special Exception requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).
3. Once an application for a Special Exception is submitted to the Planning Department, the procedures outlined in UDO Section 4.14.1 will be followed. At the appropriate time, The Planning Commission will conduct a public hearing to determine whether the applicant meets all relevant criteria, and make a recommendation to City Council pursuant to UDO Section 4.14.4. City Council, pursuant to UDO Section 4.14.4(C), will then consider the matter at its next regularly scheduled meeting and approve or deny the Special Exception.
4. A Special Exception is required for uses not ordinarily permitted in a specific zoning district. Special Exceptions are not permitted by right, and may only be granted when certain criteria are established. (4.16.4)
5. Special Exceptions do not run with the land, and may be revoked by the Planning Department if any of the following circumstances are discovered:
  - A. The property changes ownership
  - B. The property is being utilized in a manner not permitted under the zoning

regulations or the special exception; or

- C. The property ceases to be used for the purpose allowed in the Special Exception for a period of one hundred eighty (180) days during the existence of the Special Exception.

### **RECOMMENDATION & CONCLUSION:**

Staff recommends that Planning Commission establish a Finding of Fact regarding the “Criteria for Approval” from UDO section 4.16.4 A-C as listed above.

The Planning Commission may:

1. Recommend that City Council approve the Special Exception;
2. Recommend that City Council approve the Special Exception with changes; or
3. Recommend that City Council deny the Special Exception.

### **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

PLANNING DEPARTMENT  
GAUTIER, MISSISSIPPI

SPECIAL EXCEPTION HEARING APPLICATION

Hearing Number

18-20-SE

TYPE OF REQUEST:

Special Exception

FEE:

\$250.00

**Special Exception**— These uses are not allowed by right, and **require** a recommendation by the Planning Commission and approval of the City Council.

Name of Applicant: Huntington Ingalls Incorporated, Ingalls Shipbuilding division

Name of Business: Huntington Ingalls Incorporated, Ingalls Shipbuilding division (for Ingalls Family Health Center)

Address: Mailstop 1012-06, P.O. Box 149, Pascagoula, MS 39568-0149

Mailing Address (if different): \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone: (228) 935-1122 Cell Phone: \_\_\_\_\_

Reason for request, location and intended use of Property: Ingalls Shipbuilding ("HII") will be offering a dental service as part of its benefits plan provided to HII employees and their family members. The dental service will be through a company called "onsite dental" and the service will be located in a mobile unit that will be located behind the Ingalls Family Health Center in Gautier, MS. (South side of building). It can be removed and relocated at any time.

ATTACHMENTS REQUIRED AS APPLICABLE:

- ☒ 1. Diagram of intended use, showing dimensions and distances of property, building with setbacks, parking spaces, entrances and exits.
- ☒ 2. Legal descriptions and street address.
- ☒ 3. A detailed project narrative that also addresses the questions on the "Criteria for Approval" page of this application.
- ☒ 4. Copy of protective covenants or deed restrictions, if any.
- ☒ 5. 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.
- ☒ 6. Any other information requested by the Planning Director and/or members of the Technical Review Committee.
- ☒ 7. Owner's Consent form, if anyone other than 100% sole owner makes application (see attached).

Signature of Applicant: \_\_\_\_\_

FOR OFFICE USE ONLY

Date Received 9/18/18 Verify as Complete RM

Fee Amount Received \_\_\_\_\_

Initials of Employee Receiving Application RM

Date of Application: September 4, 2018

I, Singing River Health System, the fee simple owner of the following described property (give legal description):

Description: a tract of land situated in Section 36, Township 7 South, Range 7 West, Gautier, Jackson County, Mississippi and more particularly described as follows: Commencing at the Southwest corner of Section 36; thence North 0 degrees 02 minutes East 1378.00 feet to the North right-of-way of Old Spanish Trail; thence North 89 degrees 36 minutes east along the North right-of-way of Old Spanish Trail 920.02 feet; thence South 89 degrees 28 minutes 36 seconds East along the North right-of-way of Old Spanish Trail 145.14 feet to the point of beginning; thence North 19 degrees 46.126 feet; thence South 89 degrees 54 minutes East 121.00 feet; thence South 0 degrees 06 minutes West 41.30 feet; thence South 89 degrees 54 minutes East 76.48 feet; thence South 0 degrees 06 minutes west 397.51 feet to the North right-of-way of Old Spanish Trail; thence North 89 degrees 28 minutes 36 seconds West along the North right-of-way of Old Spanish Trail 346.90 feet, being the same property as described in Deed Book 1227, Page 389.

This property is located in Flood Zone AE 15 and Zone X according to Flood Insurance Rate Map #28059C 0319 G, Revised March 16, 2009.

hereby petition to the City of Gautier to Grant a Special Exception of utilizing  
mobile dental trailer in Gautier, MS (2105 Old Spanish Trail)

and affirm that Huntington Ingalls Incorporated is hereby designated to act as agent on my behalf to accomplish the above.

I certify that I have examined the application and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand this application; attachments and fees become part of the official records of the City of Gautier, MS, and are not returnable.

(Owner's Signature) Lee Bond, CEO, Singing River Health System

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of September, 20 18 by Lee Bond, who is personally known to me or has produced

as identification and who did take an oath.

Caroline C. Boykin  
(Printed Name of Notary Public)

Caroline C. Boykin  
(Signature of Notary Public)

Commission # 22847. My commission expires 1/30/2021.



## **SPECIAL EXCEPTION**

### **Criteria for Approval Special Exception**

- A. Explain how a literal interpretation of the City of Gautier's Unified Development Ordinance would deprive the applicant of rights commonly enjoyed by others of the district in which the property is located, and would work unnecessary hardship upon the applicant?
- B. Explain how the requested Special Exception will be in harmony with the purpose and intent of the City of Gautier's Unified Development Ordinance and will not be injurious to the neighborhood or the general welfare?
- C. Explain how the special circumstances requiring the proposed Special Exception are not results of actions of the applicant?

**PROJECT NARRATIVE INCLUDED IN ATTACHMENT DOCUMENTS**



**EXCERPT FROM GAUTIER'S UNIFIED DEVELOPMENT ORDINANCE  
CONCERNING SPECIAL EXCEPTIONS**

**SECTION 4.16: Special Exception**

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

**4.16.1 Application for Special Exception**

Applications for a Special Exception may be filed on the appropriate application available from the Planning Department and shall include all requested information, attachments, and submittals.

**4.16.2 Procedure**

Once an application for a Special Exception is submitted to the Planning Department, the procedures outlined in UDO Section 4.14.1 will be followed. At the appropriate time, The Planning Commission will conduct a public hearing to determine whether the applicant meets all relevant criteria outlined below, and make a recommendation to City Council pursuant to UDO Section 4.14.4 (A and B). City Council, pursuant to UDO Section 4.14.4(C), will then consider the matter at its next regularly scheduled meeting and approve or deny the Special Exception.

**4.16.3 Notice of Public Hearing**

Notice of the public hearing for the Special Exception shall be made in a newspaper of regular and general circulation in the city at least fifteen (15) days prior to the public hearing, and a notice shall be posted at City Hall and the effected property for the benefit of the public. Additionally, all adjoining property owners shall be notified by first class mail in accordance with UDO Section 4.14.3.

**4.16.4 Criteria for Approval**

A Special Exception is required for uses not ordinarily permitted in a specific zoning district. Special Exceptions are not permitted by right, and may only be granted when the following criteria are established:

- A. That a literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by others of the district in which the property is located, and that interpretation of this ordinance would work unnecessary hardship upon the applicant;
- B. That the requested Special Exception will be in harmony with the purpose and intent of this ordinance and will not be injurious to the neighborhood or the general welfare; and
- C. That the special circumstances are not the result of actions of the applicant.

**4.16.5 Limitations and Restrictions**

Special Exceptions do not run with the land, and may be revoked by the Planning Department if any of the following circumstances are discovered:

- A. The property changes ownership;
- B. The property is being utilized in a manner not permitted under the zoning regulations or the special exception; or
- C. The property ceases to be used for the purpose allowed in the Special Exception for a period of one hundred eighty (180) consecutive days during the existence of the Special Exception.

## **SPECIAL EXCEPTION APPLICATION ATTACHMENTS**

Ingalls Shipbuilding division,  
Huntington Ingalls Industries, Inc.  
1000 Jerry St. Pe' Highway  
Pascagoula, MS 39568

City of Gautier Planning Department  
3305 Gautier Vancleave Rd  
Gautier, MS 39553  
(228) 497-1878 or (228) 497-8026

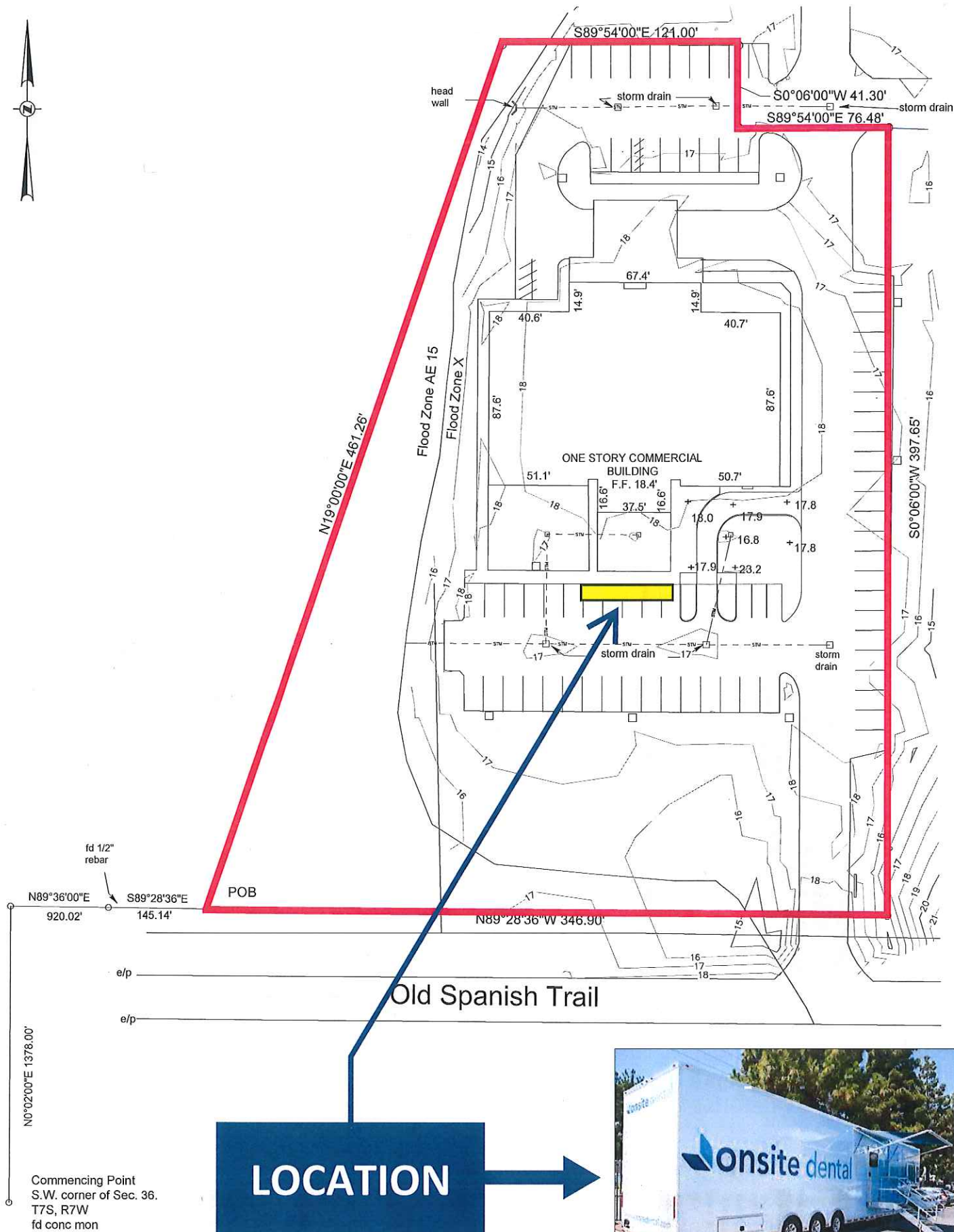
**INGALLS FAMILY HEALTH CENTER**  
2105 OLD SPANISH TRAIL  
GAUTIER, MS 39553











**LOCATION**

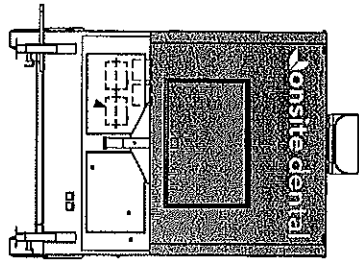




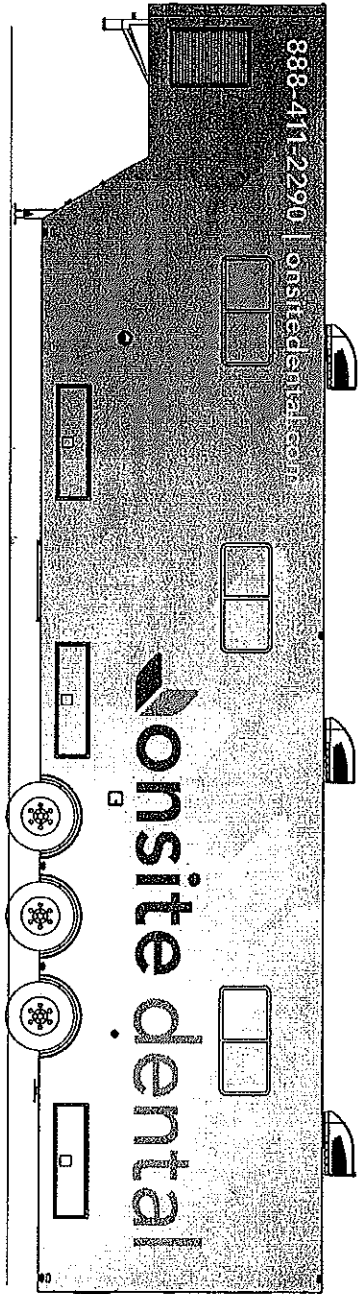
Mobile

## MOBILE

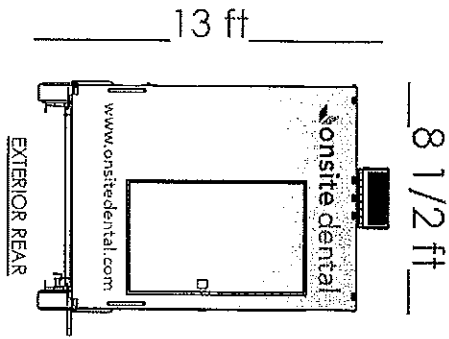
A state-of-the art mobile dental practice that travels to your location. Mobile practices are a simple way to embed medical facilities into a corporate campus.



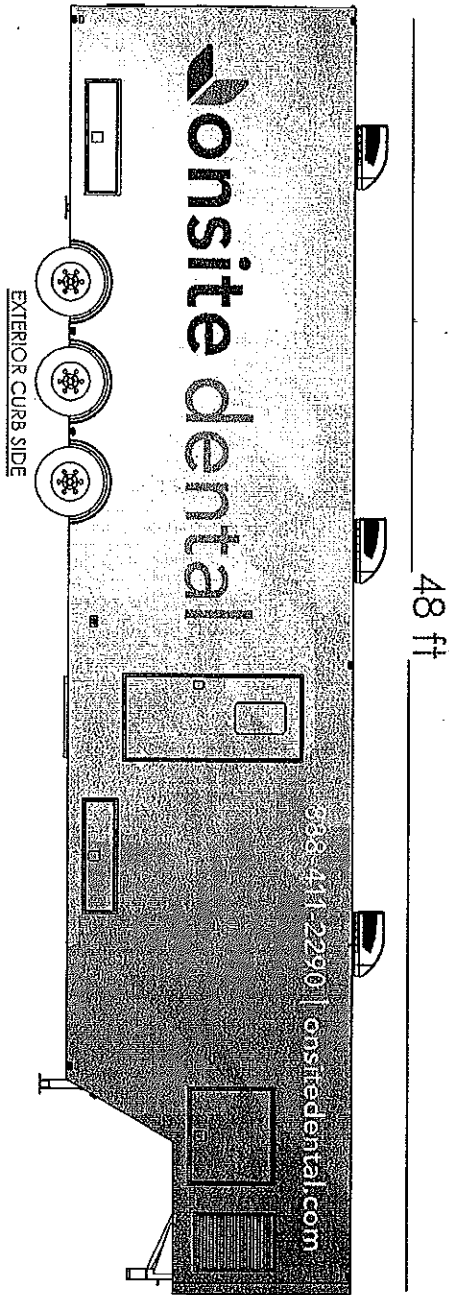
EXTERIOR FRONT



EXTERIOR ROAD SIDE



EXTERIOR REAR



EXTERIOR CURB SIDE

# LEGAL DESCRIPTION OF PROPERTY

INGALLS FAMILY HEALTH CENTER

2105 OLD SPANISH TRAIL

GAUTIER, MS 39553

DESCRIPTION: A TRACT OF LAND SITUATED IN SECTION 36, TOWNSHIP 7 SOUTH, RANGE 7 WEST, GAUTIER, JACKSON COUNTY, MISSISSIPPI AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SECTION 36; THENCE NORTH 0 DEGREES 02 MINUTES EAST 1378.00 FEET TO THE NORTH RIGHT-OF-WAY OF OLD SPANISH TRACT; THENCE NORTH 89 DEGREES 36 MINUTES EAST ALONG THE NORTH RIGHT-OF-WAY OF OLD SPANISH TRAIL 920.02 FEET; THENCE SOUTH 89 DEGREES 28 MINUTES 36 SECONDS EAST ALONG THE NORTH RIGHT-OF-WAY OF OLD SPANISH TRAIL 145.14 FEET TO THE POINT OF BEGINNING; THENCE NORTH 19 DEGREES 46.26 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES EAST 121.00 FEET; THENCE SOUTH 0 DEGREES 06 MINUTES WEST 41.30 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES EAST 76.48 FEET; THENCE SOUTH 0 DEGREES 06 MINUTES WEST 397.51 FEET TO THE NORTH RIGHT-OF-WAY OF OLD SPANISH TRAIL; THENCE NORTH 89 DEGREES 28 MINUTES 36 SECONDS WEST ALONG THE NORTH RIGHT-OF-WAY OF OLD SPANISH TRAIL 346.90 FEET, BEING THE SAME PROPERTY AS DESCRIBED IN DEED BOOK 1227, PAGE 389.

THIS PROPERTY IS LOCATED IN FLOOD ZONE AE 15 AND ZONE X ACCORDING TO FLOOD INSURANCE RATE MAP #28059C 0319 G, REVISED MARCH 16, 2009.

# PROJECT NARRATIVE

ONSITE DENTAL UNIT – INGALLS FAMILY HEALTH CENTER  
2105 OLD SPANISH TRAIL – GAUTIER, MS 39553

- A. *Explain how a literal interpretation of the City of Gautier’s Unified Development Ordinance would deprive the applicant of rights commonly enjoyed by others of the district in which the property is located, and would work unnecessary hardship upon the applicant?*

Ingalls Shipbuilding, a division of Huntington Ingalls Industries (“HII”), is requesting a Special Exception to obtain proper permitting in order to facilitate the launch of a new addition to our Ingalls Family Health Center (“IFHC”) located at 2105 Old Spanish Trail in Gautier, MS. Ingalls Shipbuilding will be providing a dental care service for Ingalls employees and their dependents as part of a company-wide initiative together with our sister company, Newport News Shipbuilding in Newport News, VA. The plan was created by our Corporate and division HR organizations as an incentive towards HII’s goal of healthier and happier employees through preventative health and awareness. HII partnered with a company that provides dental care service, “Onsite Dental”, and together developed and finalized this new plan. This dental care provider service will be operated out of a mobile unit that will be located behind the Ingalls Family Health Center (South side of the building). Due to the Zone the IFHC falls under (*Town Center, or Town Center Mixed Use*), mobile buildings are not permitted. Therefore HII cannot fully follow through with this plan due to the type of facility and the zone.

- B. *Explain how the requested Special Exception will be in harmony with the purpose and intent of the City of Gautier’s Unified Development Ordinance and will not be injurious to the neighborhood or the general welfare?*

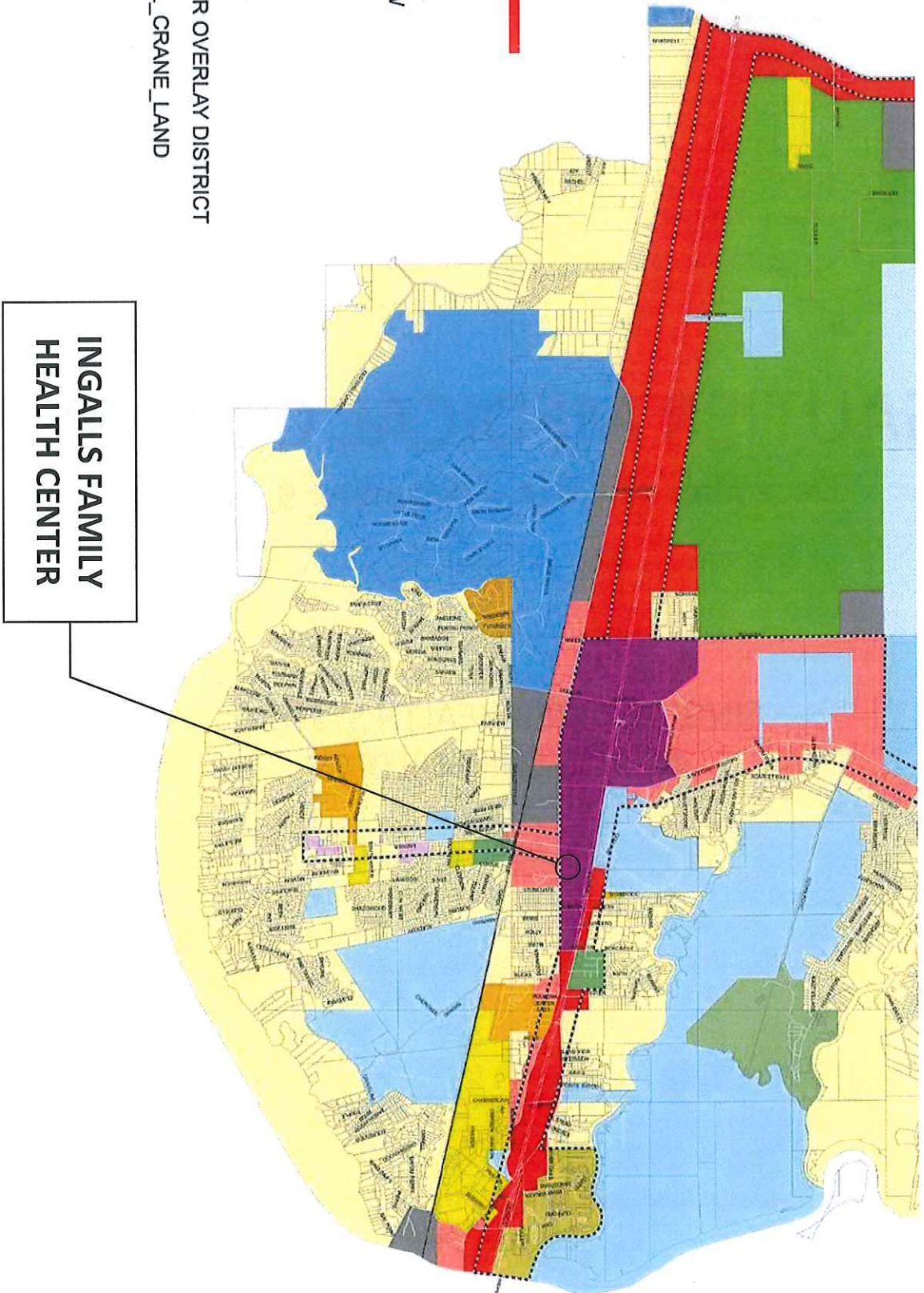
The purpose and function of the Ingalls Family Health Center will not change by adding the new dental care service to the health center. It will add to the overall quality of the benefits provided to Ingalls Shipbuilding employees and their dependents and should not hinder the purpose and intent of the City of Gautier’s Unified Development Ordinance.

- C. *Explain how the special circumstances requiring the proposed Special Exception are not results of actions of the applicant?*

HII’s plan to offer dental care services to our employees and dependents was created at our Corporate division of the company in Newport News, VA. At the time, zoning requirements at our health center in Gautier, MS were not at the forefront of discussions because the partnering with Onsite Dental had not happened yet, and the plan to utilize their mobile unit facility had not come into the picture yet. Though as current tenants of the then Gautier Medical Clinic, now Ingalls Family Health Center, this facility has always been the best option available to us as a potential location to provide dental care alongside our wellness and health care benefits.



- Legend**
- AG
  - RE
  - PL
  - PUD
  - R-1
  - R-2
  - R-3
  - MUMS
  - TC
  - MURC-1
  - MURC-2
  - MURC-MW
  - C-1
  - C-2
  - C-3
  - I-2
  - CORRIDOR OVERLAY DISTRICT
  - SANDHILL\_CRANE\_LAND





# **LEASE AGREEMENT**

## **GAUTIER MEDICAL CENTER**

December 10, 2014 – December 9, 2017

**SINGING RIVER HEALTH SYSTEM  
INGALLS SHIPBUILDING**

## **LEASE**

**THIS LEASE**, made this 10th day of December 2014, by and between the SINGING RIVER HEALTH SYSTEM, having an address of 2101 Highway 90 Gautier, MS 39553, (hereinafter collectively called "Lessor"), and HUNTINGTON INGALLS INCORPORATED, having an address of 1000 Access Road, Pascagoula, MS 39568 (hereinafter called "Lessee"), with the approval of the Jackson County Board of Supervisors.

### **ARTICLE I PREMISES**

Lessor hereby Leases to Lessee, and Lessee hereby Leases from Lessor the building and parcel of land that was formerly the Singing River Health System Gautier Medical Clinic in Gautier, MS, more particularly described in EXHIBIT A and as generally depicted in EXHIBIT B attached hereto and made a part of this Lease, containing one single-story building of approximately 14,485 square feet (the "Building") and approximately 2.48 acres of parking, open space (a small portion being wetlands), all appurtenances rights with respect to access, water, electric power, roads and utilities (hereinafter called "Premises"). The address of the Premises is 2105 Old Spanish Trail, Gautier, MS 39553. This Lease is executed pursuant to the authority of Miss. CODE ANN. § 59-9-21 (1972, as amended). Unless otherwise expressly stated herein, this Lease shall be for the benefit of the signatories and not any third parties. The Premises shall not include common utilities and streets which shall remain open to Lessor, Lessee, other Lessees and invitees and permittees of Lessor.

In exercising control and possession of Premises under this Lease, Lessee agrees that it will not interfere with use and access of land and facilities not included in Premises by Lessor and other Lessees. If Lessee and Lessor agree to Lease additional property, the description of the

Premises, as used throughout this Lease, will be amended accordingly.

## **ARTICLE II**

### **DURATION**

This Lease shall begin on the date first written above, and the term of this Lease shall be for three (3) years. Lessee is hereby granted the right and option to renew the Lease for two (2) additional three (3) year periods. If Lessee exercises the option to extend the Lease, the base rent for the renewal terms shall increase or decrease by a percentage agreed upon by both parties and within the guidelines of a fair market analysis recognizing Lessee's initial investment in the renovation of the Premises, and in no circumstances shall the rent increase more than three percent (3%) per Lease period. All other terms and conditions will remain the same, except as agreed to in writing. Lessee shall exercise this option to extend by written notice to the Lessor no less than ninety (90) days prior to the expiration of the Lease. Upon exercise of the option, the Parties will immediately commence negotiation of the new rental rates which shall be concluded prior to the expiration of the Lease. Should the parties fail to successfully renegotiate new rental rates and decide not to extend the Lease, the parties shall set a mutually acceptable time period to allow Lessee to transition off the Premises. Rental rates for this holdover period shall be the same as the initial Lease term.

At the time Lessee transitions off the Premises, Lessee shall quit and surrender the Premises in substantially the same condition as delivered to Lessee, reasonable wear and tear excepted. In the event that Lessee has made an alteration, change, replacement, improvement or addition to the Premises with the consent of Lessor as provided in Article XI, Lessee shall have no obligation to restore or repair the Premises to its condition prior to the alteration, change, replacement, or improvement, unless the Lessor has based its approval of an alteration, change,

replacement or improvement upon a condition of removal. Lessee shall fully comply with Article XI by providing a copy of all updates of plans, specifications, service and operational manuals for all changes and/or alterations to buildings and equipment to Lessor for its use.

**ARTICLE III**  
**OPTION FOR EARLY TERMINATION**

Lessee may elect to terminate this Lease upon one hundred and eighty (180) days written notice without incurring any liability for any obligation thereunder other than amounts due and payable by Lessee as addressed in Article IV.

**ARTICLE IV**  
**RENT**

Lessee shall pay rent on a monthly basis in advance to the Lessor at the address stated above, starting on or before December 10, 2014, without demand and without any off-set, in the monthly amount of \$15,692.08 for said Premises ("Rent"). If any rent payment or other sum required to be paid under this Lease is not made within thirty (30) days of the due date, Lessee shall be assessed and pay a penalty of twelve percent (12%) per annum on any such sum from the date due until paid. No payment by Lessee or receipt by Lessor of a lesser amount than the monthly installments of Rent stipulated in this Lease will be deemed to be other than on account of the earliest stipulated Rent nor will any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Lessor may accept a check for payment without prejudice to Lessor's right to recover the balance of the Rent or to pursue any other remedy provided in this Lease.

No security deposit shall be required in connection with this Lease.

**ARTICLE V**  
**RIGHT OF FIRST REFUSAL**

During the term of the Lease, before Lessor may sell the Premises to a third party, Lessor shall first offer the Premises to Lessee on the same terms and conditions as are offered by the third party. Lessee shall have 60 days during which to accept said offer. If Lessee does not accept said offer within said period, Lessor shall be free to accept the third-party offer. If Lessor does not enter into an agreement with the third party on said terms and conditions and close the transaction within 90 days, Lessor's right to sell the Premises to the third party shall expire and the procedure described in this Article shall again be applicable.

**ARTICLE VI**  
**USE OF PREMISES**

Subject to Miss. CODE ANN. § 59-9-21 (1972, as amended), the Premises may be used for any lawful purposes hereinafter set forth, and all uses by Lessee shall meet all applicable local, state and federal laws, regulation and requirements. Lessor represents that the Premises may be used in support of the operation of Lessee's medical clinic, Lessee's shipbuilding and engineering businesses, and for purposes incidental thereto (including activities incident to Lessee's ship construction and engineering operations and activities for Lessee's employees). Lessor further represents that Lessee's intended use of the Premises, as presently defined, does not conflict with any existing or proposed legal requirement, including any condition of any environmental permit. In the event Lessee is prohibited without fault on its part at any time during the term hereof from using the Premises for such purposes by any law, ordinance or

regulation, Lessee may terminate this Lease, whereupon Lessee shall have no further obligations under this Lease except those which accrued prior to the termination date.

Lessee will not use or occupy the Premises in violation of law or of the Certificate of Use or Occupancy issued for the Building of which the Premises are a part, and will immediately discontinue any use of the Premises which is declared by either any governmental authority having jurisdiction or the Lessor to be a violation of any law, code, regulation or a violation of said Certificate of Use or Occupancy. Lessee will comply with any direction of any governmental authority having jurisdiction that will, by reason of the nature of Lessee's use or occupancy of the Premises, impose any duty upon Lessee or Lessor with respect to the Premises or with respect to the use or occupation thereof.

Lessee will not do nor permit to be done anything that will invalidate or increase the cost of any fire and extended coverage insurance policy covering the Building and/or property located therein, and will comply with all rules, orders, regulations and requirements of the appropriate Fire Rating Bureau or any other organization performing a similar function. Lessee will promptly upon demand reimburse Lessor for any additional premium charged for such policy by reason of Lessee's failure to comply with the provisions of this paragraph. Lessee will not maintain or permit any nuisance or commit or suffer to be committed any waste in, on or about the Premises.

#### **ARTICLE VII** **INSURANCE**

Lessee shall include the Premises within the coverage of the Lessee's commercial policy for general liability in a sum of not less than a combined single limit for personal injury and



property damage of Five Million Dollars (\$5,000,000); and shall name Lessor as an additional insured and furnish Lessor a copy of a current certificate of insurance and notify Lessor immediately upon learning of an intent not to renew or to cancel such insurance.

Lessee shall have no liability for loss or damage including that resulting from collapse of structures, war, riot, flood, windstorm, fire, or acts of God or natural disasters, not caused by Lessee's omission or negligence.

Lessor shall, at its expense, maintain property insurance in an amount sufficient to fully cover the full replacement cost of the Premises.

#### **ARTICLE VIII** **SERVICES AND OPERATION OF PREMISES**

Lessee shall be solely responsible for arranging and providing for all services to the Premises which Lessee requires in connection with its use and occupancy of the Premises, at its sole cost and expense. Except as otherwise set forth in this Lease, this is a triple net lease. Lessee shall pay all costs and expenses incurred in connection with the operation, maintenance, management, repair, replacement, use, occupancy and enjoyment of the Premises after the Lease Commencement Date.

#### **ARTICLE IX** **CARE OF PREMISES**

**a) LESSEE'S OBLIGATIONS:**

Lessee shall not burn any trash or garbage in or about the Premises or anywhere else within the confines of said Premises. Lessee shall not obstruct the sidewalks or areaways adjacent to the Premises. Lessee shall, at all times, keep the Premises in a clean and sanitary

condition in accordance with the laws, directions, rules and regulations of the governmental agencies having jurisdiction, at the sole cost and expense of Lessee; and in all respects Lessee shall comply with all requirements of law applicable to the Premises. If security personnel are provided by Lessee, they will work cooperatively with security personnel provided by Lessor, in, or and about the Premises.

Lessee assumes responsibility for all maintenance and repairs at its own expense during the entire term of the Lease, not including Lessor's obligations. Lessee's maintenance obligations shall also include waste disposal and janitorial services for the Building, and interior pest control.

**b) LESSOR'S OBLIGATIONS:**

Lessor agrees that at all times it will maintain and keep in good working order the structural portions of the Building, including the roof, foundation floor/ceiling slabs, exterior walls, except the interior surfaces, load bearing interior walls, except the surfaces, curtain wall, mullions, columns, beams, shafts, stairs, parking areas, pavement, sidewalks, curbs, entrances, as well as any utility lines located outside the building structure including, but not limited to, sewer, water, electric, and gas; provided, however, if Lessor is required to make repairs to any of the foregoing by reason of the negligent act of Lessee, Lessee agrees to pay Lessor within thirty (30) days of Lessee's receipt of a statement in sufficient detail the reasonable and actual cost for making such repairs, as additional rent.

Lessor shall be responsible for the maintenance and operational costs of all exterior lighting around the Premises except for those areas that are metered through the Premises.

Lessor promptly shall commence and diligently complete all repairs required to be made pursuant to this Section as soon as possible. In the event that Lessee believes that Lessor is in

default for failure to commence and diligently complete repairs required pursuant to this Section, Lessee shall give Lessor written notice by U.S. Mail, facsimile transmission or by overnight delivery. Thereafter, Lessor shall have ten (10) days in which to commence efforts to cure the default. If Lessor does not commence such efforts to cure such default within said ten (10) day period and thereafter pursue the cure of such default to completion using commercially reasonable efforts, Lessee shall, upon written notice to Lessor, be permitted to terminate the lease or proceed with the repairs. If Lessee elects to proceed with the repairs, Lessor shall accept a reduction in rent equal to the amount expended by Lessee to perform the repairs.

#### **ARTICLE X** **ACCESS TO PREMISES**

Lessor reserves the right to enter within the Premises at all reasonable hours, with advance notice and in compliance with Lessee's security regulations as follows, for the purpose of inspecting the same, or of making repairs, additions or alterations to the buildings, to exhibit the Premises to prospective Lessees (during the last twelve months of the Lease or extension term only), or others, to display without hindrance or molestation by Lessee "For Rent" or similar signs in the Premises in areas reasonably agreed to by Lessee. The exercise by Lessor of any of its rights under this Article shall not be deemed an eviction or disturbance of Lessee's use and possession of the Premises. Notwithstanding the above, Lessor shall not unreasonably interfere with Lessee's right to conduct business in the Premises or its right to quiet possession of the Premises.

Notwithstanding the above, Lessor acknowledges that Lessee is engaged in activities relating to the national defense of the United States requiring compliance with applicable United

States Government security requirements and regulations. Accordingly, Lessor shall not exercise any right herein set forth to enter the Buildings (except in the event of fire or other emergency) without prior notice to Lessee, which notice may be verbal or written. Any such entry shall be made only following prior notice to Lessee and in accordance with such arrangements, as Lessee shall reasonably establish by notice to and in cooperation with Lessor. Lessor agrees to cooperate with Lessee, at Lessee's cooperation, in taking all such measures as may be necessary or appropriate to limit access to the Premises or otherwise to comply with applicable U. S. Government security standards and regulations. However, Lessor shall not be responsible for any costs or expenses associated with such security requirements and regulations of the United States Government or of the Lessee.

#### **ARTICLE XI** **ALTERATIONS**

Lessee, at its own expense and with the hereby acknowledged consent of the Lessor, intends to renovate the Premises for the purpose of establishing a medical clinic for the Lessee. Upon complete the renovation, the Lessee shall not make further alterations, additions or improvements that materially change the Premises without the prior consent of the Lessor which shall not be unreasonably withheld, conditioned or delayed. All alterations, additions or improvements made by either of the parties hereto upon the Premises, except healthcare equipment, movable equipment and trade fixtures installed at Lessee's expense, shall become the property of Lessor and shall remain upon and be surrendered with the Premises at the termination or expiration of this Lease, except as provided in Article II above. Lessee shall provide a copy of all updates of plans, specifications, service and operational manuals for all changes and/or alterations to buildings and equipment to Lessor for its use.

Lessee shall have the right to remove the trees and vegetation located along the west-northwest side of the Premises and also on the west-northwest side of Lessor's adjacent property. Lessee will give prior notification to Lessor of its plans to remove the trees and vegetation described above. The scope of work to remove this group of trees and vegetation shall be completed in compliance with any applicable environmental laws, rules and regulations. Lessee shall comply with any applicable requirements of Governmental Authorities, including the Core of Engineers and the City of Gautier, and shall obtain any necessary permits at Lessee's expense for such purposes.

#### **ARTICLE XII** **DAMAGE**

If the Premises are damaged by fire or other casualty or subject to condemnation proceedings so that Lessee is deprived of the use or occupancy thereof of twenty-five (25%) percent or more of any particular leased building, the parties shall negotiate in good faith to amend this agreement to reflect the actual reduction in usage up to and including termination of the lease; provided, however, that if such damage occurs at a time when there is one (1) year or less remaining in the then current term of this Lease, Lessee shall have the right to terminate this Lease at any time following the occurrence of the event giving rise to such damage. If the Premises are so damaged so that Lessee is deprived of the use or occupancy thereof of less than twenty-five percent (25%) of any particular leased building, Lessor shall promptly commence the necessary repairs to make the Premises tenantable by Lessee and diligently pursue such to its completion, provided, however, Lessor shall not be obligated to expend on such repairs any amount in excess of that actually received by Lessor from insurance coverage. Notwithstanding

anything contained herein to the contrary, from and after the occurrence of any damage with respect to the Premises until such time as the Premises has been fully restored, the Rent required in accordance with Article IV hereof shall abate based on the portion of the building that is so damaged.

If any such casualty stated in this Article XII occurs, Lessor will not be liable to Lessee for inconvenience, annoyance, loss of profits, expenses, or any other type of injury or damage resulting from the repair of any such damage, or from any repair, modification, arranging, or rearranging of any portion of the Premises or any part of all of the Building or from termination of this Lease as provided in this Article.

Anything in this Article XII to the contrary notwithstanding, for purposes of this Article XII, Lessor will not be obligated to commence any repair or restoration until insurance proceeds are actually received by Lessor, and Lessor's restoration obligations will be limited to the extent of the insurance proceeds actually received by Lessor therefore (plus the amount of any deductible or co-insurance payments applicable to such insurance) which have not been required by the holder of any mortgage or deed to secure debt encumbering any portion of the Building to be applied toward the reduction of any indebtedness secure by the Building.

### **ARTICLE XIII**

#### **ENVIRONMENTAL MATTERS**

The parties acknowledge and agree that Lessee and its affiliates, subsidiaries, officers, agents, employees, representatives, successors and assigns, have no legal responsibility for any claims, demands, causes of action, liabilities (including strict liability), losses, damages and costs

(including, without limitation, clean-up costs, engineering, attorneys and other professional fees), expenses, penalties, damages or losses, of whatsoever nature, whether arising under state or federal law and whether based on common law or regulation known or unknown, contingent or absolute, direct or indirect, brought by any person, governmental agency or other entity related to the presence or release, if any, of Hazardous Materials on the Premises prior to Lessee's occupancy ("Pre-existing Contamination").

All operations of Lessee on Premises shall be in compliance with environmental laws, rules and regulations, including the handling of any substances that may be classified as hazardous materials or waste under any federal, state or local law. Lessee, its agents, invitees and any contractor employed by it, must comply in all material respects with all laws and regulations pertaining thereto, including, but not limited to, Title 49 of the Code of Federal Regulations (CFR), Parts 192 and Part 193.

If Lessee or its agents cause, allow or permit in connection with actions permitted by Lessee or its agents to be conducted on the Premises or easement areas, the discharge or release of hazardous waste and/or materials in legally required reportable quantities in violation of any federal, state, or local law, Lessee shall immediately notify the State of Mississippi and Lessor in writing, and if said discharge or release results in damage to the environment, Premises, or property of the State of Mississippi or Lessor adjoining or adjacent to Premises, Lessee shall, at its sole expense, remediate or cause the remediation in accordance with existing laws and regulations. Lessee shall also hold harmless and indemnify State and Lessor for any and all obligations imposed upon Lessor by any regulating agency charged by law with environmental protection or any claim of damage made by others as a result of actions conducted, or permitted



to be conducted, by Lessee or its agents, assigns, contractors or invitees on, or in the area of the Premises, including costs, tests, attorney fees, and expenses incurred by Lessor related thereto. Nothing herein shall detract from or diminish any rights which Lessee may have against third parties.

Lessee understands and agrees that it is responsible for remediation of any condition caused by contamination by its or its agents, assigns, invitees, or contractors in violation of law during the term of this Lease. If for any reason such remediation has not been completed before the end of the Lease, then Lessee is obligated to continue with remediation until said remediation work is completed, provided that Lessee is provided with the necessary access to cause such work to be completed. During this period (after termination date) and to the extent that Lessor is unable to utilize the Premises due to contamination of the Premises, Lessee shall continue to pay Rent on a pro rata basis. If Lessee shall fail to remediate the Premises to a condition suitable for its continued use as authorized under Miss. Code Ann. § 59-9-21 (1972, as amended), Lessor may do so and Lessee shall be liable to Lessor for all costs reasonably incurred by Lessor as well as attorney fees and expenses reasonably necessary to enforce this provision.

Notwithstanding any other provision in this Lease, it is expressly understood that in all matters of environmental liability caused by Lessee, its contractors, agents, employees, successors, invitees or permittees, the Jackson County Board of Supervisors and the State of Mississippi and all of its political subdivisions shall be indemnified by Lessee to the extent of the liability of Lessee, its contractors, agents, employees, successors, invitees or permittees, and that the Jackson County Board of Supervisors will be provided all notices required to be provided to Lessor.

Lessee shall not deposit any refuse, waste or substance regulated under local, state or federal environmental and health laws on any submerged lands or tidelands or other property belonging to Singing River Health System or Jackson County adjacent to or adjoining the Premises. Failure to comply with such laws and regulations shall be deemed to be a material breach of this Lease.

#### **ARTICLE XIV** **PROPERTY TAXES**

Lessor represents and covenants that its fee simple estate in the Premises is exempt from all property taxes which, but for such exemption, could be assessed against such fee simple estate by any Governmental Authority. Lessee shall pay any property taxes owed by the Leasehold interest.

Lessor agrees to cooperate with Lessee to obtain the maximum tax exemptions permitted by law, school taxes excepted, upon Lessee's Leasehold interest in the Premises or Lessee's taxable Personal Property.

#### **ARTICLE XV** **ASSIGNMENT AND SUBLETTING**

So long as Lessee is in compliance with terms and provisions of this Lease, Lessee shall have the right at any time to permit occupancy of, sublet or assign all or any portion of Premises to any related entity, subsidiary, parent company, affiliate of parent company or affiliate of Lessee, any company in which Lessee has a controlling interest, team-partnering relationship, any customer or successor corporation, or any company contracted to manage or assist in the operation of Lessee's medical clinic or shipbuilding or engineering businesses. This

notwithstanding, Lessee's right to enter into an agreement to manage the operation of Lessee's medical clinic is limited, and Lessee understands and agrees that it is restricted from entering into an agreement to manage or operate its medical clinic which is the subject of this Lease with the following hospital/health system providers: Gulfport Memorial Hospital, Biloxi Regional Medical Center and/or a Health Management Associates entity, and Providence Hospital.

**ARTICLE XVI**  
**SIGNS/ANTENNAS/SATELLITE DISHES**

Lessee shall have the right to install, maintain and replace in, on or over or in front of the Premises or the Improvements or on any part thereof such signs and advertising matter as Lessee may desire, contingent upon receiving the written consent of the Lessor, which shall not be unreasonably withheld. Lessee shall comply with any applicable requirements of Governmental Authorities and shall obtain any necessary permits at Lessee's expense for such purposes. As used in this Article, the word "sign" shall be construed to include any placard, light or advertising symbol or object, irrespective of whether the same may be temporary or permanent. Upon obtaining the approval of Lessor and for any proposed signage, Lessor agrees to cooperate with Lessee in its efforts to obtain any variance required in connection with any sign Lessee wishes to install at the Premises.

Lessor agrees to grant to Lessee exclusive rights to the exterior signage structures, one located near the northwest corner of the Lessor's adjacent property by Highway 90 and one located near the southwest corner of the Premises by Old Spanish Trail. Lessee shall have the exclusive rights to advertise for purposes of its business on both signs. Lessee shall not relocate or remove either sign. Lessee shall keep both signs in good condition and working order.

Lessee shall have the exclusive right, without additional rental or other charge, to use a portion of the roof of the Premises to install, operate and maintain telecommunications antennas, microwave dishes and other communications equipment only for reasons related to its own business use and not for Lease to any third party. Such use shall be subject to receipt of all required governmental approvals and shall not interfere with the building systems. Installation shall be made in a workmanlike manner and shall not damage the structure or facility integrity. If damage occurs, Lessee will be responsible for any necessary repairs. Said installation shall be at the sole cost of the Lessee. The location of such equipment shall be mutually acceptable and subject to the provisions of Articles II, XI and XIII concerning alterations. Lessor may not unreasonably withhold its consent.

**ARTICLE XVII**  
**QUIET ENJOYMENT**

Lessor represents that Lessee, upon paying the Rent and all other sums and charges to be paid by it as herein provided, and observing and keeping all covenants, agreements, and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Premises during the term of this Lease specifically including the right to use the Premises as described in Article I above, without hindrance or molestation by anyone claiming by, through or under Lessor. Lessor shall not subject the Premises to any easements or similar rights not already existing without Lessee's prior written consent, which consent shall not be unreasonably withheld.

Lessor represents to Lessee that it has the power and authority to execute and deliver this Lease and to carry out and perform all covenants to be performed by it hereunder. If Lessor shall be in default under or if there shall be a failure of a condition of this Article, Lessee, in

addition to any and all remedies it may have in law and/or equity, may terminate this Lease by notice to Lessor.

**ARTICLE XVIII**  
**DEFAULT**

In the event that Lessor believes that Lessee is in default for non-payment of rent due under Article IV Lessor shall give Lessee thirty (30) days written notice by U.S. Mail, facsimile transmission or by overnight delivery, which thirty (30) day period shall commence on the date such notice is transmitted. Thereafter, Lessee shall have thirty (30) days in which to make such payment or payments as may be due.

In the event that Lessor believes that Lessee is in default for failure of Lessee to comply with its obligations hereunder, other than the non-payment of rent due under Article IV, Lessor shall give Lessee thirty (30) days written notice by U.S. Mail, facsimile transmission or by overnight delivery, which thirty (30) day period shall commence on the date such notice is transmitted. Thereafter, Lessee shall have thirty (30) days in which to advise Lessor as to why Lessee is not in default. However, the period of time for curing any such default may be extended for a reasonable period not to exceed one hundred and eighty (180) days from date of notice of default if (a) there is a reasonable probability that such default can be cured within a reasonable time, (b) Lessee continuously persists in a diligent, good faith effort to cure such default, and (c) during aforesaid thirty (30) day period, Lessee undertook and maintained a diligent, good faith effort to cure such default and the failure to cure such default was not the fault of Lessee. Any further extension of time beyond one hundred and eighty days (180) shall only be granted upon mutual written agreement of Lessor and Lessee.

In the event that Lessor and Lessee cannot agree as to the existence of a default, then the question of whether a default exists shall be submitted to mediation by a mediator mutually acceptable to Lessor and Lessee. In the event that a mediator cannot be agreed upon, the Chancery Court of Jackson County, Mississippi shall be requested to select a mediator. During the conduct of such mediation, the Lease shall not terminate. Upon the decision by the mediator, the defaulting party, if any, shall have (30) days in which to cure such default. During the pendency of the settlement and mediation process, the parties agree to forebear from filing or otherwise proceeding with litigation.

Either party may initiate litigation with respect to the matters submitted to mediation at any time following the initial mediation session or sixty (60) days after the date of filing the written request for mediation, whichever occurs first. The mediation may continue after the commencement of litigation if the parties so desire. The provisions of this Article may be enforced by any court of competent jurisdiction in accordance with Article XXII.

#### **ARTICLE XIX** **WAIVERS**

Failure of Lessor or Lessee to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by Lessor or Lessee at any time, expressed or implied, of any breach of any provision of this Lease shall be deemed a waiver or a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision.

#### **ARTICLE XX** **INDEMNITY**

Lessee shall indemnify and hold Lessor harmless from and against all liability, damages, costs, attorney fees, and expenses from causes of action, suits, claims, demands and judgments of any nature whatsoever caused by Lessee's use and occupancy of the Premises, proportional to the extent caused by Lessee's negligence or conduct unless and to the extent caused by the negligence or conduct of Lessor, its agents or employees, defects in the Premises, or Lessor's breach of this Lease.

Neither Lessor nor its agents will be liable for any damage to property entrusted to employees of the Building, nor for loss of or damage to any property by theft or otherwise, nor for any injury or damage to persons or property resulting from fire, explosion, failing plaster, steam, gas, electricity, water or rain which may leak from any part of the Building or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface, or from any other place or resulting from dampness or any other cause whatsoever, unless caused by or due to the negligence of Lessor, its agents, servants or employees. Lessee will give prompt notice to Lessor in case of fire or accidents in the Premises or in the Building or of defects therein or in the fixtures or equipment. Lessee hereby acknowledges that Lessor will not be liable for any interruption to Lessee's business for any cause whatsoever, and that Lessee will obtain Business Interruption Insurance coverage should Lessee desire to provide coverage for such risk.

Lessor is a community hospital organized in accordance with the community hospital statutes of the State of Mississippi. MISS. CODE ANN. § 41-13-1 et seq. Under the statute, Lessor is a political subdivision of the State of Mississippi and Jackson County Mississippi, with sovereign immunity as modified by MISS. CODE ANN. § 11-46-1 et seq. (Mississippi Tort Claims Act). Currently, the limits of liability under the Act are \$500,000 with no punitive damages. Further, no employee of Lessor acting in the course and scope of their employment can be held personally liable under the Act, MISS. CODE ANN. § 11-46-7 et seq. Lessor agrees to comply with the rules and regulation of the Mississippi Tort Claims Board for the maintenance of insurance /self-insurance in order to maintain its status as a community hospital covered under the Tort Claims Act.

**ARTICLE XXI**  
**FORCE MAJEURE**

In the event that Lessor or Lessee shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, or war, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

**ARTICLE XXII**  
**NOTICES**

Any notice or other communication required or permitted to be given under this Lease by either party shall be in writing and shall only be effective on receipt and if sent via United States Certified or Registered Mail, postage prepaid, return receipt requested, or via a nationally



recognized delivery service and addressed as follows: Either party may designate a substitute address by written notice to the other party in the manner herein provided.

To Lessee:

INGALLS SHIPBUILDING  
Attn: Doug Zirlott  
P.O. Box 149  
Mail Station 8021-04  
Pascagoula, Mississippi, 39568  
(1000 Access Road, Pascagoula, Mississippi 39567)

To Lessor:

SINGING RIVER HEALTH SYSTEM  
2101 Highway 90  
Gautier, MS 39553  
Attn: Kevin Holland  
(228) 809-5000

Singing River Health System  
General Counsel  
Attn: Celeste Oglesby  
2101 Highway 90  
Gautier, MS 39553  
(228) 497-7944 (office)  
(228) 497-7483 (fax)

JACKSON COUNTY BOARD OF SUPERVISORS  
3102 Canty Street  
Pascagoula, MS 39567  
Attn: General Counsel

(c) Every demand, notice, request or other communication hereunder, served in the manner aforesaid, shall be deposited in the United States mail, postage & delivery fees prepaid, registered or certified mail, return receipt requested, or delivered by a private delivery service, delivery charges prepaid, return receipt requested or other written proof of delivery, addressed in

the manner aforesaid and shall be deemed to have been given or served for all purposes under this Lease when received, or delivery is refused by the Party to whom it is addressed.

**ARTICLE XXIII**  
**GOVERNING LAW**

This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Mississippi. The venue of any action should be in the state courts of Jackson County, Mississippi, or the United States District Court, Southern District of Mississippi.

**ARTICLE XXIV**  
**PARTIAL INVALIDITY**

If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

**ARTICLE XXV**  
**INTERPRETATION**

Wherever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require. The captions or headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof. This Lease may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

**ARTICLE XXVI**  
**MODIFICATIONS**

This Lease shall not be modified or canceled except by a writing subscribed by all parties.

**ARTICLE XXVII**  
**ENTIRE AGREEMENT; AMENDMENT**

This Lease executed between Huntington Ingalls Incorporated and Singing River Health System, with approval from the Jackson County Board of Supervisors, sets forth the full and complete understanding of the parties with respect to the subject matter hereof, and supersedes any and all agreements and representations (oral or written) made or dated prior thereto.

**ARTICLE XXVIII**  
**END OF TERM**

At the termination of this Lease, Lessee will surrender the Premises to Lessor in substantially the same condition and repair as at the initial start date of the Lease, reasonable wear and tear accepted, and will leave the Premises broom-clean. If not then in default, Lessee will have the right prior to said termination to remove any equipment, furniture, trade fixtures or other personal property placed in the Premises by Lessee, provided that Lessee promptly repairs any damage to the Premises caused by such removal.

In no event will there be any renewal of this Lease other than as expressly agreed to in this Lease. If Lessee remains in possession of this Premises after the termination or expiration of this Lease and without a new lease agreement executed by Lessor and Lessee, Lessee will be deemed to be occupying the Premises as a Lessee-at-sufferance and will be liable for payment to Lessor of an amount equal to one hundred twenty-five percent (125%) of the Rent and otherwise subject to all the covenants and provisions of this Lease insofar as the same are applicable.

IN WITNESS WHEREOF, the parties have executed this Lease on the date of the acknowledgment of each signature but as of the day and year first above written.

**SINGING RIVER HEALTH SYSTEM**

By:   
Name: LEE BOND  
Title: CFO

**HUNTINGTON INGALLS INCORPORATED**

By:   
Name: Donald J. Perkins  
Title: Vice President  
Contracts and Pricing

STATE OF MISSISSIPPI  
COUNTY OF JACKSON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 10 day of December 2014, within my jurisdiction, the within named Lee Song, who acknowledged that he/she is CFO of the Singing River Health System, and that for and on behalf of said Singing River Health System and as its act and deed he/she executed the above and foregoing instrument, after first having been duly authorized so to do.

Brenda H. Edwards  
NOTARY PUBLIC

My Commission Expires:

8/10/15



STATE OF MISSISSIPPI  
COUNTY OF JACKSON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 11<sup>th</sup> day of December, 2014, within my jurisdiction, the within named Donald J. Perkins, who acknowledged that he/she is VP-CEP of Huntington Ingalls Incorporated, a Virginia corporation, and that for and on behalf of and as the act and deed of said corporation, he/she executed the above and foregoing instrument in the capacities stated after first having been duly authorized by said corporation so to do.

My Commission Expires:

10/23/2015

Jerrie Booker Adams  
NOTARY PUBLIC



**EXHIBIT A**  
**(ARTICLE I)**

**PREMISES:**

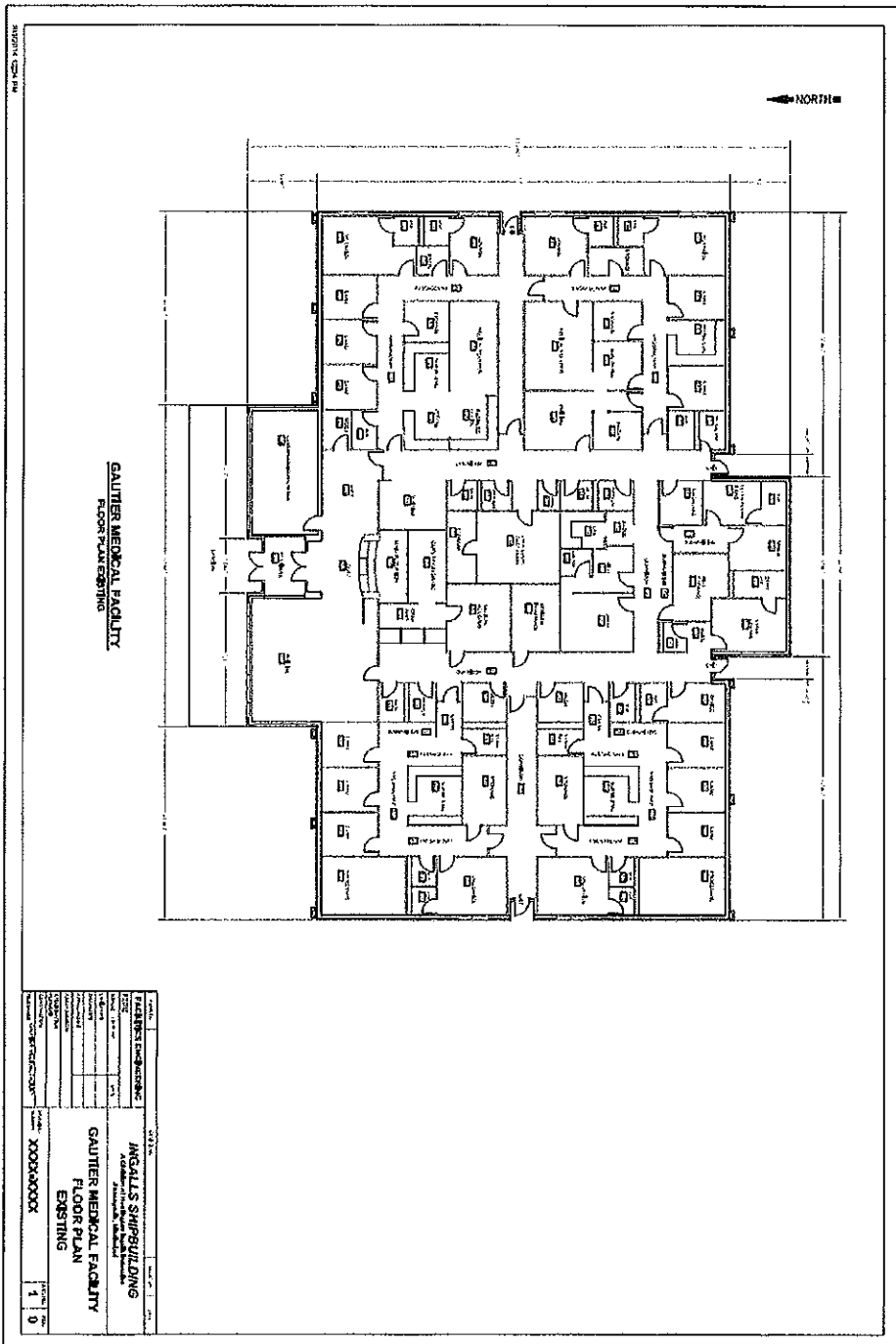
The Premises shall consist of the following building(s) and real property on 2105 Old Spanish Trail, in the City of Gautier, Jackson County, Mississippi:

| <b><u>Bldg ID#</u></b> | <b><u>Description</u></b> | <b><u>Address</u></b>  | <b><u>Square Footage</u></b> |
|------------------------|---------------------------|------------------------|------------------------------|
| ####                   | Gautier Medical Clinic    | 2105 Old Spanish Trail | 14,458 sq.ft.                |

14,458 square feet of leased space described above, together with 2.48 acres of land adjacent to and around said building, as generally depicted on the drawings attached to this Lease as EXHIBIT B.

**EXHIBIT B**  
**(FLOOR PLANS)**





|                     |            |              |                          |
|---------------------|------------|--------------|--------------------------|
| PROJECT INFORMATION |            | PROJECT NAME |                          |
| PROJECT NO.         | 1000000000 | PROJECT NAME | GAITHER MEDICAL FACILITY |
| DATE                | 10/01/00   | PROJECT NAME | FLOOR PLAN               |
| DESIGNED BY         | XXXXXX     | PROJECT NAME | EXISTING                 |
| DRAWN BY            | XXXXXX     | PROJECT NAME |                          |
| CHECKED BY          | XXXXXX     | PROJECT NAME |                          |
| APPROVED BY         | XXXXXX     | PROJECT NAME |                          |
| SCALE               | 1" = 10'   | PROJECT NAME |                          |



STATE OF MISSISSIPPI  
COUNTY OF JACKSON

### FIRST AMENDMENT TO LEASE

THIS AMENDMENT ("Amendment") is made effective as of December 10, 2014, between SINGING RIVER HEALTH SYSTEM, ("LESSOR") and HUNTINGTON INGALLS INCORPORATED, a Virginia Corporation, formerly known as NORTHROP GRUMMAN SHIP SYSTEMS, Inc. ("LESSEE").

**RECITALS:**

WHEREAS, the parties entered into a lease agreement which was signed and dated in December, 2014 ("Lease Agreement" or "Lease"), with a commencement date of December 10, 2014, in which LESSOR leased to LESSEE and LESSEE leased from LESSOR certain premises known as the "Gautier Medical Clinic", now known as the "Ingalls Family Health Center", situated at 2105 Old Spanish Trail in Gautier, MS.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, and of other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged by all parties, the Lease Agreement is further amended as follows:

1. LESSOR and LESSEE mutually agree to extend the Lease for a term of three (3) years, as referenced in Article II of the Lease ("ARTICLE II: DURATION"), commencing December 10, 2017 and ending December 9, 2020.
2. LESSOR and LESSEE mutually agree to increase the lease rate from \$13.00/sq.ft./year to \$13.39/sq.ft./year, a 3% increase, as referenced in Article IV of the Lease ("ARTICLE IV: RENT").

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Lease Agreement on the day and year shown below. Individuals signing on behalf of their principals warrant that they have the authority to bind their respective principals. This First Amendment shall be effective upon its execution by all parties.

Singing River Health System  
("LESSOR")

By: 

Name: LEE BOND

Title: C.O.O.

Date: 12/8/17

Huntington Ingalls Incorporated  
("LESSEE")

By: 

Name: Thomas Stiehle

Title: VP Business Management & CFO

Date: 1/18/18



## 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



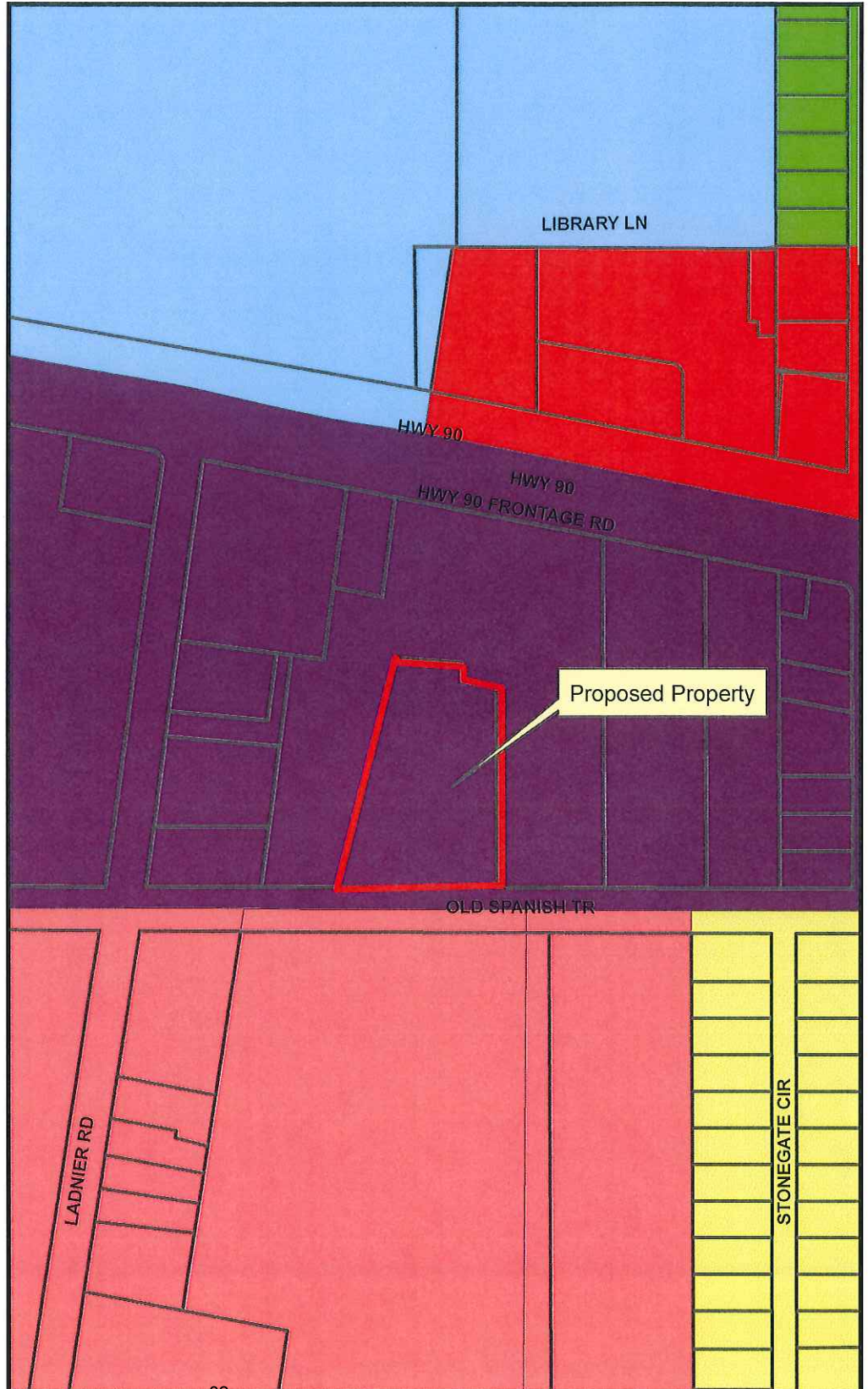
Prepared by the  
City of Gautier  
Planning Department

## 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



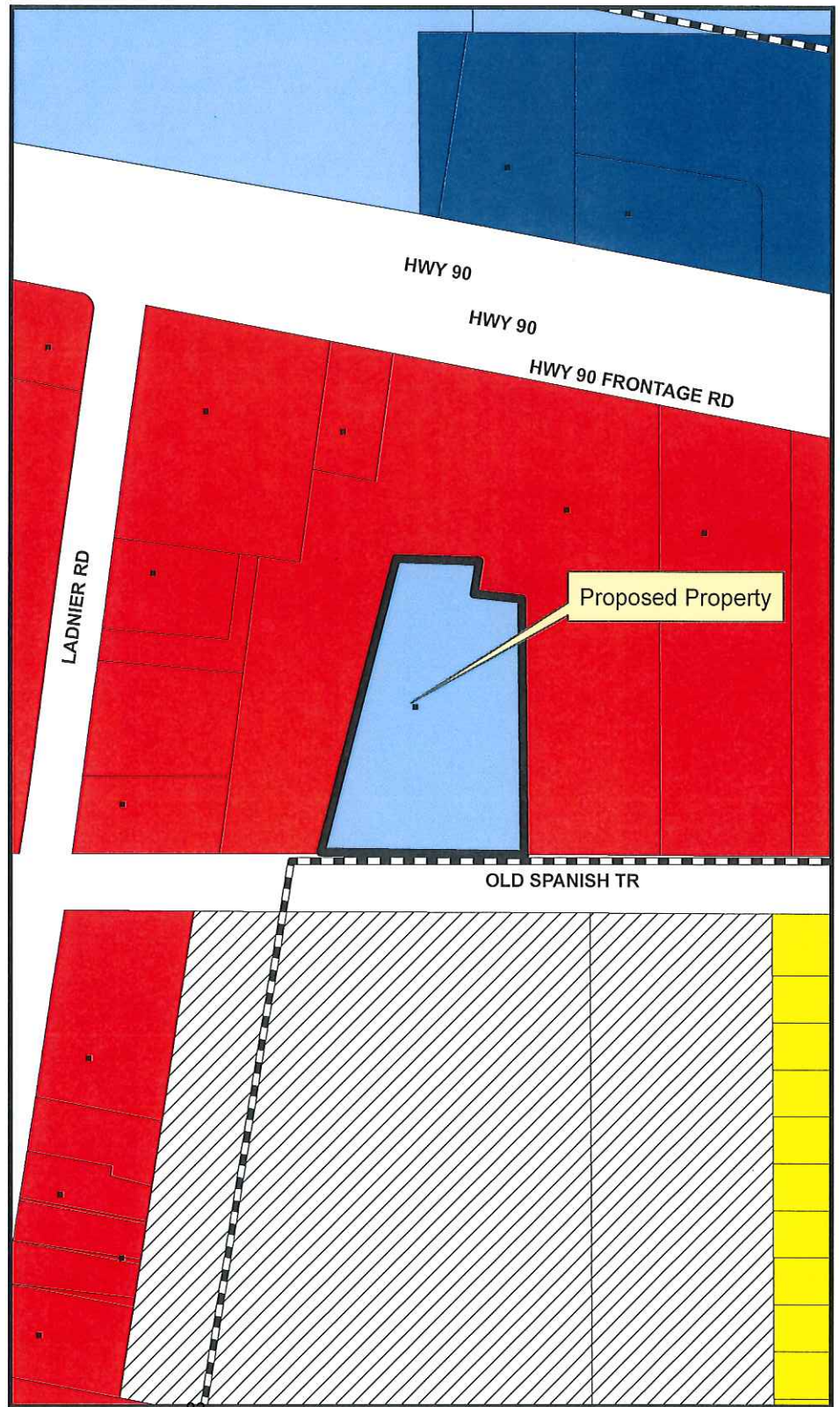
Prepared by the  
City of Gautier  
Planning Department

## 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



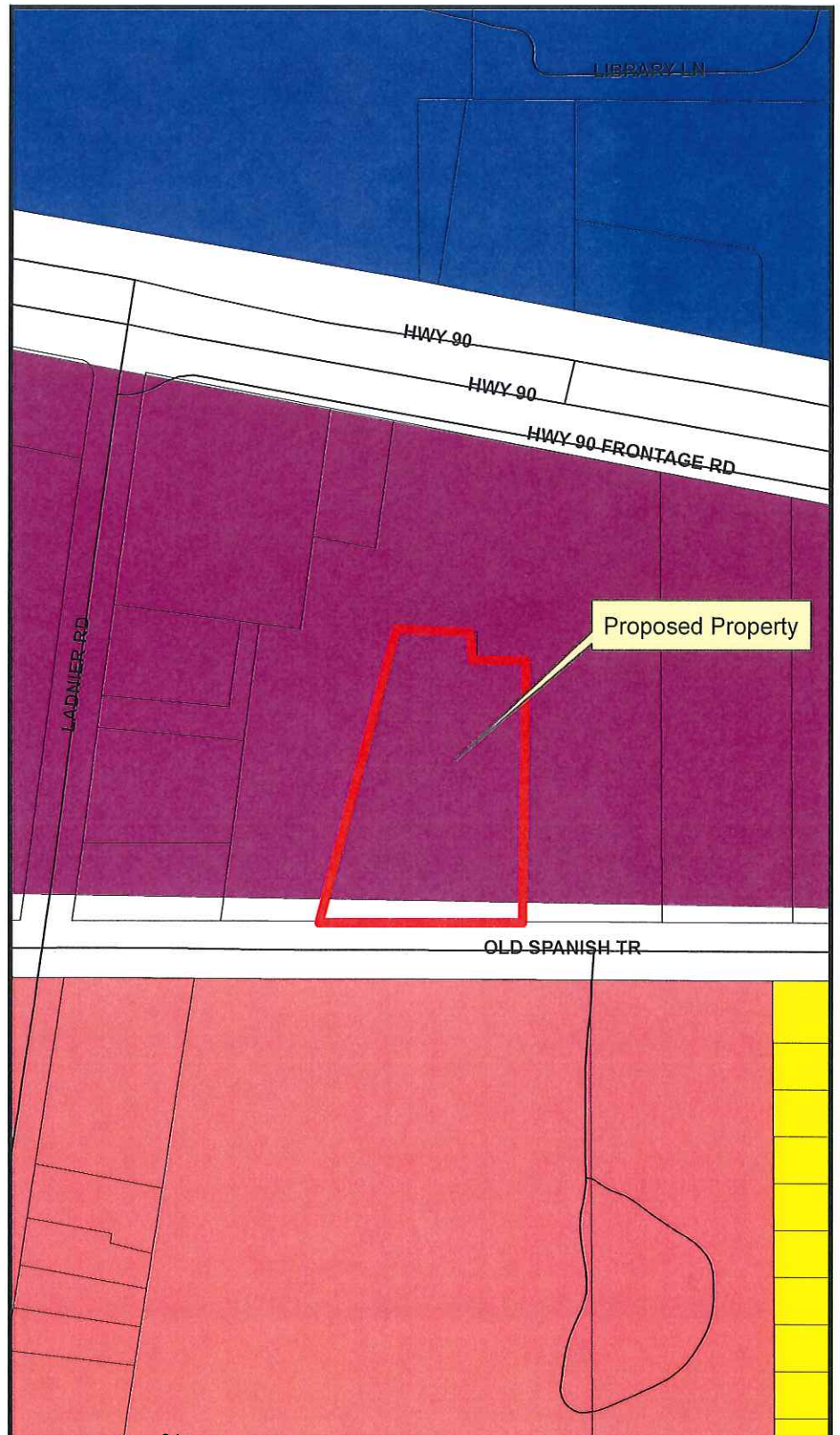
Prepared by the  
City of Gautier  
Planning Department

## 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



**CITY OF GAUTIER  
Business Agenda Item #3  
Fact Sheet**

**Council Meeting:**  
**Title:**

**November 20, 2018  
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**

|                                |                                     |
|--------------------------------|-------------------------------------|
| <b>Resolution</b>              | <input type="checkbox"/>            |
| <b>Ordinance</b>               | <input type="checkbox"/>            |
| <b>Contract/Agreement</b>      | <input type="checkbox"/>            |
| <b>Minutes</b>                 | <input type="checkbox"/>            |
| <b>Plan Maps</b>               | <input type="checkbox"/>            |
| <b>Order</b>                   | <input checked="" type="checkbox"/> |
| <b>Other</b>                   | <input type="checkbox"/>            |
| <b>Submittal Authorization</b> | <b>City Manager</b>                 |

**Staff Recommendation:**  
**Approval**

**Motion Made by:**

Torjusen ☐ Martin ☐ George ☐ Jackson ☐ Vaughan ☐ Anderson ☐ Colledge ☐

**Second Made by:**

Torjusen ☐ Martin ☐ George ☐ Jackson ☐ Vaughan ☐ Anderson ☐ Colledge ☐

| <b>Voted as follows:</b> |                 | <b>Ayes</b>              | <b>Nays</b>              | <b>Abstained</b>         | <b>Absent</b>            |
|--------------------------|-----------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <b>Mayor</b>             | <b>Torjusen</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>At Large</b>          | <b>Martin</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 1</b>            | <b>George</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 2</b>            | <b>Jackson</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 3</b>            | <b>Vaughan</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 4</b>            | <b>Anderson</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 5</b>            | <b>Colledge</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**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 20, 2018.

| Fund | Name of Claimant       | Trans #                         | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|------|------------------------|---------------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 001  | SECURE NETWORKS LLC    | 190292                          | 11/20/2018   | 11/02/2018 |              |              | 2,430.00     |                      |
|      | Account Number         | Description                     |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-092-698            | DEC 2018 NETWORK SERVICES       |              | 3578       | 10/14/2018   |              |              | 2,280.00             |
|      | 001-092-698            | SYNCHRONIZED EMAIL              |              | 3578       | 10/14/2018   |              |              | 150.00               |
| 001  | BELL AUTO PARTS INC    | 190293                          | 11/20/2018   | 11/02/2018 |              |              | 406.00       |                      |
|      | Account Number         | Description                     |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-170-639            | DECK WHEEL (6)                  |              | 42827      | 10/15/2018   |              |              | 99.96                |
|      | 001-100-570            | SOP LINK: U #54                 |              | 42828      | 10/11/2018   |              |              | 45.27                |
|      | 001-205-559            | HAND CLEANSER                   |              | 42828      | 10/11/2018   |              |              | 29.95                |
|      | 001-170-639            | SPINDLE BEARING (6)             |              | 42830      | 10/18/2018   |              |              | 73.80                |
|      | 001-161-638            | CARB ASSY                       |              | 42841      | 10/29/2018   |              |              | 157.02               |
| 001  | STEINER SAW & MOWER    | 190295                          | 11/20/2018   | 11/02/2018 |              |              | 108.00       |                      |
|      | Account Number         | Description                     |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-170-639            | CS 20W50 OIL (2)                |              | 847571     | 10/22/2018   |              |              | 108.00               |
| 001  | LOWES HOME CENTERS INC | 190301                          | 11/20/2018   | 11/02/2018 |              |              | 616.60       |                      |
|      | Account Number         | Description                     |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-170-559            | ASRT SCREWS, GLUE, PARTS ORGNZR |              | 901840     | 09/25/2018   |              |              | 34.81                |
|      | 001-161-559            | FILTER, WASH BRUSH              |              | 901005     | 09/26/2018   |              |              | 37.96                |
|      | 001-170-512            | MARKING FLAG, TAPE, 6CT STAKES  |              | 901955     | 09/26/2018   |              |              | 18.65                |
|      | 001-170-512            | SUPPLIES: CRUISIN               |              | 902634     | 09/26/2018   |              |              | 74.36                |
|      | 001-170-512            | NEVERKINK HOSE: CRUISIN         |              | 901562     | 09/30/2018   |              |              | 47.49                |
|      | 001-170-512            | PK CABLE TIE(6):CRUISIN BANNER  |              | 901538     | 09/30/2018   |              |              | 43.20                |
|      | 001-170-559            | GLOVES (4), EZ-REACH TOOL       |              | 915567     | 10/09/2018   |              |              | 56.32                |
|      | 001-170-559            | 60W LED BULB, BUCK KNIFE, ADHSV |              | 909580     | 10/10/2018   |              |              | 30.68                |
|      | 001-170-513            | 2X4 WW STUD, 4X8 TC PLYWOOD     |              | 901961     | 10/11/2018   |              |              | 41.03                |
|      | 001-170-638            | SUPPLIES VEH MAINT              |              | 910811     | 10/12/2018   |              |              | 14.49                |
|      | 001-161-559            | 36CT AA BATTERY                 |              | 914531     | 10/15/2018   |              |              | 16.13                |
|      | 001-170-559            | 56-OZ DAWN DISH DETERGENT (2)   |              | 915834     | 10/17/2018   |              |              | 15.16                |
|      | 001-170-559            | ZINC LINK (20)                  |              | 901775     | 10/17/2018   |              |              | 37.60                |
|      | 001-161-559            | 4CT 60W BULB                    |              | 909777     | 10/21/2018   |              |              | 5.69                 |
|      | 001-170-634            | PLUMBING PARTS, TURN HOSE BIB   |              | 901780     | 10/22/2018   |              |              | 14.70                |
|      | 001-170-635            | SILVER DOOR CLOSER: SENIOR BLDG |              | 901730     | 10/22/2018   |              |              | 61.73                |
|      | 001-170-559            | FIRST AID KIT (3)               |              | 901897     | 10/23/2018   |              |              | 59.79                |
|      | 001-090-639            | 3FT PULL CHAIN, FAN SWITCH      |              | 902303     | 10/24/2018   |              |              | 6.81                 |
| 001  | SYS CON INC            | 190302                          | 11/20/2018   | 11/05/2018 |              |              | 1,475.00     |                      |
|      | Account Number         | Description                     |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-010-698            | NOV 2018 COURT SUPPORT          |              | 1-44492    | 11/02/2018   |              |              | 1,475.00             |
| 001  | M & E FEED & SEED      | 190303                          | 11/20/2018   | 11/05/2018 |              |              | 83.98        |                      |
|      | Account Number         | Description                     |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-514            | DOG FOOD                        |              | 273865     | 10/16/2018   |              |              | 41.99                |
|      | 001-100-514            | DOG FOOD                        |              | 5251       | 10/24/2018   |              |              | 41.99                |

| Fund | Name of Claimant                   | Trans #                          | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|------|------------------------------------|----------------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 001  | CINTAS CORPORATION NO 2            | 190304                           | 11/20/2018   | 11/05/2018 |              |              | 343.40       |                      |
|      | Account Number                     | Description                      |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-205-535                        | MAINTENANCE                      |              | 240545985  | 10/03/2018   |              |              | 68.68                |
|      | 001-205-535                        | MAINTENANCE                      |              | 240546889  | 10/10/2018   |              |              | 68.68                |
|      | 001-205-535                        | MAINTENANCE                      |              | 240547816  | 10/17/2018   |              |              | 68.68                |
|      | 001-205-535                        | MAINTENANCE                      |              | 240548725  | 10/24/2018   |              |              | 68.68                |
|      | 001-205-535                        | MAINTENANCE                      |              | 240549640  | 10/31/2018   |              |              | 68.68                |
| 001  | O'REILLY AUTO PARTS                | 190305                           | 11/20/2018   | 11/05/2018 |              |              | 1,416.97     |                      |
|      | Account Number                     | Description                      |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-570                        | SEMI-MET PAD: U #11277           |              | 1978109345 | 10/02/2018   |              |              | 23.87                |
|      | 001-205-638                        | FILTER(2), OIL (4), W/BLADE (2)  |              | 1978109491 | 10/03/2018   |              |              | 32.50                |
|      | 001-205-638                        | 1QT OIL(6), W/BLADE (2), FILTER  |              | 1978109491 | 10/03/2018   |              |              | 64.50                |
|      | 001-205-638                        | 1GAL OIL (4), FUEL FILTER        |              | 1978109491 | 10/03/2018   |              |              | 106.22               |
|      | 001-205-638                        | SWAY LINK KIT (2)                |              | 1978110074 | 10/09/2018   |              |              | 35.80                |
|      | 001-100-570                        | NTRL SAFE SW: U #55              |              | 1978110172 | 10/10/2018   |              |              | 70.66                |
|      | 001-161-639                        | V-BELT                           |              | 1978110198 | 10/10/2018   |              |              | 5.72                 |
|      | 001-100-570                        | WIN REG ASSY: U #66              |              | 1978110699 | 10/15/2018   |              |              | 72.57                |
|      | 001-161-639                        | COPPER PLUG (9), BRAKE CLN(12)   |              | 1978110701 | 10/15/2018   |              |              | 55.29                |
|      | 001-161-639                        | BATT, CORE CHG: RESCUE GEN       |              | 1978110733 | 10/15/2018   |              |              | 107.75               |
|      | 001-170-639                        | OIL/AIR FILTER(2), 1GAL OIL(2)   |              | 1978110743 | 10/15/2018   |              |              | 111.60               |
|      | 001-100-570                        | WING REG ASSY: U #8              |              | 1978110923 | 10/17/2018   |              |              | 113.64               |
|      | 001-205-570                        | FUEL/OIL FILTER, W/BLADE, OIL(6) |              | 1978111416 | 10/22/2018   |              |              | 61.13                |
|      | 001-170-639                        | FILTER(4), SUCT GUN, MIN SPIRITS |              | 1978111438 | 10/22/2018   |              |              | 121.64               |
|      | 001-100-570                        | CAPSULE: U #66                   |              | 1978111468 | 10/22/2018   |              |              | 4.67                 |
|      | 001-205-570                        | BRAKE ROTOR (2), TIE ROD END     |              | 1978111632 | 10/24/2018   |              |              | 105.43               |
|      | 001-205-570                        | W/BLADE(3), AIR/OIL FILTER       |              | 1978111632 | 10/24/2018   |              |              | 19.92                |
|      | 001-205-570                        | 5QT OIL                          |              | 1978111632 | 10/24/2018   |              |              | 21.99                |
|      | 001-100-570                        | CAM BOLT KIT: U #12411           |              | 1978111633 | 10/24/2018   |              |              | 114.00               |
|      | 001-205-570                        | FILTER, CDT RTN: FILTER          |              | 1978111637 | 10/24/2018   |              |              | -4.19                |
|      | 001-170-559                        | BATTERY: F250 TRUCK              |              | 1978111575 | 10/24/2018   |              |              | 96.07                |
|      | 001-170-559                        | DSL TRMT (2), STEEL, AIR HOSE    |              | 1978111669 | 10/25/2018   |              |              | 49.69                |
|      | 001-100-570                        | STOPLIGHT SW, MINI LAMP: U #65   |              | 1978111705 | 10/25/2018   |              |              | 26.50                |
| 001  | MALLETTE BROTHERS CONSTRUCTION INC | 190307                           | 11/20/2018   | 11/05/2018 |              |              | 1,473.75     |                      |
|      | Account Number                     | Description                      |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-201-576                        | 16.35 ASPHALT TN                 |              | 19979      | 11/01/2018   |              |              | 1,226.25             |
|      | 001-201-576                        | 8.25 RAP TN                      |              | 19979      | 11/01/2018   |              |              | 247.50               |
| 001  | DELTA SANITATION OF MS LLC         | 190310                           | 11/20/2018   | 11/06/2018 |              |              | 35.00        |                      |
|      | Account Number                     | Description                      |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-170-698                        | FRAZIER PORT O LET               |              | 0000971838 | 10/31/2018   |              |              | 35.00                |
| 001  | AUTO TRUCK AND TRAILER PARTS INC   | 190312                           | 11/20/2018   | 11/06/2018 |              |              | 4,229.91     |                      |
|      | Account Number                     | Description                      |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-570                        | CONTROL ARM (2): U #11277        |              | 271219     | 10/02/2018   |              |              | 126.86               |
|      | 001-100-570                        | CONTROL ARM (2): U #11277        |              | 271218     | 10/02/2018   |              |              | 126.86               |
|      | 001-100-570                        | CONTROL ARM (2): U #12411        |              | 271196     | 10/02/2018   |              |              | 140.82               |
|      | 001-100-570                        | CONTROL ARM (2): U #12411        |              | 271195     | 10/04/2018   |              |              | 140.82               |
|      | 001-161-638                        | SPRING KIT, ROLLER KIT: E1       |              | 271355     | 10/09/2018   |              |              | 57.12                |

| Fund | Name of Claimant                      | Trans #                        | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|------|---------------------------------------|--------------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 001  | AUTO TRUCK AND TRAILER PARTS INC      | 190312                         | 11/20/2018   | 11/06/2018 |              |              | 4,229.91     | (CONTINUED)          |
|      | Account Number                        | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-161-638                           | DRUMS (2): E1                  |              | 271360     | 10/09/2018   |              | 158.00       |                      |
|      | 001-161-638                           | SHOES (2) ROLLER KIT: E1       |              | 271367     | 10/09/2018   |              | 190.96       |                      |
|      | 001-161-638                           | LIGHT (2): E1                  |              | 271366     | 10/09/2018   |              | 81.74        |                      |
|      | 001-161-638                           | SHOES (2), SPRING KIT: E1      |              | 271359     | 10/09/2018   |              | 196.84       |                      |
|      | 001-161-638                           | SENSOR: E1                     |              | 271371     | 10/09/2018   |              | 75.95        |                      |
|      | 001-161-638                           | CHAMBER (2): E1                |              | 271375     | 10/09/2018   |              | 78.00        |                      |
|      | 001-100-570                           | AC,OVR HEAD,GASKET KIT:U#14782 |              | 271412     | 10/10/2018   |              | 866.79       |                      |
|      | 001-161-638                           | SLACK ADJ: E1                  |              | 271398     | 10/10/2018   |              | 95.00        |                      |
|      | 001-170-639                           | BOLT (4), LOCK TITE            |              | 271438     | 10/11/2018   |              | 33.00        |                      |
|      | 001-170-639                           | BOLT NUT (2)                   |              | 271449     | 10/12/2018   |              | 5.00         |                      |
|      | 001-100-570                           | FILTER (12)                    |              | 271511     | 10/16/2018   |              | 22.20        |                      |
|      | 001-100-570                           | OIL FILTER (4)                 |              | 271512     | 10/16/2018   |              | 22.32        |                      |
|      | 001-161-638                           | RED LIGHT, WHITE LIGHT: E1     |              | 271515     | 10/16/2018   |              | 120.50       |                      |
|      | 001-161-638                           | VALVE INFLATOR: E1             |              | 271578     | 10/18/2018   |              | 178.00       |                      |
|      | 001-100-570                           | BATTERY: GRAY F250             |              | 271629     | 10/19/2018   |              | 105.00       |                      |
|      | 001-161-638                           | PADS: E1                       |              | 271488     | 10/18/2018   |              | 607.97       |                      |
|      | 001-100-570                           | FUEL FILTER (4): CRN VIC       |              | 271646     | 10/22/2018   |              | 39.80        |                      |
|      | 001-161-638                           | PLUG: E3                       |              | 271647     | 10/22/2018   |              | 98.12        |                      |
|      | 001-161-638                           | FUEL SENDER: E3                |              | 271643     | 10/22/2018   |              | 195.00       |                      |
|      | 001-161-638                           | STROBE: E1                     |              | 271648     | 10/22/2018   |              | 67.00        |                      |
|      | 001-170-639                           | AIR TANK                       |              | 271673     | 10/23/2018   |              | 40.40        |                      |
|      | 001-100-570                           | PADS: U #59                    |              | 271752     | 10/25/2018   |              | 15.50        |                      |
|      | 001-161-638                           | PIN KITS (2): E1               |              | 271753     | 10/25/2018   |              | 344.34       |                      |
| 001  | MS DEPT OF FINANCE & ADMIN            | 190313                         | 11/20/2018   | 11/06/2018 |              |              | 28,327.25    |                      |
|      | Account Number                        | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-000-300                           | OCT 2018 COURT ASSESSMENTS     |              | 10312018   | 11/05/2018   |              | 28,327.25    |                      |
| 001  | MS DEPT OF PUBLIC SAFETY              | 190314                         | 11/20/2018   | 11/06/2018 |              |              | 1,831.00     |                      |
|      | Account Number                        | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-000-300                           | OCT 2018 SPECIAL ASSESSMENTS   |              | 10312018   | 11/05/2018   |              | 1,831.00     |                      |
| 001  | MS DEPT OF PUBLIC SAFETY              | 190315                         | 11/20/2018   | 11/06/2018 |              |              | 200.00       |                      |
|      | Account Number                        | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-000-300                           | OCT 2018 INTERLOCK FEES        |              | 10312018   | 11/05/2018   |              | 200.00       |                      |
| 001  | JACKSON COUNTY ADULT DETENTION CENTER | 190316                         | 11/20/2018   | 11/06/2018 |              |              | 9,310.00     |                      |
|      | Account Number                        | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-010-696                           | OCT 2018 ADC CHGS              |              | 10312018   | 11/05/2018   |              | 9,310.00     |                      |
| 001  | TEC                                   | 190318                         | 11/20/2018   | 11/06/2018 |              |              | 131.73       |                      |
|      | Account Number                        | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-092-605                           | MONTHLY LONG DISTANCE          |              | 946968     | 11/01/2018   |              | 131.73       |                      |
| 001  | CABLE ONE INC                         | 190321                         | 11/20/2018   | 11/07/2018 |              |              | 130.07       |                      |
|      | Account Number                        | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-092-698                           | NOV 2018: #107571481           |              | 10302018   | 11/01/2018   |              | 130.07       |                      |



Release date from 11/20/2018 thru 11/20/2018

| Fund | Name of Claimant                    | Trans #                        | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|------|-------------------------------------|--------------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 001  | CABLE ONE INC                       | 190322                         | 11/20/2018   | 11/07/2018 |              |              | 84.62        |                      |
|      | Account Number                      | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-170-698                         | NOV 2018: SR BLDG #120793682   |              | 10302018   | 11/01/2018   |              |              | 84.62                |
| 001  | AT&T                                | 190323                         | 11/20/2018   | 11/08/2018 |              |              | 206.94       |                      |
|      | Account Number                      | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-699                         | NCIC TELECOM SERVS             |              | 3105547401 | 11/01/2018   |              |              | 206.94               |
| 001  | BARNEYS POLICE AND HUNTING SUPPLIES | 190324                         | 11/20/2018   | 11/08/2018 |              |              | 87.32        |                      |
|      | Account Number                      | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-559                         | BELT ARC LEATHER SLV BUCKLE(2) |              | 00119633-1 | 10/01/2018   |              |              | 87.32                |
| 001  | MALLETTE BROTHERS CONSTRUCTION INC  | 190335                         | 11/20/2018   | 11/09/2018 |              |              | 716.95       |                      |
|      | Account Number                      | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-201-576                         | 11.03 ASPHALT TN               |              | 19997      | 07/31/2018   |              |              | 716.95               |
| 001  | AIRGAS USA LLC                      | 190337                         | 11/20/2018   | 11/09/2018 |              |              | 206.53       |                      |
|      | Account Number                      | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-205-588                         | CYLINDER RENTAL                |              | 9957218443 | 10/31/2018   |              |              | 206.53               |
| 001  | SOUTHERN PEST CONTROL INC           | 190339                         | 11/20/2018   | 11/13/2018 |              |              | 403.30       |                      |
|      | Account Number                      | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-092-698                         | CITY FACILITIES                |              | 338037     | 11/09/2018   |              |              | 403.30               |
| 001  | CENTER FOR GOVT & COMMUNITY DEV     | 190340                         | 11/20/2018   | 11/13/2018 |              |              | 400.00       |                      |
|      | Account Number                      | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-040-681                         | MCCP-FALL 2018: RUSSELL        |              | 3141GCD-25 | 11/01/2018   |              |              | 200.00               |
|      | 001-040-681                         | MCCP-FALL 2018: CUMBEST        |              | 3141GCD-22 | 11/01/2018   |              |              | 200.00               |
| 001  | SCOTT ANKERSON                      | 190341                         | 11/20/2018   | 11/13/2018 |              |              | 62.23        |                      |
|      | Account Number                      | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-090-681                         | PER DIEM REIMB: CERT CLASS     |              | 11012018   | 11/02/2018   |              |              | 62.23                |
| 001  | APRIL HAVENS STENNETT               | 190342                         | 11/20/2018   | 11/13/2018 |              |              | 274.73       |                      |
|      | Account Number                      | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-001-509                         | MILEAGE-CLINTON:GMYC MML TRIP  |              | 11012018   | 11/02/2018   |              |              | 206.01               |
|      | 001-094-681                         | REIM TAXI-UBER FEES: GPA CONF  |              | 11102018   | 11/13/2018   |              |              | 68.72                |
| 001  | JACKSON COUNTY BOARD OF SUPERVISORS | 190343                         | 11/20/2018   | 11/13/2018 |              |              | 500.00       |                      |
|      | Account Number                      | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-090-697                         | FY 2019 ANIMAL SHELTER FEES    |              | FY 2019    | 10/03/2018   |              |              | 500.00               |
| 001  | MAGNOLIA AD STUDIO LLC              | 190345                         | 11/20/2018   | 11/13/2018 |              |              | 750.00       |                      |
|      | Account Number                      | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-021-615                         | NOV 2018: ADVERTISING PKG      |              | 1009       | 11/02/2018   |              |              | 750.00               |
| 001  | PITNEY BOWES PURCHASE POWER         | 190346                         | 11/20/2018   | 11/13/2018 |              |              | 1,225.00     |                      |
|      | Account Number                      | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-092-607                         | POSTAGE METER                  |              | 0434-6213  | 10/21/2018   |              |              | 1,225.00             |

| Fund | Name of Claimant                         | Trans #                     | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|------|------------------------------------------|-----------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 001  | DIRECTV LLC                              | 190347                      | 11/20/2018   | 11/13/2018 |              |              | 145.00       |                      |
|      | Account Number                           | Description                 |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-161-698                              | WEST STN: 022727663 (DEC)   |              | 11132018   | 11/14/2018   |              |              | 145.00               |
| 001  | CABLE ONE INC                            | 190350                      | 11/20/2018   | 11/13/2018 |              |              | 92.31        |                      |
|      | Account Number                           | Description                 |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-699                              | NOV 2018 SUBSTN: #107718827 |              | 11012018   | 11/08/2018   |              |              | 92.31                |
| 001  | MS GULF COAST COUNCIL OF GARDEN CLUBS    | 190351                      | 11/20/2018   | 11/13/2018 |              |              | 500.00       |                      |
|      | Account Number                           | Description                 |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-170-645                              | 2019 SPRING PILGRIMAGE      |              | APR 2019   | 11/03/2018   |              |              | 500.00               |
| 001  | CINDY RUSSELL                            | 190352                      | 11/20/2018   | 11/13/2018 |              |              | 55.75        |                      |
|      | Account Number                           | Description                 |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-040-681                              | PER DIEM REIMB: MCCP        |              | 11012018   | 11/13/2018   |              |              | 55.75                |
| 001  | ACE DATA STORAGE INC                     | 190354                      | 11/20/2018   | 11/13/2018 |              |              | 105.00       |                      |
|      | Account Number                           | Description                 |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-699                              | NOV 2018 SHREDDING SERVICE  |              | 0062214    | 11/01/2018   |              |              | 105.00               |
| 001  | FUELMAN                                  | 190355                      | 11/20/2018   | 11/13/2018 |              |              | 2,931.10     |                      |
|      | Account Number                           | Description                 |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-090-525                              | UNL FUEL                    |              | NP54640108 | 11/05/2018   |              |              | 89.00                |
|      | 001-100-525                              | UNL FUEL                    |              | NP54640108 | 11/05/2018   |              |              | 2,116.01             |
|      | 001-161-525                              | UNL & DSL FUEL              |              | NP54640108 | 11/05/2018   |              |              | 473.29               |
|      | 001-170-525                              | UNL & DSL FUEL              |              | NP54640108 | 11/05/2018   |              |              | 194.48               |
|      | 001-205-525                              | DSL FUEL                    |              | NP54640108 | 11/05/2018   |              |              | 58.32                |
| 001  | BOYS & GIRLS CLUBS OF JACKSON COUNTY INC | 190356                      | 11/20/2018   | 11/13/2018 |              |              | 833.33       |                      |
|      | Account Number                           | Description                 |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-170-642                              | OCT 2018 CLUB SUPPORT       |              | 10312018   | 11/09/2018   |              |              | 833.33               |
| 001  | MSC 7511                                 | 190357                      | 11/20/2018   | 11/13/2018 |              |              | 470.88       |                      |
|      | Account Number                           | Description                 |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-092-698                              | FFO200-01 RENTAL FEE        |              | INV2769448 | 11/05/2018   |              |              | 470.88               |
| 001  | C SPIRE WIRELESS                         | 190359                      | 11/20/2018   | 11/13/2018 |              |              | 966.91       |                      |
|      | Account Number                           | Description                 |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-021-605                              | CITY MGR CELL PHONES        |              | 0030759348 | 10/31/2018   |              |              | 50.27                |
|      | 001-022-605                              | HR CELL PHONES              |              | 0030759348 | 10/31/2018   |              |              | 50.27                |
|      | 001-040-605                              | ADMIN CELL PHONES           |              | 0030759348 | 10/31/2018   |              |              | 134.73               |
|      | 001-090-605                              | BLDG-PLNG CELL PHONES       |              | 0030759348 | 10/31/2018   |              |              | 201.08               |
|      | 001-090-698                              | IPAD SERVICE(3)             |              | 0030759348 | 10/31/2018   |              |              | 102.57               |
|      | 001-094-605                              | GRANT-PROJ CELL PHONES      |              | 0030759348 | 10/31/2018   |              |              | 100.54               |
|      | 001-161-605                              | FIRE DEPT CELL PHONES       |              | 0030759348 | 10/31/2018   |              |              | 156.80               |
|      | 001-170-605                              | RECREATION CELL PHONES      |              | 0030759348 | 10/31/2018   |              |              | 120.38               |
|      | 001-205-605                              | MAINT CELL PHONES           |              | 0030759348 | 10/31/2018   |              |              | 50.27                |

| Fund | Name of Claimant    | Trans #                       | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|------|---------------------|-------------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 001  | FUELMAN             | 190360                        | 11/20/2018   | 11/13/2018 |              |              | 1,093.49     |                      |
|      | Account Number      | Description                   | Invoice #    | Date       | P.O.         |              | Amount       |                      |
|      | 001-090-525         | UNL FUEL                      | NP54681414   | 11/12/2018 |              |              |              | 26.82                |
|      | 001-100-525         | UNL FUEL                      | NP54681414   | 11/12/2018 |              |              |              | 2,050.75             |
|      | 001-100-525         | CREDIT: PY FRAUD CHGS         | NP54681414   | 11/12/2018 |              |              |              | -1,638.62            |
|      | 001-161-525         | UNL & DSL FUEL                | NP54681414   | 11/12/2018 |              |              |              | 573.03               |
|      | 001-170-525         | UNL FUEL                      | NP54681414   | 11/12/2018 |              |              |              | 81.51                |
| 001  | CREDIT CARD CENTER  | 190363                        | 11/20/2018   | 11/13/2018 |              |              | 5,613.65     |                      |
|      | Account Number      | Description                   | Invoice #    | Date       | P.O.         |              | Amount       |                      |
|      | 001-170-512         | OFFICE SUPPLIES: CRUISIN      | 09272018     | 09/28/2018 |              |              |              | 20.00                |
|      | 001-170-502         | CHEER POM POMS (6)            | 09272018     | 09/28/2018 |              |              |              | 37.62                |
|      | 001-170-512         | LUNCH ITEMS (WRONG AMT)       | 09302018     | 10/01/2018 |              |              |              | 82.79                |
|      | 001-170-512         | CREDIT (ERC SALES TAX)        | 09302018     | 10/01/2018 |              |              |              | -82.79               |
|      | 001-170-512         | LUNCH ITEMS: CRUISIN          | 09302018     | 10/01/2018 |              |              |              | 77.37                |
|      | 001-170-512         | BREAKFAST ITEMS: CRUISIN      | 09302018     | 10/01/2018 |              |              |              | 16.05                |
|      | 001-170-512         | BREAKFAST ITEMS: CRUISIN      | 09302018     | 10/01/2018 |              |              |              | 43.98                |
|      | 001-170-512         | SNACKS-GIFT CARDS: CRUISIN    | 09282018     | 10/01/2018 |              |              |              | 179.81               |
|      | 001-001-681         | MML BOARD DIRS MTG: TORJUSEN  | 09282018     | 10/01/2018 |              |              |              | 184.63               |
|      | 001-170-512         | COOKIES 6 DZN: CRUIZIN        | 09302018     | 10/02/2018 |              |              |              | 21.34                |
|      | 001-001-681         | MML SM TOWN CONF REG (5)      | 10022018     | 10/03/2018 |              |              |              | 425.00               |
|      | 001-094-704         | CREATIVE CLOUD 1 YR SUBSCPTN  | 10052018     | 10/08/2018 |              |              |              | 599.88               |
|      | 001-170-682         | SAMS MEMBERSHIP FEE           | 10082018     | 10/10/2018 |              |              |              | 45.00                |
|      | 001-170-513         | SUPPLIES: HALLOWEEN EVENT     | 10092018     | 10/10/2018 |              |              |              | 109.32               |
|      | 001-170-513         | SUPPLIES: HALLOWEEN EVENT     | 10092018     | 10/11/2018 |              |              |              | 88.20                |
|      | 001-100-559         | MGCCC TRNK OR TREAT (GPD)     | 10112018     | 10/12/2018 |              |              |              | 393.00               |
|      | 001-001-509         | GMYC BANNER                   | 10132018     | 10/15/2018 |              |              |              | 32.52                |
|      | 001-170-513         | SUPPLIES: HALLOWEEN EVENT     | 10112018     | 10/15/2018 |              |              |              | 286.52               |
|      | 001-161-681         | HOTEL-MFIA CONF: MCCOY        | 10122018     | 10/15/2018 |              |              |              | 407.37               |
|      | 001-170-512         | SUPPLIES: HALLOWEEN EVENT     | 10182018     | 10/19/2018 |              |              |              | 48.34                |
|      | 001-040-681         | MAGPPA CONF REG: FARABEE      | 10182018     | 10/19/2018 |              |              |              | 175.00               |
|      | 001-001-509         | MOVIE: GMYC EVENT             | 10202018     | 10/22/2018 |              |              |              | 8.80                 |
|      | 001-170-681         | HOTEL-MRPA CONF: BILBO        | 10142018     | 10/22/2018 |              |              |              | 518.84               |
|      | 001-161-681         | BASIC MGT COURSE: KILLEN      | 10222018     | 10/23/2018 |              |              |              | 395.00               |
|      | 001-161-704         | 2019 MS OFFICE LICENSE        | 10252018     | 10/26/2018 |              |              |              | 220.00               |
|      | 001-161-704         | 2018 PHOTOSHOP ELEMENTS       | 10252018     | 10/26/2018 |              |              |              | 110.18               |
|      | 001-161-704         | LOGITECH KEYBOARD & MOUSE     | 10262018     | 10/29/2018 |              |              |              | 39.72                |
|      | 001-161-799         | TV WALL MOUNT                 | 10262018     | 10/29/2018 |              |              |              | 44.70                |
|      | 001-001-681         | HOTEL-SM TOWN CONF: MARTIN    | 10252018     | 10/29/2018 |              |              |              | 258.00               |
|      | 001-001-681         | HOTEL-SM TOWN CONF: JACKSON   | 10252018     | 10/29/2018 |              |              |              | 258.00               |
|      | 001-001-681         | HOTEL-SM TOWN CONF: ANDERSON  | 10252018     | 10/29/2018 |              |              |              | 258.00               |
|      | 001-001-681         | HOTEL-SM TOWN CONF: TORJUSEN  | 10252018     | 10/29/2018 |              |              |              | 258.00               |
|      | 001-170-511         | CHRISTMAS TREE,DESSERT PLATES | 10162018     | 10/17/2018 |              |              |              | 53.46                |
| 001  | ALABAMA MEDIA GROUP | 190378                        | 11/20/2018   | 11/14/2018 |              |              | 104.04       |                      |
|      | Account Number      | Description                   | Invoice #    | Date       | P.O.         |              | Amount       |                      |
|      | 001-040-615         | RELEASE FUNDS FY 2018 CDBG    | 0008832753   | 10/10/2018 | 190028       |              |              | 87.00                |
|      | 001-090-615         | PUBLIC NOTICE: GPC #18-20-SE  | 0008839515   | 10/14/2018 | 190052       |              |              | 17.04                |



| Fund | Name of Claimant                   | Trans #                        | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|------|------------------------------------|--------------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 001  | MALLETTE BROTHERS CONSTRUCTION INC | 190379                         | 11/20/2018   | 11/14/2018 |              |              | 424.56       |                      |
|      | Account Number                     | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-170-634                        | 29.28 FILL DIRT CY:FRASIER PK  |              | 19978      | 11/01/2018   | 190038       |              | 424.56               |
| 001  | ACTION PRINTING CENTER INC         | 190381                         | 11/20/2018   | 11/14/2018 |              |              | 1,393.31     |                      |
|      | Account Number                     | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-010-500                        | TRI COLOR RECEIPT PAPER        |              | 95474      | 10/24/2018   | 190043       |              | 340.45               |
|      | 001-010-500                        | #9 REGULAR SECURITY (2500)     |              | 95475      | 10/24/2018   | 190043       |              | 264.42               |
|      | 001-010-500                        | #9 WINDOW SECURITY (5000)      |              | 95476      | 10/24/2018   | 190043       |              | 466.86               |
|      | 001-010-620                        | SHOW CAUSE CITATION (1500)     |              | 95492      | 10/24/2018   | 190060       |              | 321.58               |
| 001  | FOSTERS A/C & HEATING INC          | 190383                         | 11/20/2018   | 11/14/2018 |              |              | 293.16       |                      |
|      | Account Number                     | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-639                        | INSTL PRESSURE SWITCH: PD #2   |              | W1039251   | 10/31/2018   | 190118       |              | 293.16               |
| 001  | CUSTOM PRODUCTS CORPORATION        | 190384                         | 11/20/2018   | 11/14/2018 |              |              | 165.13       |                      |
|      | Account Number                     | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-201-565                        | DAHLIA DR STREET SIGN (2)      |              | 311952     | 10/31/2018   | 190081       |              | 62.18                |
|      | 001-201-565                        | SINGLE VIEW POST REFLECTOR (4) |              | 311952     | 10/31/2018   | 190081       |              | 70.52                |
|      | 001-201-565                        | SHIPPING                       |              | 311952     | 10/31/2018   | 190081       |              | 32.43                |
| 001  | GOODYEAR AUTO CENTER               | 190385                         | 11/20/2018   | 11/14/2018 |              |              | 1,892.23     |                      |
|      | Account Number                     | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-638                        | REPLACE TIRE: U #19591         |              | 205374     | 10/30/2018   | 190117       |              | 132.47               |
|      | 001-205-638                        | LT245/75R16 230/116R TIRES (4) |              | 205378     | 10/30/2018   | 190101       |              | 545.48               |
|      | 001-205-638                        | MOUNT/BALANCE (4)              |              | 205378     | 10/30/2018   | 190101       |              | 52.00                |
|      | 001-205-638                        | WASTE TIRE FEE: PAUL TRUCK     |              | 205378     | 10/30/2018   | 190101       |              | 4.00                 |
|      | 001-205-638                        | P225/70R15 100S S2 TIRES (4)   |              | 205429     | 10/31/2018   | 190105       |              | 363.00               |
|      | 001-205-638                        | MOUNT/BALANCE (4)              |              | 205429     | 10/31/2018   | 190105       |              | 52.00                |
|      | 001-205-638                        | WASTE TIRE FEE: VAL TRUCK      |              | 205429     | 10/31/2018   | 190105       |              | 4.00                 |
|      | 001-100-638                        | WHEEL ALIGNMENT: U #33         |              | 204718     | 10/02/2018   | 190015       |              | 54.00                |
|      | 001-100-638                        | WHEEL ALIGNMENT: U #59         |              | 205290     | 10/25/2018   | 190015       |              | 54.00                |
|      | 001-100-638                        | FLAT REPR REAR TIRE: U #19591  |              | 205367     | 10/29/2018   | 190015       |              | 8.00                 |
|      | 001-100-638                        | WHEEL ALIGNMENT: U #58         |              | 205644     | 11/08/2018   | 190015       |              | 54.00                |
|      | 001-100-638                        | P225/60R18 EAG RS-A TIRE (4)   |              | 205651     | 11/08/2018   | 190164       |              | 513.28               |
|      | 001-100-638                        | MOUNT/BALANCE (4)              |              | 205651     | 11/08/2018   |              |              | 52.00                |
|      | 001-100-638                        | WASTE TIRE FEE: U #34          |              | 205651     | 11/08/2018   |              |              | 4.00                 |
| 001  | GREGGS AFFORDABLE AUTO GLASS       | 190386                         | 11/20/2018   | 11/14/2018 |              |              | 175.00       |                      |
|      | Account Number                     | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-638                        | REPLACE WINDSHIELD: U #19616   |              | 40024      | 11/02/2018   | 190139       |              | 175.00               |
| 001  | THE FIRE STORE                     | 190388                         | 11/20/2018   | 11/14/2018 |              |              | 305.99       |                      |
|      | Account Number                     | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-161-535                        | THOROGOOD HV BUNKER BOOT       |              | 1900046    | 11/01/2018   | 190114       |              | 285.00               |
|      | 001-161-535                        | SHIPPING: CARLSON              |              | 1900046    | 11/01/2018   | 190114       |              | 20.99                |

| Fund | Name of Claimant                         | Trans #                        | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|------|------------------------------------------|--------------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 001  | MINGLEDORFFS INC                         | 190390                         | 11/20/2018   | 11/14/2018 |              |              | 72.06        |                      |
|      | Account Number                           | Description                    | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-161-635                              | AIR FILTER 12X24X1 (6)         | 7919463-00   | 11/05/2018 | 190096       |              | 10.74        |                      |
|      | 001-161-635                              | AIR FILTER 12X30X1 (6)         | 7919463-00   | 11/05/2018 | 190096       |              | 12.42        |                      |
|      | 001-161-635                              | AIR FILTER 18X30X1 (5)         | 7919463-00   | 11/05/2018 | 190096       |              | 13.10        |                      |
|      | 001-161-635                              | AIR FILTER 20X24X1 (4)         | 7919463-00   | 11/05/2018 | 190096       |              | 8.32         |                      |
|      | 001-161-635                              | AIR FILTER 24X24X1 (12)        | 7919463-00   | 11/05/2018 | 190096       |              | 27.48        |                      |
| 001  | AFFORDABLE PAINT & BODY                  | 190391                         | 11/20/2018   | 11/14/2018 |              |              | 850.00       |                      |
|      | Account Number                           | Description                    | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-100-638                              | REP/REF LR QRT PANEL: U #14399 | 559          | 11/13/2018 | 190119       |              | 850.00       |                      |
| 001  | GRAFIX SHOPPE                            | 190392                         | 11/20/2018   | 11/14/2018 |              |              | 114.00       |                      |
|      | Account Number                           | Description                    | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-100-638                              | DS REAR QTR PANEL GRAPHICS     | 124082       | 10/24/2018 | 190084       |              | 94.00        |                      |
|      | 001-100-638                              | SHIPPING: 2011 CRN VIC         | 124082       | 10/24/2018 | 190084       |              | 20.00        |                      |
| 001  | SAFEGUARD BUSINESS SYSTEMS INC           | 190394                         | 11/20/2018   | 11/14/2018 |              |              | 509.09       |                      |
|      | Account Number                           | Description                    | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-010-620                              | SUMMONS TO APPEAR (1000)       | 033150384    | 10/29/2018 | 190061       |              | 476.10       |                      |
|      | 001-010-620                              | SHIPPING                       | 033150384    | 10/29/2018 | 190061       |              | 30.00        |                      |
|      | 001-010-620                              | PAPER INVOICE SERVICE OPTION   | 033150384    | 10/29/2018 | 190061       |              | 2.99         |                      |
| 001  | THE BEISTLE COMPANY DBA FIRE SMART PROMO | 190395                         | 11/20/2018   | 11/14/2018 |              |              | 1,566.00     |                      |
|      | Account Number                           | Description                    | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-161-799                              | JR FIRE HAT (2500)             | 107489       | 11/01/2018 | 190086       |              | 1,350.00     |                      |
|      | 001-161-799                              | IMPRINTED STICKER BADGE (2400) | 107489       | 11/01/2018 | 190086       |              | 216.00       |                      |
| 001  | OCCUPATIONAL HEALTH CENTER INC           | 190397                         | 11/20/2018   | 11/14/2018 |              |              | 645.00       |                      |
|      | Account Number                           | Description                    | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-161-604                              | PRE-EMP DRUG SCREEN:CARLSON, C | 158971       | 11/02/2018 | 190046       |              | 60.00        |                      |
|      | 001-161-604                              | PRE-EMP PHYS: CARLSON, C       | 158971       | 11/02/2018 | 190046       |              | 65.00        |                      |
|      | 001-161-604                              | PFT: CARLSON, C                | 158971       | 11/02/2018 | 190046       |              | 45.00        |                      |
|      | 001-022-604                              | PRE-EMP PHYS: DEVINE, S        | 158971       | 11/02/2018 | 190123       |              | 65.00        |                      |
|      | 001-022-604                              | PRE-EMP DRUG SCREEN:DEVINE, S  | 158971       | 11/02/2018 | 190123       |              | 30.00        |                      |
|      | 001-022-604                              | PRE-EMP PHYS: FARABEE, B       | 158971       | 11/02/2018 | 190102       |              | 65.00        |                      |
|      | 001-022-604                              | PRE-EMP DRUG SCREEN:FARABEE, B | 158971       | 11/02/2018 | 190102       |              | 30.00        |                      |
|      | 001-100-604                              | PRE-EMP PHYS: GUTHERZ, J       | 158971       | 11/02/2018 | 190103       |              | 65.00        |                      |
|      | 001-100-604                              | PRE-EMP DRUG SCREEN:GUTHERZ, J | 158971       | 11/02/2018 | 190103       |              | 30.00        |                      |
|      | 001-100-604                              | PRE-EMP PHYS: POWELL, S        | 158971       | 11/02/2018 | 190109       |              | 65.00        |                      |
|      | 001-100-604                              | PRE-EMP DRUG SCREEN:POWELL, S  | 158971       | 11/02/2018 | 190109       |              | 30.00        |                      |
|      | 001-022-604                              | PRE-EMP PHYS: THORNBURG, M     | 158971       | 11/02/2018 | 190120       |              | 65.00        |                      |
|      | 001-022-604                              | PRE-EMP DRUG SCRN:THORNBURG, M | 158971       | 11/02/2018 | 190120       |              | 30.00        |                      |
| 001  | ECONOMY BOOTS SALES & SERVICE            | 190398                         | 11/20/2018   | 11/14/2018 |              |              | 184.50       |                      |
|      | Account Number                           | Description                    | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-161-535                              | DUTY BOOTS/NEW HIRE: CARLSON   | 42941        | 10/26/2018 | 190111       |              | 184.50       |                      |

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| Fund                  | Name of Claimant    | Trans # | Release Date                    | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|-----------------------|---------------------|---------|---------------------------------|------------|--------------|--------------|--------------|----------------------|
| 157                   | FOREMOST PROMOTIONS | 190393  | 11/20/2018                      | 11/14/2018 |              |              | 2,311.68     |                      |
|                       | Account Number      |         | Description                     | Invoice #  | Date         | P.O.         | Amount       |                      |
|                       | 157-100-799         |         | FC CSHAPED HDL CERAMIC MUG (72) | 452355     | 10/25/2018   | 190034       |              | 316.08               |
|                       | 157-100-799         |         | POL KEY CHAIN S/RELIEVER (500)  | 452355     | 10/25/2018   | 190034       |              | 910.00               |
|                       | 157-100-799         |         | JR OFCR BADGE, STICK ON (4000)  | 452355     | 10/25/2018   | 190034       |              | 800.00               |
|                       | 157-100-799         |         | PERFORATION                     | 452355     | 10/25/2018   | 190034       |              | 30.00                |
|                       | 157-100-799         |         | RUN CHG ADD'L LCTN COLOR (500)  | 452355     | 10/25/2018   | 190034       |              | 125.00               |
|                       | 157-100-799         |         | SHIPPING CHARGES                | 452355     | 10/25/2018   | 190034       |              | 130.60               |
| FUND TOTAL 157 Claims | to                  | Checks  | 1 Total                         | 2,311.68   | Manual       | Held         | Total        | 2,311.68             |

Docket of Claims  
Release date from 11/20/2018 thru 11/20/2018

| Fund                  | Name of Claimant   | Trans #       | Release Date | Claim Date   | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|-----------------------|--------------------|---------------|--------------|--------------|--------------|--------------|--------------|----------------------|
| 160                   | CREDIT CARD CENTER | 190364        | 11/20/2018   | 11/13/2018   |              |              | 29.50        |                      |
|                       | Account Number     | Description   |              | Invoice #    | Date         | P.O.         | Amount       |                      |
|                       | 160-090-681        | 2017 NEC TABS |              | 10162018     | 10/16/2018   |              |              | 29.50                |
| FUND TOTAL 160 Claims | to                 | Checks        | 1 Total      | 29.50 Manual |              | Held         | Total        | 29.50                |



| Fund | Name of Claimant                 | Trans #                        | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|------|----------------------------------|--------------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 176  | FUELMAN                          | 190198                         | 11/20/2018   | 10/29/2018 |              |              | 90.03        |                      |
|      | Account Number                   | Description                    | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 176-170-525                      | UNL FUEL                       | NP54458367   | 10/15/2018 |              |              | 90.03        |                      |
| 176  | BELL AUTO PARTS INC              | 190294                         | 11/20/2018   | 11/02/2018 |              |              | 99.00        |                      |
|      | Account Number                   | Description                    | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 176-170-639                      | 5GAL HYD FLUID (2): PW13       | 42822        | 10/16/2018 |              |              | 99.00        |                      |
| 176  | STEINER SAW & MOWER              | 190296                         | 11/20/2018   | 11/02/2018 |              |              | 60.00        |                      |
|      | Account Number                   | Description                    | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 176-170-639                      | BATTERY, PULL ROPE             | 847553       | 10/17/2018 |              |              | 60.00        |                      |
| 176  | LOWES HOME CENTERS INC           | 190300                         | 11/20/2018   | 11/02/2018 |              |              | 324.69       |                      |
|      | Account Number                   | Description                    | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 176-170-559                      | 24-IN PUSH BROOM               | 901247       | 09/28/2018 |              |              | 35.61        |                      |
|      | 176-170-635                      | AREA LIGHT LED:SHEP BATH HOUSE | 901599       | 10/09/2018 |              |              | 47.49        |                      |
|      | 176-170-518                      | SPADE BIT SET,LUMBER:DOG PARK  | 901826       | 10/10/2018 |              |              | 17.85        |                      |
|      | 176-170-559                      | SHOP SUPPLIES: SHEP            | 901854       | 10/10/2018 |              |              | 9.04         |                      |
|      | 176-170-586                      | CAMPSITE REPR: LOT 25          | 901970       | 10/18/2018 |              |              | 13.26        |                      |
|      | 176-170-559                      | DEWALT HEADLAMP(2),6-FT LADDER | 914814       | 10/22/2018 |              |              | 123.41       |                      |
|      | 176-170-586                      | CAMPSITE REPR: LOT 4           | 901683       | 10/22/2018 |              |              | 41.74        |                      |
|      | 176-170-586                      | REPR WATER LINE: SHEP          | 914825       | 10/22/2018 |              |              | 36.29        |                      |
| 176  | O'REILLY AUTO PARTS              | 190306                         | 11/20/2018   | 11/05/2018 |              |              | 149.84       |                      |
|      | Account Number                   | Description                    | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 176-170-639                      | HITCH BALL                     | 1978110175   | 10/10/2018 |              |              | 10.99        |                      |
|      | 176-170-638                      | STARTER, CORE CHG RED TAURUS   | 1978111577   | 10/24/2018 |              |              | 149.85       |                      |
|      | 176-170-638                      | CDT RTN: CORE CHG RED TAURUS   | 1978111577   | 10/24/2018 |              |              | -11.00       |                      |
| 176  | AUTO TRUCK AND TRAILER PARTS INC | 190317                         | 11/20/2018   | 11/06/2018 |              |              | 139.96       |                      |
|      | Account Number                   | Description                    | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 176-170-559                      | OIL DRY                        | 271382       | 10/09/2018 |              |              | 7.50         |                      |
|      | 176-170-559                      | SWITCH (2)                     | 271393       | 10/10/2018 |              |              | 15.36        |                      |
|      | 176-170-639                      | LOCK TITE                      | 271237       | 10/10/2018 |              |              | 5.80         |                      |
|      | 176-170-639                      | RECEIVER TUBE                  | 271399       | 10/10/2018 |              |              | 14.00        |                      |
|      | 176-170-639                      | HYD HOSE, QT 50W OIL (3)       | 271518       | 10/16/2018 |              |              | 42.30        |                      |
|      | 176-170-639                      | TEST CLIP                      | 271659       | 10/22/2018 |              |              | 2.00         |                      |
|      | 176-170-639                      | DRUM: TRLR BRAKES              | 271873       | 10/31/2018 |              |              | 53.00        |                      |
| 176  | FUELMAN                          | 190358                         | 11/20/2018   | 11/13/2018 |              |              | 33.00        |                      |
|      | Account Number                   | Description                    | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 176-170-525                      | UNL FUEL                       | NP54640108   | 11/05/2018 |              |              | 33.00        |                      |
| 176  | C SPIRE WIRELESS                 | 190361                         | 11/20/2018   | 11/13/2018 |              |              | 50.27        |                      |
|      | Account Number                   | Description                    | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 176-170-605                      | CELL PHONE                     | 0030759348   | 10/31/2018 |              |              | 50.27        |                      |

| Fund                  | Name of Claimant          | Trans #                        | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|-----------------------|---------------------------|--------------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 176                   | FOSTERS A/C & HEATING INC | 190365                         | 11/20/2018   | 11/14/2018 |              |              | 167.50       |                      |
|                       | Account Number            | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|                       | 176-170-635               | ESA CLEANING: LOBBY SYSTEM     |              | P1035079   | 10/29/2018   |              |              | 167.50               |
| 176                   | REYNOLDS WHOLESALE CO     | 190380                         | 11/20/2018   | 11/14/2018 |              |              | 31.90        |                      |
|                       | Account Number            | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|                       | 176-170-559               | SOAP DISP (2): SHEP BATH HOUSE |              | 61382      | 11/09/2018   | 190175       |              | 31.90                |
| FUND TOTAL 176 Claims | to                        | Checks                         | 10 Total     | 1,146.19   | Manual       | Held         | Total        | 1,146.19             |



Release date from 11/20/2018 thru 11/20/2018

| Fund | Name of Claimant                     | Trans #                        | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|------|--------------------------------------|--------------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 400  | FUELMAN                              | 190201                         | 11/20/2018   | 10/29/2018 |              |              | 50.23        |                      |
|      | Account Number                       | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-650-525                          | UNL FUEL                       |              | NP54491782 | 10/22/2018   |              |              | 50.23                |
| 400  | CLEARWATER SOLUTIONS LLC             | 190297                         | 11/20/2018   | 11/02/2018 |              |              | 180,357.75   |                      |
|      | Account Number                       | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-650-672                          | OCT 2018 OPERATION FEE         |              | GAUTIER071 | 11/01/2018   |              |              | 180,357.75           |
| 400  | JACKSON COUNTY UTILITY AUTHORITY     | 190298                         | 11/20/2018   | 11/02/2018 |              |              | 180,418.00   |                      |
|      | Account Number                       | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-651-668                          | NOV 2018 TREATMENT CHGS        |              | 188        | 11/01/2018   |              |              | 181,416.00           |
|      | 400-651-668                          | FY 2018 ACTUAL FLOW ADJ        |              | 188        | 11/01/2018   |              |              | -998.00              |
| 400  | LOWES HOME CENTERS INC               | 190299                         | 11/20/2018   | 11/02/2018 |              |              | 455.51       |                      |
|      | Account Number                       | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-651-582                          | SUPPLIES (10): WATER TRT PLANT |              | 909244     | 09/25/2018   |              |              | 50.34                |
|      | 400-651-582                          | SUPPLIES (12): WATER TRT PLANT |              | 909536     | 09/26/2018   |              |              | 238.42               |
|      | 400-651-584                          | SUPPLIES (28): LIFT STNS       |              | 909465     | 10/09/2018   |              |              | 132.60               |
|      | 400-651-584                          | SUPPLIES (11): LIFT STNS       |              | 901796     | 10/10/2018   |              |              | 34.15                |
| 400  | DOLPHIN SAFETY SUPPLY                | 190336                         | 11/20/2018   | 11/09/2018 |              |              | 481.06       |                      |
|      | Account Number                       | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-651-581                          | 18X60 COMBO PLUS FREIGHT (10)  |              | 83929      | 08/06/2018   |              |              | 1,350.00             |
|      | 400-651-581                          | CDT RTN: COMBO WINDSOCK (10)   |              | 10719      | 08/06/2018   |              |              | -990.00              |
|      | 400-651-581                          | SHIPPING CHG: ON RTN ITEMS     |              | 10719      | 08/06/2018   |              |              | 121.06               |
| 400  | WASTE MANAGEMENT OF MS-GLF COAST INC | 190349                         | 11/20/2018   | 11/13/2018 |              |              | 671.48       |                      |
|      | Account Number                       | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-651-698                          | ROLL - OFF TIMBERLANE          |              | 6792724768 | 11/01/2018   |              |              | 671.48               |
| 400  | FUELMAN                              | 190362                         | 11/20/2018   | 11/13/2018 |              |              | 98.54        |                      |
|      | Account Number                       | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-650-525                          | UNL FUEL                       |              | NP54681414 | 11/12/2018   |              |              | 98.54                |
| 400  | BORDIS & DANOS PLLC                  | 190366                         | 11/20/2018   | 11/14/2018 |              |              | 17.50        |                      |
|      | Account Number                       | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-650-602                          | TITLE SEARCH-BEMIS AVE PROP    |              | 11022018   | 11/02/2018   |              |              | 17.50                |
| 400  | COGENT STRATEGIES LLC                | 190367                         | 11/20/2018   | 11/14/2018 |              |              | 7,500.00     |                      |
|      | Account Number                       | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-650-601                          | PROFESSIONAL FEES              |              | 1353       | 11/07/2018   |              |              | 7,500.00             |
| 400  | UNITED PARCEL SERVICE                | 190368                         | 11/20/2018   | 11/14/2018 |              |              | 104.58       |                      |
|      | Account Number                       | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-650-607                          | RTN METERS: MUELLER            |              | Y99492448  | 11/03/2018   |              |              | 104.58               |
| 400  | C & M ELECTRIC MOTOR SERVICE INC     | 190369                         | 11/20/2018   | 11/14/2018 |              |              | 2,136.50     |                      |
|      | Account Number                       | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-651-584                          | 5HP SP MOTOR REPR: B-PIERRE    |              | 12079      | 10/17/2018   |              |              | 987.60               |
|      | 400-651-584                          | 5HP SP MOTOR REPR: B-PIERRE    |              | 12080      | 10/17/2018   |              |              | 1,148.90             |

| Fund                  | Name of Claimant                 | Trans #                        | Release Date | Claim Date        | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|-----------------------|----------------------------------|--------------------------------|--------------|-------------------|--------------|--------------|--------------|----------------------|
| 400                   | AUTO TRIM DESIGN OF SOUTH MS INC | 190382                         | 11/20/2018   | 11/14/2018        |              |              | 900.00       |                      |
|                       | Account Number                   | Description                    |              | Invoice #         | Date         | P.O.         | Amount       |                      |
|                       | 400-650-740                      | 2 STAINLESS TOOLBOX:NISSANS    |              | 5948              | 11/08/2018   | 190159       |              | 600.00               |
|                       | 400-650-740                      | 2 DROP IN BED LINER:NISSANS    |              | 5948              | 11/08/2018   | 190159       |              | 300.00               |
| 400                   | SOUTHERN WATERWORKS SUPPLY INC   | 190387                         | 11/20/2018   | 11/14/2018        |              |              | 775.94       |                      |
|                       | Account Number                   | Description                    |              | Invoice #         | Date         | P.O.         | Amount       |                      |
|                       | 400-651-581                      | 1 1/4 F/LOCK PVC COMP COUP (6) |              | 77687             | 11/02/2018   | 190082       |              | 103.64               |
|                       | 400-651-581                      | 1 1/4 SCH 40 COMP COUP (6)     |              | 77687             | 11/02/2018   | 190082       |              | 55.02                |
|                       | 400-651-583                      | GREEN STAKING FLAGS (2)        |              | 77687             | 11/02/2018   | 190082       |              | 20.40                |
|                       | 400-651-581                      | BLUE STAKING FLAGS (2)         |              | 77687             | 11/02/2018   | 190082       |              | 20.40                |
|                       | 400-651-581                      | 4" SCH 40 BELL END PIPE (20)   |              | 77687             | 11/02/2018   | 190082       |              | 38.38                |
|                       | 400-651-581                      | 4" PVC RUBBER COUP (12)        |              | 77687             | 11/02/2018   | 190082       |              | 67.90                |
|                       | 400-651-581                      | 4" SDR 35 WYE (6)              |              | 77687             | 11/02/2018   | 190082       |              | 30.54                |
|                       | 400-651-581                      | 4" SDR 35 FEMALE ADAPTER (24)  |              | 77687             | 11/02/2018   | 190082       |              | 88.01                |
|                       | 400-651-581                      | 4" SDR 35 COUNTERSUNK PLUG(24) |              | 77687             | 11/02/2018   | 190082       |              | 123.54               |
|                       | 400-651-581                      | 4" SDR 35 45 (24)              |              | 77687             | 11/02/2018   | 190082       |              | 66.84                |
|                       | 400-651-581                      | 2" SCH 40 BALL VALVE (12)      |              | 77687             | 11/02/2018   | 190082       |              | 108.67               |
|                       | 400-651-581                      | 2" BRASS BALL VALVE (2)        |              | 77687             | 11/02/2018   | 190082       |              | 52.60                |
| 400                   | CUPIT SIGNS INC                  | 190389                         | 11/20/2018   | 11/14/2018        |              |              | 128.00       |                      |
|                       | Account Number                   | Description                    |              | Invoice #         | Date         | P.O.         | Amount       |                      |
|                       | 400-650-559                      | 12" CIRCLE DECALS CITY LOGO(8) |              | 30556             | 11/01/2018   | 190106       |              | 128.00               |
| 400                   | COURTESY MOTORS INC              | 190396                         | 11/20/2018   | 11/14/2018        |              |              | 26,937.00    |                      |
|                       | Account Number                   | Description                    |              | Invoice #         | Date         | P.O.         | Amount       |                      |
|                       | 400-650-740                      | 2019 F250 CREW CAB: VIN #4648  |              | 49870             | 11/06/2018   | 190156       |              | 26,937.00            |
| 400                   | MSC 7511                         | 190408                         | 11/20/2018   | 11/15/2018        |              |              | 166.49       |                      |
|                       | Account Number                   | Description                    |              | Invoice #         | Date         | P.O.         | Amount       |                      |
|                       | 400-650-698                      | FGYJOO-01 RENTAL FEE           |              | INV2776951        | 11/08/2018   |              |              | 166.49               |
| FUND TOTAL 400 Claims | to                               | Checks                         | 16 Total     | 401,198.58 Manual |              | Held         | Total        | 401,198.58           |

# Docket of Claims

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|                     |        |    |        |    |       |            |        |      |       |            |
|---------------------|--------|----|--------|----|-------|------------|--------|------|-------|------------|
| FUND 1              | Claims | to | Checks | 61 | Total | 89,779.65  | Manual | Held | Total | 89,779.65  |
| FUND 157            | Claims | to | Checks | 1  | Total | 2,311.68   | Manual | Held | Total | 2,311.68   |
| FUND 160            | Claims | to | Checks | 1  | Total | 29.50      | Manual | Held | Total | 29.50      |
| FUND 176            | Claims | to | Checks | 10 | Total | 1,146.19   | Manual | Held | Total | 1,146.19   |
| FUND 400            | Claims | to | Checks | 16 | Total | 401,198.58 | Manual | Held | Total | 401,198.58 |
| FUND 404            | Claims | to | Checks | 2  | Total | 106,028.97 | Manual | Held | Total | 106,028.97 |
| Total for all Funds |        |    | Checks | 91 | Total | 600,494.57 | Manual | Held | Total | 600,494.57 |

**CITY OF GAUTIER**  
**Consent Agenda Item #1**  
**Fact Sheet**

**Council Meeting:**  
**Title:**

**November 20, 2018**  
**Resolution removing a Police Department vehicle from inventory and insurance coverage, and authorizing vehicle to be used for parts until such time as it can be deemed surplus**

**Introduced by:**  
**Contact Person/Telephone**

**Chief Dante Elbin 497-8007**

**Summary Explanation: Approval of a resolution removing a 2007 Ford Crown Victoria Police Car, VIN #2FAP71W57X112800 (Inventory Control #1565) from inventory and insurance coverage, and authorizing vehicle to be used for parts until such time as it can be deemed surplus.**

**EXHIBITS FOR REVIEW**

|                                |                                     |
|--------------------------------|-------------------------------------|
| <b>Resolution</b>              | <input checked="" type="checkbox"/> |
| <b>Ordinance</b>               | <input type="checkbox"/>            |
| <b>Contract/Agreement</b>      | <input type="checkbox"/>            |
| <b>Minutes</b>                 | <input type="checkbox"/>            |
| <b>Plan Maps</b>               | <input type="checkbox"/>            |
| <b>Order</b>                   | <input type="checkbox"/>            |
| <b>Other</b>                   | <input type="checkbox"/>            |
| <b>Submittal Authorization</b> | <b>City Manager</b>                 |

**Staff Recommendation:**  
**Approval**

|                        |                          |               |                          |               |                          |                |                          |                 |                          |
|------------------------|--------------------------|---------------|--------------------------|---------------|--------------------------|----------------|--------------------------|-----------------|--------------------------|
| <b>Motion Made by:</b> |                          |               |                          |               |                          |                |                          |                 |                          |
| <b>Torjusen</b>        | <input type="checkbox"/> | <b>Martin</b> | <input type="checkbox"/> | <b>George</b> | <input type="checkbox"/> | <b>Jackson</b> | <input type="checkbox"/> | <b>Vaughan</b>  | <input type="checkbox"/> |
|                        |                          |               |                          |               |                          |                |                          | <b>Anderson</b> | <input type="checkbox"/> |
|                        |                          |               |                          |               |                          |                |                          | <b>Colledge</b> | <input type="checkbox"/> |

|                        |                          |               |                          |               |                          |                |                          |                 |                          |
|------------------------|--------------------------|---------------|--------------------------|---------------|--------------------------|----------------|--------------------------|-----------------|--------------------------|
| <b>Second Made by:</b> |                          |               |                          |               |                          |                |                          |                 |                          |
| <b>Torjusen</b>        | <input type="checkbox"/> | <b>Martin</b> | <input type="checkbox"/> | <b>George</b> | <input type="checkbox"/> | <b>Jackson</b> | <input type="checkbox"/> | <b>Vaughan</b>  | <input type="checkbox"/> |
|                        |                          |               |                          |               |                          |                |                          | <b>Anderson</b> | <input type="checkbox"/> |
|                        |                          |               |                          |               |                          |                |                          | <b>Colledge</b> | <input type="checkbox"/> |

| <b>Voted as follows:</b> |                 | <b>Ayes</b>              | <b>Nays</b>              | <b>Abstained</b>         | <b>Absent</b>            |
|--------------------------|-----------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <b>Mayor</b>             | <b>Torjusen</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>At Large</b>          | <b>Martin</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 1</b>            | <b>George</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 2</b>            | <b>Jackson</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 3</b>            | <b>Vaughan</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 4</b>            | <b>Anderson</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 5</b>            | <b>Colledge</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**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 A POLICE DEPARTMENT VEHICLE FROM INVENTORY AND INSURANCE COVERAGE, AND AUTHORIZING VEHICLE TO BE USED FOR PARTS UNTIL SUCH TIME AS IT CAN BE DEEMED SURPLUS**

**WHEREAS**, the Gautier Police Department is requesting a 2007 Ford Crown Victoria Police Car, VIN#2FAFP71W57X112800 (Inventory Control #1565) be removed from inventory and insurance coverage, and be used for parts until such time as it can be deemed surplus;

**WHEREAS**, the Mayor and Members of the Council have determined that, given the age and condition of the vehicle, removal from inventory and use for parts is the best use of said vehicle, and is in the best interest of the City of Gautier.

**BE IT, THEREFORE, RESOLVED** by the Mayor and Council of the City of Gautier, Mississippi that the 2007 Ford Crown Victoria Police Car is hereby removed from inventory, removed from insurance coverage, and authorized to be used for parts until such time as it can be deemed 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 20<sup>th</sup> day of November 2018.

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**PHIL TORJUSEN, MAYOR**

**ATTEST:**

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**CITY CLERK**

**BLANK** by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 20, 2018.

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Paula Yancey, City Manager  
**From:** Danny Selover, Police  
**Date:** 11/06/2018  
**Subject:** Removal of a Police vehicle from inventory and insurance.

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**REQUEST:**

City Council authorization is requested by the Gautier Police Department to remove a 2007 Ford Crown Victoria Police Car, VIN 2FAFP71W57X112800 (city inventory control 1565) from inventory, insurance and authorize it to be used as parts until such time as it can be deemed surplus.

**BACKGROUND:**

The 2007 Ford Crown Victoria was involved in an accident on October 19, 2018 and was declared a total loss. The vehicle will be purchased from insurance for a minimal amount, to be used as parts. The Police Department has determined that given the age and condition of the vehicle, removal from inventory and insurance is appropriate. It is recommended that the vehicle be used for parts until such time that it can be declared surplus. Insurance has settled the claim.

**DISCUSSION:**

This vehicle has been declared a total loss from Allstate Insurance. The city will be able to purchase the vehicle back for a minimal amount.

**RECOMMENDATION:**

Police Department staff recommends that City Council authorize the removal of this vehicle from inventory and authorize it to be used for parts until such time as it can be deemed surplus.

**ATTACHMENTS:**

1. photo





**CITY OF GAUTIER**  
**Consent Agenda Item #2**  
**Fact Sheet**

**Council Meeting:**  
**Title:**

**November 20, 2018**  
**Approval of minutes from Regular Council Meeting**  
**held November 6, 2018**

**Introduced by:**  
**Contact Person/Telephone**

**Cynthia Russell 497-8000 Ext. 302**

**Summary Explanation: Approval of minutes from Regular Council Meeting held November 6, 2018.**

**EXHIBITS FOR REVIEW**

|                                |                                     |
|--------------------------------|-------------------------------------|
| <b>Resolution</b>              | <input type="checkbox"/>            |
| <b>Ordinance</b>               | <input type="checkbox"/>            |
| <b>Contract/Agreement</b>      | <input type="checkbox"/>            |
| <b>Minutes</b>                 | <input checked="" type="checkbox"/> |
| <b>Plan Maps</b>               | <input type="checkbox"/>            |
| <b>Order</b>                   | <input type="checkbox"/>            |
| <b>Other</b>                   | <input type="checkbox"/>            |
| <b>Submittal Authorization</b> | <b>City Manager</b>                 |

**Staff Recommendation:**

**Approval**

|                        |                          |               |                          |               |                          |                |                          |                 |                          |
|------------------------|--------------------------|---------------|--------------------------|---------------|--------------------------|----------------|--------------------------|-----------------|--------------------------|
| <b>Motion Made by:</b> |                          |               |                          |               |                          |                |                          |                 |                          |
| <b>Torjusen</b>        | <input type="checkbox"/> | <b>Martin</b> | <input type="checkbox"/> | <b>George</b> | <input type="checkbox"/> | <b>Jackson</b> | <input type="checkbox"/> | <b>Vaughan</b>  | <input type="checkbox"/> |
|                        |                          |               |                          |               |                          |                |                          | <b>Anderson</b> | <input type="checkbox"/> |
|                        |                          |               |                          |               |                          |                |                          | <b>Colledge</b> | <input type="checkbox"/> |

|                        |                          |               |                          |               |                          |                |                          |                 |                          |
|------------------------|--------------------------|---------------|--------------------------|---------------|--------------------------|----------------|--------------------------|-----------------|--------------------------|
| <b>Second Made by:</b> |                          |               |                          |               |                          |                |                          |                 |                          |
| <b>Torjusen</b>        | <input type="checkbox"/> | <b>Martin</b> | <input type="checkbox"/> | <b>George</b> | <input type="checkbox"/> | <b>Jackson</b> | <input type="checkbox"/> | <b>Vaughan</b>  | <input type="checkbox"/> |
|                        |                          |               |                          |               |                          |                |                          | <b>Anderson</b> | <input type="checkbox"/> |
|                        |                          |               |                          |               |                          |                |                          | <b>Colledge</b> | <input type="checkbox"/> |

| <b>Voted as follows:</b> |                 | <b>Ayes</b>              | <b>Nays</b>              | <b>Abstained</b>         | <b>Absent</b>            |
|--------------------------|-----------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <b>Mayor</b>             | <b>Torjusen</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>At Large</b>          | <b>Martin</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 1</b>            | <b>George</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 2</b>            | <b>Jackson</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 3</b>            | <b>Vaughan</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 4</b>            | <b>Anderson</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 5</b>            | <b>Colledge</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**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 Regular Council Meeting held November 6, 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:**

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

**BLANK** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 20, 2018.

Tuesday  
November 6, 2018  
Gautier, Mississippi

**BE IT REMEMBERED THAT A REGULAR MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held November 6, 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; Cynthia Russell, City Clerk; Josh Danos, City Attorney and other concerned citizens.**

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

**IV. Presentation Agenda**

**V. Business Agenda**

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

|                          |                               |                          |                                                                 |                          |                                                    |                          |             |
|--------------------------|-------------------------------|--------------------------|-----------------------------------------------------------------|--------------------------|----------------------------------------------------|--------------------------|-------------|
| <input type="checkbox"/> | <b>STAFF<br/>PRESENTATION</b> | <input type="checkbox"/> | <b>PUBLIC<br/>QUESTIONS/COMMENTS<br/>(3 MINUTES PER PERSON)</b> | <input type="checkbox"/> | <b>MOTION<br/>COUNCIL<br/>DISCUSSION/QUESTIONS</b> | <input type="checkbox"/> | <b>VOTE</b> |
|--------------------------|-------------------------------|--------------------------|-----------------------------------------------------------------|--------------------------|----------------------------------------------------|--------------------------|-------------|

## 2. Approval of Docket of Claims

|                          |                       |                          |                                                        |                          |                                           |                          |      |
|--------------------------|-----------------------|--------------------------|--------------------------------------------------------|--------------------------|-------------------------------------------|--------------------------|------|
| <input type="checkbox"/> | STAFF<br>PRESENTATION | <input type="checkbox"/> | PUBLIC<br>QUESTIONS/COMMENTS<br>(3 MINUTES PER PERSON) | <input type="checkbox"/> | MOTION<br>COUNCIL<br>DISCUSSION/QUESTIONS | <input type="checkbox"/> | 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](http://www.gautier-ms.gov)

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

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Councilman Colledge made the motion to approve the agenda order with the following revisions:

1. Consent Agenda Item #1- Corrected Minutes for October 16<sup>th</sup>. On page 29, under Ayes, Councilman Colledge's name was misspelled.

Councilwoman Martin seconded the motion. The vote was carried unanimously.

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

### **Presentation**

1. Mayor Torjusen announced the 28<sup>th</sup> Annual Gautier Mullet and Music Festival presented an award to the City of Gautier as a presenting sponsor.
-

# 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 20<sup>th</sup> 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 HOSEMAN, 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 16<sup>th</sup> 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 HOSEMAN, 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!



## *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.



Councilwoman Martin made the motion to approve the Option To Purchase Real Estate Agreement between the City of Gautier and Mississippi Coast Sports Pavilion, LLC, 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 221-2018**

**WHEREAS**, the Option to Purchase Real Estate Agreement made and entered into on the 6<sup>th</sup> day of November, 2018, between the City of Gautier and Mississippi Coast Sports Pavilion, LLC.; and

**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 on the attached deed, marked as "Exhibit A"; and

**NOW THEREFORE**, Mississippi Coast Sports Pavilion, LLC., 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 of Gautier the option to purchase the Property on the terms hereinafter set forth; and

**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 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**

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

**Passed and Adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of 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 \_\_\_\_<sup>st</sup> 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

THE CITY OF GAUTIER

BY: \_\_\_\_\_  
NATALIE COLLE, Member

BY: \_\_\_\_\_  
PAULA YANCEY, City Manager

BY: \_\_\_\_\_  
WILLIAM TROUTMAN, Member

BY: \_\_\_\_\_  
ANGELA TROUTMAN, Member

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 \_\_\_\_\_

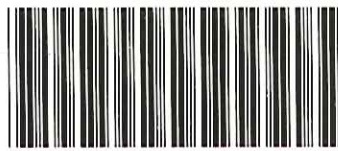
PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named Paula Yancey, who acknowledged to me that she is the City Manager of the City of Gautier, and in such capacity signed, sealed, delivered, and executed the above and foregoing instrument 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 22<sup>nd</sup> day of March, 2010.

TALLEY PROPERTIES, LLC

Cindy A. Talley  
By: CINDY A. TALLEY, manager

Joseph E. Talley  
By: JOSEPH E. TALLEY, manager

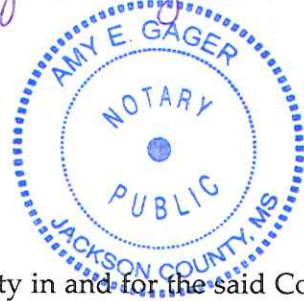
STATE OF MISSISSIPPI  
COUNTY OF JACKSON

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, on this 22<sup>nd</sup> 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 22<sup>nd</sup> day of March, 2010.

Amy E. Gager  
Notary Public

My Commission Expires: 7-29-11



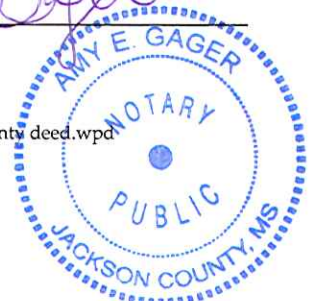
STATE OF MISSISSIPPI  
COUNTY OF JACKSON

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, on this 22<sup>nd</sup> 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 22<sup>nd</sup> day of March, 2010.

Amy E. Gager  
Notary Public

My Commission Expires: 7-29-11



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



Councilwoman Martin made the motion to approve the Docket of Claims, as presented, provided that all entries thereon are true, correct, properly entered, and not fraudulent. Councilman George seconded the motion. 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 222-2018**

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

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

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

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

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

**NAYS:**        **None**

---

**MAYOR**

**ATTEST:**

---

**CITY CLERK**

**Passed and Adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 6, 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               |

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  | 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 SERV            | 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               |

| Fund | Name of Claimant                   | Trans #               | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|------|------------------------------------|-----------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 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        |                      |
| 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       |                      |
| 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       |                      |
| 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        |                      |
| 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  | 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                |

| Fund | Name of Claimant              | Trans #                       | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|------|-------------------------------|-------------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 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               |



| 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         |                      |
| 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        |                      |

| 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       |                      |
| 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        |                      |
| 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     |                      |
| 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       |                      |
| 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        |                      |
| 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        |                      |
| 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                            | REMOV TREE CITY ESMT: TOWNSEND | 287          | 10/08/2018 | 190036       |              | 1,050.00     |                      |
|      | 001-201-698                            | REMOV PINE TREE: ISLAND VIEW   | 301          | 10/08/2018 | 190036       |              | 950.00       |                      |
|      | 001-201-698                            | REMOV TREE CITY ESMT: TOWNSEND | 315          | 10/25/2018 | 190092       |              | 1,250.00     |                      |
|      | 001-201-698                            | REMOV DEAD OAK: BOAT LAUNCH    | 329          | 10/25/2018 | 190092       |              | 900.00       |                      |

| 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                |           |
| 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 |

Docket of Claims

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## Docket of Claims

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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       |

| 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             |

| Fund                  | Name of Claimant                                       | Trans #                      | Release Date | Claim Date        | Claim Number       | Check Number | Claim Amount | Approved/Disapproved |
|-----------------------|--------------------------------------------------------|------------------------------|--------------|-------------------|--------------------|--------------|--------------|----------------------|
| 301                   | SEYMOUR ENGINEERING PLLC<br>Account Number 301-600-603 | 190235                       | 11/06/2018   | 10/31/2018        |                    |              | 2,500.00     |                      |
|                       |                                                        | Description<br>BIDDING PHASE |              | Invoice #<br>6820 | Date<br>10/26/2018 | P.O.         | Amount       |                      |
|                       |                                                        |                              |              |                   |                    |              |              | 2,500.00             |
| FUND TOTAL 301 Claims | to                                                     | Checks                       | 1 Total      | 2,500.00          | Manual             |              | Held         | Total 2,500.00       |

Release date from 11/06/2018 thru 11/06/2018

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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             |

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  | 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     |                      |
| 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       |                      |
| 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        |                      |
| 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       |                      |
| 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       |                      |
| 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       |                      |
| 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     |                      |
| 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       |                      |



| 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                |

| 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        |                      |
| 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       |                      |
| 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       |                      |
| 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           |

|                     |        |    |        |          |            |        |      |       |            |
|---------------------|--------|----|--------|----------|------------|--------|------|-------|------------|
| 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 |

Councilman Vaughan requested for Consent Agenda Item #1 to be pulled.

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Councilwoman Martin made the motion to approve Consent Agenda Items 2-9, 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 223-2018**

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 2-9 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**

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

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

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

**RESOLUTION NUMBER 060-2018**

**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 **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 6<sup>th</sup>, November, 2018.

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**MAYOR**

**ATTEST:**

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**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

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**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



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

**RESOLUTION NUMBER 061-2018**

**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:

| <u>ITEM</u>       | <u>INVENTORY NUMBER</u>   |
|-------------------|---------------------------|
| (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 **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 6<sup>th</sup>, November, 2018.

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**MAYOR**

**ATTEST:**

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**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

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

**ORDER NUMBER 224-2018**

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

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

**NAYS:**       **None**

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

**Passed and Adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of 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:**

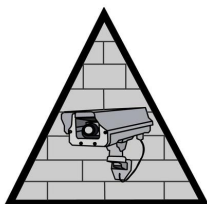
The Recreation Department recommends that City Council accept a proposal from Grand View Security, LLC in the amount of \$920.00 to provide security equipment and monitoring for Shepard State Park.

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

| <i>Description</i>                                        | <i>Unit Price</i> | <i>Quantity</i> | <i>Total</i> |
|-----------------------------------------------------------|-------------------|-----------------|--------------|
| <u>Alarm Kit (Board, Battery, Horn, Keypad, Motion)</u>   | \$199.00          | 1.00            | \$199.00     |
| <u>Alarm Wireless Contact</u><br>Door and window contacts | \$37.00           | 6.00            | \$222.00     |
| <u>Alarm Wireless Motion Detector</u>                     | \$50.00           | 2.00            | \$100.00     |
| <u>Alarm GSM AAM</u><br>Cellular communicator             | \$99.00           | 1.00            | \$99.00      |
| <u>Alarm Monitoring Plus</u><br>24/7 Alarm Monitoring     | \$300.00          | 1.00            | \$300.00     |

|                                    |                 |          |
|------------------------------------|-----------------|----------|
| City of Gautier Shepard State Park | <i>Subtotal</i> | \$920.00 |
|                                    | <i>Tax</i>      | \$0.00   |
|                                    | <i>Total</i>    | \$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

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

**ORDER NUMBER 225-2018**

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

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

**NAYS:**        **None**

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

**Passed and Adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of 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 statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(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                                                                   |
| <div style="border: 1px solid black; height: 40px; width: 100%;"></div> | <div style="border: 1px solid black; height: 20px; width: 100%;"></div> |
| APPLICANT ORGANIZATION                                                  | DATE SUBMITTED                                                          |
| <div style="border: 1px solid black; height: 20px; width: 100%;"></div> | <div style="border: 1px solid black; height: 20px; width: 100%;"></div> |

SF-424D (Rev. 7-97) Back

## 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:

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

**ORDER NUMBER 226-2018**

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

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

**NAYS:**        **None**

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

**Passed and Adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of 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

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**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
2. Consent Agenda Item 6 - Authorization to accept a Bulletproof Vest Partnership grant from the U.S. Department of Justice

## April Stennett

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**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](mailto:vests@usdoj.gov) or 1-877-758-3787.

Thank you

BVP Program Support Team  
Bureau of Justice Assistance

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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<br>Emergency<br>Replacement<br>Needs ⓘ | Number<br>of Stolen              | 0  |
|                                                  | or<br>Damaged                    |    |
|                                                  | Number<br>of Officer<br>Turnover | 0  |

APPLICATION DETAILS

| NIJ#            | Quantity | Unit<br>Price | Extended<br>Cost | Tax<br>Shipping<br>and<br>Handling | Total Cost  |
|-----------------|----------|---------------|------------------|------------------------------------|-------------|
| BA-2000S-SX02   | 17       | \$692.00      | \$11,764.00      | \$0.00                             | \$11,764.00 |
| Grand<br>Totals | 17       |               | \$11,764.00      | \$0.00                             | \$11,764.00 |

AWARD SUMMARY FOR FY2018 REGULAR FUND

| Funds<br>Type | Eligible<br>Amount | Award      | Date<br>Approved | Status   |
|---------------|--------------------|------------|------------------|----------|
| Regular       | \$11,764.00        | \$5,882.00 | 10/03/18         | Approved |

| Funds<br>Type    | Eligible<br>Amount | Award      | Date<br>Approved | Status |
|------------------|--------------------|------------|------------------|--------|
| Fund             |                    |            |                  | by BVP |
| Grand<br>Totals: | \$11,764.00        | \$5,882.00 |                  |        |

RETURN

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

**ORDER NUMBER 227-2018**

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

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

**NAYS:**       **None**

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

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

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**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 four hundred dollars and no/100 (\$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

GRANTOR

\_\_\_\_\_ day of \_\_\_\_\_ 2018, in the  
presence of:

By:

\_\_\_\_\_  
Notary Public

Title:

My Commission Expires:

Signed, sealed and delivered this the

OWNER

\_\_\_\_\_ day of \_\_\_\_\_ 2018, in the  
presence of:

By:

\_\_\_\_\_  
Notary Public

Title:

My Commission Expires:

Signed, sealed and delivered this the  
\_\_\_\_\_ day of September 2018, in the  
presence of:

\_\_\_\_\_  
Notary Public

“MPC”  
MISSISSIPPI POWER COMPANY

By:

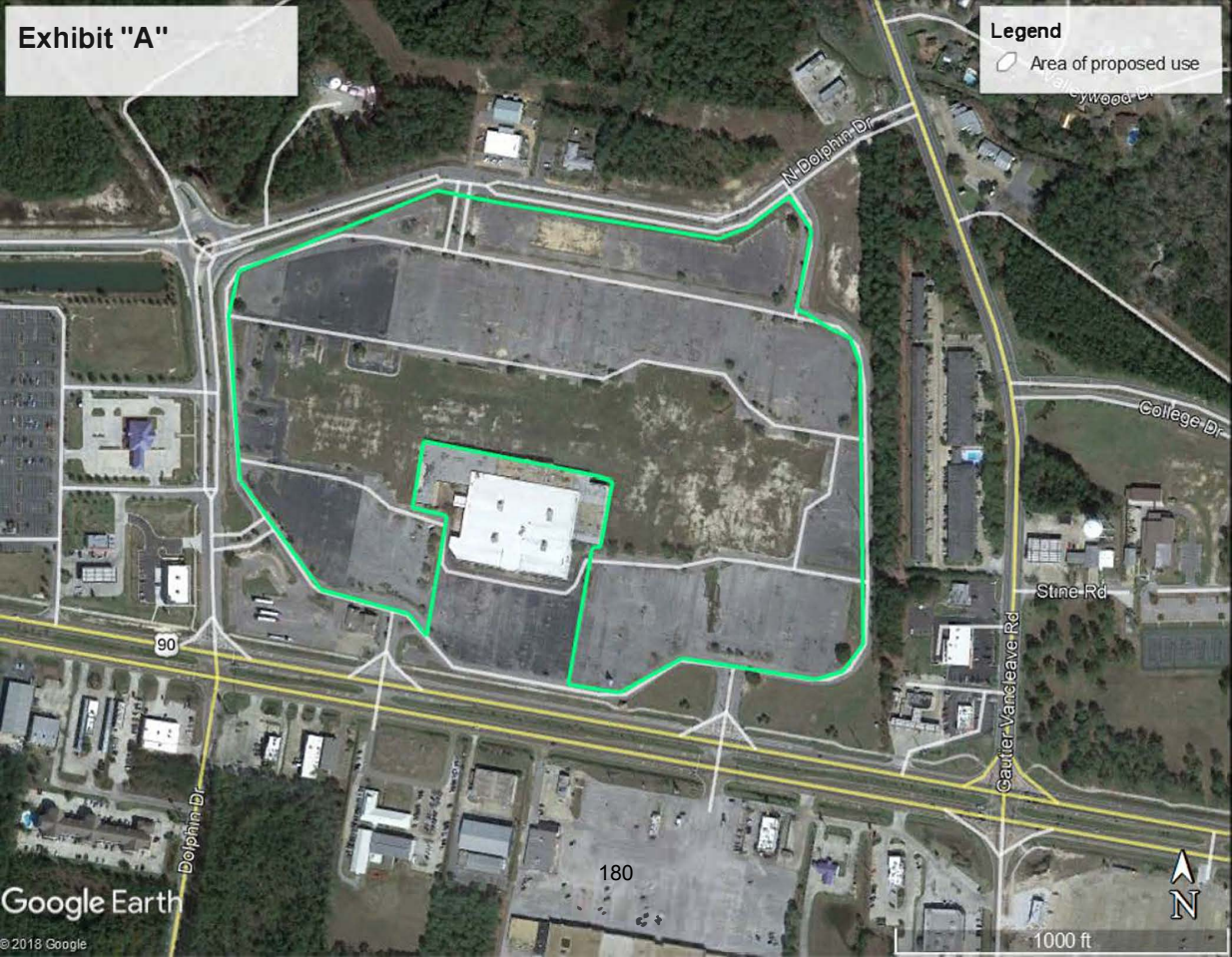
\_\_\_\_\_  
Title: Joshua L. Harrison, Real Estate Team  
Leader

My Commission Expires:

Exhibit "A"

**Legend**

 Area of proposed use





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

**ORDER NUMBER 228-2018**

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

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

**NAYS:**       **None**

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

**Passed and Adopted** by 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<br>FY 2018    | SEP 2018            | Balance             | 100.00%<br>% to date |
|------------------------------------------|----------------------|---------------------|---------------------|----------------------|
| <b>General Fund Revenues</b>             | <b>9,541,030.40</b>  | <b>9,872,440.96</b> | <b>(331,410.56)</b> | <b>103.4%</b>        |
| 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%                |
| <b>General Fund Expenditures</b>         | <b>10,016,389.40</b> | <b>9,661,072.54</b> | <b>355,316.86</b>   | <b>96.4%</b>         |
| <i>Total Operating Expenditures</i>      | <b>8,759,067.00</b>  | <b>8,420,860.04</b> | <b>338,206.96</b>   |                      |
| <i>Total Capital Outlay Expenditures</i> | <b>133,129.00</b>    | <b>116,021.20</b>   | <b>17,107.80</b>    |                      |
| <i>Total Debt Service</i>                | <b>63,976.00</b>     | <b>63,974.81</b>    | <b>1.19</b>         |                      |
| <i>Total Transfers Out</i>               | <b>1,060,217.40</b>  | <b>1,060,216.49</b> | <b>0.91</b>         |                      |
| <i>Total Unappropriated</i>              | <b>0.00</b>          | <b>0.00</b>         | <b>0.00</b>         |                      |
| <i>Check Total</i>                       | <b>10,016,389.40</b> | <b>9,661,072.54</b> | <b>355,316.86</b>   |                      |
| <i>Personnel</i>                         | <b>6,776,070.00</b>  | <b>6,663,019.46</b> | <b>113,050.54</b>   |                      |
| <i>Supplies</i>                          | <b>516,533.00</b>    | <b>421,769.73</b>   | <b>94,763.27</b>    |                      |
| <i>Other Services</i>                    | <b>1,466,464.00</b>  | <b>1,336,070.85</b> | <b>130,393.15</b>   |                      |
| <i>Capital Outlay</i>                    | <b>133,129.00</b>    | <b>116,021.20</b>   | <b>17,107.80</b>    |                      |
| <i>Debt Service</i>                      | <b>63,976.00</b>     | <b>63,974.81</b>    | <b>1.19</b>         |                      |
| <i>Interfund Transfers for DS</i>        | <b>1,060,217.40</b>  | <b>1,060,216.49</b> | <b>0.91</b>         |                      |
| <i>Unappropriated</i>                    | <b>0.00</b>          | <b>0.00</b>         | <b>0.00</b>         |                      |
| <i>Check Total</i>                       | <b>10,016,389.40</b> | <b>9,661,072.54</b> | <b>355,316.86</b>   |                      |

**SEPTEMBER 2018  
YEAR TO DATE TOTALS**

| <b>Special Funds</b>                           | <b>BUDGET<br/>FY 2018</b> | <b>As of<br/>SEP 2018</b> | <b>Balance</b> | <b>100.0%<br/>% to date</b> |
|------------------------------------------------|---------------------------|---------------------------|----------------|-----------------------------|
| <b>007 MS Dev 2.36M Katrina Bonds</b>          |                           |                           |                |                             |
| Revenues                                       | 279,279.00                | 279,228.75                | 50.25          | 99.9%                       |
| Expenditures                                   | 279,279.00                | 279,263.75                | 15.25          | 99.9%                       |
| <b>013 TE-Downtown Revitalization</b>          |                           |                           |                |                             |
| Revenues                                       | 42,797.54                 | 1,826.09                  | 40,971.45      | 4.2%                        |
| Expenditures                                   | 56,429.21                 | 56,429.21                 | 0.00           | 100.0%                      |
| <b>020 Allen Road Widening</b>                 |                           |                           |                |                             |
| Revenues                                       | 14,434.00                 | 14,433.34                 | 0.66           | 99.9%                       |
| Expenditures                                   | 46,324.00                 | 46,323.96                 | 0.04           | 99.9%                       |
| <b>029 MDOT Safe Routes to School</b>          |                           |                           |                |                             |
| Revenues                                       | 59,938.88                 | 27,915.12                 | 32,023.76      | 46.5%                       |
| Expenditures                                   | 23,380.33                 | 268.09                    | 23,112.24      | 1.1%                        |
| <b>030 MDAH 2014 Community Heritage</b>        |                           |                           |                |                             |
| Expenditures                                   | 1,508.00                  | 350.00                    | 1,158.00       | 23.2%                       |
| <b>050 MDMR City Park Boat Launch Imps</b>     |                           |                           |                |                             |
| Revenues                                       | 283,252.96                | 283,252.96                | 0.00           | 100.0%                      |
| Expenditures                                   | 192,416.43                | 192,416.43                | 0.00           | 100.0%                      |
| <b>128 Martin Bluff Road Project</b>           |                           |                           |                |                             |
| Expenditures                                   | 102,012.64                | 0.00                      | 102,012.64     |                             |
| <b>130 \$7M GO Bond - Capital Improvements</b> |                           |                           |                |                             |
| 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%                       |
| <b>157 US Justice Equitable Sharing</b>        |                           |                           |                |                             |
| Revenues                                       | 268,573.56                | 296,031.32                | (27,457.76)    | 110.2%                      |
| Expenditures                                   | 318,573.56                | 297,817.87                | 20,755.69      | 93.4%                       |
| <b>160 Fire Protection Fund</b>                |                           |                           |                |                             |
| Revenues                                       | 103,000.00                | 106,014.30                | (3,014.30)     | 102.9%                      |
| Expenditures                                   | 195,635.85                | 145,726.32                | 49,909.53      | 74.4%                       |
| <b>171 Combined Tidelands Grant</b>            |                           |                           |                |                             |
| Revenues                                       | 721,797.29                | 255,484.37                | 466,312.92     | 35.3%                       |
| Expenditures                                   | 640,264.74                | 212,541.08                | 427,723.66     | 33.1%                       |
| <b>172 Library Support Fund</b>                |                           |                           |                |                             |
| 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<br>FY 2018 | As of<br>SEP 2018 | Balance      | 100.0%<br>% to date |
|-------------------------------------------------|-------------------|-------------------|--------------|---------------------|
| <b>176 Shepard State Park</b>                   |                   |                   |              |                     |
| Revenues                                        | 99,500.00         | 132,733.06        | (33,233.06)  | 133.4%              |
| Expenditures                                    | 134,623.00        | 118,303.72        | 16,319.28    | 87.8%               |
| <b>250 2018 W&amp;S Bond Debt Service</b>       |                   |                   |              |                     |
| Revenues                                        | 82,500.00         | 82,542.65         | (42.65)      | 100.0%              |
| Expenditures                                    | 82,500.00         | 0.00              | 82,500.00    |                     |
| <b>251 2018 W&amp;S Bond Debt Serv Reserve</b>  |                   |                   |              |                     |
| Revenues                                        | 306,700.00        | 306,921.37        | (221.37)     | 100.0%              |
| Expenditures                                    | 306,700.00        | 0.00              | 306,700.00   |                     |
| <b>300 USDA-NRCS EWP</b>                        |                   |                   |              |                     |
| Revenues                                        | 486,453.00        | 0.00              | 486,453.00   |                     |
| Expenditures                                    | 664,840.00        | 306,216.32        | 358,623.68   | 46.0%               |
| <b>301 Pine Cone Drive Spillway</b>             |                   |                   |              |                     |
| Revenues                                        | 175,725.60        | 175,725.60        | 0.00         | 100.0%              |
| Expenditures                                    | 175,725.60        | 11,200.00         | 164,525.60   | 6.3%                |
| <b>302 Robert Hiram Bridge Sheet Pile Wall</b>  |                   |                   |              |                     |
| Revenues                                        | 81,781.71         | 81,781.71         | 0.00         | 100.0%              |
| Expenditures                                    | 81,781.71         | 5,520.00          | 76,261.71    | 6.7%                |
| <b>303 MDOT-TA Grant: Martin Bluff Sidewalk</b> |                   |                   |              |                     |
| Revenues                                        | 1,060,348.40      | 481,564.40        | 578,784.00   | 45.4%               |
| Expenditures                                    | 1,060,348.40      | 0.00              | 1,060,348.40 |                     |
| <b>350 Elevated Water Tank</b>                  |                   |                   |              |                     |
| 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%                |
| <b>351 Bemis Sewer Project</b>                  |                   |                   |              |                     |
| Revenues                                        | 1,200,000.00      | 0.00              | 1,200,000.00 |                     |
| Expenditures                                    | 1,200,000.00      | 0.00              | 1,200,000.00 |                     |
| <b>352 2018 Bond General Construction/Admin</b> |                   |                   |              |                     |
| 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%               |
| <b>404 Solid Waste Fund</b>                     |                   |                   |              |                     |
| 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%               |
| <b>409 EPA: Brownfields Assessment</b>          |                   |                   |              |                     |
| Revenues                                        | 0.00              | 0.00              | 0.00         |                     |
| Expenditures                                    | 0.00              | 0.00              | 0.00         |                     |

**SEPTEMBER 2018  
YEAR TO DATE TOTALS**

***Special Funds***

|                                         | BUDGET<br>FY 2018 | As of<br>SEP 2018 | Balance    | 100.0%<br>% to date |
|-----------------------------------------|-------------------|-------------------|------------|---------------------|
| <b>421 MSB - Water Ionization Plant</b> |                   |                   |            |                     |
| Expenditures                            | 55,131.74         | 4,544.22          | 50,587.52  | 8.2%                |
| <b>495 DS Reserve Fund: 2012 Bond</b>   |                   |                   |            |                     |
| Revenues                                | 1,000.00          | 2,341.69          | (1,341.69) | 234.1%              |
| <b>497 DS Fund: 2013 SO Bond</b>        |                   |                   |            |                     |
| Revenues                                | 0.00              | 3,044.56          | (3,044.56) |                     |
| Expenditures                            | 0.00              | 1,257.62          | (1,257.62) |                     |
| <b>602 DS Fund: 2012 Bond Refinance</b> |                   |                   |            |                     |
| 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)**

|                                          | <b>BUDGET<br/>FY 2018</b> | <b>SEP 2018</b>         | <b>Balance</b>        | <b>100.00%<br/>% to date</b> |
|------------------------------------------|---------------------------|-------------------------|-----------------------|------------------------------|
| <b>Utility Fund Revenues</b>             | <b>8,959,318.00</b>       | <b>9,319,963.28</b>     | <b>(360,645.28)</b>   | <b>104.0%</b>                |
| 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            |                              |
| <b>Utility Fund Expenditures</b>         | <b>8,989,844.00</b>       | <b>8,597,336.89</b>     | <b>392,507.11</b>     | <b>95.6%</b>                 |
| <br><i>Total Operating Expenditures</i>  | <br><i>5,625,660.00</i>   | <br><i>5,444,409.99</i> | <br><i>181,250.01</i> |                              |
| <i>Total Capital Outlay Expenditures</i> | <i>69,000.00</i>          | <i>60,140.65</i>        | <i>8,859.35</i>       |                              |
| <i>Total Debt Service</i>                | <i>2,476,684.00</i>       | <i>2,474,286.25</i>     | <i>2,397.75</i>       |                              |
| <i>Total Interfund Transfers</i>         | <i>618,500.00</i>         | <i>618,500.00</i>       | <i>0.00</i>           |                              |
| <i>Total Contingency Expenditures</i>    | <i>200,000.00</i>         | <i>0.00</i>             | <i>200,000.00</i>     |                              |
| <i>Check Total</i>                       | <i>8,989,844.00</i>       | <i>8,597,336.89</i>     | <i>392,507.11</i>     |                              |
| <br><i>Personnel</i>                     | <br><i>221,133.00</i>     | <br><i>221,034.03</i>   | <br><i>98.97</i>      |                              |
| <i>Supplies</i>                          | <i>330,000.00</i>         | <i>224,328.37</i>       | <i>105,671.63</i>     |                              |
| <i>Other Services</i>                    | <i>5,074,527.00</i>       | <i>4,999,047.59</i>     | <i>75,479.41</i>      |                              |
| <i>Capital Outlay</i>                    | <i>69,000.00</i>          | <i>60,140.65</i>        | <i>8,859.35</i>       |                              |
| <i>Debt Service</i>                      | <i>2,476,684.00</i>       | <i>2,474,286.25</i>     | <i>2,397.75</i>       |                              |
| <i>Interfund Transfers</i>               | <i>618,500.00</i>         | <i>618,500.00</i>       | <i>0.00</i>           |                              |
| <i>Contingencies</i>                     | <i>200,000.00</i>         | <i>0.00</i>             | <i>200,000.00</i>     |                              |
| <i>Check Total</i>                       | <i>8,989,844.00</i>       | <i>8,597,336.89</i>     | <i>392,507.11</i>     |                              |



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

**ORDER NUMBER 229-2018**

**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 **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 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.



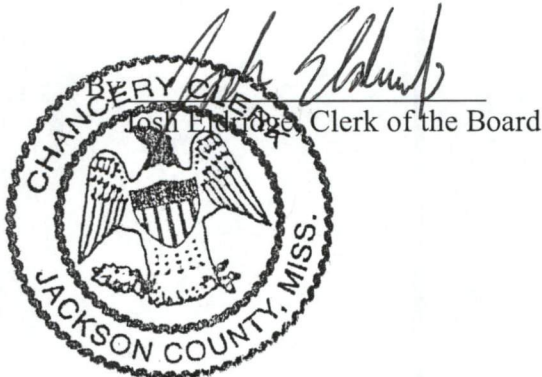
- I) APPROVAL OF AGREEMENT. This Agreement must be ratified and approved by the respective governing authorities prior to initiation, and this Agreement is expressly subject to the approval by the Attorney General of the State of Mississippi as required by Section 17-13-11, Mississippi Code of 1972, 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  
Randy Bosarge, President

ATTESTED:



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

Councilman Vaughan made the motion to approve the minutes from recessed meeting held October 16, 2018 with the addition on pg. 97, by adding, "the vote was carried unanimously," after the motion had been made and seconded. 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 230-2018**

**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 **Councilman Vaughan** 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**

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**MAYOR**

**ATTEST:**

---

**CITY CLERK**



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

**Councilman Vaughan** made the motion to recess until November 20, 2018 at 6:30 PM.  
**Councilwoman Martin** seconded the motion. The vote was carried unanimously.

**APPROVED BY:**

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

Submitted for approval of the Mayor and Members of the Council of the City of  
Gautier, Mississippi, at the meeting of November 20, 2018.

**CITY OF GAUTIER**  
**Consent Agenda Item #3**  
**Fact Sheet**

**Council Meeting:**  
**Title:**

**November 20, 2018**  
**Receive October 2018 Privilege License Report**

**Introduced by:**  
**Contact Person/Telephone**

**Cynthia Russell 497-8000 ext. 302**

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**Summary Explanation: Receive October 2018 Privilege License Report.**

**EXHIBITS FOR REVIEW**

|                                |                                     |
|--------------------------------|-------------------------------------|
| <b>Resolution</b>              | <input type="checkbox"/>            |
| <b>Ordinance</b>               | <input type="checkbox"/>            |
| <b>Contract</b>                | <input type="checkbox"/>            |
| <b>Minutes</b>                 | <input type="checkbox"/>            |
| <b>Plan Maps</b>               | <input type="checkbox"/>            |
| <b>Order</b>                   | <input checked="" type="checkbox"/> |
| <b>Other</b>                   | <input type="checkbox"/>            |
| <b>Submittal Authorization</b> | <b>City Manager</b>                 |

**Staff Recommendation:**  
**Approval**

**Motion Made by:**

|                 |                          |               |                          |               |                          |                |                          |                |                          |                 |                          |                 |                          |
|-----------------|--------------------------|---------------|--------------------------|---------------|--------------------------|----------------|--------------------------|----------------|--------------------------|-----------------|--------------------------|-----------------|--------------------------|
| <b>Torjusen</b> | <input type="checkbox"/> | <b>Martin</b> | <input type="checkbox"/> | <b>George</b> | <input type="checkbox"/> | <b>Jackson</b> | <input type="checkbox"/> | <b>Vaughan</b> | <input type="checkbox"/> | <b>Anderson</b> | <input type="checkbox"/> | <b>Colledge</b> | <input type="checkbox"/> |
|-----------------|--------------------------|---------------|--------------------------|---------------|--------------------------|----------------|--------------------------|----------------|--------------------------|-----------------|--------------------------|-----------------|--------------------------|

**Second Made by:**

|                 |                          |               |                          |               |                          |                |                          |                |                          |                 |                          |                 |                          |
|-----------------|--------------------------|---------------|--------------------------|---------------|--------------------------|----------------|--------------------------|----------------|--------------------------|-----------------|--------------------------|-----------------|--------------------------|
| <b>Torjusen</b> | <input type="checkbox"/> | <b>Martin</b> | <input type="checkbox"/> | <b>George</b> | <input type="checkbox"/> | <b>Jackson</b> | <input type="checkbox"/> | <b>Vaughan</b> | <input type="checkbox"/> | <b>Anderson</b> | <input type="checkbox"/> | <b>Colledge</b> | <input type="checkbox"/> |
|-----------------|--------------------------|---------------|--------------------------|---------------|--------------------------|----------------|--------------------------|----------------|--------------------------|-----------------|--------------------------|-----------------|--------------------------|

| <b>Voted as follows:</b> |                 | <b>Ayes</b>              | <b>Nays</b>              | <b>Abstained</b>         | <b>Absent</b>            |
|--------------------------|-----------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <b>Mayor</b>             | <b>Torjusen</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>At Large</b>          | <b>Martin</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 1</b>            | <b>George</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 2</b>            | <b>Jackson</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 3</b>            | <b>Vaughan</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 4</b>            | <b>Anderson</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 5</b>            | <b>Colledge</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**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. 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 October 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:**

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**MAYOR**

**ATTEST:**

---

**CITY CLERK**

**BLANK** by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 20, 2018.

|                 |                  |                                    |               |               |
|-----------------|------------------|------------------------------------|---------------|---------------|
|                 |                  | <b>City of Gautier</b>             |               |               |
|                 |                  | <b>Business Registry</b>           |               |               |
|                 |                  | <b>October 2018</b>                |               |               |
| <u>ACCOUNT#</u> | <u>LICENSE #</u> | <u>BUSINESS NAME/OWNER</u>         | <u>AMOUNT</u> | <u>STATUS</u> |
| 1383            | 2019-09-0006048  | B&D Plastics LLC                   | \$165.00      | Delinquent    |
| 1385            | 2019-09-0006049  | Beles on the Bayou                 | \$49.50       | Delinquent    |
| 42              | 2019-10-0006050  | Merchants & Marine Bank            | \$30.00       | Current       |
| 941             | 2019-10-0006051  | Victory Chiropractic               | \$20.00       | Current       |
| 791             | 2019-09-0006052  | Walgreens                          | \$580.00      | Delinquent    |
| 30              | 2019-10-0006053  | Huck's Cove                        | \$51.00       | Current       |
| 32              | 2019-10-0006056  | Indian Point RV Resort             | \$30.00       | Current       |
| 8               | 2019-10-0006057  | Burger King                        | \$30.00       | Current       |
| 62              | 2019-10-0006058  | Town and Country Vet               | \$30.00       | Current       |
| 1505            | 2019-10-0006059  | Kay Lynn Salon                     | \$20.00       | New           |
| 857             | 2019-08-0006060  | All God's Children Learning Center | \$33.30       | Delinquent    |
| 20              | 2019-10-0006061  | First Federal                      | \$30.00       | Current       |
| 1234            | 2019-10-0006062  | Shoe Show                          | \$122.50      | Current       |
| 876             | 2019-10-0006063  | Redbox                             | \$90.00       | Current       |
| 7               | 2019-10-0006064  | Auto Truck & Trailer Parts LLC     | \$20.00       | Current       |
| 27              | 2019-10-0006065  | Hardee's                           | \$36.00       | Current       |
| 534             | 2019-09-0006066  | Belk, Inc. 673                     | \$2,024.00    | Delinquent    |
| 61              | 2019-10-0006067  | Ashley Chang                       | \$150.00      | Current       |
| 26              | 2019-10-0006068  | Whitney Bank                       | \$30.00       | Current       |
| 50              | 2019-10-0006069  | Shanghai Restaurant                | \$35.00       | Current       |
| 19              | 2019-10-0006070  | Southern Oil Company               | \$40.00       | Current       |
| 1185            | 2019-10-0006071  | Aztecas                            | \$60.00       | Current       |
| 53              | 2019-10-0006072  | Sioux Bayou Arms, LLC              | \$20.00       | Current       |
| 242             | 2019-01-0006073  | B Unique Barber Shop               | \$23.60       | Delinquent    |
| 1506            | 2019-10-0006074  | HII Family Vision Center           | \$20.00       | New           |
| 878             | Closed           | Pearson Builders                   | \$0.00        | Closed        |
| 1177            | 2019-10-0006075  | Firestone of Gautier               | \$20.00       | Current       |
| 1507            | 2019-10-0006076  | The MRI Center                     | \$30.00       | New           |

|      |                 |                               |            |            |
|------|-----------------|-------------------------------|------------|------------|
| 1226 | 2019-08-0006077 | Preventative Medicine         | \$20.00    | Delinquent |
| 1384 | 2019-09-0006078 | Just Relax Theraputic Massage | \$22.00    | Delinquent |
| 1284 | 2019-10-0006079 | Clark's Attic                 | \$20.00    | Current    |
| 870  | 2019-09-0006080 | O'Reilly Auto Parts           | \$150.00   | Delinquent |
| 1011 | 2019-09-0006081 | DRM Homes, LLC                | \$22.00    | Delinquent |
| 1337 | 2019-10-0006082 | World Construction Inc        | \$20.00    | Current    |
| 54   | 2019-10-0006083 | Spa & Tub Manufacturing       | \$32.50    | Current    |
| 63   | 2019-10-0006084 | Waffle House Inc              | \$60.00    | Current    |
| 52   | 2019-10-0006085 | Singing River Grocery         | \$40.00    | Current    |
| 88   | 2019-11-0006086 | Barbara Harvey, Attorney      | \$20.00    | Current    |
|      |                 | <b>Total:</b>                 | \$4,196.40 |            |
|      |                 |                               |            |            |
|      |                 | New Business                  | 3          |            |
|      |                 | Slot Amusement                | 0          |            |
|      |                 | Due Refund                    | 0          |            |
|      |                 | Transient Vendor              | 0          |            |
|      |                 | Closed Business               | 1          |            |
|      |                 | Delinquent Renewals Issued    | 10         |            |

**CITY OF GAUTIER  
Consent Agenda Item #4  
Fact Sheet**

**Council Meeting:**  
**Title:**

**November 20, 2018**  
**Authorization to enter into a Professional Services Agreement with Wright, Ward, Hatten & Guel**

**Introduced by:**  
**Contact Person/Telephone**

**City Manager 497-8000 ext. 306**

**Summary Explanation: Authorization to enter into a Professional Services Agreement with Wright, Ward, Hatten & Guel to audit the financial statements of the City of Gautier for the year ended September 30, 2018. The fee estimate for these services will be \$28,000.00 and is expected to begin on approximately March 15, 2019.**

**EXHIBITS FOR REVIEW**

|                                |                                     |
|--------------------------------|-------------------------------------|
| <b>Resolution</b>              | <input type="checkbox"/>            |
| <b>Ordinance</b>               | <input type="checkbox"/>            |
| <b>Contract</b>                | <input checked="" type="checkbox"/> |
| <b>Minutes</b>                 | <input type="checkbox"/>            |
| <b>Plan Maps</b>               | <input type="checkbox"/>            |
| <b>Order</b>                   | <input checked="" type="checkbox"/> |
| <b>Other</b>                   | <input type="checkbox"/>            |
| <b>Submittal Authorization</b> | <b>City Manager</b>                 |

**Staff Recommendation:**

**Approval**

**Motion Made by:**

**Torjusen** ☐ **Martin** ☐ **George** ☐ **Jackson** ☐ **Vaughan** ☐ **Anderson** ☐ **Colledge** ☐

**Second Made by:**

**Torjusen** ☐ **Martin** ☐ **George** ☐ **Jackson** ☐ **Vaughan** ☐ **Anderson** ☐ **Colledge** ☐

| <b>Voted as follows:</b> |                 | <b>Ayes</b>              | <b>Nays</b>              | <b>Abstained</b>         | <b>Absent</b>            |
|--------------------------|-----------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <b>Mayor</b>             | <b>Torjusen</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>At Large</b>          | <b>Martin</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 1</b>            | <b>George</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 2</b>            | <b>Jackson</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 3</b>            | <b>Vaughan</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 4</b>            | <b>Anderson</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 5</b>            | <b>Colledge</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**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 governing authorities of every municipality in the state shall have their books audited annually, prior to the close of the net succeeding fiscal year, either by a competent accountant approved by the State Auditor or by a certified public accountant in accordance with Miss Code Ann. § 21-35-31; and

**WHEREAS**, the firm of Wright, Ward, Hatten & Guel employs certified public accountants, and has proposed to perform these services for an estimated \$28,000.00, with work to begin on approximately March 15, 2019;

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Professional Services Agreement with Wright, Ward, Hatten & Guel to audit the financial statements of the City of Gautier for the year ended September 30, 2018 is hereby authorized.

**IT IS FURTHER ORDERED** that the proposed audit will include the audit of all funds in accordance with government auditing standards prescribed by the United States General Accounting Office (GAO) and the corresponding Yellow Book standards and requirements and the Office of the State Auditor (OSA) guidelines, including Mississippi State Law and Regulations, and the Single Audit Act, as delineated in OMB Circular A-133.

**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 20, 2018.

# WRIGHT, WARD, HATTEN & GUEL

PROFESSIONAL LIMITED LIABILITY COMPANY

(SUCCESSORS TO A. L. EVANS & COMPANY ESTABLISHED 1929)

*Certified Public Accountants*

HANCOCK BANK BUILDING

2510 - 14TH STREET

P.O. BOX 129

GULFPORT, MISSISSIPPI 39502

MICHAEL E. GUEL, CPA, CVA, PFS, CFP®, CFE  
SANDE W. HENTGES, CPA, CFE

CHRIS TAYLOR, CPA  
CHARLENE KERKOW, CPA

## MEMBERS

AMERICAN INSTITUTE OF CPAS  
MISSISSIPPI SOCIETY OF CPAS

TELEPHONE (228) 863-6501 FAX  
NUMBER (228) 863-6544  
EMAIL: OFFICE@WWHGCPA.COM

November 12, 2018

To City Council and City Management  
City of Gautier, Mississippi

We are pleased to confirm our understanding of the services we are to provide the City of Gautier, Mississippi for the year ended September 30, 2018. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City of Gautier, Mississippi as of and for the year ended September 30, 2018. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Gautier, Mississippi's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Gautier, Mississippi's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

### 1) Management's Discussion and Analysis.

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Gautier, Mississippi's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

### 1) Schedule of expenditures of federal awards.

## Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform*

*Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).*

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the mayor and city council of the City of Gautier, Mississippi. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

#### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

## **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

## **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Gautier, Mississippi's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Gautier, Mississippi's major programs. The purpose of these procedures will be to express an opinion on the City of Gautier, Mississippi's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

## **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City of Gautier, Mississippi in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

## **Management Responsibilities**

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to [include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements,

performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to city council; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Wright, Ward, Hatten & Guel and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the City's oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Wright, Ward, Hatten & Guel personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

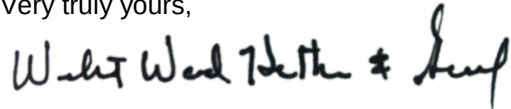
The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Oversight Agency for Audit. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately March 15, 2019 and to issue our reports no later than June 30, 2019. Sande Hentges, CPA, CFE is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee estimate for these services will be \$28,000. The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the City of Gautier, Mississippi and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

A handwritten signature in black ink, appearing to read "Walt Woodworth & Son".

RESPONSE:

This letter correctly sets forth the understanding of the City of Gautier, Mississippi.

Management signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Governance signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**CITY OF GAUTIER**  
**Consent Agenda Item #5**  
**Fact Sheet**

**Council Meeting:**  
**Title:**

**November 20, 2018**  
**Authorization to enter into a Contract Agreement with**  
**Pyro Shows**

**Introduced by:**  
**Contact Person/Telephone**

**Chassity Bilbo 497-8000**

---

**Summary Explanation: Authorization to enter into a Contract Agreement with Pyro Shows in the amount of \$8,000 for a fireworks show at the City's Annual Lights and Lagniappe on the Bayou.**

**EXHIBITS FOR REVIEW**

|                                |                                     |
|--------------------------------|-------------------------------------|
| <b>Resolution</b>              | <input type="checkbox"/>            |
| <b>Ordinance</b>               | <input type="checkbox"/>            |
| <b>Contract/Agreement</b>      | <input checked="" type="checkbox"/> |
| <b>Minutes</b>                 | <input type="checkbox"/>            |
| <b>Plan Maps</b>               | <input type="checkbox"/>            |
| <b>Order</b>                   | <input checked="" type="checkbox"/> |
| <b>Other</b>                   | <input type="checkbox"/>            |
| <b>Submittal Authorization</b> | <b>City Manager</b>                 |

**Staff Recommendation:**

**Approval**

|                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <b>Motion Made by:</b>   |                          |                          |                          |                          |                          |                          |                          |                          |                          |
| <b>Torjusen</b>          | <input type="checkbox"/> | <b>Martin</b>            | <input type="checkbox"/> | <b>George</b>            | <input type="checkbox"/> | <b>Jackson</b>           | <input type="checkbox"/> | <b>Vaughan</b>           | <input type="checkbox"/> |
| <input type="checkbox"/> |                          | <input type="checkbox"/> |                          | <input type="checkbox"/> |                          | <input type="checkbox"/> |                          | <input type="checkbox"/> |                          |

|                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <b>Second Made by:</b>   |                          |                          |                          |                          |                          |                          |                          |                          |                          |
| <b>Torjusen</b>          | <input type="checkbox"/> | <b>Martin</b>            | <input type="checkbox"/> | <b>George</b>            | <input type="checkbox"/> | <b>Jackson</b>           | <input type="checkbox"/> | <b>Vaughan</b>           | <input type="checkbox"/> |
| <input type="checkbox"/> |                          | <input type="checkbox"/> |                          | <input type="checkbox"/> |                          | <input type="checkbox"/> |                          | <input type="checkbox"/> |                          |

| <b>Voted as follows:</b> |                 | <b>Ayes</b>              | <b>Nays</b>              | <b>Abstained</b>         | <b>Absent</b>            |
|--------------------------|-----------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <b>Mayor</b>             | <b>Torjusen</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>At Large</b>          | <b>Martin</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 1</b>            | <b>George</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 2</b>            | <b>Jackson</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 3</b>            | <b>Vaughan</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 4</b>            | <b>Anderson</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 5</b>            | <b>Colledge</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**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 City of Gautier will host its annual Lights and Lagniappe on the Bayou on December 1st at 3:00pm – 8:00 pm at Gautier City Hall; and

**WHEREAS**, the City desires to have fireworks entertainment at the event, as it has in past years; and

**WHEREAS**, Pyro Shows has offered to perform this entertainment for a price of \$8,000.00 pursuant to the attached contract; and

**WHEREAS**, Pyro Shows intends to present a fireworks show titled “Christmas Light the Night”; and

**WHEREAS**, the City of Gautier has obtained a donor to cover the \$8,000 cost to of the show; and

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the contract agreement with Pyro Shows is hereby approved and 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 20, 2018.

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Paula Yancey, City Manager  
**From:** Chassity Bilbo, Recreation Director  
**Date:** 11/13/2018  
**Subject:** Approval of a Contract Agreement with Pyro Shows

---

**REQUEST:**

The Recreation Department requests City Council authorization to enter into a contract agreement with Pyro Shows in the amount of \$8,000 for the City's Annual Lights and Lagniappe on the Bayou.

**BACKGROUND:**

The City of Gautier will host its annual Lights and Lagniappe on the Bayou on December 1st 3:00 p.m. - 8:00 p.m. at Gautier City Hall. This year's festival will include a Fireworks Show presented by Pyro Shows titled "Christmas Light the Night". The City has obtained a donor to cover the cost of the show.

Festivities this year includes pet parade, Elf on the Bayou, appearances by Rudolph and the Grinch, fireworks show, pet adoptions, children's craft area, pictures with Santa, winter wonderland snow party, outdoor movie the Santa Clause 3, dance performances by Creative Dance, the Pascagoula- Gautier School District Choir spreading holiday cheer, and the Annual Tree Lighting Ceremony.

**DISCUSSION:**

Pyro Shows has been providing fireworks entertainment throughout the world for almost half a century. From Stockholm, Sweden, to San Sebastian, Spain, and from Abu Dhabi in the UAE, to Taipei, Taiwan, Pyro Shows has competed in some of the most prestigious international competitions. Pyro Shows won first place in the North American Fireworks Competition in Norfolk, Virginia, and has had the honor to provide the 4th of July fireworks at the Washington Monument in Washington, D.C. for 13 times since 1995.

Pyro Shows currently provides fireworks for the Biloxi Shuckers, Scarlet Pearl Casino, and Mississippi State University.

**RECOMMENDATION:**

The Recreation Department recommends that City approve a Contract Agreement with Pyro Shows in the amount of \$8,000.

City Council May:

1. Approve a Contract Agreement with Pyro Shows in the amount of \$8,000.
2. Not approve a Contract Agreement with Pyro Shows in the amount of \$8,000.

**ATTACHMENTS:**

1. Proposal -Gautier, City of 12-1-2018
2. PYROI SHOWS Contract

# **CITY OF GAUTIER**

# **“CHRISTMAS LIGHT THE NIGHT”**

# **CELEBRATION**

December 1, 2018



CUSTOM PROPOSAL  
18-MS-12-01-C-8000-000646

PRESENTED TO:

**The City of Gautier  
3330 Highway 90  
Gautier, MS 39553**

For

**"Christmas Light the Night"**  
December 1, 2018  
\$8,000.00

By

**PYRO SHOWS**  
P.O. Box 1776  
115 North 1<sup>st</sup> Street  
LaFollette, Tennessee  
800-662-1331



Pyro Shows is pleased to present the following customized fireworks proposal to the **City of Gautier, Mississippi for "Christmas Light the Night"**.

At Pyro Shows, our mission is to provide an *EPIC* fireworks event to excite and delight your audience while attracting a larger number of spectators to your venue!

Pyro Shows places great emphasis on product value, quality, and performance. Our dedicated diligence behind the scenes ensures the outstanding results that we love to provide.

Enjoy reviewing this proposal and remember, "customization" is the key. We will be happy to make adjustments to the proposal to achieve your vision of the show.

Thank you for the opportunity for having Pyro Shows as part of your special event. We look forward to hearing from you.

# PROPOSAL

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Event: "Christmas Light the Night Celebration"  
Program Cost: \$8,000.00  
Program Date: December 1, 2018  
Length of Show: 15 Minutes  
Program Time: TBD  
Music: TBD

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## Included Services

All permitting processing and fees required by the City and/or State.  
All Pyrotechnician labor (trained in safety, licensed in pyrotechnics and insured by Pyro Shows).

### Insurance Liability Coverages:

|                      |                 |
|----------------------|-----------------|
| General Liability    | \$10,000,000.00 |
| Automobile Liability | \$10,000,000.00 |

### Insurance Agency:

Britton-Gallagher and Associates  
1375 E. 9<sup>th</sup> Street, 30<sup>th</sup> Floor  
Cleveland, OH 44114

### Workers Compensation:

Full coverage as required by State and Federal law, including United States Longshoreman and Harbormaster coverage.

### Compliance:

Pyro Shows adheres to the following regulatory requirements:

- BATFE – Bureau Alcohol, Tobacco, Firearms & Explosives
- FAA – Federal Aviation Administration
- NFPA 1123, 1124
- U.S. Coast Guard



# BEFORE WE GET TO THE DETAILS...

Here is an idea of what you'll see on the next pages for the custom fireworks show that we've designed for your venue. Because a fireworks show is impossible to see on paper, here is a breakdown to spark your imagination:

## LOW LEVEL PRESENTATION

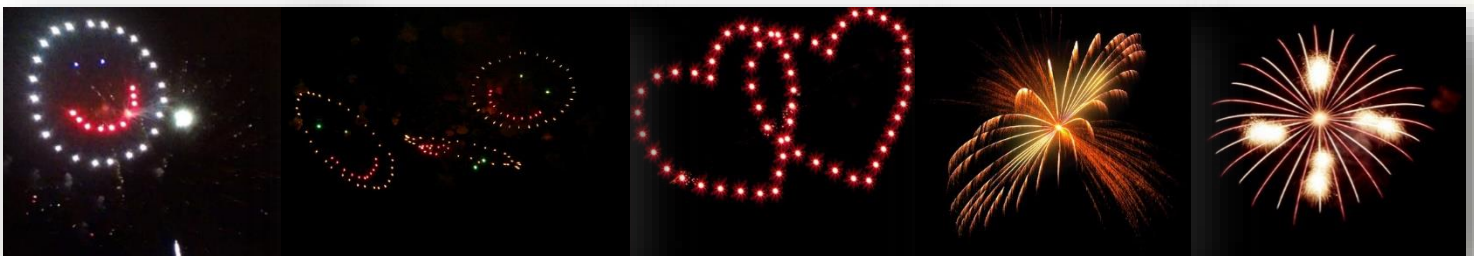
The terminology "Low Level" is our way of explaining the portion of the show where the fireworks are designed for their effect to be seen beginning at ground-level and reaching an altitude of up to 150 feet.

## MAIN BODY

The Main Body of your fireworks show will fill the sky with a variety of sparkling colors and shapes. The fireworks will layer at different heights adding several visual perspectives for your audience. The main body is where we like to get creative using the full range of shell varieties featuring a combination of superior shells that will provide exciting and lively effects.

## PATTERN SHELLS

Ahhh, Pattern Shells. The world of fireworks would never be the same without them. A crowd-pleasing favorite! Smiley faces and hearts are among the most popular, but we don't stop there! Our pattern shell inventory includes wagon wheels, diamonds, butterflies, and more!! Keep an eye out for some familiar shapes during the main body of your show.



## GRAND FINALE

The Grand Finale! It's what puts an *EPIC* exclamation on the show and it's the most intense part of the display! A variety of shell sizes will transform the sky into a massive mountain of color. As the grand finale progresses, a gradual shift will occur from color to thundering booms. The closing moments will feature an earth-shaking barrage of salutes ending with a flight of towering brocade gold chrysanthemums.

# Low Level Effects

The **Popping Flower** launched from one 150-shot firing position. The Popping Flower produces comets that erupt into beautiful bouquets of smaller aerial bursts. The initial comets are emitted in a fan shape erupting 150 feet in the air. The final eruptions give a crowd pleasing crackling sound. This cake is a favorite that last 30 seconds.

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**Oriental Thunder** fires 200-Shots of red, green, and blue comets that culminate with the staccato report of titanium salutes.

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The **Brocade Crown** is by far the most popular low level presentation firework that Pyro Shows offers. Everyone loves the vertical and angled launch of this beautiful falling willow in sparkling gold! These spectacular displays literally hang in the air. The duration is 45 seconds with the 250 shots breaking at 100 feet in altitude.

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# Main Body

**The Main Body** of your fireworks show is the opportunity for us to artistically explore the full range of shell varieties, explosive timings, and intensity levels. Pyro Shows will feature a combination of our premium types of shells that will provide rich and colorful effects. The distribution of the 3 inch main body aerial shells is detailed at the bottom of this page.

**ORNAMENTAL** - These specially selected aerial shells are composed of cylindrical and ball shells to give you a combination of high quantity and quality in a wide variety of effects. Some of the combinations and effects Rings, Hearts, and Stars. Optional shells available upon request are a wide variety of colors and durations.

**ELABORATE** - These more intricate multiple effect and precision shells are composed of many of the very best imported shells made throughout the world. The variety includes The Golden Butterfly, Blue Bees, Silver Palm Tree w/Green Tips, and Color Chrysanthemum.

**EXTRAVAGANT** - These shells also come in cylinder and sphere shapes, and they are made exclusively in the U.S. All shell colors are magnesium compounds to provide the brightest and most vivid colors available. These very powerful shells often break with the size, pattern, and density of shells twice their size.

**EXTRAORDINARY EFFECT/ MULTIPLE BREAK SHELLS** - This class includes the ultimate in the art and science of pyrotechnology. Please note when we say multiple break, we are saying two or more shells of the same size stacked on top of each other attached to be fired at the same time.

|          | Ornamental | Elaborate | Extravagant | Extraordinary |
|----------|------------|-----------|-------------|---------------|
| 3" Shell | 240        | 240       | 60          | 60            |



# Grand Finale

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The Grand Finale! Just when you thought the show couldn't get any better – then it does! The perfect way to end the fireworks presentation and salute the meaning behind your event!



# Shell Summary

The sizes and quantities of fireworks we recommend for your show.

**Gautier, MS**  
**Christmas Light the Night**  
**Saturday, December 1, 2018**

**\$8,000.00**

| <u>SHELL SIZE</u>        | <u>MAIN BODY</u> | <u>FINALE</u> | <u>TOTAL</u> |
|--------------------------|------------------|---------------|--------------|
| 3"                       | 600              | 180           | 780          |
| <b>TOTAL SHELL COUNT</b> |                  |               | <b>780</b>   |

**LOW LEVEL PRESENTATION**

|   |                                        |      |
|---|----------------------------------------|------|
| 2 | Positions of 150-Shot Popping Flower   | 300  |
| 6 | Positions of 200-Shot Oriental Thunder | 1200 |
| 2 | Positions of 250-Shot Brocade Crown    | 500  |
| 2 | 1000 Shot Whistle                      | 2000 |

**TOTAL LOW LEVEL PRESENTATION 4000**

|                                                       |             |
|-------------------------------------------------------|-------------|
| <b>TOTAL SHELL COUNT &amp; LOW LEVEL PRESENTATION</b> | <b>4780</b> |
|-------------------------------------------------------|-------------|

Fireworks 1.3 G Display  
Largest Shell: 3"  
Safety Radius: 210'



# About Us

As of 2019, Pyro Shows is celebrating 50 YEARS of performing safe and spectacular shows! We want to bring that same experience, reliability, and consistency to your fireworks celebration!

Pyro Shows, Inc. is staffed with 30 full time employees. The national headquarters is located in LaFollette, Tennessee, with additional offices located in Fort Worth, Texas, and Adamsville, Alabama. Pyro Shows performs over 1,500 firework display shows each year. Approximately 400 shows are performed during the 4<sup>th</sup> of July holiday season.

Pyro Shows has national and international experience. From Stockholm, Sweden, to San Sebastian, Spain, and from Abu Dhabi in the UAE, to Taipei, Taiwan, Pyro Shows has competed in some of the most prestigious international competitions. Pyro Shows won first place in the North American Fireworks Competition in Norfolk, Virginia, and has had the honor of providing the 4<sup>th</sup> of July fireworks at the Washington Monument in Washington, D.C. for 13 consecutive years.

## Pyro Shows = Premium Service

Satisfaction  
Guaranteed



Superior  
Customer  
Service



Experience



\$10M General  
Liability Coverage



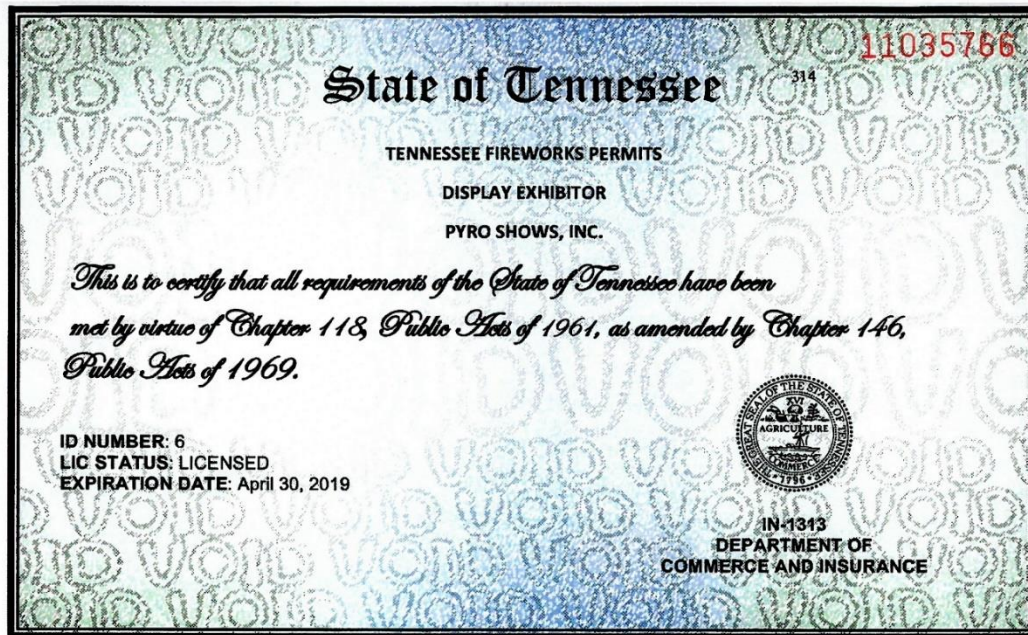
Expertise



Permits &  
Paperwork – we will  
handle it!



# LICENSING - STATE





# LICENSING - FEDERAL

U.S. Department of Justice  
Bureau of Alcohol, Tobacco, Firearms and Explosives

## Federal Explosives License/Permit (18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF ATF - Chief, FELC  
Correspondence To 244 Needy Road  
Martinsburg, WV 25405-9431

License/Permit Number **1-TN-013-24-1C-12205**

Chief, Federal Explosives Licensing Center (FELC)

Expiration Date **March 1, 2021**

Name  
**CHRISTOPHER L. REERS**  
PYRO SHOWS INC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

**115 NORTH 1ST ST  
LA FOLLETTE, TN 37766-0000**

Type of License or Permit

**24-IMPORTER OF EXPLOSIVES**

### Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

### Mailing Address (Changes? Notify the FELC of any changes.)

**PYRO SHOWS INC  
P O BOX 1776 ATTN: JIMMY HUDDLESTON  
LA FOLLETTE, TN 37766-0000**

Licensee/Permittee Responsible Person Signature

Position/Title

Printed Name

Date

Previous Edition is Obsolete PYRO SHOWS INC 115 NORTH 1ST ST 37766-0000 1-TN-013-24-1C-12205 March 1, 2021 24-IMPORTER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part I  
Revised October 2011

### Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)  
244 Needy Road  
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352  
Fax Number: (304) 616-4401  
E-mail: FELC@atf.gov

ATF Homepage: [www.atf.gov](http://www.atf.gov)

**Change of Address (27 CFR 555.54(a)(1)).** Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

**Right of Succession (27 CFR 555.59).** (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

### Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **PYRO SHOWS INC**

Business Name:

License/Permit Number: **1-TN-013-24-1C-12205**

License/Permit Type: **24-IMPORTER OF EXPLOSIVES**

Expiration: **March 1, 2021**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.



# INSURANCE – PROOF OF LIABILITY

**ACORD®** **CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY)  
2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                      |                                                                                                                                                                                                                                                                        |
|----------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b><br>Britton Gallagher<br>One Cleveland Center, Floor 30<br>1375 East 9th Street<br>Cleveland OH 44114 | <b>CONTACT NAME:</b><br>PHONE (A/C No. Ext.): 216-658-7100 <b>FAX (A/C No.):</b><br><b>EMAIL:</b><br><b>ADDRESS:</b>                                                                                                                                                   |
| <b>INSURED</b><br>Pyro Shows, Inc.<br>PO Box 1776<br>115 North 1st Street<br>La Follette TN 37766                    | <b>INSURER(S) AFFORDING COVERAGE</b> <span style="float: right;"><b>NAIC #</b></span><br>INSURER A: Maxum Indemnity Company<br>INSURER B: Everest Indemnity Insurance Co. 10851<br>INSURER C: Everest National Insurance Co.<br>INSURER D:<br>INSURER E:<br>INSURER F: |

**COVERAGES** **CERTIFICATE NUMBER: 461374976**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN IN EFFECT FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR ENDORSEMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAYMENTS.

| INSURER | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                    | ADDITIONAL INSURED | SUBROGATION | POLICY NUMBER  | POLICY PERIOD (MM/DD/YYYY) | EXPIRATION DATE (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                      |
|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-------------|----------------|----------------------------|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B       | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES TO:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOCATION        | Y                  | Y           | SI8GL00230-171 | 10/1/2017                  | 10/1/2018                    | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMPO AGG \$2,000,000 |
| C       | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL AUTO<br><input checked="" type="checkbox"/> AUTOS<br><input checked="" type="checkbox"/> HIRE<br><input type="checkbox"/> SCHEDULED<br><input type="checkbox"/> AUTOS<br><input checked="" type="checkbox"/> NON-OWNED<br><input type="checkbox"/> AUTOS |                    |             | SI8CA000000-1  | 10/1/2017                  | 10/1/2018                    | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$<br>\$                                                        |
| A       | <b>UMBRELLA EXCESS LIABILITY</b><br><input checked="" type="checkbox"/> EXCESS LIAB<br><input type="checkbox"/> DED <input type="checkbox"/> RETENT                                                                                                                                                                                                                  |                    |             | EXC8020208     | 10/1/2017                  | 10/1/2018                    | EACH OCCURRENCE \$0,000,000<br>AGGREGATE \$0,000,000<br>\$<br>\$                                                                                                                                                            |
|         | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                         | Y/N                |             | N/A            |                            |                              | WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                     |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER** **CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

# INSURANCE – PROOF OF WORKERS COMP

| ACORD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                | CERTIFICATE OF LIABILITY INSURANCE                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                 | DATE (MM/DD/YYYY)       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>                                                                                                                                                                                                                |                |                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                 |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>PRODUCER</b> (423)562-2112<br><b>E.E. Hill &amp; Son, Inc.</b><br><br><b>PO Box 1406</b><br><b>Lafayette, TN 37766</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                | <b>CONTACT</b><br><b>NAME:</b> Cathy Owens<br><b>PHONE:</b> (423)562-2112 Ext. <b>FAX:</b> (423)566-2114<br><b>EMAIL:</b> cathy@eehill.com<br><b>ADDRESS:</b><br><b>INSURER(S) AFFORDING COVERAGE:</b> <b>NAIC #</b><br><b>INSURER A:</b> AUTO OWNERS INS CO<br><b>INSURER B:</b><br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b> |                                                                                                                                                                                                 |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>INSURED</b> PYRO SHOWS, INC., BIG CREEK ENTERPRISES, INC.<br><b>115 NORTH 1ST ST.</b><br><b>LAFOLLETTE, TN 37766</b><br><b>(423)566-5729 Ext.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                |                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                 |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>COVERAGES</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                | <b>CERTIFICATE NUMBER:</b>                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                 | <b>EXPIRATION DATE:</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE CERTIFICATE HOLDER FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY POLICY, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN EXCEEDED. PAID CLAIMS.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                |                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                 |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>TYPE OF INSURANCE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>INSURER</b> | <b>NUMBER</b>                                                                                                                                                                                                                                                                                                                                    | <b>START DATE</b>                                                                                                                                                                               | <b>END DATE</b>         | <b>LIMITS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>GENERAL LIABILITY</b><br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR<br><input type="checkbox"/> GEN'L AGGREGATE <input type="checkbox"/> APPLIES PER <input type="checkbox"/> LOC<br><b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRING AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> WORK ON AUTOS<br><input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE<br><input type="checkbox"/> RETENTION \$<br><b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br><input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (mandatory in TN)<br><input type="checkbox"/> If yes, please enter description of operations below: |                |                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                 |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Rental value) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMPOUND \$<br>DAMAGE TO SINGLE UNIT (Per accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>EACH OCCURRENCE \$<br>AGGREGATE \$<br>RETENTION \$<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - SA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| <b>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES</b> (Attach ACORD 101, Additional Items Schedule, if more space is required)<br><br><div style="text-align: center; color: red; font-size: 1.2em;">Sample Only</div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                |                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                 |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>CERTIFICATE HOLDER</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                |                                                                                                                                                                                                                                                                                                                                                  | <b>CANCELLATION</b>                                                                                                                                                                             |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <div style="text-align: center; color: red; font-size: 1.2em;">Sample Only</div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                |                                                                                                                                                                                                                                                                                                                                                  | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

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# Thank You!

Thank you to the City of Gautier for the opportunity to bid on your "Christmas Light the Night" fireworks!

Pyro Shows would be honored to serve as the City of Gautier's fireworks vendor for this event! We look forward to hearing your feedback.



Transforming special occasions  
into **EPIC EVENTS**

226  
[www.pyroshows.com](http://www.pyroshows.com)

**TENNESSEE OFFICE**  
Ph: 800.662.1331

**TEXAS OFFICE**  
Ph: 800.488.7976

**ALABAMA OFFICE**  
Ph: 877.776.7976

[info@pyroshows.com](mailto:info@pyroshows.com)

## Contract Agreement

**This Agreement** made this \_\_\_\_\_ day of \_\_\_\_\_, by and between PYRO SHOWS, Inc., a Tennessee Corporation, whose address is 115 N. 1<sup>st</sup> Street, LaFollette, Tennessee, 37766, and hereinafter referred to as **"PYRO SHOWS"** and **CITY OF GAUTIER** with its principle place of business located at 3330 Highway 90, Gautier, in the State of Mississippi, hereinafter referred to as **"Customer"**.

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

- I. **FIREWORKS DISPLAY:** PYRO SHOWS agrees to furnish to Customer a fireworks display, hereinafter referred to as "Show", pursuant to the project/sales order #18-MS-12-01-C-8000-000646 dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018. The Show will be given on the 1st day of December, 2018. Rain date/postponement date: \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.
- II. **CANCELLATION:** PYRO SHOWS shall determine the weather conditions substantial enough to prevent PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon rain date/postponement date. In the event the Show must be RESCHEDULED to a mutually agreed upon date other than the previously agreed upon rain date/postponement date, Customer shall remit the additional expenses to include labor, lodging, per diem, upon demonstration that said costs were actually incurred.  
Should Customer, **CITY OF GAUTIER**, elect to CANCEL the Show for any reason, Customer must notify PYRO SHOWS via telephone call and electronic mail. Customer agrees that PYRO SHOWS shall incur expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS the cost associated with Show preparation, included but not limited to, crew travel to include, labor, lodging, and per diem, upon demonstration that said costs were actually incurred. If the Customer does not provide PYRO SHOWS with notice of cancellation as set forth herein, Customer shall pay PYRO SHOWS the entire amount or one hundred percent (100%) of the contract price for the Show as liquidated damages.
- III. **SECURITY AREA:** Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of PYRO SHOWS or persons specifically designated in writing by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to PYRO SHOWS prior to the event. Any expenses for security or stand-by fire protection shall be the responsibility of the Customer.
- IV. **SITE CLEANUP:** PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around fallout zone.
- V. **INDEMNIFICATION AND HOLD HARMLESS:** To the extent permissible under Mississippi law, Customer agrees to hold PYRO SHOWS harmless from any damages caused to Customer which result as a consequence of unauthorized persons entering the Security Area. Furthermore, to the extent permissible under Mississippi law, Customer agrees to defend and indemnify PYRO SHOWS from any and all claims brought against PYRO SHOWS for damages caused wholly or in part by Unauthorized Person who have entered the Security Area.
- VI. **AMENDMENT & ASSIGNMENT:** This agreement is deemed personal to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.
- VII. **COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. To the extent permissible under Mississippi law, Customer agrees to indemnify and hold harmless PYRO SHOWS from against all claims, suits, and causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of customer to obtain such approval. This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.
- VIII. **PERMITS AND LICENSES:** PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Mississippi, and any suit involving this contract shall be brought in the Courts of Jackson County in the State of Mississippi, and the parties hereby submit to the jurisdiction of said Courts and waive any rights to proceed in other actions, in any other jurisdiction. For Shows that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Show.



- IX. **LATE PAYMENT:** PYRO SHOWS shall charge, and Customer agrees to pay, one and one half percent (1 1\2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.
- X. **ADVERTISEMENT AND PROMOTIONS:** Customer agrees to state that fireworks display is being provided by PYRO SHOWS in all advertisements and promotions. Furthermore, Customer agrees to allow PYRO SHOWS to use sponsors name and/or logo in PYRO SHOWS list of clients and any Pyro Shows advertisements and promotions.
- XI. **COMPLAINTS:** In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show
- XII. **INSURANCE:** Pyro Shows will provide General Liability Insurance and Automobile Liability in the amount of \$10,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. Pyro Shows also agrees to include Customer as additional Insured under the terms of this coverage. Pyro Shows, Inc. will provide a Certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.
- XIII. **PAYMENT TERMS:** CITY OF GAUTIER shall pay PYRO SHOWS \$8,000.00 according to the terms and conditions set forth for presenting the Show. Customer shall submit a 50% deposit (\$4,000.00) upon return of signed contract by November 21, 2018. Balance will be due in the PYRO SHOWS office within 30 days of completion of the show.
- XIV. **TAXES:** Customer shall be responsible for all applicable sales taxes.

**IMPORTANT:** Checks must be made payable to PYRO SHOWS, INC.

All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

**IN WITNESS WHEREOF,** the parties have hereunto set their hands and seals the day and year first above written.

PYRO SHOWS, INC.

BY: \_\_\_\_\_  
Michael E. Walden, Vice President

DATE: \_\_\_\_\_

CUSTOMER

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Signature Printed Name Title

#### WARRANTY EXCLUSIONS

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose, nor give rise to any liability or obligation of PYRO SHOWS whatsoever.



**CITY OF GAUTIER**  
**Consent Agenda Item #6**  
**Fact Sheet**

**Council Meeting:**  
**Title:**

**November 20, 2018**  
**Authorization to approve Seymour Engineering as authorized agent on behalf of the City of Gautier**

**Introduced by:**  
**Contact Person/Telephone**

**April Havens 497-8000 Ext. 315**

**Summary Explanation: Authorization to approve Seymour Engineering to act as an authorized agent on behalf of the City related to the Mississippi Department of Maine Resources permitting process for the NRCS Drainage Improvements projects (2018 round of funding).**

**EXHIBITS FOR REVIEW**

|                                |                                     |
|--------------------------------|-------------------------------------|
| <b>Resolution</b>              | <input type="checkbox"/>            |
| <b>Ordinance</b>               | <input type="checkbox"/>            |
| <b>Contract</b>                | <input type="checkbox"/>            |
| <b>Minutes</b>                 | <input type="checkbox"/>            |
| <b>Plan Maps</b>               | <input type="checkbox"/>            |
| <b>Order</b>                   | <input checked="" type="checkbox"/> |
| <b>Other</b>                   | <input type="checkbox"/>            |
| <b>Submittal Authorization</b> | <b>City Manager</b>                 |

**Staff Recommendation:**

**Approval**

| <b>Motion Made by:</b> |                          |                 |                          |               |                          |                |                          |                |                          |
|------------------------|--------------------------|-----------------|--------------------------|---------------|--------------------------|----------------|--------------------------|----------------|--------------------------|
| <b>Torjusen</b>        | <input type="checkbox"/> | <b>Martin</b>   | <input type="checkbox"/> | <b>George</b> | <input type="checkbox"/> | <b>Jackson</b> | <input type="checkbox"/> | <b>Vaughan</b> | <input type="checkbox"/> |
| <b>Anderson</b>        | <input type="checkbox"/> | <b>Colledge</b> | <input type="checkbox"/> |               |                          |                |                          |                |                          |

| <b>Second Made by:</b> |                          |                 |                          |               |                          |                |                          |                |                          |
|------------------------|--------------------------|-----------------|--------------------------|---------------|--------------------------|----------------|--------------------------|----------------|--------------------------|
| <b>Torjusen</b>        | <input type="checkbox"/> | <b>Martin</b>   | <input type="checkbox"/> | <b>George</b> | <input type="checkbox"/> | <b>Jackson</b> | <input type="checkbox"/> | <b>Vaughan</b> | <input type="checkbox"/> |
| <b>Anderson</b>        | <input type="checkbox"/> | <b>Colledge</b> | <input type="checkbox"/> |               |                          |                |                          |                |                          |

| <b>Voted as follows:</b> |                 | <b>AYES</b>              | <b>NAYS</b>              | <b>Abstained</b>         | <b>Absent</b>            |
|--------------------------|-----------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <b>Mayor</b>             | <b>Torjusen</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>At Large</b>          | <b>Martin</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 1</b>            | <b>George</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 2</b>            | <b>Jackson</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 3</b>            | <b>Vaughan</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 4</b>            | <b>Anderson</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 5</b>            | <b>Colledge</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**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 City has retained Seymour Engineering to provide engineering and other professional services in relation to the NRCS Drainage Improvements projects (2018 round of funding); and

**WHEREAS**, this project requires Department of Marine Resources approval and permitting; and

**WHEREAS**, the Department of Marine Resources requires the City to execute an Agent Authorization form in order to allow Seymour Engineering to move forward with the permitting process that is necessary to complete this project;

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Seymour Engineering is hereby approved to act as an authorized agent on behalf of the City related to the Mississippi Department of Marine Resources permitting process for the NRCS Drainage Improvements project (2018 round of funding).

**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:**

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

**BLANK** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 20, 2018.

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Paula Yancey, City Manager  
**From:** April Havens, Grants Administrator  
**Date:** 11/13/2018  
**Subject:** Authorization to approve Seymour Engineering as authorized agent on behalf of the City of Gautier for NRCS Drainage Improvements (2018)

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**REQUEST:**

The Grants and Projects Department requests City Council approval to allow Seymour Engineering to act as an authorized agent on behalf of the City related to the Mississippi Department of Marine Resources permitting process for the NRCS Drainage Improvements project (2018 round of funding).

**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.

**DISCUSSION:**

The Department of Marine Resources requires the City to execute an Agent Authorization form in order to allow Seymour Engineering to move forward with the permitting process that is necessary to complete this project.

**RECOMMENDATION:**

The Grants and Projects Department recommends that City Council authorize Seymour Engineering to act as an authorized agent on behalf of the City related to the Mississippi Department of Marine Resources permitting process for the NRCS Drainage Improvements project.

The City Council may:

- 1) Approve Seymour Engineering to act as an authorized agent on behalf of the City related to the Mississippi Department of Marine Resources permitting process for the NRCS Drainage Improvements project as presented; or
- 2) Not approve Seymour Engineering to act as an authorized agent on behalf of the City related to the Mississippi Department of Marine Resources permitting process for the NRCS Drainage Improvements project as presented.

**ATTACHMENTS:**

1. Consent Agenda Item 6 - Authorization to approve Seymour Engineering as authorized agent on behalf of the City of Gautier
2. Agent Authorization form



## MISSISSIPPI DEPARTMENT OF MARINE RESOURCES

### Agent Authorization

I authorize the person(s) and/or company listed below to act as my agent regarding the proposed project as described in the Joint Application and Notification at the location listed below:

Seymour Engineering, PLLC

(name of agent)

Brown Rd Pamela Dr, Perkinston Dr, South Haven Dr, Woodbury Rd

(location of project)

925 Tommy Munro Dr. Suite G

(address)

Five (5) areas identified for NRCS, EWP Project

Biloxi, MS 39532

(city, state, zip code)

City of Gautier, Jackson County, MS

(228) 385-2350; 124

(agent phone number)

City of Gautier

(print applicant name)

(applicant signature)

(date)

Do you want the permit mailed to the agent? ☒ Yes ☐ No

**CITY OF GAUTIER  
Consent Agenda Item #7  
Fact Sheet**

**Council Meeting:**  
**Title:**

**November 20, 2018**  
**Authorization to enter into a Contract Agreement with Eastern Shore Inflatables**

**Introduced by:**  
**Contact Person/Telephone**

**Chassity Bilbo 497-8000**

**Summary Explanation: Authorization to enter into a Contract Agreement with Eastern Shore Inflatables for the City's Annual Lights and Lagniappe on the Bayou Winter Wonderland Snow Party**

**EXHIBITS FOR REVIEW**

|                                |                                     |
|--------------------------------|-------------------------------------|
| <b>Resolution</b>              | <input type="checkbox"/>            |
| <b>Ordinance</b>               | <input type="checkbox"/>            |
| <b>Contract/Agreement</b>      | <input checked="" type="checkbox"/> |
| <b>Minutes</b>                 | <input type="checkbox"/>            |
| <b>Plan Maps</b>               | <input type="checkbox"/>            |
| <b>Order</b>                   | <input checked="" type="checkbox"/> |
| <b>Other</b>                   | <input type="checkbox"/>            |
| <b>Submittal Authorization</b> | <b>City Manager</b>                 |

**Staff Recommendation:**

**Approval**

|                        |                          |               |                          |               |                          |                |                          |                 |                          |
|------------------------|--------------------------|---------------|--------------------------|---------------|--------------------------|----------------|--------------------------|-----------------|--------------------------|
| <b>Motion Made by:</b> |                          |               |                          |               |                          |                |                          |                 |                          |
| <b>Torjusen</b>        | <input type="checkbox"/> | <b>Martin</b> | <input type="checkbox"/> | <b>George</b> | <input type="checkbox"/> | <b>Jackson</b> | <input type="checkbox"/> | <b>Vaughan</b>  | <input type="checkbox"/> |
|                        |                          |               |                          |               |                          |                |                          | <b>Anderson</b> | <input type="checkbox"/> |
|                        |                          |               |                          |               |                          |                |                          | <b>Colledge</b> | <input type="checkbox"/> |

|                        |                          |               |                          |               |                          |                |                          |                 |                          |
|------------------------|--------------------------|---------------|--------------------------|---------------|--------------------------|----------------|--------------------------|-----------------|--------------------------|
| <b>Second Made by:</b> |                          |               |                          |               |                          |                |                          |                 |                          |
| <b>Torjusen</b>        | <input type="checkbox"/> | <b>Martin</b> | <input type="checkbox"/> | <b>George</b> | <input type="checkbox"/> | <b>Jackson</b> | <input type="checkbox"/> | <b>Vaughan</b>  | <input type="checkbox"/> |
|                        |                          |               |                          |               |                          |                |                          | <b>Anderson</b> | <input type="checkbox"/> |
|                        |                          |               |                          |               |                          |                |                          | <b>Colledge</b> | <input type="checkbox"/> |

| <b>Voted as follows:</b> |                 | <b>Ayes</b>              | <b>Nays</b>              | <b>Abstained</b>         | <b>Absent</b>            |
|--------------------------|-----------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <b>Mayor</b>             | <b>Torjusen</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>At Large</b>          | <b>Martin</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 1</b>            | <b>George</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 2</b>            | <b>Jackson</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 3</b>            | <b>Vaughan</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 4</b>            | <b>Anderson</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 5</b>            | <b>Colledge</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**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 City of Gautier will host its annual Lights and Lagniappe on the Bayou on December 1st at 3:00pm – 8:00 pm at Gautier City Hall; and

**WHEREAS**, the City desires to have a “snow experience” at the event; and

**WHEREAS**, Eastern Shore Inflatables has offered to provide this equipment and perform this service pursuant to the attached contract; and

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the contract agreement with Eastern Shore Inflatables in an amount of \$7,500 is hereby approved and 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 20, 2018.



**CITY OF GAUTIER  
MEMORANDUM**

**To:** Paula Yancey, City Manager  
**From:** Chassity Bilbo, Recreation Director  
**Date:** 11/13/2018  
**Subject:** Approval of a Contract Agreement with Eastern Shore Inflatables

---

**REQUEST:**

The Recreation Department requests City Council authorization to enter into a contract agreement with Eastern Shore Inflatables in the amount of \$7,500 for the City's Annual Lights and Lagniappe on the Bayou Winter Wonderland Snow Party.

**BACKGROUND:**

The City of Gautier will host its annual Lights and Lagniappe on the Bayou on December 1st 3:00 p.m. - 8:00 p.m. at Gautier City Hall. This year's festival will include a Winter Wonderland Snow Party.

Festivities this year includes pet parade, Elf on the Bayou, appearances by Rudolph and the Grinch, fireworks show, pet adoptions, children's craft area, pictures with Santa, winter wonderland snow party, outdoor movie the Santa Clause 3, dance performances by Creative Dance, the Pascagoula- Gautier School District Choir spreading holiday cheer, and the Annual Tree Lighting Ceremony.

**DISCUSSION:**

In an area which rarely sees snow, Eastern Shore Inflatables will bring a snow party to the City of Gautier using real ice and snow blowers to create a real snow party. Eastern Shore Inflatables will provide the City with a quality snow party. Eastern Shore Inflatables will create a snow experience that our citizens will never forget and will have friendly staff to ensure that we get the right amount for our snow party.

**RECOMMENDATION:**

The Recreation Department recommends that City Council approve a Contract Agreement with Eastern Shore Inflatables in the amount of \$7,500.

City Council May:

1. Approve a Contract Agreement with Eastern Shore Inflatables in the amount of \$7,500.
2. Not approve a Contract Agreement with Eastern Shore Inflatables in the amount of \$7,500.

**ATTACHMENTS:**

1. Consent Agenda Item 7 - Authorization to enter into a Contract Agreement with Eastern Shore Inflatables
2. Snow Event Contract



**Order # 20083**

Rental Date

12/01/2018 03:00pm

Contact Person

Chassity Bilbo

Event Address

3330 Hwy 90

City, State, Zip

other: Gautier, other: MS, 39553

Home Phone

288-219-7644

Cell Phone

Event Rental Time

12/01/2018 03:00pm thru 12/01/2018 05:00pm

Location

Gautier City Hall

Setup Surface

Grass

Equipment Rented

1.

Snow Event - 40,000 Poundx1

\$6,950.00

SubTotal

\$6,950.00

Travel Fee

\$550.00

\$7,500.00

Tax: 0%

\$0.00

\$7,500.00

Total

\$7,500.00

Deposit Required

\$50.00

Due

\$7,500.00

Customer Comments:

Inspected By \_\_\_\_\_

**THANK YOU FOR YOUR BUSINESS!**

### **TERMS OF LEASE**

In addition to the terms below, and the operation guidelines on each rented item, the Lessee (customer) agrees to observe the operation of any rented item and further agrees that if the item is damaged that he/she will reimburse Eastern Shore Inflatables for the full price to fix the damage and/or the full replacement value of the rented item, to the extent the damage was solely caused by the acts or omissions of the Lessee or its employees. Before signing this contract, Lessee agrees that he/she has read the entire contract, has agreed to all terms and conditions herein, and has had all questions he/she may have answered to the Lessee's full satisfaction and understanding.

**Delivery/Operation/Payments:** To address specified by Lessee. Lessee grants Eastern Shore Inflatables and its employees/contractors, the right to enter said property for the delivery and return of the rented equipment at approximate times. All payments must be made at time of delivery. No refunds will be made after the equipment has been delivered. For jumpers, the lessee agrees to provide one electrical outlet rated at 115 volts with 20 amperes capacity per motor unit within 75 feet of each unit. No electrical cords are to be used. If the blower stops or the air pressure is low, **remove** all users immediately, and then check on the problem. Air tubes in the rear of the unit should be tied securely to the blower or tied off to prevent air from escaping. The electrical cord should be plugged into an outlet and be the only thing operating on that electrical circuit. Circuit breakers should also be checked. Customer is subject to an additional charge of \$20.00 for all service calls due to electricity.

**General Rules for Safe Operation:** Units must be operated over a smooth, compatible surface such as grass or hard top surface. The unit may NOT be operated on rough surfaces such as rocks, brick, glass, or any jagged objects. Unit cannot be moved by lessee after placed by Eastern Shore Inflatables employees/contractors. Unit MUST BE properly anchored prior to use. Unit will be anchored initially by Eastern Shore Inflatables employees/contractors and the anchors MUST NOT be removed during period of use. **Never** attempt to relocate, adjust or service a blower. **Never** use during high winds, gusty winds, thunderstorms or lightening. The unit can turn over in high winds, even if anchored, and this could result in severe injuries to the users. **Do not** resume use until adverse weather conditions have ceased. **Always** follow the manufacturers guidelines located on the unit itself.

**Additional Safety Rules for Inflatables (if applicable):** Before entering the unit, have the users remove their shoes, eye glasses, belt buckles and any sharp objects. **Never** play, jump or enter a partially inflated/deflated unit. **Never** allow the users to climb or play on the outside or inside walls of the unit, columns, netting or roof of unit. **Always** follow the number of riders and rules posted on the unit itself. **Do not** plug or unplug the motor repeatedly as this will cause the unit to burn up and you will be responsible for any resulting damage. **Always** have an adult present, who has reviewed and understands both this contract and the rules posted on the unit itself, who can supervise the riders. **Never** allow the users to be unsupervised in or around the unit. **Never** allow more users than the maximum number of users per age group as described within this lease and on the unit itself. **Never** place a hose or water on or into the unit unless authorized by Eastern Shore Inflatables. **Do not** allow horseplay on, in, or around the unit. **Always** follow the directions for use on the unit itself.

**Only** children of the same age group are to play on the unit at the same time. The maximum number of users in each age group is as follows:

| By Age     | Under 5 years | 6-8 years | 9-13 years | Older |   |
|------------|---------------|-----------|------------|-------|---|
| Teens      | Adults        |           |            |       |   |
| Party Unit | 8-10          | 8         | 6          | 4     | 2 |
| Large Unit | 12 -16        | 12        | 10         | 8     | 6 |
| Slide Unit | 6- 8          | 6         | 4          | 3     | 2 |

\_\_\_\_\_ Lessee Initial

**Additional Terms of Lease:** Eastern Shore Inflatables is not responsible for bad weather, disruption of electrical service and/or unfavorable conditions that may arise and no charges or fees will be reimbursed as a result. **ABSOLUTELY NO** silly string or similar items, such as, but not limited to, food, drinks, confetti, foam or trash, in or around the unit at any time !!! Silly string and like objects will cause permanent damage to the unit and lessee will be responsible for the full replacement value of the rented unit and/or assessed a \$75.00 cleaning fee if the unit is determined not to be permanently damaged. Lessee agrees **not** to operate the unit(s) in a manner contrary to this contract and the rules of use on each unit. If lessee operates the unit (s) in a manner contrary to the contract and rules of use on each unit, and the unit is damaged as a result, Lessee agrees to pay the cost or repair or full replacement value of any damaged equipment or unit, to the extent the damage was solely caused by the acts or omissions of the Lessee or its employees.

Lessee agrees that the equipment leased is for Lessee's own use and said equipment is not be loaned, sub-let, mortgaged or in any other manner disposed of by Lessee.

**Disclaimer of Warranties:** Eastern Shore Inflatables makes no warranty of any kind, either express or implied, as to the condition of or performance of any leased equipment and Lessee agrees to **immediately** cease use of the equipment and contact Eastern Shore Inflatables if any of the lease equipment develops any indication defect or improper working conditions. Lessee agrees to use the equipment **at Lessees own risk**, to the extent such risks are known and/or disclosed.

**Breach/Indemnity/Arbitration:** If Eastern Shore Inflatables determines, within its own discretion, that Lessee has failed, in any way, to observe or comply with the conditions of this lease, Eastern Shore Inflatables may exercise any of the following remedies: termination of this agreement; reenter property and retake the equipment; declare

any outstanding rent and charges immediately due and payable and initiate whatever legal proceedings necessary to recover said equipment or monies; and/or pursue any additional remedies available it by law.

BY SIGNING MY NAME ON THIS CONTRACT I, BEING THE LESSEE, CONTACT PERSON, LESSEE REPRESENTATIVE, OR OTHER INDIVIDUAL ASSUMING THE ROLE OF LESSEE, ACKNOWLEDGE THAT I HAVE COMPLETELY READ AND UNDERSTAND THIS CONTRACT AND ANY AND ALL ACCOMPANIED ADDENDUM(S). I HAVE BEEN FULLY INSTRUCTED BY Eastern Shore Inflatables PERSONNEL AS A TRAINED OPERATOR FOR THE AFFORMENTIONED EQUIPMENT AND HAVE HAD ALL OF MY QUESTIONS ANSWERED TO MY SATISFACTION. I UNDERSTAND THAT I AM SOLEY RESPONSIBLE FOR ADHERING TO THE TERMS SET FORTH BY THIS RENTAL CONTRACT AGREEMENT AND ANY AND ALL ACCOMPANIED ADDENDUM(S).

SIGNATURE \_\_\_\_\_ PRINT NAME \_\_\_\_\_ DATE \_\_\_\_\_

**\*\*\*\*REMINDER: NO SILLY STRING OR CHEWING GUM. MINIMUM \$70 CLEANING FEE. SEVERE DAMAGE MAY RESULT IN RENTER PAYING FULL REPLACEMENT VALUE OF INFLATABLE. \*\*\*\***

**CITY OF GAUTIER**  
**Consent Agenda Item #8**  
**Fact Sheet**

**Council Meeting:**  
**Title:**

**November 20, 2018**  
**Authorization to accept monetary donation for The City of Gautier's Lights and Lagniappe on the Bayou From the Gautier Pride Inc.**

**Introduced by:**  
**Contact Person/Telephone**

**Chassity Bilbo 497-8000**

---

**Summary Explanation: Authorization to accept monetary donation from Gautier Pride Inc. for the City of Gautier's Lights and Lagniappe on the Bayou in the amount of \$8,000.**

**EXHIBITS FOR REVIEW**

|                                |                                     |
|--------------------------------|-------------------------------------|
| <b>Resolution</b>              | <input type="checkbox"/>            |
| <b>Ordinance</b>               | <input type="checkbox"/>            |
| <b>Contract</b>                | <input type="checkbox"/>            |
| <b>Minutes</b>                 | <input type="checkbox"/>            |
| <b>Plan Maps</b>               | <input type="checkbox"/>            |
| <b>Order</b>                   | <input checked="" type="checkbox"/> |
| <b>Other</b>                   | <input type="checkbox"/>            |
| <b>Submittal Authorization</b> | <b>City Manager</b>                 |

**Staff Recommendation:**  
**Approval**

**Motion Made by:**

Torjusen ☐ Martin ☐ George ☐ Jackson ☐ Vaughan ☐ Anderson ☐ Colledge ☐

**Second Made by:**

Torjusen ☐ Martin ☐ George ☐ Jackson ☐ Vaughan ☐ Anderson ☐ Colledge ☐

| <b>Voted as follows:</b> |                 | <b>Ayes</b>              | <b>Nays</b>              | <b>Abstained</b>         | <b>Absent</b>            |
|--------------------------|-----------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <b>Mayor</b>             | <b>Torjusen</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>At Large</b>          | <b>Martin</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 1</b>            | <b>George</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 2</b>            | <b>Jackson</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 3</b>            | <b>Vaughan</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 4</b>            | <b>Anderson</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 5</b>            | <b>Colledge</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**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 City of Gautier will host its annual Lights and Lagniappe on the Bayou on December 1<sup>st</sup> from 3:00 p.m. to 8:00 p.m.; and

**WHEREAS**, this was an excellent opportunity for the City of Gautier to promote and bring favorable recognition to the City of Gautier and will have a great economic impact to the local businesses within the City of Gautier; and

**WHEREAS**, Gautier Pride Inc. has offered to provide a monetary donation in the amount of \$8,000.00 for the purpose of offsetting the costs incurred by the City for the Lights and Lagniappe on the Bayou; and

**WHEREAS**, the Mayor and Council Members have determined that acceptance of this donation is in the best interest of the City of Gautier.

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi that the monetary donation of \$8,000 from Gautier Pride Inc. for the City of Gautier's Lights and Lagniappe on the Bayou held on December 1<sup>st</sup> is hereby approved and accepted.

**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 **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 20, 2018.

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Paula Yancey, City Manager  
**From:** Chassity Bilbo, Recreation Director  
**Date:** 11/13/2018  
**Subject:** Approval to accept a monetary donation for The City of Gautier's Lights and Lagniappe on the Bayou

---

**REQUEST:**

The Recreation Department requests City Council accept a monetary donation for The City of Gautier's Lights and Lagniappe on the Bayou in the amount of \$8,000 from Gautier Pride Inc

**BACKGROUND:**

The City of Gautier will host its annual Lights and Lagniappe on the Bayou on December 1st 3:00 p.m. - 8:00 p.m. at Gautier City Hall. This year's festival will include a Fireworks Show presented by Pyro Shows titled "Christmas Light the Night". The City has obtained a donor to cover the cost of the show.

Festivities this year includes pet parade, Elf on the Bayou, appearances by Rudolph and the Grinch, fireworks show, pet adoptions, children's craft area, pictures with Santa, winter wonderland snow party, outdoor movie the Santa Clause 3, dance performances by Creative Dance, the Pascagoula- Gautier School District Choir spreading holiday cheer, and the Annual Tree Lighting Ceremony.

**DISCUSSION:**

Pyro Shows has been providing fireworks entertainment throughout the world for almost half a century. From Stockholm, Sweden, to San Sebastian, Spain, and from Abu Dhabi in the UAE, to Taipei, Taiwan, Pyro Shows has competed in some of the most prestigious international competitions. Pyro Shows won first place in the North American Fireworks Competition in Norfolk, Virginia, and has had the honor to provide the 4th of July fireworks at the Washington Monument in Washington, D.C. for 13 times since 1995.

Pyro Shows currently provides fireworks for the Biloxi Shuckers, Scarlet Pearl Casino, and Mississippi State University.

**RECOMMENDATION:**

The Recreation Department recommends that City Council accept a monetary donation for The City of Gautier's Lights and Lagniappe on the Bayou in the amount of \$8,000 from Gautier Pride Inc.  
City Council May:

1. Accept a monetary donation for The City of Gautier's Lights and Lagniappe on the Bayou in the amount of \$8,000 from Gautier Pride Inc.
2. Not accept a monetary donation for The City of Gautier's Lights and Lagniappe on the Bayou in the amount of \$8,000 from Gautier Pride Inc.

**ATTACHMENTS:**

GAUTIER PRIDE INC.  
P O BOX 598  
GAUTIER, MS 39553

1046  
85-136/653

11/13/2018  
DATE

Pay to the order of **PAY TO THE ORDER OF** *City of Gautier*  
*Eight thousand and no/100* **\$8,000.00**  
**DOLLARS**  Photo Safe Deposit™ Details on back

**M&M**  
MERCHANTS & MARINE  
**BANK** Member FDIC

**FOR**

*Christmas fireworks* *Christen Rasmussen*  
*Kristen Rasmussen*



**CITY OF GAUTIER**  
**Consent Agenda Item #9**  
**Fact Sheet**

**Council Meeting:**  
**Title:**

**November 20, 2018**  
**Authorization to purchase and insure a**  
**Police K-9**

**Introduced by:**  
**Contact Person/Telephone**

**Chief Dante Elbin 497-8007**

---

**Summary Explanation: Authorization for the Police Department to purchase and insure a one (1) year old Belgian Malinois Police K-9. The purchase will come from asset forfeitures for a fee of \$13,500.**

**EXHIBITS FOR REVIEW**

|                                |                                     |
|--------------------------------|-------------------------------------|
| <b>Resolution</b>              | <input type="checkbox"/>            |
| <b>Ordinance</b>               | <input type="checkbox"/>            |
| <b>Contract</b>                | <input type="checkbox"/>            |
| <b>Minutes</b>                 | <input type="checkbox"/>            |
| <b>Plan Maps</b>               | <input type="checkbox"/>            |
| <b>Order</b>                   | <input checked="" type="checkbox"/> |
| <b>Other</b>                   | <input type="checkbox"/>            |
| <b>Submittal Authorization</b> | <b>City Manager</b>                 |

**Staff Recommendation:**

**Approval**

**Motion Made by:**

Torjusen ☐ Martin ☐ George ☐ Jackson ☐ Vaughan ☐ Anderson ☐ Colledge ☐

**Second Made by:**

Torjusen ☐ Martin ☐ George ☐ Jackson ☐ Vaughan ☐ Anderson ☐ Colledge ☐

| <b>Voted as follows:</b> |                 | <b>Ayes</b>              | <b>Nays</b>              | <b>Abstained</b>         | <b>Absent</b>            |
|--------------------------|-----------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <b>Mayor</b>             | <b>Torjusen</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>At Large</b>          | <b>Martin</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 1</b>            | <b>George</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 2</b>            | <b>Jackson</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 3</b>            | <b>Vaughan</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 4</b>            | <b>Anderson</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 5</b>            | <b>Colledge</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**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 Gautier Police Department is seeking approve to purchase a Police K-9 with asset forfeitures for a fee of \$13,500.00, which includes training with the new handler; and

**WHEREAS**, any additional care or expenses, incurred for the K-9, will need to be budgeted and paid from the general fund; and

**WHEREAS**, the female Belgian Malinois K-9 is pre-trained to near certification standard in patrol and narcotic detection; and

**WHEREAS**, the purchase comes with a two week handler course, and upon completion of training K9 teams will certify to the standards set forth by the U.S. Supreme Court and the United Police Canine Association.

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the purchase of a one (1) year old Belgian Malinois K-9 is hereby authorized; and

**IT IS FURTHER ORDERED** that the female Belgian Malinois K-9 be placed on the City insurance; and

**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 of November 20, 2018.



**CITY OF GAUTIER  
MEMORANDUM**

**To:** Paula Yancey, City Manager  
**From:** Danny Selover, Police  
**Date:** 11/13/2018  
**Subject:** Approval to purchase a police K-9

---

**REQUEST:**

The Gautier Police Department is requesting authorization from the Mayor and City Council to purchase and insure a Police K-9, a one year old Belgian Malinois.

**BACKGROUND:**

This female Belgian Malinois is pre trained to near certification standard in patrol and narcotic detection with a two week handler course. Upon completion of training K9 teams will certify to the standards set forth by the U.S. Supreme Court and the United Police Canine Association.

**DISCUSSION:**

The Gautier Police Department is seeking Mayor and Council approval to purchase a K-9 with asset forfeitures for a fee of \$13,500.00. The price for the K-9 includes training with the new handler. Any additional care or expense, incurred for the K-9, will need to be budgeted and paid from the general fund.

**RECOMMENDATION:**

The Gautier Police Department recommends that Mayor and City Council authorize approval for the purchase of the Police K-9 and further request the city to cover insurance and expenses of the K-9 .

**ATTACHMENTS:**

1. k9 quote
2. IMG\_2920

# QUOTE

DATE: October 29, 2018  
Quote # [151]

Southern State K-9  
564 Orange Drive  
Laurel, MS 39443  
601-606-9269  
southmsk9@comcast.net

To: Gautier  
Police Dept

| SALESPERSON    | JOB                 | PAYMENT TERMS  | DUE DATE    |
|----------------|---------------------|----------------|-------------|
| Darin McCreary | Gautier Police Dept | Due on Receipt | 30 days net |

Bubba Howell

| QUANTITY | DESCRIPTION                                                                                                                                     | UNIT PRICE | LINE TOTAL |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------|
| 1        | One dual purpose female Malinois pre trained to near certification standard in patrol and narcotic detection with a 2 week handler course.      | 13,500.00  | 13,500.00  |
|          | Upon completion of training K9 teams will certify to the standards set forth by the U.S. Supreme Court and the United Police Canine Association |            |            |
|          | Upon completion of the course, all future maintenance will be at no further cost                                                                |            |            |
|          |                                                                                                                                                 |            |            |
|          |                                                                                                                                                 |            |            |
|          |                                                                                                                                                 |            |            |
|          |                                                                                                                                                 |            |            |
|          |                                                                                                                                                 |            |            |
|          |                                                                                                                                                 | Subtotal   | 13,500.00  |
|          |                                                                                                                                                 | Sales Tax  |            |
|          |                                                                                                                                                 | Total      | 13,500.00  |



**CITY OF GAUTIER**  
**Consent Agenda Item #10**  
**Fact Sheet**

**Council Meeting:**  
**Title:**

**November 20, 2018**  
**Approval of water and sewer adjustments dated**  
**November 2018 in the amount of \$5,670.36**

**Introduced by:**  
**Contact Person/Telephone**

**Cynthia Russell 497- 8000 ext. 302**

---

**Summary Explanation: Approval of water and sewer adjustments dated November 2018 in the amount of \$5,670.36.**

**EXHIBITS FOR REVIEW**

|                                |                                     |
|--------------------------------|-------------------------------------|
| <b>Resolution</b>              | <input type="checkbox"/>            |
| <b>Ordinance</b>               | <input type="checkbox"/>            |
| <b>Contract</b>                | <input type="checkbox"/>            |
| <b>Minutes</b>                 | <input type="checkbox"/>            |
| <b>Plan Maps</b>               | <input type="checkbox"/>            |
| <b>Order</b>                   | <input checked="" type="checkbox"/> |
| <b>Other</b>                   | <input type="checkbox"/>            |
| <b>Submittal Authorization</b> | <b>City Manager</b>                 |

**Staff Recommendation:**  
**Approval**

**Motion Made by:**

Torjusen ☐ Martin ☐ George ☐ Jackson ☐ Vaughan ☐ Anderson ☐ Colledge ☐

**Second Made by:**

Torjusen ☐ Martin ☐ George ☐ Jackson ☐ Vaughan ☐ Anderson ☐ Colledge ☐

| <b>Voted as follows:</b> |                 | <b>Ayes</b>              | <b>Nays</b>              | <b>Abstained</b>         | <b>Absent</b>            |
|--------------------------|-----------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <b>Mayor</b>             | <b>Torjusen</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>At Large</b>          | <b>Martin</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 1</b>            | <b>George</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 2</b>            | <b>Jackson</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 3</b>            | <b>Vaughan</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 4</b>            | <b>Anderson</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 5</b>            | <b>Colledge</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**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 City Council has authorized the City Manager to establish payment plans and fee adjustments contingent upon Council approval; and

**WHEREAS**, the City Council has adopted a Comprehensive Fee Schedule that establishes such fees for the equitable provision of services;

**WHEREAS**, based on the reasons included on the attached documentation, the Mayor and Council hereby find that, due to unforeseen events, the respective users did not receive the benefit of the relevant utility;

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi that the attached list of water and sewer adjustments dated November 2018 in the amount of \$5,670.36 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 20, 2018.

| NOVEMBER 2018 UTILITY ADJUSTMENTS       |       |          |          |          |      |              |                           |
|-----------------------------------------|-------|----------|----------|----------|------|--------------|---------------------------|
| THESE FOLLOW POLICY/ RECOMMEND APPROVAL |       |          |          |          |      |              |                           |
| ACCT #                                  | WATER | SEWER    | L/C      | CAPACITY | TAX  | TOTAL<br>ADJ | REASON FOR<br>ADJUSTMENT  |
| 013-13701-000                           |       | 123.97   |          |          |      | 123.97       | POOL FILL                 |
| 015-05901-001                           |       | 566.75   |          |          |      | 566.75       | BUSTED PIPE               |
| 019-50631-002                           |       | 73.00    |          |          |      | 73.00        | POOL FILL                 |
| 023-04401-002                           |       | 72.35    | 105.00   |          |      | 177.35       | SPIGOT BROKEN             |
| 026-00901-000                           |       | 218.82   | 140.00   |          |      | 358.82       | LEAK                      |
| 027-18101-004                           |       | 253.55   | 105.00   |          |      | 358.55       | PIPE                      |
| 027-29701-003                           |       | 72.15    |          |          |      | 72.15        | POOL FILL                 |
| 031-09601-005                           |       | 59.11    |          |          |      | 59.11        | POOL FILL                 |
| 033-03601-003                           |       | 300.46   | 175.00   |          |      | 475.46       | LINE UNDER GROUND LEAKING |
| 035-00601-000                           |       | 364.00   | 35.00    |          |      | 399.00       | LINE UNDER GROUND LEAKING |
| 035-03001-000                           |       | 128.36   |          |          |      | 128.36       | POOL FILL                 |
| 038-13101-002                           |       | 122.99   |          |          |      | 122.99       | POOL FILL                 |
| 039-10601-000                           |       | 647.97   | 105.00   |          |      | 752.97       | LEAK                      |
| 039-15901-000                           |       | 88.58    | 70.00    |          |      | 158.58       | POOL FILL                 |
| 041-04601-000                           |       | 180.61   | 35.00    |          |      | 215.61       | POOL FILL                 |
| 041-06601-002                           |       | 25.43    |          |          |      | 25.43        | POOL FILL                 |
| 041-17101-000                           |       | 194.49   | 105.00   |          |      | 299.49       | LINE UNDER GROUND LEAKING |
| 044-08101-005                           |       | 59.42    | 35.00    |          |      | 94.42        | POOL FILL                 |
| 044-08301-003                           |       | 228.71   | 175.00   |          |      | 403.71       | LINE UNDER GROUND LEAKING |
| 050-07501-002                           |       | 374.81   |          |          |      | 374.81       | LEAK                      |
| 053-13101-000                           |       | 324.83   | 105.00   |          |      | 429.83       | POP OFF VALVE HWH         |
| TOTAL                                   | 0.00  | 4,480.36 | 1,190.00 | 0.00     | 0.00 | 5,670.36     |                           |

COMPLETED

**CITY OF GAUTIER**  
**Consent Agenda Item #11**  
**Fact Sheet**

**Council Meeting:**  
**Title:**

**November 20, 2018**  
**Resolution supporting 2019 legislation that would allow the Electric Cooperatives in Mississippi to provide high speed internet service in Mississippi.**

**Introduced by:**  
**Contact Person/Telephone**

**Cynthia Russell 497-8000 ext. 302**

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**Summary Explanation: Resolution supporting 2019 legislation that would allow the Electric Cooperatives in Mississippi to provide high speed internet service in Mississippi.**

**EXHIBITS FOR REVIEW**

|                                |                                     |
|--------------------------------|-------------------------------------|
| <b>Resolution</b>              | <input checked="" type="checkbox"/> |
| <b>Ordinance</b>               | <input type="checkbox"/>            |
| <b>Contract/Agreement</b>      | <input type="checkbox"/>            |
| <b>Minutes</b>                 | <input type="checkbox"/>            |
| <b>Plan Maps</b>               | <input type="checkbox"/>            |
| <b>Order</b>                   | <input type="checkbox"/>            |
| <b>Other</b>                   | <input type="checkbox"/>            |
| <b>Submittal Authorization</b> | <b>City Manager</b>                 |

**Staff Recommendation:**  
**Approval**

|                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <b>Motion Made by:</b>   |                          |                          |                          |                          |                          |                          |                          |                          |                          |
| <b>Torjusen</b>          | <input type="checkbox"/> | <b>Martin</b>            | <input type="checkbox"/> | <b>George</b>            | <input type="checkbox"/> | <b>Jackson</b>           | <input type="checkbox"/> | <b>Vaughan</b>           | <input type="checkbox"/> |
| <input type="checkbox"/> |                          | <input type="checkbox"/> |                          | <input type="checkbox"/> |                          | <input type="checkbox"/> |                          | <input type="checkbox"/> |                          |

|                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <b>Second Made by:</b>   |                          |                          |                          |                          |                          |                          |                          |                          |                          |
| <b>Torjusen</b>          | <input type="checkbox"/> | <b>Martin</b>            | <input type="checkbox"/> | <b>George</b>            | <input type="checkbox"/> | <b>Jackson</b>           | <input type="checkbox"/> | <b>Vaughan</b>           | <input type="checkbox"/> |
| <input type="checkbox"/> |                          | <input type="checkbox"/> |                          | <input type="checkbox"/> |                          | <input type="checkbox"/> |                          | <input type="checkbox"/> |                          |

| <b>Voted as follows:</b> |                 | <b>Ayes</b>              | <b>Nays</b>              | <b>Abstained</b>         | <b>Absent</b>            |
|--------------------------|-----------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <b>Mayor</b>             | <b>Torjusen</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>At Large</b>          | <b>Martin</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 1</b>            | <b>George</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 2</b>            | <b>Jackson</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 3</b>            | <b>Vaughan</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 4</b>            | <b>Anderson</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 5</b>            | <b>Colledge</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**Action Taken:**



There came on 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 COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI  
TO THE MISSISSIPPI HOUSE OF REPRESENTATIVES AND THE  
MISSISSIPPI STATE SENATE**

**WHEREAS**, the City of Gautier, Mississippi strives to enhance the quality of life of its residents, both personally and economically; and

**WHEREAS**, high-speed internet service has become a necessary component to participating in the modern economy, healthcare and education, but this service is unavailable or of an inadequate quality for many residents; and

**WHEREAS**, residents of the City of Gautier, Mississippi are members of Singing River Electric Power Association, having an ownership interest in the business of the association; and

**WHEREAS**, Mississippi's Electric Power Associations (EPAs) expressed a desire to serve high-speed internet service to their members, but Mississippi law currently restricts EPAs to providing electric service alone; and

**WHEREAS**, Legislation is to be introduced in the 2019 Legislative Session that will allow EPAs to bring high-speed internet service to members.

**BE IT, THEREFORE, RESOLVED** that the City of Gautier, Mississippi fully supports the EPAs' efforts to serve their customers with high-speed internet;

**BE IT, THEREFORE, RESOLVED** that the City of Gautier, Mississippi urges the Mississippi Legislature to pass legislation which will allow EPAs to provide high-speed internet service to their members.

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

**AYES:**

**NAYS:**

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

**BLANK** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 20, 2018.

**CITY OF GAUTIER  
MEMORANDUM**

**To:** City Council  
**From:** Paula Yancey, City Manager  
**Date:** November 15, 2018  
**Subject:** Approval of the support of legislation in the 2019 Legislative Session that would allow the Electric Cooperatives in Mississippi to provide high speed internet service in Mississippi.

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**REQUEST:**

The Mississippi Municipal League is requesting Gautier's City Council to approve the support of legislation in the 2019 Legislative Session that would allow the Electric Cooperatives in Mississippi to provide high speed internet service in Mississippi.

**BACKGROUND:**

High-speed internet service has become a necessary component to participating in the modern economy, healthcare, and education, but this service is unavailable or of an inadequate quality for many residents.

Mississippi's EPAs have expressed a desire to serve high-speed internet service to their members, but Mississippi law currently restricts EPAs to providing electric service alone.

**DISCUSSION:**

Legislation is to be introduced in the 2019 Legislative Session that will allow EPAs to bring high-speed internet service to members.

**RECOMMENDATION:**

The City Manager recommends the City Council approve the support of the legislation in the 2019 Legislative Session that would allow the Electric Cooperatives in Mississippi to provide high speed internet service in Mississippi.

The City Council May:

1. Approve the support of the 2019 Legislative Session that would allow the Electric Cooperatives in Mississippi to provide high speed internet service in Mississippi; or
2. Not approve the support of the 2019 Legislative Session that would allow the Electric Cooperatives in Mississippi to provide high speed internet service in Mississippi.

**Attachments:**

None

**CITY OF GAUTIER  
Consent Agenda Item #12  
Fact Sheet**

**Council Meeting:**  
**Title:**

**November 20, 2018**  
**Authorization to purchase wetlands mitigation credits in association with the Water Storage Tank project.**

**Introduced by:**  
**Contact Person/Telephone**

**April Havens 497-8000 ext. 315**

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**Summary Explanation: Authorization to purchase wetlands mitigation credits in association with the Water Storage Tank project near 1-10/Hwy 57 in an amount not to exceed \$3,488.**

**EXHIBITS FOR REVIEW**

|                                |                                     |
|--------------------------------|-------------------------------------|
| <b>Resolution</b>              | <input type="checkbox"/>            |
| <b>Ordinance</b>               | <input type="checkbox"/>            |
| <b>Contract/Agreement</b>      | <input type="checkbox"/>            |
| <b>Minutes</b>                 | <input type="checkbox"/>            |
| <b>Plan Maps</b>               | <input type="checkbox"/>            |
| <b>Order</b>                   | <input checked="" type="checkbox"/> |
| <b>Other</b>                   | <input type="checkbox"/>            |
| <b>Submittal Authorization</b> | <b>City Manager</b>                 |

**Staff Recommendation:**  
**Approval**

**Motion Made by:**

Torjusen ☐ Martin ☐ George ☐ Jackson ☐ Vaughan ☐ Anderson ☐ Colledge ☐

**Second Made by:**

Torjusen ☐ Martin ☐ George ☐ Jackson ☐ Vaughan ☐ Anderson ☐ Colledge ☐

| <b>Voted as follows:</b> |                 | <b>Ayes</b>              | <b>Nays</b>              | <b>Abstained</b>         | <b>Absent</b>            |
|--------------------------|-----------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <b>Mayor</b>             | <b>Torjusen</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>At Large</b>          | <b>Martin</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 1</b>            | <b>George</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 2</b>            | <b>Jackson</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 3</b>            | <b>Vaughan</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 4</b>            | <b>Anderson</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 5</b>            | <b>Colledge</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**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**, Seymour Engineering is providing design, permitting, construction administration, resident project representation and geotechnical testing relating to an ongoing Water Storage Tank project; and

**WHEREAS**, the water storage project, totaling \$1,115,000.00, will construct a water storage tank to support expansions at B & D Plastics and development in the surround area; and

**WHEREAS**, a proposal was received from Wetlands Solutions for mitigating the impacted wetlands associated with the water tank in an amount not to exceed \$3,488.00; and

**WHEREAS**, funding for the construction and professional service will come from a combination of a \$350,000 DIP grant from the Mississippi Development Authority and local matching funds; and

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the purchase of wetlands mitigation credits in association with the construction of a new water storage tank near 1-10/Hwy. 57 in the amount not to exceed \$3,488 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 **BLANK** seconded by **BLANK** and the following vote was recorded:

**AYES:**

**NAYS:**

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**MAYOR**

**ATTEST:**

---

**CITY CLERK**

**BLANK** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 20, 2018.

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Paula Yancey, City Manager  
**From:** April Havens, Grants Administrator  
**Date:** 11/14/2018  
**Subject:** Water Storage Tank – Purchase of Wetlands Mitigation Credits

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**REQUEST:**

The Grants and Projects Department requests City Council authorization to purchase wetlands mitigation credits in association with the construction of a new water storage tank near I-10/Hwy. 57 in an amount not to exceed \$3,488.

**BACKGROUND:**

The water storage project, totaling \$1,115,000, will construct a water storage tank to support expansions at B & D Plastics and the surrounding area. Funding for the construction and professional services will come from a combination of a \$350,000 DIP grant from the Mississippi Development Authority and local matching funds.

**DISCUSSION:**

Seymour Engineering is providing design, permitting, construction administration, resident project representation and geotechnical testing related to the project. A proposal was received from Wetlands Solutions for mitigating the impacted wetlands associated with the water tank.

**RECOMMENDATION:**

The Grants and Projects Department recommends that City Council authorize the purchase of wetlands mitigation credits in association with the construction of a new water storage tank near I-10/Hwy. 57 in an amount not to exceed \$3,488.

The City Council may:

- 1) Approve the purchase of wetlands mitigation credits as presented; or
- 2) Not approve the purchase of wetlands mitigation credits as presented.

**ATTACHMENTS:**

1. Consent Agenda Item 12- Water Storage Tank Project mitigation1
2. Wetlands Solutions Proposal

6 November 2018

VIA EMAIL TRANSMISSION

Ms. Paula Yancey, City Manager  
City of Gautier  
3330 Highway 90  
Gautier, Mississippi 39553

RE: MITIGATION CREDITS FOR ELEVATED WATER TANK, USACE PERMIT SAM-2018-00752-MGS

Dear Ms. Yancey:

In response to a request from Seymour Engineering for a cost proposal to provide 0.66 pine savannah mitigation credits, Wetlands Solutions offers to sell these credits for a total cost of \$3,488.00.

Please let me know if there is anything else you need and, as always, we greatly appreciate the opportunity to earn the City's business.

Very truly yours,  
WETLANDS SOLUTIONS HOLDINGS, LLC

A handwritten signature in blue ink, appearing to be 'B. Pike', with a long horizontal stroke extending to the right.

Brandon A. Pike

cc: Mr. Bobby Weaver  
SEYMOUR ENGINEERING



**CITY OF GAUTIER**  
**Consent Agenda Item #13**  
**Fact Sheet**

**Council Meeting:**  
**Title:**

**November 20, 2018**  
**Resolution requesting approval from the Jackson County Board of Supervisors to utilize the leftover funding from the Pine Cone Spillway project to supplement the shortage in the Robert Hiram Bridge repair project.**

**Introduced by:**  
**Contact Person/Telephone**

**City Manager 497-8000**

**Summary Explanation: Resolution requesting approval from the Jackson County Board of Supervisors to utilize the leftover funding from the Pine Cone Spillway project to supplement the shortage in the Robert Hiram Bridge repair project.**

**EXHIBITS FOR REVIEW**

|                                |                                     |
|--------------------------------|-------------------------------------|
| <b>Resolution</b>              | <input checked="" type="checkbox"/> |
| <b>Ordinance</b>               | <input type="checkbox"/>            |
| <b>Contract/Agreement</b>      | <input type="checkbox"/>            |
| <b>Minutes</b>                 | <input type="checkbox"/>            |
| <b>Plan Maps</b>               | <input type="checkbox"/>            |
| <b>Order</b>                   | <input type="checkbox"/>            |
| <b>Other</b>                   | <input type="checkbox"/>            |
| <b>Submittal Authorization</b> | <b>City Manager</b>                 |

**Staff Recommendation:**  
**Approval**

|                        |                          |        |                          |        |                          |         |                          |          |                          |
|------------------------|--------------------------|--------|--------------------------|--------|--------------------------|---------|--------------------------|----------|--------------------------|
| <b>Motion Made by:</b> |                          |        |                          |        |                          |         |                          |          |                          |
| Torjusen               | <input type="checkbox"/> | Martin | <input type="checkbox"/> | George | <input type="checkbox"/> | Jackson | <input type="checkbox"/> | Vaughan  | <input type="checkbox"/> |
|                        |                          |        |                          |        |                          |         |                          | Anderson | <input type="checkbox"/> |
|                        |                          |        |                          |        |                          |         |                          | Colledge | <input type="checkbox"/> |

|                        |                          |        |                          |        |                          |         |                          |          |                          |
|------------------------|--------------------------|--------|--------------------------|--------|--------------------------|---------|--------------------------|----------|--------------------------|
| <b>Second Made by:</b> |                          |        |                          |        |                          |         |                          |          |                          |
| Torjusen               | <input type="checkbox"/> | Martin | <input type="checkbox"/> | George | <input type="checkbox"/> | Jackson | <input type="checkbox"/> | Vaughan  | <input type="checkbox"/> |
|                        |                          |        |                          |        |                          |         |                          | Anderson | <input type="checkbox"/> |
|                        |                          |        |                          |        |                          |         |                          | Colledge | <input type="checkbox"/> |

| <b>Voted as follows:</b> |                 | <b>Ayes</b>              | <b>Nays</b>              | <b>Abstained</b>         | <b>Absent</b>            |
|--------------------------|-----------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <b>Mayor</b>             | <b>Torjusen</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>At Large</b>          | <b>Martin</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 1</b>            | <b>George</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 2</b>            | <b>Jackson</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 3</b>            | <b>Vaughan</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 4</b>            | <b>Anderson</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 5</b>            | <b>Colledge</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**Action Taken:**

There came on 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 TO REQUEST APPROVAL FROM THE JACKSON COUNTY BOARD OF SUPERVISORS TO UTILIZE THE LEFTOVER FUNDING FROM THE PINE CONE DRIVE SPILLWAY PROJECT TO SUPPLEMENT THE SHORTAGE IN THE ROBERT HIRAM BRIDGE REPAIR PROJECT FUNDS**

**WHEREAS**, structural repairs are required to Robert Hiram Bridge and the Pine Cone Drive Spillway; and

**WHEREAS**, the City received funding for the Robert Hiram Bridge repairs from the Jackson County Board of Supervisors in the amount of \$81,781.71; and

**WHEREAS**, the City received funding for the Pine Cone Drive Spillway repairs from the Jackson County Board of Supervisors in the amount of \$175,725.60; and

**WHEREAS**, the Pine Cone Drive Spillway project came in under budget by \$46,920.00 and the Robert Hiram Bridge Repair project came in \$8,818.00 over budget; and

**WHEREAS**, the Mayor and Council Members of the City of Gautier, Mississippi hereby find that it would be in the best interests of the citizens of Jackson County, Mississippi and the City of Gautier if the City were authorized by the County to utilize the leftover funding from the Pine Cone Drive Spillway project to supplement the shortage in the Robert Hiram Bridge repair project funds;

**BE IT THEREFORE RESOLVED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City hereby requests approval from the Jackson County Board of Supervisors to utilize the leftover funding from the Pine Cone Drive Spillway project to supplement the shortage in the Robert Hiram Bridge repair project funds.

**IT IS FURTHER RESOLVED** that the City Manager and City Clerk are 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:**

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**MAYOR**

**ATTEST:**

---

**CITY CLERK**

**BLANK** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 20, 2018.

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Paula Yancey, City Manager  
**From:** April Stennett, Grants and Projects Director  
**Date:** November 16, 2018  
**Subject:** Pine Cone Drive Spillway and Robert Hiram Bridge Repair Projects – Funding Request to Jackson County

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**REQUEST:**

The Grants and Projects Department requests that City Council authorize a request to the Jackson County Board of Supervisors to use leftover funds from the Pine Cone Drive Spillway project to fund a cost overrun on the Robert Hiram Bridge Repair project.

**BACKGROUND:**

The current concrete spillway across Pine Cone Drive 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.

At the Robert Hiram Road Bridge, there are repairs required at the SE, SW, NE, & NW corners of the sheet pile.

**DISCUSSION:**

Jackson County provided funding for these two projects based upon an engineer's estimates. The City received funding for the Robert Hiram Bridge repairs in the amount of \$81,781.71 and received \$175,725.60 for the Pine Cone Drive Spillway repairs. Once bid, the Pine Cone Drive Spillway project came in under budget by \$46,920, and the Robert Hiram Bridge Repair project came in \$8,818 over budget.

**RECOMMENDATION:**

The Grants and Projects Department recommends that City Council authorize a request to the Jackson County Board of Supervisors to use leftover funds from the Pine Cone Drive Spillway project to fund a cost overrun on the Robert Hiram Bridge Repair project.

The City Council may:

1. Authorize the request as presented; or
2. Not authorize the request as presented.

**CITY OF GAUTIER, MISSISSIPPI  
STUDY AGENDA  
November 20, 2018**

**ITEM DESCRIPTION:**

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**Citizen Comments**

**City Council Comments**

**City Manager Comments**

**City Clerk Comments**

**City Attorney Comments**

**NOTES:**

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