

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
December 4, 2018 @ 6:30 PM**

I. Call to Order

1. Prayer

2. Pledge of Allegiance

II. Agenda Order Approval

III. Announcements

- 1. Gautier Gator Chorale will be spreading Holiday Cheer on Wednesday, December 12th at City Hall @ 10:00 a.m.**
- 2. Offices closed Monday, December 24th and Tuesday, December 25th in observance of Christmas**

IV. Presentation Agenda

- 1. National Day of Racial Healing Proclamation**

V. Business Agenda

- 1. Authorization to award and execute a contract with K.R. Borries, Inc. for the Robert Hiram Bridge Repair project.**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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- 2. Approval of Docket of Claims**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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VI. Consent Agenda (All items approved in one motion)

- 1. Authorization to enter into a Contract Agreement with Southern Linc.**
- 2. Receive October 2018 Finance Report**
- 3. Resolution approving the rescheduling of the January 1, 2019 council meeting**
- 4. Approval of a Shepard State Park Mobile Home Lease Agreement between the City of Gautier and David Longstreet**
- 5. Approval for Amendment #1 to the professional services agreement with Seymour Engineering for work associated with the Robinson Still Road Water and Sewer project**
- 6. Approval to allow Culpepper and Associates to act as authorized agent on behalf of the City of Gautier related to the Bemis Avenue Sewer project.**
- 7. Authorization requested to purchase a New Holland Front End Loader for \$10.00 from the Jackson County Board of Supervisors**
- 8. Resolution requesting additional recreational funds of \$150,000 from the Jackson County Board of Supervisors**
- 9. Approval of minutes from Recessed Council Meeting held November 20, 2018.**

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 December 18, 2018 at 6:30 P.M.

www.gautier-ms.gov

**CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
December 4, 2018**

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. **Gautier Gator Chorale will be spreading Holiday Cheer on Wednesday, December 12th at City Hall @ 10:00 a.m.**
2. **Offices closed Monday, December 24th and Tuesday, December 25th in observance of Christmas**

NOTES:

STATE OF MISSISSIPPI

Office of the Governor



PROCLAMATION

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

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

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

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



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

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



PHIL BRYANT
GOVERNOR

BY THE GOVERNOR



C. DELBERT HOSEMAN, JR.
SECRETARY OF STATE

**CITY OF GAUTIER, MISSISSIPPI
PRESENTATION AGENDA
December 4, 2018**

ITEM DESCRIPTION:

PRESENTATION AGENDA

- 1. National Day of Racial Healing Proclamation**

NOTES:

CITY OF GAUTIER PROCLAMATION

WHEREAS, we have all witnessed racial divisiveness rising in America's urban, rural, suburban, and tribal communities today that threatens the very core of this great country's unified front; and

WHEREAS, just like those who came before us, it is our duty to protect the children of this country and maintain communities in which they may all be given the opportunity to succeed; and

WHEREAS, we understand and recognize that there is a racial divide in our country and we must all work earnestly to heal the wounds created by racial, ethnic and religious bias and build an equitable and just society so that all children can thrive; and

WHEREAS, children have the right to be provided every opportunity to learn, grow, and thrive in nurturing environments that don't violate their safety, dignity, and humanity; and

WHEREAS, every single person has the capability to make a simple change within him or herself that can have a profound effect on an entire society; and

WHEREAS, if we all dedicate ourselves to the principles of truth, racial healing and transformation, we can all bring about the necessary changes in thinking and behavior that will propel this great country forward as a unified force where racial biases will become a thing of the past; and

WHEREAS, racial healing is a vital and crucial commitment to the education, social, mental and overall well-being of all our children; and

NOW, THEREFORE, BE IT RESOLVED, the City of Gautier, Mississippi in conjunction with others throughout the United States of America, acknowledges January 22, 2019, as the "National Day of Racial Healing," and urges all citizens to promote racial healing and transformation in the ways that are best suited for them individually, as a means to working together to ensure the best quality of life for every child.

IN TESTIMONY WHEREFORE, I have hereunto affixed the seal of the City of Gautier on this the 4th day of December, 2018.

Signed: _____

Phil Torjusen, Mayor

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

Council Meeting:
Title:

December 4, 2018
Authorization to award and execute a contract with K.R. Borries, Inc. for the Robert Hiram Bridge Repair project.

Introduced by:
Contact Person/Telephone

April Havens 497-8000 ext. 315

Summary Explanation: Authorization to award and execute a contract with K.R. Borries, Inc. for the Robert Hiram Bridge Repair project, in an amount not to exceed \$72,999.00.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2018

WHEREAS, on October 26, 2018, the project engineer Seymour Engineering, received sealed bids for the Robert Hiram Bridge Repair project; and

WHEREAS, the low bidder was K.R. Borries, Inc. with a bid of \$72,999.00; and

WHEREAS, the engineer has tabulated the bid results and recommends awarding this contract to K.R. Borries, Inc. as the lowest and best bid; and

WHEREAS, the Mayor and Council Members hereby find that K.R. Borries, Inc. has submitted the lowest and best bid; and

WHEREAS, Jackson County Board of Supervisors will provide the funds for this project; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the award and execution of a contract with K.R. Borries, Inc. for the Robert Hiram Bridge Repair project is hereby authorized and approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 4, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 11/27/2018
Subject: Robert Hiram Bridge Repair - Acceptance of Bids and Contract Award

REQUEST:

The Grants and Projects Department requests that City Council accept bids on the Robert Hiram Bridge Repair project and award and execute a contract with the low bidder, K.R. Borries, Inc., in an amount not to exceed \$72,999.00.

BACKGROUND:

Seymour Engineering is performing engineering services related to this project. The work consists of furnishing all labor, material, tools, equipment and layout in performing repairs of the southeast, southwest, northeast and northwest corners of the sheet pile at the Robert Hiram Bridge on Robert Hiram Road.

DISCUSSION:

Sealed bids were received from three contractors and were opened Oct. 26, 2018. One bid was irregular. The low bidder was K.R. Borries, Inc., with a bid of \$72,999.00. The engineer has reviewed the bidder's qualifications and recommends that the contract be awarded. Jackson County has provided the funds for this project.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council accept bids on the Robert Hiram Bridge Repair project and award and execute a contract with the low bidder, K.R. Borries, Inc., in an amount not to exceed \$72,999.00.

The City Council may:

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

ATTACHMENTS:

1. Business Agenda Item 1 - Authorization to award and execute a contract with K.R. Borries, Inc. for the Robert Hiram Bridge Repair project
2. Recommendation Letter and Bid Tabulation
3. Contract

SEYMOUR



ENGINEERING

November 1, 2018

Ms. April Stennett
Grants and Projects Director
3330 Highway 90
Gautier, MS 39553

RE: Robert Hiram Drive Bridge Sheet Pile Repair
Acknowledgment of Receipt of Bids and Recommendation of Award

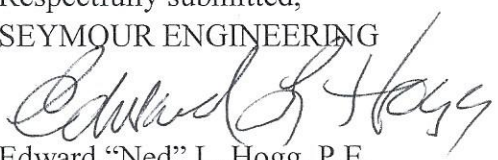
Dear April,

On October 26, 2018, bids were received for the above referenced project. I have reviewed the bids and have attached the Certified Bid Tabulation. I have also reviewed the low bidder's qualifications and I am satisfied that K. R. Borries, Inc. is qualified to perform the work. It is therefore recommended that the City of Gautier award the contract to K. R. Borries, Inc. at their low bid of \$72,999.00 to perform the work as described in the bid documents.

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

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

Respectfully submitted,
SEYMOUR ENGINEERING



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

ELG/tmp

Enclosures: Certified Bid Tabulation
Original Bid Packages

ENGINEERING • SURVEYING • ENVIRONMENTAL

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



SEYMOUR ENGINEERING

Engineering, Environmental and Professional Land Surveying

ROBERT HIRAM DRIVE BRIDGE SHEET PILE REPAIR

JACKSON COUNTY, MS

Project No. 18-066.06

BID TABULATION

Bid Date: October 26, 2018 1:00 p.m.

Bid Place: Gautier City Hall

CONTRACTOR NAME	ADD. NO. 1	CERTIFICATE OF RESPONSIBILITY	BASE BID	CONTINGENCY	ALTERNATE NO. 1	BASE BID + CONTINGENCY + ALTERNATE NO. 1
Advanced Construction & Development	X	20916-MC	\$ 44,556.00	\$ 10,000.00	\$ 42,156.00	\$ 52,156.00
IRREGULAR BID						
J.E. Borries, Inc.	X	09360-MC	\$ 143,000.00	\$ 10,000.00	\$ 14,000.00	\$ 167,000.00
K.R. Borries Construction	X	06123-SC	\$ 47,999.00	\$ 10,000.00	\$ 15,000.00	\$ 72,999.00



Certified by:

Edward S. Hays

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

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



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

AMERICAN COUNCIL OF ENGINEERING COMPANIES

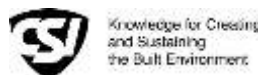
AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by

The Associated General Contractors of America



Construction Specifications Institute



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

THIS AGREEMENT is by and between CITY OF GAUTIER

(Owner) and K.R. BORRIES

(Contractor).

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

ARTICLE 1 - WORK

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

**ROBERT HIRAM DRIVE BRIDGE
SHEET PILE REPAIR
CITY OF GAUTIER**

ARTICLE 2 - THE PROJECT

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

The work shall consist of furnishing all labor, material, tools, equipment and layout in performing the repairs of the SE, SW, NE, & NW corners of the sheet pile at the Robert Hiram Bridge or Robert Hiram Road in Gautier, MS. As shown on the drawings and specifications.

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by

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

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

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Days to Achieve Substantial Completion and Final Payment

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

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

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

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

ARTICLE 5 - CONTRACT PRICE

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

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

SEVENTY-TWO THOUSAND NINE HUNDRED NINETY-NINE DOLLARS AND ZERO CENTS

(words)

(\$72,999.00)

(numerals)

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

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

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

ARTICLE 7 - INTEREST

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

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
1. This Agreement (pages 1 to 8, inclusive).
 2. Performance bond (pages 1 to 3, inclusive).
 3. Payment bond (pages 1 to 3, inclusive).
 4. Other bonds (pages ____ to ____, inclusive).
 - a. ____ (pages ____ to ____, inclusive).
 - b. ____ (pages ____ to ____, inclusive).
 - c. ____ (pages ____ to ____, inclusive).
 5. General Conditions (pages 1 to 43, inclusive).
 6. Supplementary Conditions (pages 1 to 14 inclusive).
 7. Specifications as listed in the table of contents of the Project Manual.
 8. Drawings consisting of 5 sheets with each sheet bearing the following general title: **Robert Hiram Drive Bridge Sheet Pile Repair** (or) the Drawings listed on attached sheet index.
 9. Addenda (numbers 1 to 1, inclusive).
 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 2, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages ____ to ____, inclusive).
 - c. ____.
 11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages 1 to 1 inclusive).
 - b. Work Change Directives.
 - c. Change Order(s).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Other Provisions

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

This Agreement will be effective on December 4, 2018 (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

THE CITY OF GAUTIER, MISSISSIPPI

K.R. BORRIES

By: **PAULA YANCEY**

By: _____

Title: **CITY MANAGER**

Title: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

THE CITY OF GAUTIER, MISSISSIPPI

K.R. BORRIES

3330 HIGHWAY 90

3300 OAK STREET

GAUTIER, MS 39553

GAUTIER, MS 39553

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

License No.: **06123-SC**

(Where applicable)

Agent for service or process: _____

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

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

Council Meeting:
Title:

**December 4, 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

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

Staff Recommendation:
Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2018

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

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

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 4, 2018.

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CITY OF GAUTIER 7M BOND ACCT Account Number 001-000-104	190413	12/04/2018	11/16/2018	Description TR MDOT REIMB TO FUND 130	Invoice # 11022018	Date 11/02/2018	P.O. 6,211.35 Amount 6,211.35
001	C SPIRE WIRELESS Account Number 001-100-605	190421	12/04/2018	11/19/2018	Description POLICE CELLS	Invoice # 0032680896	Date 10/12/2018	P.O. 555.39 Amount 555.39
001	DPS CRIME LAB Account Number 001-100-699	190425	12/04/2018	11/20/2018	Description ANALYTICAL FEES	Invoice # 90073382	Date 11/01/2018	P.O. 60.00 Amount 60.00
001	AT&T Account Number 001-092-605	190426	12/04/2018	11/21/2018	Description MONTHLY SERVICE	Invoice # 2284977070	Date 11/14/2018	P.O. 108.82 Amount 108.82
001	AT&T Account Number 001-092-605	190428	12/04/2018	11/21/2018	Description MONTHLY SERVICE	Invoice # 2284972172	Date 11/14/2018	P.O. 176.16 Amount 176.16
001	AT&T Account Number 001-100-699	190429	12/04/2018	11/21/2018	Description NCIC TELECOM SERVS	Invoice # 2284970262	Date 11/14/2018	P.O. 31.80 Amount 31.80
001	GLOBALSTAR Account Number 001-092-605	190438	12/04/2018	11/21/2018	Description MONTHLY SERVICE	Invoice # 0009874451	Date 11/16/2018	P.O. 85.98 Amount 85.98
001	DELTA COMPUTER SYSTEMS INC Account Number 001-092-698 001-092-698 001-092-698	190439	12/04/2018	11/26/2018	Description ACCTG SOFTWARE MAINT VOTER REG SOFTWARE MAINT PRIV LICENSE SOFTWARE MAINT	Invoice # MN132599 MN132599 MN132600	Date 11/15/2018 11/15/2018 11/15/2018	P.O. 485.00 Amount 335.00 20.00 130.00
001	AT&T Account Number 001-092-605	190440	12/04/2018	11/26/2018	Description MONTHLY SERVICE	Invoice # 2284978000	Date 11/14/2018	P.O. 2,882.75 Amount 2,882.75
001	MELLISA A MCQUAGGE Account Number 001-100-681	190444	12/04/2018	11/27/2018	Description REIMB: ROCIC CONF FEES	Invoice # 09302018	Date 10/08/2018	P.O. 131.00 Amount 131.00
001	CLYDE C SCOTT INSURANCE AGENCY INC Account Number 001-092-625	190445	12/04/2018	11/27/2018	Description SURETY BOND: ADD 3 POSITIONS	Invoice # 30766	Date 11/13/2018	P.O. 525.00 Amount 525.00
001	BORDIS & DANOS PLLC Account Number 001-060-602	190446	12/04/2018	11/27/2018	Description RECORDING FEE: RE OPTION	Invoice # 11202018	Date 11/20/2018	P.O. 13.00 Amount 13.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	K AND K JANITORIAL SERVICE	190447	12/04/2018	11/27/2018			300.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	STRIP/WAX FLOOR: NORTH STN		3057	11/10/2018			100.00
	001-161-698	STRIP/WAX FLOOR: SOUTH STN		5363	11/09/2018			100.00
	001-161-698	STRIP/WAX FLOOR: CENTRAL STN		5374	11/08/2018			100.00
001	ROBERT JOHNSON	190448	12/04/2018	11/27/2018			270.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	REFEREE FB GAMES (9)		11212018	11/21/2018			270.00
001	CORY BIALOTA	190449	12/04/2018	11/27/2018			330.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	REFEREE FB GAMES (11)		11212018	11/21/2018			330.00
001	COREY CROCKETT	190450	12/04/2018	11/27/2018			180.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	REFEREE FB GAMES (6)		11212018	11/21/2018			180.00
001	PATRICK EVANS	190451	12/04/2018	11/27/2018			210.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	REFEREE FB GAMES (7)		11212018	11/21/2018			210.00
001	JOE ABSTON	190452	12/04/2018	11/27/2018			30.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	REFEREE FB GAME (1)		11212018	11/21/2018			30.00
001	WAYNE SHARPTON	190453	12/04/2018	11/27/2018			30.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	REFEREE FB GAME (1)		11212018	11/21/2018			30.00
001	RICHARD MCDONOUGH	190454	12/04/2018	11/27/2018			30.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	REFEREE FB GAME (1)		11212018	11/21/2018			30.00
001	FUELMAN	190455	12/04/2018	11/27/2018			2,514.15	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-525	UNL FUEL		NP54712835	11/19/2018			1,838.35
	001-161-525	UNL & DSL FUEL		NP54712835	11/19/2018			523.28
	001-170-525	UNL FUEL		NP54712835	11/19/2018			79.50
	001-205-525	UNL & DSL FUEL		NP54712835	11/19/2018			73.02
001	FUELMAN	190458	12/04/2018	11/27/2018			2,256.61	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-525	UNL FUEL		NP54753699	11/26/2018			1,841.69
	001-161-525	UNL & DSL FUEL		NP54753699	11/26/2018			337.51
	001-170-525	UNL FUEL		NP54753699	11/26/2018			43.54
	001-205-525	UNL FUEL		NP54753699	11/26/2018			33.87

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MSC 7511	190480	12/04/2018	11/28/2018			152.15	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	FNK100-01 RENTAL FEE		INV2789778	11/19/2018			152.15
001	SINGING RIVER ELECTRIC COOPERATIVE	190481	12/04/2018	11/28/2018			2,228.79	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-631	POLICE STATION 66298004		11182018	11/27/2018			1,316.04
	001-201-629	SIGNAL LIGHT 89113001		11182018	11/27/2018			59.31
	001-170-631	CITY PARK RESTRMS 89912001		11182018	11/27/2018			510.10
	001-201-633	STREET LIGHTS 90345002		11182018	11/27/2018			176.33
	001-092-631	RECORDS BLDG 90790001		11182018	11/27/2018			126.25
	001-170-631	FRAZIER PESTRMS 98546001		11182018	11/27/2018			40.76
001	SINGING RIVER ELECTRIC COOPERATIVE	190482	12/04/2018	11/28/2018			1,242.22	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	DOLPHIN ST 94987002		11182018	11/27/2018			121.96
	001-201-633	DOLPHIN ST 94988002		11182018	11/27/2018			100.22
	001-201-633	DOLPHIN ST 94989002		11182018	11/27/2018			125.25
	001-201-633	DOLPHIN ST 94990002		11182018	11/27/2018			550.13
	001-201-633	WM PAYNE 100244001		11182018	11/27/2018			107.89
	001-201-633	WM PAYNE 100245001		11182018	11/27/2018			236.77
001	SINGING RIVER ELECTRIC COOPERATIVE	190483	12/04/2018	11/28/2018			611.44	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	BROWN FD 95237002		11152018	11/21/2018			254.14
	001-161-631	MARTIN BLUFF FD 58380001		11162018	11/26/2018			217.81
	001-201-629	SIGNAL LIGHTS 17546		11162018	11/26/2018			32.58
	001-092-631	CITY LIMIT SIGN 17546		11162018	11/26/2018			24.70
	001-100-631	MBLUFF SUB STN 58521002		11162018	11/26/2018			82.21
001	ONE TEN CONTRACTING	190484	12/04/2018	11/28/2018			140.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	TRIM TREE: CITY HALL		358	11/16/2018			140.00
001	SINGING RIVER ELECTRIC COOPERATIVE	190485	12/04/2018	11/28/2018			8,414.37	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	STREET LIGHTING 10054		11182018	11/27/2018			5,222.64
	001-201-629	SIGNAL LIGHTS 10054		11182018	11/27/2018			789.02
	001-092-631	CITY HALL 10054		11182018	11/27/2018			1,008.38
	001-170-631	FRAZIER PARK 10054		11182018	11/27/2018			49.69
	001-170-631	SENIOR BLDG 10054		11182018	11/27/2018			455.21
	001-161-631	CENTRAL FD 10054		11182018	11/27/2018			393.78
	001-170-631	CITY PARK 10054		11182018	11/27/2018			153.05
	001-092-631	PUBLIC WORKS 10054		11182018	11/27/2018			313.42
	001-092-631	HWY 90 SIGN 10054		11182018	11/27/2018			29.18
001	GULF COAST BUSINESS SUPPLY CO	190489	12/04/2018	11/28/2018			478.29	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-510	16PK BMF TOWELS (2)		177616	10/25/2018	190098		43.66
	001-161-510	4CS PINE CLEANER 1GAL (5)		177616	10/25/2018	190098		27.60

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001	GULF COAST BUSINESS SUPPLY CO	190489	12/04/2018	11/28/2018			478.29	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-510	24CT COMET CLEANSER		177616	10/25/2018	190098		38.09
	001-161-510	1GAL WINDEX GLASS CLEANER (4)		177616	10/25/2018	190098		57.16
	001-161-500	GPR36 BLACK TONER		177616.1	11/13/2018	190098		59.99
	001-161-500	GPR36 C2030,2020 YELLOW TONER		177616.1	11/13/2018	190098		129.95
	001-161-510	13OZ LYSOL DISINFECTANT (8)		177616.3	11/15/2018	190098		18.72
	001-161-510	6CS JUMBO TISSUE		174931	09/02/2018	181172		29.49
	001-161-510	4CS BMF TOWEL		174931	09/02/2018	181172		19.21
	001-161-510	8CT POT & PAN DISH DETERGENT		174931	09/02/2018	181172		37.16
	001-161-510	3CS CLOROX 121OZ BOTTLE		174931	09/02/2018	181172		17.26
001	CUSTOM PRODUCTS CORPORATION	190490	12/04/2018	11/28/2018			164.92	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-565	ASSTD STREET SIGN (6)		312562	11/15/2018	190172		139.92
	001-201-565	FREIGHT		312562	11/15/2018	190172		25.00
001	GULF BREEZE LANDSCAPING LLC	190491	12/04/2018	11/28/2018			270.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-559	3 YDS RED MULCH		27627	11/19/2017	190143		135.00
	001-170-559	3 YDS RED MULCH		27627	11/19/2018	190153		135.00
001	JOSETTES	190492	12/04/2018	11/28/2018			200.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-513	RENTAL COSTUME: GRINCH		120325	11/08/2018	190214		75.00
	001-170-513	RENTAL COSTUME: RUDOLPH		120325	11/08/2018	190214		125.00
001	HAYGOODS INDUSTRIAL ENGRAVERS INC	190493	12/04/2018	11/28/2018			517.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	MEGAPHONE PLATE (6)		26681	11/15/2018	190190		18.00
	001-170-502	CHEERLEADER FIGURE PLATE (17)		26681	11/15/2018	190190		51.00
	001-170-502	SUPER BOWL MEDAL/RIBBON (50)		26695	11/26/2018	190204		200.00
	001-170-502	SUPER BOWL HATS (35)		26695	11/26/2018	190204		210.00
	001-170-513	1ST PLACE PLAQUE: PET PARADE		26718	11/26/2018	190219		16.00
	001-170-513	2ND PLACE PLAQUE: PET PARADE		26718	11/26/2018	190219		12.50
	001-170-513	3RD PLACE PLAQUE: PET PARADE		26718	11/26/2018	190219		10.00
001	THE SUN HERALD	190494	12/04/2018	11/28/2018			512.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-615	NOTICE:FY18 SOLID WASTE FUND		I03878084	11/04/2018	190007		512.00
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	190496	12/04/2018	11/28/2018			4,285.93	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-500	LEXMARK 701HC CYAN TONER		3393476180	10/17/2018	190076		129.19
	001-100-500	LEXMARK 701K BLACK TONER		3393476180	10/17/2018	190076		102.98
	001-100-500	DZ PILOT V7 PEN (4)		3393476180	10/17/2018	190076		55.96
	001-100-500	2-PC PRONG FASTENERS (4)		3393476180	10/17/2018	190076		7.84
	001-100-500	FASTENERS BASE UNIT (2)		3393476180	10/17/2018	190076		3.56
	001-100-500	100PK 4.7GB DVD-R (3)		3393476180	10/17/2018	190076		65.58
	001-100-500	100PK CD/DVD SLEEVES (3)		3393476180	10/17/2018	190076		23.97
	001-100-500	HP 05A TONER 2PK (3)		3393476180	10/17/2018	190076		429.24
	001-100-500	HP 80A TONER CARTRIDGE (3)		3393476180	10/17/2018	190076		267.48
	001-100-500	BRO TN660 TONER CARTRIDGE (4)		3393476180	10/17/2018	190076		203.96

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001	STAPLES BUSINESS ADVANTAGE DEPT ATL	190496	12/04/2018	11/28/2018			4,285.93	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-500	SEAGATE BACKUP EXTERNAL		3393476180	10/17/2018	190076		81.19
	001-100-500	BROTHER TN360 CARTRIDGE (4)		3393476180	10/17/2018	190076		266.44
	001-100-500	CANON CLI 221 BLACK C/M/Y (2)		3393476180	10/17/2018	190076		95.98
	001-100-500	CANON PGI220 CARTRIDGE (2)		3393476180	10/17/2018	190076		136.58
	001-100-500	2PK USB 64GB FLASH DRIVE (2)		3393476181	10/17/2018	190076		99.98
	001-100-500	MS OFFICE 365 PERSONAL		3393476181	10/17/2018	190076		69.99
	001-100-500	2-PC PRONG FASTENERS (4)		3393827109	10/20/2018	190076		7.84
	001-100-500	FASTENERS BASE UNIT (2)		3393827113	10/20/2018	190076		3.56
	001-100-500	FASTENERS BASE UNIT (2)		3395960911	11/09/2018	190076		3.56
	001-100-500	CR RTN: 2-PC PRONG FASTNR (4)		3393827107	10/20/2018	190076		-7.84
	001-100-500	CR RTN: FASTNR BASE UNIT (2)		3393827107	10/20/2018	190076		-3.56
	001-010-500	#689320 POST-IT 4X6 3PK (3)		3393544956	10/18/2018	190077		32.22
	001-010-500	#689370 POST-IT 4X4 6PK (3)		3393544956	10/18/2018	190077		46.20
	001-010-559	#2435870 2019 MTHLY PLANNER (3)		3394466898	10/27/2018	190077		23.97
	001-045-500	LEXMARK 501H TONER		3395884940	11/08/2018	190160		142.49
	001-045-500	HP 950XL HY BLACK CARTRIDGE		3395884940	11/08/2018	190160		33.94
	001-045-500	HP 951XL HY CYAN CARTRIDGE		3395884940	11/08/2018	190160		25.58
	001-045-500	HP 951XL HY YELLOW CARTRIDGE		3395884940	11/08/2018	190160		25.58
	001-045-559	MESH DRAWER ORGANIZER		3395884940	11/08/2018	190160		13.69
	001-045-500	STPLS LEGAL EXP FILE POCKETS		3395884940	11/08/2018	190160		25.02
	001-010-500	STPLS LETTER EXP FILE POCKET		3395884940	11/08/2018	190160		9.15
	001-045-559	STPLS MESH SORTER		3395960908	11/09/2018	190160		5.83
	001-045-559	10 PKT PORTFOLIO (2)		3395960908	11/09/2018	190160		5.98
	001-045-500	LEX 71B10K0 BLK TONER (2)		3395884941	11/08/2018	190161		183.98
	001-045-500	LEX C540X75G WASTE TNR BOTTLE		3395884941	11/08/2018	190161		13.19
	001-045-500	LEX 71B10C0 CYAN TONER		3395960909	11/09/2018	190161		99.99
	001-045-500	LEX 71B10M0 MAGENTA TONER		3395960909	11/09/2018	190161		99.99
	001-045-500	LEX 71B10Y0 YELLOW TONER		3395960910	11/09/2018	190161		99.99
	001-045-500	CR RTN:LEX 71B10K0 BLK TNR (2)		3396752303	11/17/2018	190161		-183.98
	001-040-500	CS COPY PAPER (10)		339652302	11/17/2018	190192		389.50
	001-090-500	HP OFFICE JET PRO 8720		3396350488	11/14/2018	190180		179.99
	001-090-500	12PK TAPE TRANSPARENT		3396350488	11/14/2018	190180		21.37
	001-090-500	6PK CORRECTION TAPE (2)		3396350488	11/14/2018	190180		7.88
	001-090-500	8-TAB SHEET PROTECTOR (3)		3396350488	11/14/2018	190180		21.75
	001-090-500	3PK 4X6 POST-IT (2)		3396350488	11/14/2018	190180		21.48
	001-010-559	CUSTOM PRE-INKED STAMP (2)		3396438828	11/15/2018	190116		95.98
	001-100-500	3-PART MONEY RECEIPT BOOK (5)		3396438830	11/15/2018	190185		37.45
	001-100-500	2019 DESK PAD CALENDAR (14)		3396438830	11/15/2018	190185		68.46
	001-022-500	BOX CLASSIFICATION FOLDERS (2)		3396752304	11/17/2018	190191		75.04
	001-022-500	BOX ADDRESS LABELS		3396752304	11/17/2018	190191		16.29
	001-022-500	2019 MONTHLY DESKPAD CALENDAR		3396752304	11/17/2018	190191		4.89
	001-022-500	BATT PENCIL SHARPENER		3396752304	11/17/2018	190191		12.88
	001-022-500	YELLOW PAPER RM		3396752304	11/17/2018	190191		13.42
	001-022-500	BLUE PAPER RM		3396752304	11/17/2018	190191		13.42
	001-022-500	36/PK ASSTD INK PENS		3396752304	11/17/2018	190191		4.35
	001-040-500	2019 MONTHLY DESKPAD CALENDAR		3396752304	11/17/2018	190191		4.89
	001-040-500	2019 MONTHLY PLANNER (3)		3394613730	10/30/2018	190110		32.40
	001-040-500	CR RTN: DZ UNIBALL PENS		3394613731	10/30/2018	190110		-6.39
	001-040-500	DZ UNIBALL PENS		3394613732	10/30/2018	190110		6.39
	001-040-500	FILE FOLDERS ASST 100PK		3394265206	10/26/2018	190110		14.54
	001-040-500	DZ UNIBALL PENS		3394265206	10/26/2018	190110		6.39

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001	STAPLES BUSINESS ADVANTAGE DEPT ATL	190496	12/04/2018	11/28/2018			4,285.93	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-040-500	2019 LARGE WEEKLY PLANNER	3394265206	10/26/2018	190110	13.79		
	001-040-500	BROTHER GENUINE TN221Y TONER	3394265206	10/26/2018	190110	55.45		
	001-040-500	BROTHER GENUINE TN221BK TONER	3394265206	10/26/2018	190110	70.95		
	001-040-500	BROTHER GENUINE TN221C TONER	3394265206	10/26/2018	190110	54.48		
	001-040-500	BROTHER GENUINE TN221M TONER	3394265206	10/26/2018	190110	48.79		
	001-040-500	2019 DESK CALENDAR	3394265206	10/26/2018	190110	4.52		
	001-040-500	PAPER CLIPS JUMBO 1000/PK	3394265206	10/26/2018	190110	.51		
	001-040-500	HP 950XL BLACK/TRI COLOR INK	3394265206	10/26/2018	190110	101.74		
	001-045-500	2019 DESK PAD CALENDAR (2)	3394265206	10/26/2018	190110	9.04		
	001-045-500	FINGERTIP MOISTENER 3PK	3394265206	10/26/2018	190110	4.59		
	001-045-500	FILE FOLDERS BLUE	3394265206	10/26/2018	190110	58.16		
	001-045-500	2019 LEAF DESK CALENDAR	3394265206	10/26/2018	190110	9.49		
	001-040-500	2019 MONTHLY PLANNER	3394265206	10/26/2018	190110	33.33		
	001-040-500	DZ UNIBALL PENS	3394265207	10/26/2018	190110	5.76		
	001-040-500	2019 14-MONTHLY PLANNER	3394265207	10/26/2018	190110	12.45		
	001-040-500	MECHANICAL PENCILS DZ	3394265207	10/26/2018	190110	3.16		
	001-045-500	REINFORCED FILE FOLDER	3394265207	10/26/2018	190110	44.39		
	001-040-500	CR RTN:2019 MONTHLY PLANNER	3396752300	11/17/2018	190110	-33.33		
001	GRAFIX SHOPPE	190499	12/04/2018	11/28/2018			1,015.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-638	50' OA SEIKO PRT 5100 REFL	124357	11/08/2018	190140	855.00		
	001-100-638	18" TALL 5100 REFL DECAL (2)	124357	11/08/2018	190140	130.00		
	001-100-638	SHIPPING	124357	11/08/2018	190140	30.00		
001	PUBLIC SAFETY ACADEMICS AND CONSULTING	190500	12/04/2018	11/28/2018			300.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-681	NEG & TALK TACTICS: WERNER,T	728	11/06/2018	190194	300.00		
001	SAFEGUARD BUSINESS SYSTEMS INC	190501	12/04/2018	11/28/2018			1,371.59	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-010-620	UNIFORM ARREST TICKET (10000)	033184632	11/15/2018	190042	1,042.00		
	001-010-620	DUI TICKET (250)	033184632	11/15/2018	190042	264.30		
	001-010-698	FREIGHT	033184632	11/15/2018	190042	62.30		
	001-010-698	PAPER INVOICE SERVICE OPTION	033184632	11/15/2018	190042	2.99		
001	COAST CONCRETE CO INC	190502	12/04/2018	11/28/2018			926.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-576	8 YDS 3000 PSI CONCRETE	140121	11/19/2018	190193	886.00		
	001-201-576	MICROFIBER BAG (8)	140121	11/19/2018		40.00		
001	COLORADO DRONE CHARGERS LLC	190503	12/04/2018	11/28/2018			410.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-639	INSPIRE 1/MATRICE 600 PRCS	2063	10/27/2018	190113	459.00		
	001-161-639	CUSTOMER DISCOUNT	2063	10/27/2018	190113	-64.00		
	001-161-639	SHIPPING	2063	10/27/2018		15.00		
001	OVERWATCH SUPPLY LLC	190504	12/04/2018	11/28/2018			840.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-535	PROPPER 6 PANEL CAP BLACK (70)	1078	11/20/2018	190189	840.00		

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	PYRO SHOWS INC	190505	12/04/2018	11/28/2018			8,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-596	FIREWORKS CHRISTMAS FESTIVAL		11272018	11/27/2018	190212		8,000.00
001	EASTERN SHORE INFLATABLES	190506	12/04/2018	11/28/2018			7,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-596	WINTER WONDERLAND SNOW		11272018	11/27/2018	190216		7,500.00
001	PERKINS TIRE & POLARIS	190507	12/04/2018	11/28/2018			199.98	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	FLOAT ASM: POLARIS		25701	11/06/2018	190174		74.99
	001-100-638	DIAPHRAGM ASM: POLARIS		25701	11/06/2018			124.99
001	AUDIOWAVE INC	190508	12/04/2018	11/28/2018			555.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	WRECKED U #104: REMV EQUIPMENT		A49876	11/19/2018	190166		555.00
001	CABLE ONE INC	190515	12/04/2018	11/29/2018			83.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	DEC 2018: SFD #122025091		11162018	11/23/2018			83.32
001	CABLE ONE INC	190516	12/04/2018	11/29/2018			83.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	DEC 2018: NFD #122024383		11162018	12/04/2018			83.32
001	CABLE ONE INC	190517	12/04/2018	11/29/2018			83.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	DEC 2018: CFD #122024086		11162018	11/23/2018			83.32
FUND TOTAL	1 Claims	to	Checks	48 Total	58,002.15 Manual	Held	Total	58,002.15

Docket of Claims
Release date from 12/04/2018 thru 12/04/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
171	TRI-STAR	190460	12/04/2018	11/28/2018			4,860.00	
	Account Number 171-300-720	Description DEMO & REMOVE HOUSE		Invoice # COGDEMO112	Date 11/20/2018	P.O.	Amount	
							4,860.00	
FUND TOTAL 171 Claims	to	Checks	1 Total	4,860.00	Manual	Held	Total	4,860.00

Docket of Claims
Release date from 12/04/2018 thru 12/04/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY	190462	12/04/2018	11/28/2018			1,759.38	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	172-350-650	LIBRARY SUPPORT		NOV 2018	11/23/2018			1,759.38
FUND TOTAL 172 Claims	to	Checks	1 Total	1,759.38	Manual	Held	Total	1,759.38

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AD2 INC	190422	12/04/2018	11/19/2018			151.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	HOSTING FEE DEC 2018		3363	11/15/2018			36.50
	176-170-699	SHOPPING CART FEE DEC 2018		3363	11/15/2018			115.00
176	AT&T	190427	12/04/2018	11/21/2018			91.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	MONTHLY SERVICE		2284972244	11/14/2018			91.10
176	AT&T	190441	12/04/2018	11/26/2018			49.94	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	NOV 2018: SSP INTERNET		285615432	11/11/2018			49.94
176	FUELMAN	190456	12/04/2018	11/27/2018			40.05	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-525	UNL FUEL		NP54712835	11/19/2018			40.05
FUND TOTAL 176 Claims	to	Checks	4 Total	332.59	Manual	Held	Total	332.59

Docket of Claims
Release date from 12/04/2018 thru 12/04/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
304	SEYMOUR ENGINEERING PLLC	190461	12/04/2018	11/28/2018			600.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	304-510-778	TOWN COMMONS: DESIGN SERVS		6841	11/20/2018			600.00
FUND TOTAL 304 Claims	to	Checks	1 Total	600.00 Manual		Held	Total	600.00

Docket of Claims
Release date from 12/04/2018 thru 12/04/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
351	SEYMOUR ENGINEERING PLLC	190463	12/04/2018	11/28/2018			2,642.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	351-726-787	SURVEY CRAWFORD PROPERTY		6840	11/20/2018			2,642.50
FUND TOTAL 351 Claims	to	Checks	1 Total	2,642.50	Manual	Held	Total	2,642.50

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
352	WAGGONER ENGINEERING INC	190468	12/04/2018	11/28/2018			58,080.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	352-700-601	W&S CAPITAL IMP PLAN 85%		35075	09/11/2018			24,200.00
	352-700-601	W&S CAPITAL IMP PLAN 92.5%		35113	10/04/2018			18,150.00
	352-700-601	W&S CAPITAL IMP PLAN 99%		35196	11/07/2018			15,730.00
FUND TOTAL 352 Claims	to	Checks	1 Total	58,080.00	Manual	Held	Total	58,080.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CITY OF GAUTIER	190404	12/04/2018	11/16/2018			43,427.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-821	ST LNS #3 90/57 SWR		11092018	11/09/2018			7,877.45
	400-680-822	ST LNS #4 90/57 WTR		11092018	11/09/2018			10,948.67
	400-680-822	ST LNS #4 90/57 SWR		11092018	11/09/2018			9,019.22
	400-680-823	ST LNS #5 ALLEN RD		11092018	11/09/2018			2,149.95
	400-680-824	ST LNS #6 OLD SPAN TR		11092018	11/09/2018			3,765.83
	400-680-825	ST LNS #7 OLD SPAN TR		11092018	11/09/2018			9,665.99
400	IRBY'S ANSWERING SERVICE	190423	12/04/2018	11/19/2018			390.31	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	45 CALL OUTS: 10/3- 10/30/18		277-103118	10/31/2018			21.15
	400-650-698	494 AGENT MTS: 10/3- 10/30/18		277-103118	10/31/2018			92.16
	400-650-698	BASE RATE: 10/31- 11/27/18		277-103118	10/31/2018			277.00
400	AT&T	190424	12/04/2018	11/19/2018			58.94	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284972276	11/06/2018			58.94
400	AT&T	190430	12/04/2018	11/21/2018			128.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284974594	11/14/2018			128.80
400	AT&T	190442	12/04/2018	11/26/2018			156.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284975234	11/14/2018			156.80
400	FUELMAN	190457	12/04/2018	11/27/2018			55.07	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP54712835	11/19/2018			55.07
400	FUELMAN	190459	12/04/2018	11/27/2018			62.09	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP54753699	11/26/2018			62.09
400	ARISTA INFORMATION SYSTEMS INC	190469	12/04/2018	11/28/2018			3,984.41	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	OCT 2018 STATEMENTS		26432	11/14/2018			984.41
	400-650-698	OCT 2018 POSTAGE		1425201811	11/14/2018			3,000.00
400	CITY OF GAUTIER	190470	12/04/2018	11/28/2018			112,730.76	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-000-104	OCT 2018 GARBAGE PMTS		10312018	10/31/2018			112,730.76
400	TYLER TECHNOLOGIES INC	190472	12/04/2018	11/28/2018			1,890.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	INCODE BILLING: ANNUAL FEE		025-243071	12/01/2018			1,890.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	2012 GUD BONDS DEBT SERVICE	190473	12/04/2018	11/28/2018			20,725.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-816	DEC 2018 PRN PMT		12012018	11/30/2018			17,363.75
	400-680-817	DEC 2018 PRN PMT		12012018	11/30/2018			3,361.25
400	2018 BOND DEBT SERVICE FUND	190475	12/04/2018	11/28/2018			30,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	DEC 2018: 2018 BOND DS		12012018	12/01/2018			30,000.00
400	CABLE ONE INC	190476	12/04/2018	11/28/2018			62.34	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	DEC 2018: #107663106		11162018	11/23/2018			62.34
400	SINGING RIVER ELECTRIC COOPERATIVE	190486	12/04/2018	11/28/2018			6,974.70	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	IONIZATION PLANT 99216002		11182018	11/27/2018			266.53
	400-651-631	LIFT STATIONS 17882		11182018	11/27/2018			2,335.72
	400-651-631	WATER WELLS 17882		11182018	11/27/2018			3,580.18
	400-651-631	CITY HALL SOUTH 17882		11182018	11/27/2018			792.27
400	SINGING RIVER ELECTRIC COOPERATIVE	190487	12/04/2018	11/28/2018			5,139.49	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 89627001		11162018	11/26/2018			69.12
	400-651-631	LIFT STNS 89702001		11162018	11/26/2018			34.18
	400-651-631	LIFT STNS 17881		11162018	11/26/2018			2,253.76
	400-651-631	WATER WELLS 17881		11162018	11/26/2018			2,782.43
400	SINGING RIVER ELECTRIC COOPERATIVE	190488	12/04/2018	11/28/2018			2,451.27	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STATIONS 20649		11152018	11/21/2018			1,094.59
	400-651-631	LIFT STATIONS 28779		11152018	11/21/2018			89.85
	400-651-631	SCHOONER 20688		11112018	11/19/2018			1,077.06
	400-651-631	LIFT STATION 20688		11112018	11/19/2018			189.77
400	SECURE NETWORKS LLC	190495	12/04/2018	11/28/2018			2,107.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-704	DELL LATITUDE 15" LAPTOP		3624	11/19/2018	190155		1,395.00
	400-650-704	DELL BUSINESS DOCK 130W ADPT		3624	11/19/2018	190155		173.00
	400-650-704	DELL WL DESKTOP KEYBOARD		3624	11/19/2018	190155		42.00
	400-650-704	DELL PROFESSIONAL BRIEFCASE		3624	11/19/2018	190155		69.00
	400-650-704	MS HOME & BUSINESS 2016		3624	11/19/2018	190155		250.00
	400-650-559	VIEWSONIC 24 INCH MONITOR		3624	11/19/2018	190155		153.00
	400-650-704	SHIPPING: BRENDA GRECO		3624	11/19/2018	190155		25.00
400	STAPLES BUSINESS ADVANTAGE DEPT ATL	190497	12/04/2018	11/28/2018			70.30	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-559	LETTER OPENERS (2)		3395536398	11/03/2018	190141		2.44
	400-650-559	COUNTERFEIT PEN 3PK (2)		3395536398	11/03/2018	190141		2.00
	400-650-559	LTR FILE FOLDER 100BX		3395536398	11/03/2018	190141		12.67
	400-650-559	LEGAL FILE FOLDERS 100BX (3)		3395536398	11/03/2018	190141		43.47

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	STAPLES BUSINESS ADVANTAGE DEPT ATL	190497	12/04/2018	11/28/2018			70.30	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-559	6FT USB MALE TO MALE CORD (2)		3395746556	11/06/2018	190141		9.72
400	U S WATER SERVICES INC	190498	12/04/2018	11/28/2018			4,950.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-582	INSPECT-MAINTAIN:CAUSTIC PUMP		TNV391978	07/26/2018	180524		4,950.00
400	J H WRIGHT & ASSOCIATES INC	190509	12/04/2018	11/28/2018			19,659.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-767	M112 WIRELESS ALARM SYSTEM (5)		411069	11/08/2018	190031		7,000.00
	400-651-767	M651 WET WELL MODULE (5)		411069	11/08/2018	190031		875.00
	400-651-767	1 YEAR SEVICE PACKAGE (5)		411069	11/08/2018	190031		1,740.00
	400-651-767	FREIGHT: SCADA		411069	11/08/2018	190031		100.00
	400-651-584	8" WEMCO SELF PRIMER PUMP		411296	11/19/2018	190186		9,944.00
FUND TOTAL 400 Claims	to	Checks	20 Total	255,023.39	Manual	Held	Total	255,023.39

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	48 Total	58,002.15 Manual	Held	Total	58,002.15
FUND 171 Claims	to	Checks	1 Total	4,860.00 Manual	Held	Total	4,860.00
FUND 172 Claims	to	Checks	1 Total	1,759.38 Manual	Held	Total	1,759.38
FUND 176 Claims	to	Checks	4 Total	332.59 Manual	Held	Total	332.59
FUND 304 Claims	to	Checks	1 Total	600.00 Manual	Held	Total	600.00
FUND 351 Claims	to	Checks	1 Total	2,642.50 Manual	Held	Total	2,642.50
FUND 352 Claims	to	Checks	1 Total	58,080.00 Manual	Held	Total	58,080.00
FUND 400 Claims	to	Checks	20 Total	255,023.39 Manual	Held	Total	255,023.39
Total for all Funds		Checks	77 Total	381,300.01 Manual	Held	Total	381,300.01

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting:
Title:

December 4, 2018
Approval to enter into a contract agreement with Southern Linc

Introduced by:
Contact Person/Telephone

Cynthia Russell 497-8000 ext. 306

Summary Explanation: Approval to enter into a contract agreement with Southern Linc in the amount of \$80.00 per month for a service plan and a one-time equipment fee of \$3.96 for the meter reader's radio and data services

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2018

WHEREAS, the City Council approved on October 16, 2018, to take control of the meter reading services from Clearwater Services, Inc.; and

WHEREAS, Southern Linc is a wireless communications network backed by the strength and reliability of Southern Company, which is parent company of four electric utilities in the Southeast; and

WHEREAS, Southern Linc can provide Sonim XP5S rugged feature phones and console private and group unlimited data service plan to the Utility Meter Readers; and

WHEREAS, after the one time equipment fee of \$3.96, the monthly service plan will cost \$80.00 per month; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the attached Southern Linc contract agreement 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 December 4, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Sherry Farabee, Purchasing Agent
Date: 11/19/2018
Subject: Authorization to enter into a Contract Agreement with Southern Linc.

REQUEST:

The Utility Department requests City Council authorization to enter into a contract agreement with Southern Linc in the amount of \$80.00 per month for a service plan and a one time equipment fee of \$3.96 for the meter reader's radios and data services.

BACKGROUND:

Southern Linc will provide Sonim XP5S Rugged Feature Phone and Console Private and Group Unlimited Data Service Plan to the Utility Department Meter Readers. The City Council approved on October 16, 2018, to take control of the meter reading services from Clearwater Solutions, Inc.

DISCUSSION:

Southern Linc is a wireless communications network backed by the strength and reliability of Southern Company - the parent company of four electric utilities in the Southeast. In addition, Southern Linc provides reliable wireless communications service, including mobile phones, to a wide range of businesses and consumers within their 127,000 square-mile coverage area that includes Alabama, Georgia, southeastern Mississippi and the Florida Panhandle. Southern Linc bundles multiple communication options, including Push To Talk (PTT) two-way radio, cellular service, wireless Internet access, wireless data, and text and picture messaging, into one hand-held device. The Southern Linc network is digital and private. There is no known scanner that can intercept communications over the Southern Linc network. The company's customer base is comprised of business, government and consumer users.

RECOMMENDATION:

The Utility Department recommends that the City approve a Contract Agreement with Southern Linc for \$80.00 per month and \$3.96 one time equipment fee.

City Council May:

1. Approve a Contract Agreement with Southern Linc
2. Not approve a Contract Agreement with Southern Linc

ATTACHMENTS:

1. Southern Linc Quote on equipment and service plan

Quote Items

Equipment & Accessories Summary

Number of Units	Product Type	Product or Service Description	Part Number	One-Time Charge List Price	One-Time Charge Extended Amount
4	Equipment	Sonim XP5S Rugged Feature Phone - Conversion	SONI-XP5SACnv-00	\$0.99	\$3.96

Equipment: \$ 3.96

Accessories: \$ 0.00

Fees: \$ 0.00

Support: \$ 0.00

Shipping & Sales Tax: \$ 0.00

***Total One-Time Amount: \$3.96**

*Note: Unless listed above, amounts shown exclude Shipping, Taxes & Fees

Monthly Services Summary

Number of Units	Product Type	Product or Service Description	Part Number	Monthly Charge List Price	Monthly Charge Extended Amount
4	Service	Console Private & Group Unlimited Service Plan	GCONPGU	\$20.00	\$80.00

Total Service: \$ 80.00

***Total Monthly Amount: \$80.00**

*Note: Unless listed above, amounts shown exclude Shipping, Taxes & Fees

**This quote expires on 12/30/18.
Part numbers are subject to change.**

CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet

Council Meeting:
Title:

December 4, 2018
Receive October 2018 Finance Report

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Receive October 2018 Finance Report.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2018

WHEREAS, Miss. Code Ann. 21-35-13 requires a budget report to be presented to the governing authority at the regular meeting each month.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Finance Report for 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.

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 December 4, 2018.

OCTOBER 2018 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	\$1,794,004.22
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	\$590,488.84
Fire Protection Fund	Depository Account	160-000-001	\$237,861.26
Tidelands Grant	Depository Account	171-000-001	(\$8,800.00)
Library Support Fund	Depository Account	172-000-001	\$1,531.73
MSWFP Recreation Trails Grant	Depository Account	175-000-001	
Shepard State Park Fund	Depository Account	176-000-001	\$72,236.94
USDA NRCS EWP Program	Depository Account	300-000-001	(\$127,829.32)
Pine Cone Drive Spillway	Depository Account	301-000-001	\$162,125.60
Robert Hiram Bridge Sheet Pile Wall	Depository Account	302-000-001	\$75,181.71
MDOT TA Grant: Martin Bluff Sidewalk	Depository Account	303-000-001	\$481,564.40
Town Commons Park Project	Depository Account	304-000-001	\$500,000.00
Solid Waste Fund	Depository Account	404-000-001	\$58,874.06
EPA: Brownfields Assessment	Depository Account	409-000-001	

General Ledger Cash Balance \$3,899,679.26

General Depository Reconciled Cash Balance **\$3,898,868.80**

ENTERPRISE FUND

Fund Name		Account #	Balance
Elevated Water Tank	Enterprise Account	350-000-002	(\$55,500.00)
Bemis Sewer Project	Enterprise Account	351-000-002	
Water & Sewer Utility	Enterprise Account	400-000-002	\$2,718,900.09
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 \$2,719,687.61

Enterprise Reconciled Cash Balance **\$2,715,837.74**

BOND & RESTRICTED FUNDS

Fund Name		Account #	Balance
7M GO Bond S2010	Bond Fund	130-000-001	\$308,297.49
W&S Rev Bond S2018: Debt Service	Debt Service Fund	250-000-007	\$112,709.39
W&S Rev Bond S2018: DS Reserve	Restricted Fund	251-000-003	\$297,465.19
W&S Rev Bond S2018: Contingency	Restricted Fund	251-000-005	\$10,022.23
W&S Rev Bond S2018: Depreciation	Restricted Fund	251-000-009	\$10,022.23
W&S Rev Bond S2018: Construction	Bond Fund	352-000-001	\$3,443,704.53
S2012 W&S Refunding Bonds: Debt Service	Debt Service Fund	602-000-007	\$851,482.70
S2012 W&S Refunding Bonds: DS Reserve	Restricted Fund	495-000-001	\$491,790.72
MS Dev Bank SO Bond S2013: DS Reserve	Restricted Fund	497-000-001	\$275,284.09
Customer Meter Deposit Funds	Restricted Fund	406-000-001	\$697,059.73

Total Bond & Restricted Reconciled Cash Balances **\$6,497,838.30**

**OCTOBER 2018
YEAR TO DATE TOTALS**

General Fund Totals

	BUDGET FY 2019	OCT 2018	Balance	8.33% % to date
General Fund Revenues	10,220,685.00	457,386.42	9,763,298.58	4.4%
Expenditures:				
001 Legislative	158,969.00	13,195.18	145,773.82	8.3%
010 City Court	322,255.00	13,131.07	309,123.93	4.0%
021 City Manager	259,533.00	25,107.39	234,425.61	9.6%
022 Human Resources	125,631.00	14,460.16	111,170.84	11.5%
040 City Clerk	291,241.00	14,462.97	276,778.03	4.9%
045 Finance	225,702.00	17,008.46	208,693.54	7.5%
060 City Attorney	130,000.00	10,000.00	120,000.00	7.6%
090 Economic Dev - Planning	371,209.00	26,097.29	345,111.71	7.0%
092 Building & General Expenses	569,200.00	247,415.11	321,784.89	43.4%
094 Grants & Project Admin	154,639.00	11,330.76	143,308.24	7.3%
100 Police	3,471,472.00	212,361.71	3,259,110.29	6.1%
161 Fire	2,562,288.00	173,138.96	2,389,149.04	6.7%
170 Recreation	585,705.00	26,957.18	558,747.82	4.6%
201 PW: Streets	286,420.00	0.00	286,420.00	
205 PW: Maintenance	245,788.00	16,635.28	229,152.72	6.7%
900 Interfund Transfers	830,452.00	0.00	830,452.00	
General Fund Expenditures	10,590,504.00	821,301.52	9,769,202.48	7.7%
<i>Total Operating Expenditures</i>	9,404,276.00	821,301.52	8,582,974.48	
<i>Total Capital Outlay Expenditures</i>	291,800.00	0.00	291,800.00	
<i>Total Debt Service</i>	63,976.00	0.00	63,976.00	
<i>Total Transfers Out</i>	830,452.00	0.00	830,452.00	
<i>Total Unappropriated</i>	0.00	0.00	0.00	
<i>Check Total</i>	10,590,504.00	821,301.52	9,769,202.48	
<i>Personnel</i>	7,389,434.00	531,759.17	6,857,674.83	
<i>Supplies</i>	474,867.00	8,964.10	465,902.90	
<i>Other Services</i>	1,539,975.00	280,578.25	1,259,396.75	
<i>Capital Outlay</i>	291,800.00	0.00	291,800.00	
<i>Debt Service</i>	63,976.00	0.00	63,976.00	
<i>Interfund Transfers for DS</i>	830,452.00	0.00	830,452.00	
<i>Unappropriated</i>	0.00	0.00	0.00	
<i>Check Total</i>	10,590,504.00	821,301.52	9,769,202.48	

**OCTOBER 2018
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2018	As of OCT 2018	Balance	8.33% % to date
007 MS Dev 2.36M Katrina Bonds				
Revenues	280,259.00	0.00	280,259.00	
Expenditures	280,309.00	0.00	280,309.00	
013 TE-Downtown Revitalization				
Revenues	40,971.45	0.00	40,971.45	
020 Allen Road Widening				
Revenues	46,324.00	0.00	46,324.00	
Expenditures	46,324.00	0.00	46,324.00	
029 MDOT Safe Routes to School				
Revenues	27,155.81	0.00	27,155.81	
030 MDAH 2014 Community Heritage				
Expenditures	0.00	0.00	0.00	
128 Martin Bluff Road Project				
Expenditures	102,012.64	0.00	102,012.64	
130 \$7M GO Bond - Capital Improvements				
Revenues	5,428,367.47	574.50	5,427,792.97	
Expenditures	5,665,471.60	0.00	5,665,471.60	
157 US Justice Equitable Sharing				
Revenues	0.00	173,209.60	(173,209.60)	
Expenditures	50,000.00	474.05	49,525.95	0.9%
160 Fire Protection Fund				
Revenues	104,000.00	0.00	104,000.00	
Expenditures	179,915.06	0.00	179,915.06	
171 Combined Tidelands Grant				
Revenues	707,700.99	0.00	707,700.99	
Expenditures	697,199.49	2,300.00	694,899.49	0.3%
172 Library Support Fund				
Revenues	110,096.00	1,531.73	108,564.27	1.3%
Expenditures	110,096.00	0.00	110,096.00	
176 Shepard State Park				
Revenues	95,500.00	9,499.00	86,001.00	9.9%
Expenditures	128,450.00	3,737.32	124,712.68	2.9%
250 2018 W&S Bond Debt Service				
Revenues	335,200.00	30,166.74	305,033.26	8.9%
Expenditures	274,964.00	0.00	274,964.00	

**OCTOBER 2018
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2018	As of OCT 2018	Balance	8.33% % to date
251 2018 W&S Bond Debt Serv Reserve				
Revenues	11,200.00	10,588.28	611.72	94.5%
300 USDA-NRCS EWP				
Revenues	344,795.00	0.00	344,795.00	
Expenditures	161,250.00	0.00	161,250.00	
301 Pine Cone Drive Spillway				
Expenditures	164,525.60	2,400.00	162,125.60	1.4%
302 Robert Hiram Bridge Sheet Pile Wall				
Revenues	0.00	0.00	0.00	
Expenditures	76,261.71	1,080.00	75,181.71	1.4%
303 MDOT-TA Grant: Martin Bluff Sidewalk				
Revenues	578,784.00	0.00	578,784.00	
Expenditures	1,060,348.40	0.00	1,060,348.40	
304 Town Commons Park Project				
Revenues	0.00	500,000.00	(500,000.00)	
Expenditures	0.00	0.00	0.00	
350 Elevated Water Tank				
Revenues	1,086,500.00	0.00	1,086,500.00	
Expenditures	1,044,000.00	13,000.00	1,031,000.00	1.2%
351 Bemis Sewer Project				
Revenues	1,302,014.00	0.00	1,302,014.00	
Expenditures	1,302,014.00	0.00	1,302,014.00	
352 2018 Bond General Construction/Admin				
Revenues	10,000.00	6,351.79	3,648.21	63.5%
Expenditures	1,446,448.00	0.00	1,446,448.00	
353 Hwy 57 Utility Line Relocation				
Revenues	2,143,479.00	0.00	2,143,479.00	
Expenditures	2,143,479.00	0.00	2,143,479.00	
354 Robinson Still Road Utility Extension				
Revenues	336,318.00	0.00	336,318.00	
Expenditures	336,318.00	6,640.00	329,678.00	1.9%
404 Solid Waste Fund				
Revenues	1,567,944.00	96,840.38	1,471,103.62	6.1%
Expenditures	1,484,526.00	102,952.46	1,381,573.54	6.9%

**OCTOBER 2018
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2018	As of OCT 2018	Balance	8.33% % to date
421 MSB - Water Ionization Plant				
Expenditures	56,287.52	0.00	56,287.52	
495 DS Reserve Fund: 2012 Bond				
Revenues	600.00	906.58	(306.58)	151.0%
Expenditures	491,325.00	0.00	491,325.00	
497 DS Fund: 2013 SO Bond				
Revenues	1,000.00	369.40	630.60	36.9%
Expenditures	2,000.00	0.00	2,000.00	
602 DS Fund: 2012 Bond Refinance				
Revenues	575,280.00	22,290.95	552,989.05	3.8%
Bonds Payable	1,403,900.00	0.00	1,403,900.00	

**OCTOBER 2018
YEAR TO DATE TOTALS**

ENTERPRISE (400)

	BUDGET FY 2019	OCT 2018	Balance	8.33% % to date
Utility Fund Revenues	9,124,000.00	846,021.15	8,277,978.85	9.2%
Administration	3,187,726.00	246,740.49	2,940,985.51	7.7%
Water & Sewer O & M	3,020,016.00	188,929.97	2,831,086.03	6.2%
Debt Service	1,164,489.00	207,876.98	956,612.02	17.8%
Transfers	2,435,335.00	40,000.00	2,395,335.00	1.6%
Contingencies	200,000.00	0.00	200,000.00	
Utility Fund Expenditures	10,007,566.00	683,547.44	9,324,018.56	6.8%
<i>Total Operating Expenditures</i>	<i>5,995,742.00</i>	<i>435,670.46</i>	<i>5,560,071.54</i>	
<i>Total Capital Outlay Expenditures</i>	<i>212,000.00</i>	<i>0.00</i>	<i>212,000.00</i>	
<i>Total Debt Service</i>	<i>1,164,489.00</i>	<i>207,876.98</i>	<i>956,612.02</i>	
<i>Total Interfund Transfers</i>	<i>2,435,335.00</i>	<i>40,000.00</i>	<i>2,395,335.00</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>10,007,566.00</i>	<i>683,547.44</i>	<i>9,324,018.56</i>	
 <i>Personnel</i>	 <i>487,033.00</i>	 <i>20,601.08</i>	 <i>466,431.92</i>	
<i>Supplies</i>	<i>305,000.00</i>	<i>6,103.49</i>	<i>298,896.51</i>	
<i>Other Services</i>	<i>5,203,709.00</i>	<i>408,965.89</i>	<i>4,794,743.11</i>	
<i>Capital Outlay</i>	<i>212,000.00</i>	<i>0.00</i>	<i>212,000.00</i>	
<i>Debt Service</i>	<i>1,164,489.00</i>	<i>207,876.98</i>	<i>956,612.02</i>	
<i>Interfund Transfers</i>	<i>2,435,335.00</i>	<i>40,000.00</i>	<i>2,395,335.00</i>	
<i>Contingencies</i>	<i>200,000.00</i>	<i>0.00</i>	<i>200,000.00</i>	
<i>Check Total</i>	<i>10,007,566.00</i>	<i>683,547.44</i>	<i>9,324,018.56</i>	

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

Council Meeting:

December 4, 2018

Title:

**Resolution approving the rescheduling of the
January 1, 2019 council meeting**

Introduced by:

Contact Person/Telephone

City Manager 497-8000

Summary Explanation: Resolution approving the rescheduling of the January 1, 2019 council meeting

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

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

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

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

Action Taken:

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

**RESOLUTION FOR SCHEDULING REGULAR
MEETING WHICH FALLS ON A LEGAL HOLIDAY**

RESOLUTION NUMBER 000-2018

WHEREAS, the City Clerk advised the City Manager the Section 21-9-39 of the Mississippi State Code of 1972. Annotated, as amended reads in part as follows, to- wit:

*Regular public meetings of the council shall be held on the first
Tuesday of each month, at such time of day as the council may provide.
When a regular meeting of the council shall fall on a holiday, the
council shall meet the following day.*

WHEREAS, the regular council meeting for January 2019, falls on a legal holiday, being Tuesday, January 1, 2019 which is New Year's Day. That pursuant to statute the Council is required to meet the following day at the same time regular monthly meetings are held; and

BE IT THEREFORE RESOLVED THAT, the regular monthly meeting for the City of Gautier for January 1, 2019 shall be held on January 2, 2019 at 6:30 p.m. is hereby authorized.

BE IT 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:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 4, 2018.

Document: Miss. Code Ann. § 21-9-39

Miss. Code Ann. § 21-9-39

Copy Citation

Current through the 2018 Regular Session.

[Mississippi Code 1972 Annotated](#) [Title 21. Municipalities \(Chs. 1 – 47\)](#) [Chapter 9. Council-Manager Plan of Government \(§§ 21-9-1 – 21-9-83\)](#)

§ 21-9-39. Meetings of the council; quorum; voting.

(1) Regular public meetings of the council shall be held on the first Tuesday of each month, at such time of day as the council may provide. When a regular meeting of the council shall fall on a holiday, the council shall meet the following day. Special meetings may be called at any time by the mayor or two (2) councilmen on at least two (2) days' notice to the mayor and each member of the council. A special meeting may also be held at any time by written consent of the mayor and all members of the council. At all meetings of the council, a majority of the members thereof shall constitute a quorum. The quorum required by this section may be established by teleconference or video means as provided in Section 25-41-5(2). The affirmative vote of a majority of all of the members of the council shall be necessary to adopt any motion, resolution or ordinance, or to pass any measure whatever, unless a greater number is provided in this chapter. Upon every vote taken by the council, the yeas and nays shall be called and recorded, and every motion, resolution or ordinance shall be reduced to writing before the vote is taken thereon. Upon request of one or more council members, any motion, resolution or ordinance shall be read by the clerk before the vote is taken thereon. The city or town manager may be appointed only at a regular meeting of the council with no less than a majority of the members, plus one (1), in attendance.

(2) The council may, pursuant to Section 21-17-17, set a day other than Tuesday for the holding of its regular monthly meeting.

History

Codes, 1942, § 3825.5-28; Laws, 1948, ch. 385, § 28; Laws, 1952, ch. 372, § 15; Laws, 1973, ch. 324, § 3; Laws, 1979, ch. 403, § 5; Laws, 1987, ch. 503, § 4; Laws, 2012, ch. 442, § 6; Laws, 2017, ch. 319, § 6, eff from and after July 1, 2017.

▼ Annotations

CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet

Council Meeting:
Title:

December 4, 2018
Approval of a Shepard State Park Mobile Home
Lease Agreement between the City of Gautier
and David Longstreet

Introduced by:
Contact Person/Telephone

Chassity Bilbo 497-8000 Ext. 317

Summary Explanation: Approval of a Shepard State Park Mobile Home Lease Agreement between the City of Gautier and David Longstreet.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2018

WHEREAS, The City manages the day-to-day operations and maintenance of Shepard State Park; and

WHEREAS, the Park has a 3 bedroom mobile home which the City uses to house the Park Ranger; and

WHEREAS, the lease agreement provides that in lieu of paying rent and some utilities, the Tenant/Park Ranger will perform specified maintenance tasks and “on call” duties at the park;

WHEREAS, the City Council finds that performance of these duties is good and valuable consideration for the occupancy of the leased premises;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Shepard State Park mobile home lease agreement between the City of Gautier and David Longstreet 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:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 4, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 11/27/2018
Subject: Consideration of a Lease Agreement for the Shepard State Park Mobile Home –David Longstreet

REQUEST:

The Parks & Recreation Department would like to proceed with execution of a lease agreement between the City of Gautier and Clark Gautier to reside in the Shepard State Park Mobile Home. Clark Gautier will serve as the Park Ranger.

BACKGROUND:

The City manages the day-to-day operations and maintenance of Shepard State Park. The Park has a 3 bedroom mobile home which the City uses to house the Park Ranger. The mobile home has been vacant for some time. The Parks & Recreation Department would like to re-implement this lease agreement. In lieu of paying rent and some of the utilities, the Park Ranger will perform maintenance and “on call” duties at the park.

DISCUSSION:

The Park Ranger is required to perform an average of 25 hours per week of lawn and facility maintenance and share the “on call” duties at Shepard State Park in exchange for “free” rent, power service, water service, and sewer/trash service. The lawn and facility maintenance duties include standard required duties and an additional duty list that can be used to supplement the standard required duties. Standard required duties would include items such as mowing, weed-eating, camp site cleaning, daily restroom cleaning/restocking, trail trimming, emergency repairs, etc. Additional duties may include items such as, archery range construction, painting, pressure washing, facility repairs, etc. “On Call” duties would include responding to campers calls, responding to emergencies, monitoring site security, and other care taker type duties after normal office hours: 5 p.m. to 8 a.m. Monday through Sunday.

RECOMMENDATION:

Staff recommends the City Council authorize execution of the Lease.

The City Council may:

1. Authorize execution of the Shepard State Park Mobile Home Lease as submitted; or
2. Authorize execution of the Shepard State Park Mobile Home Lease with changes; or
3. Deny the Execution of the Lease.

ATTACHMENTS:

1. Lease-Shepard MobileHome 12.4.18

**REAL ESTATE LEASE
SHEPARD STATE PARK MOBILE HOME**

This Lease Agreement, entered into and effective this the _____ day of _____, 2018 (the effective date), by and between the City of Gautier hereinafter called the Property Manager or Lessor or the Landlord, and _____, hereinafter call the Lessor or Tenant, and that in consideration of the covenants herein contained, on the part of the said Lessee to be kept and performed, the said Lessor does hereby demise and lease to the said Lessee, the 3 bedroom mobile home situated at 1034 Graveline Road, City of Gautier, County of Jackson, State of Mississippi.

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to the Tenant the 3 bedroom mobile home that is located at Shepard Park (the "Premises") located at 1034 Graveline Rd, Gautier, Mississippi 39553.

TERM. The lease term will begin on the "effective" date listed above and will terminate one year from the "effective" date, and thereafter shall be automatically renewed for three months on the same terms and conditions as stated herein, save any changes made pursuant to law, until terminated.

MANAGEMENT. The Tenant is hereby notified that City of Gautier is the Property Manager in charge of the Property. Should the tenant have any issues or concerns, the Tenant may contact City of Gautier at 228 497-8000 or by mailing a letter to 3330 Hwy 90, Gautier, Mississippi 39553.

LEASE PAYMENTS. In lieu of a monthly rental fee, power service, and water/sewer/garbage service, the Tenant is to provide lawn and facility maintenance at the Park for an average of 25 hours per week. In addition, the "on call" duties from 5 p.m. through 8 a.m., Monday through Sunday, will be shared with the other permanent park tenant residing at the host site. Park Ranger will be responsible for the following duties:

- Cutting of fields, bark park, archery lanes, hiking trails, and disc golf lanes
- General lawn care
- Trimming of limbs throughout park
- Maintain the areas around the restrooms and bath house
- Maintain the areas around the pavilion
- Cleaning of campsites
- Emptying trash receptacles
- Respond to camper inquiries after hours
- Lawn maintenance
- Clean Restrooms
- Performs special projects and other duties as assigned by the Recreation Director

These duties will be shared with the other permanent park tenant residing at the host campsite. "On Call" duties would include responding to campers calls, responding to

emergencies, monitoring site security, and other care taker type duties after normal office hours: 5 p.m. to 8 a.m. Monday through Sunday.

Routine Maintenance of the leased premises will not be included in the average work hour calculation.

Work schedule and time off shall be coordinated with the other permanent park tenant residing in the house on site.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted. Any personal property shall be removed prior to the termination date

USE OF PREMISES/ABSENCES. Tenant shall occupy and use the Premises as a full-time residential dwelling unit. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

No retail, commercial or professional use of the Premises is allowed unless the Tenant receives prior written consent of the Landlord and such use conforms to applicable zoning laws. In such case, Landlord may require Tenant obtain liability insurance for the benefit of Landlord.

OCCUPANTS. No more than 3 adults or 2 adults/4 children may reside on the Premises unless the prior written consent of the Landlord is obtained. The Landlord shall be notified of the names of the occupants of the premises and any changes thereof.

This Lease and occupancy of the premises is binding, on each person(s) specifically named and who signs this Lease. The tenant may not sub-let the premises. The tenant may share required duties with another occupant in the premises as approved by the Landlord.

Tenant may have overnight guests on the Premises for not over 7 consecutive days or 14 days in a calendar year, and no more than two guests per bedroom at any one time. Persons staying more than 7 consecutive days or more than 14 days in any calendar year shall NOT be considered original tenants of the Premises. Tenant must obtain the prior written approval of Landlord if an invitee of Tenant will be present at the Premises for more than 7 consecutive days or 14 days in a calendar year.

FURNISHINGS/APPLIANCES. The following furnishings or appliances will be provided by Landlord: Range Stove, Refrigerator, Dishwasher, Window Blinds. Tenant shall return all such items at the end of the lease term in a condition as good as existed at the beginning of the lease term, normal wear and tear excepted.

RENEWAL TERMS. This Lease shall automatically renew for an additional period of 3 months per renewal term, unless either party gives written notice in accordance with

“Termination Clause” below. The lease terms during any such renewal term shall be the same as those contained in this Lease unless Landlord makes changes in writing to the assigned duties in lieu of rent.

PETS. No pets, dogs, cats, birds, fish or other animals shall be allowed on the Premises, even temporarily or with a visiting guest, without prior written consent of Landlord. As required by law, Service Animal(s) are the only exception to this rule. If a pet has been in a Tenant's apartment or allowed into the building, even temporarily (with or without Landlord's permission) Tenant may be charged for cleaning, de-fleaing, deodorizing or shampooing any portion of the building or Premises at the discretion of Landlord. Small pets may be allowed with prior written approval and a pet deposit fee in the amount of \$250.00.

Strays shall not be kept or fed in or about the Premises. Strays can be dangerous and Landlord must be notified immediately of any strays in or about the Premises.

KEYS. Tenant will be given 2 keys to the Premises. All keys must be returned to Landlord following termination of the Lease. Tenant is not permitted to change any locks or place additional locking devices on any door or window of the Premises without Landlord's approval prior to installation. If changes are allowed, Tenant must provide Landlord with keys to any changed locks immediately upon installation.

MAINTENANCE. Lessee will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the mobile home or on or about the leased premises in good order and repair; keep the HVAC clean; keep the use of power to a standard usage rate; maintain the lawn adjacent to the premises; keep the walks free from dirt and debris; and, at his sole expense, shall make all required repairs to the plumbing, appliances, HVAC, structure, and electric and gas fixtures whenever damage thereto shall have resulted from Lessee's misuse, waste, or neglect or that of his guest, family, agent, or visitor. The Lessee covenants and agrees with Lessor to take good care of and keep in clean and healthy condition the premises and their fixtures, and to commit or suffer no waste therein; that no changes or alterations of the premises shall be made or partitions erected, nor walls papered, signs placed, or painting done on or about the leased premises by Lessee or at his direction without the consent in writing of Lessor; that Lessee will make all repairs required to the walls, windows, glass, ceilings, paint, plastering, plumbing work, pipes, and fixtures belonging to the premises, whenever damage or injury to the same shall have resulted from misuse or neglect; and Lessee agrees to pay for any and all repairs that shall be necessary to put the premises in the same condition as when he entered therein, reasonable wear excepted, and the expenses of such repairs shall be included within the terms of this lease and any judgment by confession entered therefore.

The Lessor shall not be liable for any damage occasioned by failure to keep the premises in repair, and shall not be liable for any damage done or occasioned by or from plumbing, gas, water, or other pipes, sewerage, or the bursting, leaking, or running from any tank, washstand, water closet, or waste pipe, in above, upon or about the

premises, nor for damage occasioned by water, snow, or ice, being upon or coming through the roof, skylight, trapdoor, window, or otherwise, not for any damage arising from acts or neglect of any owners or occupants of adjacent or contiguous property.

Repairs necessitated by normal wear, tear, and aging, will be performed by the Lessor. Except in an emergency, all maintenance and repair requests must be made in writing and delivered to Landlord or its Agent. A repair request will be deemed permission for the Landlord or its Agent to enter the Premises to perform such maintenance or repairs in accordance with "Access by Landlord to Premises" herein unless otherwise specifically requested, in writing, by Tenant. Tenant may not place any unreasonable restrictions upon Landlord's or Landlord's Agent's access or entry.

UTILITIES AND SERVICES. Landlord will provide power, water, sewer/trash service to the premises. The Tenant will be responsible for all other utilities desired.

PROPERTY INSURANCE. Landlord shall not be responsible for the contents/personal belongings of the premises. The Tenant, at his sole discretion, may carry a "renters" insurance policy. The Landlord shall not be responsible for any damage incurred to Tenant/Guest personal property.

OTHER. The Tenant will receive work assignments from the Parks and Recreation Director or authorized designee. As additional consideration for this lease, the City will provide, from time to time, as it deems necessary, the use of city-owned vehicles and equipment for the execution of the Park Rangers responsibilities under this Lease. City vehicles and equipment may be used for providing city services only and may not be used by the Park Ranger for any other purpose.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. After written notice of such default is provided by Landlord to Tenant, Landlord may elect to cure such default and the cost of such action shall be added to Tenant's financial obligations under this Lease or additional work duties may be assigned. In the event of Tenant's default, Landlord may, in the alternative, elect to terminate the lease as provide herein.

TERMINATION CLAUSE. Landlord or Tenant may, upon 45 days written notice to the other party, terminate this lease. Termination will be effective as of the last day of the calendar month following the end of the 45 day notice period.

MILITARY TERMINATION CLAUSE. In the event, the Tenant is, or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter the Tenant receives permanent change of station orders to depart from the area where the Premises are located, or is relieved from active duty, retires or separates from the military, or is ordered into military housing, then in any of these events, the Tenant may terminate this lease upon giving thirty (30) days written notice to the Landlord. The Tenant shall also provide to the Landlord a copy of the official orders or a letter signed by the tenant's commanding officer, reflecting the change, which warrants termination under this clause.

DESTRUCTION OR CONDEMNATION OF PREMISES. If the Premises are partially destroyed by fire or other casualty to an extent that prevents the conducting of Tenant's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction, Landlord shall repair the Premises and a just proportion of the work assignments shall abate during the period of the repair according to the extent to which the Premises have been rendered untenable. However, if the damage is not repairable within sixty days, or if Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is condemned, this Lease shall terminate upon twenty days' written notice of such event or condition by either party. Tenant shall give Landlord immediate notice of any damage to the Premises.

HABITABILITY. Tenant has inspected the Premises and fixtures (or has had the Premises inspected on behalf of Tenant), and acknowledges that the Premises are in a reasonable and acceptable condition of habitability for their intended use, and the agreed work schedule in lieu of rent payment is fair and reasonable. If the condition changes so that, in Tenant's opinion, the habitability and rental value of the Premises are adversely affected, Tenant shall promptly provide reasonable notice to Landlord.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective tenants or workers. Landlord will provide reasonable notice of its intention to enter the Premises. If Tenant has, after written notice to cease, continued to deny Landlord access to the unit, as required by State law, such failure is a substantial breach of this agreement and is a just cause for eviction. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence. Tenant hereby expressly releases Landlord and/or Agent from any and all liability for loss or damage to Tenant's property or effects whether in the Premises, storerooms or any other location in or about the Premises, arising out of any cause whatsoever, including but not limited to rain, plumbing leakage, fire or theft, except in the case that such damage has been adjudged to be the result of the gross negligence of Landlord, Landlord's employees, and/or Agents.

ACCOMMODATION. Landlord agrees to and is committed to complying with all applicable laws providing equal housing opportunities. To ensure compliance, Landlord will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or a tenant, unless

undue hardship would result. It is the applicant or Tenant's responsibility to make Landlord aware of any required accommodation. In writing, the individual with the disability should specify the nature and effect of the disability and any accommodation he or she needs. If after thoughtful consideration and evaluation, the accommodation is reasonable and will not impose an undue hardship, Landlord will make the accommodation. Landlord reserves the right to require appropriate medical verification of the disability.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

COMPLIANCE WITH REGULATIONS. Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

MECHANICS LIENS. Neither Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor assign, mortgage or pledge this Lease. This is a blanket prohibition, meaning no replacement tenant(s) will be permitted and no additional tenant or occupant will be allowed in the Premises even if a Tenant leaves the Premises. This prohibition applies to each and every term of this Lease in regard to space leased to Tenant. Any waiver of this prohibition must be secured from the Landlord in writing. In the event the prohibition is invalidated or lifted, Tenant, Landlord and any subtenant or assignee agrees to be bound by each and every provision contained in this Lease.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions shall be deemed received on the third day after posting.

LANDLORD:

City of Gautier
3330 Highway 90
Gautier, MS 39553

TENANT:

1034 Graveline Rd,
Gautier, Mississippi 39553

Such addresses may be changed from time to time by either party by providing notice as set forth above.

GOVERNING LAW. The laws of the State of Mississippi shall govern the interpretation, validity, performance and enforcement of this lease. If any provision of this lease should be held invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

ENTIRE AGREEMENT/AMENDMENT. This Lease contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of parties and their respective legal representatives, successors and assigns.

LESSOR (LANDLORD):

City of Gautier
Paula S. Yancey, City Manager

Dated: _____

LESSEE (TENANT):

Dated: _____

CITY OF GAUTIER
Consent Agenda Item #5
Fact Sheet

Council Meeting:
Title:

December 4, 2018
Approval for Amendment #1 to the professional services agreement with Seymour Engineering for work associated with the Robinson Still Road Water and Sewer project

Introduced by:
Contact Person/Telephone

April Havens 497-8000 Ext. 315

Summary Explanation: Approval for Amendment #1 to the professional services agreement with Seymour Engineering for work associated with the Robinson Still Road Water and Sewer project in an amount not to exceed \$59,120.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2018

WHEREAS, the City of Gautier annexed the Robinson Still Road area in 2002.

WHEREAS, engineering work is required to determine the best way to provide water services to the area; and

WHEREAS, the City entered into a professional services agreement with Seymour Engineering on August 24, 2018 to provide services including topographic survey, obtaining approvals from the Mississippi Department of Health/Jackson County Utility Authority, engineering plans and specifications, construction phase services, construction administration, and RPR related to supplying water service to this annexed area; and

WHEREAS, Amendment #1 to the original agreement proposes to add sewer services to the scope of engineering work, which will add an additional \$59,120 to the contract cost. The original contract cost was \$54,440; and

WHEREAS, the project will be funded through the revenue bond;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Amendment 1 to the professional services agreement with Seymour Engineering for work associated with the Robinson Still Road Water Project in an amount not to exceed \$59,120 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 December 4, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 11/27/2018
Subject: Robinson Still Road Water and Sewer Project – Amendment #1 to Professional Services Agreement with Seymour Engineering

REQUEST:

The Grants and Projects Department requests City Council approval for Amendment #1 to the professional services agreement with Seymour Engineering for work associated with the Robinson Still Road Water and Sewer Project in an amount not to exceed \$59,120.

BACKGROUND:

The City of Gautier annexed the Robinson Still Road area in 2002. This engineering work is to determine the best way to provide water and sewer services to the area. The project will be funded through the revenue bond.

DISCUSSION:

An agreement was approved August 24, 2018 for Seymour Engineering to provide services including topographic survey, obtaining approvals from the Mississippi Department of Health/Jackson County Utility Authority, engineering plans and specifications, construction phase services, construction administration, and RPR related to supplying water service to this annexed area. This Amendment #1 is to add sewer services to the scope of engineering work. This will add an additional \$59,120 to the contract cost. The original contract cost was \$54,440. If approved, the total contract cost would be \$113,560.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve Amendment #1 to the professional services agreement with Seymour Engineering for work associated with the Robinson Still Road Water and Sewer Project in an amount not to exceed \$59,120.

The City Council may:

- 1) Approve Amendment #1 to the professional services agreement with Seymour Engineering for the Robinson Still Road Water and Sewer Project as presented; or
- 2) Not approve Amendment #1 to the professional services agreement with Seymour Engineering for the Robinson Still Road Water and Sewer Project as presented.

ATTACHMENTS:

1. Amendment No. 1
2. Business Agenda Item 5 - Approval for Amendment #1 to the professional services agreement with Seymour Engineering



AMENDMENT NO. 1

**AGREEMENT BETWEEN
CITY OF GAUTIER, MISSISSIPPI
AND
SEYMOUR ENGINEERING**

An Agreement was executed on August 24, 2018 by and between the City of Gautier, Mississippi and Seymour Engineering for professional services in connection with the extension of a water main on Robinson Still Road.

This Amendment shall revise the scope to include a sanitary sewer system. A low-pressure grinder system shall be designed. Design drawings and technical specifications will be provided. Local and State approvals will be obtained. Bidding, Construction Administration, and Resident Project Representative services shall be provided.

Total Additional Cost: \$59,120.00

The compensation due to Seymour Engineering shall be revised to allow for payment as outlined above.

This Amendment No. 1 is approved on this the ____ day of _____, 2018.

Mark M. Seymour, Jr., P.E.
Seymour Engineering

City Manager
City of Gautier

ATTEST:

CITY OF GAUTIER
Consent Agenda Item #6
Fact Sheet

Council Meeting:
Title:

December 4, 2018
Approval to allow Culpepper and Associates to
act as authorized agent on behalf of the City of
Gautier related to the Bemis Avenue Sewer
project.

Introduced by:
Contact Person/Telephone

April Havens 497-8000 Ext. 315

Summary Explanation: Approval to allow Culpepper and Associates to act as authorized agent on behalf of the City of Gautier related to the Bemis Avenue Sewer project.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2018

WHEREAS, the City has been awarded \$590,000 in CDBG Public Facilities funding to support the Bemis Avenue Sewer Project; and

WHEREAS, the Community Development Block Grant Program provides for a maximum grant amount per project of \$600,000 for cities and counties with a population greater than 3,500 people; 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 Culpepper and Associates 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 Culpepper and Associates 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 Bemis Avenue Sewer Project.

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

Motion was made by **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 December 4, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 11/29/2018
Subject: Bemis Avenue Sewer Project – Culpepper and Associates Agent Authorization for Mississippi Department of Marine Resources Permit Application

REQUEST:

The Grants and Projects Department requests City Council approval to allow Culpepper and Associates to act as an authorized agent on behalf of the City related to the Bemis Avenue Sewer Project.

BACKGROUND:

The City of Gautier has been awarded \$590,000 in CDBG Public Facilities funding to support the Bemis Avenue Sewer Project. The Community Development Block Grant Program provides for a maximum grant amount per project of \$600,000 for cities and counties with a population greater than 3,500 people.

DISCUSSION:

The Department of Marine Resources requires the City to execute an Agent Authorization form in order to allow Culpepper and Associates 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 Culpepper and Associates to act as an authorized agent on behalf of the City related to the Mississippi Department of Marine Resources permitting process for the Bemis Avenue Sewer Project.

The City Council may:

- 1) Approve Culpepper and Associates to act as an authorized agent on behalf of the City related to the Mississippi Department of Marine Resources permitting process for the Bemis Avenue Sewer Project as presented; or
- 2) Not approve Culpepper and Associates to act as an authorized agent on behalf of the City related to the Mississippi Department of Marine Resources permitting process for the Bemis Avenue Sewer Project as presented.

ATTACHMENTS:

1. DMR Agent Authorization - Culpepper and Associates



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:

Culpepper and Associates

(name of agent)

Bemis Ave., Gautier, MS

(location of project)

P. O. Box 1407

(address)

Long Beach, MS 39560

(city, state, zip code)

228 518 0905

(agent phone number)

(print applicant name)

(applicant signature)

(date)

Do you want the permit mailed to the agent? XX Yes No

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

Council Meeting:

December 4, 2018

Title:

Authorization requested to purchase a New Holland Front End Loader for \$10.00 from the Jackson County Board of Supervisors

Introduced by:

Contact Person/Telephone

City Manager 497-8008

Summary Explanation: Authorization requested to purchase a New Holland Front End Loader for \$10.00 from the Jackson County Board of Supervisors.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2018

WHEREAS, Jackson County owns a New Holland Front End Loader , for which it no longer has any use; and

WHEREAS, the City of Gautier has requested that Jackson County sell the equipment to the City of Gautier for \$10.00; and

WHEREAS, the City of Gautier would benefit from the use of this equipment to assist the Recreation Department in day to day operations; and;

WHEREAS, pursuant to Miss. Code Ann. Section 31-7-13(m)(iv), Jackson County may sell this equipment to the City of Gautier for an amount below fair market value so long as the sale is in the best interests of the taxpayers of the State of Mississippi; and

WHEREAS, the Mayor and Council Members hereby find that this purchase would be in the best interest of the City and the taxpayers of the State of Mississippi;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the purchase of a New Holland Front End Loader (Serial #570111) from Jackson County for \$10.00 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 December 4, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: City Council

From: Paula Yancey, City Manager

Date: December 4, 2018

Subject: Approve the transfer of the Front-End Loader (ICN# 000446) to the City of Gautier from the Jackson County Board of Supervisors

Request:

The City Manager requests the City Council approve the transfer of a Front-End Loader (ICN# 000446) from the Jackson County Board of Supervisors to the City of Gautier.

Background:

The Front-End Loader is in fair condition.

Discussion:

The truck is no longer needed by the County.

Recommendation:

The City Manager recommends the City Council approve the transfer of the Front-End Loader (New Holland) from the Jackson County Board of Supervisors.

The City Council may:

1. Approve the transfer of the Front-End Loader from the Jackson County Board of Supervisors to the City of Gautier; or
2. Not Approve the transfer of the Front-End Loader from the Jackson County Board of Supervisors to the City of Gautier.

Attachments:

1. Property Transfer Form

Inventory Control
Jackson County Board of Supervisors
Phone: 769-3192
Fax: 769-3186

N. Michelle Anglada
Inventory Control Mgr.
nancy_anglada@co.jackson.ms.us

Diana Dixon
Inventory Control Asst.
diana_dixon@co.jackson.ms.us

PROPERTY TRANSFER FORM

ICN:	000446	
FROM:	Roads (West.005/Central)	228-826-2547
	(Department)	(No.)
TO:	City of Gautier	228-497-8000
	(Department)	(No.)
DESCRIPTION:	Front End Loader (New Holland)	
SERIAL NO:	570111	
MILEAGE/HOURS:	Broke	
CONDITION:	Fair	
REASON FOR TRANSFER:	No longer needed	

NOTE: BOTH PARTIES MUST SIGN TRANSFER FORM.

_____	_____
(Authorized Signature)	(Date)
_____	_____
(Authorized Signature)	(Date)

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

Council Meeting:

December 4, 2018

Title:

Resolution requesting additional recreational funds of \$150,000 from the Jackson County Board of Supervisors

Introduced by:

Contact Person/Telephone

City Manager 497-8000

Summary Explanation: Resolution requesting additional recreational funds of \$150,000 from the Jackson County Board of Supervisors to be used for design/engineering of Bacot Park and the purchase of the indoor soccer complex.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

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

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

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

Action Taken:

There came 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 REQUESTING ADDITIONAL FUNDS OF \$150,000 FROM THE JACKSON COUNTY BOARD OF SUPERVISORS TO USE TOWARDS ENGINEERING AND PRELIMINARY DESIGN ON BACOT PARK IMPROVEMENTS AND THE PURCHASE PRICE OF THE INDOOR SOCCER COMPLEX

WHEREAS, the Jackson County Board of Supervisors has the authority to participate in joint recreational projects with the City of Gautier; and

WHEREAS, the City of Gautier receives recreational funds pursuant to an Interlocal Agreement from the Jackson County Board of Supervisors; and

WHEREAS, the City of Gautier is requesting additional recreational funds of \$150,000 from the Jackson County Board of Supervisors; and

WHEREAS, the City will use \$50,000 on engineering and preliminary design for Bacot Park and the remaining \$100,000 towards the \$125,000 purchase price of the indoor soccer complex; and

WHEREAS, both Bacot Park and the indoor soccer complex will be used by City and County residents alike.

BE IT THEREFORE RESOLVED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City hereby requests additional recreational funds from the Jackson County Board of Supervisors for the design and engineering of Bacot Park and the purchase of the indoor soccer complex.

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:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 4, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: City Council

From: Paula Yancey, City Manager

Date: December 4, 2018

Subject: Approve the additional recreational funds provided by the County in order to fund the City of Gautier for the design and engineering of Bacot Park and the purchase of the indoor soccer complex.

Request:

The City Manager requests the City Council approve the additional recreational funds provided by the County in order to fund the City of Gautier for the design and engineering of Bacot Park and the purchase of the indoor soccer complex.

Background:

Because the County has the authority to participate in joint recreational projects with the City, they are willing to give us \$50,000 to begin engineering and preliminary design on Bacot Park and will also give us \$100,000 towards the \$125,000 purchase for the indoor soccer complex. The two facilities will be used by City and County residents alike.

Discussion:

The County is aware we are still exercising our option to purchase the soccer complex. However, the County has asked for the Council to pass a Resolution to request \$150,000 from the County for additional recreational funds. The County wants to give us this money with our other recreational funds they give us each year, as it is the easiest way for all of us.

Recommendation:

The City Manager recommends the City Council approve the additional recreational funds provided by the Jackson County in order to fund the City of Gautier for the design and engineering of Bacot Park and the purchase of the indoor soccer complex.

The City Council may:

1. Approve the additional recreational funds provided by the County in order to fund the City of Gautier for the design and engineering of Bacot Park and the purchase of the indoor soccer complex; or
2. Not Approve the additional recreational funds provided by the County in order to fund the City of Gautier for the design and engineering of Bacot Park and the purchase of the indoor soccer complex.

Attachments:

CITY OF GAUTIER
Consent Agenda Item #9
Fact Sheet

Council Meeting:
Title:

December 4, 2018
Approval of minutes from Recessed Council
Meeting held November 20, 2018

Introduced by:
Contact Person/Telephone

Cynthia Russell 497-8000 Ext. 302

Summary Explanation: Approval of minutes from Recessed Council Meeting held November 20, 2018.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2018

WHEREAS, Miss. Code Ann. 21-15-33 requires that the minutes be adopted and approved by a majority of the members of the governing body at the next regular meeting or within thirty (30) days of the meeting they represent, whichever occurs first. Upon such approval, the minutes are valid from and after the date of the meeting; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from Recessed Council Meeting held November 20, 2018 are hereby approved.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary 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 December 4, 2018.

Tuesday
November 20, 2018
Gautier, Mississippi

BE IT REMEMBERED THAT A RECESS MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held November 20, 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.

**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)**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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2. Consideration for approval for a Special Exception Permit at 2105 Old Spanish Trail for an on-site Mobile Dental Office, PID# 82436055.107 located in a TCMU (Town Center Mixed Use) Zoning District. (GPC CASE # 1820SE)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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3. Approval of Docket of Claims

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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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 K9
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 @ 6:30 PM
www.gautier-ms.gov

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

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

1. Add to Announcements- Gautier Rotary Club Christmas Parade, Saturday, December, 1, 2018 at 11:00 AM
2. Add Consent Agenda Item #14- Resolution approving sponsorship of the Gautier Rotary Club Christmas Parade to be held on December 1, 2018.
3. Add Consent Agenda Item #15- Resolution approving closure of roads and traffic control for the Gautier Rotary Club Christmas Parade to be held on December 1, 2018.
4. Consent Agenda Item #6- The fact sheet should read "Marine Resources," instead of "Maine."

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

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.
-

Presentation

None

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



PHIL BRYANT
GOVERNOR

BY THE GOVERNOR



C. DELBERT 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.

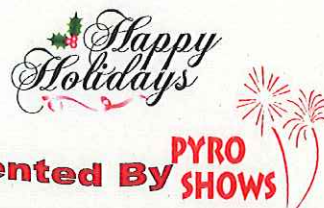


Join the City of Gautier for
Lights & Lagniappe on the Bayou!
"Christmas Light the Night Celebration"

Fireworks Show

December 1st 5:30 p.m.

Gautier City Hall



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

Winter
WonderLand
Snow Party!

Gautier City Hall

December 1st

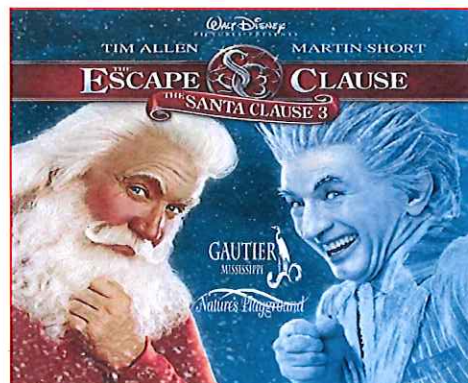
3:00 p.m. – 5:00 p.m.



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

Councilman Vaughan made the motion to approve the operating permit for a landfill expansion by Applewhite Recycling Systems, LLC at 4205 Beasley Road (GPC Case No. 17-01-CU). Councilwoman Martin seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 231-2018

**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 bond, in the amount of \$1,000,000.00.

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

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

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:

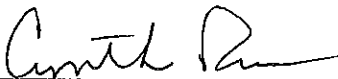
AYES: **Gordon Gollott**
 Mary Martin
 Johnny Jones
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

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.

Councilman Vaughan made the motion to accept the Planning Commission's recommendation and finding of facts to approve the request from Huntington Ingalls Incorporated for a special exception permit that would allow for an on-site mobile dental office in a TCMC, Town Center Mixed Use District, at 2105 Old Spanish Trail, PID #82436055.107 (GPC Case No. 18-20-SE). Councilman Anderson seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 232-2018

**CITY OF GAUTIER
SPECIAL EXCEPTION PERMIT
GPC CASE NO. 18-20-SE
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 **Councilman Vaughan** seconded by **Councilman Anderson** and the following vote was recorded:

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

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

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: Hll'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 4th 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:

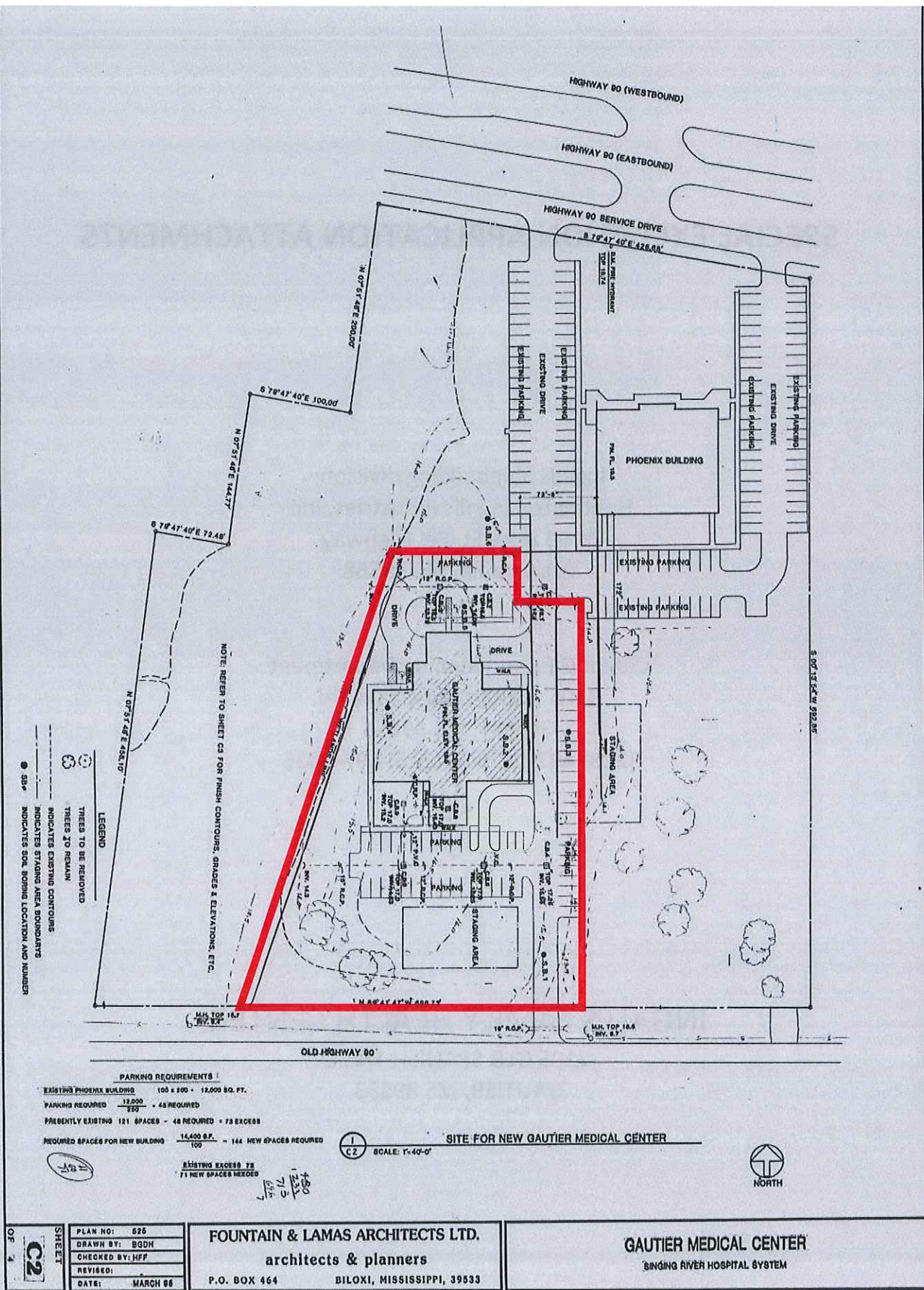
- A. The property changes ownership;
- B. The property is being utilized in a manner not permitted under the zoning regulations or the special exception; or
- C. The property ceases to be used for the purpose allowed in the Special Exception for a period of one hundred eighty (180) consecutive days during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



Description: A tract of land situated in Section 36, Township 7 South, Range 7 West, Garret, Jackson County, Mississippi and more particularly described as follows: Beginning at a point of intersection of the north right-of-way of Old Spanish Trail 145.14 feet to the north right-of-way of Old Spanish Trail; thence North 89 degrees 28 minutes East along the north right-of-way of Old Spanish Trail 145.14 feet to the Point of Beginning; thence North 19 degrees 49' 28" East 36 seconds East along the north right-of-way of Old Spanish Trail 145.14 feet to the Point of Beginning; thence South 89 degrees 49' 28" East 36 seconds East 121.00 feet; thence South 0 degrees 06 minutes West 41.30 feet; thence South 89 degrees 49' 28" East 36 seconds East 121.00 feet; thence South 0 degrees 06 minutes West 41.30 feet to the north right-of-way of Old Spanish Trail; thence North 89 degrees 28 minutes East 36 seconds West along the north right-of-way of Old Spanish Trail 145.14 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 #2009C 0019 G, Revised March 16, 2009

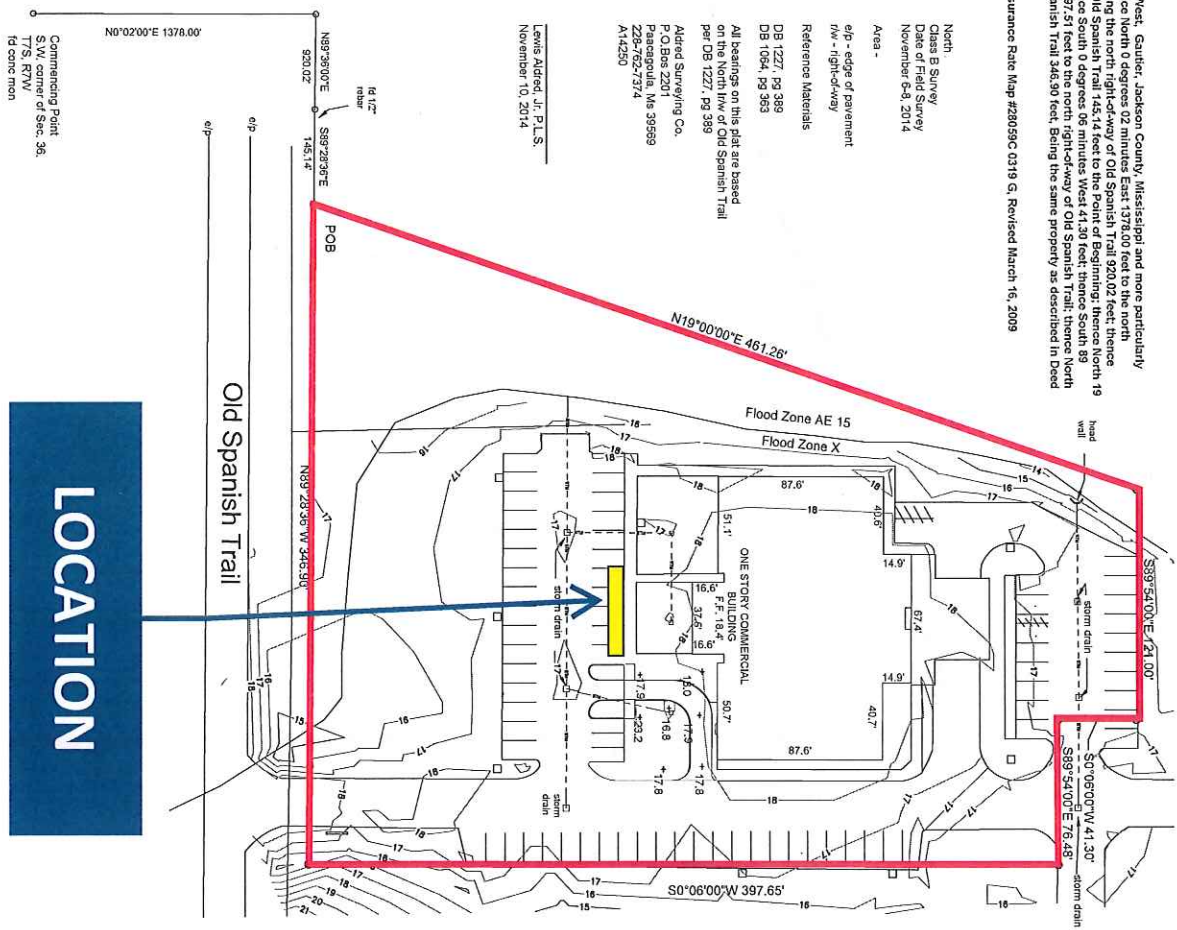
North
Class B Survey
Date of Field Survey
November 6-8, 2014

Area -

e/p - edge of pavement
l/w - right-of-way
Reference Materials

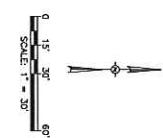
All bearings on this plat are based on the north line of Old Spanish Trail per DB 1227, pg 389
Aldred Surveying Co.
P.O. Box 2201
Pasadena, Ms 39969
228-762-7374
A14250

Lewis Aldred, Jr., P.L.S.
November 10, 2014



Commencing Point
S.W. corner of Sec. 36,
T7S, R7W,
1d conc mon

LOCATION



One Henry Creek Corporate Center
Mississippi, MS 39214-480
414 229 1500
414 229 0037 fax
www.greiff-usa.com

GREIFF

CLIENT:

INGALLS SHIPBUILDING
1000 ACCESS ROAD
PASADENA, MS 39967

OPERATOR:

QUADMEDE
N35 W42ND CORPORATE CIRCLE
SUSSEX, WI 53089

PROJECT TITLE:

FAMILY HEALTH CENTER

ISSUE:

1 12/10/2014 ISSUE FOR PERMIT
2 12/10/2014 ISSUE FOR SET

PROJECT INFORMATION:

PROJECT NUMBER: 20140303.36
DATE: 12/10/2014
DRAWN BY: SRK
CHECKED BY: TWF
APPROVED BY: UJW
SCALE: AS NOTED

SHEET TITLE:

TOPOGRAPHIC SURVEY

SHEET NUMBER:
C101

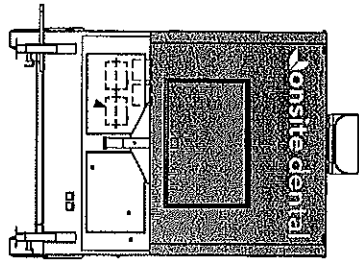
NOTICE: This plat was prepared in accordance with Mississippi Code Title 77, Chapter 13, Subchapter 1, Section 77-13-13, "Regulation of Eminent Domain Proceedings," which requires that a plat of land be submitted to the Department of Transportation for review and approval. The Department of Transportation has reviewed this plat and has determined that it complies with the requirements of the Code. The Department of Transportation does not warrant the accuracy of the information contained herein, nor does it assume any liability for any errors or omissions. The user of this plat assumes all responsibility for its use.



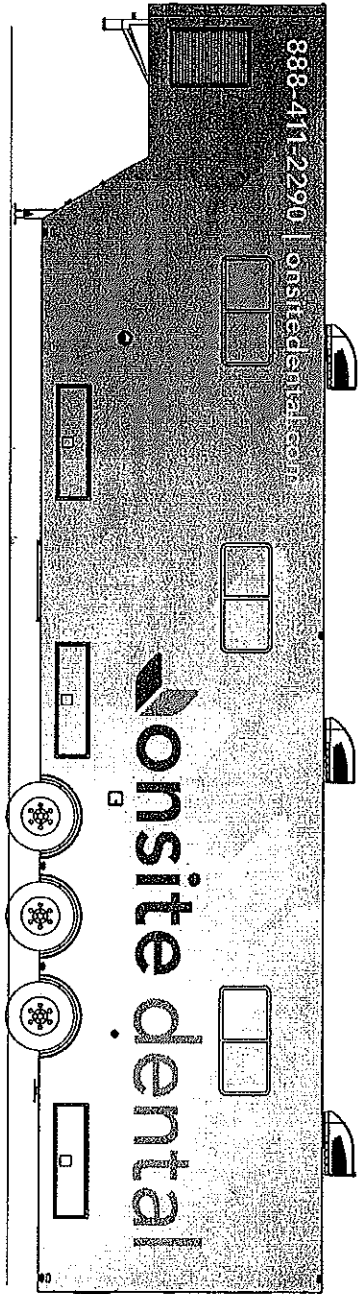
Mobile

MOBILE

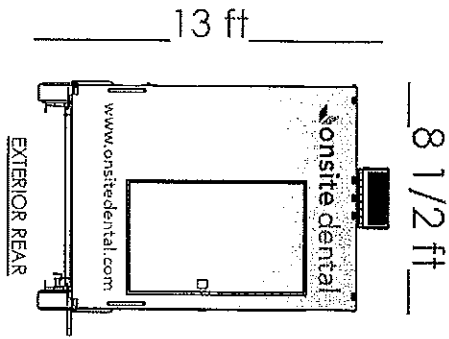
A state-of-the art mobile dental practice that travels to your location. Mobile practices are a simple way to embed medical facilities into a corporate campus.



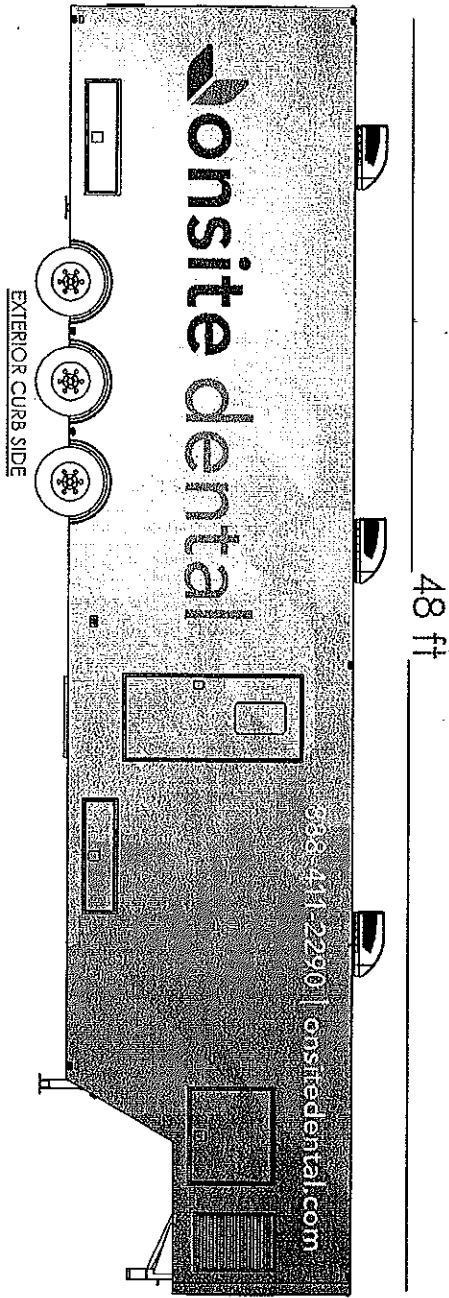
EXTERIOR FRONT



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?*

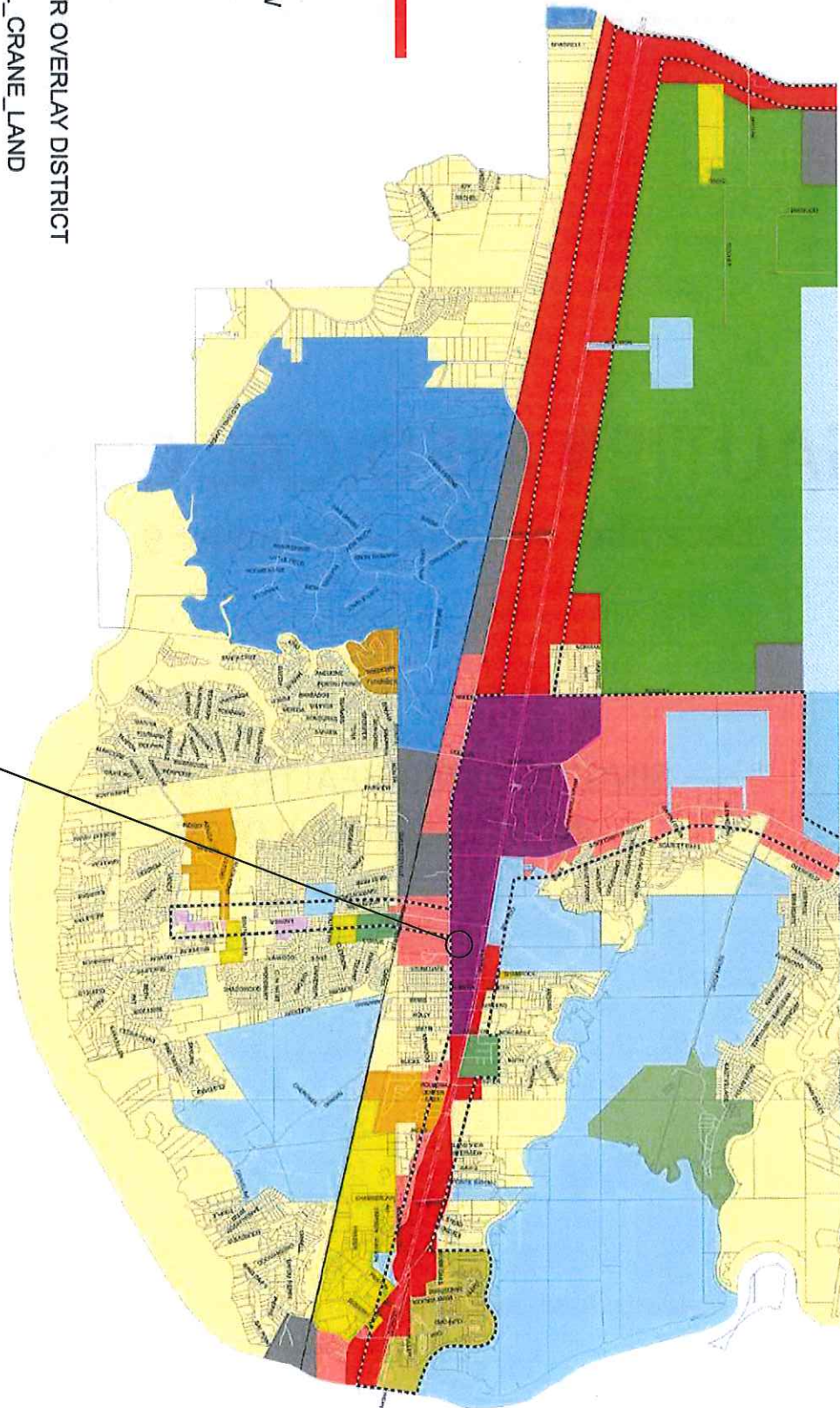
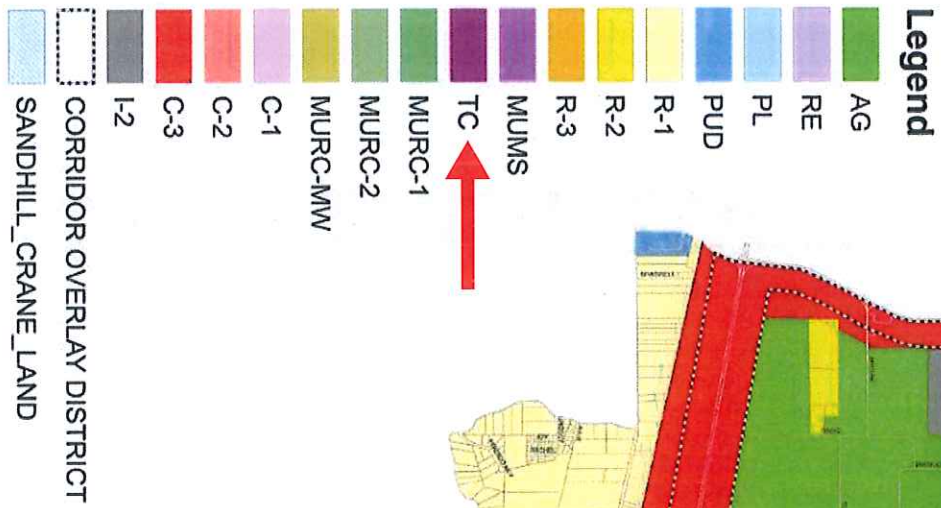
Ingalls Shipbuilding, a division of Huntington Ingalls Industries (“HII”), is requesting a Special Exception to obtain proper permitting in order to facilitate the launch of a new addition to our Ingalls Family Health Center (“IFHC”) located at 2105 Old Spanish Trail in Gautier, MS. Ingalls Shipbuilding 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.



INGALLS FAMILY
HEALTH CENTER

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 11th 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

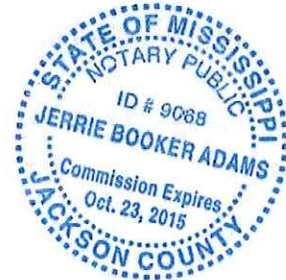


EXHIBIT A
(ARTICLE I)

PREMISES:

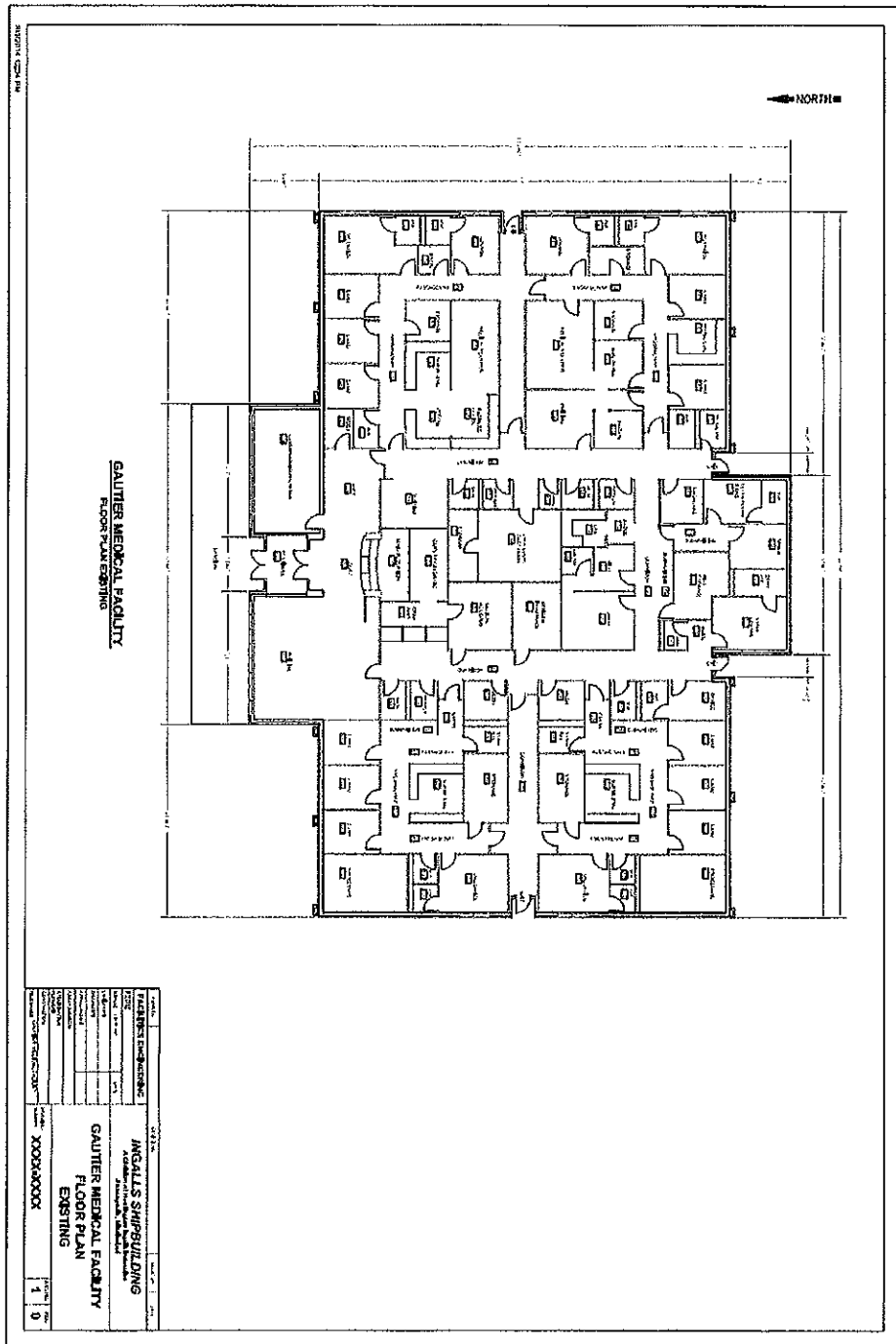
The Premises shall consist of the following building(s) and real property on 2105 Old Spanish Trail, in the City of Gautier, Jackson County, Mississippi:

<u>Bldg ID#</u>	<u>Description</u>	<u>Address</u>	<u>Square Footage</u>
####	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)

1 4 0 0



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

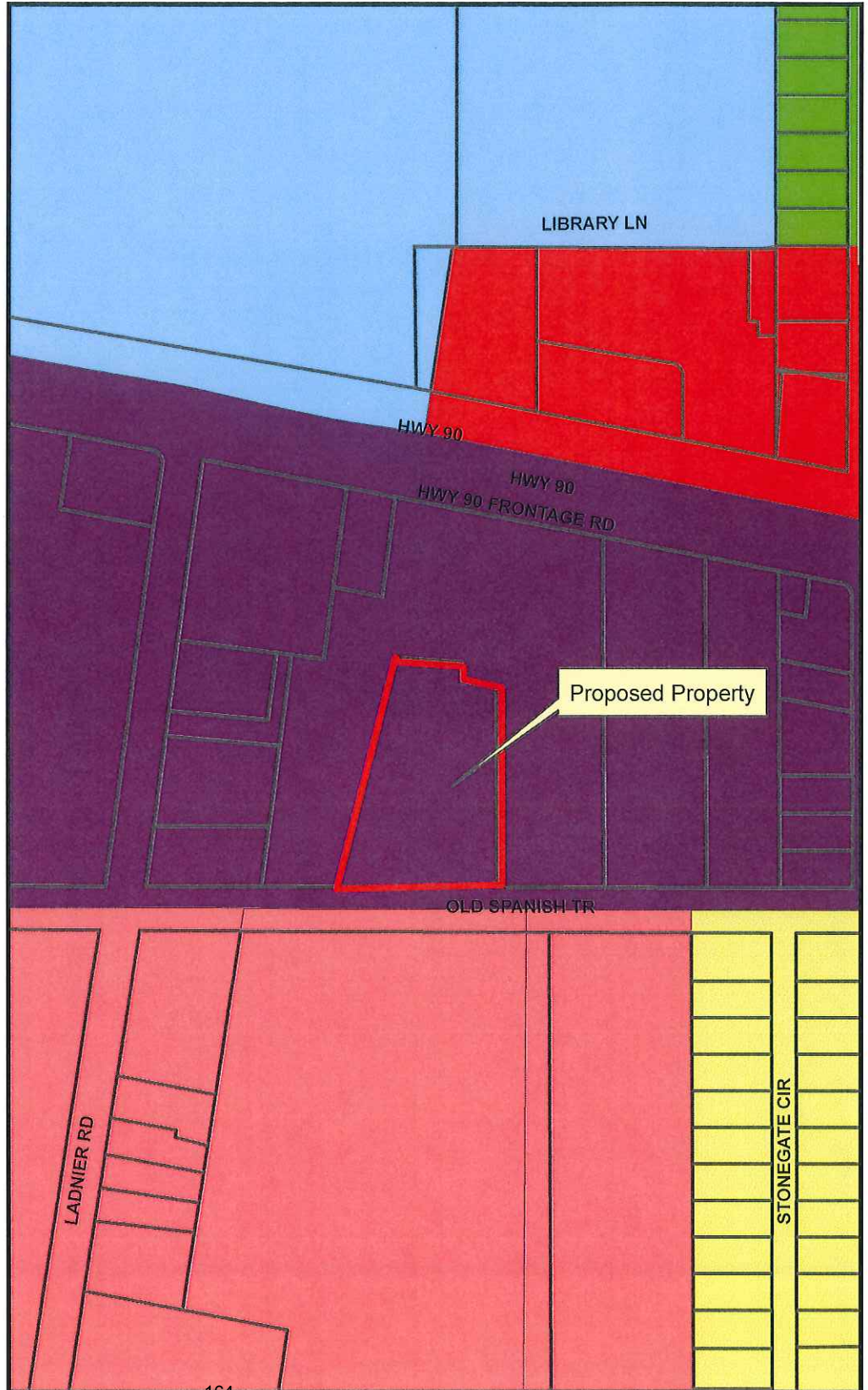


Exhibit C Existing Land Use Map

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

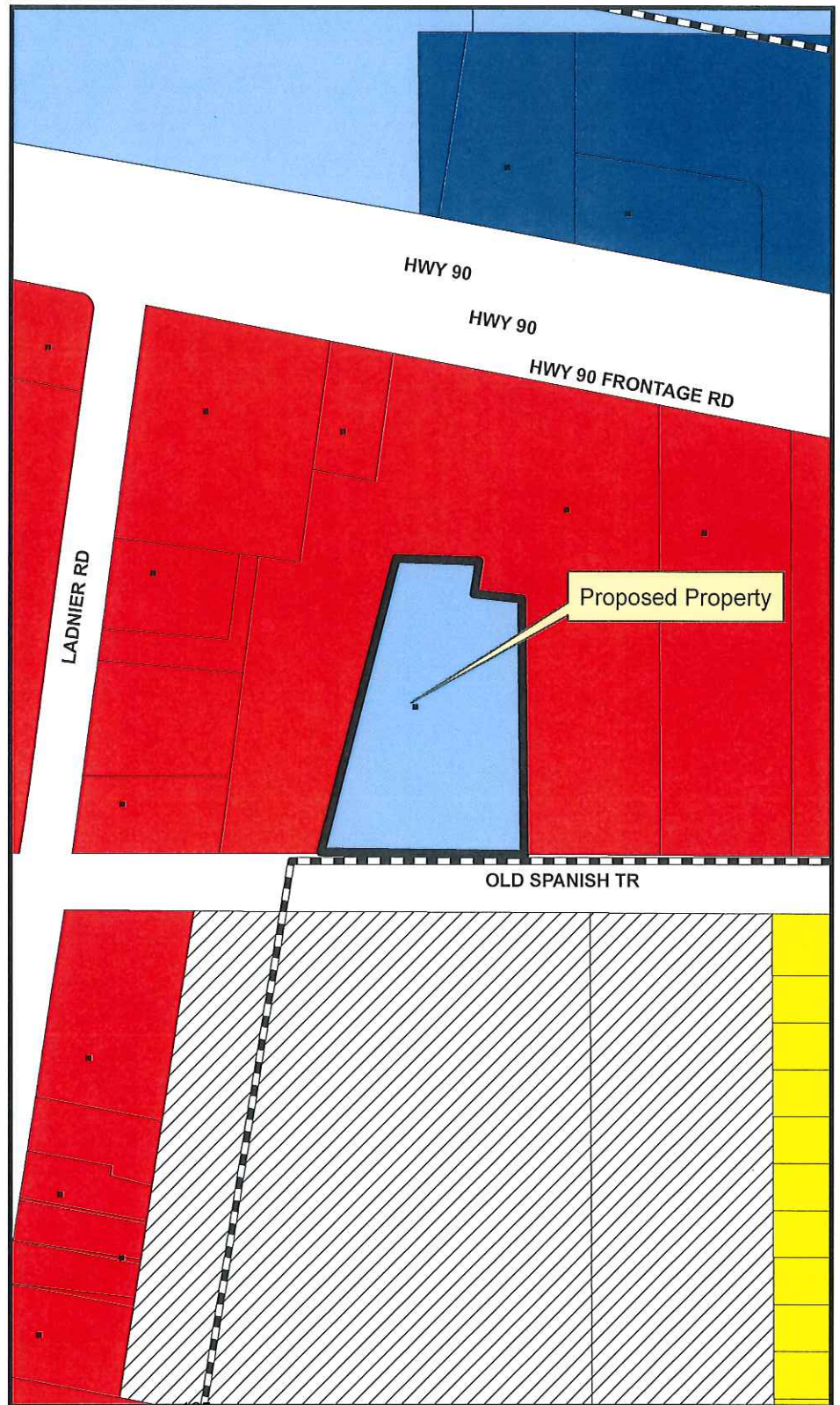


Exhibit D Future Land Use Map

City Of Gautier
Planning Department



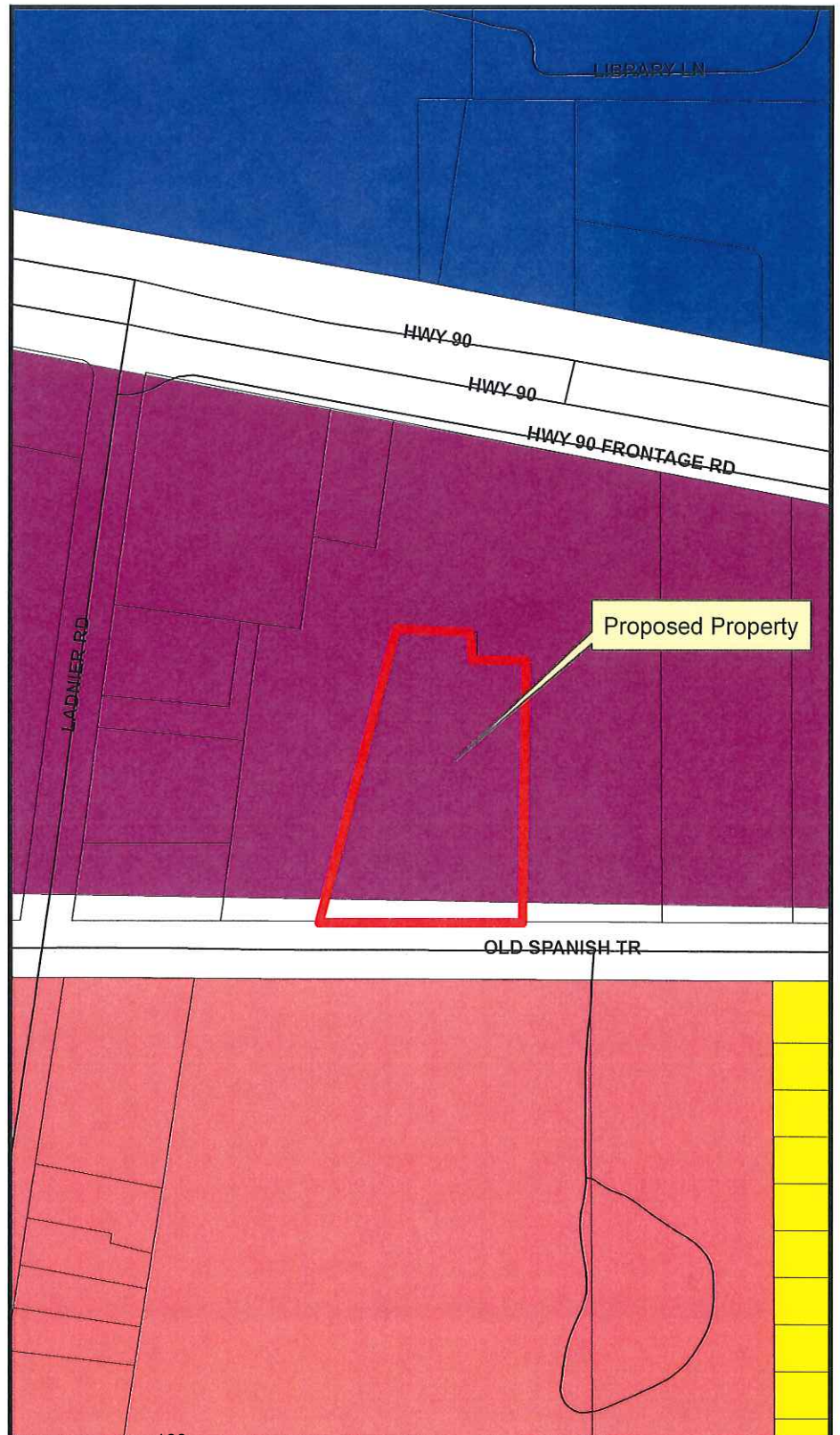
Prepared by the
City of Gautier
Planning Department

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



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

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

ORDER NUMBER 233-2018

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

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

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

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

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

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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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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

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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

Councilwoman Martin made the motion to approve Consent Agenda Items 1-15, 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 234-2018

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-15 are hereby approved.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

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

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

RESOLUTION NUMBER 062-2018

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 **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 20th day of November 2018.

PHIL TORJUSEN, MAYOR

ATTEST:

CITY CLERK

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

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



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

ORDER NUMBER 235-2018

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 **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 20, 2018.

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

ORDER NUMBER 236-2018

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

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

		City of Gautier		
		Business Registry		
		October 2018		
<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
		Total:	\$4,196.40	
		New Business	3	
		Slot Amusement	0	
		Due Refund	0	
		Transient Vendor	0	
		Closed Business	1	
		Delinquent Renewals Issued	10	

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

ORDER NUMBER 237-2018

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 **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 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.

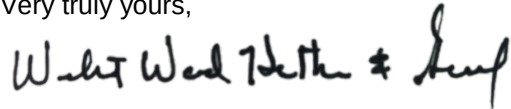
The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Oversight Agency for Audit. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding,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

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

ORDER NUMBER 238-2018

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 firework 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 **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 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 1st 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

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

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. 9th Street, 30th 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

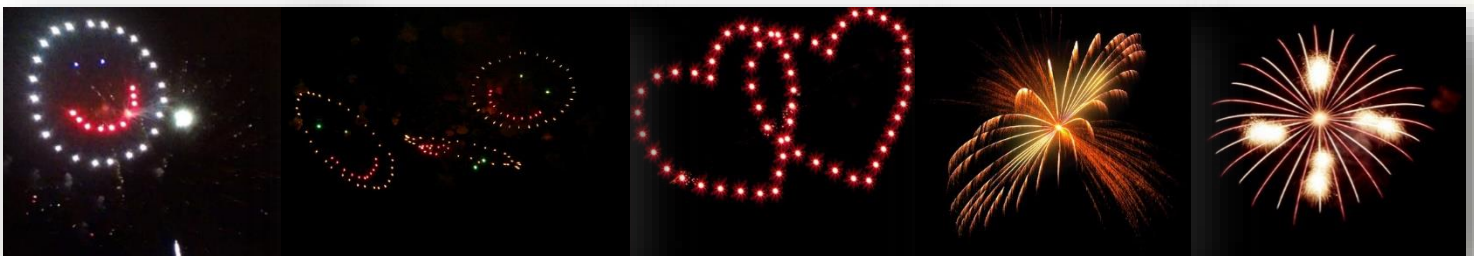
The terminology "Low Level" is our way of explaining the portion of the show where the fireworks are designed for their effect to be seen beginning at ground-level and reaching an altitude of up to 150 feet.

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.

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

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.





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

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
TOTAL SHELL COUNT			780

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

TOTAL SHELL COUNT & LOW LEVEL PRESENTATION	4780
---	-------------

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 4th 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 4th 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



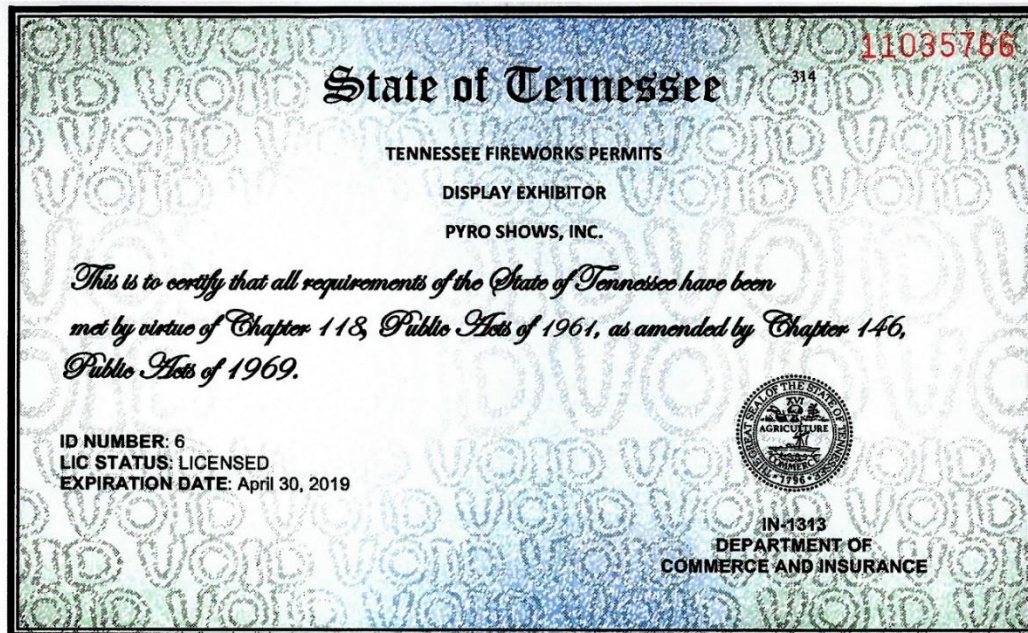
Expertise



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

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).																		
PRODUCER Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114			CONTACT NAME: PHONE (A/C No.): Ext.: 216-658-7100 FAX (A/C No.): E-MAIL ADDRESS:															
INSURED Pyro Shows, Inc. PO Box 1776 115 North 1st Street La Follette TN 37766			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Maxum Indemnity Company</td> <td></td> </tr> <tr> <td>INSURER B : Everest Indemnity Insurance Co</td> <td>10851</td> </tr> <tr> <td>INSURER C : Everest National Insurance Corp</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Maxum Indemnity Company		INSURER B : Everest Indemnity Insurance Co	10851	INSURER C : Everest National Insurance Corp		INSURER D :		INSURER E :		INSURER F :	
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INSURER F :																		
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN IN EFFECT SINCE THE DATE INDICATED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT COVER DESCRIBED WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THESE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAYMENTS.																		
INTER LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBSCRIBER	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS											
B	GENERAL LIABILITY	Y	Y	SIGL00230-171	10/1/2017	10/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPO AGG \$2,000,000 TOTAL \$											
	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ ☐ GEN'L AGGREGATE LIMIT APPLIES TO: ☐ POLICY ☒ RET ☐ LO																	
C	AUTOMOBILE LIABILITY			SIGCADD-1	10/1/2017	10/1/2018	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ TOTAL \$											
	☒ ALL OWNED AUTOS SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS																	
A	UMBRELLA / EXCESS LIAB			EXC8020208	10/1/2017	10/1/2018	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 TOTAL \$											
	☐ DED ☐ RETEN WORKERS COMPENSATION AND EMPLOYERS' BENEFITS ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				☐ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$											
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)																		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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).

PRODUCED BY (423) 562-2112
E.E. Hill & Son, Inc.

2.12. 1974 5 Oct, 1974:

PO Box 1406
Lafollette, TN 37768

CONTACT NAME:	Cathy Owens
------------------	-------------

PHONE: (423) 562-2112 Ext.

EMAIL: cathy@eehill.com

FBI (A/C No) (423)566-2114

INSURERS AFFORDS COVER

NAIC 6

INSURED PYRO SHOWS, INC., BIG CREEK ENTERPRISES, INC.
115 NORTH 1ST ST.
LAFOLLETTE, TN 37766
(423)666-5729 Ext.

145. 12月

1946年1月1日

100.00

IN QUOTE: "I"

☐ Not a member ☐ Not a member	☐ Not a member ☐ Not a member
---	---

COVERAGES

CERTIFICATE NUMBER:

REGION NUMBER

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED IN THE NAMED POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION CONTAINED IN ANY POLICY OR POLICY DOCUMENT IN 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 PAID CLAIMS.

[illegible]

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACDRO 101, Additional Items No Schedule, if more space is required)

Sample Only

CERTIFICATE HOLDER

CANCELLATION

Sample Only

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

© 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

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**

²¹⁹
www.pyroshows.com

TENNESSEE OFFICE
Ph: 800.662.1331

TEXAS OFFICE
Ph: 800.488.7976

ALABAMA OFFICE
Ph: 877.776.7976

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. 1st 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.

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

ORDER NUMBER 239-2018

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 **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 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)

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

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

ORDER NUMBER 240-2018

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 **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 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. ******

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

ORDER NUMBER 241-2018

WHEREAS, the City of Gautier will host its annual Lights and Lagniappe on the Bayou on December 1st 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 1st 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 **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 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 *City of Gautier*
Eight thousand and no/100 \$8,000.00
DOLLARS

M&M
MERCHANTS & MARINE
BANK Member FDIC

FOR

Christmas fireworks

Christen Rasmussen
Kristen Rasmussen



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

ORDER NUMBER 242-2018

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

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



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

ORDER NUMBER 243-2018

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 **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 20, 2018.

NOVEMBER 2018 UTILITY ADJUSTMENTS							
THESE FOLLOW POLICY/ RECOMMEND APPROVAL							
ACCT #	WATER	SEWER	L/C	CAPACITY	TAX	TOTAL ADJ	REASON FOR 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

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

RESOLUTION NUMBER 063-2018

**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 **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 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.

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

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

ORDER NUMBER 244-2018

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 **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 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

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

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

RESOLUTION NUMBER 064-2018

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 **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 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

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.

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

**RESOLUTION APPROVING SPONSORSHIP OF GAUTIER ROTARY CLUB
CHRISTMAS PARADE TO BE HELD ON DECEMBER 1, 2018**

RESOLUTION NUMBER 065-2018

WHEREAS, the Gautier Rotary Club has requested that the City sponsor its annual Christmas Parade to be held on December 1, 2018; and

WHEREAS, the sponsorship includes assistance cleaning up following the event, and placement of City bleachers and barricades as indicated in the request; and

WHEREAS, in exchange for this sponsorship, the City receives advertisement of its resources, and the Gautier Police and Fire Departments are permitted to participate in the parade; and

WHEREAS, the Mayor and Members of the Council of the City of Gautier find that this sponsorship brings into favorable notice the opportunities, possibilities and resources of the City of Gautier; and

WHEREAS, the Mayor and Members of the Council have determined that sponsorship of this event is helpful toward advancing the moral, financial and other interests of the City of Gautier; and

BE IT THEREFORE RESOLVED THAT, the sponsorship of the Gautier Rotary Club Christmas Parade is hereby authorized.

BE IT 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 **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 20, 2018.



**CITY OF GAUTIER
APPLICATION FOR SPECIAL EVENT PERMIT**

Submit This Form to the City Clerk Office at least thirty (30) days prior to requested event.

(Please print or type all information below)

Event Information:

Date of Event: December 1, 2018 Day or Week: Saturday Starting Time: line-up 9:00a.m. parade 11:00 a.m.

Ending Time: 2:00 p.m. Proposed Location of the Event: William Payne Adams; Dolphin; Gautier-Vancleave; Hwy.90; Beasley

Describe the type of event to be conducted: 21st Annual Gautier Rotary Christmas Parade

Reason for Event, Demonstration or March: To attract both locals and visitors to the City of Gautier. The City of Gautier has historically provided logistical support as well as traffic control and security for this event. The total expenses for this year's Christmas parade will be around \$900.00 to \$1,000.00.

If Event includes a city property or streets, give proposed route:

(Street)

(Direction Turn)

(Street)

1. William Payne Adams Boulevard to;
2. Dolphin Drive (East);
3. Turn right on Gautier-Vancleave Road (South);
4. Turn right on Highway 90 (West);
5. Turn right on Beasley Road (North)
6. End @ Beasley Road and William Payne Adams Boulevard
7. _____

ATTACH A DETAILED MAP OF THE PROPOSED ROUTE IF REQUESTING A STREET CLOSURE FOR THE EVENT.
ATTACH A LIST OF THE ADJACENT BUSINESS OWNERS

Applicant Information:

Organization:

Name: Gautier Rotary Club Phone: (228) 217-9688

Address: Post Office Box 241 Gautier MS 39553
City State Zip

Type of Organization: Civic Profit: Non-Profit Federal ID# 640-76-8451
(Religious, Civic, Social, Etc.)

Individual Making Application for Organization:

Name: Buck Williams or Casey Vaughan

Phone (Work): n/a

Address: Post Office Box 97

Phone (Cell): (601)770-0049 (228)297-3063

City: Gautier State: MS Zip Code: 39553

Position with Organization: Parade Chairman

Individual(s) Responsible for keeping order and maintenance:

Name: _____ Phone (H): () _____ (W) () _____

Name: _____ Phone (W): () _____ (W) () _____

Public Demonstrations and Parades are covered under city of Gautier Code of Ordinances

Requirements of Applicant:

☒ Security	☒ Clean up During Event	☒ Staging
☒ Traffic Direction	☒ Clean up After Event	☐ Fencing
☒ Barricades	☒ Trash Receptacles/Bag	☐ Other
☒ Set Up Barricades		

In applying for this permit, I the undersigned, as the responsible individual of the above named organization: AGREE TO HOLD THE CITY OF GAUTIER FREE AND HARMLESS OF ANY LIABILITY WHICH MAY RESULT FROM SAID EVENT, AND ACCEPT FULL RESPONSIBILITY FOR ANY SUCH LIABILITY.

Applicant's Signature: Buck Williams

Date: November 15, 2018

FOR OFFICE USE ONLY	
Date Rec'd: _____ Event has been: _____ Approved: _____ Approval/Disapproval Authority: _____	Received By: _____ Disapproved: _____ Date: _____

This year's Christmas Parade is Saturday, December 1, 2018 and will roll at 11:00 a.m. Line-up will be north of Lowe's at the intersection of William Payne Adams Boulevard and Dolphin Drive.

Summary of in kind services requested:

The Gautier Rotary Club would like to request in kind services from the City of Gautier for the 2018 Christmas Parade to include: police support for safety & traffic control, clean up the streets and grass along the parade route after the parade. By 8:00 a.m. the morning of the parade: bleachers in front of the Singing River Mall property and barricades in front of the judging area.

Details:

Chief Elbin:

- * Do you know how many police cars will be riding in the parade? I need to get them in the line-up. Also, will you be riding this year?
- * Will there be support from Pascagoula or the Sheriff's department? Sometimes the Sheriff's Department comes on 4-wheelers or horses.
- * We also need traffic and safety support.
- * Do you think the police union would like to participate in the parade?

Chief Jones:

- * As in year's past, you all let Santa Claus ride on the fire truck. Will you be able to let Santa ride on the fire truck this year?
- * Do you think the fire fighter union would like to participate in the parade?

City of Gautier

- * The city usually requests a spot for the City Council members float. Several years ago, the city employees had a float too. Will the city have one or two entries this year?
- * By 8:00 a.m. the morning of the parade: We need three bleachers in front of the dentists' office in the southwest corner of the mall parking lot along highway 90. We need three barricades to block off the judge's stand in that same area.
- * Also, we will need clean up after the parade as usual.
- * Does the city currently have any Port-O-Lets? Normally, you all put two port-o-lets in the parade set-up area. That would now be on William Payne Adams Boulevard. Although with the mall closed, we may need a port-o-let near the parade route as well. Please let us know.

Thanks for your support!

We're going to have a great community event Saturday, December 1, 2018!

Buck Williams, Co-Chairman
228-497-1313 ext. 2362

Casey Vaughan, Co-Chairman
228-297-3063

Rotary Club of Gautier, MS
P.O. Box 241
Gautier, MS 39553
Fax: 228-769-2483

**RESOLUTION APPROVING CLOSURE OF ROADS AND TRAFFIC CONTROL
MEASURES AS DESCRIBED IN THE APPLICATION FOR SPECIAL EVENT PERMIT
SUBMITTED BY THE GAUTIER ROTARY CLUB FOR A CHRISTMAS PARADE**

RESOLUTION NUMBER 066-2018

WHEREAS, the Gautier Rotary Club has made a request for road closures as fully described in an application for special permit submitted on November 15, 2018; and

WHEREAS, the purpose of the road closure is to conduct the 2018 Gautier Rotary Club Christmas Parade; and

WHEREAS, pursuant to Miss. Code Ann. 21-27-3, municipalities have full jurisdiction over city streets; and

WHEREAS, pursuant to that jurisdiction, cities may close public streets temporarily for public purposes, e.g., parades, festivals, regulation of traffic or other valid purposes under the police power; and

WHEREAS, this authority would include the ability to temporarily close streets to prevent injury to, destruction of, or interference with public or private property, based upon a finding of necessity; and

WHEREAS, based on the application submitted by the Gautier Rotary Club, the Mayor and Members of Council hereby find that closure of the relevant public streets for the time period requested is necessary to prevent injury to, destruction of, or interference with public or private property;

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Gautier, Mississippi that the request for road closures as fully described in an application for special permit dated November 15, 2018 is hereby approved.

BE IT, FURTHER RESOLVED that associated traffic and crowd control is hereby approved, subject to the discretion and judgment of the Police Chief;

BE IT, FURTHER RESOLVED that the Council authorizes the City Manager or Clerk to execute all documents necessary.

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 **20th** day of November, 2018.

PHIL TORJUSEN, MAYOR

ATTEST:

CITY CLERK

Councilman Colledge made the motion to go into closed session to determine whether to go into Executive Session. **Councilwoman Martin** seconded the motion. The vote was carried unanimously.

Councilman Colledge made the motion to go into Executive Session to discuss litigation with Christopher Crawford and Marie Burrell. **Councilwoman Martin** seconded the motion. The vote was carried unanimously.

Councilman Colledge made the motion to authorize the City Attorney to execute a dismissal of Marie Burrell. **Councilwoman Martin** seconded the motion. The vote was carried unanimously.

Councilman Vaughan made the motion to authorize the City Attorney to submit a settlement offer to Chris Crawford, William Crawford, and Clearwater Solutions as outlined in correspondence from the City Attorney to Rick Aliff from Clearwater Solutions on November 12, 2018. **Councilwoman Martin** seconded the motion. Vote was carried unanimously.

Councilman Colledge made the motion to re-enter open session.
Councilwoman Martin seconded the motion. The vote was carried unanimously.

Councilman Vaughan made the motion to adjourn until December 4, 2018 at 6:30 PM.
Councilwoman Martin seconded the motion. The vote was carried unanimously.

APPROVED BY:

MAYOR

ATTEST:

CITY CLERK

Submitted for approval of the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 4, 2018.

**CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
December 4, 2018**

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES:
