AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
April 16, 2019 @ 6:30 PM

I. Call to Order

1. Prayer

2. Pledge of Allegiance

II. Agenda Order Approval

III. Announcements

1. 3rd Annual Paint the Town Plein Air Art Competition is April 27, 2019 at Gautier City Hall from 9 A.M. - 4 P.M.

2. Farmers Market May-October (2nd Saturday Monthly) 8:00 AM until 12:00 PM at George Martin City Park.

IV. Presentation Agenda

1. Honoring Pre-commissioning unit Paul Ignatius' First Class Petty Officer Association

2. Fair Housing Proclamation

3. Kids to Park Day Proclamation

V. Business Agenda

1. Consideration for an abatement at 2876 Flounder Circle, Gautier, MS (Patricia Zdenck, owner)

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

2. **Consideration for an abatement at 2899 Flounder Circle, Gautier, MS (Peggy Williams and Nicholas Gage Parr, owner)**

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

3. **Consideration for an Abatement at 7400 Martin Bluff Road, Gautier, MS (Lillian Vaughan and Leala Wyman, owners)**

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

4. **Approval of a request for a Home Occupation allowing a private professional home office for Consultant Engineering at 1812 Seacliffe Drive. (GPC Case 19-06-HO)**

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

5. **Approval of Docket of Claims**

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

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

1. **Approval of a Shepard State Park Mobile Home Lease Agreement between the City of Gautier and Jonathan Haney**

2. **Approval of minutes from Regular Council Meeting held April 2, 2019.**

3. **Authorization to register Council Members and specified City Staff to attend the 88th Annual MML Conference to be held in Biloxi, MS on June 24-26, 2019 at the Mississippi Coast Coliseum & Convention Center**

4. **Receive March 2019 Privilege License Report**

5. **Receive corrected January 2019 Finance Report and February 2019 Finance Report**

6. **Authorization for the Police Department to purchase two (2) 2019 Ford F150 Trucks**

7. **Authorization is requested for fees to be waived for the use of barricades to be utilized by Gautier Pride for an organizational celebration at Azteca's Restaurant**

8. **Authorization for the City Manager to terminate a Professional Services Agreement (Task Order Edition) and Task Order# 2018-01 with Overstreet & Associates, PLLC**

9. **Authorization and approval of a Professional Services Agreement with Heflin Engineering, Inc. for the Bacot Park Project**

10. **Approval to amend the Compensatory Time Policy for non-public safety personnel.**

11. **Approval of Schedule of Authorized Positions**

12. **Approval of a limited use agreement between the City of Gautier and the Jackson County Automobile Dealers Association.**

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 May 7, 2019 at 6:30 PM
www.gautier-ms.gov

CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
April 16, 2019

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. **3rd Annual Paint the Town Plein Air Art Competition is April 27, 2019 at Gautier City Hall from 9 A.M. - 4 P.M**.

2. **Farmers Market May-October (2nd Saturday Monthly) 8:00 AM until 12:00 PM at George Martin City Park.**

NOTES:

GAUTIER
MISSISSIPPI
Nature's Playground

City of Gautier's 3rd Annual

PAINT theTOWN

Plein Air Art Competition

April 27th 9am-4pm

&

Nature Photography Workshop

April 27th 9am-2pm

By: Robert Smith, Wildlife Mississippi

April 26th

Plein Air Work Shop By:

Jerrod Partridge (limited spaces available)
9 am - 4 pm (*Gautier Senior Center*)

APRIL 27TH
REGISTRATION:
9:00 A.M.—10: 00 A.M.

LOCATION:
GAUTIER CITY HALL

$250.00 CASH PRIZE
ADULT DIVISION

$100.00 CASH PRIZE
YOUTH DIVISION

PHOTOGRAPHY
1ST PLACE
$100.00
WALMARTGIFT CARD

REGISTRATION FEE:
PLEIN AIR WORKSHOP
$50.00
PLEIN AIR COMPETION
$25.00
NATURE PHOTOGRAPHY
$35.00

ART WILL BE JURIED

PHOTOS WILL BE JUDGED

Suggested Painting Locations

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

For more information
Contact the Recreation Dept.
228-497-8000 ext. 317

Wildlife Mississippi

Plein Air Art Competition & Nature Photography
Capture the beauty of the City of Gautier!

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

GAUTIER
MISSISSIPPI
Nature's Playground

2nd Saturday Farmers MARKET

MAY — SEPTEMBER
2ND SATURDAY MONTHLY
8:00 A.M. UNTIL 12:00 P.M.
GEORGE MARTIN CITY PARK
902 DE LA POINTE DR.

FOR MORE INFORMATION OR TO BECOME A
VENDOR CONTACT RACHEL HONEA AT 228-219-3259

CITY OF GAUTIER, MISSISSIPPI
PRESENTATION AGENDA
April 16, 2019

ITEM DESCRIPTION:

PRESENTATION AGENDA

1. **Honoring Pre-commissioning unit Paul Ignatius' First Class Petty Officer Association**
2. **Fair Housing Proclamation**
3. **Kids to park Day Proclamation**

NOTES:

PROCLAMATION

A Proclamation of the Mayor and City Council

Of

The City of Gautier, Mississippi

WHEREAS, Pre-commissioning unit Paul Ignatius' First Class Petty Officer Association has rendered outstanding service to the City of Gautier and is deserving of special recognition; and

WHEREAS, Paul Ignatius, under construction at Ingalls Shipbuilding in Pascagoula, will be an Arleigh Burke-class destroyer. The ship is named for Paul Ignatius, who served as United States Secretary of the Navy under President Lyndon Johnson from 1967 to 1969; and

WHEREAS, The First Class Petty Officer Association's mission is to pursue a common interest in promoting general welfare of all members through the coordination of functions and activities that best serve the association and their families, and to promote camaraderie and a responsibility for the local community through community outreach; and

WHEREAS, The Navy volunteers have been on the highway in their safety vests for several weekends so far and will maintain their section of the highway over the course of the next few months; and

NOW, THEREFORE, I, Phil Torjusen, Mayor of the City of Gautier, Mississippi, am pleased to tender this Proclamation to the Navy Destroyer Paul Ignatius crew with our sincere thanks for their dedicated service not only to our country, but to the citizens of the City of Gautier, Mississippi.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the Seal of the City of Gautier, Mississippi, to be affixed on this the 16th, day of April, 2019.

CITY OF GAUTIER MISSISSIPPI

Phil Torjusen

Phil Torjusen, Mayor
City of Gautier, Mississippi

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CITY OF GAUTIER
PROCLAMATION

WHEREAS, April 2019 marks the 51th anniversary of the signing of Title VIII of the 1968 Civil Rights Act, as amended, which guarantees fair housing opportunities for all Americans; and,

WHEREAS, the provision of fair housing opportunities for all citizens of the State of Mississippi is vital to the health and well-being of our citizens of Gautier; and,

WHEREAS, the Federal Fair Housing Act of 1968 prohibits discrimination in housing do to race, color, religion, sex, national origin, familial status or disability; and

WHEREAS, the City of Gautier, the United States Department of Housing and Urban Development, fair housing organizations, concerned citizens, and the housing industry work together to achieve the goal of fair and affordable housing for all city residents; and,

WHEREAS, by supporting and promoting fair housing and equal opportunity, we are contributing to the health of our city, county, state, and nation, and encouraging others to abide by the letter and spirit of the Federal Fair Housing Act.

NOW THEREFORE, I, Phil Torjusen, Mayor of the City of Gautier, Mississippi, do hereby proclaim the month of April 2019 as

FAIR HOUSING MONTH

IN TESTIMONY WHEREOF, I have given under my hand and the seal of the City of Gautier, Mississippi this the 16th of April, 2019.

ADOPTED this the 16th day of April, 2019.

CITY OF GAUTIER MISSISSIPPI

_____

Phil Torjusen, Mayor

CITY OF GAUTIER

PROCLAMATION

WHEREAS, May 18th, 2019 is the ninth Kids to Parks Day organized and launched by the National Park Trust, held annually on the third Saturday of May; and

WHEREAS, Kids to Parks Day empowers kids and encourages families to get outdoors and visit America's parks; and

WHEREAS, it is important to introduce a new generation to our nation's parks; and

WHEREAS, we should encourage children to lead a more active lifestyle to combat the issues of childhood obesity, diabetes mellitus, hypertension and hypercholesterolemia; and

WHEREAS, Kids to Parks Day is open to all children and adults across the country to encourage a large and diverse group of participants; and

WHEREAS, Kids to Parks Day will broaden children's appreciation for nature and outdoors; and

NOW THEREFORE, I, Phil Torjusen, Mayor of the City of Gautier, Mississippi do hereby proclaim May 18th, 2019,

KIDS TO PARKS DAY

in the City of Gautier, Mississippi and encourage residents to make time to take the children in their lives to a neighborhood, state or national park.

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

Done in the City of Gautier, Mississippi on the 16th day of April 2019.

CITY OF GAUTIER MISSISSIPPI

Mayor Phil Torjusen

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CITY OF GAUTIER
Business Agenda Item #1
Fact Sheet

Council Meeting:	**April 16, 2019**
Title:	**Consideration for an abatement at 2876 Flounder Circle, Gautier, MS (Patricia Zdenck, owner)**
Introduced by:	
Contact Person/Telephone	**Scott Ankerson 497-8000 Ext. 312**

Summary Explanation: Consideration for an abatement at 2876 Flounder Circle, Gautier, MS (Patricia Zdenck, owner)

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract/Agreement	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other/Discussion	☐
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 000-2019

WHEREAS, after proper notice, on or about April 16, 2019, the City Council of Gautier conducted a public hearing relating to possible abatement of a parcel of property owned by Patricia Zdenck, located at 2876 Flounder Circle, Gautier, MS, PID #86304074.050, Lot 55 Point Clear Riviera S/D, as recorded in Deed Book 1904, Page 737, record of official plats on file in the office of the Chancery Clerk of Jackson County, MS; and

WHEREAS, based on the information provided during the hearing, the City Council has concluded that the property in question is in such a state of uncleanliness as to be a menace to public health, safety, and welfare of the community;

IT THEREFORE ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, pursuant to Miss. Code Ann. 21-19-11, that municipal employees or contractors are hereby authorized to clean said property by removing rubbish and personal property, maintaining the overgrown property, and removing the unsafe, dilapidated, deteriorating structure as recommended by the Planning Department.

IT IS FURTHER ORDERED, based on these findings, that the municipality may reenter the property or parcel of land for a period of one (1) year after the hearing without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

IT IS FURTHER ORDERED, that a penalty (is or is not) assessed to the property in the amount of $_____ (up to $1500.00 or 50% of the actual cost of cleaning the property).

IT IS FURTHER ORDERED, that the City may, in the discretion of the City Manager, collect the costs or penalties (if applicable) associated with this abatement as a civil debt as provided by Miss. Code Ann. 21-19-11(3), or as an assessment against the property as provided by Miss. Code Ann. 21-19-11(4). If collected as a civil debt, the City Attorney is hereby directed and authorized to institute suit to obtain abatement costs, penalties (if applicable), Court costs, reasonable attorneys fees, and interest, as provided by law.

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

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

AYES:

NAYS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 16, 2019.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager

From: Joe Franklin, Code Enforcement Officer

Through: Scott Ankerson, Planning Director & Ramona Morgan, Planning Technician
Date: April 4, 2019

Subject: 2876 Flounder Circle Gautier, Mississippi 39553.

REQUEST:

Pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11, the City of Gautier, the Mayor and City Council will conduct a public hearing and receive public comment(s) regarding staff's recommendation to clean this private property and remove the dilapidated, deteriorating, and unsafe structure.

BACKGROUND:

Complaints came from several concerned citizens regarding multiple code violations of the property care and maintenance of this property. The code violations were reviewed and substantiated by the City's Code Enforcement Department and a code violation file was opened against the property on April 13, 2018. Code Enforcement spoke with owner (at that time), Crystal Scott, on April 30, 2018 concerning the non-compliant property and the necessary measures needed to clean and remove the dilapidated mobile home from the property.

On July 18, 2018 Clear Water Solutions notified Code Enforcement that the utilities had been disconnected. On July 19, 2018 Code Enforcement contacted Singing River Electric, and discovered that the power was also disconnected.

Numerous code complaints have been received for this property concerning the trash in the yard and the safety of the structure. Code Enforcement went out to inspect the property on July 24, 2018. It was discovered during that inspection that the structure was vacant and in disrepair with trash and debris in the yard. The state of disrepair may cause a potential safety hazard for the neighborhood. On July 26, 2018 Code Enforcement visited the property and placed a "Condemned" sticker/notice and a "Not Habitable Until Repairs are Made" sticker/notice on the vacant mobile home structure.

The property was sold in a tax sale (Book 1904 Page 737) September 26, 2018 to Patricia Zdenck of 7500 Lakeridge Drive Ocean Springs, MS 39564. On March 26, 2019 Code Enforcement sent an abatement notice informing the owner(s) of the City's intent to abate the property. Code Enforcement spoke with Mr. Jimmy Zdenck on March 26, 2019 concerning the multiple code violations on this property. The City has had no response to our abatement letter and the vacant property continues to show signs of disrepair, deterioration, and safety hazards.

Property owners in the vicinity remain concerned with the visible appearance of this overgrown property and the unsecured/unsafe structure. Citizens are concerned for the health, safety and welfare of their neighborhood. Code enforcement informed the owner(s) by letter on March 26, 2019 that the property would be recommended for a public hearing if not in compliance by April 16, 2019. The City of Gautier has set a public hearing date of April 16, 2019, and all interested parties were notified by letter. Additionally, both the property and City bulletin board were posted with a copy of the public hearing notice two weeks prior to the scheduled hearing.

DISCUSSION:

The primary goal is to clean up and maintain the overgrown property and remove the unsafe, dilapidated, deteriorating structure pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11.

RECOMMENDATION:

Staff recommends that City Council approve the abatement as presented and move forward taking action after the statutory 10-day appeal period from the date of Council action and adjournment.

Council may:

1. Approve the abatement, or

2. Deny the abatement

If approved Council may:

- Charge the cost as a lien against the property to be collected upon sale of the property.
- Collect the cost through Civil proceedings
- Add $1,500 or 50% to either of the above collection methods.

ATTACHMENTS:

1. Parcel information
2. Code Case Detail List
3. Public Notice Document Posted two weeks prior to public hearing
4. March 26, 2019, Letters of notification for public hearing
5. Misc. Photos of property

86304074.050 POWELL KEVIN G & CRYSTAL M

PIDN: 86304074.050

GISP: 872.03-01-0436.00

Owner Information

Percent of Ownership: 100

Name: POWELL KEVIN G & CRYSTAL M

Name 2:

Mailing Address: 2876 FLOUNDER CR
GAUTIER MS
39553

Site Address: 2876 FLOUNDER CR GAUTIER

Land Information

Section: 03 Acreage: .00

Township: 8S

Range: 7W

Street Name FLOUNDER CR

Value and Tax Information

Total Assessed Value: 1065 Total Appraised Value: 7100

Improvement Value: 4260 Land Value: 2840

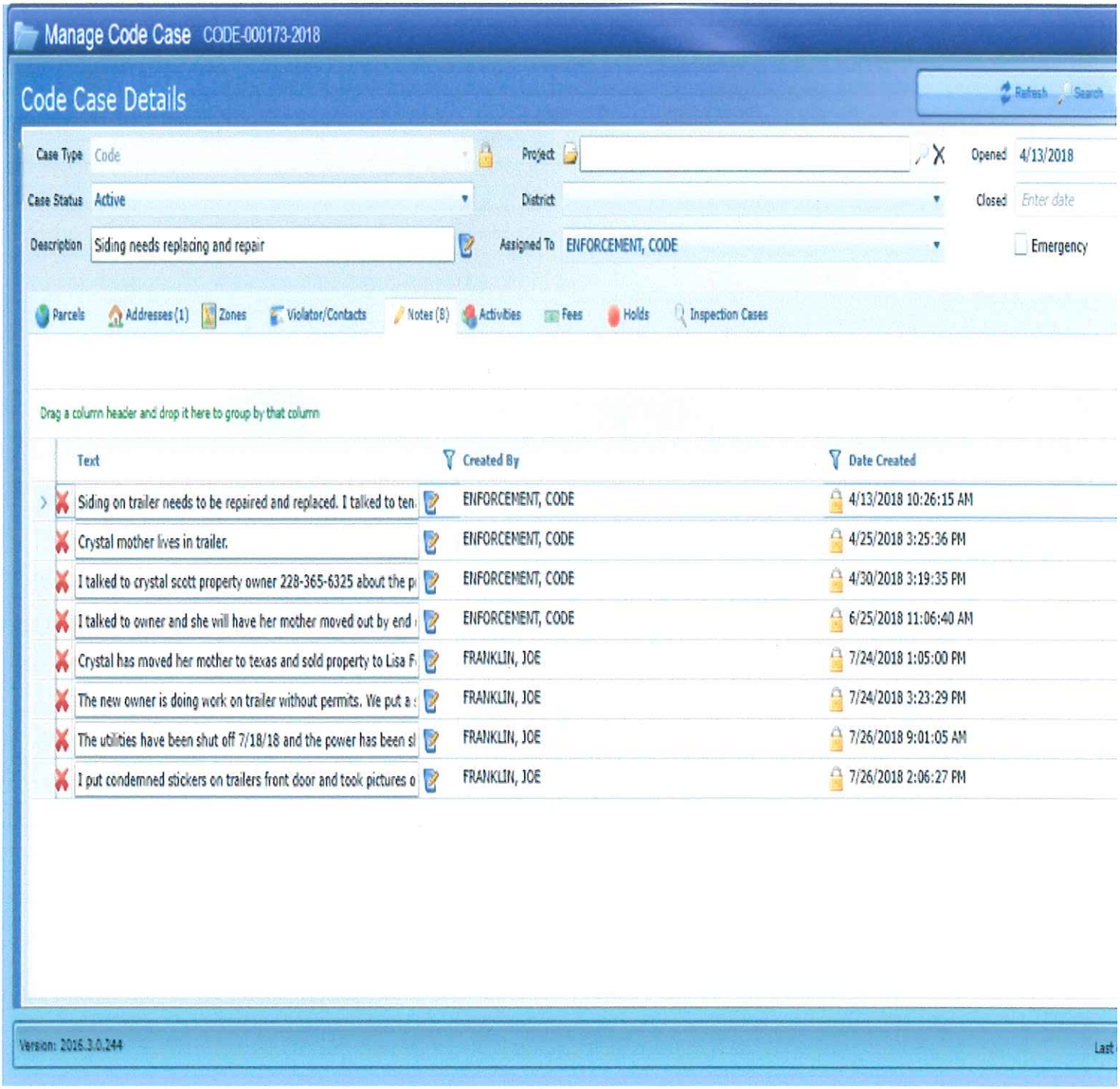
Tax Amount: 147 SQ FT: 0 Year Built: 1996

Legal Description

Description: LOT 55 POINT CLEAR RIVIERA S/D
SEC I PB 10-24 DB 1132-868
(436 Map872.03-01)
TRL#990028 1996 16X80 HORTON

Deed Book / Page: 1132 / 868

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


Manage Code Case CODE-000173-2018
Code Case Details
Refresh
Search
Case Type Code
Project
Opened 4/13/2018
Case Status Active
District
Closed Enter date
Description Siding needs replacing and repair
Assigned To ENFORCEMENT, CODE
Emergency
Parcels
Addresses (1)
Zones
Violator/Contacts
Notes (8)
Activities
Fees
Holds
Inspection Cases
Drag a column header and drop it here to group by that column
Text
Created By
Date Created
Siding on trailer needs to be repaired and replaced. I talked to ten.
ENFORCEMENT, CODE
4/13/2018 10:26:15 AM
Crystal mother lives in trailer.
ENFORCEMENT, CODE
4/25/2018 3:25:36 PM
I talked to crystal scott property owner 228-365-6325 about the p
ENFORCEMENT, CODE
4/30/2018 3:19:35 PM
I talked to owner and she will have her mother moved out by end
ENFORCEMENT, CODE
6/25/2018 11:06:40 AM
Crystal has moved her mother to texas and sold property to Lisa F
FRANKLIN, JOE
7/24/2018 1:05:00 PM
The new owner is doing work on trailer without permits. We put a
FRANKLIN, JOE
7/24/2018 3:23:29 PM
The utilities have been shut off 7/18/18 and the power has been sl
FRANKLIN, JOE
7/26/2018 9:01:05 AM
I put condemned stickers on trailers front door and took pictures o
FRANKLIN, JOE
7/26/2018 2:06:27 PM
Version: 2016.3.0.244
Last

Mayor
Phil Torjusen

Council
At Large Mary F. Martin
Ward 1 Cameron George
Ward 2 Richard Jackson
Ward 3 Casey C. Vaughan
Ward 4 Charles "Rusty" Anderson
Ward 5 Adam D. Colledge

City of Gautier
Gautier, Mississippi

City Manager
PaulaYancey

City Clerk
Cynthia L. Russell

3330 Highway 90
Gautier, MS 39553
Phone: (228) 497-8000
Fax: (228) 497-8028
Email: gautier@gautier-ms.gov
Website: www.gautier-ms.gov

PUBLIC NOTICE

Public Notice is hereby given by the Mayor and Members of the Gautier City Council that a public hearing will be held at 6:30 PM on April 16, 2019, in the Council Chambers of Gautier City Hall, 3330 Hwy 90, Gautier, Mississippi, to determine whether or not the property or parcel of land described below is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community:

2876 Flounder Circle

Persons having an interest in said properties are herby notified that in accordance with 21-19-11 of the Codes of Mississippi of 1972, as amended, the City may upon a finding the property or parcel of land in its existing condition to be a menace to the public health, safety, and welfare of the community, proceed to clean the property or parcel of land as allowed by Mississippi Code 21-19-11. The costs of which may be charged as a lien against such properties to be collected upon sale of the property or through civil proceedings. In addition, an adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of one (1) year after final adjudication without any further hearing if notice is posted on the property or parcel of land and at City Hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

Mayor
Phil Torjusen

Council
At Large Mary F. Martin
Ward 1 Cameron George
Ward 2 Richard Jackson
Ward 3 Casey C. Vaughan
Ward 4 Charles "Rusty" Anderson
Ward 5 Adam D. Colledge

City of Gautier
Gautier, Mississippi

City Manager
Paula Yancey

City Clerk
Cynthia L. Russell

3330 Highway 90
Gautier, MS 39553
Phone: (228) 497-8000
Fax: (228) 497-8028
Email: gautier@gautier-ms.gov
Website: www.gautier-ms.gov

March 26, 2019

Joe Franklin
Code Enforcement Officer
City of Gautier
3330 Hwy 90
Gautier, MS. 39553

Re: 2876 Flounder Circle
Notice of Public Hearing

To whom it may concern,

The City of Gautier Mayor and City Council has approved and scheduled a public hearing for adjudication for 2876 Flounder Circle. The hearing will be held at Gautier City Hall, 3330 Hwy 90 Gautier, MS. 39553 on April 16, 2019 at 6:30 P.M. The purpose of this public hearing is to determine whether or not the property referenced above is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community per Mississippi Code Annotated 1972 Title 21, Chapter 19, Section11.

If at the scheduled hearing, the governing authority decides that the property or parcel of land is in a condition determined to be a menace to the public health, safety, and welfare of the community, the City shall proceed to clean the property or parcel of land by the use of municipal workers or by contract.

Additionally, the municipality may reenter the property or parcel of land for a period of one (1) year after the adjudication without any further hearings. A notice will be posted on the property or parcel of land and at City Hall or another place in the Municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for clearing/cleaning.

Sincerely,

Joe Franklin
City of Gautier
Code Enforcement Officer

Jul 26, 2018 at 9:43:37 AM
Gautier

City of Gautier
Planning Department

NOT HABITABLE UNTIL REPAIRS ARE MADE

PERMIT REQUIRED

Event: violation of UDO
Date of Issuance: 7/26/18
Contact: City Hall
Phone #: 497-1878

Authorized Signature

City of Gautier
Planning Department

CONDEMNED STRUCTURE DO NOT ENTER

Event: violation of UDO
Date of Issuance: 7/26/18
Contact: City Hall
Phone #: 497-1878
Address: 2876 Flounder

Building Official Signature

Jul 26, 2018 at 9:43:58 AM
Gautier

Jul 26, 2018 at 9:44:02 AM
Gautier

Jul 26, 2018 at 9:44:06 AM
Gautier

Jul 26, 2018 at 9:44:16 AM
Gautier

Jul 26, 2018 at 9:44:22 AM
Gautier

Jul 26, 2018 at 9:44:36 AM
Gautier

Jul 26, 2018 at 9:44:53 AM
Gautier

Jul 26, 2018 at 9:45:06 AM
Gautier

Jul 26, 2018 at 9:45:19 AM
Gautier

Jul 26, 2018 at 9:45:34 AM
Gautier

Jul 26, 2018 at 9:45:37 AM
Gautier

Jul 26, 2018 at 9:45:53 AM
Gautier

Jul 26, 2018 at 9:45:59 AM
Gautier

Jul 26, 2018 at 9:46:06 AM
Gautier

Jul 26, 2018 at 9:46:16 AM
Gautier

Jul 26, 2018 at 9:46:28 AM
Gautier

Jul 26, 2018 at 9:46:34 AM
Gautier

Jul 26, 2018 at 9:46:41 AM
Gautier

Jul 26, 2018 at 9:46:54 AM
Gautier

201819715 1 PG

OFFICIAL RECORDS JACKSON COUNTY
Josh Eldridge
CHANCERY CLERK
RECORDING FEE $0.00
#201819715 BK:1904 PG:737-737
09/26/2018 10:34:40 AM 1 PG
MWALLS,DC Rept#18442

Chancery Clerk s Conveyance
Land Sold for Taxes
(Title 39, Div 10, Mississippi Code 1942. As Amended)

The State of Mississippi
County of Jackson 20185282

Be it known that JOE TUCKER , Tax Collector of said County of Jackson, did on the 29TH day of AUGUST A.D., 2016 according to law, sell the following described land, situated in said county and assessed to POWELL KEVIN G & CRYSTAL M to wit:

Description of Land:

LOT 55 POINT CLEAR RIVIERA S/D SEC I PB 10-24 DB 1132-868
(436 Map872.03-01) TRL#990028 1996 16X80 HORTON
Parcel No: 86304074.050 S-T-R: 03-8S -7W PPIN 71972 YR 2015
Deed Book Page

For the taxes assessed thereon for the year, A.D., 2015, when PATRICIA ZDENEK became the best bidder therefore, at and for the sum of 225.00 dollars and the same not having been redeemed I therefore sell and convey said above described land to the said PATRICIA ZDENEK DBA JP FAMILY TRUST
7500 LAKERIDGE DR OCEAN SPRINGS ,MS 39564

Given under my hand and official seal of said office, this 25TH day of SEPTEMBER A.D., 2018.

Josh Eldridge
Chancery Clerk

CHANCERY CLERK ★ JACKSON COUNTY, MISS.

The State Of Mississippi
County of Jackson

Personally appeared before me, the undersigned authority of law in and for the county and state aforesaid, the within named JOSH ELDRIDGE, CHANCERY CLERK in and for the said county and state, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal of office at my office at PASCAGOULA, Mississippi, this 25TH day of SEPTEMBER A.D., 2018.

Randy Carney, By: Baka Logan, D.C.
CLERK CIRCUIT COURT Jackson County Mississippi

RANDY CARNEY
CIRCUIT CLERK
JACKSON COUNTY, MS
MY COMMISSION EXPIRES: JAN 5, 2020

County actual postage fee (Section 27-43-3)	28.36
Publishers fee (if paid by county) (Section 25-7-21)	1.50
Served 1st Sheriff Notice (Section 27-43-3)	70.00
Served 2nd Sheriff Notice (Section 27-43-3)	
Identify record owners (Section 27-43-3)	50.00
Recording list, each subdivision (Section 25-7-21(4)(a))	
Issue 1st sheriffs notice (Section 27-43-3)	4.00
Mail 1st owners notice (Section 27-43-3)	2.00
Issue 2nd sheriffs notice (Section 27-43-3)	
Mail 2nd owners notice (Section 27-43-3)	5.00
Issue each lienor notice (Section 27-43-11)	7.00
Recording each conveyance (Section 25-7-21(4)(d))	10.00
Abstracting each subdivision (Section 25-7-21(4)(e))	1.00
Certify amount to redeem (Section 25-7-9(1)(a))	1.00
Certify release from sale (Section 25-7-9(1)(a))	1.00
Redemption fee 3% x line 32 (Section 25-7-21(4)(f))	
TOTAL (to be collected from purchaser)Charge against said land	180.86

CIRCUIT COURT ★ JACKSON COUNTY, MISS.

Grantor:
JOSH ELDRIDGE, CHANCERY-CLERK
ATTN LAND RECORDS
P O BOX 998
PASCAGOULA, MS 39568

228-769-3131
Indexing Instructions:

Grantee:
PATRICIA ZDENEK
DBA JP FAMILY TRUST
7500 LAKERIDGE DR
OCEAN SPRINGS,MS 39564
228 806 3972

CITY OF GAUTIER
Business Agenda Item #2
Fact Sheet

Council Meeting:	**April 16, 2019**
Title:	**Consideration for an abatement at 2899 Flounder Circle, Gautier, MS (Peggy Williams and Nicholas Gage Parr, owner)**
Introduced by:	
Contact Person/Telephone	**Scott Ankerson 497-8000 Ext. 312**

Summary Explanation: Consideration for an abatement at 2899 Flounder Circle, Gautier, MS (Peggy Williams and Nicholas Gage Parr, owner)

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract/Agreement	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other/Discussion	☐
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 000-2019

WHEREAS, after proper notice, on or about April 16, 2019, the City Council of Gautier conducted a public hearing relating to possible abatement of a parcel of property owned by Peggy I Williams and Nicholas Gage Parr, located at 2899 Flounder Circle, Gautier, MS, PIN #86304221.000, Lot 204 Point Clear Riviera S/D, as recorded in Deed Book 974, Page 342, record of official plats on file in the office of the Chancery Clerk of Jackson County, MS; and

WHEREAS, based on the information provided during the hearing, the City Council has concluded that the property in question is in such a state of uncleanliness as to be a menace to public health, safety, and welfare of the community;

IT THEREFORE ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, pursuant to Miss. Code Ann. 21-19-11, that municipal employees or contractors are hereby authorized to clean said property by removing rubbish and personal property, maintaining the overgrown property, and removing the unsafe, dilapidated, deteriorating structure as recommended by the Planning Department.

IT IS FURTHER ORDERED, based on these findings, that the municipality may reenter the property or parcel of land for a period of one (1) year after the hearing without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

IT IS FURTHER ORDERED, that a penalty (is or is not) assessed to the property in the amount of $_____ (up to $1500.00 or 50% of the actual cost of cleaning the property).

IT IS FURTHER ORDERED, that the City may, in the discretion of the City Manager, collect the costs or penalties (if applicable) associated with this abatement as a civil debt as provided by Miss. Code Ann. 21-19-11(3), or as an assessment against the property as provided by Miss. Code Ann. 21-19-11(4). If collected as a civil debt, the City Attorney is hereby directed and authorized to institute suit to obtain abatement costs, penalties (if applicable), Court costs, reasonable attorneys fees, and interest, as provided by law.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 16, 2019.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager

From: Joe Franklin, Code Enforcement Officer

Through: Scott Ankerson, Planning Director & Ramona Morgan, Planning Technician
Date: April 4, 2019

Subject: 2899 Flounder Circle Gautier, Mississippi 39553.

REQUEST:

Pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11, the City of Gautier, the Mayor and City Council will conduct a public hearing and receive public comment(s) regarding staff's recommendation to clean this private property and remove the dilapidated, deteriorating, and unsafe structure.

BACKGROUND:

A complaint came from a concerned citizen regarding multiple code violations of the property care and maintenance of this property. The code violations were reviewed and substantiated by the City's Code Enforcement Department, and a code violation file was opened against the property on February 21, 2018.

Code Enforcement spoke with Nicholas Gage Parr on February 21, 2018 concerning; the non-compliant property, the necessary measures needed to clean and remove the spray paint graffiti from the exterior of the mobile home, and the many necessary repairs needed to bring the structure into a safe manner.

On March 8, 2018 Clear Water Solutions notified Code Enforcement that the utilities had been disconnected on February 13, 2018. Code Enforcement contacted Singing River Electric on March 8, 2018 and discovered that the power was disconnected on February 14, 2018.

Numerous Code complaints have been received for this property concerning the trash in the yard and the safety of the structure. Code Enforcement went out to inspect the property on March 23, 2018 and discovered that the property was vacant and in disrepair with trash and debris in the yard. On April 12, 2018 Code Enforcement visited the vacant property and found the state of the property and structure not habitable until repairs can be made.

On March 1, 2019 and again on March 26, 2019 Code Enforcement sent an abatement notice informing the owner of the City's intent to abate the property. The City has had no response to our abatement letter, and the vacant property continues to show signs of disrepair and deterioration. Property owners in the vicinity remain concerned with the visible appearance of this overgrown property and the unsecured/unsafe structure. Citizens are concerned for the

health, safety, and welfare of their neighborhood. Code Enforcement informed the owner by letter on March 1, 2019, and March 26, 2019 that the property would be recommended for a public hearing if not in compliance by April 16, 2019. The City of Gautier has set a public hearing date of April 16, 2019, and all interested parties have been notified by letter. Additionally, both the property and City bulletin board have been posted with a copy of the public hearing notice two weeks prior to the scheduled hearing.

DISCUSSION:

The primary goal is to clean up and maintain the overgrown property and remove the unsafe, dilapidated, deteriorating structure pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11.

RECOMMENDATION:

Staff recommends that City Council approve the abatement as presented and move forward by taking action after the statutory 10-day appeal period from the date of Council action and adjournment. Council may:

1. Approve the abatement, or

2. Deny the abatement

If approved Council may:

- Charge the cost as a lien against the property to be collected upon sale of the property.
- Collect the cost through Civil proceedings
- Add $1,500 or 50% to either of the above collection methods.

ATTACHMENTS:

1. Parcel information
2. Code Case Detail List
3. Public Notice Document Posted two weeks prior to public hearing
4. March 1, 2019, Letters of notification for public hearing
5. Public Notice and Abatement Letters 3.26.19
6. Misc. Photos of property

86304221.000 WILLIAMS PEGGY I (EST)

PIDN: 86304221.000

GISP: 872.03-01-0428.00

Owner Information

Percent of Ownership: 100

Name: WILLIAMS PEGGY I (EST)

Name 2: C/O PARR NIKOLAS GAGE

Mailing Address: 2899 FLOUNDER CIR
GAUTIER MS
39553

Site Address: 2899 FLOUNDER CR GAUTIER

Land Information

Section: 03 Acreage: .00

Township: 8S

Range: 7W

Street Name FLOUNDER CR

Value and Tax Information

Total Assessed Value: 481 Total Appraised Value: 4810

Improvement Value: 1940 Land Value: 2870

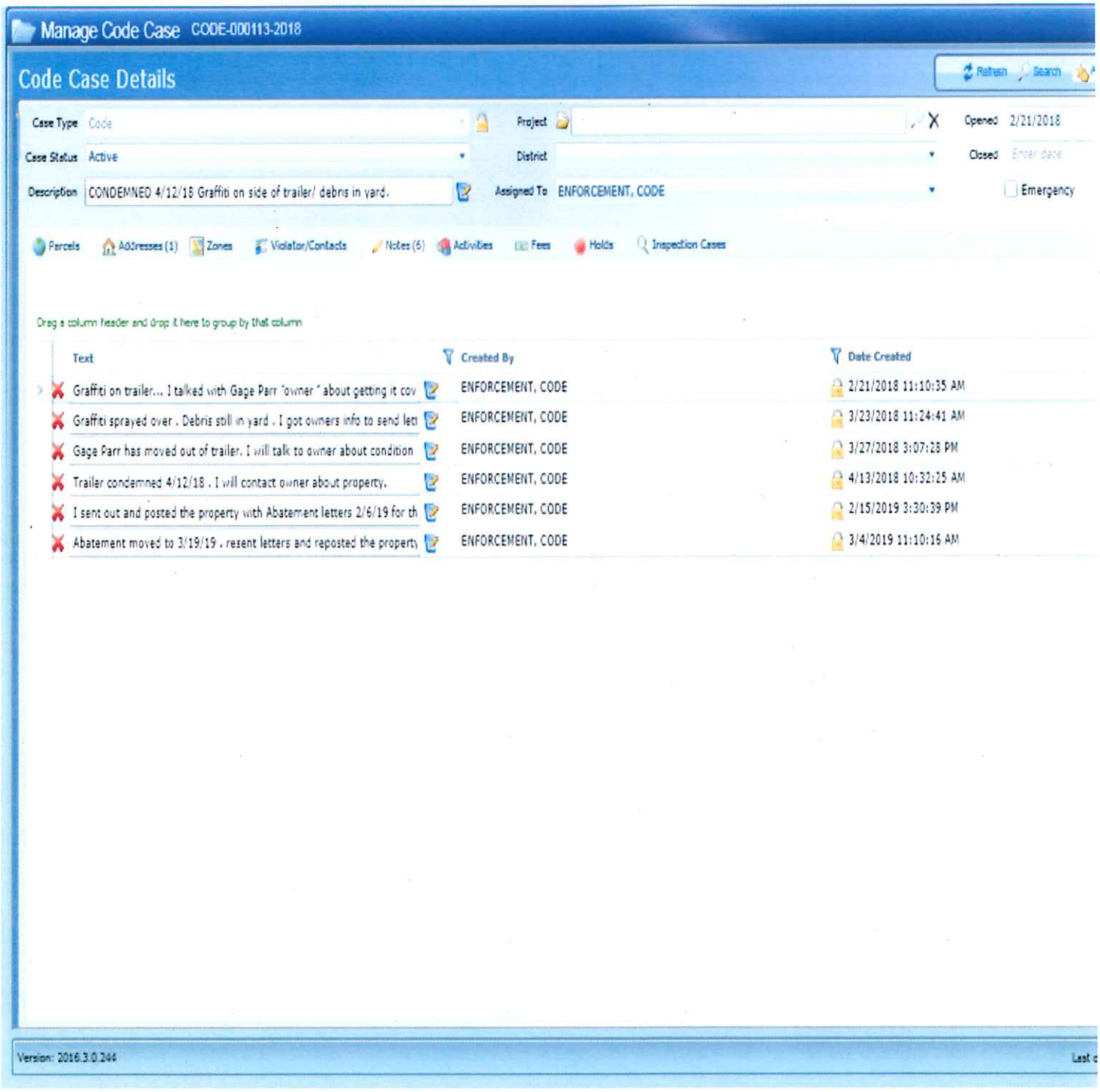
Tax Amount: 42 SQ FT: 0 Year Built: 1979

Legal Description

Description: LOT 204 POINT CLEAR RIVIERA S/D
SECTION I PB 10-24 (428 Map872.0
3-01) DB 974-342
TLR #46773 1979 12X62
TIDWELL

Deed Book / Page: 974 / 342

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


Manage Code Case CODE-000113-2018
Code Case Details
Refresh
Search
Case Type Code
Project
Opened 2/21/2018
Case Status Active
District
Closed Enter date
Description CONDEMNED 4/12/18 Graffiti on side of trailer/ debris in yard.
Assigned To ENFORCEMENT, CODE
Emergency
Parcels
Addresses (1)
Zones
Violator/Contacts
Notes (6)
Activities
Fees
Holds
Inspection Cases
Drag a column header and drop it here to group by that column
Text
Created By
Date Created
Graffiti on trailer... I talked with Gage Parr "owner " about getting it cov
ENFORCEMENT, CODE
2/21/2018 11:10:35 AM
Graffiti sprayed over . Debris still in yard . I got owners info to send lett
ENFORCEMENT, CODE
3/23/2018 11:24:41 AM
Gage Parr has moved out of trailer. I will talk to owner about condition
ENFORCEMENT, CODE
3/27/2018 3:07:28 PM
Trailer condemned 4/12/18 . I will contact owner about property.
ENFORCEMENT, CODE
4/13/2018 10:32:25 AM
I sent out and posted the property with Abatement letters 2/6/19 for th
ENFORCEMENT, CODE
2/15/2019 3:30:39 PM
Abatement moved to 3/19/19 . resent letters and reposted the property
ENFORCEMENT, CODE
3/4/2019 11:10:16 AM
Version: 2016.3.0.244

City of Gautier
Gautier, Mississippi

CITY OF GAUTIER
Code Enforcement
3330 Highway 90
Gautier, MS 39553
228-497-1878

3/1/19

2899 Flounder Cr.
Gautier, MS. 39553

Dear Owner/Occupant,

In the interest of protecting the welfare of the neighborhood and the quality of life in the City of Gautier, YOU are advised that the property listed above is currently in violation of the City of Gautier's Unified Development Ordinance for the reasons listed below and is in need of your immediate attention. Hopefully this is just an oversight on your part and will be resolved quickly.

_X__Overgrown Grass/Un-kept Property
_X__Accumulation of Trash and/or Debris
_X___Outside Storage of Appliances/Materials/Tools
____Street Numbers not prominently displayed
____Derelict/Inoperable vehicle(s) in yard or driveway
____Vehicles parked in yard, not on hard surface(s)
____Recreational Vehicle(s) in front yard
____Unpermitted Heavy Truck/Equipment on property

Violation Details : The City of Gautier will have an Abatement Hearing on March 19 , 2019 the meeting will be held at Gautier's City Hall at 6:30 P.M. Central for the property listed above . The property is in a state of uncleanliness as to be a menace to the public health , safety and welfare of the community .

UNIFIED DEVELOPMENT ORDINANCE
Article 16 Section 16.1.1

The provisions of this Article shall apply to all existing residential, commercial and industrial properties and premises and constitute minimum requirements and standards for premises, structures, and facilities for the health, safety, and welfare of the community. The owner or tenant of all real property within the City shall maintain the property and premises in such a manner as to conform to this Article as well as other codes and ordinances in order to avoid blighting influences on neighboring properties and causing depreciation of property values.

YOU will have five (5) days from the date of this notice in which to correct the above violation(s). If you have any difficulty in complying with the above City Ordinance in the allotted time please call Code Enforcement at 228-497-1878. If you fail to contact Code Enforcement or comply with the City Ordinance, a citation will be issued for you to appear in court regarding this matter.

UNIFIED DEVELOPMENT ORDINANCE
Article 3 Section 3.7.2

Violation of any other section of this Ordinance other than zoning shall be punishable as a misdemeanor and fines may be assessed up to one thousand dollars ($1,000) per offense with each day constituting a new and separate offense.

City of Gautier

Gautier, Mississippi

CITY OF GAUTIER
Code Enforcement
3330 Highway 90
Gautier, MS 39553
228-497-1878

Peggy Williams Est.
2899 Flounder Circle
Gautier, MS 39553

3/1/19

Dear Owner/Occupant,

In the interest of protecting the welfare of the neighborhood and the quality of life in the City of Gautier, YOU are advised that the property listed above is currently in violation of the City of Gautier's Unified Development Ordinance for the reasons listed below and is in need of your immediate attention. Hopefully this is just an oversight on your part and will be resolved quickly.

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UNIFIED DEVELOPMENT ORDINANCE
Article 16 Section 16.1.1

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YOU will have five (5) days from the date of this notice in which to correct the above violation(s). If you have any difficulty in complying with the above City Ordinance in the allotted time please call Code Enforcement at 228-497-1878. If you fail to contact Code Enforcement or comply with the City Ordinance, a citation will be issued for you to appear in court regarding this matter.

UNIFIED DEVELOPMENT ORDINANCE
Article 3 Section 3.7.2

Violation of any other section of this Ordinance other than zoning shall be punishable as a misdemeanor and fines may be assessed up to one thousand dollars ($1,000) per offense with each day constituting a new and separate offense.

Mayor
Phil Torjusen

Council
At Large Mary F. Martin
Ward 1 Cameron George
Ward 2 Richard Jackson
Ward 3 Casey C. Vaughan
Ward 4 Charles "Rusty" Anderson
Ward 5 Adam D. Colledge

City of Gautier
Gautier, Mississippi

City Manager
PaulaYancey

City Clerk
Cynthia L. Russell

3330 Highway 90
Gautier, MS 39553
Phone: (228) 497-8000
Fax: (228) 497-8028
Email: gautier@gautier-ms.gov
Website: www.gautier-ms.gov

PUBLIC NOTICE

Public Notice is hereby given by the Mayor and Members of the Gautier City Council that a public hearing will be held at 6:30 PM on April 16, 2019, in the Council Chambers of Gautier City Hall, 3330 Hwy 90, Gautier, Mississippi, to determine whether or not the property or parcel of land described below is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community:

2899 Flounder Circle

Persons having an interest in said properties are herby notified that in accordance with 21-19-11 of the Codes of Mississippi of 1972, as amended, the City may upon a finding the property or parcel of land in its existing condition to be a menace to the public health, safety, and welfare of the community, proceed to clean the property or parcel of land as allowed by Mississippi Code 21-19-11. The costs of which may be charged as a lien against such properties to be collected upon sale of the property or through civil proceedings. In addition, an adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of one (1) year after final adjudication without any further hearing if notice is posted on the property or parcel of land and at City Hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

Mayor
Phil Torjusen

Council
At Large Mary F. Martin
Ward 1 Cameron George
Ward 2 Richard Jackson
Ward 3 Casey C. Vaughan
Ward 4 Charles "Rusty" Anderson
Ward 5 Adam D. Colledge

City of Gautier
Gautier, Mississippi

City Manager
Paula Yancey

City Clerk
Cynthia L. Russell

3330 Highway 90
Gautier, MS 39553
Phone: (228) 497-8000
Fax: (228) 497-8028
Email: gautier@gautier-ms.gov
Website: www.gautier-ms.gov

March 26, 2019

Joe Franklin
Code Enforcement Officer
City of Gautier
3330 Hwy 90
Gautier, MS. 39553

Re: 2899 Flounder Circle
Notice of Public Hearing

To whom it may concern,

The City of Gautier Mayor and City Council has approved and scheduled a public hearing for adjudication for 2899 Flounder Circle. The hearing will be held at Gautier City Hall, 3330 Hwy 90 Gautier, MS. 39553 on April 16, 2019 at 6:30 P.M. The purpose of this public hearing is to determine whether or not the property referenced above is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community per Mississippi Code Annotated 1972 Title 21, Chapter 19, Section11.

If at the scheduled hearing, the governing authority decides that the property or parcel of land is in a condition determined to be a menace to the public health, safety, and welfare of the community, the City shall proceed to clean the property or parcel of land by the use of municipal workers or by contract.

Additionally, the municipality may reenter the property or parcel of land for a period of one (1) year after the adjudication without any further hearings. A notice will be posted on the property or parcel of land and at City Hall or another place in the Municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for clearing/cleaning.

Sincerely,

Joe Franklin
City of Gautier
Code Enforcement Officer

Mar 1, 2019 at 10:04:54 AM
Gautier

City of Gautier
Gautier, Mississippi

CITY OF GAUTIER
Code Enforcement
3330 Highway 90
Gautier, MS 39553
228-497-1878

3/1/19

2899 Flounder Cr.
Gautier, MS. 39553

Dear Owner/Occupant,

In the interest of protecting the welfare of the neighborhood and the quality of life in the City of Gautier, YOU are advised that the property listed above is currently in violation of the City of Gautier's Unified Development Ordinance for the reasons listed below and is in need of your immediate attention. Hopefully this is just an oversight on your part and will be resolved quickly.

_X_ Overgrown Grass/Un-kept Property
_X_ Accumulation of Trash and/or Debris
_X_ Outside Storage of Appliances/Materials/Tools
____ Street Numbers not prominently displayed
____ Derelict/Inoperable vehicle(s) in yard or driveway
____ Vehicles parked in yard, not on hard surface(s)
____ Recreational Vehicle(s) in front yard
____ Unpermitted Heavy Truck/Equipment on property

Violation Details : The City of Gautier will have an Abatement Hearing on March 19 , 2019 the meeting will be held at Gautier's City Hall at 6:30 P.M. Central for the property listed above . The property is in a state of uncleanliness as to be a menace to the public health , safety and welfare of the community .

UNIFIED DEVELOPMENT ORDINANCE
Article 16 Section 16.1.1

The provisions of this Article shall apply to all existing residential, commercial and industrial properties and premises and constitute minimum requirements and standards for premises, structures, and facilities for the health, safety, and welfare of the community. The owner or tenant of all real property within the City shall maintain the property and premises in such a manner as to conform to this Article as well as other codes and ordinances in order to avoid blighting influences on neighboring properties and causing depreciation of property values.

YOU will have five (5) days from the date of this notice in which to correct the above violation(s). If you have any difficulty in complying with the above City Ordinance in the allotted time please call Code Enforcement at 228-497-1878. If you fail to contact Code Enforcement or comply with the City Ordinance, a citation will be issued for you to appear in court regarding this matter.

UNIFIED DEVELOPMENT ORDINANCE
Article 3 Section 3.7.2

Violation of any other section of this Ordinance other than zoning shall be punishable as a misdemeanor and fines may be assessed up to one thousand dollars ($1,000) per offense with each day constituting a new and separate offense.

City of Gautier
Gautier, Mississippi

CITY OF GAUTIER
Code Enforcement
3330 Highway 90
Gautier, MS 39553
228-497-1878

3/1/19

2899 Flounder Cr
Gautier, MS. 39553

Dear Owner/Occupant,

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X Overgrown Grass/Un-kept Property
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Violation Details : The City of Gautier will have an Abatement Hearing on March 19 , 2019 the morning will be held at Gautier's City Hall at 6:30 P.M. Central for the property listed above . The property is in a state of uncleanliness as to be a menace to the public health , safety and welfare of the community .

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Article 16 Section 16.1.1

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Article 3 Section 3.7.2

Violation of any other section of this Ordinance other than zoning shall be punishable as a misdemeanor and fines may be assessed up to one thousand dollars ($1,000) per offense with each day constituting a new and separate offense.

"Future's Playground"

Mar 1, 2019 at 10:25:53 AM
Gautier

Mar 1, 2019 at 10:26:00 AM
Gautier

Mar 1, 2019 at 10:26:24 AM
Gautier

Mar 1, 2019 at 10:26:50 AM
Gautier

PARR

Mar 1, 2019 at 10:27:04 AM
Gautier

Mar 1, 2019 at 10:27:11 AM
Gautier

Mar 1, 2019 at 10:27:26 AM
Gautier

Mar 1, 2019 at 10:27:29 AM
Gautier

Mar 1, 2019 at 10:27:33 AM
Gautier

Mar 1, 2019 at 10:27:54 AM
Gautier

Mar 1, 2019 at 10:27:59 AM
Gautier

Mar 1, 2019 at 10:28:24 AM
Gautier

Mar 1, 2019 at 10:28:29 AM
Gautier

CITY OF GAUTIER
Business Agenda Item #3
Fact Sheet

Council Meeting:	**April 16, 2019**
Title:	**Consideration for an abatement at 7400 Martin Bluff Road, Gautier, MS (Lillian Vaughan and Leala Wyman, owners)**
Introduced by:	
Contact Person/Telephone	**Scott Ankerson 497-8000 Ext. 312**

Summary Explanation: Consideration for an abatement at 7400 Martin Bluff Road, Gautier, MS (Lillian Vaughan and Leala Wyman, owners)

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract/Agreement	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other/Discussion	☐
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 000-2019

WHEREAS, after proper notice, on or about April 16, 2019, the City Council of Gautier conducted a public hearing relating to possible abatement of a parcel of property owned by Lillian Vaughan and Leala Wyman, located at 7400 Martin Bluff Road, Gautier, MS, PIN #85433001.000, Lot 1;2;17 & W ½ of Lot 18 Hastings Singing River Garden Annex S/D, as recorded in Deed Book 901, Page 88, record of official plats on file in the office of the Chancery Clerk of Jackson County, MS; and

WHEREAS, based on the information provided during the hearing, the City Council has concluded that the property in question is in such a state of uncleanliness as to be a menace to public health, safety, and welfare of the community;

IT THEREFORE ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, pursuant to Miss. Code Ann. 21-19-11, that municipal employees or contractors are hereby authorized to clean said property by removing rubbish and personal property, maintaining the overgrown property, and securing the structure from the exterior by boarding up all necessary open or missing doors and windows as recommended by the Planning Department.

IT IS FURTHER ORDERED, based on these findings, that the municipality may reenter the property or parcel of land for a period of one (1) year after the hearing without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

IT IS FURTHER ORDERED, that a penalty (is or is not) assessed to the property in the amount of $_____ (up to $1500.00 or 50% of the actual cost of cleaning the property).

IT IS FURTHER ORDERED, that the City may, in the discretion of the City Manager, collect the costs or penalties (if applicable) associated with this abatement as a civil debt as provided by Miss. Code Ann. 21-19-11(3), or as an assessment against the property as provided by Miss. Code Ann. 21-19-11(4). If collected as a civil debt, the City Attorney is hereby directed and authorized to institute suit to obtain abatement costs, penalties (if applicable), Court costs, reasonable attorneys fees, and interest, as provided by law.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 16, 2019.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager

From: Joe Franklin, Code Enforcement Officer

Through: Scott Ankerson, Planning Director & Ramona Morgan Planning Technician
Date: April 4, 2019

Subject: 7400 Martin Bluff Road Gautier, Mississippi 39553.

REQUEST:

Pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11, the City of Gautier, the Mayor and City Council will conduct a public hearing and receive public comment(s) regarding staff's recommendation to clean this private property and render the structure safe by securing all windows and doors.

BACKGROUND:

A complaint came from a concerned citizen at a City Council Meeting regarding multiple code violations of the property care and maintenance of this property. The code violations were reviewed and substantiated by code enforcement and a code violation file was re-opened against the property on July 12, 2018. Code enforcement has dealt with repeated code violations prior to June 15, 2017 when the house was deemed unsafe for habitation by City of Gautier. On June 20, 2018 code enforcement sent letters to Lillian Vaughan and Leala Wyman at 2975 Horse Lake Road Iowa Park, Texas 76367 concerning code violations. Code Enforcement did not receive a response from the owners. On July 12, 2018 Code Enforcement sent another letter regarding the code violations, and again received no response from the owners. On September 10, 2018 Code Enforcement inspected the property and found the front yard had been mowed, but the house was still overgrown and in major disrepair. Code Enforcement continued to receive complaints on the property from neighbors. On March 1, 2019 and again on March 26, 2019 Code Enforcement sent an abatement notice informing the owner of the City's intent to abate the property. The vacant property continues to show signs of disrepair with visible signs of decaying wood, crumbling brick and walls, noticeable from the public right-of-way.

Property owners in the vicinity remain concerned with the visible appearance of this overgrown property and the unsecured/unsafe structure. Neighbors are concerned for the health, safety, and welfare of their neighborhood. Code enforcement informed the owners by letter on March 1, 2019, and again on March 26, 2019 the property would be recommended for a public hearing if not in compliance by April 16, 2019. The City set a public hearing date of April 16, 2019, and all interested parties were notified by letter. Additionally, both the property and city bulletin board were posted with a copy of the public hearing notice two weeks prior to the scheduled hearing.

DISCUSSION:

The primary goal is to clean up and maintain the overgrown property pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11, and secure the structure from the exterior by boarding up all necessary open or missing doors and windows.

RECOMMENDATION:

Staff recommends that Council approve the abatement as presented and take action following the statutory 10-day appeal period from the date of Council action and adjournment.

Council may:

1. Approve the abatement, or

2. Deny the abatement

If approved Council may:

- Charge the cost as a lien against the property to be collected upon sale of the property.
- Collect the cost through Civil proceedings
- Add $1,500 or 50% to either of the above collection methods.

ATTACHMENTS:

1. Parcel information
2. Code Case Detail List
3. Public Notice Document Posted two weeks prior to public hearing and Abatement Letter
4. Public Notice and Letters 3.26.19
5. Misc. Photos of property

85433001.000 STEPHENS LILLA VAUGHN

PIDN: 85433001.000

GISP: 763.07-02-0049.00M

Owner Information

Percent of Ownership: 100

Name: STEPHENS LILLA VAUGHN

Name 2: C/O LEALA VAUGHN-WYMAN

Mailing Address: 2975 HORSESHOE LAKE RD
IOWA PARK TX
76367

Site Address: 7400 MARTIN BLUFF RD GAUTIER

Land Information

Section: 03 Acreage: .00

Township: 7S

Range: 6W

Street Name MARTIN BLUFF RD

Value and Tax Information

Total Assessed Value: 8038 Total Appraised Value: 80380

Improvement Value: 50900 Land Value: 29480

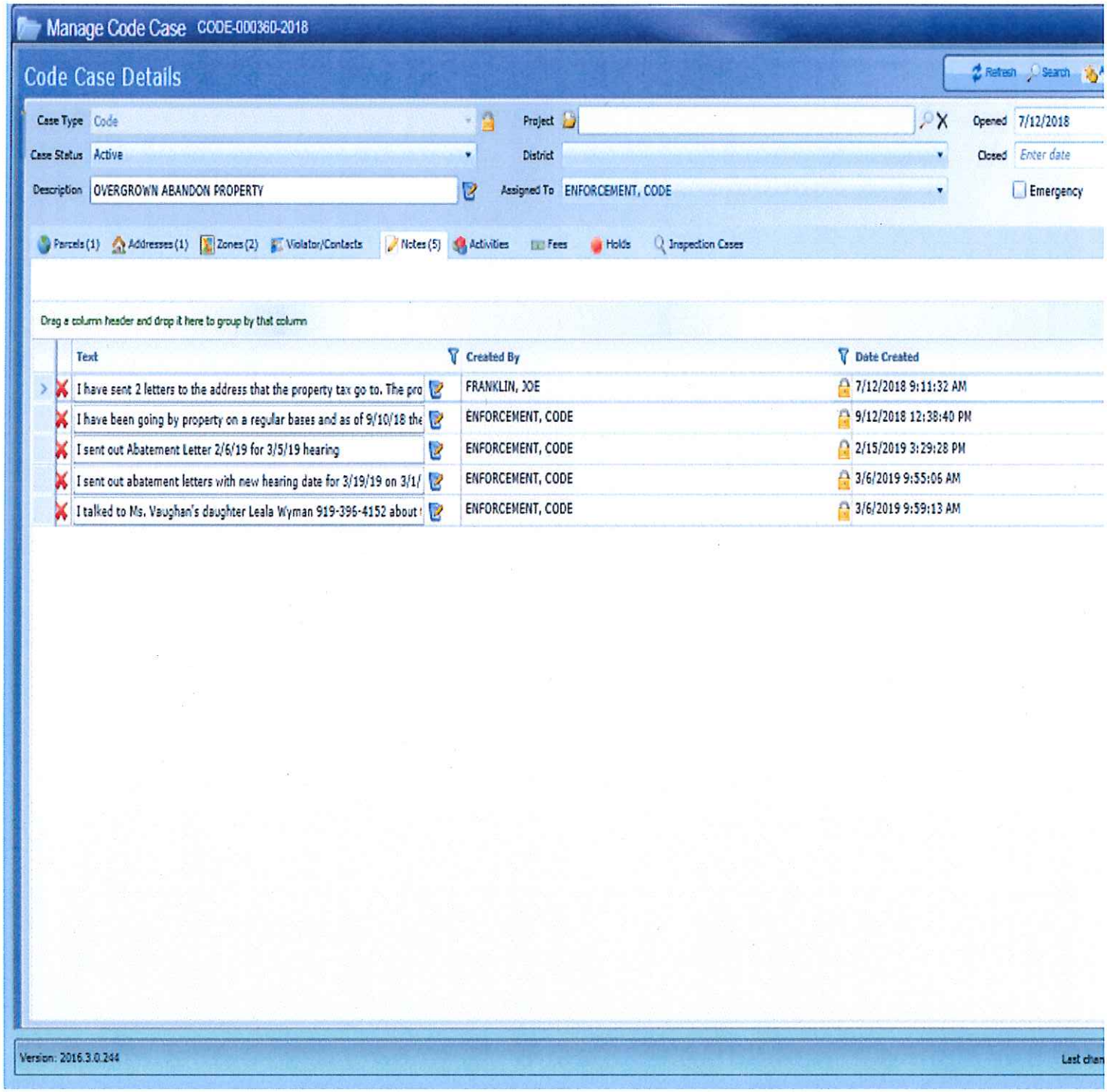
Tax Amount: 74 SQ FT: 1492 Year Built: 1966

Legal Description

Description: LOTS 1;2;17 & W1/2 LOT 18
HASTINGS SINGING RIVER GARDEN
ANNEX S/D DB 901-88
(49M Map763.07-02)

Deed Book / Page: 901 / 88

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


Manage Code Case CODE-000360-2018
Code Case Details
Refresh
Search
Case Type Code
Project
Opened 7/12/2018
Case Status Active
District
Closed Enter date
Description OVERGROWN ABANDON PROPERTY
Assigned To ENFORCEMENT, CODE
Emergency
Parcels (1)
Addresses (1)
Zones (2)
Violator/Contacts
Notes (5)
Activities
Fees
Holds
Inspection Cases
Drag a column header and drop it here to group by that column
Text
Created By
Date Created
I have sent 2 letters to the address that the property tax go to. The pro
FRANKLIN, JOE
7/12/2018 9:11:32 AM
I have been going by property on a regular bases and as of 9/10/18 the
ENFORCEMENT, CODE
9/12/2018 12:38:40 PM
I sent out Abatement Letter 2/6/19 for 3/5/19 hearing
ENFORCEMENT, CODE
2/15/2019 3:29:28 PM
I sent out abatement letters with new hearing date for 3/19/19 on 3/1/
ENFORCEMENT, CODE
3/6/2019 9:55:06 AM
I talked to Ms. Vaughan's daughter Leala Wyman 919-396-4152 about
ENFORCEMENT, CODE
3/6/2019 9:59:13 AM
Version: 2016.3.0.244

City of Gautier
Gautier, Mississippi

CITY OF GAUTIER
Code Enforcement
3330 Highway 90
Gautier, MS 39553
228-497-1878

3/1/19

7400 Martin Bluff Rd
Gautier, MS. 39553

Dear Owner/Occupant,

In the interest of protecting the welfare of the neighborhood and the quality of life in the City of Gautier, YOU are advised that the property listed above is currently in violation of the City of Gautier's Unified Development Ordinance for the reasons listed below and is in need of your immediate attention. Hopefully this is just an oversight on your part and will be resolved quickly.

_X__Overgrown Grass/Un-kept Property
_X__Accumulation of Trash and/or Debris
_X__Outside Storage of Appliances/Materials/Tools
____Street Numbers not prominently displayed
____Derelict/Inoperable vehicle(s) in yard or driveway
____Vehicles parked in yard, not on hard surface(s)
____Recreational Vehicle(s) in front yard
____Unpermitted Heavy Truck/Equipment on property

Violation Details : The City of Gautier will have an Abatement Hearing on March 19 , 2019 the meeting will be held at Gautier's City Hall at 6:30 P.M. Central for the property listed above . The property is in a state of uncleanliness as to be a menace to the public health , safety and welfare of the community .

UNIFIED DEVELOPMENT ORDINANCE
Article 16 Section 16.1.1

The provisions of this Article shall apply to all existing residential, commercial and industrial properties and premises and constitute minimum requirements and standards for premises, structures, and facilities for the health, safety, and welfare of the community. The owner or tenant of all real property within the City shall maintain the property and premises in such a manner as to conform to this Article as well as other codes and ordinances in order to avoid blighting influences on neighboring properties and causing depreciation of property values.

YOU will have five (5) days from the date of this notice in which to correct the above violation(s). If you have any difficulty in complying with the above City Ordinance in the allotted time please call Code Enforcement at 228-497-1878. If you fail to contact Code Enforcement or comply with the City Ordinance, a citation will be issued for you to appear in court regarding this matter.

UNIFIED DEVELOPMENT ORDINANCE
Article 3 Section 3.7.2

Violation of any other section of this Ordinance other than zoning shall be punishable as a misdemeanor and fines may be assessed up to one thousand dollars ($1,000) per offense with each day constituting a new and separate offense.

City of Gautier

Gautier, Mississippi

CITY OF GAUTIER
Code Enforcement
3330 Highway 90
Gautier, MS 39553
228-497-1878

3/1/19

Lillian Vaughan
7400 Martin Bluff Rd.
Gautier, MS. 39553

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City of Gautier
Gautier, Mississippi

CITY OF GAUTIER
Code Enforcement
3330 Highway 90
Gautier, MS 39553
228-497-1878

3/1/19

Leala Wyman
7400 Martin Bluff Rd.
Gautier, Ms. 39553

Dear Owner/Occupant,

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Mayor
Phil Torjusen

Council
At Large Mary F. Martin
Ward 1 Cameron George
Ward 2 Richard Jackson
Ward 3 Casey C. Vaughan
Ward 4 Charles "Rusty" Anderson
Ward 5 Adam D. Colledge

City of Gautier
Gautier, Mississippi

City Manager
PaulaYancey

City Clerk
Cynthia L. Russell

3330 Highway 90
Gautier, MS 39553
Phone: (228) 497-8000
Fax: (228) 497-8028
Email: gautier@gautier-ms.gov
Website: www.gautier-ms.gov

PUBLIC NOTICE

Public Notice is hereby given by the Mayor and Members of the Gautier City Council that a public hearing will be held at 6:30 PM on April 16, 2019, in the Council Chambers of Gautier City Hall, 3330 Hwy 90, Gautier, Mississippi, to determine whether or not the property or parcel of land described below is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community:

7400 Martin Bluff Road

Persons having an interest in said properties are herby notified that in accordance with 21-19-11 of the Codes of Mississippi of 1972, as amended, the City may upon a finding the property or parcel of land in its existing condition to be a menace to the public health, safety, and welfare of the community, proceed to clean the property or parcel of land as allowed by Mississippi Code 21-19-11. The costs of which may be charged as a lien against such properties to be collected upon sale of the property or through civil proceedings. In addition, an adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of one (1) year after final adjudication without any further hearing if notice is posted on the property or parcel of land and at City Hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

Mayor
Phil Torjusen

Council
At Large Mary F. Martin
Ward 1 Cameron George
Ward 2 Richard Jackson
Ward 3 Casey C. Vaughan
Ward 4 Charles "Rusty" Anderson
Ward 5 Adam D. Colledge

City of Gautier
Gautier, Mississippi

City Manager
Paula Yancey

City Clerk
Cynthia L. Russell

3330 Highway 90
Gautier, MS 39553
Phone: (228) 497-8000
Fax: (228) 497-8028
Email: gautier@gautier-ms.gov
Website: www.gautier-ms.gov

March 26, 2019

Joe Franklin
Code Enforcement Officer
City of Gautier
3330 Hwy 90
Gautier, MS. 39553

Re: 7400 Martin Bluff Road
Notice of Public Hearing

To whom it may concern,

The City of Gautier Mayor and City Council has approved and scheduled a public hearing for adjudication for 7400 Martin Bluff Road. The hearing will be held at Gautier City Hall, 3330 Hwy 90 Gautier, MS. 39553 on April 16, 2019 at 6:30 P.M. The purpose of this public hearing is to determine whether or not the property referenced above is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community per Mississippi Code Annotated 1972 Title 21, Chapter 19, Section11.

If at the scheduled hearing, the governing authority decides that the property or parcel of land is in a condition determined to be a menace to the public health, safety, and welfare of the community, the City shall proceed to clean the property or parcel of land by the use of municipal workers or by contract.

Additionally, the municipality may reenter the property or parcel of land for a period of one (1) year after the adjudication without any further hearings. A notice will be posted on the property or parcel of land and at City Hall or another place in the Municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for clearing/cleaning.

Sincerely,

Joe Franklin
City of Gautier
Code Enforcement Officer

Mar 1, 2019 at 10:05:00 AM
Gautier

City of Gautier
Gautier, Mississippi

CITY OF GAUTIER
Code Enforcement
3330 Highway 90
Gautier, MS 39553
228-497-1878

3/1/19

7400 Martin Bluff Rd
Gautier, MS. 39553

Dear Owner/Occupant,

In the interest of protecting the welfare of the neighborhood and the quality of life in the City of Gautier, YOU are advised that the property listed above is currently in violation of the City of Gautier's Unified Development Ordinance for the reasons listed below and is in need of your immediate attention. Hopefully this is just an oversight on your part and will be resolved quickly.

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UNIFIED DEVELOPMENT ORDINANCE
Article 3 Section 3.7.2

Violation of any other section of this Ordinance other than zoning shall be punishable as a misdemeanor and fines may be assessed up to one thousand dollars ($1,000) per offense with each day constituting a new and separate offense.

"Nature's Playground!"

Disability Transportation

Mar 1, 2019 at 10:53:20 AM
Gautier

City of Gautier
Gautier, Mississippi

CITY OF GAUTIER
Code Enforcement
3330 Highway 90
Gautier, MS 39553
228-497-1878

7400 Martin Bluff Rd.
Gautier, MS. 39553

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"Nature's Playground!"

Mar 1, 2019 at 10:53:34 AM
Gautier

Mar 1, 2019 at 10:54:22 AM
Gautier

Mar 1, 2019 at 10:54:50 AM
Gautier

Mar 1, 2019 at 10:54:54 AM
Gautier

Mar 1, 2019 at 10:55:11 AM
Gautier

Mar 1, 2019 at 10:55:27 AM
Gautier

Mar 1, 2019 at 10:55:31 AM
Gautier

Mar 1, 2019 at 10:55:45 AM
Gautier

Mar 1, 2019 at 10:56:03 AM
Gautier

Mar 1, 2019 at 10:56:07 AM
Gautier

Mar 1, 2019 at 10:56:22 AM
Gautier

Mar 1, 2019 at 10:56:28 AM
Gautier

Mar 1, 2019 at 10:56:36 AM
Gautier

Mar 1, 2019 at 10:56:45 AM
Gautier

Mar 1, 2019 at 10:57:08 AM
Gautier

CITY OF GAUTIER
Business Agenda Item #4
Fact Sheet

Council Meeting:	**April 16, 2019**
Title:	**Approval of a request for a Home Occupation allowing a private professional home office for Consultant Engineering at 1812 Seacliffe Drive. (GPC Case 19-06-HO)**
Introduced by:	
Contact Person/Telephone	**Scott Ankerson 497-8000 Ext. 312**

Summary Explanation: Approval of a request for a Home Occupation allowing a private professional home office for Consultant Engineering at 1812 Seacliffe Drive. (GPC Case 19-06-HO)

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract/Agreement	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other/Discussion	☐
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 a Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 000-2019

WHEREAS, the owner of 1812 Seacliffe Drive, (PID#87110204.3000) has requested a home occupation permit for a private professional home office for Consultant Engineering, which is zoned residential R-1; and

WHEREAS, all public notices requirements have been met; and

WHEREAS, the UDO defines a Home Occupation as : An occupation carried on in a residential dwelling unit by the resident thereof; provided that the use is limited, incidental and secondary to the residential use of the building.

WHEREAS, based on a review of the information presented to Planning Commission and Council, the Mayor and Council Members hereby find that all criteria under Section 6.7 of the Unified Development Ordinance (have or have not) been met in this case;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City Council hereby (adopts or denies) the Gautier Planning Commission recommendation that the request for a home occupation be approved based on section 6.7.2F of the UDO stating that a private professional home office is an allowable home occupation 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 April 16, 2019.

CITY OF GAUTIER
MEMORANDUM

To:	Paula Yancey, City Manager
From:	Ramona Morgan, Planning Technician
Date:	4/4/2019
Subject:	Request for a Home Occupation allowing a private professional home office for Consultant Engineering. (GPC Case 19-06-HO)

REQUEST:

The Planning Department has received a request from John B. Strayham, to allow a home occupation for a private professional home office for Consultant Engineering at 1812 Seacliffe Drive PID# 87110204.000. The application fee of $125 was paid on March 8, 2019. All public notice requirements have been met.

BACKGROUND:

The application/request for a Home Occupation was made by John B. Strayham to operate a private professional home office at 1812 Seacliffe Drive. The application includes a narrative written by the applicant stating that no increased traffic due to the home office will be incurred. The narrative also states that the home office will not affect neighboring properties in any way. Public notice requirements in the form of notification letters to adjoining property owners were mailed on March, 11 2019. The notification letter states; written objections must be received by 5:00 P.M. on Thursday, March 21, 2019. Written objections must reference the above GPC Public Notice Number, and e-mailed to rmorgan@gautier-ms.gov, or be mailed to the Planning Department, P. O. Box 670, Gautier, Mississippi 39553-0670. Objectors will be notified of the results of this review. The Planning Department can be reached at 228-497-1878 should you have any questions.

DISCUSSION:

On March 18, 2019 the Planning Department received a written objection from Mrs. Sylvia Hesse of 1808 Seacliffe Drive. Mrs. Hesse's objection to the home occupation is that the neighborhood is zoned residential R-1. She states in her objection that there are more and more home businesses popping up in residential areas. She is concerned that the private professional home office at 1812 Seacliffe Drive will start small and grow into something much larger.DETERMINATION OF APPLICABLE LAW:

The Unified Development Ordinance (UDO) defines a Home Occupation as: An occupation carried on in a residential dwelling unit by the resident thereof; provided that the use is limited, incidental and secondary to the residential use of the building. A Home Occupation permit is non-transferable to future residents
UDO SECTION 6.7: Home Occupation
6.7.1 General Regulations
A Home Occupation is a gainful occupation conducted in a dwelling unit, for which an annual privilege license must be issued and that:
A. No stock in trade or commodity shall be sold on the premises.
B. There shall be no employment of help other than members of the resident family.
C. Not more than twenty (20) percent of the heated and cooled square footage area of the dwelling unit not to exceed five hundred (500) square feet shall be used in conducting the Home Occupation.
D. There shall be no change in the outside appearance of the building or premises, no outdoor storage of anything, or any other visible evidence of the conduct of such Home Occupation other than one (1) sign in accordance with regulations of Article XII not exceeding one (1) non-illuminated sign no larger than one (1) square foot, mounted flush against the principal building.
E. No Home Occupation shall be conducted in any accessory building.

F. No traffic shall be generated by such Home Occupation in greater volumes than would normally be expected in a residential neighborhood, and any need for parking generated by the conduct of such Home Occupation shall be off the street and other than in the required front yard.
G. No equipment or process shall be used in such Home Occupation which increases noise, vibration, glare, fumes, odors, or electrical interference to adjoining properties.
H. The Planning Director shall periodically examine all businesses operating under a home occupation permit to determine if they are maintained in compliance with regulations set forth herein. The Planning Director is authorized to notify any business found to not be in compliance to cease operations and to revoke said permits.
6.7.2 Home Occupations Permitted
The following occupations, subject to the requirements of the above section, may be permitted as Home Occupations:
A. Artist, sculptor, author
B. Catering Service when they are a part of operator's residence
C. Computer programming and word processing
D. Cooking and preserving
E. Dressmaker, seamstress, tailor, interior decorator
F. Home office
G. Instructional Studio, Private. Teaching, including tutoring, musical instruction or dancing, but limited to one (1) pupil per teacher at any given time
H. Private Professional Office
I. Telephone answering service
J. Any other similar use which the Planning Director determines is compatible. The Planning Director may elect to take any Home Occupation request to the Planning Commission for consideration.
6.7.3 Prohibited Home Occupations
The following are not permitted as Home Occupations:
A. Animal hospitals or animal rescue operations
B. Child Care Facilities including kindergartens
C. Convalescent homes
D. Repair Shops requiring outside or major repair to equipment and/or vehicles
E. Coffee Shops, restaurants or any facility serving beverages or food to the public.
F. Boarding House

RECOMMENDATION:
Planning Commission recommends that the request for a home occupation be approved based on section 6.7.2 F of the UDO stating that a private professional home office is an allowable home occupation.

The City Council may:

1. Approve the request as presented;
2. Approve the home occupation with changes; or
3. Deny the home occupation request.

ATTACHMENTS:

1. Combined 19-06-HO

Gautier Planning Commission

Regular Meeting Agenda

April 4, 2019

GPC #19-06-HO

1812 Seacliffe Home Occupation Request

VII. NEW BUSINESS

1. 1812 Seacliffe – Request for a Home Occupation allowing a private professional home office for Consultant Engineering.
   (GPC Case 19-06-HO)

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: Ramona Morgan, Planning Technician

Date: April 4, 2019

Subject: 1812 Seacliffe – Request for Home Occupation for a private professional home office for Consultant Engineering. (GPC Case 19-06-HO)

REQUEST:

The Planning Department has received a request from John B. Strayham, to allow a home occupation for a private professional home office for Consultant Engineering at 1812 Seacliffe Drive PID# 87110204.000. The application fee of $125 was paid on March 8, 2019. All public notice requirements have been met.

BACKGROUND:

The application/request for a Home Occupation was made by John B. Strayham to operate a private professional home office at 1812 Seacliffe Drive. The application includes a narrative written by the applicant stating that no increased traffic due to the home office will be incurred. The narrative also states that the home office will not affect neighboring properties in any way. Public notice requirements in the form of notification letters to adjoining property owners were mailed on March, 11 2019. The notification letter states; written objections must be received by 5:00 P.M. on Thursday, March 21, 2019. Written objections must reference the above GPC Public Notice Number, and e-mailed to rmorgan@gautier-ms.gov, or be mailed to the Planning Department, P. O. Box 670, Gautier, Mississippi 39553-0670. Objectors will be notified of the results of this review. The Planning Department can be reached at 228-497-1878 should you have any questions.

DISCUSSION:

On March 18, 2019 the Planning Department received a written objection from Mrs. Sylvia Hesse of 1808 Seacliffe Drive. Mrs. Hesse's objection to the home occupation is that the neighborhood is zoned residential R-1. She states in her objection that there are more and more home businesses popping up in residential areas. She is concerned that the private professional home office at 1812 Seacliffe Drive will start small and grow into something much larger.

DETERMINATION OF APPLICABLE LAW:

The Unified Development Ordinance (UDO) defines a **Home Occupation** as: An occupation carried on in a residential dwelling unit by the resident thereof; provided that the use is limited,

incidental and secondary to the residential use of the building. A Home Occupation permit is non-transferable to future residents

UDO SECTION 6.7: Home Occupation

6.7.1 General Regulations

A Home Occupation is a gainful occupation conducted in a dwelling unit, for which an annual privilege license must be issued and that:

A. No stock in trade or commodity shall be sold on the premises.

B. There shall be no employment of help other than members of the resident family.

C. Not more than twenty (20) percent of the heated and cooled square footage area of the dwelling unit not to exceed five hundred (500) square feet shall be used in conducting the Home Occupation.

D. There shall be no change in the outside appearance of the building or premises, no outdoor storage of anything, or any other visible evidence of the conduct of such Home Occupation other than one (1) sign in accordance with regulations of Article XII not exceeding one (1) non-illuminated sign no larger than one (1) square foot, mounted flush against the principal building.

E. No Home Occupation shall be conducted in any accessory building.

F. No traffic shall be generated by such Home Occupation in greater volumes than would normally be expected in a residential neighborhood, and any need for parking generated by the conduct of such Home Occupation shall be off the street and other than in the required front yard.

G. No equipment or process shall be used in such Home Occupation which increases noise, vibration, glare, fumes, odors, or electrical interference to adjoining properties.

H. The Planning Director shall periodically examine all businesses operating under a home occupation permit to determine if they are maintained in compliance with regulations set forth herein. The Planning Director is authorized to notify any business found to not be in compliance to cease operations and to revoke said permits.

6.7.2 Home Occupations Permitted

The following occupations, subject to the requirements of the above section, may be permitted as Home Occupations:

A. Artist, sculptor, author

B. Catering Service when they are a part of operator's residence

C. Computer programming and word processing

D. Cooking and preserving

E. Dressmaker, seamstress, tailor, interior decorator

F. Home office

G. Instructional Studio, Private. Teaching, including tutoring, musical instruction or dancing, but limited to one (1) pupil per teacher at any given time

H. Private Professional Office

I. Telephone answering service

J. Any other similar use which the Planning Director determines is compatible. The Planning Director may elect to take any Home Occupation request to the Planning Commission for consideration.

6.7.3 Prohibited Home Occupations

The following are not permitted as Home Occupations:

A. Animal hospitals or animal rescue operations

B. Child Care Facilities including kindergartens

C. Convalescent homes

D. Repair Shops requiring outside or major repair to equipment and/or vehicles

E. Coffee Shops, restaurants or any facility serving beverages or food to the public.

F. Boarding House

RECOMMENDATION & CONCLUSION:

Staff recommends that the request for a home occupation be approved based on section **6.7.2 F** of the UDO stating that a private professional home office is an allowable home occupation.

The Planning Commission may:

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

ATTACHMENTS:

1. Applicant's Exhibit 1 – Application
2. City's Exhibit A – Location Map
3. City's Exhibit B – Objection Letter

ECONOMIC DEVELOPMENT/PLANNING DEPARTMENT
GAUTIER, MISSISSIPPI

HOME OCCUPATION APPLICATION

Hearing Number
19-06-HO

TYPE OF REQUEST:		FEE:
Home Occupation	_____	~~$100.00~~ 125-

Name of Applicant : John B. Strayham JR.
Name of Business: Consultant Engineering
Address: 1612 Seacliffe Dr. Mailing Address (if different): PO Box
Email Address: STrayham1@Yahoo.com
Phone: 228-497-6230 Cell Phone: 713-828-3811
Reason for request, location and intended use of Property: private professional office/ Home office.

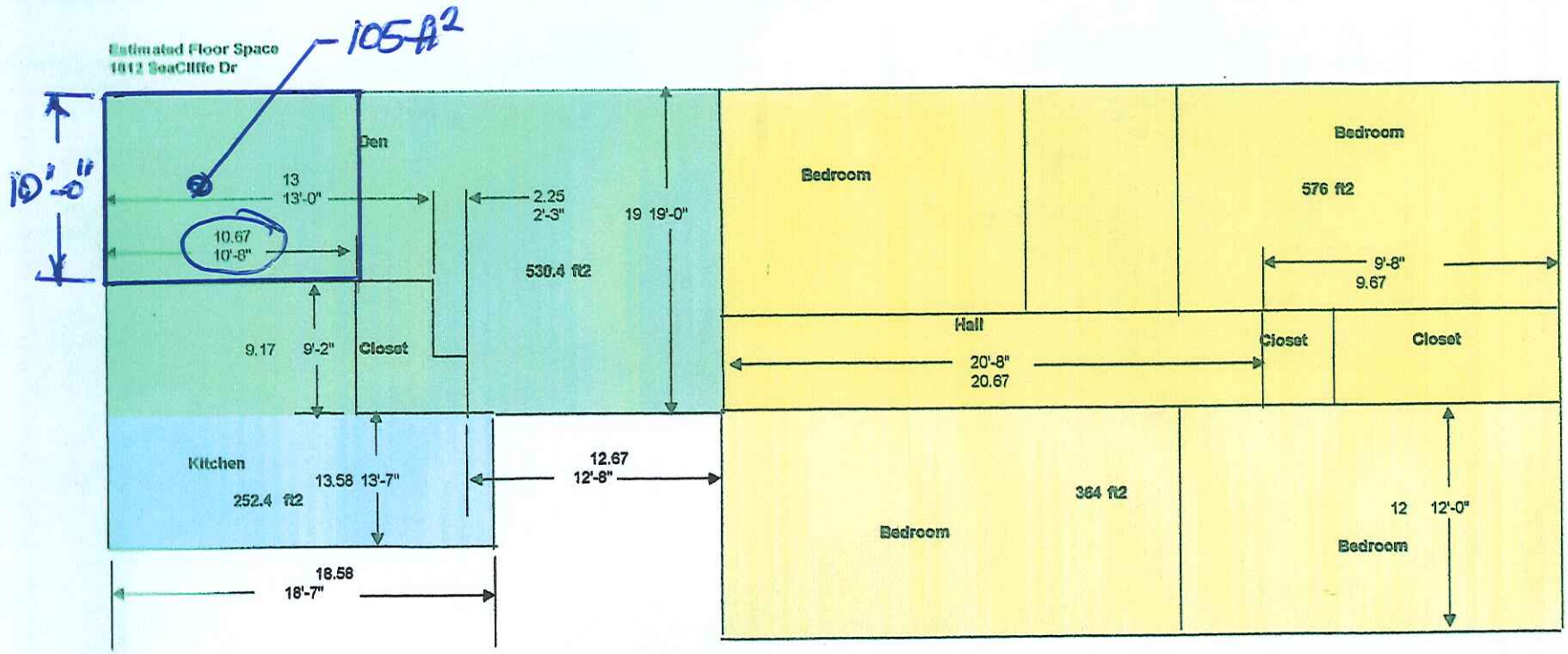
ATTACHMENTS REQUIRED AS APPLICABLE:

X 1. Diagram showing dimensions of home and dimensions of area to be used for home occupation.
X 2. Legal description and street address.
X 3. A detailed project narrative.
_____ 4. Copy of protective covenants or deed restrictions, if any.
_____ 5. Any other information requested by the Economic Development/Planning Director.
_____ 6. Owner's Consent form, if anyone other than 100% sole owner makes application (see attached).

Signature of Applicant: J B Strayham Jr
Date of Application: 3/8/19

FOR OFFICE USE ONLY

Date Received 3/8/19 **Verify as Complete**_____
Fee Amount Received 125.00 CH# 5864
Initials of Employee Receiving Application SMcBay



13.58*18.58	252.42
(13+2.25+12.667)*19	530.42
(20.67+9.67)*19	576.46
(20.67+9.67)*12	364.00
	1,723.30

PL
1812 Seacliffe Dr

N

I, John (Jack) Stoughton Jr is going to have a home office for engineering consulting. There will be no traffic coming to the house and will not effect my neighbors in any way.

John B Stoughton Jr

Exhibit A
Location Map

City Of Gautier
Planning Department

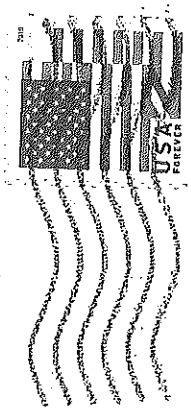
Prepared by the
City of Gautier
Planning Department

Re: GPC # 19-06-140

This is supposed to be a residential neighborhood. More and more there are small businesses that are being crop[illegible] up. It starts off small and grows!

Thank you. I object.

Sylvia Hesse
1808 Seacliffe Dr.
Gautier, MS
39553



GULFPORT MS 395
15 MAR 2006 PM 2 T

Mrs. Sylvia Hesse
1808 Seacliffe Dr.
Gautier, MS 39553

Planning Dept
P.O. Box 670
Gautier, MS
39553

CITY OF GAUTIER
Business Agenda Item #5
Fact Sheet

Council Meeting: April 16, 2019
Title: Approval of Docket of Claims

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

Summary Explanation: Approval of the Docket of Claims.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2019

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 the 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 April 16, 2019.

Docket of Claims
Release date from 04/16/2019 thru 04/16/2019

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	191629	04/16/2019	03/28/2019			714.52	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-631	SOUTH FD 76008001	03222019	03/27/2019		251.76
001-170-631	BACOT PARK 10137	03222019	03/27/2019		314.43
001-201-629	SIGNAL LIGHTS 10138	03222019	03/27/2019		124.83
001-170-631	BACOT SPLASHPAD 10751001	03222019	03/27/2019		23.50

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SECURE NETWORKS LLC	191653	04/16/2019	04/02/2019			2,430.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-698	MAY 2019 NETWORK SERVICES	3733	03/14/2019		2,280.00
001-092-698	SYNCHRONIZED EMAIL	3733	03/14/2019		150.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	LOWES HOME CENTERS INC	191654	04/16/2019	04/02/2019			616.34	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-639	WIRE BRUSH,SPRG LINK(2),CHAIN	912857	02/27/2019		22.25
001-170-559	32CT BOTTLED WATER (4)	901866	02/28/2019		15.12
001-170-559	LOPPER,PRUNNER,GLOVES(2),RAKE	901866	02/28/2019		118.17
001-100-639	MGNM PADLOCK(2),PADLOCK KEY(8)	902656	03/01/2019		54.14
001-170-639	QUICK LINK, SHACKLE W/PIN	909590	03/04/2019		11.37
001-045-559	30-FL OZ GERM-X (2)	901042	03/06/2019		7.56
001-170-577	REPR WATER LEAK: BUDDY DAVIS	909942	03/06/2019		19.21
001-161-559	ROYAL PVC BOARD	902990	03/06/2019		20.59
001-170-634	DRAIN VALVE,TAPE, CRIMP FTG(2)	902082	03/07/2019		26.98
001-170-559	47-PC SCREW DRV,GLOVES,MAGNET	901150	03/12/2019		27.50
001-161-559	OIL(2),BRUSH,DOOR STOP,SHARPIE	901422	03/13/2019		41.13
001-201-559	10LB SCOTTS BERMUDA SEED (2)	911625	03/19/2019		94.98
001-170-559	5GAL MIXING ARM	909360	03/19/2019		7.11
001-170-638	HITCH PIN W/SWIVEL,BALL MOUNT	909360	03/19/2019		53.16
001-170-559	CDT RTN:3/8X12 GALV PIPE (2)	903222	03/20/2019		-11.75
001-201-559	5.6LB WEED PREVENTER (2)	909457	03/20/2019		30.36
001-170-559	3/8X12 GALV PIPE (2)	901670	03/20/2019		11.75
001-170-639	3/8X10 & 1/2X6 CARRIAGE BOLT	903223	03/20/2019		5.23
001-170-639	JC 1/2-IN CHUCK KEY	903242	03/20/2019		5.21
001-045-559	30-FL OZ GERM-X (2)	902522	03/21/2019		7.56
001-201-559	MIRACLE-GRO 4CT LIQUAFEED	909602	03/21/2019		12.81
001-170-639	8-OZ GERMX,PVC ADAPTER & PIPE	911839	03/21/2019		5.51
001-092-635	TOILET SEAT	902632	03/22/2019		30.39

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BELL AUTO PARTS INC	191657	04/16/2019	04/03/2019			745.58	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-639	SPINDLE ASSY: EXMARK	43050	03/19/2019		113.85
001-170-639	SPINDLE SHAFT W/SEAL: EXMARK	43051	03/19/2019		60.05
001-170-639	TIM BRG (2): EXMARK	43051	03/19/2019		27.78
001-170-639	TIM BRG(2),IDLER PUL(2):EXMARK	43052	03/25/2019		94.28
001-170-639	IDLER PUL (2): EXMARK	43054	03/26/2019		81.70
001-170-639	BELT: EXMARK	43055	03/26/2019		78.10
001-170-639	BELT: EXMARK	43056	03/27/2019		115.92
001-170-639	SPINDLE SHAFT #116-3341:EXMARK	43057	03/29/2019		60.05
001-170-639	SPINDLE #116-3344: EXMARK	43058	03/29/2019		113.85

Docket of Claims
Release date from 04/16/2019 thru 04/16/2019

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STEINER SAW & MOWER	191667	04/16/2019	04/03/2019			430.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-639	S/PLUG (6), CARB, FILTER HOSE	430473	03/14/2019		69.00
001-170-639	SPRING, ROLLER: SCAG MOWER	430410	03/25/2019		63.00
001-170-639	GASKET, SEAL: OLD EXMARK	430411	03/25/2019		38.00
001-170-639	S/PLUG (10),WEED EATER HEAD(3)	009511	03/26/2019		125.00
001-170-639	BUMP (6), TOP (3): WEED EATER	430423	03/28/2019		90.00
001-170-639	ROLLER, ROLLER SHAFT: SCAG	430434	03/29/2019		45.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AUTO TRUCK AND TRAILER PARTS INC	191671	04/16/2019	04/03/2019			1,290.58	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-638	SIGHT GLASS (2): ENG 1	273875	03/05/2019		163.64
001-100-570	THERMOSTAT: U #14405	273882	03/06/2019		7.90
001-100-570	BATTERY: U #14404	273933	03/06/2019		90.00
001-100-570	HYPER LUBE (12): POLICE CARS	273985	03/08/2019		146.40
001-161-638	COUPLER (2),HOSE BARB(2): B34	274021	03/11/2019		99.86
001-100-570	INTAKE: U #12798	274081	03/13/2019		199.00
001-100-570	HYPER LUBE (4): POLICE CARS	274088	03/13/2019		48.88
001-100-570	FILTER (2): POLICE CARS	274257	03/21/2019		42.00
001-161-638	STROBE: ENG 1	274316	03/25/2019		122.86
001-100-570	FILTER (2): POLICE CARS	274316	03/25/2019		15.06
001-161-638	STROBE: ENG 1	274317	03/25/2019		122.86
001-161-638	ROTELLA: CMD 33	274407	03/28/2019		75.00
001-161-638	FILTER (3): CMD 33	274406	03/28/2019		133.12
001-100-570	OIL FILTER (12): POLICE CARS	274437	03/29/2019		24.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	O'REILLY AUTO PARTS	191673	04/16/2019	04/03/2019			410.21	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-570	FAN ASSEMBLY: U #14405	1978123903	03/08/2019		170.91
001-161-638	16OZ UNDERCT, TAPE, FREON (2)	1978124472	03/13/2019		21.46
001-100-570	MICRO-V BELT (2): U #12798	1978124627	03/14/2019		68.24
001-161-638	OIL FILTER, AIR FILTER: S48	1978124708	03/15/2019		17.56
001-161-638	MOTOR OIL: 5QT & 1QT (2): S48	1978124708	03/15/2019		20.93
001-205-559	RECIP SB SET & SW BLD(2):SHOP	1978124722	03/15/2019		31.17
001-100-639	HPX WHL LOCK: RADAR SIGN	1978125085	03/18/2019		12.05
001-100-638	14OZ BRAKE CLEAN (12): POLICE	1978125085	03/18/2019		23.88
001-100-570	THRMST, OUTLET SEAL: U #14404	1978125855	03/25/2019		10.72
001-170-639	FOG CAPSULE: GATOR	1978125987	03/26/2019		9.41
001-205-559	14OZ BRAKE CLEAN (12): SHOP	1978125987	03/26/2019		23.88

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DELTA SANITATION OF MS LLC	191676	04/16/2019	04/04/2019			35.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-698	FRAZIER PORT O LET	0001006256	03/31/2019		35.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	TEC	191677	04/16/2019	04/04/2019			124.35	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-605	MONTHLY LONG DISTANCE	960371	04/01/2019		124.35

Docket of Claims
Release date from 04/16/2019 thru 04/16/2019

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CENTERPOINT ENERGY	191678	04/16/2019	04/04/2019			50.19	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-161-630 CENTRAL FIRE STN:2/22-3/25/19			11000885-1	04/01/2019		22.14	
	001-161-630 SOUTH FIRE STN:2/26-3/25/19			11000999-0	04/01/2019		28.05	
001	MALLETTE BROTHERS CONSTRUCTION INC	191682	04/16/2019	04/04/2019			2,289.36	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-201-576 48.37 RAP TN			20305	03/31/2019		1,451.10	
	001-201-576 25.45 A-BASE LIMESTONE TN			20305	03/31/2019		763.50	
	001-201-576 6.23 FILL SAND CY			20305	03/31/2019		74.76	
001	GOVERNMENT BRANDS SHARED SERVICES	191684	04/16/2019	04/05/2019			1,475.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-010-698 APR 2019 COURT SUPPORT			1-44876	04/01/2019		1,475.00	
001	CINTAS CORPORATION NO 2	191685	04/16/2019	04/05/2019			274.72	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-205-535 MAINTENANCE			240566057	03/06/2019		68.68	
	001-205-535 MAINTENANCE			240566952	03/13/2019		68.68	
	001-205-535 MAINTENANCE			240567857	03/20/2019		68.68	
	001-205-535 MAINTENANCE			240568759	03/27/2019		68.68	
001	NATIONWIDE	191687	04/16/2019	04/08/2019			712.03	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-092-625 MAJOR MEDICAL PLAN: CAESAR			C-1556899	03/16/2019		712.03	
001	DIRECTV LLC	191688	04/16/2019	04/08/2019			168.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-161-698 WEST STN: 022727663 (MAY)			04132019	04/14/2019		168.00	
001	FUELMAN	191689	04/16/2019	04/08/2019			3,064.12	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-100-525 UNL FUEL			NP55708566	04/01/2019		2,328.45	
	001-161-525 UNL & DSL FUEL			NP55708566	04/01/2019		576.07	
	001-170-525 DSL FUEL			NP55708566	04/01/2019		94.04	
	001-205-525 UNL FUEL			NP55708566	04/01/2019		65.56	
001	DANTE ELBIN,CUSTODIAN	191695	04/16/2019	04/08/2019			274.65	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-100-559 CERT MAIL CUSH MAILER			09212018	09/21/2018		6.88	
	001-100-559 2 CAR TAGS			10092018	10/09/2018		30.70	
	001-100-559 CAR CHARGE,PENS,TAPE			10152018	10/15/2018		38.49	
	001-100-559 5 RECEIPT BOOKS			11052018	11/05/2018		5.35	
	001-100-559 2 CAR TAGS			11272018	11/27/2018		30.70	
	001-100-559 ROOF MTG ASSY			12122018	12/12/2018		18.00	
	001-100-559 1 TAG EXPLOR/K9			12132018	12/13/2018		13.20	
	001-100-559 1 TAG BLK F150			01072019	01/07/2019		17.20	
	001-100-559 WIRELESS MOUSE,PLANNER			01162019	01/16/2019		43.85	
	001-100-559 POSTAGE:S1SF EVIDENCE			03132019	03/13/2019		10.40	
	001-100-559 POSTAGE:EVIDENCE			04012019	04/01/2019		14.38	

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DANTE ELBIN,CUSTODIAN	191695	04/16/2019	04/08/2019			274.65	(CONTINUED)
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-100-559 3 CID TAGS			04022019	04/02/2019		45.50	
001	BORDIS & DANOS PLLC	191697	04/16/2019	04/08/2019			10,000.00	
	001-060-602 APR 2019 RETAINER			67	04/02/2019		10,000.00	
001	MAGNOLIA AD STUDIO LLC	191698	04/16/2019	04/08/2019			750.00	
	001-021-615 APR 2019 ADVERTISING PKG			1070	04/01/2019		750.00	
001	LOCAL GOVERNMENT SERVICES LLC	191699	04/16/2019	04/08/2019			2,200.00	
	001-021-601 SERVICES:CSPIRE FRANCHISE			1775	03/28/2019		2,200.00	
001	MS DEPT OF FINANCE & ADMIN	191700	04/16/2019	04/08/2019			42,747.25	
	001-000-300 MAR 2019 COURT ASSESSMENTS			03312019	04/01/2019		42,747.25	
001	MS DEPT OF PUBLIC SAFETY	191701	04/16/2019	04/08/2019			2,772.00	
	001-000-300 MAR 2019 SPECIAL ASSESSMENTS			03312019	04/01/2019		2,772.00	
001	MS DEPT OF PUBLIC SAFETY	191702	04/16/2019	04/08/2019			552.00	
	001-000-300 MAR 2019 INTERLOCK FEES			03312019	04/01/2019		552.00	
001	JACKSON COUNTY ADULT DETENTION CENTER	191703	04/16/2019	04/08/2019			8,511.36	
	001-010-696 MAR 2019 ADC CHGS			03312019	04/04/2019		8,505.00	
	001-010-696 PHARMACY CHGS			03312019	04/04/2019		6.36	
001	ACE DATA STORAGE INC	191704	04/16/2019	04/08/2019			105.00	
	001-100-699 MAR 2019 SHREDDING SERVICE			0064685	04/01/2019		105.00	
001	MS MUNICIPAL LEAGUE	191705	04/16/2019	04/08/2019			1,880.00	
	001-001-681 MML CONFERENCE: ANDERSON,R			29426	04/03/2019		235.00	
	001-001-681 MML CONFERENCE: COLLEDGE,A			29426	04/03/2019		235.00	
	001-001-681 MML CONFERENCE: MARTIN, M			29426	04/03/2019		235.00	
	001-001-681 MML CONFERENCE: VAUGHAN, C			29426	04/03/2019		235.00	
	001-001-681 MML CONFERENCE: JACKSON, R			29426	04/03/2019		235.00	
	001-001-681 MML CONFERENCE: TORJUSEN, P			29426	04/03/2019		235.00	
	001-001-681 MML CONFERENCE: GEORGE, C			29426	04/03/2019		235.00	
	001-021-681 MML CONFERENCE: YANCEY, P			29426	04/03/2019		235.00	
001	FUELMAN	191706	04/16/2019	04/08/2019			3,299.97	
	001-090-525 UNL FUEL			NP55824273	04/08/2019		29.06	
	001-100-525 UNL FUEL			NP55824273	04/08/2019		2,559.63	
	001-161-525 UNL & DSL FUEL			NP55824273	04/08/2019		530.18	

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN	191706	04/16/2019	04/08/2019			3,299.97	(CONTINUED)

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-525	UNL FUEL	NP55824273	04/08/2019		105.32
001-205-525	UNL FUEL	NP55824273	04/08/2019		75.78

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount
001	C SPIRE WIRELESS	191707	04/16/2019	04/08/2019			997.85

Account Number	Description	Invoice #	Date	P.O.	Amount
001-021-605	CITY MGR CELL PHONE	0030759348	03/31/2019		50.30
001-022-605	HR CELL PHONE	0030759348	03/31/2019		50.30
001-040-605	ADMIN CELL PHONES	0030759348	03/31/2019		134.79
001-090-605	BLDG-PLNG CELL PHONES	0030759348	03/31/2019		201.20
001-090-698	IPAD SERVICE(3)	0030759348	03/31/2019		102.57
001-094-605	GRANT-PRJ CELL PHONES	0030759348	03/31/2019		100.60
001-161-605	FIRE DEPT CELL PHONES	0030759348	03/31/2019		156.89
001-170-605	RECREATION CELL PHONES	0030759348	03/31/2019		150.90
001-205-605	MAINT CELL PHONES	0030759348	03/31/2019		50.30

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount
001	AT&T GLOBAL NETWORK SERVS LLC	191712	04/16/2019	04/08/2019			229.64

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-699	NCIC EQUIPMENT CHARGES	GF61283	04/01/2019		229.64

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount
001	BLOSSMAN GAS INC	191713	04/16/2019	04/08/2019			412.87

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-630	PROPANE GAS: NORTH STN	6697190	04/03/2019		412.87

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount
001	DPS CRIME LAB	191714	04/16/2019	04/08/2019			300.00

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-699	ANALYTICAL FEES	90078712	04/01/2019		300.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount
001	CABLE ONE INC	191715	04/16/2019	04/08/2019			130.07

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-698	APR 2019: #107571481	03262019	04/01/2019		130.07

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount
001	CABLE ONE INC	191716	04/16/2019	04/08/2019			84.62

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-698	APR 2019: SR BLDG #120793682	03262019	04/01/2019		84.62

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount
001	CHASSITY BILBO, CUSTODIAN	191717	04/16/2019	04/08/2019			156.09

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-638	CARWASH: VAN	10302018	10/30/2018		10.00
001-170-639	DISTILLED WATER	11032018	11/03/2018		3.81
001-170-639	DISTILLED WATER	11032018	11/03/2018		3.81
001-170-513	SANTA CLAUS MOVIE	11262018	11/26/2018		7.62
001-170-511	MASTER KEYS SENIOR CENTER	12132018	12/13/2018		11.24
001-170-559	TAG: NEW VAN	03052019	03/05/2019		12.00
001-170-525	GAS FOR VAN	03202019	03/20/2019		38.00
001-170-639	RUBBER FITTING: WATER TANK	03212019	03/21/2019		9.15
001-170-511	CLEANING SUPPLIES	03262019	03/26/2019		9.20
001-170-511	CADDY,CLOCK,STORAGE BIN	03272019	03/27/2019		44.32
001-170-559	DUPLICATE KEY	03282019	03/28/2019		6.94

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SCOTT ANKERSON, CUSTODIAN	191720	04/16/2019	04/08/2019			59.17	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-559	HAND SANITIZER	12022018	12/02/2018		14.88
001-090-559	WHITE TIRE MARKER	01252019	01/25/2019		2.34
001-090-559	PACKING TAPE	02052019	02/05/2019		5.60
001-090-559	FLOWERS: LARRY MORAN FAMILY	03072019	03/07/2019		32.09
001-090-559	MARKING TAPE	03192019	03/19/2019		4.26

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AIRGAS USA LLC	191735	04/16/2019	04/08/2019			206.53	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-205-588	CYLINDER RENTAL	9960858619	03/31/2019		206.53

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	712500 AUTOZONE, MS #1	191736	04/16/2019	04/09/2019			81.96	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-570	CDT RTN: DUAL FAN ASM: U #33	4907429548	11/14/2018		-125.99
001-100-570	DUAL FAN ASM: U #33	4907429549	11/14/2018		116.99
001-170-638	5W-30 MOTOR OIL(12):REC TRUCKS	4907492321	03/08/2019		45.48
001-170-639	HD 30 SAE MOTOR OIL(12):MOWERS	4907492321	03/08/2019		45.48

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MATTHEW LACHAUSEE	191742	04/16/2019	04/09/2019			315.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-010-602	JUDGE PRO-TEM: 04/08/19	3.5 HRS	04/08/2019		315.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BAYVIEW PET MEDICAL AND DENTAL CENTER	191743	04/16/2019	04/09/2019			327.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-514	WELLNESS EXAM/MEDS: JUSTICE	217143	04/05/2019		327.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BROADCAST MUSIC INC	191744	04/16/2019	04/09/2019			358.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-698	ANNUAL FEE 2427468	34505849	04/02/2019		358.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CREDIT CARD CENTER	191745	04/16/2019	04/09/2019			2,924.09	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-001-509	HOTEL RM (3):GMYC LSHIP SUMMIT	03012019	03/03/2019		356.43
001-001-509	VAN RENTAL: GMYC LSHIP SUMMIT	03012019	03/04/2019		126.00
001-021-681	HOTEL-P3 CONF: YANCEY,P	03072019	03/08/2019		852.92
001-021-681	PER DIEM-P3 CONF: YANCEY,P	03072019	03/08/2019		54.21
001-100-559	COFFEE BREWER	03192019	03/19/2019		159.43
001-092-625	MAJOR MEDICAL PLAN: TESS	03192019	03/19/2019		503.61
001-090-682	ASFPM DUES: MORGAN, R	03202019	03/20/2019		160.00
001-090-682	ASFPM DUES: ANKERSON, S	03202019	03/20/2019		160.00
001-161-681	FIRE SERV INST TEXTBOOK (6)	03252019	03/25/2019		551.49

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CINDY RUSSELL,CUSTODIAN	191749	04/16/2019	04/09/2019			102.20	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-040-559	TAGS PUBLIC WORKS VEHICLES	10312018	10/31/2018		36.00
001-040-559	TAGS GRANTS F250 TRUCK	11092018	11/09/2018		12.00
001-040-559	TAGS F350&INTL	11142018	11/14/2018		24.00
001-040-559	TITLE F350	11142018	11/14/2018		10.00
001-040-559	TITLE INTL	11142018	11/14/2018		10.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CINDY RUSSELL,CUSTODIAN	191749	04/16/2019	04/09/2019			102.20	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-559	KEYS UTILITY DEPT		04072019	02/07/2019		5.09	
	001-040-559	KEY KEEPER		03192019	03/19/2019		2.97	
	001-040-559	RIBBON		04022019	04/02/2019		2.14	
001	TRIDENT INSURANCE SERVICES	191751	04/16/2019	04/09/2019			2,372.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-625	DEDUCTIBLE: KNOX CLAIM		97060	02/13/2019		2,372.00	
001	LORI M MIGUES CSR	191752	04/16/2019	04/10/2019			100.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	SERVICES: MUNI COURT 4/18/19		04102019	04/10/2019		100.00	
001	TEAM ONE COMMUNICATIONS INC	191753	04/16/2019	04/10/2019			438.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	BATT IMPRES LIION 2350T (4)		9020017061	04/08/2019	190612	432.00	
	001-100-559	SHIPPING		9020017061	04/08/2019	190612	6.95	
001	ACTION PRINTING CENTER INC	191755	04/16/2019	04/10/2019			321.58	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-620	SHOW CAUSE CITATION (1500)		96408	03/13/2019	190502	321.58	
001	MS FIRE ACADEMY	191756	04/16/2019	04/10/2019			444.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	FIRE OFCR 3RD ED BOOK (6)		27077	04/10/2019	190576	444.00	
001	BELL AUTO PARTS INC	191757	04/16/2019	04/10/2019			576.17	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	12 VOLT PUMP MOTOR: ENG 3		43067	04/02/2019	190611	169.00	
	001-170-639	CAPACITOR: GENERATOR 6		43073	04/05/2019	190634	159.85	
	001-170-639	SWITCH: GENERATOR 6		43073	04/05/2019	190634	65.60	
	001-170-639	CIRCUIT BREAKER: GENERATOR 6		43073	04/05/2019	190634	181.72	
001	GULF COAST BUSINESS SUPPLY CO	191759	04/16/2019	04/10/2019			336.18	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-510	DAWN 38OZ (4)		18567	04/01/2019	190594	19.00	
	001-161-510	PINE CLEANER (4)		18567	04/01/2019	190594	22.08	
	001-161-510	6/CT 1GAL BLEACH		18567	04/01/2019	190594	15.99	
	001-161-510	96/CT TISSUE		18567	04/01/2019	190594	32.99	
	001-161-510	COMET CLEANSER (4)		18567	04/01/2019	190594	6.88	
	001-161-510	LYSOL DISINFECTANT (4)		18567	04/01/2019	190594	9.36	
	001-161-510	WINDEX 32OZ (4)		18567	04/01/2019	190594	15.80	
	001-161-510	16/PK BMF TOWEL (4)		18567	04/01/2019	190594	76.04	
	001-161-510	12/CT 409 SPRAY CLEANER		18567	04/01/2019	190594	38.84	
	001-161-510	YELLOW/GREEN SCRUB PAD (4)		18567	04/01/2019	190594	3.40	
	001-161-510	100/CS 43X47 CAN LINER (4)		18567	04/01/2019	190594	95.80	
001	SOUTHERN GUNS & AMMO	191761	04/16/2019	04/10/2019			300.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	SPEER 9MM AMMO: 1000 RNDS		3845	04/09/2019	190658	300.00	

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001	ANIMAL CARE EQUIPMENT &	191762	04/16/2019	04/10/2019			37.30	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-090-689 PNEU-DART 1CC 3/4 5PK (2)			70452	03/26/2019	190577	28.90	
	001-090-689 SHIPPING			70452	03/26/2019	190577	8.40	
001	HAYGOODS INDUSTRIAL ENGRAVERS INC	191763	04/16/2019	04/10/2019			12.50	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-513 5X7 PLAQUE: EARTH DAY CONTEST			28540	03/29/2019	190592	12.50	
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	191766	04/16/2019	04/10/2019			376.22	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-090-500 HP 952XL/952XL CMY 4PK			3408923013	03/26/2019	190578	108.96	
	001-040-500 BROTHER TN221M MAGENTA TONER			3409077025	03/28/2019	190585	54.48	
	001-040-500 BROTHER TN221C CYAN TONER			3409077025	03/28/2019	190585	54.48	
	001-040-500 LEXMARK 501H BLACK TONER			3409077025	03/28/2019	190585	149.61	
	001-040-500 PACKAGING TAPE 6PK			3409077025	03/28/2019	190585	8.69	
001	CITY ELECTRIC SUPPLY CO	191767	04/16/2019	04/10/2019			66.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-201-637 RTV SILICONE CLEAR LENS (3)			WB1/061826	03/29/2019	190587	66.00	
001	MINGLEDORFFS INC	191768	04/16/2019	04/10/2019			13.14	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-635 THRMST GUARD 8X5 9/16 IN			8129143-00	04/01/2019	190553	13.14	
001	ENGEL ELECTRIC LLC	191769	04/16/2019	04/10/2019			300.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-201-637 REPL ST LIGHT LENS (5 HRS)			1420	04/04/2019	190589	300.00	
001	ELEKTRA TECH ENTERTAINMENT	191770	04/16/2019	04/10/2019			699.99	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-513 FM TRANSMITTER			169	04/07/2019	190580	599.99	
	001-170-513 SET UP LABOR			169	04/07/2019	190580	100.00	
001	SOUTHERN TIRE MART LLC DEPT 143	191771	04/16/2019	04/10/2019			70.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-638 TIRE REPAIR LF: CMD 33			2500007124	04/09/2019	190654	70.00	
001	VIRTUAL DOXX CORPORATION	191772	04/16/2019	04/10/2019			18,360.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-597 SRV LICENSE LOCAL/CLOUD BASE			18-0130	04/03/2019	181146	4,500.00	
	001-100-597 SOFTWARE USER LICENSES (3)			18-0130	04/03/2019	181146	450.00	
	001-100-597 PROFESSIONAL SERVICES			18-0130	04/03/2019	181146	1,200.00	
	001-100-597 VDH ELECTRONIC SIGNATURE PAD			18-0130	04/03/2019	181146	450.00	
	001-100-597 USB RFID READER			D8-0130	04/03/2019	181146	550.00	
	001-100-597 PORTABLE RFID READER			18-0130	04/03/2019	181146	3,550.00	
	001-100-597 RFID DETECTION ZONE HARDWARE			18-0130	04/03/2019	181146	3,600.00	
	001-100-597 SELF ADHESIVE RFID LABELS			18-0130	04/03/2019	181146	1,500.00	
	001-100-597 IMP & ANNUAL MAINT/SUPPORT			18-0130	04/03/2019	181146	2,560.00	

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001	K AND K JANITORIAL SERVICE	191773	04/16/2019	04/10/2019			300.00	
	Account Number: 001-161-635	Description: STRIP & WAX STATION FLOORS (3)		Invoice #: 3135	Date: 04/06/2019	P.O.: 190593	Amount: 300.00	
001	GOLDLINE TRAINING	191775	04/16/2019	04/10/2019			395.00	
	Account Number: 001-100-681	Description: IAED BASIC COM CRS: POWELL, S		Invoice #: #22292	Date: 04/09/2019	P.O.: 190648	Amount: 395.00	
001	SBM REPORTING LLC	191778	04/16/2019	04/11/2019			175.00	
	Account Number: 001-090-698	Description: 4/04/19 PLANNING MTG		Invoice #: MB980	Date: 04/11/2019	P.O.:	Amount: 175.00	

FUND TOTAL 1 Claims to Checks 62 Total 120,301.35 Manual Held Total 120,301.35

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Release date from 04/16/2019 thru 04/16/2019

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
157	CREDIT CARD CENTER	191746	04/16/2019	04/09/2019			299.97	

Account Number	Description	Invoice #	Date	P.O.	Amount
157-100-799	32" HD 720P TELEVISION (3)	02282019	03/01/2019		299.97

FUND TOTAL 157 Claims to Checks 1 Total 299.97 Manual Held Total 299.97

Docket of Claims
Release date from 04/16/2019 thru 04/16/2019

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
171	COASTAL DEVELOPMENT AND CONSTRUCTION	191692	04/16/2019	04/08/2019			88,442.15	

Account Number	Description	Invoice #	Date	P.O.	Amount
171-176-721	WELCOME CENTER PH II	002	04/01/2019		88,442.15

FUND TOTAL 171 Claims to Checks 1 Total 88,442.15 Manual Held Total 88,442.15

Docket of Claims
Release date from 04/16/2019 thru 04/16/2019

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY	191633	04/16/2019	03/29/2019			11,943.56	

Account Number	Description	Invoice #	Date	P.O.	Amount
172-350-650	LIBRARY SUPPORT	MAR 2019	03/26/2019		11,943.56

FUND TOTAL 172 Claims to Checks 1 Total 11,943.56 Manual Held Total 11,943.56

Docket of Claims
Release date from 04/16/2019 thru 04/16/2019

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	SINGING RIVER ELECTRIC COOPERATIVE	191630	04/16/2019	03/28/2019			2,031.33	

Account Number	Description	Invoice #	Date	P.O.	Amount
176-170-631	PARK FACILITIES 76854002	03222019	03/27/2019		1,983.17
176-170-631	HOUSE 76855002	03222019	03/27/2019		48.16

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	LOWES HOME CENTERS INC	191655	04/16/2019	04/02/2019			612.22	

Account Number	Description	Invoice #	Date	P.O.	Amount
176-170-586	20IN FAUCET SUPPLY LINE	901697	03/05/2019		5.95
176-170-586	14OZ WHITE FLEX SEAL	901725	03/05/2019		12.34
176-170-586	CAMPSITE REPR: LOT 23	901406	03/13/2019		11.49
176-170-559	ORTHENE 12OZ FIRE ANT KILL (4)	902842	03/15/2019		39.48
176-170-559	WOOD CRIMPER,CUTTER,MULTIMETER	902842	03/15/2019		59.36
176-170-635	TREATED DECK BOARD (5)	901679	03/20/2019		55.45
176-170-635	5/4-6-8 STD DECK BOARD (28)	901679	03/20/2019		119.00
176-170-635	5LB BX EXT DECK SCREWS (2)	901679	03/20/2019		57.15
176-170-635	2PC SCREWDRIVER BIT (2)	901679	03/20/2019		5.68
176-170-635	#2 PRIME TREATED LUMBER (3)	901897	03/21/2019		74.61
176-170-586	CAMPSITE REPR: LOT 2	902505	03/21/2019		11.16
176-170-702	BOLENS 125CC 20IN LAWN MOWER	902626	03/22/2019		160.55

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	BELL AUTO PARTS INC	191658	04/16/2019	04/03/2019			674.80	

Account Number	Description	Invoice #	Date	P.O.	Amount
176-170-639	LED BAR LIGHT: EXMARK	43010	03/11/2019		98.55
176-170-639	HYFLO 12VOLT PUMP: SM SPRAYER	43011	03/13/2019		99.93
176-170-639	F/PUMP,BATT CABLE(2): E/RANGER	43012	03/13/2019		31.39
176-170-639	SPDLE BLADE ADAPT (6): EXMARKS	43047	03/18/2019		89.40
176-170-639	SPDLE BLADE ADAPT (6): EXMARKS	43049	03/25/2019		89.40
176-170-639	5GAL HYD FLUID (2): PW13	43059	03/27/2019		99.00
176-170-639	5GAL HYD FLUID (2): EQUIPMENT	43060	03/28/2019		99.00
176-170-639	BELT: EXMARK	43062	03/29/2019		68.13

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AUTO TRUCK AND TRAILER PARTS INC	191672	04/16/2019	04/03/2019			80.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
176-170-639	15X5.5 WHEEL: BIG TEX TRAILER	274375	03/27/2019		80.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	O'REILLY AUTO PARTS	191674	04/16/2019	04/03/2019			56.84	

Account Number	Description	Invoice #	Date	P.O.	Amount
176-170-639	THREAD KIT, DRILL BIT	1978125909	03/25/2019		32.98
176-170-639	HEADLIGHT RET RING (2): PW13	1978125909	03/25/2019		23.86

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	FUELMAN	191708	04/16/2019	04/08/2019			66.49	

Account Number	Description	Invoice #	Date	P.O.	Amount
176-170-525	UNL & DSL FUEL	NP55824273	04/08/2019		66.49

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	C SPIRE WIRELESS	191710	04/16/2019	04/08/2019			50.30	

Account Number	Description	Invoice #	Date	P.O.	Amount
176-170-605	CELL PHONE	0030759348	03/31/2019		50.30

Docket of Claims
Release date from 04/16/2019 thru 04/16/2019

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	REYNOLDS WHOLESALE CO	191754	04/16/2019	04/10/2019			51.35	

Account Number	Description	Invoice #	Date	P.O.	Amount
176-170-559	SINGLE 9" JUMBO JR DISP	62847	04/02/2019	190614	22.95
176-170-559	DOUBLE 9" JUMBO JR DISP	62847	04/02/2019	190614	28.40

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	BELL AUTO PARTS INC	191758	04/16/2019	04/10/2019			285.80	

Account Number	Description	Invoice #	Date	P.O.	Amount
176-170-639	STARTER: BACKHOE	43072	04/05/2019	190633	285.80

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	GULF SALES AND SUPPLY INC	191760	04/16/2019	04/10/2019			56.70	

Account Number	Description	Invoice #	Date	P.O.	Amount
176-170-559	PADLOCK KEYED ALIKE (3): SSP	484258	03/29/2019	190588	56.70

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	SUNSOUTH LLC	191774	04/16/2019	04/10/2019			136.40	

Account Number	Description	Invoice #	Date	P.O.	Amount
176-170-702	AUDIBLE WARNING ALARM	3229122	04/05/2019	190561	136.40

FUND TOTAL 176 Claims to Checks 11 Total 4,102.23 Manual Held Total 4,102.23

Docket of Claims
Release date from 04/16/2019 thru 04/16/2019

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
250	FIRST NATIONAL BANK TRUST DEPT	191691	04/16/2019	04/08/2019			274,963.54	

Account Number	Description	Invoice #	Date	P.O.	Amount
250-680-801	PRN PMT: S2018 REV BOND	05012019	03/15/2019		135,000.00
250-680-811	INT PMT: S2018 REV BOND	05012019	03/15/2019		139,963.54

FUND TOTAL 250 Claims to Checks 1 Total 274,963.54 Manual Held Total 274,963.54

Docket of Claims
Release date from 04/16/2019 thru 04/16/2019

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
353	SEYMOUR ENGINEERING PLLC	191693	04/16/2019	04/08/2019			8,748.21	

Account Number	Description	Invoice #	Date	P.O.	Amount
353-722-603	PRELIM & DESIGN ENGINEERING	6989	04/04/2019		8,748.21

FUND TOTAL 353 Claims to Checks 1 Total 8,748.21 Manual Held Total 8,748.21

Docket of Claims
Release date from 04/16/2019 thru 04/16/2019

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER ELECTRIC COOPERATIVE	191631	04/16/2019	03/28/2019			3,599.05	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-631	LIFT STNS 17875	03222019	03/27/2019		219.61
400-651-631	LIFT STNS 17883	03222019	03/27/2019		1,704.30
400-651-631	LIFT STNS 17884	03222019	03/27/2019		1,675.14

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CITY OF GAUTIER	191652	04/16/2019	04/01/2019			320,911.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-900-985	BUDGETED TRANSFER	03312019	03/31/2019		320,911.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CLEARWATER SOLUTIONS LLC	191668	04/16/2019	04/03/2019			170,690.75	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-672	MAR 2019 OPERATION FEE	GAUTIER076	04/01/2019		170,690.75

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	JACKSON COUNTY UTILITY AUTHORITY	191669	04/16/2019	04/03/2019			180,418.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-668	APR 2019 TREATMENT CHGS	330	04/01/2019		181,416.00
400-651-668	FY 2018 ACTUAL FLOW ADJ	330	04/01/2019		-998.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	IRBY'S ANSWERING SERVICE	191670	04/16/2019	04/03/2019			414.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-698	BASE RATE : 3/20 - 4/6/19	277-032019	03/20/2019		414.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	MALLETTE BROTHERS CONSTRUCTION INC	191683	04/16/2019	04/04/2019			573.06	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-585	16.31 RAP TN	20305	03/31/2019		489.30
400-651-585	6.98 FILL SAND CY	20305	03/31/2019		83.76

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	FUELMAN	191690	04/16/2019	04/08/2019			187.34	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-525	UNL FUEL	NP55708566	04/01/2019		187.34

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	COGENT STRATEGIES LLC	191696	04/16/2019	04/08/2019			7,717.27	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-601	PROFESSIONAL FEES	1484	04/08/2019		7,500.00
400-650-601	TAXI CABS/UBERS-LOCAL	1484	04/08/2019		217.27

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	FUELMAN	191709	04/16/2019	04/08/2019			118.65	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-525	UNL FUEL	NP55824273	04/08/2019		118.65

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	WASTE MANAGEMENT OF MS-GLF COAST INC	191711	04/16/2019	04/08/2019			672.99	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-698	ROLL - OFF TIMBERLANE	6884704768	04/01/2019		672.99

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SOUTHERN LINC	191747	04/16/2019	04/09/2019			90.64	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-698	APR 2019 SERV CHGS	10580917	04/01/2019		80.00
400-650-698	TAXES/FEES	10580917	04/01/2019		10.64

Docket of Claims
Release date from 04/16/2019 thru 04/16/2019

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	MISSION COMMUNICATIONS LLC	191748	04/16/2019	04/09/2019			12,582.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-698	RENEWAL: DARTMOUTH LS	1027940	04/03/2019		563.40
400-651-698	RENEWAL: JOHNSTON LS	1027940	04/03/2019		563.40
400-651-698	RENEWAL: BUCKS RD LS	1027940	04/03/2019		563.40
400-651-698	RENEWAL: GRAVELINE LS	1027940	04/03/2019		563.40
400-651-698	RENEWAL: WESTGATE LS	1027940	04/03/2019		347.40
400-651-698	RENEWAL: OST (CSX) LS	1027940	04/03/2019		347.40
400-651-698	RENEWAL: BROWN RD LS	1027940	04/03/2019		347.40
400-651-698	RENEWAL: ROBINSON STILL LS	1027940	04/03/2019		347.40
400-651-698	RENEWAL: #26 OST LS	1027940	04/03/2019		563.40
400-651-698	RENEWAL: #14 LS	1027940	04/03/2019		563.40
400-651-698	RENEWAL: M BLUFF LS	1027940	04/03/2019		563.40
400-651-698	RENEWAL: STANFIELD LS	1027940	04/03/2019		347.40
400-651-698	RENEWAL: KINGFISHER LS	1027940	04/03/2019		347.40
400-651-698	RENEWAL: ENARCH LS	1027940	04/03/2019		347.40
400-651-698	RENEWAL: HASTINGS LS	1027940	04/03/2019		347.40
400-651-698	RENEWAL: FARRIGUT LAKE LS	1027940	04/03/2019		347.40
400-651-698	RENEWAL: LARK LS	1027940	04/03/2019		347.40
400-651-698	RENEWAL: SINGING PINE LS	1027940	04/03/2019		347.40
400-651-698	RENEWAL: FISH HAWK LS	1027940	04/03/2019		347.40
400-651-698	RENEWAL: HOME OF GRACE LS	1027940	04/03/2019		347.40
400-651-698	RENEWAL: WHITEWOOD LS	1027940	04/03/2019		347.40
400-651-698	RENEWAL: GREYCLIFFE LS	1027940	04/03/2019		563.40
400-651-698	RENEWAL: SPANISH OAK LS	1027940	04/03/2019		347.40
400-651-698	RENEWAL: KINGSLEA LS	1027940	04/03/2019		347.40
400-651-698	RENEWAL: MAGNOLIA BLUFF LS	1027940	04/03/2019		347.40
400-651-698	RENEWAL: COTTITA LS	1027940	04/03/2019		563.40
400-651-698	RENEWAL: BROOKSIDE LS	1027940	04/03/2019		347.40
400-651-698	RENEWAL: FAIRWAY LS	1027940	04/03/2019		563.40
400-651-698	RENEWAL: TIMBER LANE LS	1027940	04/03/2019		347.40
400-651-698	RENEWAL: MEADOWDALE LS	1027940	04/03/2019		347.40

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CONSOLIDATED PIPE & SUPPLY	191764	04/16/2019	04/10/2019			6,405.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-581	9OZ HYDRA-EZE CMPD (12)	3790564000	03/20/2019	190505	174.00
400-651-581	10.5OZ HYD OIL (12)	3790564000	03/20/2019	190505	150.00
400-651-581	#4 BARREL LOCKS (99)	3790730000	03/19/2019	190353	420.75
400-651-581	#4 BARREL LOCK	3790730010	03/20/2019	190353	4.25
400-651-581	CDT RTN:#4 BARREL LOCKS (100)	3780797001	06/14/2018	190353	-299.00
400-651-581	KUPFERLE AUTO FLUSH DEVICE (3)	3790825000	04/04/2019	190562	5,955.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	M T DEASON COMPANY INC	191765	04/16/2019	04/10/2019			533.76	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-581	#4 LOCKS W/CAP (100)	80173	04/08/2019	190637	450.00
400-651-581	#4 LOCK KEY (5)	80173	04/08/2019	190637	74.75
400-651-581	FREIGHT	80173	04/08/2019	190637	9.01

Docket of Claims
Release date from 04/16/2019 thru 04/16/2019

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	J H WRIGHT & ASSOCIATES INC	191776	04/16/2019	04/10/2019			1,995.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-584	PC3000X LS CONTROLLER (2)	414363	04/05/2019	190591	1,950.00
400-651-584	SHIPPING: SPARES	414363	04/05/2019	190591	45.00

FUND TOTAL 400 Claims to Checks 15 Total 706,908.51 Manual Held Total 706,908.51

Docket of Claims
Release date from 04/16/2019 thru 04/16/2019

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	DELTA SANITATION OF MS LLC	191675	04/16/2019	04/04/2019			105,002.37	

Account Number	Description	Invoice #	Date	P.O.	Amount
404-677-693	MAR 2019 RES GARBAGE (6239)	0001006182	03/31/2019		105,002.37

FUND TOTAL 404 Claims to Checks 1 Total 105,002.37 Manual Held Total 105,002.37

Docket of Claims
Release date from 04/16/2019 thru 04/16/2019

SUMMARY OF ALL FUNDS

FUND 1	Claims	to	Checks	62	Total	120,301.35	Manual	Held	Total	120,301.35
FUND 157	Claims	to	Checks	1	Total	299.97	Manual	Held	Total	299.97
FUND 171	Claims	to	Checks	1	Total	88,442.15	Manual	Held	Total	88,442.15
FUND 172	Claims	to	Checks	1	Total	11,943.56	Manual	Held	Total	11,943.56
FUND 176	Claims	to	Checks	11	Total	4,102.23	Manual	Held	Total	4,102.23
FUND 250	Claims	to	Checks	1	Total	274,963.54	Manual	Held	Total	274,963.54
FUND 353	Claims	to	Checks	1	Total	8,748.21	Manual	Held	Total	8,748.21
FUND 400	Claims	to	Checks	15	Total	706,908.51	Manual	Held	Total	706,908.51
FUND 404	Claims	to	Checks	1	Total	105,002.37	Manual	Held	Total	105,002.37
Total for all Funds			Checks	94	Total	1,320,711.89	Manual	Held	Total	1,320,711.89

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting:	**April 16, 2019**
Title:	**Approval of a Shepard State Park Mobile Home Lease Agreement between the City of Gautier and Jonathan Haney**
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 Jonathan Haney.

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 000-2019

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 Jonathan Haney 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 April 16, 2019.

CITY OF GAUTIER
MEMORANDUM

To:	Paula Yancey, City Manager
From:	Chassity Bilbo, Recreation Director
Date:	3/26/2019
Subject:	Consideration of a Lease Agreement for the Shepard State Park Mobile Home – Jonathan Haney

---

REQUEST:

The Parks & Recreation Department would like to proceed with execution of a lease agreement between the City of Gautier and Jonathan Haney to reside in the Shepard State Park Mobile Home. Jonathan Haney 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 enter into a new agreement due to the termination of a lease agreement with the prior park ranger. 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 4.2.19

Updated: 12-12-2017

REAL ESTATE LEASE
SHEPARD STATE PARK MOBILE HOME

This Lease Agreement, entered into and effective this the _____ day of _____, 2019 (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
- Empting 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 untenantable. 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 #2
Fact Sheet

Council Meeting: April 16, 2019
Title: Approval of minutes from Regular Council Meeting held April 2, 2019.

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

Summary Explanation: Approval of minutes from Regular Council Meeting held April 2, 2019.

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 000-2019

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 March 5, 2019 and Recessed Council Meeting held April 2, 2019 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 April 16, 2019.

Tuesday
April 2, 2019
Gautier, Mississippi

BE IT REMEMBERED THAT A REGULAR MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held April 2, 2019 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, Richard Jackson, Casey Vaughan, Rusty Anderson, and Adam Colledge. Also present were Paula Yancey, City Manager; Cindy Russell, City Clerk; Josh Danos, City Attorney and other concerned citizens. Absent was Councilman Cameron George.

AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
April 2, 2019 @ 6:30 PM

I. Call to Order

1. **Prayer**

2. **Pledge of Allegiance**

II. Agenda Order Approval

III. Announcements

1. **Jackson County Household Hazardous Waste Collection Day is Saturday, April 13, 2019 from 8 A.M. - 12 P.M. at Singing River Mall Parking Lot.**

2. **8th Annual Easter Egg Hunt & Outdoor Movie Night is Saturday, April 13, 2019 6:00 PM at Shepard State Park.**

3. **Earth Day Celebration is Saturday, April 13, 2019 at George Martin City Park from 10:00 A.M. - 12:00 P.M.**

4. **3rd Annual Paint the Town Plein Air Art Competition is April 27, 2019 at Gautier City Hall from 9 A.M. - 4 P.M.**

IV. Presentation Agenda

1. **Recognition of Saul Montoya as the winner of the Pascagoula-Gautier School District 1st Graders Earth Day Coloring Contest**

2. **Safe Digging Proclamation**

V. Business Agenda

1. **Approval of Docket of Claims**

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

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

1. **Authorization to declare Friday, April 19, 2019 Good Friday as a legal holiday for the City of Gautier**

2. **Authorization to remove Police Department vehicle from inventory, insurance and authorize vehicle to be used as parts.**

3. **Authorization to remove a Dell Monitor, RCA Television, Bunn Coffee Maker, and an American Aluminum police K9 kennel from the Police Department inventory and declare surplus.**

4. **Authorization to terminate a lease agreement between the City of Gautier and David Longstreet for the Shepard State Park Mobile Home Lease.**

5. **Authorization to Advertise for Bid for the NRCS Drainage Grant Project (2018 Round of Funding)**

6. **Approval of minutes from Recessed Council Meeting held March 19, 2019.**

VII. STUDY AGENDA

1. **Discuss Citizen Comments**

2. **Discuss Council Comments**

3. **Discuss City Manager Comments**

4. **Discuss City Clerk Comments**

5. **Discuss City Attorney Comments**

Recess until April 19, 2019 at 6:30 PM
www.gautier-ms.gov

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

Councilman Vaughan made the motion to approve the Agenda Order with the following revisons:

1. Add Business Agenda Item #2- Authorization to approve Change Order No. 7 on the Shepard State Park Log Cabin, Phase II

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

Announcements

1. Jackson County Household Hazardous Waste Collection Day is Saturday, April 13, 2019 from 8 A.M. - 12 P.M. at Singing River Mall Parking Lot.

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Presentation

1. Recognition of Saul Montoya as the winner of Pascagoula-Gautier School District 1st Graders Earth Day Coloring Contest

2. Safe Digging Proclamation

JACKSON COUNTY HOUSEHOLD HAZARDOUS WASTE COLLECTION DAY

ACCEPTABLE ITEMS

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

A One Day **FREE**

Proper Disposal Turn-in Event

DO NOT BRING

Explosive Materials, Radioactive Materials, PCB's, Medical Waste, Syringes, Compressed Cylinders, Electronic Waste
****NO CONTRACTORS NO WASTE FROM BUSINESSES****

SATURDAY
APRIL 13, 2019
8 A.M. - 12 NOON
SINGING RIVER MALL PARKING LOT
HWY 90, GAUTIER

Put Toxic Waste In Its Place

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

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

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

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

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

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

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

City of Gautier
8th Annual
EASTER EGG HUNT

SATURDAY, APRIL 13TH @ SHEPARD STATE PARK

6:00 P.M. Followed by Free Outdoor Movie ~The Dog Who Saved Easter~

Ages 1-10

Free pictures w/ Easter Bunny, hay ride along the Bunny Trail, face painting, and prizes!

City of Gautier

EARTH DAY CELEBRATION!

LIKE US ON facebook

Gautier Cultural Services
The City of Gautier

Jackson County Animal Shelter
Make the day brighter for all of Earth's animals!
Adopt Today!

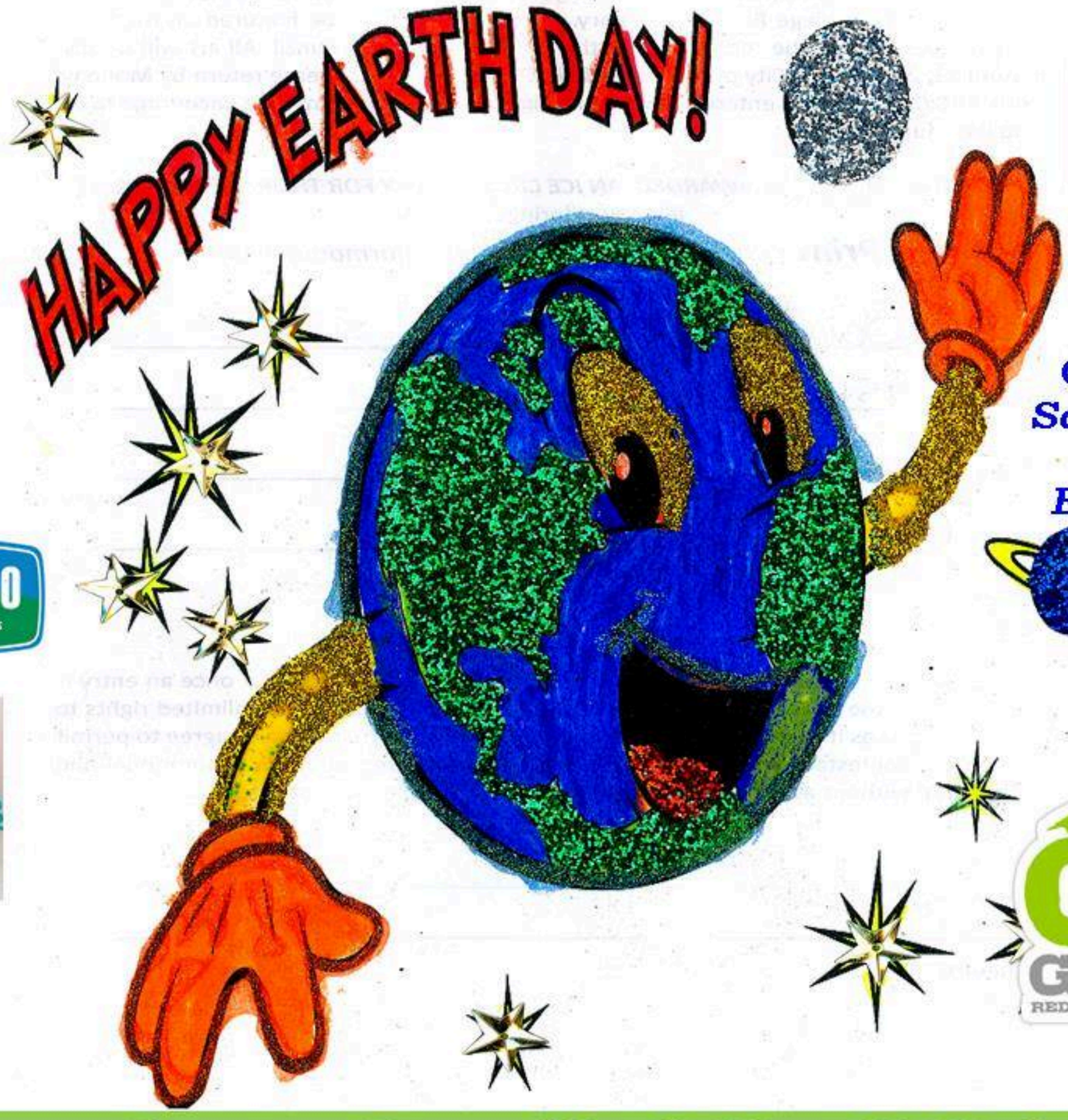
Sponsored By

GAUTIER MISSISSIPPI Nature's Playground

WASTE PRO Caring For Our Communities

ECO-TOURS OF SOUTH MISSISSIPPI GAUTIER, MS

LOWE'S



TINY TAILS PETTING ZOO

Art Work Created By Saul Montoya Gautier Elementary

GO GREEN REDUCE-REUSE-RECYCLE

Saturday, April 13, 2019

George Martin City Park

10:00 am - 12:00 pm

FARMERS MARKET. ECO TOURS . VENDORS . CHILDREN ACTIVITIES .
TINY TAILS PETTING ZOO

GAUTIER
MISSISSIPPI
Nature's Playground

City of Gautier's 3rd Annual

PAINT theTOWN

Plein Air Art Competition

April 27th 9am-4pm

&

Nature Photography Workshop

April 27th 9am-2pm

By: Robert Smith, Wildlife Mississippi

April 26th

Plein Air Work Shop By:

Jerrod Partridge (limited spaces available)

9 am - 4 pm *(Gautier Senior Center)*

APRIL 27TH
REGISTRATION:
9:00 A.M.—10: 00 A.M.

LOCATION:
GAUTIER CITY HALL

$250.00 CASH PRIZE
ADULT DIVISION

$100.00 CASH PRIZE
YOUTH DIVISION

PHOTOGRAPHY
1ST PLACE
$100.00
WALMARTGIFT CARD

REGISTRATION FEE:
PLEIN AIR WORKSHOP
$50.00
PLEIN AIR COMPETION
$25.00
NATURE PHOTOGRAPHY
$35.00

ART WILL BE JURIED

PHOTOS WILL BE JUDGED

Suggested Painting Locations

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

For more information
Contact the Recreation Dept.
228-497-8000 ext. 317

Wildlife Mississippi

Plein Air Art Competition & Nature Photography
Capture the beauty of the City of Gautier!

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

CITY OF GAUTIER
PROCLAMATION

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

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

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

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

NOW, THEREFORE, I, Phil Torjusen, Mayor of the City of Gautier, Mississippi do hereby proclaim April 2019 as

SAFE DIGGING MONTH

in the City of Gautier, Mississippi and encourage excavators and homeowners throughout the city to always call 811 before digging. Safe Digging is no accident.

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

DONE in the City of Gautier, Mississippi on the 2nd day of April 2019.

CITY OF GAUTIER
MISSISSIPPI

Phil Torjusen
Mayor of Gautier, Mississippi

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 Jackson 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 061-2019

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 the 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 Jackson** and the following vote was recorded:

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

NAYS: **None**

ABSENT: **Cameron George**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 2, 2019.

Docket of Claims
Release date from 03/19/2019 thru 03/19/2019

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SECURE NETWORKS LLC	191348	03/19/2019	03/04/2019			2,430.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-092-698 APR 2019 NETWORK SERVICES 3711 02/14/2019							2,280.00
	001-092-698 SYNCHRONIZED EMAIL 3711 02/14/2019							150.00
001	TEC	191349	03/19/2019	03/04/2019			103.44	
	001-092-605 MONTHLY LONG DISTANCE 957715 03/01/2019							103.44
001	O'REILLY AUTO PARTS	191350	03/19/2019	03/04/2019			881.11	
	001-100-570 COP BOOT, 1OZ ANTI-SEIZE 1978120019 01/29/2019							12.76
	001-100-570 DEPOSIT: BELT TOOL 1978120069 01/29/2019							31.99
	001-100-570 CDT RTN: BELT TOOL 1978120088 01/30/2019							-31.99
	001-090-638 NON-BRKT CAL, CORE CHARGE 1978120089 01/30/2019							89.34
	001-090-638 CDT RTN: CORE CHARGE 1978120089 01/30/2019							-35.00
	001-161-638 PEDAL SEN: R39 1978120187 01/31/2019							112.15
	001-161-638 CDT RTN: PEDAL SEN R39 1978120262 02/01/2019							-112.15
	001-161-638 PEDAL SEN: R39 1978120262 02/01/2019							84.64
	001-161-638 ABSORBER (2) 1978120745 02/05/2019							22.98
	001-100-570 ABS SENSOR: U #12416 1978120916 02/07/2019							15.48
	001-170-559 MIN SPIRITS 1978121269 02/11/2019							90.21
	001-100-570 SW LINK KT (2),FAST REMV:U #46 1978121532 02/14/2019							64.55
	001-100-570 TENSNR, ALTRNTR SET: U #15805 1978122144 02/20/2019							84.04
	001-090-638 NON-BRKT CAL, CORE CHARGE 1978122182 02/20/2019							89.34
	001-090-638 CDT RTN: NON-BRKT CAL 1978122195 02/20/2019							-35.00
	001-090-638 STANDARD IGN 1978122218 02/21/2019							38.16
	001-100-570 DCPLR PULLEY: U #15805 1978122274 02/21/2019							87.31
	001-161-638 CAR WASH 1978122696 02/25/2019							10.99
	001-100-570 CERAMIC PADS: U #13497 1978122741 02/25/2019							44.21
	001-100-570 DO HANDLE,W/BLADE (2):U #13497 1978122800 02/26/2019							51.72
	001-161-638 1GAL ANTIFREZ (12) 1978122937 02/27/2019							155.88
	001-100-570 PWR RTD BELT 1978123007 02/28/2019							9.50
001	GOVERNMENT BRANDS SHARED SERVICES	191353	03/19/2019	03/04/2019			1,475.00	
	001-010-698 MAR 2019 COURT SUPPORT 1-44818 03/01/2019							1,475.00
001	DELTA SANITATION OF MS LLC	191357	03/19/2019	03/06/2019			35.00	
	001-170-698 FRAZIER PORT O LET 0001001429 02/28/2019							35.00
001	BELL AUTO PARTS INC	191358	03/19/2019	03/06/2019			453.38	
	001-170-639 MOWER SEAT: EXMARK #1 42980 02/12/2019							95.75
	001-100-570 BRAKE ROTOR (2): CHARGERS 42982 02/22/2019							115.50
	001-100-570 BRAKE PADS: CHARGER 42983 02/13/2019							41.50
	001-170-639 1GAL ROTELLA OIL (5):DUMP TRK 42984 02/14/2019							107.50
	001-170-639 FILTER:OIL, FUEL (2):DUMP TRK 42985 02/21/2019							93.13

Docket of Claims
Release date from 03/19/2019 thru 03/19/2019

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	LOWES HOME CENTERS INC	191360	03/19/2019	03/06/2019			1,391.99	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-510	64OZ QUICK FLOOR SHINE (2)	915497	01/25/2019		18.96
001-161-635	32W BULB (2), REP LENS PANEL	902420	01/25/2019		27.97
001-161-635	CDT RTN: REP LENS PANEL	918073	01/28/2019		-9.77
001-170-559	FOLDING KNIFE, 3PK GLOVES	909276	01/28/2019		24.67
001-161-559	ZEP DEGRSR, 100CT S-METAL SCR	901296	01/28/2019		15.45
001-170-639	CLAMP, CLR VINYL, HOSE ADAPTER	909322	01/28/2019		31.40
001-170-559	4PK 14FT RATCHET TIE DOWN	901211	01/28/2019		24.69
001-170-639	REPR SUPPLIES (17): TRAILER	901309	01/29/2019		78.88
001-092-635	ADA DOOR CLOSER	901439	01/29/2019		61.73
001-170-559	STEEL 10X10 TAMPER, ZINC FLAT	901509	01/30/2019		31.76
001-170-634	ASRT PLASTIC JOINT WASHER (6)	910961	01/30/2019		9.81
001-170-634	HISENSE PORTABLE AC	901531	01/30/2019		312.55
001-170-634	42IN ANGLE WOOD(16), TAPE MSR	901547	01/30/2019		19.48
001-170-634	5LB DECK SCREWS	901634	01/31/2019		25.64
001-100-559	640-FL OZ STORM COAT WHITE	901867	02/01/2019		111.15
001-205-559	3M SAFETY GLASSES	901405	02/04/2019		13.28
001-092-635	ADA DOOR CLOSER	901405	02/04/2019		61.73
001-205-559	BALL VAL, SCH 40 ADAPTER (2)	901589	02/05/2019		10.26
001-205-559	PRIMER, SCH 40 PIPE(2), CPLGS	902054	02/05/2019		8.26
001-205-559	OUTLET, BRASS COUPLER (2)	901604	02/05/2019		9.93
001-170-577	REPR LEAK: BUDDY DAVIS	910312	02/06/2019		53.86
001-161-635	DURA LENS PANEL	910348	02/06/2019		11.67
001-170-577	ACV DETECTOR 90V, BRKAWY VEST	911762	02/06/2019		45.56
001-170-559	WOOD DOWEL (2), DRILL BIT	901751	02/06/2019		6.98
001-170-559	SPRAY PAINT, NOZZLE,SPRAY TIP	909081	02/07/2019		26.55
001-170-559	LONG HANDLE FAN BRUSH	911052	02/11/2019		14.24
001-170-559	CABLE(5),HEX KEY(3),ST KIT (2)	901837	02/12/2019		17.86
001-170-559	MISC TOOLS (5)	911150	02/13/2019		123.41
001-170-559	GLOVES,ANT KILLER (3),PRUNNER	909199	02/13/2019		64.48
001-161-559	2PK CR2 BATTERY (2)	902694	02/14/2019		9.49
001-170-511	32CT NIAGARA WATER (2)	909396	02/14/2019		7.56
001-170-559	SAFE VEST (4),SAFE GLASSES (5)	902097	02/21/2019		110.90
001-001-615	SUPPLIES: MARDI GRAS FLOAT	902106	02/21/2019		8.77
001-161-559	84IN CURTAIN ROD	912345	02/21/2019		2.83

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CABLE ONE INC	191373	03/19/2019	03/06/2019			130.07	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-698	MAR 2019: #107571481	02222019	03/01/2019		130.07

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CABLE ONE INC	191374	03/19/2019	03/06/2019			84.62	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-698	MAR 2019: SR BLDG #120793682	02222019	03/01/2019		84.62

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BORDIS & DANOS PLLC	191375	03/19/2019	03/06/2019			10,000.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-060-602	MAR 2019 RETAINER	66	03/11/2019		10,000.00

Docket of Claims
Release date from 03/19/2019 thru 03/19/2019

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FOSTERS A/C & HEATING INC	191376	03/19/2019	03/06/2019			833.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-092-635 ESA CLEANING: CITY HALL (6) P1043686 02/26/2019						474.50	
	001-092-635 INSTALL A/C CAP P1044245E 02/26/2019						56.00	
	001-170-698 ESA CLEANING: SR CENTER (2) P1043687 02/28/2019						302.50	
001	APRIL HAVENS STENNETT	191377	03/19/2019	03/06/2019			45.88	
	001-094-681 PER DIEM REIMB: GMYC TRIP 03022019 03/02/2019						20.88	
	001-092-525 UNL FUEL 03022019 03/02/2019						25.00	
001	DIRECTV LLC	191378	03/19/2019	03/06/2019			160.00	
	001-161-698 WEST STN: 022727663 (APR) 03132019 03/14/2019						160.00	
001	FUELMAN	191379	03/19/2019	03/06/2019			3,322.28	
	001-090-525 UNL FUEL NP55570720 03/04/2019						45.65	
	001-092-525 UNL FUEL NP55570720 03/04/2019						50.99	
	001-100-525 UNL FUEL NP55570720 03/04/2019						2,379.70	
	001-161-525 UNL & DSL FUEL NP55570720 03/04/2019						524.09	
	001-170-525 UNL FUEL NP55570720 03/04/2019						199.04	
	001-205-525 UNL & DSL FUEL NP55570720 03/04/2019						122.81	
001	AIRGAS USA LLC	191385	03/19/2019	03/07/2019			189.31	
	001-205-588 CYLINDER RENTAL 9960128303 02/28/2019						189.31	
001	CINTAS CORPORATION NO 2	191386	03/19/2019	03/07/2019			274.72	
	001-205-535 MAINTENANCE 240562431 02/06/2019						68.68	
	001-205-535 MAINTENANCE 240563328 02/13/2019						68.68	
	001-205-535 MAINTENANCE 240564241 02/20/2019						68.68	
	001-205-535 MAINTENANCE 240565147 02/27/2019						68.68	
001	MS DEPT OF FINANCE & ADMIN	191387	03/19/2019	03/07/2019			37,570.75	
	001-000-300 FEB 2019 COURT ASSESSMENTS 02282019 03/01/2019						37,570.75	
001	MS DEPT OF PUBLIC SAFETY	191388	03/19/2019	03/07/2019			2,299.50	
	001-000-300 FEB 2019 SPECIAL ASSESSMENTS 02282019 03/01/2019						2,299.50	
001	MS DEPT OF PUBLIC SAFETY	191389	03/19/2019	03/07/2019			300.00	
	001-000-300 FEB 2019 INTERLOCK FEES 02282019 03/01/2019						300.00	

Docket of Claims
Release date from 03/19/2019 thru 03/19/2019

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	JACKSON COUNTY ADULT DETENTION CENTER	191390	03/19/2019	03/07/2019			9,380.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-010-696 FEB 2019 ADC CHGS 02282019 03/01/2019						9,380.00	
001	CENTERPOINT ENERGY	191397	03/19/2019	03/07/2019			111.95	
	001-161-630 CENTRAL FIRE STN: 1/1-1/25/19 11000885-1 01/31/2019						21.40	
	001-161-630 CENTRAL FIRE STN:1/25-2/22/19 11000885-1 03/01/2019						22.29	
	001-161-630 SOUTH FIRE STN: 1/1-1/25/19 11000999-0 01/31/2019						35.41	
	001-161-630 SOUTH FIRE STN: 1/25-2/26/19 11000999-0 03/01/2019						32.85	
001	AUTO TRUCK AND TRAILER PARTS INC	191399	03/19/2019	03/08/2019			2,035.14	
	001-100-570 AXLE: U #12799 273337 02/01/2019						150.74	
	001-100-570 OIL FILTER (2) 273389 02/06/2019						12.64	
	001-100-570 FUEL ADDITIVE (8) 273418 02/06/2019						91.20	
	001-100-570 AIR (3) 273425 02/06/2019						77.85	
	001-100-570 AIR FILTER (3) 273454 02/07/2019						41.89	
	001-161-638 RED LIGHT (2), AMBER TURN: E4 273483 02/11/2019						183.40	
	001-161-638 LIGHTS, AMBER TURN, PLUG: E4 273497 02/11/2019						199.58	
	001-100-570 BATTERY: U #16009 273504 02/11/2019						105.00	
	001-100-570 WIPERS (14) 273539 02/12/2019						101.50	
	001-100-570 HEADLIGHT SWITCH (2) 273320 02/12/2019						51.96	
	001-161-638 SOCKET 273558 02/13/2019						33.44	
	001-100-570 STRUT: U #14403 273577 02/14/2019						104.58	
	001-100-570 STRUT: U #14403 273578 02/14/2019						104.58	
	001-161-638 BRAKE SHOES(2) & DRUM (2): E4 273579 02/14/2019						244.00	
	001-161-638 HOSE SET: E4 273581 02/14/2019						66.95	
	001-090-638 BATTERY: CODE ENFRC TRUCK 273568 02/14/2019						105.00	
	001-170-639 AIR FILTER, OIL: DUMP TRUCK 273682 02/20/2019						52.35	
	001-170-639 BATTERY (2): DUMP TRUCK 273693 02/20/2019						190.00	
	001-161-638 BULB (2): E1 273792 02/26/2019						13.48	
	001-100-570 BATTERY: U #121 273839 02/28/2019						105.00	
001	DELTA COMPUTER SYSTEMS INC	191415	03/19/2019	03/11/2019			485.00	
	001-092-698 ACCTG SOFTWARE MAINT MN134150 02/15/2019						335.00	
	001-092-698 VOTER REG SOFTWARE MAINT MN134150 02/15/2019						20.00	
	001-092-698 PRIV LICENSE SOFTWARE MAINT MN134151 02/15/2019						130.00	
001	CABLE ONE INC	191416	03/19/2019	03/11/2019			83.32	
	001-100-699 MAR 2019 SUBSTN: #107718827 03012018 03/08/2019						83.32	
001	AT&T INTERSTATE DED PRIVATE LINE SERVS	191417	03/19/2019	03/11/2019			206.77	
	001-100-699 ACCUNET T1.5 DIGITAL SERV 3107891667 03/01/2019						206.77	

Docket of Claims
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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	THE GULF COMPANIES INC	191418	03/19/2019	03/12/2019			125.00	
	Account Number / Description / Invoice # / Date / P.O.						Amount	
	001-201-559 CS100 HD TRASH BAGS 33GAL (5) 0917724-IN 11/09/2018						125.00	
001	CREDIT CARD CENTER	191419	03/19/2019	03/12/2019			3,973.70	
	Account Number / Description / Invoice # / Date / P.O.						Amount	
	001-092-639 IPLAYER/CONTROLLER: SCULTPURE 49719 01/30/2019						1,126.30	
	001-170-511 SUPPLIES: SR VALENTINES DANCE 01312019 02/01/2019						53.75	
	001-001-509 GMYC LEADERSHIP SUMMIT REG 02072019 02/08/2019						150.00	
	001-170-513 EASTER MOVIES (2) 02122019 02/12/2019						21.33	
	001-170-511 SUPPLIES: SR VALENTINES DANCE 02122019 02/13/2019						194.17	
	001-001-681 HOTEL-BOND MTG: TORJUSEN 02132019 02/14/2019						161.70	
	001-100-681 RECERT NRA FA INSTRUCTOR:BOND 02142019 02/15/2019						50.00	
	001-001-509 MOVIE LICENSE: AVENGERS 02152019 02/18/2019						277.00	
	001-170-513 MOVIE LICENSE: DOG SVD EASTER 02152019 02/18/2019						263.00	
	001-170-511 MOVIE LICENSE: BFAST @ TIFFNYS 02152019 02/18/2019						263.00	
	001-001-681 DC FLIGHT: TORJUSEN, P 02252019 02/27/2019						471.15	
	001-001-681 DC FLIGHT: TORJUSEN, P 02252019 02/27/2019						471.15	
	001-021-681 DC FLIGHT: YANCEY, P 02252019 02/27/2019						471.15	
001	ENGEL ELECTRIC LLC	191425	03/19/2019	03/12/2019			540.00	
	Account Number / Description / Invoice # / Date / P.O.						Amount	
	001-201-637 REPL SOCKETS: HWY 90 LIGHTS 1434 03/07/2019						540.00	
001	PITNEY BOWES GLOBAL FINANCIAL SERVS	191426	03/19/2019	03/12/2019			422.97	
	Account Number / Description / Invoice # / Date / P.O.						Amount	
	001-092-698 LEASE PMT: POSTAGE MACHINE 3308325331 03/06/2019						422.97	
001	DPS CRIME LAB	191428	03/19/2019	03/12/2019			120.00	
	Account Number / Description / Invoice # / Date / P.O.						Amount	
	001-100-699 ANALYTICAL FEES 90077608 03/01/2019						120.00	
001	CABLE ONE INC	191429	03/19/2019	03/12/2019			205.12	
	Account Number / Description / Invoice # / Date / P.O.						Amount	
	001-100-699 MAR 2019: #107718371 03012019 03/08/2019						205.12	
001	CABLE ONE INC	191430	03/19/2019	03/12/2019			62.38	
	Account Number / Description / Invoice # / Date / P.O.						Amount	
	001-100-699 MAR CABLE BOX: #118476316 03012019 03/08/2019						62.38	
001	AT&T GLOBAL NETWORK SERVS LLC	191431	03/19/2019	03/12/2019			229.64	
	Account Number / Description / Invoice # / Date / P.O.						Amount	
	001-100-699 NCIC EQUIPMENT CHARGES GF4673 03/01/2019						229.64	
001	FUELMAN	191432	03/19/2019	03/12/2019			3,179.97	
	Account Number / Description / Invoice # / Date / P.O.						Amount	
	001-090-525 UNL FUEL NP55603372 03/11/2019						49.00	
	001-100-525 UNL FUEL NP55603372 03/11/2019						2,229.05	
	001-161-525 UNL & DSL FUEL NP55603372 03/11/2019						671.41	
	001-170-525 UNL FUEL NP55603372 03/11/2019						186.47	

Docket of Claims
Release date from 03/19/2019 thru 03/19/2019

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN	191432	03/19/2019	03/12/2019			3,179.97	(CONTINUED)
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-205-525 UNL FUEL NP55603372 03/11/2019						44.04	
001	MSC 7511	191435	03/19/2019	03/12/2019			470.88	
	001-092-698 FFO200-001 RENTAL FEE INV2954225 03/05/2019						470.88	
001	ACE DATA STORAGE INC	191436	03/19/2019	03/12/2019			105.00	
	001-100-699 FEB 2019 SHREDDING SERVICE 64161 03/01/2019						105.00	
001	C SPIRE WIRELESS	191437	03/19/2019	03/12/2019			1,023.93	
	001-021-605 CITY MGR CELL PHONE 0030759348 02/28/2019						50.30	
	001-022-605 HR CELL PHONE 0030759348 02/28/2019						50.30	
	001-040-605 ADMIN CELL PHONES 0030759348 02/28/2019						134.79	
	001-090-605 BLDG-PLNG CELL PHONES 0030759348 02/28/2019						201.20	
	001-090-698 IPAD SERVICE (3) 0030759348 02/28/2019						102.57	
	001-094-605 GRANT-PROJ CELL PHONES 0030759348 02/28/2019						100.60	
	001-161-605 FIRE DEPT CELL PHONES 0030759348 02/28/2019						156.89	
	001-170-605 RECREATION CELL PHONES 0030759348 02/28/2019						176.98	
	001-205-605 MAINT CELL PHONES 0030759348 02/28/2019						50.30	
001	TEAM ONE COMMUNICATIONS INC	191443	03/19/2019	03/13/2019			273.75	
	001-100-639 ANT WHIP STUBBY (5): XTS RADIO 9020016831 02/26/2019 190483						122.50	
	001-100-639 ANT WHIP WAVE (5): XTS RADIO 9020016831 02/26/2019 190483						151.25	
001	REYNOLDS WHOLESALE CO	191444	03/19/2019	03/13/2019			385.06	
	001-170-559 CS 96 ROLLS VB TISSUE 62535 03/07/2019 190541						46.95	
	001-170-559 38X58 CAN LINERS 100CT (4) 62535 03/07/2019 190541						131.80	
	001-170-559 CS 6CT VB BLEACH 1GAL (2) 62535 03/07/2019 190541						25.00	
	001-170-559 CS 12/8" ROLL BROWN TOWELS (3) 62535 03/07/2019 190541						71.85	
	001-170-559 CS 12 ROLLS JUMBO JR TISSUE(3) 62535 03/07/2019 190541						76.50	
	001-170-559 TIME MIST SPRAY (6) 62535 03/07/2019 190541						27.00	
	001-170-559 TRIGGER SPRAY BOTTLES (4) 62535 03/07/2019 190541						5.96	
001	INTERNATIONAL PERSONNEL MANAGEMENT ASSOC	191446	03/19/2019	03/13/2019			191.90	
	001-022-660 PO-EL 102 POLICE TEST (7) 190478 02/22/2019 190478						99.75	
	001-022-660 ADMINISTRATION FEE 190478 02/22/2019 190478						92.15	
001	MID SOUTH UNIFORM & SUPPLY INC	191447	03/19/2019	03/13/2019			78.00	
	001-100-535 XTREME CARRIER W/PKTS: HOLTER 588340 02/25/2019 190302						78.00	
001	GULF COAST BUSINESS SUPPLY CO	191448	03/19/2019	03/13/2019			240.38	
	001-161-510 DAWN LIQUID SOAP 38OZ (4) 184279 03/06/2019 190515						19.00	
	001-161-510 1GAL PINE CLEANER (4) 184279 03/06/2019 190515						22.08	
	001-161-510 6CT 1GAL BLEACH 184279 03/06/2019 190515						15.99	

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	GULF COAST BUSINESS SUPPLY CO	191448	03/19/2019	03/13/2019			240.38	(CONTINUED)

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-510	96CT ROLLS TISSUE	184279	03/06/2019	190515	32.99
001-161-510	21OZ COMET CLEANSER (4)	184279	03/06/2019	190515	6.88
001-161-510	13OZ LYSOL DISINFECTANT (4)	184279	03/06/2019	190515	9.36
001-161-510	32OZ WINDEX (4)	184279	03/06/2019	190515	15.80
001-161-510	CT BROWN MF TOWEL (4)	184279	03/06/2019	190515	76.04
001-161-510	CT 409 SPRAY CLEANER	184279	03/06/2019	190515	38.84
001-161-510	YEL/GREEN SCRUB SPONGE (4)	184279	03/06/2019	190515	3.40

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	LAWRENCE PRINTING COMPANY INC	191449	03/19/2019	03/13/2019			337.20	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-040-500	LASER CHECKS: PAYROLL CLEARING	35747	02/26/2019	190465	317.20
001-040-500	SHIPPING	35747	02/26/2019	190465	20.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	HAYGOODS INDUSTRIAL ENGRAVERS INC	191451	03/19/2019	03/13/2019			50.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-559	8X10 PLAQUE 2018 OFFICER YEAR	28359	02/25/2019	190485	50.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SECURE NETWORKS LLC	191455	03/19/2019	03/13/2019			170.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-639	VIEWSONIC 24" LED MONITOR	3728	03/11/2019	190482	160.00
001-100-639	SHIPPING	3728	03/11/2019	190482	10.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	191456	03/19/2019	03/13/2019			868.64	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-500	AVERY 3-RING VIEW BINDER (2)	3406221785	02/27/2019	190480	18.64
001-090-500	1.5IN WHITE VIEW BINDER (4)	3406221785	02/27/2019	190480	8.28
001-090-500	3X3 POP UP STICKIES 12/PK	3406221785	02/27/2019	190480	3.91
001-090-500	1000CT PAPER CLIPS 10PK	3406221785	02/27/2019	190480	1.62
001-090-500	HP305 BLACK TONER CARTRIDGE	3406221785	02/27/2019	190480	71.66
001-090-500	BLACK SHARPIE 12PK	3406221785	02/27/2019	190480	12.79
001-090-500	DZ PAPERMATE RED PEN	3406221785	02/27/2019	190480	14.50
001-090-500	DZ PAPERMATE MED BLUE PEN	3406221785	02/27/2019	190480	14.50
001-090-500	BIC ATLANTIS BLUE PEN (3)	3406221786	02/27/2019	190480	10.65
001-010-500	#332849 HP05A TONER 2PK	3406534552	02/28/2019	190501	143.08
001-010-500	PILOT G2 BK (12)	3406534552	02/28/2019	190501	10.99
001-010-500	PILOT G2 RED (12)	3406534552	02/28/2019	190501	10.99
001-045-500	DAB N SEAL 4PK	3406534552	02/28/2019	190501	5.97
001-100-500	LEXMARK 701Y CARTRIDGE YEL	3406688733	03/01/2019	190506	137.78
001-100-500	LEXMARK 701M CARTRIDGE MAGENTA	3406688734	03/01/2019	190506	131.98
001-100-500	LEXMARK 701C CARTRIDGE CYAN	3406688734	03/01/2019	190506	271.30

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BARNEYS POLICE AND HUNTING SUPPLIES	191457	03/19/2019	03/13/2019			698.90	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-535	S34 PANT-HIDN CARGO PKTS	30626	02/20/2019	190274	47.35
001-100-535	S32 PANT-HIDN CARGO PKTS (11)	30626	02/20/2019	190274	520.85
001-100-535	S30 PANT-HIDN CARGO PKTS (2)	30626	02/20/2019	190274	94.70
001-100-535	ALTERATIONS (12)	30626	02/20/2019	190274	36.00

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001	CUPIT SIGNS INC	191458	03/19/2019	03/13/2019			96.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-559 12" CIRCLE DECALS CITY LOGO(6)			30962	03/12/2019	190539		96.00
001	J A DAWSON & CO INC	191459	03/19/2019	03/13/2019			361.50	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-634 COIL SPRING (2)			17766	02/18/2019	190363		278.00
	001-170-634 FREIGHT			17766	02/18/2019	190363		83.50
001	THE GULF COMPANIES INC	191460	03/19/2019	03/13/2019			250.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-201-559 CS100 HD TRASH BAGS 33GAL (10)			0919302-IN	02/28/2019	190498		250.00
001	AYERS DISTRIBUTING CO	191461	03/19/2019	03/13/2019			1,668.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-513 CS/1000 TOY FILLED EGGS (12)			7568	02/26/2019	190492		1,668.00
001	ENGEL ELECTRIC LLC	191462	03/19/2019	03/13/2019			6,390.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-201-637 LABOR: REPL POLE #34			1432	03/08/2019	190373		1,470.00
	001-201-637 LABOR: CHANGE BULBS LED			1431	03/08/2019	190384		4,920.00
001	EAGLE ENGRAVING INC	191463	03/19/2019	03/13/2019			205.95	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-535 FIRE FIGHTER OF YEAR MEDAL			2019-1289	02/26/2019	190399		80.50
	001-161-535 CLOTH RIBBON BAR			2019-1289	02/26/2019	190399		3.75
	001-161-535 LIFESAVING W/STARS MEDAL			2019-1289	02/26/2019	190399		106.00
	001-161-535 CLOTH RIBBON BAR			2019-1289	02/26/2019	190399		3.75
	001-161-535 SHIPPING			2019-1289	02/26/2019	190399		11.95
001	CANNON CHRYSLER JEEP DODGE RAM LLC	191466	03/19/2019	03/13/2019			21,363.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-740 2019 DODGE CARAVAN:VIN #50023			KR43276794	02/13/2019	190411		21,363.00
001	TAMMY ADKINS	191467	03/19/2019	03/13/2019			225.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-681 RECERT COURSE FEE: LANGDON, A			03132019	03/13/2019	190547		225.00
001	OCCUPATIONAL HEALTH CENTER INC	191468	03/19/2019	03/13/2019			220.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-604 PRE-EMP PHYSICAL: AUSTIN, T			169260	03/04/2019	190475		65.00
	001-100-604 PRE-EMP DRUG SCREEN: AUSTIN,T			169260	03/04/2019	190475		30.00
	001-100-604 PRE-EMP DRUG SCREEN: PITTS, J			169260	03/04/2019	190460		60.00
	001-100-604 PRE-EMP PHYSICAL: PITTS, J			169260	03/04/2019	190460		65.00
001	MS MUNICIPAL CLERKS/COLLECTORS ASSOC	191483	03/19/2019	03/14/2019			100.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-040-682 MMCCA DUES: RUSSELL,C			2019	03/11/2019			50.00
	001-040-682 MMCCA DUES: CUMBEST,E			2019	03/11/2019			50.00

FUND TOTAL 1 Claims to Checks 57 Total 118,914.10 Manual Held Total 118,914.10

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
007	HANCOCK WHITNEY CORP TRUST SERVS	191361	03/19/2019	03/06/2019			600.00	_____
	Account Number 007-680-803	Description AGENT/ADMIN FEES:KATRINA BOND		Invoice # 32562	Date 02/22/2019	P.O.	Amount 600.00	
FUND TOTAL	7 Claims to	Checks	1 Total	600.00 Manual		Held	Total	600.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
157	SOUTHERN STATE K9	191465	03/19/2019	03/13/2019			13,500.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
157-100-799	K9 FEMALE MALINOIS "TESS"	2019-2	03/11/2019	190234	13,500.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
157	MOTOROLA INC	191471	03/19/2019	03/13/2019			8,800.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
157-100-799	APX6500 MOBILE RADIO (2)	41263198	02/20/2019	190379	8,722.00
157-100-799	RADIO PROGRAMMING (2)	41263198	02/20/2019	190379	78.00

FUND TOTAL 157 Claims to Checks 2 Total 22,300.00 Manual Held Total 22,300.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	BELL AUTO PARTS INC	191359	03/19/2019	03/06/2019			159.90	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	176-170-639 INTERSTATE BATT:RANGER EXMARK 42979 02/11/2019							65.00
	176-170-639 SEAT TRACK ASSY: EXMARK #1 42981 02/20/2019							94.90
176	LOWES HOME CENTERS INC	191362	03/19/2019	03/06/2019			774.35	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	176-170-702 18CU FT REFRIGERATOR:SHEP MOB 981365 01/28/2019							521.55
	176-170-559 CLEANING SUPPLES: SHEP OFFICE 912421 01/28/2019							31.05
	176-170-519 TREATED LUMBER (8): ARCHERY 902715 01/31/2019							33.20
	176-170-559 50LB ASPHALT (5), WEED BURNER 902591 02/13/2019							109.10
	176-170-559 PROPANE TANK 902591 02/13/2019							18.99
	176-170-586 PVC FAUCET SUPPLY LINE (2) 902591 02/13/2019							14.96
	176-170-586 REPR SINK: SHEP SHOP 915013 02/19/2019							45.50
176	FUELMAN	191380	03/19/2019	03/06/2019			40.32	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	176-170-525 UNL FUEL NP55570720 03/04/2019							40.32
176	AUTO TRUCK AND TRAILER PARTS INC	191412	03/19/2019	03/08/2019			54.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	176-170-639 BATTERY: MOWER 273396 02/06/2019							54.00
176	FUELMAN	191434	03/19/2019	03/12/2019			9.39	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	176-170-525 UNL FUEL NP55603372 03/11/2019							9.39
176	C SPIRE WIRELESS	191438	03/19/2019	03/12/2019			50.30	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	176-170-605 CELL PHONE 0030759348 02/28/2019							50.30
176	MALLETTE BROTHERS CONSTRUCTION INC	191442	03/19/2019	03/13/2019			512.72	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	176-170-586 15.08 LIMESTONE:SHEP CAMPSITES 20198 02/28/2019 190467							512.72
176	REYNOLDS WHOLESALE CO	191445	03/19/2019	03/13/2019			129.95	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	176-170-559 CS BROWN MF TOWELS 62537 03/07/2019 190540							19.95
	176-170-559 CS 12 ROLLS JUMBO JR TISSUE(2) 62537 03/07/2019 190540							51.00
	176-170-559 CS 6 ROLLS VB JUMBO TISSUE (2) 62537 03/07/2019 190540							59.00
176	STEINER SAW & MOWER	191470	03/19/2019	03/13/2019			89.90	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	176-170-639 TRI BLADE 009477 02/27/2019 190499							34.95
	176-170-639 STIHL SAW BLADE 009477 02/27/2019 190499							24.95
	176-170-639 9TIHL BLADE KITS (2) 009477 02/27/2019 190499							30.00

FUND TOTAL 176 Claims to Checks 9 Total 1,820.83 Manual Held Total 1,820.83

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303	MICHAEL BAKER INTERNATIONAL	191382	03/19/2019	03/06/2019			2,848.15	

Account Number	Description	Invoice #	Date	P.O.	Amount
303-301-603	DESIGN SERVICES	1040233	02/18/2019		2,848.15

FUND TOTAL 303 Claims to Checks 1 Total 2,848.15 Manual Held Total 2,848.15

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	O'REILLY AUTO PARTS	191352	03/19/2019	03/04/2019			312.96	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-650-638 1QT OIL(12),FILTER: M/R TRUCKS			1978122221	02/21/2019			43.43
	400-650-638 PWR OUTLET (2): M/R TRUCKS			1978122221	02/21/2019			13.98
	400-650-638 PWR PORT (2), CONNT (2)			1978122236	02/21/2019			22.96
	400-650-638 CDT RTN: PWR OUTLET (2)			1978122236	02/21/2019			-13.98
	400-650-638 FUSE HOLDER (2); M/R TRUCKS			1978122236	02/21/2019			6.58
	400-650-638 MOBLIE POWER: M/R TRUCKS			1978122831	02/26/2019			239.99
400	JACKSON COUNTY UTILITY AUTHORITY	191355	03/19/2019	03/06/2019			180,418.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-651-668 MAR 2019 TREATMENT CHGS			308	03/01/2019			181,416.00
	400-651-668 FY 2018 ACTUAL FLOW ADJ			308	03/01/2019			-998.00
400	FUELMAN	191381	03/19/2019	03/06/2019			148.22	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-650-525 UNL FUEL			NP55570720	03/04/2019			148.22
400	SOUTHERN PIPE & SUPPLY	191383	03/19/2019	03/06/2019			226.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-651-581 PVC S40 BE PIPE (200')			2800867-00	02/27/2019			226.00
400	CLEARWATER SOLUTIONS LLC	191384	03/19/2019	03/07/2019			170,690.75	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-650-672 FEB 2019 OPERATION FEE			GAUTIER075	03/01/2019			170,690.75
400	WASTE MANAGEMENT OF MS-GLF COAST INC	191414	03/19/2019	03/11/2019			672.98	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-651-698 ROLL - OFF TIMBERLANE			6866364768	03/01/2019			672.98
400	CREDIT CARD CENTER	191420	03/19/2019	03/12/2019			471.14	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-650-603 DC FLIGHT:ENG SERVS-SEYMOUR			02252019	02/27/2019			471.14
400	COGENT STRATEGIES LLC	191421	03/19/2019	03/12/2019			7,500.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-650-601 PROFESSIONAL FEES			1455	03/11/2019			7,500.00
400	SOUTHERN LINC	191422	03/19/2019	03/12/2019			91.44	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-650-698 MAR 2019 SERV CHGS			10573675	03/01/2019			80.00
	400-650-698 TAXES/FEES			10573675	03/01/2019			11.44
400	MISSION COMMUNICATIONS LLC	191423	03/19/2019	03/12/2019			1,132.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-651-581 RADIO ASSBY:MALL,CENTRAL TANK			1020865	06/06/2018			500.00
	400-651-581 CIRCUIT BOARD:MALL,CENT TANK			1020865	06/06/2018			500.00
	400-651-581 ANTENNA,CABLE: CENTRAL TANK			1020865	06/06/2018			61.00
	400-651-584 ANTENNA,CABLE: FISHHAWK			1020865	06/06/2018			61.00
	400-651-584 FREIGHT			1020865	06/06/2018			10.00

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400	MISSION COMMUNICATIONS LLC	191424	03/19/2019	03/12/2019			1,737.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-698 RENEWAL: ISLE OF PINES			1027246	03/07/2019			347.40
	400-651-698 RENEWAL: LOUIS ALEXIS			1027246	03/07/2019			347.40
	400-651-698 RENEWAL: SOUNDVIEW			1027246	03/07/2019			347.40
	400-651-698 RENEWAL: OST WEST			1027246	03/07/2019			347.40
	400-651-698 RENEWAL: GRAVELINE @ CSV RR			10274246	03/07/2019			347.40
400	BANCORPSOUTH EQUIPMENT FINANCE	191427	03/19/2019	03/12/2019			143,724.87	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-680-831 ENERGY SERVICES/WATER METERS			04042019	04/04/2019			143,724.87
400	FUELMAN	191433	03/19/2019	03/12/2019			62.21	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-525 UNL FUEL			NP55603372	03/11/2019			125.21
	400-650-525 CR OVRPMT 02/11/19			NP55377491	03/11/2019			-63.00
400	LAWRENCE PRINTING COMPANY INC	191450	03/19/2019	03/13/2019			337.20	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-500 LASER CHECKS: METER DEPOSITS			35774	02/27/2019	190464		317.20
	400-650-500 SHIPPING			35774	02/27/2019	190464		20.00
400	C & M ELECTRIC MOTOR SERVICE INC	191452	03/19/2019	03/13/2019			1,598.90	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-584 5HP SUB PUMP: PERKINSTON LS			12109	02/26/2019	190504		1,598.90
400	CENTRAL PIPE AND SUPPLY	191453	03/19/2019	03/13/2019			2,550.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-581 VALVE M&H MJ GATE VALVE (6)			S100171182	02/28/2019	190503		2,550.00
400	SOUTHERN WATERWORKS SUPPLY INC	191454	03/19/2019	03/13/2019			24.48	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-581 1X3/4 BRASS BUSHING (6)			79023	03/01/2019	190491		24.48
400	CORE & MAIN LP	191464	03/19/2019	03/13/2019			363.26	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-581 1056-66 6 CI PVC CPLG (6)			K130670	02/25/2019	190457		55.98
	400-651-581 1 BRASS THREAD BALL VALVE (8)			K130670	02/25/2019	190457		113.52
	400-651-581 1" MALE ADPT MIPT X TS (8)			K130670	02/25/2019	190457		69.52
	400-651-581 C87-44-NL 1 CPLG MIPXPJ PVC(4)			K130670	02/25/2019	190457		124.24
400	AUDIOWAVE INC	191469	03/19/2019	03/13/2019			82.50	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-638 PRO 4G POWER/GROUND WIRE (17)			A 50227	02/28/2019	190497		42.50
	400-650-638 ANL FUSE HOLDER CHROME			A 50227	02/28/2019	190497		15.00
	400-650-638 ANL 200 AMP			A 50227	02/28/2019	190497		10.00
	400-650-638 CONNECTORS 4G RINGS			A 50227	02/28/2019	190497		15.00

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400	J H WRIGHT & ASSOCIATES INC	191472	03/19/2019	03/13/2019			672.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-584	SQUARE D OL HEATER B50 (6)	413677	03/07/2019	190424	240.00
400-651-584	RELAY MARS 19164 (6)	413677	03/07/2019	190424	132.00
400-651-584	SERVICE: LAKEWOOD WEST LS	413677	03/07/2019	190424	300.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	MSC 7511	191482	03/19/2019	03/14/2019			411.77	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-698	FGYJ00-01 RENTAL FEE	INV2962433	03/09/2019		166.49
400-650-698	MPC4504 USAGE:B/W	INV2962433	03/09/2019		37.10
400-650-698	MPC4504 USAGE:COLOR	INV2962433	03/09/2019		208.18

FUND TOTAL 400 Claims to Checks 21 Total 513,227.68 Manual Held Total 513,227.68

Docket of Claims
Release date from 03/19/2019 thru 03/19/2019

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	DELTA SANITATION OF MS LLC	191356	03/19/2019	03/06/2019			105,036.03	
	Account Number 404-677-693	Description FEB 2019 RES GARBAGE (6241)		Invoice # 0001001354	Date 02/28/2019	P.O.	Amount 105,036.03	
404	APPLEWHITE INDUSTRIES INC	191441	03/19/2019	03/12/2019			1,188.00	
	Account Number 404-677-695	Description FEB 2019 396 @ 3.00		Invoice # 3650	Date 02/28/2019	P.O.	Amount 1,188.00	

FUND TOTAL 404 Claims to Checks 2 Total 106,224.03 Manual Held Total 106,224.03

Docket of Claims
Release date from 03/19/2019 thru 03/19/2019

SUMMARY OF ALL FUNDS

FUND 1	Claims	to	Checks	57	Total	118,914.10	Manual	Held	Total	118,914.10
FUND 7	Claims	to	Checks	1	Total	600.00	Manual	Held	Total	600.00
FUND 157	Claims	to	Checks	2	Total	22,300.00	Manual	Held	Total	22,300.00
FUND 176	Claims	to	Checks	9	Total	1,820.83	Manual	Held	Total	1,820.83
FUND 303	Claims	to	Checks	1	Total	2,848.15	Manual	Held	Total	2,848.15
FUND 400	Claims	to	Checks	21	Total	513,227.68	Manual	Held	Total	513,227.68
FUND 404	Claims	to	Checks	2	Total	106,224.03	Manual	Held	Total	106,224.03
	Total for all Funds		Checks	93	Total	765,934.79	Manual	Held	Total	765,934.79

Councilwoman Martin made the motion to approve Change Order No. 7 on the Shepard State Park Log Cabin, Phase II, as presented. Councilman Vaughan seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 062-2019

WHEREAS, the City of Gautier has awarded and executed a contract with Coastal Development and Construction for the Shepard State Park Log Cabin project, Phase II; and

WHEREAS, the contractor has requested approval of Change Order No. 7 in relation to the project; and

WHEREAS, Change Order No. 7 would remove and replace the header supports on the front porch at the column closest to the west side of the front stairs. This will redistribute the load so that it is centered on the column; and

WHEREAS, the cost of this change order is $1,888.00; and

WHEREAS, this increase is within the $3,000.00 contingency in the contract and results in a total contract amount of $149,428.00; and

WHEREAS, this project is being funded through Tidelands and Legislative Funds; and

WHEREAS, Goodwyn, Mills & Cawood has reviewed the Change Order and recommends approval;

WHEREAS, it is in the best interest of the City of Gautier to approve the change order; and

WHEREAS, the Mayor and Council Members find, consistent with fact, that this change order is necessary and incidental to the completion of the work as originally bid, is commercially reasonable, is not made to circumvent the public purchasing statutes, and that the increase in costs is reasonable;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Change Order No.7 for the Shepard State Park Log Cabin Project is hereby approved.

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

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

AYES:	**Phil Torjusen** **Mary Martin** **Richard Jackson** **Casey Vaughan** **Rusty Anderson** **Adam Colledge**
NAYS:	**None**
ABSENT:	**Cameron George**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 2, 2019.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager

From: April Stennett, Grants & Projects Director

Date: April 1, 2019

Subject: Shepard State Park Log Cabin, Phase II — Change Order No. 7

REQUEST:
The Grants and Projects Department requests that City Council approve Change Order No. 7 for the Shepard State Park Log Cabin, Phase II.

BACKGROUND:
A two-story historic log cabin known as the "Wilson House" was donated to the city by Mr. Brian Britt. The building was originally constructed in the early 1920's alongside US Highway 49 in Gulfport, Mississippi. The structure was built by Walter Alfred Cox and became the homestead of Clark Wilson and his wife, Marjorie Welch Wilson. The 3,000-square-foot cabin is made of southern yellow pine logs and has been relocated from the northeast corner of Dobson Road and Allen Road to the entrance of Shepard State Park. The first phase included the relocation, foundation, parking, sidewalks, RV dump station, etc. The cabin will be used as a welcome center, classroom space, and general store for campers.

DISCUSSION:
Change Order No. 7 would remove and replace the header supports on the front porch at the column closest to the west side of the front stairs. This will redistribute the load so that it is centered on the column. Right now, the load is offset due to the way the building was cut in half when it was transported from its former location on Hwy. 57.

The cost of this change order is $1,888. However, when you factor in the contingency that was written into the contract, it represents a net deduct in the contract amount, from $150,540 to $149,428.

Goodwyn, Mills & Cawood has reviewed the change order and recommends approval. This project is being funded through Tidelands and Legislative funds.

RECOMMENDATION:
The Grants and Projects Department recommends that City Council approve Change Order No. 7 for the Shepard State Park Log Cabin, Phase II.

The City Council may:
1. Approve Change Order No. 7 as presented; or
2. Not approve Change Order No. 7 as presented.

ATTACHMENT(S):
1. Change Order No. 7

COASTAL DEVELOPMENT CONSTRUCTION, LLC
2010 OLD MOBILE HWY PASCAGOULA, MS. 39567

AGREEMENT FOR CONSTRUCTION CONTRACT CHANGE ORDER

CONTRACT NUMBER: AMOB180009 CHANGE ORDER NO.: **7**

CUSTOMER NAME: CITY OF GAUTIER DATE 4/1/2019

PROJECT NAME: **SHEPARD PARK WELCOME CENTER PHASE II**

The following changes to the contract are hereby made effective as of the date set forth above:

1 EXTRA WORK

REMOVE AND REPLACE HEADER SUPPORTS ON FRONT PORCH AT WEST SIDE OF STAIRS

2 NOT-TO-EXCEED CHANGES

N/A

3 SUMMARY OF CHANGES

THE ORIGINAL CONTRACT LUMP SUM	$	145,928.00
TOTAL OF PREVIOUSLY AUTHORIZED CHANGES	$	4,612.00
TOTAL CONTRACT LUMP SUM PRIOR TO THIS CHANGE	$	150,540.00
TOTAL AMOUNT OF THIS CHANGE	**$**	**1,888.00**
CONTINGENCY ALLOWANCE	$	(3,000.00)
UPDATED TOTAL CONTRACT LUMP SUM PRICE	**$**	**149,428.00**

4 CONTRACT TIME

THE CONTRACT TIME IS;

[ ] INCREASED [ ] DECREASED [X] UNCHANGED **NA** DAYS

THE DATE FOR COMPLETION INCLUDING THIS CHANGE WILL BE **TBA**

COASTAL DEVELOPMENT & CONSTRUCTION	**CITY OF GAUTIER**
BY:	BY:
PRINT NAME: TIM MILES	PRINT NAME: PAULA YANCEY
TITLE PROJECT SUPERVISOR	TITLE: CITY MANAGER
DATE 4/1/2019	DATE: 4/2/19

PREPARED ON: 4/1/2019 AT 11:13 AM

Councilwoman Martin made the motion to approve Consent Agenda Items 1-6, as presented. Councilman Jackson 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 063-2019

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-6 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 Jackson** and the following vote was recorded:

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

NAYS: **None**

ABSENT: **Cameron George**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 2, 2019.

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

ORDER NUMBER 064-2019

WHEREAS, in lieu of any one (1) legal holiday provided for in subsection (1) of Miss. Code Ann. § 3-3-7, with the exception of the third Monday in January (Robert E. Lee's and Martin Luther King, Jr.'s birthday) and the eleventh day of November (Armistice or Veterans Day), the governing authorities of any municipality or county may declare, by order spread upon its minutes, Mardi Gras Day or any one (1) other day during the year, to be a legal holiday;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Friday, April 19, 2019, Good Friday is hereby declared as a legal holiday for the City of Gautier in lieu of Confederate Memorial Day in accordance with Miss. Code Ann. § 3-3-7, Subsection 2.

IT IS FURTHER ORDERED by the Mayor and Council of the City of Gautier, Mississippi, as follows, to-wit:

1. All employees who normally work a 40 hour week shall have the above listed day off with no reduction in pay. Any 40 hour per week employee who is required to work on the day listed above shall receive straight time pay for each hour actually worked in addition to their regular pay.

2. Police Department employees who normally work shifts (168 hours in a 28 day cycle) shall receive eight (8) hours straight time pay in addition to their normal pay for the day set out above.

3. Fire Department Personnel who normally work shifts (216 hours in a 28 day cycle) shall receive eight (8) hours straight time pay in addition to their normal pay for the day set out above.

ORDERED this the 2nd day of April, 2019.

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

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

NAYS: **None**

ABSENT: **Cameron George**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 2, 2019.

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

RESOLUTION NUMBER 014-2019

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 2018 Ford Interceptor SUV Police vehicle, VIN#1FM5K8AR61GA57822 (Inventory Control #2753) 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 or have not] 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 2018 Ford Interceptor SUV Police vehicle 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 Jackson,** and the following vote was recorded:

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

NAYS: **None**

ABSENT: **Cameron George**

WHEREUPON, the Mayor and Members of the Council of the City of Gautier, Mississippi, declared the motion carried and the Resolution adopted this the 2nd day of April, 2019.

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 April 2, 2019.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Danny Selover, Police
Date: 3/20/2019
Subject: Authorization to remove Police Department vehicle from inventory, insurance and authorize vehicle to be used as parts.

REQUEST:
City Council authorization is requested by the Gautier Police Department to remove a 2018 Ford Interceptor SUV Police vehicle, VIN 1FM5K8AR61GA57822 (city inventory control 2753) from inventory, insurance and authorize it to be used as parts until such time as they can be deemed surplus.

BACKGROUND:
The 2018 Ford Interceptor was involved in an accident on January 30, 2018 and was totaled as a result. Insurance has settled the claim.

DISCUSSION:
This vehicle has been declared a total loss by insurance. The city was able to purchase the vehicle back for parts.

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. crash report
2. pic1
3. Pic2
4. Pic3

STATE OF MISSISSIPPI
UNIFORM CRASH REPORT

Agency Number: 9030 — Agency Case Number: 08013019000 4 — Page 01 of 06

Agency Name: MISSISSIPPI HIGHWAY PATROL - TROOP K

G1. County: 30

G2. Status Code: ● C ○ P ○ U

G3. Reported Date (MM/DD/YYYY): 01/30/2019

G4. Reported Time (2400): 0900

G5. Officer Time — Arrival Time (2400): 0900 — 10-24 Time (2400): 0958

G6. Vehicles: 02

G7. Killed: 00

G8. Injured: 02

G9. Address Number:

G10. Street Name:

G11. Hwy/County Road #: 10

G12. Trafficflow Direction: ○ N ● E ○ S ○ W

G13. Int.: ○ Y ● N

G14. Distance: 001.00 ○ F ● M

G15. Direction: ○ N ● E ○ S ○ W

G16. Intersecting Street Name: MILE MARKER 58

G17. Int. Hwy/County Road #:

G18. City Name:

G19. Latitude: N 30 26.9

G20. Longitude: W 088 40.59

G21. First Harmful Event

Crash with OMV in Road
- ● Rear end slow or stop
- ○ Rear end turn
- ○ Left turn same roadway
- ○ Left turn cross traffic
- ○ Right turn cross traffic
- ○ Head on
- ○ Sideswipe
- ○ Angle
- ○ Hit and run

Non-Crash in Road
- ○ Overturn
- ○ Jackknife
- ○ Fell from vehicle
- ○ Other

Crash of MV in Road with
- ○ Pedestrian
- ○ Parked Vehicle
- ○ Train
- ○ Bicyclist
- ○ Deer
- ○ Animal (other than deer)

Fixed Object
- ○ Bridge/Culvert
- ○ Embankment/Ditch/Curb
- ○ Guardrail/Median Barrier
- ○ Tree
- ○ Utility pole/light support
- ○ Other fixed object
- ○ Sign Post
- ○ Signal standard

Non-Fixed Object
- ○ Building/Other Structure
- ○ Maint. Equip. - Not Moving
- ○ Maint. Equip. - Moving
- ○ Other non-fixed object

G22. Crash Location
- ● Roadway
- ○ Off-Roadway
- ○ Median
- ○ Roadside
- ○ Shoulder
- ○ Parking Lot
- ○ Gore

G23. Intersection Type
- ● None
- ○ Four-way Inter
- ○ T - Intersection
- ○ Crossover
- ○ Driveway
- ○ Five-point or more
- ○ Off Ramp
- ○ On Ramp
- ○ Path/Trail
- ○ RR Xing
- ○ Traffic Circle/Round
- ○ Y - Intersection

G24. Roadway System
- ○ City Street
- ○ State Highway
- ○ U.S. Highway
- ○ County Road
- ○ Parking Lot/Private Drive
- ● Interstate
- ○ Off Road
- ○ State Park

G25. Light Condition
- ● Daylight
- ○ Dark-Lit
- ○ Dark-Unlit
- ○ Dawn
- ○ Dusk

G26. Road Condition
- ● Dry
- ○ Wet
- ○ Water
- ○ Sand/Mud/Dirt/Oil/Gravel
- ○ Ice
- ○ Slush
- ○ Snow

G27. Weather Condition (2)
- ☒ Clear
- ☐ Blown Debris
- ☐ Rain
- ☐ Fog/Smog/Smoke
- ☐ Cloudy
- ☐ Sleet/Hail
- ☐ High winds
- ☐ Snow

G28. Workzone Relationship
- ● Not Workzone Related
- ○ Within Construction Zone
- ○ Advance Warning Area

G29. Workzone Type (2)
- ☒ None
- ☐ Intermittent or Moving Work
- ☐ Lane Closure
- ☐ Lane Shift/Crossover
- ☐ Shoulder/Median Work
- ☐ Utility

WITNESS(ES)

G30. First Name: — MI: — Last Name:

G31. Address: — G32. Phone Number:

G33. City: — G34. State: — G35. Zip Code:

G36. Sex ○ M ○ F — G37. Age:

G38. First Name: — MI: — Last Name:

G39. Address: — G40. Phone Number:

G41. City: — G42. State: — G43. Zip Code:

G44. Sex ○ M ○ F — G45. Age:

G46. Badge Number: K-42

G47. Investigating Officer Name (Please Print): TROOPER CHARLES DALE

G48. Officer Signature: TROOPER CHARLES DALE

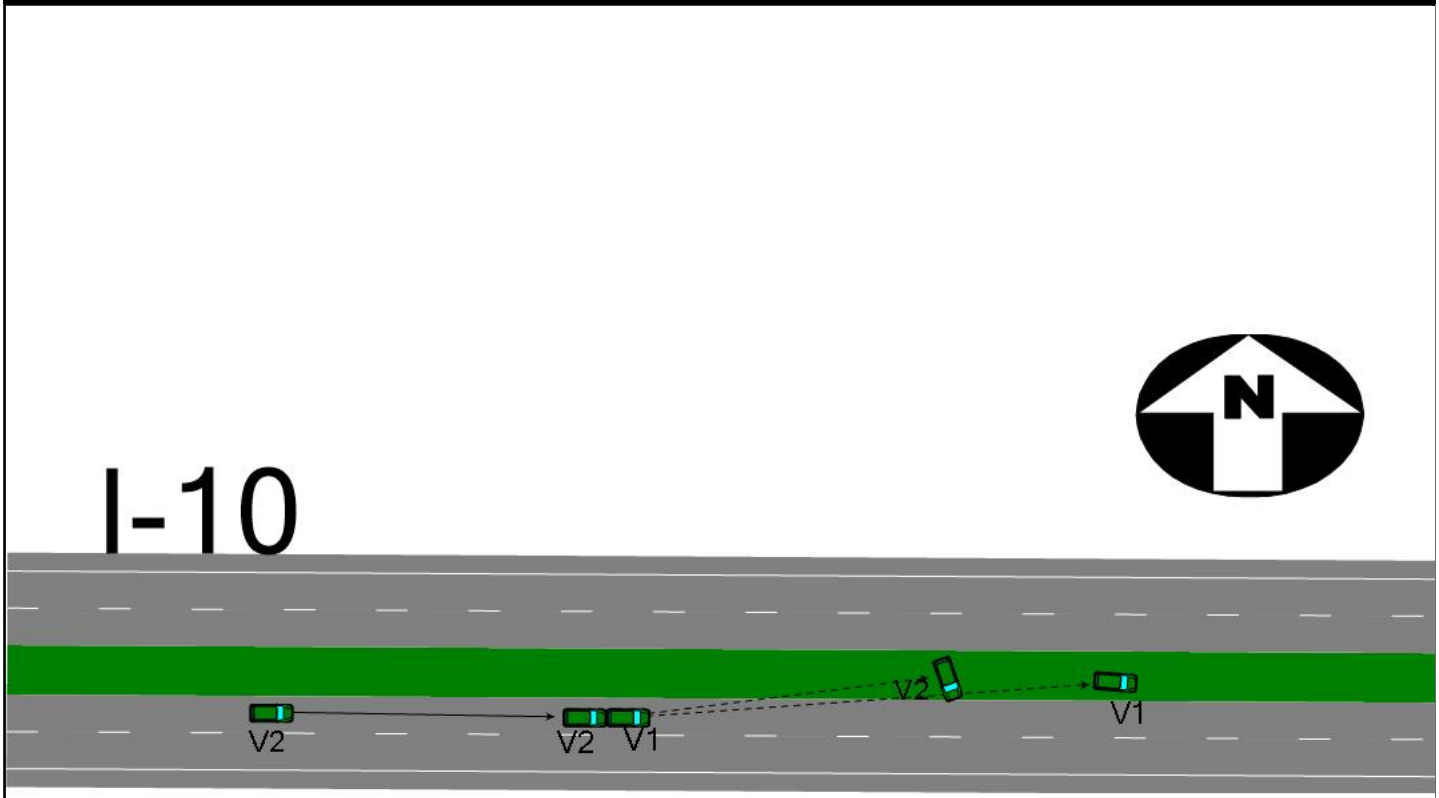
G49. Reviewing Badge Number: K006

G50. Reviewing Officer Initials: EL

G51. Photos Taken: ● Y ○ N

G52. Photographer and Badge #: DARRIS ECHELES, K-10

N1. Collision Diagram



N2. Collision Narrative

V1 WAS EASTBOUND IN THE LEFT LANE ON I-10. V2 WAS EASTBOUND ON I-10 IN THE LEFT LANE. V1 BEGAN TO SLOW DOWN. THE FRONT OF V2 COLLIDED WITH THE REAR OF V1. V1 CAME TO FINAL REST OFF ROAD LEFT, FACING EAST. V2 CAME TO FINAL REST OFF ROAD LEFT, FACING SOUTHEAST.

MUCR Person/Occupant

V0. Veh. # 01 | P0. Person # 01 | Agency Number 9030 — Agency Case Number 08013019000 4 | Page 03 of 06

P1. Person Type: (●) LE | ( ) Driver | ( ) Pedestrian | ( ) Bicyclist | ( ) Skater | ( ) Other non-motorist | ( ) Train Engineer | ( ) Hit and Run Driver

P2. Driver License# 801405544

P3. State MS

P5. DOB (MM/DD/YYYY) 03 / 06 / 1982

P6. First Name DAVID | MI T | Last Name BEVER

P7. Address 1433 WHITE WOOD RD

P8. Phone Number

P9. City GAUTIER | P10. State MS | P11. Zip Code 39553

P4. Driver's License Class
Regular Operator: (●) Regular Operator | ( ) Motorcycle | ( ) Class D (MS only)
CDL Class: ( ) A | ( ) B | ( ) C

P12. DL Status: (●) Valid | ( ) Suspended - DUI | ( ) No License | ( ) Learner Permit | ( ) Expired | ( ) Improper DL | ( ) Suspended | ( ) Other

P22. Safety Equip. (2): (X) Shoulder & Lap Belt | ( ) None | ( ) Lap Belt | ( ) Automated Restraint | ( ) Shoulder Belt | ( ) Child Safety Seat | ( ) Helmet

P23. Injury Type: ( ) None | (●) Complaint of Pain | ( ) Moderate | ( ) Life Threatening | ( ) Killed

P24. Ejection: (●) Not | ( ) Partially | ( ) Totally

P25. Extricated: (●) N | ( ) Y

P26. Sex: (●) M | ( ) F

P27. Race: (●) White | ( ) Hispanic | ( ) Black | ( ) Other

P28. Position: (●) Left | ( ) Center | ( ) Right

P29. Airbag: ( ) Deployed - Front | (●) Not Deployed | ( ) Deployed - Side | ( ) No Airbag | ( ) Deployed - Both

P13. Cited: ( ) Y | (●) N | ( ) P
P14. Ticket #: 1 | 2
P15. Offense: 1 | 2

P16. Xport: (●) Not Transported | ( ) Police | ( ) Hearse | ( ) EMS | ( ) Private Vehicle
P17. EMS Agency Code
P18. Medical Facility Code

P19. Condition: (●) No Defects Apparent | ( ) Unknown | ( ) Hit and Run | ( ) Drinking - Not impaired | ( ) Drinking - Impaired | ( ) Fell Asleep/Fainted/Fatigue | ( ) Obviously Intoxicated | ( ) Physical Impairment | ( ) Affected by Exhaust Fumes | ( ) Using Drugs - Impaired | ( ) Using Drugs - Not Impaired | ( ) Pending Lab Results

P20. Non-Motorist Action: ( ) Unknown | ( ) Entering/Crossing Roadway | ( ) Walking/running/playing/cycling | ( ) Working | ( ) Pushing vehicle | ( ) Approaching/leaving vehicle | ( ) Playing/working on vehicle | ( ) Standing

Alcohol Test Information
P30. Type: ( ) None | ( ) Blood | ( ) Breath | ( ) Serum | ( ) Urine
P31. Status: (●) None given | ( ) Test refused | ( ) Test given | ( ) Test given, pending
P32. Result .

Drug Test Information
P33. Type: (●) None | ( ) Blood | ( ) Serum | ( ) Urine
P34. Status: (●) None given | ( ) Test refused | ( ) Test given, pending | ( ) Test given
P35. Cell: Cellular Phone In Use? ( ) Y | (●) N

P21. Contributing Circumstance (3):
(X) No Apparent Improper Driving
( ) Failed to Yield Right of Way
( ) Following Too Closely
( ) Speed Too Fast For Conditions
( ) Driving Under The Influence
( ) Animal on Roadway
( ) Faulty Equipment
( ) Exceeded Lawful Speed
( ) Improper Passing/Overtaking
( ) Made Improper Turn
( ) Left of Center
( ) Failure to keep proper lane/Run off road
( ) Avoidance
( ) Drove on Wrong Side of Road
( ) Fatigued/Asleep
( ) Illegally Crossing Median
( ) Improper Lane Change
( ) Lying and/or illegally in roadway
( ) Not Visible (Dark Clothing)
( ) Operating Defective Equipment
( ) Passed Stop Sign
( ) Pedestrian Actions
( ) Ran Red Light
( ) Roadway Defects
( ) Visibility Obstructed
( ) Improper Backing
( ) See Crash Description

Occupant

00. Vehicle # | 01. First Name | MI | Last Name
02. Address Same as Person #
03. Address
04. City | 05. State
Unborn Child ( )

06. Position: ( ) Front-Driver | ( ) Front-Middle | ( ) Front-right | ( ) 2nd-left | ( ) 2nd-middle | ( ) 2nd-right | ( ) 3rd-left | ( ) 3rd-middle | ( ) 3rd-right | ( ) Sleeper of Truck Cab | ( ) Encl. Pass./Cargo Area | ( ) Unencl. Pass./Cargo Area | ( ) Riding on Exterior | ( ) Towed Vhcl./Trailer
07. Safety Equip. (2): ( ) Shoulder and Lap Belt | ( ) None | ( ) Lap Belt | ( ) Automated Restraint | ( ) Shoulder Belt | ( ) Child Safety Seat | ( ) Helmet
08. Sex: ( ) M | ( ) F
09. Race: ( ) White | ( ) Hispanic | ( ) Black | ( ) Other
010. Age
011. Extricated: ( ) N | ( ) Y
012. Ejection: ( ) Not | ( ) Partially | ( ) Totally
013. Injury Type: ( ) None | ( ) Life Threatening | ( ) Complaint of Pain | ( ) Moderate | ( ) Killed
014. Airbag: ( ) Deployed - Front | ( ) Not Deployed | ( ) Deployed - Side | ( ) No Airbag | ( ) Deployed - Both
015. Xport: ( ) Not Transported | ( ) Police | ( ) Hearse | ( ) EMS | ( ) Private Vehicle
016. EMS Agency Code
017. Medical Facility Code

Occupant

00. Vehicle # | 01. First Name | MI | Last Name
02. Address Same as Person #
03. Address
04. City | 05. State
Unborn Child ( )

06. Position: ( ) Front-Driver | ( ) Front-Middle | ( ) Front-right | ( ) 2nd-left | ( ) 2nd-middle | ( ) 2nd-right | ( ) 3rd-left | ( ) 3rd-middle | ( ) 3rd-right | ( ) Sleeper of Truck Cab | ( ) Encl. Pass./Cargo Area | ( ) Unencl. Pass./Cargo Area | ( ) Riding on Exterior | ( ) Towed Vhcl./Trailer
07. Safety Equip. (2): ( ) Shoulder and Lap Belt | ( ) None | ( ) Lap Belt | ( ) Automated Restraint | ( ) Shoulder Belt | ( ) Child Safety Seat | ( ) Helmet
08. Sex: ( ) M | ( ) F
09. Race: ( ) White | ( ) Hispanic | ( ) Black | ( ) Other
010. Age
011. Extricated: ( ) N | ( ) Y
012. Ejection: ( ) Not | ( ) Partially | ( ) Totally
013. Injury Type: ( ) None | ( ) Life Threatening | ( ) Complaint of Pain | ( ) Moderate | ( ) Killed
014. Airbag: ( ) Deployed - Front | ( ) Not Deployed | ( ) Deployed - Side | ( ) No Airbag | ( ) Deployed - Both
015. Xport: ( ) Not Transported | ( ) Police | ( ) Hearse | ( ) EMS | ( ) Private Vehicle
016. EMS Agency Code
017. Medical Facility Code

MUCR Vehicle

V0. Vehicle: 01 | V1. Total Occupants: 01 | Agency Number: 9030 | Agency Case Number: 08013019000004 | Page 04 of 06

Vehicle Information

V. VIN: 1FM5K8AR6JGA57822

V2. State: MS | V3. Year: 2019 | V3a. Non-Expiring: ☐ | V4. License Plate Number: G79622 | V9. Damage: H ● L ○ N ○

V5. Make: FORD | V6. Model Year: 2018 | V10. Speed Zone: 70

V7. Vehicle Model: EXPLORER | V8. Vehicle Color: GRAY | V11. Est. Speed: 55

Owner Information

Same as Driver ☐

V12. Owner Name: CITY OF GAUTIER

V13. Address: 3330 HIGHWAY 90

V14. City: GAUTIER | V15. State: MS | V16. Zip Code: 39553

V17. No Proof of Insurance ☐ | V18. Insurance Company Name: TRIDENT INSURANCE | V19. Policy Number: BA4639204

V20. Sequence of Events

	Collision w/ Person, Vehicle/Non-fixed Object	Non-Collision	Collision w/ Fixed Object
1	● Moving Vehicle	● Off roadway/Left	
2			
3			
4			

Collision w/ Person, Vehicle/Non-fixed Object: ○ Animal, ○ Bicyclist, ○ Maintenance Equip., ○ Parked Vehicle, ○ Pedestrian, ○ Train, ○ Slowing Vehicle, ○ Stopped Vehicle in Road, ○ Other Moveable Object

Non-Collision: ○ Cargo Loss/Shift, ○ Crossover, ○ Equipment Failure, ○ Fell/Jump from Vehicle, ○ Fire/Explosion, ○ Immersion, ○ Jackknife, ○ Median/Centerline, ○ Thrown/Falling Object, ● Off roadway/Left, ○ Off roadway/Right, ○ Overturn/Rollover, ○ Unit Separation, ○ Over Correcting/Steering, ○ Downhill runaway

Collision w/ Fixed Object: ○ Attenuator/Cushion, ○ Bridge Structure, ○ Culvert, ○ Curb, ○ Ditch, ○ Embankment, ○ Fence, ○ Guardrail, ○ Mailbox, ○ Median Barrier, ○ Post/Pole/Support, ○ Tree, ○ Other Fixed Object

V20a. State Property

Vehicle Damaged/Destroyed State Property? ○ Y ● N

V20b. Damaged Property

State Property Damaged (Select all that apply):

☐ Signage ☐ Cable Barrier
☐ Signals ☐ Concrete Barrier
☐ Lighting ☐ Other Concrete Structure
☐ Guardrail ☐ Other (See Narrative)

V21. Vehicle Action

○ Going Straight ○ Avoidance
○ Making Left Turn ○ Lane Change
○ Stopped ○ Leaving Parking
● Slow/Stop in Road ○ Overtaking/Passing
○ Parked ○ Parking Position
○ Backing ○ Making U Turn
○ Making Right Turn ○ In Tow

V22. Vehicle Type

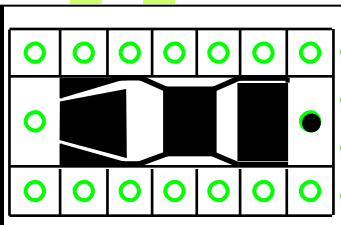
○ Passenger Car ○ Bus
○ Pickup Truck ○ Truck/Tractor/Trailer(s)
● SUV ○ Farm Tractor
○ Van/Stationwagon ○ Farm Equipment
○ Pvt Veh Towing Trailer ○ Emergency Vehicle
○ Motorcycle ○ Other
○ RV ○ Unknown Truck
○ ATV ○ Train

V22a. Hazmat Placard/Cargo? ○ Yes ● No

V22b. Bus Use

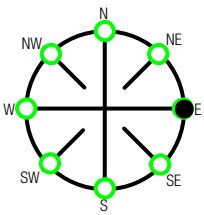
○ School (Public/Private)
○ Charter
○ Transit
○ Intercity
○ Other

V23. Initial Contact



○ Under ○ Overturn ○ None ○ Other

V24. Direction of Travel



V25. Bikeway Type

● None ○ Right only ○ Left Only ○ Both Sides ○ Separate ○ Signed

V26. Traffic Control Device

○ Channel-Painted ○ Officer
○ Channel-Physical ○ RR Flashing Signal
○ Flag Person ○ RR Signal & Gate
○ Flashing Signal (Red) ○ Signal
○ Flashing Signal (Yellow) ○ Stop Sign
○ No Passing ○ Railroad Sign
● None ○ Yield Sign

V27. Device Functioning? ○ Yes ○ No

V28. Road Character

● Straight/Level ○ Bridge
○ Intersect two roads ○ Private Drive
○ Straight/Grade ○ Curve/Hillcrest
○ Curve/Level ○ Crossover
○ Straight/Hillcrest ○ Begin/End Divided Road
○ Curve/Grade ○ One-Way

V29. Road Design

○ 2 Lane ○ 3 Lane
● 4+ Lane ○ Frontage/Ramp
○ Parking Lot ○ One Way
○ 1 Lane ○ Unpaved

V30. Divided? ● Yes ○ No

V31. Center Turn Lane? ○ Yes ● No

V32. Road Surface Type

● Asphalt
○ Concrete
○ Dirt
○ Gravel
○ Other - See Narrative

V33. Towed? ● Yes ○ No | V33a. Due to Disabling Damage?: ● Yes ○ No | V34. Authority: ○ Owner ● Police ○ Other | V35. Towed By: COLLISION DEPOT

Commercial Vehicle

C1. Carrier ID Number: | C2. Authority: ○ US DOT ○ State ○ Mexico ○ MC ○ Canada

C3. Carrier Name

C4. Carrier Address

C5. City | C6. State | C7. Zip Code

C8. GVWR/GCWR
○ 10,000 lbs or less
○ 10,001 lbs to 26,000 lbs
○ Greater than 26,000 lbs

C9. Cargo Body Type

○ Auto transporter ○ Cargo tank ○ Pole
○ Bus (seats 9-15 incl. driver) ○ Flatbed ○ Log
○ Bus (seats 16 or >, incl. driver) ○ Garbage/refuse ○ Dump
○ Vehicle Towing Motor Vehicle ○ Intermodal ○ Other
○ Van/enclosed box ○ Concrete Mixer ○ None
○ Grain/chips/gravel

C10. Commodity Hauled

C11. Placard ID | C12. HAZMAT Released ○ Yes ○ No

C13. Vehicle Configuration

○ Passenger Car (only if has HM Placard) ○ Truck/Trailer(s) (Single-Unit Truck with Trailer(s))
○ Light Truck (only if has HM Placard) ○ Truck/Tractor (Bobtail)
○ Bus (seats 9-15 incl. driver) ○ Truck/Semi-Trailer(one trailer)
○ Bus (seats 16 or more, incl. driver) ○ Tractor/Doubles(two trailers)
○ Single-Unit Truck (2 axles, 6 tires) ○ Tractor/Triples (three trailers)
○ Single-Unit Truck (3 or more axles) ○ Other Heavy Truck (> 10,000 lbs)

C14. Carrier Types
○ Intrastate ○ Not in Commerce - Other Truck or Bus
○ Interstate ○ Not in Commerce - Government
○ Other Operations/Not Specified

MUCR Person/Occupant

V0. Veh. # 02 | P0. Person # 02 | Agency Number 9030 | Agency Case Number 08013019000 4 | Page 05 of 06

P1. Person Type: (●) Driver ( ) Pedestrian ( ) Bicyclist ( ) Skater ( ) Other non-motorist ( ) Train Engineer ( ) Hit and Run Driver ( ) LE

P2. Driver License#: 801829720

P3. State: MS

P4. Driver's License Class: Regular Operator: (●) Regular Operator ( ) Motorcycle ( ) Class D (MS only) | CDL Class: ( ) A ( ) B ( ) C

P5. DOB (MM/DD/YYYY): 01/07/1968

P6. First Name: GREGORY | MI: T | Last Name: SCHAUGER

P7. Address: 13320 LARKIN DR

P8. Phone Number: 2282439548

P9. City: BILOXI | P10. State: MS | P11. Zip Code: 39532

P12. DL Status: (●) Valid ( ) Suspended - DUI ( ) No License ( ) Learner Permit ( ) Expired ( ) Improper DL ( ) Suspended ( ) Other

P13. Cited: (●) Y ( ) N ( ) P

P14. Ticket #: 1 20225735 | 2 20225735

P15. Offense: 1 63.3.805 | 2 63.15.4

P16. Xport: (●) Not Transported ( ) Police ( ) Hearse ( ) EMS ( ) Private Vehicle

P17. EMS Agency Code:

P18. Medical Facility Code:

P19. Condition: (●) No Defects Apparent ( ) Unknown ( ) Hit and Run ( ) Drinking - Not impaired ( ) Drinking - Impaired ( ) Fell Asleep/Fainted/Fatigue ( ) Obviously Intoxicated ( ) Physical Impairment ( ) Affected by Exhaust Fumes ( ) Using Drugs - Impaired ( ) Using Drugs - Not Impaired ( ) Pending Lab Results

P20. Non-Motorist Action: ( ) Unknown ( ) Entering/Crossing Roadway ( ) Walking/running/playing/cycling ( ) Working ( ) Pushing vehicle ( ) Approaching/leaving vehicle ( ) Playing/working on vehicle ( ) Standing

P21. Contributing Circumstance (3):
- [ ] No Apparent Improper Driving
- [x] Failed to Yield Right of Way
- [ ] Following Too Closely
- [ ] Speed Too Fast For Conditions
- [ ] Driving Under The Influence
- [ ] Animal on Roadway
- [ ] Faulty Equipment
- [ ] Exceeded Lawful Speed
- [ ] Improper Passing/Overtaking
- [ ] Made Improper Turn
- [ ] Left of Center
- [ ] Failure to keep proper lane/Run off road
- [ ] Avoidance
- [ ] Drove on Wrong Side of Road
- [ ] Fatigued/Asleep
- [ ] Illegally Crossing Median
- [ ] Improper Lane Change
- [ ] Lying and/or illegally in roadway
- [ ] Not Visible (Dark Clothing)
- [ ] Operating Defective Equipment
- [ ] Passed Stop Sign
- [ ] Pedestrian Actions
- [ ] Ran Red Light
- [ ] Roadway Defects
- [ ] Visibility Obstructed
- [ ] Improper Backing
- [ ] See Crash Description

P22. Safety Equip. (2): [x] Shoulder & Lap Belt [ ] None [ ] Lap Belt [ ] Automated Restraint [ ] Shoulder Belt [ ] Child Safety Seat [ ] Helmet

P23. Injury Type: ( ) None (●) Complaint of Pain ( ) Moderate ( ) Life Threatening ( ) Killed

P24. Ejection: (●) Not ( ) Partially ( ) Totally

P25. Extricated: (●) N ( ) Y

P26. Sex: (●) M ( ) F

P27. Race: (●) White ( ) Hispanic ( ) Black ( ) Other

P28. Position: (●) Left ( ) Center ( ) Right

P29. Airbag: (●) Deployed - Front ( ) Not Deployed ( ) Deployed - Side ( ) No Airbag ( ) Deployed - Both

Alcohol Test Information

P30. Type: (●) None ( ) Serum ( ) Blood ( ) Urine ( ) Breath

P31. Status: (●) None given ( ) Test given ( ) Test refused ( ) Test given, pending

P32. Result: .

Drug Test Information

P33. Type: (●) None ( ) Serum ( ) Blood ( ) Urine

P34. Status: (●) None given ( ) Test given, pending ( ) Test refused ( ) Test given

P35. Cell: Cellular Phone In Use? ( ) Y (●) N

Occupant

O0. Vehicle #: | O1. First Name | MI | Last Name

O2. Address Same as Person #: | O3. Address

O4. City | O5. State | Unborn Child [ ]

O6. Position: ( ) Front-Driver ( ) Front-Middle ( ) Front-right ( ) 2nd-left ( ) 2nd-middle ( ) 2nd-right ( ) 3rd-left ( ) 3rd-middle ( ) 3rd-right ( ) Sleeper of Truck Cab ( ) Encl. Pass./Cargo Area ( ) Unencl. Pass./Cargo Area ( ) Riding on Exterior ( ) Towed Vhcl./Trailer

O7. Safety Equip. (2): [ ] Shoulder and Lap Belt [ ] None [ ] Lap Belt [ ] Automated Restraint [ ] Shoulder Belt [ ] Child Safety Seat [ ] Helmet

O8. Sex: ( ) M ( ) F

O9. Race: ( ) White ( ) Hispanic ( ) Black ( ) Other

O10. Age | ( ) M ( ) Y

O11. Extricated: ( ) N ( ) Y

O12. Ejection: ( ) Not ( ) Partially ( ) Totally

O13. Injury Type: ( ) None ( ) Life Threatening ( ) Complaint of Pain ( ) Moderate ( ) Killed

O14. Airbag: ( ) Deployed - Front ( ) Not Deployed ( ) Deployed - Side ( ) No Airbag ( ) Deployed - Both

O15. Xport: ( ) Not Transported ( ) Police ( ) Hearse ( ) EMS ( ) Private Vehicle

O16. EMS Agency Code | O17. Medical Facility Code

Occupant

O0. Vehicle #: | O1. First Name | MI | Last Name

O2. Address Same as Person #: | O3. Address

O4. City | O5. State | Unborn Child [ ]

O6. Position: ( ) Front-Driver ( ) Front-Middle ( ) Front-right ( ) 2nd-left ( ) 2nd-middle ( ) 2nd-right ( ) 3rd-left ( ) 3rd-middle ( ) 3rd-right ( ) Sleeper of Truck Cab ( ) Encl. Pass./Cargo Area ( ) Unencl. Pass./Cargo Area ( ) Riding on Exterior ( ) Towed Vhcl./Trailer

O7. Safety Equip. (2): [ ] Shoulder and Lap Belt [ ] None [ ] Lap Belt [ ] Automated Restraint [ ] Shoulder Belt [ ] Child Safety Seat [ ] Helmet

O8. Sex: ( ) M ( ) F

O9. Race: ( ) White ( ) Hispanic ( ) Black ( ) Other

O10. Age | ( ) M ( ) Y

O11. Extricated: ( ) N ( ) Y

O12. Ejection: ( ) Not ( ) Partially ( ) Totally

O13. Injury Type: ( ) None ( ) Life Threatening ( ) Complaint of Pain ( ) Moderate ( ) Killed

O14. Airbag: ( ) Deployed - Front ( ) Not Deployed ( ) Deployed - Side ( ) No Airbag ( ) Deployed - Both

O15. Xport: ( ) Not Transported ( ) Police ( ) Hearse ( ) EMS ( ) Private Vehicle

O16. EMS Agency Code | O17. Medical Facility Code

MUCR Vehicle

V0. Vehicle: 02 | V1. Total Occupants: 01 | Agency Number: 9030 | Agency Case Number: 080130190004 | Page 06 of 06

Vehicle Information

V. VIN: 3C4PDCAB5FT649745

V2. State: MS | V3. Year: 2019 | V3a. Non-Expiring: ☐ | V4. License Plate Number: DBC4581 | V9. Damage: H ● L ○ N ○

V5. Make: DODGE | V6. Model Year: 2015 | V10. Speed Zone: 70

V7. Vehicle Model: JOURNEY | V8. Vehicle Color: WHIT | V11. Est. Speed: 70

Owner Information

Same as Driver: ☒

V12. Owner Name: GREGORY T SCHAUGER

V13. Address: 13320 LARKIN DR

V14. City: BILOXI | V15. State: MS | V16. Zip Code: 39532

V17. No Proof of Insurance: ☒ | V18. Insurance Company Name: | V19. Policy Number:

V20. Sequence of Events

	Collision w/ Person, Vehicle/Non-fixed Object	Non-Collision	Collision w/ Fixed Object
1	○ Animal	○ Cargo Loss/Shift	○ Attenuator/Cushion
2	○ Bicyclist	○ Crossover	○ Bridge Structure
3	○ Maintenance Equip.	○ Equipment Failure	○ Culvert
4	● Moving Vehicle	○ Fell/Jump from Vehicle	○ Curb
	○ Parked Vehicle	○ Fire/Explosion	○ Ditch
	○ Pedestrian	○ Immersion	○ Embankment
	○ Train	○ Jackknife	○ Fence
	○ Slowing Vehicle	○ Median/Centerline	○ Guardrail
	○ Stopped Vehicle in Road	○ Thrown/Falling Object	○ Mailbox
	○ Other Moveable Object	● Off roadway/Left	○ Median Barrier
		○ Off roadway/Right	○ Post/Pole/Support
		○ Overturn/Rollover	○ Tree
		○ Unit Separation	○ Other Fixed Object
		○ Over Correcting/Steering	
		○ Downhill runaway	

V20a. State Property

Vehicle Damaged/Destroyed State Property? ○ Y ● N

V20b. Damaged Property

State Property Damaged (Select all that apply):

☐ Signage ☐ Cable Barrier
☐ Signals ☐ Concrete Barrier
☐ Lighting ☐ Other Concrete Structure
☐ Guardrail ☐ Other (See Narrative)

V21. Vehicle Action

● Going Straight ○ Avoidance
○ Making Left Turn ○ Lane Change
○ Stopped ○ Leaving Parking
○ Slow/Stop in Road ○ Overtaking/Passing
○ Parked ○ Parking Position
○ Backing ○ Making U Turn
○ Making Right Turn ○ In Tow

V22. Vehicle Type

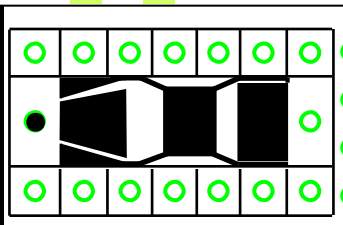
○ Passenger Car ○ Bus
○ Pickup Truck ○ Truck/Tractor/Trailer(s)
● SUV ○ Farm Tractor
○ Van/Stationwagon ○ Farm Equipment
○ Pvt Veh Towing Trailer ○ Emergency Vehicle
○ Motorcycle ○ Other
○ RV ○ Unknown Truck
○ ATV ○ Train

V22a. Hazmat Placard/Cargo? ○ Yes ● No

V22b. Bus Use

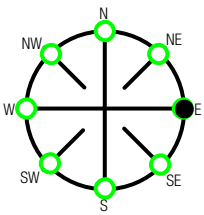
○ School (Public/Private)
○ Charter
○ Transit
○ Intercity
○ Other

V23. Initial Contact



○ Under
○ Overturn
○ None
○ Other

V24. Direction of Travel



V25. Bikeway Type

● None
○ Right only
○ Left Only
○ Both Sides
○ Separate
○ Signed

V26. Traffic Control Device

○ Channel-Painted ○ Officer
○ Channel-Physical ○ RR Flashing Signal
○ Flag Person ○ RR Signal & Gate
○ Flashing Signal (Red) ○ Signal
○ Flashing Signal (Yellow) ○ Stop Sign
○ No Passing ○ Railroad Sign
● None ○ Yield Sign

V27. Device Functioning? ○ Yes ○ No

V28. Road Character

● Straight/Level ○ Bridge
○ Intersect two roads ○ Private Drive
○ Straight/Grade ○ Curve/Hillcrest
○ Curve/Level ○ Crossover
○ Straight/Hillcrest ○ Begin/End Divided Road
○ Curve/Grade ○ One-Way

V29. Road Design

○ 2 Lane ○ 3 Lane
● 4+ Lane ○ Frontage/Ramp
○ Parking Lot ○ One Way
○ 1 Lane ○ Unpaved

V30. Divided? ● Yes ○ No

V31. Center Turn Lane? ○ Yes ● No

V32. Road Surface Type

● Asphalt
○ Concrete
○ Dirt
○ Gravel
○ Other - See Narrative

V33. Towed? ● Yes ○ No | V33a. Due to Disabling Damage?: ● Yes ○ No | V34. Authority: ○ Owner ● Police ○ Other | V35. Towed By: BYRDS

Commercial Vehicle

C1. Carrier ID Number: | C2. Authority: ○ US DOT ○ State ○ Mexico ○ MC ○ Canada

C3. Carrier Name:

C4. Carrier Address:

C5. City: | C6. State: | C7. Zip Code:

C8. GVWR/GCWR
○ 10,000 lbs or less
○ 10,001 lbs to 26,000 lbs
○ Greater than 26,000 lbs

C9. Cargo Body Type

○ Auto transporter ○ Cargo tank ○ Pole
○ Bus (seats 9-15 incl. driver) ○ Flatbed ○ Log
○ Bus (seats 16 or >, incl. driver) ○ Garbage/refuse ○ Dump
○ Vehicle Towing Motor Vehicle ○ Intermodal ○ Other
○ Van/enclosed box ○ Concrete Mixer ○ None
○ Grain/chips/gravel

C10. Commodity Hauled:

C11. Placard ID: | C12. HAZMAT Released ○ Yes ○ No

C13. Vehicle Configuration

○ Passenger Car (only if has HM Placard) ○ Truck/Trailer(s) (Single-Unit Truck with Trailer(s))
○ Light Truck (only if has HM Placard) ○ Truck/Tractor (Bobtail)
○ Bus (seats 9-15 incl. driver) ○ Truck/Semi-Trailer(one trailer)
○ Bus (seats 16 or more, incl. driver) ○ Tractor/Doubles(two trailers)
○ Single-Unit Truck (2 axles, 6 tires) ○ Tractor/Triples (three trailers)
○ Single-Unit Truck (3 or more axles) ○ Other Heavy Truck (> 10,000 lbs)

C14. Carrier Types

○ Intrastate ○ Not in Commerce - Other Truck or Bus
○ Interstate ○ Not in Commerce - Government
○ Other Operations/Not Specified

G 79622
GOVERNMENT

G 79622
GOVERNMENT
POLICE
GAUTIER
DIAL
911

POLICE
GAUTIER
DIAL
911

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

RESOLUTION NUMBER 015-2019

RESOLUTION OF THE CITY OF GAUTIER, MISSISSIPPI REMOVING POLICE DEPARTMENT EQUIPMENT FROM INVENTORY AND DECLARING EQUIPMENT SURPLUS

WHEREAS, the Gautier Police Department is requesting the following equipment be removed from inventory and declared surplus: Dell Monitor Sn# CN-OTP219-64180-81F-ORVL, RCA Television Sn# 3413-LE32G30-B410227 (406), Bunn Coffee Maker SN# A100047006 (459) and an American Aluminium Police K-9 Kennel (2743); and

WHEREAS, the Mayor and Members of the Council have determined that, given the age and condition of the equipment, removal from inventory and declaring surplus, is in the best interest of the City of Gautier.

BE IT, THEREFORE, RESOLVED by the Mayor and Council of the City of Gautier, Mississippi that the referenced equipment is hereby removed from inventory and declared surplus.

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

The motion to approve the foregoing resolution was made by **Councilwoman Martin,** seconded by **Councilman Jackson,** and the following vote was recorded:

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

NAYS: **None**

ABSENT: **Cameron George**

WHEREUPON, the Mayor and Members of the Council of the City of Gautier, Mississippi, declared the motion carried and the Resolution adopted this the 2nd April, 2019.

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 2, 2019.

CITY OF GAUTIER
MEMORANDUM

To:	Paula Yancey, City Manager
From:	Danny Selover, Police
Date:	3/20/2019
Subject:	Authorization to remove a Dell Monitor, RCA Television, Bunn Coffee Maker and a American Aluminum police K9 kennel from the Police Department inventory and declare surplus

---

REQUEST:

City Council authorization is requested for the City to remove a Dell Monitor, SN# CN-OTP219-64180-81F-ORVL, RCA Television, SN# 3413-LE32G30-B410227 (406), Bunn Coffee Maker, SN# A100047006 (459), and a American Aluminum Police K-9 Kennel (2743) from the Police Department Inventory.

BACKGROUND:

The Dell monitor was utilized in the booking area, the television was utilized in the Lieutenants Office. The Coffee Maker was utilized in the Police Department kitchen and had recently quit working. The K-9 Kennel was being utilized in the Police K-9 Unit that was involved in a vehicle crash on January 30, 2019. The K-9 kennel was won by Lieutenant David Bever in a raffle during a National K-9 competition in Foley, Alabama. Lieutenant Bever donated the kennel to the Gautier Police Department in November 2017.

DISCUSSION:

All items have been replaced.

RECOMMENDATION:

Police Department Staff recommends the City Council authorize the removal of the above described items from the Police Department Inventory and declare as surplus.

ATTACHMENTS:

1. Consent Agenda Item 3 - Pics (Monitor, Television)
2. Consent Agenda Item 3 - Pic (Coffee Maker)
3. Consent Agenda Item 3- Resolution for Authorizaton to remove police dept equipment

CITY OF GAUTIER

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

ORDER NUMBER 065-2019

WHEREAS, on December 4, 2018 the City entered into a lease agreement with David Longstreet 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 consideration for use of the premises, power service, water service, and sewer/trash service; and

WHEREAS, the City has determined that Mr. Longstreet has failed to perform the duties according to the contract signed on December 10, 2018. As such, the Recreation Director issued a letter of intent to terminate the lease and hand delivered to Mr. Longstreet on March 15, 2019; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that termination of the Shepard State Park Mobile Home Lease in accordance with the relevant contract provisions 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 Jackson** and the following vote was recorded:

AYES:	**Phil Torjusen** **Mary Martin** **Richard Jackson** **Casey Vaughan** **Rusty Anderson** **Adam Colledge**
NAYS:	**None**
ABSENT:	**Cameron George**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 2, 2019.

CITY OF GAUTIER
MEMORANDUM

To:	Paula Yancey, City Manager
From:	Chassity Bilbo, Recreation Director
Date:	3/26/2019
Subject:	Approval to terminate a Lease Agreement for the Shepard State Park Mobile Home – David Longstreet

---

~~REQUEST~~:
The Parks & Recreation Department would like to proceed with the termination of a lease agreement between the City of Gautier and David Longstreet who currently resides in the Shepard State Park mobile home effective April 30, 2019.

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. On December 4, 2018 the City entered into an agreement with David Longstreet 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.

DISCUSSION:
The Park Ranger has been verbally counseled on numerous occasions for his failure to perform duties according to the contract signed on December 10, 2018. The Recreation Director issued a letter of intent to terminate the lease and hand delivered it to Mr. Longstreet on March 15, 2019. City Staff met with Mr. Longstreet on March 20th to discuss his job performance and to date, Mr. Longstreet still hasn’t completed any of the park ranger job duties and hasn’t had any contact with the Recreation Department.

~~RECOMMENDATION~~:
Staff recommends that City Council approve the termination of a lease agreement between the City of Gautier and David Longstreet who currently resides in the Shepard State Park mobile home effective April 30, 2019.

The City Council may:

1. Approve the termination of a lease agreement between the City of Gautier and David Longstreet who currently resides in the Shepard State Park Mobile Home effective April 30, 2019 ; or
2. Not approve the termination of a lease agreement between the City of Gautier and David Longstreet who currently resides in the Shepard State Park Mobile Home effective April 30, 2019.

ATTACHMENTS:
1. Consent Agenda Item 4 -Authorization to terminate a lease agreement between the City of Gautier and David Longstreet for the
2. Mobile Home Lease David Longstreet

Updated: 12-12-2017

REAL ESTATE LEASE
SHEPARD STATE PARK MOBILE HOME

This Lease Agreement, entered into and effective this the 4th day of December, 2018 (the effective date), by and between the City of Gautier hereinafter called the Property Manager or Lessor or the Landlord, and David Longstreet, 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
- Empting 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 untenantable. 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:

David Longstreet
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: 12/4/18

LESSEE (TENANT):

Dated: 12/10/18

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

ORDER NUMBER 066-2019

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

WHEREAS, the U.S. Department of Agriculture's Natural Resources Conservation Service (NRCS) administers the EWP Program; and

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

WHEREAS, the grant can be used to fund 75 percent of the construction amount and 7.5 percent of engineering costs; and

WHEREAS, the city must match 17.5 percent ($40,312.50) of the total project cost; and

WHEREAS, the City has remaining funds provided by Jackson County for the 2017 round of NRCS funding that will cover the local match; and

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

WHEREAS, in order to begin work on this project, the City is required to advertise the project for bids; and

WHEREAS, the attached advertisement will run in the Sun Herald on dates that determined at a will be later date; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to advertise for bids for the NRCS Drainage Grant Project.

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

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

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

NAYS: **None**

ABSENT: **Cameron George**

_____

MAYOR

ATTEST:

_____

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 2, 2019.

CITY OF GAUTIER
MEMORANDUM

To:	Paula Yancey, City Manager
From:	April Havens, Grants Administrator
Date:	3/26/2019
Subject:	Authorization to Advertise for Bid for the NRCS Drainage Grant Project (2018 Round of Funding)

REQUEST:

The Grants and Projects Department requests City Council authorization to advertise for bid on the NRCS drainage grant project.

BACKGROUND:

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

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

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

DISCUSSION:

This ad will run in the *Sun Herald* on dates that determined at a will be later date

RECOMMENDATION:

The Grants & Projects Department recommends that City Council authorize advertising for bid for the NRCS drainage grant project.

The City Council may:
1) Approve the advertisement as presented; or
2) Not approve the advertisement as presented.

ATTACHMENTS:

1. Bid Advertisment

NOTICE OF INVITATION FOR BID

Notice is hereby given that the City of Gautier, Mississippi, will receive sealed bids at City Hall, City of Gautier, 3330 Highway 90, Gautier, Mississippi 39533 until ___ p.m. (CDT) on _____, 2019, for the following:

NATURAL RESOURCES CONSERVATION SERVICE
5 E.W.P. AREAS
GAUTIER, MISSISSIPPI

These bids are invited to perform low impact maintenance removal work of obstructions, hurricane debris, and related sediment from drainage ways and canals in Gautier, Mississippi.

All Bids must be accompanied by a certified check or bank draft payable to the order of The City of Gautier, Mississippi, negotiable U.S. Government bonds (at par value), or a satisfactory Bid bond executed by the Bidder and an acceptable surety, must be submitted in an amount equal to five percent (5%) of the total bid.

All Bids submitted in excess of $50,000.00 by a prime or subcontractor to do any erection, building, construction, repair, maintenance or related work, must comply with Section 31-3-21, Mississippi Code of 1972, by having a current Certificate of Responsibility from the State Board of Public Contractors. The Contractor's classification should include the ability to perform work in regards Municipal and Public Works projects.

Bid documents are being made available via paper copy or digital copy (CD). All Prospective Bidders and Plan Holders are required to register for an account and log-in at www.SeymourEngPlans.com. At this site, plans can be viewed at no charge or physically purchased. All Prospective Bidders and Plan Holders must have a valid email address for registration. Purchased bid documents are non-refundable and must be purchased through the website. A view only copy of the plans, specifications, and proposal documents are also available at the office of Seymour Engineering, 925 Tommy Munro Drive, Suite G, Biloxi, Mississippi. The Seymour Engineering Project Manager is Reed Bryant, P.E. and can be contacted at the listed address or at (228) 385-2350 regarding the project. Plans and Contract Documents may be examined online or at the office of Seymour Engineering during regular business hours (8:00 a.m. – 5:00 p.m., Monday – Friday).

Bids may be submitted via envelope or electronically at www.SeymourEngPlans.com until the time specified. Bids received after the specified time will be returned unopened. Bids submitted by envelope must be addressed to SHERRY FARABEE, PURCHASING AGENT, City of Gautier, City Hall, 3330 Highway 90, Gautier, Mississippi 39533 and designated as Bid for:

NATURAL RESOURCES CONSERVATION SERVICE
5 E.W.P. AREAS
GAUTIER, MISSISSIPPI

The current Certificate of Responsibility Number shall be indicated on the exterior of the sealed bid envelope in order to be opened. All Bids submitted for $50,000 or less shall be so marked on the exterior of the sealed bid envelope.

The City of Gautier reserves the right to reject any and all bids received and to award said bid in the best interest of the City. Bids may be held for a period not to exceed sixty (60) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of Bidders, prior to awarding of the Contract.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2019.

_____
PAULA YANCEY, CITY MANAGER
CITY OF GAUTIER
3330 US-90
GAUTIER, MS 39553

Run 2 times - _/_/2019
- _/_/2019
Open - _/_/2019

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

ORDER NUMBER 067-2019

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from Recessed Council Meeting held March 19, 2019 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 Jackson** and the following vote was recorded:

AYES:	**Phil Torjusen** **Mary Martin** **Richard Jackson** **Casey Vaughan** **Rusty Anderson** **Adam Colledge**
NAYS:	**None**
ABSENT:	**Cameron George**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 2, 2019.

Councilman Vaughan made the motion to recess until April 16, 2019 at 6:30 PM. **Councilwoman Martin** seconded the motion. The vote was carried unanimously. Absent was Councilman George.

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 April 16, 2019.

CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting:	**April 16, 2019**
Title:	**Authorization to register Council Members and specified City Staff to attend the 88th Annual MML Conference to be held in Biloxi, MS on June 24-26, 2019 at the Mississippi Coast Coliseum & Convention Center**
Introduced by:	
Contact Person/Telephone	**Cynthia Russell 497-8000 ext. 302**

Summary Explanation: Authorization to register Council Members and specified City Staff to attend the 88th Annual MML Conference to be held on June 24-26, 2019 in Biloxi, MS at the Mississippi Coast Coliseum & Convention Center.

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 000-2019

WHEREAS, Mississippi Municipal League is the official non-profit private organization of cities and towns of Mississippi; and

WHEREAS, Mississippi Municipal League lobbies the State and Federal legislatures, provides education for Municipal Elected Officials, provides technical support, represents Municipalities with public and private entities, and is a networking media for Municipal Members; and

WHEREAS, Mississippi Municipal League has greatly enhanced and improved education efforts with the implementation of the certified Municipal Officials program, which provides specialized training for municipal elected offices; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the registration of Council Members and specified City Staff to attend the 88th MML Conference to be held in Biloxi, MS on June 24-26, 2019 at the Mississippi Coast Coliseum & Convention Center is hereby authorized.

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

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

AYES:

NAYS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 16, 2019.

CITY OF GAUTIER
MEMORANDUM

To:	Paula Yancey, City Manager
From:	Sherry Farabee, Purchasing Agent
Date:	4/3/2019
Subject:	Authorization to register Council Members, Mayor, City Manager, City Clerk and Administrative Assistant III/Deputy City Clerk to attend the 88th Annual MML Conference to be held in Biloxi, Mississippi on June 24-26, 2019 at the Mississippi Coast Coliseum & Convention Center.

REQUEST:

City Council authorization is requested to register Council Members, Mayor, City Manager, City Clerk and Administrative Assistant III/ Deputy City Clerk to attend the 88th Annual Mississippi Municipal League Conference to be held in Biloxi, Mississippi on June 24-26, 2019 at the Mississippi Coast Coliseum & Convention Center.

BACKGROUND:

MML is the official non-profit private organization of cities and towns of Mississippi. The MML lobbies the State and Federal legislatures, provides education for Municipal Elected Officials, provides technical support, represents Municipalities with public and private entities, and is a networking media for Municipal Members.

DISCUSSION:

The Mississippi Municipal League has greatly enhanced and improved education efforts with the implementation of the certified Municipal Officials program, which provides specialized training for municipal elected offices. There are three levels of CMO programs Basic, Advanced and Professional. This Conference allows our members to take advantage of what the League has to offer and to keep them abreast of current updates.

RECOMMENDATION:

Based on the request, City staff recommends that City Council authorize the registration of Council Members and specified City Staff to attend the 88th Annual MML Conference to be held in Biloxi, Mississippi on June 24-26, 2019 at the Mississippi Coast Coliseum & Convention Center.

ATTACHMENTS:

1. MML 88th registration form

88TH ANNUAL CONFERENCE

JUNE 24-26, 2019

MISSISSIPPI COAST COLISEUM & CONVENTION CENTER

REGISTRATION *(One Registration Form per Attendee – Please print legibly)*

All hard-copy registration forms will incur a $5 administrative fee added to registration cost.
To register online and avoid paying the administrative fee, visit www.mmlonline.com/conferences.

Full Name _____ Title _____

City/Organization _____

◯ Yes. I am registering one guest for $50 • *Guest Name _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

Cell _____ E-mail _____

CHECK APPLICABLE CONFERENCE REGISTRATION FEES

EARLY REGISTRATION *(Postmarked by 5/17/19)*

◯ $240 MEMBER/ASSOCIATE MEMBER
$235 IF REGISTERING ONLINE

◯ $50 GUEST

LATE REGISTRATION *(After 5/17/19)*

◯ $280 MEMBER/ASSOCIATE MEMBER
$275 IF REGISTERING ONLINE

◯ $50 GUEST
After 6/7/19, all registrations must be done on-site.

NON-MEMBER REGISTRATION

◯ $350 NON-MEMBER
Early-Registration discount is not available for non-members.

◯ $90 NON-MEMBER GUEST

**Each registered attendee can register one guest for a $50 fee which allows guest to attend all conference events. Guest cannot be a city employee or municipal official.*

ON-SITE REGISTRATION IS NOT AVAILABLE TO NON-MEMBERS.

METHOD OF PAYMENT

Check # _____

We accept the following credit cards:

◯ VISA ◯ MC ◯ Discover

To make a payment using one of these cards, please list a valid email address:

_____

ADDITIONAL EVENT TICKETS CAN BE PURCHASED ON-SITE

- Name Badge Only . . . . . $ 30
- Awards Luncheon & Name Badge. . . . . $ 35
- President's Reception & Name Badge . . . . . $ 50
- All 3 Functions . . . . . .$ 100

Name badges must be worn when attending all conference events.
Replacement badges will cost $5.

All on-site payments must be made with debit or credit cards only. No cash or check purchases will be allowed. All cancelation requests must be submitted in writing no later than May 17, 2019 and will result in a $25 cancellation fee. To cancel a registration, please contact Tiffany Bush at tbush@mmlonline.com

NO REFUNDS GIVEN AFTER MAY 17, 2019.

Please return completed registration form and payment to the MML office: 600 East Amite Street, Suite 104, Jackson, Mississippi 39201
Phone 601-353-5854 / Fax 601-353-6980 / www.mmlonline.com facebook.com/msmunicipalleague @mmlonline

REGISTRATION

MUNICIPAL MEMBERS & ASSOCIATE MEMBERS

- Early Registration prior to 5/17/19 . . . . . $240 / $235 if Registering Online
  Guest Fee. $50
- Pre-Registration after 5/17/19 . . . . . $280 / $275 if Registering Online
  Guest Fee. $50
  After June 7, 2019, all registrations must be done on-site.

NON-MEMBERS

- Registration $350
  Guest Fee. $90
  Early Registration discount is not available to non-members.
- Registration fee covers the entire conference and no credit will be given for unused tickets or unattended functions.
- Each registered attendee can register one guest for the respective guest fee, which allows guest to attend all conference events.
- Extra tickets for all conference meal functions can be purchased using a credit or debit card on-site at the registration desk.

REFUND POLICY

- Requests for refunds must be made in writing prior to May 17, 2019, and will constitute a $25 service charge.

HOSPITALITY SUITES

- Hospitality suite arrangements and receptions must be made directly with the MML office by May 17, 2019, and will be available on a first come, first served basis.
- You must be a member or an associate member to reserve a hospitality suite. Please contact Tiffany Bush at tbush@mmlonline.com or call 601.353.5854 for more information.

HOTEL RESERVATIONS

- All reservations must be made directly with the hotel of your choice.
- You must request the respective MML Group Code listed below the hotel . information, and reservations must be made by the indicated cut-off date to guarantee the conference rate. Rates cannot be changed at check-in or check-out for guests who fail to ask for the MML Group Code when making reservations. Each city and town is encouraged to make all of their reservations at one time.
- Any city or town must make "direct bill" or "direct pay" arrangements with the hotel in advance. Hotel charges paid in cash or by personal credit card will be subject to all taxes due.
- Rooms are subject to 12% sales tax and resort fees. Rooms paid by the city clerk or direct bill to the city or town will be tax exempt. No city cards are tax exempt.

CONFERENCE HOTELS

ROOM BLOCKS ARE NOW OPEN!

MML rates honored only through booking directly with hotel.

Rooms can be reserved at the following locations:

~~HOST HOTEL BEAU RIVAGE • 888-567-6667~~ SOLD OUT

~~Standard Rate . . . . . $169~~
~~*(Group Code: MS Municipal League) Room block closes 5/22/19*~~

BEST WESTERN-OAK MANOR • 800-591-9057

Sunday-Thursday . . . . . $ 89
Saturday $149
(Group Code: MS Municipal League) Room block closes 5/23/19

DOUBLE TREE BY HILTON • 228-546-3100 OR 800-774-1500

Standard Rate $119
Ocean View $134
(Group Code: Mississippi Municipal League) Room block closes 5/24/19

GOLDEN NUGGET • 800-777-7568

Standard King . . . . . Sunday-Thursday $109 / Saturday $209
Standard Queen . . . . . Sunday-Thursday $129 / Saturday $229
(Group Code: S190308 / MS Municipal League) Room Block Closes 6/1/19

HARD ROCK HOTEL & CASINO • 877-877-6256

Royal Tower. . . . . .Non-View $169 / View $189
Platinum Tower . . . . . .Non-View $199 / View $229
(Group Code: Miss Municipal League / MML2019) Room Block Closes 5/23/19

HOME2 SUITES BY HILTON • 228-392-6265

Studio Suites $129
(Group Code: MS Municipal League) Room Block Closes 5/23/19

IP • 888-946-2847 #1

Standard Rate . . . . . Sunday-Thursday $99.99 / Saturday $189.99
Guaranteed View. . . . . Sunday-Thursday $119.99 / Saturday $209.99
King Spa: Sunday-Thursday $219.99
Luxury Suites: Sunday-Thursday $249.99
Penthouse Suites: Sunday-Thursday $499.99
(Group Code: S190320) Room Block Closes 6/1/19

MARGARITAVILLE RESORT • 228-271-6377

Balcony . . . . . .King $149 / Double $159
No Balcony . . . . . .King $129 / Double $139
Queen Deluxe $179
(Group Code: Miss Municipal League) Room Block Closes 5/22/19

PALACE CASINO • 800-725-2239

Standard Rate $97
(Group Code: 1514) Room Block Closes 6/9/19

QUALITY INN • 228-388-1000

Standard Rate $90
(Group Code: Miss Municipal League) Room Block Closes 5/22/19

SOUTH BEACH BILOXI HOTEL & SUITES • 228-388-2627

Studio Suite (Street View) $162
Deluxe Studio Suite (Partial Ocean) $172
One Bedroom Suite (Partial Ocean) $182
One Bedroom Deluxe (Partial Ocean) $192
Two Bedroom 1.5 Bath (Ocean) $272
(Group Code: MML19) Room Block Closes 5/22/19

THE WHITE HOUSE HOTEL • 228-233-1230

King / Queen. $169
King Suite. $219
(Group Code: MS Municipal League) Room block closes 5/22/19

CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet

Council Meeting:	**April 16, 2019**
Title:	**Receive March 2019 Privilege License Report**

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

Summary Explanation: Receive March 2019 Privilege License 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 000-2019

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 March 2019 is hereby received.

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

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

AYES:

NAYS:

_____

MAYOR

ATTEST:

_____

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 16, 2019.

		City of Gautier		
		Business Registry		
		Mar-19		
ACCOUNT#	LICENSE #	BUSINESS NAME/OWNER	AMOUNT	STATUS
1532	2020-03-0006252	Bling Tees	$20.00	New Business
1297	2020-02-0006253	Dollar Tree #5890	$114.00	Delinquent
357	2020-03-0006254	La Maison Gautier	$20.00	Current
1408	Closed	Sky Cleaners	$0.00	Closed
117	Closed	Scotty's Barber Shop	$0.00	Closed
327	2020-03-0006255	Flower Patch Florist & Gifts	$20.00	Current
1467	2020-03-0006256	El Higueyano Supermarket	$35.00	Current
78	2020-03-0006257	Coca Cola Bottling Company	$150.00	Current
1458	2020-12-0006258	A Towing & Recovery Company	$22.40	Delinquent
346	Closed	Gautier Mayhaw Company	$0.00	Closed
1534	2020-03-0006259	Blue Hawaii Clothing. Com	$20.00	New Business
351	2020-03-0006260	Henze Enterprises, INC.	$30.00	Current
326	2020-03-0006261	Fayard's BP-Gautier	$45.00	Current
354	2020-03-0006262	Appraisal Services	$20.00	Current
253	2020-02-0006263	A&G Services- Margaret Avery	$22.00	Delinquent
1253	2019-02-0006264	Wrecking Brew Vapors, LLC	$24.40	Delinquent
1253	2020-02-0006265	Wrecking Brew Vapors, LLC	$22.00	Delinquent
279	2020-02-0006266	Dollar General Store #6989	$85.25	Delinquent
75	2020-03-0006267	Gautier Shell/Clark Oil Company	$70.00	Current
1305	2020-03-0006268	El Patron Mexican Grill	$70.00	Current
1357	2020-03-0006269	Webster Electric Company, Inc.	$50.00	Current
1468	2020-03-0006270	PNC Pizza Hut #2110	$60.00	Current
1406	2020-02-0006271	New Horizons, Jackson Hewwitt	$20.00	Delinquent
355	2020-03-0006272	Kentucky Fried Chicken # 33	$30.00	Current
471	2020-03-0006273	Souther Oil Co, Fast Mart #29	$70.00	Current
296	2020-02-0006274	Sims Landscaping & Painting	$22.00	Delinquent
966	2020-03-0006275	Fortress Mausoleums	$30.00	Current
318	2020-03-0006276	Coast Meadow Mobile Home Prk	$20.00	Current
323	2020-03-0006277	Ed's Hosehold Heat & Air	$20.00	Current
1448	Closed	K & A Convenience Store	$0.00	Closed
896	2020-02-0006278	A.L.L Plumbing, Jere Shuster	$22.00	Delinquent
1535	2020-03-0006279	Heavenly Spirits Tarot and Décor	$20.00	New Business
1412	2020-03-0006280	Unique Kutz & Styles	$20.00	Current
746	2020-05-0006281	Exotic Nails	$20.00	Current
900	2020-03-0006282	Magic Spray Carwash, LLC	$20.00	Current
314	2020-03-0006283	Bae Systems	$40.00	Current
1469	2020-03-0006284	Luxury Donuts	$20.00	Current
128	2020-11-0006285	Samantha Taylor DBA Taylor & Co.	$20.00	Delinquent
383	2020-03-0006286	The Pointe Apartments	$20.00	Current
317	2020-03-0006287	Coast Massage Therapy	$20.00	Current
1258	2020-03-0006288	Pelton's Tree & Land Service	$20.00	Current
823	2020-03-0006289	Keith's Superstore	$40.00	Current
1057	2020-03-0006290	Jason Lauban Construction	$20.00	Current
825	2020-03-0006291	Coastal Towing	$20.00	Current
1210	2020-03-0006292	Kingdom Lawn Care	$20.00	Current
1272	2018-06-0006293	Simply Elegant Crafts & Accessories	$26.00	Delinquent
1272	2020-06-0006294	Simply Elegant Crafts & Accessories	$20.00	Current
358	2020-03-0006295	L.L. Bond & Co, INC.	$20.00	Current
509	Closed	Landscape Architect, Michele Lee	$0.00	Closed
1363	2020-04-0006296	Templet Towing & Transport LLC	$20.00	Current
321	2020-03-0006297	Dollar General Store # 2389	$90.00	Current
		Total	$1,630.05	
		New Business	3	
		Slot Amusement	$0.00	
		Due Refund	$0.00	
		Transient Vendor	$0.00	
		Closed Business	5	
		Delinquent Renewals Issued	11	

CITY OF GAUTIER
Consent Agenda Item #5
Fact Sheet

Council Meeting:	**April 16, 2019**
Title:	**Receive corrected January 2019 Finance Report and February 2019 Finance Report**

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

Summary Explanation: Receive corrected January 2019 Finance Report and February 2019 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 000-2019

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 corrected January 2019 Finance Report and the February 2019 Finance Report is hereby received.

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

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

AYES:

NAYS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting April 16, 2019.

JANUARY 2019 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	$1,862,735.00
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	($46,323.96)
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	$538,024.20
Fire Protection Fund	Depository Account	160-000-001	$237,831.76
Tidelands Grant	Depository Account	171-000-001	($15,460.00)
Library Support Fund	Depository Account	172-000-001	$33,744.34
MSWFP Recreation Trails Grant	Depository Account	175-000-001	
Shepard State Park Fund	Depository Account	176-000-001	$77,803.44
USDA NRCS EWP Program	Depository Account	300-000-001	($153,497.80)
Pine Cone Drive Spillway	Depository Account	301-000-001	$67,625.60
Robert Hiram Bridge Sheet Pile Wall	Depository Account	302-000-001	$73,681.71
MDOT TA Grant: Martin Bluff Sidewalk	Depository Account	303-000-001	$433,305.59
Town Commons Park Project	Depository Account	304-000-001	$489,675.00
Solid Waste Fund	Depository Account	404-000-001	($12,224.20)
EPA: Brownfields Assessment	Depository Account	409-000-001	$0.00
	General Ledger Cash Balance		$3,649,360.50
	General Depository Reconciled Cash Balance		$3,648,550.04

ENTERPRISE FUND

Fund Name		Account #	Balance
Elevated Water Tank	Enterprise Account	350-000-002	($79,488.00)
Bemis Sewer Project	Enterprise Account	351-000-002	($30,622.50)
Water & Sewer Utility	Enterprise Account	400-000-002	$3,251,687.54
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		$3,197,864.56
	Enterprise Reconciled Cash Balance		$3,197,772.39

BOND & RESTRICTED FUNDS

Fund Name		Account #	Balance
7M GO Bond S2010	Bond Fund	130-000-001	$312,884.13
W&S Rev Bond S2018: Debt Service	Debt Service Fund	250-000-007	$203,710.33
W&S Rev Bond S2018: DS Reserve	Restricted Fund	251-000-003	$299,230.44
W&S Rev Bond S2018: Contingency	Restricted Fund	251-000-005	$10,081.71
W&S Rev Bond S2018: Depreciation	Restricted Fund	251-000-009	$10,081.71
W&S Rev Bond S2018: Construction	Bond Fund	Funds 352-354	$3,392,135.57
S2012 W&S Refunding Bonds: Debt Service	Debt Service Fund	602-000-007	$915,572.53
S2012 W&S Refunding Bonds: DS Reserve	Restricted Fund	495-000-001	$494,709.18
MS Dev Bank SO Bond S2013: DS Reserve	Restricted Fund	497-000-001	$272,347.19
Customer Meter Deposit Funds	Restricted Fund	406-000-001	$709,498.12
	Total Bond & Restricted Reconciled Cash Balances		$6,620,250.91

JANUARY 2019
YEAR TO DATE TOTALS

General Fund Totals

		BUDGET FY 2019	JAN 2019	Balance	33.33% % to date
	General Fund Revenues	**10,220,685.00**	**2,898,162.20**	**7,322,522.80**	**28.3%**
	Expenditures:				
001	Legislative	158,969.00	55,232.11	103,736.89	34.7%
010	City Court	322,255.00	77,384.01	244,870.99	24.0%
021	City Manager	259,533.00	80,545.07	178,987.93	31.0%
022	Human Resources	125,631.00	29,720.60	95,910.40	23.6%
040	City Clerk	291,241.00	69,507.65	221,733.35	23.8%
045	Finance	225,702.00	79,437.76	146,264.24	35.1%
060	City Attorney	130,000.00	40,013.00	89,987.00	30.7%
090	Economic Dev - Planning	371,209.00	122,134.62	249,074.38	32.9%
092	Building & General Expenses	569,200.00	300,685.54	268,514.46	52.8%
094	Grants & Project Admin	154,639.00	51,082.14	103,556.86	33.0%
100	Police	3,471,472.00	1,053,843.32	2,417,628.68	30.3%
161	Fire	2,562,288.00	846,394.33	1,715,893.67	33.0%
170	Recreation	585,705.00	168,880.31	416,824.69	28.8%
201	PW: Streets	286,420.00	51,790.66	234,629.34	18.0%
205	PW: Maintenance	245,788.00	83,409.91	162,378.09	33.9%
900	Interfund Transfers	830,452.00	83,285.00	747,167.00	10.0%
	General Fund Expenditures	**10,590,504.00**	**3,193,346.03**	**7,397,157.97**	**30.1%**
	Total Operating Expenditures	**9,404,276.00**	**3,070,762.88**	**6,333,513.12**	
	Total Capital Outlay Expenditures	**291,800.00**	**39,298.15**	**252,501.85**	
	Total Debt Service	**63,976.00**	**0.00**	**63,976.00**	
	Total Transfers Out	**830,452.00**	**83,285.00**	**747,167.00**	
	Total Unappropriated	**0.00**	**0.00**	**0.00**	
	Check Total	**10,590,504.00**	**3,193,346.03**	**7,397,157.97**	
	Personnel	**7,389,434.00**	**2,455,627.62**	**4,933,806.38**	
	Supplies	**474,867.00**	**106,024.29**	**368,842.71**	
	Other Services	**1,539,975.00**	**509,110.97**	**1,030,864.03**	
	Capital Outlay	**291,800.00**	**39,298.15**	**252,501.85**	
	Debt Service	**63,976.00**	**0.00**	**63,976.00**	
	Interfund Transfers for DS	**830,452.00**	**83,285.00**	**747,167.00**	
	Unappropriated	**0.00**	**0.00**	**0.00**	
	Check Total	**10,590,504.00**	**3,193,346.03**	**7,397,157.97**	

JANUARY 2019
YEAR TO DATE TOTALS

Special Funds	BUDGET FY 2018	As of JAN 2019	Balance	*33.33% % 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	46,323.96	0.04	*100.0%*
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	91,993.22	5,336,374.25	*1.6%*
Expenditures	5,665,471.60	86,832.08	5,578,639.52	*1.5%*
157 US Justice Equitable Sharing				
Revenues	0.00	173,209.60	(173,209.60)	
Expenditures	50,000.00	52,938.69	(2,938.69)	*105.8%*
160 Fire Protection Fund				
Revenues	104,000.00	0.00	104,000.00	
Expenditures	179,915.06	29.50	179,885.56	
171 Combined Tidelands Grant				
Revenues	707,700.99	0.00	707,700.99	
Expenditures	697,199.49	8,960.00	688,239.49	*1.2%*
172 Library Support Fund				
Revenues	110,096.00	38,711.94	71,384.06	*35.1%*
Expenditures	110,096.00	4,967.60	105,128.40	*4.5%*
176 Shepard State Park				
Revenues	95,500.00	41,506.50	53,993.50	*43.4%*
Expenditures	128,450.00	30,178.32	98,271.68	*23.4%*
250 2018 W&S Bond Debt Service				
Revenues	335,200.00	121,167.68	214,032.32	*36.1%*
Expenditures	274,964.00	0.00	274,964.00	

JANUARY 2019
YEAR TO DATE TOTALS

Special Funds	BUDGET FY 2018	As of JAN 2019	Balance	*33.33% % to date*
251 2018 W&S Bond Debt Serv Reserve				
Revenues	11,200.00	12,472.49	(1,272.49)	*111.3%*
300 USDA-NRCS EWP				
Revenues	344,795.00	0.00	344,795.00	
Expenditures	161,250.00	25,668.48	135,581.52	*15.9%*
301 Pine Cone Drive Spillway				
Expenditures	164,525.60	96,900.00	67,625.60	*58.8%*
302 Robert Hiram Bridge Sheet Pile Wall				
Revenues	0.00	0.00	0.00	
Expenditures	76,261.71	2,580.00	73,681.71	*3.3%*
303 MDOT-TA Grant: Martin Bluff Sidewalk				
Revenues	578,784.00	0.00	578,784.00	
Expenditures	1,060,348.40	48,258.81	1,012,089.59	*4.5%*
304 Town Commons Park Project				
Revenues	0.00	500,000.00	(500,000.00)	
Expenditures	0.00	10,325.00	(10,325.00)	
350 Elevated Water Tank				
Revenues	1,086,500.00	0.00	1,086,500.00	
Expenditures	1,044,000.00	36,988.00	1,007,012.00	*3.5%*
351 Bemis Sewer Project				
Revenues	1,302,014.00	0.00	1,302,014.00	
Expenditures	1,302,014.00	30,622.50	1,271,391.50	*2.3%*
352 2018 Bond General Construction/Admin				
Revenues	10,000.00	26,557.83	(16,557.83)	*265.5%*
Expenditures	1,446,448.00	60,500.00	1,385,948.00	*4.1%*
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	17,915.00	318,403.00	*5.3%*
404 Solid Waste Fund				
Revenues	1,567,944.00	337,846.73	1,230,097.27	*21.5%*
Expenditures	1,484,526.00	415,057.07	1,069,468.93	*27.9%*

JANUARY 2019
YEAR TO DATE TOTALS

Special Funds	BUDGET FY 2018	As of JAN 2019	Balance	*33.33% % 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**	**3,825.04**	**(3,225.04)**	***637.5%***
Expenditures	**491,325.00**	**0.00**	**491,325.00**	
497 DS Fund: 2013 SO Bond				
Revenues	**1,000.00**	**1,655.78**	**(655.78)**	***165.5%***
Expenditures	**2,000.00**	**4,223.28**	**(2,223.28)**	***211.1%***
602 DS Fund: 2012 Bond Refinance				
Revenues	**575,280.00**	**86,380.78**	**488,899.22**	***15.0%***
Bonds Payable	**1,403,900.00**	**0.00**	**1,403,900.00**	

JANUARY 2019
YEAR TO DATE TOTALS

ENTERPRISE (400)	BUDGET FY 2019	JAN 2019	Balance	33.33% % to date
Utility Fund Revenues	**9,124,000.00**	**3,028,168.87**	**6,095,831.13**	**33.1%**
Administration	**3,187,726.00**	**1,040,165.01**	**2,147,560.99**	**32.6%**
Water & Sewer O & M	**3,020,016.00**	**850,671.02**	**2,169,344.98**	**28.1%**
Debt Service	**1,164,489.00**	**461,073.31**	**703,415.69**	**39.5%**
Transfers	**2,435,335.00**	**130,000.00**	**2,305,335.00**	**5.3%**
Contingencies	**200,000.00**	**0.00**	**200,000.00**	
Utility Fund Expenditures	**10,007,566.00**	**2,481,909.34**	**7,525,656.66**	**24.8%**
Total Operating Expenditures	***5,995,742.00***	***1,772,876.03***	***4,222,865.97***	
Total Capital Outlay Expenditures	***212,000.00***	***117,960.00***	***94,040.00***	
Total Debt Service	***1,164,489.00***	***461,073.31***	***703,415.69***	
Total Interfund Transfers	***2,435,335.00***	***130,000.00***	***2,305,335.00***	
Total Contingency Expenditures	***200,000.00***	***0.00***	***200,000.00***	
Check Total	***10,007,566.00***	***2,481,909.34***	***7,525,656.66***	
Personnel	***487,033.00***	***122,910.45***	***364,122.55***	
Supplies	***305,000.00***	***45,026.43***	***259,973.57***	
Other Services	***5,203,709.00***	***1,604,939.15***	***3,598,769.85***	
Capital Outlay	***212,000.00***	***117,960.00***	***94,040.00***	
Debt Service	***1,164,489.00***	***461,073.31***	***703,415.69***	
Interfund Transfers	***2,435,335.00***	***130,000.00***	***2,305,335.00***	
Contingencies	***200,000.00***	***0.00***	***200,000.00***	
Check Total	***10,007,566.00***	***2,481,909.34***	***7,525,656.66***	

FEBRUARY 2019 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	$3,079,735.23
MS Development Loan Katrina	Depository Account	007-000-001	$6,184.20
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	$532,562.27
Fire Protection Fund	Depository Account	160-000-001	$237,231.52
Tidelands Grant	Depository Account	171-000-001	($58,714.85)
Library Support Fund	Depository Account	172-000-001	$38,311.53
MSWFP Recreation Trails Grant	Depository Account	175-000-001	
Shepard State Park Fund	Depository Account	176-000-001	$79,204.63
USDA NRCS EWP Program	Depository Account	300-000-001	($153,497.80)
Pine Cone Drive Spillway	Depository Account	301-000-001	$55,057.60
Robert Hiram Bridge Sheet Pile Wall	Depository Account	302-000-001	$37,182.21
MDOT TA Grant: Martin Bluff Sidewalk	Depository Account	303-000-001	$423,611.41
Town Commons Park Project	Depository Account	304-000-001	$490,275.00
Solid Waste Fund	Depository Account	404-000-001	$7,826.60
EPA: Brownfields Assessment	Depository Account	409-000-001	$0.00
	General Ledger Cash Balance		$4,837,169.17
	General Depository Reconciled Cash Balance		$4,836,358.71

ENTERPRISE FUND

Fund Name		Account #	Balance
Elevated Water Tank	Enterprise Account	350-000-002	($79,488.00)
Bemis Sewer Project	Enterprise Account	351-000-002	($59,665.30)
Water & Sewer Utility	Enterprise Account	400-000-002	$3,434,398.35
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		$3,351,532.57
	Enterprise Reconciled Cash Balance		$3,347,742.49

BOND & RESTRICTED FUNDS

Fund Name		Account #	Balance
7M GO Bond S2010	Bond Fund	130-000-001	$303,196.50
W&S Rev Bond S2018: Debt Service	Debt Service Fund	250-000-007	$234,135.49
W&S Rev Bond S2018: DS Reserve	Restricted Fund	251-000-003	$299,790.19
W&S Rev Bond S2018: Contingency	Restricted Fund	251-000-005	$10,100.57
W&S Rev Bond S2018: Depreciation	Restricted Fund	251-000-009	$10,100.57
W&S Rev Bond S2018: Construction	Bond Fund	Funds 352-354	$3,377,799.63
S2012 W&S Refunding Bonds: Debt Service	Debt Service Fund	602-000-007	$7,706.74
S2012 W&S Refunding Bonds: DS Reserve	Restricted Fund	495-000-001	$0.00
MS Dev Bank SO Bond S2013: DS Reserve	Restricted Fund	497-000-001	$272,826.89
Customer Meter Deposit Funds	Restricted Fund	406-000-001	$713,284.13
	Total Bond & Restricted Reconciled Cash Balances		$5,228,940.71

FEBRUARY 2019
YEAR TO DATE TOTALS

General Fund Totals

		BUDGET FY 2019	FEB 2019	Balance	41.66% % to date
	General Fund Revenues	**10,220,685.00**	**5,120,621.77**	**5,100,063.23**	***50.1%***
	Expenditures:				
001	Legislative	**158,969.00**	**68,111.16**	**90,857.84**	***42.8%***
010	City Court	**322,255.00**	**99,266.46**	**222,988.54**	***30.8%***
021	City Manager	**259,533.00**	**111,988.49**	**147,544.51**	***43.1%***
022	Human Resources	**125,631.00**	**33,664.24**	**91,966.76**	***26.7%***
040	City Clerk	**291,241.00**	**85,846.79**	**205,394.21**	***29.4%***
045	Finance	**225,702.00**	**96,604.07**	**129,097.93**	***42.8%***
060	City Attorney	**130,000.00**	**50,089.00**	**79,911.00**	***38.5%***
090	Economic Dev - Planning	**371,209.00**	**149,459.92**	**221,749.08**	***40.2%***
092	Building & General Expenses	**569,200.00**	**330,562.62**	**238,637.38**	***58.0%***
094	Grants & Project Admin	**154,639.00**	**62,188.94**	**92,450.06**	***40.2%***
100	Police	**3,471,472.00**	**1,295,357.53**	**2,176,114.47**	***37.3%***
161	Fire	**2,562,288.00**	**1,026,222.93**	**1,536,065.07**	***40.0%***
170	Recreation	**585,705.00**	**206,900.89**	**378,804.11**	***35.3%***
201	PW: Streets	**286,420.00**	**71,565.78**	**214,854.22**	***24.9%***
205	PW: Maintenance	**245,788.00**	**101,108.44**	**144,679.56**	***41.1%***
900	Interfund Transfers	**830,452.00**	**409,867.96**	**420,584.04**	***49.3%***
	General Fund Expenditures	**10,590,504.00**	**4,198,805.22**	**6,391,698.78**	***39.6%***
	Total Operating Expenditures	**9,404,276.00**	**3,745,113.11**	**5,659,162.89**	
	Total Capital Outlay Expenditures	**291,800.00**	**43,824.15**	**247,975.85**	
	Total Debt Service	**63,976.00**	**0.00**	**63,976.00**	
	Total Transfers Out	**830,452.00**	**409,867.96**	**420,584.04**	
	Total Unappropriated	**0.00**	**0.00**	**0.00**	
	Check Total	**10,590,504.00**	**4,198,805.22**	**6,391,698.78**	
	Personnel	**7,389,434.00**	**2,987,982.56**	**4,401,451.44**	
	Supplies	**474,867.00**	**135,718.65**	**339,148.35**	
	Other Services	**1,539,975.00**	**621,411.90**	**918,563.10**	
	Capital Outlay	**291,800.00**	**43,824.15**	**247,975.85**	
	Debt Service	**63,976.00**	**0.00**	**63,976.00**	
	Interfund Transfers for DS	**830,452.00**	**409,867.96**	**420,584.04**	
	Unappropriated	**0.00**	**0.00**	**0.00**	
	Check Total	**10,590,504.00**	**4,198,805.22**	**6,391,698.78**	

FEBRUARY 2019
YEAR TO DATE TOTALS

Special Funds	BUDGET FY 2018	As of FEB 2019	Balance	*41.66% % to date*
007 MS Dev 2.36M Katrina Bonds				
Revenues	280,259.00	280,259.00	0.00	*100.0%*
Expenditures	280,309.00	274,315.00	5,994.00	*97.8%*
013 TE-Downtown Revitalization				
Revenues	40,971.45	0.00	40,971.45	
020 Allen Road Widening				
Revenues	46,324.00	46,323.96	0.04	*99.9%*
Expenditures	46,324.00	46,323.96	0.04	*99.9%*
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	92,575.59	5,335,791.88	*1.7%*
Expenditures	5,665,471.60	97,102.08	5,568,369.52	*1.7%*
157 US Justice Equitable Sharing				
Revenues	0.00	173,209.60	(173,209.60)	
Expenditures	50,000.00	58,400.62	(8,400.62)	*116.8%*
160 Fire Protection Fund				
Revenues	104,000.00	0.00	104,000.00	
Expenditures	179,915.06	629.74	179,285.32	*0.3%*
171 Combined Tidelands Grant				
Revenues	707,700.99	8,460.00	699,240.99	*1.1%*
Expenditures	697,199.49	60,674.85	636,524.64	*8.7%*
172 Library Support Fund				
Revenues	110,096.00	77,023.47	33,072.53	*69.9%*
Expenditures	110,096.00	38,711.94	71,384.06	*35.1%*
176 Shepard State Park				
Revenues	95,500.00	52,458.50	43,041.50	*54.9%*
Expenditures	128,450.00	39,729.13	88,720.87	*30.9%*
250 2018 W&S Bond Debt Service				
Revenues	335,200.00	151,592.84	183,607.16	*45.2%*
Expenditures	274,964.00	0.00	274,964.00	

FEBRUARY 2019
YEAR TO DATE TOTALS

Special Funds	BUDGET FY 2018	As of FEB 2019	Balance	*41.66% % to date*
251 2018 W&S Bond Debt Serv Reserve				
Revenues	11,200.00	13,069.96	(1,869.96)	*116.6%*
300 USDA-NRCS EWP				
Revenues	344,795.00	0.00	344,795.00	
Expenditures	161,250.00	25,668.48	135,581.52	*15.9%*
301 Pine Cone Drive Spillway				
Expenditures	164,525.60	109,468.00	55,057.60	*66.5%*
302 Robert Hiram Bridge Sheet Pile Wall				
Revenues	0.00	0.00	0.00	
Expenditures	76,261.71	39,079.50	37,182.21	*51.2%*
303 MDOT-TA Grant: Martin Bluff Sidewalk				
Revenues	578,784.00	0.00	578,784.00	
Expenditures	1,060,348.40	57,952.99	1,002,395.41	*5.4%*
304 Town Commons Park Project				
Revenues	0.00	500,000.00	(500,000.00)	
Expenditures	0.00	9,725.00	(9,725.00)	
350 Elevated Water Tank				
Revenues	1,086,500.00	0.00	1,086,500.00	
Expenditures	1,044,000.00	36,988.00	1,007,012.00	*3.5%*
351 Bemis Sewer Project				
Revenues	1,302,014.00	0.00	1,302,014.00	
Expenditures	1,302,014.00	59,665.30	1,242,348.70	*4.5%*
352 2018 Bond General Construction/Admin				
Revenues	10,000.00	32,897.74	(22,897.74)	*328.9%*
Expenditures	1,446,448.00	60,500.00	1,385,948.00	*4.1%*
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	38,590.85	297,727.15	*11.4%*
404 Solid Waste Fund				
Revenues	1,567,944.00	463,472.99	1,104,471.01	*29.5%*
Expenditures	1,484,526.00	520,632.53	963,893.47	*35.0%*

FEBRUARY 2019
YEAR TO DATE TOTALS

Special Funds	BUDGET FY 2018	As of FEB 2019	Balance	*41.66% % 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	3,825.04	(3,225.04)	*637.5%*
Expenditures	491,325.00	494,709.18	(3,384.18)	*100.6%*
497 DS Fund: 2013 SO Bond				
Revenues	1,000.00	2,135.48	(1,135.48)	*213.5%*
Expenditures	2,000.00	4,223.28	(2,223.28)	*211.1%*
602 DS Fund: 2012 Bond Refinance				
Revenues	575,280.00	582,414.99	(7,134.99)	*101.2%*
Bonds Payable	1,403,900.00	1,403,900.00	0.00	*100.0%*

FEBRUARY 2019
YEAR TO DATE TOTALS

ENTERPRISE (400)

	BUDGET FY 2019	FEB 2019	Balance	41.66% % to date
Utility Fund Revenues	9,124,000.00	3,723,666.07	5,400,333.93	40.8%
Administration	3,187,726.00	1,257,943.17	1,929,782.83	39.4%
Water & Sewer O & M	3,020,016.00	1,074,240.02	1,945,775.98	35.5%
Debt Service	1,164,489.00	504,500.42	659,988.58	43.3%
Transfers	2,435,335.00	160,000.00	2,275,335.00	6.5%
Contingencies	200,000.00	0.00	200,000.00	
Utility Fund Expenditures	10,007,566.00	2,996,683.61	7,010,882.39	29.9%

Total Operating Expenditures	*5,995,742.00*	*2,212,610.27*	*3,783,131.73*
Total Capital Outlay Expenditures	*212,000.00*	*119,572.92*	*92,427.08*
Total Debt Service	*1,164,489.00*	*504,500.42*	*659,988.58*
Total Interfund Transfers	*2,435,335.00*	*160,000.00*	*2,275,335.00*
Total Contingency Expenditures	*200,000.00*	*0.00*	*200,000.00*
Check Total	*10,007,566.00*	*2,996,683.61*	*7,010,882.39*

Personnel	*487,033.00*	*157,084.43*	*329,948.57*
Supplies	*305,000.00*	*53,675.36*	*251,324.64*
Other Services	*5,203,709.00*	*2,001,850.48*	*3,201,858.52*
Capital Outlay	*212,000.00*	*119,572.92*	*92,427.08*
Debt Service	*1,164,489.00*	*504,500.42*	*659,988.58*
Interfund Transfers	*2,435,335.00*	*160,000.00*	*2,275,335.00*
Contingencies	*200,000.00*	*0.00*	*200,000.00*
Check Total	*10,007,566.00*	*2,996,683.61*	*7,010,882.39*

CITY OF GAUTIER
Consent Agenda Item #6
Fact Sheet

Council Meeting:	**April 16, 2019**
Title:	**Authorization to purchase two (2) 2019 Ford F150 Trucks and place vehicles on City insurance and inventory**
Introduced by:	
Contact Person/Telephone	**Chief Dante Elbin 497-8007**

Summary Explanation: Authorization to purchase two (2) 2019 Ford F150 Trucks and place vehicles on City insurance and inventory. The purchase of this vehicles will come from the Department of Justice/Asset Forfeiture Account.

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 000-2019

WHEREAS, the Police Department has requested authority to purchase two (2) 2019 Ford F150 trucks to be utilized by the Administrative Division; and

WHEREAS, the vehicles currently assigned to the Administrative Division (2017 Dodge Chargers), will be reassigned to the Patrol Division; and

WHEREAS, the funds for purchasing these two (2) vehicles will come from the Department of Justice/Asset Forfeiture Account; and

WHEREAS, the City has obtained two competitive written bids for this equipment; and

WHEREAS, based on the recommendation of the police department, the Mayor and Councilmembers hereby find that Estabrook Ford has submitted the lowest and best bid; and

WHEREAS, the Mayor and Council Members hereby find that purchasing these vehicles is in the best interests 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 purchase of an 2019 Ford F150 Trucks from Estabrook Ford is hereby authorized and approved; and

IT IS FURTHER ORDERED that placement of these vehicles on City insurance and inventory is hereby authorized; and

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

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

AYES:

NAYS:

_____

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 16, 2019.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Danny Selover, Police
Date: 4/5/2019
Subject: Authorization to purchase two (2) 2019 Ford F150 Trucks

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REQUEST:
City Council authorization is requested for the Police Department to purchase two (2) 2019 Ford F150 trucks.

BACKGROUND:
The purchase of these trucks will be assigned to our Administrative Division. The vehicles that are currently assigned to the Administrative Division, 2017 Dodge Chargers, will be reassigned to the patrol division.

DISCUSSION:
The purchase of these two vehicles will come from the Department of Justice/Asset Forfeiture Account. According to the Department of Justice asset forfeiture laws, equitably shared funds shall be used by law enforcement agencies for law enforcement purposes only.

RECOMMENDATION:
The Gautier Police Department recommends that the Mayor and Council authorize the purchase of these two vehicles and place it on the City insurance and inventory.

ATTACHMENTS:
1. COURTESY FORD QUOTE F150 MAGGENTIC
2. COURTESY FORD QUOTE F150 SILVER
3. estabrook quotes 2019 ford f150

TO: GAUTIER PD

COURTESY FORD

2019 F150 4X4 CREW
145" WHEELBASE
MAGNETIC
SPORT 40/CON/40
.XL SERIES
CRUISE CONTROL
POWER EQUIP GRP
5.0L V8
ELEC 10-SPD AUTO
3.31 ELEC LOCK
FLOOR CARPET
FX4 OFF ROAD
SKID PLATES
STX PACKAGE
275/55R20 A/T
SYNC 3
REAR DEFROSTER
20" MACH-ALUM
MANUAL LUMBR
PRIVACY GLASS
XL SPORT PKG
FOG LIGHTS

TOTAL: $31,955.00

Ritchie Bearden
Fleet Manager
Courtesy Ford
Pinebelt Chevrolet/Dodge Ram
662-360-8590 CELL
rbearden@pinebeltmotors.com

TO: GAUTIER PD

COURTESY FORD

2019 F150 4X4 CREW
145" WHEELBASE
INGOT SILVER
SPORT 40/CON/40
.XL SERIES
CRUISE CONTROL
POWER EQUIP GRP
5.0L V8
ELEC 10-SPD AUTO
3.31 ELEC LOCK
FLOOR CARPET
FX4 OFF ROAD
SKID PLATES
STX PACKAGE
275/55R20 A/T
SYNC 3
REAR DEFROSTER
20" MACH-ALUM
MANUAL LUMBR
PRIVACY GLASS
XL SPORT PKG
FOG LIGHTS

TOTAL: $31,955.00

Ritchie Bearden
Fleet Manager
Courtesy Ford
Pinebelt Chevrolet/Dodge Ram
662-360-8590 CELL
rbearden@pinebeltmotors.com

A TRADITION OF SERVICE SINCE 1951

ESTABROOK
MOTOR CO., INC.

Post Office Box 1119
3689 14th Street, Pascagoula, MS 39568-1119
(228) 762-2641 • Fax (228) 769-7430

2019 F150 CREW CAB 4X4 STATE CONTRACT----$27,080

MAGNETIC WITH STANDARD EQUIPMENT

OPTIONS:

101A PKG----------$1,805

40/CONSOLE/40 SEAT----------$ 242

FX4 OFF ROAD----------$ 680

STX PKG----------$1,340

XL SPORT PKG----------$ 713

CARPET----------$ 93

OPTIONS SUBTOTAL----------$4,873

TOTAL INCLUDING TITLE----------$31,953

PHILLIP EVERETT

Phillip Everett

FLEET MANAGER

A TRADITION OF SERVICE SINCE 1951

ESTABROOK
MOTOR CO., INC.

Post Office Box 1119
3689 14th Street, Pascagoula, MS 39568-1119
(228) 762-2641 • Fax (228) 769-7430

2019 F150 CREW CAB 4X4 STATE CONTRACT----$27,080

INGOT SILVER WITH STANDARD EQUIPMENT

OPTIONS:

101A PKG----------$1,805

40/CONSOLE/40 SEAT----------$ 242

FX4 OFF ROAD----------$ 680

STX PKG----------$1,340

XL SPORT PKG----------$ 713

CARPET----------$ 93

OPTIONS SUBTOTAL----------$4,873

TOTAL INCLUDING TITLE----------$31,953

PHILLIP EVERETT

Phillip Everett

FLEET MANAGER

CITY OF GAUTIER
Consent Agenda Item #7
Fact Sheet

Council Meeting:	**April 16, 2019**
Title:	**Authorization is requested for fees to be waived for the use of barricades to be utilized by Gautier Pride for an organizational celebration at Azteca's Restaurant**
Introduced by:	
Contact Person/Telephone	**Chassity Bilbo 497-8000 ext. 317**

Summary Explanation: Authorization is requested for fees to be waived for use of barricades to be utilized by Gautier Pride for an organizational celebration at Azteca's Restaurant on May 5, 2019 from 11:00 am until 2:00 am on May 6, 2019.

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 000-2019

WHEREAS, Gautier Pride has requested use of city barricades for an organizational celebration at Azteca's on May 5, 2019 from 11:00 AM until 2:00 AM on May 6, 2019;

WHEREAS, Gautier Pride is a community service entity, and is tax exempt from Federal income tax under section 501 (c) (3) of the Internal Revenue Code;

WHEREAS, the city usually charges $200.00 for the use of the barricades;

WHEREAS, Gautier Pride is receiving matching funds and/or contributions for the celebration in excess of $200.00 in the form of federal, state or private funding which will be used for this event;

WHEREAS, the Mayor and Members of the Council of the City of Gautier, Mississippi, have determined that this event promotes unity and pride within the community. Activities such as this promote the resources available in the City of Gautier.

IT IS THEREFORE ORDERED that the Mayor and Members of the Council of the City of Gautier, Mississippi that the use of the barricades by Gautier Pride is hereby authorized, and the fee of $200.00 is hereby waived

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 April 16, 2019.

CITY OF GAUTIER
MEMORANDUM

To:	Paula Yancey, City Manager
From:	Chassity Bilbo, Recreation Director
Date:	4/8/2019
Subject:	Authorization is requested for barricades to be utilized by Gautier Pride for an organizational celebration at Azteca's Restaurant.

REQUEST:

City Council authorization is requested for barricades to be utilized by Gautier Pride for an organizational celebration at Azteca's Restaurant.

BACKGROUND:

Aztecas restaurant located on Highway 90 has planned an organizational celebration on their premises from 11:00 a.m. May 5, 2019 until 2:00 a.m. on May 6, 2019.

DISCUSSION:

Gautier Pride has requested the use of city barricades for this organizational celebration In addition; Gautier Pride is receiving matching funds and/or contributions for the celebration in excess of $200.00. Gautier Pride is a community service entity.

RECOMMENDATION:

The Parks and Recreation Department recommends the authorization for barricades to be utilized for this organization celebration.
City Council may:
1) Approve the request;
2) Approve the request with changes or
3) May decline to request.

ATTACHMENTS:

1. Consent Agenda Item 7 - Cinco de Mayo Celebration Request
2. Gautier Pride Request 2019

GAUTIER PRIDE, INC.
PO BOX 598,
GAUTIER, MS 39553

April 7, 2019

Paula Yancey, City Manager
City of Gautier

Ref: Aztecas Restaurant & Cantina Cinco de Mayo Celebration

Dear Ms. Yancey:

This letter is a request for the use of city barricades for the Cinco De Mayo Celebration to be held on May 5, 2019, at Aztecas Restaurant, Hwy 90, Gautier. The expenditures for this event are in excess of $200.00. The city barricades are for safety reasons to separate attendees from vehicles in the parking lot and crowd control. We also request that Azteca's restaurant be allowed to promote the event by placing banners at the city's entrance signs. And, in addition, use the digital sign to make citizens aware to be mindful of traffic delays and parking congestion that might occur due to the event. This event is an economic development tool to bring favorable notice, opportunities, possibilities and resources to the City of Gautier.

Gautier Pride, Inc. is a 501(c)3 community based organization. This celebration has become an annual event in our city. Gautier Pride, Inc. is happy to support it.

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

Sincerely,

Kristie Bray, Treasurer
Gautier Pride, Inc.

CITY OF GAUTIER
Consent Agenda Item #8
Fact Sheet

Council Meeting:	**April 16, 2019**
Title:	**Authorization for the City Manager to terminate a Professional Services Agreement (Task Order Edition) and Task Order# 2018-01 with Overstreet & Associates, PLLC**
Introduced by:	
Contact Person/Telephone	**Chassity Bilbo 497-8000 ext. 317**

Summary Explanation: Authorization for the City Manager to terminate a Professional Services Agreement (Task Order Edition) and Task Order# 2018-01 with Overstreet & Associates, PLLC

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 000-2019

WHEREAS, the City entered into a contract with Overstreet & Associates, PLLC on July 17, 2018 for renovations and upgrades to Bacot Park Complex and other engineering services; and

WHEREAS, the City has determined that these services are no longer required from Overstreet & Associates, PLLC, and as such, termination of that agreement is in the best interest of the City; and

WHEREAS, pursuant to the terms of that contract, the City may terminate at its convenience, effective upon receipt of notice of termination;

THEREFORE, IT IS HEREBY ORDERED, by the Mayor and Members of the Council of the City of Gautier, Mississippi, that termination of the Overstreet & Associates, PLLC contract and change order number 2018-01 is hereby authorized; and

IT IS FURTHER ORDERED that written notice of such termination be provided to Overstreet & Associates, PLLC immediately; and

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 April 16, 2019.

CITY OF GAUTIER
MEMORANDUM

To:	Paula Yancey, City Manager
From:	Chassity Bilbo, Recreation Director
Date:	4/8/2019
Subject:	Authorization for the City Manager to terminate a Professional Services Agreement (Task Order Edition) and Task Order# 2018-01 with Overstreet & Associates, PLLC

REQUEST:

The Recreation Director requests City Council authorization for the City Manager to terminate a Professional Services Agreement (Task Order Edition) and Task Order# 2018-01 with Overstreet & Associates, PLLC associated with work for renovations and upgrades to Bacot Park Complex and other engineering services.

BACKGROUND:

On July 17, 2018 the City of Gautier entered into a Professional Services Agreement (Task Order Edition) and Task Order# 2018-01 with Overstreet & Associates, PLLC for Bacot Park Project

DISCUSSION:

The suspension and termination clause is indicated below:
6.06 Suspension and Termination
A. Suspension
1. By Owner: Owner may suspend a Task Order for up to 90 days upon seven days written notice to Engineer.
2. By Engineer: Engineer may suspend services under a Task Order (a) if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or (b) in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.A.4.
3. A suspension on a specific Task Order, whether by Owner or Engineer, shall not affect the duty of the two parties to proceed with their obligations under other Task Orders.
B. Termination for Cause—Task Order: The obligation to provide further services under a specific Task Order may be terminated for cause:
1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the specific Task Order or this Agreement, whose terms govern the specific Task Order, through no fault of the terminating party.
2. By Engineer:
a. upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
b. upon seven days written notice if the Engineer's services under a Task Order are delayed or suspended for more than 90 days as a result of Owner's action or inaction which results in a material breach of this agreement or task order, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.A.5.
c. Notwithstanding the foregoing, neither this Agreement nor the Task Order will terminate under Paragraph 6.06.B.1 if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
C. Termination for Cause—Agreement: In the case of a default by Owner in its obligation to pay Engineer for

its services under more than one specific Task Order, Engineer may request immediate payment of all amounts invoiced on other Task Orders, and may invoice Owner for continued services on such Task Orders on a two-week billing cycle, with payment due within one week of an invoice. If Owner fails to make such payments, then upon seven days notice Engineer may terminate this Agreement, including Engineer's services under all Task Orders.
D. Termination for Convenience by Owner: Owner may terminate a Task Order or this Agreement for Owner's convenience, effective upon Engineer's receipt of notice from Owner.
E. Effective Date of Termination: The terminating party under Paragraphs 6.06.B, C, and D may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Task Order materials in orderly files.
F. Payments Upon Termination:
1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with the specific Task Order and this Agreement, and for all expenses incurred through the effective date of termination, to the extent that the specific Task Order (or Task Orders) allows reimbursement for such expenses. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.

RECOMMENDATION:

The Recreation Director recommends that City Council authorize the City Manager to terminate a Professional Services Agreement (Task Order Edition) and Task Order# 2018-01 with Overstreet & Associates, PLLC

ATTACHMENTS:

1. Professional Services Agreement- Overstreet & Associates PLLC

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

TASK ORDER EDITION

THIS IS AN AGREEMENT effective as of _____ ("Effective Date of the Agreement") between

CITY OF GAUTIER, MISSISSIPPI ("Owner") and

OVERSTREET AND ASSOCIATES, PLLC ("Engineer").

Other terms used in this Agreement are defined in Article 7.

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

A. Engineer's services will be detailed in a duly executed Task Order for each Specific Project. The general format of a Task Order is shown in Attachment 1 to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided.

B. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.

C. Engineer shall not be obligated to perform any prospective Task Order unless and until Owner and Engineer agree as to the particulars of the Specific Project, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters.

1.02 *Task Order Procedure*

A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. With respect to the scope of Engineer's services, each specific Task Order shall either (1) be accompanied by and incorporate a customized Exhibit A, "Engineer's Services for Task Order," prepared for the Specific Project, (2) state the scope of services in the Task Order document itself, or (3) incorporate by reference all or portions of Exhibit A, "Engineer's Services for Task Order," as attached to this Agreement. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.

B. Engineer will commence performance as set forth in the Task Order.

C. Engineer shall provide, or cause to be provided, the services set forth in the Task Order.

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ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

A. Owner shall have the responsibilities set forth in this Agreement; in Exhibit B, "Owner's Responsibilities"; and in each Task Order.

B. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4 and Exhibit C.

C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement; such responsibility extends to requirements, instructions, programs, reports, data, and other information furnished by Owner pursuant to any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of: (1) any development that affects the scope or time of performance of Engineer's services; (2) the presence at the Site of any Constituent of Concern; or (3) any relevant, material defect or nonconformance in Engineer's services, the Work, the performance of any Constructor, or in Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

3.01 *Term*

A. This Agreement shall be effective and applicable to Task Orders issued hereunder for Two (2) years from the Effective Date of the Agreement.

B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

3.02 *Times for Rendering Services*

A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of the Specific Project, or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

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D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

E. If Engineer fails, through its own fault, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

F. With respect to each Task Order, the number of Construction Contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established shall be identified in the Task Order. If the Work designed or specified by Engineer under a Task Order is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), then the Task Order will state the schedule for performance of Engineer's services in order to sequence and properly coordinate such services as are applicable to the Work under the Construction Contracts. If the Task Order does not address such sequencing and coordination, then Owner and Engineer shall jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order whether or not the work under such contracts is to proceed concurrently.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices, the terms of Exhibit C, and the specific Task Order. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.

B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

2. Engineer may, after giving seven days written notice to Owner, suspend services under any Task Order issued until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.

D. *Sales or Use Taxes:* If after the Effective Date of a Task Order any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under the Task Order, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement

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shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C and the specific Task Order.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

A. If a Construction Cost limit for a Specific Project is established between Owner and Engineer in a Task Order, then such Construction Cost limit and Engineer's rights and responsibilities with respect thereto will be governed by Exhibit F, "Construction Cost Limit," which shall be attached to and incorporated in the Task Order. If no Construction Cost limit is established in a Task Order, then Exhibit F does not apply.

5.03 *Opinions of Total Project Costs*

A. The services, if any, of Engineer with respect to Total Project Costs for a Specific Project shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by

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others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures*

1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. Each Task Order is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date of the Task Order. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

a. changes after the Effective Date of the Task Order to Laws and Regulations;

b. the receipt by Engineer after the Effective Date of the Task Order of Owner-provided written policies and procedures;

c. changes after the Effective Date of the Task Order to Owner-provided policies or procedures.

F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon Engineer signing any such document.

G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or in the specific Task Order.

H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.

J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

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K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or for enforcement of construction insurance or surety bonding requirements.

L. Engineer's services do not include providing legal advice or representation.

M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

N. While at a Site, Engineer, its Consultant, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

A. For each design performed or furnished, Engineer shall be responsible only for those Construction Phase services that have been expressly required of Engineer in the authorizing Task Order. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against Engineer that may be in any way connected to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in the authorizing Task Order.

6.03 *Use of Documents*

A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Specific Project is completed.

B. If Engineer is required to prepare or furnish Drawings or Specifications under the specific Task Order, then Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.

C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. Engineer grants Owner a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as

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appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and its Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Specific Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

A. Owner and Engineer may transmit, and shall accept, Specific Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Specific Project website, in accordance with a mutually agreeable protocol.

B. If this Agreement or a Task Order does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

A. Commencing with the Effective Date of the Agreement, Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer that is applicable to a Specific Project.

B. Commencing with the Effective Date of the Agreement, Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability insurance policies carried by Owner, which are applicable to the Specific Project.

C. Owner shall require Contractors to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Specific Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor.

D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished promptly after the Effective Date of the Agreement and at renewals thereafter during the life of this Agreement.

E. All policies of property insurance relating to a Specific Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of

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payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Specific Project. Owner and Engineer shall take appropriate measures in other Specific Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

G. Under the terms of any Task Order, or after commencement of performance of a Task Order, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner.

6.06 *Suspension and Termination*

A. *Suspension*

1. By Owner: Owner may suspend a Task Order for up to 90 days upon seven days written notice to Engineer.

2. By Engineer: Engineer may suspend services under a Task Order (a) if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or (b) in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.A.4.

3. A suspension on a specific Task Order, whether by Owner or Engineer, shall not affect the duty of the two parties to proceed with their obligations under other Task Orders.

B. *Termination for Cause—Task Order:* The obligation to provide further services under a specific Task Order may be terminated for cause:

1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the specific Task Order or this Agreement, whose terms govern the specific Task Order, through no fault of the terminating party.

2. By Engineer:

a. upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

b. upon seven days written notice if the Engineer's services under a Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of

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the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.A.5.

c. Engineer shall have no liability to Owner on account of such termination.

d. Notwithstanding the foregoing, neither this Agreement nor the Task Order will terminate under Paragraph 6.06.B.1 if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

C. *Termination for Cause—Agreement:* In the case of a default by Owner in its obligation to pay Engineer for its services under more than one specific Task Order, Engineer may request immediate payment of all amounts invoiced on other Task Orders, and may invoice Owner for continued services on such Task Orders on a two-week billing cycle, with payment due within one week of an invoice. If Owner fails to make such payments, then upon seven days notice Engineer may terminate this Agreement, including Engineer's services under all Task Orders.

D. *Termination for Convenience by Owner:* Owner may terminate a Task Order or this Agreement for Owner's convenience, effective upon Engineer's receipt of notice from Owner.

E. *Effective Date of Termination:* The terminating party under Paragraphs 6.06.B, C, and D may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Task Order materials in orderly files.

F. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with the specific Task Order and this Agreement, and for all expenses incurred through the effective date of termination, to the extent that the specific Task Order (or Task Orders) allows reimbursement for such expenses. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.F.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

6.07 *Controlling Law*

A. This Agreement is to be governed by the Laws and Regulations of the state of Mississippi.

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6.08 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. 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 this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. The Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in any Construction Contract Documents prepared for any Specific Project under this Agreement.

6.09 *Dispute Resolution*

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.

B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order):

1. Owner represents to Engineer that as of the Effective Date of the Task Order, to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

2. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (a) Owner and (b) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

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3. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

4. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, immediately suspend performance of services on the portion of the Specific Project affected thereby until such portion of the Specific Project is no longer affected.

5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under the specific Task Order, then the Engineer shall have the option of (a) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (b) terminating the specific Task Order for cause on seven days notice.

6. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under a specific Task Order or this Agreement.

6.11 *Indemnification and Mutual Waiver*

A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to this Agreement, any Task Order, or any Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.

B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations.

C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys' fees) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under any Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this Paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

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D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

E. *Percentage Share of Negligence*: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

F. *Mutual Waiver*: To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Task Order, or a Specific Project, from any cause or causes.

6.12 *Records Retention*

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under each Task Order, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement 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.

D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims*: To the fullest extent permitted by Laws and Regulations, all causes of action arising under a Specific Project shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion of such Specific Project.

F. *Applicability to Task Orders:* The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.

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G. *Non-Exclusive Agreement*: Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other project owners for the same or different services contemplated hereunder.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Task Order, or in the following definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. *Additional Services*—Services to be performed for or furnished to Owner by Engineer in accordance with a Task Order, but which are not included in Basic Services for that Task Order.

3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Article 8.

4. *Application for Payment*—The form acceptable to Engineer which is to be used by a Contractor in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with a specific Task Order, as specified in the Task Order (but not including Additional Services performed or furnished pursuant to an amendment to the specific Task Order).

6. *Change Order*—A document which is signed by a Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

7. *Change Proposal*—A written request by a Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation,

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ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

10. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.

11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

12. *Construction Contract Times*—The numbers of days or the dates by which a Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion, and (c) complete the Work.

13. *Construction Cost*—The cost to Owner of the construction of those portions of an entire Specific Project designed or specified by or for Engineer under this Agreement and the specific Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damage to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with a Specific Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and their employees, agents, and representatives.

15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.

16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.

17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by a Contractor.

19. *Effective Date of the Agreement*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

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20. *Effective Date of the Task Order*—The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.

21. *Engineer*—The individual or entity named as such in this Agreement.

22. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

24. *Owner*—The individual or entity with which Engineer has entered into this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.

25. *Record Drawings*—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

26. *Resident Project Representative*—The authorized representative, if any, of Engineer assigned to assist Engineer at the Site of a Specific Project during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of the RPR. The duties and responsibilities of the RPR will be as set forth in each Task Order.

27. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

28. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

29. *Site*—Lands or areas indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for use of a Contractor.

30. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

31. *Specific Project*—The total specific undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.

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32. *Subcontractor*—An individual or entity having a direct contract with a Contractor or with any other Subcontractor for the performance of a part of the Work.

33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with a Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

35. *Task Order*—A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project.

36. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.

37. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents for a Specific Project. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning; all as required by such Construction Contract Documents.

38. *Work Change Directive*—A written directive to a Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day:* The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Suggested Form of Task Order*

A. The Suggested Form of Task Order is attached as Attachment 1, and shall be used as the basis for preparing a specific Task Order for each Specific Project under this Agreement.

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8.02 *Exhibits Included:*

A. Exhibit A, Engineer's Services for Task Order. Services, tasks, and terms in Exhibit A as included with this Agreement are for reference in preparing the scope of services for specific Task Orders, and are contractually binding only to the extent expressly incorporated in a specific Task Order.

B. Exhibit B, Owner's Responsibilities. This Exhibit applies to all Task Orders.

C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses. The terms of Exhibit C that will be applicable to and govern compensation under a specific Task Order will be determined by the selection of compensation methods made in Paragraph 6, "Payments to Engineer," of the specific Task Order.

D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. This Exhibit is not contractually binding except when expressly incorporated in a specific Task Order.

~~E. Exhibit E, Notice of Acceptability of Work. Engineer shall use this Notice of Acceptability of Work form at the conclusion of construction on a Specific Project if (1) the form is expressly incorporated by reference in a specific Task Order, and Engineer's scope of services in the specific Task Order includes providing such a notice to Owner and Contractor, and (2) the Work is in fact acceptable pursuant to applicable requirements, subject to the terms of the notice.~~

~~F. Exhibit F, Construction Cost Limit. This Exhibit is contractually binding only with respect to those specific Task Orders that (1) expressly incorporate Exhibit F by reference in the Task Order, Paragraph 2, "Services of Engineer," and (2) expressly state a specific Construction Cost Limit and contingency for the Specific Project in Paragraph 2, "Services of Engineer," of the specific Task Order.~~

G. Exhibit G, Insurance. This Exhibit is applicable to all Task Orders.

~~H. Exhibit H, Dispute Resolution. This Exhibit is applicable to all Task Orders.~~

~~I. Exhibit I, Limitations of Liability. This Exhibit is applicable to all Task Orders.~~

~~J. Exhibit J, Special Provisions. This Exhibit is applicable to all Task Orders.~~

K. Exhibit K, Amendment to Task Order. Owner and Engineer may use this form during a Specific Project to modify the specific Task Order.

8.03 *Total Agreement*

A. This Agreement (together with the Exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.

B. An executed Task Order under this Agreement (including any incorporated exhibits or attachments) constitutes the entire agreement between Owner and Engineer with respect to the Specific Project, and supersedes all prior written or oral understandings. Such a Task Order may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments to such a Task Order should be based whenever possible on the format of Exhibit K to this Agreement.

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8.04 *Designated Representatives*

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party that the individual represents. Each Task Order shall likewise designate representatives of the two parties with respect to that Task Order.

8.05 *Engineer's Certifications*

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.

OWNER: CITY OF GAUTIER, MISSISSIPPI	ENGINEER: OVERSTREET AND ASSOCIATES, PLLC
By:	By: F. Jason Overstreet
Print Name: Paula Yancey	Print Name: F. Jason Overstreet, PE
Title: City Manager	Title: President
Date Signed:	Date Signed: 7.10.2018
	Engineer License or Firm's Certificate No. (if required): 18601
	State of : Mississippi
Address for Owner's receipt of notices:	Address for Engineer's receipt of notices:
3330 Highway 90, Gautier, MS 39503	161 Lameuse Street, Suite 203, Biloxi, MS 39530
DESIGNATED REPRESENTATIVE (Paragraph 8.04):	DESIGNATED REPRESENTATIVE (Paragraph 8.04):
Paula Yancey	F. Jason Overstreet, PE
Title: City Manager	Title: President
Phone Number: 228-497-8000	Phone Number: 228.967.7137
E-Mail Address: pyancey@gautier-ms.gov	E-Mail Address: jason@overstreeteng.com

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ATTACHMENT 1
SUGGESTED FORM OF
TASK ORDER

This is Task Order No. _____, consisting of _____ pages.

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated [ ] ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

a. Effective Date of Task Order:
b. Owner:
c. Engineer:
d. Specific Project (title):
e. Specific Project (description):

2. Services of Engineer

A. The specific services to be provided or furnished by Engineer under this Task Order are:

The services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference:

- Study and Report Services (Exhibit A, Paragraph A1.01)
- Preliminary Design Phase (Exhibit A, Paragraph A1.02)
- Final Design Phase (Exhibit A, Paragraph A1.03)
- Bidding or Negotiating Services (Exhibit A, Paragraph A1.04)
- Construction Phase Services (Exhibit A, Paragraph A1.05)
    - including Resident Project Representative (RPR) services (A1.05.A.2)
- Post-Construction Phase Services (Exhibit A, Paragraph A1.06)
- Commissioning Services (Exhibit A, Paragraph A1.07)

B. Resident Project Representative (RPR) Services

If the scope of services established in Paragraph 2.A above includes RPR services, then Exhibit D of the Agreement is expressly incorporated in this Task Order by reference.

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C. Other Services

Engineer shall also provide the following services:

D. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Additional Services

A. Additional Services that may be authorized or necessary under this Task Order are:

Set forth as Additional Services in Part 2—Additional Services, of Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following:

5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

Party	Action	Schedule
Engineer	Furnish [ ] review copies of the Report and other Study and Report Phase deliverables to Owner.	Within [ ] days of the Effective Date of the Task Order.
Owner	Submit comments regarding Report and other Study and Report Phase deliverables to Engineer.	Within [ ] days of the receipt of Report and other Study and Report Phase deliverables from Engineer.
Engineer	Furnish [ ] copies of the revised Report and other Study and Report Phase deliverables to Owner.	Within [ ] days of the receipt of Owner's comments regarding the Report and other Study and Report Phase deliverables.
Engineer	Furnish [ ] review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within [ ] days of Owner's authorization to proceed with Preliminary Design Phase services.
Owner	Submit comments regarding Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	Within [ ] days of the receipt of Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables from Engineer.

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Engineer	Furnish [ ] copies of the revised Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within [ ] days of the receipt of Owner's comments regarding the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Furnish [ ] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within [ ] days of Owner's authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Engineer.	Within [ ] days of the receipt of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables from Engineer.
Engineer	Furnish [ ] copies of the revised final Drawings and Specifications, assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within [ ] days of the receipt of Owner's comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)	$[ ]	[ ]
a. Study and Report Phase (A1.01)	$[ ]	[ ]
b. Preliminary and Final Design Phase (A1.02, A1.03)	$[ ]	[ ]
c. Bidding or Negotiating Phase (A1.04)	$[ ]	[ ]
d. Construction Phase (A1.05)*	$[ ]	[ ]
e. Resident Project Representative Services* (A1.05.A.2).	$[ ]	[ ]
f. Post-Construction Phase (A1.06)	$[ ]	[ ]
g. Commissioning Phase (A1.07)	$[ ]	[ ]

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h. Other Services (see A1.08, and 2.D above)	$[ ]	[ ]
TOTAL COMPENSATION (lines 1.a-h)	$[ ]	
2. Additional Services (Part 2 of Exhibit A)	(N/A)	[ ]

*Based on a [ ] -month continuous construction period.

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Consultants retained as of the Effective Date of the Task Order:

8. Other Modifications to Agreement and Exhibits:

9. Attachments:

10. Other Documents Incorporated by Reference:

11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is [ ].

OWNER:

By: _____

Print Name: _____

Title: _____

ENGINEER:

By: _____

Print Name: _____

Title: _____

Engineer License or Firm's Certificate No. (if required): _____

State of: _____

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DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Title: _____

Address: _____

E-Mail Address: _____

Phone: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Title: _____

Address: _____

E-Mail Address: _____

Phone: _____

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This is **EXHIBIT A**, consisting of 15 pages, referred to in and part of the **Task Order** dated _____.

Engineer's Services for Task Order

PART 1—BASIC SERVICES

A1.01 *Study and Report Phase Services*

A. As Basic Services, Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.

    a. If Owner has already identified one or more potential solutions to meet its Specific Project requirements, then proceed with the study and evaluation of such potential solutions:

    b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.

    c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify three alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.

2. Identify potential solution(s) to meet Owner's Specific Project requirements, as needed.

3. Study and evaluate the potential solution(s) to meet Owner's Specific Project requirements.

4. Visit the Site, or potential Specific Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.

5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Specific Project requirements, and preparation of a related report.

6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Specific Project.

7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Specific Project to be designed or specified by Engineer, including but

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not limited to mitigating measures identified in an environmental assessment for the Specific Project.

8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.

9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.

10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Specific Project Strategies, Technologies, and Techniques."

11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Specific Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.

12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.

13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.

14. Pursuant to the Task Order schedule, furnish the required number of review copies of the Report and any other Study and Report Phase deliverables to Owner, and review it with Owner. Owner shall submit to Engineer any comments regarding the furnished items within the time established in the Task Order schedule.

15. Pursuant to the Task Order schedule, revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish the required number of copies of the revised Report and any other Study and Report Phase deliverables to the Owner.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

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A1.02 *Preliminary Design Phase*

A. As Basic Services, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Specific Project.

2. In preparing the Preliminary Design Phase documents, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.

3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.

4. Visit the Site as needed to prepare the Preliminary Design Phase documents.

5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

6. Continue to assist Owner with Specific Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

9. Pursuant to the Task Order schedule, furnish the required number of review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner, and review them with Owner. Within the time established in the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items.

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10. Pursuant to the Task Order schedule, revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner the required number of copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

A. As Basic Services, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.

9. Pursuant to the Task Order schedule, furnish for review by Owner, its legal counsel, and other advisors, the required number of copies of the final Drawings and Specifications, assembled drafts

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of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, and review them with Owner. Within the time required by the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

10. Pursuant to the Task Order schedule, revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit the required number of final copies of such documents to Owner after receipt of Owner's comments and instructions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

C. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Task Order is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Task Order.

A1.04 *Bidding or Negotiating Phase*

A. As Basic Services, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.

2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.

4. Consult with Owner as to the qualifications of prospective contractors.

5. Consult with Owner as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors , provided that such proposals are allowed by the bidding-related documents (or requests for proposals or

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other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.

8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Task Order).

A1.05 *Construction Phase*

A. As Basic Services, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in the Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.

3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the testing services identified in Exhibit B, Paragraph B2.01.A.

4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.

5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such

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protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

    a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement, this Task Order, and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

    b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither

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guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

14. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

15. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Owner's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.

16. *Non-reviewable matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not

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extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

18. *Substitutes and "or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.

19. *Inspections and Tests:*

    a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

    b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

    c. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

    a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such

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payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement or this Task Order. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") (also available as a construction form, EJCDC® C-626 (2013)) that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under the Agreement and this Task Order.

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25. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the specific Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the final Construction Contract under the Task Order.

A1.06 *Post-Construction Phase*

A. Upon written authorization from Owner during the Post-Construction Phase, as Basic Services, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

A1.07 *Commissioning Phase*

A. As Basic Services, Engineer shall:

1. Assist Owner in connection with the adjusting of Specific Project equipment and systems.

2. Assist Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.

3. Prepare operation and maintenance manuals.

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4. Assist Owner in developing procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related record-keeping.

5. Prepare and furnish to Owner, in the format agreed to, Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

A1.08 *Other Services:* Each specific Task Order may include Basic Services that do not fit into the categories above. Such services should be expressly stated in the specific Task Order itself.

PART 2—ADDITIONAL SERVICES

A2.01 *Additional Services Requiring an Amendment to Task Order*

A. *Advance Written Authorization Required:* During performance under a Task Order, Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the types listed below. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.

2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Task Order or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.

5. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.

6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.

7. Undertaking investigations and studies including, but not limited to:

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a. detailed consideration of operations, maintenance, and overhead expenses;

b. based on the engineering and technical aspects of the Project, the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

c. preparation of appraisals;

d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;

e. detailed quantity surveys of materials, equipment, and labor; and

f. audits or inventories required in connection with construction performed or furnished by Owner.

8. Furnishing services of Consultants for other than Basic Services.

9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

10. Providing the following services:

a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.C or the specific Task Order.

b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.

11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services.

12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.

14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.

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15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.

16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.

18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.

19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.

20. Preparation of operation, maintenance, and staffing manuals.

21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).

22. Assistance to Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.

23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.

24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project.

25. Overtime work requiring higher than regular rates.

26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

28. Excessive services during any correction period, or with respect to guarantees called for in the Construction Contract (except as agreed to under Basic Services).

29. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.

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30. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

B. *Advance Written Authorization Not Required:* Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.

6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.

7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.

8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

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This is **EXHIBIT B**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated _____.

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Task Order.

B2.01 *Specific Responsibilities*

A. Owner shall:

1. Provide Engineer with all criteria and full information as to Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.

2. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

3. Furnish to Engineer any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

4. Following Engineer's assessment of initially-available Specific Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

   a. Property descriptions.

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b. Zoning, deed, and other land use restrictions.

c. Utility and topographic mapping and surveys.

d. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

e. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.

f. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.

g. Data or consultations as required for the Project but not otherwise identified in this Agreement.

5. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

6. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:

   a. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

   b. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.

   c. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.

7. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

8. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

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9. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.

10. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

11. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, other work is to be performed at or adjacent to the Site by others or by employees of Owner, or if Owner arranges to have work performed at the Site by utility owners, then Owner shall coordinate such work unless Owner designates an individual or entity to have authority and responsibility for coordinating the activities among the various prime Contractors and others performing work. In such case Owner shall define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

12. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

13. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

14. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.

15. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.

16. Place and pay for advertisement for Bids in appropriate publications.

17. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

18. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

19. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

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20. Perform or provide the following:

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This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated _____.

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Basis of Compensation*

A. The bases of compensation (compensation methods) for Basic Services (including if applicable the bases of compensation for individual phases of Basic Services) and for Additional Services shall be identified in each specific Task Order (see Suggested Form of Task Order, Paragraph 6). Owner shall pay Engineer for services in accordance with the applicable basis of compensation.

B. The three following bases of compensation are used for services under the Task Orders, as identified in each specific Task Order:

1. Lump Sum (plus any expenses expressly eligible for reimbursement)

2. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)

3. Direct Labor Costs Times a Factor (plus any expenses expressly eligible for reimbursement)

C2.02 *Explanation of Compensation Methods*

A. *Lump Sum*

1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.

2. The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Consultant charges.

3. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of the services in the specified category (see Appendix 1 for rates or charges): [ ] ***[List any such reimbursable expenses here, or indicate "None." If "None" then the reference to Appendix 1 may be deleted.]***

4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

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B. *Standard Hourly Rates*

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.

2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit as Appendices 1 and 2.

4. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Consultants' charges, if any).

5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses (including Consultant's charges, if any).

6. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually (as of January, 2018 to reflect equitable changes in the compensation payable to Engineer.

C2.03 *Reimbursable Expenses*

A. Under the Lump Sum method basis of compensation to Engineer, unless expressly indicated otherwise the Lump Sum amount **includes** the following categories of expenses: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; and Consultant charges. These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in C2.02.A.3 above.

B. Expenses eligible for reimbursement under the Standard Hourly Rate methods of compensation include the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Task Order: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier services; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; Consultant charges; and any other expenses identified in Appendix 1.

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C. Reimbursable expenses reasonably and necessarily incurred in connection with services provided under the Standard Hourly Rate methods shall be paid at the rates set forth in Appendix 1, Reimbursable Expenses Schedule, subject to the factors set forth below.

D. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the Specific Project, the latter multiplied by a factor of 1.0.

E. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges shall be the amount billed by such Consultants to Engineer times a factor of 1.0.

F. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C2.04 *Serving as a Witness*

A. For services performed by Engineer's employees as witnesses giving testimony in any litigation, arbitration or other legal or administrative proceeding under Paragraph A2.01.A.20, at a rate of 2.0 times the witness's standard hourly rate. Compensation for Consultants for such services will be by reimbursement of Consultants' reasonable charges to Engineer for such services.

C2.05 *Other Provisions Concerning Payment*

A. *Extended Contract Times:* Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.

B. *Estimated Compensation Amounts*

1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.

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This is **Appendix 1 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition**, dated _____.

Reimbursable Expenses Schedule

Expenses eligible for reimbursement are subject to review and adjustment per Exhibit C. Rates and charges for reimbursable expenses as of the date of the Agreement are:

Letter, Legal or Tabloid Copies	$0.20/page, black and white $0.50/page, color
Copies of Drawings	$2.00/sheet, 24" x 36" $3.00/sheet, 30" x 42"
Mileage (auto-outside 3 coastal county area)	$0.55/mile
Meals and Lodging (outside 3 coastal county area)	at cost

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This is **Appendix 2 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated _____.

Standard Hourly Rates Schedule

The following standard hourly rates are subject to review and adjustment per Exhibit C. Hourly rates for services as of the Effective Date of the Task Order are:

Position	Hourly Rate
Principal	$165.00
Professional Engineer V	$155.00
Professional Engineer IV	$145.00
Professional Engineer III	$135.00
Professional Engineer II	$125.00
Professional Engineer I	$115.00
Engineer Intern III	$115.00
Engineer Intern II	$95.00
Engineer Intern I	$85.00
Professional Land Surveyor	$110.00
Senior Project Manager	$115.00
Sr. Survey Crew Chief	$85.00
Sr. Resident Project Representative	$85.00
Engineering Technician III	$80.00
Engineering Technician II	$75.00
Engineering Technician I	$65.00
CADD Technician III	$90.00
CADD Technician II	$80.00
CADD Technician I	$70.00
Project Technician	$70.00
Administrative/Clerical	$65.00
Surveys with RTK GPS Equipment	$15.00

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This is **EXHIBIT D**, consisting of 6 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated _____.

Schedule of Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

The following duties, responsibilities, and limitations of authority may be incorporated in the Task Order for a Specific Project:

D1.01 *Resident Project Representative*

A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, as incorporated in this Task Order, are applicable.

C. The duties and responsibilities of the RPR are as follows:

1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

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4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

5. *Liaison*

   a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.

   b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

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

6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,

7. *Shop Drawings and Samples*

   a. Record date of receipt of Samples and Contractor-approved Shop Drawings.

   b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

   c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.

8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.

9. *Review of Work; Defective Work*

   a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

   b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not

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compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work; and

c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups*

a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.

b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.

e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records*

a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.

b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

c. Upon request from Owner to Engineer, photograph or video work in progress or Site conditions.

d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

e. Maintain records for use in preparing Specific Project documentation.

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f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports*

a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.

d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion*:

a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion, submit a punch list of observed items requiring completion or correction.

b. Participate in Engineer's visit to the Site in the company of, Owner, and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).

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2. Exceed limitations of Engineer's authority as set forth in this Agreement.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.

5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize Owner to occupy the Specific Project in whole or in part.

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This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 *Insurance*

A. The limits of liability for the insurance required by paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By ENGINEER:

a. Workers' Compensation	Statutory
b. Employer's Liability -	
1. Each Accident:	$ 100,000
2. Disease, Policy Limit:	$ 500,000
3. Disease, Each Employee:	$ 100,000
c. General Liability -	
1. Each Occurrence (Bodily Injury and Property Damage):	$ 1,000,000
2. General Aggregate:	$ 2,000,000
d. Excess or Umbrella Liability -	
1. Each Occurrence:	NONE
2. General Aggregate:	NONE
e. Automobile Injury -	
1. Bodily Injury:	
a. Each Accident	N/A
2. Property Damage:	
a. Each Accident (OR)	N/A
1. Combined Single Limit (Bodily Injury and Property Damage): Each Accident	$ 1,000,000
f. Other (specify):	
N/A	$ N/A

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2. By Owner:

a. Workers' Compensation: Statutory

b. Employer's Liability –

1)	Bodily injury, each accident	$_____
2)	Bodily injury by disease, each employee	$_____
3)	Bodily injury/disease, aggregate	$_____

c. General Liability –

1)	General Aggregate:	$_____
2)	Each Occurrence (Bodily Injury and Property Damage):	$_____

d. Excess Umbrella Liability --

1)	Each Occurrence:	$_____
2)	General Aggregate:	$_____

e. Automobile Liability –

1)	Combined Single Limit (Bodily Injury and Property Damage): Each Accident	$_____

f. Other (specify): $_____

B. Additional Insureds:

1. Engineer and the Consultants identified in the Task Order for a Specific Project shall be listed on Owner's general liability policies of insurance as additional insureds.

2. During the term of each Task Order the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.

3. The Owner shall be listed on Engineer's general liability policy.

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This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated _____.

Amendment To Task Order No. _____

1. Background Data:

a. Effective Date of Task Order:

b. Owner:

c. Engineer:

d. Specific Project:

2. Description of Modifications

[Include the following paragraphs that are applicable and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

a. Engineer shall perform the following Additional Services: [ ]

b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows: [ ]

c. The responsibilities of Owner with respect to the Task Order are modified as follows: [ ]

d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: [ ]

e. The schedule for rendering services under this Task Order is modified as follows: [ ]

f. Other portions of the Task Order (including previous amendments, if any) are modified as follows: [ ]

[List other Attachments, if any]

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3. Task Order Summary (Reference only)

a.	Original Task Order amount:	$[ ]
b.	Net change for prior amendments:	$[ ]
c.	This amendment amount:	$[ ]
d.	Adjusted Task Order amount:	$[ ]

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:		ENGINEER:	
By:	_____	By:	_____
Title:	_____	Title:	_____
Date Signed:	_____	Date Signed:	_____

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CITY OF GAUTIER
Consent Agenda Item #9
Fact Sheet

Council Meeting:	**April 16, 2019**
Title:	**Authorization to enter into a Professional Services Agreement with Heflin Engineering for work associated with the Bacot Park Project**
Introduced by:	
Contact Person/Telephone	**Chassity Bilbo 497-8000 Ext. 317**

Summary Explanation: Authorization to enter into a Professional Services Agreement with Heflin Engineering for work associated with the Bacot Park Project in an amount not to exceed $128,500.

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 000-2019

WHEREAS, in an effort to attract more community and recreational activities at Bacot park, upgrades to the facilities are needed because many of the amenities are no longer able to be utilized and are in need of repair or demolishing; and

WHEREAS, staff desires to develop a conceptual master plan for the park and then perform detailed design on a "Phase 1" project; and

WHEREAS, master plan amenities are anticipated to include: Organized sports fields/courts, children's play area, walking track, covered open-air gym, multi-use open air-court, pavilion, parking, lighting and security and fencing; and

WHEREAS, Heflin Engineering has offered to provide the geotechnical investigation, conceptual, preliminary, and final design phase of the project pursuant to the attached Contract for Professional Services; and

WHEREAS, the bidding, contracting, and construction phase will occur at a later date with additional Council's approval; and

WHEREAS, the Mayor and Council Members hereby find that entering this professional services agreement 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 professional services agreement with Heflin Engineering for work associated with the Bacot Park Project in an amount not to exceed $128,500 is hereby approved and authorized.

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

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

AYES:

NAYS:

_____

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 16, 2019.

CITY OF GAUTIER
MEMORANDUM

To:	Paula Yancey, City Manager
From:	Chassity Bilbo, Recreation Director
Date:	4/9/2019
Subject:	Authorization and approval of a Professional Services Agreement with Heflin Engineering, Inc. for the Bacot Park Project

---

REQUEST:

The Recreation Director requests City Council authorization to enter into a professional services agreement with Heflin Engineering, Inc. for work associated with the Bacot Park Project in an amount not to exceed $128,500.

BACKGROUND:

In an effort to attract more community and recreational activities at Bacot Park, upgrades to the facilities are needed. Existing amenities in the park include a football field, baseball fields, multi-purpose fields, concession stand, restrooms, pavilion, splash pad, and playground. Many of these amenities are no longer able to be utilized and are in need of repair or demolishing. Staff desires to develop a conceptual master plan for the park, and then perform detailed design on a "Phase 1" project. Master plan amenities are anticipated to include:

•Organized sports fields/courts (baseball, football, basketball)
•Children's play area
•Walking track
•Covered, open-air gym
•Multi-use, open-air court
•Pavilion
•Parking
•Lighting and security
•Fencing

DISCUSSION:

Heflin Engineering will provide the geotechnical investigation, conceptual, preliminary, and final design phase of the project. The bidding, contracting, and construction phase will occur at a later date and will require additional approval from City Council.

RECOMMENDATION:

The Recreation Director recommends that City Council authorize entering into a professional services agreement Heflin Engineering, Inc. for work associated with the Bacot Park Project in an amount not to exceed $128,500.

City Council May:

1.Approve the professional services agreement with Heflin Engineering, Inc. for work associated with the Bacot Park Project in an amount not to exceed $128,500.

2.Not approve the professional services agreement with Heflin Engineering, Inc. for work associated with the Bacot Park Project in an amount not to exceed $128,500.

ATTACHMENTS:

1. Professional Services Agreement -Heflin Engineering

AGREEMENT

FOR

PROFESSIONAL SERVICES

* * * * *

THIS IS AN AGREEMENT made between CITY OF GAUTIER, MISSISSIPPI (hereinafter called OWNER) and HEFLIN ENGINEERING, INC. (hereinafter called ENGINEER). OWNER intends to construct various improvements to Bacot Park (hereinafter called the Project) in Gautier, Mississippi; and ENGINEER intends to provide certain professional services related to Design Phase services for construction of said improvements as more particularly set forth herein.

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

SECTION 1 - SERVICES OF ENGINEER

The City of Gautier owns and operates Bacot Park, an estimated 19 acre park located along Ladnier Road. Existing amenities in the park include a football field, baseball fields, multi-purpose fields, concession stand, restrooms, pavilion, splashpad, and playground. Many of these amenities are no longer usable and are in need of repair or demolishing. The City of Gautier desires to retain the services of the ENGINEER to develop a conceptual master plan for the park, and then perform detailed design on a "Phase 1" project. Master plan amenities are anticipated to include:

- Organized sports fields/courts(baseball, football, basketball)
- Children's play area
- Walking track
- Covered, open-air gym
- Multi-use, open-air court
- Pavilion
- Parking
- Lighting and security
- Fencing

Where feasible, existing park amenities are anticipated to be

reused and rehabilitated. The OWNER has dedicated $1,500,000 in construction funds for a "Phase 1" project. "Phase 1" amenities are anticipated to include:

- Covered, open-air gym (to be later closed in)
- Parking
- Lighting and security
- Perimeter fencing
- Other master plan amenities within the "Phase 1" budget

The ENGINEER proposes to provide professional services related to the proposed Project amenities as follows:

Conceptual Design Phase

Upon execution of this Agreement, the Conceptual Design Phase shall begin and the ENGINEER will:

1. Meet with the OWNER to determine program elements, including design objectives, limitations, and criteria; site, space, people, and equipment requirements; and condition of existing facilities.
2. Prepare a conceptual master plan for the entire park.
3. Prepare supporting conceptual drawings, including precedent images, renderings, and sketches.
4. Prepare a conceptual Opinion of Probable Cost (OPC).
5. Review conceptual design deliverables with the OWNER and determine the "Phase 1" improvements to be further designed and developed in the following services.

Preliminary Design Phase

Upon approval of the Conceptual Design Phase, the Preliminary Design Phase shall begin and the ENGINEER will, for a "Phase 1" project with a construction budget of $1,500,000:

1. Perform a topographic survey of the project.
2. Prepare design development drawings and details, including site plans, floor plans, and elevations.
3. Prepare preliminary specifications.
4. Prepare a preliminary Opinion of Probable Cost (OPC).
5. Review Preliminary Design drawings and OPC with the OWNER.

Final Design Phase

Upon approval of the Preliminary Design Phase, the Final Design Phase shall begin and the ENGINEER will:

1. Using the approved Preliminary Design Drawings, perform detailed final design of the project.

2. Prepare final construction drawings and details.
3. Prepare final project specifications.
4. Prepare contract documents for bidding.
5. Prepare an updated Opinion of Probable Cost (OPC).
6. Review final drawings, specifications, contract documents, and OPC with the OWNER.

Bidding, Contracting & Construction Phase

Future. To Be Determined.

Geotechnical Investigation

For the "Phase 1" improvement areas, the ENGINEER will perform a geotechnical investigation of the subsurface conditions, including the following:

1. Perform soil borings of quantities and depths as follows:
   a. Eight (8) soil borings to depths of 10 feet for pavement and grading areas
   b. Four (4) soil borings to depths of 20 feet for structures
   c. Locations are to be determined and are assumed to be easily accessible and generally clear of vegetation and obstructions
2. Obtain samples at approximate 3-ft intervals of depth.
3. Perform a field classification of the soil samples.
4. Perform a laboratory analysis of the soils to investigate strengths, classifications, and volume change properties.
5. Prepare a geotechnical report of the findings with recommendations for site preparation, earthwork construction, and foundation design and construction.

SECTION 2 - OWNER'S RESPONSIBILITIES

1. The OWNER will provide all criteria and full information as to his/her requirements for the Project.
2. The OWNER will assist the ENGINEER by providing any and all information which the OWNER has compiled or has available that is pertinent to the Project.
3. The OWNER will arrange for access to and make all provisions for the ENGINEER to enter upon properties as required for the rendering of services under this Agreement.
4. Any grant application/administration will be the responsibility of the OWNER.

SECTION 3 - SCHEDULE

The aforementioned Services are anticipated to accomplished by the ENGINEER according to the following schedule:

Task	Duration	Cumulative
Initiate Services	--	--
Conceptual Design	8 Weeks	8 Weeks
Client Review	2 Weeks	10 Weeks
Preliminary Design	6 Weeks	16 Weeks
Topographic Survey	2 Weeks	18 Weeks
Geotechnical Investigation	2 Weeks	20 Weeks
Client Review	2 Weeks	22 Weeks
Final Design	8 Weeks	30 Weeks
Client Review	2 Weeks	32 Weeks
Bidding, Contracting & Construction	TBD	TBD

SECTION 4 - COMPENSATION TO THE ENGINEER

For rendering the services described hereinbefore in SECTION 1, the OWNER will compensate the ENGINEER in accordance with the following:

1. The ENGINEER agrees that the total amount of services rendered in accordance with the aforementioned compensations provisions will not exceed the amounts in the following table, provided that the scope of services does not exceed that described in SECTION 1.

TASK	AMOUNT
Conceptual Design Phase	$35,000
Preliminary Design Phase	$45,000
Final Design Phase	$40,000
Geotechnical Investigation	$8,500
Bidding, Contracting & Construction Phase*	TBD
Total	**$128,500**

*If the OWNER chooses to proceed with construction of the Project, compensation for Bidding, Contracting & Construction Phase Services shall be determined at a future date, and shall require prior approval by City Council.

2. The OWNER will make monthly payments to the ENGINEER for services rendered and invoiced in accordance with the aforementioned compensation provisions. The OWNER will make payment to the ENGINEER within thirty (30) days of the date of the ENGINEER's invoice.
3. The terms of compensation as described hereinbefore shall not be altered except my mutual agreement of OWNER and ENGINEER.

SECTION 5 - OTHER CONSIDERATIONS

1. This Agreement may be terminated by either party at any time for any reason within either party's discretion upon written notice thereof to the terminated party.
2. This Agreement will be subject to the laws of the State of Mississippi.
3. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators, and legal representatives of OWNER and ENGINEER are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives of such other party in respect of the terms of this Agreement.
4. All documents prepared or furnished by the ENGINEER pursuant to this Agreement are instruments of service in respect of the Project and the ENGINEER will retain an ownership and property interest therein whether or not the Project is completed. The OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project; however, such documents are not intended or represented to be suitable for reuse by the OWNER on extensions of the Project or any other project.
5. OWNER and ENGINEER acknowledge that the ENGINEER's scope of services does not include any services related to hazardous materials, including but not limited to asbestos, lead-based materials, or toxic materials. If hazardous materials are encountered at the project site, or should it become known that such materials may be present at the project site, the ENGINEER may, at his option and without liability for consequential or any other damages, suspend performance of services on the project until the OWNER retains appropriate specialist consultants or contractors to identify, abate and/or remove the

hazardous materials in accordance with applicable laws and regulations.

6. The OWNER will furnish to ENGINEER information identifying the type and location of underground utilities.

SECTION 6 - ADDITIONAL ENGINEERING SERVICES

In addition to the foregoing being performed, the following services may be provided for additional compensation UPON PRIOR WRITTEN AUTHORIZATION OF THE OWNER.

1. Boundary surveys, detailed description of sites, maps, drawings, or estimates related thereto; assistance in negotiating for land and easement rights.
2. Redesigns ordered by the OWNER after final plans have been accepted by the OWNER.
3. Appearances before courts or boards on matters of litigation or hearing related to the project.
4. Preparation of environmental assessments or environmental impact statements.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of this the _____ day of _____, 20____.

OWNER:	ENGINEER:
City of Gautier, Mississippi	Heflin Engineering, Inc.
_____	_____
Paula Yancey	Hugh Heflin, P.E.

City Manager

President

Attest:

_____

_____
Austin Moore, P.E.
Vice President

CITY OF GAUTIER
Consent Agenda Item #10
Fact Sheet

Council Meeting:	**April 16, 2019**
Title:	**Approval to amend Compensatory Time Policy for non-public safety personnel**

Introduced by:
Contact Person/Telephone **Chassity Bilbo 497-8000 Ext. 317**

Summary Explanation: Approval to amend Compensatory Time Policy for non-public safety personnel to allow city employees working city sponsored events to receive compensatory time at a rate of 1.5 hours for every hour worked when an event falls in the same work week as a declared City holiday with approval from the City Manager.

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 000-2019

WHEREAS, on November 1, 2016 by Order Number 233-2016, the City Council approved a compensatory time policy for non-public safety personnel; and

WHEREAS, the current policy allows for compensatory time that will accrue at a rate of 1.5 hours for every hour worked in excess of the normal work week; and

WHEREAS, the Recreation Director is requesting that the policy be amended for non-public safety personnel working city-sponsored events;

WHEREAS, to this end, the following addition to the Compensatory Time policy is recommended by staff:

> "In those instances when a holiday and a city-sponsored event occur during the same pay period, non-public safety employees may volunteer to work the city event, and upon approval by the City Manager, may work and receive compensatory time at the rate of 1.5 times the hours worked."

WHEREAS, the City Council finds that such an amendment is in the best interests of the citizens of Gautier;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the amended Compensatory Time policy is hereby approved and be implemented effective immediately.

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 April 16, 2019.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 4/9/2019
Subject: Approval to amend the Compensatory Time Policy for non-public safety personnel.

REQUEST:
The Recreation Director requests City Council approval to amend the compensatory time policy for non-public safety personnel for City sponsored special events.

BACKGROUND:
Due to budget constraints, city employees work outside the scope of their normal job duties in exchange for compensatory time during planned city events. The Gautier City Council approved a compensatory time policy for non-public safety personnel on 11/01/16. The current policy allows for compensatory time that will accrue at a rate of 1.5 hours for every hour worked in excess of the normal work week.

DISCUSSION:
The Recreation Director is seeking to amend the policy for non-public safety personnel to allow city employees working city sponsored events to receive compensatory time at a rate of 1.5 hours for every hour worked when an event falls in the same work week as a declared City holiday with approval from the City Manager. Under the current policy employees must work in excess of 40 hours to receive compensatory time.

RECOMMENDATION:
The Recreation Director recommends that City Council approve the Amended Compensatory Time Policy for non-public safety personnel.

City Council May:
1) Approve the Amended Compensatory Time Policy for non-public safety personnel.

2) Not approve the Amended Compensatory Time Policy for non-public safety personnel.

ATTACHMENTS:

CITY OF GAUTIER
Consent Agenda Item #11
Fact Sheet

Council Meeting:	**April 16, 2019**
Title:	**Approve amended Schedule of Authorized Positions**
Introduced by:	
Contact Person/Telephone	**City Manager 497-8000 Ext. 305**

Summary Explanation: Approve amended Schedule of Authorized Positions moving the Animal Control Officer Position from the Planning Department to the Police Department.

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 000-2019

WHEREAS, prior to the FY2014 the Animal Control functions were coordinated and supervised by the Police Department; and

WHEREAS, based on the recommendation of the City Manager, and the nature of the responsibilities of the animal control officer, the City Council finds it is in the best interest of the City of Gautier to return the Animal Control Officer personnel, resources and duties back under control of the Police Department; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the reorganization of the Animal Control Officer personnel, resources and duties from the Planning Department to the Police Department 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 April 16, 2019.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Lekeisha Hill, Human Resources Generalist
Date: 04/09/2019
Subject: Approval of Schedule of Authorized Positions.

REQUEST:
Approve amended Schedule of Authorized Positions.

BACKGROUND:
Prior to FY2014 Animal Control functions were coordinated and supervised by the Police Department. It is in the City's best interest to return ACO personnel, resources and duties back under control of the Police Department.

Move the Animal Control Officer position from the Planning Department to the Police Department.

RECOMMENDATION:
The City Manager recommends the approval of the attached Schedule of Authorized Positions as presented.

City Council may:
1. Approve the agenda item as presented, or
2. Approve the agenda item with changes; or
3. Reject the agenda item as presented.

ATTACHMENTS:
1. SAP 10-02-18

SCHEDULE OF AUTHORIZED POSITIONS
FY2019

Approved by Council 10/02/18	Pay Scale	Pay Grade	Number of Full-Time Authorized Positions	Number of Part-Time Authorized Positions	Number of Reserve Authorized Positions (Not Paid)
JUDICIAL DEPARTMENT					
City Judge	N/A	N/A		1	
Public Defender	N/A	N/A		1	
Total Funded				**2**	
Total Non-Funded					
EXECUTIVE DEPARTMENT					
City Manager	N/A	N/A	1		
Administrative Assistant III - DCC	2080	11	1		
Economic Developer			Unfunded (1)		
Total Funded			**2**		
Total Non-Funded			**1**		
GRANTS AND PROJECTS DEPT.					
Director	2080	19	1		
Contract and Project Administrator	2080	17	1		
Total Funded			**2**		
Total Non-Funded					
RECREATION DEPT.					
Director	2080	19	1		
Recreation Coordinator	2080	10	1		

Parks Supervisor	2080	12	1	
Grounds and Maint. Oper. Crew Ldr	2080	9	1	
Grounds and Maintenance Oper.	2080	7	2	
Student Administrative Clerk	N/A	N/A		1
Student Laborer	N/A	N/A		1
Park Attendant	N/A	N/A		3
Custodian	2080	7	1	
Total Funded			**7**	**5**
Total Non-Funded				
FINANCE DEPARTMENT				
Comptroller	2080	21	1	
Assistant Comptroller	2080	17	1	
Accounting Generalist	2080	11	1	
Court Division				
Court Clerk	2080	13	1	
Deputy Court Clerk	2080	10	2	
Total Funded			**5**	
Total Non-Funded				
HUMAN RESOURCES DEPARTMENT				
Director	2080	19	1	
HR Generalist	2080	10	1	
Maintenance Division				
Mechanic	2080	14	2	
Multi-Craft Maintenance Worker	2080	12	1	
Total Funded			**5**	
Total Non-Funded				

CITY CLERK DEPARTMENT			
City Clerk	2080	21	1
Deputy City Clerk	2080	15	1
Purchasing Agent	2080	12	1
Administrative Clerk	2080	8	1
Utility Services Division			
Utility Services Manager	2080	15	1
Utility Billing Supervisor	2080	13	1
Utility Billing Clerk	2080	12	1
Administrative Clerk	2080	8	1
Customer Service Representative	2080	8	3
Meter Reader Crew Leader	2080	8	1
Meter Reader	2080	7	2
Total Funded			**14**
Total Non-Funded			
PLANNING DEPARTMENT			
Director/Building Official	2080	21	1
Planning Technician	2080	11	1
Administrative Clerk	2080	8	1
Building and Code Inspector	2080	13	1
Code Enforcement Officer	2080	10	1
~~Animal Control Officer~~	~~2080~~	~~9~~	~~1~~
Total Funded			**6**
Total Non-Funded			
POLICE DEPARTMENT			
Police Chief	2080	22	1
Administrative Assistant IV	2080	12	1
Captain	2080	15	3

CID					
Detective Lieutenant	2080	14	1		
Detective Sergeant	2080	13	1		
Detective	2080	12	2		
Detective	2080	12	Unfunded (1)		
FBI Task Force Officer	2080	12	1		
Narcotics Officer	2080	12	1		
Crime Prevention Officer	2080	12	Unfunded (1)		
Records Clerk	2080	8	1		
Animal Control Officer	2080	9	1		
Patrol					
Patrol Lieutenant	2184	11	4		
Patrol Sergeant	2184	10S	4		
Patrol Officer	2184	9 or 10*	15		
Dispatcher/TAC Officer	2080	11	1		
Dispatcher	2184	7 or 8	8		
Traffic					
Traffic Sergeant	2184	10S	Unfunded (1)		
K9 Officer	2184	10	1		
Traffic Officer	2184	10	3		
Traffic Officer	2184	10	Unfunded (1)		
School Crossing Guard	N/A	N/A		4	
Reserve Officer	N/A	N/A			21
Total Funded			**48**	**4**	**21**
Total Non-Funded			**4**		

** Probationary Officer/Grade 9*
Certified Officer/Grade 10

FIRE DEPARTMENT					
Fire Chief	2080	22	1		
Deputy Fire Chief/Fire Marshall	2080	20	1		

Administrative Assistant I	2080	9	1	
Fire Captain	2496	12	3	
Fire Lieutenant	2496	11	9	
Firefighter	2496	9 or 10*	24	
Part Time Firefighter	N/A	N/A		3
Total Funded			**39**	**3**
Total Non-Funded				

**Probationary Firefighter/Grade 9*
Certified Firefighter/Grade 10

Summary of Authorized Positions	**Full Time**	**Part Time**	**Reserve Positions**
Judicial: Funded		2	
Executive Dept: Funded	2		
Executive Dept: Unfunded	1		
Grants and Projects Dept.	2		
Recreation Dept.	7	5	
Finance Dept: Funded	5		
Human Resources Dept: Funded	5		
City Clerk Dept: Funded	14		
Planning Dept: Funded	6		
Police Department: Funded	48	4	21
Police Department: Unfunded	4		
Fire Dept: Funded	39	3	
TOTAL	**128**	**14**	**21**
TOTAL UNFUNDED	**5**		

CITY OF GAUTIER
Consent Agenda Item #12
Fact Sheet

Council Meeting:	**April 16, 2019**
Title:	**Approval of a limited use agreement between the City of Gautier and the Jackson County Automobile Dealers Association**
Introduced by:	
Contact Person/Telephone	**City Manager 497-8000**

Summary Explanation: Approval of a limited use agreement between the City of Gautier and the Jackson County Automobile Dealers Association to lease the mall site for their Annual Car Dealers Off-Site Sales Event from May 1, 2019 through May 15, 2019.

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 000-2019

WHEREAS, the former Singing River Mall Site (hereinafter, the "Mall Site") is leased and maintained by the City of Gautier and owned by Singing River LLC; and

WHEREAS, the Jackson County Automobile Dealers Association desires to lease the Mall Site from the City for its Annual Car Dealers Off-Site Sales Event; and

WHEREAS, pursuant to Miss. Code Ann. 21-17-1, the City has the authority to enter such an agreement;

WHEREAS, the Association desires exclusive use of the Mall Site from May 1, 2019 through May 15, 2019 for the Event and mobilization/demobilization associated with the Event; and

WHEREAS, the Mall Site is not being utilized for any municipal purpose or operation during this period; and

WHEREAS, due to the short duration of the Event and lease, the conventional method of leasing municipal property is not desirable for the financial welfare of the City; and

WHEREAS, the Event will promote and foster the development and improvement of the local community and the economic welfare thereof; and

WHEREAS, the Association has previously obtained written authorization from the property owner for such use of the premises; and

WHEREAS, the Association has agreed to pay the City the sum of three thousand five hundred dollars ($3,500.00) for the exclusive use of the Mall Site for the above time period; and

WHEREAS, the City desires to allow the Association to lease the Mall Site for this purpose and duration;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Limited Use Agreement between the City and the Association is hereby approved as presented.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary 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 April 16, 2019.

City of Gautier
Memorandum

To: City Council
From: Paula Yancey, City Manager
Date: April 9, 2019
Subject: The approval of a limited use agreement the City of Gautier and the Jackson County Automobile Dealers Association

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REQUEST:
The City Manager requests the approval of a limited use agreement between the City of Gautier and the Jackson County Automobile Dealers Association to lease the mall site for their Annual Car Dealers Off-Site Sales Event from May 1, 2019 through May 15, 2019.

BACKGROUND:
The Mall site is not being utilized for any municipal purpose or operation during this period and has previously obtained written authorization from the property owner for such use of the premises.

DISCUSSION:
The Association has agreed to pay the City the sum of five thousand dollars ($5,000) for the exclusive use of the Mall Site for the above time period.

RECOMMENDATION:
The City Manager recommends that the City Council approve the limited use agreement between the City of Gautier and the Jackson County Automobile Dealers Association.

The Council May:

1.Approve the limited use agreement between the City of Gautier and Jackson County Automobile Dealers Association; or
2.Not approve the limited use agreement between the City of Gautier and Jackson County Automobile Dealers Association.

LIMITED USE AGREEMENT BETWEEN THE CITY OF GAUTIER, MISSISSIPPI AND THE JACKSON COUNTY AUTOMOBILE DEALERS ASSOCIATION

This Limited Use Agreement of Real Property (hereinafter, "Agreement") is executed to be effective the _____ day of April, 2019, between the City of Gautier, Mississippi (hereinafter, "the City") and the Jackson County Automobile Dealers Association, including the undersigned members and representatives (hereinafter, "the Association").

WHEREAS, the former Singing River Mall Site (hereinafter, the "Mall Site") is leased and maintained by the City of Gautier and owned by Singing River LLC; and

WHEREAS, the Association desires to lease the Mall Site from the City for its Annual Car Dealers Off-Site Sales Event (hereinafter, "the Event"); and

WHEREAS, pursuant to Miss. Code Ann. 21-17-1, the City has the authority to enter such an agreement;

WHEREAS, the Association desires exclusive use of the Mall Site from _____ through _____ for the Event and mobilization/demobilization associated with the Event; and

WHEREAS, the Mall Site is not being utilized for any municipal purpose or operation during this period; and

WHEREAS, due to the short duration of the Event and lease, the conventional method of leasing municipal property is not desirable for the financial welfare of the City; and

WHEREAS, the Event will promote and foster the development and improvement of the local community and the economic welfare thereof; and

WHEREAS, the Association has previously obtained written authorization from the property owner for such use of the premises; and

WHEREAS, the Association hereby agrees to pay the City the sum of three thousand five hundred dollars ($3,500.00) for the exclusive use of the Mall Site for the above time period; and

WHEREAS, the City desires to allow the Association to lease the Mall Site for this purpose and duration;

THEREFORE, in consideration of the following mutual covenants and conditions the City and Association agree to the following terms which constitute a Limited Use Agreement of the Mall Site:

1. The leased premises are graphically depicted on attached "Exhibit A".
2. The Parties represent and warrant that (i) each, and its authorized signatory, has full right, power and authority to execute this Agreement; and (ii) execution and performance of this Agreement will not violate any laws, ordinances, covenants, mortgages, licenses or other agreements binding on either Party.
3. The Mall Site may be utilized by the Association from 6:00 a.m. on May 1, 2019 through 8:00 p.m. on May 15, 2019.
4. The use of the Mall Site by the Association shall be solely for the purpose of hosting its Annual Car Dealers Off-Site Sales Event.
5. The Association, in consideration for the use of the property during the above time frame, agrees to perform any necessary limited preparation for use of the property for the Event but agrees not to damage the property or make any permanent alterations to said property.
6. The Association, in consideration for the use of the property during the above time frame, agrees to leave the property in the same condition as it existed before the Event.
7. The Association, in consideration for the use of the property during the above time frame,

agrees to pay unto the City the amount of three thousand five hundred dollars ($3,500.00) prior to taking possession of the Mall Site.

8. The Association will provide all necessary physical items required to conduct the Event.

9. The Association will not keep or have any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the premises or that might be considered hazardous by a responsible insurance company.

10. The Association and undersigned members and representatives agree to procure event insurance with liability limits of $500,000.00, with said insurance to cover, as a named insured or as an additional insured, the City of Gautier and its employees, agents, representative, and council members for any claims arising, directly or indirectly, from the Event.

11. Both parties acknowledge that this agreement is for the limited purpose of governing the activities being conducted by the Association from May 1, 2019 through May 15, 2019, and that any future use will require a separate use agreement as may be appropriate.

12. Both parties acknowledge that this agreement, its enforcement, and the interpretation of its provisions shall be governed by the laws of the State of Mississippi.

13. The points of contact for purposes of this agreement are:

Name: Paula Yancey	**Name: Drew Estabrook**
Entity: City of Gautier	**Entity: Estabrook Toyota**
Phone: (228) 497-8000	**Phone: (228) 762-3533**

In the event of any problems or questions, the parties agree that they will go through the point of contact listed in this agreement to resolve any issues.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates shown below.

CITY OF GAUTIER, MISSISSIPPI

By:_____
Paula Yancey, City Manager

JACKSON COUNTY AUTOMOBILE DEALERS ASSOCIATION

By: _____
Drew Estabrook, Estabrook Toyota

By: _____
Reed Estabrook, Estabrook Ford, Lincoln, Nissan

By: _____
Jason Pilger, Jason Pilger Hyundia

By: _____
Tony Petro, Petro Chevrolet Cadillac

CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
April 16, 2019

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES: