AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
May 7, 2019 @ 6:30 PM

I. Call to Order

1. Prayer

2. Pledge of Allegiance

II. Agenda Order Approval

III. Announcements

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

IV. Presentation Agenda

1. Town Commons Park Presentation by Seymour Engineering

V. Business Agenda

1. Consideration of a Request to Rezone two parcels (PID #82438100.000 and PID #82438100.125) from R-1 Low Density Single-Family Residential District to a Planned Unit Development (PUD) District.

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

2. 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

3. **Authorization to enter into a professional services agreement with Goodwyn Mills and Cawood, Inc. for work associated with the Shepard State Park Log Cabin Welcome Center, Phase III**

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

4. **Authorization to approve Task Order #2 to the General Services Agreement between Waggoner Engineering, Inc. and the City of Gautier**

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

5. **Authorization to approve and submit the attached prioritized paving list and amended 2018 Bond list to Jackson County Board of Supervisors for various resurfacing throughout the City.**

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

6. **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 accept the donation of eight (8) Motorola XTS 2500 portable radios from the Jackson County Office of Emergency Services**

2. **Authorization to deem four damaged desks from Gautier Historic Preservation Committee Room in Clearwater Building as surplus.**

3. **Approval of lease purchase agreement with Hancock Whitney Bank for one 2019 Ford F150 Crew Cab 4X4 with camper shell for the Fire Department.**

4. **Approval of lease purchase agreement with Hancock Whitney Bank for one HIDTA 2019 Ford F150 4X4 Crew Cab for the Police Department.**

5. **Authorization to waive the deposit ($30) and rental fee ($100) associated with the use of the pavilions at George Martin City Park for the Mississippi Power and Singing River Electric's Pascagoula River Renew Our Rivers Effort**

6. **Authorization to accept monetary donations for the City of Gautier's Cruisin' Through the Decades Event**

7. **Authorization to enter into FY2019 Tidelands Grant Agreement – Town Commons Park Project (FY19-P618-03)**

8. **Approval of Water and Sewer adjustments dated April, 2019**

9. **Approval of minutes from Recessed Council Meeting held April 16, 2019.**

10. **Receive March 2019 Finance Report**

11. **Approval of a Limited Use Agreement between the City of Gautier and First Methodist Church of Gautier, Mississippi**

12. **Authorization to purchase real property located at 2715 Highway 90, Gautier, Mississippi**

13. **Authorization to approve the Construction and Right of Ways Agreement between the City of Gautier and Telepak Networks**

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 May 21, 2019 at 6:30 PM
www.gautier-ms.gov

CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
May 7, 2019

ITEM DESCRIPTION:

ANNOUNCEMENTS

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

NOTES:

CITY OF GAUTIER, MISSISSIPPI
PRESENTATION AGENDA
May 7, 2019

ITEM DESCRIPTION:

PRESENTATION AGENDA

1. **Town Commons Park Presentation by Seymour Engineering**

NOTES:

CITY OF GAUTIER
Business Agenda Item #1
Fact Sheet

Council Meeting: May 7, 2019
Title: Consideration of a Request to Rezone two parcels (PID #82438100.000 and PID #82438100.125) from R-1 Low Density Single-Family Residential District to a Planned Unit Development (PUD) District.

Introduced by:
Contact Person/Telephone Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consideration of a Request to Rezone two parcels (PID #82438100.000 and PID #82438100.125) from R-1 Low Density Single-Family Residential District to a Planned Unit Development (PUD) District.

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:

ORDINANCE NUMBER 000-2019

AN ORDINANCE OF THE CITY OF GAUTIER, MISSISSIPPI, RELATING TO THE REZONING OF TWO PARCELS (PID #82438100.000 AND PID #82438100.125) FROM R-1 LOW DENSITY SINGLE-FAMILY RESIDENTIAL DISTRICT TO A PLANNED UNIT DEVELOPMENT (PUD) DISTRICT; PROVIDING AUTHORITY; MAKING FINDINGS OF FACT; PROVIDING FOR A ZONING MAP AMENDMENT; AND SETTING AN EFFECTIVE DATE.

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

SECTION 1. AUTHORITY.
The authority for enactment of this ordinance is Section 17-1-17 of the Mississippi Code Annotated and the provisions of the Unified Development Ordinance adopted by the Gautier City Council on or about September 29, 2009.

SECTION 2. PROCEDURAL HISTORY. Following proper notice, a public hearing was held before the Gautier Planning Commission on April 4, 2019, and the Commission recommended that Council deny the request for rezoning and zoning map amendment.

A second public hearing was held before the Gautier City Council on May 7, 2019 after due notice.

SECTION 2. PROPERTY REZONED.
The property generally described as PID #82438100.000 AND PID #82438100.125 (hereinafter, "the Property") in Jackson County, Mississippi which is comprised of approximately 89 acres, is hereby rezoned to a Planned Unit Development District as described herein.

SECTION 3. FINDINGS OF FACT.
The Property at issue was originally zoned R-1 Low Density Single Family Residential pursuant to the Unified Development Ordinance, adopted by the City in 2009. The applicant has requested a rezoning of the Property to a Planned Unit Development, with the following stipulations:

1. Minimum lot size for Single Family Detached Dwelling Units is seventy-five hundred (7,500) square feet;
2. Lots for Single Family Detached Dwelling Units will be 60 feet in width;
3. Side set-backs for primary structures will be 8 feet; and
4. All regulations and restrictions applicable to the underlying zone of R-1 Low Density Single Family Residential which are not in conflict with the PUD provisions are in full force and effect.

Based on the evidence presented to the Planning Commission, and information provided during the City Council meeting on May 7, 2019, the City Council finds by clear and convincing evidence that the character of the surrounding area has changed to such an extent as to justify rezoning, and that there is a public need for additional property to be zoned in accordance with the request.

SECTION 4. ZONING MAP AMENDMENT. The Official Zoning Map of the City of Gautier is hereby amended to include a change of classification from R-1 LOW DENSITY SINGLE-FAMILY RESIDENTIAL to a Planned Unit Development District (as described herein) for property identified as Jackson County, Mississippi PID #82438100.000 AND PID #82438100.125.

SECTION 5. SETTING EFFECTIVE DATE. This Ordinance shall become effective 30 days after approval by the City Council and signature of the Mayor.

ADOPTED: _____

_____
Phil Torjusen, Mayor

ATTEST:

_____
Cynthia Russell, City Clerk

Codification Instructions: Not Codified.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager

From: Scott Ankerson, Planning Director & Ramona Morgan Planning Technician

Date: May 1, 2019

Subject: Consideration of a rezoning of two (2) parcels comprising approximately 89 acres from R-1 Low Density Single-Family Residential District to a Planned Unit Development (PUD).

REQUEST:

The Planning Department has received a request from Prescott Bailey representative for Southern Lifestyle Development for a Rezoning of two parcels PID #82438100.000 and PID #82438100.125 comprising 89 acres on Old Spanish Trail from R-1 Low Density Single-Family Residential District to a Planned Unit Development (PUD) District. The application fee of $300 was paid on March 15, 2019. All public notice requirements have been met.

BACKGROUND:

Section 4.15 of the City's Unified Development Ordinance (UDO) establishes the procedure to amend the City's Official Zoning Map. The Gautier Planning Commission (GPC) shall review a proposal for a rezoning and shall make an advisory recommendation to the City Council as to the need and justification for the change when the public welfare justifies such action. The GPC shall include in its recommendation to the City Council findings that the required rezoning criteria have been met.

DISCUSSION:

The existing land use designation for the subject property is Low Density Residential. The Comprehensive Plan's Future Land Use Element (FLUE) establishes the general land use designation for Very Low Density Residential thus:

> *Very Low Density Residential—Areas with one acre or larger lots and which contain single family residential uses. Very low-density residential neighborhoods should ideally be located adjacent to low density residential areas. The overall gross density is one (1) dwelling unit per acre.*

The PUD district is described in the UDO thus:

5.3.17 PUD, Planned Unit Development
Purpose and intent. The PUD zoning district is applied to specific areas to encourage flexibility in the development of land, in order to promote its most appropriate use; to improve the design, character and quality of new developments; to encourage a harmonious and appropriate mixture of uses; to facilitate the adequate and economic provision of streets, utilities, and city services; to preserve the natural, environmental and scenic features of the site; to encourage and provide a mechanism for arranging improvements on sites so as to preserve desirable features; to mitigate the problems which may be presented by specific site conditions; and to encourage subdivisions which address the affordable housing goals, objectives and policies of the city's comprehensive plan. Uses permitted "by right" are established by the intent of the underlying Comprehensive Plan Future Land Use Map. It is anticipated that PUDs will offer one or more of the following advantages:

A. *Provide substantial buffers and transitions between areas of different land use and development densities;*

B. *Enhance the appearance of neighborhoods by conserving areas of natural beauty, and natural green spaces;*

C. *Counteract urban monotony and congestion on streets;*

D. *Promote architecture that is compatible with the surroundings;*

E. *Buffer differing types of land use and intensities of development from each other so as to minimize any adverse impact which new development may have on existing or zoned development; and*

F. *Promote and protect the environmental integrity of the site and its surroundings and provide suitable design responses to the specific environmental constraints of the site and surrounding area.*

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Unified Development Ordinance Table 7 Intensity and Dimensional Standards (excerpt)

Zoning District	Min. Lot Area (sq. ft.)	Min. Lot Width	Maximum Building Height			Setbacks			Maximum Density (units per acre)			Maximum Floor Area Ratio			Max % of area covered on lot		
			Tier 1	Tier 2	Tier 3	Front	Side	Rear	Tier 1	Tier 2	Tier 3	Tier 1	Tier 2	Tier 3	Tier 1	Tier 2	Tier 3
R-1	9,600	80	35	---	---	25/ 35	10/ 25/ 35	25	---	---	---	---	---	---	25	---	---
PUD	2 acres total	None	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	75%	TBD	TBD

DATA AND ANALYSIS:

Property to be rezoned: PID #82438100.000 and PID #82438100.125

Location: Ward 1

Current Zoning of the Request Property: R-1 Low Density Residential

Current surrounding existing land use and zoning:

	Current Land Use	Zoning District
North	Low Density Residential	R-1
South	Low Density Residential	R-1
East	Low Density Residential, Planned Unit Development	R-1, PUD
West	Low Density Residential	R-1

Comprehensive Plan Land Use Designation: The subject property is designated Low Density Residential.

Surrounding Future Land Use Map (FLUM) designations:

	FLUM Designation
North	Very Low Density Residential, Community Commercial
South	Low Density Residential, Very Low Density Residential
East	Low Density Residential, Recreational
West	Very Low Density Residential

Proposed Zoning: PUD, Planned Unit Development District. In this specific application the applicant is proposing the following:

- Lots for Single Family Detached Dwelling Units will be 7,500 square feet.
- Lots for Single Family Detached Dwelling Units will be 60 feet in width.
- Side set-backs for primary structures will be 8 feet.

REVIEW CRITERIA:

The Mayor and Council, in their consideration on the appropriateness of the request, shall study and consider the following criteria and recommend Findings of Facts, if applicable.

A. There was a mistake in the original zoning; **or**

B. The character of the surrounding area has changed to such an extent as to justify rezoning **AND** there is a public need for additional property to be zoned in accordance with the request.

CONCLUSION:

The Planning Commission recommended City Council to deny a rezoning based on the fact that the applicant did not prove by clear and convincing evidence that either of the required criteria items above had been met.

Based on the required Review Criteria established by Section 4.15 of the Unified Development Ordinance and the appropriateness of the request relevant to the criteria, the City Council may:

1. Find that the character of the surrounding area has changed to such an extent as to justify rezoning **AND** there is a public need for additional property to be zoned in accordance with the request **AND THEREFORE** approve the Ordinance to Rezone the subject area to PUD Planned Unit Development District; or
2. Deny the Rezoning.

Gautier Planning Commission

Regular Meeting Agenda

April 4, 2019

Old Spanish Trail Rezoning

VII. NEW BUSINESS

A. OLD SPANISH TRAIL - REQUEST FOR A REZONING OF TWO PARCELS ON OLD SPANISH TRAIL FROM R-1 TO A PLANNED UNIT DEVELOPMENT (PUD) GPC CASE #19-09-RZ

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: Gautier Planning Commission Chairperson and Members

From: Scott Ankerson, Planning Director/Building Official

Date: March 18, 2019

Subject: Consideration of a rezoning of two (2) parcels comprising approximately 89 acres from R-1 Low Density Single-Family Residential District to a Planned Unit Development (PUD).

REQUEST:

The Planning Department has received a request from Prescott Bailey representative for Southern Lifestyle Development for a Rezoning of two parcels PID #82438100.000 and PID #82438100.125 comprising 89 acres on Old Spanish Trail from R-1 Low Density Single-Family Residential District to a Planned Unit Development (PUD) District. The application fee of $300 was paid on March 15, 2019. All public notice requirements have been met.

BACKGROUND:

Section 4.15 of the City's Unified Development Ordinance (UDO) establishes the procedure to amend the City's Official Zoning Map. The Gautier Planning Commission (GPC) shall review a proposal for a rezoning and shall make an advisory recommendation to the City Council as to the need and justification for the change when the public welfare justifies such action. The GPC shall include in its recommendation to the City Council findings that the required rezoning criteria have been met.

DISCUSSION:

The existing land use designation for the subject property is Low Density Residential. The Comprehensive Plan's Future Land Use Element (FLUE) establishes the general land use designation for Very Low Density Residential thus:

> *Very Low Density Residential—Areas with one acre or larger lots and which contain single family residential uses. Very low-density residential neighborhoods should ideally be located adjacent to low density residential areas. The overall gross density is one (1) dwelling unit per acre.*

The PUD district is described in the UDO thus:

5.3.17 PUD, Planned Unit Development
Purpose and intent. The PUD zoning district is applied to specific areas to encourage flexibility in the development of land, in order to promote its most appropriate use; to improve the design, character and quality of new developments; to encourage a harmonious and appropriate mixture of uses; to facilitate the adequate and economic provision of streets, utilities, and city services; to preserve the natural, environmental and scenic features of the site; to encourage and provide a mechanism for arranging improvements on sites so as to preserve desirable features; to mitigate the problems which may be presented by specific site conditions; and to encourage subdivisions which address the affordable housing goals, objectives and policies of the city's comprehensive plan. Uses permitted "by right" are established by the intent of the underlying Comprehensive Plan Future Land Use Map. It is anticipated that PUDs will offer one or more of the following advantages:

A. *Provide substantial buffers and transitions between areas of different land use and development densities;*

B. *Enhance the appearance of neighborhoods by conserving areas of natural beauty, and natural green spaces;*

C. *Counteract urban monotony and congestion on streets;*

D. *Promote architecture that is compatible with the surroundings;*

E. *Buffer differing types of land use and intensities of development from each other so as to minimize any adverse impact which new development may have on existing or zoned development; and*

F. *Promote and protect the environmental integrity of the site and its surroundings and provide suitable design responses to the specific environmental constraints of the site and surrounding area.*

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Unified Development Ordinance Table 7 Intensity and Dimensional Standards (excerpt)

Zoning District	Min. Lot Area (sq. ft.)	Min. Lot Width	Maximum Building Height			Setbacks			Maximum Density (units per acre)			Maximum Floor Area Ratio			Max % of area covered on lot		
			Tier 1	Tier 2	Tier 3	Front	Side	Rear	Tier 1	Tier 2	Tier 3	Tier 1	Tier 2	Tier 3	Tier 1	Tier 2	Tier 3
R-1	9,600	80	35	---	---	25/ 35	10/ 25/ 35	25	---	---	---	---	---	---	25	---	---
PUD	2 acres total	None	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	75%	TBD	TBD

DATA AND ANALYSIS:

Property to be rezoned: PID #82438100.000 and PID #82438100.125

Location: Ward 1

Current Zoning of the Request Property: R-1 Low Density Residential

Current surrounding existing land use and zoning:

	Current Land Use	Zoning District
North	Low Density Residential	R-1
South	Low Density Residential	R-1
East	Low Density Residential, Planned Unit Development	R-1, PUD
West	Low Density Residential	R-1

Comprehensive Plan Land Use Designation: The subject property is designated Low Density Residential.

Surrounding Future Land Use Map (FLUM) designations:

	FLUM Designation
North	Very Low Density Residential, Community Commercial
South	Low Density Residential, Very Low Density Residential
East	Low Density Residential, Recreational
West	Very Low Density Residential

Proposed Zoning: PUD, Planned Unit Development District

REVIEW CRITERIA:

The Planning Commission, in its report and recommendation to the City Council on the appropriateness of the request, shall study and consider the following criteria and recommend Findings of Facts, if applicable.

A. There was a mistake in the original zoning; **or**

B. The character of the surrounding area has changed to such an extent as to justify rezoning **AND** there is a public need for additional property to be zoned in accordance with the request.

The Planning Commission shall not recommend approval of a rezoning unless the applicant has proven by clear and convincing evidence that either of the required criteria items above have been met.

CONCLUSION:

Based on the required Review Criteria established by Section 4.15 of the Unified Development Ordinance and the appropriateness of the request relevant to the criteria, the Commission may:

1. Find that the character of the surrounding area has changed to such an extent as to justify rezoning **AND** there is a public need for additional property to be zoned in accordance with the request **AND THEREFORE** recommend that City Council approve the Ordinance to Rezone the subject area to PUD Planned Unit Development District; or
2. Recommend that City Council deny the Rezoning.

ATTACHMENTS:

Exhibit 1 – Applicant's Application

Exhibit A – Location Map

Exhibit B – Existing Zoning

Exbibit C – Existing Land Use

Exhibit D – Future Land Use

Exhibit E – Affidavit

Application For:

PUD Rezoning Request
&
Major Subdivision

For

Hillcrest Subdivision
A Planned Unit Development
Gautier, MS

March 21, 2019

Applicant:

SOUTHERN LIFESTYLE
DEVELOPMENT

Southern Lifestyle Development (SLD)
323 Florida St.
Baton Rouge, LA 70801
225-229-6333

Prepared by:

JADE
CONSULTING, LLC

Post Office Box 1929
Fairhope, AL 36533
PHONE: (251) 928-3443

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Appendix D Flood Map
Appendix E Conceptual Master Plan with Data table
Appendix F Example renderings of Proposed Development

INTRODUCTION/SUMMARY

The following narrative is provided in support of the proposed Hillcrest Subdivision, a 332 unit planned single family community, pursuant to City of Gautier Unified Development Ordinance (Adopted: September 29, 2018; Updated: January 19, 2018). In support of this development, all of the following approvals are being sought.

Approval Type	Approval Authority	Applicable Regulation	Summary
Planned Unit Development Zoning Map Change (Rezone)	City Council	City of Gautier Unified Development Ordinance Updated January 19, 2018 Sections: 4.15, 5.9 & 9.8	The proposed development is currently zoned R-1. The developer is applying for a zoning change to PUD that will allow for a master planned single family development.
Major Subdivision	City Council	City of Gautier Unified Development Ordinance Updated January 19, 2018 Section 9.5.3	

SITE DESCRIPTION

The proposed project is currently located on approximately 88.6 acres across 2 separate parcels located within the city limits of Gautier. There will be two deductions from the combined acreage. The 1st will be for the right-of-way dedications as per the pending subdivision plat. This plat shall conform to the overall design of the conceptual master development plan as submitted with this narrative and application. The 2nd reduction shall be for the portions of the potential common areas proposed to be dedicated to the City of Gautier for flood compensation areas. These areas shall be confirmed by the survey and will propose to maintain the existing Flood Zone (AE 16) as shown on FEMA Firm Map Number 28059 C 0314 G dated March 16, 2009.

The property is currently zoned R-1.

The proposed PUD request will rezone an approximately 88.6-acre tract to allow for a 332 unit planned single family development. Each unit/lot will propose a 60' width with building setbacks as follows: Front: 25', Side: 8', Rear: 25'. The minimum lot size of this development is proposed to be Seventy-five hundred (7,500) square feet (60' x 125').

EXISTING CONDITIONS/STRUCTURES

The approximately 88.6-acre property that is being requested for rezoning is currently wooded and generally slopes south. All necessary permits with governing agencies will be processed as required.

PROPERTY BACKGROUND

To the best of our knowledge the property has been used for recreational uses since being annexed into the city limits of Gautier. From the look at the growth of the planted pines found on the property, the property has remained vacant for a long period and has not been proposed for development until this request.

PROJECT TEAM AND CONTACT INFORMATION

Developer:	Southern Lifestyle Development (SLD) 323 Florida St. Baton Rouge, LA 70801 (225)-229-6333 Prescott Bailey prescott@riverranchdev.com
Owner:	Trebornos, LLC 6004 Moreton PL Ocean Springs, MS 39564
Civil Engineer:	JADE Consulting, LLC Post Office Box 1929 Fairhope, AL 36533 (251) 928-3443 Perry C. Jinright III, P.E., LEED AP tjinright@jadengineers.com Paul Marcinko, P.E., Project Manager pmarcinko@jadengineers.com Sherry Ruth, Project Coordinator sruth@jadengineers.com
Surveyor:	TBD
Landscape Architect.	TBD

CITY OF GAUTIER UNIFIED DEVELOPMENT ORDINANCE

Article IV – General Provisions

Section 4.15: Zoning Map Change (Rezoning)

A zoning map change involves the rezoning of property from one zoning classification to another or the extension of existing zoning district boundaries on the Official Zoning Map. When the public welfare justifies such action, the City Council may amend the Official Zoning Map.

Response: ***Understood.***

4.15.1 Who May Initiate

A zoning map change may be initiated by the City Council, the Planning Commission or the property owner or agent of the owner provided that:

A. Said property has not been denied a previous request for the same property or portion a property within the past twelve (12) months; and

Response: ***This criterion does not apply to our project.***

B. All procedures and provisions for a public hearing have been met.

Response: ***Understood. Please see attached all required documentation. Our team wants to thank the city staff for helping determine all the required documentation and providing proper public notice.***

4.15.2 Requests for Zoning Map Change (rezoning)

Applications for a Zoning Map Change (rezoning) may be filed on the appropriate application available from the Planning Department and shall provide all requested information and provide all requested attachments/submittals.

Response: ***Understood. Please see attached all required documentation.***

4.15.3 Criteria for Rezoning of Property

The Planning Commission shall not recommend approval of a rezoning and the City Council shall not rezone property unless the applicant has proven by clear and convincing evidence that either:

A. There was a mistake in the original zoning, or

Response: ***This criterion does not apply to our project.***

B. The character of the surrounding area has changed to such an extent as to justify rezoning AND there is a public need for additional property to be zoned in accordance with the request.

Response: ***We believe 332 newly built parcels will have an extremely positive impact on the surrounding area. The rezoning and application of the PUD overlay to the existing zoning designation will provide 332 newly built homes to supply the growing need for housing.***

4.15.4 Three-Fifths Council Vote Needed

In accordance with Mississippi Code Annotated Section 17-1-17 (1972), in case of a protest against such change signed by the owners of twenty (20) percent or more, either of the area of the lots included in such proposed change, or of those immediately adjacent to the rear thereof, extending one hundred sixty (160) feet therefrom or of those directly opposite thereto, extending one hundred sixty (160) feet from the street frontage of such opposite lots, such amendment shall not become effective except by the favorable vote of three-fifths (3/5) of the members of the City Council who are not required by law or ethical considerations to recuse themselves.

Response: ***Understood.***

4.15.5 Rezoning by Court Order

In the event rezoning is required pursuant to a court order specifically establishing the zoning classification to be applicable to the property which is the subject matter of the suit, the procedural requirements of the Unified Development Ordinance for rezoning property shall not apply. A certified copy of the final court order shall be filed with the Planning Director after all available time for appeal has expired. The Planning Director shall enter the zoning change on the official zoning map and place the certified copy of the court order in the immediate area of the official zoning map, and cause the zoning change to be entered in the minutes of the City Council.

Response: ***This criterion does not apply to our project.***

4.15.6 Public Notification

In addition to the required public notices in a newspaper of regular and general circulation in the City at least fifteen (15) days prior to the public hearing, a notice shall be posted at City Hall and the effected property for the benefit of the public prior to a public hearing for a Zoning Map Change (Rezoning).

Response: ***Understood. Please see attached all required documentation. Our team wants to thank the city staff for helping determine all the required documentation and providing proper public notice.***

Article V – Zoning Districts

Section 5.9: PUD, Planned Unit Development

A. Area Requirements - A PUD is a "floating zoning district" and as such, the allowable uses shall meet the intent of the Future Land Use Designation within the Comprehensive Plan.

Response: ***The property is currently zoned R-1. The intent of this PUD is to request a change in the minimum lot width and setback requirements as outlined in the R-1 designation. The Future Land Use designation for these properties is residential. Our team's intent is to meet all requirements of the Comprehensive Plan.***

B. Minimum Lot Area:

Total Site or Development Area: Two (2) acres

Response: ***This project encompasses 88.6 AC.***

Lots for single-family detached dwelling units: Seventy-five hundred (7,500) square feet

Response: ***The minimum lot size of this development is proposed to be Seventy-five hundred (7,500) square feet (60' x 125').***

Lots for single-family detached patio home or zero lot line dwelling units: Five thousand (5,000) square feet

Response: ***This project does not propose any detached patio home or zero lot line dwelling units.***

Lots for single-family attached dwelling units: Twenty-four hundred (2,400) square feet

Response: ***This project does not propose any single-family attached dwelling units***

C. Periphery Boundary - To be determined based on PUD

Response: ***Please see attached conceptual master plan included with this submittal.***

D. Minimum Setbacks for Single Family detached Units including patio homes and zero lot line homes - To be determined based on PUD

Response: ***Minimum Setbacks for Principal structure:***

Front—Twenty-five (25) feet
Side—Eight (8) feet for interior lots and ten (10) feet for corner lots
Rear—Twenty-five (25) feet

Minimum Setbacks for Accessory structures(s):

Front—All accessory structures shall be located in the rear yard of the principal use or in the side yard, behind the main structure front building line.

Side—Ten (10) feet
Rear—Five (5) feet

Additional requirements for accessory buildings can be found in the Hillcrest HOA Restrictions document (Article 7.08 and 7.09) as included with this submittal.

E. Distance between Multi-family Buildings - To be determined based on PUD

Response: ***This project does not propose any multi-family buildings.***

F. Maximum Building Height - Based on underlying zoning

Response: ***As per R-1 zoning designation: Thirty-five (35) feet for principal dwellings; Twenty-five (25) feet for accessory structures***

G. Maximum Overall Density for Development: Based on the underlying zoning. In the case that the PUD encompasses more than one district, an aggregate of the districts shall apply. See Table 7 for Tier Bonus Provisions.

Response: ***The R-1 zoning designation does not list a maximum overall density for development. Density shall be based on the attached conceptual master development plan.***

Article IX – Procedures

Section 9.5.3: Criteria for Approval

Major Subdivision Review shall be made in accordance with the following standards:

A. The proposed division will conform to the standards set forth in Article X; and

Response: ***Understood. Our final construction documents and subdivision plat shall follow all the requirements imposed by the final decision of the City Council.***

B. The proposed division is consistent with any approved or proposed Master Property Development Plan, if applicable; and

Response: ***Please see attached conceptual master plan included with this submittal to show the overall layout of our 332 unit Hillcrest Subdivision project.***

C. The resulting lots, blocks, and right-of-way widths, and other features will conform to the applicable minimum requirements set forth in Article X; and

Response: ***Understood. Our final construction documents and subdivision plat shall follow all the requirements imposed by the final decision of the City Council.***

D. The resulting lots will conform to and comply with all applicable requirements of the zoning classification in which they are located, including minimum lot size;

Response: ***The property is currently zoned R-1. The intent of this PUD rezoning is to request a change in the minimum lot width and setback requirements as outlined in the R-1 designation.***

E. The future development will not impose substantial impacts to traffic, utilities, or drainage;

Response: ***We believe 332 newly built parcels will have an extremely positive impact on the surrounding area but will require the use of existing transportation networks, fire protection systems, water and sanitary sewer services, and need for public safety services as provided by the City of Gautier.***

F. The resultant of this division will be considered a Major Subdivision in accordance with Section 9.2.2;

Response: ***This project proposes the subdivision of 88.6 AC into 332 newly built parcels and shall be considered a Major Subdivision in accordance with Section 9.2.2.***

G. The future development will not create area overcrowding of land or undue concentrations of population;

Response: ***We believe 332 newly built parcels will have an extremely positive impact on the surrounding area.***

H. The future development will conserve or improve the value of existing buildings;

Response: ***We believe 332 newly built parcels will have an extremely positive impact on the surrounding area.***

I. The future development will not cause decline of existing neighborhoods; and

Response: ***We believe 332 newly built parcels will have an extremely positive impact on the surrounding area.***

J. The future development will promote neighborhood livability.

Response: ***We believe 332 newly built parcels will have an extremely positive impact on the surrounding area.***

Section 9.8: Master Development Plan

9.8.1 Master Plans are required for the following types of development:

A. Master Planned Community
B. Phased Subdivision Development
C. Subdivision Developments which deviate from the adopted design standards of the City
D. Conservation Subdivision
E. Traditional Neighborhood Development (involving Subdivision of Land)
F. Cluster Development (involving Subdivision of Land)
G. Planned Unit Development (PUD)

Response: ***Please see attached conceptual master plan included with this submittal to show the overall layout of our 332 unit Hillcrest Subdivision project.***

9.8.2 General Information Needed for Master Development Plan

The subdivider shall prepare and file with the Planning Director three (3) copies of the Master Plan, at least fifteen (15) days prior to review by the Technical Review Committee drawn at an appropriate scale. Sheet size shall not exceed twenty-four inches by thirty-six inches (24" x 36"). The Master Plan shall be prepared by a licensed professional(s) such as engineer(s), architect(s), and landscape architect(s). The Master Plan shall be clearly marked, and shall show, or have attached thereto, the following data:

A. Name, address and contact information for property owner, developer(s), development engineer(s), architect(s), builder(s) and property manager(s).
B. Survey of existing property showing existing structures, utilities, protected trees, rights-of-way, easements and adjacent property use and zoning.
C. Map showing existing and proposed contour of land with cut and fill calculations.
D. Demolition plan for existing structures.
E. General Layout (site plan) of proposed development which shows lot dimensions; streets; alleys; utilities; easements; landscaping; table of proposed uses including type and number of housing units; square footages of proposed buildings; location of required off-street parking areas; civic uses and any other pertinent information.
F. General Landscaping and Buffering Design Plan.
G. Proposed phasing of project.
H. Any other information deemed pertinent by the applicant or requested by the City.

Response: ***Some of this information is provided within this submittal. The remaining information will be obtained and submitted with the future subdivision application that shall be required after this approval. After consideration and assuming approval from the City Council then the final subdivision design as well as construction documents and subdivision plat shall be submitted to the City at this later date.***

9.8.3 Specific Requirements and Procedure for a Planned Unit Development

A. Quality of Design Required
The proposed development must be designed to produce an environment of stable and desirable character which is in harmony with surrounding land uses and must provide standards for open space, landscaping, creative layout and facilities for traffic control, recreational facilities and adequate parking. Architectural harmony is required for all types of buildings.

Response: ***As shown on the conceptual master development plan, the existing flood zones to the South in the proposed development shall be dedicated to the City of Gautier to remain undeveloped and retain the flood zone storage along with detention requirements as imposed because of this development. Please see attached renderings of a typical home and layout of typical lot within the overall subdivision***

B. Additional Information Required at Time of Application for a PUD
In addition to the requirements for a subdivision given in Article 9.3.2, applications for a PUD shall include:
1. Architectural renderings of all commercial, civic and multi-family uses proposed.

Response: ***This project does not propose any commercial, civic, or multi-family uses.***

2. Architectural renderings and floor plans for examples of each different type of residential structure that is representative of each.

Response: ***Please see attached renderings of a typical home and layout of typical lot within the overall subdivision.***

3. Draft of the legal instrument establishing the Homeowners Association and/or Restrictive Covenants.

Response: ***The draft Hillcrest HOA Restrictions document is included with this submittal.***

C. Review by Planning Commission
The Planning Commission may impose conditions regarding density, lot sizes, lot size or arrangement, circulation and any other matters that will in their opinion improve the adequacy of the neighborhood or better protect adjacent areas.

After any required changes have been made to the Master Plan, Preliminary Plat or architectural design of buildings, the Planning Commission shall hold a final public hearing for the purpose of approval or denial of the PUD.

Response: ***Understood.***

D. Effect of Approval by City Council
After approval of the Master Plan, Preliminary Plat and architectural design by the Planning Commission, the Planning Director shall place the proposed subdivision on the agenda of the City Council for their review and approval.

Response: ***Understood.***

Approval of the zoning change to a Planned Unit Development constitutes approval of the Master Plan prepared by the applicant and reviewed as a part of the application. The Master Plan establishes new and specific requirements for land use, residential densities, development regulations and location of specific elements of the development such as open space, landscaping and other elements.

The PUD classification replaces any previous zoning district classification on a parcel.

Response: ***Understood. Our final construction documents and subdivision plat shall follow all the requirements imposed by the final decision of the City Council.***

E. Minor Amendments and Adjustments to Master Plan prior to Final Plat Approval
The Planning Director shall be permitted to approve minor amendments and adjustments to the PUD Master Plan provided the project boundaries are not altered; no additional uses are added; the land allocated to particular uses is not altered more than fifteen percent (15%); housing density is not altered more than ten percent (10%); open space and parks are not decreased; and the height, setback and lots coverage requirements are not substantially altered.

Response: ***Understood.***

F. Duration of PUD approval
The approval of a PUD Master Plan by the City Council shall be valid for a period of three (3) years from the date of such approval, after which such plat shall be void, except upon application to and approval by the City Council for an extension not to exceed a maximum of two (2) one (1) year periods.

Response: ***Understood.***

G. Reversion of PUD Zoning and Project
Should the Master Plan become invalid due to inaction of the developer or at the request of the developer; the zoning of the property shall revert back to the original zoning classification and the Planning Director shall cause such changes to be made to the Official Zoning Map.

Response: ***Understood.***

Appendix A City of Gautier Public Hearing Application

GAUTIER, MISSISSIPPI

ECONOMIC DEVELOPMENT/PLANNING DEPARTMENT

PUBLIC HEARING APPLICATION

Public Hearing Number

19-09-RZ

TO BE HEARD BY GAUTIER PLANNING COMMISSION:		FEE:
Zoning Change	✓	$300.00
Zoning Change (Comp.)		$300.00
Major Development		$100.00
Variance		$175.00
Appeal to Staff Decision		$100.00
TO BE HEARD BY ECONOMIC DEVELOPMENT/PLANNING DIRECTOR ON STAFF REVIEW:		**FEE:**
Administrative Variance		$100.00

Name of Applicant : Prescott Bailey

Name of Business: Southern Lifestyle Development (SLD) Phone: 225-229-6333

Property Address: TBD - Old Spanish Trail Mailing Address (if Different): 323 Florida St. Baton Rouge, LA 70801

E-Mail Address: prescott@riverranchdev.com & sruth@jadengineers.com

Reason for request, location and intended use of Property: See Narrative

ATTACHMENTS REQUIRED AS APPLICABLE:

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

ENCLOSED 2. A detailed project narrative.

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

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

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

Signature of Applicant: [signature] Date of Application: 3/21/19 ORIG 2/14/19

FOR OFFICE USE ONLY

Date Received 3/15/19 Verify as Complete RM

Fee Amount Received 300.00 Initials of Employee Receiving Application RM

GAUTIER, MISSISSIPPI

ECONOMIC DEVELOPMENT/PLANNING DEPARTMENT

SUBDIVISION APPLICATION

Public Hearing Number

19-09-P2

TO BE REVIEWED BY GAUTIER PLANNING COMMISSION/CITY COUNCIL:		FEE:
Subdivision - Major	✓	$100.00 + $6/Lot
TO BE REVIEWED BY ECONOMIC DEVELOPMENT/PLANNING DIRECTOR:		**FEE:**
Subdivision - Minor		$50.00 + $6/Lot

Name of Subdivision: Hillcrest Subdivision No. Proposed Lots: 332

Name of Applicant(s): Southern Lifestyle Development (SLD)

Property Address/Location: TBD - Old Spanish Trail

Mailing Address (if Different): 323 Florida St.

E-Mail Address: prescott@riverranchdev.com Phone: (225)-229-6333

The request will require: [x] Preliminary Plat Review [ ] Infrastructure Improvements [ ] Final Plat Review

ATTACHMENTS REQUIRED AS APPLICABLE:

Master Plan 1. Plat/Legal Description

Yes 2. Project Narrative

Yes 4. Copy of protective covenants or deed restrictions, if any.

Pending 5. Copies of approvals, or requests for approval, from other agencies, such as, but not limited to, the Mississippi State Department of Health, U.S. Army Corp of Engineers, Mississippi Department of Environmental Quality and Department of Marine Resources.

NA 6. Any other information requested by the Economic Development/Planning Director.

Yes 7. Owner's Consent form, if anyone other than 100% sole owner makes application (see attached).

Signature of Applicant(s): Date of Application: 3/21/19 ORG. 2/14/19

FOR OFFICE USE ONLY

Date Received 3/15/19 Verify as Complete RM

Fee Amount Received 100 + 1492.00 Initials of Employee Receiving Application RM

Appendix B Proof of Ownership (Title Judgement, Tax Map & Notarized Authorization)

IN THE CHANCERY COURT OF JACKSON COUNTY, MISSISSIPPI

TREBORNOS, LLC — PLAINTIFF

vs. — CAUSE NO. 2015-1026-MLF

DANIEL K. CHANG; JULIA W. CHANG;
THE KNOWN OR UNKNOWN HEIRS OF THE
AFORESAID INDIVIDUAL DEFENDANTS;
WHITNEY BANK f/k/a HANCOCK BANK d/b/a HANCOCK BANK;
WELLS FARGO BANK;
THE STATE OF MISSISSIPPI, BY AND THROUGH
ATTORNEY GENERAL JIM HOOD;
JACKSON COUNTY, MISSISSIPPI;
ANTHONY "TONY" N. LAWRENCE, III, IN HIS CAPACITY
AS JACKSON COUNTY DISTRICT ATTORNEY;
AND ANY AND ALL PERSONS HAVING OR CLAIMING ANY
LEGAL OR EQUITABLE INTEREST IN AND
TO THE WITHIN DESCRIBED LANDS SOLD FOR TAXES — DEFENDANTS

FILED
MAR 02 2016
M B 2016 P. 104484
JOSH ELDRIDGE, CLERK
By Linda White

201603460 3 PGS

JUDGMENT CONFIRMING TAX TITLE

THIS CAUSE came to be heard on Motion for Judgment and other pleadings filed by Plaintiff, **TREBORNOS, LLC**, and the Court, being fully advised in the premises, does hereby find as follows:

1. The Plaintiff filed its Complaint to Confirm Tax Title in and to the following described land in Jackson County, Mississippi:

Parcel No. 1: Tax Parcel No. 82438110.000

Commence at the southeast corner of the southwest ¼ of the southeast ¼ of Claim Section 38, Township 7 South, Range 7 West, and run North 73° West 1389.93 feet, thence North 2898.26 feet to the South margin of Old Spanish Trail, thence North 76° East 379.23 feet to the **Point of Beginning**; thence from said Point of Beginning run South 1356.99 feet, thence South 76° East 660.30 feet, thence North to South margin of Spanish Trail, thence northwesterly along the South margin of Spanish Trail to the Point of Beginning.

Parcel No. 2: Tax Parcel No. 82438100.000

Begin at the northwest corner of Lot 20, Old Shell Landing Subdivision, and run thence North 89° West 483.91 feet; thence North 10° West 1150.22 feet; thence North 59° West 176.51 feet; thence North 314.19

OFFICIAL RECORDS JACKSON COUNTY
Josh Eldridge
CHANCERY CLERK
RECORDING FEE: $12.00
#201603460 BK:1809 PG:440-442
03/09/2016 03:08:42 PM 3 PGS
JGARULO,DC Rcpt#4845

feet; thence South 76° East 910 feet; more or less, thence South to the **Point of Beginning.**

Parcel No. 3: Tax Parcel No. 82438100.125

Begin at a point on the East line of the West ½ of Claim Section 38, Township 7 South, Range 7 West, where said East line intersects the South margin of Old U.S. Highway 90 (also known as Old Spanish Trail); thence run South to the northwest corner of Lot 16, Old Shell Landing Subdivision, thence North 87° West 1361 feet; thence North 1330 feet, more or less; thence South 76° East 410 feet; thence North 1356 feet to the South margin of Old U.S. Highway 90; thence southeasterly along the South margin of Old U.S. Highway 90 to the **Point of Beginning.**

2. The Defendants named in this Paragraph 2 of this Judgment was served with process according to law; and said Defendants failed to answer or otherwise defend against the suit within the time provided by law; and pursuant to Rule 55(a) MRCP, the Plaintiffs filed their Application to the Clerk for Entry of Default and supporting Affidavit as against the Defendants, **DANIEL K. CHANG; JULIA W. CHANG; THE KNOWN OR UNKNOWN HEIRS OF THE AFORESAID INDIVIDUAL DEFENDANTS; WHITNEY BANK f/k/a HANCOCK BANK d/b/a HANCOCK BANK; WELLS FARGO BANK; AND ANY AND ALL PERSONS NOT NAMED IN THIS ACTION HAVING OR CLAIMING ANY LEGAL OR EQUITABLE INTEREST IN AND TO THE WITHIN DESCRIBED LANDS SOLD FOR TAXES,** and who have not appeared in this lawsuit.

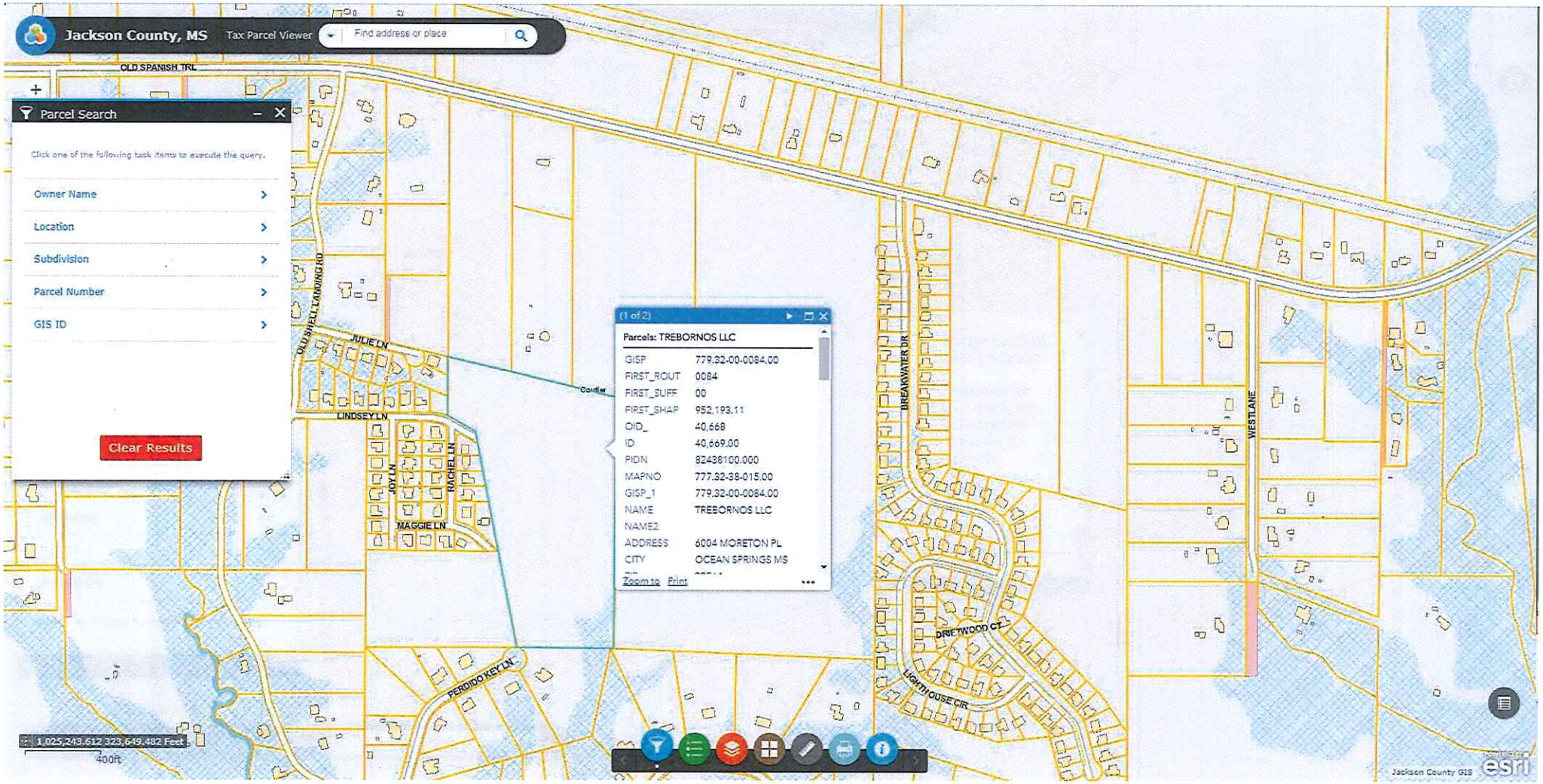
3. Upon application of the Plaintiff, supported by the Affidavit of Counsel, the Clerk has entered a Clerk's Entry of Default on the record as against the Defendants named in Paragraph 2 of this Judgment.

4. Defendant, **JACKSON COUNTY, MISSISSIPPI,** filed its Answer to the Complaint on or about July 6, 2015, disclaiming any interest in the real property described herein.

5. Defendants, **THE STATE OF MISSISSIPPI** and **ANTHONY LAWRENCE, DISTRICT ATTORNEY,** filed their Answer to the First Amended Complaint on or about July 17, 2015 disclaiming any interest in the real property described herein.

6. Defendants, **DANIEL K. CHANG and JULIA W. CHANG,** withdrew their Answer filed on or about July 9, 2015 and now consent to a Judgment placing title to the real property in the Plaintiff per their Withdrawal of Answer and Consent of Judgment filed December 21, 2015.

7. Pursuant to Rule 55(b) MRCP, the Plaintiff is entitled to a final judgment granting the relief sought by the Plaintiff in its Complaint as to the Defendants named in Paragraph 2 of this


Jackson County, MS
Tax Parcel Viewer
Find address or place
OLD SPANISH TRL
Parcel Search
Click one of the following task items to execute the query.
Owner Name
Location
Subdivision
Parcel Number
GIS ID
Clear Results
(1 of 2)
Parcels: TREBORNOS LLC
GISP 779.32-00-0084.00
FIRST_ROUT 0084
FIRST_SUFF 00
FIRST_SHAP 952,193.11
OID_ 40,668
ID 40,669.00
PIDN 8243800.000
MAPNO 777.32-38-015.00
GISP_1 779.32-00-0084.00
NAME TREBORNOS LLC
NAME2
ADDRESS 6004 MORETON PL
CITY OCEAN SPRINGS MS
Zoom to Print
JULIE LN
LINDSEY LN
JOY LN
RACHEL LN
MAGGIE LN
OLD SHELL LANDING RD
BREAKWATER DR
VIEW LANE
DRIFTWOOD CT
LIGHTHOUSE CIR
PERDIDO KEY LN
1,025,243.612 323,649.482 Feet
400ft
Jackson County GIS
esri

Jackson County, MS
Tax Parcel Viewer
Find address or place
OLD SPANISH TRL
Parcel Search
Click one of the following task items to execute the query.
Owner Name
Location
Subdivision
Parcel Number
GIS ID
Clear Results
(1 of 2)
Parcels: TREBORNOS LLC
GISP 779.32-00-0111.00
FIRST_ROUT 0111
FIRST_SUFF 00
FIRST_SHAP 2,936,385.16
OID_ 40,740
ID 40,741.00
PIDN 82436100.125
MAPNO 777.32-36-013.01
GISP_1 779.32-00-0111.00
NAME TREBORNOS LLC
NAME2
ADDRESS 6004 MORETON PL
CITY OCEAN SPRINGS MS
Zoom to Print
OLD SHELL LANDING RD
JULE LN
LINDSEY LN
JOY LN
RACHEL LN
MAGGIE LN
PERDIDO KEY LN
DRIFTWOOD CT
LIGHTHOUSE CIR
WESTLANE
Carrier
1,027,476.94S 322,982.61S Feet
400ft
Jackson County GIS
esri

NOTARIZED AUTHORIZATION OF OWNER

I/We, TREBORNOS LLC as the sole or joint fee simple title holder(s) of the properties described as parcel numbers: 82438100.125 & 82438100.000, authorize Southern Lifestyle Development, LLC (SLD), and/or JADE Consulting, LLC their consultants to act as our agent to seek Rezone/PUD, subdivision, site plan/development, DOT, County, DEP approvals, and/or all regulatory approvals in connection therewith, on the above referenced property.

Company: Trebornos, LLC

By: Paul R. Campo

As Its: PAUL R. CAMPO MANAGING MEMBER

Address: 6004 Moreton PL
Ocean Springs, MS 39564

Phone: 228-239-3955 Fax: N/A

Email: paulcampo@hotmail.com

STATE OF Mississippi

COUNTY OF Jackson

The forgoing instrument was acknowledged before me this 12 day of Feb, 2019 by PAUL R. CAMPO - TREBORNOS, LLC as its MANAGING MEMBER who is personally known to me or who has produced Driver's License (type of ID) as identification and who did not take an oath.

Nathan Roberts

NOTARY PUBLIC – STATE OF MS

Nathan Roberts

NAME OF NOTARY – TYPED OR PRINTED

COMMISSION NO: Dec. 3, 2021

STATE OF MISSISSIPPI
NATHAN ROBERTS
NOTARY PUBLIC
ID No. 120563
Comm. Expires
December 3, 2021
HARRISON COUNTY

Appendix C HOA Restrictions draft

THIS INSTRUMENT PREPARED BY:

_____
_____
_____
_____
(___) _____

_____

STATE OF MISSISSIPPI:
COUNTY OF JACKSON:

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

OF

HILLCREST SUBDIVISION, PHASE ONE

THIS DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS (this "Declaration") is made this _____ day of _____, 2019, by SMART LIVING, LLC, a Delaware limited liability company ("Declarant").

W I T N E S S E T H:

WHEREAS, on _____, 2019, Declarant recorded in Plat Book ____, Pages ___ of the Office of the Chancery Clerk of Jackson County, _____, Mississippi, a subdivision plat for Hillcrest Subdivision, Phase One ("Plat of Subdivision") pertaining to certain real property owned by Declarant in Jackson County, Mississippi, as more specifically described on Exhibit "A" hereto.

WHEREAS, the real property shown on the Plat of Subdivision described above is intended to be developed as single subdivision known as Hillcrest together with certain additional parcels of real property owned by Declarant, as more specifically described in Exhibit "B" hereto (the "Additional Phases"), and such Additional Phases may hereafter be made subject to this Declaration in accordance with the terms hereof.

NOW, THEREFORE, DECLARANT HEREBY DECLARES, that subject to the provisions hereof, all of the Lots (hereinafter defined) shall be held, sold and conveyed by the Owners and the Common Area (hereinafter defined) shall be held by the Association subject to the restrictions, covenants and conditions contained herein for the purposes of protecting the value and desirability of, and which shall run with, the Community Property (hereinafter defined) and be binding on all parties having any right, title or interest in the Community Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner of any portion thereof.

ARTICLE ONE
GENERAL PROVISIONS

1.01 Restrictive Covenants and Easements Running with the Land. The use of the Community Property shall be in accordance with the provisions and restrictions of this Declaration, all of which are to be construed as restrictive covenants and/or easements, as applicable, running with the land and with the title to each and every Lot and shall be binding upon all Owners and other persons having interests therein and upon their heirs, personal representatives, successors, grantees and assigns.

1.02 Terminology. Whenever the context requires, words used in the singular shall be construed to mean or to include the plural and vice versa, and pronouns of any gender shall be deemed to include and to designate the masculine, feminine or neuter gender.

1.03 Definitions. The following terms, when capitalized herein, shall have the meaning set forth in this Section 1.03:

(a) "Additional Property" shall mean and refer to that certain real property described on "Exhibit B" attached hereto.

(b) "Adult" means a person of age twenty-one (21) or older.

(c) "Architectural Review Committee" means the Architectural Review Committee as established by the Board of Directors in accordance with the Bylaws.

(d) "Articles of Incorporation" means the Articles of Incorporation of Hillcrest Owners Association, Inc., a Mississippi non-profit corporation, as recorded in the records of the Office of the Secretary of State of Mississippi, as the same may hereafter be amended, altered or repealed from time to time.

(e) "Association" means Hillcrest Owners Association, Inc., a Mississippi non-profit corporation.

(f) "Board" or "Board of Directors" means the Board of Directors of the Association, established in accordance with the Articles of Incorporation and Bylaws of the Association.

(g) "Builder means any commercial home builder or contractor who is in the business of constructing residential structures to sell to owner-occupants.

(h) "Bylaws" means the Bylaws of the Association, as the same may hereafter be amended, altered or repealed from time to time.

(i) "Common Area" means all real property within the Subdivision which is owned or leased by the Association or dedicated for use or maintenance by the Association or its members, regardless of whether title has been conveyed to the Association.

(j) "Community Property" means all of the Lots and the Common Area, collectively.

(k) "Declarant" means Smart Living, LLC, a Delaware limited liability company, its successors and assigns which expressly are assigned and assume the Declarant's rights as "Declarant" hereunder.

(l) "House" or "Home" means any single-family dwelling unit situated upon a Lot.

(m) "Lot" means each and every numbered lot shown on the Plat of Subdivision.

(n) "Member" means every person or entity who is a member of the Association.

(o) "Mortgagee" means a holder or beneficiary of any mortgage, deed of trust, deed with vendor's lien reserved, or any other form of instrument used for the purpose of encumbering or conveying real property as security for payment or satisfaction of any obligation.

(p) "Owner" means the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding mortgagees, lien holders, lessees, tenants, and those having such interests solely as security for the performance of an obligation.

(q) "Person" means any individual, corporation, trust, partnership, joint venture, limited liability company, or other entity.

(r) "Plat of Subdivision" has the meaning ascribed to such term hereinabove and shall also include any additional plat or plats or real property that are hereafter recorded where such real property is annexed to this Declaration in accordance with the terms of Section 10.02 hereof.

(s) "Subdivision" means Hillcrest Subdivision, Phase 1, a subdivision as shown on the Plat of Subdivision, including Additional Property made subject to this Declaration in accordance with the terms of Section 10.02.

(t) "Turnover" means the earlier to occur of (i) Declarant relinquishing control of the Association in a written instrument recorded in the real property records of Jackson County, Mississippi, or (ii) three (3) months after 100% of the lots in the Subdivision, including lots to be created in the Additional Property in accordance herewith, have been conveyed to persons other than Declarant or Declarant's successors or assigns; provided however, in the event of a conflict between Mississippi law and the foregoing, the applicable Mississippi law controls.

1.04 Purposes. It is intended that the Subdivision development will be a residential community of high esteem and quality homes.

ARTICLE TWO
COMMON AREA

2.01 Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, the Articles of Incorporation and the Bylaws, shall be responsible for the exclusive maintenance, management, and control of the Common Area and all improvements thereon, and shall keep the Common Area in good, clean, attractive, and sanitary condition, order, and repair pursuant to the terms and conditions of this Declaration. Buildings and improvements of a permanent nature erected or placed on the Common Area and any activities that alter the nature of the Common Area shall require the prior approval of the Members. The Association has the right to restrict the use and govern the operation of the Common Area by promulgating reasonable rules and regulations, including with respect to any Common Area facilities, the right to charge reasonable one-time or monthly fees for the use thereof by the Owners as the Association deems necessary or appropriate. Rules and regulations may be established by the Association to regulate the use of the Common Area. The necessary work or maintenance, repair and replacement of the Common Area and the making of any additions or improvements thereto shall be carried out only as provided in this Declaration, the Articles of Incorporation and the Bylaws.

2.02 Right of Enjoyment. Subject to any rules and regulations promulgated by the Board of Directors, every Member shall have a right and easement of enjoyment of the Common Area, and such easement shall be appurtenant to and pass with the title to each Lot.

2.03 Restrictive Covenant on Common Area. A restrictive covenant is hereby imposed on the Common Area such that no part of the Common Area may be developed for residential or commercial purposes; provided, however, that Declarant and/or the Association shall have the right, but not the obligation, to construct and install amenities on the Common Area that are for the use and enjoyment of the Members, subject to the terms and conditions hereof and any rules and regulations adopted by the Association. This restrictive covenant shall run with each Lot and shall exist for the benefit of the Owners and be binding upon, their successors and assigns.

2.04 Lots Subject to Covenants, Restrictions, Limitations and Term. Each Lot that shall be conveyed, held, devised, leased, or demised at any time hereafter shall be subject to all the terms, conditions, covenants, restrictions, and limitations herein contained, and the obligation to observe and perform the same whether or not it be so expressed in the deed or other instrument of conveyance of the Lot or real property, and such shall run with the Lot or real property and be appurtenant thereto as if fully set out in such deed or instrument of conveyance, subject to the terms and conditions hereof.

2.05 Easements.

(a) Easements and Buffer Strips. All easements and buffer strips shown on the Plat of Subdivision, if any, are hereby adopted as part of this Declaration and all Lots in the Subdivision shall be subject to such easements and buffer strips.

(b) Structures. No dwelling unit, house, home, and/or other structure of any kind shall be built, erected, or maintained upon any easement, and said easements shall at all

times be open and accessible to public and quasi-public utility corporations, and to other persons erecting, constructing, or servicing such utilities, and to the Association, its successors or assigns, all of whom shall have the right of ingress and egress thereto and therefrom, and the right and privilege of doing whatever may be necessary in, under, and upon said locations for the carrying out of any of the purposes for which said easements are hereby reserved and may hereafter be reserved.

(c) Overhead Wires. No Lot shall be served with any overhead electrical or communications service, and no Lot Owner shall erect power poles for such service; provided, however, that nothing herein shall be construed to prohibit overhead street lighting or ornamental yard lighting provided that such lighting is constructed in accordance with the terms and conditions hereof.

2.06 Control of Common Area. The Association may, upon approval by the Members, sell, subdivide, lease, mortgage, grant easements over or otherwise encumber the Common Area, or exchange all or any portion of the Common Area for Lots or other real property, or purchase or acquire any additional real property and dedicate the same as Common Area subject to the terms of this Declaration.

2.07 Condemnation. In the event of a taking by eminent domain of any portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements so taken on the remaining Common Area, unless within sixty (60) days after such taking, an alternative plan is approved by at least seventy-five percent (75%) of the voting interests of the Members. The provisions of this Declaration applicable to replacement or restoration of damaged improvements on the Common Area shall also apply to and govern the actions to be taken in the event that the improvements are not restored or replaced after a condemnation.

2.08 Liability. Owners, occupants and their guests shall use and enjoy the Common Area at their own risk and shall assume sole responsibility for their personal belongings used or stored there. The Association, the Declarant and their respective officers, directors, employees, representatives and agents shall not be held liable for personal injury to any person, nor for loss or damage to personal belongings used or stored on any of the Common Area. The Association shall not be liable for injury or damage to any person or property (a) caused by the elements or by an Owner or any other person, (b) resulting from any rain or other surface water which may leak or flow from any street, pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association, or (c) caused by any street, pipe, plumbing, drain, conduit, appliance, equipment, security system, utility line, facility, or from any portion of the Common Area, the responsibility for the maintenance of which is that of the Association, becoming out of repair. Nor shall the Association be liable to any Owner or occupant for loss or damage, by theft or otherwise, of any property of such Owner or occupant.

ARTICLE THREE
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

3.01 The Association. The operation and administration of the Common Area shall be handled by the Association. The Association shall have exclusive authority and power to maintain a class action and to settle a cause of action on behalf of Owners with reference to the Common Area and with reference to any and all other matters in which all of the Owners have a common interest. The Association shall have all the powers and duties set forth in the Articles of Incorporation and the Bylaws. The Association shall have a reasonable right of entry upon any Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Common Area and further, shall have the right to grant permits, licenses, and easements over the Common Area for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Common Area. The Board of Directors shall have the authority and duty to levy and enforce the collection of general and specific assessments for common expenses and is further authorized to provide adequate remedies for failure to pay such assessments.

3.02 Membership. Each Owner shall be a Member, subject to the terms and conditions of the Articles of Incorporation and the Bylaws.

3.03 Voting. Voting by Owners shall be in accordance with the Bylaws.

3.04 Assignment. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance of said Owner's Lot.

3.05 Reserve Fund. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the Common Area (the "Reserve Account"). The Reserve Account shall be maintained out of regular assessments for common expenses.

ARTICLE FOUR
COVENANT FOR MAINTENANCE ASSESSMENTS

4.01 Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements to the Common Area, and (3) the lien for assessments for capital improvements to the Common Area by any governmental entity ("Governmental Assessments"), as such assessments are hereinafter established and shall be collected as hereinafter provided. The annual, special, and Governmental Assessments, together with interest, costs, an administrative late fee and reasonable attorneys' fees, shall be a charge on the Lot and shall be a continuing lien upon the property against which each such assessment is made. Any payment received and accepted by the Association shall be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney's fees, and then to the delinquent assessments. Each such assessment, together

with interest, costs, administrative late fee and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to successors in title.

4.02 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to provide for the management, care and maintenance of the Common Area and any improvements constructed thereon, including provision for appropriate insurance against casualty and liability. The Association shall have the obligation to maintain the Common Area (including, without limiting the generality of the foregoing, any and all easements, drainage facilities, landscaping, structures, holding and retention ponds, and landscape entryways, and the like, whether denominated as such or otherwise) and shall pay all ad valorem property taxes assessed upon them. The Association may fund in the Reserve Account such sums as it determines in good faith are necessary and adequate to make periodic repairs and improvements to any part of the Common Area.

4.03 Annual Assessments. To provide the total sum necessary for the insurance, purchased by the Association hereunder, the Reserve Account, the maintenance, repair and replacement (as applicable) of any improvements located on the Common Area, and any and all other expenses of the Association, each Member for each Lot owned shall pay a portion of the total amount necessary for such purposes to the Association. The portion to be paid by each Member for each Lot owned shall be calculated as set forth in the Articles of Incorporation. The amount of assessment assessed against each Member as provided under the foregoing sentence shall be assessed by the Association as a lien at the beginning of each annual assessment period.

4.04 Special Assessments for Capital Improvements Upon Common Area. In addition to the annual assessments authorized above, the Board of Directors may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area and any entrance wall or signage, including fixtures and personal property related thereto; provided, however, that the total of all such special assessments for any given calendar year shall not exceed $500 per Lot, unless such special assessments in excess of such total are approved by the affirmative vote of the Members holding a majority of the voting rights in the Association.

4.05 Date of Commencement of Annual Assessments and Due Dates. The annual assessments provided for herein shall commence as to a particular Lot upon conveyance of the Lot to any Owner who is not Declarant or a Builder. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors, and one-fourth ($1/4^{th}$) of any annual maintenance or other special assessment shall be due each calendar quarter.

4.06 Effect of Nonpayment of Assessments and Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest thereon at a rate to

be set by the Board of Directors but in no event greater than the maximum percentage rate as may then be permitted under the laws of the State of Mississippi. The Association may bring an action at law or in equity against the Owner personally obligated to pay the same, foreclose a lien against the property or seek injunctive relief. Interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. Each such Owner, by his acceptance of a deed to or other conveyance of an interest in a Lot, hereby expressly vests in the Association the right and power to bring all actions against such Owner personally for the collection of each charge as a debt and to foreclose the aforesaid lien by all methods available for the enforcement of such liens, including foreclosures by an action brought in the name of the Association in a like manner as a mortgage lien on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all Owners. The Association, acting on behalf of the Owners, shall have the power to bid for an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of said Owner's Lot. The Board of Directors may also suspend the use rights of any Owner of the Common Area in the event of a failure to pay any assessment within thirty (30) days of the applicable due date.

4.07 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein, except for any Governmental Assessment, shall be subordinate to the lien of any first mortgage on a Lot. Sale or transfer of any Lot shall not affect the assessment lien; provided, however, the sale or transfer of any Lot pursuant to foreclosure of a first mortgage on said Lot or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, except any Governmental Assessment. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof or relieve the prior Owner from any personal liability for any unpaid assessments occurring prior to said sale or transfer.

4.08 Estoppel Letter. The Association shall, within thirty (30) days after receiving a written request therefor and for a reasonable charge, as established by the Board of Directors, certify to the amount of any unpaid assessments constituting a lien on a specified Lot. A certification letter signed by an officer of the Association or the Association's managing agent, if any, as to the amount of assessments due with respect to a Lot shall be binding upon the Association.

ARTICLE FIVE
MAINTENANCE AND REPAIR

5.01 Maintenance. The Association shall provide maintenance of the Common Area. In addition, the Association shall have the right, but not the obligation, to maintain other property not owned by the Association, whether within or without the Subdivision and to enter into easement and covenant to share costs agreements regarding such property where the Board has determined that such action would benefit the Owners. Each Owner shall maintain his or her respective Lot and shall also maintain and repair, at such Owner's sole cost and expense, said Owner's House, patio and yard area keeping the same in good condition and making all structural

repairs and maintenance, external and internal, as may be required from time to time, including, but not limited to maintenance and repairs of any enclosed patio area, screens and screen doors, exterior door and window fixtures, glass, and other hardware. Each Owner shall also be responsible for the maintenance and repair of any fence or fences erected on such Owner's Lot and gates appurtenant thereto.

5.02 Failure to Maintain. In the event an Owner shall fail to maintain and repair his Lot and the improvements situated thereon, as provided for herein and provided that the failure to so maintain shall cause damage or injury to the adjoining Lot or to common structural elements which affect an adjoining Lot, the Association, after approval by a majority vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the House and any other improvements erected thereon. The cost of the same shall be added to and become part of the assessment to which such Lot is subject; provided, however, if a dispute arises concerning the foregoing between the Owner and the Association, the matter may be submitted to arbitration in accordance with the mutual agreement of the parties.

5.03 Damage to Common Area. Notwithstanding anything contained in this Article Five to the contrary, each Owner shall be personally responsible and personally liable for any damage to the Common Area, or any portion thereof, caused by the Owner and/or the Owner's family members, guests, invitees, lessees or licensees as a consequence of the negligence, recklessness or willful misconduct of such person. The cost of repair for any damage so caused by the Owner, the Owner's family members, guests, invitees, lessees or licensees shall be a special assessment against the Owner responsible therefor and the Lot of such Owner.

ARTICLE SIX
ARCHITECTURAL CONTROL

6.01 Submission of Plans and Specifications. No House, building, fence, wall, or other structure or improvement shall be constructed, erected, or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications of the same shall have been submitted by an Owner to and approved in writing as in harmony with this Declaration by the Architectural Review Committee. Two (2) copies of the building or construction plans and specifications (collectively, the "Plans") shall be submitted to the Architectural Review Committee. Prior to commencement of any construction activities on a Lot, an Owner's Plans must be approved by the Architectural Review Committee as to conformity and harmony with this Declaration. The Architectural Review Committee may, from time to time, establish additional written design guidelines for the Subdivision, and a copy of any such guidelines then in effect shall be made available to any Member requesting a copy of same from the Association. After Declarant has approved DSLD Homes Gulf Coast, LLC's ("DSLD") master house plans, no further approval shall be needed prior to DSLD's construction of the approved plans on a particular Lot.

6.02 Approval or Disapproval. The Architectural Review Committee shall indicate its approval or disapproval of such plans and specifications by delivering, in writing, notice of such approval or disapproval to the requesting Owner. In the event the Architectural Review Committee

fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval shall be deemed automatically given.

6.03 Right of Inspection. The Architectural Review Committee shall have the right, but not the obligation, to inspect the Owner's Lot and improvements during construction and prior to occupancy to insure construction in accordance with the construction plans submitted and approved by the Architectural Review Committee. Failure of an Owner to comply with the provisions of this Section 6.03, or failure of an Owner to carry out construction in accordance with the provisions of this Article, shall subject such Owner to such remedies as might be available at law or in equity (including, but not limited to, specific performance and injunction, payment of the prosecuting parties' reasonable legal fees and expenses).

6.04 Limited Review. The scope of review by the Architectural Review Committee is limited to appearance only and does not include any responsibility for structural soundness, suitability of construction or materials, compliance with building or zoning codes or standards, this Declaration, or any other similar or dissimilar factors.

6.05 Waiver of Liability. Neither the Architectural Review Committee nor any architect nor agent thereof nor the Association nor any agent or employee of any of the foregoing shall be responsible in any way for the failure of any improvements to comply with the requirements of this Declaration, nor for any defects in any plans and specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications, and all persons relying thereon or benefiting therefrom agree not to sue or claim against the entities and persons referred to in this Section for any cause arising out of the matters referred to herein and further agree to and do hereby release said entities and persons for any and every such cause.

ARTICLE SEVEN
USE RESTRICTIONS

7.01 Residential Use. Each Lot is hereby restricted to a private, single-family dwelling for residential use.

7.02 Subdivision of Lots. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions, and provisions hereof, to easements and rights-of-way, and matters of public record. No Lot may be subdivided into a smaller Lot or Lots unless approved by the Association; provided, however, that an entire Lot may be combined with an entire adjacent Lot and occupied as one Lot but assessed and governed as two Lots.

7.03 Signs. No sign of any kind shall be displayed on any Lot, except (i) that any Owner actively attempting to sell his Lot may place a "for sale" sign of less than four (4) square feet on his Lot; (ii) during the building of homes in the Subdivision, the Declarant and/or the Builders in the Subdivision may place signs at the entrance and/or on any Lot to advertise the Subdivision and the Lots for sale therein; and (iii) any Owner may display a sign of reasonable size provided by a contractor for security services within ten feet (10') of any entrance to the home.

7.04 Noxious and Offensive Activity. No noxious or offensive activity shall be carried on, in or upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to any other Owner.

7.05 Design Criteria; Structure. All improvements to be constructed or otherwise located on a Lot by an Owner shall comply with the following requirements:

(a) Any House shall contain a minimum of One Thousand Seven Hundred (1,700) square feet of heated and cooled living space.

(b) No House may exceed two (2) habitable stories above grade.

(c) All sidewalks shall be constructed along the street right-of-way of each Lot in accordance with a uniform plan established by the Declarant. Accordingly, each site Plan submitted to the Architectural Review Committee shall show the location and material to be used for construction of the sidewalk, all as required and approved by the Architectural Review Committee. Each Owner shall construct or cause to be constructed on his or her Lot the approved sidewalk upon completion of the House on his or her Lot and before occupancy thereof.

(d) The residential structure shall contain a minimum of a 2-car garage; provided however, that no garage may have a flat roof and any such garage shall be in conformity with the general architecture of the primary residential building or structure.

(e) Air conditioning and heating units, blowers, towers, condensers or structures related thereto, when erected between the side of any building or structure and the side Lot line of the Lot on which said building or structure is located, shall be enclosed in conformity with the general architecture of the primary residential building or structure, or shielded by shrubbery. No window air-conditioning units shall be permitted on the front or sides of any residence so as to be visible from the front line of such Lot.

(f) Underground electrical distribution facilities are required, and no overhead electrical or similar wiring or lines shall be permitted.

(g) All outside radio and T.V. antennas (including satellite dishes and other signal receiving/transmitting equipment) shall be installed in such a way as to minimize visibility from the front of the Lot and shall be placed on the back or side of any roof.

(h) All vents protruding from roofs shall be painted the same color as the roof covering.

(i) Driveway must be made of concrete, or if not, the alternative surface must be approved by the Architectural Review Committee.

(j) During construction, all vehicles, including those delivering supplies, must be parked on the building lot where the construction is under way so as not to unnecessarily damage trees.

(k) All building debris, stumps, trees, etc., must be removed from each Lot by the Owner thereof as often as necessary to keep the House and Lot attractive. Such debris shall not be dumped in any area of the Subdivision.

(l) Walls or fences constructed or erected on any Lot shall be of ornamental iron, or wood construction. No wall or fence shall be constructed from the front property line to 20 feet behind the corner of the house nearest front property line. All Lots shall be grassed in the entire cleared designated yard area by sodding and the yard shall be landscaped upon the completion of construction and before occupancy. Notwithstanding the foregoing, no Owner shall be required to grass, landscape or maintain any portion of a Lot that constitutes a wetland, a stream, a wetland or stream buffer, or any portion of a Lot which is otherwise inaccessible from the front of the Lot due to the presence of wetlands or streams that bisect the Lot. It shall be the Owner's responsibility to maintain any landscaping, walls or fences situated on a Lot so that such improvements remain in an attractive, well-kept condition.

(m) No outside clothes lines shall be permitted.

(n) Existing drainage shall not be altered in any manner, and specifically shall not be altered in such a manner as to divert the flow of water onto an adjacent Lot.

(o) Any roof constructed over any structure on any Lot must be covered with composite shingles or such other types of roof coverings of a higher grade and quality than composite shingles as are approved by the Architectural Review Committee.

7.06 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except that dogs, cats, and other household pets may be kept subject to the rules and regulations adopted by the Association, provided that they are not kept, bred, or maintained for any commercial purpose. Pets must be kept leashed and/or under control at all times.

7.07 Waste. No rubbish, trash, garbage, or other waste material shall be kept or permitted upon any Lot except in sanitary containers located in appropriate area, screened and concealed from view.

7.08 Miscellaneous. Except as otherwise provided for herein, no patio cover, building or storage unit of any kind shall be erected, placed or set on any Lot unless such structure is attached to the House erected on the same Lot and the architecture and character of such structure matches that of said House. Notwithstanding the foregoing, one (1) accessory building may be erected, placed or set on any Lot if such structure is: (a) no more than eight (8) feet in height; (b) located upon the back yard of such Lot; (c) enclosed on all sides by a wooden fence of at least six

(6) feet in height; (d) of the same architecture and character of the House located on such Lot; and (e) approved by the Architectural Review Committee.

7.09 Temporary Structures. No structure of a temporary character, trailer, mobile home, motor home, modular building unit, basement, tent, shack, garage, barn, or other outbuilding shall be used at any time on the Lots as a residence, either temporarily or permanently.

7.10 Vehicles.

(a) No inoperative cars, trucks, trailers, boats, campers or other types of vehicles shall be allowed to remain either on or adjacent to any Lot for a period in excess of forty-eight (48) hours; provided, however, this provision shall not apply to any such vehicle being kept in an enclosed garage.

(b) No trucks larger than a one-ton pickup shall be parked in the Subdivision, except those reasonably necessary to complete approved improvements.

(c) Recreational vehicles and campers shall not be parked or stored on any Lot. Boats shall be parked in garages or shall be stored out of sight from all neighbors and fully screened by a privacy fence of no less than six (6) feet in height.

(d) No permanent parking on streets is allowed. Parking in yards is strictly prohibited.

(e) There shall be no major repair performed on any motor vehicle on or adjacent to any Lot unless performed inside an enclosed garage.

(f) No noxiously loud or dangerous vehicles shall be allowed to be operated on any Lot.

7.11 Construction.

(a) When the construction of any improvement upon any Lot has begun, work thereon shall be pursued diligently and continuously until full completion. During construction on any Lot, all vehicles involved in such construction, including those delivering materials and supplies, shall enter upon such Lot only at such a location as to not interfere with the flow of traffic in the Subdivision, and such vehicle shall not be parked on the streets and roads of the Subdivision. All construction sites must be kept clean, and debris shall not be allowed to accumulate. During construction, the use of dumpsters for routine cleaning of construction sites is permitted.

(b) No residence constructed on any Lot may be occupied prior to its substantial completion.

(c) Landscaping shall be completed within sixty (60) days after completion of construction.

(d) In addition to compliance with the requirements set forth under this Declaration, any and all improvements on any Lot shall comply with the standards and provision of Jackson County, and its applicable building code.

7.12 Pollution. There shall be no noxious emission of smoke, dust, odor, fumes, glare, noise, vibration, electrical or magnetic disturbance, detectable at the lot line or beyond.

7.13 Commercial Activity. No commercial activities of any kind whatsoever shall be conducted in any building or in any portion of any Lot; provided, however, that a Lot Owner may conduct a business entirely within his Home so long as such business uses only ten percent (10%) of the total square footage of such Home and so long as such business is secondary to the use of the Lot for residential purposes. DSLD Homes Gulf Coast, LLC shall be allowed to have and operate a model home as long as DSLD Homes Gulf Coast, LLC owns a lot in Hillcrest Subdivision.

7.14 Outdoor Lighting. All outside lights shall be of an intensity not to exceed 100 watts and shall be placed so as to avoid an annoyance to any neighbor. Said lighting shall be turned toward the ground and shall be shielded completely or by frosted glass or plastic in all directions so that it does not shine toward neighboring Lots. Flood lights which shine all night are specifically prohibited.

7.15 Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste. All storage equipment for such material shall be kept in a clean and sanitary condition.

7.16 Oil and Mining Operations. No activity or hardware used for the purpose of exploration or extraction of minerals, oil, or gas shall be allowed on any Community Property at any time.

7.17 Firearms and Fireworks. The display or discharge of firearms or fireworks on any Lot or any Common Area is prohibited; provided, however, that the display of lawful firearms on the Common Area is permitted by law enforcement officers and also is permitted for the limited purpose of transferring firearms across the Common Area to or from an Owner's Lot. The term "firearms" includes "B-B" guns, pellet guns and other firearms of all types, regardless of size.

7.18 No Hanging of Items. No clothes, sheets, blankets, towels, laundry of any kind or other articles shall be hung out or exposed on any balconies, patios, or railings. Notwithstanding the foregoing, in the event the Association purchases any flags or other decorative items, each Owner shall hang any such flag or other decorative item from the exterior of such Owner's Home, at the location, in the manner and at such times as shall be required by the Association in the Association's sole and absolute discretion.

7.19 Hazardous Items. No one shall use or permit to be brought onto any Lot or upon any of the Common Area any flammable oils or fluids such as gasoline, kerosene, naphtha or

benzene, or other explosives or articles deemed hazardous to life, limb or property, without the written consent of the Board of Directors.

7.20 Water and Sewer Service. The Owner of each Lot shall be required to connect to and use the central water distribution system and central sanitary sewage disposal system serving the Subdivision and shall be responsible for paying all connection fees and assessments. No septic tanks or wells will be permitted.

7.21 Windows and Window Treatments. Reflective glass shall not be permitted on the exterior of any House or other structure. No foil or other reflective materials shall be installed on any windows or used for sunscreens, blinds, shades or for other purposes. All exterior window styles, materials, and colors must be approved by the Architectural Review Committee; provided, however, that in no event shall burglar bars and/or wrought iron doors be permitted.

7.22 Lots on Wetland Areas, Body of Water. No Lot shall be increased in size by filling in of any wetlands, body of water, creek or any waterway on which it may abut without appropriate governmental permits (if any are required) and prior written approval of the Architectural Review Committee.

7.23 Compliance With Law. In all cases, each Owner shall comply in all respects with all applicable laws, rules and regulations (including, without limitation, applicable zoning ordinances) promulgated by any governmental authority having jurisdiction over the Lots and the Common Area.

ARTICLE EIGHT
ADDITIONAL RESTRICTIONS

8.01 Leasing. Homes and Lots may be leased by an Owner for residential purposes only; provided, however, that such lease and the rights of any tenants thereunder are hereby made expressly subject to the power of the Association to prescribe reasonable rules and regulations relating to the lease and rental of Lots and Homes and to enforce the same directly against such tenant or other occupant by the exercise of such remedies as the Board of Directors deems appropriate, including eviction. No such lease shall be for less than one (1) year. Further, all leases must be in writing, with a copy provided to the Association upon request by the Association. Any Owner who leases his Home or any portion thereof shall be responsible for the acts of his tenants, including, without limitation, the violation of this Declaration and/or any rules and regulations promulgated by the Association hereunder.

8.02 Restrictions on Mortgaging Lots. Nothing contained herein shall be construed to place any restrictions on an Owner's right to mortgage his Lot.

8.03 Regulations. Reasonable regulations concerning the use of the Lots and the Common Area may be made and amended from time to time by the Board of Directors.

8.04 Lender's Notices. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Lot number or address, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

(a) Any condemnation or casualty loss that affects either a material portion of the Common Area or the Lot securing its mortgage.

(b) Any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any Lot on which it holds the mortgage.

ARTICLE NINE
ENFORCEMENT; DURATION; AMENDMENT

9.01 Enforcement. The Association, the Board of Directors, the Architectural Review Committee and/or any Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges imposed by the provisions of this Declaration. Failure by the Association, the Board of Directors, the Architectural Review Committee and/or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

9.02 Enforcement by Owners. An Owner may file a legal action for the violation of this Declaration (the "Complainant"), provided that the following procedure is strictly followed:

(a) The Complainant must first give the Association written notice of the alleged violation of this Declaration together with a demand seeking that the Association enforce the terms of this Declaration as against said violator; and

(b) The Association must fail to cause a cure of the alleged violation or, if the alleged violation has not been cured, fail to commence legal proceedings against said violator for the enforcement of the terms and conditions of this Declaration within one hundred twenty (120) days of the date of the Association's receipt of the notice referenced in subsection (a) hereof.

9.03 Attorneys' Fees. In any action (whether in advance of or prior to the initiation of any legal or equitable proceeding, in arbitration, in trial, in any administrative or other similar proceedings, or in any appeal from any of the same) pertaining to any condition, restriction or covenant herein contained (due to their alleged violation or breach) or for the enforcement of any lien against any Lot or against any Person, unless otherwise expressly provided in this Declaration to the contrary for specific instances and conflicts, the prevailing party shall be entitled to recover all costs, including reasonable legal fees and expenses.

9.04 Term. This Declaration is to take effect upon recordation and shall be binding upon the Association and all Owners and all persons and entities claiming title under and through them for fifty (50) years after the date this Declaration is recorded in the public records, after which it shall be automatically extended for successive ten (10) year periods unless an instrument in writing, signed by Members holding at least eighty percent (80%) of the voting interests in the

Association, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein.

9.05 No Additional Burden. Except as provided in Article Ten, no amendment of this Declaration shall place an additional burden or restriction or requirement on any Lot where the Owner of such Lot does not join in said amending instrument.

9.06 Amendments. Except as provided in Article Ten, this Declaration may be amended by vote of the Members having sixty-seven percent (67%) of the voting interests in the Association, or by a written instrument signed by the same percentage of Members. The Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party to amend this Declaration by any instrument in writing duly signed, acknowledged and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or adversely affect the vested property or other rights of any Owner or such Owner's Mortgagee.

ARTICLE TEN
RESERVED DECLARANT RIGHTS

10.01 General Reserved Rights. Until Turnover, Declarant reserves unto itself, its successors and assigns:

(a) A right-of-way and easement for ingress and egress and easement for utilities, drainage, maintenance, repairs and other related uses over, along, and across the Common Area for all purposes relating in any manner to the subdividing, developing or aiding in the development of the Subdivision or any parts or parts thereof or additions thereto by Declarant or others.

(b) The right to grant easements and rights-of-way of ingress and egress and for drainage, utilities, maintenance and repairs along, over, across and under the Common Area to any person, firm, corporation or entity for use as ingress or egress or for drainage, utilities, maintenance and repairs.

(c) The right to maintain, and grant Builders the right to maintain, a sales office and/or a management office and/or one or more model homes in the Subdivision and to maintain signs therein advertising the Subdivision and to conduct its business and sales activities pertaining to the Subdivision therein and therefrom.

All of the above rights and interests reserved by Declarant may be exercised by Declarant without the consent or concurrence of the Association or any Member.

10.02 Right to Annex Property. Declarant hereby reserves the right, exercisable in its sole and absolute discretion, to (a) make any or all of the Additional Property subject to all or any of the terms and conditions of this Declaration, and/or (b) permit owners of Additional Property to become Members of the Association. No assurances can be made as to whether any Additional Property will be annexed. Furthermore, Declarant expressly reserves the right to exercise this right on multiple occasions until such time as all Additional Property has been annexed into the Subdivision and made subject to this Declaration. No assurances can be made with respect to the boundaries of any portions of any Additional Property that might be annexed. Declarant's option to annex any Additional Property in accordance with this Section shall expire upon Turnover. The Additional Property may be annexed in accordance with this Section by an amendment to this Declaration, which amendment may be made and entered into by Declarant in its sole and absolute authority and discretion without the consent, approval or signature of the Association or any Member. Notwithstanding anything contained in this Section to the contrary, (a) no Additional Property shall be subject to this Declaration unless and until Declarant executes an amendment to this Declaration affirmatively exercising Declarant's rights hereunder and records such amendment in the office in which this Declaration is recorded, and (b) in the event Declarant exercises its right to annex any Additional Property in accordance with this Section. Declarant shall also have the sole and exclusive right to alter, or otherwise replace with other terms, the terms of Section 7.05 hereof as those terms pertain to any Lots created out of such Additional Property.

10.03 Amendment of Declaration by Declarant. Until Turnover, Declarant reserves unto itself the right, authority and power to amend this Declaration in any manner Declarant deems necessary and appropriate. Any amendment to this Declaration made in accordance with this Section shall require only the signature of Declarant and shall not require the signature of any other Owner or any Mortgagee of any Owner.

10.04 Turnover. All rights of Declarant hereunder shall automatically terminate upon Turnover, except those rights that Declarant holds as an Owner and not by virtue of being the declarant under this Declaration, which shall continue as long as Declarant is an Owner.

ARTICLE ELEVEN
INSURANCE; CASUALTY

11.01 Insurance on Common Area. The Association shall obtain the insurance coverage necessary to satisfy the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the U.S. Department of Veterans Affairs, and the U.S. Department of Housing and Urban Development, as applicable to the Subdivision. Accordingly, the Board shall obtain casualty insurance for all insurable improvements, whether or not located on the Common Area, which the Association is obligated to maintain. This insurance shall provide, at a minimum, fire and extended coverage and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board shall obtain a public liability policy applicable to the Common Area

covering the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents, and, if reasonably available, directors' and officers' liability insurance. Policies may contain a reasonable deductible as determined by the Board. In addition to the other insurance required by this section, the Board shall obtain worker's compensation insurance, if and to the extent necessary to satisfy the requirements of applicable laws, and a fidelity bond or bonds on directors, officers, employees and other persons handling or responsible for the Association's funds, if reasonably available. If obtained, the amount of fidelity coverage shall cover the maximum funds that will be in the custody of the Association or its management agent at any time while the policy is in force, or any lesser amount of fidelity coverage allowable under the applicable Fannie Mae guidelines. Fidelity coverage shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation. All such insurance coverage shall be written in the name of the Association.

11.02 Individual Insurance. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner acknowledges that the Association has no obligation to provide any insurance for any portion of individual Lots and each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry all-risk casualty insurance on the Lot and all structures constructed thereon and a liability policy covering damage or injury occurring on a Lot. The casualty insurance shall cover loss or damage by fire and other hazards commonly insured under an all-risk policy, if reasonably available and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The policies required hereunder shall be in effect at all times.

11.03 Damage and Destruction – Insured by Association. Not later than ninety (90) days after damage or destruction by fire or other casualty to any portion of any improvement covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Any damage or destruction to property covered by insurance written in the name of the Association shall be repaired or reconstructed unless, within 120 days after the casualty, a proposal not to repair or reconstruct such property is approved by at least seventy-five percent (75%) of the voting interests of the Members. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed one hundred eighty (180) days. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a special assessment against the Owner of each Lot. Additional assessments may be made in like manner, as necessary, at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction or if the improvements are not repaired or reconstructed, such excess shall be deposited to the benefit of the Association. In the event that it should be determined by the

Association in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, the property shall thereafter be maintained by the Association in a neat and attractive condition.

11.04 Damage and Destruction – Insured by Owners. The damage or destruction by fire or other casualty to all or any portion of any improvement on a Lot shall be repaired by the Owner thereof within ninety (90) days after such damage or destruction or, where repairs cannot be completed within ninety (90) days, they shall be commenced within such period and shall be completed within a reasonable time thereafter. Alternatively, the Owner may elect to demolish all improvements on the Lot and remove all debris therefrom within ninety (90) days after such damage or destruction.

ARTICLE TWELVE
MISCELLANEOUS

12.01 Savings. If any provision or provisions of this Declaration, or any article, section, sentence, clause, phrase, or word herein, or the application thereof, is in any circumstances held invalid, the validity of the remainder of this Declaration and the application thereof shall not be affected thereby.

12.02 Captions. The captions in this Declaration are for convenience only and are not a part of this Declaration and do not in any way limit or amplify the terms and provisions of this Declaration.

12.03 Applicable Law. The laws of the State of Mississippi shall govern this Declaration. All actions or proceedings in any way, manner or respect, arising out of or from or related to this Declaration shall be litigated only in courts having situs within the county in which the Subdivision is located. Each Owner hereby consents and submits to the jurisdiction of any local, state or federal court located within said county and state and hereby waives any rights it may have to transfer or change the venue of any such litigation. The prevailing party in any litigation in connection with this Declaration shall be entitled to recover from the other party all costs and expenses, including without limitation fees of attorneys and paralegals, incurred by such party in connection with any such litigation.

12.04 Effect of Waiver or Consent. A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations hereunder is not a consent or waiver to or of any breach or default in the performance by that Person of the same or any other obligations of that Person. Failure on the part of a Person to complain of any act or to declare any Person in default hereunder, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default.

12.05 Headings. The headings and captions herein are used solely as a matter of convenience and shall not define, limit or expand any term or provision of this Declaration.

12.06 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a subdivision

in accordance with Mississippi law. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

12.07 Notice. All notices required or desired under this Declaration to be sent to the Association shall be sent certified mail, return receipt requested, by hand delivery or by a recognized overnight courier who maintains verification of delivery, to the Secretary of the Association, at such address as the Association may designate from time to time by notice in writing to all Owners. All notices to any Owner shall be delivered by hand delivery, by a recognized overnight courier who maintains verification of delivery in person or sent by first (1st) class mail to the address of such Owner's Lot, or to such other address as he may have designated from time to time, in a writing duly received, to the Association.

12.08 Conflict Between Documents. If there is any conflict or inconsistency between the terms and conditions of this Declaration and the terms and conditions of the Articles of Incorporation, the Bylaws or any rules and regulations promulgated hereunder, the terms and conditions of this Declaration shall control. If there is any conflict or inconsistency between the terms and conditions of the Articles of Incorporation and the terms and conditions of the Bylaws or any rules and regulations promulgated hereunder, the terms and conditions of the Articles of Incorporation shall control. If there is any conflict or inconsistency between the terms and conditions of the Bylaws and the terms and conditions of any rules and regulations promulgated hereunder, the terms and conditions of the Bylaws shall control.

IN WITNESS WHEREOF, Declarant has executed this Declaration by and through its duly authorized representative as of the date first set forth above.

DECLARANT:

SMART LIVING, LLC,
a Delaware limited liability company

By: _____
Name: Louis W. Breland
Its: Manager

STATE OF ALABAMA :

COUNTY OF MADISON :

Personally appeared before me, the undersigned authority in and for the said county and state, on this ___ day of _____, 2018, within my jurisdiction, the within named **Louis W. Breland**, who acknowledged that he is the Manager of SMART LIVING, LLC, a Delaware limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

{SEAL}

_____
NOTARY PUBLIC
My Commission Expires: _____

EXHIBIT "A"
DESCRIPTION OF THE SUBDIVISION PROPERTY

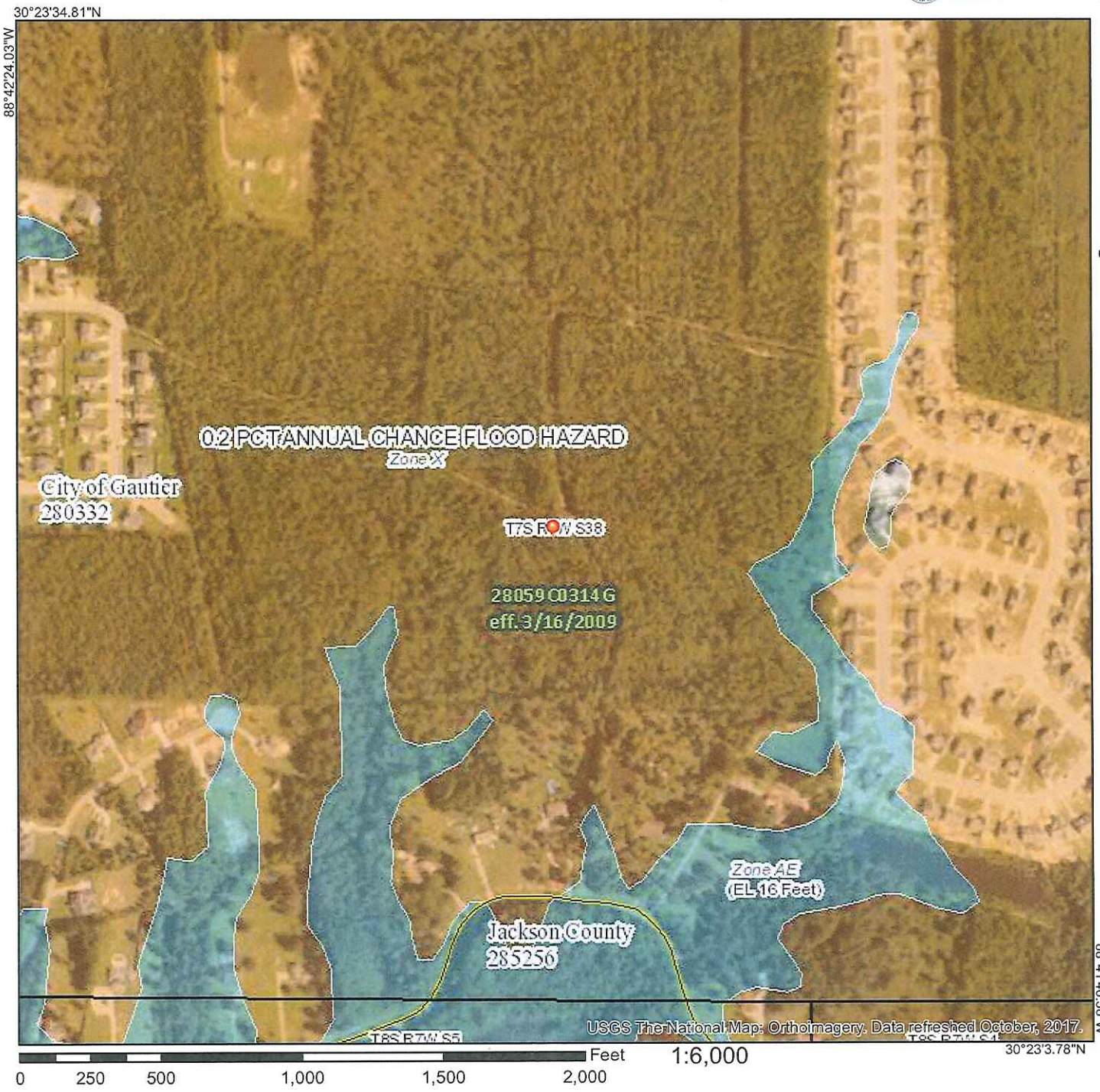
All property within the Hillcrest Subdivision as shown on the Plat recorded in _____at Pages _____ in the Office of the Chancery Clerk of Jackson County, Mississippi, _____ Judicial District, including, without limitation, Lots __ through ___; Lots ___ and ____;and all common areas (if any) shown thereon.

EXHIBIT "B"
DESCRIPTION OF THE ADDITIONAL PROPERTY

Appendix D Flood Map

National Flood Hazard Layer FIRMette

FEMA



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

- **SPECIAL FLOOD HAZARD AREAS**
  - Without Base Flood Elevation (BFE) *Zone A, V, A99*
  - With BFE or Depth *Zone AE, AO, AH, VE, AR*
  - Regulatory Floodway
- **OTHER AREAS OF FLOOD HAZARD**
  - 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
  - Future Conditions 1% Annual Chance Flood Hazard *Zone X*
  - Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
  - Area with Flood Risk due to Levee *Zone D*
- **OTHER AREAS**
  - NO SCREEN Area of Minimal Flood Hazard *Zone X*
  - Effective LOMRs
  - Area of Undetermined Flood Hazard *Zone D*
- **GENERAL STRUCTURES**
  - Channel, Culvert, or Storm Sewer
  - Levee, Dike, or Floodwall
- **OTHER FEATURES**
  - 20.2 Cross Sections with 1% Annual Chance
  - 17.5 Water Surface Elevation
  - Coastal Transect
  - 513 Base Flood Elevation Line (BFE)
  - Limit of Study
  - Jurisdiction Boundary
  - Coastal Transect Baseline
  - Profile Baseline
  - Hydrographic Feature
- **MAP PANELS**
  - Digital Data Available
  - No Digital Data Available
  - Unmapped

N

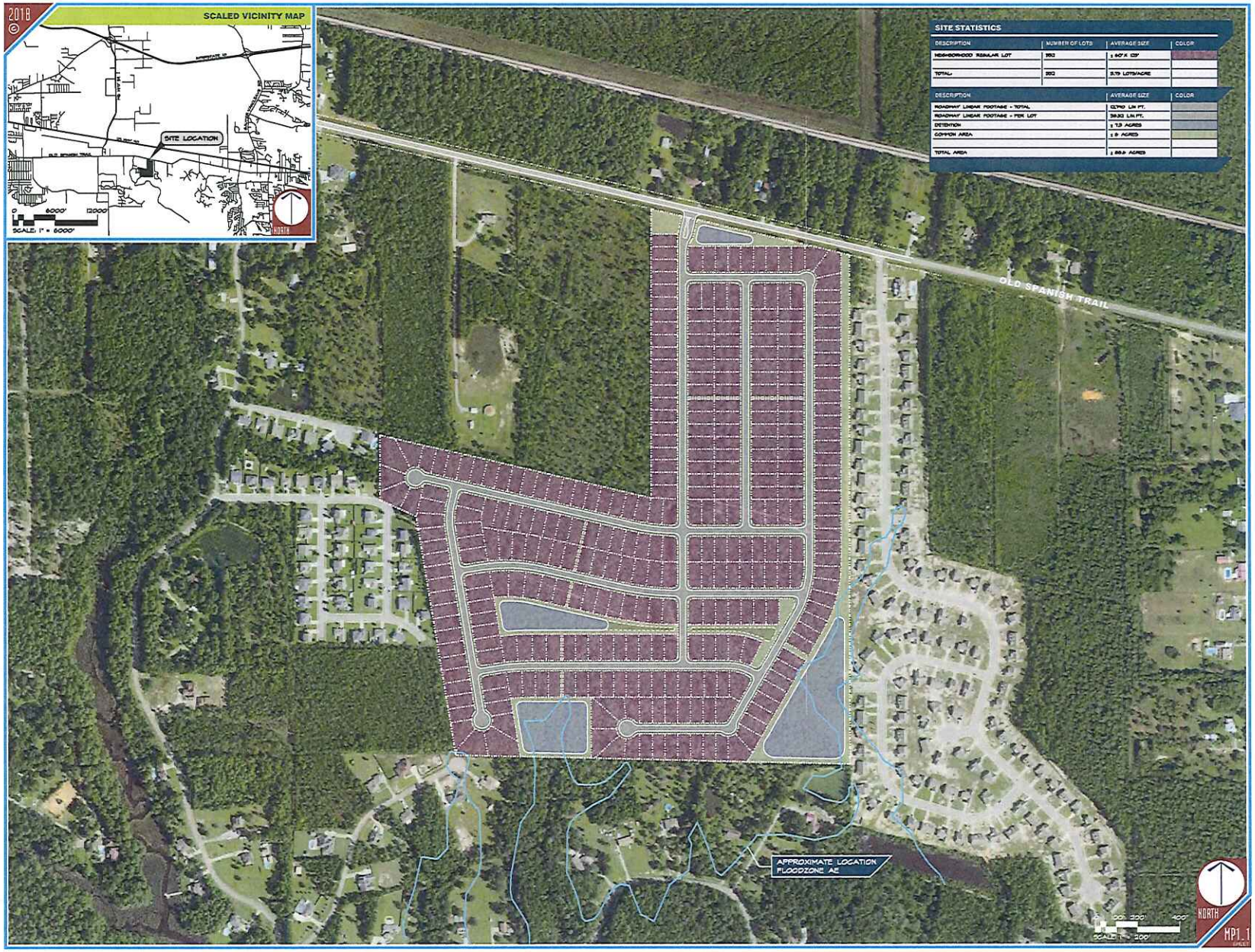
The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 2/18/2019 at 12:09:26 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Appendix E Conceptual Master Plan with Data table



SITE STATISTICS

DESCRIPTION	NUMBER OF LOTS	AVERAGE SIZE	COLOR
NEIGHBORHOOD REGULAR LOT	352	± 60' X 125'	
TOTAL:	352	3.79 LOTS/ACRE	

DESCRIPTION	AVERAGE SIZE	COLOR
ROADWAY LINEAR FOOTAGE - TOTAL	12,710 LIN FT.	
ROADWAY LINEAR FOOTAGE - PER LOT	36.32 LIN FT.	
DETENTION	± 7.3 ACRES	
COMMON AREA	± 8 ACRES	
TOTAL AREA	± 89.6 ACRES	

GENERAL NOTES

811
Know what's below.
Call before you dig.

Gautier Property

OLD SPANISH TRAIL
GAUTIER, MS 39564
PROJECT - 18119.00

CONCEPTUAL MASTER PLAN

DRAFT

09/21/18

STATE OF LOUISIANA
MICHAEL E. CULLEN
REG. NO. C-316
LICENSED
LANDSCAPE ARCHITECT

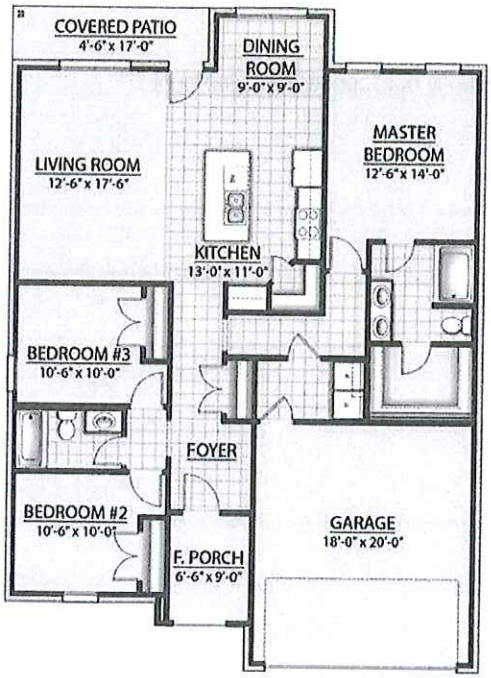
NOT FOR CONSTRUCTION

REVISIONS: 09/25/18

LAND ARCHITECTURE
100 ST. JULIEN AVE.
LAFAYETTE, LA 70506
PHONE 337.993.3939
FAX 337.993.3944

Appendix F Example renderings of Proposed Development

THE RAYMOND A III PLAN



LIVING AREA

1517 Square Feet

TOTAL AREA

2059 Square Feet

FEATURES

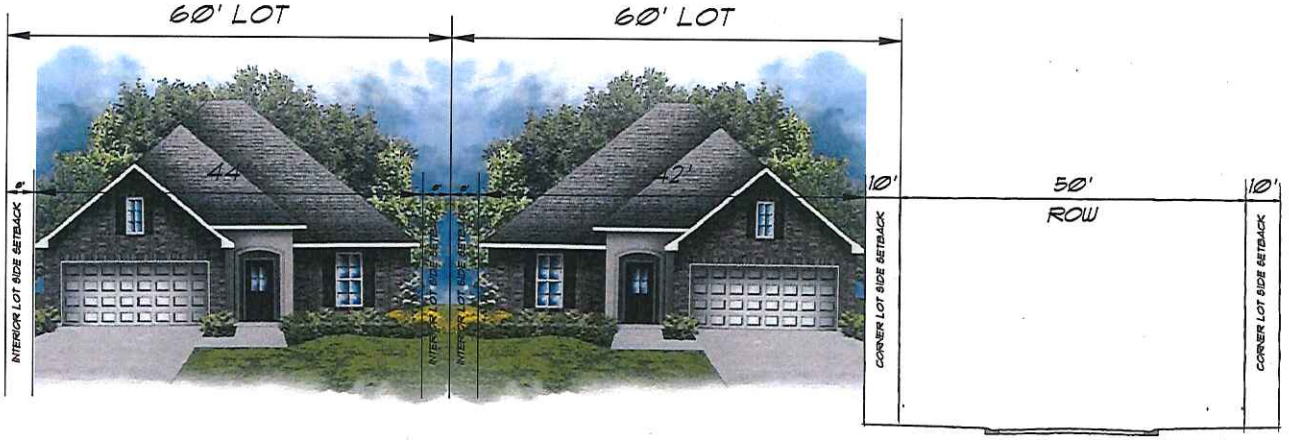
- Open Floor Plan
- Three Bedrooms, Two Bathrooms
- Brick & Stucco Exterior
- Recessed Can Lighting in Kitchen
- Double Master Vanity
- Walk-In Master Closet
- Two Car Garage
- Covered Rear Patio

DSLD HOMES, LLC

Floor plans and elevations are subject to change without notice. Elevations and renderings are artistic conceptions and may not accurately depict home styles. Windows, doors and plan configurations are subject to change per elevation. Information contained in this flyer is subject to errors, omissions, changes, withdrawals and prior sales without notice.

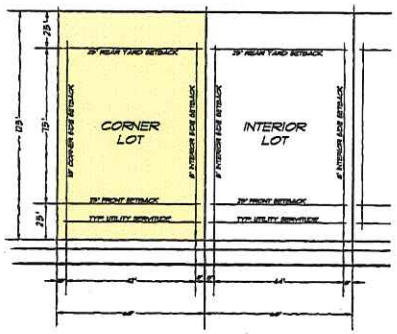
SINGLE FAMILY ESTATE

TYPE I



ESTATE TYPE I LOTS - TYPICAL STREET SECTION W/ ELEVATIONS

DESCRIPTION: ESTATE TYPE I LOTS ARE GENERALLY 60' X 125' AND OCCUPIED BY SINGLE FAMILY DETACHED HOMES.



ESTATE TYPE I - PLAN SETBACKS

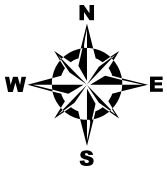
SOUTHERN LIFESTYLE DEVELOPMENT

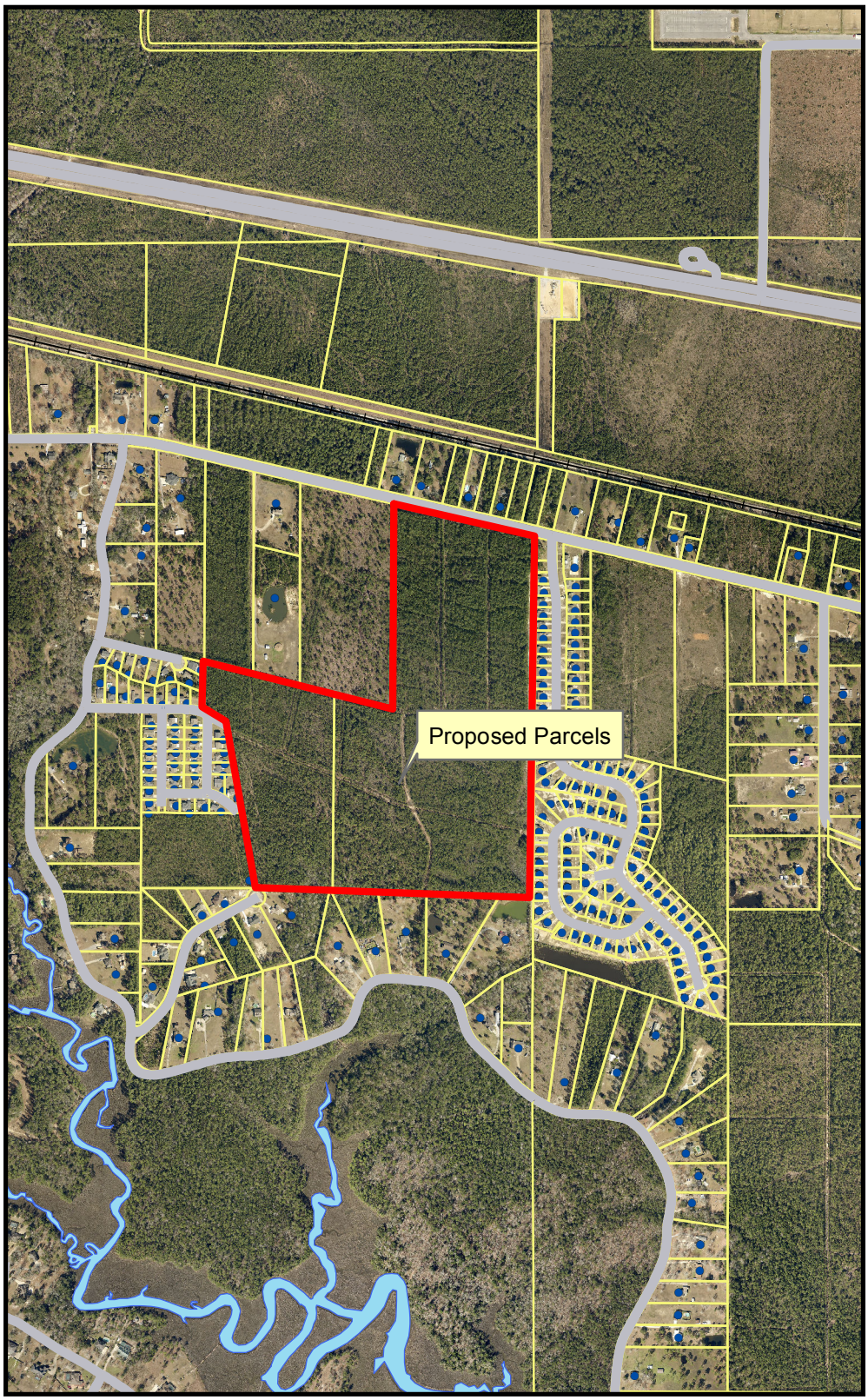
HILLCREST

GAUTHIER, MISSISSIPPI

Exhibit A
Location Map

City Of Gautier
Planning Department

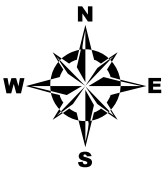




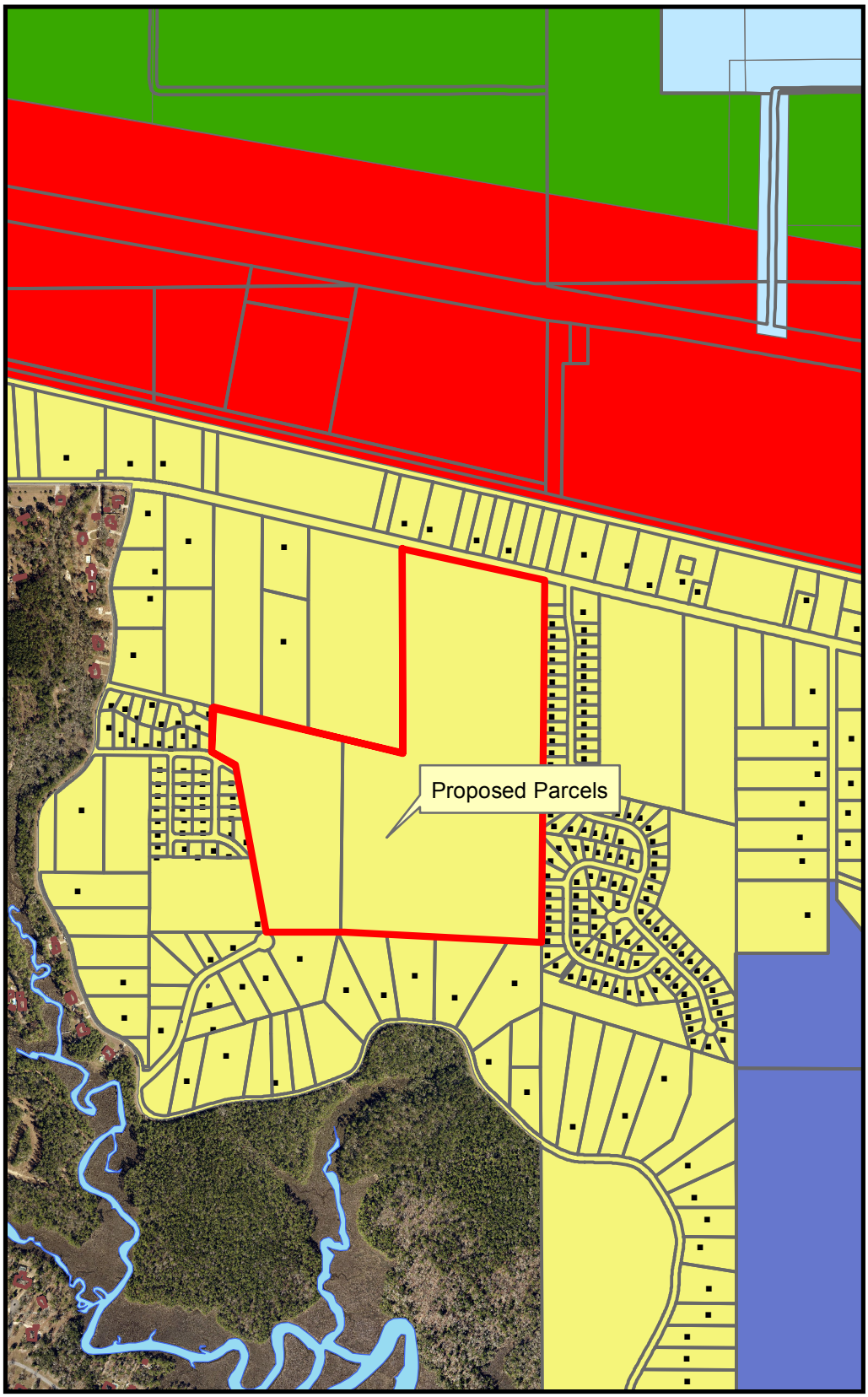
Prepared by the
City of Gautier
Planning Department

Exhibit B
Existing Zoning Map

City Of Gautier
Planning Department



Prepared by the
City of Gautier
Planning Department



Legend

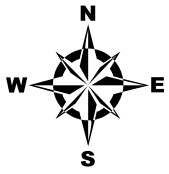
<all other values>

ZONECODE

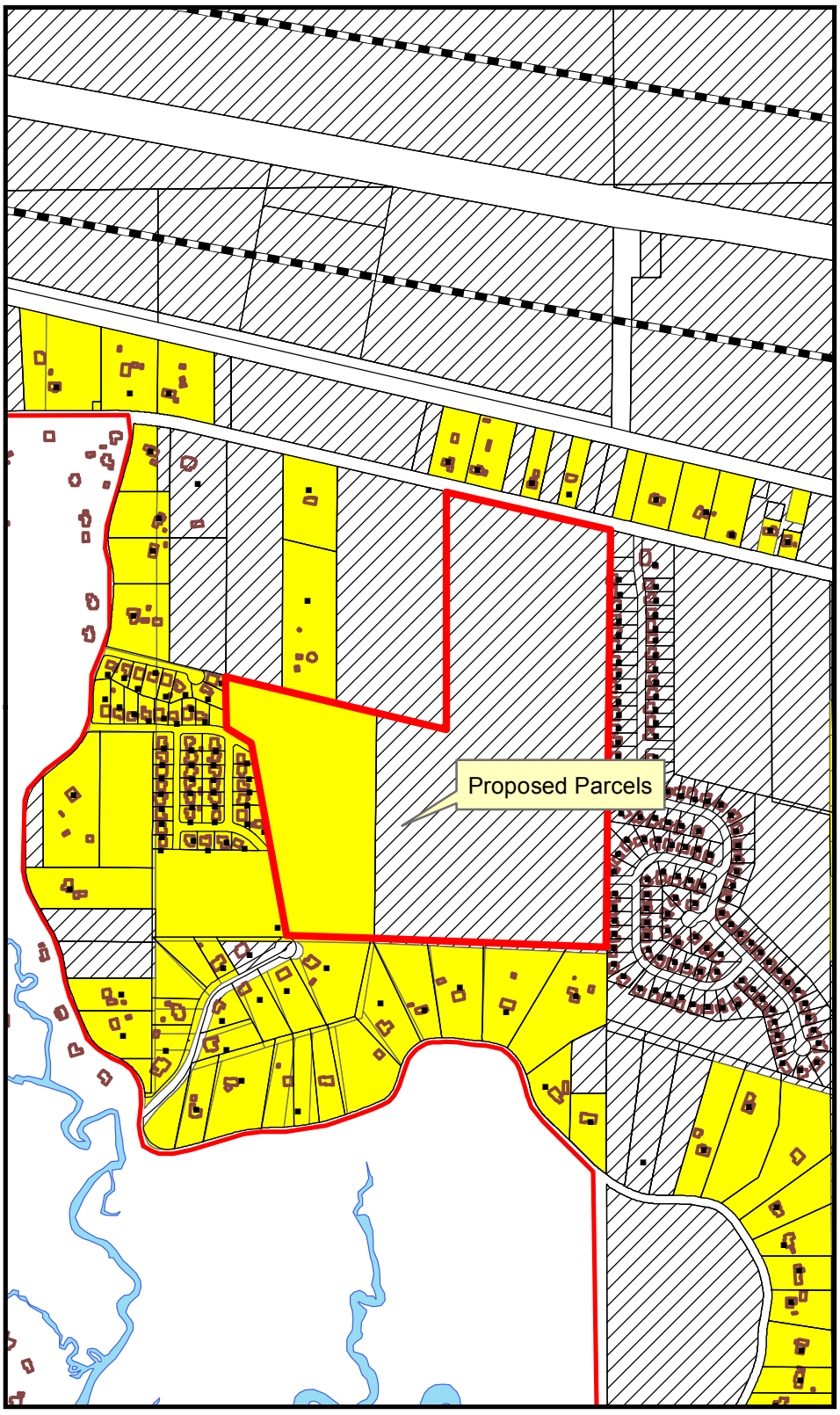
- AG
- C-1
- C-2
- C-3
- I-2
- MURC-1
- MURC-2
- MURC-MW
- PL
- PUD
- R-1
- R-2
- R-3
- RE
- TC

Exhibit C
Existing Land Use Map

City Of Gautier
Planning Department



Prepared by the
City of Gautier
Planning Department



Legend

- Gautier_Parcels_Trimmed_0617
- City_Limits
- CorOverlay

EXISTING LAND USE

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

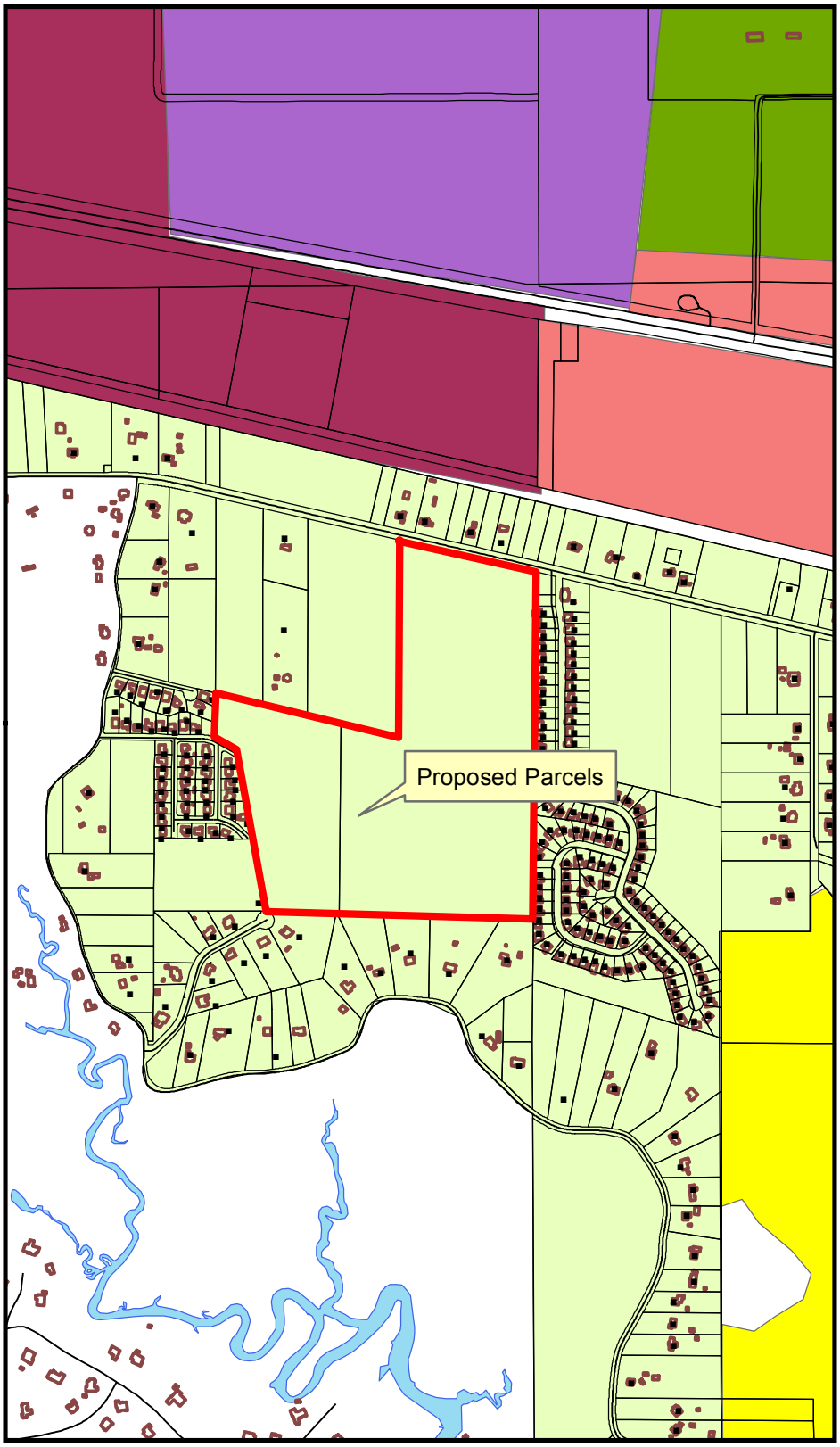
Exhibit D
Future Land Use Map

City Of Gautier
Planning Department

N
W E
S

0 400 800
Feet

Prepared by the
City of Gautier
Planning Department



Legend

FUTURE LAND USE
FLU_Class

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

AFFIDAVIT OF RAMONA MORGAN

STATE OF MISSISSIPPI

COUNTY OF JACKSON

I, **Ramona Morgan**, do hereby certify, swear or affirm, and declare that I am competent to give the following declaration based on my personal knowledge, unless otherwise stated, and that the following facts and things are true and correct to the best of my knowledge:

1. I am a Planning Technician in the Planning Department of the City of Gautier, Mississippi.

2. My responsibilities in that position include mailing and publishing any notice required for public hearings on a variety of matters considered by the Gautier Planning Commission.

3. Our office received an application for REZONE/ SUBDIVISION from Prescott Bailey on 2-14-19.

4. Applications of this nature require a public hearing to be conducted by the Planning Commission.

5. The City of Gautier's Unified Development Ordinance requires notice of the public hearing to be provided to 4 properties in 500 FT by MAIL.

6. On or about 3/19/19, I provided notice to such individuals at the addresses attached hereto as "Exhibit A".

7. The notice provided to such individuals is attached as "Exhibit B" to this affidavit.

8. I also provided notice by publication in the MS PRESS on 3/20/19.

9. Proof of publication is attached hereto as "Exhibit C".

10. Such notice was provided in accordance with the provisions of Gautier's Unified Development Ordinance, and satisfies all such requirements.

11. As of the date of execution of this affidavit, I have received 0 written objections to the application.

12. As of the date of execution of this affidavit, I have received 2 verbal objections to the application.

Ramona Morgan
RAMONA MORGAN

Sworn to and subscribed before me this the 27 day of March, 2019.

Addie L Bang
NOTARY PUBLIC

(SEAL)

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID = 101387
ADDIE L. BANG
Commission Expires
Feb. 13, 2020
JACKSON COUNTY

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

March 19, 2019

RE: Public Hearing Application for a Rezoning
Notification of Surrounding Property Owners
GPC 19-09-RZ

Dear Surrounding Property Owner:

Public Notice is hereby given that the Planning Commission for the City of Gautier will hold a Public Hearing in the Council Chambers at City Hall, 3330 Highway 90, Gautier, Mississippi, at 5:00 P.M. on Thursday, April 4, 2019 to hear a request from Prescott Bailey, representative for Southern Lifestyle Development, for a proposed **Amendment of the Official Zoning Map** of the City of Gautier, Mississippi by the rezoning of approximately 89 acres located on Old Spanish Trail, parcel numbers 82438100.000 and 82438100.125 from R-1 Low Density Single-Family Residential to Planned Unit Development (PUD) District.

The Planning Department can be reached at 228-497-1878 or sankerson@gautier-ms.gov should you have any questions. Please reference the GPC case number above.

At the aforementioned time and place, all parties in interest shall have an opportunity to be heard.

March 20, 2019
RE: RLS Pt. Zoning A

Planning
Scott Anderson
Ramona Morgan

PUBLIC NOTICE
ZONING MAP CHANGE
SOUTHERN LIFESTYLE DEVELOPMENT LLC
(BAILEY PRESCOTT)
OLD SPANISH TRAIL, GAUTIER
GPC #19-09-RZ

Public notice is hereby given that the Planning Commission for the City of Gautier will hold a public hearing in the Council Chambers of City Hall, 3330 Highway 90, Gautier, MS at 5:00 P.M. on Thursday, April 4, 2019 to consider a request for a proposed Amendment of the Official Zoning Map of the City of Gautier, Mississippi by Bailey Prescott representative for Southern Lifestyle Development LLC. The request is to rezone approximately 89.00 acres located on Old Spanish Trail; parcel numbers 8243B100.000, 8243B100.125 from R-1 Low Density Single-Family Residential to Planned Unit Development (PUD) District. The Planning Department can be reached at 228-497-1878 or sankerson@gautier-ms.gov should you have any questions. At the aforementioned time and place, all parties in interest shall have an opportunity to be heard.

WITNESS my hand this 15th day of March, 2019.

Scott Ankerson, Director
City of Gautier Planning Department

MISSISSIPPI PRESS
March 20, 2019

Excerpt from April 4, 2019 Gautier Planning Commission Meeting:

The Planning Department has received a request from Prescott Bailey representative for Southern Lifestyle Development for a Rezone of approximately 89 acres from an R-1 Low Density Single Family Residential District to a PUD Planned Unit Development. (GPC Case No. 19-09-RZ)

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

REQUEST:

The Planning Department has received a request from Prescott Bailey representative for Southern Lifestyle Development for a Rezoning of two parcels PID #82438100.000 and PID #82438100.125 comprising 89 acres on Old Spanish Trail from R-1 Low Density Single-Family Residential District to a Planned Unit Development (PUD) District. The application fee of $300 was paid on March 15, 2019. All public notice requirements have been met.
.

BACKGROUND:

Section 4.15 of the City's Unified Development Ordinance (UDO) establishes the procedure to amend the City's Official Zoning Map. The Gautier Planning Commission (GPC) shall review a proposal for a rezoning and shall make an advisory recommendation to the City Council as to the need and justification for the change when the public welfare justifies such action. The GPC shall include in its recommendation to the City Council findings that the required rezoning criteria have been met.

DISCUSSION:

The existing land use designation for the subject property is Low Density Residential. The Comprehensive Plan's Future Land Use Element (FLUE) establishes the general land use designation for Very Low Density Residential thus:

Very Low Density Residential—Areas with one acre or larger lots and which contain single family residential uses. Very low-density residential neighborhoods should ideally be located adjacent to low density residential areas. The overall gross density is one (1) dwelling unit per acre.

The PUD district is described in the UDO thus:

5.3.17 PUD, Planned Unit Development
Purpose and intent. The PUD zoning district is applied to specific areas to encourage flexibility in the development of land, in order to promote its most appropriate use; to improve the design, character and quality of new developments; to encourage a harmonious and appropriate mixture of uses; to facilitate the adequate and economic provision of streets, utilities, and city services; to preserve the natural, environmental and scenic features of the site; to encourage and provide a mechanism for arranging improvements on sites so as to preserve desirable

features; to mitigate the problems which may be presented by specific site conditions; and to encourage subdivisions which address the affordable housing goals, objectives and policies of the city's comprehensive plan. Uses permitted “by right” are established by the intent of the underlying Comprehensive Plan Future Land Use Map. It is anticipated that PUDs will offer one or more of the following advantages:

A. Provide substantial buffers and transitions between areas of different land use and development densities;

B. Enhance the appearance of neighborhoods by conserving areas of natural beauty, and natural green spaces;

C. Counteract urban monotony and congestion on streets;

D. Promote architecture that is compatible with the surroundings;

E. Buffer differing types of land use and intensities of development from each other so as to minimize any adverse impact which new development may have on existing or zoned development; and

F. Promote and protect the environmental integrity of the site and its surroundings and provide suitable design responses to the specific environmental constraints of the site and surrounding area.

REVIEW CRITERIA:

The Planning Commission, in its report and recommendation to the City Council on the appropriateness of the request, shall study and consider the following criteria and recommend Findings of Facts, if applicable.

A. There was a mistake in the original zoning; **or**

B. The character of the surrounding area has changed to such an extent as to justify rezoning **AND** there is a public need for additional property to be zoned in accordance with the request.

The Planning Commission shall not recommend approval of a rezoning unless the applicant has proven by clear and convincing evidence that either of the required criteria items above have been met.

CONCLUSION:

Based on the required Review Criteria established by Section 4.15 of the Unified Development Ordinance and the appropriateness of the request relevant to the criteria, the Commission may:

1. Find that the character of the surrounding area has changed to such an extent as to justify rezoning **AND** there is a public need for additional property to be zoned in accordance with the request **AND THEREFORE** recommend that City Council approve the Ordinance to Rezone the subject area to PUD Planned Unit Development District; or
2. Recommend that City Council deny the Rezoning.

Paul MArcinko Civil Engineer for Jade Consulting spoke on behalf of Southern Lifestyle Development (SLD).

Paul Marcinko stated that SLD does not meet the criteria stating a mistake in the original zoning, and

Paul Marcinko stated that the character of the surrounding area has changed and includes other PUD's and subdivisions and there is a public need for this PUD based on the growth in Gautier.

Speaking in opposition were the following:

Dale Boudreaux 3525 Old Shell Landing

Randy Williams 3522 Old Shell Landing

Tommy Krumland 5821 Perdido Key Lane

William Kerner 5713 Old Spanish Trail

Yvonne Rummery 5709 Old Spanish Trail

Norman Allen 5500 Old Spanish Trail

Kimberly Greenway 5801 Perdido Key Lane

Rhonda Walters 5709 Old Spanish Trail

The Planning Commission may:

3. Recommend that City Council approve variance request as presented;
4. Recommend that City Council approve the variance requests with changes; or
5. Recommend that City Council deny variance request.

ACTION TAKEN:

Chairman Wooten made the motion to recommend that City Council deny the rezoning, based on the fact that there was no evidence presented that there was a mistake in the original zoning, and no evidence that the character of the surrounding area has changed to justify rezoning.

Commissioner Davis seconded the motion and the following vote was recorded:

AYES:	**David Wooten**
	Kay C. Jamison
	Jimmy Green
	Joshua Ward
	Paul Gainer
	James Lee
	William Davis

Motion passed.

CITY OF GAUTIER
Business Agenda Item #2
Fact Sheet

Council Meeting:	**May 7, 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 May 7, 2019.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Ramona Morgan, Planning Technician
Date: 4/23/2019
Subject: Approval of a request for a Home Occupation allowing a private professional home office for Consultant Engineering at 1812 Seacliffe Drive. (GPC#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 City Council approve the request for a home occupation 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 home occupation request.

ATTACHMENTS:

1. Business Agenda Item 2- Home Occupation Permit (GPC 19-06-HO) C1
2. 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: 1812 Seacliffe Dr. Mailing Address (if different): PO Box

Email Address: strayham1@yahoo.com

Phone: 228-497-6230 Cell Phone: 713-828-3844

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.

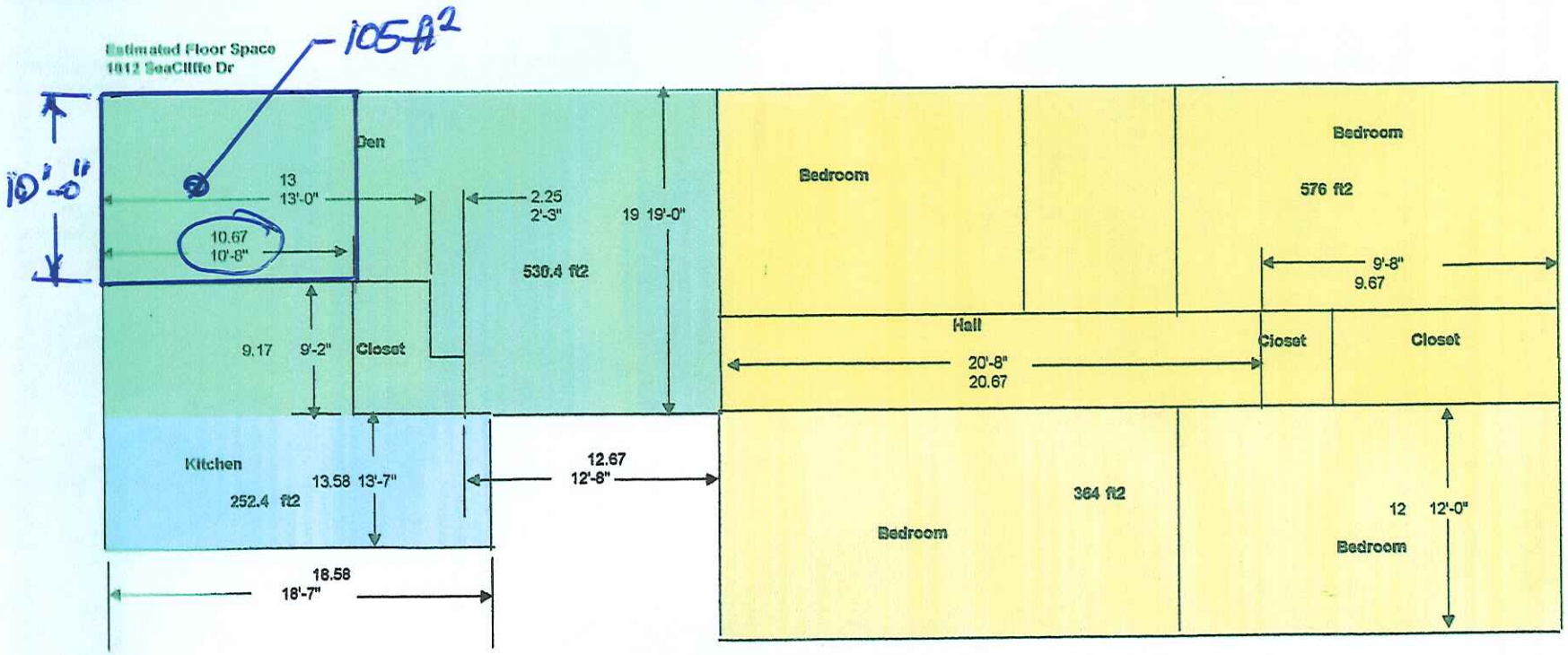
Date of Application: 3/8/19

FOR OFFICE USE ONLY

Date Received 3/8/19 **Verify as Complete** _____

Fee Amount Received 125.00 C# 5864

Initials of Employee Receiving Application Shandy Bay



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

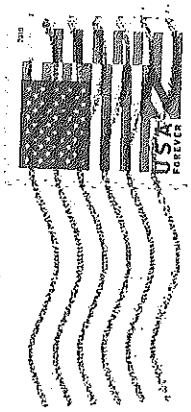
Prepared by the
City of Gautier
Planning Department

Re: GPC #19-06-140

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

Keep zoning. I object.

Sylvia Hesse
1808 Seacliffe Dr.
Gautier, MS
39553



GULFPORT MS 395
15 MAR 2019 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 #3
Fact Sheet

Council Meeting:	**May 7, 2019**
Title:	**Authorization to enter into a professional services agreement with Goodwyn Mills and Cawood, Inc. for work associated with the Shepard State Park Log Cabin Welcome Center, Phase III**
Introduced by:	
Contact Person/Telephone	**April Havens 497-8000 ext. 315**

Summary Explanation: Authorization to enter into a professional services agreement with Goodwyn Mills and Cawood, Inc. for work associated with the Shepard State Park Log Cabin Welcome Center, Phase III, in an amount not to exceed $39,500.00.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2019

WHEREAS, Phase II of the Shepard State Park Historic Log Cabin Welcome Center project is complete; and

WHEREAS, the City is prepared to move forward with Phase III of the project; and

WHEREAS, Goodwyn Mills and Cawood, Inc. has proposed to perform engineering and architectural series related to stabilization and interior renovation work pursuant to the attached agreement; and

WHEREAS, the scope of work includes architectural design, structural engineering, electrical engineering, mechanical engineering, plumbing design, and bidding and construction administration; and

WHEREAS, the Mayor and Council Members find that entering into this 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 Goodwyn Mills and Cawood, Inc. for work associated with the Shepard State Park Log Cabin Welcome Center, Phase III, in an amount not to exceed $39,500.00 is hereby authorized.

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

Motion was made by **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 May 7, 2019.

CITY OF GAUTIER
MEMORANDUM

To:	Paula Yancey, City Manager
From:	April Havens, Grants Administrator
Date:	4/30/2019
Subject:	Shepard State Park Log Cabin Welcome Center, Phase III – Professional Services Agreement with Goodwyn Mills Cawood

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REQUEST:

The Grants and Projects Department requests City Council authorization to enter into a professional services agreement with Goodwyn Mills Cawood for work associated with the Shepard State Park Log Cabin Welcome Center, Phase III, in an amount not to exceed $39,500.

BACKGROUND:

Phase I of the Shepard State Park Historic Log Cabin Welcome Center included disassembly, transportation, and reassembly of the log cabin at the entrance of Shepard State Park, a new foundation for the structure, a new parking lot, sidewalks, RV dump station, etc.

Phase II's scope of work included front and back stairs, landings, guards, handrails, concrete ADA ramp, back wall construction and repairs, roof repairs, sealant, exterior doors, window glass replacements, etc.

DISCUSSION:

This work is for architectural services related to Phase III of the stabilization and interior renovation. Architect Chris Lunsford, who oversaw Phase II, will be assigned to the project. The scope of work includes architectural design, structural engineering, electrical engineering, mechanical engineering, plumbing design, and bidding and construction administration.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize entering into a professional services agreement with Goodwyn Mills Cawood for work associated with the Shepard State Park Log Cabin Welcome Center, Phase III, in an amount not to exceed $39,500.

The City Council may:
1) Approve entering into a professional services agreement with Goodwyn Mills Cawood for work associated with the Shepard State Park Log Cabin Welcome Center, Phase III, as presented; or
2) Not approve entering into a professional services agreement with Goodwyn Mills Cawood for work associated with the Shepard State Park Log Cabin Welcome Center, Phase III, as presented.

ATTACHMENTS:

1. Business Agenda Item 3 - Shepard State Park Log Cabin Welcome Center Phase III Agreement with Goodwyn Mills Cawood
2. GMC Proposal

GMC

Goodwyn Mills Cawood

11 North Water Street
Suite 15250
Mobile, AL 36602

T (251) 460-4006
F (251) 460-4423

www.gmcnetwork.com

March 20, 2019

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

RE: Shepard Park Welcome Center (Phase III)

April,

Goodwyn Mills and Cawood (GMC) sincerely appreciates the opportunity to present this proposal to provide Architectural services for phase III of your welcome center for Shepard Park.

PROJECT SCOPE:

The City of Gautier intends to renovate the log cabin located at the entrance to Shepard State Park Campground. The scope of work for this phase includes selective demolition of interior walls, interior doors, and interior ceilings for installation of new openings, new doors, new ceilings, new mechanical, new electrical, new flooring and other new Work to upfit the log cabin to be a new welcome center for the park. It is the intent to recycle demolition materials to the extent that they can be used for installation in the new Work and/or to patch and repair existing Work as required.

GMC SCOPE OF WORK:

A/E services for the above referenced project shall include the following detailed scope of work:

Architectural Design:

a. Review of currently adopted Building Codes and ADA Guidelines.
b. Architectural Drawings including but not limited to site plans, floor plans, sections and details of building components and systems.
c. Architectural Specifications, including bidding and general requirements.
d. Submit set of Construction Drawings and Specifications to authorities having jurisdiction for review and comment.
e. Opinion of cost of construction.

Structural Engineering:

a. Miscellaneous Structural Design Drawings and Specifications, limited to the following:
    1) Existing partition demolition w/ replacement of overhead wood / metal stud framing.
    2) New floor framing and subfloor where required for partition removal.
b. Shop drawing review

Electrical Engineering:

a. Standard power design and coordination with mechanical and plumbing requirements.
b. Lighting - Power and switching, including egress lighting, exit signs and fixture schedule.
c. Fire Alarm System - Provided by performance specification.
d. Low Voltage Systems – Provide outlet and raceway coordination for tenant provided low voltage systems including voice/data, network cabling, A/V, CCTV and security systems.
e. Complete electrical specifications.

Mechanical Engineering:

a. HVAC interior components load calculations.
b. Heating, Cooling and Ventilation distribution design.
c. Exhaust system design.
d. Shop drawing review.
e. Mechanical system specifications.

Plumbing Design:

a. Sanitary waste and vent system.
b. Domestic cold and hot water system.
c. Shop drawing review.
d. Plumbing system specifications.

Bidding and Construction Administration Services:

a. Respond to RFI's.
b. Review shop drawings and submittals.
c. Review and certify contractor pay applications.
d. Observation reports will be limited to once per month and conducted in conjunction with the contractor pay application. Observations will be to verify construction in general compliance with plans and specifications and the requested payment is acceptable. Additionally, site visits are limited to (1) at time of substantial completion and (1) at time of final completion.

PROFESSIONAL SERVICES FEE, EXPENSES, & DELIVERABLES SCHEDULE:

The fees listed below include on-site observation reports and (2) additional site visits from the Architect.

Architecture:	$19,500.00
Electrical:	$8,000.00
HVAC and Plumbing:	$9,500.00
Structural:	$2,500.00
Total A/E Design Services	***$39,500.00***

PROFESSIONAL SERVICES FEE BREAKDOWN

Our Lump Sum Fee will be billed as follows:

Design Development Documents	25%	$9,875.00
Construction Documents	40%	$15,800.00
Bidding and Negotiation	10%	$3,950.00
Submittal Review & Response to RFI's	25%	$9,875.00
Total Fee 100%		**$39,500.00**

SCHEDULE:

Design services should take approximately 105 days to complete construction documents (plans and specifications) (subject to City of Gautier desired time frame, final scope of work and plan review times required) from the issuance of a Notice to Proceed or Signed Contract.

ADDITIONAL SERVICES:

The following items are not included in the Basic Design Services, as they are either not a requirement of the project scope, customarily provided by the Owner, or provided by a specialty consultant. GM&C would gladly provide you with cost and fee proposal for any of these services and add them to our fee proposal if requested.

- As-built drawings.
- Surveying
- Geotechnical Services
- Material Testing
- Special Inspections
- Environmental Assessments
- Environmental / Hazardous material surveys
- Telecommunications design
- Parking lot lighting design
- FFE design and coordination
- Building commissioning
- Conformed drawings
- Full-time, on site construction representation
- Computer generated color rendering(s)
- Security system design
- Exterior Signage
- Structural Engineering (other than miscellaneous stated above)

Additional services will be billed at our standard hourly rates upon written authorization. See hourly rates as listed below.

HOURLY RATES:

Hourly rates apply to hourly work, or may be utilized for Owner authorized additional services work where approved in advance. The following rate schedule is currently in effect, and is subject to annual adjustments which shall not exceed 10% of the rates scheduled herein

Principal	$250.00/ hour
Senior Architect, Engineer	$190.00/ hour
Architect, Engineer, Interior Design II	$175.00/ hour
Architect, Engineer, Interior Design I	$150.00/ hour
Architect, Engineer Intern II	$130.00/ hour
Architect, Engineer Intern I	$110.00/ hour
CADD Technical III	$140.00/ hour
CADD Technical II/ Draftsman	$119.00/ hour
CADD Technical I	$80.00/ hour
Administrative	$70.00/ hour

REIMBURSABLE EXPENSES:

Reimbursable Expenses are project related expenses that accrue over the course of design and construction phases of the project. We do not consider telephone charges (including long distance), faxing, scanning, in-house small document copying, costs associated with e-mail correspondence or costs associated with maintaining our CAD/ BIM software and systems as reimbursable expenses. The following expenses are reimbursable, and will be invoiced monthly as incurred at 1.2 times our cost:

- Printing/mounting and material costs including drawings for presentations, meetings, contractor pricing, permitting, and discussion purposes.
- Costs for shipping documents.
- Costs for document review incurred from authorities having jurisdiction.
- Costs to advertise the project for bidding.
- Automobile travel associated with the project and incurred by our employees will be invoiced at $0.54/ mile.
- Professional renderings or models requested by the Owner.

SUMMARY:

April, we are excited about this opportunity and look forward to working with you. Please feel free to contact me, at your convenience, to discuss any portion of this proposal.

Sincerely,
GMC, PLLC

Chris Lunsford, AIA, NCARB
Sr. Project Architect / Project Manager - Architecture
Should the above proposal be acceptable please return a signed copy for our files.

Accepted: _____ Date: _____

CITY OF GAUTIER
Business Agenda Item #4
Fact Sheet

Council Meeting:	**May 7, 2019**
Title:	**Authorization to approve Task Order #2 to the General Services Agreement between Waggoner Engineering, Inc. and the City of Gautier**
Introduced by:	
Contact Person/Telephone	**City Manager 497-8000 Ext. 305**

Summary Explanation: Authorization to approve Task Order #2 to the General Services Agreement between Waggoner Engineering, Inc. and the City of Gautier

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, the City of Gautier previously entered into a General Services Agreement and Task Order #1 on February 20, 2018 for Capital Improvement Plan for Water and Sewer within the City of Gautier; and

WHEREAS, the City Manager desires that the City enter into Task Order #2 with Waggoner Engineer, which will provide the design of a water supply well (1000gpm) and a raw water transmission line, and a 3 MDG color removal Nanofiltration water treatment;

WHEREAS, the Mayor and Council Members hereby find that entering Task Order 2 is in the best interests of the City

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that Task Order #2 to the General Services Agreement with Waggoner Engineering for work associated with a Capital Improvements Plan is hereby authorized.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary for that 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 May 7, 2019.

CITY OF GAUTIER
MEMORANDUM

To: City Council
From: Paula Yancey, City Manager
Date: April 30, 2019
Subject: Authorization to approve a Task Order to the General Services Agreement between Waggoner Engineering, Inc. and the City of Gautier

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REQUEST:

The City Manager requests that the City enter into Task Order number 2 to the General Services Agreement with Waggoner Engineer, which provides for the design of a water supply well (1000 gpm) and a raw water transmission line, and a 3 mgd color removal nanofiltration water treatment facility.

BACKGROUND:

The City previously entered into a general services agreement and Task Order number one with Waggoner Engineering on February 20, 2018, for a Capital Improvements plan for water and sewer within the City of Gautier. The plan has been completed and is for 12 years, broken into three 4- year phases to achieve needed capital improvements for both sewer and water.

DISCUSSION:

As part of the Phase I of the Capital improvements plan for water, it is recommended the City construct a new well and a 3 mgd nano filtration water treatment facility in the southern part of the City. According to Waggoner, this will make at least 75% of the City receive clear water, maybe more. As part of Task Order Number One, a pilot nano filtration treatment was brought in for testing, to determine if the alkalinity of the City's water was such as would make the nano filtration a viable option. The pilot demonstrated that nano-filtration was a good option for the City. From a long-term maintenance and cost evaluation, as well as, water quality, Nano-filtration was recommended as the best, most cost-effective option for treatment. The nano filtration will work in tandem with the existing ion exchange plant.

The design of the 3 mgd water treatment plant will be broken down into a 1 mgd bid package, and a 2 mgd bid package. The reasoning for the breakdown of the packages, is that the City has an application on file with the COE for 219 WRDA funding and for 592 funding for a portion of the water treatment plant. Should the City be successful in its funding request, the COE will require the two separate packages. Should the City not be successful, we will still be able to construct a 3 mgd plant if funding permits. It is anticipated that the City will pay for the design services for this contract from the 4 million-dollar bond proceeds that have already been issued by the City, as first in a series of a total 10 million-dollar bond. The City will be required to issue the second 6 million-dollar series by December of 2019. Proceeding with the design now will position the City to be ready to proceed upon issuance of the 6 million-dollar series.

RECOMMENDATION:

It is recommended that the City enter into Task Order Number 2, which provides for the design of a water supply well (1000 gpm), a raw water transmission line, and a 3 mgd color removal nanofiltration

water treatment facility. Proceeding with the design will enable the City to maximize its use of its bond funds and create favorable timing for issuance of the additional 6 million-dollar bond, which can be put toward the Water improvements. Additionally, it is anticipated that the construction of the well referenced above, will resolve the City's 93% capacity issues and bring us close to the 80% recommended mark, according to Waggoner.

The City Council may:
1) Approve the Task Order Number 2 to the General Services Agreement with Waggoner Engineer; or
2) Not Approve the Task Order number 2 to the General Services Agreement with Waggoner Engineer

ATTACHMENTS:
1. Waggoner Engineering Task Order Form

Exhibit C
Waggoner Engineering, Inc.
Task Order Form

Task Order No. 2	
Additional Pages Attached: 15	
Date of Task Order: April 11, 2019	

TASK ORDER TO THE GENERAL SERVICES AGREEMENT BETWEEN WAGGONER ENGINEERING, INC. AND CITY OF GAUTIER, MISSISSIPPI

This Task Order to the General Services Agreement between Waggoner Engineering, Inc. and City of Gautier, Mississippi dated, February 20, 2018, is a part of, and is subject to all the terms and conditions of the Agreement unless specifically provided otherwise herein.

1. **Project Name:** Water Supply & Treatment Plant Project

2. **Project Number:** **0018019.002**

3. **Project Manager for Client:** Ms. Paula Yancey

4. **Project Manager for Waggoner:** Hunter Arnold, PE

5. **Method of Compensation:** Lump Sum

6. **Task Order Allowable Cost:** $_680,000 Design Phase Services
$ 475,000 Construction Phase Services
See Attached Scope of Work (Exhibit I)

7. **Scope of Work (see additional pages attached):** See Attached Scope of Work (Exhibit I)

8. **Schedule of Performance (see additional pages attached):** See Attached Scope of Work (Exhibit I)

9. **Approved Subconsultants:** Geotechnical, surveying, and wetland delineation services are expected to be performed by subconsultants, subject to approval by the City

10. **Special Provisions:** N/A

IN WITNESS WHEREOF, the parties hereto have caused this Task Order to be executed by their duly authorized representatives effective as of the date set forth above.

CITY OF GAUTIER, MISSISSIPPI	**WAGGONER ENGINEERING, INC.**
_____	_____
By:_____	By:_____
Title:_____	Title:_____
Date:_____	Date:_____

City of Gautier

EXHIBIT 1 - Water Supply & Treatment Plant Project

Gautier, MS **April 10, 2019**

I BACKGROUND

The City of Gautier has adopted a 12-year Capital Improvements Plan for the City's Water and Wastewater systems, and now desires to move ahead with design and construction of certain water system improvements in the City's southeast sector: a water supply well (able to provide 1,000 gpm), a raw water transmission line, and a 3 MGD color-removal nanofiltration Water Treatment Facility. Each of these components includes a local participation cash contribution from the City of Gautier, which is supported by bonds issued by the City, and the City has also applied for funding from the US Army corps of Engineers. The water treatment facility will be an addition to, and adjacent to, the existing water treatment facility and as such, this new 3 MGD nanofiltration water treatment plant will all be located within the city limits and maintained by the City. It is expected that the raw water transmission line will be located within the City's right of way and/or easements, provided the location of the water well and the existing infrastructure allows such placement. The City desires to retain Waggoner Engineering Inc to provide detailed design, bid support and construction phase services for the above mentioned components of the Water Supply & Treatment Plant Project.

II SCOPE OF WORK

A. Design Phase Services

The Services under Design Phase include Detailed Design, Permitting & Environmental, Topographic Mapping & Surveying, Boundary Surveying, Geotechnical Engineering, and Jurisdictional Waters Determination (Wetlands Delineation).

Waggoner will perform detailed engineering design, layout, and details of the proposed Water Supply & Treatment Plant Project. Services will include the preparation of plans, specifications, and contract documents to facilitate the bidding and construction of the Water Supply & Treatment Plant Project. Waggoner will provide 30%, 60% and 90% detailed design copies for review by the City of Gautier. Waggoner will provide detailed design that would meet the US Army Corps of Engineers requirements for design, in the event the USACE's grants are part of the final funding for these components.

The Water Treatment Plant will consist of the design of the site layout, foundation, piping schematics and the design of a 1 MGD treatment Plant and of a 2 MGD Water Treatment Plant to be co-located next to the existing water treatment plant. This design will provide the Client flexibility in terms of selecting either one of the two Water Treatment Plant configurations to be built first and having the other configuration ready to be built at a later date.

In order to obtain the most cost efficient bids for the construction work, and to accommodate project funding, Waggoner will develop four (4) separate construction bid packages, each of which will include detailed design & specifications, as follow:

- Water Supply Well - Construction
- Raw Water Line - Construction
- Water treatment Plant (1 MGD) – Construction
- Water Treatment Plant (2 MGD) – Construction.

1. Detailed Design

After execution of the Agreement, the Design Phase will be initiated and the ENGINEER shall:

1.1 Consult with the CLIENT to clarify and define the CLIENT's requirements for the Project.

1.2 Assemble and review available data which may be pertinent to the Project.

1.3 Prepare preliminary design (30%) documents consisting of design criteria, preliminary drawings and outline specifications.

1.4 Coordinate with regulatory governmental agencies and affected utilities.

1.5 Furnish two copies of above preliminary design documents to CLIENT for review.

1.6 Conduct preliminary design plan-in-hand inspection of the project site with CLIENT and representatives of governmental agencies which may have jurisdiction over the Project.

1.7 Schedule progress meetings as required to effectively coordinate with the CLIENT; prepare minutes of these progress meetings; and prepare a design progress report monthly for the preceding month's work which shall accompany ENGINEER's monthly statement.

1.8 60% detail design documents will be developed and provided to Client for review and comments.

1.9 Design documents will be modified as necessary to reflect CLIENT's comments.

90% detail design construction drawings, specifications contract documents and Opinion of Probable Cost will be developed and provided to Client for review and comments.

1.10 Design documents will be modified as necessary to reflect CLIENT's 90% comments. A Complete bid package will be assembled separately for each of the project components: Water Supply Well, Raw Water line, Water Treatment Plant (1 MGD) and Water Treatment Plant (2MGD) Expansion.

2. Permitting & Environmental

Waggoner will assist the Owner in obtaining necessary permits and approvals, including:

2.1 Coordination with MSDH Bureau of Public Water Supply.

2.2 Coordination with MDEQ Office of Land and Water Resources for approval.

2.3 Perform Environmental Assessment Phase I as due diligence before CLIENT acquires the site for the proposed water well.

2.4 Assure that the Design effort includes steps that document the decisions with respect to alternatives, including the no-action alternative, as necessary so that projects will qualify for federal funds.

3. Topographic Surveying and Mapping

The purpose of the topographic surveying is to obtain and display existing features and improvements within project limits in support of the design activities. After execution of the Agreement, the Surveying and Mapping Phase will be initiated and the ENGINEER shall:

3.1 Establish primary horizontal and vertical control utilizing GPS to be used throughout project development. The basis of the horizontal and vertical datum used for this project shall be based upon NAD83 and NAVD 88.

3.2 Provide engineering and topographic surveys needed for design of the Project, including locating utilities which are visually apparent, i.e., telephone, cable, electric power, gas, water, sewer and other utilities from information provided by the CLIENT and utility companies and from ENGINEER's surveys. In that these utility locations are based, at least in part, on information from others, ENGINEER cannot and does not warrant their completeness or accuracy.

3.3 Perform field topographic surveying to obtain sufficient ground shots to generate an accurate representation of the site with contours shown at one-foot intervals, to display all improvements within subject site including driveways, culverts, ponds, ditches, tree lines, fences, permanent buildings, above ground utilities and any underground utilities as identified by the Mississippi One Call System.

3.4 Provide topographic mapping of the project site for the purpose of developing engineering drawings.

3.5 Research and compile engineering data necessary for the design of the project.

3.6 Perform conventional traversing between GPS control points to establish a closed horizontal network.

3.7 Establish approximately two (2) vertical benchmarks to be used for performing topographic and design survey and for future construction.

4. Boundary Surveying

4.1 Boundary survey for the proposed water supply well property to be performed in accordance with the minimum standards for land surveying as established by the Mississippi State Board of Registration for Professional Engineers and Land Surveyors, for a Class "C" Survey, using Class "A" accuracy standards.

5. Geotechnical Engineering

5.1 Conduct a field investigation, recover samples of the soil conditions on site.

5.2 Examine and classify soil samples in the field according to the Unified Soil Classification System.

5.3 Perform standard penetration tests blow counts at each boring location.

5.4 Perform laboratory analysis to evaluate the physical properties of the soils.

5.5 After analysis of the soil boring and laboratory data, provide recommendations for subgrade preparation, earthwork construction, and subgrade design strength parameters to be utilized for the project design.

5.6 Prepare a report of all findings, analyses, conclusions and recommendations.

5.7 The purpose of the subsurface explorations and geotechnical analyses is to determine general subsurface conditions and parameters for final design of the Project. The CLIENT recognizes that even a comprehensive sampling and testing program implemented by trained and experienced personnel with appropriate equipment may fail to detect certain hidden conditions. The CLIENT also recognizes that actual environmental, geological and geotechnical conditions that ENGINEER properly inferred to exist between sampling points may differ significantly from those that actually exist.

6. Jurisdictional Waters Determination (Wetlands Delineation)

This service is included only for the location of the new Water Supply Well and the Raw Water Transmission Line. Delineation and mapping of wetlands and other "waters of the United States" potentially subject to jurisdiction under Section 404 of the Clean Water Act is needed as part of compliance for construction of the Project. Jurisdictional waters refers to those areas under the jurisdiction of the United States Army Corps of Engineers (USACE).

After execution of the Agreement, the services will be initiated and the ENGINEER shall:

6.1 Perform a reconnaissance to determine the extent of jurisdictional waters present within the Study Area. "Waters of the United States" will be identified in accordance with the 1987 Wetland Delineation Manual (manual) and the definitions found at 33 CFR 328.3. For the purpose of this scope of work, the Study Area is defined as 150 feet on either side of the centerline of the drainage course (or of the proposed road/roadway improvements and other proposed areas of disturbance), including riparian areas.

6.2 Assemble and review the available remote-sensing data, including USGS topographic quadrangle, National Wetland Inventory (NWI) maps, soils maps, and other additional information.

6.3 Conduct on-site visits to determine the presence of areas under the jurisdiction of the USACE. The on-site visits will examine and document vegetation characteristics and cover, the presence or absence of wetland hydrology and indicators and hydric soil characteristics. Other waters (e.g. streams) will be identified based on the presence/absence of an observable ordinary high water mark and/or the presence of vegetation wrested by normal streamflow. As a part of the on-site visits the stream centerline and wetland boundaries that occur within Study Area will be identified.

6.4 Prepare a Report of Findings of the jurisdictional waters of the United States. The Report of Findings will provide mapping to record the wetland boundaries and stream centerlines that occur within the Study Area. The Report will also include recommendations to the USACE with respect to the findings of jurisdictional waters of the United States. Please note that the ENGINEER's jurisdictional waters determinations, based on our review of the site,

are a professional opinion. Jurisdictional waters determinations cannot be legally defended until verified by the USACE.

6.5 Attend a site visit with agency representatives (e.g., Corps of Engineers) to verify boundaries of the jurisdictional waters.

6.6 Collect on-site GPS data relative to the boundaries of the jurisdictional waters as determined by the USACE and provide revised mapping of the jurisdictional waters.

7. Services Not Included Under Design Phase

7.1 This offer for professional Services does not include any legal or administrative support for land acquisition, rights of ways and/or easements, and does not include a Phase II Environmental Assessment of property being considered for acquisition, should those services become necessary

B. Bidding, Contracting, and Construction Phase Services

Waggoner will provide Bidding, Contracting & Construction Phase services to include the following:

- Assist the Owner with an Advertisement for Bids.
- Attend Bid Opening and issue a Recommendation of Award to Owner.
- Assist the Owner with execution of a construction contract.
- Provide on-site construction observation.
- Provide technical assistance to the Contractor.
- Review Submittals and Shop Drawings.
- Review and process Contractor Payment Requests.
- Conduct progress meetings with the Contractor and Owner.
- Assist the Owner with Project closeout.
- Other Construction Administration Services required to facilitate construction of the project.

A detailed explanation of each of these services is provided below.

8. Bidding

After the CLIENT has authorized the project for bidding, the Bidding and Contracting Phases will be initiated and the ENGINEER shall:

8.1 Prepare and issue contract documents to prospective bidders, and maintain a record of their issuance.

8.2 Prepare and issue Addenda as appropriate to interpret, clarify, or expand contract documents to each known procurer of the contract documents.

8.3 Provide information on the general scope, unusual conditions, and desired sequence of construction as requested by procurers of contract documents.

8.4 Conduct a pre-bid conference if requested by the CLIENT.

8.5 Consult with and advise the CLIENT as to the acceptability of Subcontractors, suppliers, and other persons or organizations proposed by the prime Contractor as required by the contract documents.

8.6 Consult with and advise the CLIENT as to the acceptability of substitute materials and equipment proposed by the Contractor when substitution prior to the award of contracts is allowed by the contract documents.

8.7 Attend the bid opening.

8.8 Review bids for the purpose of completeness and accuracy. Prepare bid tabulation sheets.

8.9 Prepare a Recommendation of Award letter to assist CLIENT in evaluating bids.

9. Contracting Phase

9.1 Assist the CLIENT in the preparation of the documents necessary to complete the award, including the Notice of Award letter.

9.2 Assemble contract documents including contracts, contract bonds, and insurance for execution by the CLIENT.

9.3 Distribute executed contract documents to each person or entity that is party to the contract.

9.4 Schedule and conduct the Pre-Construction Conference.

9.5 Prepare and distribute minutes of the Pre-Construction Conference.

9.6 Prepare and forward the Notice to Proceed to the CLIENT for execution.

9.7 Distribute the executed Notice to Proceed to the Contractor.

10. Construction Phase

10.1 General Administration of Construction Contract. ENGINEER shall consult with and advise CLIENT and act as CLIENT's representative; shall issue all instructions of CLIENT to Contractor(s); and shall act as initial interpreter of the Contract Documents and judge of the acceptability of the work thereunder.

10.2 Visits to Site and Observation of Construction. ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as he deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and shall keep CLIENT informed of the progress of the work. The purpose of ENGINEER's visits to the site will be to enable him to carry out the duties and responsibilities assigned to and undertaken by him during the

Construction Phase, and, in addition, through his experience as a qualified design professional, to provide for CLIENT a greater degree of confidence that the completed work of Contractor will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor. On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress supervise, direct or have control over Contractor's work; nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing his work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor nor assume responsibility for Contractor's failure to furnish and perform his work in accordance with the Contract Documents.

10.3 Defective Work. During such site visits, ENGINEER may observe work which, in his opinion, does not conform generally with the Contract Documents or will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents. The ENGINEER may recommend to the CLIENT rejection of this work.

10.4 Interpretations and Clarifications. ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents and, in connection therewith, prepare change orders as required.

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

10.6 Substitutes. ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor.

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

10.8 Applications for Payment. Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, ENGINEER shall determine the amounts owed to Contractor and recommend in writing payments to Contractor in such amounts. Such recommendations of payment will constitute a representation to CLIENT, based on such observations and review, that the work has progressed to the point indicated, and that, to the

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

10.9 Contractor's Completion Documents. ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bond and certificates of inspection, tests and approvals which are to be assembled by Contractor in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of the Contract Documents); and shall transmit them to CLIENT with written comments.

10.10 Inspections. ENGINEER shall review Contractor's progress to determine if the work is substantially complete and shall conduct a post-construction review to determine if the completed work is acceptable so that he may recommend, in writing, final payment to Contractor and may give written notice to CLIENT and the Contractor that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph entitled Visits to Site and Observations of Construction.

10.11 Record Documents. Upon completion of the work, the ENGINEER shall compile for and deliver to the CLIENT a complete set of record documents conforming to information furnished to the ENGINEER by the Contractor. This set of documents shall consist of record specifications and reproducible (mylar) record drawings showing the reported location of the work. In that record documents are based on information provided by others, the ENGINEER cannot and does not warrant their accuracy.

10.12 Limitation of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any Subcontractor or suppliers, or of any of the Contractor's or Subcontractor's supplier's agents or employees, or any other persons (except ENGINEER's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor's work; however, nothing contained in paragraphs 2.1 through 3.11 inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties and responsibilities assumed by him in the Contract Documents.

10.13 Progress Meetings and Reports. During construction, the ENGINEER will schedule and conduct monthly progress meetings with the CLIENT, Contractor and appropriate subcontractors, if any, to discuss progress, scheduling problems, conflicts and observations of all parties involved. ENGINEER shall also prepare minutes of the meeting. ENGINEER shall also prepare a construction progress report monthly which shall be submitted to CLIENT by the 10th day of each month for the preceding month's work. This report shall accompany the Contractor's and Engineer's monthly payment requests.

11. Construction Review Representative

ENGINEER shall furnish a Construction Review Representative (CRR), assistants and other field staff to assist ENGINEER in observing work performance of the Contractor. The Construction Review Representative shall make visits to the site at intervals appropriate to the various stages of construction as he deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work.

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

The duties and responsibilities of the CRR are limited to those of the ENGINEER in his agreement with CLIENT and in the construction Contract Documents, and are further limited and described as follows:

11.1 General: CRR is ENGINEER's agent at the site and will act as directed by and under the supervision of ENGINEER and will confer with ENGINEER regarding CRR's actions. CRR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and Contractor keeping CLIENT advised as necessary. CRR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. CRR shall generally communicate with CLIENT with the knowledge of and under the direction of ENGINEER.

11.2 Duties and Responsibilities of CRR.

11.2.1 Schedules. Review the progress schedule and schedule of Shop Drawing submittals prepared by Contractor and consult with ENGINEER concerning acceptability.

11.2.2 Conferences and Meetings. Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

11.2.3 Liaison.

11.2.3.1 Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist ENGINEER in serving as CLIENT's liaison with Contractor when Contractor's operations affect CLIENT's on-site operations.

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

11.2.4 Shop Drawings and Samples.

11.2.4.1 Record date of receipt of Shop Drawings and samples.

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

11.2.4.3 Advise ENGINEER and Contractor of the commencement of any work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.

11.2.5 Review of Work, Rejection of Defective Work, Inspections and Tests.

11.2.5.1 Conduct on-site observations of the work in progress to assist ENGINEER in determining if the work is in general proceeding in accordance with the Contract Documents.

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

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

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

11.2.6 Interpretation of Contract Documents. Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.

11.2.7 Records.

11.2.7.1 Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all addenda, change orders, additional Drawings issued subsequent to the execution of the contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.

11.2.7.2 Keep a diary or logbook, recording Contractor hours on the job site, weather conditions, data relative to questions of change orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.

11.2.7.3 Record names, addresses and telephone numbers of all Contractors, Subcontractors and major suppliers of materials and equipment.

11.2.8 Reports.

11.2.8.1 Furnish ENGINEER periodic reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of Shop Drawings and sample submittals.

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

11.2.8.3 Draft and recommend to ENGINEER proposed change orders, obtaining backup material from Contractor.

11.2.8.4 Report immediately to ENGINEER and CLIENT the occurrences of any accident.

11.2.9 Payment Requests. Review applications for payment with Contractor for compliance with the established procedure for submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the work completed and materials and equipment delivered at the site but not incorporated in the work.

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

11.2.11 Completion.

11.2.11.1 Prior to post-construction review, submit to Contractor a list of observed items requiring completion or correction.

11.2.11.2 Conduct post-construction review in the company of ENGINEER, CLIENT, and Contractor and prepare a final list of items to be completed or corrected.

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

11.3 CRR Limitations of Authority.

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

11.3.2 Shall not exceed limitations of ENGINEER's authority as set forth in the Contract Documents and this Agreement.

11.3.3 Shall not undertake any of the responsibilities of Contractor, Subcontractors or Contractor's superintendent.

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

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

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

11.3.7 Shall not authorize CLIENT to occupy the Project in whole or in part.

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

III PROJECT SCHEDULE

A detailed project schedule has been created and is shown in the table below. The Design Services Phase is scheduled to be completed within 39 weeks from the Kickoff Meeting Date.

The Bidding and Contracting through Notice-to-Proceed for the Water Well, the Raw Water Line and the first phase of the Water Treatment Plant are scheduled to take place within 20 weeks.

The Construction Phase Services for the Water Well, the Raw Water Line and the 1st Phase of the Water Treatment Plant are scheduled for 52 weeks.

The Bidding and Contracting for the 2nd Phase of the Water Treatment Plant is scheduled to take place within the following 20 weeks.

The Construction Phase Services for the 2nd Phase of the Water Treatment Plant is scheduled for the last 39 weeks.

The complete schedule takes 172 weeks from start of design through construction completion. This assumes the 2nd Phase of the Water Treatment Plant Construction follows the completion of the 1st Phase Water Treatment Plant Construction.

Task	Duration	Cumulative Time
Initiate Services	—	—

Project Kickoff Meeting with Client & obtain As-Built Record Drawings from Client	1 Week	1 Week
Survey & Development of 30% Design Documents	8 Weeks	9 Weeks
Client Review of 30% Design Documents	2 Weeks	11 Weeks
Development of Environmental Assessment and 60% Design Documents	8 Weeks	19 Weeks
Client Review of 60% Design Documents and Preliminary Environmental Assessment	2 Weeks	21 Weeks
Development of 90% Design Documents & Finalize Environmental Assessment	8 Weeks	29 Weeks
Client Review of 90% Design Documents	2 Weeks	31 Weeks
Complete individual bid packages for Water Supply Well, Raw Water Line; Water Treatment Plant (1 MGD); Water Treatment Plant (2 MGD)	8 Weeks	39 Weeks
Development of Advertisements for Bids in coordination with Client	1 Weeks	40 Weeks
Revise the Advertisement, and set Date of Advertisement	1 Weeks	41 Weeks
Construction Bids Received	6 Weeks	47 Weeks
Evaluation of Construction Bids	2 Weeks	49 Weeks
Recommendation of Awards for each Bid Package	1 Week	50 Weeks
Award of Contract by the City of Gautier	3 Weeks	53 Weeks
Construction Start Date	6 Weeks	59 Weeks
Construction Phase Services	48 Weeks	107 Weeks
Construction Phase Services - Project Closeout	4 Weeks	111 Weeks
Development of 2nd Phase Water Treatment Plant RFP in coordination with Client	2 Weeks	113 Weeks
Revise the Advertisement, and set Date of Advertisement	2 Weeks	115 Weeks
Construction Bid Received	6 Weeks	121 Weeks

Evaluation of Construction Bids	2 Weeks	123 Weeks
Recommendation of Awards for each Bid Package	1 Week	124 Weeks
Award of Contract by the City of Gautier	3 Weeks	127 Weeks
Construction Start Date	6 Weeks	133 Weeks
Construction Phase Services	35 Weeks	168 Weeks
Construction Phase Services - Project Closeout	4 Weeks	172 Weeks

IV COMPENSATION SCHEDULE

Waggoner will invoice for its services monthly on a percentage complete lump sum basis, in accordance with the schedule outlined above. The compensation amounts are summarized below. Monthly status reports will be submitted with each invoice, and budgets will not be exceeded without written authorization.

Water Supply & Treatment Plant Project

Project Component	Design Services ($)	Bidding, Contracting, Construction Phase* Services ($)
Water Supply Well	96,480	64,000
Raw Water Line	37,520	25,000
Water treatment Plant (1 MGD)	244,000	174,000
Water treatment Plant (2 MGD)	302,000	212,000
TOTAL	**$ 680,000**	**$ 475,000**

* Construction Phase Services are assumed to be concurrent for the water supply well, raw water line, and first phase of the water treatment plant. Construction of the 2nd Phase of the Water Treatment Plant is assumed to follow the completion of the 1st Phase of the Water Treatment Plant.

CITY OF GAUTIER
Business Agenda Item #5
Fact Sheet

Council Meeting:	**May 7, 2019**
Title:	**Authorization to approve and submit the attached prioritized paving list and amended 2018 Bond list to Jackson County Board of Supervisors for various resurfacing throughout the City.**
Introduced by:	
Contact Person/Telephone	**City Manager 497-8000**

Summary Explanation: Authorization to approve and submit the attached prioritized paving list and amended 2018 Bond list to Jackson County Board of Supervisors for various resurfacing throughout the City.

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 submits an annual prioritized paving list to the Jackson County Board of Supervisors for various resurfacing throughout the City; and

WHEREAS, the City has authority to seek such assistance form the County pursuant to Mississippi law; and

WHEREAS, the Mayor and Members of Council hereby find that submitting the attached prioritized list is in the best interests of the City; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the attached prioritized paving list is hereby approved and the 2018 County Bond paving list approved previously is hereby amended and the City is hereby authorized to submit the attached prioritized paving list and bond list to the Jackson County Board of Supervisors for various resurfacing throughout the City of Gautier.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary 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 May 7, 2019.

CITY OF GAUTIER
MEMORANDUM

To: Gautier City Council
From: Paula Yancey, City Manager & Cody Dickerson, Project Administrator
Date: May 1, 2019
Subject: Authorization to approve and submit the prioritized paving list request and amended 2018 County Bond List to Jackson County Board of Supervisors

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REQUEST:

The City Manager and Project Administrator are requesting the City Council to approve and submit the attached prioritized paving list for 2019 and 2018 County Bond List to Jackson County Board of Supervisors for various resurfacing throughout the City.

BACKGROUND:

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

DISCUSSION:

The attached list is prioritized based on Council's submittals of roads within each ward and assessment of those roads by Cody Dickerson using the Council's wish list as a guide. The approximate number of residents on each street was considered. Please note, at the direction of the County Road Manager, the list is very liberal and could be in excess of the funds allocated, or it could be less. The figures contained on the list are approximate estimates and could ultimately vary.

RECOMMENDATION:

The City Manager and Project Administrator recommend the City Council approve the attached prioritized paving list.

The City Council May:
1. Approve the attached prioritized paving list; or
2. Not approve the attached prioritized paving list.

Attachments:
2019 Paving List
2018 County Bond List

2018 COUNTY BOND

Asphalt	Description	Length (ft)	Width (ft)	Area (sy)	Volume (Tons)	Add 15% Volume	Milling (sy)	Budget	Ward
De La Pointe	1-1/2" Overlay	4132	24	11019	909.0	136.4		$ 88,858.66	3
Broadmoor b/w Martin Bluff & first interchange with Meadowdale/Longwood	1-1/2" Overlay	1400	20	3111	256.7	38.5		$ 25,089.17	5
Narcissus Drive	1-1/2" Overlay	1960	18	3920	323.4	48.5		$ 31,612.35	5
Petunia Drive	1-1/2" Overlay	2000	18	4000	330.0	49.5		$ 32,257.50	5
Little Bend Cove		646	20	1436	118.4	17.8		$ 11,576.86	5
Rockvale Drive	1-1/2" Overlay	1225	18	2450	202.1	30.3		$ 19,757.72	5
Stockton Cir.	1-1/2" Overlay	175	20	389	32.1	4.8		$ 3,136.15	5
Millcreek extension east of Boxwood	1-1/2" Overlay	161	20	358	29.5	4.4		$ 2,885.25	5
Tanta Drive	1-1/2" Overlay	221	20	491	40.5	6.1		$ 3,960.50	5
University	1-1/2" Overlay	2427	24	6472	533.9	80.1		$ 52,192.64	2
Dolphin (OST to Starfish Intersection)	1-1/2" Overlay	4900	24	13067	1078.0	161.7		$ 105,374.50	1
Brookside Drive	1-1/2" Overlay	3030	20	6733	555.5	83.3		$ 54,300.13	5
Parkview	1-1/2" Overlay	2575	20	5722	472.1	70.8		$ 46,146.15	5
Queens Lane	1-1/2" Overlay	375	20	833	68.8	10.3		$ 6,720.31	5
Louis Alexis Trail	1-1/2" Overlay	1800	24	4800	396.0	59.4		$ 38,709.00	4
Rue de Courmont	1-1/2" Overlay	1,792	24	4779	394.2	59.1		$ 38,536.96	4
Farmington	1-1/2" Overlay	1490	24	3973	327.8	49.2		$ 32,042.45	4
Stonegate Circle	1-1/2" Overlay	2654	24	7077	583.9	87.6		$ 57,074.27	3
Ruth Street	1-1/2" Overlay	583	15	972	80.2	12.0		$ 7,835.88	3
Calle De Goya-North & South	1-1/2" Overlay	679	24	1811	149.4	22.4		$ 14,601.90	2
Southern Drive	1-1/2" Overlay	2008	24	5355	441.8	66.3		$ 43,182.04	2
Frateraity	1-1/2" Overlay	657	24	1752	144.5	21.7		$ 14,128.79	2
Clemson Circle	1-1/2" Overlay	387	24	1032	85.1	12.8		$ 8,322.44	2

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

Ward 1
Ward 2
Ward 3
Ward 4
Ward 5

TOTAL: $ 738,301.60

GAUTIER MISSISSIPPI
Nature's Playground

2019 ROAD PAVING LIST

Asphalt	Description	Length (ft)	Width (ft)	Area (sy)	Volume (Tons)	Add 15% Volume	Milling (sy)	Budget	Ward
Lewis Gate	1-1/2" Overlay	991	24	2643	218.0	32.7		$ 21,311.46	1
Pompano	1-1/2" Overlay	1383	20	3073	253.6	38.0		$ 24,784.51	1
Hakes	1-1/2" Overlay	432	16	768	63.4	9.5		$ 6,193.44	1
Barracuda	1-1/2" Overlay	2167	20	4816	397.3	59.6		$ 38,834.45	1
Calle De Fellz to Avenldo Del Plnar	1-1/2" Overlay	1775	24	4733	390.5	58.6		$ 38,171.38	2
State Street	1-1/2" Overlay	1376	24	3669	302.7	45.4		$ 29,590.88	2
Tulane Drive	1-1/2" Overlay	1036	24	2763	227.9	34.2		$ 22,279.18	2
Calle De Arena	1-1/2" Overlay	740	24	1973	162.8	24.4		$ 15,913.70	2
Deerfield	1-1/2" Overlay	994	24	2651	218.7	32.8		$ 21,375.97	4
Heritage	1-1/2" Overlay	1139	24	3037	250.6	37.6		$ 24,494.20	4
Fairlane	1-1/2" Overlay	300	24	800	66.0	9.9		$ 6,451.50	4
Claresholm	1-1/2" Overlay	1123	24	2995	247.1	37.1		$ 24,150.12	4
Prince George Dr	1-1/2" Overlay	881	24	2349	193.8	29.1		$ 18,945.91	4
Coventry (already approved by council)	1-1/2" Overlay	370	24	987	81.4	12.2		$ 7,956.85	4
Prince George Dr	1-1/2" Overlay	881	24	2349	193.8	29.1		$ 18,945.91	3
Bayou Vista St	1-1/2" Overlay	1,116	18	2232	184.1	27.6		$ 17,999.69	3
Island View Dr	1-1/2" Overlay	1,038	16	1845	152.2	22.8		$ 14,881.46	3
Shaw (North & South of Hwy. 90)	1-1/2" Overlay	553	24	1475	121.7	18.2		$ 11,892.27	3
Reese Ave	1-1/2" Overlay	352	20	782	64.5	9.7		$ 6,308.13	3
Rosemont Dr	1-1/2" Overlay	1,360	14	2116	174.5	26.2		$ 17,060.63	3
Joe Beth Ter (South of Hwy. 90)	1-1/2" Overlay	630	16	1120	92.4	13.9		$ 9,032.10	3
Irondale Dr	1-1/2" Overlay	536	15	893	73.7	11.1		$ 7,204.18	3
Sandstone St.	1-1/2" Overlay	243	15	405	33.4	5.0		$ 3,266.07	3
Riverside Drive	1-1/2" Overlay	3646	24	9723	802.1	120.3		$ 78,407.23	5
Kingfisher Drive	1-1/2" Overlay	2570	24	6853	565.4	84.8		$ 55,267.85	5

GAUTIER
MISSISSIPPI
Nature's Playground

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

Ward 1
Ward 2
Ward 3
Ward 4
Ward 5

TOTAL: $ 540,719.03

CITY OF GAUTIER
Business Agenda Item #6
Fact Sheet

Council Meeting: May 7, 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 May 7, 2019.

Docket of Claims
Release date from 05/07/2019 thru 05/07/2019

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MAURICE E MCCLURE	191686	05/07/2019	04/08/2019			72.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-161-681 PER DIEM ADV: ROPE RESCUE II			05202019	03/25/2019			72.00
001	CITY OF GAUTIER 7M BOND ACCT	191780	05/07/2019	04/15/2019			90,850.01	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-000-104 TR MDOT REIMB TO FUND 130			04052019	04/05/2019			83,899.96
	001-000-104 TR MDOT REIMB TO FUND 130			04122019	04/12/2019			6,950.05
001	CABLE ONE INC	191781	05/07/2019	04/15/2019			71.37	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-100-699 APR CABLE BOX: #118476316			04012019	04/08/2019			71.37
001	CABLE ONE INC	191782	05/07/2019	04/15/2019			214.11	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-100-699 APR 2019: #107718371			04012019	04/08/2019			214.11
001	CABLE ONE INC	191783	05/07/2019	04/15/2019			83.32	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-100-699 APR 2019 SUBSTN: #107718827			04012019	04/08/2019			83.32
001	SECURE NETWORKS LLC	191801	05/07/2019	04/18/2019			2,300.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-092-698 AVAST ANTI-VIRUS RENEWAL			3766	04/10/2019			2,300.00
001	JACKSON COUNTY BOARD OF SUPERVISORS	191802	05/07/2019	04/18/2019			4,695.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-092-698 RESEARCH-TAX SALE (939)			8	12/05/2018			4,695.00
001	BRASS HANGER CLEANERS INC	191808	05/07/2019	04/18/2019			30.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-170-513 CLEAN: BUNNY SUIT			04142019	04/14/2019			30.00
001	BOYS & GIRLS CLUBS OF JACKSON COUNTY INC	191810	05/07/2019	04/18/2019			833.33	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-170-642 MAR 2019 CLUB SUPPORT			03312019	04/15/2019			833.33
001	MSC 7511	191814	05/07/2019	04/18/2019			2,108.83	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-092-698 FFO200-01 RENTAL FEE			INV3005534	04/05/2019			470.88
	001-092-698 MPC80003SP USAGE:B/W			INV3005534	04/05/2019			206.11
	001-092-698 MPC80003SP USAGE:COLOR			INV3005534	04/05/2019			1,407.09
	001-090-698 C4502 USAGE:B/W			INV3005534	04/05/2019			10.34
	001-090-698 C4502 USAGE:COLOR			INV3005534	04/05/2019			14.41
001	C SPIRE WIRELESS	191824	05/07/2019	04/23/2019			557.61	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-100-605 POLICE CELLS			0032680896	03/12/2019			557.61

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001	AT&T	191827	05/07/2019	04/23/2019			3,024.69	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-092-605 MONTHLY SERVICE 2284978000 04/14/2019						3,024.69	
001	DELTA COMPUTER SYSTEMS INC	191830	05/07/2019	04/23/2019			485.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-092-698 ACCTG SOFTWARE MAINT MN135189 04/15/2019						335.00	
	001-092-698 VOTER REG SOFTWARE MAINT MN135189 04/15/2019						20.00	
	001-092-698 PRIV LICENSE SOFTWARE MAINT MN135190 04/15/2019						130.00	
001	ROBERT JONES, CUSTODIAN	191832	05/07/2019	04/23/2019			146.61	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-161-681 CPR CARDS 12202018 12/20/2018						20.00	
	001-161-681 CPR CARDS 12282018 12/28/2018						20.00	
	001-161-681 CPR CARDS 01302019 01/30/2019						5.00	
	001-161-535 SHIPPING CHARGE: TURNOUTS 03132019 03/13/2019						38.23	
	001-161-559 FOOD FOR PERSONNEL 04092019 04/09/2019						63.38	
001	AT&T	191843	05/07/2019	04/24/2019			123.98	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-092-605 MONTHLY SERVICE 2284977070 04/14/2019						123.98	
001	AT&T	191844	05/07/2019	04/24/2019			31.61	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-100-699 NCIC TELECOM SERVS 2284970262 04/14/2019						31.61	
001	GLOBALSTAR	191847	05/07/2019	04/24/2019			85.59	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-092-605 MONTHLY SERVICE 0010231257 04/16/2019						85.59	
001	AT&T	191848	05/07/2019	04/25/2019			202.23	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-092-605 MONTHLY SERVICE 2284972172 04/14/2019						202.23	
001	SINGING RIVER ELECTRIC COOPERATIVE	191853	05/07/2019	04/26/2019			524.53	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-161-631 BROWN FD 95237002 04162019 04/23/2019						197.38	
	001-161-631 MARTIN BLUFF FD 58380001 04162019 04/24/2019						200.56	
	001-201-629 SIGNAL LIGHTS 17546 04162019 04/24/2019						32.19	
	001-092-631 CITY LIMIT SIGN 17546 04162019 04/24/2019						25.58	
	001-100-631 MBLUFF SUB STN 58521002 04162019 04/24/2019						68.82	
001	SINGING RIVER ELECTRIC COOPERATIVE	191863	05/07/2019	04/29/2019			1,064.18	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-201-633 DOLPHIN ST 94987002 04192019 04/25/2019						99.78	
	001-201-633 DOLPHIN ST 94988002 04192019 04/25/2019						79.82	
	001-201-633 DOLPHIN ST 94989002 04192019 04/25/2019						82.87	
	001-201-633 DOLPHIN ST 94990002 04192019 04/25/2019						513.85	
	001-201-633 WM PAYNE 100244001 04192019 04/25/2019						87.73	
	001-201-633 WM PAYNE 100245001 04192019 04/25/2019						200.13	

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001	SINGING RIVER ELECTRIC COOPERATIVE	191864	05/07/2019	04/29/2019			2,161.56	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-631	POLICE STATION 66298004	04192019	04/25/2019		1,322.87
001-201-629	SIGNAL LIGHT 89113001	04192019	04/25/2019		55.61
001-170-631	CITY PARK RESTRMS 89912001	04192019	04/25/2019		463.13
001-201-633	STREET LIGHTS 90345002	04192019	04/25/2019		165.75
001-092-631	RECORDS BLDG 90790001	04192019	04/25/2019		113.80
001-170-631	FRAZIER RESTRMS 98546001	04192019	04/25/2019		40.40

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	191865	05/07/2019	04/29/2019			711.66	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-631	SOUTH FD 76008001	04212019	04/26/2019		232.79
001-170-631	BACOT PARK 10137	04212019	04/26/2019		330.54
001-201-629	SIGNAL LIGHTS 10138	04212019	04/26/2019		124.83
001-170-631	BACOT SPLASHPAD 103751001	04212019	04/26/2019		23.50

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	191870	05/07/2019	04/29/2019			7,944.80	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-633	STREET LIGHTING 10054	04192019	04/25/2019		5,193.52
001-201-629	STREET LIGHTS 10054	04192019	04/25/2019		701.83
001-092-631	CITY HALL 10054	04192019	04/25/2019		801.25
001-170-631	FRAZIER PARK 10054	04192019	04/25/2019		48.67
001-170-631	SENIOR BLDG 10054	04192019	04/25/2019		395.41
001-161-631	CENTRAL FD 10054	04192019	04/25/2019		367.10
001-170-631	CITY PARK 10054	04192019	04/25/2019		140.33
001-092-631	PUBLIC WORKS 10054	04192019	04/25/2019		264.70
001-092-631	HWY 90 SIGN 10054	04192019	04/25/2019		31.99

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MAGNOLIA AD STUDIO LLC	191875	05/07/2019	04/30/2019			750.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-021-615	MAY 2019 ADVERTISING PKG	1091	04/29/2019		750.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BXS INSURANCE	191876	05/07/2019	04/30/2019			300.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-625	PUBL OFFICIAL BOND: YANCEY,P	287688	04/25/2019		150.00
001-092-625	PUBL OFFICIAL BOND: ELBIN,D	287879	04/25/2019		150.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ECO TOURS OF SOUTH MISSISSIPPI LLC	191877	05/07/2019	04/30/2019			150.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-513	NATURE PHOTO WKSHOP TOUR (5)	04272019	04/26/2019		150.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SUM OF THE ARTS LLC	191878	05/07/2019	04/30/2019			500.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-513	PLEIN AIR WORKSHOP	1293	04/25/2019		500.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MS MUNICIPAL LEAGUE	191879	05/07/2019	04/30/2019			470.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-040-681	2019 MML CONF: RUSSELL, C	29490	04/18/2019		235.00
001-040-681	2019 MML CONF: CUMBEST, E	29490	04/18/2019		235.00

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001	TINY TAILS PETTING ZOO	191880	05/07/2019	04/30/2019			250.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-513	PETTING ZOO: EARTH DAY		101	04/13/2019		250.00	
001	MSC 7511	191882	05/07/2019	04/30/2019			155.63	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	FNK100-01 RENTAL FEE		INV3025908	04/18/2019		152.15	
	001-100-699	MPC2504EX USAGE:B/W		INV3025908	04/18/2019		3.48	
001	CABLE ONE INC	191883	05/07/2019	04/30/2019			83.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	NFD 2019: #122024383		04162019	04/23/2019		83.32	
001	CABLE ONE INC	191884	05/07/2019	04/30/2019			83.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	SFD 2019: #122025091		04162019	04/23/2019		83.32	
001	CABLE ONE INC	191885	05/07/2019	04/30/2019			83.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	CFD 2019: #122024086		04162019	04/23/2019		83.32	
001	FUELMAN	191886	05/07/2019	04/30/2019			3,883.98	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP55859669	04/15/2019		110.98	
	001-100-525	UNL FUEL		NP55859669	04/15/2019		2,683.66	
	001-161-525	UNL & DSL FUEL		NP55859669	04/15/2019		759.13	
	001-170-525	UNL & DSL FUEL		NP55859669	04/15/2019		224.04	
	001-205-525	UNL & DSL FUEL		NP55859669	04/15/2019		106.17	
001	FUELMAN	191889	05/07/2019	04/30/2019			3,143.73	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP55891394	04/22/2019		31.33	
	001-100-525	UNL FUEL		NP55891394	04/22/2019		2,385.76	
	001-161-525	UNL & DSL FUEL		NP55891394	04/22/2019		578.24	
	001-170-525	UNL FUEL		NP55891394	04/22/2019		148.40	
001	FUELMAN	191892	05/07/2019	04/30/2019			3,055.66	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-525	UNL FUEL		NP55930691	04/29/2019		2,383.31	
	001-161-525	UNL & DSL FUEL		NP55930691	04/29/2019		549.20	
	001-170-525	UNL FUEL		NP55930691	04/29/2019		123.15	
001	PAULA S YANCEY	191908	05/07/2019	04/30/2019			658.04	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-681	TRAVEL REIMB: DALLAS TRIP		03072019	03/07/2019		322.61	
	001-021-681	TRAVEL REIMB: DC TRIP		03282019	03/28/2019		335.43	

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001	ALABAMA MEDIA GROUP	191910	05/07/2019	04/30/2019			53.52	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-615	PUBLIC NOTICE: GPC #19-07-CU		0009111958	04/14/2019	190655	17.04	
	001-090-615	PUBLIC NOTICE: GPC #19-10-UDO		0009111967	04/14/2019	190655	16.68	
	001-090-615	PUBLIC NOTICE: GPC #19-09-RZ		0009120286	04/21/2019	190671	19.80	
001	REYNOLDS WHOLESALE CO	191911	05/07/2019	04/30/2019			504.21	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-513	200CT DUM DUM SUCKERS (4)		62933	04/10/2019	190662	35.96	
	001-170-513	1GAL POPCORN OIL		62933	04/10/2019	190662	12.95	
	001-170-559	CS 100CT 38X58 CAN LINERS (4)		63045	04/25/2019	190698	131.80	
	001-170-559	CS GEN202 JUMBO JR TISSUE (4)		63045	04/25/2019	190698	102.00	
	001-170-559	CS 12/8" BROWN TOWELS (3)		63045	04/25/2019	190698	71.85	
	001-170-559	CS BROWN MF TOWELS (3)		63045	04/25/2019	190698	59.85	
	001-170-559	CS 500CT 24X33 CAN LINERS (2)		63045	04/25/2019	190698	45.90	
	001-170-559	CS 100CT 33X39 CAN LINERS (2)		63045	04/25/2019	190698	43.90	
001	MID SOUTH UNIFORM & SUPPLY INC	191914	05/07/2019	04/30/2019			663.24	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	SS NAVY SHIRTS (3)		590289	04/16/2019	190665	139.29	
	001-100-535	LS NAVY SHIRTS (3)		590289	04/16/2019	190665	148.29	
	001-100-535	NAVY PANTS W/BLUE STRIPE (3)		590289	04/16/2019	190665	136.08	
	001-100-535	LIGHTWEIGHT JACKET		590289	04/16/2019	190665	20.50	
	001-100-535	NAVY PANTS W/GOLD STRIPE (3)		590289	04/16/2019	190665	136.08	
	001-100-535	SEWN ON PATCH (12)		590289	04/16/2019	190665	12.00	
	001-100-535	NAVY BRAID (6)		590289	04/16/2019	190665	25.50	
	001-100-535	LT BLUE BRAID (3)		590289	04/16/2019	190665	12.75	
	001-100-535	EMBROIDER BACK (6)		590289	04/16/2019	190665	15.00	
	001-100-535	EMBROIDER FRONT		590289	04/16/2019	190665	5.00	
	001-100-535	OLD GOLD BRAID (3)		590289	04/16/2019	190665	12.75	
001	LAWRENCE PRINTING COMPANY INC	191915	05/07/2019	04/30/2019			284.72	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-500	LASER CHECKS:CONSTRUCTION(500)		37124	04/18/2019	190627	275.30	
	001-040-500	SHIPPING		37124	04/18/2019	190627	9.42	
001	CUSTOM PRODUCTS CORPORATION	191916	05/07/2019	04/30/2019			1,214.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-565	REG ASRT STREET NAME SIGN (25)		318526	04/17/2019	190664	478.50	
	001-201-565	NUT BREAK VANDAL RESIST (100)		318526	04/17/2019	190664	90.00	
	001-201-565	BOLT CARRIAGE HEAD (100)		318526	04/17/2019	190664	49.00	
	001-201-565	WASHER NYLON (100)		318526	04/17/2019	190664	21.00	
	001-201-565	18X24 SLOW WE HEART CHILD (5)		318526	04/17/2019	190664	132.75	
	001-201-565	18X24 SLOW CHILD AT PLAY (5)		318526	04/17/2019	190664	122.75	
	001-201-565	12X18 DON'T BE LITTER BUG (10)		318526	04/17/2019	190664	181.50	
	001-201-565	SIGN SAVER SQUARE (100)		318526	04/17/2019	190664	44.00	
	001-201-565	FREIGHT		318526	04/17/2019	190664	95.00	

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001	COOPER FAMILY MED CENTER	191917	05/07/2019	04/30/2019			260.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-604	PHYS EXAM ACADEMY: WILLETT		38588	04/09/2019	190644	100.00	
	001-100-604	PHYS EXAM ACADEMY: ALEXANDER		38581	04/09/2019	190564	100.00	
	001-100-604	EKG: ALEXANDER		38581	04/09/2019	190564	60.00	
001	NAFECO INC	191918	05/07/2019	04/30/2019			49.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-535	DUTYMAN DRESS BELT SIZE 36		977811	04/15/2019	190668	18.95	
	001-161-535	DUTYMAN DRESS BELT SIZE 42		977811	04/15/2019	190668	18.95	
	001-161-535	SHIPPING		977811	04/15/2019	190668	12.05	
001	GOODYEAR AUTO CENTER	191919	05/07/2019	04/30/2019			1,154.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	P235/55R17 EAG RS-A: U #51		209230	04/11/2019	190642	420.00	
	001-100-638	MOUNT/BALANCE: U #51		209230	04/11/2019	190649	52.00	
	001-100-638	WASTE TIRE FEE: U #51		209230	04/11/2019	190649	4.00	
	001-100-638	SHOP SUPPLIES: U #51		209230	04/11/2019		3.64	
	001-100-638	245/55R18 EAG RS-A: U #56		209266	04/12/2019		552.96	
	001-100-638	MOUNT/BALANCE: U #56		209266	04/12/2019		64.00	
	001-100-638	WHEEL ALIGNMENT: U #56		209266	04/12/2019		54.00	
	001-100-638	WASTE TIRE FEE: U #51		209266	04/12/2019		4.00	
001	CAMPER CITY TRUCK ACCESS INC	191921	05/07/2019	04/30/2019			293.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	LOCK RIM (2): 2019 F150		62926	04/29/2019	190696	44.00	
	001-100-638	RUBBER MAT (2): 2019 F150		62926	04/29/2019	190696	200.00	
	001-100-638	HITCH COVER: 2019 F150		62926	04/29/2019	190696	49.00	
001	ALLISTON'S SCREEN PRINTING	191923	05/07/2019	04/30/2019			136.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	WHITE T-SHIRT (8)		9776	04/18/2019	190646	52.00	
	001-100-535	NAVY GYM SHORTS (3)		9776	04/18/2019	190646	24.75	
	001-100-535	SWEAT SET (2): WILLETT		9776	04/18/2019	190646	60.00	
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	191924	05/07/2019	04/30/2019			842.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-559	LOGITECH C920S PRO HD WEBCAM		3409832973	04/03/2019	190615	69.99	
	001-094-500	SHARPWRITER MECH PENCIL 5/PK		3409909070	04/04/2019	190626	4.69	
	001-094-559	WIRELESS OPTICAL MOUSE		3409909070	04/04/2019	190626	12.95	
	001-094-500	NOTEPADS 8.5X11.75 12/PK		3409991852	04/05/2019	190626	4.56	
	001-094-500	HP 952XL/952 BLACK/COLOR 4/PK		3409991852	04/05/2019	190626	108.96	
	001-090-500	HP 305A C/M/Y COLOR 3/PK		3409991853	04/05/2019	190632	323.99	
	001-090-500	HP 65 BLK/TRICOLR INK 2/PK		3409991853	04/05/2019	190632	29.12	
	001-045-500	HP 951XL CYAN INK CARTRIDGE		3410669648	04/10/2019	190656	26.35	
	001-045-500	HP 950XL BLACK INK CARTRIDGE		3410669648	04/10/2019	190656	35.87	
	001-045-500	HP 951XL YELLOW INK CARTRIDGE		3410669648	04/10/2019	190656	26.35	
	001-045-500	HP 951XL MAGENTA INK CARTRIDGE		3410669648	04/10/2019	190656	26.35	
	001-040-500	PAPER MATE INK PENS 12/PK		3410669648	04/10/2019	190656	4.59	
	001-040-500	2 PART RECEIPT BOOK (3)		3410669648	04/10/2019	190656	19.44	

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001	STAPLES BUSINESS ADVANTAGE DEPT ATL	191924	05/07/2019	04/30/2019			842.20	(CONTINUED)
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-500 LEXMARK 521 BLACK TONER			3410816500	04/12/2019	190667	148.99	
001	BUTCH OUSTALET FORD	191926	05/07/2019	04/30/2019			53,192.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-740 2019 F350 CC XL: VIN #58332			79565	04/15/2019	190187	26,596.00	
	001-170-740 2019 F350 CC XL: VIN #58331			79566	04/15/2019	190187	26,596.00	
001	BAYVIEW PET MEDICAL AND DENTAL CENTER	191927	05/07/2019	04/30/2019			1,380.64	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-514 SPAY SURGERY: TESS			217216	04/12/2019	190641	1,380.64	
001	CUPIT SIGNS INC	191929	05/07/2019	04/30/2019			30.97	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-513 5X30 DECAL: APR 27 (2)			31137	04/29/2019	190630	25.98	
	001-170-513 3X16 DECAL: APR 27			31137	04/29/2019	190630	4.99	
001	DELTA INDUSTRIAL SERVICE AND SUPPLY	191933	05/07/2019	04/30/2019			341.73	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-535 REPL ZIPPER TURNOUT COAT (2)			68681	04/16/2019	190487	88.80	
	001-161-535 SHIPPING			68681	04/16/2019	190487	9.79	
	001-161-535 REPL OUTER SHELL CLOSURE(2)			68681	04/16/2019	190487	44.40	
	001-161-535 REPR SEAM STITCH ON JACKET (3)			68681	04/16/2019	190487	7.80	
	001-161-535 REPL OUTER SHELL HOOK/LOOP			68681	04/16/2019	190487	30.50	
	001-161-535 REPL OUTER SHELL COLLAR			68681	04/16/2019	190487	21.60	
	001-161-535 STITCH REPR ACCESSORIES (2)			68681	04/16/2019	190487	5.74	
	001-161-535 REPL OUTER SHELL,SECR TAB			68681	04/16/2019	190487	30.50	
	001-161-535 JACKET REPR PATCH MED			68681	04/16/2019	190487	24.05	
	001-161-535 JACKET REPR PATCH SMALL (2)			68681	04/16/2019	190487	39.65	
	001-161-535 REPL OUTER SHELL,PANEL,HOOK			68681	04/16/2019	190487	38.90	
001	STREET COP TRAINING LLC	191935	05/07/2019	04/30/2019			199.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-681 PATROL TACTICS CRS: HOLTER, C			704111215B	04/09/2019	190678	199.00	
001	INDUSTRIAL PLASTIC VALVES COMPANY	191937	05/07/2019	04/30/2019			286.56	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-634 IRRITROL 214B 1" VLV (2)			19-22892	04/16/2019	190673	134.62	
	001-170-634 IRRITROL 217B 2" VLV			19-22892	04/16/2019	190673	133.12	
	001-170-634 SHIPPING			19-22892	04/16/2019	190673	18.82	
001	ECONOMY BOOTS SALES & SERVICE	191938	05/07/2019	04/30/2019			188.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-535 DUTY BOOTS: MCCOY, DEREK			17899	04/24/2019	190691	188.00	
001	AUDIOWAVE INC	191939	05/07/2019	04/30/2019			1,712.50	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-638 TINT WINDOWS: K9 U #92458			A50388	04/17/2019	190675	187.50	
	001-100-638 INST KENNEL/HEAT ALARM:#92458			A50145	02/06/2019	190607	1,150.00	
	001-100-638 TINT WINDOWS:2019 F150 #50186			A50387	04/25/2019	190695	185.00	
	001-100-638 TINT WINDOWS:2019 F150 #50185			A50387	04/25/2019	190695	185.00	
	001-100-638 SUPPLIES			A50387	04/25/2019	190695	5.00	

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	PRO-LOCK LOCKSMITH SERVICE	191940	05/07/2019	04/30/2019			10.50	
	Account Number: 001-170-635	Description: KEYS (4): SENIOR CENTER		Invoice #: 041019-1	Date: 04/10/2019	P.O.: 190590	Amount: 10.50	
001	BORDIS & DANOS PLLC	191943	05/07/2019	05/01/2019			10,000.00	
	Account Number: 001-060-602	Description: MAY 2019 RETAINER		Invoice #: 68	Date: 05/01/2019	P.O.	Amount: 10,000.00	
001	U S POSTAL SERVICE	191950	05/07/2019	05/01/2019			94.00	
	Account Number: 001-092-698	Description: BOX 670 SERVICE FEE		Invoice #: 670	Date: 05/01/2019	P.O.	Amount: 94.00	
001	MS DEPT OF FINANCE & ADMIN	191951	05/07/2019	05/01/2019			35,989.50	
	Account Number: 001-000-300	Description: APR 2019 COURT ASSESSMENTS		Invoice #: 04302019	Date: 05/01/2019	P.O.	Amount: 35,989.50	
001	MS DEPT OF PUBLIC SAFETY	191952	05/07/2019	05/01/2019			2,423.00	
	Account Number: 001-000-300	Description: APR 2019 SPECIAL ASSESSMENTS		Invoice #: 04302019	Date: 05/01/2019	P.O.	Amount: 2,423.00	
001	MS DEPT OF PUBLIC SAFETY	191953	05/07/2019	05/01/2019			155.00	
	Account Number: 001-000-300	Description: APR 2019 INTERLOCK FEES		Invoice #: 04302019	Date: 05/01/2019	P.O.	Amount: 155.00	

FUND TOTAL 1 Claims to Checks 62 Total 243,349.11 Manual Held Total 243,349.11

Docket of Claims
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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
130	MICHAEL BAKER INTERNATIONAL	191898	05/07/2019	04/30/2019			5,495.45	
	Account Number 130-130-770	Description ENGINEERING: MARTIN BLUFF		Invoice # 1035026	Date 12/20/2018	P.O.	Amount 5,495.45	
130	MICHAEL BAKER INTERNATIONAL	191899	05/07/2019	04/30/2019			9,111.83	
	Account Number 130-130-770	Description ENGINEERING: MARTIN BLUFF		Invoice # 1036571R	Date 03/13/2019	P.O.	Amount 9,111.83	

FUND TOTAL 130 Claims to Checks 2 Total 14,607.28 Manual Held Total 14,607.28

Docket of Claims
Release date from 05/07/2019 thru 05/07/2019

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
157	CAMPER CITY TRUCK ACCESS INC	191922	05/07/2019	04/30/2019			3,552.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
157-100-799	WESTIN NERF BARS (2)	62925	04/29/2019	190666	1,134.00
157-100-799	LOW PROF BLACK TOOL BOX (2)	62925	04/29/2019	190666	770.00
157-100-799	SPRAY LINER (2)	62925	04/29/2019	190666	840.00
157-100-799	WEATHER TECH HOLDER (2)	62925	04/29/2019	190666	72.00
157-100-799	TRAILER HITCH (2)	62925	04/29/2019	190666	158.00
157-100-799	HUSKY FLOOR MATS FRONT (2)	62925	04/29/2019	190666	210.00
157-100-799	HUSKY FLOOR MATS FOR REAR (2)	62925	04/29/2019	190666	210.00
157-100-799	IN CHANNEL VENT VISORS (2)	62925	04/29/2019	190666	158.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
157	BARNEYS POLICE AND HUNTING SUPPLIES	191928	05/07/2019	04/30/2019			934.50	

Account Number	Description	Invoice #	Date	P.O.	Amount
157-100-799	XMAG 365 9MM 12 RD EX GRIP (2)	30993	04/08/2019	190643	72.00
157-100-799	PISTOL P365 9MM 3.1 BBL (2)	30993	04/08/2019	190643	776.52
157-100-799	HOLSTER DS PADDLE KYDEX RH (2)	30993	04/08/2019	190643	85.98

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
157	GRAFIX SHOPPE	191930	05/07/2019	04/30/2019			955.74	

Account Number	Description	Invoice #	Date	P.O.	Amount
157-100-799	REFLECTIVE GRAPHICS KIT (2)	127031	04/17/2019	190659	926.00
157-100-799	SHIPPING: U #9 & U #11	127031	04/17/2019	190659	29.74

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
157	DANA SAFETY SUPPLY	191934	05/07/2019	04/30/2019			680.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
157-100-799	TUFFY BOX (2): FORD F150	570398	04/19/2019	190640	630.00
157-100-799	FREIGHT	570398	04/19/2019	190640	50.00

FUND TOTAL 157 Claims to Checks 4 Total 6,122.24 Manual Held Total 6,122.24

Docket of Claims
Release date from 05/07/2019 thru 05/07/2019

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
160	HANCOCK WHITNEY BANK	191896	05/07/2019	04/30/2019			102,753.70	

Account Number	Description	Invoice #	Date	P.O.	Amount
160-161-815	PMT 2: FERRARA PUMPER	213799	04/23/2019		102,753.70

FUND TOTAL 160 Claims to Checks 1 Total 102,753.70 Manual Held Total 102,753.70

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Release date from 05/07/2019 thru 05/07/2019

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY	191809	05/07/2019	04/18/2019			5,177.99	

Account Number	Description	Invoice #	Date	P.O.	Amount	
172-350-650	LIBRARY SUPPORT	APR 2019	04/16/2019			5,177.99

FUND TOTAL 172 Claims to Checks 1 Total 5,177.99 Manual Held Total 5,177.99

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AD2 INC	191825	05/07/2019	04/23/2019			151.50	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	176-170-699 HOSTING FEE MAY 2019 3434 04/15/2019						36.50	
	176-170-699 SHOPPING CART FEE MAY 2019 3434 04/15/2019						115.00	
176	AT&T	191826	05/07/2019	04/23/2019			51.48	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	176-170-605 APR 2019: SSP INTERNET 285615432 04/11/2019						51.48	
176	AT&T	191845	05/07/2019	04/24/2019			169.92	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	176-170-605 MONTHLY SERVICE 2284972244 04/14/2019						169.92	
176	SINGING RIVER ELECTRIC COOPERATIVE	191871	05/07/2019	04/29/2019			1,610.41	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	176-170-631 PARK FACILITIES 76854002 04212019 04/26/2019						1,562.25	
	176-170-631 HOUSE 7855002 04212019 04/26/2019						48.16	
176	FUELMAN	191887	05/07/2019	04/30/2019			93.67	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	176-170-525 UNL FUEL NP55859669 04/15/2019						93.67	
176	FUELMAN	191890	05/07/2019	04/30/2019			103.38	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	176-170-525 UNL FUEL NP55891394 04/22/2019						103.38	
176	FOSTERS A/C & HEATING INC	191897	05/07/2019	04/30/2019			167.50	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	176-170-635 ESA CLEANING: SSP OFFICE P1044863 04/17/2019						167.50	
176	REYNOLDS WHOLESALE CO	191912	05/07/2019	04/30/2019			50.01	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	176-170-559 BX 100/PF LATEX GLOVES 62932 04/10/2019 190663						6.95	
	176-170-559 BX URINAL BLOCKS (2) 62932 04/10/2019 190663						17.90	
	176-170-559 19OZ LYSOL SPRAY (4) 62932 04/10/2019 190663						25.16	
176	J H WRIGHT & ASSOCIATES INC	191941	05/07/2019	04/30/2019			4,441.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	176-170-720 KEEN KHHG@-2301 GRIND PUMP (2) 414558 04/15/2019 190638						2,956.00	
	176-170-720 KEEN DUPLEX CNTL PANEL: SSP 414558 04/15/2019 190638						1,485.00	

FUND TOTAL 176 Claims to Checks 9 Total 6,838.87 Manual Held Total 6,838.87

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
300	SEYMOUR ENGINEERING PLLC	191900	05/07/2019	04/30/2019			11,700.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
300-600-603	ENGINEERING DESIGN 50%	7008	04/29/2019		4,500.00
300-600-603	TOPOGRAPHIC SURVEY	7008	04/29/2019		7,200.00

FUND TOTAL 300 Claims to Checks 1 Total 11,700.00 Manual Held Total 11,700.00

Docket of Claims
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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
303	SEYMOUR ENGINEERING PLLC	191901	05/07/2019	04/30/2019			2,252.31	

Account Number	Description	Invoice #	Date	P.O.	Amount
303-301-603	DESIGN SERVICES	1045952	04/17/2019		2,252.31

FUND TOTAL 303 Claims to Checks 1 Total 2,252.31 Manual Held Total 2,252.31

Docket of Claims
Release date from 05/07/2019 thru 05/07/2019

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
351	SAMPLE HICKS & ASSOCIATES INC	191902	05/07/2019	04/30/2019			5,900.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
351-726-601	CONSTRUCTION CONTRACTS SIGNED	0419-02	04/29/2019		5,900.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
351	SEYMOUR ENGINEERING PLLC	191903	05/07/2019	04/30/2019			19,125.60	

Account Number	Description	Invoice #	Date	P.O.	Amount
351-726-603	ENGINEERING DESIGN 80%	7004	04/29/2019		18,125.60
351-726-603	STORMWATER PREV PLAN	7004	04/29/2019		1,000.00

FUND TOTAL 351 Claims to Checks 2 Total 25,025.60 Manual Held Total 25,025.60

Docket of Claims
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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
353	SEYMOUR ENGINEERING PLLC	191904	05/07/2019	04/30/2019			9,616.46	

Account Number	Description	Invoice #	Date	P.O.	Amount
353-726-603	PRELIM & DESIGN ENGINEERING	6990	04/04/2019		9,616.46

FUND TOTAL 353 Claims to Checks 1 Total 9,616.46 Manual Held Total 9,616.46

QUEITA GLMCLM17 05/02/2019 13:04 Gautier Current Purchasing
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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
354	SEYMOUR ENGINEERING PLLC Account Number 354-722-603	191905	05/07/2019	04/30/2019			6,765.00	
	Description: ENGINEERING PLANS & SPECS			Invoice # 7006	Date 04/29/2019	P.O.	Amount 6,765.00	
354	SEYMOUR ENGINEERING PLLC Account Number 354-726-603	191906	05/07/2019	04/30/2019			17,736.00	
	Description: AMEND#1: ENGINEERING (SEWER)			Invoice # 7007	Date 04/29/2019	P.O.	Amount 17,736.00	

FUND TOTAL 354 Claims to Checks 2 Total 24,501.00 Manual Held Total 24,501.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	AT&T	191784	05/07/2019	04/15/2019			61.08	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-605	MONTHLY SERVICE	2284972276	04/06/2019		61.08

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CITY OF GAUTIER	191785	05/07/2019	04/15/2019			43,427.11	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-680-821	ST LNS #3 90/57 SWR	04092019	04/09/2019		7,877.45
400-680-822	ST LNS #4 90/57 WTR	04092019	04/09/2019		10,948.67
400-680-822	ST LNS #4 90/57 SWR	04092019	04/09/2019		9,019.22
400-680-823	ST LNS #5 ALLEN RD	04092019	04/09/2019		2,149.95
400-680-824	ST LNS #6 OLD SPAN TR	04092019	04/09/2019		3,765.83
400-680-825	ST LNS #7 OLD SPAN TR	04092019	04/09/2019		9,665.99

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CITY OF GAUTIER	191800	05/07/2019	04/18/2019			131,242.98	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-000-104	MAR 2019 GARBAGE PMTS	03312019	03/31/2019		131,242.98

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	MSC 7511	191811	05/07/2019	04/18/2019			166.49	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-698	FGYJOO-01 RENTAL FEE	INV3010479	04/09/2019		166.49

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	IRBY'S ANSWERING SERVICE	191828	05/07/2019	04/23/2019			414.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-698	BASE RATE: 4/17 - 5/14/19	277-041719	04/23/2019		414.00

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	191829	05/07/2019	04/23/2019			2,998.29	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-698	ROLL - OFF TIMBERLANE 4/12/19	6890804768	04/16/2019		1,035.20
400-651-698	ROLL - OFF TIMBERLANE 4/15/19	6890804768	04/16/2019		1,137.09
400-651-698	FUEL/ENVIRONMENTAL CHRG	6890804768	04/16/2019		716.43
400-651-698	REGULATORY COST RECVRY CHRG	6890804768	04/16/2019		103.07
400-651-698	ADMIN CHARGE	6890804768	04/16/2019		6.50

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER ELECTRIC COOPERATIVE	191842	05/07/2019	04/24/2019			2,300.57	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-631	LIFT STATIONS 20649	04162019	04/23/2019		852.16
400-651-631	LIFT STATIONS 28779	04162019	04/23/2019		92.93
400-651-631	SCHOONER WELL 20688	04122019	04/18/2019		1,143.84
400-651-631	LIFT STATION 20688	04122019	04/18/2019		211.64

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	AT&T	191846	05/07/2019	04/24/2019			147.61	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-605	MONTHLY SERVICE	2284974594	04/14/2019		147.61

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	AT&T	191849	05/07/2019	04/25/2019			178.61	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-605	MONTHLY SERVICE	2284975234	04/14/2019		178.61

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER ELECTRIC COOPERATIVE	191852	05/07/2019	04/26/2019			5,153.86	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-631	LIFT STNS 89627001	04162019	04/24/2019		66.33
400-651-631	LIFT STNS 89702001	04162019	04/24/2019		25.58
400-651-631	LIFT STNS 17881	04162019	04/24/2019		2,289.08
400-651-631	WATER WELLS 17881	04162019	04/24/2019		2,772.87

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER ELECTRIC COOPERATIVE	191872	05/07/2019	04/29/2019			3,678.38	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-631	LIFT STNS 17875	04212019	04/26/2019		218.62
400-651-631	LIFT STNS 17883	04212019	04/26/2019		1,643.87
400-651-631	LIFT STNS 17884	04212019	04/26/2019		1,815.89

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER ELECTRIC COOPERATIVE	191873	05/07/2019	04/29/2019			6,687.54	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-631	IONIZATION PLANT 99216002	04192019	04/25/2019		241.98
400-651-631	LIFT STATIONS 17882	04192019	04/25/2019		2,142.33
400-651-631	WATER WELLS 17882	04192019	04/25/2019		3,537.90
400-651-631	CITY HALL SOUTH 17882	04192019	04/25/2019		765.33

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CABLE ONE INC	191881	05/07/2019	04/30/2019			61.16	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-698	MAY 2019: #107663106	04162019	04/23/2019		61.16

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	FUELMAN	191888	05/07/2019	04/30/2019			162.83	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-525	UNL FUEL	NP55859669	04/15/2019		162.83

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	FUELMAN	191891	05/07/2019	04/30/2019			62.65	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-525	UNL FUEL	NP55891394	04/22/2019		62.65

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	FUELMAN	191893	05/07/2019	04/30/2019			133.79	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-525	UNL FUEL	NP55930691	04/29/2019		133.79

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	ARISTA INFORMATION SYSTEMS INC	191894	05/07/2019	04/30/2019			4,121.45	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-698	MAR 2019 STATEMENTS	27327	04/16/2019		1,121.45
400-650-698	MAR 2019 POSTAGE	1425201904	04/16/2019		3,000.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	2018 BOND DEBT SERVICE FUND	191895	05/07/2019	04/30/2019			25,000.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-900-950	MAY 2019: 2018 BOND DS	05012019	05/01/2019		25,000.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	JOSHUA W DANOS	191907	05/07/2019	04/30/2019			1,003.25	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-602	LEGAL SERVS: DC TRIP REIMB	03272019	04/16/2019		1,003.25

Docket of Claims
Release date from 05/07/2019 thru 05/07/2019

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	REYNOLDS WHOLESALE CO	191913	05/07/2019	04/30/2019			469.90	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-510	DIAL SOAP ABAC 1GAL CS (2)		63046	04/25/2019	190697	29.90	
	400-650-510	7.5OZ DIAL SOAP CS (6)		63046	04/25/2019	190697	15.60	
	400-650-510	HS TISSUE CS (3)		63046	04/25/2019	190697	121.50	
	400-650-510	BMF TOWELS CS (3)		63046	04/25/2019	190697	59.85	
	400-650-510	VB PAPER TOWELS CS (4)		63046	04/25/2019	190697	103.60	
	400-650-510	200CT 30X36 CAN LINER WHITE(2)		63046	04/25/2019	190697	39.90	
	400-650-510	32GAL CONTAINER		63046	04/25/2019	190697	26.90	
	400-650-510	CORN BROOM		63046	04/25/2019	190697	7.25	
	400-650-510	LW DUSTER (2)		63046	04/25/2019	190697	13.90	
	400-650-510	GAL NABC CLEANER CS (4)		63046	04/25/2019	190697	46.00	
	400-650-510	LF MOP HANDLE		63046	04/25/2019	190697	5.50	
400	CENTRAL PIPE SUPPLY-JACKSON	191920	05/07/2019	04/30/2019			813.26	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-583	PVC S/W SDR-35 CAP 6" (12)		S100175427	04/10/2019	190651	110.16	
	400-651-581	BRNZ METER FLANGE SET 2" (10)		S100175427	04/10/2019	190651	661.10	
	400-651-581	PVC METER BOX LID ONLY (3)		S100175427	04/10/2019	190651	42.00	
	400-651-581	PVC METER BOX LID ONLY (3)		S100176057	04/15/2019	190651	42.00	
	400-651-581	CDT RTN:PVC METER BOX LID (3)		S100176658	04/16/2019	190651	-42.00	
400	STAPLES BUSINESS ADVANTAGE DEPT ATL	191925	05/07/2019	04/30/2019			788.39	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-559	LOGITECH WIRELESS KEYBOARD		3409832974	04/03/2019	190613	75.67	
	400-650-500	LEXMARK MS/X317/417/517/617 RT		3409832974	04/03/2019	190613	78.74	
	400-650-500	BLK/RED RIBBON CALC 6/PK		3409832974	04/03/2019	190613	15.69	
	400-650-500	EPSON 252XL BLACK INK		3409832974	04/03/2019	190613	34.99	
	400-650-500	HP 952XL/952 STD CLR 4/PK		3409832974	04/03/2019	190613	108.96	
	400-650-559	LOCKLAND BL LTHR B&T CHAIR (2)		3409991851	04/05/2019	190556	256.42	
	400-650-500	HP 952XL/952 STD CLR 4/PK		3410593257	04/09/2019	190652	217.92	
400	CORE & MAIN LP	191931	05/07/2019	04/30/2019			1,412.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-583	3 MINUTE SMOKE BOMB 12/BX (10)		K185685	04/08/2019	190635	1,056.00	
	400-651-581	4 SCH40 PVC PIPE SWB 20' (120)		K420377	04/23/2019	190672	356.40	
400	MUSCO-GULFPORT 1227	191932	05/07/2019	04/30/2019			1,067.70	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-683	12X20 N12 SLD HDPE PIPE (120)		0633689	04/10/2019	190653	828.00	
	400-651-683	12 MLD N12 S/T 90 (2)		0633689	04/10/2019	190653	239.70	
400	KEEN SOLUTIONS LLC	191936	05/07/2019	04/30/2019			2,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-582	GATLIN ASSY: POLYMER FEED PUMP		K7101	04/10/2019	190554	2,500.00	
400	J H WRIGHT & ASSOCIATES INC	191942	05/07/2019	04/30/2019			3,900.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-583	KEEN GRINDER KIT ASSY (3)		414559	04/15/2019	190608	3,900.00	

FUND TOTAL 400 Claims to Checks 26 Total 237,953.30 Manual Held Total 237,953.30

Docket of Claims
Release date from 05/07/2019 thru 05/07/2019

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	APPLEWHITE INDUSTRIES INC	191831	05/07/2019	04/23/2019			66.00	
	Account Number: 404-677-695	Description: MAR 2019 22 @ 3.00		Invoice #: 3672	Date: 03/31/2019	P.O.	Amount: 66.00	
FUND TOTAL 404	Claims to	Checks 1 Total		66.00	Manual	Held	Total	66.00

Docket of Claims
Release date from 05/07/2019 thru 05/07/2019

SUMMARY OF ALL FUNDS

FUND 1	Claims	to	Checks	62	Total	243,349.11	Manual	Held	Total	243,349.11
FUND 130	Claims	to	Checks	2	Total	14,607.28	Manual	Held	Total	14,607.28
FUND 157	Claims	to	Checks	4	Total	6,122.24	Manual	Held	Total	6,122.24
FUND 160	Claims	to	Checks	1	Total	102,753.70	Manual	Held	Total	102,753.70
FUND 172	Claims	to	Checks	1	Total	5,177.99	Manual	Held	Total	5,177.99
FUND 176	Claims	to	Checks	9	Total	6,838.87	Manual	Held	Total	6,838.87
FUND 300	Claims	to	Checks	1	Total	11,700.00	Manual	Held	Total	11,700.00
FUND 303	Claims	to	Checks	1	Total	2,252.31	Manual	Held	Total	2,252.31
FUND 351	Claims	to	Checks	2	Total	25,025.60	Manual	Held	Total	25,025.60
FUND 353	Claims	to	Checks	1	Total	9,616.46	Manual	Held	Total	9,616.46
FUND 354	Claims	to	Checks	2	Total	24,501.00	Manual	Held	Total	24,501.00
FUND 400	Claims	to	Checks	26	Total	237,953.30	Manual	Held	Total	237,953.30
FUND 404	Claims	to	Checks	1	Total	66.00	Manual	Held	Total	66.00
Total for all Funds			Checks	113	Total	689,963.86	Manual	Held	Total	689,963.86

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting:	**May 7, 2019**
Title:	**Authorization to accept the donation of eight (8) Motorola XTS 2500 portable radios from the Jackson County Office of Emergency Services**
Introduced by:	
Contact Person/Telephone	**Chief Dante Elbin 497-8007**

Summary Explanation: Authorization to accept the donation of eight (8) Motorola radios for the Gautier Police Department from Jackson County Office of Emergency Services.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2019

WHEREAS, the Jackson County Office of Emergency Services has no use for eight (8) Motorola XTS 2500 portable radios and is asking the Jackson County Board of Supervisors to remove them from the county inventory; and

WHEREAS, the Gautier Police Department would benefit from the use of these radios for public safety initiatives, specially assisting with the Gautier Police Department's Special Response Team; and

WHEREAS, Jackson County Office of Emergency Services has offered to donate to Gautier eight (8) Motorola XTS 2500 portable radios; and

WHEREAS, the Gautier Police Department desires to accept the radios and place them on the city inventory; and

WHEREAS, The Mayor and Council Members find that acceptance of the eight (8) Motorola XTS 2500 portable radios is in the best interest of the City of Gautier and the Gautier Police Department;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that acceptance of the eight (8) Motorola XTS 2500 portable radios from Jackson County Office of Emergency Services is hereby authorized.

IT IS FURTHER ORDERED that the City Manager or City Clerk 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 May 7, 2019.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Danny Selover, Police
Date: 4/18/2019
Subject: Request Donation from Jackson County Office of Emergency Services

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REQUEST:
The Gautier Police Department is seeking authorization from the City Council to accept the donation of (8) eight Motorola XTS 2500 portable radios to be placed on the police department inventory.

BACKGROUND:
The Jackson County Office of Emergency Services has no use for these radios and will consider them as surplus inventory. The Gautier Police Department would benefit from the use of these radios for public safety initiatives, specifically assisting with the Gautier Police Department's Special Response Team.

DISCUSSION:
The Jackson County Office of Emergency Services consider the radios surplus, therefore, they are asking the Jackson County Board of Supervisors to remove it from the county inventory. The Gautier Police Department would like to request these radios for the City of Gautier Police Department.

RECOMMENDATION:
The City Council allow the Gautier Police Department to accept these radios and place them on our master inventory.

ATTACHMENTS:
1. xts2500

GAUTIER POLICE DEPARTMENT

3329 HIGHWAY 90 - GAUTIER, MS 39553
(228) 497-2486 Fax (228) 497-8018

April 18, 2019

Office of Emergency Services
600 Convent Avenue
Pascagoula, MS 39567

RE: Request Donation of (8) eight Motorola XTS 2500 portable radios

Director Earl Etheridge,

The Gautier Police Department respectfully requests your consideration and approval in transferring (8) eight Motorola XTS 2500 portable radios directly to the Gautier Police Department to be used for the provision of public safety initiatives.

Thank you for your consideration of this request,

Sincerely,

Captain

CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet

Council Meeting:	**May 7, 2019**
Title:	**Authorization to deem four damaged desks from Gautier Historic Preservation Committee Room in Clearwater Building as surplus.**
Introduced by:	
Contact Person/Telephone	**Scott Ankerson 497-8000 ext. 312**

Summary Explanation: Authorization to deem four damaged desks from Gautier Historic Preservation Committee Room in Clearwater Building as surplus.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

RESOLUTION NUMBER 000-2019

RESOLUTION OF THE CITY OF GAUTIER, MISSISSIPPI REMOVING VARIOUS ITEMS OF OFFICE EQUIPMENT FROM INVENTORY AND DECLARING EQUIPMENT SURPLUS

WHEREAS, the Gautier Planning Department is requesting the following items be removed from inventory and declared surplus: Four damaged desks, three of the desks do not have inventory stickers and one desk has inventory sticker #308; and

WHEREAS, the Mayor and Members of the Council have determined that, given the age and condition of the desks, 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 desks are hereby removed from inventory and declared surplus.

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

The motion to approve the foregoing resolution was made by **BLANK,** seconded by **BLANK,** and the following vote was recorded:

AYES:

NAYS:

WHEREUPON, the Mayor and Members of the Council of the City of Gautier, Mississippi, declared the motion carried and the Resolution adopted this the 7th, May, 2019.

_____
MAYOR

ATTEST:

_____
CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of May 7, 2019.

CITY OF GAUTIER
MEMORANDUM

To:	Paula Yancey, City Manager
From:	Ramona Morgan, Planning Technician
Date:	4/22/2019
Subject:	Authorization to deem four damaged desks from Gautier Historic Preservation Committee Room in Clearwater Building as surplus.

REQUEST:

City Council authorization is requested for the City to remove four damaged desks out of the Historic Preservation Committee Room and disposed of.

BACKGROUND:

The desks are in disrepair and not able to be utilized. Three of the desks do not have an inventory sticker on them. One desk has inventory sticker #308. The desks are stacked up in the the Historic Preservation Committee Room taking up valuable space.

DISCUSSION:

It is unclear where the desks came from and the last time they were utilized.

RECOMMENDATION:

Planning Department recommends that City Council authorize the removal of the above mentioned desks from city inventory and declare them as surplus/rubbish.

ATTACHMENTS:

CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting:	**May 7, 2019**
Title:	**Approval of a lease purchase agreement with Hancock Whitney Bank for the purchase of a 2019 Ford F150 Crew Cab 4X4 Truck with camper shell for the Fire Department**
Introduced by:	
Contact Person/Telephone	**Sherry Farabee 497-8007 ext. 304**

Summary Explanation: Approval of a lease purchase agreement with Hancock Whitney Bank in the amount of $36,670.00 for the purchase of a 2019 Ford F150 Crew Cab 4X4 Truck with camper shell for the Fire Department

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, the Gautier Fire Department desires to purchase a 2019 Ford F150 Crew Cab 4X4 Truck with camper shell from Courtesy Motors, Inc. in Hattiesburg Ms.; and

WHEREAS, in accordance with this year's budget, the purchase will be financed under a lease purchase agreement for $36,670.00 through Hancock Whitney Bank for a three (3) year term at a 4.80% interest rate; and

WHEREAS, the purchase was budgeted to minimize impact on the general fund budget;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City of Gautier is hereby authorized to enter into a lease purchase agreement with Hancock Whitney Bank in the amount of $36,670.00 for the purchase of a 2019 Ford F150 Crew Cab 4X4 Truck with camper shell. This purchase is from Courtesy Motors, Inc. in Hattiesburg, Ms.

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 May 7, 2019.

CITY OF GAUTIER
MEMORANDUM

To:	Paula Yancey, City Manager
From:	Sherry Farabee, Purchasing Agent
Date:	4/23/2019
Subject:	Approval of lease purchase agreement with Hancock Whitney Bank for one 2019 Ford F150 Crew Cab 4X4 Truck with camper shell for the Fire Department.

REQUEST:

City Council approval is requested for the City to enter into a lease purchase agreement with Hancock Whitney Bank in the amount of $36,670.00 for one 2019 Ford F150 Crew Cab 4X4 Truckwith camper shell. This truck will be for the Fire Department.

BACKGROUND:

The City received two quotes for the truck and Courtesy Motors, Inc in Hattiesburg, MS had the better rate. In accordance with this year's budget, we will be financing $36,670.00 by a lease purchase agreement from Hancock Whitney Bank for a three year term at 4.80% interest rate.

DISCUSSION:

This purchase was discussed and approved during the budget process. The purchase was budgeted this way to minimize impact on the general fund budget.

RECOMMENDATION:

Based on the interest rate of 4.80% from Hancock Whitney Bank, City staff recommends the City Council authorize the lease purchase agreement in the amount of $36,670.00.

ATTACHMENTS:

1. Hancock Whitney lease purchase interest rate quote for 2019 Ford F150 for Fire Department

VIA EMAIL

April 15, 2019

Mayor and City Council
City of Gautier, Mississippi
C/o Sherry Farabee-City of Gautier Purchase Agent

Re: Lease Purchase Financing – One (1) New 2019 F150 Crew Cab

Gentlemen:

We understand that the City of Gautier, Mississippi is considering lease–purchase financing for One (1) New 2019 F150 Crew Cab (hereinafter the "Equipment") under the authority of Sec. 31-7-13(e) of the Miss. Code of 1972, as amended. The Equipment has a total cost of $36,670.00 and 100% of the cost will be lease-purchase financed.

The rates provided below assumes that the debt will be designated as "bank-qualified" tax exempt within the meaning of Sec. 265(b)(3) of the Internal Revenue Code of 1986, as amended. If it is determined that the City is ineligible to issue bank-qualified debt this calendar year, different rates will apply.*

Amount Financed:	**Terms**:**	**Rate:**
$36,670.00	**3 Annual payments @ $13,415.10 per Year**	**4.80%**

* *Determination of taxability would be the responsibility of the City's legal counsel.*
** *The City will certify that the Equipment will not be replaced by other equipment, performing the same or similar functions, until the term of the financing option expires.*

P.O. Box 4019 Gulfport, MS 39502
P (228) 563-5708 | F (228) 563-5721
www.hancockwhitney.com

This proposal assumes compliance by the City with applicable state and federal law governing borrowings by political subdivisions. In addition, normal Bank credit approval requirements for lending to these types of entities would apply. Credit approval includes approval of both the manufacturer and vendor of the Equipment to be purchased. Necessary documentation would include, but not be limited to, a legal and tax opinion from issuer's legal counsel. Liability and physical damage insurance would be required with Hancock Whitney Bank being shown as the additional insured and/or loss payee as its interest may appear.

This proposal is good if accepted within 30 days and the obligation is funded within 60 days of the date of this letter.

Thank you for considering Hancock Whitney Bank for your Governmental Leasing needs!

Sincerely,

HANCOCK WHITNEY BANK

Jonathan King
Government Leasing
Public Finance Department

CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet

Council Meeting:	**May 7, 2019**
Title:	**Approval of a lease purchase agreement with Hancock Whitney Bank for the purchase of a HIDTA 2019 Ford F150 Crew Cab 4X4 Truck for the Police Department**
Introduced by:	
Contact Person/Telephone	**Sherry Farabee 497-8007 ext. 304**

Summary Explanation: Approval of a lease purchase agreement with Hancock Whitney Bank in the amount of $32,213.00 for the purchase of a HIDTA 2019 Ford F150 Crew Cab 4X4 Truck for the Police Department

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, the Gautier Police Department desires to purchase a HIDTA 2019 Ford F150 Crew Cab 4X4 Truck from Estrabrook, Inc. in Pascagoula Ms.; and

WHEREAS, this purchase will be financed under a lease purchase agreement for $32,213.00 through Hancock Whitney Bank for a three (3) year term at a 4.80% interest rate with payments beginning in FY 2020. This was done to minimize impact on the general fund budget; and

WHEREAS, The City of Gautier participates in the Gulf Coast HIDTA initiative; and

WHEREAS, this vehicle will be a reimbursement package purchased under the High Intensity Drug Trafficking Areas (HIDTA), to provide assistance to Federal, State, Local and Tribal Law enforcement agencies operating in areas determined to be critical drug-trafficking regions of the United States; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City of Gautier is hereby authorized to enter into a lease purchase agreement with Hancock Whitney Bank in the amount of $32,213.00 for the purchase of a HIDTA 2019 Ford F150 Crew Cab 4X4 Truck. This purchase is from Estrabrook, Inc. in Pascagoula, Ms.

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 May 7, 2019.

CITY OF GAUTIER
MEMORANDUM

To:	Paula Yancey, City Manager
From:	Sherry Farabee, Purchasing Agent
Date:	4/25/2019
Subject:	Approval of lease purchase agreement with Hancock Whitney Bank for one HIDTA 2019 Ford F150 4X4 Crew Cab for the Police Department.

REQUEST:

City Council approval is requested for the City to enter into a lease purchase agreement with Hancock Whitney Bank in the amount of $32,213.00 at an interest rate of 4.80% for one 2019 Ford F150 4X4 Crew Cab. This truck will be the HIDTA vehicle for the Police Department.

BACKGROUND:

The City received two quotes for the truck and the quotes were for the same amount but Estabrook is located closer to the City and will acquire the truck sooner. This vehicle will be a reimbursement package purchased under the High Intensity Drug Trafficking Areas (HIDTA), to provide assistance to Federal, State, Local and Tribal Law enforcement agencies operating in areas determined to be critical drug-trafficking regions of the United States. The City of Gautier participates in the Gulf Coast HIDTA initiative.

DISCUSSION:

As part of the HIDTA reimbursement package, the City of Gautier receives an allowance of $25,200.00 to purchase a vehicle to be used exclusively by the officer assigned as the full time HIDTA agent. This allowance is paid quarterly at a rate of $2,100.00 for a three year period. This vehicle is subject to a mileage limitation and must be replaced when that mileage is exceeded. It is now time to replace the current HIDTA vehicle.

The initial expenditure will be offset by budgeted loan proceeds. The purchase was budgeted this way as a three year loan. This was done to minimize impact on the general fund budget. Payments will begin in FY 2020.

RECOMMENDATION:

Based on the interest rate of 4.80% from Hancock Whitney Bank, City staff recommends the City Council authorize the lease purchase agreement in the amount of $32,213.00.

ATTACHMENTS:

1. Hancock Whitney lease purchase interest rate quote for 2019 F150 Crew Cab for Police Department

VIA EMAIL

April 25, 2019

Mayor and City Council
City of Gautier, Mississippi
C/o Sherry Farabee-City of Gautier Purchase Agent

Re: Lease Purchase Financing – One (1) New 2019 F150 Crew Cab

Gentlemen:

We understand that the City of Gautier, Mississippi is considering lease–purchase financing for One (1) New 2019 F150 Crew Cab (hereinafter the "Equipment") under the authority of Sec. 31-7-13(e) of the Miss. Code of 1972, as amended. The Equipment has a total cost of $32,213.00 and 100% of the cost will be lease-purchase financed.

The rates provided below assumes that the debt will be designated as "bank-qualified" tax exempt within the meaning of Sec. 265(b)(3) of the Internal Revenue Code of 1986, as amended. If it is determined that the City is ineligible to issue bank-qualified debt this calendar year, different rates will apply.*

Amount Financed:	**Terms**:**	**Rate:**
$32,213.00	**3 Annual payments @ $11,784.59 per Year**	**4.80%**

* *Determination of taxability would be the responsibility of the City's legal counsel.*
** *The City will certify that the Equipment will not be replaced by other equipment, performing the same or similar functions, until the term of the financing option expires.*

P.O. Box 4019 Gulfport, MS 39502
P (228) 563-5708 | F (228) 563-5721
www.hancockwhitney.com

This proposal assumes compliance by the City with applicable state and federal law governing borrowings by political subdivisions. In addition, normal Bank credit approval requirements for lending to these types of entities would apply. Credit approval includes approval of both the manufacturer and vendor of the Equipment to be purchased. Necessary documentation would include, but not be limited to, a legal and tax opinion from issuer's legal counsel. Liability and physical damage insurance would be required with Hancock Whitney Bank being shown as the additional insured and/or loss payee as its interest may appear.

This proposal is good if accepted within 30 days and the obligation is funded within 60 days of the date of this letter.

Thank you for considering Hancock Whitney Bank for your Governmental Leasing needs!

Sincerely,

HANCOCK WHITNEY BANK

Jonathan King
Government Leasing
Public Finance Department

CITY OF GAUTIER
Consent Agenda Item #5
Fact Sheet

Council Meeting:	**May 7, 2019**
Title:	**Authorization to waive the deposit ($30) and rental fee ($100) associated with the use of the pavilions at George Martin City Park for the Mississippi Power and Singing River Electric's Pascagoula River Renew Our Rivers Effort**
Introduced by:	
Contact Person/Telephone	**Chassity Bilbo 497-8000 ext. 317**

Summary Explanation: Authorization to waive the deposit ($30) and rental fee ($100) associated with the use of the pavilions at George Martin City Park for the Mississippi Power and Singing River Electric's Pascagoula River Renew Our Rivers Effort

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:

RESOLUTION NUMBER 000-2019

RESOLUTION APPROVING WAIVER OF GEORGE MARTIN CITY PARK DEPOSIT AND RENTAL FEE FOR MISSISSIPPI POWER AND SINGING RIVER ELECTRIC'S PASCAGOULA RIVER RENEW OUR RIVERS EFFORT TO BE HELD ON MAY 17, 2019

WHEREAS, Mississippi Power and Singing River Electric have partnered in the Pascagoula River Renew Our Efforts; and

WHEREAS, these entities seek to stage this effort at Gautier City Park on May 17, 2019, which will include use of the relevant pavilion areas; and

WHEREAS, these entities have requested that the City waive the deposit ($30.00) and rental fee ($100.00) associated with use of the pavilions;

WHEREAS, the Mayor and Members of the Council have determined that the effort is a qualified community service programs; and

WHEREAS, THE Mayor and Members of the Council have determined that the effort has received additional funds and resources from other sources which match and exceed the amounts herein waived;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the deposit ($30.00) and rental fee ($100.00) associated with use of the pavilions is hereby waived for the Pascagoula River Renew Our Effort on May 17, 2019; and

BE IT FURTHER RESOLVED THAT, the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose.

Motion was made by **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 May 7, 2019.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 4/30/2019
Subject: Approval to waive the deposit in the amount of ($30.00) and rental fee in the amount of ($100.00) associated with the use of the pavilions at George Martin City Park for the Mississippi Power and Singing River Electric's Pascagoula River Renew Our Rivers Effort

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REQUEST:
The Recreation Department received a request from Singing River Electric to waive all associated pavilion fees for Mississippi Power and Singing River Electric's Pascagoula River Renew Our Rivers Effort to be launched from George Martin City Park on May 17, 2019.

BACKGROUND:
Mississippi Power has been cleaning up local waterways through renew our Rivers for the last 12 years. They have collected over 50 tons of trash and debris. Cleaning the waterways help preserve natural resources for future generations to use and enjoy. Clean up efforts include the Pascagoula River, Gulfport Lake, Boley Creek, Okatoma River, Red Creek, Wolf River and Bay St. Louis. Pavilion B at George Martin City Park will be used as a staging area for the volunteers the day of the cleanup.

DISCUSSION:
Singing River Electric has partnered with Mississippi Power this year on the Pascagoula River cleanup. Singing River Electric is a stakeholder in the City of Gautier and these community partnerships are beneficial to the City and its residents. This effort is a qualified community service program.

RECOMMENDATION:
The Recreation Department recommends that City Council waive the deposit in the amount of ($30.00) and rental fee in the amount of ($100.00) associated with the use of the pavilions for the Mississippi Power and Singing River Electric's Pascagoula River Renew Our Rivers Effort. The Recreation Department has determined that it is in the best interest of the City to waive all associated fees, as this event is an economic tool that brings favorable notice the opportunities, possibilities, and resources of the City of Gautier.
The City Council may:
Approve to waive the deposit in the amount of ($30.00) and rental fee in the amount of ($100.00) associated with use of the pavilions at George Martin City Park for Mississippi Power and Singing River Electric's Pascagoula River Renew Our Rivers Effort; orNot approve to the deposit in the amount of ($30.00) and rental fee in the amount of ($100.00) associated with the use of pavilions at George Martin City Park for Mississippi Power and Singing River Electric's Pascagoula River Renew Our Rivers Effort.

ATTACHMENTS:
1. 2019 SREPA Renew our Rivers

Singing River Electric Cooperative
A Touchstone Energy® Cooperative

500 Highway 90
Gautier, Mississippi 39553

April 22, 2019

Thank you for your interest in sponsoring Mississippi Power and Singing River Electric's Pascagoula River, Renew Our Rivers effort.

Mississippi Power has been cleaning up local waterways through Renew Our Rivers for the last 14 years. They have collected over 50 tons of trash and debris. Cleaning our waterways helps preserve natural resources for future generations to use and enjoy.

Cleanup efforts include The Pascagoula River, Gulfport Lake, Boley Creek, Okatoma River, Red Creek, Wolf River and Bay St Louis.

This year Singing River Electric will again partner with Mississippi Power on the Pascagoula River cleanup. As a stakeholder in the City of Gautier you will be pleased to know that our cleanup efforts will be launched from Gautier City Park.

Our specific request from the City of Gautier are listed below:

1. Use of City Park and boat launch for staging area
2. Waive reservation and associated fees for the use of pavilion
3. Consideration of in-kind services, such as a dumpster to place trash collected from the river system during the event.

We appreciate your support of this worthwhile initiative.

If you have any questions, please call Nick DeAngelo at 228-497-1313, Singing River Electric. Courtney VanderSchaaf at 228-897-6402 or Charles Blount 228-897-6448, Mississippi Power Renew Our Rivers Coordinators or Kristi Malley 228-897-6421, Mississippi Power Administrative Assistant.

(Examples of donated items include but are not limited to: Gift cards, lunch for cleanup, raffle items, drinks/snacks)

Sincerely,

Nick DeAngelo
Manager of Energy Services
Singing River Electric Cooperative

CITY OF GAUTIER
Consent Agenda Item #6
Fact Sheet

Council Meeting:	**May 7, 2019**
Title:	**Authorization to accept monetary donations for the City of Gautier's Cruisin' Through the Decades Event**
Introduced by:	
Contact Person/Telephone	**Chassity Bilbo 497-8000 ext. 317**

Summary Explanation: Authorization to accept the following monetary donations for the City of Gautier's Cruisin' Through the Decades Event to be held October 6, 2019 from 11:00 A.M. – 4:00 P.M.: Patron Sponsor- $200.00 – Jerry Lee's, Patron Sponsor- $250.00 – Foster's Air Cond. & Heating, Inc., Bronze Sponsor – $500.00 - Seymour Engineering, Bronze Sponsor - $500.00 – Mallette Brothers Construction Co. Inc., Bronze Sponsor - $500.00 – The Peoples Bank, Silver Sponsor - $1000.00 – Jason Pilger Hyundai, Silver Sponsor - $1000.00 – Heflin Engineering, Silver Sponsor - $1000.00 – Chevron Products Company.

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 23rd Annual Cruisin' the Coast will be held October 6, 2019 through October 13, 2019 on the Mississippi Gulf Coast and will feature activities like cruise-ins, headline bands & oldies entertainment, a swap meet, the CTC/Vicari Auto Auction and much more; and

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

WHEREAS, several sponsors have offered donations to the City for the purpose of hosting this event; and

WHEREAS, the Mayor and Council Members have determined that acceptance of these donations 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 following monetary donations for the City of Gautier's Cruisin' Through the Decades Event to be held October 6, 2019 from 11:00 A.M. – 4:00 P.M. are hereby approved.

Patron Sponsor	Jerry Lee's	$200.00
Patron Sponsor	Foster's Air Conditioning & Heating, Inc.	$250.00
Bronze Sponsor	Seymour Engineering	$500.00
Bronze Sponsor	Mallette Brothers Construction Co. Inc.	$500.00
Bronze Sponsor	The Peoples Bank	$500.00
Silver Sponsor	Jason Pilger Hyundai	$1000.00
Silver Sponsor	Heflin Engineering	$1000.00
Silver Sponsor	Chevron Products Company	$1000.00

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

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

AYES:

NAYS:

_____

MAYOR

ATTEST:

_____

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of May 7, 2019.

CITY OF GAUTIER
MEMORANDUM

To:	Paula Yancey, City Manager
From:	Chassity Bilbo, Recreation Director
Date:	4/30/2019
Subject:	Approval to accept a monetary donation for The City of Gautier's Cruisin' Through the Decades Event

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REQUEST:

The Recreation Department is seeking authorization from City Council to accept the following monetary donation for the City of Gautier's Cruisin' Through the Decades Event held on October 6, 2019.

BACKGROUND:

The 23 rd Annual Cruisin' the Coast will be held October 6-13, 2019 on the Mississippi Gulf Coast and will feature activities like cruise-ins, headline bands & oldies entertainment, a swap meet, the CTC/Vicari Auto Auction and much more. The City of Gautier has been approved to host a one day event called, Cruisin' Through the Decades that will take place October 6, 2019 from 11 a.m. – 4 p.m. This is an excellent opportunity for the City of Gautier to promote and bring favorable recognition to the City of Gautier and will have a great economic impact to the local businesses within the City of Gautier.

DISCUSSION:

The City of Gautier has received monetary donations from the following sponsors:

1.	Patron Sponsor	Jerry Lee's	$200.00
2.	Patron Sponsor	Foster's Air Conditioning & Heating, Inc	$250.00
3.	Bronze Sponsor	Seymour Engineering	$500.00
4.	Bronze Sponsor	Mallette Brothers Construction Co. Inc.	$500.00
5.	Bronze Sponsor	The Peoples Bank	$500.00
6.	Silver Sponsor	Jason Pilger Hyundai	$1000.00
7.	Silver Sponsor	Heflin Engineering	$1000.00
8.	Silver Sponsor	Chevron Products Company	$1000.00

RECOMMENDATION:

The Recreation Department recommends that City Council approve the above monetary donation for the Cruisin Through the Decades Event.

The City Council may:

1. Approve the monetary donations listed above ; or
2. Not approve the monetary donations listed above.

ATTACHMENTS:

1. Sponsorship Checks 5.7.19

CAST ONLY IF ALL CheckLock SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

SEYMOUR ENGINEERING, PLLC
925 TOMMY MUNRO DRIVE
SUITE G
BILOXI, MS 39532
(228) 385-2350

BANCORPSOUTH BANK
BILOXI, MS 39530
85-127/842

8025

4/22/19

PAY TO THE ORDER OF CITY OF GAUTIER $**500.00

Five Hundred and 00/100********** DOLLARS

PROTECTED AGAINST FRAUD

CITY OF GAUTIER
ATTENTION: CHASSITY BILBO
3330 HIGHWAY 90
GAUTIER, MS 39553

MEMO
BRONZE SPONSOR

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED FIBERS

113321

FOSTER'S AIR CONDITIONING AND HEATING, INC.
P.O. BOX 606
GAUTIER, MISSISSIPPI 39553
PHONE: 228/497-2285

HANCOCK BANK
PASCAGOULA, MISSISSIPPI

85-368/655

4/17/2019

PAY TO THE ORDER OF CITY OF GAUTIER $ **250.00

Two Hundred Fifty and 00/100********** DOLLARS

FOSTER'S AIR CONDITIONING AND HEATING, INC.

CITY OF GAUTIER
ACCOUNTS PAYABLE DEPT.
P O BOX 670
GAUTIER, MS 39553

MEMO
crusin the coast

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK - TOUCH FOR HEAT - IF IT TURNS LIGHT, DISAPPEARS WITH HEAT

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES MICROPRINTED ENDORSEMENT LINES AND ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

JERRY LEE'S GROCERY NO. 1
HOME OF PRIME MEATS
1417 HIGHWAY 90
GAUTIER, MS 39553
228-497-2730

MERCHANTS AND MARINE BANK
PO DRAWER 729
PASCAGOULA, MS 39567
85-136/653

112375

********** Two Hundred AND 00/100 DOLLARS **********

DATE	CHECK NO.	AMOUNT
04/18/19	112375	*******200.00

PAY TO THE ORDER OF
CITY OF GAUTIER
3330 HWY 90
GAUTIER MS 395535124

Mark Lee
Susan Lee Harris
AUTHORIZED SIGNATURE

HEAT SENSITIVE COLOR FADES WITH HEAT

THIS CHECK HAS A COLORED BACKGROUND AND CONTAINS MULTIPLE SECURITY FEATURES. SEE BACK FOR DETAILS.

JASON PILGER HYUNDAI
613 DE LA POINTE DRIVE
GAUTIER, MS 39553
(228) 522-3413

WELLS FARGO
61-375/622

038787

CHECK 038787

VOID VOID VOID

PAY One Thousand & NO/100 Dollars

TO THE ORDER OF

DATE 04/15/2019

AMOUNT $****1,000.00

CITY OF GAUTIER

JASON PILGER HYUNDAI
VOID AFTER 90 DAYS

HEAT SENSITIVE RUB AREA TO VERIFY

AUTHORIZED SIGNATURE

HEFLIN ENGINEERING, INC.
PO Box 47
Brandon, MS 39043-0047
(601)824-7569

8133

4-16 20 19

85-194/653

PAY TO THE ORDER OF City of Gautier $ 1,000.00

one thousand & 00/100 DOLLARS

Security features are included. Details on back.

BankPlus

FOR Cruisin thru Decades - Silver

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM

MALLETTE BROTHERS CONSTRUCTION CO., INC.
GENERAL FUND
3708 HWY 90 PH (228) 497-2523
GAUTIER, MS. 39553

HANCOCK BANK
Pascagoula, Mississippi
85-368
655

DATE 04/18/19

CHECK NO. 074329

74329

PAY **FIVE HUNDRED AND XX / 100 DOLLARS

$ **500.00

PAY TO THE ORDER OF
CITY OF GAUTIER
P. O. BOX 330
GAUTIER, MS 39553

MALLETTE BROTHERS CONSTRUCTION CO., INC.

Chevron

Chevron Products Company
A Division of Chevron U.S.A. Inc.
P.O. Box 6042
San Ramon CA 94583

62-20
311

No. 0024077060

04/22/2019

PAY TO ORDER OF
CITY OF GAUTIER MISSISSIPPI
3330 HWY 90
GAUTIER MS 39553

$$$$$$$$$$1,000.00

NOT VALID AFTER 1 YEAR

Chevron
AUTHORIZED SIGNATURE

One Thousand and 00/100 Dollars

CITIBANK, N.A.
ONE PENN'S WAY, NEW CASTLE, DE 19720

THIS DOCUMENT CONTAINS A WATERMARK BACKER, VOID PANTO, AND DIGITAL MICRO VALIDATION

VOID VOID VOID VOID VOID

EXPENSE CHECK

86-75
655

127107

THE PEOPLES BANK

P.O. DRAWER 529
BILOXI, MISSISSIPPI 39533-0529

DATE	CHECK NO.	CHECK AMOUNT
4/26/2019	127107	$500.00

VOID VOID

PAY
FIVE HUNDRED AND 00/100 DOLLARS

VOID VOID

TO THE ORDER OF
City Of Gautier
ATT: CHASSITY BILBO
3330 HWY 90
GAUTIER, MS 39553

MP

AUTHORIZED SIGNATURE

DMV

DIGITAL MICRO VALIDATION (DMV): CONSECUTIVELY NUMBERED MICRO PRINT SIGNATURE LINE MATCHES CONSECUTIVE MICR & GOTHIC - VIEW UNDER MAGNIFICATION FOR AUTHENTICATION

CITY OF GAUTIER
Consent Agenda Item #7
Fact Sheet

Council Meeting:	**May 7, 2019**
Title:	**Authorization to enter into FY2019 Tidelands Grant Agreement – Town Commons Park Project (FY19-P618-03)**
Introduced by:	
Contact Person/Telephone	**April Havens 497-8000 ext. 315**

Summary Explanation: Authorization to enter into a grant agreement with the Mississippi Department of Marine Resources (MDMR) for FY2019 Tidelands funding for the Town Commons Park Project in the amount of $250,000.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2019

WHEREAS, on April 19, 2019, the City of Gautier received a Tidelands Grant Agreement from the Department of Marine Resources for a FY2019 Tidelands grant award in the amount of $250,000 for the Town Commons Park Project. This project is provide innovative public access opportunities to the general public for recreational purposes; and

WHEREAS, Town Commons Park will include low impact amenities such as boardwalks, trails, wetland paths, observation areas, a festival lawn, and more. This unique 32-acre setting will provide areas for hiking, bird and wildlife viewing, as well as areas for entertainment and active play. The goal is to preserve the wetland and ecosystems in this area for the benefit of all who will use the park; and

WHEREAS, Phase I amenities and activities will include access roads, parking, Town Green (open lawn), restrooms/concessions, amphitheater, large pavilion, pickle ball/tennis/multi-use courts, and more, as funding allows.

WHEREAS, the Mayor and Council Members find that entering into this 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 City is hereby authorized to enter into a grant agreement with Mississippi Department of Marine Resources (MDMR) for FY2019 Tidelands funding for the Town Commons Park Project in the amount of $250,000.

IT IS FURTHER ORDERED that the City Manager or City Clerk 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 May 7, 2019.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 4/30/2019
Subject: FY2019 Tidelands Grant Agreement – Town Commons Park Project (FY19-P618-03)

REQUEST:

The Grants and Projects Department requests City Council authorization to enter into a grant agreement with the Mississippi Department of Marine Resources (MDMR) for FY2019 Tidelands funding for the Town Commons Park Project in the amount of $250,000.

BACKGROUND:

On April 19, 2019, the City of Gautier received a Tidelands Grant Agreement from the Department of Marine Resources for a FY2019 Tidelands grant award in the amount of $250,000.00 for the Town Commons Park Project.

DISCUSSION:

The goal of this project is to provide innovative public access opportunities to the general public for recreational purposes. This goal can be met through continued work to build a major urban park, Town Commons Park, that will include low impact amenities such as boardwalks, trails, wetland paths, observation areas, a festival lawn, and more. This unique 32-acre setting will provide areas for hiking, bird and wildlife viewing, as well as areas for entertainment and active play. The goal is to preserve the wetland and ecosystems in this area for the benefit of all who will use the park. Through careful planning and placement of the amenities, the site will be preserved and can be enjoyed by the all park visitors.

Phase I amenities and activities will include access roads, parking, Town Green (open lawn), restrooms/concessions, amphitheater, large pavilion, pickle ball/tennis/multi-use courts, and more, as funding allows.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize entering into a grant agreement with the Mississippi Department of Marine Resources (MDMR) for FY2019 Tidelands funding for the Town Commons Park Project in the amount of $250,000.

The City Council may:
1) Approve entering into a grant agreement with the Mississippi Department of Marine Resources (MDMR) for FY2019 Tidelands funding for the Town Commons Park Project in the amount of $250,000; or
2) Not approve entering into a grant agreement with the Mississippi Department of Marine Resources (MDMR) for FY2019 Tidelands funding for the Town Commons Park Project in the amount of $250,000.

ATTACHMENTS:

1. Grant Agreement
2. Award Letter

FY19-P618-03

MISSISSIPPI DEPARTMENT OF MARINE RESOURCES

Tidelands Grant Agreement
City of Gautier
FISCAL YEAR 2019

City of Gautier hereby agrees to expend funds as authorized by the Mississippi Legislature in H.B. 1606 2018 Regular Session and Mississippi Code Section 29-15-9.

The Mississippi Department of Marine Resources will disburse funds in the amount of **$ 250,000.00** for the Town Commons Park upon (1) receipt of this signed document; (2) MDMR possession of amended application with complete and final project designs and plans; (3) release of funds from the Mississippi Department of Finance and Administration; and (4) availability of said funds. The Mississippi Department of Marine Resources shall make progress payments in installments based on work completed and material used in the performance of a Tidelands project only after receiving written verification using Form TTF-3 (Attachment 1) and Form TTF-4 or Form TTF-5.

The **City of Gautier** agrees to:

1) Expend monies for the project as designated by the Legislature in H.B. 1606 2018 Regular Session Town Commons Park and Mississippi Code Section 29-15-9 and be subject to an audit by the State Auditor.

2) Provide the Department of Marine Resources with detailed reports beginning January 31, 2019, and every six months thereafter for the duration of project, using the attached form TTF-4 (Attachment 2). Project reports will include:
   - -Final project design and budget
   - -Benefits to the public and community
   - -Visual presentation (photographs) of project
   - -Narrative description of project
   - - Description of Work Completed
   - - Milestones for Completion
   - - Funds expended (to include Tidelands and Matching Funds)

3) Provide the Department of Marine Resources with a Notification of Completion – TTF-5 (to be included in final payment request-Form TTF-3) to include a detailed final report of entire project, using the attached forms (Attachment 3).

4) Erect a prominent, permanent sign to be displayed at all funded public access and construction related projects. The sign shall read "Funds for this project appropriated by the Mississippi Legislature, 2019 Tidelands Trust Fund, through the Secretary of State, Delbert Hosemann, and the Mississippi Department of Marine Resources."

On behalf of the **City of Gautier** I have read, understand, and agree to all terms listed above, and recognize that failure to comply with any portion of this Grant Agreement could jeopardize the receipt of any future Tidelands Trust Funds Appropriations.

_____ _____

Joe Spraggins, Executive Director
Department of Marine Resources

Date

_____ _____

Phil Torjusen, Mayor
City of Gautier

Date

STATE OF MISSISSIPPI
Phil Bryant
Governor

MISSISSIPPI DEPARTMENT OF MARINE RESOURCES
Joe Spraggins, Executive Director

April 19, 2019

Mayor Phil Torjusen
3330 Highway 90
Gautier, MS 39553

Re: Tidelands Grant Award – Town Commons Park

Dear Mayor Torjusen:

I am pleased to announce the City of Gautier has been awarded a Public Trust Tidelands grant for the above referenced project by the Mississippi Legislature. This award was authorized during the 2018 Mississippi Legislative session.

I have attached the Tidelands Grant Agreement, please sign and return on original to our office.

FY19- Town Commons Park- $250,000.00

Thank you for making the Mississippi Gulf Coast a better place to live and work. Please feel free to contact me at any time should the Mississippi Department of Marine Resources be of service to you, (P)228-523-4011 or joe.spraggins@dmr.ms.gov.

In appreciation,

Joe Spraggins
Executive Director

cc: April Havens

CITY OF GAUTIER
Consent Agenda Item #8
Fact Sheet

Council Meeting:	**May 7, 2019**
Title:	**Approval of water and sewer adjustments dated April 2019 in the amount of $28,133.88.**

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

Summary Explanation: Approval of water and sewer adjustments dated April 2019 in the amount of $28,133.88

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

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

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the attached list of water and sewer adjustments dated April, 2019 in the amount of $28,133.88 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 May 7, 2019.

APRIL 2019 UTILITY ADJUSTMENTS

THESE FOLLOW POLICY/ RECOMMEND APPROVAL

	100	400	195	130	800	TOTAL	REASON FOR
ACCT #	WATER	SEWER	L/C	CAPACITY	TAX	ADJ	ADJUSTMENT
003-03901-002		567.58	140.00			707.58	FAUCET
004-20241-000		976.06	140.00			1,116.06	UNDER SLAB
013-09901-000		362.87	105.00			467.87	HOT WATER HEATER
015-22601-000		1,537.72	140.00			1,677.72	BUSTED PIPE
020-08001-002		357.05	105.00			462.05	BUSTED PIPE
021-01901-005		181.29	105.00			286.29	HOT WATER HEATER
029-10701-002		1,014.35				1,014.35	LEAK IN WALL
031-07901-007		173.24	140.00			313.24	HOSE BIB
035-00351-000		81.28		50.00		131.28	FAUCET
039-13601-000		162.34				162.34	POOL FILL
041-17001-000	95.87	107.48	105.00			308.35	POLICE REPORT
044-04201-000		106.19	140.00			246.19	LEAK
047-14551-003		150.94				150.94	WATER SPICKET
047-19001-000		421.15	105.00			526.15	BUSTED PIPE
053-09701-001		81.85				81.85	BUSTED PIPE
065-24301-000	102.69	137.71	35.00	50.00	13.13	338.53	VALVE
089-01101-002	306.24	343.37				649.61	POLICE REPORT
089-19801-005	86.30	96.76	35.00			218.06	POLICE REPORT
090-09451-001		125.24				125.24	HOT WATER HEATER
095-17401-009		69.33				69.33	LEAK IN WALL
103-01601-002		86.30		50.00		136.30	OUTSIDE FAUCET
103-28001-000		249.48	35.00			284.48	SHOWER
110-34201-000		128.75	105.00			233.75	TUB FITTING
11619401000		258.08	105.00			363.08	BROKEN PIPE
116-20001-000		197.95				197.95	FAUCET
119-04201-009		143.36	140.00			283.36	LEAK IN WALL
125-25101-002		139.19	70.00			209.19	LEAK IN WALL
130-23701-000		16.19				16.19	POOL FILL
137-14201-002		242.71	70.00			312.71	OUTSIDE FAUCET
139-12101-001	7,728.68	8,665.49	70.00			16,464.17	POLICE REPORT
139-33051-000		272.50	70.00			342.50	BUSTED PIPE
139-48451-000		237.17				237.17	WASHING MACHINE
TOTAL	8,319.78	17,690.97	1,960.00	150.00	13.13	28,133.88	

COMPLETED

CITY OF GAUTIER
Consent Agenda Item #9
Fact Sheet

Council Meeting: May 7, 2019
Title: Approval of minutes from Recessed Council Meeting held April 16, 2019.

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

Summary Explanation: Approval of minutes from Recessed Council Meeting held April 16, 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 Recessed Council Meeting held April 16, 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 May 7, 2019.

Tuesday
April 16, 2019
Gautier, Mississippi

BE IT REMEMBERED THAT A RECESS MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held April 16, 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, Cameron George, Richard Jackson, Casey Vaughan, and Adam Colledge. Also present were Paula Yancey, City Manager; Cindy Russell, City Clerk; Josh Danos, City Attorney and other concerned citizens. Absent was Rusty Anderson.

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 Consult 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 (2) two 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

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

Councilman Colledge made the motion to approve the Agenda Order with the following revisions:

1. Revise Business Item #3 to reflect correct name of property owner as Lilla Vaughn Stephens and Leala Vaughn- Wyman.

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

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.

Presentation

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

2. Fair Housing Proclamation

3. Kids to Park Day Proclamation

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
IST 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

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

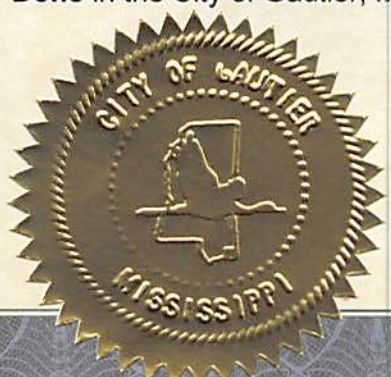
NOW THEREFORE, I, Phil Torjusen, Mayor of the City of Gautier, Mississippi do hereby proclaim May 18th, 2019,

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.



Mayor Phil Torjusen

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Councilman George made the motion to approve the abatement at 2876 Flounder Circle, Gautier, MS, as presented, and to charge the cost as a lien against the property with the abatement not to commence until 90 days from the date of this order. 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 068-2019

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 the City shall impose cost of abatement as an assessment against the property as provided by Miss. Code Ann 21-19-11 (4).

IT IS FURTHER ORDERED, that the abatement shall not commence until 90 days from day of this order.

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

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

NAYS: **None**

ABSENT: **Rusty Anderson**

_____

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 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

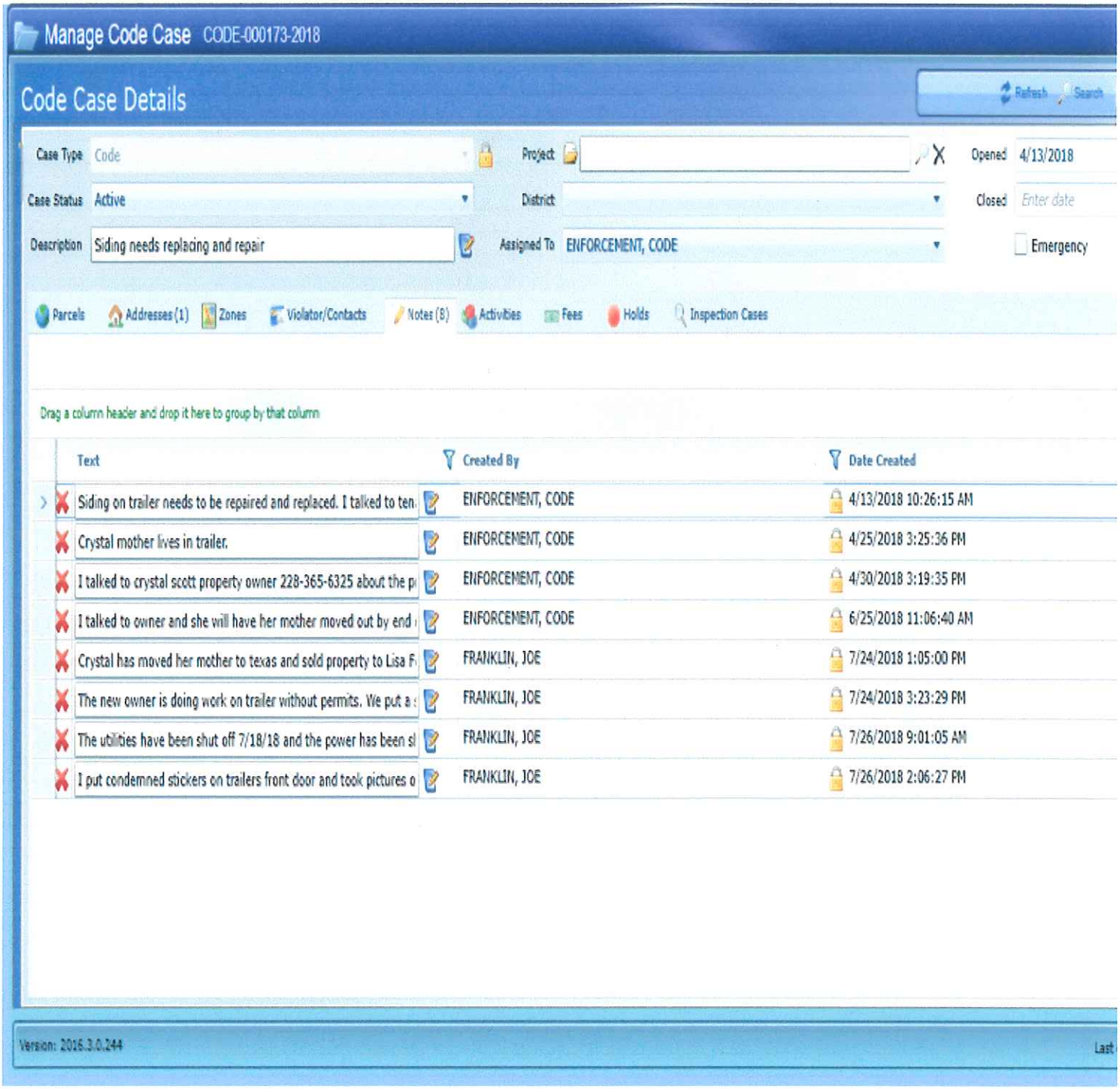
Tax Amount: 147 SQ FT: 0 Year Built: 1996

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

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 Rcpt#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

Property Link
JACKSON COUNTY, MS

Current Date **4/16/2019**

Tax Year 2018
Records Last Updated **4/15/2019**

PROPERTY DETAIL

OWNER	POWELL KEVIN G & CRYSTAL M	**ACRES :** **NA**
	C/O JIMMY ZDENEK	**LAND VALUE :** 2840
	7500 LAKERIDGE DR	**IMPROVEMENTS :** 4260
	OCEAN SPRINGS MS 39564	**TOTAL VALUE:** 7100
		ASSESSED : 1065
PARCEL	86304074.050	
ADDRESS	2876 FLOUNDER CR	

TAX INFORMATION

YEAR 2018	TAX DUE	PAID	BALANCE
COUNTY	54.71	54.71	0.00
CITY	45.80	45.80	0.00
SCHOOL	55.84	55.84	0.00
TOTAL	156.35	156.35	0.00

LAST PAYMENT DATE 1 / 23 / 2019

MISCELLANEOUS INFORMATION

EXEMPT CODE		**LEGAL**	LOT 55 POINT CLEAR RIVIERA S/D
HOMESTEAD CODE	None		SEC I PB 10-24 DB 1132-868
TAX DISTRICT	3840		(436 Map872.03-01)
PPIN	071972		TRL#990028 1996 16X80 HORTON
SECTION	03		
TOWNSHIP	8S		
RANGE	7W		

Book **Page**

PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES

Year	Sold To	Redeemed Date/By
2017	ECLIPSE 17 LLC	9/25/2018 JIMMY ZDENEK
2016	WILLIAM S MOLDREM	9/25/2018 JIMMY ZDENEK
2015	PATRICIA ZDENEK	9/25/2018 CONVEYANCE
2014	JIMMY ZDENEK	8/31/2017 SRYSTAL SCOTT
2013	JIMMY ZDENEK	8/18/2016 SCOTT CRYSTAL
2012	S & S PROPERTIES, LLC	8/26/2015 CRYSTAL SCOTT
2011	ADAIR ASSET MGMT LLC, /BMO HARRI	8/22/2014 CRYSTALL SCOTT
2010	HIGH SIERRA TAX SALE PROPERTIES	8/29/2013 CRYSTAL SCOTT
2009	WALTER H YATES JR	8/31/2012 SCOTT CRYSTAL

Councilman Colledge made the motion to approve the abatement at 2899 Flounder Circle, Gautier, MS, as presented, with the cost of abatement and a penalty of $1,500.00 assessed as a lien against the property. Councilwoman Martin seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 069-2019

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 the cost of the abatement and a penalty of $1,500.00 shall be assessed as lien on the property.

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

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

NAYS: **None**

ABSENT: **Rusty Anderson**

_____

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 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

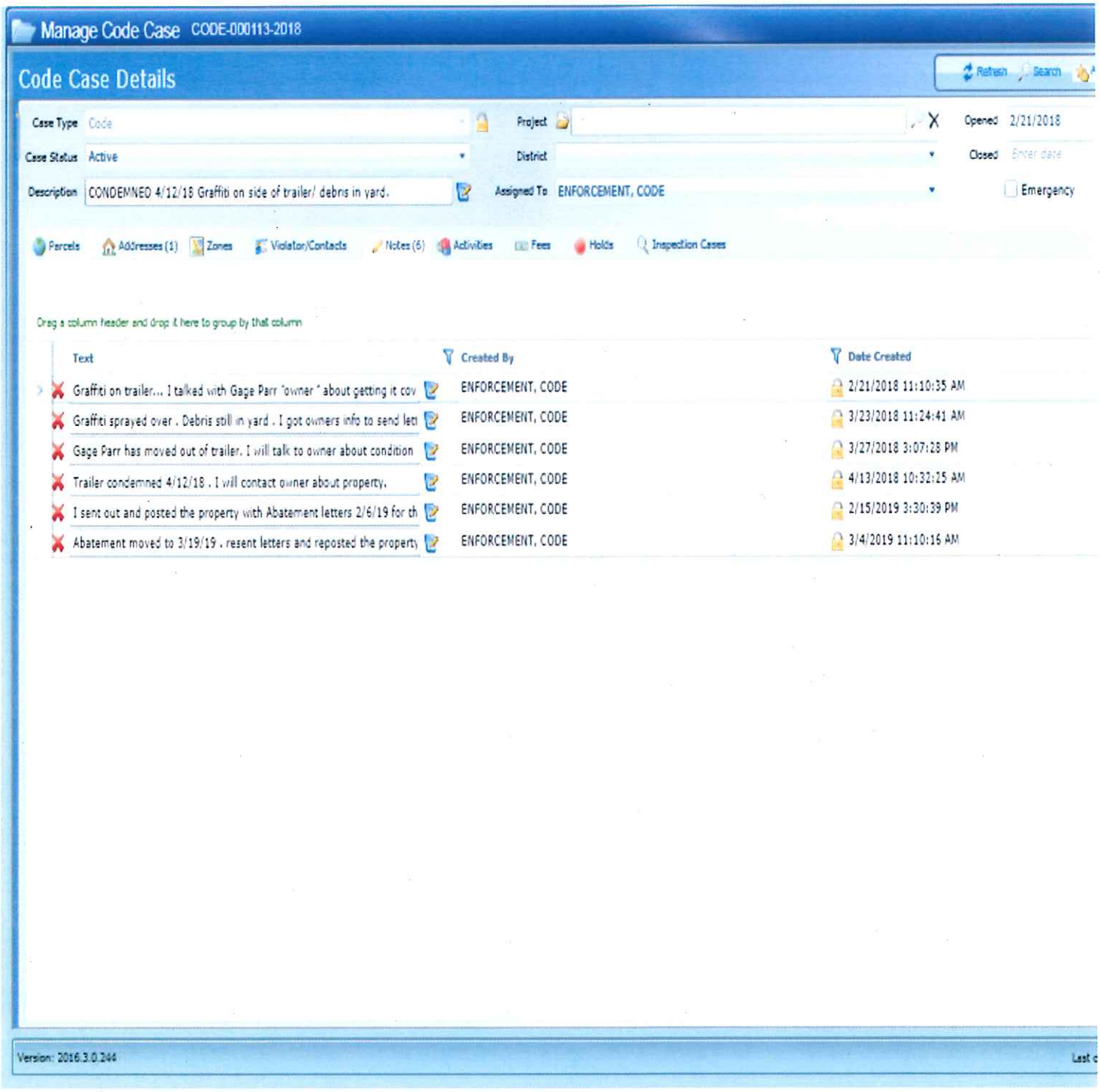
Tax Amount: 42 SQ FT: 0 Year Built: 1979

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 let
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.

_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.

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
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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
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____ 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
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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.

Mar 1, 2019 at 10:25:46 AM
Gautier
PARR
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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"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

Councilman Colledge made the motion to approve the abatement at 7400 Martin Bluff Road, Gautier, MS, as presented, and to charge the cost as a lien against the property with the abatement not to commence until 90 days from the date of this order. Councilwoman Martin seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 070-2019

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 the City shall impose cost of abatement as an assessment against the property as provided by Miss. Code Ann 21-19-11 (4).

IT IS FURTHER ORDERED, that the abatement shall not commence until 90 days from the day of this order.

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

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

NAYS: **None**

ABSENT: **Rusty Anderson**

_____

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 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 Lilla Vaughn Stephens 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

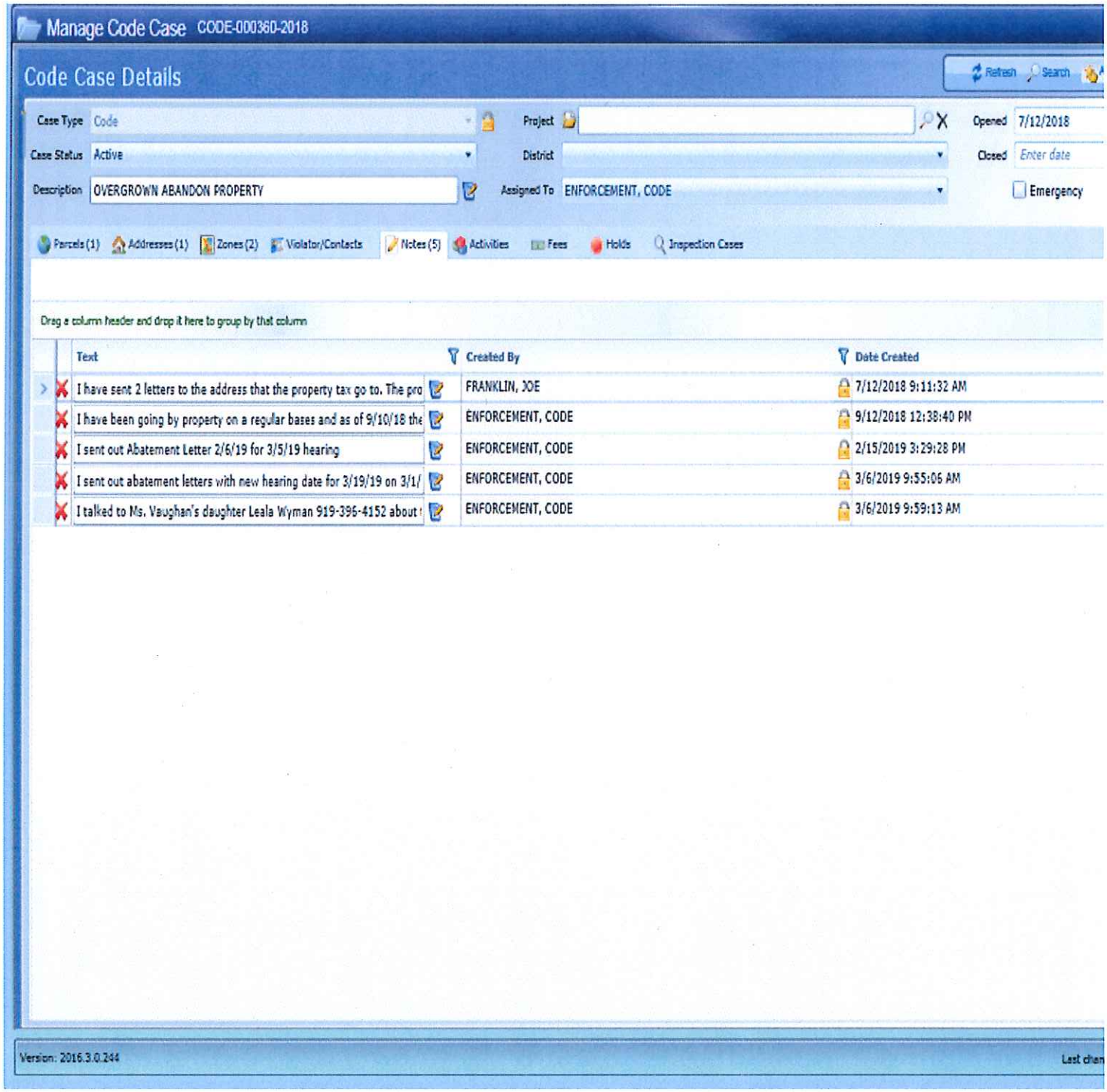
Tax Amount: 74 SQ FT: 1492 Year Built: 1966

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.

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_X__Outside Storage of Appliances/Materials/Tools
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____Vehicles parked in yard, not on hard surface(s)
____Recreational Vehicle(s) in front yard
____Unpermitted Heavy Truck/Equipment on property

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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

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

Dear Owner/Occupant,

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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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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
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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.

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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.

_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.

"Nature's Playground!"

Disability Transportation

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

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

City of Gautier
Gautier, Mississippi

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

Councilman Colledge made the motion to table Business Agenda Item 4 until next regular meeting. Councilwoman Martin seconded the motion. The vote was carried unanimously.

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

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

ORDER NUMBER 071-2019

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 Colledge** and the following vote was recorded:

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

NAYS: **None**

ABSENT: **Rusty Anderson**

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 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
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
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
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	

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	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	

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

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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

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY	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

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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

Councilwoman Martin made the motion to approve Consent Agenda Items 1-12, as presented. Councilman George seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 072-2019

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-12 are hereby approved.

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

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

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

NAYS: **None**

ABSENT: **Rusty Anderson**

_____
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 16, 2019.

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

ORDER NUMBER 073-2019

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

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

NAYS: **None**

ABSENT: **Rusty Anderson**

_____
MAYOR

_____
CITY CLERK

Passed and Adopted 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

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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: _____

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

ORDER NUMBER 074-2019

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

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

NAYS: **None**

ABSENT: **Rusty Anderson**

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 16, 2019.

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

ORDER NUMBER 075-2019

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

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

NAYS: **None**

ABSENT: **Rusty Anderson**

_____
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 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

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

ORDER NUMBER 076-2019

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

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

NAYS: **None**

ABSENT: **Rusty Anderson**

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 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	

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

ORDER NUMBER 077-2019

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

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

NAYS: **None**

ABSENT: **Rusty Anderson**

MAYOR

ATTEST:

CITY CLERK

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

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

ORDER NUMBER 078-2019

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

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

NAYS: **None**

ABSENT: **Rusty Anderson**

_____

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 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

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

ORDER NUMBER 079-2019

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

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

NAYS: **None**

ABSENT: **Rusty Anderson**

_____
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 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.

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

ORDER NUMBER 080-2019

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

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

NAYS: **None**

ABSENT: **Rusty Anderson**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City 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	N/A
(OR)	
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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There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 081-2019

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

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

NAYS: **None**

ABSENT: **Rusty Anderson**

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 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

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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

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

ORDER NUMBER 082-2019

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

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

NAYS: **None**

ABSENT: **Rusty Anderson**

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 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:

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

ORDER NUMBER 083-2019

WHEREAS, prior to the FY2014 the Animal Control functions were coordinated and supervised by the Police Department; and

WHEREAS, 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 are moved 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 as presented.

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

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

NAYS: **None**

ABSENT: **Rusty Anderson**

_____
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 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**		

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

ORDER NUMBER 084-2019

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 five thousand dollars ($5,000.00) for the exclusive use of the Mall Site for the above time period; and

WHEREAS, the City desires to allow the Association to lease the Mall Site for this purpose and duration;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Limited Use Agreement between the City and the Association is hereby approved as presented.

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

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

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

NAYS: **None**

ABSENT: **Rusty Anderson**

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 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 three thousand five hundred dollars ($3,500) 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

Councilman Colledge made the motion to enter closed session to determine if executive session is necessary. **Councilwoman Martin** seconded the motion. The vote was carried unanimously. Absent was Councilman Anderson.

Coucilman Colledge made the motion to enter executive session to discuss the potential purchase of 2715 Hwy 90, Gautier, MS.
Councilwoman Martin seconded the motion. The vote was carried unanimously. Absent was Councilman Anderson.

Councilman Colledge made the motion to exercise the option to purchase the property at 2715 Hwy 90, Gautier, MS. **Councilwoman Martin** seconded the motion. The vote was carried unanimously. Absent was Councilman Anderson.

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

Councilman Vaughan made the motion to adjourn until May 7, 2019 at 6:30 PM. **Councilman Jackson** seconded the motion. The vote was carried unanimously. Absent was Councilman Anderson.

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 May 7, 2019.

CITY OF GAUTIER
Consent Agenda Item #10
Fact Sheet

Council Meeting: April 16, 2019
Title: Receive March 2019 Finance Report

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

Summary Explanation: Receive March 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 March 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 May 7, 2019.

MARCH 2019 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	$3,416,625.13
MS Development Loan Katrina	Depository Account	007-000-001	$5,810.55
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	$2,983.43
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	$504,953.92
Fire Protection Fund	Depository Account	160-000-001	$237,231.52
Tidelands Grant	Depository Account	171-000-001	($7,600.00)
Library Support Fund	Depository Account	172-000-001	$11,943.56
MSWFP Recreation Trails Grant	Depository Account	175-000-001	
Shepard State Park Fund	Depository Account	176-000-001	$83,820.30
USDA NRCS EWP Program	Depository Account	300-000-001	($155,997.80)
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	$420,763.26
Town Commons Park Project	Depository Account	304-000-001	$0.00
Solid Waste Fund	Depository Account	404-000-001	$37,693.22
EPA: Brownfields Assessment	Depository Account	409-000-001	$0.00
	General Ledger Cash Balance		$4,711,508.09
	General Depository Reconciled Cash Balance		$4,710,697.63

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	($77,790.90)
Water & Sewer Utility	Enterprise Account	400-000-002	$3,477,695.43
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		$3,376,704.05
	Enterprise Reconciled Cash Balance		$3,373,182.41

BOND & RESTRICTED FUNDS

Fund Name		Account #	Balance
7M GO Bond S2010	Bond Fund	130-000-001	$303,830.62
W&S Rev Bond S2018: Debt Service	Debt Service Fund	250-000-007	$264,667.67
W&S Rev Bond S2018: DS Reserve	Restricted Fund	251-000-003	$300,417.18
W&S Rev Bond S2018: Contingency	Restricted Fund	251-000-005	$10,121.69
W&S Rev Bond S2018: Depreciation	Restricted Fund	251-000-009	$10,121.69
Infrastructure Imp Funds: Town Commons	Restricted Fund	304-000-004	$481,777.45
W&S Rev Bond S2018: Construction	Bond Fund	Funds 352-354	$3,359,701.11
S2012 W&S Refunding Bonds: Debt Service	Debt Service Fund	602-000-007	$7,722.86
S2012 W&S Refunding Bonds: DS Reserve	Closed	495-000-001	$0.00
MS Dev Bank SO Bond S2013: DS Reserve	Restricted Fund	497-000-001	$273,257.38
Customer Meter Deposit Funds	Restricted Fund	406-000-001	$718,471.52
	Total Bond & Restricted Reconciled Cash Balances		$5,730,089.17

MARCH 2019
YEAR TO DATE TOTALS

General Fund Totals		BUDGET FY 2019	MAR 2019	Balance	50.00% % to date
	General Fund Revenues	**10,220,685.00**	**6,123,136.83**	**4,097,548.17**	***59.9%***
	Expenditures:				
001	Legislative	**158,969.00**	**81,543.41**	**77,425.59**	***51.2%***
010	City Court	**322,255.00**	**122,185.14**	**200,069.86**	***37.9%***
021	City Manager	**259,533.00**	**126,340.06**	**133,192.94**	***48.6%***
022	Human Resources	**125,631.00**	**37,650.64**	**87,980.36**	***29.9%***
040	City Clerk	**291,241.00**	**100,819.02**	**190,421.98**	***34.6%***
045	Finance	**225,702.00**	**113,619.26**	**112,082.74**	***50.3%***
060	City Attorney	**130,000.00**	**61,902.00**	**68,098.00**	***47.6%***
090	Economic Dev - Planning	**371,209.00**	**175,701.00**	**195,508.00**	***47.3%***
092	Building & General Expenses	**569,200.00**	**346,655.71**	**222,544.29**	***60.9%***
094	Grants & Project Admin	**154,639.00**	**73,367.17**	**81,271.83**	***47.4%***
100	Police	**3,471,472.00**	**1,527,487.37**	**1,943,984.63**	***44.0%***
161	Fire	**2,562,288.00**	**1,218,423.44**	**1,343,864.56**	***47.5%***
170	Recreation	**585,705.00**	**264,189.88**	**321,515.12**	***45.1%***
201	PW: Streets	**286,420.00**	**86,266.08**	**200,153.92**	***30.1%***
205	PW: Maintenance	**245,788.00**	**118,412.07**	**127,375.93**	***48.1%***
900	Interfund Transfers	**830,452.00**	**409,867.96**	**420,584.04**	***49.3%***
	General Fund Expenditures	**10,590,504.00**	**4,864,430.21**	**5,726,073.79**	***45.9%***
	Total Operating Expenditures	**9,404,276.00**	**4,389,375.10**	**5,014,900.90**	
	Total Capital Outlay Expenditures	**291,800.00**	**65,187.15**	**226,612.85**	
	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**	**4,864,430.21**	**5,726,073.79**	
	Personnel	**7,389,434.00**	**3,538,287.43**	**3,851,146.57**	
	Supplies	**474,867.00**	**159,087.64**	**315,779.36**	
	Other Services	**1,539,975.00**	**692,000.03**	**847,974.97**	
	Capital Outlay	**291,800.00**	**65,187.15**	**226,612.85**	
	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**	**4,864,430.21**	**5,726,073.79**	

MARCH 2019
YEAR TO DATE TOTALS

Special Funds	BUDGET FY 2018	As of MAR 2019	Balance	*50.00% % to date*
007 MS Dev 2.36M Katrina Bonds				
Revenues	280,259.00	280,485.35	(226.35)	*100.0%*
Expenditures	280,309.00	274,915.00	5,394.00	*98.0%*
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				
Revenues	0.00	1,825.00	(1,825.00)	
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	93,209.71	5,335,157.76	*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	86,008.97	(36,008.97)	*172.0%*
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	59,774.85	647,926.14	*8.4%*
Expenditures	697,199.49	60,874.85	636,324.64	*8.7%*
172 Library Support Fund				
Revenues	110,096.00	88,967.03	21,128.97	*80.8%*
Expenditures	110,096.00	77,023.47	33,072.53	*69.9%*
176 Shepard State Park				
Revenues	95,500.00	65,201.00	30,299.00	*68.2%*
Expenditures	128,450.00	47,855.96	80,594.04	*37.2%*
250 2018 W&S Bond Debt Service				
Revenues	335,200.00	182,125.02	153,074.98	*54.3%*

MARCH 2019
YEAR TO DATE TOTALS

Expenditures	274,964.00	0.00	274,964.00	
Special Funds	**BUDGET FY 2018**	**As of MAR 2019**	**Balance**	***50.00% % to date***
251 2018 W&S Bond Debt Serv Reserve				
Revenues	11,200.00	13,739.19	(2,539.19)	*122.6%*
300 USDA-NRCS EWP				
Revenues	344,795.00	0.00	344,795.00	
Expenditures	161,250.00	28,168.48	133,081.52	*17.4%*
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	60,801.14	999,547.26	*5.7%*
304 Town Commons Park Project				
Revenues	0.00	501,227.45	(501,227.45)	
Expenditures	0.00	19,450.00	(19,450.00)	
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	77,790.90	1,224,223.10	*5.9%*
352 2018 Bond General Construction/Admin				
Revenues	10,000.00	39,933.37	(29,933.37)	*399.3%*
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	45,810.00	2,097,669.00	*2.1%*
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	599,563.64	968,380.36	*38.2%*
Expenditures	1,484,526.00	626,856.56	857,669.44	*42.2%*

MARCH 2019
YEAR TO DATE TOTALS

Special Funds	BUDGET FY 2018	As of MAR 2019	Balance	*50.00% % 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	2,565.97	(1,565.97)	*256.5%*
Expenditures	2,000.00	4,223.28	(2,223.28)	*211.1%*
602 DS Fund: 2012 Bond Refinance				
Revenues	575,280.00	582,431.11	(7,151.11)	*101.2%*
Bonds Payable	1,403,900.00	1,403,900.00	0.00	*100.0%*

MARCH 2019
YEAR TO DATE TOTALS

ENTERPRISE (400)

	BUDGET FY 2019	MAR 2019	Balance	50.00% % to date
Utility Fund Revenues	9,124,000.00	4,451,367.80	4,672,632.20	48.7%
Administration	3,187,726.00	1,499,780.88	1,687,945.12	47.0%
Water & Sewer O & M	3,020,016.00	1,293,616.93	1,726,399.07	42.8%
Debt Service	1,164,489.00	691,652.40	472,836.60	59.3%
Transfers	2,435,335.00	190,000.00	2,245,335.00	7.8%
Contingencies	200,000.00	0.00	200,000.00	
Utility Fund Expenditures	10,007,566.00	3,675,050.21	6,332,515.79	36.7%

Total Operating Expenditures	*5,995,742.00*	*2,662,295.59*	*3,333,446.41*
Total Capital Outlay Expenditures	*212,000.00*	*131,102.22*	*80,897.78*
Total Debt Service	*1,164,489.00*	*691,652.40*	*472,836.60*
Total Interfund Transfers	*2,435,335.00*	*190,000.00*	*2,245,335.00*
Total Contingency Expenditures	*200,000.00*	*0.00*	*200,000.00*
Check Total	*10,007,566.00*	*3,675,050.21*	*6,332,515.79*

Personnel	*487,033.00*	*191,258.41*	*295,774.59*
Supplies	*305,000.00*	*63,041.82*	*241,958.18*
Other Services	*5,203,709.00*	*2,407,995.36*	*2,795,713.64*
Capital Outlay	*212,000.00*	*131,102.22*	*80,897.78*
Debt Service	*1,164,489.00*	*691,652.40*	*472,836.60*
Interfund Transfers	*2,435,335.00*	*190,000.00*	*2,245,335.00*
Contingencies	*200,000.00*	*0.00*	*200,000.00*
Check Total	*10,007,566.00*	*3,675,050.21*	*6,332,515.79*

CITY OF GAUTIER
Consent Agenda Item #11
Fact Sheet

Council Meeting:	**May 7, 2019**
Title:	**Approval of a Limited Use Agreement between the City of Gautier and First Methodist Church of Gautier, Mississippi**
Introduced by:	
Contact Person/Telephone	**City Manager 497-8000 ext. 306**

Summary Explanation: Approval of a Limited Use Agreement between the City of Gautier and First Methodist Church of Gautier, Mississippi.

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 is in the process of acquiring certain real property adjacent to the First United Methodist Church of Gautier, Mississippi; and

WHEREAS, a parking area will be necessary to fully utilize the real property being acquired by the City; and

WHEREAS, the Church desires to provide a parking area to the City under certain stipulations; and

WHEREAS, pursuant to Miss. Code Ann. 21-17-1, the City has the authority to enter such an agreement; and

WHEREAS, the Mayor and Council Members find that entering the attached Limited Use Agreement is in the best interests of the City; and

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 Church 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 May 7, 2019.

LIMITED USE AGREEMENT BETWEEN THE CITY OF GAUTIER, MISSISSIPPI AND FIRST UNITED METHODIST CHURCH OF GAUTIER, MISSISSIPPI

This Limited Use Agreement (hereinafter, "Agreement") is executed to be effective the _____ day of _____, 2019, between the City of Gautier, Mississippi (hereinafter, "the City") and First United Methodist Church of Gautier, Mississippi (hereinafter, "the Church").

WHEREAS, the Church owns and operates a Methodist Church establishment at 2717 HWY 90, Gautier, Mississippi 39553 (hereinafter, "the Property"); and

WHEREAS, the Property includes a large area used primarily for vehicle parking (hereinafter, "the parking lot") during services and related events (a depiction of the parking lot is attached hereto as "Exhibit A"); and

WHEREAS, the City owns, or will soon own real property (hereinafter, "the Pavilion") adjacent to the parking lot; and

WHEREAS, the City desires to have exclusive use of the parking lot for vehicle parking during city-sponsored events hosted at the Pavilion; and

WHEREAS, the City also desires to permit exclusive use of the parking lot for vehicle parking when private entities or individuals utilize the Pavilion following express and written permission by the City; and

WHEREAS, pursuant to Miss. Code Ann. 21-17-1, the City has the authority to enter such an agreement;

WHEREAS, the Church desires to permit such uses, and agrees to do so pursuant to the following terms;

THEREFORE, in consideration of the following mutual covenants and conditions the City

and the Church agree to the following terms which constitute a Limited Use Agreement for the parking lot:

1. The parking lot is graphically depicted on the 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 City will provide premise liability insurance coverage for the parking lot when it is used for city-sponsored events, which shall cover the Church during said events.
4. The City will construct and maintain a bridge across the drainage ditch between the parking lot and the Pavilion for access. The obligation to maintain the bridge will expire with termination of this Agreement.
5. The City will not use the parking lot on Wednesdays or Sundays, unless express, written permission is provided by the Church.
6. The City shall perform all cleaning of the parking lot following use for city-sponsored events.
7. The City understands and acknowledges that, throughout the year, the Church will host several functions on Saturdays, and the Church agrees to provide 60 days notice of such functions to the City so that City-sponsored events are not scheduled on those dates.
8. The points of contact for purposes of this agreement are:

Name: Paula Yancey
Entity: City of Gautier
Phone: (228) 497-8000

Name: Ken Taylor
Entity: First United Methodist Church of Gautier Mississippi
Phone:

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.

9. The initial duration of this agreement shall be for 5 years. The term shall automatically renew for a period of 1 year if notice of termination is not received within 30 days of the expiration of the initial duration.

10. Either party reserves the right to cancel this Agreement upon 90 days written notice.

11. The terms of this Agreement shall be construed and enforced pursuant to the laws of the State of Mississippi.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates shown below.

CITY OF GAUTIER, MISSISSIPPI	FIRST UNITED METHODIST CHURCH OF GAUTIER, MISSISSIPPI
By:_____	By: _____
Paula Yancey, City Manager	Ken Taylor, Authorized Representative

CITY OF GAUTIER
Consent Agenda Item #12
Fact Sheet

Council Meeting:	**May 7, 2019**
Title:	**Approval to Purchase Real Property located at 2715 Highway 90, Gautier, Mississippi.**
Introduced by:	
Contact Person/Telephone	**City Attorney, Josh Danos**

Summary Explanation: Approval to Purchase Real Property located at 2715 Highway 90, Gautier, Mississippi.

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, the City of Gautier seeks to acquire real property located at 2715 HWY 90, Gautier, MS 39553 (hereinafter, "the Property") pursuant to an Option to Purchase, executed in November of 2018;

WHEREAS, Mississippi Code Annotated Section 21-17-1 authorizes a municipality to purchase real property for all proper municipal purposes; and

WHEREAS, Mississippi Code Annotated Section 43-37-3 provides the process for acquisition of real property and requires the municipality to obtain an appraisal before the initiation of negotiations; and

WHEREAS, the City has obtained an appraisal of the parcel at issue; and

WHEREAS, the appraisal sets the fair market value of the property at $305,000.00, and pursuant to the Option to Purchase, the owner has offered to sell the property for $125,000.00, with the remainder to be considered a donation to the City;

WHEREAS, the City has exercised its Option to purchase the property for $125,000.00, with the remainder to be considered a donation to the City;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City Manager is hereby authorized to move forward with acquiring the Property.

IT IS FURTHER ORDERED that Bordis & Danos, PLLC is authorized to conduct the closing in accordance with the terms of the Option to Purchase.

IT IS FURTHER ORDERED that, in the best interests of the City, the difference between the purchase price and the fair market value is hereby accepted as a donation from the owner.

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 May 7, 2019.

CITY OF GAUTIER
Consent Agenda Item #13
Fact Sheet

Council Meeting:	**May 7, 2019**
Title:	**Authorization to approve the Construction and Right-of-Ways Use Agreement between the City of Gautier and Telepak Networks, Inc.**
Introduced by:	
Contact Person/Telephone	**City Manager 497-8000 ext. 306**

Summary Explanation: Authorization to approve the Construction and Right-of-Ways Use Agreement between the City of Gautier and Telepak Networks, Inc.

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 of Gautier entered into a contract with Local Government Services to negotiate the terms of a Construction and Right-of-Ways Use Agreement with Telepak Networks, Inc.; and

WHEREAS, after extensive negotiations, Local Government Services has negotiated the best and most beneficial terms for the City; and

WHEREAS, the terms negotiated are included in the attached Construction and Right-of-Ways Use Agreement; and

WHEREAS, the terms include a one time payment of $4,000.00 to offset fees associated with hiring Local Government Services; and

WHEREAS, the Mayor and Council Members find that entering the attached Construction and Right-of-Ways Use Agreement is in the best interests of the City; and

IT IS THEREFORE ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that entering the Construction and Right-of-Ways Use Agreement is hereby approved.

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

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

AYES:

NAYS:

_____

MAYOR

ATTEST:

_____

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of May 7, 2019.

CITY OF GAUTIER
MEMORANDUM

To: Gautier City Council
From: Paula Yancey, City Manager
Date: May 1, 2019
Subject: Authorization to approve the Construction and Right of Ways Agreement between the City of Gautier and Telepak Networks

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REQUEST:

The City Manager requests the City Council to approve the Construction and Right of Ways Agreement between the City of Gautier and Telepak Networks.

BACKGROUND:

The City and Telepak desire to enter this agreement concerning the installation and maintenance of such telecommunications facilities within the City's Right-of-Ways.

DISCUSSION:

Telepak agrees to pay the City upon execution of this agreement a one-time license fee of four thousand dollars ($4,000.00). In addition, Telepak has also agreed to pay the City a franchise fee on a quarterly basis equal to two percent (2%) of the monthly service charge revenue from sales of local Telecommunications Services to subscribers located within the City limits. This agreement is a ten (10) year term. IF the City wants to provide cable services within the City, a separate agreement will be required.

RECOMMENDATION:

The City Manager recommends the City Council approve the Construction and Right of Ways Agreement between the City of Gautier and Telepak Networks.

The City Council May:
1. Approve the agreement between the City of Gautier and Telepak Networks; or
2. Not approve the agreement between the City of Gautier and Telepak Networks.

Attachments:
Construction and Right of Ways Agreement

CONSTRUCTION AND RIGHT-OF-WAYS USE AGREEMENT

THIS CONSTRUCTION AND RIGHT-OF-WAYS USE AGREEMENT (this "Agreement") is entered into on this __ day of _____, 2019 (the "Effective Date"), by and between the CITY OF GAUTIER, MISSISSIPPI (the "City"), and TELEPAK NETWORKS, INC. ("Telepak"). City and Telepak are sometimes referred to individually herein as a "Party" and collectively as the "Parties."

WHEREAS, the City is the owner of certain Right-of-Ways (as hereinafter defined) and the City is authorized to grant corporations the non-exclusive right to construct, operate, and maintain a telecommunications system within the City; and

WHEREAS, Telepak is a Mississippi corporation which obtained a certificate of public convenience and necessity to provide telecommunications services in Mississippi on October 14, 1999, in Mississippi Public Service Commission Docket No. 99-UA-621; and

WHEREAS, Telepak is in the process of constructing certain telecommunications facilities as authorized by the Mississippi Public Service Commission in Docket No. 99-UA-621, and a portion of these facilities will be located within City Right-of-Ways within the city limits of City; and

WHEREAS, Section 77-9-711 of the Mississippi Code of 1972, as amended, grants companies such as Telepak the authority to construct telecommunications facilities along and across public highways and streets, public waters, and public lands, but not in a manner so as to be dangerous to persons or property or to unreasonably interfere with the common use of such highways and streets; and

WHEREAS, Section 77-9-713 of the Mississippi Code of 1972, as amended, gives City the authority to reasonably regulate the manner in which such telecommunications facilities shall be constructed and maintained along and within the Right-of-Ways, and the right to cause such telecommunications facilities to be abated as a nuisance if Telepak fails to comply with City's reasonable regulations for construction and maintenance of telecommunications facilities within the Right-of-Ways; and

WHEREAS, the City and Telepak desire to enter into this Agreement concerning the installation and maintenance of such telecommunications facilities within the City's Right-of-Ways, and certain other matters more fully contained herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto do hereby agree as follows:

1. **Definitions**. For the purposes of this Agreement, the following terms, phrases, words, and abbreviations shall have the following meanings:

(a) "Facilities" means all fiber optic wires, poles, wires, telecommunications, amplifiers, electronics, transmission and reception equipment, pedestals, towers, dishes, supporting hardware, and related equipment and fixtures necessary and desirable to construct and maintain the Telecommunications System and to provide Services under this Agreement.

(b) "Other Services" means services lawfully provided by Telepak in the City in addition to Telecommunications Services including, without limitation, broadband services and internet access services. Other Services do not include video services.

(c) "Person" shall mean any person, firm, partnership, association, corporation, limited liability company, or organization of any kind.

(d) "Right-of-Ways" shall mean the area on, below, or above any real property in the City in which the City has an interest including, but not limited to, any street, road, highway, alley, sidewalk, parkway, skyway, and any public land or waters as provided Miss. Code Ann. § 77-9-711.

(e) "Services" collectively refers to Other Services and Telecommunications Services.

(f) "Subscriber" means a Person who lawfully receives Services with Telepak's express permission.

(g) "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

(h) "Telecommunications Services" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of facilities used.

(i) "Telecommunications System" means Telepak's Facilities, consisting of a set of closed transmission fiber optic paths and associated signal generation, reception, and control equipment or other communication equipment that is designed to provide Services to Subscribers.

2. **Grant**. City grants Telepak the non-exclusive right and license to construct and operate a Telecommunications System in the Right-of-Ways and provide Services to Subscribers located within the City. Subject to the terms of this Agreement and applicable law, Telepak may erect, install, construct, operate, maintain, repair, replace, expand, and reconstruct its Telecommunications System in any Right-of-Ways.

3. **Term**. The license granted under this Agreement shall be for an initial term of ten (10) years from the Effective Date, unless otherwise lawfully terminated (the "Initial Term").

At the end of the Initial Term this Agreement shall automatically renew on a year to year basis (each, a "Renewal Term") unless either Party gives the other Party written notice of termination at least six (6) months prior to the end of the Initial Term or any Renewal Term. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term."

4. **Installation of Facilities**. Telepak shall not install any new Facilities in any Right-of-Ways without having received a permit from the City as set forth in Section I of the City's Comprehensive Fee Schedule dated March 6, 2019 a copy of which is attached as Exhibit A hereto (the "Construction Permit"). Telepak shall not be subject to any other permit fees or ordinances during the Term of this Agreement other than the Construction Permit and the Tree Removal Permit (defined below). Telepak agrees to the following conditions, limitations, and restrictions related to the installation of its Facilities in, on or through any portion of the Way:

(a) Telepak shall hold a pre-construction meeting with City at least ten (10) days prior to beginning any construction to advise City of its planned activities.

(b) Telepak agrees to supply the City with digital drawings of construction plans ten (10) days prior to construction and digital as-built drawings within six (6) months of the completion of any construction. Final drawings will be supplied in Autocad 2000 using NAD 83 coordinates, GIS format, or such other digital formats as are reasonably acceptable to the Parties.

(c) Telepak agrees to "white-line" their locates.

(d) Telepak lines, where possible, shall be located a minimum of 48" deep and have at least a 12" separation vertically and 24" separation horizontally from all City utility lines, including gas lines, water lines, and sewer lines.

(e) Telepak agrees, where possible, to stay three (3) feet away, measured horizontally, from power poles.

(f) Telepak or Telepak's contractor will request locates and City shall provide locates of its facilities as required by Mississippi's 811 law and regulations. Telepak hand hole and clean-up crews will set hand holes and complete clean-up for each section within 2-3 work days after placement of conduit, weather permitting.

(g) Telepak shall clear the streets of any drill mud, debris, and other obstructions that accumulate as a result of Telepak's construction activities and will not permit its activities to create a hazard to any persons or property. In the event that any such drill mud, debris, or other obstruction caused by Telepak's activities encroaches upon the street, Telepak shall take immediate corrective action to remove the same.

(h) If streets and other Right-of-Ways are damaged by Telepak, its employees, agents, or contractors in the installation or subsequent maintenance and repair of its

Facilities, Telepak, upon written notice from the City and at Telepak's sole expense, shall promptly repair and restore such streets or Right-of-Ways to the same or better condition than such streets or Right-of-Ways were in prior to such damage, and to the reasonable satisfaction of the City.

(i) Telepak shall contact affected property owners to discuss any repairs, dress-up, or clean-up of such owners' property necessitated by the installation of Telepak's fiber optic cable, and shall perform any necessary repair, dress-up, or clean-up to such property at Telepak's sole expense.

(j) Telepak agrees to communicate with local businesses concerning any construction hereunder and to coordinate construction so that Telepak's activities do not adversely affect local businesses.

(k) At all times during and after the installation of fiber optic lines, Telepak shall respond to all emergency locates to locate its fiber optic lines as required by Mississippi's 811 law and regulations.

(l) At all times, Telepak shall be responsible for safety at, about and around its work and shall, at its sole expense, provide safe and adequate traffic control when necessary and at its own expense provide full and complete warnings to safeguard the public and to prevent injury or damage, including, but not limited to, any and all signage, cones, markings, and lighting and otherwise deemed, in the sole discretion of Telepak, to be adequate and Telepak shall assume all liability for any injury or damage in any way related directly, or indirectly to the provision or non-provision or inadequate provision of such controls, warnings, etc., and shall, at its sole expense, defend any and all actions in any way related to any injury or damage claimed to be the result of inadequacies in traffic control, warnings, or otherwise.

(m) Telepak shall have the authority to trim trees and natural growth on the Right-of-Ways which may affect its Telecommunications System in the Service Area to prevent interference with Telepak's Facilities. Telepak will comply with the City's Comprehensive Fee Schedule Section II, Protected Tree Removal Permit as of March 6, 2019 a copy of which is attached as Exhibit A hereto (the "Tree Removal Permit"). Telepak shall not be obligated to comply with any other tree trimming or removal permits or ordinances during the Term.

(n) Telepak shall, on the request of any Person holding a permit to move a building temporarily raise or lower its aerial Facilities, if any, to facilitate the moving of such buildings. The expense of such temporary removal or raising or lowering of such aerial Facilities shall be paid by the Person requesting the same, and Telepak shall have the authority to require such payment in advance. Telepak shall be given at least ten (10) business days advance notice to arrange such temporary aerial Facility alterations.

Throughout the Term of this Agreement, provided Telepak complies with the foregoing requirements, Telepak shall be entitled to expand and upgrade its Telecommunications System as it deems reasonably necessary.

5. **Relocation of Facilities.** Whenever the City shall grade, regrade, or change the line of any street or Right-of-Way or construct or reconstruct any sewer or water system therein and shall, with due regard to reasonable working conditions, order Telepak to relocate or protect its Facilities located in said street or Right-of-Way, Telepak shall relocate or protect its Facilities at its own expense; provided, however, if the City compensates any Person for similar work then Telepak shall be similarly compensated. Further, where the City has determined that the location of Telepak's Facilities are unsafe, interfere with traffic control devices, or otherwise may be harmful to the public health, safety, and welfare Telepak shall move such Facilities to an alternate location as directed by the City. The City shall give Telepak reasonable notice of plans to grade or change the line of any street or Right-of-Way or to construct or reconstruct any sewer or water system therein or of any demand that the Facilities be relocated for the reasons set forth herein. Telepak may also be required to relocate its Facilities where public utilities or other users of the Right-of-Way require access; provided, however, that nothing herein shall be construed as a waiver of Telepak's rights under applicable law. Any such movement shall be at the expense of the third party. With respect to location of its existing public utility lines, the City agrees that during the period of Telepak's installation of its Facilities pursuant to this Agreement, the City will locate all City public utility lines as required by Mississippi's 811 laws. It shall be the duty of Telepak or its contractor(s) to request the City to locate the public utility lines in accordance with Mississippi's 811 laws.

6. **Damage to Existing Utilities.** Telepak hereby agrees that (a) during the installation process, and (b) at any time after such installation, Telepak will immediately notify the appropriate utility provider in the event that Telepak or any of its related entities, employees, agents, or contractors damages a utility line, including private service lines. Provided that the party owning the lines has complied with Mississippi's 811 law and regulations then any repairs to such utility lines and private service lines must be made immediately, and at Telepak's sole expense, and shall only be made by appropriately licensed and bonded contractors. Whenever, in case of fire or other emergency, it becomes necessary in the judgment of the Mayor, police chief, fire chief, or their delegates to protect the health, safety, and welfare of any Person or the public in the lawful exercise of its police powers, to remove or damage any of Telepak's Facilities, no charge shall be made by Telepak against City for restoration, repair, or damages.

7. Compliance with Codes. All construction, installation, maintenance, and operation of the Telecommunications System or of any Facilities employed in connection therewith shall be in compliance with the provisions of the National Electrical Safety Code as prepared by the National Bureau of Standards, the National Electrical Code of the National Council of Fire Underwriters, any standards issued by the FCC or other federal or state regulatory agencies in relation thereto. Telepak shall comply with ordinances, rules, and regulations established by the City pursuant to the lawful exercise of its police powers and generally applicable to all users of the Right-of-Ways. To the extent that local ordinances, rules, or regulations conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail. City reserves the right to lawfully exercise its police powers.

The Parties reserve their rights under all applicable laws. Nothing herein shall abrogate Telepak's right to challenge any ordinance, rule, or regulation passed after the Effective Date of this Agreement on the basis that it violates applicable law.

8. **Indemnity to City**. At all times both during and after installation, so long as Telepak's Telecommunications System is located upon any portion of the City's Right-of-Ways, Telepak covenants, warrants, and agrees to indemnify and hold harmless the City, its officers, employees, agents and contractors from any and all suits, damages, claims, liabilities, losses and expenses, including reasonable attorney's fees, directly or indirectly arising from or related to: (a) the installation, operation, repair or maintenance by any Person of Telepak's Telecommunications System within the City; (b) provided that the City has complied with Mississippi's 811 law and regulations, any injury, loss or damage to the City's utility lines arising from or related to the installation, operation, repair or maintenance of Telepak's Telecommunications System; and (c) provided that the private service line owner has complied with Mississippi's 811 law and regulations, any injury, loss or damage to private service lines arising from or related to the installation, operation, repair or maintenance of Telepak's Telecommunications System. Without the intent of limiting any of the foregoing, it is agreed that Telepak shall indemnify and hold harmless the City, its officers, officials, employees, agents and contractors of and from any and all claims for personal injury, wrongful death, property damage, or otherwise alleged to be directly or indirectly attributable, in whole or in part, to the acts or omissions of Telepak or its officers, employees, agents, or contractors in connection with the subject of this Agreement, which indemnity shall be at the sole expense of Telepak, including the obligation to pay any and all sums required, including any settlement, judgment, attorney fees, court costs, or otherwise. In the event City believes it has a claim subject to indemnification it must promptly give Telepak written notice of such claim. Within ten (10) days of its receipt of written notice of the City's claim, Telepak shall notify City in writing whether it will defend such claim. If Telepak assumes the defense of such claim it shall be entitled to defend the claim in any manner it sees fit including settlement, provided no settlement imposes liability on City without City's prior written consent

9. **License Fee**.

(a) License Fee and Franchise Fee. As consideration for the use of the City's Right-of-Ways as set forth in this Agreement, and so long as Telepak continues the use of the Telecommunications System within the City's Right-of-Ways, for the purposes set forth herein, Telepak agrees to pay to the City upon execution of this Agreement a one-time license fee of Four Thousand Dollars ($4,000.00). No other permitting or license fees shall apply to Telepak during the Term of this Agreement other than the Construction Permit fee and the Tree Removal Permit fee. In addition, when and if Telepak provides local Telecommunications Services to residents of the City, Telepak shall pay the City a franchise fee equal to two percent (2%) of the monthly service charge revenue from sales of local Telecommunications Services to Subscribers located within the City limits as provided for in Section 77-3-17 of the Mississippi Code of 1972, as amended (the "Franchise Fee"). The payment of the Franchise Fee shall be made on a quarterly basis and shall be due and payable no later than forty-five (45) days after the last day of each March, June, September and December throughout the Term of this Agreement. Each Franchise Fee payment shall be accompanied by a certified report from

a representative of Telepak, which shows the basis for the computation of the Franchise Fee. If the Franchise Fee payment is not actually received by the City on or before the applicable due date set forth in this Section, interest shall accrue on the outstanding amount at the lesser of one percent (1%) per month or the highest rate allowed under Mississippi law for the period of delinquency.

(b) Audit. During the Term of this Agreement, once every twelve (12) months and upon reasonable prior written notice, during normal business hours, the City shall have the right to inspect Telepak's financial records used to calculate the City's Franchise Fee, and the right to audit and to re-compute any amounts determined to be payable under this Section at City's expense; provided, however, that any such audit shall take place within three (3) years from the date City received such payment, after which period any such payment shall be considered final. If City believes it is owed any additional compensation from Telepak it will give Telepak notice of same along with a calculation of the additional amount. The Parties shall work together in good faith to resolve the matter. Any additional amounts due to either Party shall be promptly paid within thirty (30) days following resolution of the payment dispute.

(c) Affiliate Use. Telepak shall not permit the use or operation of the Telecommunications System by affiliates on terms that result in a diversion of revenues from the operation of the Telecommunications System to the detriment of the City under this Agreement.

10. **Liability Insurance.** At all times, Telepak shall maintain, at its own cost and expense, a general liability policy in the minimum amount of $1,000,000.00 per occurrence and $2,000,000 general aggregate limit for bodily injury and property damage. Such policy or policies shall designate the City as an additional insured, and shall be non-cancellable except upon thirty (30) days' prior written notice to the City. The City shall be provided with a certificate of such coverage. Telepak also currently maintains umbrella liability policies of at least $10,000,000 in aggregate. In addition, Telepak shall secure any and all other insurance as Telepak, in its sole discretion deems appropriate. Nothing in this paragraph is intended to be a waiver of the City's immunity under the Mississippi Tort Claims Act.

11. **Books and Records**. Throughout the Term of this Agreement, Telepak agrees to keep such books and records regarding the operation of the Telecommunications System and the provision of Telecommunications Services in the City as are reasonably necessary to ensure the Telepak's compliance with the terms and conditions of this Agreement. Such books and records shall include, without limitation, any records required to be kept in a public inspection file by Telepak pursuant to the rules and regulations of the FCC. All such documents pertaining to financial matters relevant to this Agreement shall be retained by Telepak for a minimum period of three (3) years; provided it is understood that Telepak only retains call records for eighteen (18) months.

12. **Transfer Of Ownership Or Control**

(a) Telepak shall not transfer this Agreement or any of Telepak's rights or obligations in or regarding the Agreement without the prior written consent of the City.

No such consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of Telepak in the Agreement or in the System in order to secure indebtedness, (ii) a transfer to any Person controlling, controlled by, or under the same common control as Telepak, or (iii) a transfer to any Person purchasing all or substantially all of the assets or common stock of Telepak.

(b) Telepak shall give City written notice as soon as possible of any impending transfer of control of Telepak or its assets under Sections 12 (a)(ii) or(iii). Furthermore, Telepak shall ensure that the Person to whom control of Telepak or its assets is transferred is authorized by the applicable state or federal authority to occupy the Right-of-Ways pursuant to this Agreement and assumes in writing all of the obligations of Telepak under this Agreement effective as of the date of the transfer of control or sale. Telepak shall provide City with a copy of such assignment instrument upon request. The transfer of this Agreement by Telepak pursuant to this Section shall not be deemed to waive any rights of City to subsequently enforce noncompliance issues relating to this Agreement even if such issues predated the transfer.

(c) For purposes of this Section 12 "control" means the ownership of a majority of the common stock or voting interests of a Person.

13. **Compliance With Applicable Law.** Telepak shall at all times comply with all laws applicable to its provision of Telecommunications Services in the City.

14. **Enforcement And Termination.**

(a) Breach. In addition to all other rights and powers retained by the City under this Agreement or otherwise, the City reserves the right to terminate this Agreement and all rights and privileges of Telepak hereunder in the event of a material breach of its terms and conditions.

(b) Notice of Violation. In the event the City believes Telepak has not complied with the provisions of this Agreement, the City shall make a written demand that Telepak comply with any such provision, rule, order, or determination under or pursuant to this Agreement. If the violation by Telepak continues for a period of thirty (30) days following Telepak's receipt of such written demand without written proof that the corrective action has been taken or is being actively and expeditiously pursued, the City may place the issue of termination of the Agreement before the City Council. The City shall cause to be served upon Telepak, at least twenty (20) days prior to the date of such City Council meeting, a written notice of intent to request such termination, the provisions of this Agreement under which termination is sought, and the time and place of the meeting. Public notice shall be given of the meeting and issues that the City Council is to consider pursuant to the requirements of Mississippi law.

(c) Consideration of Breach. The City Council shall hear and consider the issue and shall hear any Person interested therein, and shall determine whether or not any substantial breach by the Telepak has occurred.

(d) Declaration of Forfeiture. If the City Council shall determine the violation by the Telepak was the fault of Telepak and within its control, the City Council may, by resolution (i) seek specific performance of any provisions which reasonably lends itself to such remedy, as an alternative to damages; or (ii) commence or action at law for monetary damages; or (iii) declare a substantial breach and declare that this Agreement shall be terminated unless there is compliance within such period as the City Council may fix, such period not to be less than sixty (60) days, provided no opportunity for compliance need be granted for fraud or misrepresentation.

(e) Automatic Placement on Agenda. The issue of termination shall automatically be placed upon the agenda for public hearing pursuant to Mississippi law at the expiration of the time set by it for compliance. The City Council then may terminate the Agreement forthwith upon finding that Telepak has failed to achieve compliance or may further extend the period, in its discretion.

15. **Miscellaneous**.

(a) Applicable Law. This Agreement will be deemed to be a contract made under the laws of the State of Mississippi and for all purposes will be governed by and interpreted in accordance with the laws prevailing in the State of Mississippi, without regard to principles of conflict of laws.

(b) Entire Agreement. The terms and provisions of this Agreement constitute the entire agreement between the Parties, and there are no collateral agreements or representations or warranties other than as expressly set forth or referred to in this Agreement.

(c) Inurement. This Agreement shall be binding upon, and shall inure to the benefit of, the respective Parties, their successors and assigns, including any and all subsequent owners of the fiber optic lines installed pursuant to this Agreement.

(d) Fees and Costs. In the event of any disputes or controversies arising from the Agreement or its interpretation, each Party will bear its own attorneys' fees and costs incurred in connection with same.

(e) No rights to private property. Nothing in this Agreement shall be construed expressly or impliedly to grant to Telepak any rights with respect to any private property.

(f) Telepak repair, inspection, etc. All of the obligations imposed by this Agreement upon Telepak with regard to construction shall be equally applicable in the event that Telepak or its agents, employees or contractors, repair, inspect, or otherwise, deal with the Right-of-Ways. All obligations, duties, and responsibilities imposed upon Telepak by this Agreement shall be continuing and not limited solely to construction period.

(g) Independent contractor. The Parties stipulate and agree that they are independent contractors and neither Party shall take any action or make any statement that could, in any way, suggest a different relationship between the Parties. It is specifically agreed that the Parties hereto are not partners or joint venturers and do not occupy any similar relationship.

(h) No guaranty, etc. by City. It is hereby agreed that neither the City nor any of its officers, officials, employees, agents or contractors have made any guaranty, representation, promise or assurance to Telepak or its officers, officials, employees or contractors, other than as expressly contained in writing in this Agreement and Telepak stipulates and agrees that it is not relying upon any promise, representation, guaranty or assurance, other than as is contained in writing in this Agreement.

(i) Notice. Any notice or response required under this Agreement shall be in writing and shall be deemed given upon receipt: (i) when hand delivered; (ii) when delivered by commercial courier; or (iii) after having been posted in a properly sealed and correctly addressed envelope by certified or registered mail, postage prepaid, return receipt requested. The addresses of the Parties for notice are as follows:

If to City: City of Gautier
City Manager
3330 Hwy 90
Gautier, Mississippi 39553

If to Telepak: Telepak Networks, Inc.
Alan Jones, Sr. Vice President
1018 Highland Colony Parkway, Suite 400
Ridgeland, Mississippi 39564

With copy to: W. Ken Rogers, Jr.
Brunini, Grantham, Grower & Hewes, PLLC
190 E. Capitol Street, Suite 100
Jackson, Mississippi 39201

The City and Telepak may designate such other address or addresses from time to time by giving notice to the other as provided in this section.

(j) Severability. If the legislature or a court or regulatory agency of competent jurisdiction determines that any provision of this Agreement is illegal, invalid, or unconstitutional, all other terms of this Agreement will remain in full force and effect for the Term of the Agreement and any renewal.

(k) Change of Law. In the event that any effective legislative, regulatory, judicial, or legal action materially affects any material terms of this Agreement (including the Franchise Fees payable hereunder), or the ability of City or Telepak to perform any material terms of this Agreement, the Parties agree to amend this Agreement as necessary

to comply with the changes in law within thirty (30) days of receipt of written notice of such change in law.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers effective as of the Effective Date.

TELEPAK NETWORKS, INC.

By: _____
Alan Jones, Sr. Vice President

THE CITY OF GAUTIER, MS

By: _____

Name: _____

Title: _____

Certify and Attest:

By: _____

Name: _____

Title: _____

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this _____ day of _____, 2019, within my jurisdiction, the within named Alan Jones, who acknowledged that he is a Senior Vice President of TELEPAK NETWORKS, INC, and that for and on behalf of the said corporation, and as its act and deed he signed, executed, and delivered the above and forgoing instrument after first having been duly authorized by said corporation so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, on this the _____ day of _____, 2019.

_____
NOTARY PUBLIC

My Commission Expires:

_____

Exhibit A

Construction Permit and Tree Removal Permit

CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
May 7, 2019

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES: