

**AGENDA  
CITY OF GAUTIER, MISSISSIPPI  
CITY HALL COUNCIL CHAMBERS  
May 21, 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.**
- 2. "Tasty Thursday" May 23, 2019 from 1pm to 6pm at Singing River Mall Property - Havens Down Home Creamery**
- 3. Gautier Through the Eyes of an Artist Art Show and Reception May 23, 2019 Gautier City Hall Council Chambers 6 pm - 8 pm**
- 4. Office closed Monday, May 27th in observance of Memorial Day/Jefferson Davis Birthday.**
- 5. Memorial Day Avenue of Flags Ceremony May 27, 2019 11:00 a.m. Veterans Tribute Tower**

**IV. Presentation Agenda**

- 1. Birthday of the United States Army Proclamation**
- 2. Juneteenth Freedom Day Proclamation**

3. Town Commons Park Presentation by Seymour Engineering

V. Business Agenda

1. Consideration of a Conditional Use-Major Permit for a Wrecker Towing Service in a C-3 Highway Commercial Zoning District. (GPC Case No. 19-07-CU)

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

2. Consideration of an Amendment to Section 4.18.1 of the Unified Development Ordinance and the addition of 12.18.4 (City Initiated) GPC #19-10-UDO

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

3. Approval of Docket of Claims

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

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

1. Approval of minutes for Recessed Council Meeting held May 7, 2019
2. Receive April 2019 Privilege License Report
3. Resolution Appointing Mississippi Municipal League 2019 Voting Delegates
4. Approval of a Limited Use Agreement between the City of Gautier and First Methodist Church of Gautier, Mississippi
5. Authorization to trade-in/purchase thirty-eight (38) Glock gen 4 model 23 duty pistols
6. Authorization to enter into a Memorandum of Understanding (MOU) with Singing River Hospital Campus Police regarding use of a canine unit



- 7. Resolution requesting the Jackson County Board of Supervisors authorize the use of the Gautier Convention Center by the City of Gautier**
- 8. Authorization to remove six (6) Whelen strobe light bars and three (3) Setina prisoner transport cages from the Police Department's inventory.**
- 9. Authorization to approve Cypress Environmental Services as authorized agent on behalf of the City of Gautier**
- 10. Annual Renewal of Contract with Singing River Services for the Life Care Plus Program**
- 11. Authorization to advertise for Request for Proposals (RFPs) for Disaster Recovery Consulting Services**

## **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 June 4, 2019 at 6:30 pm**  
[www.gautier-ms.gov](http://www.gautier-ms.gov)

**CITY OF GAUTIER, MISSISSIPPI  
ANNOUNCEMENT AGENDA  
May 21, 2019**

**ITEM DESCRIPTION:**

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**ANNOUNCEMENTS**

1. Farmers Market May-September (2<sup>nd</sup> Saturday Monthly) 8:00 AM until 12:00 pm at George Martin City Park.
2. "Tasty Thursday" May 23, 2019 from 1pm to 6pm at Singing River Mall Property - Havens Down Home Creamery
3. Gautier Through the Eyes of an Artist Art Show and Reception May 23, 2019 Gautier City Hall Council Chambers 6 pm - 8 pm
4. Office closed Monday, May 27th in observance of Memorial Day/Jefferson Davis Birthday.
5. Memorial Day Avenue of Flags Ceremony May 27, 2019 11:00 am Veterans Tribute Tower

**NOTES:**

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*Nature's Playground*

# 2nd Saturday



# Farmers MARKET



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

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



CITY OF GAUTIER

PRESENTS

# "Tasty Thursday"

Spotlight On:



*Havens Down Home Creamery*  
Thursday, May 23rd | 1pm-6pm

*Singing River Mall Property*





Join us in Celebrating  
"Gautier Through the Eyes of an Artist"  
Art Show & Reception

MAY 23, 2019  
6:00 P.M. — 8:00 P.M.

GAUTIER CITY HALL  
3330 HWY 90  
GAUTIER, MS 39553

*RSVP TO [CBILBO@GAUTIER-MS.GOV](mailto:CBILBO@GAUTIER-MS.GOV)*



*You're Invited!*



**Memorial Day  
Avenue of Flags Ceremony  
Hosted by  
American Legion Post 1992 Family  
&  
The City of Gautier  
May 27, 2019  
11:00 A.M.  
Veterans Tribute Tower  
3330 Hwy 90 Gautier, Mississippi  
For More Information Contact  
American Legion Post 1992  
228-497-6422**

**CITY OF GAUTIER, MISSISSIPPI  
PRESENTATION AGENDA  
May 21, 2019**

**ITEM DESCRIPTION:**

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**PRESENTATION AGENDA**

1. Birthday of the United States Army Proclamation
2. Juneteenth Freedom Day Proclamation
3. Town Commons Park Presentation by Seymour Engineering

**NOTES:**

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# PROCLAMATION

## A Proclamation of the Mayor and City Council Of The City of Gautier, Mississippi

**WHEREAS**, on June 14, 1775, the Second Continental Congress established a Continental Army to secure the common defense of the original 13 colonies during the War for Independence; and

**WHEREAS**, the United States Army exists to preserve the Republic and defend the liberty and freedom of its citizens and national security interests; and

**WHEREAS**, many citizens of Gautier served our country as members of the United States Army and gave the ultimate sacrifice in defense of this nation; and

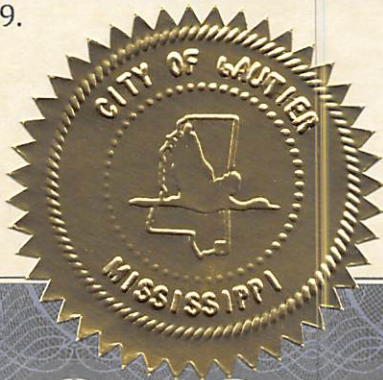
**WHEREAS**, it is proper to recognize the United States Army annually on its birthday and thank those who have served and those who are presently serving our nation; and

**NOW, THEREFORE**, I, Phil Torjusen, Mayor of the City of Gautier, Mississippi, do hereby proclaim June 14, 2019, as

### "Birthday of the United States Army"

in Gautier, Mississippi, and urge all citizens to join me in this worthy observance.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Gautier, Mississippi, to be affixed on this the 21<sup>st</sup>, day of May, 2019.



A handwritten signature in blue ink that reads "Phil Torjusen".

Phil Torjusen, Mayor  
City of Gautier, Mississippi



# PROCLAMATION

## A Proclamation of the Mayor and City Council Of The City of Gautier, Mississippi

**WHEREAS**, the date of June 19 is known as "**Juneteenth**," and it is the oldest nationally celebrated commemoration of the ending of slavery in the United States; and

**WHEREAS**, the commemoration of June 19th as **Juneteenth** specifically refers to the fact that, even though President Lincoln announced the Emancipation Proclamation in 1863, the joyous news of freedom from slavery did not reach certain Americans in Galveston, Texas, until June 19, 1865;

**WHEREAS**, **Juneteenth** commemorates freedom from slavery in America, emphasizes education and achievement, and is a time for reflection and rejoicing in the African-American experience; and

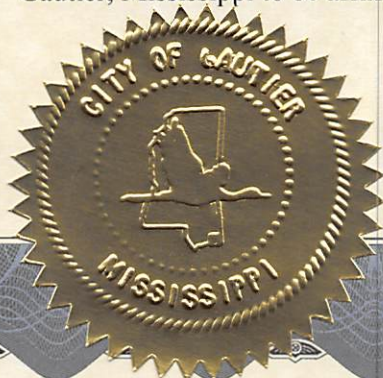
**WHEREAS**, the celebration of **Juneteenth** is inclusive of all races, ethnicities, religions and nationalities, in that citizens across our country join hands in acknowledging a period in our history that has influenced our society--a great society that advances the ideals of liberty and justice for all;

**NOW, THEREFORE**, I, Phil Torjusen, Mayor of the City of Gautier, Mississippi do hereby proclaim June 19, 2019 as

### **Juneteenth Freedom Day**

in the City of Gautier, Mississippi and encourage all residents to become more aware of the significance of this celebration in African-American history and in the heritage of our nation and city.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Great Seal of Gautier, Mississippi to be affixed on this the 21<sup>st</sup> day of May 2019.



**Phil Torjusen**  
Mayor of Gautier, Mississippi



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

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

**May 21, 2019**  
**Consideration of a request for a Conditional Use-Major Permit for a Wrecker Towing Service in a C-3 Highway Commercial Zoning District (GPC Case No. 19-07-CU).**

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

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

**Summary Explanation: Consideration of a request from Brian Ladnier for a Conditional Use-Major Permit that would allow a Wrecker Towing Service in a C-3 Highway Commercial Zone at 3601 Hwy 90, PID #82434021.000. The application fee of \$250 was paid on March 14, 2019. All public notice requirements have been met.**

**EXHIBITS FOR REVIEW**

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

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

**Motion Made by:**

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

**Second Made by:**

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

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

**Action Taken:**

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

**ORDER NUMBER 000-2019**

**CITY OF GAUTIER  
CONDITIONAL USE-MAJOR PERMIT  
GPC CASE NO. 19-07-CU  
3601 HIGHWAY 90 – WRECKER TOWING SERVICE  
REGARDING PARCEL ID NO: 82434021.000**

**WHEREAS**, an application for a Conditional Use-Major Permit to place a Wrecker Towing Service in a C-3 Commercial Zoning District was submitted by Brian Ladhier; and

**WHEREAS**, the parcel subject to this Permit is located at 3601 Highway 90 in Gautier, Mississippi; and

**WHEREAS**, after due public notice, Planning Commission, at its May 2, 2019 meeting, held a public hearing on this matter; and

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

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

**WHEREAS**, the City Council hereby finds that the proposed Conditional Use-Major Permit is consistent with the goals, objectives and policies of the City's Comprehensive Plan; and

**WHEREAS**, the City Council hereby finds that the proposed Conditional Use-Major is consistent with the character of the immediate vicinity of the proposed use; and

**WHEREAS**, the City Council hereby finds that all relevant criteria in the Unified Development Ordinance (have or have not) been met in this case; and

**WHEREAS**, all public notice requirements have been met; and

**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 of approval for a conditional use permit for a Wrecker Towing Service in a C-3 Highway Commercial Zone.

**IT IS THEREFORE ORDERED** that the City Council (accepts or denies) the recommendation of the Planning Commission and (approves or denies) the application submitted by Brian Ladnier on March 14, 2019 for a Conditional Use-Major Permit.

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

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

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

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

**AYES:**

**NAYS:**

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

**BLANK** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of May 21, 2019.



**CITY OF GAUTIER  
MEMORANDUM**

**To:** Paula Yancey, City Manager  
**From:** Ramona Morgan, Planning Technician  
**Date:** 5/13/2019  
**Subject:** Consideration of a Conditional Use-Major Permit for a Wrecker Towing Service in a C-3 Highway Commercial Zoning District. (GPC Case No. 19-07-CU)

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**REQUEST:**

Planning Department has received a request from Brian Ladnier for a Conditional Use-Major Permit that would allow a Wrecker Towing Service in a C-3, Highway Commercial Zone at 3601 HWY 90, PID #82434021.000. The application fee of \$250 was paid on March 14, 2019. All public notice requirements have been met.

**BACKGROUND:**

The request property is zoned C-3 Highway Commercial

1. Location: 3601 HWY 90 (See Exhibit A)
2. General features of the proposed project: Site Size: 1 Acre behind F&H Trucking
3. Potable Water and Wastewater Services: Available from City
4. Existing Zoning - C-3 Highway Commercial (See Exhibit B)
5. Existing Land Use –Commercial Trucking Company (See Exhibit C)
6. Comprehensive Plan Future Land Use Designation – High Impact Commercial. (See Exhibit D)

**DISCUSSION:**

The following addresses the review criteria for a Major Conditional Use outlined in Section 4.17.5 of the UDO.

1. Is the proposed use listed in the list of possible Conditional Uses in the particular Zoning District?

Applicant: Yes, it is a possible Conditional Use in this district.

Staff Finding: Yes, Wrecker Towing Service is listed as a Conditional Use-Major in a Highway Commercial C-3 Zoning District.

2. Describe how the project is compatible with the character of development in the vicinity relative to (a) density, bulk and intensity of structures, (b) parking, and (c) other uses. Please attach parking plan, site plan, architectural rendering or other plans.

Applicant Response: Yes, because the trucking company is existing and in full operation.

Staff Finding: The proposed use is commercial and the area is zoned Highway Commercial. The proposed tow yard will be behind the F&H Trucking building, which has fencing to screen the vehicles from sight.

3. Will your project negatively affect neighboring property values or pose a real or perceived threat to citizens? Explain.

Applicant Response: No, the vehicles will be located on the back of F&H property and not visible from the road.

Staff Finding: There is no evidence to indicate the proposed use will negatively affect the property values, or cause a detriment to the surrounding properties. All of the surrounding parcels are zoned Highway Commercial or Industrial.

4. Will your project adversely affect vehicular or pedestrian traffic in the vicinity? Explain.

Applicant Response: No.

Staff Finding: There is no evidence that the proposed commercial use will have any adverse effect on vehicular or pedestrian traffic.

5. Can the proposed use be accommodated by existing or proposed public services and facilities including, but not limited to, water, sanitary sewer, streets, drainage, police and fire protection, and schools?

Applicant Response: N/A

Staff Finding: The proposed use can be accommodated by existing public services and facilities.

6. Is the proposed use in harmony with the Comprehensive Plan? Explain how.

Applicant: Yes.

Staff Response: Yes, the Comprehensive plan proposes High Impact Commercial in this area.

7. Does the proposed use pose a hazardous, detrimental, or disturbing affect, either real or perceived, to present surrounding land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances? Explain.

Applicant Response: No.

Staff Finding: There is no evidence that the proposed use poses a hazardous, detrimental or disturbing affect to present surrounding uses.

8. Does the use conform to all district regulations for the applicable district in which it is located, or have other provisions been provided for? Explain.

Applicant Response: Yes.

Staff Finding: The proposed use will conform to district regulations.

#### **RECOMMENDATION:**

Planning Commission finds that the proposed use will be compatible and harmonious with the Highway Commercial Zoning District and recommends approval with no specific proposed conditions.

City Council may:

1. Approve the Conditional Use-Major
2. Approve the Conditional Use-Major with changes; or
3. Deny the Conditional Use-Major.

#### **ATTACHMENTS:**

1. Combined Packet
2. Excerpt GPC Meeting 5.2.19
3. Business Agenda Item 1 - Authorization for a Conditional Use Permit (GPC 19-07-CU)

**Gautier Planning Commission**

**Regular Meeting Agenda**

**May 2, 2019**

**GPC #19-07-CU**

**Brian Ladnier A&B Towing**

**3601 Highway 90 Conditional Use Major**

**VII. NEW BUSINESS**

1. Brian Ladnier A&B Towing – 3601 Highway 90 – Request for a Conditional Use Major that would allow a Wrecker Towing Service in a C-3 Highway Commercial Zoning District. (GPC CASE #19-07-CU)



## **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:** May 2, 2019

**Subject:** Conditional Use-Major Permit for a Wrecker Towing Service in a C-3 Highway Commercial Zoning District. (GPC Case No. 19-07-CU)

**REQUEST:**

Planning Department has received a request from Brian Ladnier for a Conditional Use-Major Permit that would allow a Wrecker Towing Service in a C-3, Highway Commercial Zone at 3601 HWY 90, PID #82434021.000. The application fee of \$250 was paid on March 14, 2019. All public notice requirements have been met.

**BACKGROUND:**

The request property is zoned C-3 Highway Commercial

1. Location: 3601 HWY 90 (See Exhibit A)
2. General features of the proposed project:  
Site Size: 1 Acre behind F&H Trucking
3. Potable Water and Wastewater Services: Available from City
4. Existing Zoning - C-3 Highway Commercial (See Exhibit B)
5. Existing Land Use –Commercial Trucking Company (See Exhibit C)
6. Comprehensive Plan Future Land Use Designation – High Impact Commercial. (See Exhibit D)

**DISCUSSION:**

The following addresses the review criteria for a Major Conditional Use outlined in Section 4.17.5 of the UDO.

1. Is the proposed use listed in the list of possible Conditional Uses in the particular Zoning District?

*Applicant: Yes, it is a possible Conditional Use in this district.*

*Staff Finding: Yes, Wrecker Towing Service is listed as a Conditional Use-Major in a Highway Commercial C-3 Zoning District.*

2. Describe how the project is compatible with the character of development in the vicinity relative to (a) density, bulk and intensity of structures, (b) parking, and (c) other uses. Please attach parking plan, site plan, architectural rendering or other plans.

*Applicant Response: Yes, because the trucking company is existing and in full operation.*

*Staff Finding: The proposed use is commercial and the area is zoned Highway Commercial. The proposed tow yard will be behind the F&H Trucking building, which has fencing to screen the vehicles from sight.*

3. Will your project negatively affect neighboring property values or pose a real or perceived threat to citizens? Explain.

*Applicant Response: No, the vehicles will be located on the back of F&H property and not visible from the road.*

*Staff Finding: There is no evidence to indicate the proposed use will negatively affect the property values, or cause a detriment to the surrounding properties. All of the surrounding parcels are zoned Highway Commercial or Industrial.*

4. Will your project adversely affect vehicular or pedestrian traffic in the vicinity? Explain.

*Applicant Response: No.*

*Staff Finding: There is no evidence that the proposed commercial use will have any adverse effect on vehicular or pedestrian traffic.*

5. Can the proposed use be accommodated by existing or proposed public services and facilities including, but not limited to, water, sanitary sewer, streets, drainage, police and fire protection, and schools?

*Applicant Response: N/A*

*Staff Finding: The proposed use can be accommodated by existing public services and facilities.*

6. Is the proposed use in harmony with the Comprehensive Plan? Explain how.

*Applicant: Yes.*

*Staff Response: Yes, the Comprehensive plan proposes High Impact Commercial in this area.*

7. Does the proposed use pose a hazardous, detrimental, or disturbing affect, either real or perceived, to present surrounding land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances? Explain.

*Applicant Response: No.*

*Staff Finding: There is no evidence that the proposed use poses a hazardous, detrimental or disturbing affect to present surrounding uses.*

8. Does the use conform to all district regulations for the applicable district in which it is located, or have other provisions been provided for? Explain.

*Applicant Response: Yes.*

*Staff Finding: The proposed use will conform to district regulations.*

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

1. The UDO defines conditional uses as specific uses which are enumerated in each zoning district and which because of their nature are not allowed by right but may be allowed after the required review process. The City may specify certain conditions as necessary to make the use compatible with other uses in the same district. Conditional uses are issued for uses of land and uses designated "Conditional Uses-Major" are transferable from one (1) owner of land to another.

The UDO further defines Conditional Uses-Major as uses that are not allowed by right but require a recommendation by the Planning Commission and the approval of the City Council. Additionally, if the conditional use is transferred to a new owner,



the new owner must submit a letter to the Planning Director agreeing to the current terms and condition.

2. Conditional Uses-Major requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).

### **RECOMMENDATION & CONCLUSION:**

Staff finds that the proposed use will be compatible and harmonious with the Highway Commercial Zoning District and recommends approval with no specific proposed conditions.

The Planning Commission may:

1. Recommend that City Council approve the Conditional Use-Major
2. Recommend that City Council approve the Conditional Use-Major with changes; or
3. Recommend that City Council deny the Conditional Use-Major.

### **ATTACHMENTS:**

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

GAUTIER, MISSISSIPPI  
ECONOMIC DEVELOPMENT/PLANNING DEPARTMENT  
CONDITIONAL USE APPLICATION

Public Hearing Number

19-07-CU

|                                                               |             |
|---------------------------------------------------------------|-------------|
| <u>TO BE HEARD BY GAUTIER PLANNING COMMISSION:</u>            | <u>FEE:</u> |
| Conditional Use - Major _____                                 | \$250.00    |
| <u>TO BE HEARD BY ECONOMIC DEVELOPMENT/PLANNING DIRECTOR:</u> | <u>FEE:</u> |
| Conditional Use - Minor _____                                 | \$250.00    |

Name of Applicant: Brian Ladnier CU1. 228 888 8282-2768

Name of Business: A & B Towing Phone: 228 826-1966

Property Address: 3601 Hwy 90 Mailing Address (if Different): 13606 Seaman Rd

Gautier, MS 39553

Vanclave, MS 39553

E-Mail Address: ABTowing09@gmail.com

Proposed Use Requiring Conditional Use: Storage (Refer to Article V, UDO)

Proposed Location is: ☐ New Build ☒ Existing (with no modifications) ☐ Existing (with proposed modifications)

ATTACHMENTS REQUIRED AS APPLICABLE:

- \_\_\_\_\_ 1. Answers to the Criteria for Approval (see attached).
- ✓ 2. Project Narrative (see attached).
- ✓ 4. Diagram of intended use (see attached).
- N/A 4. Copy of protective covenants or deed restrictions, if any.
- N/A 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.
- N/A 6. Any other information requested by the Economic Development/Planning Director and/or members of the Technical Review Committee.
- \_\_\_\_\_ 7. Owner's Consent form, if anyone other than 100% sole owner makes application (see attached).

Signature of Applicant(s): Brian Ladnier Date of Application: 3/12/18

FOR OFFICE USE ONLY

Date Received 3/14/19 Verify as Complete RM

Fee Amount Received 250.00 Initials of Employee Receiving Application RM

**CONDITIONAL USE CRITERIA FOR APPROVAL** - Complete either the Major Conditional Use section or Minor Conditional Use Section below. If more room is needed, answers can be provided on a separate sheet of paper.

### **MAJOR** CONDITIONAL USE CRITERIA FOR APPROVAL

1. Is the proposed use listed in the list of possible Conditional Uses in the particular Zoning District?  
*yes*
2. Please describe how the project is compatible with the character of development in the vicinity relative to (a) density, bulk and intensity of structures, (b) parking, and (c) other uses. Please attach parking plan, site plan, architectural rendering or other plans. *yes because trucking company already exist*
3. Will your project negatively affect neighboring property values or pose a real or perceived threat to citizens? Explain. *NO. The vehicles will be located on the back of Fifth Property and not visible from the road.*
4. Will your project adversely affect vehicular or pedestrian traffic in the vicinity? Explain.  
*NO*
5. Can the proposed use be accommodated by existing or proposed public services and facilities including, but not limited to, water, sanitary sewer, streets, drainage, police and fire protection, and schools? *N/A*
6. Is the proposed use in harmony with the Comprehensive Plan? Explain how. *yes*
7. Does the proposed use pose a hazardous, detrimental, or disturbing affect, either real or perceived, to present surrounding land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances? Explain. *NO*
8. Does the use conform to all district regulations for the applicable district in which it is located, or have other provisions been provided for? Explain. *yes*

### **MINOR** CONDITIONAL USE CRITERIA FOR APPROVAL

1. Is the proposed use substantially compatible with other uses in the area, including factors relating to the nature of its location, operation, building design, site design, traffic characteristics, and environmental impacts? Explain.
2. Will the proposed use be materially detrimental to the health, safety, and general welfare of the public or otherwise injurious to the environment or to the property or improvements within the area? Explain.
3. Is the proposed use consistent with the Comprehensive Plan? Explain how.
4. Is the proposed use in conformance with specific site location, development, and operation standards as required by this Ordinance? Explain.

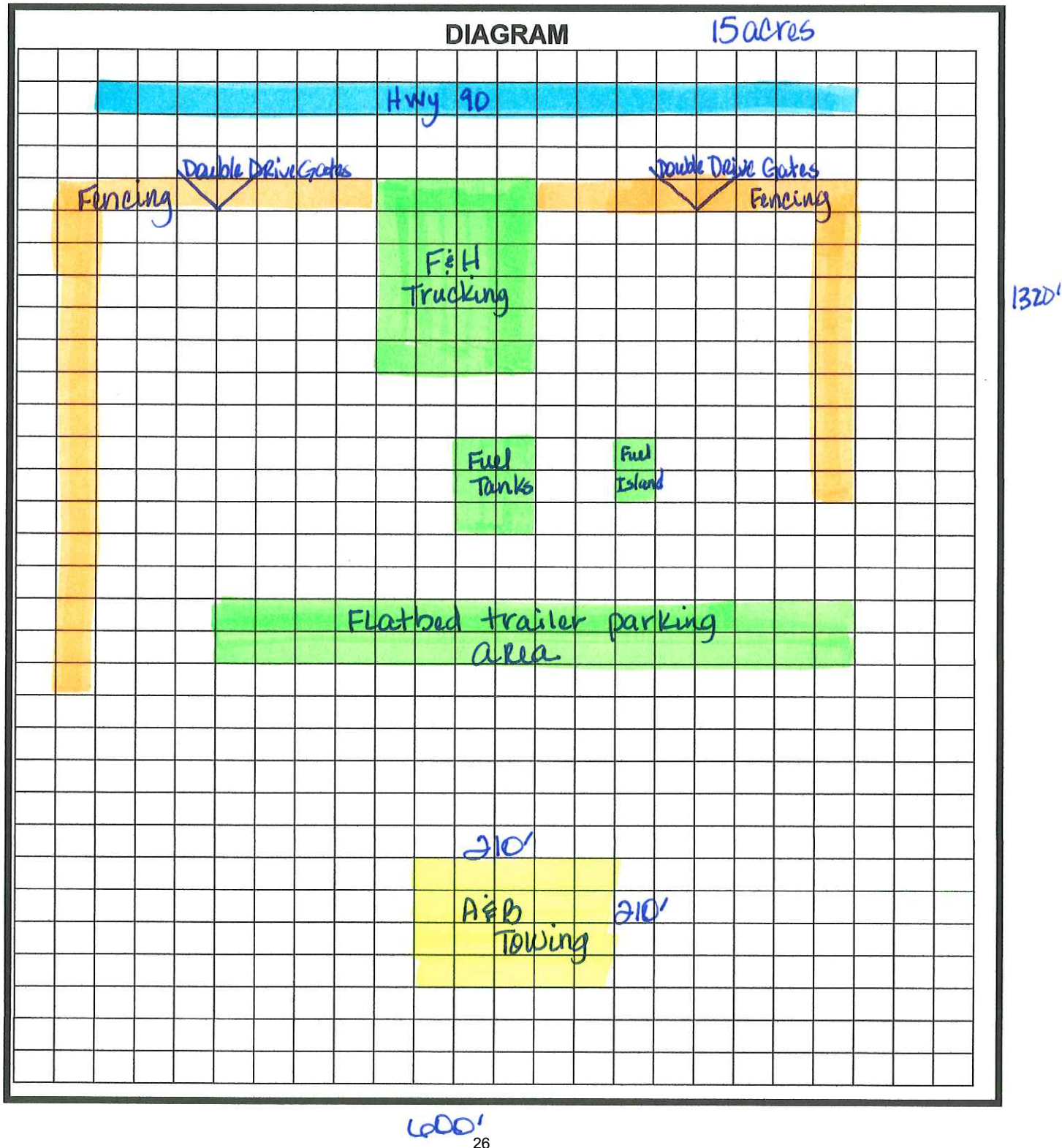


**CONDITIONAL USE NARRATIVE** — Describe the proposed project in detail. Include all types of business activities that will be conducted on-site, any out-door storage or seating proposed, anticipated traffic, access for pick-up/delivery vehicles, proposed improvements, etc. Use the space below or provide a separate type written sheet of paper and attach. Staff will provide guidance as needed on additional information needed in the narrative.

### NARRATIVE

A & B Towing will be renting 1 acre (210' x 210') in the back property located at 3601 Hwy 90. This property is the location of Fand H Trucking, LLC. I will be bringing towed vehicles from pickups made for the City of Gautier. The vehicles will be stored until picked up by insurance companies or the owners. If the vehicles are not picked up in a reasonable amount of time I will be moving them to my facility located in Vancleave, MS.

**CONDITIONAL USE DIAGRAM** – Provide a diagram of the project site. In cases where certain requirements such as parking are triggered by aspects of the interior of the building, the interior building layout will need to be provided also. Include location and dimensions of property lines, buildings, parking spaces, outdoor storage areas, outdoor seating areas, signage, landscape areas, driveways, loading/unloading areas, limits of paving, exterior elevations (if changes are proposed), entrance/exit locations. Include the whole site. Use the space below or provide separate drawings. Staff will provide guidance as needed on additional information needed on the diagram.





I, Lewis Faulk, the fee simple owner(s) of the following described property:

|                |                         |
|----------------|-------------------------|
| Address:       | <u>3601 Hwy 90</u>      |
|                | <u>Gautier MS 39553</u> |
| Parcel ID No.: | <u>82434021.000</u>     |

hereby petition to the City of Gautier to *Grant a Conditional Use Major or Minor of* 3601 Hwy 90 Gautier MS (state proposed use from Article V of the Unified Development Ordinance) at the above reference property and affirm that Fand H Trucking & A/B Dowing (name of agent) is hereby designated to act as agent on my behalf to accomplish the above.

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

Lewis Faulk  
(Owner's Signature)

\_\_\_\_\_  
(Owner's Signature)

Notary Information:

The foregoing instrument was acknowledged before me this 12th day of March, 2019 by Lewis Faulk, who is personally known to me or has produced Driver License as identification and who did take an oath.

Paula Denise Miller  
(Printed Name of Notary Public)

Paula D Miller  
(Signature of Notary Public)

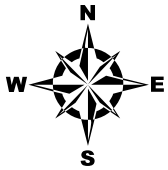
Commission # 82427. My commission expires 8/27/22.



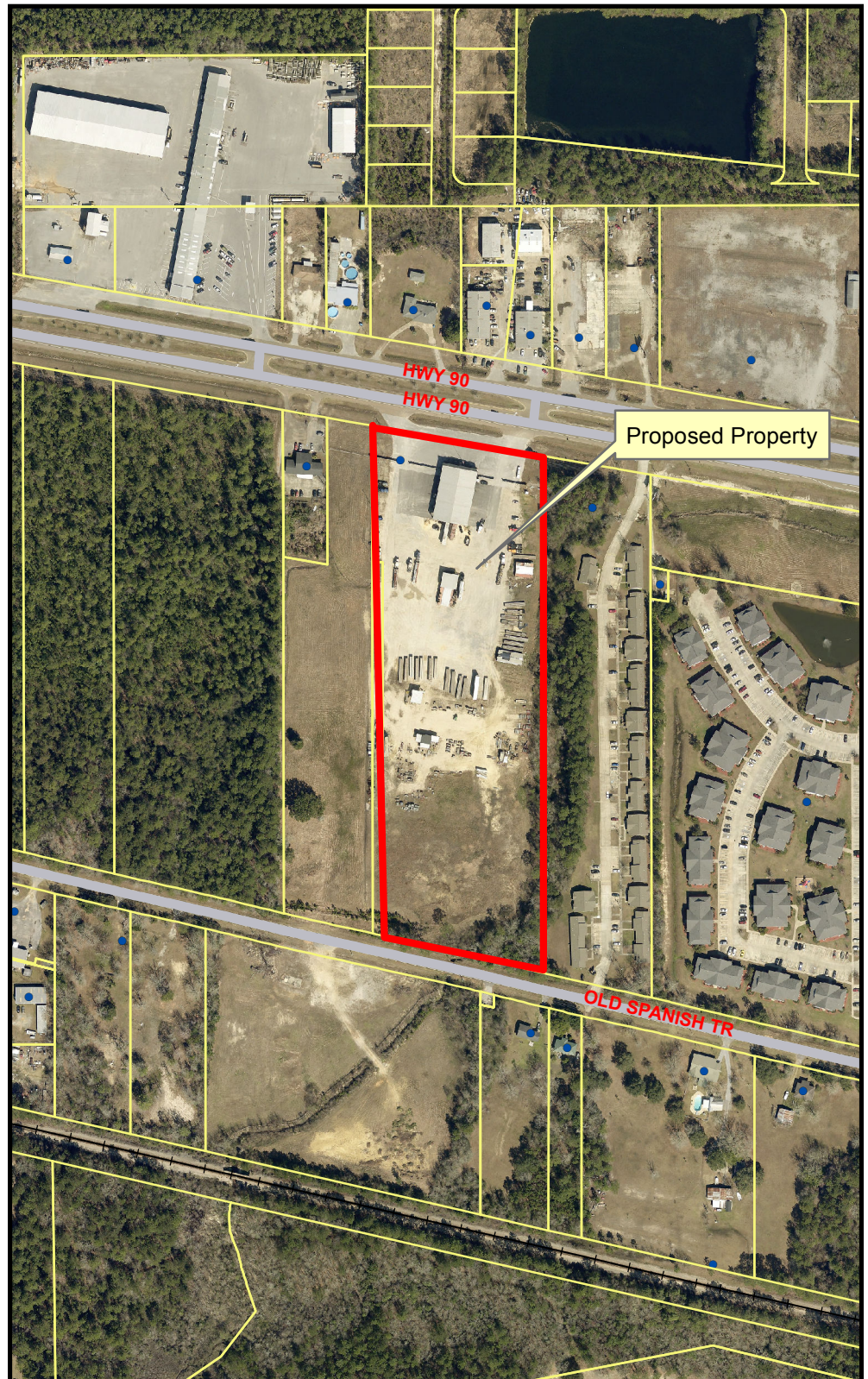


## Exhibit A Location Map

City Of Gautier  
Planning Department

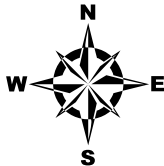


Prepared by the  
City of Gautier  
Planning Department



# Exhibit B Existing Zoning Map

City Of Gautier  
Planning Department



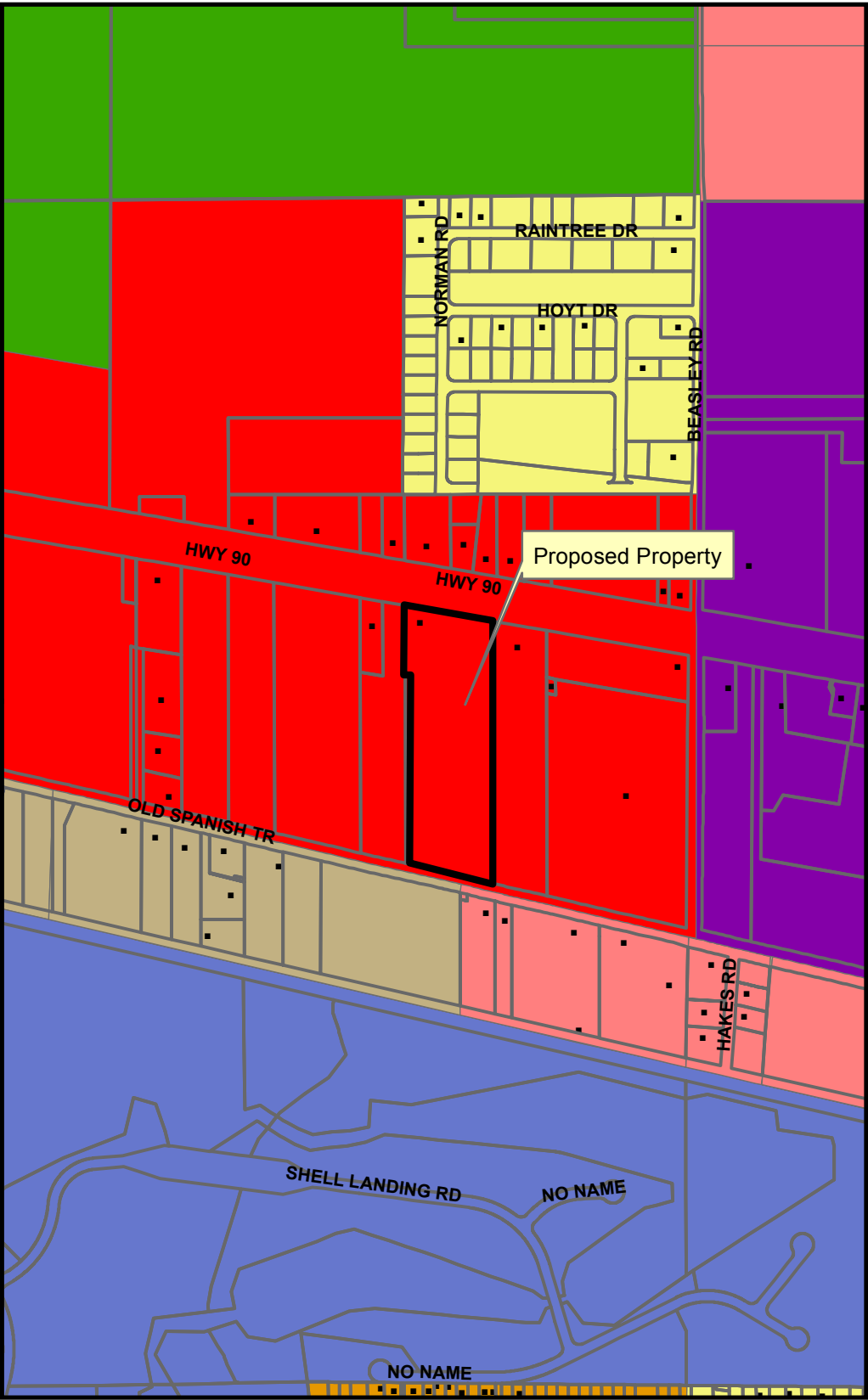
Prepared by the  
City of Gautier  
Planning Department

**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



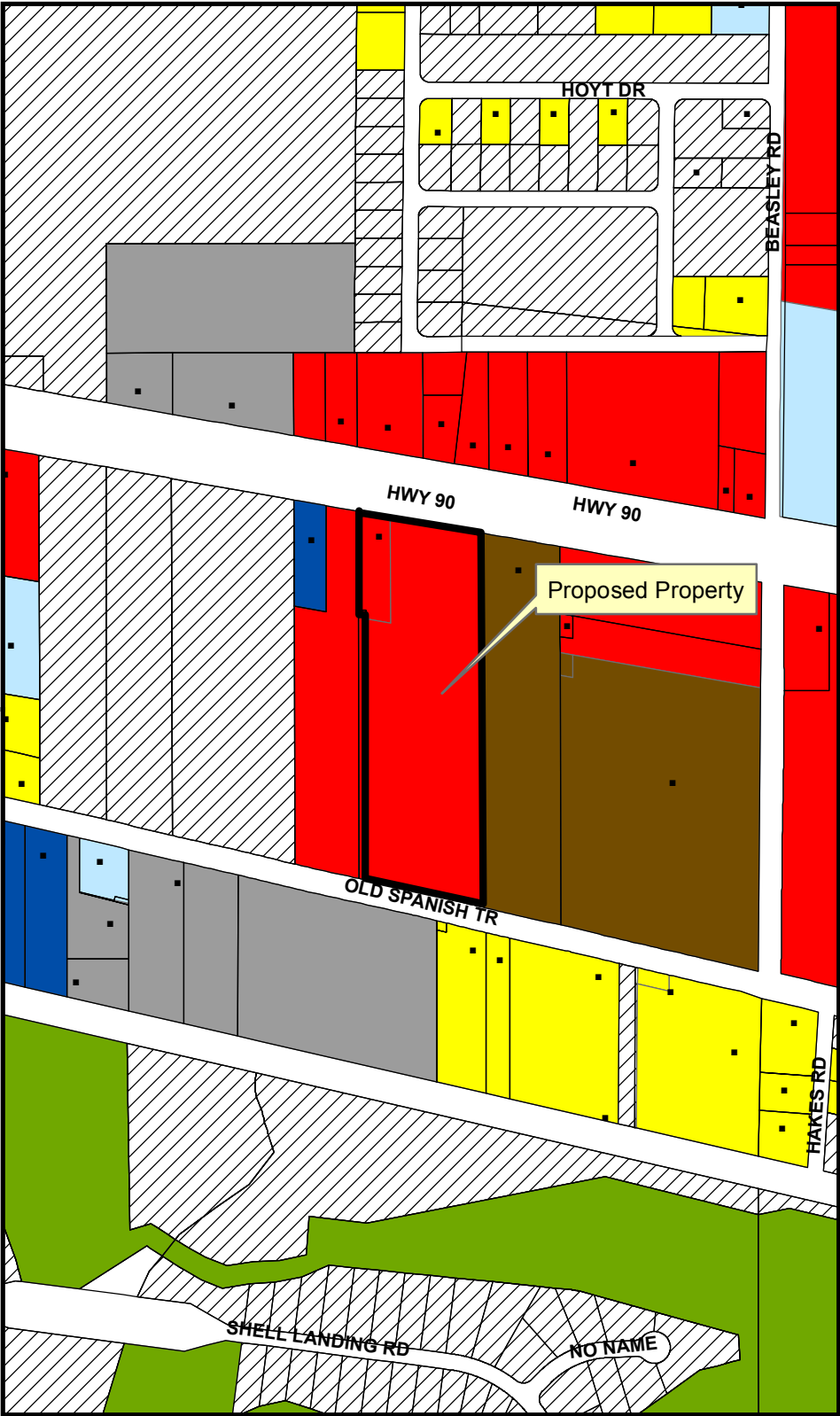
Prepared by the  
City of Gautier  
Planning Department

### Legend

- Gautier\_Parcels\_Trimmed\_0617
- City\_Limits

### EXISTING LAND USE

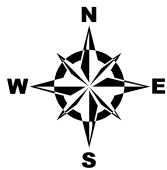
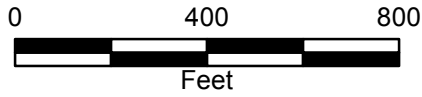
- Commercial-Retail
- Conservation
- Civic
- Industrial
- Marina/Fish Camps
- High Density Residential
- Mobile Home
- Mobile Home Park
- Medium Density Residential
- Office
- Recreation
- Very Low to Low Density Residential
- Utility
- Vacant





# Exhibit D Future Land Use Map

City Of Gautier  
Planning Department



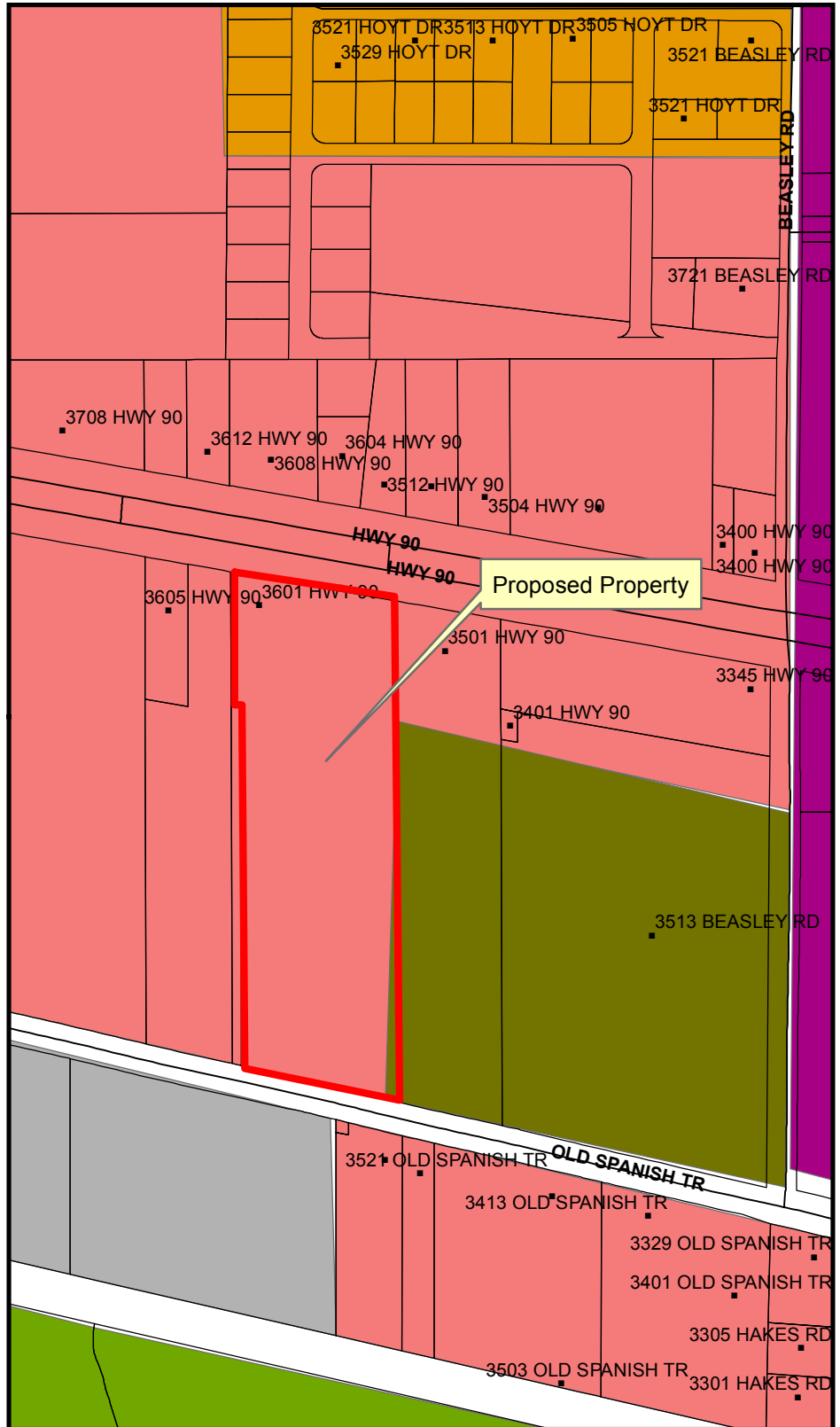
Prepared by the  
City of Gautier  
Planning Department

## Legend

### FUTURE LAND USE

#### FLU\_Class

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



### **Excerpt from May 2, 2019 Gautier Planning Commission Meeting:**

The Planning Department has received a request from Brian Ladnier representative for A&B Towing for a Conditional Use Major to allow a Wrecker Towing Service in a C-3 Highway Commercial Zoning District. (GPC Case No. 19-07-CU)

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

#### **REQUEST:**

Planning Department has received a request from Brian Ladnier for a Conditional Use-Major Permit that would allow a Wrecker Towing Service in a C-3, Highway Commercial Zone at 3601 HWY 90, PID #82434021.000. The application fee of \$250 was paid on March 14, 2019. All public notice requirements have been met.

#### **BACKGROUND:**

The request property is zoned C-3 Highway Commercial

1. Location: 3601 HWY 90 (See Exhibit A)
2. General features of the proposed project:  
Site Size: 1 Acre behind F&H Trucking
3. Potable Water and Wastewater Services: Available from City
4. Existing Zoning - C-3 Highway Commercial (See Exhibit B)
5. Existing Land Use –Commercial Trucking Company (See Exhibit C)
6. Comprehensive Plan Future Land Use Designation – High Impact Commercial.  
(See Exhibit D)

#### **DISCUSSION:**

The following addresses the review criteria for a Major Conditional Use outlined in Section 4.17.5 of the UDO.

1. Is the proposed use listed in the list of possible Conditional Uses in the particular Zoning District?

*Applicant: Yes, it is a possible Conditional Use in this district.*

*Staff Finding: Yes, Wrecker Towing Service is listed as a Conditional Use-Major in a Highway Commercial C-3 Zoning District.*

2. Describe how the project is compatible with the character of development in the vicinity relative to (a) density, bulk and intensity of structures, (b) parking, and (c) other uses. Please attach parking plan, site plan, architectural rendering or other plans.

*Applicant Response: Yes, because the trucking company is existing and in full operation.*

*Staff Finding: The proposed use is commercial and the area is zoned Highway Commercial. The proposed tow yard will be behind the F&H Trucking building, which has fencing to screen the vehicles from sight.*

3. Will your project negatively affect neighboring property values or pose a real or perceived threat to citizens? Explain.

*Applicant Response: No, the vehicles will be located on the back of F&H property and not visible from the road.*

*Staff Finding: There is no evidence to indicate the proposed use will negatively affect the property values, or cause a detriment to the surrounding properties. All of the surrounding parcels are zoned Highway Commercial or Industrial.*

4. Will your project adversely affect vehicular or pedestrian traffic in the vicinity? Explain.

*Applicant Response: No.*

*Staff Finding: There is no evidence that the proposed commercial use will have any adverse effect on vehicular or pedestrian traffic.*

5. Can the proposed use be accommodated by existing or proposed public services and facilities including, but not limited to, water, sanitary sewer, streets, drainage, police and fire protection, and schools?

*Applicant Response: N/A*

*Staff Finding: The proposed use can be accommodated by existing public services and facilities.*

6. Is the proposed use in harmony with the Comprehensive Plan? Explain how.

*Applicant: Yes.*

*Staff Response: Yes, the Comprehensive plan proposes High Impact Commercial in this area.*

7. Does the proposed use pose a hazardous, detrimental, or disturbing affect, either real or perceived, to present surrounding land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances? Explain.

*Applicant Response: No.*

*Staff Finding: There is no evidence that the proposed use poses a hazardous, detrimental or disturbing affect to present surrounding uses.*

8. Does the use conform to all district regulations for the applicable district in which it is located, or have other provisions been provided for? Explain.

*Applicant Response: Yes.*

*Staff Finding: The proposed use will conform to district regulations.*

## **REVIEW CRITERIA:**

1. The UDO defines conditional uses as specific uses which are enumerated in each zoning district and which because of their nature are not allowed by right but may be allowed after the required review process. The City may specify certain conditions as necessary to make the use compatible with other uses in the same district. Conditional uses are issued for uses of land and uses designated "Conditional Uses-Major" are transferable from one (1) owner of land to another.

The UDO further defines Conditional Uses-Major as uses that are not allowed by right but require a recommendation by the Planning Commission and the approval of the City Council. Additionally, if the conditional use is transferred to a new owner, the new owner must submit a letter to the Planning Director agreeing to the current terms and condition.

2. Conditional Uses-Major requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).

## **CONCLUSION:**

Staff finds that the proposed use will be compatible and harmonious with the Highway Commercial Zoning District and recommends approval with no specific proposed conditions.

The Planning Commission may:

1. Recommend that City Council approve the Conditional Use-Major
2. Recommend that City Council approve the Conditional Use-Major with changes; or
3. Recommend that City Council deny the Conditional Use-Major.

**Brian Ladnier** 13606 Seaman Rd. Vancleave, MS spoke to the need and appropriateness of this new business.

There were none in attendance speaking in opposition

The Planning Commission may:

1. Recommend that City Council approve the Conditional Use-Major



2. Recommend that City Council approve the Conditional Use-Major with changes; or
3. Recommend that City Council deny the Conditional Use-Major.

**ACTION TAKEN:**

**Commissioner Jamison** made the motion to recommend that City Council approve the Conditional Use Major as presented.

**Commissioner Ward** seconded the motion and the following vote was recorded:

|              |                       |
|--------------|-----------------------|
| <b>AYES:</b> | <b>David Wooten</b>   |
|              | <b>Kay C. Jamison</b> |
|              | <b>Jimmy Green</b>    |
|              | <b>Joshua Ward</b>    |
|              | <b>Paul Gainer</b>    |
|              | <b>James Lee</b>      |
|              | <b>William Davis</b>  |

**Motion passed.**

The Planning Department has received a request from City Council to amend Section 4.18.1 of the Unified Development Ordinance and the addition of 12.8.4 (City Initiated) (GPC # 19-10-UDO)

**REQUEST:**

The City Council has directed Planning Department Staff to draft an amendment to the Unified Development Ordinance (UDO) pursuant to Section 4.18.1, to reflect a text change that would allow commercial properties to reapply for a Variance even if a Variance has previously been denied within the past twelve (12) months by City Council.

The City Council has also directed the Planning Department Staff to draft changes to the UDO Sign Ordinance to allow an increase to the square footage of commercial signage within the Corridor Overlay District.

**BACKGROUND:**

The Unified Development Ordinance currently states that to initiate and apply for a Variance the property owner or owner agent can apply provided that said property has not been denied a Variance in the past twelve (12) months. City Council has directed Staff to amend the UDO to reflect that a past denial does not apply to commercial properties.

The Unified Development Ordinance states that Signs in Commercial Districts adhere to the sizes that are specified in the UDO in Section 12.8.1 and 12.8.2. City Council feels that some of the sizes may be too stringent and would like to consider changes to the current UDO to reflect that certain Commercial properties are allowed additional square footage to their signage.

### **DISCUSSION:**

The City of Gautier's Unified Development Ordinance currently states: A request for a Variance may be initiated by the property owner or agent of the owner provided that said property has not been denied a previous request for a Variance for the same property or portion of property within the past twelve (12) months. City Council requests that the UDO Section 4.18.1 reflect the following changes: **A request for a Variance may be initiated by the property owner or agent of the owner. Owners of residential properties shall not be permitted to apply if they have been denied a previous request for a Variance for the same property or portion of property within the past twelve (12) months.**

The Planning Department proposes to add Section 12.18.4 to the UDO stating: **On-Site Signs located within the Corridor Overlay District shall be permitted an additional twenty (20) percent square footage above that typically allowed in the underlying zone or district. Such signs must comply with all other requirements of this ordinance.**

### **STAFF FINDINGS:**

Staff finds that City Council's request for amendments of the UDO, including a text change for a Variance in Section 4.18.1, and the addition of Section 12.18.4 allowing signs that are in the Corridor Overlay District to increase in square feet by up to twenty (20) percent, are relevant amendments which coincide with needs of the business district.

### **RECOMMENDATIONS:**

Planning Commission may:

1. Recommend that City Council approve the UDO Amendment;
2. Recommend that City Council approve the UDO Amendment with changes; or
3. Recommend that City Council deny the UDO Amendment.

**ACTION TAKEN:**

**Chairman Wooten** recused himself from the discussion and vote on the addition of Section 12.18.4 to the sign section of the UDO.

**Commissioner Jamison** made the motion to recommend that City Council approve the addition of the section 12.18.4 of the UDO.

**Commissioner Ward** seconded the motion and the following vote was recorded:

**AYES:**

**Kay C. Jamison  
Jimmy Green  
Joshua Ward  
Paul Gainer  
James Lee  
William Davis**

**Chairman Wooten** returned for the discussion and vote on the amendment to the Variance Section 4.18.1.

**Commissioner Green** made the motion to recommend that City Council approve the amendment of 4.18.1

**Commissioner Gainer** 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:**  
**Title:**

**May 21, 2019**  
**Consideration of an Amendment to Section 4.18.1  
of the Unified Development Ordinance and the  
addition of 12.18.4 (City Initiated) GPC #19-10-  
UDO**

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

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

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**Summary Explanation: Consideration of an Amendment to Section 4.18.1 of the Unified  
Development Ordinance and the addition of 12.18.4 (City Initiated) GPC #19-10-UDO**

**EXHIBITS FOR REVIEW**

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

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

**Motion Made by:**

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

**Second Made by:**

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

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

**Action Taken:**



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

## **ORDINANCE NUMBER 000-2019**

**AN ORDINANCE OF THE CITY COUNCIL OF GAUTIER, MISSISSIPPI, PROVIDING AUTHORITY & INTENT; ADOPTING TEXT CHANGES TO THE UNIFIED DEVELOPMENT ORDINANCE.**

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI, THAT THE TEXT CHANGES TO THE UNIFIED DEVELOPMENT ORDINANCE OF THE CITY OF GAUTIER BE ADOPTED AS FOLLOWS:**

### **Section 1. Authority & Intent**

- A. The authority for enactment of this ordinance is contained in Mississippi Code Annotated, Section 17-1-11.
- B. City Staff and Planning Commission were directed by City Council to initiate text changes to the Unified Development Ordinance relating to re-application for certain variances within 12 months, and the size of signage in the corridor overlay district.
- C. The Gautier Planning Commission held a public hearing, after giving due public notice, and considered the text changes to this ordinance on May 2, 2019. The City Council considered the amendments on May 21, 2019.

### **Section 2. Adoption of Text Changes to the Unified Development Ordinance**

The City of Gautier hereby adopts the attached Text Changes to the Unified Development Ordinance.

### **Section 3. Conflicts**

All ordinances or parts of ordinances in conflict with this ordinance are repealed to the extent of such conflict.

### **Section 4. Severability**

If any word, phrase, sentence, paragraph or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

### **Section 5. Effective Date**

This Ordinance shall take effect immediately upon completion of the statutory

requirements.

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

**AYES:**

**NAYS:**

**Adopted:** \_\_\_\_\_  
Phil Torjusen, Mayor

**Attest:**

\_\_\_\_\_  
Cynthia Russell, City Clerk

**BLANK** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of May 21, 2019.

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Paula Yancey, City Manager  
**From:** Ramona Morgan, Planning Technician  
**Date:** 5/13/2019  
**Subject:** Consideration of an Amendment to Section 4.18.1 of the Unified Development Ordinance and the addition of 12.18.4 (City Initiated) GPC #19-10-UDO

---

**REQUEST:**

The City Council has directed Planning Department Staff to draft an amendment to the Unified Development Ordinance (UDO) pursuant to Section 4.18.1, to reflect a text change that would allow commercial properties to reapply for a Variance even if a Variance has previously been denied within the past twelve (12) months by City Council.

The City Council has also directed the Planning Department Staff to draft changes to the UDO Sign Ordinance to allow an increase to the square footage of commercial signage within the Corridor Overlay District.

**BACKGROUND:**

The Unified Development Ordinance currently states that to initiate and apply for a Variance the property owner or owner agent can apply provided that said property has not been denied a Variance in the past twelve (12) months. City Council has directed Staff to amend the UDO to reflect that a past denial does not apply to commercial properties.

The Unified Development Ordinance states that Signs in Commercial Districts adhere to the sizes that are specified in the UDO in Section 12.8.1 and 12.8.2. City Council feels that some of the sizes may be too stringent and would like to consider changes to the current UDO to reflect that certain Commercial properties are allowed additional square footage to their signage.

**DISCUSSION:**

The City of Gautier's Unified Development Ordinance currently states: A request for a Variance may be initiated by the property owner or agent of the owner provided that said property has not been denied a previous request for a Variance for the same property or portion of property within the past twelve (12) months. City Council requests that the UDO Section 4.18.1 reflect the following changes: A request for a Variance may be initiated by the property owner or agent of the owner. Owners of residential properties shall not be permitted to apply if they have been denied a previous request for a Variance for the same property or portion of property within the past twelve (12) months.

The Planning Department proposes to add Section 12.18.4 to the UDO stating: On-Site Signs located within the Corridor Overlay District shall be permitted an additional twenty (20) percent square footage above that typically allowed in the underlying zone or district. Such signs must comply with all other requirements of this ordinance.

**RECOMMENDATION:**

Planning Commission recommends that City Council approve the UDO text changes as presented.

City Council may:

1. Approve the text change UDO Amendments;
2. Approve the text change UDO Amendments with changes; or
3. Deny the UDO text change Amendments.

**ATTACHMENTS:**

1. Combined Packet 19-10-UDO
2. Please see Minute Excerpt attached to GPC 19

**Gautier Planning Commission**

**Regular Meeting Agenda**

**May 2, 2019**

**Text Change**

**UDO Amendment**

**VII. NEW BUSINESS**

A. REQUEST TO AMEND THE UDO TO REFLECT A TEXT CHANGE TO 4.18.1 VARIANCE **AND** ADD SECTION 12.18.4 TO ARTICLE XII SIGN (CITY INITIATED) (GPC #19-10-UDO)



## **CITY OF GAUTIER STAFF REPORT**

**To:** Chairman and Members, Planning Commission

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

**Date:** April 16, 2019

**Subject:** Consideration of an Amendment to Section 4.18.1 of the Unified Development Ordinance and the addition of 12.18.4 (City Initiated) GPC #19-10-UDO

---

### **REQUEST:**

The City Council has directed Planning Department Staff to draft an amendment to the Unified Development Ordinance (UDO) pursuant to Section 4.18.1, to reflect a text change that would allow commercial properties to reapply for a Variance even if a Variance has previously been denied within the past twelve (12) months by City Council.

The City Council has also directed the Planning Department Staff to draft changes to the UDO Sign Ordinance to allow an increase to the square footage of commercial signage within the Corridor Overlay District.

### **BACKGROUND:**

The Unified Development Ordinance currently states that to initiate and apply for a Variance the property owner or owner agent can apply provided that said property has not been denied a Variance in the past twelve (12) months. City Council has directed Staff to amend the UDO to reflect that a past denial does not apply to commercial properties.

The Unified Development Ordinance states that Signs in Commercial Districts adhere to the sizes that are specified in the UDO in Section 12.8.1 and 12.8.2. City Council feels that some of the sizes may be too stringent and would like to consider changes to the current UDO to reflect that certain Commercial properties are allowed additional square footage to their signage.

### **DISCUSSION:**

The City of Gautier's Unified Development Ordinance currently states: A request for a Variance may be initiated by the property owner or agent of the owner provided that said property has not been denied a previous request for a Variance for the same property or portion of property within the past twelve (12) months. City Council requests that the UDO Section 4.18.1 reflect the following changes: **A request for a Variance may be initiated by the property owner or agent of the owner. Owners of residential properties shall not be permitted to apply if they have been denied a previous request for a Variance for the same property or portion of property within the past twelve (12) months.**

The Planning Department proposes to add Section 12.18.4 to the UDO stating: **On-Site Signs located within the Corridor Overlay District shall be permitted an additional twenty (20) percent square footage above that typically allowed in the underlying zone or district. Such signs must comply with all other requirements of this ordinance.**

### **STAFF FINDINGS:**

Staff finds that City Council's request for amendments of the UDO, including a text change for a Variance in Section 4.18.1, and the addition of Section 12.18.4 allowing signs that are in the Corridor Overlay District to increase in square feet by up to twenty (20) percent, are relevant amendments which coincide with needs of the business district.

### **RECOMMENDATIONS:**

Staff recommends that Planning Commission recommend the approval of the UDO text changes as presented.

Planning Commission may:

1. Recommend that City Council approve the UDO Amendment;
2. Recommend that City Council approve the UDO Amendment with changes; or
3. Recommend that City Council deny the UDO Amendment.

### **ATTACHMENTS:**

1. UDO Excerpts with proposed changes

### **12.18.3 District Off-Site Sign Requirements**

- A.** Appearance and Materials – Within the sign overlay district, the Off-Site Sign Marquee must incorporate a minimum of two (2) architectural elements from the official Gautier entrance signs, park entrance signs, directional signs, and/or town center gateway signs. Namely, these architectural elements include: stone, brick, black aluminum, pitched copper roof type cover, copper metal backing, square wooden columns, fluted columns, natural roughhewn wood with routed lettering, or some other detail keeping with the theme “Nature’s Playground” and the historic fishing village feel. In addition, the marquee may incorporate the City’s crane (bird) insignia or Nature’s Playground logo/theme.
- B.** Sign Size Limitations
  - 1. Single Off-Site Marquees shall be limited to the same size requirements as a regular business sign.
  - 2. Shared Off-Site Marquees shall be limited to the same size requirements as a regular business sign per businesses listed on the marquee.
- C.** Height Limitations
  - 1. Single Off-Site Marquees shall be limited to the same height requirements as a regular business sign.
  - 2. Shared Off-Site Marquees shall be limited to the same height requirements as a regular business sign for two (2) businesses listed on the marquee. Five (5) additional feet may be added to the maximum height of the sign per every two (2) additional businesses listed on the marquee.

### **12.18.4 On-Site Signs within the Corridor Overlay District**

- A.** On-Site Signs located within the Corridor Overlay District shall be permitted an additional twenty (20) percent square footage above that typically allowed in the underlying zone or district. Such signs must comply with all other requirements of this ordinance.

## **SECTION 4.18: Variance**

In certain circumstances, a Variance from the dimensional requirements (i.e. height, setbacks, square footage) of this Ordinance may be granted if the applicant can prove that because of physical constraints of the property involved, he is not able to build the same type of structure that other persons with the same zoning classification can build. Variances for uses permitted will not be considered in as much as “use Variances” are not legal in the State of Mississippi.

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

### **4.18.1 Who May Initiate**

A request for a Variance may be initiated by the property owner or agent of the owner. Owners of residential properties shall not be permitted to apply if they have been denied a previous request for a Variance for the same property or portion of property within the past twelve (12) months.

### **4.18.2 Application for Variance**

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

### **4.18.3 Administrative Variances**

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

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

### **4.18.4 Criteria for Approval**

The Variance application shall demonstrate the following:

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

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

**Please see Minute Excerpt attached to GPC 19-07-CU for the vote and motion passed on GPC 19- 10-UDO**



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

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

**May 21, 2019  
Approval of Docket of Claims**

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

**Teresa Montgomery 497-8000**

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**Summary Explanation: Approval of the Docket of Claims.**

**EXHIBITS FOR REVIEW**

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

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

**Motion Made by:**

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

**Second Made by:**

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

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

**Action Taken:**

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

**ORDER NUMBER 000-2019**

**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:**

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

**BLANK** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of May 21, 2019.

| Fund | Name of Claimant                  | Trans #                         | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|------|-----------------------------------|---------------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 001  | SECURE NETWORKS LLC               | 191946                          | 05/21/2019   | 05/01/2019 |              |              | 2,430.00     |                      |
|      | Account Number                    | Description                     |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-092-698                       | JUN 2019 NETWORK SERVICES       |              | 3768       | 04/14/2019   |              |              | 2,280.00             |
|      | 001-092-698                       | SYNCHRONIZED EMAIL              |              | 3768       | 04/14/2019   |              |              | 150.00               |
| 001  | O'REILLY AUTO PARTS               | 191948                          | 05/21/2019   | 05/01/2019 |              |              | 288.82       |                      |
|      | Account Number                    | Description                     |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-170-639                       | 18OZ TIRE REPR (4)              |              | 1978126955 | 04/04/2019   |              |              | 43.96                |
|      | 001-170-638                       | WIPER BLADE (2): BUCKET TRK     |              | 1978126958 | 04/04/2019   |              |              | 7.64                 |
|      | 001-170-639                       | FUEL FILTER: BACKHOE            |              | 1978127353 | 04/08/2019   |              |              | 18.62                |
|      | 001-100-639                       | HEAT SHRINK: RADAR SIGN         |              | 1978127489 | 04/09/2019   |              |              | 13.99                |
|      | 001-170-639                       | TREATMENT, VULCN CEMENT         |              | 1978128227 | 04/16/2019   |              |              | 14.29                |
|      | 001-170-638                       | PRES SEN: 2005 FORD FREESTAR    |              | 1978128941 | 04/23/2019   |              |              | 83.99                |
|      | 001-100-570                       | 1GAL ANTIFREZ (3), TREATMENT    |              | 1978128942 | 04/23/2019   |              |              | 60.47                |
|      | 001-161-638                       | 8OZ GREASE                      |              | 1978129053 | 04/24/2019   |              |              | 13.99                |
|      | 001-161-639                       | 14OZ BRAKE CLN (12), SILICONE   |              | 1978129061 | 04/24/2019   |              |              | 31.87                |
| 001  | LOWES HOME CENTERS INC            | 191963                          | 05/21/2019   | 05/02/2019 |              |              | 760.00       |                      |
|      | Account Number                    | Description                     |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-170-635                       | PAINT SUPPLIES: SR CENTER       |              | 911533     | 03/25/2019   |              |              | 147.79               |
|      | 001-170-559                       | 4 TIER STAND                    |              | 911791     | 03/26/2019   |              |              | 16.14                |
|      | 001-161-559                       | 32CT NIAGARA WATER (25)         |              | 901021     | 04/01/2019   |              |              | 94.50                |
|      | 001-170-559                       | SFTY GLASSES, TUBE, HOSE MENDER |              | 901131     | 04/02/2019   |              |              | 30.34                |
|      | 001-170-635                       | CHROME HANDLE FAUCET: SR CENTER |              | 901433     | 04/03/2019   |              |              | 18.99                |
|      | 001-170-559                       | S/PAINT(2), PVC PIPE (3), ADH   |              | 901692     | 04/05/2019   |              |              | 17.86                |
|      | 001-170-559                       | CAP PVC FITTING, DRILL SCREWS   |              | 902545     | 04/08/2019   |              |              | 4.57                 |
|      | 001-170-635                       | RECIP BLADE, NORMAL BLOCK (8)   |              | 901490     | 04/09/2019   |              |              | 15.14                |
|      | 001-170-634                       | MAINT: SPLASH PAD               |              | 902653     | 04/09/2019   |              |              | 129.58               |
|      | 001-161-559                       | SPEC KILLER, GLUE, RAYOVAC BATT |              | 901819     | 04/10/2019   |              |              | 56.91                |
|      | 001-170-635                       | DECKING BOARD (10)              |              | 902776     | 04/11/2019   |              |              | 47.30                |
|      | 001-170-635                       | TREATED LUMBER (2), WOOD SCREWS |              | 902776     | 04/11/2019   |              |              | 27.11                |
|      | 001-170-513                       | FLAGGING TAPE (8)               |              | 902277     | 04/15/2019   |              |              | 30.24                |
|      | 001-170-639                       | UNIVERSAL STARTER               |              | 911422     | 04/16/2019   |              |              | 4.74                 |
|      | 001-170-577                       | MASTER LOCK RESET COMBO         |              | 901196     | 04/18/2019   |              |              | 16.14                |
|      | 001-170-634                       | 4 PINE PLYWOOD SHEETING         |              | 902723     | 04/22/2019   |              |              | 17.21                |
|      | 001-170-639                       | SPRAY GUN KIT: PRESSURE WASHER  |              | 911095     | 04/22/2019   |              |              | 56.99                |
|      | 001-170-559                       | 60YD DUCT TAPE                  |              | 912154     | 04/23/2019   |              |              | 9.49                 |
|      | 001-170-559                       | RUBBER KNEEL PAD (2)            |              | 919419     | 04/24/2019   |              |              | 18.96                |
| 001  | DELTA SANITATION OF MS LLC        | 191968                          | 05/21/2019   | 05/03/2019 |              |              | 35.00        |                      |
|      | Account Number                    | Description                     |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-170-698                       | FRAZIER PORT O LET              |              | 0001014495 | 04/30/2019   |              |              | 35.00                |
| 001  | AFFORDABLE TIRE & AUTO CENTER LLC | 191973                          | 05/21/2019   | 05/03/2019 |              |              | 235.00       |                      |
|      | Account Number                    | Description                     |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-638                       | PATCH TIRE: U #12411            |              | 190602     | 04/15/2019   |              |              | 25.00                |
|      | 001-100-638                       | PATCH TIRE: U #14402            |              | 190602     | 04/15/2019   |              |              | 25.00                |
|      | 001-100-638                       | PATCH TIRE: U #14402            |              | 190602     | 04/15/2019   |              |              | 25.00                |
|      | 001-100-638                       | PATCH TIRE (2): K9 EXPLORER     |              | 190602     | 04/15/2019   |              |              | 50.00                |
|      | 001-170-639                       | REPR REAR TIRE: EXMARK          |              | 190622     | 04/15/2019   |              |              | 25.00                |

| Fund | Name of Claimant                      | Trans #                       | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|------|---------------------------------------|-------------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 001  | AFFORDABLE TIRE & AUTO CENTER LLC     | 191973                        | 05/21/2019   | 05/03/2019 |              |              | 235.00       | (CONTINUED)          |
|      | Account Number                        | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-170-639                           | REAR TIRE 24X12X12: SCAG      |              | 190622     | 04/15/2019   |              |              | 85.00                |
| 001  | CABLE ONE INC                         | 191974                        | 05/21/2019   | 05/06/2019 |              |              | 130.07       |                      |
|      | Account Number                        | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-092-698                           | MAY 2019: #107571481          |              | 04242019   | 05/01/2019   |              |              | 130.07               |
| 001  | CABLE ONE INC                         | 191975                        | 05/21/2019   | 05/06/2019 |              |              | 84.62        |                      |
|      | Account Number                        | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-170-698                           | MAY 2019: SR BLDG #120793682  |              | 04242019   | 05/01/2019   |              |              | 84.62                |
| 001  | GOVERNMENT BRANDS SHARED SERVICES     | 191976                        | 05/21/2019   | 05/06/2019 |              |              | 1,475.00     |                      |
|      | Account Number                        | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-010-698                           | MAY 2019 COURT SUPPORT        |              | 1-44940    | 05/01/2019   |              |              | 1,475.00             |
| 001  | CINTAS CORPORATION NO 2               | 191977                        | 05/21/2019   | 05/06/2019 |              |              | 274.72       |                      |
|      | Account Number                        | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-205-535                           | MAINTENANCE                   |              | 240569674  | 04/03/2019   |              |              | 68.68                |
|      | 001-205-535                           | MAINTENANCE                   |              | 240570566  | 04/10/2019   |              |              | 68.68                |
|      | 001-205-535                           | MAINTENANCE                   |              | 240571469  | 04/17/2019   |              |              | 68.68                |
|      | 001-205-535                           | MAINTENANCE                   |              | 240572364  | 04/24/2019   |              |              | 68.68                |
| 001  | AIRGAS USA LLC                        | 191978                        | 05/21/2019   | 05/06/2019 |              |              | 200.79       |                      |
|      | Account Number                        | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-205-588                           | CYLINDER RENTAL               |              | 9961560518 | 04/30/2019   |              |              | 200.79               |
| 001  | CENTERPOINT ENERGY                    | 191980                        | 05/21/2019   | 05/06/2019 |              |              | 36.09        |                      |
|      | Account Number                        | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-161-630                           | CENTRAL FIRE STN:3/25-4/24/19 |              | 11000885-1 | 05/01/2019   |              |              | 20.13                |
|      | 001-161-630                           | SOUTH FIRE STN: 3/25-4/24/19  |              | 11000999-0 | 05/01/2019   |              |              | 15.96                |
| 001  | AT&T GLOBAL NETWORK SERVS LLC         | 191981                        | 05/21/2019   | 05/06/2019 |              |              | 229.64       |                      |
|      | Account Number                        | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-699                           | NCIC EQUIPMENT CHARGES        |              | GF75515    | 05/01/2019   |              |              | 229.64               |
| 001  | CITY OF GAUTIER 7M BOND ACCT          | 191983                        | 05/21/2019   | 05/07/2019 |              |              | 21,612.74    |                      |
|      | Account Number                        | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-000-104                           | TR MDOT REIMBS                |              | 04262019   | 04/26/2019   |              |              | 21,612.74            |
| 001  | JACKSON COUNTY ADULT DETENTION CENTER | 191984                        | 05/21/2019   | 05/07/2019 |              |              | 6,650.00     |                      |
|      | Account Number                        | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-010-696                           | APR 2019 ADC CHGS             |              | 04302019   | 05/03/2019   |              |              | 6,650.00             |
| 001  | TEC                                   | 191985                        | 05/21/2019   | 05/07/2019 |              |              | 100.32       |                      |
|      | Account Number                        | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-092-605                           | MONTHLY LONG DISTANCE         |              | 963023     | 05/01/2019   |              |              | 100.32               |
| 001  | DPS CRIME LAB                         | 191986                        | 05/21/2019   | 05/07/2019 |              |              | 60.00        |                      |
|      | Account Number                        | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-699                           | ANALYTIC FEES                 |              | 90079567   | 05/01/2019   |              |              | 60.00                |



QUEITA GLMCLM17 05/16/2019 13:32 Gautier Current Purchasing  
Docket of Claims  
Release date from 05/21/2019 thru 05/21/2019

| Fund | Name of Claimant                       | Trans #                        | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|------|----------------------------------------|--------------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 001  | C SPIRE WIRELESS                       | 191987                         | 05/21/2019   | 05/07/2019 |              |              | 908.97       |                      |
|      | Account Number                         | Description                    | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-021-605                            | CITY MGR CELL PHONES           | 0030759348   | 04/30/2019 |              |              | 50.83        |                      |
|      | 001-022-605                            | HR CELL PHONES                 | 0030759348   | 04/30/2019 |              |              | 50.83        |                      |
|      | 001-040-605                            | ADMIN CELL PHONES              | 0030759348   | 04/30/2019 |              |              | 135.85       |                      |
|      | 001-090-605                            | BLDG-PLNG CELL PHONES          | 0030759348   | 04/30/2019 |              |              | 203.32       |                      |
|      | 001-090-698                            | IPAD SERVICE (3)               | 0030759348   | 04/30/2019 |              |              | 102.57       |                      |
|      | 001-094-605                            | GRANT-PROJ CELL PHONES         | 0030759348   | 04/30/2019 |              |              | 101.66       |                      |
|      | 001-161-605                            | FIRE DEPT CELL PHONES          | 0030759348   | 04/30/2019 |              |              | 60.59        |                      |
|      | 001-170-605                            | RECREATION CELL PHONES         | 0030759348   | 04/30/2019 |              |              | 152.49       |                      |
|      | 001-205-605                            | MAINT CELL PHONES              | 0030759348   | 04/30/2019 |              |              | 50.83        |                      |
| 001  | AT&T INTERSTATE DED PRIVATE LINE SERVS | 191989                         | 05/21/2019   | 05/07/2019 |              |              | 409.40       |                      |
|      | Account Number                         | Description                    | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-100-699                            | ACCUNET T1.5 DIGITAL SERV      | 3108511485   | 04/01/2019 |              |              | 204.70       |                      |
|      | 001-100-699                            | ACCUNET T1.5 DIGITAL SERV      | 3109145542   | 05/01/2019 |              |              | 204.70       |                      |
| 001  | BELL AUTO PARTS INC                    | 191990                         | 05/21/2019   | 05/07/2019 |              |              | 1,057.49     |                      |
|      | Account Number                         | Description                    | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-170-639                            | SPRAY GUN (2), 12V SPRAY PUMP  | 43086        | 04/22/2019 |              |              | 268.80       |                      |
|      | 001-170-639                            | SPRAY GUN TIP (6)              | 43086        | 04/22/2019 |              |              | 36.00        |                      |
|      | 001-170-639                            | SWITCH (2): TOWER LIGHT        | 43098        | 04/16/2019 |              |              | 131.20       |                      |
|      | 001-170-639                            | CAPACITOR: TOWER LIGHT         | 43099        | 04/18/2019 |              |              | 159.85       |                      |
|      | 001-170-639                            | CIRCUIT BREAKER: TOWER LIGHT   | 43100        | 04/29/2019 |              |              | 181.72       |                      |
|      | 001-100-570                            | CHARGER PAD (2)                | 43102        | 04/11/2019 |              |              | 82.36        |                      |
|      | 001-100-570                            | CROWN VIC PADS (2)             | 43103        | 04/29/2019 |              |              | 75.76        |                      |
|      | 001-100-570                            | CROWN VIC PADS (2)             | 43104        | 04/25/2019 |              |              | 70.80        |                      |
|      | 001-170-639                            | BLADE (3): EXMARK MOWER        | D057469      | 04/30/2019 |              |              | 51.00        |                      |
| 001  | STEINER SAW & MOWER                    | 191994                         | 05/21/2019   | 05/07/2019 |              |              | 102.00       |                      |
|      | Account Number                         | Description                    | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-170-639                            | 16" CHAIN (3), 14" CHAIN (3)   | 009541       | 04/15/2019 |              |              | 102.00       |                      |
| 001  | AUTO TRUCK AND TRAILER PARTS INC       | 191995                         | 05/21/2019   | 05/07/2019 |              |              | 2,646.17     |                      |
|      | Account Number                         | Description                    | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-161-638                            | BALL VALVE (2), SS SLEEVE: B34 | 274485       | 04/01/2019 |              |              | 135.33       |                      |
|      | 001-100-570                            | PULLEY: U #57                  | 274505       | 04/01/2019 |              |              | 68.90        |                      |
|      | 001-161-638                            | EXH FLUID (6): ENG 5, CMD 33   | 274528       | 04/02/2019 |              |              | 72.78        |                      |
|      | 001-161-639                            | BATTERY: GENERATOR CFS         | 274565       | 04/03/2019 |              |              | 90.00        |                      |
|      | 001-100-570                            | WIPER (10): POLICE DEPT        | 274579       | 04/04/2019 |              |              | 75.00        |                      |
|      | 001-100-570                            | PADS (2): U #14402             | 274580       | 04/04/2019 |              |              | 109.69       |                      |
|      | 001-161-638                            | BRAKE PADS (2): ENG 4          | 274601       | 04/04/2019 |              |              | 618.11       |                      |
|      | 001-100-570                            | WASHER FLUID (36): POLICE DEPT | 274636       | 04/08/2019 |              |              | 90.00        |                      |
|      | 001-100-639                            | BATTERY: RADAR SIGN            | 274637       | 04/08/2019 |              |              | 161.00       |                      |
|      | 001-100-639                            | BATTERY: RADAR SIGN            | 274635       | 04/08/2019 |              |              | 161.00       |                      |
|      | 001-100-639                            | BATTERY CABLE (3): RADAR SIGN  | 274703       | 04/09/2019 |              |              | 6.00         |                      |
|      | 001-100-639                            | LUG (6): RADAR SIGN            | 274703       | 04/09/2019 |              |              | 6.00         |                      |
|      | 001-170-639                            | FUSE                           | 274738       | 04/11/2019 |              |              | 2.50         |                      |
|      | 001-100-570                            | WASH BRUSH, CAR WASH           | 274816       | 04/15/2019 |              |              | 23.96        |                      |
|      | 001-161-638                            | BRUSH, KNOB (3)                | 274835       | 04/16/2019 |              |              | 21.97        |                      |

| Fund | Name of Claimant                         | Trans #                         | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|------|------------------------------------------|---------------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 001  | AUTO TRUCK AND TRAILER PARTS INC         | 191995                          | 05/21/2019   | 05/07/2019 |              |              | 2,646.17     | (CONTINUED)          |
|      | Account Number                           | Description                     |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-570                              | HOSE                            |              | 274949     | 04/23/2019   |              |              | 80.67                |
|      | 001-161-638                              | SEAL (2): ENG 4                 |              | 274992     | 04/24/2019   |              |              | 78.10                |
|      | 001-161-638                              | ROTOR(2), BUSHING KIT(2): ENG 4 |              | 275022     | 04/25/2019   |              |              | 698.00               |
|      | 001-161-638                              | SLACK ADJUSTER: ENG 4           |              | 275033     | 04/26/2019   |              |              | 71.11                |
|      | 001-161-638                              | GOVERNOR, SLACK ADJUSTER: ENG 4 |              | 275054     | 04/29/2019   |              |              | 76.05                |
| 001  | SBM REPORTING LLC                        | 192017                          | 05/21/2019   | 05/09/2019 |              |              | 350.00       |                      |
|      | Account Number                           | Description                     |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-090-698                              | 5/2/19 PLANNING MTG             |              | MB990      | 05/09/2019   |              |              | 175.00               |
|      | 001-090-698                              | 5/7/19 COUNCIL MTG              |              | MB994      | 05/09/2019   |              |              | 175.00               |
| 001  | LOCAL GOVERNMENT SERVICES LLC            | 192019                          | 05/21/2019   | 05/13/2019 |              |              | 206.25       |                      |
|      | Account Number                           | Description                     |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-021-601                              | SERVICES: TELEPAK AGREEMENT     |              | 1785       | 05/03/2019   |              |              | 206.25               |
| 001  | GULF COAST VETERINARY EMERG HOSPITAL     | 192020                          | 05/21/2019   | 05/13/2019 |              |              | 100.80       |                      |
|      | Account Number                           | Description                     |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-514                              | EMERGENCY CARE: TESS            |              | 184251     | 05/03/2019   |              |              | 100.80               |
| 001  | CENTER FOR GOVT & COMMUNITY DEV          | 192022                          | 05/21/2019   | 05/13/2019 |              |              | 200.00       |                      |
|      | Account Number                           | Description                     |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-040-681                              | CLERK TRNG: CUMBEST, E          |              | GCD3141223 | 04/30/2019   |              |              | 200.00               |
| 001  | JOSHUA HILL                              | 192023                          | 05/21/2019   | 05/13/2019 |              |              | 144.00       |                      |
|      | Account Number                           | Description                     |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-161-681                              | PER DIEM ADV: FIRE CHEM I       |              | 06132019   | 06/13/2019   |              |              | 144.00               |
| 001  | ALBERT E KILLEN                          | 192024                          | 05/21/2019   | 05/13/2019 |              |              | 54.00        |                      |
|      | Account Number                           | Description                     |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-161-681                              | PER DIEM ADV: EXEC FIRE OFFCR   |              | 06062019   | 06/06/2019   |              |              | 54.00                |
| 001  | JEREMY BROWN                             | 192025                          | 05/21/2019   | 05/13/2019 |              |              | 144.00       |                      |
|      | Account Number                           | Description                     |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-161-681                              | PER DIEM ADV: FIRE INV          |              | 06202019   | 06/20/2019   |              |              | 144.00               |
| 001  | ACE DATA STORAGE INC                     | 192026                          | 05/21/2019   | 05/13/2019 |              |              | 105.00       |                      |
|      | Account Number                           | Description                     |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-170-502                              | APR 2019 SHREDDING SERVICE      |              | 65189      | 05/01/2019   |              |              | 105.00               |
| 001  | MSC 7511                                 | 192027                          | 05/21/2019   | 05/13/2019 |              |              | 470.88       |                      |
|      | Account Number                           | Description                     |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-092-698                              | FFO200-01 RENTAL FEE            |              | INV3054771 | 05/05/2019   |              |              | 470.88               |
| 001  | OVERHEAD DOOR COMPANY OF HATTIESBURG INC | 192029                          | 05/21/2019   | 05/13/2019 |              |              | 452.56       |                      |
|      | Account Number                           | Description                     |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-161-635                              | REPR BAY DOOR: NORTH STN        |              | 101200     | 01/28/2019   |              |              | 452.56               |
| 001  | CABLE ONE INC                            | 192030                          | 05/21/2019   | 05/13/2019 |              |              | 92.31        |                      |
|      | Account Number                           | Description                     |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-699                              | MAY 2019 SUBSTN: #10778827      |              | 05012019   | 05/08/2019   |              |              | 92.31                |



| Fund | Name of Claimant   | Trans #                        | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|------|--------------------|--------------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 001  | DIRECTV LLC        | 192036                         | 05/21/2019   | 05/13/2019 |              |              | 140.00       |                      |
|      | Account Number     | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-161-698        | WEST STN: 022727663 (JUN)      |              | 05132019   | 05/14/2019   |              |              | 140.00               |
| 001  | FUELMAN            | 192040                         | 05/21/2019   | 05/14/2019 |              |              | 3,213.80     |                      |
|      | Account Number     | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-090-525        | UNL FUEL                       |              | NP56038198 | 05/06/2019   |              |              | 58.12                |
|      | 001-092-525        | UNL FUEL                       |              | NP56038198 | 05/06/2019   |              |              | 29.60                |
|      | 001-100-525        | UNL FUEL                       |              | NP56038198 | 05/06/2019   |              |              | 2,292.31             |
|      | 001-161-525        | UNL & DSL FUEL                 |              | NP56038198 | 05/06/2019   |              |              | 593.71               |
|      | 001-170-525        | UNL FUEL                       |              | NP56038198 | 05/06/2019   |              |              | 154.94               |
|      | 001-205-525        | UNL FUEL                       |              | NP56038198 | 05/06/2019   |              |              | 85.12                |
| 001  | FUELMAN            | 192043                         | 05/21/2019   | 05/14/2019 |              |              | 3,128.12     |                      |
|      | Account Number     | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-525        | UNL FUEL                       |              | NP56080739 | 05/13/2019   |              |              | 2,309.60             |
|      | 001-161-525        | UNL & DSL FUEL                 |              | NP56080739 | 05/13/2019   |              |              | 661.82               |
|      | 001-170-525        | UNL FUEL                       |              | NP56080739 | 05/13/2019   |              |              | 98.55                |
|      | 001-205-525        | UNL FUEL                       |              | NP56080739 | 05/13/2019   |              |              | 58.15                |
| 001  | CABLE ONE INC      | 192045                         | 05/21/2019   | 05/14/2019 |              |              | 71.37        |                      |
|      | Account Number     | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-699        | MAY CABLE BOX: #118476316      |              | 05012019   | 05/08/2019   |              |              | 71.37                |
| 001  | CABLE ONE INC      | 192046                         | 05/21/2019   | 05/14/2019 |              |              | 214.11       |                      |
|      | Account Number     | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-699        | MAY 2019: #107718371           |              | 05012019   | 05/08/2019   |              |              | 214.11               |
| 001  | CREDIT CARD CENTER | 192051                         | 05/21/2019   | 05/14/2019 |              |              | 6,288.34     |                      |
|      | Account Number     | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-681        | MS ASSC CHIEFS CONF: ELBIN     |              | 03282019   | 03/29/2019   |              |              | 325.00               |
|      | 001-001-681        | AIRPORT PARKING: DC TRIP       |              | 03282019   | 03/29/2019   |              |              | 32.00                |
|      | 001-001-681        | HOTEL-DC TRIP: COLLEDGE,A      |              | 22074658   | 03/28/2019   |              |              | 865.56               |
|      | 001-001-681        | HOTEL-DC TRIP: TORJUSEN,P      |              | 22074408   | 03/28/2019   |              |              | 865.56               |
|      | 001-021-681        | HOTEL-DC TRIP: YANCEY,P        |              | 22074158   | 03/28/2019   |              |              | 865.56               |
|      | 001-021-681        | PER DIEM-DC TRIP: YANCEY,P     |              | 22074158   | 03/28/2019   |              |              | 186.87               |
|      | 001-170-513        | SUPPLIES:EARTH DAY/EGG HUNT    |              | 04082019   | 04/09/2019   |              |              | 172.99               |
|      | 001-022-559        | PLAQUES: P FOX, J MAY          |              | 04082019   | 04/09/2019   |              |              | 230.94               |
|      | 001-040-681        | HOTEL-CLERK TRNG: CUMBEST,E    |              | 04102019   | 04/12/2019   |              |              | 279.00               |
|      | 001-001-681        | 2019 MML CONF: COUNCIL (7)     |              | 04182019   | 04/19/2019   |              |              | 1,645.00             |
|      | 001-021-681        | 2019 MML CONF: YANCEY,P        |              | 04182019   | 04/19/2019   |              |              | 235.00               |
|      | 001-001-509        | GMYC GRADUATION CORDS (6)      |              | 04192019   | 04/22/2019   |              |              | 40.60                |
|      | 001-170-511        | SUPPLIES: SR MOVIE NIGHT       |              | 04232019   | 04/24/2019   |              |              | 23.54                |
|      | 001-170-513        | SUPPLIES:PLEIN AIR/MOVIE NIGHT |              | 04232019   | 04/24/2019   |              |              | 273.40               |
|      | 001-161-535        | UNIFORM PANTS (3): MCCOY,D     |              | 04242019   | 04/25/2019   |              |              | 119.71               |
|      | 001-170-513        | SUPPLIES: PLEIN AIR            |              | 04252019   | 04/26/2019   |              |              | 85.80                |
|      | 001-170-513        | FOOD TRAY:PLEIN AIR            |              | 04272019   | 04/29/2019   |              |              | 18.28                |
|      | 001-170-513        | POPCORN BOXES                  |              | 04282019   | 04/29/2019   |              |              | 23.53                |

| Fund | Name of Claimant                  | Trans #                         | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|------|-----------------------------------|---------------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 001  | GALLS LLC                         | 192062                          | 05/21/2019   | 05/15/2019 |              |              | 791.75       |                      |
|      | Account Number                    | Description                     | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-100-559                       | GALLS SAM BROWNE BELT           | BC0830258    | 05/01/2019 | 190674       |              | 39.99        |                      |
|      | 001-100-559                       | SF INNER TROUSER BELT           | BC0830258    | 05/01/2019 | 190674       |              | 32.99        |                      |
|      | 001-100-559                       | DUTY HOLSTER LEVEL III (2)      | BC0830258    | 05/01/2019 | 190674       |              | 339.98       |                      |
|      | 001-100-559                       | MKIII DEFENSE SPRAY CASE (2)    | BC0830258    | 05/01/2019 | 190674       |              | 59.98        |                      |
|      | 001-100-559                       | EXPANDABLE BATON HOLDER (2)     | BC0830258    | 05/01/2019 | 190674       |              | 63.98        |                      |
|      | 001-100-559                       | GALLS CLOSED TOP CUFF CASE (4)  | BC0830258    | 05/01/2019 | 190674       |              | 91.96        |                      |
|      | 001-100-559                       | LAWPRO LEATHER HOLDER LOOP (4)  | BC0830258    | 05/01/2019 | 190674       |              | 35.96        |                      |
|      | 001-100-559                       | K FORCE DOUBLE MAG (2)          | BC0830258    | 05/01/2019 | 190674       |              | 85.98        |                      |
|      | 001-100-559                       | FLIP TOP DEFENSE SPRAY(2)       | BC0830258    | 05/01/2019 | 190674       |              | 29.98        |                      |
|      | 001-100-559                       | SHIPPING                        | BC0830258    | 05/01/2019 | 190674       |              | 10.95        |                      |
| 001  | ACTION PRINTING CENTER INC        | 192063                          | 05/21/2019   | 05/15/2019 |              |              | 706.43       |                      |
|      | Account Number                    | Description                     | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-040-500                       | #9 REG SECURITY ENVELOPE (2500) | 96852        | 05/07/2019 | 190703       |              | 264.42       |                      |
|      | 001-170-500                       | #10 REG ENVELOPE (2500)         | 96875        | 05/08/2019 | 190720       |              | 169.85       |                      |
|      | 001-010-620                       | #9 WINDOW SECURITY (2500)       | 96655        | 05/08/2016 | 190690       |              | 272.16       |                      |
| 001  | GULF COAST BUSINESS SUPPLY CO     | 192064                          | 05/21/2019   | 05/15/2019 |              |              | 421.32       |                      |
|      | Account Number                    | Description                     | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-161-510                       | DAWN DISH SOAP 38OZ (4)         | 187263       | 05/01/2019 | 190694       |              | 21.04        |                      |
|      | 001-161-510                       | 4/CTN PINE CLEANER              | 187263       | 05/01/2019 | 190694       |              | 22.08        |                      |
|      | 001-161-510                       | 96/CTN ROLL TISSUE              | 187263       | 05/01/2019 | 190694       |              | 32.99        |                      |
|      | 001-161-510                       | COMET CLEANSER 21OZ (4)         | 187263       | 05/01/2019 | 190694       |              | 6.88         |                      |
|      | 001-161-510                       | LYSOL DISINFECTANT 13OZ (4)     | 187263       | 05/01/2019 | 190694       |              | 9.36         |                      |
|      | 001-161-510                       | WINDEX 32OZ (4)                 | 187263       | 05/01/2019 | 190694       |              | 19.96        |                      |
|      | 001-161-510                       | BMF TOWELS 16/PK (4)            | 187263       | 05/01/2019 | 190694       |              | 76.04        |                      |
|      | 001-161-510                       | 409 CLEANER 32OZ 12/CTN         | 187263       | 05/01/2019 | 190694       |              | 38.84        |                      |
|      | 001-161-510                       | SCRUB SPONGE YEL/GREEN (4)      | 187263       | 05/01/2019 | 190694       |              | 3.40         |                      |
|      | 001-161-510                       | 6/CTN 1GAL BLEACH               | 187263.1     | 05/02/2019 | 190694       |              | 15.99        |                      |
|      | 001-161-500                       | 6/PK ASRT HIGHLIGHTERS          | 187264       | 05/01/2019 | 190693       |              | 2.19         |                      |
|      | 001-161-500                       | DZ PILOT G2 GEL PENS (2)        | 187264       | 05/01/2019 | 190693       |              | 32.32        |                      |
|      | 001-161-500                       | BRO TN210Y YELLOW TONER CTG     | 187264       | 05/01/2019 | 190693       |              | 68.02        |                      |
|      | 001-161-500                       | BRO TN210BK BLACK TONER CTG     | 187264       | 05/01/2019 | 190693       |              | 72.21        |                      |
| 001  | SOUTHERN PIPE & SUPPLY            | 192065                          | 05/21/2019   | 05/15/2019 |              |              | 53.42        |                      |
|      | Account Number                    | Description                     | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-170-634                       | CF CARTRIDGE (B45-216,DFFRC)    | 3040913-00   | 05/13/2019 | 190788       |              | 24.43        |                      |
|      | 001-170-634                       | HOLDER                          | 3040913-00   | 05/13/2019 | 190788       |              | 28.99        |                      |
| 001  | GULF COAST ARMY NAVY STORE        | 192066                          | 05/21/2019   | 05/15/2019 |              |              | 244.75       |                      |
|      | Account Number                    | Description                     | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-100-535                       | TRUSPEC BDU PANTS(5):WILLETT    | 484805       | 04/25/2019 | 190645       |              | 244.75       |                      |
| 001  | LEE TRACTOR CO OF MISSISSIPPI INC | 192068                          | 05/21/2019   | 05/15/2019 |              |              | 425.00       |                      |
|      | Account Number                    | Description                     | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-170-639                       | SERV CALL-LABOR: BACKHOE        | WO22790      | 04/23/2019 | 190661       |              | 290.00       |                      |
|      | 001-170-639                       | SERV CALL-MILEAGE: BACKHOE      | WO22790      | 04/23/2019 | 190661       |              | 135.00       |                      |



| Fund | Name of Claimant                    | Trans #                         | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|------|-------------------------------------|---------------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 001  | NAFECO INC                          | 192069                          | 05/21/2019   | 05/15/2019 |              |              | 3,034.60     |                      |
|      | Account Number                      | Description                     | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-161-535                         | F59055-4X32 LADIES TAC PANT (3) | 979035       | 04/23/2019 | 190669       |              | 85.20        |                      |
|      | 001-161-535                         | F52985-30X30 PRO TAC PANT (6)   | 979035       | 04/23/2019 | 190669       |              | 170.40       |                      |
|      | 001-161-535                         | F52985-30X32 RRO TAC PANT (6)   | 979035       | 04/23/2019 | 190669       |              | 170.40       |                      |
|      | 001-161-535                         | F52985-32X30 PRO TAC PANT (6)   | 979035       | 04/23/2019 | 190669       |              | 170.40       |                      |
|      | 001-161-535                         | F52985-32X32 PRO TAC PANT (12)  | 979035       | 04/23/2019 | 190669       |              | 340.80       |                      |
|      | 001-161-535                         | F52985-34X32 PRO TAC PANT (30)  | 979035       | 04/23/2019 | 190669       |              | 852.00       |                      |
|      | 001-161-535                         | F52985-34X34 PRO TAC PANT (9)   | 979035       | 04/23/2019 | 190669       |              | 255.60       |                      |
|      | 001-161-535                         | F52985-36X30 PRO TAC PANT (3)   | 979035       | 04/23/2019 | 190669       |              | 85.20        |                      |
|      | 001-161-535                         | F52985-36X32 PRO TAC PANT (3)   | 979035       | 04/23/2019 | 190669       |              | 85.20        |                      |
|      | 001-161-535                         | F52985-36X34 PRO TAC PANT (6)   | 979035       | 04/23/2019 | 190669       |              | 170.40       |                      |
|      | 001-161-535                         | F52985-38X30 PRO TAC PANT (3)   | 979035       | 04/23/2019 | 190669       |              | 85.20        |                      |
|      | 001-161-535                         | F52985-38X32 PRO TAC PANT (3)   | 979035       | 04/23/2019 | 190669       |              | 85.20        |                      |
|      | 001-161-535                         | F52985-38X34 PRO TAC PANT (3)   | 979035       | 04/23/2019 | 190669       |              | 85.20        |                      |
|      | 001-161-535                         | F52985-40X30 PRO TAC PANT (5)   | 979035       | 04/23/2019 | 190669       |              | 142.00       |                      |
|      | 001-161-535                         | F52985-40X32 PRO TAC PANT (3)   | 979035       | 04/23/2019 | 190669       |              | 85.20        |                      |
|      | 001-161-535                         | F52985-44X32 PRO TAC PANT (3)   | 979035       | 04/23/2019 | 190669       |              | 85.20        |                      |
|      | 001-161-535                         | SHIPPING                        | 979035       | 04/23/2019 | 190669       |              | 81.00        |                      |
| 001  | SUN HERALD                          | 192071                          | 05/21/2019   | 05/15/2019 |              |              | 257.90       |                      |
|      | Account Number                      | Description                     | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-040-615                         | BID: ELEV WATER STORAGE TANK    | 0001693087   | 05/05/2019 | 190571       |              | 134.12       |                      |
|      | 001-040-615                         | BID: NRCS SERVICE               | 001693087    | 05/05/2019 | 190677       |              | 123.78       |                      |
| 001  | SECURE NETWORKS LLC                 | 192072                          | 05/21/2019   | 05/15/2019 |              |              | 2,059.00     |                      |
|      | Account Number                      | Description                     | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-170-704                         | DELL OPTIPLEX 3060 COMPUTER     | 3790         | 05/13/2019 | 190711       |              | 1,140.00     |                      |
|      | 001-170-704                         | MS OFFICE 2019 PROFESSIONAL     | 3790         | 05/13/2019 | 190711       |              | 435.00       |                      |
|      | 001-170-704                         | ADOBE STANDARD 2017             | 3790         | 05/13/2019 | 190711       |              | 299.00       |                      |
|      | 001-170-704                         | VIEW SONIC 24" LED MONITOR      | 3790         | 05/13/2019 | 190711       |              | 160.00       |                      |
|      | 001-170-704                         | SHIPPING                        | 3790         | 05/13/2019 | 190711       |              | 25.00        |                      |
| 001  | STAPLES BUSINESS ADVANTAGE DEPT ATL | 192073                          | 05/21/2019   | 05/15/2019 |              |              | 1,022.01     |                      |
|      | Account Number                      | Description                     | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-100-500                         | STAPLES FASTENER FOLDER LTR     | 3411674372   | 04/23/2019 | 190680       |              | 16.02        |                      |
|      | 001-100-500                         | LEXMARK 701M MAG TONER (2)      | 3411674372   | 04/23/2019 | 190680       |              | 131.98       |                      |
|      | 001-100-500                         | POST-IT 3X3 12/PK               | 3411674372   | 04/23/2019 | 190680       |              | 9.69         |                      |
|      | 001-100-500                         | HP TANGO WIRELESS AIO PRINTER   | 3411742664   | 04/24/2019 | 190680       |              | 149.99       |                      |
|      | 001-040-500                         | CS 8.5X11 COPY PAPER (10)       | 3412455612   | 04/30/2019 | 190710       |              | 415.30       |                      |
|      | 001-100-500                         | DRY ERASE STARTER KIT           | 3410669549   | 04/10/2019 | 190657       |              | 7.69         |                      |
|      | 001-100-500                         | SBG WHITE BOARD 6X4 ALUM FRAME  | 3412706049   | 05/02/2019 | 190657       |              | 132.56       |                      |
|      | 001-010-500                         | HP05A TONER 2PK                 | 3411875680   | 04/25/2019 | 190689       |              | 143.08       |                      |
|      | 001-010-500                         | SCOTCH TAPE 10/PK               | 3411875680   | 04/25/2019 | 190689       |              | 15.70        |                      |
| 001  | GRAFIX SHOPPE                       | 192075                          | 05/21/2019   | 05/15/2019 |              |              | 488.58       |                      |
|      | Account Number                      | Description                     | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-100-638                         | ULT REFLECTIVE GRAPHIC KIT      | 1027316      | 05/03/2019 | 190707       |              | 463.00       |                      |
|      | 001-100-638                         | SHIPPING: U #19687              | 1027316      | 05/03/2019 | 190707       |              | 25.58        |                      |

| Fund       | Name of Claimant                        | Trans #                       | Release Date | Claim Date | Claim Number     | Check Number | Claim Amount | Approved/Disapproved |
|------------|-----------------------------------------|-------------------------------|--------------|------------|------------------|--------------|--------------|----------------------|
| 001        | WATCHGUARD VIDEO                        | 192076                        | 05/21/2019   | 05/15/2019 |                  |              | 90.00        |                      |
|            | Account Number                          | Description                   | Invoice #    | Date       | P.O.             | Amount       |              |                      |
|            | 001-100-639                             | BRACKET,CAM MOUNT,VSR POST    | INV0019874   | 04/25/2019 | 190676           |              | 75.00        |                      |
|            | 001-100-639                             | SHIPPING                      | INV0019874   | 04/25/2019 | 190676           |              | 15.00        |                      |
| 001        | IAFC MEMBERSHIP                         | 192077                        | 05/21/2019   | 05/15/2019 |                  |              | 450.00       |                      |
|            | Account Number                          | Description                   | Invoice #    | Date       | P.O.             | Amount       |              |                      |
|            | 001-161-682                             | IAFC DUES ID 123828:MCCOY, D  | 123828       | 05/03/2019 | 190745           |              | 195.00       |                      |
|            | 001-161-682                             | SE DIVISION DUES: MCCOY,DEREK | 123828       | 05/03/2019 | 190745           |              | 30.00        |                      |
|            | 001-161-682                             | IAFC DUES ID 123831:JONES, R  | 123831       | 05/03/2019 | 190745           |              | 195.00       |                      |
|            | 001-161-682                             | SE DIVISION DUES:JONES,ROBERT | 123831       | 05/03/2019 | 190745           |              | 30.00        |                      |
| 001        | SAFETY VISION LLC                       | 192078                        | 05/21/2019   | 05/15/2019 |                  |              | 152.45       |                      |
|            | Account Number                          | Description                   | Invoice #    | Date       | P.O.             | Amount       |              |                      |
|            | 001-100-639                             | REPAIR BODY CAMERA: BOND,L    | 0628235-IN   | 05/02/2019 | 190581           |              | 139.50       |                      |
|            | 001-100-639                             | SHIPPING                      | 0628235-IN   | 05/02/2019 | 190581           |              | 12.95        |                      |
| 001        | ADVANCED CONSTRUCTION & DEVELOPMENT LLC | 192080                        | 05/21/2019   | 05/15/2019 |                  |              | 900.00       |                      |
|            | Account Number                          | Description                   | Invoice #    | Date       | P.O.             | Amount       |              |                      |
|            | 001-170-698                             | BRUSH CUT 10'X300' FIRE LANE  | ACAD-233     | 05/10/2019 | 190777           |              | 900.00       |                      |
| 001        | OCCUPATIONAL HEALTH CENTER INC          | 192081                        | 05/21/2019   | 05/15/2019 |                  |              | 565.00       |                      |
|            | Account Number                          | Description                   | Invoice #    | Date       | P.O.             | Amount       |              |                      |
|            | 001-022-604                             | PRE-EMP PHYSICAL:MORROW,B     | 173723       | 05/02/2019 | 190631           |              | 65.00        |                      |
|            | 001-022-604                             | PRE-EMP DRUG SCREEN:MORROW,B  | 173723       | 05/02/2019 | 190631           |              | 30.00        |                      |
|            | 001-022-604                             | PRE-EMP PHYSICAL:JARRELL,J    | 173723       | 05/02/2019 | 190639           |              | 65.00        |                      |
|            | 001-022-604                             | PRE-EMP DRUG SCREEN:JARRELL,J | 173723       | 05/02/2019 | 190639           |              | 30.00        |                      |
|            | 001-100-604                             | PRE-EMP PHYSICAL:WILLETT,K    | 172896       | 04/02/2019 | 190582           |              | 65.00        |                      |
|            | 001-100-604                             | PRE-EMP DRUG SCREEN:WILLETT,K | 172896       | 04/02/2019 | 190582           |              | 60.00        |                      |
|            | 001-100-604                             | PRE-EMP PHYSICAL:BYRD,S       | 173723       | 05/02/2019 | 190582           |              | 65.00        |                      |
|            | 001-100-604                             | PRE-EMP DRUG SCREEN:BYRD,S    | 173723       | 05/02/2019 | 190582           |              | 60.00        |                      |
|            | 001-100-604                             | PRE-EMP PHYSICAL:STONEWALL,J  | 176171       | 05/07/2019 | 190708           |              | 65.00        |                      |
|            | 001-100-604                             | PRE-EMP DRUG SCREEN:STONEWALL | 176171       | 05/07/2019 | 190708           |              | 60.00        |                      |
| 001        | AUDIOWAVE INC                           | 192082                        | 05/21/2019   | 05/15/2019 |                  |              | 151.50       |                      |
|            | Account Number                          | Description                   | Invoice #    | Date       | P.O.             | Amount       |              |                      |
|            | 001-100-638                             | ADD TINT OVER TINT: U #50185  | A50468       | 05/03/2019 | 190739           |              | 75.00        |                      |
|            | 001-100-638                             | ADD TINT OVER TINT: U #50186  | A50468       | 05/03/2019 |                  |              | 75.00        |                      |
|            | 001-100-638                             | SUPPLIES                      | A50468       | 05/03/2019 |                  |              | 1.50         |                      |
| FUND TOTAL | 1 Claims                                | to                            | Checks       | 55 Total   | 66,916.09 Manual | Held         | Total        | 66,916.09            |

Docket of Claims  
Release date from 05/21/2019 thru 05/21/2019

| Fund                  | Name of Claimant                     | Trans #              | Release Date | Claim Date   | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|-----------------------|--------------------------------------|----------------------|--------------|--------------|--------------|--------------|--------------|----------------------|
| 171                   | GOODWYN MILLS & CAWOOD INC           | 192033               | 05/21/2019   | 05/13/2019   |              |              | 400.00       |                      |
|                       | Account Number                       | Description          |              | Invoice #    | Date         | P.O.         | Amount       |                      |
|                       | 171-176-762                          | SUBMITTAL AND RFI'S  |              | A MOB1800096 | 05/01/2019   |              |              | 400.00               |
| 171                   | COASTAL DEVELOPMENT AND CONSTRUCTION | 192091               | 05/21/2019   | 05/15/2019   |              |              | 16,979.00    |                      |
|                       | Account Number                       | Description          |              | Invoice #    | Date         | P.O.         | Amount       |                      |
|                       | 171-176-721                          | WELCOME CENTER PH II |              | 003          | 05/01/2019   |              |              | 16,979.00            |
| FUND TOTAL 171 Claims | to                                   | Checks               | 2 Total      | 17,379.00    | Manual       | Held         | Total        | 17,379.00            |



| Fund                  | Name of Claimant                 | Trans #                        | Release Date | Claim Date | Claim Number    | Check Number | Claim Amount | Approved/Disapproved |
|-----------------------|----------------------------------|--------------------------------|--------------|------------|-----------------|--------------|--------------|----------------------|
| 176                   | O'REILLY AUTO PARTS              | 191949                         | 05/21/2019   | 05/01/2019 |                 |              | 135.16       |                      |
|                       | Account Number                   | Description                    | Invoice #    | Date       | P.O.            | Amount       |              |                      |
|                       | 176-170-639                      | THREADED ROD, BATT TERM        | 1978126959   | 04/04/2019 |                 |              | 9.41         |                      |
|                       | 176-170-639                      | FUEL FILTER, DSL TREATMENT     | 1978127348   | 04/08/2019 |                 |              | 34.78        |                      |
|                       | 176-170-559                      | 14" TIE 100/PK, BATT CHARGER   | 1978128914   | 04/23/2019 |                 |              | 90.97        |                      |
| 176                   | LOWES HOME CENTERS INC           | 191964                         | 05/21/2019   | 05/02/2019 |                 |              | 278.67       |                      |
|                       | Account Number                   | Description                    | Invoice #    | Date       | P.O.            | Amount       |              |                      |
|                       | 176-170-635                      | STANDARD DECKING BOARD         | 901881       | 03/26/2019 |                 |              | 7.00         |                      |
|                       | 176-170-635                      | TREATED LUMBER (4),EXT SCREWS  | 901881       | 03/26/2019 |                 |              | 52.91        |                      |
|                       | 176-170-635                      | TREATED PINE DECK BALUSTER(40) | 901881       | 03/26/2019 |                 |              | 32.80        |                      |
|                       | 176-170-635                      | TREATED PINE DECK BALUSTER (6) | 901934       | 03/26/2019 |                 |              | 4.92         |                      |
|                       | 176-170-586                      | 3IN WAX GASKET                 | 902555       | 04/05/2019 |                 |              | 1.42         |                      |
|                       | 176-170-559                      | PUTTY KNIFE, 24PK TOWELS       | 902555       | 04/05/2019 |                 |              | 17.35        |                      |
|                       | 176-170-720                      | INSTALL GRINDER PUMP: SSP      | 901856       | 04/16/2019 |                 |              | 37.54        |                      |
|                       | 176-170-720                      | INSTALL GRINDER PUMP: SSP      | 901834       | 04/16/2019 |                 |              | 59.90        |                      |
|                       | 176-170-720                      | INSTALL GRINDER PUMP: SSP      | 902489       | 04/17/2019 |                 |              | 43.95        |                      |
|                       | 176-170-559                      | 2A MOTION SENSOR               | 902152       | 04/03/2019 |                 |              | 20.88        |                      |
| 176                   | C SPIRE WIRELESS                 | 191988                         | 05/21/2019   | 05/07/2019 |                 |              | 50.83        |                      |
|                       | Account Number                   | Description                    | Invoice #    | Date       | P.O.            | Amount       |              |                      |
|                       | 176-170-605                      | CELL PHONE                     | 0030759348   | 04/30/2019 |                 |              | 50.83        |                      |
| 176                   | BELL AUTO PARTS INC              | 191992                         | 05/21/2019   | 05/07/2019 |                 |              | 278.10       |                      |
|                       | Account Number                   | Description                    | Invoice #    | Date       | P.O.            | Amount       |              |                      |
|                       | 176-170-639                      | TANK GLASS, HOSE (2), FILTER   | 43096        | 04/26/2019 |                 |              | 97.43        |                      |
|                       | 176-170-639                      | HYD STRAINER: EXMARK RANGER    | 43097        | 04/24/2019 |                 |              | 126.82       |                      |
|                       | 176-170-639                      | FUEL FILTER (4),ALL THREAD ROD | 43101        | 04/22/2019 |                 |              | 50.35        |                      |
|                       | 176-170-639                      | BATTERY CLEANER                | 43101        | 04/22/2019 |                 |              | 3.50         |                      |
| 176                   | AUTO TRUCK AND TRAILER PARTS INC | 191996                         | 05/21/2019   | 05/07/2019 |                 |              | 620.98       |                      |
|                       | Account Number                   | Description                    | Invoice #    | Date       | P.O.            | Amount       |              |                      |
|                       | 176-170-639                      | BATTERY: FRONT END LOADER      | 274543       | 04/03/2019 |                 |              | 190.00       |                      |
|                       | 176-170-639                      | FILTER (4), CLEAN DIESEL (2)   | 274549       | 04/03/2019 |                 |              | 25.88        |                      |
|                       | 176-170-639                      | DEXTRON (4)                    | 274549       | 04/03/2019 |                 |              | 12.00        |                      |
|                       | 176-170-639                      | BATTERY: BACKHOE               | 274548       | 04/03/2019 |                 |              | 119.00       |                      |
|                       | 176-170-639                      | PICO, WIRE TIE                 | 274712       | 04/10/2019 |                 |              | 16.00        |                      |
|                       | 176-170-639                      | BATTERY: JD TRACTOR            | 274844       | 04/16/2019 |                 |              | 97.00        |                      |
|                       | 176-170-639                      | BATTERY: SCAG #6               | 274875       | 04/17/2019 |                 |              | 72.00        |                      |
|                       | 176-170-639                      | SAFETY CHAIN (2): HD TRAILER   | 275068       | 04/29/2019 |                 |              | 28.00        |                      |
|                       | 176-170-559                      | COUPLER,GREASE(10),DIESEL TRT  | 275083       | 04/30/2019 |                 |              | 61.10        |                      |
| 176                   | FUELMAN                          | 192041                         | 05/21/2019   | 05/14/2019 |                 |              | 103.87       |                      |
|                       | Account Number                   | Description                    | Invoice #    | Date       | P.O.            | Amount       |              |                      |
|                       | 176-170-525                      | UNL FUEL                       | NP56038198   | 05/06/2019 |                 |              | 103.87       |                      |
| FUND TOTAL 176 Claims |                                  | to                             | Checks       | 6 Total    | 1,467.61 Manual | Held         | Total        | 1,467.61             |

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Docket of Claims  
Release date from 05/21/2019 thru 05/21/2019

| Fund                  | Name of Claimant         | Trans #                  | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|-----------------------|--------------------------|--------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 304                   | SEYMOUR ENGINEERING PLLC | 192049                   | 05/21/2019   | 05/14/2019 |              |              | 3,750.00     |                      |
|                       | Account Number           | Description              |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|                       | 304-510-762              | ENVIRONMENTAL PERMITTING |              | 7005       | 04/29/2019   |              |              | 3,750.00             |
| FUND TOTAL 304 Claims | to                       | Checks                   | 1 Total      | 3,750.00   | Manual       | Held         | Total        | 3,750.00             |

Release date from 05/21/2019 thru 05/21/2019

| Fund                  | Name of Claimant       | Trans # | Release Date               | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|-----------------------|------------------------|---------|----------------------------|------------|--------------|--------------|--------------|----------------------|
| 308                   | HEFLIN ENGINEERING INC | 192050  | 05/21/2019                 | 05/14/2019 |              |              | 24,950.00    |                      |
|                       | Account Number         |         | Description                | Invoice #  | Date         | P.O.         | Amount       |                      |
|                       | 308-176-720            |         | DESIGN PHASE (50%)         | 3332       | 05/02/2019   |              |              | 17,400.00            |
|                       | 308-176-720            |         | TOPOGRAPHIC SURVEY         | 3332       | 05/02/2019   |              |              | 2,800.00             |
|                       | 308-176-720            |         | PERMITTING & STUDIES (50%) | 3332       | 05/02/2019   |              |              | 4,750.00             |
| FUND TOTAL 308 Claims | to                     | Checks  | 1 Total                    | 24,950.00  | Manual       | Held         | Total        | 24,950.00            |

| Fund                  | Name of Claimant                                          | Trans #                     | Release Date | Claim Date       | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|-----------------------|-----------------------------------------------------------|-----------------------------|--------------|------------------|--------------|--------------|--------------|----------------------|
| 353                   | SEYMOUR ENGINEERING PLLC<br>Account Number<br>353-722-603 | 192047                      | 05/21/2019   | 05/14/2019       |              |              | 9,405.53     |                      |
|                       |                                                           | Description                 |              | Invoice #        | Date         | P.O.         | Amount       |                      |
|                       |                                                           | PRELIM & DESIGN ENGINEERING |              | 7045             | 05/14/2019   |              |              | 9,405.53             |
| 353                   | SEYMOUR ENGINEERING PLLC<br>Account Number<br>353-726-603 | 192048                      | 05/21/2019   | 05/14/2019       |              |              | 9,588.68     |                      |
|                       |                                                           | Description                 |              | Invoice #        | Date         | P.O.         | Amount       |                      |
|                       |                                                           | PRELIM & DESIGN ENGINEERING |              | 7046             | 05/14/2019   |              |              | 9,588.68             |
| FUND TOTAL 353 Claims | to                                                        | Checks                      | 2 Total      | 18,994.21 Manual |              | Held         |              | Total 18,994.21      |



| Fund | Name of Claimant                     | Trans #                        | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|------|--------------------------------------|--------------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 400  | JACKSON COUNTY UTILITY AUTHORITY     | 191947                         | 05/21/2019   | 05/01/2019 |              |              | 180,418.00   |                      |
|      | Account Number                       | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-651-668                          | MAY 2019 TREATMENT CHGS        |              | 352        | 05/01/2019   |              |              | 181,416.00           |
|      | 400-651-668                          | FY 2018 ACTUAL FLOW ADJ        |              | 352        | 05/01/2019   |              |              | -998.00              |
| 400  | LOWES HOME CENTERS INC               | 191965                         | 05/21/2019   | 05/02/2019 |              |              | 933.36       |                      |
|      | Account Number                       | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-651-582                          | 1/4INX5FT COOPER TUBE COIL     |              | 913494     | 03/25/2019   |              |              | 5.21                 |
|      | 400-650-702                          | HISENSE 200 SF PORTABLE AC(3)  |              | 901388     | 04/24/2019   |              |              | 909.15               |
|      | 400-650-559                          | AR RAID(2),SPEC KILLER,TOTE(2) |              | 901414     | 04/24/2019   |              |              | 19.00                |
| 400  | CLEARWATER SOLUTIONS LLC             | 191979                         | 05/21/2019   | 05/06/2019 |              |              | 170,690.75   |                      |
|      | Account Number                       | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-650-672                          | APR 2019 OPERATION FEE         |              | GAUTIER077 | 05/01/2019   |              |              | 170,690.75           |
| 400  | MALLETTE BROTHERS CONSTRUCTION INC   | 191993                         | 05/21/2019   | 05/07/2019 |              |              | 315.84       |                      |
|      | Account Number                       | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-651-585                          | 5.52 FILL SAND CY              |              | 20398      | 04/30/2019   |              |              | 66.24                |
|      | 400-651-585                          | 8.32 RAP TN                    |              | 20398      | 04/30/2019   |              |              | 249.60               |
| 400  | WASTE MANAGEMENT OF MS-GLF COAST INC | 191997                         | 05/21/2019   | 05/08/2019 |              |              | 1,431.47     |                      |
|      | Account Number                       | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-651-698                          | ROLL - OFF TIMBERLANE          |              | 6913674768 | 05/01/2019   |              |              | 1,431.47             |
| 400  | MISSION COMMUNICATIONS LLC           | 192021                         | 05/21/2019   | 05/13/2019 |              |              | 260.00       |                      |
|      | Account Number                       | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-651-584                          | CIRCUIT BOARD: GRAVELINE       |              | 1028559    | 04/29/2019   |              |              | 250.00               |
|      | 400-651-584                          | FREIGHT                        |              | 1028559    | 04/29/2019   |              |              | 10.00                |
| 400  | SOUTHERN LINC                        | 192028                         | 05/21/2019   | 05/13/2019 |              |              | 90.64        |                      |
|      | Account Number                       | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-650-698                          | MAY 2019 SERV CHGS             |              | 10587791   | 05/01/2019   |              |              | 80.00                |
|      | 400-650-698                          | TAXES & FEES                   |              | 10587791   | 05/01/2019   |              |              | 10.64                |
| 400  | COGENT STRATEGIES LLC                | 192034                         | 05/21/2019   | 05/13/2019 |              |              | 7,500.00     |                      |
|      | Account Number                       | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-650-601                          | PROFESSIONAL FEES              |              | 1512       | 05/07/2019   |              |              | 7,500.00             |
| 400  | CITY OF GAUTIER                      | 192035                         | 05/21/2019   | 05/13/2019 |              |              | 132,527.70   |                      |
|      | Account Number                       | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-000-104                          | MAR 2019 GARBAGE PMTS          |              | 04302019   | 04/30/2019   |              |              | 132,527.70           |
| 400  | MISSION COMMUNICATIONS LLC           | 192037                         | 05/21/2019   | 05/13/2019 |              |              | 1,737.00     |                      |
|      | Account Number                       | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-651-698                          | RENEWAL: HAVILL PUMP STN       |              | 1028745    | 05/06/2019   |              |              | 347.40               |
|      | 400-651-698                          | RENEWAL: OAK ST PUMP STN       |              | 1028745    | 05/06/2019   |              |              | 347.40               |
|      | 400-651-698                          | RENEWAL: MARINA DR PUMP STN    |              | 1028745    | 05/06/2019   |              |              | 347.40               |
|      | 400-651-698                          | RENEWAL: 18MIS22497            |              | 1028745    | 05/06/2019   |              |              | 347.40               |
|      | 400-651-698                          | RENEWAL: SEAGRAPE PUMP STN     |              | 1028745    | 05/06/2019   |              |              | 347.40               |

| Fund                     | Name of Claimant                | Trans #                                    | Release Date | Claim Date           | Claim Number    | Check Number | Claim Amount | Approved/Disapproved |
|--------------------------|---------------------------------|--------------------------------------------|--------------|----------------------|-----------------|--------------|--------------|----------------------|
| 400                      | FUELMAN                         | 192042                                     | 05/21/2019   | 05/14/2019           |                 |              | 167.24       |                      |
|                          | Account Number 400-650-525      | Description UNL FUEL                       |              | Invoice # NP56038198 | Date 05/06/2019 | P.O.         | Amount       | 167.24               |
| 400                      | FUELMAN                         | 192044                                     | 05/21/2019   | 05/14/2019           |                 |              | 97.53        |                      |
|                          | Account Number 400-650-525      | Description UNL FUEL                       |              | Invoice # NP56080739 | Date 05/13/2019 | P.O.         | Amount       | 97.53                |
| 400                      | CREDIT CARD CENTER              | 192052                                     | 05/21/2019   | 05/14/2019           |                 |              | 885.51       |                      |
|                          | Account Number 400-650-603      | Description DC HOTEL-ENG SERVS:SEYMOUR     |              | Invoice # 22074908   | Date 03/28/2019 | P.O.         | Amount       | 865.56               |
|                          | Account Number 400-650-559      | Description RADIO CASE: MR TRUCK #2        |              | Invoice # 04252019   | Date 04/26/2019 | P.O.         | Amount       | 19.95                |
| 400                      | GIBSON ELECTRIC MOTOR SALES &   | 192067                                     | 05/21/2019   | 05/15/2019           |                 |              | 3,467.00     |                      |
|                          | Account Number 400-651-581      | Description REPR 100HP ELEC MOTOR:OFC WELL |              | Invoice # 43581      | Date 04/30/2019 | P.O. 190586  | Amount       | 3,467.00             |
| 400                      | CONTROL SYSTEMS INC             | 192070                                     | 05/21/2019   | 05/15/2019           |                 |              | 985.39       |                      |
|                          | Account Number 400-651-584      | Description DC101D DUPLEX CONTROLLER (3)   |              | Invoice # 56915      | Date 05/01/2019 | P.O. 190715  | Amount       | 969.00               |
|                          | Account Number 400-651-584      | Description FREIGHT                        |              | Invoice # 56915      | Date 05/01/2019 | P.O. 190715  | Amount       | 16.39                |
| 400                      | STAPLES BUSINESS ADVANTAGE DEPT | 192074                                     | 05/21/2019   | 05/15/2019           |                 |              | 140.77       |                      |
|                          | Account Number 400-650-500      | Description ATL                            |              | Invoice # 3412455614 | Date 04/30/2019 | P.O. 190709  | Amount       | 60.96                |
|                          | Account Number 400-650-500      | Description LEGAL MANILA FOLDER 100/BX     |              | Invoice # 3412455614 | Date 04/30/2019 | P.O. 190709  | Amount       | 1.07                 |
|                          | Account Number 400-650-500      | Description BLACK TAPE DISPENSER           |              | Invoice # 3412455614 | Date 04/30/2019 | P.O. 190709  | Amount       | 78.74                |
| 400                      | COAST CONCRETE CO INC           | 192079                                     | 05/21/2019   | 05/15/2019           |                 |              | 570.00       |                      |
|                          | Account Number 400-651-683      | Description 5 YDS 3000 PSI                 |              | Invoice # 151350     | Date 05/03/2019 | P.O. 190719  | Amount       | 570.00               |
| FUND TOTAL 400 Claims to |                                 | Checks 17 Total                            |              | 502,218.20 Manual    |                 | Held         | Total        | 502,218.20           |

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SUMMARY OF ALL FUNDS

|                     |    |        |          |                   |                   |       |                  |
|---------------------|----|--------|----------|-------------------|-------------------|-------|------------------|
| FUND 1 Claims       | to | Checks | 55 Total | 66,916.09 Manual  | Held              | Total | 66,916.09        |
| FUND 171 Claims     | to | Checks | 2 Total  | 17,379.00 Manual  | Held              | Total | 17,379.00        |
| FUND 176 Claims     | to | Checks | 6 Total  | 1,467.61 Manual   | Held              | Total | 1,467.61         |
| FUND 302 Claims     | to | Checks | 1 Total  | 42,079.28 Manual  | Held              | Total | 42,079.28        |
| FUND 304 Claims     | to | Checks | 1 Total  | 3,750.00 Manual   | Held              | Total | 3,750.00         |
| FUND 308 Claims     | to | Checks | 1 Total  | 24,950.00 Manual  | Held              | Total | 24,950.00        |
| FUND 353 Claims     | to | Checks | 2 Total  | 18,994.21 Manual  | Held              | Total | 18,994.21        |
| FUND 400 Claims     | to | Checks | 17 Total | 502,218.20 Manual | Held              | Total | 502,218.20       |
| FUND 404 Claims     | to | Checks | 1 Total  | 105,271.65 Manual | Held              | Total | 105,271.65       |
| Total for all Funds |    |        | Checks   | 86 Total          | 783,026.04 Manual | Held  | Total 783,026.04 |

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

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

**May 21, 2019**  
**Approval of minutes from Regular Council Meeting**  
**held May 7, 2019.**

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

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

---

**Summary Explanation: Approval of minutes from Regular Council Meeting held May 7, 2019.**

**EXHIBITS FOR REVIEW**

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

**Staff Recommendation:**

**Approval**

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

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

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

**Action Taken:**



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

**ORDER NUMBER 000-2019**

**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 May 7, 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 21, 2019.

Tuesday  
May 7, 2019  
Gautier, Mississippi

**BE IT REMEMBERED THAT A REGULAR MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held May 7, 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 Rusty Anderson, and Adam Colledge. Also present were Paula Yancey, City Manager; Cynthia Russell, City Clerk; Josh Danos, City Attorney and other concerned citizens.**

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**AGENDA  
CITY OF GAUTIER, MISSISSIPPI  
CITY HALL COUNCIL CHAMBERS  
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.**

|                                                                                                                       |                                                                                                                                                         |                                                                                                                                            |                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| <div style="border: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div> <b>STAFF<br/>PRESENTATION</b> | <div style="border: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div> <b>PUBLIC<br/>QUESTIONS/COMMENTS<br/>(3 MINUTES PER PERSON)</b> | <div style="border: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div> <b>MOTION<br/>COUNCIL<br/>DISCUSSION/QUESTIONS</b> | <div style="border: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div> <b>VOTE</b> |
|-----------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|

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

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

3. 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

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

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

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

5. Authorization to approve and submit the prioritized paving list request to the Jackson County Board of Supervisors

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

6. Approval of Docket of Claims

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

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

1. 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 a 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 FY 2019 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.gautierms.gov](http://www.gautierms.gov)

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

1. Remove Presentation Item- Towns Common Park Presentation by Seymour Engineering
2. Add Presentation Item- Recognition of Retirement for Paul Fox.
3. Add Corrected Consent Agenda Item #4- 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
4. Remove Consent Agenda Item #11 – Approval of a Limited Use Agreement between the City of Gautier and First Methodist Church of Gautier, Mississippi
5. Move Business Agenda Item #1 after Business Agenda Item #2

**Councilwoman Martin** seconded the motion and the vote carried unanimously.

---

## **ANNOUNCEMENTS**

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

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## **PRESENTATION**

1. Recognition of Retirement for Paul Fox.
-





## **CITY OF GAUTIER**

3330 Hwy 90 Gautier, Mississippi

*"Proudly serving Natures Playground"*

### **Mr. Paul Fox**

Mr. Fox and his wife Elise have lived in Gautier since 2006. It was around this time that Paul began his career with the City. Paul served this community for 11 years and had previously worked for both Jackson County, beginning in 1988, followed by 2 years with the City of Ocean Springs. Paul has worked in Public Service for a total of 32 years. His wife Elise retired from Public Service with Jackson County after a 30-year career establishing the couple's grand total of public service as an astonishing 62 years.

Paul has served this City in many capacities ranging from managing the City's Planning & Building Department as one of the very few "Certified" Building Officials on the Gulf Coast, to single handedly maintaining all of the City's public buildings and other facilities, including improving and occasionally restoring them with limited help and resources. Paul has exemplified efficiency and quality in his work and has proven to truly be, as they say, a "jack of all trades".

There is no question that Paul has served our community with reliability, quality, and integrity through the years and the City would like to take this time to extend our sincere thanks to Mr. Paul Fox for his many years of service to both our City and the entire Jackson County community. The City would like to congratulate Paul on his retirement and would like him to know that he will be sorely missed. Paul, from all of us here at the City of Gautier, we wish you a long and prosperous future.

Councilman Vaughan made the motion to approve the request for a Home Occupation Permit, as presented, allowing a private professional home office for Consultant Engineering at 1812 SeaCliffe Drive (GPC Case 19-06-HO), based on section 6.7.2F of the UDO stating that a private professional home office is an allowable home occupation. Councilman Jackson seconded the motion. The vote was carried unanimously.

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

**ORDER NUMBER 085-2019**

**WHEREAS**, the owner of 1812 Seacliffe Drive, (PID#87110204.0000) 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 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 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 **Councilman Vaughan**, seconded by **Councilman Jackson** and the following vote was recorded:

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

**NAYS:**        **None**

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

**Passed and Adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of 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](mailto: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-H0

TYPE OF REQUEST:

Home Occupation

FEE:

\$100.00

125-

Name of Applicant:

John B. Strayham JR.

Name of Business:

Consultant Engineering

Address:

1812 Seaciff Dr.

Mailing Address (if different):

PO Box

Email Address:

strayhamj@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:

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

Signature of Applicant:

J. B. Strayham Jr.

Date of Application:

3/8/19

FOR OFFICE USE ONLY

Date Received

3/8/19

Verify as Complete

Fee Amount Received

125.00

CH 5864

Initials of Employee Receiving Application

Strayham Bay



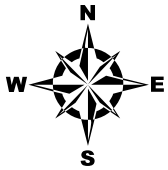
I, John (Jack) Strayhorn is  
going to have a home office for  
engineering consulting. There will  
be no traffic coming to the house  
and will <sup>not</sup> affect my neighbors  
in any way.

John B Strayhorn Jr



## Exhibit A Location Map

City Of Gautier  
Planning Department

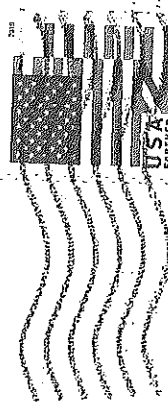


Prepared by the  
City of Gautier  
Planning Department



Re: GPC # 19-06-40  
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!  
That you. I object.

Sylvia Hesse  
1808 Seaclyffe Dr.  
Gautier, MS  
39553



GULFPORT MS 395

15 MAR 2013 PM 2 T

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

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

MAR 15 2013

CC

Councilman Colledge made the motion to rezone two parcels (PID # 82438100.00 and PID #82438100.125) and from R-1 Low Density Single-Family Residential District to Planned Unit Development (PUD) District, as presented, based on the followings findings:

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 per the following:

1. There are several new developments within a five-mile radius of this property that, while not necessarily within City limits, involve these size lots.
2. There is a public need, and demand, for residential communities that include family-friendly environments, sidewalks, and green space.
3. There is a current shortage of residential subdivisions inside City limits that include amenities such as sidewalks and greenspace.
4. The construction of a High School approximately 1-mile away from the proposed development.
5. Increased employment at Ingalls due to its current expansion of the East Bank facility and new government contracts.
6. Increases enrollment at MGCCC with new STEM center and engineering degrees available at the Jackson County Campus.

Approval of the rezoning and PUD is based on the following provisions, which shall be a part of a Planned Unit Development rezoning approval. If such provisions are not accepted or abided by, the PUD rezoning can be rescinded, and the subject property will revert back to an R-1 zoning designation:

1. Residential houses shall be a minimum 1,600 square feet.
2. There shall be (2) consecutive 7,500 square feet lots (equal to 15,000 square feet) dedicated as "green space" or "public use" for every 75 residential units platted. These areas shall be accessible from the street and be placed in line with the platted lots and shall not be used as detention/retention ponds or other forms of storm water management.
3. The development shall include 4'-0" wide sidewalks on both sides of all developed roadways.
4. The development shall include a 50'-0" wide undisturbed buffer along the south property line of the development to provide visual and noise separation between the development and residents of Old Shell Landing Road.
5. No connector road from the development to Old Shell Landing Road.

Councilwoman Martin seconded the motion.

---

Councilman Colledge made the motion to amend the original motion to include 10,000 square feet rather than 15,000 square feet dedicated as "green space" or "public use" for ever 75 residential units platted. Councilman Anderson seconded the motion to amend. The vote to amend was carried unanimously.

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A vote was held on the original motion as amended. 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:

**ORDINANCE NUMBER 248-2019**

**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. Residential houses shall be a minimum of 1,600 square feet; 5. There shall be two (2) consecutive 7,500 square feet lots (equal to 10,000 square feet) dedicated as "green space" or "public use" for every 75 residential units platted. These areas shall be accessible from the street and be placed in line with the platted lots, and shall not be used as detention/retention ponds or other forms of storm water management; 6. The development shall include 4'-0" wide sidewalks on both sides of all developed roadways. 7. The development shall include a 50'-0" wide undisturbed buffer along the south property line of the development to provide visual and noise separation between the development and residents of Old Shell Landing; 8. There shall be no connector road from development to Old Shell Landing Road; 9. 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: May 7, 2019**

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

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

**NAYS:**        **None**

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**Phil Torjusen, Mayor**

**ATTEST:** \_\_\_\_\_  
                 **Cynthia Russell, City Clerk**

Codification Instructions: Not Codified.

**Passed and Adopted** 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:** 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).

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**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             | <u>2 acres total</u>    | <u>None</u>    | <u>TBD</u>              | <u>TBD</u> | <u>TBD</u> | <u>TBD</u> | <u>TBD</u> | <u>TBD</u> | <u>TBD</u>                       | <u>TBD</u> | <u>TBD</u> | <u>TBD</u>               | <u>TBD</u> | <u>TBD</u> | <u>75%</u>                   | <u>TBD</u> | <u>TBD</u> |

**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.*

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             | <u>2 acres total</u>    | <u>None</u>    | <u>TBD</u>              | <u>TBD</u> | <u>TBD</u> | <u>TBD</u> | <u>TBD</u> | <u>TBD</u> | <u>TBD</u>                       | <u>TBD</u> | <u>TBD</u> | <u>TBD</u>               | <u>TBD</u> | <u>TBD</u> | <u>75%</u>                   | <u>TBD</u> | <u>TBD</u> |

**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

Exhibit C – Existing Land Use

Exhibit D – Future Land Use

Exhibit E – Affidavit

Application For:

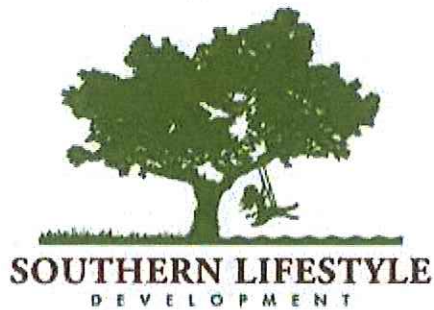
PUD Rezoning Request  
&  
Major Subdivision

For

Hillcrest Subdivision  
A Planned Unit Development  
Gautier, MS

March 21, 2019

Applicant:



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

Prepared by:



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

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## 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<br><br>Zoning Map Change<br>(Rezoning) | City Council       | City of Gautier<br>Unified Development<br>Ordinance<br>Updated January 19, 2018<br>Sections: 4.15, 5.9 & 9.8 | The proposed development is currently zoned R-1.<br>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<br>Unified Development<br>Ordinance<br>Updated January 19, 2018<br>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 1<sup>st</sup> 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 2<sup>nd</sup> 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:<br>       | Southern Lifestyle Development (SLD)<br>323 Florida St.<br>Baton Rouge, LA 70801<br>(225)-229-6333<br><br>Prescott Bailey<br><a href="mailto:prescott@riverranchdev.com">prescott@riverranchdev.com</a>                                                                                                                                                                                                                                                |
| Owner:                                                                                                | Trebornos, LLC<br>6004 Moreton PL<br>Ocean Springs, MS 39564                                                                                                                                                                                                                                                                                                                                                                                           |
| Civil Engineer:<br> | JADE Consulting, LLC<br>Post Office Box 1929<br>Fairhope, AL 36533<br>(251) 928-3443<br><br>Perry C. Jinright III, P.E., LEED AP<br><a href="mailto:tjinright@jadengineers.com">tjinright@jadengineers.com</a><br><br>Paul Marcinko, P.E., Project Manager<br><a href="mailto:pmarcinko@jadengineers.com">pmarcinko@jadengineers.com</a><br><br>Sherry Ruth, Project Coordinator<br><a href="mailto:sruth@jadengineers.com">sruth@jadengineers.com</a> |
| 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

19-09-22

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

Date of Application: 3/21/19 orig. 2/14/19

| FOR OFFICE USE ONLY               |                                                      |
|-----------------------------------|------------------------------------------------------|
| Date Received <u>3/15/19</u>      | Verify as Complete <u>RM</u>                         |
| Fee Amount Received <u>300.00</u> | Initials of Employee Receiving Application <u>RM</u> |

GAUTIER, MISSISSIPPI  
ECONOMIC DEVELOPMENT/PLANNING DEPARTMENT  
SUBDIVISION APPLICATION

Public Hearing Number

19-09-72

|                                                                    |                                     |                    |
|--------------------------------------------------------------------|-------------------------------------|--------------------|
| <u>TO BE REVIEWED BY GAUTIER PLANNING COMMISSION/CITY COUNCIL:</u> |                                     | <u>FEE:</u>        |
| Subdivision - Major                                                | <input checked="" type="checkbox"/> | \$100.00 + \$6/Lot |
| <u>TO BE REVIEWED BY ECONOMIC DEVELOPMENT/PLANNING DIRECTOR:</u>   |                                     | <u>FEE:</u>        |
| Subdivision - Minor                                                | <input type="checkbox"/>            | \$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: ☒ Preliminary Plat Review ☐ Infrastructure Improvements ☐ Final Plat Review

ATTACHMENTS REQUIRED AS APPLICABLE:

Master Plan 1. Plat/Legal Description

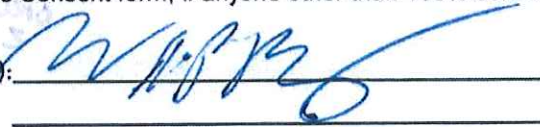
Yes 2. Project Narrative

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 <sup>orig.</sup> 2/14/19

|                                          |                                                      |
|------------------------------------------|------------------------------------------------------|
| FOR OFFICE USE ONLY                      |                                                      |
| Date Received <u>3/15/19</u>             | Verify as Complete <u>RM</u>                         |
| Fee Amount Received <u>100 + 1492.00</u> | Initials of Employee Receiving Application <u>RM</u> |

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

FILED

MAR 02 2016  
10:20:16 P. 109484  
JOSH ELDRIDGE, CLERK  
By *[Signature]*



201603460 3 PGS

DEFENDANTS

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

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.

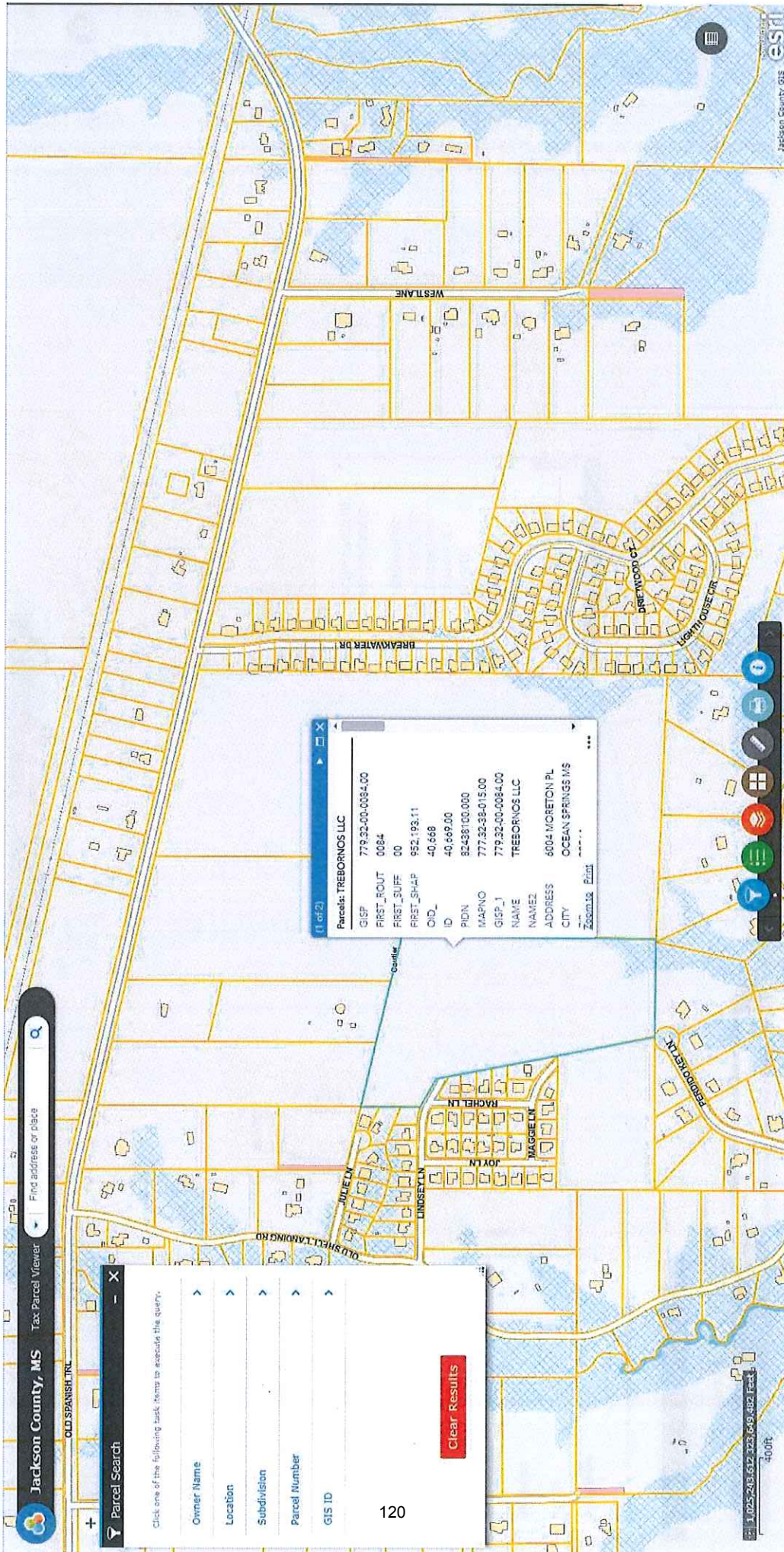
4. Defendant, **JACKSON COUNTY, MISSISSIPPI**, filed its Answer to the Complaint on or about July 6, 2015, disclaiming any interest in the real property described herein.

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





Parcel Search

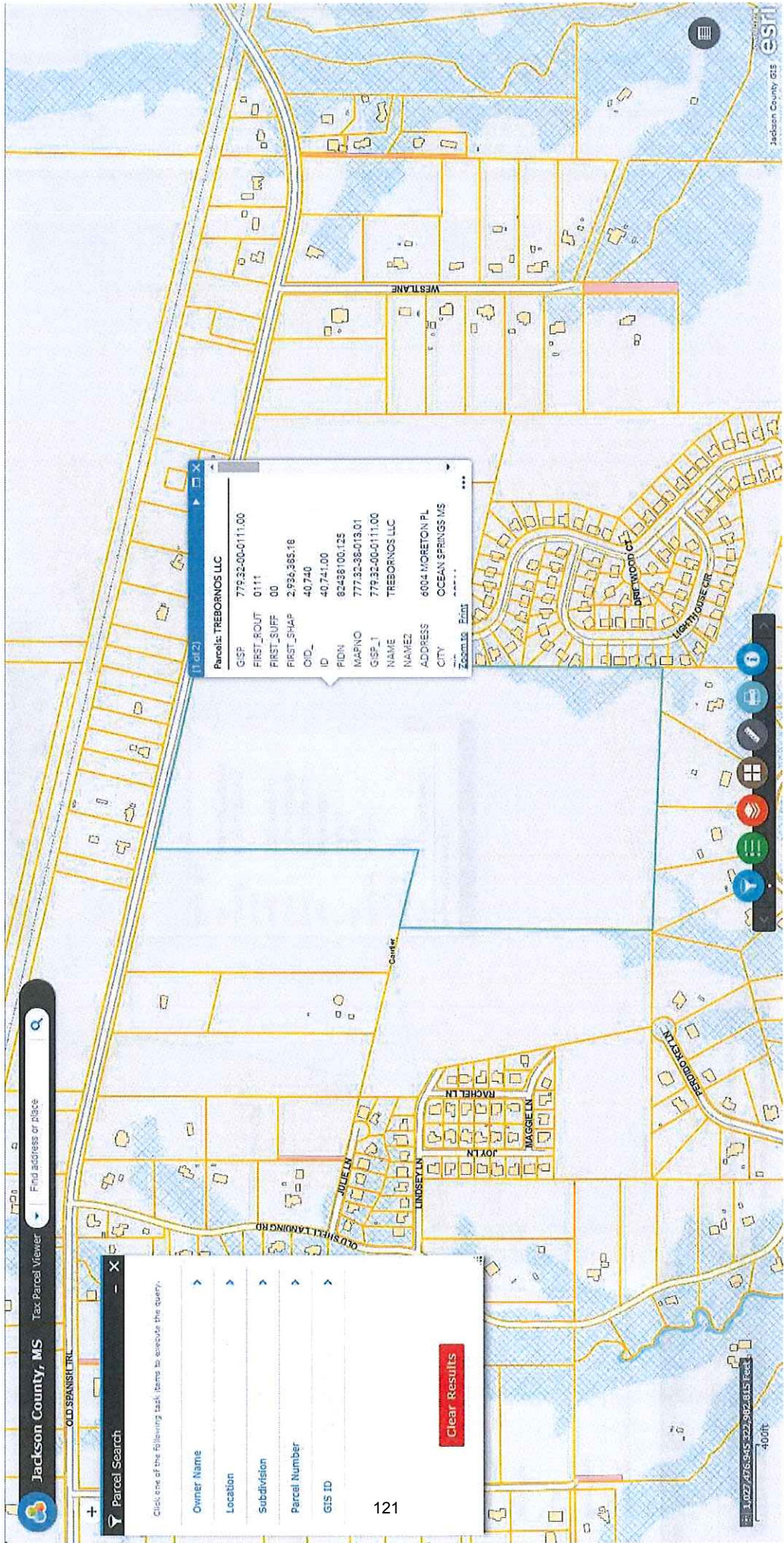
Click one of the following task items to execute the query.

- Owner Name
- Location
- Subdivision
- Parcel Number
- GIS ID

Clear Results

| Parcel: TREBORNS LLC |                   |
|----------------------|-------------------|
| GISF                 | 779.32-00-0084.00 |
| FIRST_ROUTE          | 0084              |
| FIRST_SUITE          | 00                |
| FIRST_SHAP           | 952.193.11        |
| OID                  | 40.668            |
| ID                   | 40.669.00         |
| PIDN                 | 82438100.000      |
| MAPNO                | 777.32-38-015.00  |
| GISF_I               | 779.32-00-0084.00 |
| NAME                 | TREBORNS LLC      |
| ADDRESS              | 5004 MORETON PL   |
| CITY                 | OCEAN SPRINGS MS  |





Jackson County, MS Tax Parcel Viewer

Find address or place

Parcel Search

Click one of the following task items to execute the query.

|               |   |
|---------------|---|
| Owner Name    | > |
| Location      | > |
| Subdivision   | > |
| Parcel Number | > |
| GIS ID        | > |

Clear Results

Parcel: TREBORNOS LLC

|             |                  |
|-------------|------------------|
| GSP         | 77932-00-0111.00 |
| FIRST_ROUTE | 0111             |
| FIRST_SHAP  | 27936.385.18     |
| CTO         | 40.740           |
| ID          | 40.741.00        |
| PIDN        | 82438100.125     |
| MAPNO       | 77732-35-013.01  |
| GSP_1       | 77932-00-0111.00 |
| NAME        | TREBORNOS LLC    |
| NAME2       |                  |
| ADDRESS     | 6004 MORETON PL  |
| CITY        | OCEAN SPRINGS MS |

Zoom In Zoom Out Print

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: 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

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").

**WITNESSETH:**

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<sup>th</sup>) 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 (1<sup>st</sup>) 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



30°23'34.81"N



88°41'46.58\"/>

## Legend

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

Without Base Flood Elevation (BFE)  
Zone A, V, A99

With BFE or Depth Zone AE, AO, AH, VE, AR

Regulatory Floodway

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

NO SCREEN

Area of Minimal Flood Hazard Zone X

Effective LOMRS

Area of Undetermined Flood Hazard Zone D

Channel, Culvert, or Storm Sewer

Levee, Dike, or Floodwall

Cross Sections with 1% Annual Chance

Water Surface Elevation

Coastal Transect

Base Flood Elevation Line (BFE)

Limit of Study

Jurisdiction Boundary

Coastal Transect Baseline

Profile Baseline

Hydrographic Feature

Digital Data Available

No Digital Data Available

Unmapped

OTHER AREAS

GENERAL STRUCTURES

OTHER FEATURES

MAP PANELS

20.2

17.5

15

12.5

10

7.5

5

2.5

0

Water Surface Elevation

Coastal Transect

Base Flood Elevation Line (BFE)

Limit of Study

Jurisdiction Boundary

Coastal Transect Baseline

Profile Baseline

Hydrographic Feature

North Arrow

Pin

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

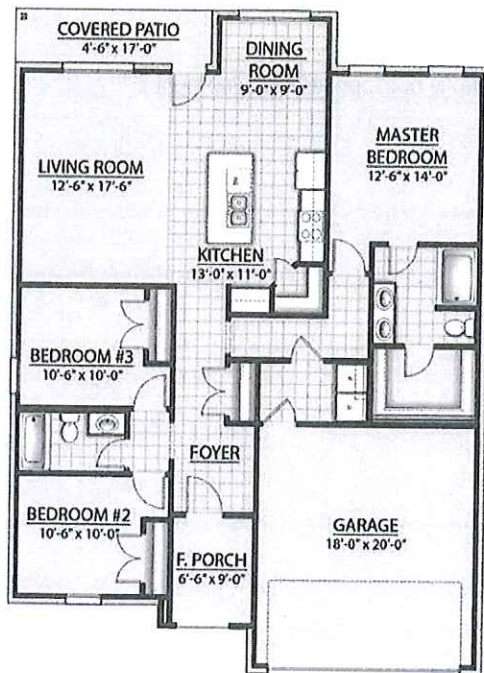






Appendix F      Example renderings of Proposed Development

# 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



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.

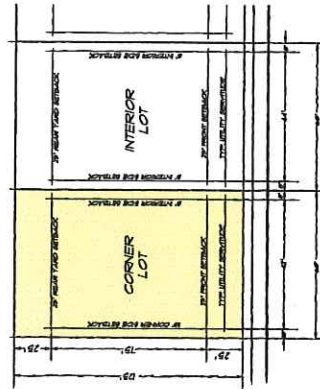
# SINGLE FAMILY ESTATE

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

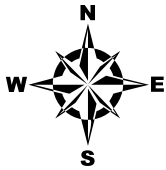


HILLCREST  
GAUTHIER, MISSISSIPPI

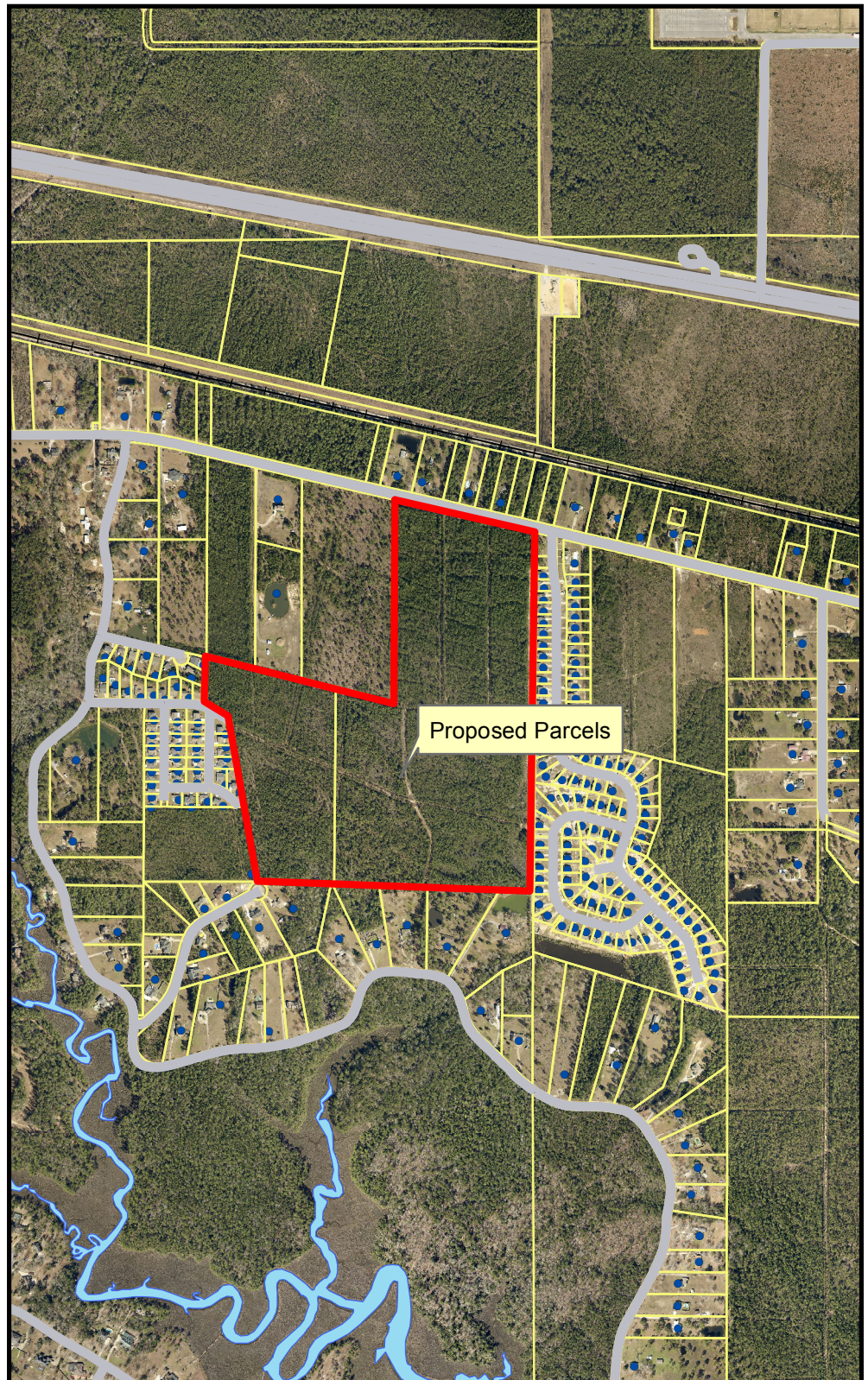


## Exhibit A Location Map

City Of Gautier  
Planning Department



Prepared by the  
City of Gautier  
Planning Department





# Exhibit B Existing Zoning Map

City Of Gautier  
Planning Department



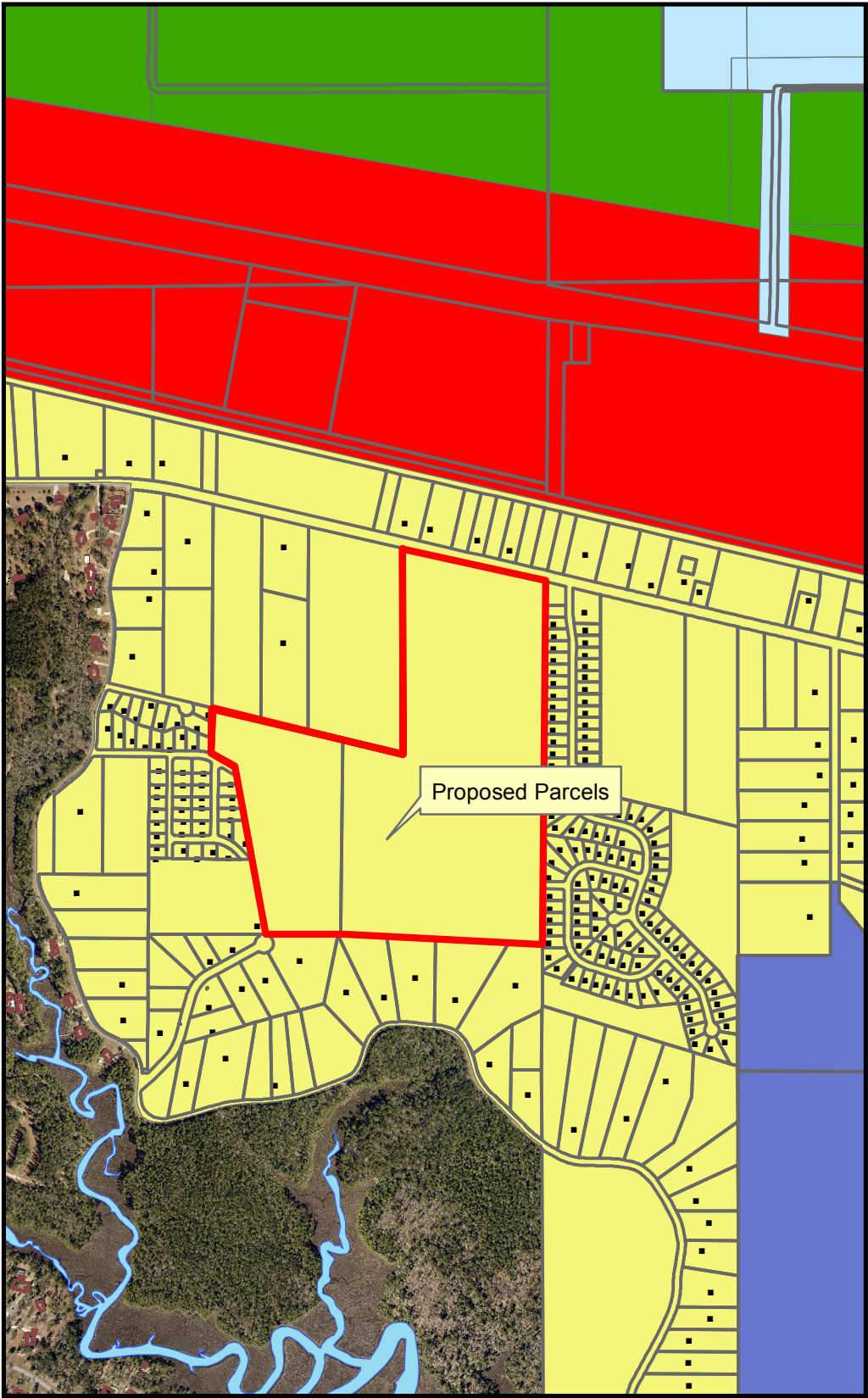
Prepared by the  
City of Gautier  
Planning Department

**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



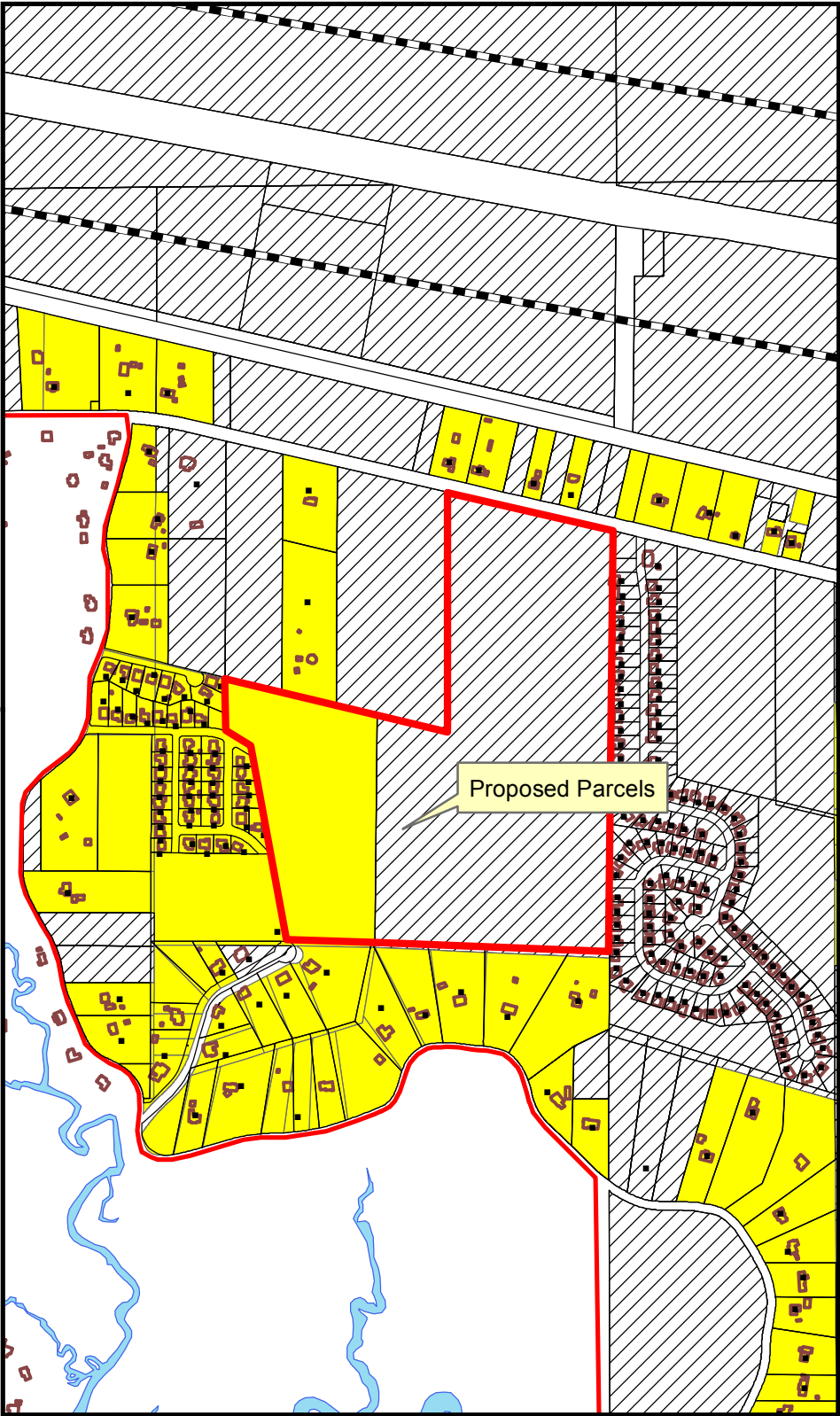
Prepared by the  
City of Gautier  
Planning Department

### Legend

- Gautier\_Parcel Trimmed\_0617
- City Limits
- CorOverlay

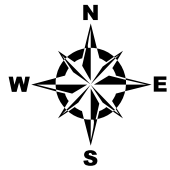
### EXISTING LAND USE

- 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



0 400 800  
Feet

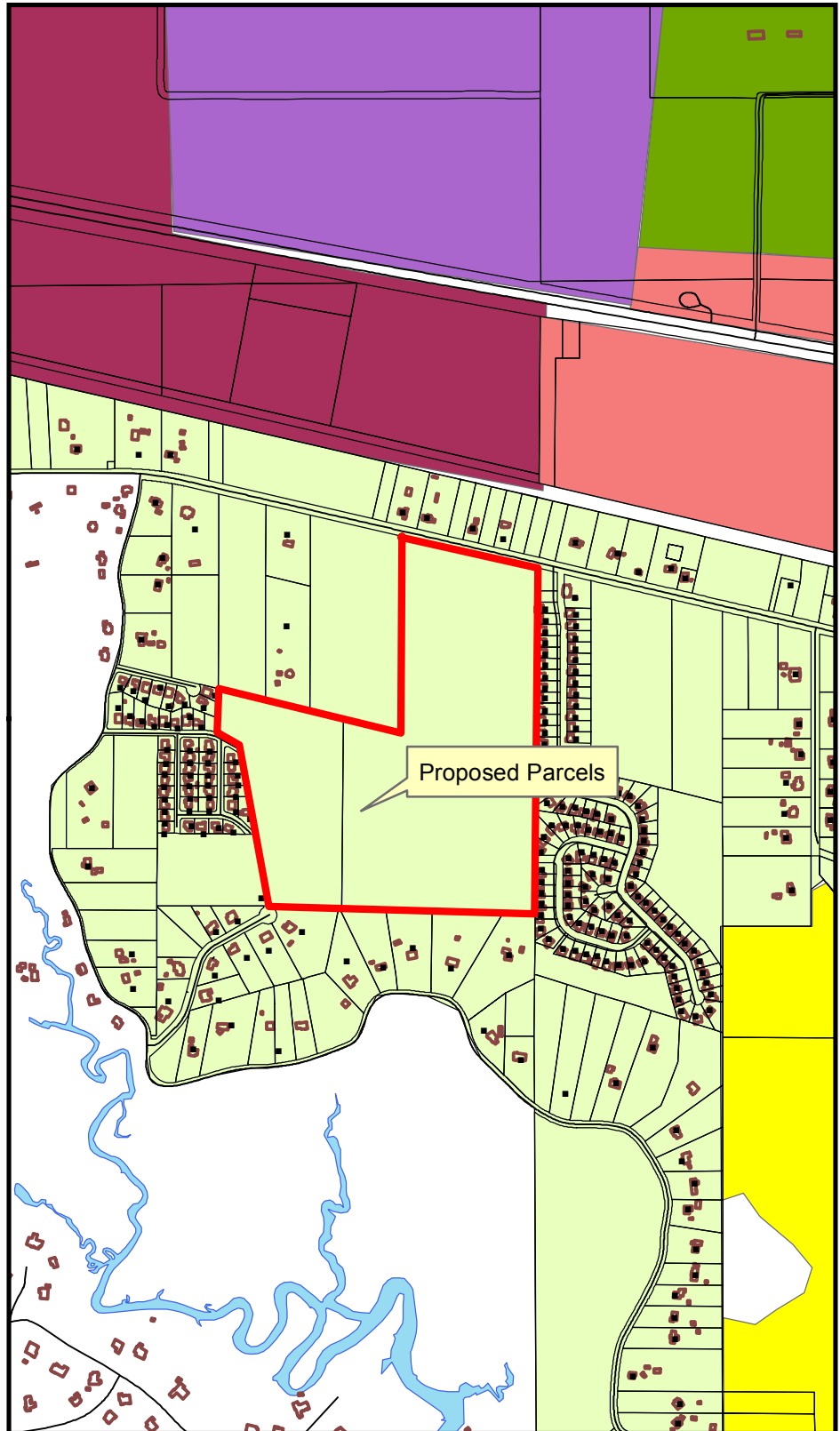
Prepared by the  
City of Gautier  
Planning Department

## 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 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





*Mayor  
Phil Forjusen*

# *City of Gautier*

## *Gautier, Mississippi*

*City Manager  
Paula Yancey*

*City Clerk  
Cynthia L. Russell*

*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*



*3330 Highway 90  
Gautier, MS 39553  
Phone: (228) 497-8000  
Fax: (228) 497-8028  
Email: [gautier@gautier-ms.gov](mailto:gautier@gautier-ms.gov)  
Website: [www.gautier-ms.gov](http://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](mailto: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  
Ad: Ms Pl. 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, 3930 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 82438100.000, 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 [skerson@gautier.ms.gov](mailto:skerson@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 Anderson, 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.**

Councilman Colledge made the motion to enter into a professional services agreement with Goodwyn Mills and Cawood, Inc., as presented, for work associated with the Shepard State Park Log Cabin Welcome Center, Phase III, in an amount not to exceed \$39,500.00. 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 086-2019**

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

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

**NAYS:**        **None**



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MAYOR

ATTEST:

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CITY CLERK

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



**Goodwyn Mills Cawood**

11 North Water Street  
Suite 15250  
Mobile, AL 36602

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

[www.gmcnetwork.com](http://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                |
| <b><u>Total A/E Design Services</u></b> | <b><u>\$39,500.00</u></b> |

**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                |
| <b><u>Total Fee 100%</u></b>         |     | <b><u>\$39,500.00</u></b> |

**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: \_\_\_\_\_



Councilwoman Martin made the motion to approve Task Order #2 to the General Services Agreement with Waggoner Engineering, Inc. and the City of Gautier, 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 087-2019**

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

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

**NAYS:**        **None**

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

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

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|                                                                                                                             |                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| <b>Task Order No. 2</b>                                                                                                     |  |
| <b>Additional Pages Attached: <u>15</u></b>                                                                                 |                                                                                     |
| <b>Date of Task Order: April 11, 2019</b>                                                                                   |                                                                                     |
| <b>TASK ORDER TO THE GENERAL SERVICES AGREEMENT BETWEEN<br/>WAGGONER ENGINEERING, INC. AND CITY OF GAUTIER, MISSISSIPPI</b> |                                                                                     |

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 Attached Scope of Work (Exhibit I)  
(see additional pages  
attached):

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:

Exhibit 1

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- 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 2<sup>nd</sup> Phase of the Water Treatment Plant Construction follows the completion of the 1<sup>st</sup> 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 2 <sup>nd</sup> 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<br>Services (\$) | Bidding, Contracting,<br>Construction Phase*<br>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) | <u>302,000</u>          | <u>212,000</u>                                                |
| <b>TOTAL</b>                  | <b>\$ 680,000</b>       | <b>\$ 475,000</b>                                             |

\* 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 2<sup>nd</sup> Phase of the Water Treatment Plant is assumed to follow the completion of the 1<sup>st</sup> Phase of the Water Treatment Plant.

Councilman College made the motion to approve and submit the attached prioritized paving list and amended 2018 Bond list, as presented, to the Jackson County Board of Supervisors for various resurfacing throughout the City. 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 088-2019**

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

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

**NAYS:**       **None**

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

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

**TOTAL: \$ 738,301.60**



|        |
|--------|
| Ward 1 |
| Ward 2 |
| Ward 3 |
| Ward 4 |
| Ward 5 |



# 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 Felz 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    |



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

**TOTAL: \$ 540,719.03**

|        |
|--------|
| Ward 1 |
| Ward 2 |
| Ward 3 |
| Ward 4 |
| Ward 5 |

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 Anderson seconded the motion. The vote was carried unanimously.

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

**ORDER NUMBER 089-2019**

**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 Anderson** and the following vote was recorded:

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

**NAYS:**        **None**

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

**None** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of May 7, 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               |

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



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

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



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

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



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

| 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             | Description                  |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|            | 001-170-635                | KEYS (4): SENIOR CENTER      |              | 041019-1   | 04/10/2019   | 190590       |              | 10.50                |
| 001        | BORDIS & DANOS PLLC        | 191943                       | 05/07/2019   | 05/01/2019 |              |              | 10,000.00    |                      |
|            | Account Number             | Description                  |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|            | 001-060-602                | MAY 2019 RETAINER            |              | 68         | 05/01/2019   |              |              | 10,000.00            |
| 001        | U S POSTAL SERVICE         | 191950                       | 05/07/2019   | 05/01/2019 |              |              | 94.00        |                      |
|            | Account Number             | Description                  |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|            | 001-092-698                | BOX 670 SERVICE FEE          |              | 670        | 05/01/2019   |              |              | 94.00                |
| 001        | MS DEPT OF FINANCE & ADMIN | 191951                       | 05/07/2019   | 05/01/2019 |              |              | 35,989.50    |                      |
|            | Account Number             | Description                  |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|            | 001-000-300                | APR 2019 COURT ASSESSMENTS   |              | 04302019   | 05/01/2019   |              |              | 35,989.50            |
| 001        | MS DEPT OF PUBLIC SAFETY   | 191952                       | 05/07/2019   | 05/01/2019 |              |              | 2,423.00     |                      |
|            | Account Number             | Description                  |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|            | 001-000-300                | APR 2019 SPECIAL ASSESSMENTS |              | 04302019   | 05/01/2019   |              |              | 2,423.00             |
| 001        | MS DEPT OF PUBLIC SAFETY   | 191953                       | 05/07/2019   | 05/01/2019 |              |              | 155.00       |                      |
|            | Account Number             | Description                  |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|            | 001-000-300                | APR 2019 INTERLOCK FEES      |              | 04302019   | 05/01/2019   |              |              | 155.00               |
| FUND TOTAL | 1 Claims to                | Checks                       | 62 Total     | 243,349.11 | Manual       | Held         | Total        | 243,349.11           |

| Fund                  | Name of Claimant                                             | Trans #                   | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|-----------------------|--------------------------------------------------------------|---------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 130                   | MICHAEL BAKER INTERNATIONAL<br>Account Number<br>130-130-770 | 191898                    | 05/07/2019   | 04/30/2019 |              |              | 5,495.45     |                      |
|                       |                                                              | Description               |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|                       |                                                              | ENGINEERING: MARTIN BLUFF |              | 1035026    | 12/20/2018   |              |              | 5,495.45             |
| 130                   | MICHAEL BAKER INTERNATIONAL<br>Account Number<br>130-130-770 | 191899                    | 05/07/2019   | 04/30/2019 |              |              | 9,111.83     |                      |
|                       |                                                              | Description               |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|                       |                                                              | ENGINEERING: MARTIN BLUFF |              | 1036571R   | 03/13/2019   |              |              | 9,111.83             |
| FUND TOTAL 130 Claims | to                                                           | Checks                    | 2 Total      | 14,607.28  | Manual       |              | Held         | Total 14,607.28      |

| 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       |                      |
| 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        |                      |
| 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        |                      |
| 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             |



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

| Fund       | Name of Claimant                                          | Trans # | Release Date | Claim Date           | Claim Number       | Check Number | Claim Amount | Approved/Disapproved |
|------------|-----------------------------------------------------------|---------|--------------|----------------------|--------------------|--------------|--------------|----------------------|
| 303        | SEYMOUR ENGINEERING PLLC<br>Account Number<br>303-301-603 | 191901  | 05/07/2019   | 04/30/2019           |                    |              | 2,252.31     |                      |
|            | DESIGN SERVICES                                           |         |              | Invoice #<br>1045952 | Date<br>04/17/2019 | P.O.         | Amount       | 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             |
| 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  
 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 |
|-----------------------|--------------------------|---------|-----------------------------|------------|--------------|--------------|--------------|----------------------|
| 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  
 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 |
|-----------------------|-----------------------------------------------------------|---------|--------------|------------|--------------|--------------|--------------|----------------------|
| 354                   | SEYMOUR ENGINEERING PLLC<br>Account Number<br>354-722-603 | 191905  | 05/07/2019   | 04/30/2019 | 7006         | 04/29/2019   | 6,765.00     | 6,765.00             |
| 354                   | SEYMOUR ENGINEERING PLLC<br>Account Number<br>354-726-603 | 191906  | 05/07/2019   | 04/30/2019 | 7007         | 04/29/2019   | 17,736.00    | 17,736.00            |
| FUND TOTAL 354 Claims |                                                           | 2       | Total        | 24,501.00  | Manual       | Held         | Total        | 24,501.00            |

| 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                |
| 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             |
| 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           |
| 400  | MSC 7511                             | 191811                        | 05/07/2019   | 04/18/2019 |              |              | 166.49       |                      |
|      | Account Number                       | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-650-698                          | FGYJOC-01 RENTAL FEE          |              | INV3010479 | 04/09/2019   |              |              | 166.49               |
| 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               |
| 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 CHR        |              | 6890804768 | 04/16/2019   |              |              | 716.43               |
|      | 400-651-698                          | REGULATORY COST RECVRY CHR    |              | 6890804768 | 04/16/2019   |              |              | 103.07               |
|      | 400-651-698                          | ADMIN CHARGE                  |              | 6890804768 | 04/16/2019   |              |              | 6.50                 |
| 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               |
| 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               |
| 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               |

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



| 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            | Description        |              | Invoice #    | Date         | P.O.         | Amount       |                      |
|                       | 404-677-695               | MAR 2019 22 @ 3.00 |              | 3672         | 03/31/2019   |              |              | 66.00                |
| FUND TOTAL 404 Claims | to                        | Checks             | 1 Total      | 66.00 Manual |              | Held         | Total        | 66.00                |



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      |
| <hr/>               |    |        |           |                   |      |       |            |
| Total for all Funds |    | Checks | 113 Total | 689,963.86 Manual | Held | Total | 689,963.86 |

Councilwoman Martin made the motion to approve Consent Agenda Items 1-10, 12, and 13 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 090-2019**

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-10, 12, and 13 are hereby approved.

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

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

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

**NAYS:**       **None**

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

**Passed and Adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of May 7, 2019.

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

**ORDER NUMBER 091-2019**

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

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

**NAYS:**        **None**

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

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

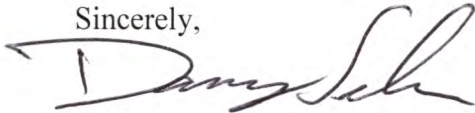
RE: Request Donation of (8) eight Motorola XTS 2500 portable radios

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



**PROTECT AND SERVE**

227





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

**RESOLUTION NUMBER 016-2019**

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

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

**NAYS:**        **None**

**WHEREUPON**, the Mayor and Members of the Council of the City of Gautier, Mississippi, declared the motion carried and the Resolution adopted this the 7<sup>th</sup>, May, 2019.

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

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

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**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:**

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

**ORDER NUMBER 092-2019**

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

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

**NAYS:**       **None**

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

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

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**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 Truck with 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.\*

| <b><u>Amount Financed:</u></b> | <b><u>Terms**:</u></b>                              | <b><u>Rate:</u></b> |
|--------------------------------|-----------------------------------------------------|---------------------|
| <b>\$36,670.00</b>             | <b>3 Annual payments @<br/>\$13,415.10 per Year</b> | <b>4.80%</b>        |

\* 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.





City of Gautier, Mississippi  
Page 2

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

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

**ORDER NUMBER 093-2019**

**WHEREAS**, the Gautier Police Department desires to purchase a HIDTA 2019 Ford F150 Crew Cab 4X4 Truck from Estabrook, 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 Estabrook, 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 **Councilwoman Martin**, seconded by **Councilman George**, and the following vote was recorded:

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

**NAYS:**        **None**

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

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

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**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.\*

| <u>Amount Financed:</u> | <u>Terms**:</u>                             | <u>Rate:</u> |
|-------------------------|---------------------------------------------|--------------|
| \$32,213.00             | 3 Annual payments @<br>\$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.



City of Gautier, Mississippi  
Page 2

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

A handwritten signature in blue ink, appearing to read 'Jonathan King', is written over a horizontal line.

Jonathan King  
Government Leasing  
Public Finance Department



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

**RESOLUTION NUMBER 017-2019**

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

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

**NAYS:**       **None**

---

**MAYOR**

ATTEST:

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CITY CLERK

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

---

**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; or Not 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



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

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

**ORDER NUMBER 094-2019**

**WHEREAS**, The 23<sup>rd</sup> 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 **Councilwoman Martin**, seconded by **Councilman George**, and the following vote was recorded:

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

**NAYS:**       **None**

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MAYOR

ATTEST:

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CITY CLERK

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

---

**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<sup>rd</sup> 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

**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

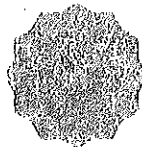
\$ 500.00

Five Hundred and 00/100 DOLLARS

PROTECTED AGAINST FRAUD



CITY OF GAUTIER  
ATTENTION: CHASSITY BILBO  
3330 HIGHWAY 90  
GAUTIER, MS 39553



*Chassity Bilbo*



MEMO

BRONZE SPONSOR

008025 084201278 77470839

ORIGINAL DOCUMENT CENTERED ON CHEMICAL SENSITIVE WATERMARK WITH MICROPRINTED BORDER

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

CITY OF GAUTIER  
ACCOUNTS PAYABLE DEPT.  
P O BOX 670  
GAUTIER, MS 39553

FOSTER'S AIR CONDITIONING AND HEATING, INC.

*Steele Daughdrill*

MEMO

crusin the coast

113321 065503681 07 0347659

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

*Malcolm Lee Harris*  
AUTHORIZED SIGNATURE



112375 065301362 1026400

**JASON PILGER HYUNDAI**613 DE LA POINTE DRIVE  
GAUTIER, MS 39553  
(228) 522-3413WELLS FARGO  
61-375/622

038787

CHECK 038787

PAY One Thousand & NO/100 Dollars  
TO THE  
ORDER OFDATE  
04/15/2019AMOUNT  
\$\*\*\*\*1,000.00

CITY OF GAUTIER

JASON PILGER HYUNDAI  
VOID AFTER 90 DAYS

AUTHORIZED SIGNATURE

⑈038787⑈ ⑆062203751⑆2000030983399⑈

**HEFLIN ENGINEERING, INC.**PO Box 47  
Brandon, MS 39043-0047  
(601)824-7569

8133

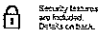
85-194/653

PAY TO THE  
ORDER OF City of Gautier

\$ 1,000.00

one thousand &amp; 00/100

DOLLARS



BankPlus

FOR Cruisin thru Decades - Silver

MP

⑈008133⑈ ⑆065301948⑆ 4320628409⑈

SECURITY FEATURES INCLUDE HEUR WATERMARK, PAPER, HEAT SENSITIVE ICON AND FOLIO HOLOGRAM

**MALLETTE BROTHERS  
CONSTRUCTION CO., INC.**GENERAL FUND  
3708 HWY 90 PH (228) 497-2523  
GAUTIER, MS. 39553**HANCOCK BANK**  
Pascagoula, Mississippi85-368  
655DATE  
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.

MP

⑈074329⑈ ⑆06550368⑆ 07 0455646⑈



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 CITY OF GAUTIER MISSISSIPPI  
ORDER OF 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

EXPENSE CHECK

85-75  
655

127107

THE PEOPLES BANK

P.O. DRAWER 529  
BILOXI, MISSISSIPPI 39533-0529

| DATE      | CHECK NO. | CHECK AMOUNT |
|-----------|-----------|--------------|
| 4/26/2019 | 127107    | \$500.00     |

PAY  
FIVE HUNDRED AND 00/100 DOLLARS

TO  
THE  
ORDER  
OF  
City Of Gautier  
ATT: CHASSITY BILBO  
3330 HWY 90  
GAUTIER, MS 39553

AUTHORIZED SIGNATURE  
*Ramona J. Morrison*  
MP  
DMV  
DIGITAL MICRO VALIDATION (DMV) CONSECUTIVELY NUMBERED MICRO PRINT SIGNATURE LINE  
PATCHES CONSECUTIVE HCR & OTHG - VIEW UNDER MAGNIFICATION FOR AUTHENTICATION

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

**ORDER NUMBER 095-2019**

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

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

**NAYS:**       **None**

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

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



**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](mailto:joe.spraggins@dmr.ms.gov).

In appreciation,

A handwritten signature in blue ink, appearing to read "Joe Spraggins", with a long horizontal flourish extending to the right.

Joe Spraggins  
Executive Director

cc: April Havens

**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

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

**ORDER NUMBER 096-2019**

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

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

**NAYS:**        **None**

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

**Passed and Adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of 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  |
| <b>TOTAL</b>  | <b>8,319.78</b> | <b>17,690.97</b> | <b>1,960.00</b> | <b>150.00</b> | <b>13.13</b> | <b>28,133.88</b> |                  |

COMPLETED

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

**ORDER NUMBER 097-2019**

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

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

**NAYS:** None

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

**Passed and Adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of May 7, 2019.



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

**ORDER NUMBER 098-2019**

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

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

**NAYS:**        **None**

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

**Passed and Adopted** by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting 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<br>FY 2019    | MAR 2019            | Balance             | 50.00%<br>% to date |
|------------------------------------------|----------------------|---------------------|---------------------|---------------------|
| <b>General Fund Revenues</b>             | <b>10,220,685.00</b> | <b>6,123,136.83</b> | <b>4,097,548.17</b> | <b>59.9%</b>        |
| 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%               |
| <b>General Fund Expenditures</b>         | <b>10,590,504.00</b> | <b>4,864,430.21</b> | <b>5,726,073.79</b> | <b>45.9%</b>        |
| <i>Total Operating Expenditures</i>      | <b>9,404,276.00</b>  | <b>4,389,375.10</b> | <b>5,014,900.90</b> |                     |
| <i>Total Capital Outlay Expenditures</i> | <b>291,800.00</b>    | <b>65,187.15</b>    | <b>226,612.85</b>   |                     |
| <i>Total Debt Service</i>                | <b>63,976.00</b>     | <b>0.00</b>         | <b>63,976.00</b>    |                     |
| <i>Total Transfers Out</i>               | <b>830,452.00</b>    | <b>409,867.96</b>   | <b>420,584.04</b>   |                     |
| <i>Total Unappropriated</i>              | <b>0.00</b>          | <b>0.00</b>         | <b>0.00</b>         |                     |
| <i>Check Total</i>                       | <b>10,590,504.00</b> | <b>4,864,430.21</b> | <b>5,726,073.79</b> |                     |
| <i>Personnel</i>                         | <b>7,389,434.00</b>  | <b>3,538,287.43</b> | <b>3,851,146.57</b> |                     |
| <i>Supplies</i>                          | <b>474,867.00</b>    | <b>159,087.64</b>   | <b>315,779.36</b>   |                     |
| <i>Other Services</i>                    | <b>1,539,975.00</b>  | <b>692,000.03</b>   | <b>847,974.97</b>   |                     |
| <i>Capital Outlay</i>                    | <b>291,800.00</b>    | <b>65,187.15</b>    | <b>226,612.85</b>   |                     |
| <i>Debt Service</i>                      | <b>63,976.00</b>     | <b>0.00</b>         | <b>63,976.00</b>    |                     |
| <i>Interfund Transfers for DS</i>        | <b>830,452.00</b>    | <b>409,867.96</b>   | <b>420,584.04</b>   |                     |
| <i>Unappropriated</i>                    | <b>0.00</b>          | <b>0.00</b>         | <b>0.00</b>         |                     |
| <i>Check Total</i>                       | <b>10,590,504.00</b> | <b>4,864,430.21</b> | <b>5,726,073.79</b> |                     |



**MARCH 2019  
YEAR TO DATE TOTALS**

| <b>Special Funds</b>                           | <b>BUDGET<br/>FY 2018</b> | <b>As of<br/>MAR 2019</b> | <b>Balance</b> | <b>50.00%<br/>% to date</b> |
|------------------------------------------------|---------------------------|---------------------------|----------------|-----------------------------|
| <b>007 MS Dev 2.36M Katrina Bonds</b>          |                           |                           |                |                             |
| Revenues                                       | 280,259.00                | 280,485.35                | (226.35)       | 100.0%                      |
| Expenditures                                   | 280,309.00                | 274,915.00                | 5,394.00       | 98.0%                       |
| <b>013 TE-Downtown Revitalization</b>          |                           |                           |                |                             |
| Revenues                                       | 40,971.45                 | 0.00                      | 40,971.45      |                             |
| <b>020 Allen Road Widening</b>                 |                           |                           |                |                             |
| Revenues                                       | 46,324.00                 | 46,323.96                 | 0.04           | 99.9%                       |
| Expenditures                                   | 46,324.00                 | 46,323.96                 | 0.04           | 99.9%                       |
| <b>029 MDOT Safe Routes to School</b>          |                           |                           |                |                             |
| Revenues                                       | 27,155.81                 | 0.00                      | 27,155.81      |                             |
| <b>030 MDAH 2014 Community Heritage</b>        |                           |                           |                |                             |
| Revenues                                       | 0.00                      | 1,825.00                  | (1,825.00)     |                             |
| Expenditures                                   | 0.00                      | 0.00                      | 0.00           |                             |
| <b>128 Martin Bluff Road Project</b>           |                           |                           |                |                             |
| Expenditures                                   | 102,012.64                | 0.00                      | 102,012.64     |                             |
| <b>130 \$7M GO Bond - Capital Improvements</b> |                           |                           |                |                             |
| Revenues                                       | 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%                        |
| <b>157 US Justice Equitable Sharing</b>        |                           |                           |                |                             |
| Revenues                                       | 0.00                      | 173,209.60                | (173,209.60)   |                             |
| Expenditures                                   | 50,000.00                 | 86,008.97                 | (36,008.97)    | 172.0%                      |
| <b>160 Fire Protection Fund</b>                |                           |                           |                |                             |
| Revenues                                       | 104,000.00                | 0.00                      | 104,000.00     |                             |
| Expenditures                                   | 179,915.06                | 629.74                    | 179,285.32     | 0.3%                        |
| <b>171 Combined Tidelands Grant</b>            |                           |                           |                |                             |
| Revenues                                       | 707,700.99                | 59,774.85                 | 647,926.14     | 8.4%                        |
| Expenditures                                   | 697,199.49                | 60,874.85                 | 636,324.64     | 8.7%                        |
| <b>172 Library Support Fund</b>                |                           |                           |                |                             |
| Revenues                                       | 110,096.00                | 88,967.03                 | 21,128.97      | 80.8%                       |
| Expenditures                                   | 110,096.00                | 77,023.47                 | 33,072.53      | 69.9%                       |
| <b>176 Shepard State Park</b>                  |                           |                           |                |                             |
| Revenues                                       | 95,500.00                 | 65,201.00                 | 30,299.00      | 68.2%                       |
| Expenditures                                   | 128,450.00                | 47,855.96                 | 80,594.04      | 37.2%                       |
| <b>250 2018 W&amp;S Bond Debt Service</b>      |                           |                           |                |                             |
| 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     |                             |
| <b>Special Funds</b>                             | <b>BUDGET<br/>FY 2018</b> | <b>As of<br/>MAR 2019</b> | <b>Balance</b> | <b>50.00%<br/>% to date</b> |
| <b>251 2018 W&amp;S Bond Debt Serv Reserve</b>   |                           |                           |                |                             |
| Revenues                                         | 11,200.00                 | 13,739.19                 | (2,539.19)     | 122.6%                      |
| <b>300 USDA-NRCS EWP</b>                         |                           |                           |                |                             |
| Revenues                                         | 344,795.00                | 0.00                      | 344,795.00     |                             |
| Expenditures                                     | 161,250.00                | 28,168.48                 | 133,081.52     | 17.4%                       |
| <b>301 Pine Cone Drive Spillway</b>              |                           |                           |                |                             |
| Expenditures                                     | 164,525.60                | 109,468.00                | 55,057.60      | 66.5%                       |
| <b>302 Robert Hiram Bridge Sheet Pile Wall</b>   |                           |                           |                |                             |
| Revenues                                         | 0.00                      | 0.00                      | 0.00           |                             |
| Expenditures                                     | 76,261.71                 | 39,079.50                 | 37,182.21      | 51.2%                       |
| <b>303 MDOT-TA Grant: Martin Bluff Sidewalk</b>  |                           |                           |                |                             |
| Revenues                                         | 578,784.00                | 0.00                      | 578,784.00     |                             |
| Expenditures                                     | 1,060,348.40              | 60,801.14                 | 999,547.26     | 5.7%                        |
| <b>304 Town Commons Park Project</b>             |                           |                           |                |                             |
| Revenues                                         | 0.00                      | 501,227.45                | (501,227.45)   |                             |
| Expenditures                                     | 0.00                      | 19,450.00                 | (19,450.00)    |                             |
| <b>350 Elevated Water Tank</b>                   |                           |                           |                |                             |
| 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%                        |
| <b>351 Bemis Sewer Project</b>                   |                           |                           |                |                             |
| 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%                        |
| <b>352 2018 Bond General Construction/Admin</b>  |                           |                           |                |                             |
| 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%                        |
| <b>353 Hwy 57 Utility Line Relocation</b>        |                           |                           |                |                             |
| 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%                        |
| <b>354 Robinson Still Road Utility Extension</b> |                           |                           |                |                             |
| Revenues                                         | 336,318.00                | 0.00                      | 336,318.00     |                             |
| Expenditures                                     | 336,318.00                | 17,915.00                 | 318,403.00     | 5.3%                        |
| <b>404 Solid Waste Fund</b>                      |                           |                           |                |                             |
| 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**

| <b>Special Funds</b>                    | <b>BUDGET<br/>FY 2018</b> | <b>As of<br/>MAR 2019</b> | <b>Balance</b> | <b>50.00%<br/>% to date</b> |
|-----------------------------------------|---------------------------|---------------------------|----------------|-----------------------------|
| <b>421 MSB - Water Ionization Plant</b> |                           |                           |                |                             |
| Expenditures                            | 56,287.52                 | 0.00                      | 56,287.52      |                             |
| <b>495 DS Reserve Fund: 2012 Bond</b>   |                           |                           |                |                             |
| Revenues                                | 600.00                    | 3,825.04                  | (3,225.04)     | 637.5%                      |
| Expenditures                            | 491,325.00                | 494,709.18                | (3,384.18)     | 100.6%                      |
| <b>497 DS Fund: 2013 SO Bond</b>        |                           |                           |                |                             |
| Revenues                                | 1,000.00                  | 2,565.97                  | (1,565.97)     | 256.5%                      |
| Expenditures                            | 2,000.00                  | 4,223.28                  | (2,223.28)     | 211.1%                      |
| <b>602 DS Fund: 2012 Bond Refinance</b> |                           |                           |                |                             |
| 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)**

|                                          | <b>BUDGET<br/>FY 2019</b> | <b>MAR 2019</b>         | <b>Balance</b>          | <b>50.00%<br/>% to date</b> |
|------------------------------------------|---------------------------|-------------------------|-------------------------|-----------------------------|
| <b>Utility Fund Revenues</b>             | <b>9,124,000.00</b>       | <b>4,451,367.80</b>     | <b>4,672,632.20</b>     | <b>48.7%</b>                |
| 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              |                             |
| <b>Utility Fund Expenditures</b>         | <b>10,007,566.00</b>      | <b>3,675,050.21</b>     | <b>6,332,515.79</b>     | <b>36.7%</b>                |
| <br><i>Total Operating Expenditures</i>  | <br><b>5,995,742.00</b>   | <br><b>2,662,295.59</b> | <br><b>3,333,446.41</b> |                             |
| <i>Total Capital Outlay Expenditures</i> | <b>212,000.00</b>         | <b>131,102.22</b>       | <b>80,897.78</b>        |                             |
| <i>Total Debt Service</i>                | <b>1,164,489.00</b>       | <b>691,652.40</b>       | <b>472,836.60</b>       |                             |
| <i>Total Interfund Transfers</i>         | <b>2,435,335.00</b>       | <b>190,000.00</b>       | <b>2,245,335.00</b>     |                             |
| <i>Total Contingency Expenditures</i>    | <b>200,000.00</b>         | <b>0.00</b>             | <b>200,000.00</b>       |                             |
| <i>Check Total</i>                       | <b>10,007,566.00</b>      | <b>3,675,050.21</b>     | <b>6,332,515.79</b>     |                             |
| <br><i>Personnel</i>                     | <br><b>487,033.00</b>     | <br><b>191,258.41</b>   | <br><b>295,774.59</b>   |                             |
| <i>Supplies</i>                          | <b>305,000.00</b>         | <b>63,041.82</b>        | <b>241,958.18</b>       |                             |
| <i>Other Services</i>                    | <b>5,203,709.00</b>       | <b>2,407,995.36</b>     | <b>2,795,713.64</b>     |                             |
| <i>Capital Outlay</i>                    | <b>212,000.00</b>         | <b>131,102.22</b>       | <b>80,897.78</b>        |                             |
| <i>Debt Service</i>                      | <b>1,164,489.00</b>       | <b>691,652.40</b>       | <b>472,836.60</b>       |                             |
| <i>Interfund Transfers</i>               | <b>2,435,335.00</b>       | <b>190,000.00</b>       | <b>2,245,335.00</b>     |                             |
| <i>Contingencies</i>                     | <b>200,000.00</b>         | <b>0.00</b>             | <b>200,000.00</b>       |                             |
| <i>Check Total</i>                       | <b>10,007,566.00</b>      | <b>3,675,050.21</b>     | <b>6,332,515.79</b>     |                             |

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

**ORDER NUMBER 099-2019**

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

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

**NAYS:**       **None**

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

**BLANK** by Mayor and Members of the Council of the City of Gautier, Mississippi,  
at the meeting of May 7, 2019.

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

**ORDER NUMBER 100-2019**

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

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

**NAYS:**       **None**

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

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



**Councilman Vaughan** made the motion to recess until May 21, 2019 at 6:30 PM.  
**Councilwoman Martin** seconded the motion. The vote was carried unanimously.

**APPROVED BY:**

---

**MAYOR**

**ATTEST:**

---

**CITY CLERK**

Submitted for approval of the Mayor and Members of the Council of the City of  
Gautier, Mississippi, at the meeting of May 21, 2019.

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

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

**May 21, 2019**  
**Receive April 2019 Privilege License Report**

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

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

---

**Summary Explanation: Receive April 2019 Privilege License Report.**

**EXHIBITS FOR REVIEW**

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

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

**Motion Made by:**

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

**Second Made by:**

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

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

**Action Taken:**

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

**ORDER NUMBER 000-2019**

**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 April 2019 is hereby received.

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

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

**AYES:**

**NAYS:**

---

**MAYOR**

**ATTEST:**

---

**CITY CLERK**

**BLANK** by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of May 21, 2019.

|                 |                  |                            |                   |                  |
|-----------------|------------------|----------------------------|-------------------|------------------|
|                 |                  | <b>City of Gautier</b>     |                   |                  |
|                 |                  | <b>Business Registry</b>   |                   |                  |
|                 |                  | <b>Apr-19</b>              |                   |                  |
| <u>ACCOUNT#</u> | <u>LICENSE #</u> | <u>BUSINESS NAME/OWNER</u> | <u>AMOUNT</u>     | <u>STATUS</u>    |
| 1308            | 2020-04-0006298  | Cooks Contracting          | \$20.00           | Current          |
| 1418            | Closed           | Southern Signs             | \$20.00           | Closed           |
| 1537            | 2020-04-0006299  | 1 Stop Pawn                | \$500.00          | New Business     |
| 1539            | 2020-04-0006300  | Quaility Coin Laundry      | \$20.00           | New Business     |
| 435             | 2020-04-0006301  | Waste Oil Collectors       | \$30.00           | Current          |
| 407             | 2020-04-0006302  | Hallmark Wash-O-Rama       | \$20.00           | Current          |
| 1066            | 2020-04-0006303  | Shane's Title Loans        | \$20.00           | Current          |
| 1425            | 2020-04-0006304  | Domino's Pizza             | \$30.00           | Current          |
| 414             | 2020-04-0006305  | J.B. Morgan, Jr            | \$20.00           | Current          |
| 411             | 2020-04-0006306  | Magnolia Mini Warehouse    | \$20.00           | Current          |
| 432             | 2020-04-0006307  | Thomas Trans & Auto Rpt    | \$20.00           | Current          |
| 413             | 2020-04-0006308  | Magnolia State Constr.     | \$20.00           | Current          |
| 367             | 2020-03-0006309  | Hickory Hills Gulf Coast   | \$75.90           | Delinquent       |
| 1540            | 2020-04-0006310  | Rod's Flooring, LLC        | \$20.00           | New Business     |
| 395             | 2020-04-0006311  | Coastal Pnt.&Construction  | \$30.00           | Current          |
| 392             | 2020-04-0006312  | Brass Hanger, INC.         | \$30.00           | Current          |
| 904             | 2020-04-0006313  | Murphy Oil USA, INC.       | \$40.00           | Current          |
| 1417            | 2020-04-0006314  | Redbox Automated Rtail     | \$45.00           | Current          |
| 1236            | 2020-10-0006315  | Flawless Fades             | \$25.40           | Delinquent       |
| 1236            | 2020-10-0006316  | Flawless Fades             | \$20.00           | Delinquent       |
| 345             | 2020-03-0006137  | Formal Affair              | \$68.75           | Delinquent       |
| 409             | 2020-04-0006318  | Hickory Resort Associatio  | \$30.00           | Current          |
| 1541            | 2020-04-0006319  | Just (1) One More          | \$45.00           | New Business     |
| 1379            | 2020-08-0006320  | Bienville Orthopedic       | \$150.00          | Delinquent       |
| 1542            | 2019-00-0006321  | EstaBrook Toyota           | \$250.00          | Transient Vendor |
| 1543            | 2019-00-0006322  | EstaBrook Motor Compan     | \$250.00          | Transient Vendor |
| 1410            | Closed           | Rojo De Vu                 | \$0.00            | Closed           |
| 580             | 2019-08-0006323  | Preferred Painters         | \$23.40           | Delinquent       |
| 1411            | 2020-03-0006324  | Tenesha & Company          | \$22.00           | Delinquent       |
| 397             | 2020-04-0006325  | Dr. Cohen Podiatry         | \$30.00           | Current          |
| 1477            | 2020-04-0006326  | Richard Houghton R/Est.    | \$20.00           | Current          |
| 389             | 2019-04-0006327  | Advanced Security          | \$24.20           | Delinquent       |
| 389             | 2020-04-0006328  | Advanced Security          | \$20.00           | Current          |
| 1315            | 2020-04-0006329  | Edward Jones Investments   | \$20.00           | Current          |
| 1424            | 2020-04-0006330  | Star Life Entertainment    | \$20.00           | Current          |
| 1364            | Closed           | Amedisys Home Health Ir    | \$0.00            | Closed           |
| 391             | 2020-04-0006331  | Braly's PT. Loma Marina    | \$20.00           | Current          |
| 402             | 2020-04-0006332  | F&H Trucking,LLC           | \$84.00           | Current          |
| 1544            | 2020-04-0006333  | DreamTree Enterprises LI   | \$60.00           | New Business     |
| 1420            | 2020-04-0006334  | The Wireless Center/Moy    | \$20.00           | Current          |
| 403             | 2020-04-0006335  | Foster A/C Heating, Inc.   | \$117.00          | Current          |
| 1471            | 2020-04-0006336  | Padgett Brothers Janitoria | \$20.00           | Current          |
| 1472            | Closed           | La La's Luv                | \$20.00           | Closed           |
|                 |                  | <b>Total</b>               | <b>\$2,340.65</b> |                  |
|                 |                  |                            |                   |                  |
|                 |                  | New Business               |                   | 5                |
|                 |                  | Transient Vendor           |                   | 2                |
|                 |                  | Closed Business            |                   | 4                |
|                 |                  | Delinquent Renewals Issued |                   | 8                |

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

**Council Meeting:**

**May 21, 2019**

**Title:**

**Resolution appointing Mississippi Municipal  
League 2019 voting delegates**

**Introduced by:**

**Contact Person/Telephone**

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

**Summary Explanation: Approval of a resolution appointing voting delegates (Mayor Phil Torjusen and 1<sup>st</sup> Alternate Councilwoman At Large Mary Martin ) for the Mississippi Municipal League 2019 election to be held at the annual convention on June 24<sup>th</sup>-26<sup>th</sup> in Biloxi, Mississippi.**

**EXHIBITS FOR REVIEW**

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

**Staff Recommendation:**

**Approval**

**Motion Made by:**

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

**Second Made by:**

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

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

**Action Taken:**

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

**RESOLUTION NUMBER 000-2019**

**RESOLUTION APPOINTING MISSISSIPPI MUNICIPAL LEAGUE 2019 VOTING DELEGATES FOR THE CITY OF GAUTIER**

**WHEREAS**, the Mississippi Municipal League amended the bylaws of the association to provide for a ballot election, to be conducted by the officers of the Mississippi Municipal Clerks and Collectors Association, to be held each year at the summer convention, to elect a Second Vice President and to vote on any proposed bylaw changes; and

**WHEREAS**, the amended bylaws require the governing authority to designate in its minutes the voting delegate and one alternate to cast the vote for each member municipality.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Members of the Council of the CITY OF GAUTIER as follows:

In accordance with the bylaws of the Mississippi Municipal League, the voting delegate(s) for the 2019 Mississippi Municipal League election to be held at the annual convention on June 25<sup>th</sup> with a run-off (if necessary) on June 26, 2019 are as follows:

**Voting Delegate: Phil Torjusen, Mayor**  
**First Alternate: Mary Martin, Councilwoman At Large**

That public interest and necessity requiring same, this Resolution shall become effective upon passage.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by **BLANK**, seconded by **BLANK**, and was adopted by the following vote, to-wit:

**AYES:**

**NAYS:**

(SEAL)  
**ATTEST:**

**APPROVED:**

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**CITY CLERK**

---

**MAYOR**

**BLANK** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of May 21, 2019.

**CITY OF GAUTIER  
MEMORANDUM**

**To: Paula Yancey, City Manager**  
**From: Cindy Russell, City Clerk**  
**Date: May 9, 2019**  
**Subject: Resolution appointing 2019 Mississippi Municipal League Voting Delegates.**

---

**REQUEST:**

The City Clerk Department requests City Council approval of a resolution appointing 2019 Mississippi Municipal League voting delegates for the City of Gautier.

**BACKGROUND:**

MML amended the bylaws of the association to provide for a ballot election to be held each year at the summer convention, to elect a Vice President and to vote on any proposed by law changes.

**DISCUSSION:**

On Tuesday, June 25, 2019, at the MML Annual Conference, an election will be held to select the MML 2<sup>nd</sup> Vice President. Each city in good standing must identify a voting delegate along with one alternate. The voting delegate will vote the will of their city in voting for the MML Vice President at the MML Annual Conference. A list of qualifying candidates will be provided to the nominated delegates. In accordance with the bylaws of the Mississippi Municipal League, the voting delegate(s) for the 2019 Mississippi Municipal League election to be held at the annual conference on June 24<sup>th</sup> – June 26<sup>th</sup>, 2019 are as follows:

- **Voting Delegate: Phil Torjusen, Mayor**
- **1<sup>st</sup> Alternate: Mary Martin, Councilwoman At Large**

**RECOMMENDATION:**

Based on the voting delegates selected, Staff's recommendation the City Council approve the resolution appointing Mississippi Municipal League 2019 Voting Delegates.

**ATTACHMENT(S):**

2019 MML Voting Delegate/Alternate Information





600 East Amite Street

Suite 104

Jackson MS 39201

601.353.5854

800.325.7641

Fax 601.353.6980

www.mmlonline.com

**PRESIDENT**

Mayor H. Glen Barlow  
Town of French Camp

**FIRST VICE PRESIDENT**

Mayor Billy Hewes  
City of Gulfport

**SECOND VICE PRESIDENT**

Mayor Errick D. Simmons  
City of Greenville

**EXECUTIVE DIRECTOR**

Shari T. Veazey

## ATTENTION CITY CLERK

### MML 2019 Election of MML 2<sup>nd</sup> Vice President Voting Delegate/Alternates Information

On Tuesday, June 25, 2019, at the MML Annual Conference, an election will be held to select the MML 2<sup>nd</sup> Vice President. Each member city in good standing (dues are paid in full by May 15, 2019) must identify a voting delegate, along with an alternate. **The list of qualifying candidates is attached.**

**To participate in the election, the MML must receive this completed form by June 7, 2019.**

**Important:** All voting delegates & alternates must text the keyword **MMLvote2019** to **95577** to register as a voting delegate for the 2019 election of MML's 2<sup>nd</sup> Vice President. Voting delegates will be updated on the status of the election by text message.

**City/Town of** Gautier

**PLEASE PRINT:**

**Voting Delegate Name/Title:** Mayor Phil Torjusen  
**Cell Phone Number:** 228-490-4141

**Alternate Name/Title:** Council Woman-at-Large Mary Martin  
**Cell Phone Number:** 228-217-2792

**IF THE APPOINTED VOTING DELEGATE HAS NOT CAST HIS OR HER VOTE BY 3PM ON TUESDAY, JUNE 25, 2019, THE ALTERNATE VOTING DELEGATE WILL AUTOMATICALLY BE ALLOWED TO CAST THE VOTE FOR MML 2<sup>ND</sup> VICE PRESIDENT.**

**IF A RUN-OFF ELECTION IS REQUIRED, AND THE APPOINTED VOTING DELEGATE HAS NOT CAST HIS OR HER VOTE BY 9AM ON WEDNESDAY, JUNE 26, 2019, THE ALTERNATE VOTING DELEGATE WILL AUTOMATICALLY BE ALLOWED TO CAST THE VOTE IN THE RUN-OFF ELECTION FOR MML 2<sup>ND</sup> VICE PRESIDENT.**

**Return by Mail or Fax to:**  
**The Mississippi Municipal League**  
**600 E. Amite Street, Ste. 104**  
**Jackson, Mississippi 39201**  
**OR**  
**FAX: (601) 353-6980**

**Summary Terms & Conditions:** Our mobile text messages are intended for subscribers over the age of 18 and are delivered via USA short code 95577. You may receive up to 5 message(s) per month for text alerts. Message and data rates may apply. This service is available to persons with text-capable phones subscribing to carriers including AT&T, Verizon Wireless, T-Mobile®, Sprint, Virgin Mobile USA, Cincinnati Bell, Centennial Wireless, Unicef, U.S. Cellular®, and Boost. For help, text HELP to 95577, email [samantha@mmlonline.com](mailto:samantha@mmlonline.com), or call +1 6013972009. You may stop your mobile subscription at any time by text messaging STOP to short code 95577.

**MML Candidates for 2nd Vice-President Northern District**

Mayor Chuck Cariker, Town of Tunica

Mayor Dale Fortenberry, Town of Farmington

Mayor Carolyn McAdams, City of Greenwood

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

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

**May 21, 2019**  
**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**

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

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

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

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

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

**Action Taken:**

There came 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 21, 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: \_\_\_\_\_  
Paula Yancey, City Manager

By: \_\_\_\_\_  
Ken Taylor, Authorized Representative



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

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

**May 21, 2019**  
**Authorization for the Gautier Police Department**  
**to trade in/purchase thirty-eight (38) Glock gen 4**  
**model 23 duty pistols**

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

**Chief Dante Elbin 497-8007**

---

**Summary Explanation: Authorization for the Gautier Police Department to trade-in/purchase**  
**Thirty-eight (38) Glock gen 4 model 23 duty pistols from Barneys Police Supply**

**EXHIBITS FOR REVIEW**

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

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

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

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

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

**Action Taken:**

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

**ORDER NUMBER 000-2019**

**WHEREAS**, the Gautier Police Department has recently experienced a few pistols malfunctioning during firearms training; and

**WHEREAS**, the Gautier Police Department feels it is in the best interest of the City to replace these firearms with newer models; and

**WHEREAS**, Barneys Police Supply offers a buy back option for the purchasing and replacing of duty weapons; and

**WHEREAS**, Barneys Police Supply will purchase the city's old duty Glock pistols for \$260.00 for a total of \$9,880.00 and sell the Gautier Police Department new Glock model 23 Gen 4 duty pistols for \$409.00 for a total of \$15,542.00; and

**WHEREAS**, the net cost for replacement will be \$5,662.00 coming from the Department of Justice/Asset Forfeiture Account; and

**WHEREAS**, Barneys Police Supply will give each officer the option to buy back their old Glock model 23 Gen 4 duty pistol for \$321.00.

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Gautier Police Department is hereby authorized to trade-in/purchase thirty-eight (38) Glock model 23 Gen 4 duty pistols in the amount of \$5,662.00.

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

Motion 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 21, 2019.

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Paula Yancey, City Manager  
**From:** Danny Selover, Police  
**Date:** 5/10/2019  
**Subject:** Authorization to trade/purchase thirty-eight (38) Glock gen 4 model 23 duty pistols

---

**REQUEST:**

City Council authorization is needed for the Police Department to trade-in/purchase thirty-eight (38) new Glock model 23 Gen 4 duty pistols.

**BACKGROUND:**

The Gautier Police Department currently owns and has listed on inventory, thirty-eight (38) Glock model 23 Gen 4 duty pistols which have been issued to our police officers as their duty weapon. Recently, we have experienced a few of the pistols malfunctioning during firearms training. Therefore, the Gautier Police Department feels it is in the best interest of the City to replace these firearms with newer models.

**DISCUSSION:**

Barneys Police Supply offer a buy back option for the purchasing and replacing of duty weapons. Barneys Police Supply will purchase our old duty Glock pistols for \$260.00 each at a total price of \$9880.00 and sell the Gautier Police Department new Glock model 23 Gen 4 duty pistols for \$409.00 each at a total price of \$15,542.00. The difference in cost for replacement of the thirty-eight (38) Glock model 23 Gen 4 will be \$5,662.00. Barneys Police Supply will also give each officer the option to buy back their old duty Glock model 23 Gen 4 pistol for \$321.00.

The purchase of these Glock pistols 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 trade in/purchase of these thirty-seven (38) duty Glock model 23 Gen 4 pistols for the total price of \$5662.00.00.

**ATTACHMENTS:**

1. attachments



2600 PASS RD  
GULFPORT MS 39501  
228-206-3200

www.barneypolicesupplies.com

# QUOTE

Page 1 of 1

ORIG DATE: 05-09-2019 14:41:35  
QUOTE: 00527209  
Order/4473#:

STORE/REG: 5-GP / 500  
CLERK: RANDY B.

## Customer Bill To:

CITY OF GAUTIER PD  
CITY OF GAUTIER PD  
3330 HWY 90

GAUTIER MS 39553

Phone: 228-497-2486 Fax: - -

Email: DSELOVER@GAUTIER-MS.GOV

Sales Person Name  
RANDY

## Customer Ship/Deliver to:



6

Terms  
NET 30

Ship/Deliver Via  
In Store

Req. Ship Date

Purchase Order

NICS/CCW/FFL #  
DLOF

NICS/FFL DATE  
04/08/2021

POC: CAPT. SELOVER (FET PAPERWORK REQUIRED)

| Item Number<br>Brand | Size<br>Item Description | Attr1 | Color | Unit Price | QTY | Total \$'s<br>Extended | Qty<br>OnHand | NOTE: Quantities on Hand are estimates and NOT<br>guaranteed due to on going sales and computer errors. |
|----------------------|--------------------------|-------|-------|------------|-----|------------------------|---------------|---------------------------------------------------------------------------------------------------------|
|----------------------|--------------------------|-------|-------|------------|-----|------------------------|---------------|---------------------------------------------------------------------------------------------------------|

|            |                                                                         |  |  |          |     |              |   |  |
|------------|-------------------------------------------------------------------------|--|--|----------|-----|--------------|---|--|
| GLK23G4NSU |                                                                         |  |  | \$260.00 | -38 | \$(9,880.00) | 0 |  |
| GLOCK      | PISTOL, 23GEN4, 40SW,BLK,GNS,USED/TO COME W/3 MAGS EAC,Reason? TRADE IN |  |  |          |     |              |   |  |

Brand: GLOCK Style: GLK23G4NSU Desc: PISTOL, 23GEN4, 40SW,BLK,GNS,USED/TO COME W/3 MAGS EACH Size: Attr1: Attr2:

|             |                               |  |  |          |    |             |   |  |
|-------------|-------------------------------|--|--|----------|----|-------------|---|--|
| GLKLE23G4NS |                               |  |  | \$409.00 | 38 | \$15,542.00 | 0 |  |
| GLOCK       | PISTOL,23LE,GEN4,40SW,BLK,GNS |  |  |          |    |             |   |  |

AGENCY PRICING

Total Units: 0

Total Weight (lbs.): 190.00

\*\*\* OFFICE Original \*\*\*

**This QUOTE is valid for 30 days!**

\*\*\*PLEASE NOTE\*\*\* In the event ordered quantities are lower this may  
affect customer pricing and freight charges!

Sub total: \$5,662.00  
Shipping: \$0.00  
State Tax1: \$0.00  
Local Tax2: \$0.00

**Total: \$5,662.00**

Charge Accounts are due per the terms at top of page. If no terms are listed then terms are DUE ON RECEIPT. Invoices not paid within terms are subject 1.8% finance charge per month, late fees and all reasonable collection costs.

Returns after 2 days will be given store credit and original packaging and receipt MUST accompany item. Fired guns cannot be returned. Other policies apply. BODY ARMOR: Due to the nature of body armor and liability issues, there can be NO returns on body armor. ALL SALES ARE FINAL!! We urge the officer to be IN UNIFORM for fitting. If not, then it is at the officers risk for fit requirements! Alterations may incur up to \$125 charge per change on body armor.

VEHICLE UPFIT WARRANTY: EQUIPMENT = Manufacturer warranty only. LABOR = 90 days from install date. Customer is responsible for all labor, supplies, freight and other charges of non-warranted items.

.TERMS & CONDITIONS: Quote valid for 30 days. Net 30 days - No further discounts. The agency understands trade-in firearms, if any, must be in working condition, and will be shipped with the type and number of magazines specified. Barneys will reduce the trade value by \$20 per missing magazine. Defective, non-working firearms or firearms with missing parts will incur a 75% decrease in the quoted value. The agency agrees to forward trades to Barneys at its expense, within 30 days of receipt of new product. The agency further understands Barneys will resell traded firearms in full compliance of federal, state and local laws.

BARNEYS, INC. (EIN #72-1491003)

Locations: Lafayette, Lake Charles, Metairie, Gulfport, Bossier City, Pearl  
300

Rev 10/11/17

Printed on 5/9/2019 @ 2:41:43PM



# GLOCK, Inc. U.S.A.



PERFECTION

GLOCK, Inc. P.O. Box 369  
Smyrna, GA 30081 U.S.A.

Tel. (770) 432-1202

**Charles A. Sumner**

Cell: 662-255-1873

Law Enforcement District Manager AR,MS,LA

Lt. Lee Bond  
Gautier Police Department

4/9/2019

Subject: GLOCK Pistol Maintenance

The Gautier Police Department has successfully deployed the GLOCK pistol for many years and strives to enhance officer safety through a comprehensive training program that includes frequent live fire exercises. The pistols will display normal wear after extended use and may require periodic parts replacement to ensure reliable function as duty weapons. The following parts may display normal wear and require replacement during the inspection process. The price is provided to assist in determining the relative cost of maintaining pistols with extensive service.

| Part                           | Cost  | Total     |
|--------------------------------|-------|-----------|
| Recoil spring assembly         | 5.00  | 5.00      |
| Slide stop lever & spring      | 5.00  | 5.00      |
| Extractor                      | 13.00 | 13.00     |
| Trigger with trigger Bar       | 10.00 | 10.00     |
| Trigger spring                 | 2.00  | 2.00      |
| Firing pin                     | 30.00 | 30.00     |
| Firing pin Safety              | 2.00  | 2.00      |
| Firing pin Spring              | 2.00  | 2.00      |
| Magazine spring (3 required)   | 4.00  | 4.00      |
| Magazine follower (3 required) | 2.00  | 2.00      |
| Magazine insert (3 required)   | 2.00  | 2.00      |
| Magazine assembly              | 21.00 | (3) 63.00 |
| GLOCK Night Sights             | 57.00 | 57.00     |

GLOCK pistols are manufactured with the highest quality and most durable components available. Some components may wear faster than others and a comprehensive inspection process is recommended to identify worn parts. As we discussed, the replacement of critical parts may approach the replacement cost of the existing pistols. The replacement of night sights, three magazines and a significant number of internal wear parts may cost up to \$160.00 per pistol. This cost may be contrasted with the replacement cost of \$414.00 per pistol (GLOCK Night Sights), less \$250.00 trade, for a cost of \$164.00 each for new GLOCK pistols. Gen5 / G45 pistols are the same price, but if you prefer the Amriglo BOLD sights, the price would be \$433.50 less the \$250 trade for \$183.50.

Sincerely,

*Charles A. Sumner*

Charles A. Sumner  
GLOCK, Inc.

City of Gautier Police Department  
Firearm Trade Terms

1. Any non-duty essential firearm must be traded in within one week of acceptance of trade conditions.
2. Trade in duty pistols are to come with 3 magazines each. Trade in rifles are to come with 1 magazine each. For each missing magazine \$10 will be deducted from the trade value.
3. Upon receipt of the new firearms the agency will have 30 calendar days allotted for the transition from their trade in firearms. The trade in firearms must be delivered to Barney's Police Supplies within the 30 calendar days.
4. The agency is responsible for shipment/delivery of trade in firearms to the nearest Barney's Police Supplies location or for shipment/delivery to Barney's Police Supplies main location, 218 Four Park Rd. Lafayette LA 70507.
5. Agency is responsible for the maintenance and condition of trade-in firearms while transfer is taking place.
6. Any damage or reduction in overall condition of trade firearms will result in a reduction of trade value on said trade firearms.
7. Firearms in a damaged or poor condition will be reduced in value by 25% at a minimum.
8. Any non-functioning trade firearms will be treated as parts and as such will not be credited at the full trade value. Parts firearms will be reduced in trade value by a minimum of 75%.
9. A "buyback" period of one week will be given for trade-in firearms, from the date that the firearms become the property of Barney's Police Supplies.
10. "Buyback" prices are valid for the "buyback" period only.
11. "Buyback" prices are valid for sworn officers currently working for the trade in agency only. The "buyback" price is \$ 295.00 plus any and all applicable taxes.

Printed/Typed Name

Signature

Date

\_\_\_\_\_



|    | Make  | Model    | Serial  | Inventory # |
|----|-------|----------|---------|-------------|
| 1  | GLOCK | 23 GEN 4 | PVR606  | 1316        |
| 2  | GLOCK | 23 GEN 4 | PVR607  | 1317        |
| 3  | GLOCK | 23 GEN 4 | PVR608  | 1361        |
| 4  | GLOCK | 23 GEN 4 | PVR609  | 1318        |
| 5  | GLOCK | 23 GEN 4 | PVR610  | 1319        |
| 6  | GLOCK | 23 GEN 4 | PVR611  | 1362        |
| 7  | GLOCK | 23 GEN 4 | PVR612  | 1320        |
| 8  | GLOCK | 23 GEN 4 | PVR614  | 1322        |
| 9  | GLOCK | 23 GEN 4 | PVR615  | 1323        |
| 10 | GLOCK | 23 GEN 4 | PVR617  | 1326        |
| 11 | GLOCK | 23 GEN 4 | PVR618  | 1327        |
| 12 | GLOCK | 23 GEN 4 | PVR619  | 1328        |
| 13 | GLOCK | 23 GEN 4 | PVR620  | 1329        |
| 14 | GLOCK | 23 GEN 4 | PVR622  | 1330        |
| 15 | GLOCK | 23 GEN 4 | PVR623  | 1331        |
| 16 | GLOCK | 23 GEN 4 | PVR624  | 1332        |
| 17 | GLOCK | 23 GEN 4 | PVR625  | 1333        |
| 18 | GLOCK | 23 GEN 4 | PVR626  | 1334        |
| 19 | GLOCK | 23 GEN 4 | PVR627  | 1308        |
| 20 | GLOCK | 23 GEN 4 | PVR628  | 1342        |
| 21 | GLOCK | 23 GEN 4 | PVR629  | 1309        |
| 22 | GLOCK | 23 GEN 4 | PVR630  | 1310        |
| 23 | GLOCK | 23 GEN 4 | PVR631  | 1311        |
| 24 | GLOCK | 23 GEN 4 | PVR632  | 1312        |
| 25 | GLOCK | 23 GEN 4 | PVR633  | 1313        |
| 26 | GLOCK | 23 GEN 4 | PVR634  | 1314        |
| 27 | GLOCK | 23 GEN 4 | PVR635  | 1315        |
| 28 | GLOCK | 23 GEN 4 | PVR636  | 1307        |
| 29 | GLOCK | 23 GEN 4 | PVR637  | 1341        |
| 30 | GLOCK | 23 GEN 4 | PVR638  | 1344        |
| 31 | GLOCK | 23 GEN 4 | PVR639  | 1306        |
| 32 | GLOCK | 23 GEN 4 | PVR641  | 1343        |
| 33 | GLOCK | 23 GEN 4 | PVR643  | 1305        |
| 34 | GLOCK | 23 GEN 4 | PVR644  | 1304        |
| 35 | GLOCK | 23 GEN 4 | PVR646  | 1324        |
| 36 | GLOCK | 23 GEN 4 | PVR647  | 1303        |
| 37 | GLOCK | 23 GEN 4 | PVR648  | 1302        |
| 38 | GLOCK | 23 GEN 4 | BEUD962 | 2622        |

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

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

**May 21, 2019**  
**Authorization to enter into a Memorandum of Understanding (MOU) with Singing River Hospital Campus Police regarding use of a canine unit**

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

**Chief Dante Elbin 497-8007**

---

**Summary Explanation: Authorization to enter into a Memorandum of Understanding (MOU) with Singing River Hospital Campus Police regarding use of a canine unit**

**EXHIBITS FOR REVIEW**

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

**Staff Recommendation:**

**Approval**

**Motion Made by:**

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

**Second Made by:**

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

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

**Action Taken:**

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

**ORDER NUMBER 000-2019**

**WHEREAS**, Singing River Hospital Campus Police will be purchasing an explosive detecting canine; and

**WHEREAS**, the Singing River Campus Police has offered to provide assistance, upon request, to local law enforcement agencies requiring the use of the canine unit; and

**WHEREAS**, the Singing River Campus Police has proposed to do so under the terms of the attached Memorandum of Understanding; and

**WHEREAS**, the Mayor and Council Members hereby find that entering into this Memorandum of Understanding would be in the best interest of the City.

**IT IS HEREBY ORDERED** by the Mayor and Member of the Council of the City of Gautier, Mississippi, that entering into the attached Memorandum of Understanding is hereby approved.

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

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

**AYES:**

**NAYS:**

---

**MAYOR**

**ATTEST:**

---

**CITY CLERK**

**BLANK** by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of May 21, 2019.

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Paula Yancey, City Manager  
**From:** Danny Selover, Police  
**Date:** 5/13/2019  
**Subject:** Authorization to enter into a Memorandum of Understanding (MOU) with Singing River Hospital Campus Police

---

**REQUEST:**

City Council authorization is requested for the City to enter into a Memorandum of Understanding (MOU) with Singing River Hospital Campus Police.

**BACKGROUND:**

Singing River Hospital Campus Police will be purchasing an explosive detecting canine. Upon request by any Law Enforcement Agency, Singing River Police will respond to requests for any and all bomb or explosive related incidents or any other requests for assistance as requested.

**DISCUSSION:**

The purpose of this MOU is to provide assistance and/or cooperation between Singing River Police and the Law Enforcement Agencies in providing explosive detecting canine assistance, and thereby providing improved access to explosive detecting in a manner pursuant to forms of existing governmental organization that accords best with the geographic, economic, population and/or other factors influencing the needs and development of the Law Enforcement Agencies located in Jackson County, Mississippi.

**RECOMMENDATION:**

Police Department Staff recommends the City Council enter into this Memorandum of Understanding with Singing River Police.

**ATTACHMENTS:**

1. MOU Final - Campus Police



## Memorandum of Understanding

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between Singing River Health System (hereinafter referred to as “Singing River Police”) and the following, collectively referred to as the “Law Enforcement Agencies”:

Jackson County Sherriff’s Department;

Pascagoula Police Department;

Gautier Police Department;

Ocean Springs Police Department; and

Moss Point Police Department.

2. **Purpose.** The purpose of this MOU is to provide assistance and/or cooperation between Singing River Police and the Law Enforcement Agencies in providing explosive detecting canine assistance, and thereby providing improved access to explosive detecting in a manner pursuant to forms of existing governmental organization that accords best with the geographic, economic, population and/or other factors influencing the needs and development of the Law Enforcement Agencies located in Jackson County, Mississippi.
3. **Responsibility of the Parties.** Upon request by any Law Enforcement Agency, Singing River Police, will respond to requests for any and all bomb or explosive related incidents or any other requests for assistance as requested. Singing River Police will assist the Law Enforcement Agencies by providing the use of a police officer and explosive detection trained canine.
4. **General Provisions.**
  - a. **Entire Agreement.** This MOU represents the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements, whether oral or written.
  - b. **Amendments.** Any Party may request changes to this MOU, and any changes, modifications or revisions which are mutually agreed upon by and between the Parties to this MOU shall be incorporated by a written instrument, and effective when executed and signed by the Parties to this MOU.
  - c. **Counterparts.** This MOU may be signed in multiple counterparts, each of which will be deemed an original, but all of which together will be one and the same instrument.
  - d. **Term.** This MOU shall become effective upon the date of last signature of the last Party to sign this MOU and any Party may terminate its participation in this MOU upon written notice to the other Parties.

*Please see following page for signatures.*

**Jackson County Sherriff's Department**

---

[Name and Title]

Date

**Pascagoula Police Department**

---

[Name and Title]

Date

**Gautier Police Department**

---

[Name and Title]

Date

**Ocean Springs Police Department**

---

[Name and Title]

Date

**Moss Point Police Department**

---

[Name and Title]

Date

**Singing River Health System**

---

[Name and Title]

Date

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

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

**May 21, 2019**  
**Resolution requesting the Jackson County Board of Supervisors authorize the use of the Gautier Convention Center by the City of Gautier**

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

**Chassity Bilbo 497-8000 Ext. 317**

**Summary Explanation:** Resolution requesting the Jackson County Board of Supervisors authorize the use of the Gautier Convention Center for a Halloween Dance on October 26, 2019. The City of Gautier has partnered with South Mississippi Special Needs Organization (SNO) to host a Halloween Dance for citizens with disabilities along the Mississippi Gulf Coast.

**EXHIBITS FOR REVIEW**

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

**Staff Recommendation:**

**Approval**

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

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

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

**Action Taken:**



There came on 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 COUNCIL OF GAUTIER, MISSISSIPPI, REQUESTING THE BOARD OF SUPERVISORS OF JACKSON COUNTY, MISSISSIPPI AUTHORIZE THE USE OF THE GAUTIER CONVENTION CENTER BY THE CITY OF GAUTIER**

**WHEREAS**, Jackson County is the owner of the Gautier Convention Center; and

**WHEREAS**, the Jackson County Board of Supervisors is authorized, in its discretion, to provide county equipment, manpower, and other services and resources to municipalities within the county pursuant to H.B. 35 (2002 reg. Sess); and

**WHEREAS**, the City of Gautier will be hosting the South Mississippi Special Needs Organization (SNO) Halloween Dance for citizens with disabilities along the Mississippi Gulf Coast on October 26, 2019;

**WHEREAS**, the City of Gautier would like to request from Jackson County the use of the Gautier Convention Center on October 26, 2019;

**WHEREAS**, SNO is a volunteer, non-profit organization that is comprised of parents, family members, educators, service providers, and those who have interests in specific disabilities;

**BE IT, THEREFORE, RESOLVED** that the City of Gautier hereby requests that the Jackson County Board of Supervisors waive all fees associated with the use of the Gautier Convention Center on October 26, 2019, and permit the City of Gautier to host the South Mississippi Special Needs Organization (SNO) Halloween Dance at the Gautier Convention Center for citizens with disabilities along the Mississippi Gulf Coast City.

**IT IS 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:**

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**MAYOR**

**ATTEST:**

---

**CITY CLERK**

**BLANK** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of May 21, 2019.

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Paula Yancey, City Manager  
**From:** Chassity Bilbo, Recreation Director  
**Date:** 5/13/2019  
**Subject:** Resolution of the City of Gautier requesting Jackson County Board of Supervisors authorize the use of the Gautier Convention Center on October 25- 26, 2019

---

**REQUEST:**

The Recreation Department is requesting approval of a resolution requesting Jackson County Board of Supervisors waive all fees associated with the rental of the Gautier Convention Center on October 25-26, 2019.

**BACKGROUND:**

The City of Gautier has partnered with South Mississippi Special Needs Organization (SNO) to host an annual Halloween Dance for citizens with disabilities along the Mississippi Gulf Coast. The dance will take place on October 26, 2019 from 6pm- 9pm.

**DISCUSSION:**

SNO is a volunteer, non-profit organization that is comprised of parents, family members, educators, service providers, and those who have interests in specific disabilities. The organization serves families of the Mississippi Gulf Coast who have a loved one with intellectual, developmental, or a specific learning disability, offering support and family resources. The City is excited about our new partnership with this organization and looks forward to hosting such a worthwhile community event.

**RECOMMENDATION:**

The Recreation Department recommends that City Council authorize a resolution be sent to the Jackson County Board of Supervisors requesting all fees be waived for the Gautier Convention Center on October 25-26, 2019.

City Council May:

1. Approve the City to send a resolution to the Jackson County Board of Supervisors requesting all fees be waived for the Gautier Convention Center on October 25- 26, 2019; or
2. Not approve the City to send a resolution to the Jackson County Board of Supervisors requesting all fees be waived for the Gautier Convention Center on October 25- 26, 2019.

**ATTACHMENTS:**

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

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

**May 21, 2019**  
**Resolution removing six (6) Whelen strobe light bars and three (3) Setina prisoner transport cages from Police Department inventory and be deemed surplus.**

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

**Chief Dante Elbin 497-8007**

---

**Summary Explanation: Resolution removing six (6) Whelen strobe light bars and three (3) Setina prisoner transport cages from Police Department inventory and be deemed surplus.**

**EXHIBITS FOR REVIEW**

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

**Staff Recommendation:**

**Approval**

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

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

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

**Action Taken:**

There came 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 POLICE DEPARTMENT ITEMS FROM INVENTORY, AND DECLARING ITEMS SURPLUS**

**WHEREAS**, the Gautier Police Department is requesting the following items be removed from inventory and declared surplus as they are no longer functional: six (6) Whelen strobe light bars – 1529, 1535, 1507, 1515, 1525 and 1295. Three (3) Setina prisoner transport bars – 1527, 1531 and 1509; and

**WHEREAS**, the Mayor and Members of the Council [have or have not] determined that, given the age and condition of the equipment, removal from inventory and declaring surplus is in the best interest of the City of Gautier.

**BE IT, THEREFORE, RESOLVED** by the Mayor and Council of the City of Gautier, Mississippi that the six (6) Whelen strobe light bars and three (3) Setina prisoner transport bars are hereby removed from inventory and deemed surplus.

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

The motion to approve the foregoing resolution was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

**AYES:**

**NAYS:**

**WHEREUPON**, the Mayor and Members of the Council of the City of Gautier, Mississippi, declared the motion carried and the Resolution adopted this the 21<sup>st</sup> day of May, 2019.

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**PHIL TORJUSEN, MAYOR**

**ATTEST:**

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**CITY CLERK**

**BLANK** by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of May 21, 2019.

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Paula Yancey, City Manager  
**From:** Danny Selover, Police  
**Date:** 5/14/2019  
**Subject:** Authorization to remove six (6) Whelen strobe light bars and three (3) Setina prisoner transport cages from the Police Department's inventory.

---

**REQUEST:**

City Council authorization is requested to remove six (6) Whelen strobe light bars and three (3) Setina prisoner transport cages from the Police Department's inventory.

**BACKGROUND:**

The Police Department has determined that, given the age and condition of these items, removal from inventory is in the best interest of the City of Gautier. City of Gautier inventory control numbers on the Whelen light bars are 1529, 1535, 1507, 1515, 1525, and 1295. City of Gautier inventory control numbers on the Setina prisoner transport cages are 1527, 1531, and 1509.

**DISCUSSION:**

These Whelen light bars are very old and do not work. The Setina prisoner transport cages are old, obsolete and have since been replaced.

**RECOMMENDATION:**

Police Department staff recommends that City Council authorize the removal of these items from inventory and authorize them to be deemed surplus.

**ATTACHMENTS:**

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

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

**May 21, 2019**  
**Authorization to approve Cypress Environmental Services as authorized agent on behalf of the City of Gautier**

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

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

**Summary Explanation: Authorization to approve Cypress Environmental Services to act as an authorized agent on behalf of the City related to the Shepard State Park boardwalk project.**

**EXHIBITS FOR REVIEW**

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

**Staff Recommendation:**

**Approval**

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

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

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

**Action Taken:**



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

**ORDER NUMBER 000-2019**

**WHEREAS**, the Shepard State Park boardwalk project includes approximately 400 feet of pedestrian boardwalk, educational panels and birdwatching opportunities; and

**WHEREAS**, engineering services and a portion of the construction will be funded through Tidelands; and

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

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

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Cypress Environmental Services is hereby approved to act as an authorized agent on behalf of the City related to the Mississippi Department of Marine Resources permitting process for the Shepard State Park boardwalk project.

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

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

**AYES:**

**NAYS:**

---

**MAYOR**

**ATTEST:**

---

**CITY CLERK**

**BLANK** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of May 21, 2019.

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Paula Yancey, City Manager  
**From:** April Havens, Grants Administrator  
**Date:** 5/14/2019  
**Subject:** Shepard State Park Boardwalk – Cypress Environmental Services Agent Authorization for Mississippi Department of Marine Resources Permit Application

---

**REQUEST:**

The Grants and Projects Department requests City Council approval to allow Cypress Environmental Services to act as an authorized agent on behalf of the City related to the Shepard State Park boardwalk project.

**BACKGROUND:**

This project includes approximately 400 feet of pedestrian boardwalk at Shepard State Park, along the marsh on the northwest side of the park. The boardwalk will include educational panels and birdwatching opportunities. Engineering services and a portion of construction will be funded through Tidelands.

**DISCUSSION:**

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

**RECOMMENDATION:**

The Grants and Projects Department recommends that City Council authorize Cypress Environmental Services to act as an authorized agent on behalf of the City related to the Mississippi Department of Marine Resources permitting process for the Shepard State Park boardwalk project.

The City Council may:

- 1) Approve Cypress Environmental Services to act as an authorized agent on behalf of the City related to the Mississippi Department of Marine Resources permitting process for the Shepard State Park boardwalk project as presented; or
- 2) Not approve Cypress Environmental Services to act as an authorized agent on behalf of the City related to the Mississippi Department of Marine Resources permitting process for the Shepard State Park boardwalk project as presented.

**ATTACHMENTS:**

1. Agent Authorization Form
2. Consent Agenda Item 10 - Authorization to approve Cypress Environmental Services as authorized agent on behalf of the City of Gautier

## Agent Authorization

I authorize Cypress Environmental Services, LLC, to act as my agent regarding the proposed project as described in the Joint Application and Notification at the location listed below:

Shepard State Park Marsh Walk

(Project Name)

1034 Graveline Rd, Gautier, MS 39553

(Project Address)

Gautier, MS

(City, state, zip code)

City of Gautier, Mississippi

(Print applicant name)

(Applicant signature)

(Date)

## Cypress contact information:

Marc Foster, AICP

228-596-1580

Cynthia Henderson, PE, PWS

228-596-2708

Lindsay Spurrier

847-363-1275

Austin Moore (Heflin Engineering)

601-955-7117

Permits to be mailed to:

Cypress

PO Box 1168

Biloxi, MS 39533

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

**Council Meeting:**

**May 21, 2019**

**Annual Renewal of Contract with Singing River  
Services for the Life Care Plus Program**

**Title:**

**Introduced by:**

**Contact Person/Telephone**

**Sherry Farabee 497-8000 ext. 304**

---

**Summary Explanation: Annual renewal of the contract between Singing River Services and the City of Gautier for the contract period of April 15, 2019 thru April 15, 2020.**

**EXHIBITS FOR REVIEW**

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

**Staff Recommendation:  
Approval**

**Motion Made by:**

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

**Second Made by:**

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

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

**Action Taken:**

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

**ORDER NUMBER 000-2019**

**WHEREAS**, Singing River Services has again offered to provide the services contained in the attached contract, as indicated; and

**WHEREAS**, the Mayor and Council Members hereby find that entering this contract 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 renewal of the contract with Singing River Services for the Employee Assistance Program or Life Care Plus program for the period of April 15, 2019 thru April 15, 2020 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 21, 2019.

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Paula Yancey, City Manager  
**From:** Sherry Farabee, Purchasing Agent  
**Date:** 5/14/2019  
**Subject:** Annual Renewal of Contract with Singing River Services for the Life Care Plus Program

---

**REQUEST:**

The Human Resources Department requests City Council approval to renew the Life Care Plus contract between Singing River Services and the City of Gautier for the contract period of April 15, 2019 thru April 15, 2020.

**BACKGROUND:**

The Life Care Plus Program is part of the city's Employee Assistance Program and has been a wellness benefit for employees since it was first approved in 2004. The City of Gautier has adopted a policy to provide these services to our employees as part of our benefit package and renews this contract annually.

**DISCUSSION:**

The Life Care Plus Program essentially provides our employees with short term counseling for a variety of life issues that effect work performance. The program is also designed to assist city management in handling and resolving employee performance and disciplinary problems.

**RECOMMENDATION:**

The contract renewal cost is \$3,000 and is a budgeted expense for FY2019. It is recommended that the Gautier City Council approve the contract renewal as budgeted.

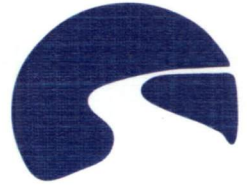
**ATTACHMENTS:**

1. Consent Agenda Item 11- Singing River Services Life Care Plus Program (EAP) Contract
2. Singing River Services Contract 2019



# SINGING RIVER SERVICES

3407 Shamrock Court  
Gautier, MS 39553



Phone (228) 497-0690

Fax (228) 497-0794

Satellites:

57 Industrial Park Road  
Lucedale, MS 39452  
(601) 947-4274  
Fax (601) 947-4275

Substance Abuse:

Stevens Center  
4905 Telephone Road  
Pascagoula, MS 39567  
(228) 769-1280  
Fax (228) 696-9119

Developmental Disabilities:

Singing River Industries  
2900 N. Dolphin Dr.  
Gautier, MS 39553  
(228) 497-9468  
Fax (228) 497-9471

Georco Industries  
101-B Industrial Park Road  
Lucedale, MS 39452  
(601) 947-4855  
Fax (601) 947-4225

Clubhouses:

Outreach Clubhouse  
2602 Criswell St.  
Pascagoula, MS 39567  
(228) 497-0609

Center for Encouragement  
65 Mable St.  
Lucedale, MS 39452  
(601) 947-7110  
Fax (601) 947-8812

Group Homes:

D.D. Group Home  
Eddie DiSanti  
3850 Dolphin Drive  
Gautier, MS 39553  
(228) 522-0505  
Fax (228) 522-0505

Children's Services  
1916 Ladnier Rd.  
Gautier, MS 39553  
(228) 497-0690  
(228) 497-0794

Emergency Services:

(228) 497-0690

May 9, 2019

City of Gautier  
3330 Highway 90  
Gautier, MS 39553

Dear Ms. Hill:

Enclosed is the EAP contract for Singing River Services and City of Gautier. The contract is for the period April 15, 2019 to April 15, 2020. After reviewing, if there are no questions, please sign and return to us at your convenience.

If you have any questions, please contact me at (228) 497-0428 or by email at [bfenech@singingriverservices.org](mailto:bfenech@singingriverservices.org).

Sincerely:

*Beth Fenech, M.S. CMHT, CAT*

Beth Fenech, M.S, CMHT, CAT  
Clinical Director

Cc: Dr. Sherman F. Blackwell, II



PROPOSAL  
FOR  
LIFE CARE PLUS SERVICES

**THIS AGREEMENT**, made the \_\_\_\_ day of \_\_\_\_\_ between Singing River Mental Health/Mental Retardation services, Region XIV, A.K.A. Singing River Services (the provider), and the CITY OF GAUTIER, (the Subscriber).

RECITALS

**WHEREAS**, SINGING RIVER SERVICES is a provider of mental health services for Region XIV whose general objective is to identify, assess, and treat mental health problems.

**WHEREAS**, the Provider has main facilities at 3407 Shamrock Court, Gautier, Mississippi 39553, as well as branch offices covering Jackson and George Counties.

**WHEREAS**, for the convenience and appearance of improved confidentiality for beneficiaries, the Provider will contract Assessment and Counseling Services during evening hours by appointment.

**WHEREAS**, the Provider recognizes the need to assist employers such as "the Subscriber" in managing and resolving employee problems such as poor job performance, absenteeism, employee/employer relations, health insurance abuse, and on-the-job accidents.

**WHEREAS**, the Provider has developed an employer/employee benefit program (the "Life Care Plus Program" or "EAP") designed to identify and provide counseling for employees and dependents who have personal problems that may contribute to unacceptable job performance.

**WHEREAS**, the Subscriber employs approximately \_\_\_\_ employees as of the date of this agreement and the Subscriber wants to utilize the Life Care Plus Program.

**WHEREAS**, the Subscriber's intention is to make available to its employees, their dependents and/or family members (collectively "Beneficiaries") who are participating in, or, who are eligible to participate in the Subscriber's self-funded Life Care Plus Program, a range of substance abuse/chemical dependency and mental health treatment services.



**NOW THEREFORE**, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. PROVIDER'S OBLIGATION:

The PROVIDER will use its best efforts to provide the following services ("EAP Services") from April 15, 2019 to April 15, 2020 (the "Contract Period") for beneficiaries.

A. General Program Development Services:

1. Emergency Crisis Services: The Provider agrees to provide an "emergency help line" telephone consultation service operated twenty-four (24) hours per day and seven (7) days per week. Normal EAP counseling hours are 8:00 a.m. – 5:00 p.m., Monday through Friday.
2. Arranging for Services: The Provider agrees to provide EAP counselor for face-to-face confidential emergency consultation with the Beneficiary within twenty-four (24) hours over the weekdays or forty-eight (48) hours over the weekend, if requested by the Beneficiary; the Provider agrees that Beneficiaries can reach an EAP counselor by making a phone call to Singing River Services from 8:00 a.m. to 5:00 p.m. Monday through Friday for an appointment. Telephone referrals will be made in severe crisis to the emergency room and support groups, etc., so that the recovery process can commence.
3. Extent of Services and Exclusions: Each beneficiary may have access to all mental health services available through the contractor at no out-of-pocket expense and at no charge to the Subscriber's insurance program subject to the following limitations:
  - a. Services normally provided by the Provider are covered. Service needs that are not normally provided at any of the Singing River Services facilities are not covered (i.e., hospitalization).
  - b. A legal DUI assessment fee of \$100.00 will be charged to the Beneficiary arrested for DUI offense and who seeks counseling by referral to Singing River Services.
  - c. Receipt of funds pursuant to this agreement does not preclude the provider from charging other third parties covering beneficiaries for services. This includes Medicaid and insurance covering primarily other family members and special grant funds. In such

event, funds received pursuant to this agreement will be used to pay co-payments, if any.

- d. Room and board will be provided at The Stevens Center only. A Deductible of \$250.00 will be charged to the beneficiary participating in the Stevens Center Residential treatment. The balance is covered by this contract.
  - e. A deductible of \$100.00 will be charged to the beneficiary participating in the Phoenix Intensive Outpatient Alcohol and Drug Program. The balance will be covered by the contract.
  - f. Clinical visits are not to exceed six (6) visits per client.
4. Liaison Services: Provider agrees to provide an EAP coordinator to serve as a Liaison between the Subscriber and the Provider, to plan and help implement wellness and prevention programming, to encourage employee participation of the EAP, and to gain the recognition of problems which may later impede their work performance.

B. Problem Assessment, Case Management, and Referral Services:

- 1. The EAP coordinator (or a member of Provider's Staff) agrees to refer Subscriber's employees and/or their dependents to an appropriate competent professional treatment program with Singing River Services at no cost or, if necessary, to an outside resource at the expense of the beneficiary for services not covered by this agreement. Such referrals and general assessments shall include the beneficiaries' problem list, social summary, assessment of mental status, tentative diagnosis, and recommended treatment.
- 2. The Provider agrees to supply the Subscriber's supervisors with a Supervisory guide for making referrals to the EAP. The EAP counselor will assist the employee in formulating an assistance plan, will identify appropriate therapeutic resources, and will document employee progress therein.
- 3. The Provider agrees to arrange, as appropriate and as needed, ongoing consultation with Subscriber regarding special handling or re-integration of employees after treatment.
- 4. The Provider will suggest that any employee seeking counseling regarding



job or employer dissatisfaction to contact the Subscriber's Human Resources Director or designee. However, the EAP counselor will counsel with any employee regarding the employee's attitudes or feelings as relates to job satisfaction.

5. The Provider, at its discretion, may discontinue treatment services for beneficiaries who seek such referrals on a continuous basis for the same problems without utilizing recommended solutions or who violate program rules.

C. Reporting Services:

1. The Provider agrees to furnish to any Subscriber's supervisor, who so requests, a periodic participation report for beneficiaries who have sought EAP counseling or treatment upon referral from said supervisor; said beneficiary must give written consent for such reporting to be shared with the supervisor.
2. Quarterly reports regarding employee usage will be submitted to \_\_\_\_\_.

II. SUBSCRIBER'S OBLIGATIONS:

The Subscriber will cooperate fully with the Provider so as to allow the Provider to Discharge its obligations and provide the services described herein. Additionally, the Subscriber agrees:

A. Commitments:

1. To issue a policy directive announcing the availability of EAP services to its employees and shall allow on-the-job time for training sessions for supervisors as well as orientation programs for non-supervisory employees which sessions will be made available by the Provider. The Subscriber will assist in disseminating promotional and educational materials designed to encourage utilization.
2. To pay the Provider \$3000.00 per year, in consideration of the Life Care Plus services performed by the Provider for the duration of the contract period. The agreement shall be extended automatically under the same terms unless either party shall notify the other party in writing at least thirty (30) days prior to the end of the initial term or any renewal terms that alterations or termination is desired. Fee rates remain the same until the anniversary date and may be renegotiated before continuance of EAP and counseling services and initiation of a new contact.

3. To submit to the Provider on fifth (5<sup>th</sup>) day of the first month an initial list of employees qualifying for EAP services and updating said list monthly. Payment will be made at the execution of the contract.

B. Miscellaneous:

1. Licensure: The Provider represents and warrants that it is duly licensed and certified to provide covered services in Mississippi, where covered services to beneficiaries are rendered and shall maintain such standing while an agreement is in effect.
2. Professional Liability Insurance Coverage: The Provider, at its sole cost and expense, shall provide and maintain such policies of general liability and professional liability insurance, other insurance as shall be necessary to insure the Provider and its personnel and agents against any claims for damages arising by reason of personal injuries or death occasions, directly or indirectly in connection with the performance of any service provided hereunder.
3. Confidentiality of Records: Both the Subscriber and Provider agree that mental health and substance abuse records of beneficiaries shall be treated as confidential so as to comply with all federal and state laws and regulations regarding the confidentiality of patient records. Provider reserves the right to use the information without disclosing the identity of the beneficiaries for reporting purposes.
4. Termination for Cause: The Agreement may be terminated for cause under the following conditions:
  - a. Upon default by the Subscriber in payment of compensation in accordance with the Agreement. The Provider may terminate the Agreement thirty (30) days after the Provider has given written notice to the Subscriber of such default.
  - b. Upon material breach of the Agreement by either party, the non-breaching party may terminate the Agreement after thirty (30) days written notice to the breaching party, specifying the facts and circumstances of the breach.
  - c. If any legal action or other proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of the Agreement, recovery shall be limited to any and all damages available under Mississippi law to the extent proven in a Court of law.



5. Hold Harmless: The Provider shall hold harmless and indemnify the Subscriber from any claims, losses, damages, judgements, liabilities, costs expenses or obligations, including but not limited to attorney fees and expenses arising out of or resulting from the Provider's gross negligence or willful misconduct in its provisions of mental health and substance abuse services to beneficiaries.
6. Nothing in this agreement shall limit the responsibility of either party to fully comply with medical confidentiality requirements under any applicable state of federal law, including but not limited to HIPAA.

IN WITNESS WHEREOF, the parties have entered in to this agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

SINGING RIVER SERVICES  
Tax ID Number 64-0650708

BY: \_\_\_\_\_  
Sherman F. Blackwell, II  
Executive Director

CITY OF GAUTIER:

BY: \_\_\_\_\_  
City Manager's Signature

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

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

**May 21, 2019**  
**Authorization to advertise for Request for Proposals**  
**for Disaster Recovery Consulting Services**

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

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

**Summary Explanation: Authorization to advertise for Request for Proposals for Disaster Recovery Consulting Services**

**EXHIBITS FOR REVIEW**

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

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

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

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

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

**Action Taken:**



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

**ORDER NUMBER 000-2019**

**WHEREAS**, the City of Gautier is seeking consulting service assistance to support the City's disaster recovery operations to expedite financial recovery and mitigation to minimize impacts from future disasters; and

**WHEREAS**, such services will ensure that the City is full compliance with all federal, state, and local laws in order to limit any subsequent audits and reviews; and

**THEREFORE, 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 advertise for Request for Proposals for Disaster Recovery Consulting Services.

**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 21, 2019.

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Paula Yancey, City Manager  
**From:** Sherry Farabee, Purchasing Agent  
**Date:** 5/14/2019  
**Subject:** Authorization to advertise for Request for Proposals (RFPs) for Disaster Recovery Consulting Services

---

**REQUEST:**

The City Clerk's Department requests City Council authorization to advertise for Request for Proposals (RFPs) for Disaster Recovery Consulting Services.

**BACKGROUND:**

The City of Gautier is soliciting responses for Disaster Recovery Consulting Services and requesting qualified respondents to submit a Request for Proposal (RFP) Package, according to the requirements described within the attached RFP solicitation document.

The purpose of this RFP is to solicit responses from qualified firms to provide consulting service assistance to support the City's disaster recovery operations; to expedite financial recovery and mitigation through the Federal Management Agency's (FEMA) Public Assistance (PA) Program, Hazard Mitigation Program (HMP) and other federal and state programs; to ensure full compliance with all federal, state and local laws in order to limit any subsequent audits and reviews; and to minimize impacts from future disasters.

**DISCUSSION:**

Cost of services will be determined once the City of Gautier RFP selection committee completes the vetting process.

In the event this service contract is to be activated for a future Federal declared disaster, financial implications of this service will be requested to be reimbursed through the Federal Emergency Management Agency Public Assistance Program at the Federal and State reimbursement percentages.

The ad will run in the Sun Herald on Sunday, May 26th and June 2nd, 2019 and the RFP's will be due on July 3rd, 2019.

**RECOMMENDATION:**

City Staff recommends that City Council authorize the advertisement for Request for Proposals for Disaster Revocery Consulting Services

**ATTACHMENTS:**

1. RFP Disaster Recovery Consulting Services

**CITY OF GAUTIER, MISSISSIPPI**  
**ADVERTISEMENT**

**DISASTER RECOVERY CONSULTING SERVICES**

Notice is hereby given that the City of Gautier is soliciting responses for **DISASTER RECOVERY CONSULTING SERVICES**. Interested and qualified respondents may submit RFP Packages, according to the requirements described herein, to City of Gautier, 3330 Hwy 90, Gautier, MS, 39553. **All RFP Packages are due by or before 2 p.m. (CT) on July 3, 2019.** Any packages delivered to or received after the 2 p.m. deadline will not be considered and shall be returned unopened to the addressee.

The City of Gautier seeks consulting service assistance to support the City's disaster recovery operations to expedite financial recovery and mitigation to minimize impacts from future disasters. The ideal candidate shall possess demonstrated experience in disaster recovery programs, and have extensive knowledge and expertise in the operations of the Federal Emergency Management Agency's (FEMA) Public Assistance (PA) Program, Hazard Mitigation Program (HMP), and other federal and state programs to ensure full compliance with all federal, state, and local laws.

Any and all questions or requests for information relating to this Request for Proposal shall be **submitted in writing** by or before 12 p.m. (CT) on June 26<sup>th</sup>, 2019.

**Contact Information:** Sherry Farabee, Purchasing Agent  
3330 Hwy 90  
Gautier, MS 39553  
*Email:* [sfarabee@gautier-ms.gov](mailto:sfarabee@gautier-ms.gov)  
*Phone:* (228) 497-8000

**Interested firms may not contact any staff member of the City of Gautier, except the above referenced individual with regard to this RFP. All inquiries will be routed to the appropriate staff member for response.**

RFP Packages **MUST** be submitted in a **SEALED** envelope/container and clearly marked on the exterior of the package: **DISASTER RECOVERY CONSULTING SERVICES**. Each package submitted must have the respondent's name and mailing address marked plainly on the outside of the envelope/container. Each package shall consist of one (1) original paper submittal and ten (10) copies, and one (1) USB flash drive containing one (1) Color PDF of the original documents of the RFP Package which shall include all required documents and any supplemental information.

**Mail or Ship RFP Packages to:**  
City of Gautier  
Attn: Sherry Farabee, Purchasing Agent  
**RE:** Disaster Recovery Consulting RFP  
3330 Hwy 90  
Gautier, MS 39553

**OR**

**Hand Deliver RFP Packages to:**  
City of Gautier, City Hall  
Attn: Sherry Farabee, Purchasing Agent  
**RE:** Disaster Recovery Consulting RFP  
3330 Hwy 90  
Gautier, MS 39553

## **I. INTRODUCTION**

### **A. Purpose:**

The City of Gautier is accepting sealed Request for Proposal packages. The purpose of this Request for Proposals is to solicit responses from qualified firms to provide consulting service assistance to support the City's disaster recovery operations; to expedite financial recovery and mitigation through the Federal Emergency Management Agency's (FEMA) Public Assistance (PA) Program, Hazard Mitigation Program (HMP) and other federal and state programs; to ensure full compliance with all federal, state, and local laws in order to limit any subsequent audits and reviews; and to minimize impacts from future disasters.

### **B. RFP Contact Information for Questions:**

Any and all questions or requests for information relating to this Request for Proposal shall be **submitted in writing** by or before 12 p.m. (CT) on June 26<sup>th</sup>, 2019.

**C. Contact Information:** Sherry Farabee, Purchasing Agent  
3330 Hwy 90  
Gautier, MS 39553  
*Email:* [sfarabee@gautier-ms.gov](mailto:sfarabee@gautier-ms.gov)  
*Phone:* (228) 497-8000

## **II. Interested firms may not contact any staff member of the City of Gautier, except the above referenced individual with regard to this RFP. All inquiries will be routed to the appropriate staff member for response.**

### **A. Addenda:**

Any and all clarifications, answers to questions, or changes to this RFP shall be provided through a City-issued Addendum. Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered "unofficial" and shall not bind the City to any requirements, terms or conditions not stated herein.

The City shall make every possible, good faith effort to issue any and all addenda no later than three (3) days prior to the due date for proposals. Any addenda issued after this date, shall be for material, necessary clarifications to the Request for Proposal.

### **B. Due Date & Location:**

Packages submitted in response to this Request for Proposal must be delivered to and received by the City of Gautier by or before 2 p.m. (CT) on July 3<sup>rd</sup>, 2019. Any packages received after this deadline will be deemed unresponsive and shall be returned to the addressee unopened.

**Mail or Ship RFP Packages to:**  
City of Gautier  
Attn: Sherry Farabee, Purchasing Agent  
RE: Disaster Recovery Consulting RFP  
3330 Hwy 90  
Gautier, MS 39553

**OR**

**Hand Deliver RFP Packages to:**  
City of Gautier, City Hall  
Attn: Sherry Farabee, Purchasing Agent  
RE: Disaster Recovery Consulting RFP  
3330 Hwy 90  
Gautier, MS 39553

**C. RFP Response Packaging Instructions:**

To be considered, submit one (1) original paper submittal, ten (10) copies, and one (1) USB flash drive containing one (1) Color PDF of the original documents of the RFP Package which shall include all required documents and any supplemental information. RFP Packages must be in a SEALED envelope/container and clearly marked on the exterior of the package: DISASTER RECOVERY CONSULTING SERVICES.

Each package submitted must also have the respondent's company name and mailing address marked plainly on the exterior of the envelope/container.

**D. Evaluation of Responses:**

All properly submitted RFP Packages may be evaluated by an Evaluation Committee if administration determines. If so, each Evaluation Committee Team Member will receive a set of all RFP packages submitted and a copy of the RFP document with all issued Addenda.

The City desires to avoid the expense to all parties of unnecessary presentations. However, the City may elect to conduct oral interviews or presentations from one or more of the respondents in order to make a final determination of the top rankings. If the City elects to conduct oral interviews or presentations, selected firms will be notified.

City Staff may consider any evidence available regarding financial, technical, other qualifications and abilities of a respondent, including past performance (experience) with the County/City prior to recommending approval of award.

City of Gautier reserves the right to reject any or all proposals, waive irregularities or minor formalities, or award to/negotiate with the firm whose proposal best serves the interest of the City.

**E. Contract Award:**

A decision shall be made to enter into negotiations with the selected firm with the intention of coming to agreement over terms, conditions, and pricing in order to award a contract for the services described herein. There is no guarantee a contract will be awarded.

**F. Contract Performance:**

At any point in time during the term of the Contract with the awarded Consultant, City Staff may review records of performance to ensure that the Consultant is continuing to provide sufficient financial support, equipment and organization as prescribed herein. The City may place said contract on probationary status and implement termination procedures if the City determines that the Consultant no longer possesses the financial support, equipment and organization which would have been necessary during the RFP evaluation period in order to comply with this demonstration of competency section.

### **III. General Requirements**

#### **A. Background:**

City of Gautier seeks consulting service assistance to support the City's disaster recovery operations; to expedite financial recovery and mitigation through the Federal Emergency Management Agency's (FEMA) Public Assistance (PA) Program, Hazard Mitigation Program (HMP), and other federal and state programs; to ensure full compliance with all federal, state, and local laws in order to limit any subsequent audits and reviews; and to minimize impacts from future disasters. The ideal candidate shall possess demonstrated experience in disaster recovery programs and must have extensive knowledge and expertise in the operations of FEMA PA and HMP.

#### **B. Scope of Work: - Specific tasks include, but are not limited to, the following:**

##### **FEMA Public Assistance Advisory Services**

Possess extensive knowledge related to the Stafford Disaster Relief and Emergency Assistance Act provisions and regulations (44CFR and 2 CFR 200), and Sandy Recovery Improvements Act (SRIA) of 2013, FEMA Public Assistance Program & Policy Guide, and Public Assistance Alternate Procedures Pilot Program guidance for debris removal and permanent work.

Develop and execute a process/system for the City, from inception through the project closeout, to prepare and submit its disaster recovery program; this is to include documentation, procurement, contracts, payroll, and grant submission support.

Develop and execute processes for obtaining, analyzing and gathering field documentation including, but not limited to, records related to procured goods and services, timekeeping, and force account labor and equipment; this should include processes for disaster debris monitoring services.

Attend all meetings with FEMA, state and insurance representatives, as well as participate regularly with the City's designated FEMA workgroup.

Identify and communicate risks within the City's operation that could preclude its ability to optimize reimbursement.

Possess the expertise to assist in the preparation of accurate PA emergency and permanent work project estimates including but not limited to cost estimating, developing detailed damage descriptions and dimensions, scope of work, and accurate force account labor and equipment summary reports.

##### **Financial, Payroll, and Grant Management**

Ensure City disaster recovery and restoration processes comply with laws, regulations and guidelines to maximize reimbursement for eligible disaster expenditures and to minimize timing for reimbursement.

Possess the expertise to assist in all disaster-recovery financial reimbursement and reporting processes required by FEMA, State or other agency. Ensure there are no duplications of submission if varying agencies are involved.

Possess the expertise to assist the City through FEMA, State (or other agency) guidelines to capture force account labor eligible expenses accurately for timesheets and project cost accounting. Assist in the review of City personnel policies to ensure compliance for eligible cost reimbursement.

Possess the expertise to assist the city through federal, state (or other agency) guidelines to ensure the capture of relevant data related to procured goods and services. Provide oversight of contractor's billing to ensure all costs eligible for disaster grant funding are documented and claimed.

Perform interval review and reconciliation of actual project spending to ensure project costs are accurately captured.

Ensure City documentation is sufficient to respond to Office of Inspector General (OIG) audits and reviews.

#### **Procurement and Contract Management/Monitoring Support**

Ensure City disaster recovery and restoration procurement processes comply with laws, regulations and guidelines as required by federal, state or other agencies.

Possess the expertise to assist in the review of City Purchasing policies to ensure compliance for eligible cost reimbursement.

Develop processes for ensuring compliance related to contract monitoring and contract close-out as required by federal, state, or other agencies.

Ensure city documentation is sufficient to respond to Office of Inspector General (OIG) audits and reviews.

#### **Information Technology & Data Management**

Possess the expertise to assist city staff in the development of IT solutions that support the management and implementation of disaster recovery programs.

Develop processes for the city to properly collect data and document information as necessary to optimize compliance with federal, state, or other agencies.

Ensure City documentation is sufficient to respond to Office of Inspector General (OIG) audits and reviews.

#### **Insurance and Other Funding Support**

Review and understand the City's insurance coverage in order to ensure the City's disaster recovery and restoration processes comply with laws, regulations and guidelines as required by federal, state, or other agencies.

Develop process to assist the City in routing eligible expenses correctly, including insurance coverage guidelines.



Possess the expertise to assist the City with identifying other disaster recovery funding opportunities, including Community Development Block Grant Disaster Recovery programs.

Ensure there are no duplications of funding or submissions if varying agencies are involved.

#### **Hazard Mitigation Support**

Provide expertise in identifying, developing and evaluating opportunities for the development of hazard mitigation programs to reduce or eliminate risk from future events.

Possess the expertise to assist the City in preparing relevant documentation and analysis related to hazard mitigation grant programs.

Ensure City hazard mitigation programs comply with laws, regulations and guidelines as required by federal, state or other agencies.

#### **Emergency Management Support Services**

Provide expertise related to post-disaster recovery continuity of operations, training, development of teams, monitoring, review and test of plans related to future events.

#### **CFR 200 Compliance Language – Procurements**

While assisting the City with project procurements or in the event the vendor must procure additional resources post-contract award, the awarded Proposer will strictly adhere to 2 CFR 200 procurement rules. This includes adhering to the strictest provisions of Federal, State, and Local Procurement Rules, Regulations and/or Ordinances, etc.

#### **Vendor Billing**

The winning vendor will be engaged in direct project work; therefore, indirect billing is not anticipated and must be pre-approved by the City. All direct project costs will be concisely billed to specific project codes established by the City. Vendor invoices will be categorized by: project code and must include:

- Name
- Position
- Billing Rate
- Total Hours
- Costs
- Project
- Sub-task

#### **Byrd Anti-Lobbying Amendment**

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]- Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

#### **Suspension and Debarment**

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that the contractor and none of its principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the City of Gautier. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as grantee and name of sub grantee), the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **C. Sub-Contractors:**

If the Consultant elects to sub-contract with any firm, for any portion of the work, the Consultant shall be responsible for all work performed by any sub-contract and the Consultant shall not be relieved of any obligations under this Contract.

Each Respondent shall submit a list of proposed sub-contractors to be used if awarded the contract. Each Respondent must provide a list of Sub-Contractors, under Section 3: Qualifications and Experience, and attach a copy of any and all licenses and certificates for each sub-contractor listed and submit with each copy of the RFP Package. If subcontractors are to be included in the proposal, all terms and conditions must be disclosed including method and reason for selection, subcontractor compensation, and subcontractor billing rate. At the City's request, provide all internal sub-contractor documentation for federal reimbursement review.

If no sub-contractors are proposed, so state there on.

At any time, the City may, at its discretion, require any Respondent to submit all relevant data required to establish to the satisfaction of the City, the reliability and responsibility of the proposed sub-contractors to furnish and perform the work proposed.

Prior to the award of the Contract, the City will notify the Respondent in writing if the City, after due investigation, has reasonable and substantial objection to any person or organization proposed as a sub-contract. The Respondent then may, at his option, withdraw his RFP Package, or submit an acceptable substitute at no increase in price. If the Respondent fails to submit an acceptable substitute within seven (7) days of the original notification, the City then may disqualify the Respondent, at no cost to the City.

The City reserves the right to disqualify any Consultant, Contractor, Sub-Contractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Sub-contractors and other persons and organizations proposed by the Respondent and accepted by the City, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the City.

#### **IV. CONTRACT REQUIREMENTS**

##### **A. Insurance Requirements:**

The Consultant shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the City of Gautier. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi. The Consultant shall furnish proof of Insurance to the City of Gautier prior to the commencement of operations. The Certificate(s) shall clearly indicate the Consultant has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Certificates shall specifically include the City of Gautier as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Consultant of its liability and obligations under this Contract.

**Certificate Holder Address:** City of Gautier  
3330 Hwy 90  
Gautier, MS 39553

The Consultant shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$1,000,000 aggregate to protect the Consultant from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the Consultant, or by anyone directly employed by or contracting with the Consultant.

The Consultant shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The Consultant shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$1,000,000 combined single limit for bodily injury and property damage liability to protect the Consultant from claims for damages for

bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Consultant or by anyone directly or indirectly employed by a Consultant.

The Consultant shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

The Consultant shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for the State of Mississippi.

In the event of unusual circumstances, the City of Gautier may adjust these insurance requirements.

**B. Licenses, Permits & Fees:**

The Consultant shall be responsible for obtaining and holding any and all necessary licenses, permits, certifications required to perform the work described herein throughout the duration of the contract. Payment of any fees or fines resulting in the lack of permits, licenses or certifications shall be the sole responsibility of the Consultant.

**C. Contract Agreement & Term:**

The intent of the City of Gautier is to select the number one ranked firm through the evaluation process and to award a contract upon successful negotiations to that firm. It is anticipated that the City will issue a consulting services contract for the duration of the project. The initial contract term shall be for a period of three (3) years, with an option to renew in one (1) year increments, for a period of two (2) one-year renewals.

It is expressly understood that the City's selection of any proposal does not constitute an award of a contract agreement with the City. Once the City has selected a proposal, contract negotiations will follow between the City and the selected respondent; it is further expressly understood that no contractual relationship exists with the City until a contract has been executed by both the City and the selected respondent.

**D. Applicable Law:**

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Consultant shall comply with applicable federal, state, and local laws and regulations.

**E. Termination:**

Failure on the part of the Consultant to comply with any portion of the duties and obligations under the contract agreement shall be cause for termination. If the Consultant fails to perform any aspect of the responsibilities described herein, the City shall provide written notification stating any and all items of non-compliance. The Consultant shall then have seven (7) consecutive calendar days to correct any and all items of non-compliance. If the items of non-compliance are not corrected, or if acceptable corrective action as approved by the City, has not been taken within the seven (7) consecutive calendar days,

the Contract Agreement may be terminated by the City for cause, upon giving seven (7) consecutive calendar days written notice to the Consultant.

In addition to the above, the City may terminate the contract agreement at any time, without cause, upon thirty (30) days written notice to the Consultant.

**F. Indemnification:**

The Consultant agrees to indemnify and save harmless the City, its agents, officers and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Consultant under the contractual agreement. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Consultant, or any third party.

**G. Public Records:**

Proposers should be aware that this Request for Proposals and all responses thereto are public records. If submitting documents which the proposer contends are exempt from disclosure under the Mississippi Public Records Act, the proposer shall provide a written statement at the time of submittal which shall describe the documents filed and which shall fully explain why the documents are designated as exempt from disclosure and must specifically cite any statute or other legal authority in support of such designation. Any such document shall be clearly designated as such on its face by the proposer and accompanying cover letter at the time of submittal and shall be placed in an envelope other than white. Each page of each document shall be marked "CONFIDENTIAL". Failure to identify confidential and/or proprietary information prior to submission of the proposal may result in such information being subject to release.

**H. Availability of Funds:**

It is expressly understood and agreed that the obligation of the City to issue any future contracts as a result of RFP's is conditioned upon the appropriation of funds by the City.

**I. Compliance with Laws:**

Consultant understands that the City is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Consultant agrees during the term of the agreement that Consultant will strictly adhere to this policy in its employment practices and provision of services. Consultant shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

**J. Stop Work Orders:**

**1. Order to Stop Work:**

The City of Gautier, may, by written order to Consultant at any time, and without notice to any surety, require Consultant to stop all or any part of the work called for by this contract.

This order shall be for a specified period not exceeding 90 days after the order is delivered to Consultant, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Consultant shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the City of Gautier shall either:

- a) Cancel the stop work order; or
- b) Terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

2. Cancellation or Expiration of the Order:

If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Consultant shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Consultant price, or both, and the contract shall be modified in writing accordingly, if:

- a) The stop work order results in an increase in the time required for, or in Consultant's properly allocable to, the performance of any part of this contract; and
- b) Consultant asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the City of Gautier decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

3. Termination of Stopped Work:

If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

4. Adjustments of Price:

Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

**K. Representation regarding Contingent Fees:**

Consultant represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Consultant's proposal.

**L. Acknowledgement of Amendments:**

Proposers shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal, by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter. The acknowledgment must be received by the City by the time and at the place specified for receipt of proposals.

**M. Certification of Independent Price Determination:**

The proposer certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other proposer or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate the prices proposed.

*Note: The following clause shall be completed and conspicuously placed within the response*  
**PROSPECTIVE CONSULTANT’S REPRESENTATION REGARDING CONTINGENT FEES:** The prospective Consultant represents as a part of such Consultant’s proposal that such Consultant has/has not (*use applicable word or words*) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

**N. E-Payment:**

The City agrees to make payment in accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the City within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305.

**O. E-Verification:**

If applicable, Consultant represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Consultant agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Consultant agrees to provide a copy of each such verification. Consultant further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Consultant to the following:

1. Termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
2. The loss of any license, permit, certification or other document granted to Consultant by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or
3. Both.

In the event of such cancellations/termination, Consultant would also be liable for any additional costs incurred by the City due to Contract cancellation or loss of license or permit to do business in the State.



**P. Transparency:**

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq., and Mississippi Code Annotated § 79-23-1. If a public records request is made for any information provided to the County pursuant to the Agreement, the County shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the Agreement shall be liable to the other party for disclosures of information required by court order or required by law.

**Q. Trade Secrets, Commercial and Financial Information:**

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the terms of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

**V. REQUEST FOR PROPOSALS SUBMITTAL REQUIREMENTS**

**A. Respondent Responsibilities:**

Respondents are responsible for any and all costs associated with developing and submitting an RFP Package in response to this Request for Proposals. Respondents are also solely responsible for any and all costs associated with interviews and/or presentations requested by the City. It is expressly understood, no Respondent may seek or claim any award and/or reimbursement from the City for any expenses, costs, and/or fees (including attorneys' fees) borne by any Respondent, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

All RFP Packages received in response to this Request for Proposals shall become the property of the City of Gautier and will not be returned. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

By submitting an RFP Package, each Respondent certifies that the proposer has fully read and understands any and all instructions in the Request for Proposals, and has full knowledge of the scope, nature, and quality of work to be performed. All RFP Packages submitted shall be binding for one hundred twenty (120) consecutive calendar days following the submittal due date.

**B. RFP Package Submittal Format:**

The RFP Package format must sufficiently address and demonstrate all required components and follow the order of sections described below. The aim of the required format is to simplify the preparation and evaluation of the RFP Packages.

**All RFP Packages must include the following components:**

**Section**

1. RFP Checklist
2. Cover Letter
3. Qualifications and Experience
4. Proposed Strategy and Technical Approach
5. Auditing History
6. Proposed Pricing
7. Socioeconomic Contractors
8. Administrative Information

**C. RFP Package Components:**

All of the components outlined below must be included with each copy of the RFP Package and submitted as follows: one original and one (1) electronic disc OR one (1) USB flash drive containing one (1) Color PDF of the original documents on 8 1/2" X 11" pages, numbered, 1-inch margins, typewritten with Times New Roman style and 12size font, maximum 25 pages. Additionally, all headings, sections and sub-sections shall be identified appropriately. Front and back shall constitute two (2) pages. All documentation shall be in the exact order and format as shown below.

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified as follows:

**Section 1: RFP Checklist (Complete and Submit)**

Complete and provide page 16.

**Section 2: Cover Letter**

Provide a cover letter not exceeding two (2) pages, which is signed by an officer of the firm who is responsible for committing the firm's resources.

The cover letter should provide the following:

- Respondent's name, primary contact name, business address, phone number, fax number and e-mail address;
- Name and title of the individual with responsibility for the response and who will receive correspondence regarding this RFP;
- A brief statement of the respondent's understanding of the services required and qualifications to provide disaster recovery consulting services;
- A brief company background statement to include, but not limited to, years in business, corporate structure, professional affiliations, and capability of meeting deadlines;
- Such other information as the respondent deems appropriate.

**Section 3: Qualifications and Experience**

In this section, respondent shall provide firm and staff qualifications and demonstrate the firm's prior experience in providing disaster recovery consulting services including in accordance with FEMA and other federal programs. Respondent shall clearly demonstrate an understanding of the scope of work and other technical or legal issues related to the

project. Provide history of any litigation within the past five (5) years arising out of the firm's performance as it relates to the scope of services being solicited.

Provide copies of the following, if applicable:

- Proper and valid licensing to conduct business in the State of Mississippi;
- Current Applicable Department of Professional Regulation License(s);
- Current Applicable Certification(s);
- A list of Sub-Contractors with credentials and related experience.

#### **Section 4: Proposed Strategy and Technical Approach**

In this section, respondent shall provide the firm's proposed strategy in representing the City in responding to non-declared and/or declared disasters, and shall also provide the firm's technical approach to perform the scope of services requested to include procedures, methodologies, resources, systems, etc.

#### **Section 5: Auditing History**

In this section, respondent shall demonstrate the firm's prior experience in defending and maintaining federal program reimbursements.

#### **Section 6: Proposed Pricing**

In this section, respondent shall fill out and submit the proposed hourly rates on the rate sheet provided herein. Any and all positions that may perform any work required under the scope of services should be included in this rate sheet. Proposed base rates, fringe & overhead, profit, and proposed billing rates shall be provided by each respondent. Please provide the name and specific office location for the staff member holding each position. For evaluation purposes, the City will calculate an average base rate for each respondent, using all of the proposed base rates submitted on the hourly rate sheet.

Respondents shall be scored based on a pro-rata distribution of points according to the average base rate for each Respondent. The Respondent with the lowest average proposed base rate shall receive the maximum points possible, and all other Respondents shall receive a score based on the rates provided herein (see p.17).

#### **Section 7: Socioeconomic Contractors**

Provide current copy of certificate of MBE/WBE/DBE.

#### **Section 8: Administrative Information**

Please include the following:

- Proof of Liability Insurance and its limits
- Drug Free Work Place Form (Complete and Submit)
- RFP Affidavit (Complete and submit)
- RFP Affidavit of Solvency (Complete and Submit)
- Conflict of Interest Disclosure Form
- Acknowledged Addenda

**CITY OF GAUTIER, MISSISSIPPI**  
**ADVERTISEMENT**

**REQUEST FOR PROPOSALS CHECKLIST**  
**for**

**DISASTER RECOVERY CONSULTING SERVICES**

**COMPANY NAME:** \_\_\_\_\_

| <b>SECTION</b> | <b>CHECKLIST</b>                                                             | <b>CHECKBOX</b> | <b>CITY USE<br/>(ONLY)</b> |
|----------------|------------------------------------------------------------------------------|-----------------|----------------------------|
| <b>1</b>       | <b>RFP Checklist</b>                                                         |                 |                            |
| <b>2</b>       | <b>RFP Cover Letter</b>                                                      |                 |                            |
| <b>3</b>       | <b>Qualifications and Experience:</b>                                        |                 |                            |
|                | ▪ Proper and valid licensing to conduct business in the State of Mississippi |                 |                            |
|                | ▪ Current Applicable Department of Professional Regulation License(s)        |                 |                            |
|                | ▪ Current Applicable Certification(s)                                        |                 |                            |
|                | ▪ A list of Sub-Contractors with credentials and related experience          |                 |                            |
| <b>4</b>       | <b>Proposed Strategy and Technical Approach</b>                              |                 |                            |
| <b>5</b>       | <b>Auditing History</b>                                                      |                 |                            |
| <b>6</b>       | <b>Proposed Pricing</b>                                                      |                 |                            |
|                | ▪ Hourly Rate Form (Complete and Submit ATTACHMENT A)                        |                 |                            |
| <b>7</b>       | <b>Socioeconomic Contractors</b>                                             |                 |                            |
| <b>8</b>       | <b>Administrative Information</b>                                            |                 |                            |
|                | ▪ Proof of Liability Insurance and its limits                                |                 |                            |
|                | ▪ Drug Free Work Place Form (Complete and Submit ATTACHEMENT B)              |                 |                            |
|                | ▪ RFP Affidavit (Complete and submit ATTACHMENT C)                           |                 |                            |
|                | ▪ RFP Affidavit of Solvency (Complete and Submit ATTACHEMENT D)              |                 |                            |
|                | ▪ Conflict of Interest Disclosure Form (Complete and Submit ATTACHMENT E)    |                 |                            |
|                | ▪ Acknowledged Addenda (If Applicable)                                       |                 |                            |

**SUBMIT**

ONE (1) ORIGINAL

ONE (1) ELECTRONIC DISC ***OR***

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# HOURLY RATE FORM

# ATTACHMENT A

TO: CITY OF GAUTIER  
GAUTIER, MISSISSIPPI for  
**REQUEST FOR PROPOSALS *for***  
**DISASTER RECOVERY CONSULTING SERVICES**

**Key Program Management Personnel:** The Proposer shall identify all Key Program Management and Personnel for the Project. Provide detailed resumes (limited to two (2) pages) showing related experience.

| PROGRAM MANAGMENT                                                                                                                                       |      |            |             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|------|------------|-------------|
| POSITION                                                                                                                                                | NAME | CITY/STATE | HOURLY RATE |
| <u>Example:</u> Program Manager                                                                                                                         |      |            |             |
|                                                                                                                                                         |      |            |             |
|                                                                                                                                                         |      |            |             |
|                                                                                                                                                         |      |            |             |
| OPERATIONS                                                                                                                                              |      |            |             |
| POSITION                                                                                                                                                | NAME | CITY/STATE | HOURLY RATE |
| <u>Example:</u> On-Site Inspector                                                                                                                       |      |            |             |
|                                                                                                                                                         |      |            |             |
|                                                                                                                                                         |      |            |             |
|                                                                                                                                                         |      |            |             |
| ADMINISTRATIVE SUPPORT                                                                                                                                  |      |            |             |
| POSITION                                                                                                                                                | NAME | CITY/STATE | HOURLY RATE |
| <u>Example:</u> Administrative Assistant                                                                                                                |      |            |             |
|                                                                                                                                                         |      |            |             |
|                                                                                                                                                         |      |            |             |
|                                                                                                                                                         |      |            |             |
| <p><b>*Other Program Staff:</b> The Proposer shall identify Other Program Staff hourly rate(s). The Proposer may add additional lines if necessary.</p> |      |            |             |

All hourly rates provided shall be inclusive of all expenses incurred and submitted by:

\_\_\_\_\_  
Print Authorized Name and Title:

\_\_\_\_\_  
Authorized Signature and Date:

**DRUG-FREE WORKPLACE FORM**

**ATTACHMENT B**

TO: CITY OF GAUTIER  
GAUTIER, MISSISSIPPI for  
**REQUEST FOR PROPOSALS *for***  
**DISASTER RECOVERY CONSULTING SERVICES**

The undersigned firm hereby certifies that \_\_\_\_\_ does:  
Name of Company/Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in the City's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph one.
4. In the statement specified in paragraph one, not if the employees that, as a condition of working on the contractual services described in paragraph three, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of the State of Mississippi or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with state or federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs one through five.

As the person authorized to sign this statement, I certify that this form complies fully with the above requirements.

\_\_\_\_\_  
Print Authorized Name and Title:

\_\_\_\_\_  
Authorized Signature and Date:

**AFFIDAVIT FORM**

**ATTACHMENT C**

TO: CITY OF GAUTIER  
GAUTIER, MISSISSIPPI for  
**REQUEST FOR PROPOSALS *for***  
**DISASTER RECOVERY CONSULTING SERVICES**

At the time the proposal is submitted, the Respondent shall attach to his proposal a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

Before me, the undersigned authority \_\_\_\_\_ (AFFIANT NAME), personally appeared, who, being duly sworn, deposes and says he is \_\_\_\_\_ (TITLE) of \_\_\_\_\_ (COMPANY/FIRM), the respondent submitting the attached proposal for the services covered by the RFP documents for DISASTER RECOVERY CONSULTING SERVICES.

The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

The undersigned has executed this Affidavit, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Affiant Signature

\_\_\_\_\_  
Title

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_ who personally appeared before me at the time of  
notarization, and who is personally known to me or who has produced identification.

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

[NOTARY SEAL]

My commission expires: \_\_\_\_\_



**AFFIDAVIT OF SOLVENCY FORM**

**ATTACHMENT D**

TO: CITY OF GAUTIER  
GAUTIER, MISSISSIPPI for  
**REQUEST FOR PROPOSALS *for***  
**DISASTER RECOVERY CONSULTING SERVICES**

PERTAINING TO THE SOLVENCY OF \_\_\_\_\_ (COMPANY/FIRM),  
being duly sworn I, \_\_\_\_\_ (AFFIANT NAME) – (ex.,  
*CEO, Officer, President, Duly Authorized Representative, etc.,*) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Affiant Signature

\_\_\_\_\_  
Title

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_ who personally appeared before me at the time of  
notarization, and who is personally known to me or who has produced identification.

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

[NOTARY SEAL]

My commission expires: \_\_\_\_\_

## CONFLICT OF INTEREST FORM

## ATTACHMENT E

TO: CITY OF GAUTIER  
GAUTIER, MISSISSIPPI for  
**REQUEST FOR PROPOSALS *for***  
**DISASTER RECOVERY CONSULTING SERVICES**

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect or have the appearance of adversely affecting a consultant's/contractor's professional judgment in completing work for the benefit City of Gautier ("City"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the City.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the City. Consultants/Contractors, therefore, must there avoid situations in which financial or other considerations may adversely affect or have the appearance of adversely affecting the consultant's/contractors professional judgement when completing work for the benefit of the City.

The mere appearance of a conflict may be as serious and potentially damaging s an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the City.

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Please check the appropriate statement:

☐ I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

☐ The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Print Legal Name of Authorized Respondent: \_\_\_\_\_

Print Title of Authorized Respondent: \_\_\_\_\_

Signature of Authorized Respondent: \_\_\_\_\_

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

**CITY OF GAUTIER, MISSISSIPPI  
STUDY AGENDA  
May 21, 2019**

**ITEM DESCRIPTION:**

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**Citizen Comments**

**City Council Comments**

**City Manager Comments**

**City Clerk Comments**

**City Attorney Comments**

**NOTES:**

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