AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
September 19, 2017 @ 6:30 PM

I. Call to Order

1. **Prayer**

2. **Pledge of Allegiance**

II. Agenda Order Approval

III. Announcements

1. **City of Gautier's Cruisin' Through the Decades October 1st 11:00 A.M. - 5:00 P.M.**

2. **City of Gautier's 2nd Saturday Farmers Market October 14th 8:00 A.M. - 12:00 P.M.**

3. **Mississippi Masterpieces Art and Songwriting Contest.**

4. **The City of Gautier will be collecting emergency relief supplies for the victims of Hurricane Harvey. For more information citizens may contact: Central Fire Station at 228-497-1656, Councilman Casey Vaughan at 228-297-3063, Councilman Adam Colledge at 228-861-8158, Councilman Rusty Anderson at 228-218-9483.**

5. **Clearwater Solutions in partnership with the City of Gautier are asking for your help in developing an anti-litter slogan for the City of Gautier. The deadline has been extended to October 8, 2017 at 5:00 P.M. The winning idea will receive a $500.00 visa gift card. Submit your slogan ideas to david.lewis@clearwatersol.com.**

IV. Presentation Agenda

1. **First Baptist Church 75th Anniversary Proclamation.**

V. Business Agenda

1. **Approval of final year end Budget Amendments for FY 2017.**

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

2. **Creation and elimination of specified positions, and approval of the Revised Schedule of Authorized Positions.**

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

3. **Approval of amendment to contract between the City of Gautier, and the Gautier Firefighters Association, Local 3290 of the International Association of Firefighters, A.F.L.-C.L.O.-C.L.C.**

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

4. **Authorization of pay adjustments for City Employees.**

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

5. **Adoption of the MEMA District 9 Regional Hazard Mitigation Plan.**

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

6. **Consideration of a Property Owner Initiated Rezoning of Property from a C-2 Community Commercial to an I-2 Industrial District located at 2965 Old Spanish Trail consisting of PIDN #82435240.080, 82435240.085, and 82435160.055.(GPC # 17-09-RZ)**

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

7. **Consideration of a Conditional Use – Major Permit for a Title Loan Shop inside a existing Pawn Shop at 1823 Hwy 90 (GPC #17-11-CU).**

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

8. **Authorization to proceed with City of Gautier Water Well Permit Renewals.**

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

9. **Approval of lease agreement with Singing River, LLC.**

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

10. **Approval of Docket of Claims.**

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

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

1. **Authorization to accept the donation by Singing River, LLC. of a 2001 Mitsubishi Sweeper Truck.**

2. **Authorization to register Mayor Phil Torjusen, Councilman Casey Vaughan and Councilman Rusty Anderson to attend the 2017 Small Town Conference October 25-26, 2017 in Oxford, Mississippi.**

3. **Receive August 2017 Privilege License Report.**

4. **Request to waive rental and deposit fees at George Martin City Park Pavilion A for First United Methodist Church of Gautier's Bark in the Park & Blessing of Pets Event**

5. **Approval to accept monetary donations for The City of Gautier's Cruisin' Through the Decades Event.**

6. **Approval and authorization to pay miscellaneous personal property moving expenses totaling $4,250.00 to Air Master Mechanical, Inc. for the Pascagoula-Gautier School District for the Martin Bluff Road Widening Project STP-9194-00(001) LPA/105069-801000.**

7. **Approval of minutes from Recessed Council Meeting held August 15, 2017, Budget Meeting held August 22, 2017, Budget Meeting held August 31, 2017, Regular Council Meeting held September 5, 2017 and Budget Meeting held September 12, 2017.**

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 October 3, 2017 @ 6:30 P.M.
www.gautier-ms.gov

CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
September 19, 2017

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. **City of Gautier's Cruisin' Through the Decades October 1st 11:00 A.M. - 5:00 P.M.**

2. **City of Gautier's 2nd Saturday Farmers Market October 14th 8:00 A.M. - 12:00 P.M.**

3. **Mississippi Masterpieces Art and Songwriting Contest.**

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   Central Fire Station at 228-497-1656, Councilman Casey Vaughan 228-297-3063, Councilman Adam Colledge 228-861-8158, Councilman Rusty Anderson 228-218-9483.

5. **Clearwater Solutions in partnership with The City of Gautier are asking for your help in developing an anti-litter slogan for the City of Gautier. The deadline has been extended to October 8, 2017 at 5:00 P.M. The winning idea will receive a $500.00 visa gift card. Submit your slogan ideas to david.lewis@clearwatersol.com.**

NOTES:

CITY OF GAUTIER'S

GAUTIER
MISSISSIPPI
Nature's Playground

Cruisin'

21st Annual
Cruisin' The Coast®
Mississippi Gulf Coast
90
October 1-8 2017

THROUGH THE DECADES

CALLING ALL CAR ENTHUSIASTS!

RESERVED PARKING & CRUISIN' LANE FOR ALL CRUISERS

FREE CAR SHOW

ALL MAKES MODELS AND YEARS WELCOME
MUTIPLE PEOPLES CHOICE TROPHIES FOR CARS AND BIKES

CAR SHOW

LIVE MUSIC

Good Food

OCTOBER 1, 2017

11:00 A.M. - 5:00 P.M.

DOLPHIN DRIVE GAUTIER

For More Information Call Gautier City Hall 228-497-8000

Facebook - City of Gautier Recreation & Community Events

GAUTIER
MISSISSIPPI

Nature's Playground

2nd Saturday Farmers MARKET

FARMERS MARKET

FARM FRESH

MAY — OCTOBER
2ND SATURDAY MONTHLY
8:00 A.M. UNTIL 12:00 P.M.
GEORGE MARTIN CITY PARK

902 DE LA POINTE DR.

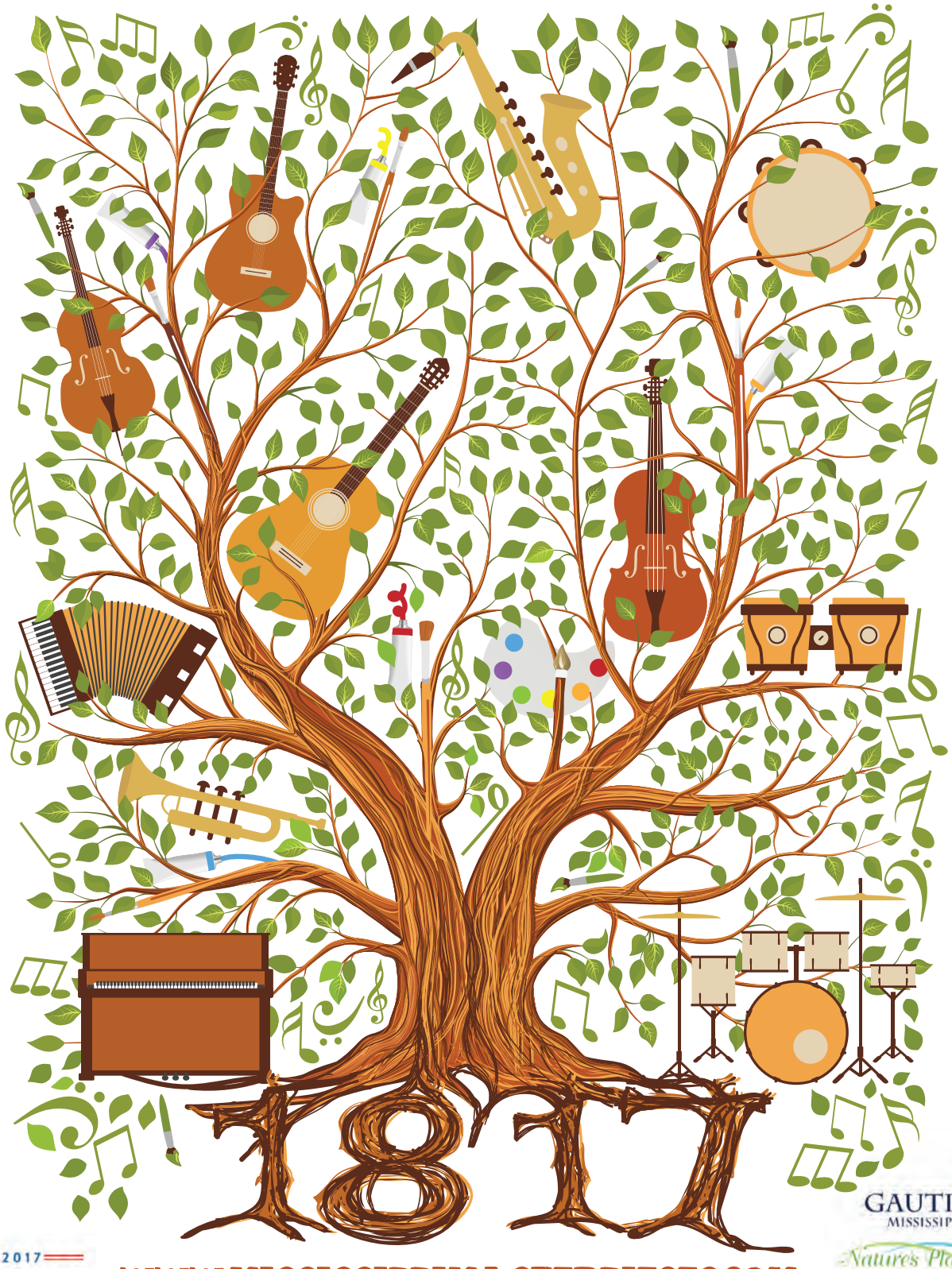
FOR MORE INFORMATION OR TO BECOME A VENDOR CONTACT RACHEL HONEA AT 228-219-3259

The City Of Gautier Presents

MISSISSIPPI MASTERPIECES

ART AND SONGWRITING CONTEST

Exploring Our Southern Roots Through Art And Music



1817 2017 MISSISSIPPI CELEBRATING 200 YEARS

WWW.MISSISSIPPIMASTERPIECES.COM

This official bicentennial project was made possible by a grant from the Mississippi Humanities Council, through support from the Mississippi Development Authority.

GAUTIER MISSISSIPPI

Nature's Playground

MississippiHumanities

Contact
Jason D. Pugh
HR Director/Public Information Officer
Office: (228) 497-8000
Email: hr@gautier-ms.gov

3330 Highway 90
Gautier, Mississippi 39553
www.gautier-ms.gov

CITY OF GAUTIER

PRESS RELEASE

Gautier, Mississippi; August 29, 2017: The City of Gautier will be collecting emergency relief supplies for the victims of Hurricane Harvey.

Gautier, Miss.,– The City of Gautier will be collecting emergency relief supplies to deliver to the storm damaged areas in the aftermath of Hurricane Harvey. Items needed will be cleaning supplies, water, tools, personal hygiene items and any other items that will assist the storm victims in their recovery efforts. Please "NO" clothing items at this time.

FEMA representatives have recently stated that the influx of donations was the second "disaster" for these victims. They are asking people to please wait until the storm was over to allow them time to find a place to store donations and become organized in that regard. The City intends on helping these victims and paying it forward by starting a disaster relief Hurricane Harvey collection drive in a manner that will truly be helpful and not pose a bigger burden to these victims. After the storm has made its final landfall, the City of Gautier will determine the area that it will adopt based on damages sustained by Hurricane Harvey

Drop off locations in the City of Gautier will be:

- **Gautier City Hall at 3330 Hwy. 90**
- **Gautier Fire Station (Central) at 2502 College Dr.**
- **Gautier Fire Station (North) at 7511 Martin Bluff Rd.**
- **Gautier Fire Station (South) at 1905 Ladnier Rd.**
- **Gautier Fire Station (West) at 6200 Brown Rd.**
- **Gautier Police Department at 3329 Hwy. 90**
- **Clearwater Solutions Office at 3305 Gautier Vancleave Rd.**
- **Coldwell Banker Smith Homes, Realtors at 2004 Highway 90**

For more information citizens may contact Central Fire Station at 228-497-1656, Councilman Casey Vaughan 228-297-3063, Councilman Adam Colledge 228-861-8158, Councilman Rusty Anderson 228-218-9483.

FOR IMMEDIATE RELEASE, AUGUST 29, 2017

DISASTER RELIEF

HURRICANE HARVEY
COLLECTION DRIVE

ITEMS NEEDED:

* Bottled Water
* Baby items: Diapers, Wipes, formula, Baby Food, etc.
* Cleaning Supplies
* Gatorade
* Paper Towels
* Plastic eating utensils, plates, & cups
* Tarps
* Latex gloves
* Garbage bags
* New Rubber boots

Drop off locations in the City of Gautier will be:

- Gautier City Hall at 3330 Hwy. 90
- Gautier Fire Station (Central) at 2502 College Dr.
- Gautier Fire Station (North) at 7511 Martin Bluff Rd.
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- Gautier Police Department at 3329 Hwy. 90
- Clearwater Solutions Office at 3305 Gautier Vancleave Rd.
- Coldwell Banker Smith Homes, Realtors at 2004 Highway 90

For more information citizens may contact Central Fire Station at 228-497-1656, Councilman Casey Vaughan 228-297-3063, Councilman Adam Colledge 228-861-8158, & Councilman Rusty Anderson 228-218-9483.

VISIT CITY OF GAUTIER ON FACEBOOK FOR UPDATES & DETAILS.

GAUTIER
MISSISSIPPI
Nature's Playground

Sometimes it is okay to talk trash!

The City of Gautier and ClearWater Solutions have teamed up to clean up and we need your help! We are looking for creative minds to help develop an anti-litter slogan for our city. There are no specific requirements and all ages are encouraged to participate. Submit your slogan ideas to david.lewis@clearwatersol.com by October 8th. The winning idea will receive a $500 VISA gift card.

ClearWater SOLUTIONS *in partnership with* GAUTIER MISSISSIPPI Nature's Playground

CITY OF GAUTIER, MISSISSIPPI
PRESENTATION AGENDA
September 19, 2017

ITEM DESCRIPTION:

PRESENTATION AGENDA

1. **First Baptist Church 75th Anniversary Proclamation.**

NOTES:

PROCLAMATION
City of Gautier, Mississippi

Whereas, First Baptist Church is celebrating their 75th Anniversary and the legacy of the past 75 years in this community; and

Whereas, First Baptist Church was founded on September 20, 1942, and has impacted the lives of literally thousands of people during those years; and

Whereas, First Baptist Church has long been a supporter of and partner with the City of Gautier, MS, including the time of recovery from Hurricane Katrina by offering the use of their facility to serve as a distribution center for the people of this city in a time of need; and

Whereas, First Baptist Church members continue to represent Gautier, Jackson County and Mississippi in national call-outs for disaster relief efforts, both financially and with personal representatives; and

Whereas, First Baptist Church continues to partner with the City of Gautier to make this city a better place to live and to raise families; therefore, be it

Resolved, that the City Council and Mayor do hereby recognize the importance of First Baptist Church with its 75 years of work and influence in this great city, and we offer our highest appreciation for your participation and influence on this day, Sunday, the 24th of September 2017.

CITY OF GAUTIER
MISSISSIPPI

Phil Torjusen, Mayor
City of Gautier, Mississippi

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CITY OF GAUTIER
Business Agenda Item #1
Fact Sheet

Council Meeting: September 19, 2017
Title: Approval of final year end Budget Amendments for FY 2017

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

Summary Explanation: Resolution approving final year end Budget Amendments for FY 2017.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

RESOLUTION NUMBER 000-2017

BE IT RESOLVED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the attached final year end Budget Amendments for FY 2017 are hereby approved.

WHEREAS, the City Manager or City Clerk is authorized to execute any and all documents necessary.

This resolution shall take effect and be in full force on September 19, 2017.

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 September 19, 2017.

FY 2017
FINAL
BUDGET AMENDMENTS

GENERAL FUND: FUND 001	Budget	Amendment	New Budget
REVENUES			
Miscellaneous	110,100.00	13,000.00	123,100.00
		13,000.00	
EXPENDITURES			
CITY COUNCIL			
Personnel Services	95,274.00	(874.00)	94,400.00
Supplies	1,000.00	912.00	1,912.00
Other Services & Charges	21,200.00	1,500.00	22,700.00
CITY COURT			
Personnel Services	130,541.00	(1,000.00)	129,541.00
Other Services & Charges	142,950.00	9,000.00	151,950.00
CITY MANAGER			
Personnel Services	230,097.00	2,505.00	232,602.00
Supplies	4,900.00	10,000.00	14,900.00
Other Services & Charges	55,300.00	2,500.00	57,800.00
ELECTIONS			
Supplies	1,500.00	(1,400.00)	100.00
CITY CLERK			
Other Services & Charges	18,104.00	3,300.00	21,404.00
CITY ATTORNEY			
Other Services & Charges	110,000.00	(9,155.00)	100,845.00
PLANNING			
Personnel Services	241,610.00	(1,500.00)	240,110.00
Other Services & Charges	49,260.00	(500.00)	48,760.00
BUILDINGS & FACILITIES			
Other Services & Charges	504,600.00	(9,000.00)	495,600.00
POLICE			
Supplies	200,000.00	600.00	200,600.00

FY 2017
FINAL
BUDGET AMENDMENTS

RECREATION			
Personnel Services	263,419.00	(8,888.00)	254,531.00
Other Services & Charges	84,400.00	5,000.00	89,400.00
STREETS			
Supplies	65,000.00	15,000.00	80,000.00
Other Services & Charges	147,000.00	(15,000.00)	132,000.00
Capital Outlay	36,900.00	10,000.00	46,900.00
		13,000.00	

Budget donation and insurance settlements.

Reallocate expenditures to fund emergency expenditures and end of year events.

Reallocate departmental budgets to cover potential shortfalls.

FUND 157: US JUSTICE EQUITABLE SHARING	Budget	Amendment	New Budget
REVENUES			
Forfeited Assets	0.00	26,612.00	26,612.00
Grant Revenue	0.00	2,600.00	2,600.00
		29,212.00	
EXPENDITURES			
Capital Outlay	0.00	29,212.00	29,212.00

Budget FY 2017 Receipts

FUND 176: SHEPARD STATE PARK	Budget	Amendment	New Budget
EXPENDITURES			
Other Services & Charges	55,400.00	(3,600.00)	51,800.00
Capital Outlay	1,200.00	3,600.00	4,800.00
		0.00	

Reallocate funds for emergency expenditure (AC replacement)

FY 2017
FINAL
BUDGET AMENDMENTS

FUND 300: USDA-NRCS EMERGENCY WATERSHED	Budget	Amendment	New Budget
REVENUES			
Grant Revenue	0.00	486,453.00	486,453.00
JCBS Inter Local Funds	0.00	192,537.00	192,537.00
		678,990.00	
EXPENDITURES			
Other Services & Charges	0.00	678,990.00	678,990.00

Budget grant and match

FUND 400: ENTERPRISE FUND	Budget	Amendment	New Budget
WATER-SEWER OPERATION & MAINTENANCE			
Supplies	238,000.00	75,000.00	313,000.00
Capital Outlay	200,000.00	(75,000.00)	125,000.00
		0.00	

Reallocate funds in anticipation of EOY emergency expenditures and/or shortfalls

FUND 409: EPA BROWNFIELDS ASSESSMENTS	Budget	Amendment	New Budget
EXPENDITURES			
Personnel Services	20,045.00	(20,045.00)	0.00
Supplies	333.52	(333.52)	0.00
Other Services & Charges	203,321.33	(3,493.30)	199,828.03
Transfers	0.00	23,871.82	23,871.82
		0.00	

Reallocate grant award to Economic Development

CITY OF GAUTIER
Business Agenda Item #2
Fact Sheet

Council Meeting:	**September 19, 2017**
Title:	**Creation and elimination of specified positions, and approval of the Revised Schedule of Authorized Positions**
Introduced by:	
Contact Person/Telephone	**Jason Pugh 497-8000 ext. 307**

Summary Explanation: Creation and elimination of specified positions, and approval of the Revised Schedule of Authorized Positions.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDINANCE NUMBER 000-2017

ORDINANCE APPROVING CREATION AND ELIMINATION OF SPECIFIED POSITIONS, AND A REVISED SCHEDULE OF AUTHORIZED POSITIONS

AN ORDINANCE OF THE CITY COUNCIL OF GAUTIER, MISSISSIPPI, PROVIDING AUTHORITY & INTENT; PURSUANT TO MISSISSIPPI ANNOTATED CODE 21-9-45, AUTHORIZING THE CITY COUNCIL TO CREATE AND ELIMINATE SPECIFIED POSITIONS, AND TO APPROVE THE REVISED SCHEDULE OF AUTHORIZED POSITIONS.

WHEREAS, the City Manager has recommended creation of the following new positions pursuant to Miss. Code Ann. 21-9-45:

1. Administrative Assistant I
2. Contract and Projects Administrator
3. Recreation Director
4. Grounds and Maintenance Operator
5. Assistant Comptroller
6. Utility Billing Supervisor
7. Utility Billing Clerk
8. Customer Service Representative
9. Customer Service Representative
10. Part Time Code Enforcement Officer
11. Part Time Code Enforcement Officer

WHEREAS, the City Manager has recommended elimination of the following existing positions:

1. Executive Assistant/Grants Assistant
2. Parks and Facilities Manager
3. Community Activities Manager
4. Part Time Park Attendant

WHEREAS, the City Manager recommends the approval of the attached Revised Schedule of Authorized Positions including the necessary funding to reflect these changes;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI, THAT THE CODE OF ORDINANCES OF THE CITY OF GAUTIER IS AMENDED AS FOLLOWS:

SECTION 1. Authority & Intent

A. The Gautier City Council held a public meeting on September 19, 2017 to consider creation and funding of specified positions, the elimination of specified positions, and the Revised Schedule of Authorized Positions.

SECTION 2.

A. The Gautier City Council creates the following positions:

1. Administrative Assistant I
2. Contract and Projects Administrator
3. Recreation Director
4. Grounds and Maintenance Operator
5. Assistant Comptroller
6. Utility Billing Supervisor
7. Utility Billing Clerk
8. Customer Service Representative
9. Customer Service Representative
10. Part Time Code Enforcement Officer
11. Part Time Code Enforcement Officer

B. The City Council eliminates the following positions:

1. Executive Assistant/Grants Assistant
2. Parks and Facilities Manager
3. Community Activities Manager
4. Part Time Park Attendant

C. The Official Schedule of Authorized Positions Shall be amended as Attached.

SECTION 3. This Article shall be effective upon advertisement and adoption, pursuant to Mississippi Annotated Code.

Thereupon, upon motion duly made by _____, seconded by _____ to adopt the foregoing ordinance and received the following votes:

AYES:

NAYS:

Thereupon, the Mayor declared said Ordinance approved, passed and adopted on this the **19th** day of September, 2017.

_____
Phil Torjusen, Mayor

Attest: _____
Cynthia Russell
City Clerk

The Ordinance and Schedule of Authorized Positions will be available for viewing at Gautier City Hall, Gautier Public Library and Gautier Utilities Department.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager

From: Jason Pugh, Human Resources Director

Date: 09/12/17

Subject: Approval of Schedule of Authorized Positions and Creation of New Positions for FY 2018.

REQUEST:
Approval of the Schedule of Authorized Positions and creation of new positions for FY 2018.

DISCUSSION:
As discussed in the FY 2018 budget work sessions, the attached Schedule of Authorized Positions is being presented for city council approval in conjunction with the approved FY 2018 budget.

Changes, Additions and Deletions:

- Executive Department
  - Eliminate Executive Assistant to the City Manager.
  - Create Administrative Assistant I to the City Manager.
- Grants and Projects Department
  - Reclassify Grants and Projects Administrator to Grants and Projects Director.
  - Create Contract and Projects Administrator.
- Recreation Department
  - Eliminate Parks and Facilities Manager.
  - Eliminate Community Activities Manager.
  - Create Recreation Director.
  - Create One (1) Grounds and Maintenance Operator.
  - Eliminate One (1) Part Time Park Attendant.
- Finance Department
  - Create Assistant Comptroller.
  - Reclassify Finance Support Specialist to Utility Services Manager.
  - Create Utility Billing Supervisor.
  - Create Utility Billing Clerk.
  - Create Two (2) Customer Service Representatives.
- Planning Department
  - Reclassify One (1) Administrative Clerk to Planning Technician.
  - Create Two (2) Part Time Code Enforcement Officers.
- Police Department
  - Unfund Traffic Sergeant.
  - Unfund Crime Prevention Officer.

RECOMMENDATION:
The City Manager recommends the approval of the agenda item as presented.

City Council may:
1) Approve the agenda item as presented; or
2) Approve the agenda item with changes; or
3) Reject the agenda item as presented.

ATTACHMENT(S):
Schedule of Authorized Positions
Organizational Chart
Job Description – Administrative Assistant I
Job Description – Contracts and Projects Administrator
Job Description – Recreation Director
Job Description – Grounds Maintenance Operator
Job Description – Assistant Comptroller
Job Description - Utility Billing Supervisor
Job Description - Utility Billing Clerk
Job Description - Customer Service Representative
Job Description - Part-Time Code Enforcement Officer

Approved by City Council 09/19/17	Pay Scale	Pay Grade	Number of Full-Time Authorized Positions	Number of Part-Time Authorized Positions	Number of Reserve Authorized Positions (Not Paid)
JUDICIAL DEPARTMENT					
City Judge	N/A	N/A		1	
Public Defender	N/A	N/A		1	
Total Funded				**2**	
Total Non-Funded					
EXECUTIVE DEPARTMENT					
City Manager	N/A	N/A	1		
Administrative Assistant I	2080	9	1		
Economic Developer			Unfunded (1)		
Total Funded			**2**		
Total Non-Funded			**1**		
GRANTS AND PROJECTS DEPT.					
Director	2080	19	1		
Contract and Project Administrator	2080	17	1		
Total Funded			**2**		
Total Non-Funded					
RECREATION DEPT.					
Director	2080	19	1		
Recreation Coordinator	2080	10	1		
Parks Supervisor	2080	12	1		
Grounds and Maintenance Oper.	2080	7	3		
Student Laborer	N/A	N/A		1	
Park Attendant	N/A	N/A		3	
Total Funded			**6**	**4**	

Total Non-Funded			
FINANCE DEPARTMENT			
Comptroller	2080	21	1
Assistant Comptroller	2080	17	1
Utility Services Manager	2080	15	1
Utility Billing Supervisor	2080	13	1
Utility Billing Clerk	2080	12	1
Customer Service Representative	2080	8	2
Accounting Generalist	2080	11	1
Total Funded			**8**
Total Non-Funded			
HUMAN RESOURCES DEPARTMENT			
Director	2080	21	1
HR Generalist	2080	10	1
Maintenance Division			
Mechanic	2080	14	2
Multi-Craft Maintenance Worker	2080	12	1
Custodian	2080	7	1
Total Funded			**6**
Total Non-Funded			
CITY CLERK DEPARTMENT			
City Clerk	2080	21	1
Deputy City Clerk	2080	15	1
Purchasing Agent	2080	12	1
Administrative Clerk	2080	8	1
Court Division			
Court Clerk	2080	13	1

Deputy Court Clerk	2080	9	1	
Total Funded			**6**	
Total Non-Funded				
PLANNING DEPARTMENT				
Director/Building Official	2080	21	1	
Planning Technician	2080	11	1	
Administrative Clerk	2080	8	1	
Building and Code Inspector	2080	13	1	
Animal Control/Code Enf. Officer	2080	9	1	
Code Enforcement Officer	N/A	N/A		2
Total Funded			**5**	2
Total Non-Funded				
POLICE DEPARTMENT				
Police Chief	2080	22	1	
Administrative Assistant IV	2080	12	1	
Captain	2080	15	3	
CID				
Detective Lieutenant	2080	14	1	
Detective Sergeant	2080	13	1	
Detective	2080	12	2	
Detective	2080	12	Unfunded (1)	
FBI Task Force Officer	2080	12	1	
Narcotics Officer	2080	12	1	
Crime Prevention Officer	2080	12	Unfunded (1)	
Records Clerk	2080	8	1	
Patrol				
Patrol Lieutenant	2184	11	4	
Patrol Sergeant	2184	10S	4	

Patrol Officer	2184	9 or 10*	15		
Dispatcher/TAC Officer	2080	11	1		
Dispatcher	2184	7 or 8	8		
Traffic					
Traffic Sergeant	2184	10S	Unfunded (1)		
K9 Officer	2184	10	1		
Traffic Officer	2184	10	3		
Traffic Officer	2184	10	Unfunded (1)		
School Crossing Guard	N/A	N/A		4	
Reserve Officer	N/A	N/A			21
Total Funded			**48**	**4**	**21**
Total Non-Funded			**4**		

** Probationary Officer/Grade 9*
Certified Officer/Grade 10

FIRE DEPARTMENT					
Fire Chief	2080	22	1		
Deputy Fire Chief/Fire Marshall	2080	20	1		
Administrative Assistant I	2080	9	1		
Fire Captain	2496	12	3		
Fire Lieutenant	2496	11	9		
Firefighter	2496	9 or 10*	24		
Part Time Firefighter	N/A	N/A		3	
Total Funded			**39**	**3**	
Total Non-Funded					

**Probationary Firefighter/Grade 9*
Certified Firefighter/Grade 10

Summary of Authorized Positions	**Full Time**	**Part Time**	**Reserve Positions**
Judicial: Funded		2	
Executive Dept: Funded	2		

Executive Dept: Unfunded	1		
Grants and Projects Dept.	2		
Recreation Dept.	6	4	
Finance Dept: Funded	8		
Human Resources Dept: Funded	6		
City Clerk Dept: Funded	6		
Planning Dept: Funded	5	2	
Police Department: Funded	48	4	21
Police Department: Unfunded	4		
Fire Dept: Funded	39	3	
TOTAL	**122**	**15**	**21**
TOTAL UNFUNDED	**5**		

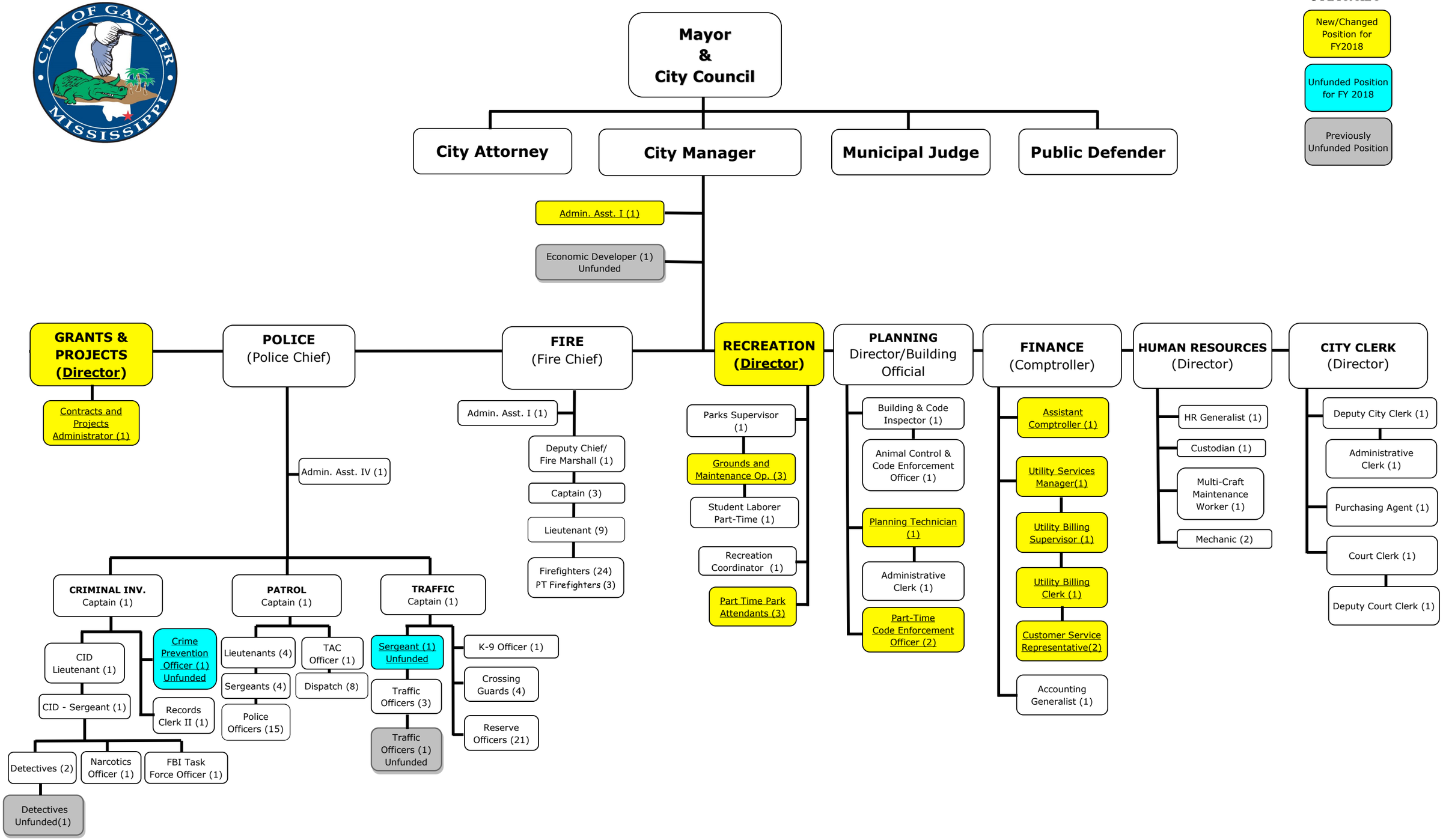
CITY OF GAUTIER ORGANIZATION CHART

FY 2018

Effective October 1, 2018

COLOR KEY

- New/Changed Position for FY2018
- Unfunded Position for FY 2018
- Previously Unfunded Position



ADMINISTRATIVE ASSISTANT I

Department:	Executive	**Pay Grade:**	09 (Schedule 2080)
Reports To:	City Manager	**Exempt (Y/N):**	N
Competitive (Y/N):	Y		

SUMMARY:

Employ in this class performs secretarial tasks in accordance with well established procedures. Detailed instructions and close supervision are received at the beginning of work and new assignments, although regular routine assignments may be performed more independently and the exercise of initiative, independent judgment and discretion is expected as experience is gained. Work is subject to general supervision and is usually reviewed for content, accuracy and adherence to established standards.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

(Any one position of this class may not include all duties listed, nor do listed examples include all duties which may be found in positions of this class.)

- Acts as receptionist and performs routine secretarial functions for a superior; meets the public, provides information, takes messages, schedules appointments, reserves accommodations, transmits orders and instructions with the authority of a superior; and relieves a superior of varied and routine details.
- Prepares purchase requisitions for the department.
- Answers a variety of inquiries from citizens and employees, in person, by letter and by telephone, on City services; on policies and procedural matters.
- Maintains files on relatively complex subject matters; keeps a variety of moderately complex records; compiles and prepares statistical and other data from such records.
- Types forms, letters, memorandum, reports, tabulations, statements and other materials from rough draft or detailed instructions.
- Checks, spelling, punctuations, grammar, format, etc. in draft or final form.
- Prepares budget estimates; assists in controlling expenditures of departmental operations.
- Assists in the development and maintenance of departmental policies and procedures, rules and regulations.
- Implements policies and procedures approved by department director.
- Assists other members in the department with complex personnel matters.
- Prepares technical and administrative reports.
- Acts as liaison with Federal, State, local and other agencies.
- Performs special projects and other duties as assigned by the Department Head.

REQUIRED KNOWLEDGE, ABILITIES AND SKILLS:

- Ability to write professional reports and correspondence.
- Ability to post entries from supporting documents to ledgers, journals and other computer files/software and make mathematical computations rapidly and accurately.
- Ability to interpret a variety of instructions furnished in written, oral, diagram or schedule form.
- Ability to operate standard office equipment and must possess strong Microsoft Office skills, specifically in Word, Excel.
- Knowledge of occupational hazards involved in the work place and the proper safety precautions for the safe performance of the job.
- Must be able to come to work promptly and regularly.
- Must be able to work under stress and deadlines.
- Must be able to concentrate and perform accurately.
- Must be able to react to change productively and to handle other tasks as assigned.

- Ability to establish and maintain effective working relationships as necessitated by work assignments.
- Must possess and maintain a valid vehicle operator's license.

SUPERVISORY RESPONSIBILITIES:

This job has no supervisory responsibilities.

WORK ENVIRONMENT:
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

This job operates in a professional office environment. This role routinely uses standard office equipment such as computers, phones, photocopiers, filing cabinets and fax machines.

PHYSICAL DEMANDS:
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to use hands and fingers to hold or feel, reach with hands and arms, walk, talk and hear. The employee is occasionally required to stand, sit, climb, balance, stoop, and crouch. Specific vision abilities include close, distance, color, and peripheral vision, and depth perception. The employee regularly lifts and/or moves up to 25 pounds and occasionally lifts and/or moves up to 45 pounds.

MINIMUM REQUIRED EDUCATION AND EXPERIENCE:

Associate's degree (A.A.) or equivalent from a two-year college or technical school and two (2) years related experience; or High school diploma or equivalent and six (6) years related experience.

CIVIL SERVICE MINIMUM QUALIFICATIONS: (Rule 4, Section 4.2)

For minimum qualifications established by the Mississippi Code, see Section 21-31-15.

CONTRACTS AND PROJECTS ADMINISTRATOR

Department:	Grants and Projects Department	**Pay Grade:**	17 (Schedule 2080)
Reports To:	Grants and Projects Director	**Exempt (Y/N):**	Y
Competitive (Y/N):	N		

SUMMARY:

This position is responsible for the oversight and administration of city contracts and projects with specific focus on public works and solid waste functions. The Contracts and Projects Administrator works with sub-contractors of the city on a day-to-day basis to ensure performance standards, compliance and cost effectiveness of ongoing contracts and projects.

The Contracts and Projects Administrator works under the direction and supervision of the Grants and Projects Director.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

(Any one position of this class may not include all duties listed, nor do listed examples include all duties which may be found in positions of this class.)

- Monitors contractors' performance to ensure adequate standards are met.
- Administers contract and project purchases to ensure they are within budgetary constraints.
- Makes progress and final reports on city projects and keeps city management informed of project status.
- Manages multiple contracts/projects at varying stages of status.
- Works with project consultants, engineers, architects, contractors, etc., to move projects forward in a timely manner.
- Coordinates activities and serves as liaison between the City and its public works and solid waste contractors.
- Coordinates activities and serves as liaison between the City and other city project contractors.
- Monitors public works and solid waste agreements and ensures compliance, performance, and cost effectiveness.
- Monitors other contracts and projects as assigned.
- Inspects work completed by public works crews and other contractors as required to ensure performance and safety standards are met.
- Coordinates the purchase of equipment, materials, and supplies in support of public works operations and construction efforts.
- Prepares and monitors project budgets; ensures that all purchases are within budgetary constraints.
- Attends training and workshops as needed and as required to effectively perform duties.
- Performs any other duties as assigned by the Grants and Projects Director or the City Manager.

REQUIRED KNOWLEDGE, ABILITIES AND SKILLS:

(Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.)

- Thorough knowledge of contract and project administration.
- Thorough knowledge of state and federal laws concerning contract and project administration.
- Considerable knowledge of the operational areas and functions handled by City departments.
- Knowledge of computers, database and applications, and the Internet.
- Ability to communicate effectively with other departments and managers.
- Ability to deal effectively with representatives of local, state, and federal agencies and community-based organizations.
- Ability to manage several projects/contracts at one time, along with other daily tasks and duties.
- Ability to concentrate, perform accurately and work under stress of deadlines.
- Ability to be organized and detailed with paperwork and deadlines.
- Experience with technical writing and strong ability to write proposals, reports, and status reports.

- Must have knowledge of utilities construction.
- Experience in project supervision or inspection.
- Experience with budgets and funding sources.
- Ability to meet and deal with people tactfully and courteously.
- Ability to react to change productively and handle other tasks as assigned.
- Must be able to come to work promptly and regularly.
- Management experience is preferable.

SUPERVISORY RESPONSIBILITIES:

This position has no employee supervision responsibilities.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is often performed in a well-lit and adequately heated and ventilated office environment and requires observance of safe work practices, fire regulations, and avoidance of falls, trips, and similar office work hazards. Works is also regularly performed outdoors when visiting city work sites and projects. Outdoor work is performed in various weather conditions including cold, heat, and humidity. The noise level in the work environment is usually low to moderate while indoors; moderate to high when on construction sites. The stress level for this position is very high, and workload often requires this position to work non-traditional hours to ensure deadlines are met.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

This job operates in a clerical office setting with the ability to lift ten (10) pounds, but may also require alternate periods of work outdoors, which requires the ability to stand, bend and walk for extended periods. Adequate vision; finger and hand dexterity is essential to operate computers and other office applications.

MINIMUM REQUIRED EDUCATION AND EXPERIENCE:

A bachelor's degree in contract administration or a similar area of study with at least two (2) years of experience is preferred. A high school diploma or its equivalent with at least five (5) years of experience in contract and project administration or a similar area of experience will be accepted. Experience in utilities and/or construction is required.

REQUIRED LICENSES AND CERTIFICATES:

Must maintain a valid driver's license.

CIVIL SERVICE MINIMUM QUALIFICATIONS: (Rule 4, Section 4.2)

For minimum qualifications established by the Mississippi Code, see Section 21-31-15.

RECREATION DIRECTOR

Department:	Parks and Recreation	**Pay Grade:**	19 (Schedule 2080)
Reports To:	City Manager	**Exempt (Y/N):**	Y
Competitive (Y/N):	N		

SUMMARY:

Performs responsible managerial, professional and administrative work in planning, directing, coordinating and implementing the programs, services and activities of the Parks and Recreation Department, including planning and coordinating recreation programs, special events, special interest programs, and activities sponsored by the City in accordance with all applicable laws and City policies and procedures. Work includes responsibility for planning, developing, and overseeing recreation programs and the maintenance of all parks and recreation facilities; and for developing and promulgating and/or recommending policies, rules and regulations for the department. Work is performed under the general supervision of the City Manager and is reviewed through conferences, accomplishment of desired results, reports, and by observation.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

(Any one position of this class may not include all duties listed, nor do listed examples include all duties which may be found in positions of this class.)

- Plans, organizes, and directs the activity of the Parks and Recreation Department; staffs, and directs all recreation activities; makes recommendations to the City Manager on annual budget estimates and requests; and prepares regular reports of division activities.
- Develops, plans, and implements special events such as holiday programs, social and cultural events for people of all ages and abilities.
- Prepares and distributes promotional literature and press releases; coordinates media coverage of special programs.
- Monitors the City's contract with the Boys and Girls Clubs and coordinates the use of school system facilities for recreation programs.
- Finds sponsors for special events by soliciting area businesses and organizations.
- Plans the improvement of existing and the development of new facilities and equipment; recommends areas for acquisition to the parks and recreation program; plans layouts of undeveloped recreation areas.
- Attends Council meetings, and recreation advisory board meetings; meets with individuals, civic and community groups, and other organizations to speak on matters pertaining to City recreation program; cooperates with such groups in planning recreation facilities and programs.
- Attends conventions, seminars, and other association meetings to keep abreast of recent developments in parks and recreation management.
- Performs special projects and other duties as assigned by the City Manager.

REQUIRED KNOWLEDGE, ABILITIES AND SKILLS:

(Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.)

- Thorough knowledge of the objectives and ideas of public recreation, including considerable understanding of the diverse activities which constitute a community parks and recreation program.
- Thorough knowledge of the facilities and equipment needed in a broad recreation program, and of the proper physical planning and arrangement of park areas.
- Considerable knowledge of public administration, including budget preparation and control, state purchasing procedures; and of administrative techniques related to purchasing, budget preparation, personnel administration and accounting.
- Thorough knowledge of current literature, sources of information, and developments in recreation program administration.

- Knowledge of occupational hazards involved in the work and the safety precautions for safe performance of the job.
- Ability to establish and maintain effective working relations; to express ideas clearly and concisely, orally and in writing, to groups, individuals, and in reports.
- Ability to initiate and organize policies and procedures pertaining to park and recreation programs and to supervise the work of subordinate personnel.
- Ability to plan, direct, and coordinate the work of volunteers, and to establish and maintain effective working relations as necessitated by work assignments.
- Ability to understand the park and recreation needs of the community and to coordinate activities to fulfill these needs.
- Must be proficient in Microsoft Outlook, Word, Excel and Publisher.
- Ability to prepare, analyze, and administer budgets, prepare reports, and keep records.
- Must maintain a valid driver's license.

SUPERVISORY RESPONSIBILITIES:

Directly manages the Parks and Recreation staff.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently exposed to fumes or airborne particles, toxic or caustic chemicals, outdoor weather conditions, warm, cold and extreme heat. The employee is occasionally exposed to high, precarious places; risk of electric shock and vibration. The noise level in work environment is usually loud.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand; use hands to finger, handle, or feel; reach with hands and arms; climb or balance; stoop, heel, crouch, or crawl; and talk or hear. The employee frequently is required to walk and taste or smell. The employee is occasionally required to sit. The employee must regularly lift and/or move up to 25 pounds frequently and move up to 50 pounds, and occasionally lift and/or move up to 100 pounds, Specific vision abilities required by this position include close vision, distance vision, color vision, peripheral. Vision: depth perception and ability to adjust focus.

MINIMUM REQUIRED EDUCATION AND EXPERIENCE:

Bachelor's degree in Recreation or any related field with three (3) years of progressively responsible experience in the recreation field; or a High School diploma or GED equivalent with five (5) years of progressively responsible experience in recreation, event planning or a similar field.

REQUIRED LICENSES AND CERTIFICATES:

- Must maintain a valid driver's license.

CIVIL SERVICE MINIMUM QUALIFICATIONS: (Rule 4, Section 4.2)

For minimum qualifications established by the Mississippi Code, see Section 21-31-15.

GROUNDS AND MAINTENANCE OPERATOR

Department:	Recreation Department	**Pay Grade:**	07 (Schedule 2080)
Reports To:	Recreation Director	**Exempt (Y/N):**	N
Competitive (Y/N):	N		

SUMMARY:

This is skilled work in the operation of light to medium automotive equipment and/or, semi-skilled manual labor.

Work may involve the operation of small trucks, riding power mowers, push lawn mowers, weed-eaters, edgers, light tractors, medium size dump trucks, and similar automotive equipment requiring little or no technical training. Operation of a variety of such equipment may be predominant task of this class. The predominant work of this class will likely be manual tasks of a semi-skilled nature requiring special knowledge acquired through work performance. Assignments may include use of standard specialized hand tools, power operated devices, or other equipment.

Assignments may be received in the form of specific orders or general instructions depending on the assignment. Work may be performed without direct supervision after instructions are received. Work is reviewed in progress and upon completion for conformance to established policies and procedures, and for accomplishment of desired results.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

(Any one position of this class may not include all duties listed, nor do listed examples include all duties which may be found in positions of this class.)

- Performs semi-skilled duties in several trades, may provide some supervision over seasonal employees and Adult Detention Center workers or may work independently from the direct supervision of a superior in carrying out such duties.
- Operates a truck in support of crews carrying out maintenance of all parks and City Hall facilities as delegated by the Recreation Director.
- Operates riding power mower and tractor equipped with grass cutting and ditching attachments; operates push lawn mowers, weed-eaters, edgers, and similar lawn care devices.
- Performs special projects and other duties as assigned by the Recreation Director.

- **REQUIRED KNOWLEDGE, ABILITIES AND SKILLS:**

(Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.)

- Considerable knowledge of the occupational hazards involved in the work and the proper safety precautions for the safe performance of the job.
- Working knowledge of the methods, materials, tools, and equipment utilized in area of assignment.
- Knowledge of the operating characteristics of assigned equipment.
- Skill in the operation of assigned equipment and physical strength and agility sufficient to perform the work of the class.
- Knowledge of the applicable traffic laws, ordinances, and regulations involved in the operation of assigned equipment.
- Ability to establish and maintain effective working relations as necessitated by work assignments.
- Ability to understand and follow oral and written instructions.
- Ability to write and read to properly complete necessary maintenance records on equipment and prepare work reports when required.
- Ability and knowledge to perform preventive maintenance on variety of equipment.
- Ability to react to change productively, and handle other tasks as assigned.

City Manager _____ Date _____

- Ability to supervise on occasion a crew of workers such as summer youth workers, inmates, and community service workers.
- Must have and maintain a valid vehicle operator's license and work to obtain a CDL Classic Passenger Endorsement within 2 months of hire.

SUPERVISORY RESPONSIBILITIES:

May provide some supervision over seasonal employees and Adult Detention Center workers or may work independently from the direct supervision of a superior in carrying out such duties.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently exposed to fumes or airborne particles, toxic or caustic chemicals, outdoor weather conditions, warm, cold and extreme heat. The employee is occasionally exposed to high, precarious places; risk of electric shock and vibration. The noise level in work environment is usually loud.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand; use hands to finger, handle, or feel; reach with hands and arms; climb or balance; stoop, heel, crouch, or crawl; and talk or hear. The employee frequently is required to walk and taste or smell. The employee is occasionally required to sit. The employee must regularly lift and/or move up to *25* pounds frequently and move up to 50 pounds, and occasionally lift and/or move up to 100 pounds, Specific vision abilities required by this position include close vision, distance vision, color vision, peripheral. Vision: depth perception and ability to adjust focus.

MINIMUM REQUIRED EDUCATION AND EXPERIENCE:

High school diploma or acceptable equivalent and two (2) years of related experience. Up to one (1) year of vocational or technical school may substitute for one (1) year of experience.

REQUIRED LICENSES AND CERTIFICATES:

- Must maintain a valid driver’s license.

CIVIL SERVICE MINIMUM QUALIFICATIONS: (Rule 4, Section 4.2)

For minimum qualifications established by the Mississippi Code, see Section 21-31-15.

ASSISTANT COMPTROLLER

Department:	Finance Department	**Pay Grade:**	17 (Schedule 2080)
Reports To:	Comptroller	**Exempt (Y/N):**	Y
Competitive (Y/N):	N		

SUMMARY:

Employees in this class perform difficult accounting work connected with maintaining the financial and accounting records of the City. Work is performed independently and initiative exercised as experience is gained. Work is subject to general supervision by the Comptroller, and is usually reviewed for content, accuracy, and adherence to established standards and through reports and accomplishments of desired results.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

(Any one position of this class may not include all duties listed, nor do listed examples include all duties which may be found in positions of this class.)

- Processes payroll, accounts payable, accounts receivable and other accounting functions as assigned through established procedures.
- Processes monthly, quarterly and year end reports as assigned.
- Verifies and posts details of business transactions, such as funds received and disbursed, and totals accounts to ledgers or computer spreadsheets and databases.
- Prepares and processes checks, account statements, reports, and other records and reviews for accuracy.
- Reconciles accounts for completeness, accuracy, and conformity with established procedures.
- Review documentation to be sure that it meets state, federal or other requirements.
- Processes journal entries as required through established procedures.
- Codes data for input to financial data processing system.
- Assists with the annual audit and acts as liaison with other departments.
- Processes refunds or collections and sends correspondence for refunds or collections as needed.
- Assists with the annual budget.
- Performs other duties as assigned by the Comptroller.

REQUIRED KNOWLEDGE, ABILITIES AND SKILLS:

- Knowledge of principles and practices of governmental accounting and budgeting.
- Knowledge of the organizational structure and administrative procedures of city government; and federal, state, and local laws applicable to governmental accounting.
- Ability to write routine reports and correspondence in English. Ability to speak effectively before groups of citizens or employees of the organization in English.
- Ability to analyze, prepare, and interpret complex fiscal records and reports.
- Ability to concentrate, perform accurately and work under stress of deadlines.
- Ability to react to change productively and to handle other tasks as assigned.
- Ability to meet and deal with people tactfully and courteously.
- Ability to take direction and work well with others.
- Must be proficient in MS Word, Excel, Power Point, and AS400 software programs
- Must maintain a valid vehicle operator's license.

SUPERVISORY RESPONSIBILITIES:

Supervises the Finance department in the absence of the Comptroller,

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

This job operates in a clerical office setting. This role routinely uses standard office equipment such as computers, phones, photocopiers, filing cabinets and fax machines.

PHYSICAL DEMANDS:

The mental and physical demands and the work environment characteristics described below are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

This is largely a sedentary role; however, some filing is required which would require the ability to lift files, open filing cabinets and bend or stand as necessary.

MINIMUM REQUIRED EDUCATION AND EXPERIENCE:

Bachelor Degree from an accredited four (4) year college or university with major course work in accounting, business management and/or public administration with accounting emphasis and two (2) year of municipal accounting or finance experience; Or

Associate degree (A.A.) or equivalent from a two-year college or technical school in Accounting and six (6) years municipal accounting experience; or ten (10) years municipal accounting experience; or an equivalent combination of education and experience.

CIVIL SERVICE MINIMUM QUALIFICATIONS: (Rule 4, Section 4.2)

For minimum qualifications established by the Mississippi Code, see Section 21-31-15.

UTILITY BILLING SUPERVISOR

Department:	Finance Department	**Pay Grade:**	13 (Schedule 2080)
Reports To:	Utility Services Manager	**Exempt (Y/N):**	Y
Competitive (Y/N):	N		

SUMMARY:

This is highly responsible work directing and coordinating the activities of the Utility Services Division of the Finance Department. Work involves the performance of difficult clerical and administrative tasks, often requiring independent decisions based on interpretations of policies and procedures. Incumbent often develops and refines working procedures and is required to exercise considerable initiative and independent judgement in carrying work to completion. Work is performed under the general supervision of the Utility Services Manager and Comptroller, and is reviewed in progress for accuracy upon completion, adherence to procedures, through reports and conferences, and accomplishment of desired results.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

(Any one position of this class may not include all duties listed, nor do listed examples include all duties which may be found in positions of this class.)

- Directs the operation of the Utility Billing Division in a manner consistent with established and accepted accounting principles and practices and in sufficient detail to produce accurate financial and statistical data for both management and statutory requirements.
- Prepares financial statements and other requisite reports at regular intervals and as needed for use by the Comptroller.
- Researches and compiles account histories of consumption patterns, past service calls, and similar information to assist in resolving disputed billing or service maintenance inquiries.
- Audits the readings and billing of all customer bills and refunds on final and monthly bills when required.
- Receives and follows through on customer inquiries relating to billing problems that are not easily handled by division personnel.
- Makes all manual corrections and adjustments to the utility payment and billing system.
- Plans and instructs division personnel in standard procedures and regulations, and reviews work performed for accuracy and effectiveness.
- Receives and resolves citizen complaints and concerns about division functions and personnel.
- Directs the customer collection policy.
- Assists auditors as needed with yearly audit function.
- Performs other duties as assigned.

REQUIRED KNOWLEDGE, ABILITIES AND SKILLS:

- Significant knowledge of generally accepted accounting principles and practices, and proven experience in their application.
- Knowledge and understanding of effective customer service principles and management techniques.
- Ability to effectively communicate and present ideas and recommendations, both orally and in writing.
- Ability to define problems, collect data, establish facts, and draw valid conclusions. Good decision-making and problem solving skills.
- Ability to plan, direct and coordinate the work of subordinates.
- Ability to concentrate, perform accurately and work under stress of deadlines.
- Ability to meet and deal with people tactfully and courteously.
- Ability to react to change productively and handle other tasks as assigned.

City Manager _____ Date _____

- Skilled in operation of computers, calculators, typewriters, fax machines, copier, and other office machines.
- Working knowledge of spreadsheets, word processing, database, and accounting software.
- Must be able to come to work promptly and regularly.
- Must have and keep valid Mississippi vehicle operator's license.

SUPERVISORY RESPONSIBILITIES:

Manages the Utility Billing Clerk and Customer Services Representative(s) of the Utility Billing Division.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

This job operates in a clerical office setting. This role routinely uses standard office equipment such as computers, phones, photocopiers, filing cabinets and fax machines.

PHYSICAL DEMANDS:

The mental and physical demands and the work environment characteristics described below are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

This is largely a sedentary role; however, some filing is required which would require the ability to lift files, open filing cabinets and bend or stand as necessary.

MINIMUM REQUIRED EDUCATION AND EXPERIENCE:

Associate's degree (A.A.) or equivalent in Accounting from a two-year college or technical school and six (6) years related experience; or ten (10) years related experience and/or training; or equivalent combination of education and experience. Proficient in the use of Microsoft Excel, Microsoft Word and accounting software programs.

CIVIL SERVICE MINIMUM QUALIFICATIONS: (Rule 4, Section 4.2)

For minimum qualifications established by the Mississippi Code, see Section 21-31-15.

UTILITY BILLING CLERK

Department:	Finance Department	**Pay Grade:**	12 (Schedule 2080)
Reports To:	Utility Billing Supervisor	**Exempt (Y/N):**	Y
Competitive (Y/N):	N		

SUMMARY:

Duties for this position include processing data from meter books, computing charges for services and processing service requests from citizens/customers in accordance with well established procedures. Instructions and close supervision are received at the beginning of work, although work is expected to be performed more independently and the exercise of initiative, independent judgement and discretion is expected as experience is gained. Work is reviewed by managers and evaluated on the basis of accuracy and the quality of service rendered to the public.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

(Any one position of this class may not include all duties listed, nor do listed examples include all duties which may be found in positions of this class.)

- Computes or verifies bills showing pertinent information such as due date, amount due and cut off information. Prints and mails bills on a scheduled basis as prescribed.
- Assists customers daily with miscellaneous account inquiries, rereads, adjustments and work orders.
- Processes and posts information to accounting software such as but not limited to: adjustments, payment agreements, new services, disconnects, payments, return checks, charges, account changes, work requests, etc.
- Examines meter reading entries to detect abnormal metering information; compares pas consumption patterns and other known conditions to determine action required; contacts customers to obtain additional information if necessary; orders reread or investigation as necessary.
- Provides meter location information by street address, physical location and meter route book; assists in maintaining route and meter maps.
- Researches and compiles account histories of consumption patterns, past service calls, and similar information to assist in resolving disputed billing or service maintenance inquiries.
- Performs clerical duties on a daily basis such as filing, copying, faxing, etc.
- Performs other duties as assigned.

REQUIRED KNOWLEDGE, ABILITIES AND SKILLS:

- Knowledge of English, spelling, punctuation, grammar and arithmetic.
- Ability to post entries from supporting documents and perform mathematical computation rapidly and accurately.
- Ability to communicate effectively in English both orally and in writing.
- Ability to concentrate, perform accurately and work under stress of deadlines.
- Ability to meet and deal with people tactfully and courteously.
- Ability to take direction and work well with others
- Ability to react to change productively and to handle other tasks as assigned.
- Skilled in operation of computers, calculators, typewriters, fax machines, copier, and other office machines.
- Must be able to come to work promptly and regularly.
- Must maintain a valid Mississippi vehicle operator's license.

SUPERVISORY RESPONSIBILITIES:

Oversees and supervises the Customer Service Representative(s) of the Utility Billing Division.

City Manager _____ Date _____

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

This job operates in a clerical office setting. This role routinely uses standard office equipment such as computers, phones, photocopiers, filing cabinets and fax machines.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

This is largely a sedentary role; however, some filing is required which would require the ability to lift files, open filing cabinets and bend or stand as necessary.

MINIMUM REQUIRED EDUCATION AND EXPERIENCE:

High School diploma or (GED) equivalent. Two (2) years related experience in general clerical work and customer service is preferred. An Associate's degree (A.A.) may be substituted for work experience. Must be proficient in Microsoft Office Suite.

CIVIL SERVICE MINIMUM QUALIFICATIONS: (RULE 4, SECTION 4.2)

For minimum qualifications established by the Mississippi Code, see Section 21-31-15.

CUSTOMER SERVICE REPRESENTATIVE

Department:	Finance Department	**Pay Grade:**	8 (Schedule 2080)
Reports To:	Utility Billing Clerk	**Exempt (Y/N):**	N
Competitive (Y/N):	Y		

SUMMARY:

Duties for this position include processing payments, adjustments, charges and service requests for citizens and customers in the utility department in accordance with well established procedures. Instructions and close supervision are received at the beginning of work, although work is expected to be performed more independently and the exercise of initiative, independent judgement and discretion is expected as experience is gained. Work is reviewed by managers and evaluated on the basis of accuracy and the quality of service rendered to the public.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

(Any one position of this class may not include all duties listed, nor do listed examples include all duties which may be found in positions of this class.)

- Computes and calculates for utilities fees/charges on a daily basis.
- Processes payments for utilities received in person, mail, night deposit, credit card, electronic transfer, or other transactions on a daily basis.
- Compiles, sorts, verifies, prepares, locates and files documents on a daily basis.
- Reviews/prepares information to verify accuracy and conformity of established procedures prior to processing information.
- Processes/posts information to accounting software such as but not limited to: adjustments, agreements, new services, disconnects, payments, return checks, charges, account changes, work requests, etc.
- Reconciles accounts/sub-accounts for accuracy and conformity and makes needed corrections.
- Assists with audits/auditors as needed such as making copies, reconciling accounts, retrieving documentation and filing documents upon completion.
- Performs clerical duties on a daily basis such as filing, copying, faxing, etc.
- Performs other duties as assigned.

REQUIRED KNOWLEDGE, ABILITIES AND SKILLS:

- Knowledge of English, spelling, punctuation, grammar and arithmetic.
- Ability to communicate effectively in English both orally and in writing.
- Ability to handle cash transactions, issue receipts and balance deposits.
- Ability to concentrate, perform accurately and work under stress of deadlines.
- Ability to meet and deal with people tactfully and courteously.
- Ability to take direction and work well with others
- Ability to react to change productively and to handle other tasks as assigned.
- Skilled in operation of computers, calculators, typewriters, fax machines, copier, and other office machines.
- Must be able to come to work promptly and regularly.
- Must maintain a valid Mississippi vehicle operator's license.

SUPERVISORY RESPONSIBILITIES:

This job has no supervisory responsibilities.

City Manager _____ Date _____

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

This job operates in a clerical office setting. This role routinely uses standard office equipment such as computers, phones, photocopiers, filing cabinets and fax machines.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

This is largely a sedentary role; however, some filing is required which would require the ability to lift files, open filing cabinets and bend or stand as necessary.

MINIMUM REQUIRED EDUCATION AND EXPERIENCE:

High School diploma or (GED) equivalent. Two (2) years experience in general clerical work and customer service. An Associate's degree (A.A.) may be substituted for work experience. Must be proficient in Microsoft Office Suite.

CIVIL SERVICE MINIMUM QUALIFICATIONS: (RULE 4, SECTION 4.2)

For minimum qualifications established by the Mississippi Code, see Section 21-31-15.

CODE ENFORCEMENT OFFICER

Department:	PlanningDepartment	**Pay Grade:**	$15.00 hr. PT
Reports To:	Planning Director	**Exempt (Y/N):**	N
Competitive (Y/N):	N		

SUMMARY:

This is part-time work involving the supervision, assignment, review and participation of the enforcement of various City regulations governing an assortment of land use activities. Such regulations are contained in the City's Zoning Ordinances, the Subdivision Regulations, the Wetland Ordinances, Animal Control ordinances, and associated State laws and City ordinances governing the establishment and operations of businesses; and other work as required.

Work involves the enforcement of City ordinances and related codes relative to care of premises and property, the clearing of land, improper use of public properties and rights of way, unauthorized establishment and operation of businesses, requirements for permitting in construction projects and other evaluations and or investigations as assigned. The employee will investigate complaints, document circumstances, and, working under the supervision and coordination of the Planning Director, issue citations or letters of compliance where necessary and follow up on non-compliance matters. Employee is expected to exercise sound judgment in evaluating suspected violations and must be able to deal with the public in a composed and professional manner.

The employee will be required to appear in Municipal or other courts as a means of enforcing or otherwise adjudicating violations or suspected violations.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

(Any one position of this class may not include all duties listed, nor do listed examples include all duties which may be found in positions of this class.)

- Patrols the City to detect code or ordinance violations or responds to complaints.
- Identifies weeded and overgrown lots, abandoned vehicles, junk, trash and other observed code or ordinance violations.
- Locates owners of property using tax rolls, maps and courthouse records.
- Sends out violation notices and establishes time limits for compliance.
- Issues summons or files complaints to ensure compliance with applicable codes and make municipal court appearances to present cases.
- Prepares items for City Council agenda and appears before council to present cases.
- Conducts follow-up investigations to ensure corrective measures are taken for all noncompliance.
- Compose routine memos, letters, legal forms, notices, and other material required for efficient job performance and code compliance.
- Verifies the work of assigned employees for accuracy, proper work methods, techniques, and compliance with applicable standards and specifications; ensures adherence to safe work practices and procedures.
- Responds to citizen complaints by phone, through the mail, via email, and in person regarding enforcement procedures, ordinances and supervised employees.
- Keeps records on all inspections made.
- Makes daily reports to the Planning Director.
- Performs other duties as assigned.

REQUIRED KNOWLEDGE, ABILITIES AND SKILLS:

(Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.)

- Ability to assign functions and activities.
- Supervise, organize, and review the work of assigned staff.

City Manager _____ Date _____

- General working knowledge of laws and ordinances that will govern the above referenced enforcement responsibilities.
- Basic working knowledge of personal computers and word processing software.
- Knowledge of city streets.
- Ability to detect code and ordinance violations and determine appropriate remedial actions.
- Ability to enforce regulations with firmness, tact, and impartiality.
- Ability to communicate both orally and in writing; and must possess the ability to relate ordinances to the public.
- Ability to understand and follow oral and written instructions.
- Ability to react to change productively and handle other tasks as assigned.
- Must maintain a valid driver's license.

SUPERVISORY RESPONSIBILITIES:

This position has no supervisory responsibilities.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

This job operates in an office and field environment. Exposure to: extreme heat and humidity working outdoors; temperature swings from indoor air conditioning to outdoors; fumes and odors of gases and exhaust; dust of households; storage spaces and environment; animal and human waste; toxic chemicals and hazardous waste; dissatisfied and potentially hostile individuals. Work is performed both in the office and in the field at various residential, commercial and public buildings, as well as vacant land.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Primary functions require sufficient physical ability to work in an office and field environment. Continuous sitting reaching below shoulder level, downward flexion of neck. Frequent walking, stationary standing, side-to-side turning of neck; transporting objects weighing up to 10 lbs. distances up to one mile; light grasp and finger press and pinch to manipulate office equipment, writing materials and computer keyboard. Occasional bending, stooping, squatting, climbing, reaching above and at shoulder level, kneeling, pushing/pulling, twisting at waist, upward flexion of neck; lifting objects up to 10 lbs. from below waist to above shoulder level; moderate handling and fine finger dexterity to manipulate equipment; power grasp to handle equipment and materials; twisting wrist to manipulate tools. Infrequent crawling, balancing above ground; lifting objects weighing 11 – 25 lbs. from below waist to above shoulder level and transporting distances of up to one mile; lifting objects weighing 26-50 lbs. from below waist to chest level; lifting objects weighing 51-75 lbs. from below waist to waist level; transporting objects weighing 26 – 50 lbs. distances of up to two feet; upper body strength to lift/pull body weight up into an attic or over a fence.

MINIMUM REQUIRED EDUCATION AND EXPERIENCE:

High School diploma or acceptable equivalent and five (5) years of related experience.

REQUIRED LICENSES AND CERTIFICATES:

Must maintain a valid driver's license.

CIVIL SERVICE MINIMUM QUALIFICATIONS: (Rule 4, Section 4.2)

For minimum qualifications established by the Mississippi Code, see Section 21-31-15.

CITY OF GAUTIER
Business Agenda Item #3
Fact Sheet

Council Meeting:	**September 19, 2017**
Title:	**Amendment to Contract between the City of Gautier, and the Gautier Firefighters Association, Local 3290 of the International Association of Firefighters, A.F.L.-C.L.O.-C.L.C**
Introduced by:	
Contact Person/Telephone	**City Manager 497-8000 ext. 306**

Summary Explanation: Approval of an amendment to Contract between the City of Gautier, Mississippi and the Gautier Firefighters Association, Local 3290 of the International Association of Firefighters, A.F.L.-C.I.O.-C.L.C.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the attached amendment to the Contract between the City of Gautier, Mississippi and the Gautier Firefighters Association, Local 3290 of International Association of Firefighters, A.F.L.-C.I.O.-C.L.C. is hereby approved.

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

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

AYES:

NAYS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 19, 2017.

AMENDMENT TO CONTRACT BETWEEN THE CITY OF GAUTIER, MISSISSIPPI AND THE GAUTIER FIREFIGHTERS ASSOCIATION, LOCAL 3290 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, A.F.L.-C.I.O.-C.L.C.

This Amendment forever revises and amends the Contract Between the City of Gautier, Mississippi and the Gautier Firefighters Association, Local 3290 of the International Association of Firefighters, A.F.L.-C.I.O.-C.L.C. entered on the 15th day of March, 2016 between the City of Gautier (hereinafter, "the City") and the Gautier Firefighters Association, Local 3290 (hereinafter, "the Union") governing the relationship and contractual obligations between the parties.

I. AMENDMENTS

1. Article 28 Wages, Section B shall be deleted in its entirety. The remaining Sections shall be numbered in sequential order following the deletion.

2. The Appendix relating to Wages shall be revised to reflect that Grade 9 Uncertified Hourly ranges shall be $10.00 to $10.50, and the Annual ranges for these positions shall be $24,960.00 to $26,208.00.

No other terms in the Contract or other amendments previously adopted by the City Council will be altered in any respect.

IN WITNESS THEREOF, the parties hereto, acting through their duly authorized representatives, have executed this Amendment on the dates appearing adjacent to their respective signatures.

_____ Date: _____
Mayor, City of Gautier

_____ Date: _____
President, Gautier Firefighters Association, Local 3290

_____ Date: _____
City Manager, City of Gautier

FIRE DEPARTMENT
PAY RANGES (2496 HOURS)
AMENDED 09/19/2017

GRADE 9 UNCERTIFIED

Hourly	$10.00		$10.50
Annual	$24,960.00		$26,208.00

GRADE 10 FIREFIGHTER

Hourly	$10.75		$18.00
Annual	$26,832.00		$44,928.00

GRADE 11 LIEUTENANT

Hourly	$13.00		$21.00
Annual	$32,448.00		$52,416.00

GRADE 12 CAPTAIN

Bi-Weekly	$1,435.20		$2,304.00
Annual	$37,315.20		$59,904.00

Promotions: 5% increase and place on new grade

CITY OF GAUTIER
Business Agenda Item #4
Fact Sheet

Council Meeting: September 19, 2017
Title: Authorize pay adjustments for City Employees.

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

Summary Explanation: Authorize pay adjustments for Administrative, Police and Fire Department personnel as allocated and approved in the City of Gautier FY 2018 Budget.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that pay adjustments allocated and approved for Administrative, Police and Fire Department personnel in the City of Gautier FY 2018 Budget are hereby authorized.

IT IS FURTHER ORDERED that said pay adjustments, excluding merit based adjustments, will be effective on the first pay cycle of October 06, 2017. The merit based adjustments budgeted per the Fire Union contract will be awarded upon receipt of appropriate documentation.

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

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

AYES:

NAYS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 19, 2017.

CITY OF GAUTIER
Business Agenda Item #5
Fact Sheet

Council Meeting: September 19, 2017
Title: Resolution to adopt the MEMA District 9 Regional Hazard Mitigation Plan

Introduced by:
Contact Person/Telephone Chief Robert Jones 497-8029

Summary Explanation: Resolution adopting the MEMA District 9 Regional Hazard Mitigation Plan which includes the City of Gautier, as well as George, Hancock, Harrison, Jackson, Pearl River, and Stone Counties and the participating municipalities within those counties. The plan is intended to help protect the citizens of the City of Gautier and reduce risk to hazard.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

RESOLUTION NUMBER 000-2017

RESOLUTION TO ADOPT THE
MEMA DISTRICT 9 REGIONAL HAZARD MITIGATION PLAN

WHEREAS, the City of Gautier is vulnerable to an array of natural hazards that can cause loss of life and damages to public and private property; and

WHEREAS, the City of Gautier desires to seek ways to mitigate situations that may aggravate such circumstances; and

WHEREAS, the development and implementation of a hazard mitigation plan can result in actions that reduce the long-term risk to life and property from natural hazards; and

WHEREAS, it is the intent of the Mayor and Council of the City of Gautier to protect its citizens and property from the effects of natural hazards by preparing and maintaining a local hazard mitigation plan; and

WHEREAS, it is also the intent of the Mayor and Council of the City of Gautier to fulfill its obligation under Section 322: Mitigation Planning, of the Robert T. Stafford Disaster Relief and Emergency Assistance Act to remain eligible to receive state and federal assistance in the event of a declared disaster affecting the City of Gautier; and

WHEREAS, the City of Gautier, in coordination with George, Hancock, Harrison, Jackson, Pearl River, and Stone Counties and the participating municipalities within those counties, has prepared a multi-jurisdictional hazard mitigation plan with input from the appropriate local and state officials;

WHEREAS, the Mississippi Emergency Management Agency and the Federal Emergency Management Agency have reviewed the MEMA District 9 Regional Hazard Mitigation Plan for legislative compliance and have approved the plan pending the completion of local adoption procedures;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Gautier hereby:

1. Adopts the MEMA District 9 Regional Hazard Mitigation Plan; and

2. Agrees to take such other official action as may be reasonably necessary to carry out the proposed actions of the Plan.

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

AYES:
NAYS:

Adopted on September 19, 2017.

_____
Phil Torjusen
Mayor
City of Gautier

ATTEST:

_____
Cynthia L. Russell
City Clerk
City of Gautier

CITY OF GAUTIER
MEMORANDUM

To: **Paula Yancey, Gautier City Manager**

From: **Robert Jones, Fire Chief**

Date: **August 29, 2017**

Subject: **Resolution to adopt the MEMA District 9 Regional Hazard Mitigation Plan**

REQUEST:
City Council action is requested to adopt the MEMA District 9 Regional Hazard Mitigation Plan.

BACKGROUND:
The MEMA District 9 Region is located in southern Mississippi on the Gulf Coast and includes the counties of George, Hancock, Harrison, Jackson, Pearl River, and Stone. This area is vulnerable to a wide range of natural hazards such as floods, drought, hurricanes, severe thunderstorms, and wildfires. It is also, vulnerable to human-caused hazards such as hazardous material spills. These hazards threaten the life and safety of residents in the MEMA District 9 Region and have the potential to damage or destroy both public and private property, disrupt the local economy, and impact the overall quality of life of individuals who live, work, and vacation in the MEMA District 9 Region. FEMA requires a final opportunity for public comment and an Adoption Resolution by the "Local Community".

DISCUSSION:
Natural hazards, such as hurricanes, floods, and tornadoes, are a part of the world around us. Their occurrence is natural and inevitable, and there is little we can do to control their force and intensity. We must consider these hazards to be legitimate and significant threats to human life, safety, and property. While the threat from hazardous events may never be fully eliminated, there is much we can do to lessen their potential impact upon our community and our citizens. By minimizing the impact of hazards upon our built environment, we can prevent such events from resulting in disasters. The concept and practice of reducing risks to people and property from known hazards is generally referred to as hazard mitigation. Adoption of this plan will allow Gautier to receive final approval from FEMA, therefore making Gautier eligible for several of the disaster-related funding streams available through FEMA.

RECOMMENDATION:
Staff recommends City Council adopt the resolution approving the MEMA District 9 Regional Hazard Mitigation Plan.

ATTACHMENT:
Advertisement Flyer

Open Public Meeting Advertisement for the City of Gautier Hazard Mitigation Plan

On Tuesday September 19, 2017, the Mayor and Council of the City of Gautier, Mississippi will hold a meeting to adopt the MEMA District 9 Regional Hazard Mitigation Plan which includes the City of Gautier, as well as George, Hancock, Harrison, Jackson, Pearl River, and Stone Counties and the participating municipalities within those counties. This plan is intended to help protect the citizens of the City of Gautier and reduce risk to hazards.

The plan is available for public viewing and comment online at the following website:

http://memad2hmp.weebly.com/

If you have any questions or comments, they can be directed through the website.

Note: This flyer was displayed for public view and copies were made available for citizens to pick up at the following locations.

Gautier City Hall, 3330 U. S. Highway 90

Gautier Central Fire Station, 2502 College Circle

Gautier Public Library, 2100 Library Lane

Gautier Police Department, 3329 U. S. Highway 90

Gautier Water & Sewer Department, 3305 Gautier/Vancleave Road

Flyer was also posted to the City of Gautier website along with City of Gautier sponsored social media.

CITY OF GAUTIER
Business Agenda Item #6
Fact Sheet

Council Meeting: September 19, 2017
Title: Consideration of a Property Owner Initiated Rezoning of Property from a C-2 Community Commercial to an I-2 Industrial District located at 2965 Old Spanish Trail consisting of PIDN #82435240.080, 82435240.085, and 82435160.055. (GPC # 17-09-RZ)

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

Summary Explanation: Consideration of a request from Bridget Booth, agent for Mississippi Lock Storage LLC. for a Rezoning of property generally described as 2965 Old Spanish Trail from a C-2 Community Commercial to an I-2 Industrial District. The request for the rezoning consists of approximately 2.97 acres and includes PIDN#82435240.080, 82435240.085, and 82435160.055. The application fee of $300 was paid on June 8, 2017. All public notice requirements have been met.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDINANCE NUMBER 000-2017

AN ORDINANCE OF THE CITY OF GAUTIER, MISSISSIPPI, RELATING TO THE REZONING OF 2.97 ACRES MORE OR LESS TO I-2 INDUSTRIAL DISTRICT; GENERALLY DESCRIBED AS 2965 OLD SPANISH TRAIL INCLUDING PIDN # 82435240.080, 82435240.085, AND 82435160.055; MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; 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 17-1-5, Mississippi Code Annotated Section 17-1-15 (1972), Mississippi Statutes.

The City Council of Gautier finds that a rezoning is necessary. A public hearing was held before the Gautier Planning Commission on September 7, 2017, after giving due public notice pursuant to the Public Hearing Process of the City's Unified Development Ordinance, and the Commission recommended that Council deny the change for a zoning map amendment to adopt the I-2 Industrial.

SECTION 2. PROPERTY REZONED.
The property generally described as Section 35, township 7 south, Range 7 West, Gautier, Jackson County, Mississippi and more particularly described as follows: commencing at the Southeast corner of section 35; thence North 261.77 feet to the north right-of-way of CSX Railroad; thence North 76 degrees 44 minutes West along said right-of-way 3313.74 feet to set ½" rebar at the Point of Beginning, said point also being the Southeast corner of that property described in Deed Book 642, page 11; thence North 76 degrees 44 minutes West along the north right-of-way of the CSX Railroad 264.28 feet to a set ½" rebar; thence North 0 degrees 18 minutes 44 seconds East 112.16 feet to a set ½" rebar; thence North 80 degrees 19 minutes 11 seconds West 1285 feet to a set ½" rebar; thence North 10 degrees 20 minutes East along a fence 363.58 feet to set rebar on the south right-of-way of Old Spanish Trail; thence South 76 degrees 44 minutes East along the south right-of-way of Old Spanish Trail 275.87 feet to a found ½" rebar; thence South 10 degrees 10 minutes 30 seconds West 475.00 feet to the point of Beginning.. Being part of that property described in Deed Book 642, page 11 and Deed Book 1713, page 577.

Also a 20 foot wide easement for ingress and egress described as follows: Commencing at the southeast corner of tract 1; thence North 76 degrees 44 minutes West along the north right-of-way of the CSX Railroad 264.28 feet; thence North 10 degrees 18 minutes 44 seconds East 14.45 feet to the Point of Beginning; thence North 75 degrees 50 minutes West 194.09 feet to the east right-of-way of Dolphin Drive; thence North 10 degrees 10 minutes 30 seconds East along the east right-of-way of Dolphin Drive 20.05 feet; thence South 75 degrees 50 minutes East 194.14 feet to the west line of Tract 1; thence South 10 degrees 18 minutes 44 seconds West 20.05 feet to the Point of Beginning. Jackson County Parcel No. 82435240.080, 82435240.085, AND 82435160.055 which is comprised of approximately 2.97 acres, is hereby rezoned to I-2 Industrial.

SECTION 3. FINDINGS OF FACT.
The City Council finds that the character of the surrounding area has changed to such an extent to justify rezoning AND that there is a public need for additional property to be zoned I-2 Industrial.

SECTION 4. ZONING MAP AMENDMENT. The Official Zoning Map of the City of Gautier is hereby amended to include a change of classification from C-2 Community Commercial to I-2 Industrial for property identified as Jackson County Parcel No. 82435240.080, 82435240.085, AND 82435160.055.

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

ADOPTED: _____ _____

Phil Torjusen, Mayor

ATTEST:

_____ _____

Cynthia Russell, City Clerk **Josh Danos, City Attorney**

Codification Instructions: Not Codified.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager

From: Scott Ankerson, Planning Director

Date: September 11, 2017

Subject: Consideration of a Property Owner Initiated Rezoning of Property from a C-2 Community Commercial to an I-2 Industrial District located at 2965 Old Spanish Trail consisting of PIDN # 82435240.080, 82435240.085, and 82435160.055.

REQUEST:

The Planning Department has received a request from Bridget Booth, agent for Mississippi Lock Storage LLC for a Rezoning of property generally described as 2965 Old Spanish Trail from a C-2 Community Commercial to an I-2 Industrial District. The request for the rezoning consists of approximately 2.97 acres and includes PIDN# 82435240.080, 82435240.085, and 82435160.055. The application fee of $300 was paid on June 8, 2017. All public notice requirements have been met.

DISCUSSION:

1. Location: 2965 Old Spanish Trail. (See Exhibit A)

2. Existing Zoning: C-2 Community Commercial. (See Exhibit B)

> *UDO 5.3.8 C-2 Community Commercial District—Purpose and Intent. The purpose and intent of this district is to provide areas of medium density commercial including a mixture of retail, professional services, and studios which cluster together. Community Commercial Districts are located primarily along transportation collectors such as Gautier Vancleave. The co-location of professional services and civic uses shall be encouraged to strengthen industry and provide an attractive, pedestrian scale commercial corridor into the City.*

3. Existing Land Use: Commercial-Retail. (See Exhibit C)

4. Future Land Use: High Impact Commercial. (See Exhibit D)

DATA AND ANALYSIS

Property requested for Rezoning: PID #8243524.080, 82435240.085, and 82435160.055

Location: Ward 2

Current Zoning of the Request Property: C-2 Community Commercial

Current surrounding existing land use and zoning:

	Current Land Use	Zoning District
North	Vacant Lot, Wooded	TC-Town Center
South	Vacant Lot	I-2 Industrial
East	Commercial, Bowling Alley	C-2 Community Commercial
West	Commercial, Cabinet Shop	C-2 Community Commercial

Surrounding Future Land Use Map (FLUM) designations according to the Comprehensive Plan:

	FLUM Designation
North	Town Center
South	Industrial
East	High Impact Commercial
West	High Impact Commercial

HISTORY:

Prior to 2011, the Request Property was zoned I-2 Industrial. In 2011, the City initiated a Comprehensive Re-Zoning of many parcels along Old Spanish Trail. The request property was included in this City initiated Comprehensive Re-zoning. In 2011, the Planning Commission directed Staff to begin implementing comprehensive rezoning based on the Comprehensive Plan's land use designations. Based on Staff's recommendations at that time, the Planning Commission's findings were that the subject area was not in accordance with the Comprehensive Plan, that there was a need for additional lands in the City to be designated C-2 Community Commercial to implement the Comprehensive Plan's High Impact Commercial land use, and that scattered existing uses were inharmonious with the character of the current zoning and to the 2009 Comprehensive Plan. Based on the analyses of the site data, existing and future land use maps, impact on the availability of infrastructure, consistency with the Comprehensive Plan, and the appropriateness of the request relevant to the criteria established by Section 4.16 of the Unified Development Ordinance, the City Council approved the Rezoning of the subject area to C-2 Community Commercial.

REVIEW CRITERIA:

To determine the appropriateness of the request, the City Council shall study and consider the following criteria to determine 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.

STAFF RECOMMENDATION:

Staff finds that the property was re-zoned in 2011 from I-2 Industrial to C-2 Community Commercial, thus eliminating a mistake in the original zoning as criteria for rezoning the subject property. Furthermore Staff finds very little change in the character of the surrounding area based on the study of prior land uses and current land uses of the subject property and surrounding properties.

CONCLUSION AND RECOMMENDATION:

The Planning Commission recommends that City Council deny the rezoning request.

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 I-2 Industrial District; or
2. Deny the Rezoning.

ATTACHMENTS:

1. Draft Ordinance
2. Staff Report as Submitted to the GPC with Back-Up
3. GPC Minutes Excerpt Dated September 7, 2017.
4. Planning Commission Packet with back-up documents.

Excerpt from September 7, 2017 GPC Meeting

REQUEST: Amendment of the Official Zoning Map of the City of Gautier, Mississippi by Bridget Booth, agent for Mississippi Lock Storage LLC. The request is to rezone 2965 Old Spanish Trail, Parcel ID# 82435240.080 and 82435240.085, and 82435160.055 from C-2, Community Commercial to I, Industrial. (GPC #17-09-RZ).

Scott Ankerson, Planning Director/Building Official, gave a brief overview of the case. The Planning Department has received a request from Bridget Booth, agent for Mississippi Lock Storage LLC for a Rezoning of property generally described as 2965 Old Spanish Trail from a C-2 Community Commercial to an I-2 Industrial District. The request for the rezoning consists of approximately 2.97 acres and includes PIDN# 82435240.080, 82435240.085, and 82435160.055. The application fee of $300 was paid on June 8, 2017. All public notice requirements have been met.

The purpose and intent of this district is to provide areas of medium density commercial including a mixture of retail, professional services, and studios which cluster together. Community Commercial Districts are located primarily along transportation collectors such as Gautier Vancleave. The co-location of professional services and civic uses shall be encouraged to strengthen industry and provide an attractive, pedestrian scale commercial corridor into the City.

Prior to 2011, the Request Property was zoned I-2 Industrial. In 2011, the City initiated a Comprehensive Re-Zoning of many parcels along Old Spanish Trail. The request property was included in this City initiated Comprehensive Re-zoning. In 2011, the Planning Commission directed Staff to begin implementing comprehensive rezoning based on the Comprehensive Plan's land use designations. Based on Staff's recommendations at that time, the Planning Commission's findings were that the subject area was not in accordance with the Comprehensive Plan, that there was a need for additional lands in the City to be designated C-2 Community Commercial to implement the Comprehensive Plan's High Impact Commercial land use, and that scattered existing uses were inharmonious with the character of the current zoning and to the 2009 Comprehensive Plan. Based on the analyses of the site data, existing and future land use maps, impact on the availability of infrastructure, consistency with the Comprehensive Plan, and the appropriateness of the request relevant to the criteria established by Section 4.16 of the Unified Development Ordinance, the City Council approved the Rezoning of the subject area to C-2 Community Commercial.

Staff finds that the property was re-zoned in 2011 from I-2 Industrial to C-2 Community Commercial, thus eliminating a mistake in the original zoning as criteria for rezoning the subject property. Furthermore Staff finds very little change in the character of the surrounding area based on the study of prior land uses and current land uses of the subject property and surrounding properties.

After a brief discussion, the following motion was made:

Chairman Dailey made the motion to deny the rezoning based on the fact that the character of the area has not changed and there is no demonstration of a public need for additional property to be zoned I, Industrial. **Commissioner Hunter** seconded the motion and the following vote was recorded:

AYES:	**Larry Dailey** **Jimmy Green** **Paul Gainer** **Kay C. Jamison** **James Lee** **John Hunter**
NAYS:	**None**
ABSENT:	**Christopher Scruggs**

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

September 07, 2017

Rezoning

VII. NEW BUSINESS

1. Amendment of the Official Zoning Map of the City of Gautier, Mississippi by Bridget Booth, agent for Mississippi Lock Storage LLC. The request is to rezone 2965 Old Spanish Trail, Parcel ID #'s 82435240.080, and 82435240.085, and 82435160.055 from C-2, Community Commercial to I, Industrial. (GPC # 17-09-RZ)

EXHIBIT E

OLD SPANISH TR
777:35-03-0001.00
OLD SPANISH TR GAUTIER
MS LOCK STORAGE
MS LOCK STORAGE
777.35-03-0037.00
OLD SPANISH TR
3109 OLD SPANISH TR GAUTIER
HENDLEY
3001 OLD SPANISH TR
3001 OLD SPANISH TR GAUTIER
777.35-03-0038.00
3200 DOLPHIN DR GAUTIER
777:35-03-0038.01
2965 OLD SPANISH TR GAUTIER
777:35-03-0038.02
2965 OLD SPANISH TR GAUTIER
777:35-03-0038.03
777:35-03-0037.01
20FT EASEMENT
DOLPHIN
2909 OLD SPANISH TR
777.35-03-0038.05
2909 OLD SPANISH TR GAUTIER
DOLPHIN DR GAUTIER
777:35-03-0038.04
2965 OLD SPANISH TR
MALLETTE
777:35-03-0039.00M
DOLPHIN DR GAUTIER
MS LOCK STORAGE
DOLPHIN DR GAUTIER
777:35-03-0038.06
1 inch = 76 feet
0 10 20 40 60 80
Feet

GAUTIER PUBLIC HEARING PROCESS (PLANNING COMMISSION)

Planning Commission Chairman to follow procedure below. All questions/comments to be directed to the Council and not to applicant, staff, or other attendees of the meeting.

1. Chairman announces the case.

2. Chairman makes statement, “This is a Public Hearing and all statements to be made need to be true and accurate for the record.”

3. Staff gives brief overview of case.

4. Applicant presents their case.

5. Anyone to speak in support of the Request? Please state your name and address for the record.

6. Anyone to speak in opposition of the Request? Please state your name and address for the record.

7. Any final comments from the applicant?

8. Questions from Commission?

9. Chairman closes public hearing – “This closes the Public Hearing portion of this case” bang of gavel

10. Motion/Deliberation/Vote

CITY OF GAUTIER
STAFF REPORT

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director/Building Official

Date: August 9, 2017

Subject: Consideration of a Property Owner Initiated Rezoning of Property from a C-2 Community Commercial to an I-2 Industrial District located at 2965 Old Spanish Trail consisting of PIDN # 82435240.080, 82435240.085, and 82435160.055.

REQUEST:

The Planning Department has received a request from Bridget Booth, agent for Mississippi Lock Storage LLC for a Rezoning of property generally described as 2965 Old Spanish Trail from a C-2 Community Commercial to an I-2 Industrial District. The request for the rezoning consists of approximately 2.97 acres and includes PIDN# 82435240.080, 82435240.085, and 82435160.055. The application fee of $300 was paid on June 8, 2017. 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:

1. Location: 2965 Old Spanish Trail. (See Exhibit A)

2. Existing Zoning: C-2 Community Commercial. (See Exhibit B)

> *UDO 5.3.8 C-2 Community Commercial District—Purpose and Intent. The purpose and intent of this district is to provide areas of medium density commercial including a mixture of retail, professional services, and studios which cluster together. Community Commercial Districts are located primarily along*

transportation collectors such as Gautier Vancleave. The co-location of professional services and civic uses shall be encouraged to strengthen industry and provide an attractive, pedestrian scale commercial corridor into the City.

3. Existing Land Use: Commercial-Retail. (See Exhibit C)

4. Future Land Use: High Impact Commercial. (See Exhibit D)

DATA AND ANALYSIS:

Property requested for Rezoning: PID #8243524.080, 82435240.085, and 82435160.055

Location: Ward 2

Current Zoning of the Request Property: C-2 Community Commercial

Current surrounding existing land use and zoning:

	Current Land Use	Zoning District
North	Vacant Lot, Wooded	TC-Town Center
South	Vacant Lot	I-2 Industrial
East	Commercial, Bowling Alley	C-2 Community Commercial
West	Commercial, Cabinet Shop	C-2 Community Commercial

Surrounding Future Land Use Map (FLUM) designations according to the Comprehensive Plan:

	FLUM Designation
North	Town Center
South	Industrial
East	High Impact Commercial
West	High Impact Commercial

HISTORY:

Prior to 2011, the Request Property was zoned I-2 Industrial. In 2011, the City initiated a Comprehensive Re-Zoning of many parcels along Old Spanish Trail. The request property was included in this City initiated Comprehensive Re-zoning. In 2011, the Planning Commission directed Staff to begin implementing comprehensive rezonings based on the Comprehensive Plan's land use designations. Based on Staff's recommendations at that time, the Planning Commission's findings were that the subject area was not in accordance with the Comprehensive Plan, that there was a need for additional lands in the City to be designated C-2 Community Commercial to implement the Comprehensive Plan's High Impact Commercial land use, and that scattered existing uses were inharmonious with the character of the current zoning and to the

2009 Comprehensive Plan. Based on the analyses of the site data, existing and future land use maps, impact on the availability of infrastructure, consistency with the Comprehensive Plan, and the appropriateness of the request relevant to the criteria established by Section 4.16 of the Unified Development Ordinance, the City Council approved the Rezoning of the subject area to C-2 Community Commercial.

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.

STAFF RECOMMENDATION:

Staff finds that the property was re-zoned in 2011 from I-2 Industrial to C-2 Community Commercial, thus eliminating a mistake in the original zoning as criteria for rezoning the subject property. Furthermore Staff finds very little change in the character of the surrounding area based on the study of prior land uses and current land uses of the subject property and surrounding properties.

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. Recommend that City Council approve to Rezone the subject area to I-2 Industrial; or
2. Recommend that City Council deny the Rezoning.

ATTACHMENTS:

Exhibit 1 – Applicant's Application

Exhibit 2 – Ordinance, Planning Commission and Council Reports with supporting documentation from 2011 Rezoning

Exhibit A – Location Map

Exhibit B – Existing Zoning Map

Exhibit C – Existing Land Use Map

Exhibit D – Future Land Use Map

Exhibit E – Updated Parcel Information (Jackson County)

GAUTIER, MISSISSIPPI

ECONOMIC DEVELOPMENT/PLANNING DEPARTMENT

PUBLIC HEARING APPLICATION

Public Hearing Number

GPC# 17-09-RZ

TO BE HEARD BY GAUTIER PLANNING COMMISSION:		FEE:
Zoning Change	✓	$300.00
Zoning Change (Comp.)		$300.00
Major Development		$100.00
Variance		$175.00
Appeal to Staff Decision		$100.00

****

TO BE HEARD BY ECONOMIC DEVELOPMENT/PLANNING DIRECTOR ON STAFF REVIEW:		FEE:
Administrative Variance		$100.00

Name of Applicant : Bridget Booth, agent for Mississippi Lock Storage LLC

Name of Business: Gautier Lock Storage Phone: (228) 497-0777

Property Address: 2965 Old Spanish Trail Mailing Address (if Different):

E-Mail Address: gautierlockstorage@gmail.com

Reason for request, location and intended use of Property: Property zoned incorrectly for both intended structure use and character of neighborhood.

ATTACHMENTS REQUIRED AS APPLICABLE:

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

X 2. A detailed project narrative.

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

___ 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.

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

Signature of Applicant: Bridget B Date of Application: 8 June, 2017

FOR OFFICE USE ONLY

Date Received 6/8/17 Verify as Complete

Fee Amount Received 300.00 Initials of Employee Receiving Application RM

Bridget Booth
Gautier Lock Storage
2965 Old Spanish Trail
Gautier MS 39553

(228) 497-0777
gautierlockstorage@gmail.com

8 June, 2017

Planning and Building Department

Enclosure: Deed with map, fee, application

To whom it may concern:

I am acting as an agent on behalf of Mississippi Lock Storage LLC, dba Gautier Lock Storage. We are requesting a zoning change for the property at 2965 Old Spanish Trail from the current designation of C-2 to I-2.

The I-2 zoning has been applied to the property in the past. It would also bring the property in-line with the other industrial sites that surround it (i.e. Vulcan Materials, Waste Oil Collectors). It would also increase the likelihood that we can find tenants for whom the warehouses on the southern part of the property will be appropriate. As the property is zoned now, the warehouses are exceedingly difficult to lease, which is resulting in a loss of revenue for our business.

We are seeking a Zoning Map Change for the above property. Both criteria outlined in UDO§4.15.3(A) and UDO§4.15.3(B) apply to 2965 Old Spanish Trail. The property was zoned incorrectly, in a manner that runs counter to the original intent of the existing structures. As the property is currently zoned, it also fails to fit the character of the other businesses that line Old Spanish Trail.

Resolving this issue is for the benefit of all parties. We will be able to collect income from potential warehouse tenants. The city will have a larger business tax base, as new rental space will be made available.

Looking forward,

Bridget Booth
Property Manager, Gautier Lock Storage

15

OFFICIAL RECORDS JACKSON COUNTY
Josh Eldridge
CHANCERY CLERK
RECORDING FEE: $12.00
#201701693 BK:1840 PG:734-748
02/03/2017 10:12:40 AM 15 PGS
RVANHORN,DC Rcpt#2066

201701693 15 PGS

INDEXING INSTRUCTIONS: See Exhibit "A" 35-7-7

Prepared By:
Andy J. Alfonso, III
Attorney at Law
2112 Bienville Blvd., Suite H1
Ocean Springs, MS 39564
(228) 818-5552

Return to:
Andy J. Alfonso, III
Attorney at Law
2112 Bienville Blvd., Suite H1
Ocean Springs, MS 39564
(228) 818-5552

STATE OF MISSISSIPPI
COUNTY OF JACKSON

WARRANTY DEED

FOR AND CONSIDERATION of the sum of TEN AND NO/100 DOLLARS ($10.00), cash in hand paid and other good, legal and valuable considerations, the receipt of all of which is hereby acknowledged, the undersigned

John M. Hendley
2965 Old Spanish Trail, Gautier, MS 39553
3200 Dolphin Dr. Gautier MS
228-860-9505 39553

does hereby sell, convey and warranty unto

Mississippi Lock Storage, LLC, a Utah Limited Liability Company (a 63.8989% undivided interest), and The Janis O. Sterret Trust, dated August 23, 1999 (a 36.1011% undivided interest)
724 West 500 South, #800, West Bountiful, UT 84087
(801) 0292-1400

as tenants in common the land and property situated in the County of Jackson, State of Mississippi, described as follows, to-wit:

See Exhibit "A"

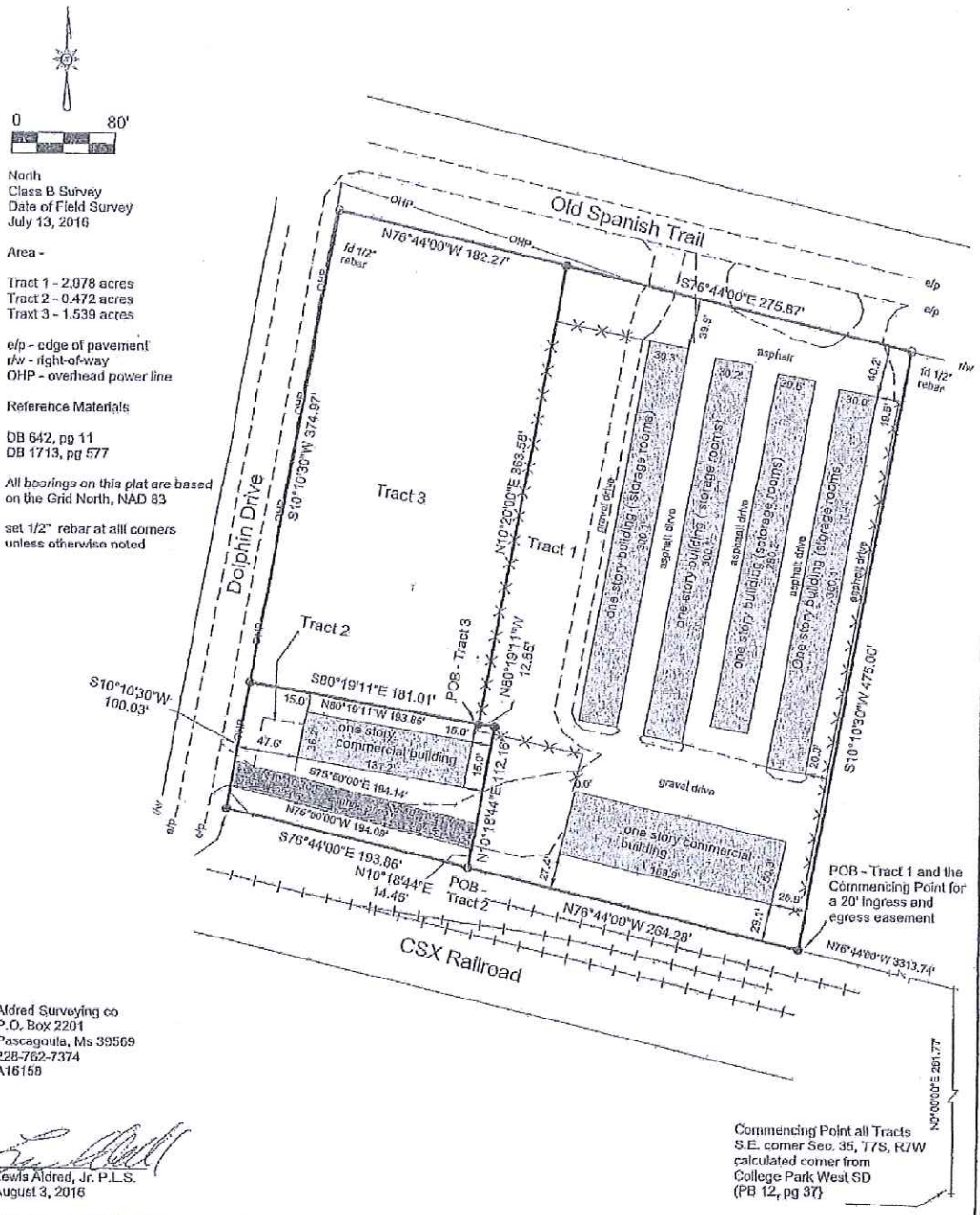
Tract 1

Description: A tract of land situated in Section 35, Township 7 South, Range 7 West, Gautier, Jackson County, Mississippi and more particularly described as follows: Commencing at the Southeast corner of Section 35; thence North 261.77 feet to the north right-of-way of the CSX Railroad; thence North 76 Degrees 44 minutes West along said right-of-way 3313.74 feet to set 1/2" rebar at the Point of Beginning, said point also being the Southeast corner of that property described in Deed Book 642, page 11; thence North 76 degrees 44 minutes West along the north right-of-way of the CSX Railroad 264.28 feet to a set 1/2" rebar; thence North 0 degrees 18 minutes 44 seconds East 112.16 feet to a set 1/2" rebar; thence North 80 degrees 19 minutes 11 seconds West 12.85 feet to a set 1/2" rebar; thence North 10 degrees 20 minutes East along a fence 363.58 feet to a set rebar on the south right-of-way of Old Spanish Trail; thence South 76 degrees 44 minutes East along the south right-of-way of Old Spanish Trail 275.87 feet to a found 1/2" rebar; thence South 10 degrees 10 minutes 30 seconds West 475.00 feet to the Point of Beginning.. Being part of that property described in Deed Book 642, page 11 and Deed Book 1713, page 577.

Also a 20 foot wide easement for ingress and egress described as follows: Commencing at the southeast corner of Tract 1; thence North 76 degrees 44 minutes West along the north right-of-way of the CSX Railroad 264.28 feet; thence North 10 degrees 18 minutes 44 seconds East 14.46 feet to the Point of Beginning'; thence North 75 degrees 50 minutes West 194.09 fee to the east right-of-way of Dolphin Drive; thence North 10 degrees 10 minutes 30 seconds East along the east right-of-way of Dolphin Drive 20.05 feet; thence South 75 degrees 50 minutes East 194.14 feet to the west line of Tract 1; thence South 10 degrees 18 minutes 44 seconds West 20.05 feet to the point of Beginning.

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

EXHIBIT "A" - LEGAL DESCRIPTION



North
Class B Survey
Date of Field Survey
July 13, 2016

Area -

Tract 1 - 2.078 acres
Tract 2 - 0.472 acres
Traxt 3 - 1.539 acres

e/p - edge of pavement
r/w - right-of-way
OHP - overhead power line

Reference Materials

DB 642, pg 11
DB 1713, pg 577

All bearings on this plat are based on the Grid North, NAD 83

set 1/2" rebar at alll corners unless otherwise noted

Aldred Surveying co
P.O. Box 2201
Pascagoula, Ms 39569
228-762-7374
A16158

Lewis Aldred, Jr. P.L.S.
August 3, 2016

Traverse.PG

As a party to the property deed, I consent to the rezoning application. I also authorize Bridget Booth as an agent to proceed with this process.

Marcus Smoot		6-8-17
Print Name	Signature	Date
MORRIS R. STERRETT	Morris R Sterrett	6-8-2017
Print Name	Signature	Date

EXHIBIT 2 COPY

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

ORDINANCE NUMBER 196-2011

AN ORDINANCE OF THE CITY OF GAUTIER, MISSISSIPPI, RELATING TO THE COMPREHENSIVE REZONING OF ±120.18 ACRES MORE OR LESS TO C-2 COMMUNITY COMMERCIAL; GENERALLY DESCRIBED AS PROPERTIES SOUTH OF OLD SPANISH TRAIL, NORTH OF THE RAILROAD TRACKS, EAST OF LADNIER ROAD APPROXIMATELY 1107 FEET AND WEST OF BEASLEY ROAD APPROXIMATELY 1046 FEET, EXCLUDING THE PROPERTY GENERALLY KNOWN AS MALLETTE BROTHERS CONSTRUCTION; MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; 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 17-1-5, Mississippi Code Annotated Section 17-1-15 (1972), Mississippi Statutes.

The City Council of Gautier finds that a comprehensive rezoning is necessary to implement the City's Comprehensive Plan adopted the 16th day of June 2009. A public hearing was held before the Gautier Planning Commission on April 7, 2011, and the Commission recommended that Council approve the change for a zoning map amendment to adopt the C-2 Community Commercial District. The City Council has conducted a public hearing on April 19, 2011 after giving due public notice pursuant to the Public Hearing Process of the City's Unified Development Ordinance. The requested rezoning is consistent with the City's Comprehensive Plan.

SECTION 2. PROPERTY REZONED.
The property generally described as properties south of Old Spanish Trail, north of the railroad tracks, east of Ladnier Road approximately 1107 feet and west of Beasley Road approximately 1046 feet, excluding the property generally known as Mallette Brothers Construction, is hereby rezoned to C-2 Community Commercial District.

SECTION 3. FINDINGS OF FACT.
The Planning Commission finds that the existing zoning in the subject area is not in accordance with the Comprehensive Plan in that the existing zoning is I-2 and R-1 zoning and the Comprehensive Plan re-designates this area to Industrial and High Impact Commercial; and

The Planning Commission finds that there is a need for additional lands in the City to be designated C-2 to implement the Comprehensive Plan's High Impact Commercial land use. As existing commercial areas are being rezoned to new zoning districts such as TCMU, MURC-1 and MURC-2 there is a need for more High Impact Commercial as designated by the Comprehensive Plan; and

The Planning Commission finds that the location of a construction office, a church, a landscaping business and several homes is inharmonious with the character of the current

COPY

Gautier Planning Commission

Regular Meeting Agenda

April 7, 2011

VII. NEW BUSINESS

A. QUASI-JUDICIAL

1. REQUEST FOR A COMPREHENSIVE REZONING OF PROPERTIES TO C-2 COMMUNITY COMMERCIAL (STAFF) GPC CASE #11-08-RZ

Synopsis: This is a city-initiated comprehensive rezoning of properties to C-2 Community Commercial. The properties are generally described as properties south of Old Spanish Trail, north of the railroad tracks, east of Ladnier Road approximately 1107 feet and west of Beasley Road approximately 1046 feet, excluding the property generally known as Mallette Brothers Construction.

COPY

QUASI-JUDICIAL PROCEDURES

1. Announcement of Matter. Read the matter title to be considered.

2. Swear the Witnesses. All witnesses, parties, citizen participants and City Staff who plan to speak at the hearing shall collectively be sworn at the beginning of the hearing by the City Attorney

3. Ex Parte Disclosure. All members must disclose on the record any ex parte communications, to include any physical inspections of the subject property. The disclosure should include with whom any communication has taken place, a summary of the substance of the communication, and the date of the site visit, if any. If anyone has received written communications, the writing must be presented, read into record or a copy provided to all participants, and made a part of the official record.

4. Applicant Presentation.

5. Questions directed to Applicant. The applicant should answer any questions by the public, the Council, or others.

6. Staff Presentation. This includes presentation of the staff report into the official record.

7. Objections from Applicant. Confirm whether there are objections from the applicant regarding the staff report or development order.

8. Questions directed to Staff. The staff answers any questions by the public, the Council, or others.

9. Public Comments. Members of the public should be allowed to make comments regarding the application.

10. Applicant rebuttal/final comments

11. Staff rebuttal/final comments

12. Call for final questions.

13. Close public portion of the hearing.

14. Motion & Deliberation. Council makes a motion, and debates and deliberates regarding the application and development order.

15. Vote.

16. Close the quasi-judicial proceeding.

COPY

CITY OF GAUTIER
STAFF REPORT

To: Gautier Planning Commission Chairperson and Members

From: Babs Logan, Planning Technician

Thru: Samantha D. Abell, Planning and Economic Development Director

Date: March 30, 2011

Subject: Consideration of a City-Initiated Comprehensive Rezoning of Properties Comprising ±120.18 Acres to C-2 Community Commercial.

REQUEST:

The Planning Commission has directed Staff to begin implementing comprehensive rezonings based on the Comprehensive Plan's land use designations. The purpose of this city-initiated rezoning is to rezone lands along Old Spanish Trail that have been zoned Industrial, and a few parcels that have been zoned R-1, since before the City's 2002 annexation to C-2 Community Commercial. The Comprehensive Plan adopted by the City in 2009 designates part of this area as high impact commercial. The area to be rezoned is located south of Old Spanish Trail, north of the railroad tracks, east of Ladnier Road approximately 1107 feet and west of Beasley Road approximately 1046 feet, excluding the property generally known as Mallette Brothers Construction.

BACKGROUND:

Section 4.16 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 comprehensive rezoning and shall make an advisory recommendation to the City Council as to the need and justification for the change and the relationship of the proposed change to the goals, objectives and policies of the Comprehensive Plan. The GPC shall include in its recommendation to the City Council findings and any information which it deems is relevant to issues relating to the proposed rezoning.

Following a March 23rd advertised public hearing by the GPC on April 7th, the Ordinance to amend the City's Official Zoning Map will be considered for approval by the City Council on April 19th.

DISCUSSION:

The Comprehensive Plan's Future Lane Use Element establishes the general land use designation for High Impact Commercial thus:

> *High Impact Commercial—Areas that cater to vehicular traffic, contain larger buildings and have a greater impact on adjacent areas. Retail stores in these areas offer a wider range of goods than a low-impact center and serve the entire community. They may include big box and strip retail centers, restaurants, fast food and/or office uses. High impact commercial areas require infrastructure to support heavy traffic and should be located near intersections of arterial streets on major thoroughfares. High impact commercial centers may be located adjacent to regional centers or one to two miles apart. They are not appropriate within residential areas but may exist as a commercial corridor where the design of such a center complements or enhances the function of the roadway and adjacent areas. The Lowe's Home Store is an example of a high impact commercial area.*

The C-2 Community Commercial district is described in the UDO thus:

5.3.8 C-2 Community Commercial District

> *Purpose and intent. The purpose of this district is to provide areas of medium density commercial including a mixture of retail, professional services, and studios which cluster together. Community Commercial Districts are located primarily along transportation collectors such as Gautier-Vancleave. The co-location of professional services and civic uses shall be encouraged to strengthen industry and provide an attractive, pedestrian scale commercial corridor into the City.*

The table on page 5 shows the density and intensity for the C-2 District as well as existing zoning districts.

DATA AND ANALYSIS:

PIDN	NAME	LOCATION	ACREAGE
82434043.000	WASTE OIL COLLECTOR'S INC	OLD SPANISH TR GAUTIER	0.60
82434045.000	WASTE OIL COLLECTORS INC	3817 OLD SPANISH TR GAUTIER	3.68
82434040.000	YOUNG DON GRAY & ELSIE ROSE	OLD SPANISH TR GAUTIER	1.50
82434041.000	MCVEAY RILEY J & DIMPLE R	3809 OLD SPANISH TR GAUTIER	1.50
82434037.000	VETERANS OF FOREIGN WARS	3803 OLD SPANISH TR GAUTIER	0.91

82434038.000	VETERANS OF FOREIGN WARS	3803 OLD SPANISH TRAI GAUTIER	0.73
82434036.000	CUMBEST RUTH	3721 OLD SPANISH TR GAUTIER	4.00
82434035.000	WALKER EVELYNE MARIE	OLD SPANISH TR GAUTIER	7.00
82434039.000	PIERCE JOSEPH D & CAROLYN F	3803 OLD SPANISH TR GAUTIER	0.57
82435240.160	BATTLEY TED M	3109 OLD SPANISH TR GAUTIER	3.40
82435240.100	HOLBERT CHARLES R	OLD SPANISH TRAIL GAUTIER	5.00
82435240.125	NGUYEN TONY & CA NGO	OLD SPANISH TR GAUTIER	9.92
82435240.050	SINGING RIVER BAPTIST CHURCH	OLD SPANISH TR GAUTIER	2.18
82435240.075	HENDLEY JOHN M	2965 OLD SPANISH TRAIL GAUTIER	5.00
82434034.000	LONG STEPHANIE PADGETT	3521 OLD SPANISH TR GAUTIER	0.87
82434031.000	OSBORN CHARLOTTE R	3501 OLD SPANISH TRAIL GAUTIER	4.67
82434030.000	FREEMAN ROYCE E	OLD SPANISH TR GAUTIER	4.53
82435210.000	CUMMINS MAYRON I & FANNIE	3329 OLD SPANISH TR GAUTIER	0.88
82435180.000	STEVENSON BETSY ROSS	HAKES RD GAUTIER	0.32
82435220.000	DISMISS HOLDINGS INC	OLD SPANISH TRAIL GAUTIER	5.00
82435170.000	MERRILL MICHAEL	3312 HAKES RD GAUTIER	0.32
82435240.170	GARRETT WILLIAM C	OLD SPANISH TRAIL GAUTIER	3.00
82435210.050	STEELE JANIE L C	3305 HAKES RD GAUTIER	0.52
82435200.000	BALIUS DONALD EUGENE & DOROTHY	3308 HAKES RD GAUTIER	0.32
82435210.025	RATLIFF MONA FAYE C SELF	3301 HAKES RD GAUTIER	0.60
82435190.000	JOHNSON BARBARA A	HAKES RD GAUTIER	0.58
82435240.130	MISSJACK COMPANY	OLD SPANISH TR GAUTIER	3.81
82436070.000	WEILBACHER ARMAND E & DORIS H	LADNIER RD GAUTIER	12.65
82436075.080	SCI MISSISSIPPI FUNERAL	3920 LADNIER RD GAUTIER	1.41
82436080.000	COLUMBIA VENTURES	OLD SPANISH TR GAUTIER	17.20
82436090.000	HANS JOE & JANE EDWARDS	OLD SPANISH TRAIL GAUTIER	10.00
82436075.150	SCI MISSISSIPPI FUNERAL	LADNIER RD GAUTIER	0.42
82436075.155	TROTTER ERICK JOHN & CYNTHIA L	3208 LADNIER RD GAUTIER	0.33
82436075.052	TAYLOR BOBBIE J	3204 LADNIER RD GAUTIER	0.30
82436075.050	SAXTON ETTA L &	3204 LADNIER RD GAUTIER	0.30
82436075.070	HUTCHENS STACY D	3124 LADNIER GAUTIER	0.71
82436075.100	CLARK MCKINLEY R	3002 LADNIER RD GAUTIER	2.55
82436070.100	SHIELDS STANLEY	3101 LADNIER RD GAUTIER	0.34
82436075.110	WOOD ROBERT L JR	LADNIER RD	1.50
82436072.000	HUYNH JOESEPH	LADNIER RD GAUTIER	1.06
			total 120.18

Location: Wards 1, 2 & 3

Current Zoning of the Request Property: I-2 Industrial & R-1 Low Density Residential; several parcels that front on Ladnier Road are currently zoned C-2 and the zoning will remain the same.

Current surrounding existing land use and zoning:

	Current Land Use	Zoning District
North	Commercial, Multi-family Residential, Civic, Vacant	TCMU Town Center Mixed Use, C-3 Highway Commercial
South	Vacant, Recreation, Single Family Residential	PUD Planned Unit Development, I-2 Industrial, MURC-1 Mixed Use Recreation Commercial-1
East	Single Family Residential	R-1 Low Density Residential
West	Industrial	I-2 Industrial

Comprehensive Plan Land Use Designation: The subject properties are designated High Impact Commercial and Industrial.

Surrounding Future Land Use Map (FLUM) designations:

	FLUM Designation
North	Town Center, High Density Residential
South	Recreational, Medium Density Residential, Industrial, High Impact Commercial
East	Low Density Residential
West	Industrial

Proposed Zoning: C-2 Community Commercial

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	---	---
TCMU	43,560 total 2,400	40	30	55	75	25/0 80	0/15/ 35	0/35	18	24	36	4.0	4.5	5.0	0/9 0	30	30
I	20,000	100	60	N/A	N/A	40	15/40 /80/3 0	25/8 0/40	non e	N/A	N/A	N/A	N/A	N/A	non e	N/A	N/A
C-2	None	100	25	30	35	40/2 5	15/35	0/35	non e	N/A	N/A	N/A	N/A	N/A	75	80	85

REVIEW CRITERIA:

The Commission, in its report and recommendation to the City Council on the appropriateness of the request, should study and consider the following criteria and recommend whether or not each is met, if applicable. Staff has recommended findings for the GPC's consideration.

A. The existing zoning in the subject area is not in accordance with the Comprehensive Plan.

Staff finds that the existing zoning is not in accordance with the Comprehensive Plan in that the Plan re-designates parcels within the subject area to High Impact Commercial. The rezoning of this area will place the Official Zoning Map in further compliance with the Plan.

B. The need for additional land in the City having the same zoning classification as the one proposed.

Staff finds that there is a need for additional lands in the City to be designated C-2 to implement the Comprehensive Plan's High Impact Commercial land use. As existing commercial areas are being rezoned to new zoning districts such as TCMU, MURC-1 and MURC-2 there is a need for a transitional commercial corridor on Old Spanish Trail at high-traffic intersections. The C-2 corridor will be located south of TCMU with residential to both sides.

C. A substantial change in the land use character of the surrounding area that justifies the change in zoning.

Staff finds that the area to be rezoned has scattered existing zoning offering no cohesion for growth. There are several residential homes, an

asphalt company, a landscaping company, a church, etc. located on parcels within the subject area currently zoned Industrial. A C-2 zoning allows for a viable commercial corridor of compatible uses appropriate near residences and more intensive industry.

FINDINGS / APPROPRIATENESS OF THE REQUEST:

Based on Staff's recommendation that the GPC forward a favorable recommendation to City Council, the Commission must find the following:

C-2 Community Commercial:

The Planning Commission finds that the existing zoning in the subject area is not in accordance with the Comprehensive Plan in that the existing zoning is I-2 and R-1 zoning and the Comprehensive Plan re-designates this area to Industrial and High Impact Commercial; and

The Planning Commission finds that there is a need for additional lands in the City to be designated C-2 to implement the Comprehensive Plan's High Impact Commercial land use. As existing commercial areas are being rezoned to new zoning districts such as TCMU, MURC-1 and MURC-2 there is a need for more High Impact Commercial as designated by the Comprehensive Plan; and

The Planning Commission finds that scattered existing uses are inharmonious with the character of the current zoning and to the 2009 Comprehensive Plan, which designates this area for rezoning to allow High Impact Commercial and Industrial uses for the area.

CONCLUSION AND RECOMMENDATION:

Based on the analysis of the site data, existing and future land use maps, impact on the availability of infrastructure, consistency with the Comprehensive Plan, and the appropriateness of the request relevant to the criteria established by Section 4.16 of the Unified Development Ordinance, the Commission may:

1. Recommend that City Council approve the Ordinance to Comprehensively Rezone the subject area to C-2 Community Commercial; or
2. Recommend that City Council deny the Comprehensive Rezoning.

ATTACHMENTS:

Ordinance

Map Exhibits A-E

COPY

CITY OF GAUTIER
STAFF REPORT

To: Sidney Runnels, Gautier City Manager

From: Babs Logan, Planning Technician

Thru: Samantha D. Abell, Planning and Economic Development Director

Date: April 11, 2011

Subject: Consideration of a City-Initiated Comprehensive Rezoning of Properties Comprising ±120.18 Acres to C-2 Community Commercial.

REQUEST:

The Planning Commission has directed Staff to begin implementing comprehensive rezonings based on the Comprehensive Plan's land use designations. The purpose of this city-initiated rezoning is to rezone lands along Old Spanish Trail that have been zoned Industrial, and a few parcels that have been zoned R-1, since before the City's 2002 annexation to C-2 Community Commercial. The Comprehensive Plan adopted by the City in 2009 designates part of this area as high impact commercial. The area to be rezoned is located south of Old Spanish Trail, north of the railroad tracks, east of Ladnier Road approximately 1107 feet and west of Beasley Road approximately 1046 feet, excluding the property generally known as Mallette Brothers Construction.

At an advertised public hearing on April 7th, the Planning Commission recommended approval of the attached Ordinance to City Council, who has final authority for adoption. Additional rezonings to implement the Comprehensive Plan are necessary and will be considered by the Council after recommendation by the Planning Commission.

BACKGROUND:

Section 4.16 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 comprehensive rezoning and shall make an advisory recommendation to the City Council as to the need and justification for the change and the relationship of the proposed change to the goals, objectives and policies of the Comprehensive Plan. The GPC shall include in its recommendation to the City Council findings and any information which it deems is relevant to issues relating to the proposed rezoning.

DISCUSSION:

The Comprehensive Plan's Future Land Use Element establishes the general land use designation for High Impact Commercial thus:

> *High Impact Commercial—Areas that cater to vehicular traffic, contain larger buildings and have a greater impact on adjacent areas. Retail stores in these areas offer a wider range of goods than a low-impact center and serve the entire community. They may include big box and strip retail centers, restaurants, fast food and/or office uses. High impact commercial areas require infrastructure to support heavy traffic and should be located near intersections of arterial streets on major thoroughfares. High impact commercial centers may be located adjacent to regional centers or one to two miles apart. They are not appropriate within residential areas but may exist as a commercial corridor where the design of such a center complements or enhances the function of the roadway and adjacent areas. The Lowe's Home Store is an example of a high impact commercial area.*

The C-2 Community Commercial district is described in the UDO thus:

5.3.8 C-2 Community Commercial District

> *Purpose and intent. The purpose of this district is to provide areas of medium density commercial including a mixture of retail, professional services, and studios which cluster together. Community Commercial Districts are located primarily along transportation collectors such as Gautier-Vancleave. The co-location of professional services and civic uses shall be encouraged to strengthen industry and provide an attractive, pedestrian scale commercial corridor into the City.*

The table on page 5 shows the density and intensity for the C-2 District as well as existing zoning districts.

DATA AND ANALYSIS:

PIDN	NAME	LOCATION	ACREAGE
82434043.000	WASTE OIL COLLECTOR'S INC	OLD SPANISH TR GAUTIER	0.60
82434045.000	WASTE OIL COLLECTORS INC	3817 OLD SPANISH TR GAUTIER	3.68
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	WARS		
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82435200.000	BALIUS DONALD EUGENE & DOROTHY	3308 HAKES RD GAUTIER	0.32
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82436075.080	SCI MISSISSIPPI FUNERAL	3920 LADNIER RD GAUTIER	1.41
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82436090.000	HANS JOE & JANE EDWARDS	OLD SPANISH TRAIL GAUTIER	10.00
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82436075.052	TAYLOR BOBBIE J	3204 LADNIER RD GAUTIER	0.30
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82436075.070	HUTCHENS STACY D	3124 LADNIER GAUTIER	0.71
82436075.100	CLARK MCKINLEY R	3002 LADNIER RD GAUTIER	2.55
82436070.100	SHIELDS STANLEY	3101 LADNIER RD GAUTIER	0.34
82436075.110	WOOD ROBERT L JR	LADNIER RD	1.50
82436072.000	HUYNH JOESEPH	LADNIER RD GAUTIER	1.06
			total 120.18

Location: Wards 1, 2 & 3

Current Zoning of the Request Property: I-2 Industrial & R-1 Low Density Residential; several parcels that front on Ladnier Road are currently zoned C-2 and the zoning will remain the same.

Current surrounding existing land use and zoning:

	Current Land Use	Zoning District
North	Commercial, Multi-family Residential, Civic, Vacant	TCMU Town Center Mixed Use, C-3 Highway Commercial
South	Vacant, Recreation, Single Family Residential	PUD Planned Unit Development, I-2 Industrial, MURC-1 Mixed Use Recreation Commercial-1
East	Single Family Residential	R-1 Low Density Residential
West	Industrial	I-2 Industrial

Comprehensive Plan Land Use Designation: The subject properties are designated High Impact Commercial and Industrial.

Surrounding Future Land Use Map (FLUM) designations:

	FLUM Designation
North	Town Center, High Density Residential
South	Recreational, Medium Density Residential, Industrial, High Impact Commercial
East	Low Density Residential
West	Industrial

Proposed Zoning: C-2 Community Commercial

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	---	---
TCMU	43,560 total 2,400	40	30	55	75	25/0 80	0/15/ 35	0/35	18	24	36	4.0	4.5	5.0	0/9 0	30	30
I	20,000	100	60	N/A	N/A	40	15/40 /80/3 0	25/8 0/40	non e	N/A	N/A	N/A	N/A	N/A	non e	N/A	N/A
C-2	None	100	25	30	35	40/2 5	15/35	0/35	non e	N/A	N/A	N/A	N/A	N/A	75	80	85

REVIEW CRITERIA:

The Commission, in its report and recommendation to the City Council on the appropriateness of the request, should study and consider the following criteria and recommend whether or not each is met, if applicable. Staff has recommended findings for the GPC's consideration.

A. The existing zoning in the subject area is not in accordance with the Comprehensive Plan.

Staff finds that the existing zoning is not in accordance with the Comprehensive Plan in that the Plan re-designates parcels within the subject area to High Impact Commercial. The rezoning of this area will place the Official Zoning Map in further compliance with the Plan.

B. The need for additional land in the City having the same zoning classification as the one proposed.

Staff finds that there is a need for additional lands in the City to be designated C-2 to implement the Comprehensive Plan's High Impact Commercial land use. As existing commercial areas are being rezoned to new zoning districts such as TCMU, MURC-1 and MURC-2 there is a need for a transitional commercial corridor on Old Spanish Trail at high-traffic intersections. The C-2 corridor will be located south of TCMU with residential to both sides.

C. A substantial change in the land use character of the surrounding area that justifies the change in zoning.

Staff finds that the area to be rezoned has scattered existing zoning offering no cohesion for growth. There are several residential homes, an

asphalt company, a landscaping company, a church, etc. located on parcels within the subject area currently zoned Industrial. A C-2 zoning allows for a viable commercial corridor of compatible uses appropriate near residences and more intensive industry.

FINDINGS / APPROPRIATENESS OF THE REQUEST:

Based on the above analysis, the Planning Commission finds the following:

C-2 Community Commercial:

The Planning Commission finds that the existing zoning in the subject area is not in accordance with the Comprehensive Plan in that the existing zoning is I-2 and R-1 zoning and the Comprehensive Plan re-designates this area to Industrial and High Impact Commercial; and

The Planning Commission finds that there is a need for additional lands in the City to be designated C-2 to implement the Comprehensive Plan's High Impact Commercial land use. As existing commercial areas are being rezoned to new zoning districts such as TCMU, MURC-1 and MURC-2 there is a need for more High Impact Commercial as designated by the Comprehensive Plan; and

The Planning Commission finds that scattered existing uses are inharmonious with the character of the current zoning and to the 2009 Comprehensive Plan, which designates this area for rezoning to allow High Impact Commercial and Industrial uses for the area.

CONCLUSION AND RECOMMENDATION:

Based on the analysis of the site data, existing and future land use maps, impact on the availability of infrastructure, consistency with the Comprehensive Plan, and the appropriateness of the request relevant to the criteria established by Section 4.16 of the Unified Development Ordinance, the City Council may:

1. Approve the Ordinance to Comprehensively Rezone the subject area to C-2 Community Commercial; or
2. Deny the Comprehensive Rezoning.

ATTACHMENTS:

Ordinance

Map Exhibits A-E

COPY

PUBLIC NOTICE

COMPREHENSIVE ZONING CHANGE

GPC #11-08-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 the Municipal Building, 3330 Highway 90, Gautier, MS at 6:00 P.M. on Thursday, April 7, 2011 to consider the city-initiated comprehensive rezoning of properties to C-2 Community Commercial, generally described as properties south of Old Spanish Trail, north of the railroad tracks, east of Ladnier Road approximately 1107 feet and west of Beasley Road approximately 1046 feet. The parcels are more particularly described by ordinance which may be viewed at the following locations:

Municipal Building. 3330 Highway 90.

Planning and Economic Development Department. Gautier-Vancleave Road.

The Economic Development/Planning Department can be reached at 228-497-8026 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 21st day of March, 2011.

_____

Samantha D. Abell
Planning and Economic Development Director

Location Map

OLD SPANISH TRAIL ZONE CHANGE

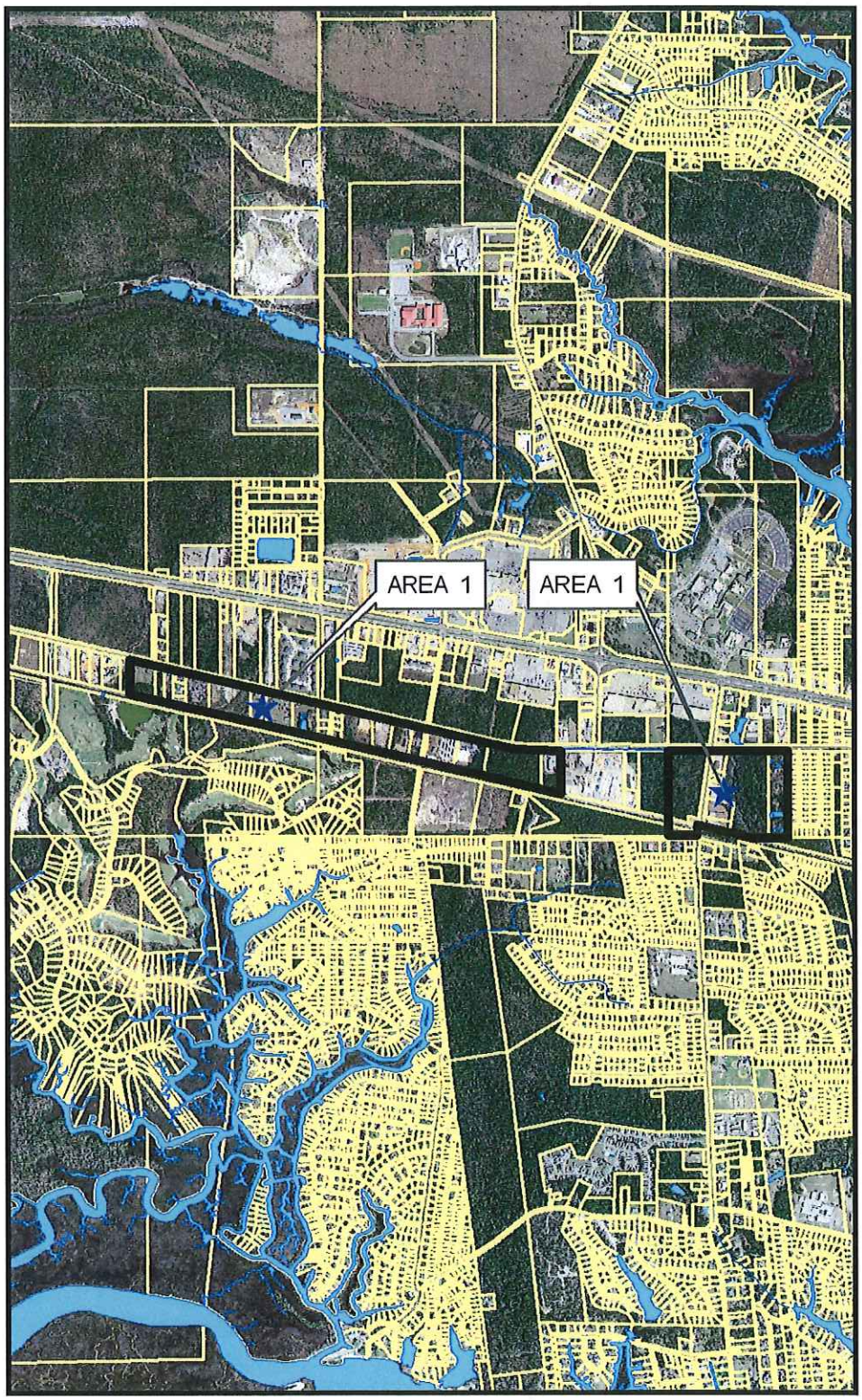
AREA 1 ZONE CHANGE TO C-2

City Of Gautier
Economic Development/Planning

040800
Feet

N
W E
S

Prepared by the
City of Gautier
GIS Division



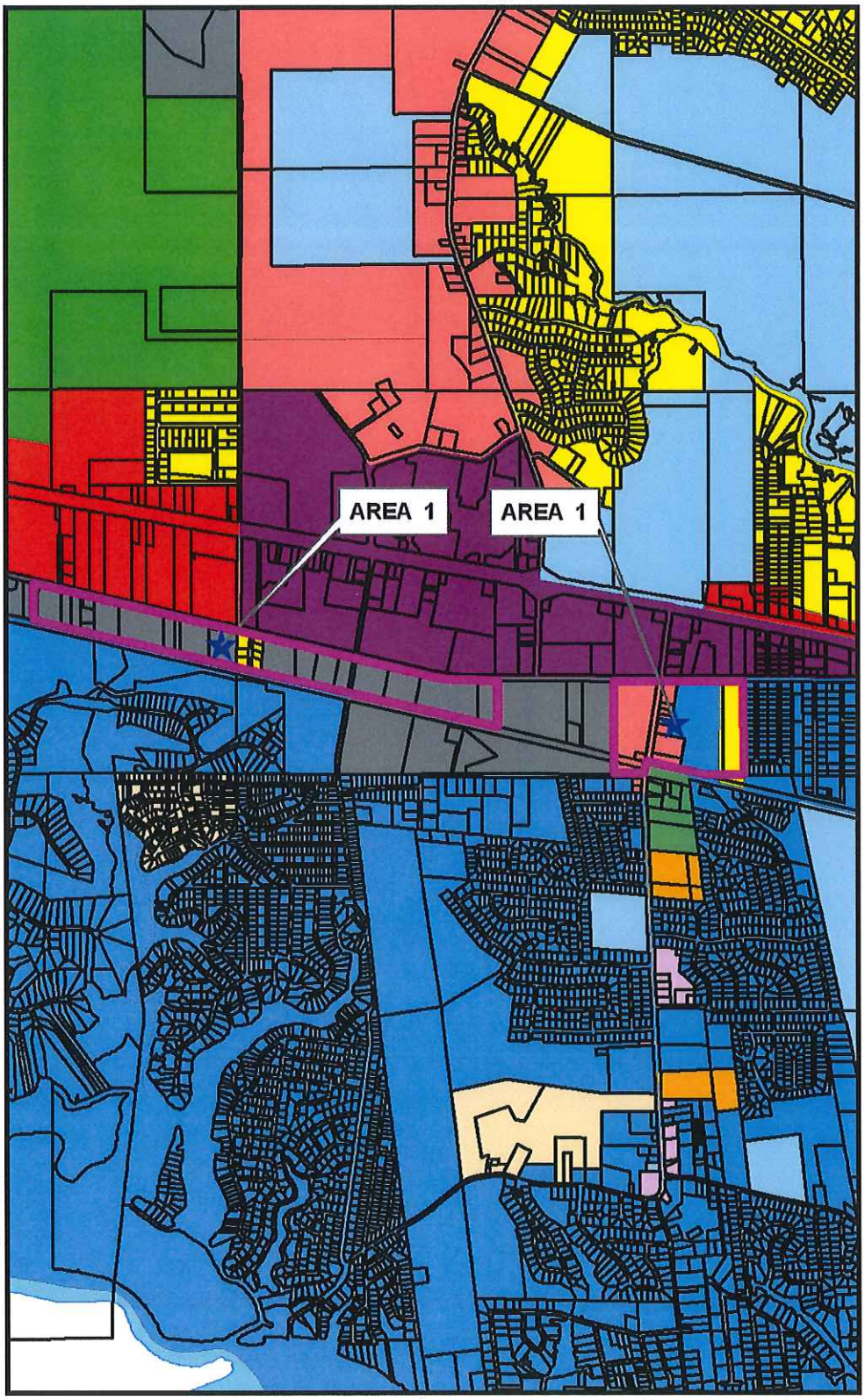
Existing Zoning Map

City Of Gautier
Economic Development/Planning

0 400 800
Feet

N
W E
S

Prepared by the
City of Gautier
GIS Division



Legend

- AG Agricultural
- PL Public/Semi-Public
- PUD Planned Unit Development
- R-1 Low Density Residential
- R-2 Multi-Family Residential
- R-3 Mobile Home District
- MUM
- TC
- MURC-1
- MURC-2
- MURC-MW
- C-1 Neighborhood Commercial
- C-2 Community Commercial
- C-3 Highway Commercial
- I-2 Industrial

Existing Land Use Map

City Of Gautier
Economic Development/Planning

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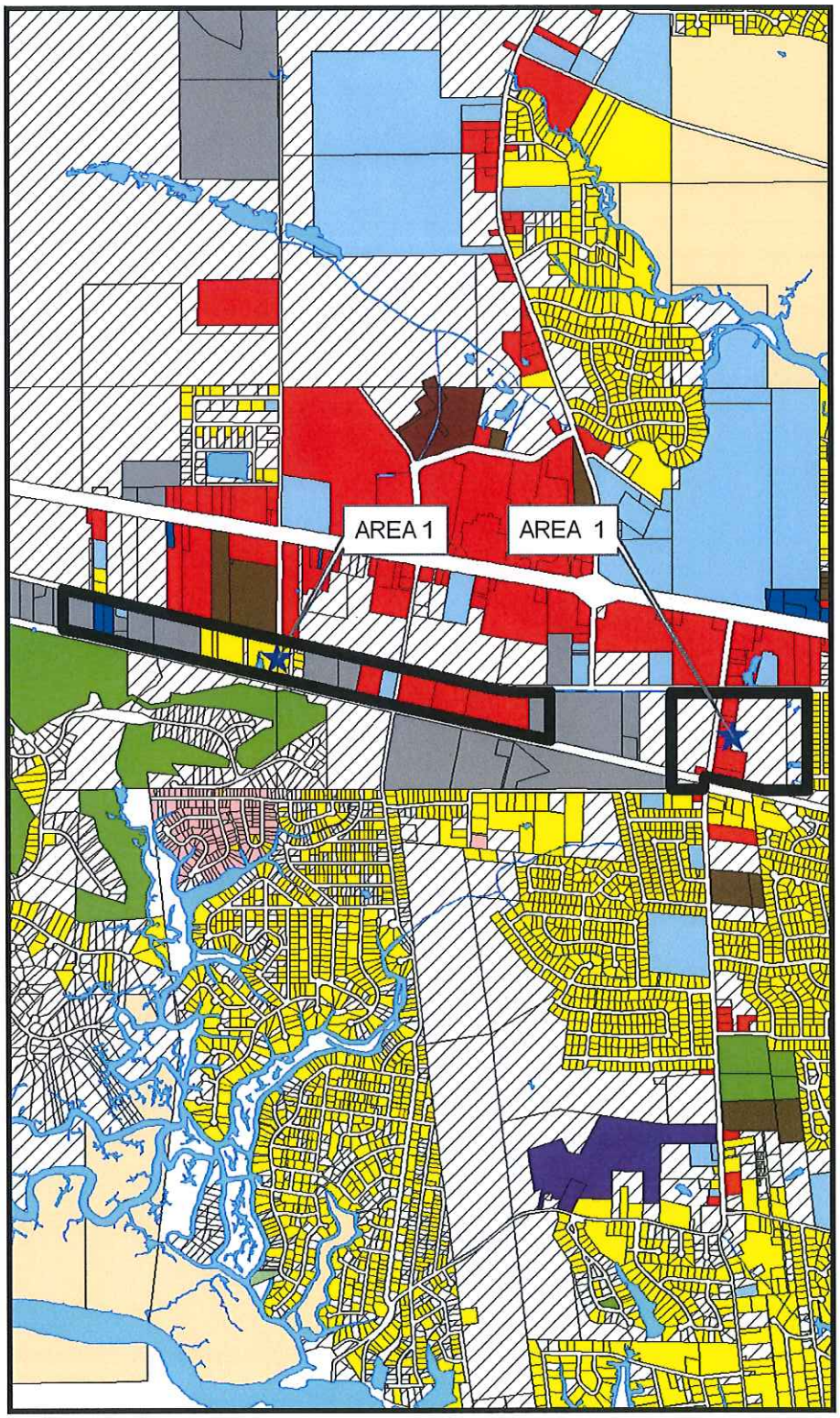
Prepared by the
City of Gautier
GIS Division



Legend

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

Future Land Use Map

City Of Gautier
Economic Development/Planning

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Feet

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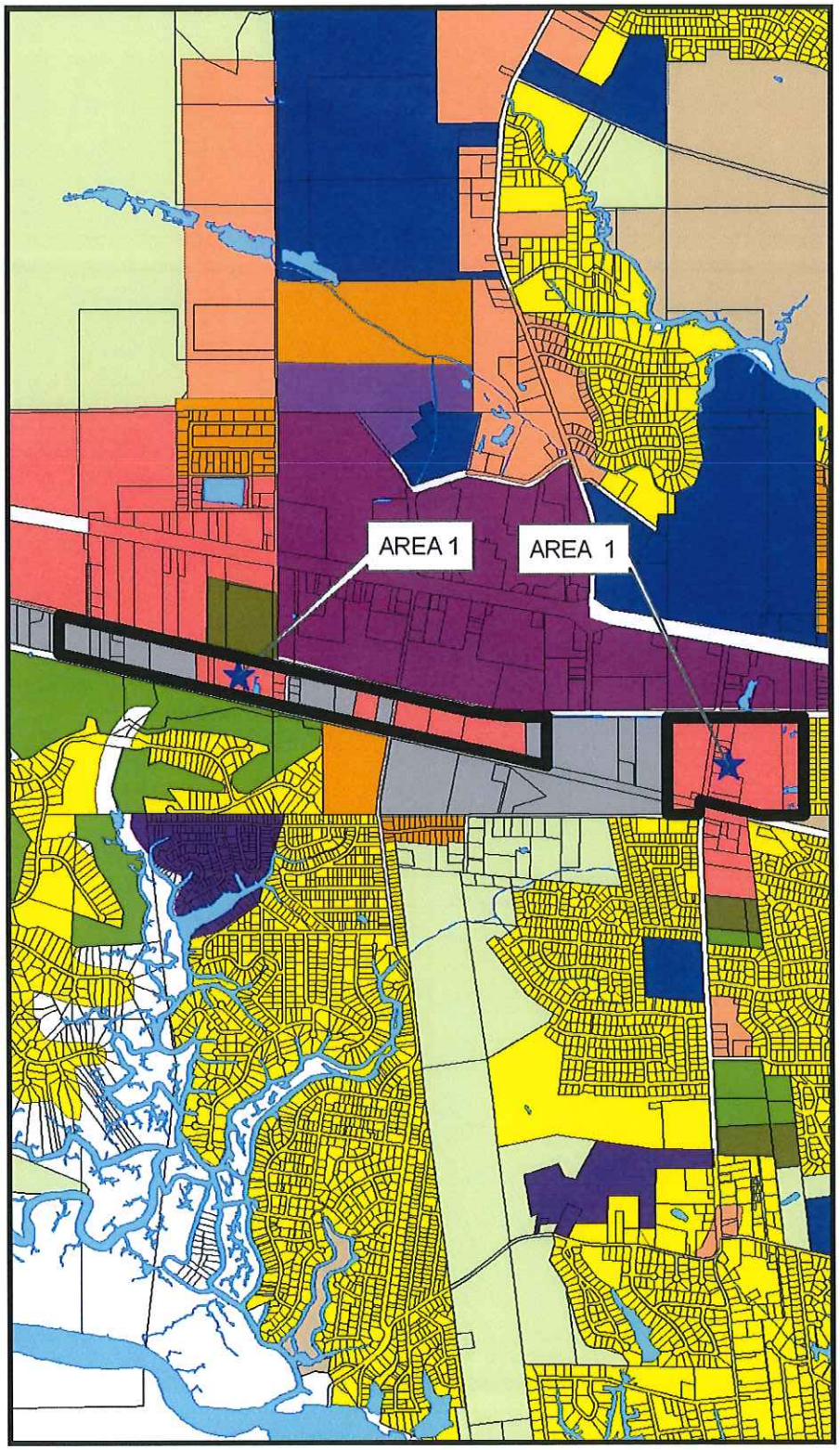
Prepared by the
City of Gautier
GIS Division



Legend

- 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

Proposed Zoning Map

City Of Gautier
Economic Development/Planning

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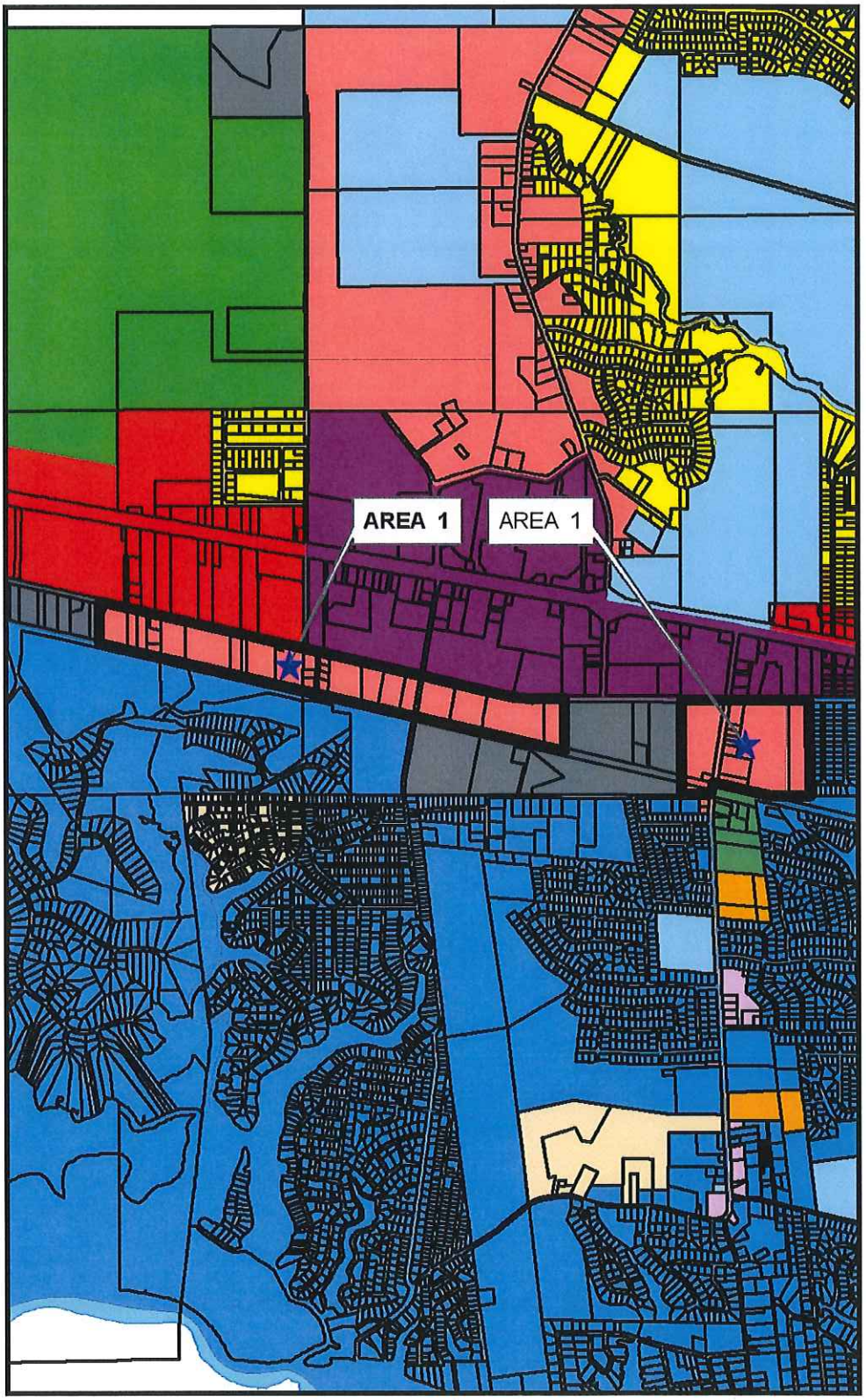
Prepared by the
City of Gautier
GIS Division



Legend

- AG Agricultural
- PL Public/Semi-Public
- PUD Planned Unit Development
- R-1 Low Density Residential
- R-2 Multi-Family Residential
- R-3 Mobile Home District
- MUM
- TC
- MURC-1
- MURC-2
- MURC-MW
- C-1 Neighborhood Commercial
- C-2 Community Commercial
- C-3 Highway Commercial
- I-2 Industrial

COPY

ORDINANCE

AN ORDINANCE OF THE CITY OF GAUTIER, MISSISSIPPI, RELATING TO THE COMPREHENSIVE REZONING OF ±120.18 ACRES MORE OR LESS TO C-2 COMMUNITY COMMERCIAL; GENERALLY DESCRIBED AS PROPERTIES SOUTH OF OLD SPANISH TRAIL, NORTH OF THE RAILROAD TRACKS, EAST OF LADNIER ROAD APPROXIMATELY 1107 FEET AND WEST OF BEASLEY ROAD APPROXIMATELY 1046 FEET, EXCLUDING THE PROPERTY GENERALLY KNOWN AS MALLETTE BROTHERS CONSTRUCTION; MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; 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 17-1-5, Mississippi Code Annotated Section 17-1-15 (1972), Mississippi Statutes.

The City Council of Gautier finds that a comprehensive rezoning is necessary to implement the City's Comprehensive Plan adopted the 16th day of June 2009. A public hearing was held before the Gautier Planning Commission on April 7, 2011, and the Commission recommended that Council approve the change for a zoning map amendment to adopt the C-2 Community Commercial District. The City Council has conducted a public hearing on April 19, 2011 after giving due public notice pursuant to the Public Hearing Process of the City's Unified Development Ordinance. The requested rezoning is consistent with the City's Comprehensive Plan.

SECTION 2. PROPERTY REZONED.
The property generally described as properties south of Old Spanish Trail, north of the railroad tracks, east of Ladnier Road approximately 1107 feet and west of Beasley Road approximately 1046 feet, excluding the property generally known as Mallette Brothers Construction, is hereby rezoned to C-2 Community Commercial District.

SECTION 3. FINDINGS OF FACT.

The Planning Commission finds that the existing zoning in the subject area is not in accordance with the Comprehensive Plan in that the existing zoning is I-2 and R-1 zoning and the Comprehensive Plan re-designates this area to Industrial and High Impact Commercial; and

The Planning Commission finds that there is a need for additional lands in the City to be designated C-2 to implement the Comprehensive Plan's High Impact Commercial land use. As existing commercial areas are being rezoned to new zoning districts such as TCMU, MURC-1 and MURC-2 there is a need for more High Impact Commercial as designated by the Comprehensive Plan; and

The Planning Commission finds that the location of a construction office, a church, a landscaping business and several homes is inharmonious with the character of the current

zoning, according to the 2009 Comprehensive Plan, which designates this area for rezoning to allow High Impact Commercial and Industrial uses for the area. Now, therefore:

SECTION 4. ZONING MAP AMENDMENT. The Official Zoning Map of the City of Gautier is hereby amended to include a comprehensive change of classification from I-2 Industrial and R-1 Low Density Residential to C-2 Community Commercial for the specific parcels described in Exhibit A of this Ordinance.

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

ADOPTED: _____ _____

Tommy Fortenberry, Mayor

ATTEST:

_____ _____

Wendy McClain, City Clerk

Codification Instructions: Not Codified.

Exhibit A
Location Map

City Of Gautier
Planning Department

0 400 800
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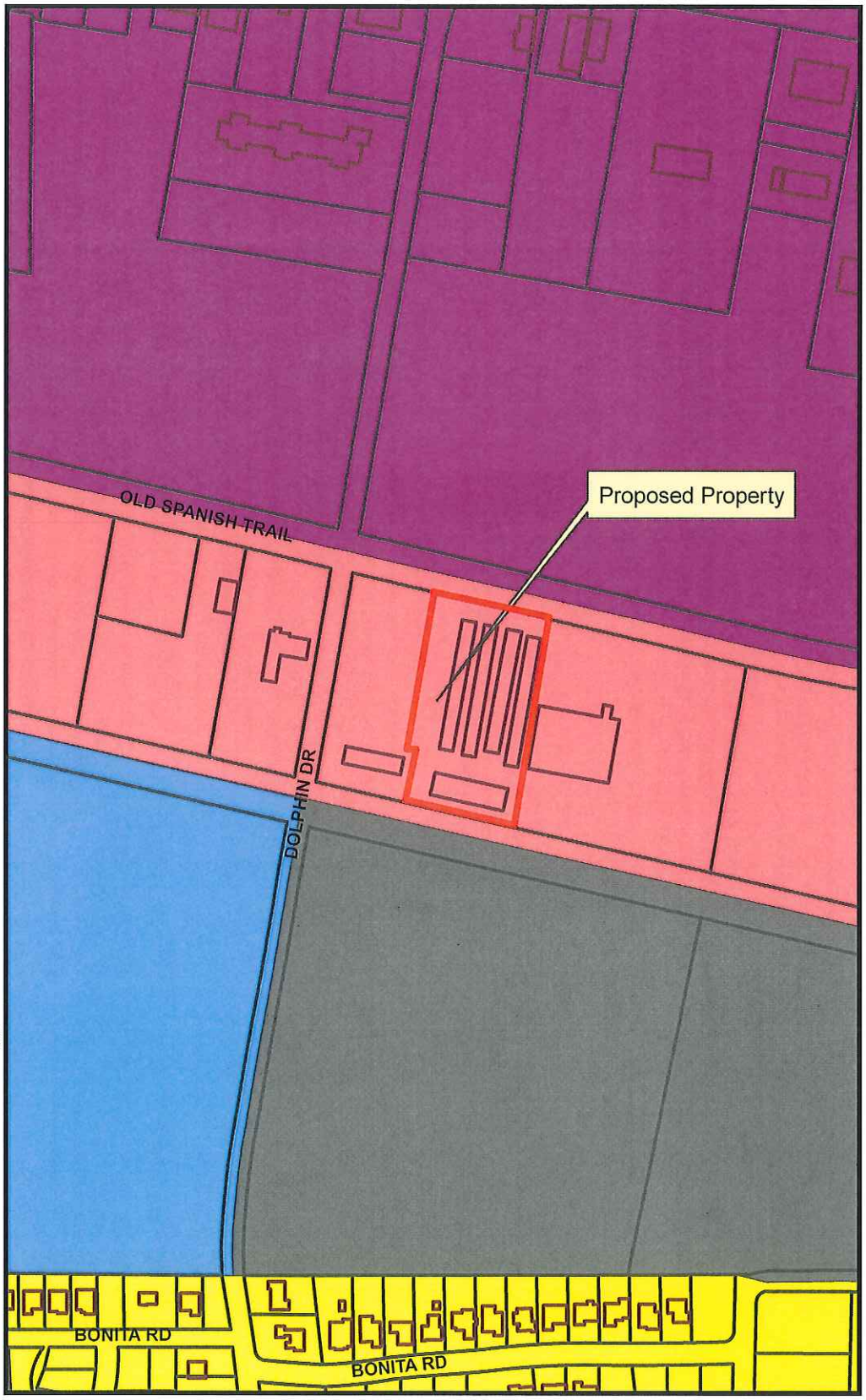
Prepared by the
City of Gautier
Planning Department

Exhibit B
Existing Zoning Map

City Of Gautier
Planning Department



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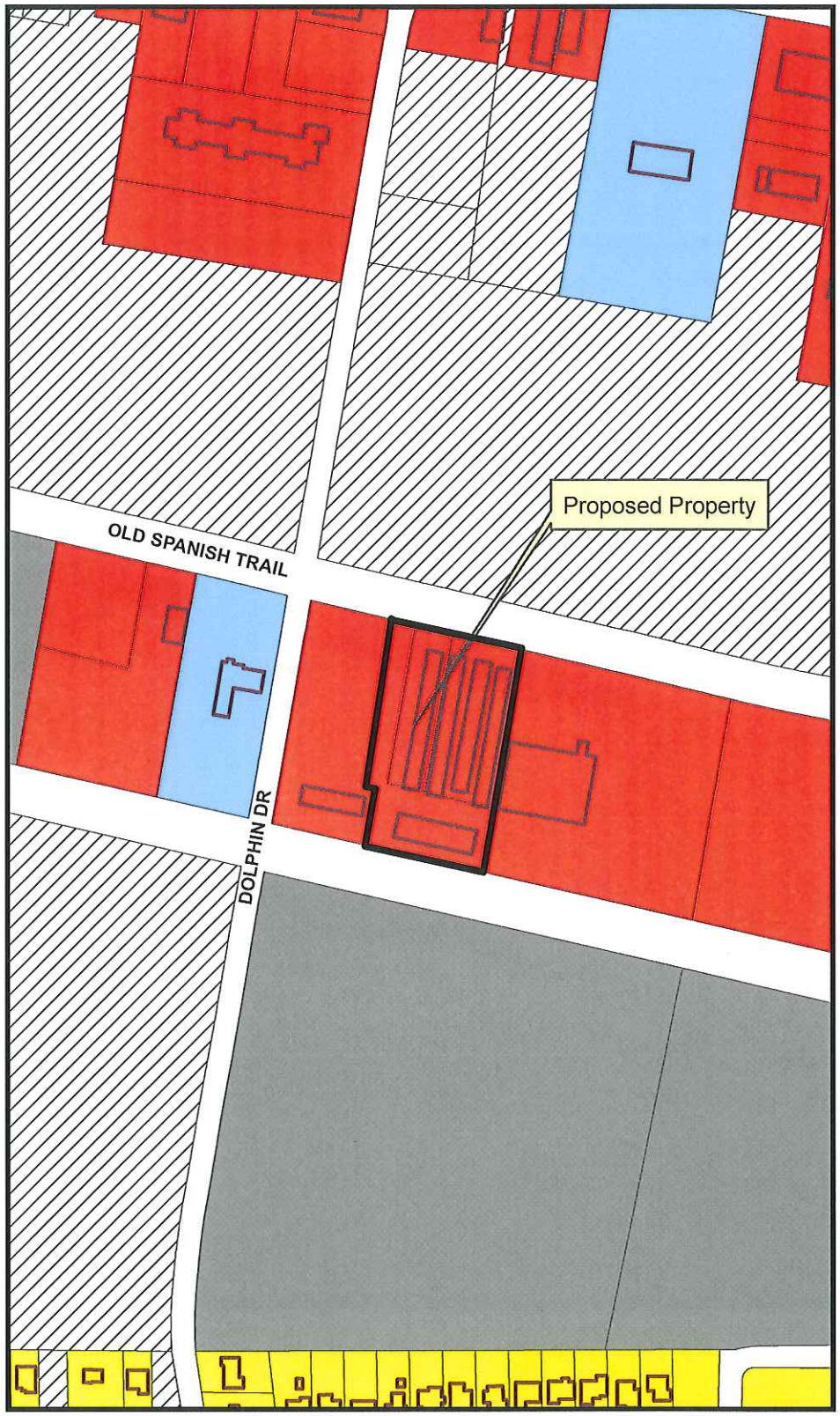
Prepared by the
City of Gautier
Planning Department

Legend

- AG Agricultural
- PL Public/Semi-Public
- PUD Planned Unit Development
- R-1 Low Density Residential
- R-2 Multi-Family Residential
- R-3 Mobile Home District
- MUM
- TC
- MURC-1
- MURC-2
- MURC-MW
- C-1 Neighborhood Commercial
- C-2 Community Commercial
- C-3 Highway Commercial
- I-2 Industrial

Exhibit C
Existing Land Use Map

City Of Gautier
Planning Department



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Prepared by the
City of Gautier
Planning Department

Legend

- GautierParTrimmed

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

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Feet

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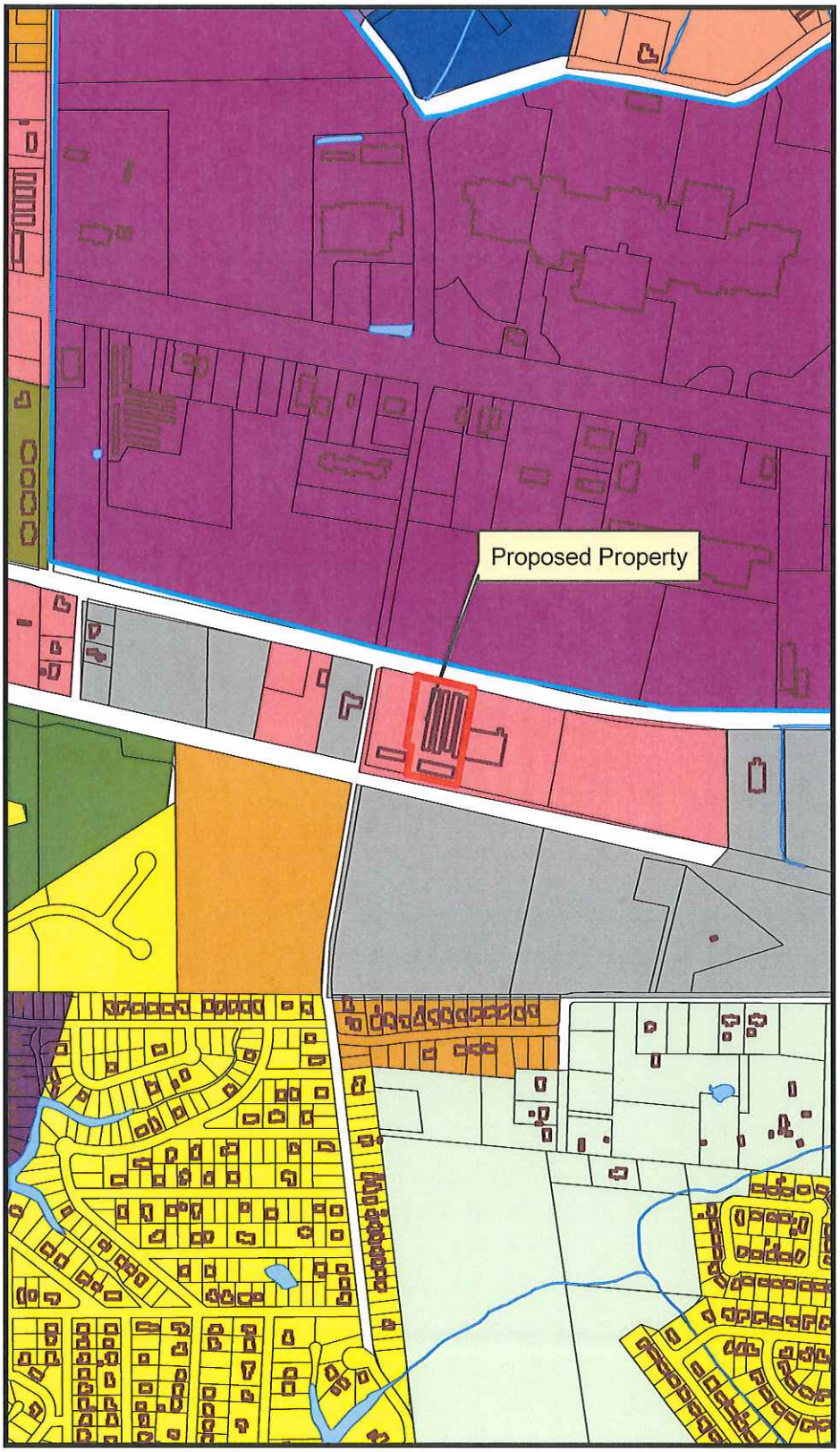
Prepared by the
City of Gautier
Planning Department



Legend

- Civic
- High Impact Commercial
- Conservation
- High Density Residential
- Industrial
- Low Density Residential
- Medium Density Residential
- Mobile Home Residential
- Low Impact Commercial
- Recreational
- Recreational Commercial
- Regional Scale Commercial
- Mixed Use Residential
- Town Center
- Very Low Density Residential

CITY OF GAUTIER
Business Agenda Item #7
Fact Sheet

Council Meeting: September 19, 2017
Title: Consideration of a Conditional Use-Major Permit for a Title Loan Shop inside an existing Pawn Shop at 1823 Hwy 90 (GPC #17-11-CU).

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

Summary Explanation: Consideration of a request form Glenn Scott Ryder for a Conditional Use-Major Permit that would allow a Title Loan Business inside his existing Pawn Shop in a TCMU, Town Center Mixed Use District at 1823 Hwy 90, PIDN# 82436480.150. The application fee of $250 was paid July 12, 2017. All public notice requirements have been met.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2017

CITY OF GAUTIER
CONDITIONAL USE-MAJOR PERMIT
GPC CASE NO. 17-11-CU
TITLE LOAN BUSINESS
REGARDING PARCEL ID NO: 82436480.150

The City of Gautier City Council, at its regular meeting held on September 19, 2017, considered the application for a Conditional Use-Major Permit title loan business as submitted by Glenn Scott Ryder, representative for Highway 90 Title Loans. The parcel subject to this Permit is located at 1823 Highway 90, Gautier, Mississippi, 39553. After due public notice, the City Council, having considered the favorable recommendation by the Planning Commission, application, testimony and exhibits presented by the applicant, the report of the City Staff and all other relevant testimony, exhibits and other evidence, pursuant to applicable provisions of the City's Unified Development Ordinance, hereby approves the Conditional Use-Major Permit as follows:

1. This proposed Conditional Use-Major is consistent with the goals, objectives and policies of the City's Comprehensive Plan.

2. This proposed Conditional Use-Major is consistent with the character of the immediate vicinity of the proposed use.

3. The proposed use, classified as a title loan business, is permitted as a Conditional Use-Major in the TCMU District.

4. Therefore, the City Council accepts the recommendation of the Planning Commission and approves the application submitted on July 12, 2017 for a Conditional Use-Major Permit.

5. The City Clerk shall have this permit recorded in the public records of Jackson County and provide the applicant a copy of the permit with the recording information affixed.

6. The Gautier Planning Commission recommended approval of this Conditional Use-Major Permit on September 7, 2017.

7. The City Council adopted this Conditional Use-Major Permit on a recorded vote of _____ ayes to _____ nays to approve the application of Highway 90 Title Loans, located at 1823 Highway 90, in Gautier, Mississippi, and identified as Jackson County Parcel No. 82436480.150.

Date of Issuance: September 19, 2017

_____

Phil Torjusen, Mayor
City of Gautier, Mississippi
3330 Highway 90
Gautier, MS 39553

Attest:

_____

Cynthia Russell
City Clerk

Excerpt from September 7, 2017 GPC Meeting

REQUEST: Glen Scott Ryder & Hwy 90 Pawn – 1823 Hwy 90- Request for a Conditional Use-Major Permit that would allow a Title Loan Business in a TCMU, Town Center Mixed Use Zoning District. (GPC #17-11-CU).

Scott Ankerson, Planning Director/Building Official, gave a brief overview of the case. Planning Department has received a request from Glenn Scott Ryder for a Conditional Use-Major Permit that would allow a Title Loan Business inside his existing Pawn Shop in a TCMU, Town Center Mixed Use District at 1823 HWY 90, PID #82436480.150. The application fee of $250 was paid on July 12, 2017. All public notice requirements have been met.

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

1. Location: 1823 HWY 90 (See Exhibit A)

2. General features of the proposed project: Total Building Area: App. 5100 square feet Site Size: App. 0.48Acres

3. Potable Water and Wastewater Services: Existing from City

4. Current Zoning (See Exhibit B): TCMU, Town Center Mixed Use.

5. Current Surrounding Zoning (See Exhibit B): TCMU- Town Center Mixed Use to the South, East and West. C-3 Highway Commercial to the North across Highway 90.

6. Current Surrounding Existing Land Use (See Exhibit C): Commercial-Retail to the South and East, Commercial Offices to the North across Hwy 90 and to the West.

7. Comprehensive Plan Future Land Use Designation (See Exhibit D): Town Center.

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

A. The proposed use is compatible with the character of development in the vicinity relative to density, bulk and intensity of structures, parking, and other uses.

Staff Finding: The proposed use is Title Loan Business which will be compatible with the properties in the vicinity.

B. Any possible detrimental effects might occur as a result of the Conditional Use to the continued use, value, or development of properties in the vicinity.

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.

C. Whether or not the proposed use will adversely affect vehicular or pedestrian traffic in the vicinity.

Staff Finding: There is no evidence that the proposed Title Loan Business use will have any adverse affect on vehicular or pedestrian traffic.

D. If the proposed use can 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.

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

E. If the proposed use is in harmony with the Comprehensive Plan.

Staff Response: Yes, the Comprehensive plan's Future Land Use Designation proposes Town Center in this area. According to the Unified Development Ordinance, a Title Loan Business is allowed with a Major Conditional Use Permit in a TCMU Town Center Mixed Use District.

F. If the proposed use listed in the list of possible Conditional Uses in the particular Zoning District.

Staff Finding: Yes, a Title Loan Business is listed as a Conditional Use-Major in a TCMU district.

G. Whether the proposed use will not be hazardous, detrimental, or disturbing, to present surrounding land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances.

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

H. Whether the use conforms to all district regulations for the applicable district in which it is located, unless other provisions are specifically set forth in the application.

Staff Finding: The proposed use will conform to district regulations. This will be ensured by the Planning Department upon review of final submittals before permits are issued.

UDO Article II: Definitions:

TITLE-LOAN BUSINESS: A business that regularly makes either loans to individuals secured by the title to a vehicle or title pledge agreements with pledgers, unless the business or individual is exempt from the definition of "title pledge lender" under *Mississippi Code Annotated Section 75-67-403 (1972),* or unless more than ninety (90) percent of the loans that the business makes which are secured by vehicle titles are made in the context of the purchase of the vehicle.

Staff finds that the proposed use will be compatible and harmonious with the TCMU District and recommends approval with no specific proposed conditions outside of the UDO regulations and all applicable adopted codes.

After a brief discussion, the following motion was made:

Commissioner Hunter made the motion to recommend City Council approval of the Conditional Use-Major based upon staff recommendation and there being no opposition. **Commissioner Jamison** seconded the motion and the following vote was recorded:

AYES:	**Larry Dailey** **Jimmy Green** **Paul Gainer** **Kay C. Jamison** **James Lee** **John Hunter**
NAYS:	**None**
ABSENT:	**Christopher Scruggs**

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

September 7, 2017

GPC #17-11-CU

Glenn Scott Ryder & Highway 90 Pawn

1823 Hwy 90 Conditional Use

VII. NEW BUSINESS

1. GLENN SCOTT RYDER & HWY 90 PAWN – 1823 HWY 90 – REQUEST FOR A CONDITIONAL USE – MAJOR THAT WOULD ALLOW A TITLE LOAN BUSINESS IN A TCMU, TOWN CENTER MIXED USE ZONING DISTRICT. (GPC CASE #17-11-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: Scott Ankerson, Planning Director

Date: September 7, 2017

Subject: Conditional Use-Major Permit for a Title Loan Shop inside his existing Pawn Shop at 1823 HWY 90 (GPC Case No. 17-11-CU)

REQUEST:

Planning Department has received a request from Glenn Scott Ryder for a Conditional Use-Major Permit that would allow a Title Loan Business inside his existing Pawn Shop in a TCMU, Town Center Mixed Use District at 1823 HWY 90, PID #82436480.150. The application fee of $250 was paid on July 12, 2017. All public notice requirements have been met.

BACKGROUND:

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

1. Location: 1823 HWY 90 (See Exhibit A)

2. General features of the proposed project:
   Total Building Area: App. 5100 square feet
   Site Size: App. 0.48Acres

3. Potable Water and Wastewater Services: Existing from City

4. Current Zoning (See Exhibit B): TCMU, Town Center Mixed Use

5. Current Surrounding Zoning (See Exhibit B): TCMU- Town Center Mixed Use to the South, East and West. C-3 Highway Commercial to the North across Highway 90.

6. Current Surrounding Existing Land Use (See Exhibit C): Commercial-Retail to the South and East, Commercial Offices to the North across Hwy 90 and to the West.

7. Comprehensive Plan Future Land Use Designation (See Exhibit D): Town Center.

DISCUSSION:

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

A. The proposed use is compatible with the character of development in the vicinity relative to density, bulk and intensity of structures, parking, and other uses.

Staff Finding: The proposed use is Title Loan Business which will be compatible with the properties in the vicinity.

B. Any possible detrimental effects might occur as a result of the Conditional Use to the continued use, value, or development of properties in the vicinity.

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.

C. Whether or not the proposed use will adversely affect vehicular or pedestrian traffic in the vicinity.

Staff Finding: There is no evidence that the proposed Title Loan Business use will have any adverse affect on vehicular or pedestrian traffic.

D. If the proposed use can 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.

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

E. If the proposed use is in harmony with the Comprehensive Plan.

Staff Response: Yes, the Comprehensive plan's Future Land Use Designation proposes Town Center in this area. According to the Unified Development Ordinance, a Title Loan Business is allowed with a Major Conditional Use Permit in a TCMU Town Center Mixed Use District.

F. If the proposed use listed in the list of possible Conditional Uses in the particular Zoning District.

Staff Finding: Yes, a Title Loan Business is listed as a Conditional Use-Major in a TCMU district.

G. Whether the proposed use will not be hazardous, detrimental, or disturbing, to present surrounding land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances.

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

H. Whether the use conforms to all district regulations for the applicable district in which it is located, unless other provisions are specifically set forth in the application.

Staff Finding: The proposed use will conform to district regulations. This will be ensured by the Planning Department upon review of final submittals before permits are issued.

UDO Article II: Definitions

TITLE-LOAN BUSINESS: A business that regularly makes either loans to individuals secured by the title to a vehicle or title pledge agreements with pledgers, unless the business or individual is exempt from the definition of "title pledge lender" under *Mississippi Code Annotated Section 75-67-403 (1972),* or unless more than ninety (90) percent of the loans that the business makes which are secured by vehicle titles are made in the context of the purchase of the vehicle.

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 conditions before a business license may be issued.

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 TCMU District and recommends approval with no specific proposed conditions outside of the UDO regulations and all applicable adopted codes.

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 Conditions; 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

GPC 17-11-CU

TO BE HEARD BY GAUTIER PLANNING COMMISSION:		FEE:
Conditional Use - Major	_____	$250.00
TO BE HEARD BY ECONOMIC DEVELOPMENT/PLANNING DIRECTOR:		**FEE:**
Conditional Use - Minor	_____	$250.00

Name of Applicant: Glenn Scott Ryder

Name of Business: Hwy 90 Title Loans Phone: 228.497.4972

Property Address: 1823 Hwy 90 Mailing Address (if Different): _____

E-Mail Address: Highway90Pawn@BellSouth.Net

Proposed Use Requiring Conditional Use: Adding Title Loan to existing Pawn Shop (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.

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

_____ 6. Any other information requested by the 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): _____ Date of Application: 7.12.17

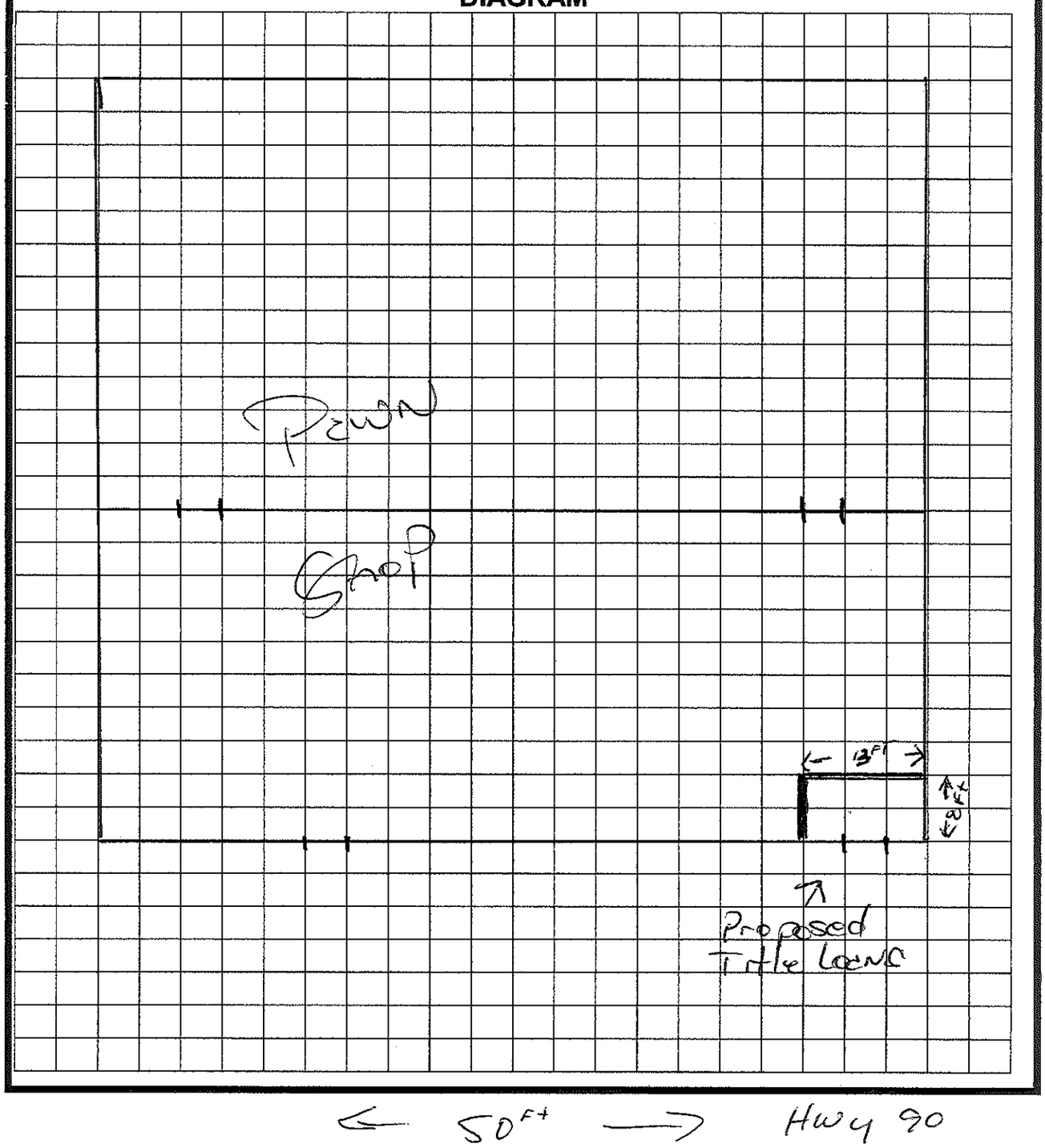
FOR OFFICE USE ONLY

Date Received 7-12-17 Verify as Complete _____

Fee Amount Received 250.00 Initials of Employee Receiving Application (KM)

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.

DIAGRAM



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. No changes
   Title Office will be inside Pawn Shop.
3. Will your project negatively affect neighboring property values or pose a real or perceived threat to citizens? Explain. No existing business.
4. Will your project adversely affect vehicular or pedestrian traffic in the vicinity? Explain.
   N/A ~~see above~~
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? YES Currently in business.
6. Is the proposed use in harmony with the Comprehensive Plan? Explain how.
   YES Business since 1991
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 USE Conforms

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

For over 26 years I've been in business here in Goutier. Business just isn't what it used to be and in order for me to continue I need to exspend. Pawn Shops and Title Loan Offices compliment each other and that help my business in the future. No outside changes are Needed there is plenty of parking. All that is Needed is a 13ft x 8ft wall with an inside door to meet with State Laws.

Thanks,

17

OFFICIAL RECORDS JACKSON COUNTY
Terry Miller
CHANCERY CLERK
RECORDING FEE: $19.00
#201413001 BK:3230 PG:401-417
08/29/2014 03:01 PM 17 PGS
JFREEMAN,DC Rcpt#010854

201413001 17 PGS

0000000006649629L##############082920141279

WHEN RECORDED MAIL TO: Community Bank, P.O. Box 2019, Brandon, MS 39043, Tel. (601) 706-0520

SEND TAX NOTICES TO: Community Bank, 325 Maxey Drive, Brandon, MS 39042, Tel. (601) 706-0500

This Deed of Trust prepared by: Lynne Kenna, Community Bank, Coast, P. O. Box 7588, Gulfport, MS 39506, (228) 896-7755

INDEXING INSTRUCTIONS: NW 1/4 of the SE 1/4 of Section 36, Township 7 South, Range 7 West, Jackson County, Mississippi.

FOR RECORDER'S USE ONLY

COMMUNITY BANK™

DEED OF TRUST

GRANTOR: Ryder Properties, LLC, 1823 Highway 90, Gautier, MS 39553-5303, Tel. (228) 990-5365

LENDER / BENEFICIARY: Community Bank, Coast, Pascagoula Office, P. O. Box 7588, Gulfport, MS 39506, Tel. (228) 896-7755

TRUSTEE: David A. Wheeler, 677 Dr. Martin Luther King Jr Blvd, Biloxi, MS 39530, Tel. (228) 896-7755

THIS DEED OF TRUST is dated August 29, 2014, among Ryder Properties, LLC, whose address is 1823 Highway 90, Gautier, MS 39553-5303 ("Grantor"); Community Bank, Coast (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and David A. Wheeler (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee for the benefit of Lender as Beneficiary, with power of sale, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, **(the "Real Property") located in Jackson County, State of Mississippi:**

See Exhibit "A", which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 1823 Highway 90, Gautier, MS 39553.

CROSS-COLLATERALIZATION. In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable. **(Initial Here** [illegible]

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Borrower and Grantor shall pay to Lender all Indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Grantor shall strictly perform all their respective obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Mississippi law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of

payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year,

Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and

obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Borrower and Grantor pay all the Indebtedness when due, and Grantor otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Borrower's or Grantor's existence as a going business or the death of any member, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Borrower's or Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

Sale of Property. Grantor waives the provisions of Section 89-1-55, Mississippi Code of 1972, as amended, and any successor provisions, as far as said Section restricts the right of Trustee to offer at sale more than one hundred and sixty acres at a time, and Trustee may offer the Property as a whole or in part and in such order as the Trustee may deem best, regardless of the manner in which it may be described.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall, at the request of Lender, sell the Real Property after giving notice of the time, place and terms of sale as required by

Section 89-1-55 of the Mississippi Code of 1972, as amended, and any successor provisions, and execute a deed to the purchaser of the Real Property. Out of the proceeds arising from the sale, the costs and expenses of executing this Deed of Trust, including a reasonable Trustee's fee and the attorneys' fees prescribed in the Note or in this Deed of Trust, shall first be paid; next the amount of the Indebtedness then remaining unpaid shall be paid; and, lastly, any balance remaining shall be paid to Grantor or to Grantor's representatives agents or assigns.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Borrower or Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Borrower or Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Borrower and Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is

involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Jackson County, State of Mississippi. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of

this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Mississippi without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Mississippi.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Harrison County, State of Mississippi.

Joint and Several Liability. All obligations of Borrower and Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Deed of Trust. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Deed of Trust.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted

or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Mississippi as to all Indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means Community Bank, Coast, and its successors and assigns.

Borrower. The word "Borrower" means Highway 90 Pawn & Gun, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means Ryder Properties, LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Deed of Trust.

Lender. The word "Lender" means Community Bank, Coast, its successors and assigns.

Note. The word "Note" means the promissory note dated August 29, 2014, **in the original principal amount of $417,350.00** from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is September 3, 2019.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties,

profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means David A. Wheeler, whose address is 677 Dr. Martin Luther King Jr Blvd, Biloxi, MS 39530 and any substitute or successor trustees.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

RYDER PROPERTIES, LLC

By: _____
Glenn Scott Ryder, Manager/Member of Ryder Properties, LLC

By: _____
Randa L Ryder, Member of Ryder Properties, LLC

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Mississippi)
) **SS**
COUNTY OF Jackson)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 29 day of August, 20 14, within my jurisdiction, the within named **Glenn Scott Ryder, Manager/Member of Ryder Properties, LLC and Randa L Ryder, Member of Ryder Properties, LLC,** a Mississippi limited liability company, and acknowledged that for and on behalf of the said limited liability company, and as its act and deed, they signed, executed and delivered the above and foregoing Deed of Trust for the purposes mentioned on the day and year therein mentioned after first having been duly authorized by ~~said limited~~ liability company so to do.

_____
NOTARY PUBLIC

My Commission Expires:
_____

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 99159 STEPHEN W. BURROW Commission Expires May 18, 2015 JACKSON COUNTY

LASER PRO Lending, Ver. 14.2.0.021 Copr. D+H USA Corporation 1997, 2014. All Rights Reserved. - MS M:\CFI\LPL\G01.FC TR-82069 PR-327

Attached to and forming part of Deed of Trust in the amount of $417,350.00 dated 8/29/2014 in the name of Ryder Properties, LLC.

Exhibit "A"

Parcel 1 (Parcel Number 82436480.150)

That certain tract or parcel of land situated in the West half of the West half of the Northwest Quarter of the Southeast Quarter of Section 36, Township 7 South, Range 7 West, Jackson County, Mississippi, and more particularly described as follows, to-wit;

Commencing at a concrete monument which marks the Southwest corner of the Southeast Quarter of said Section 36, Township 7 South, Range 7 West; thence run North 0 degrees 09 minutes East along the half-section line a distance of 1385.5 feet to the North margin of Old Highway 90; thence North 0 degrees 09 minutes East along said half-section line a distance of 270.0 feet; thence South 89 degrees 37 minutes East a distance of 106 feet to the Point of Beginning; thence South 89 degrees 37 minutes East along the North margin of the property now or formerly owned by Malone a distance of 98 feet to the property now or formerly owned by Don M. Williams; thence North 0 degrees 09 minutes East 203.86 feet to the South margin of the right-of-way line of new U. S. Highway 90; thence North 77 degrees 47 minutes West along the South right-of-way line of new Highway 90 a distance of 100.19 feet to the property now or formerly owned by S. L. Sethi; thence South 0 degrees 09 minutes West 224.27 feet to the Point of Beginning. Being the same property described in Deed Book 1508, Page 424, land records of Jackson County, Mississippi.

Signed for Identification:
Ryder Properties, LLC

By: Glenn Scott Ryder, Manager/Member

By: Randa L Ryder, Member

Exhibit A
Location Map

City Of Gautier
Planning Department

0 400 800
Feet

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Prepared by the
City of Gautier
Planning Department

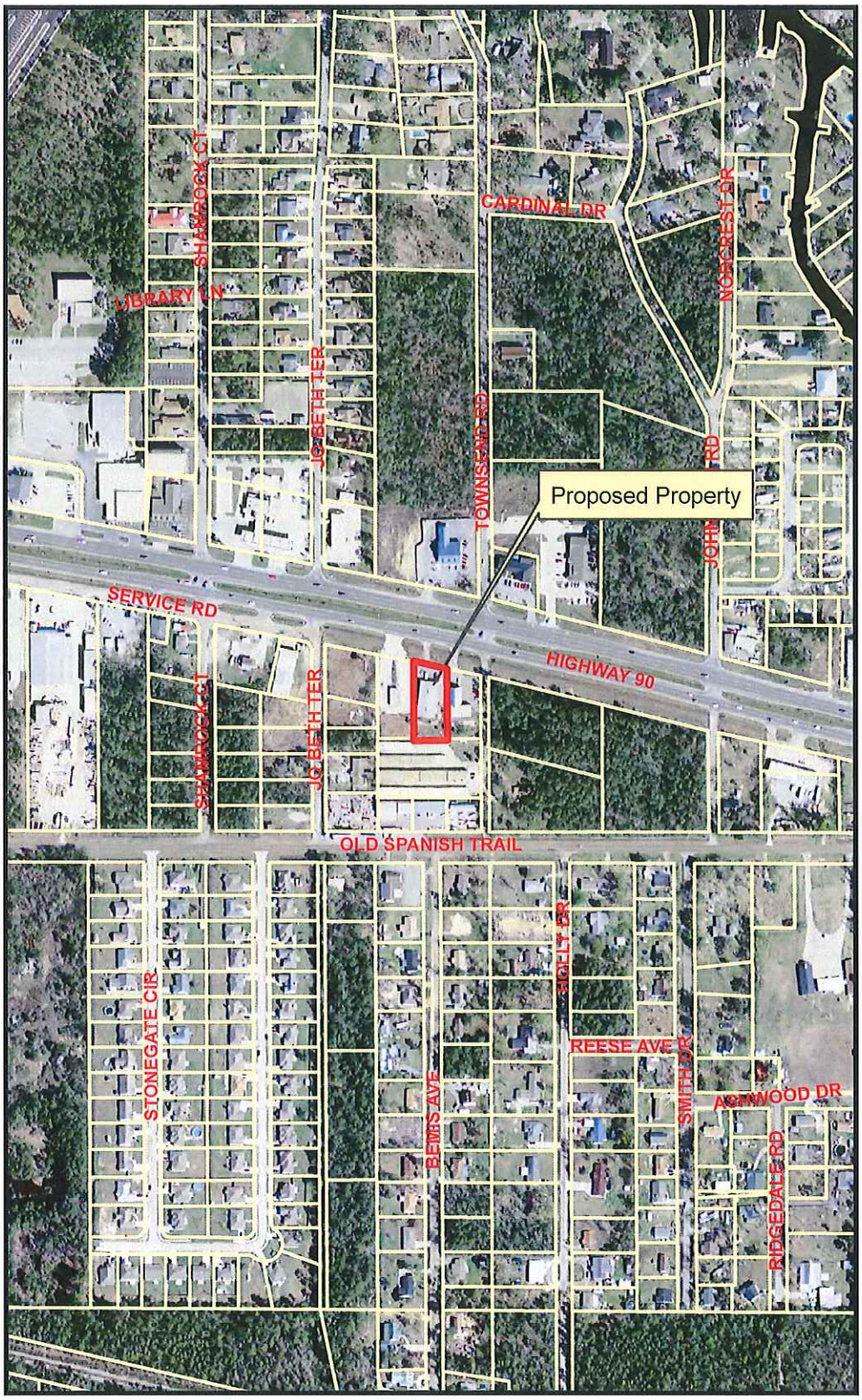
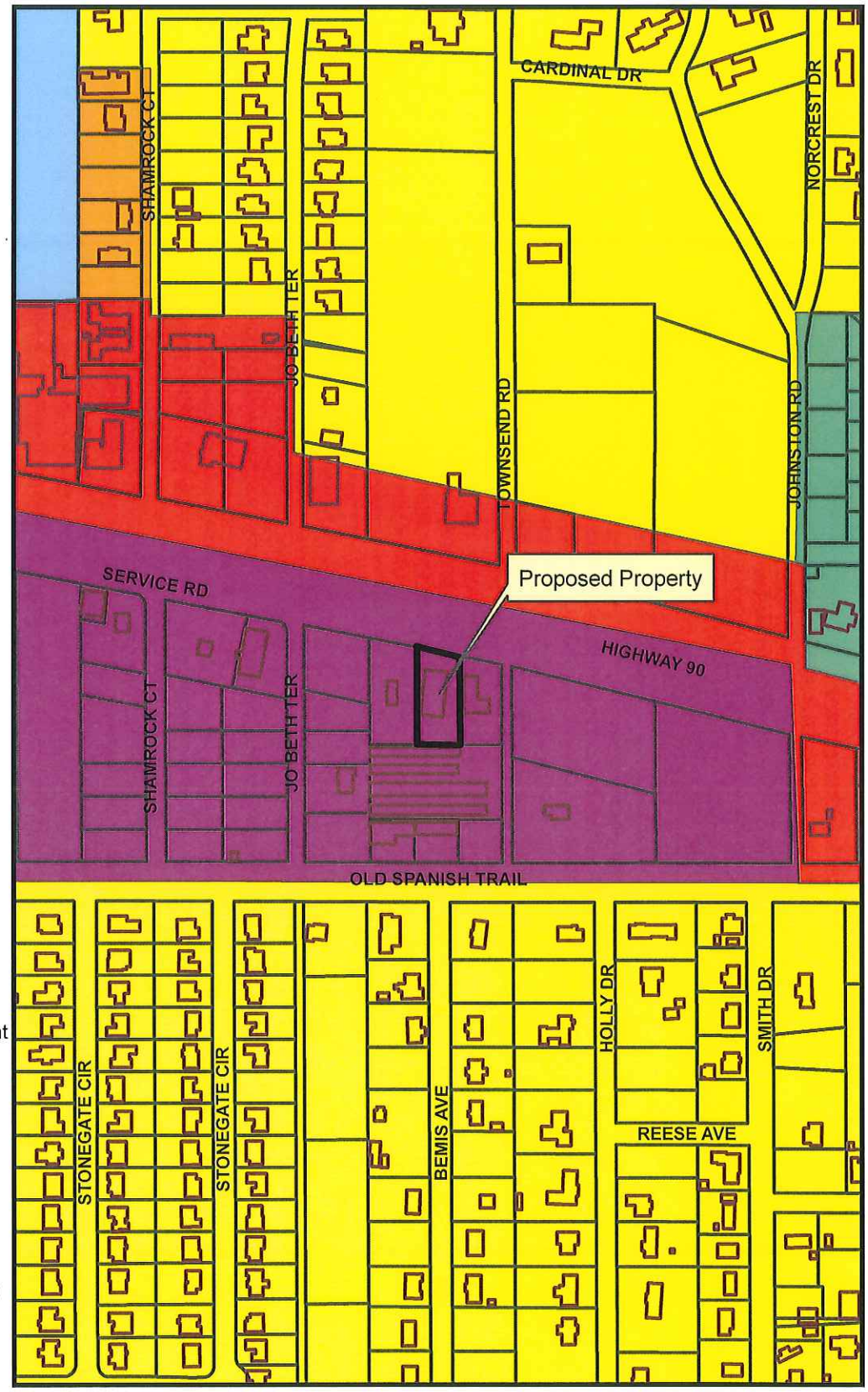


Exhibit B
Existing Zoning Map

City Of Gautier
Planning Department



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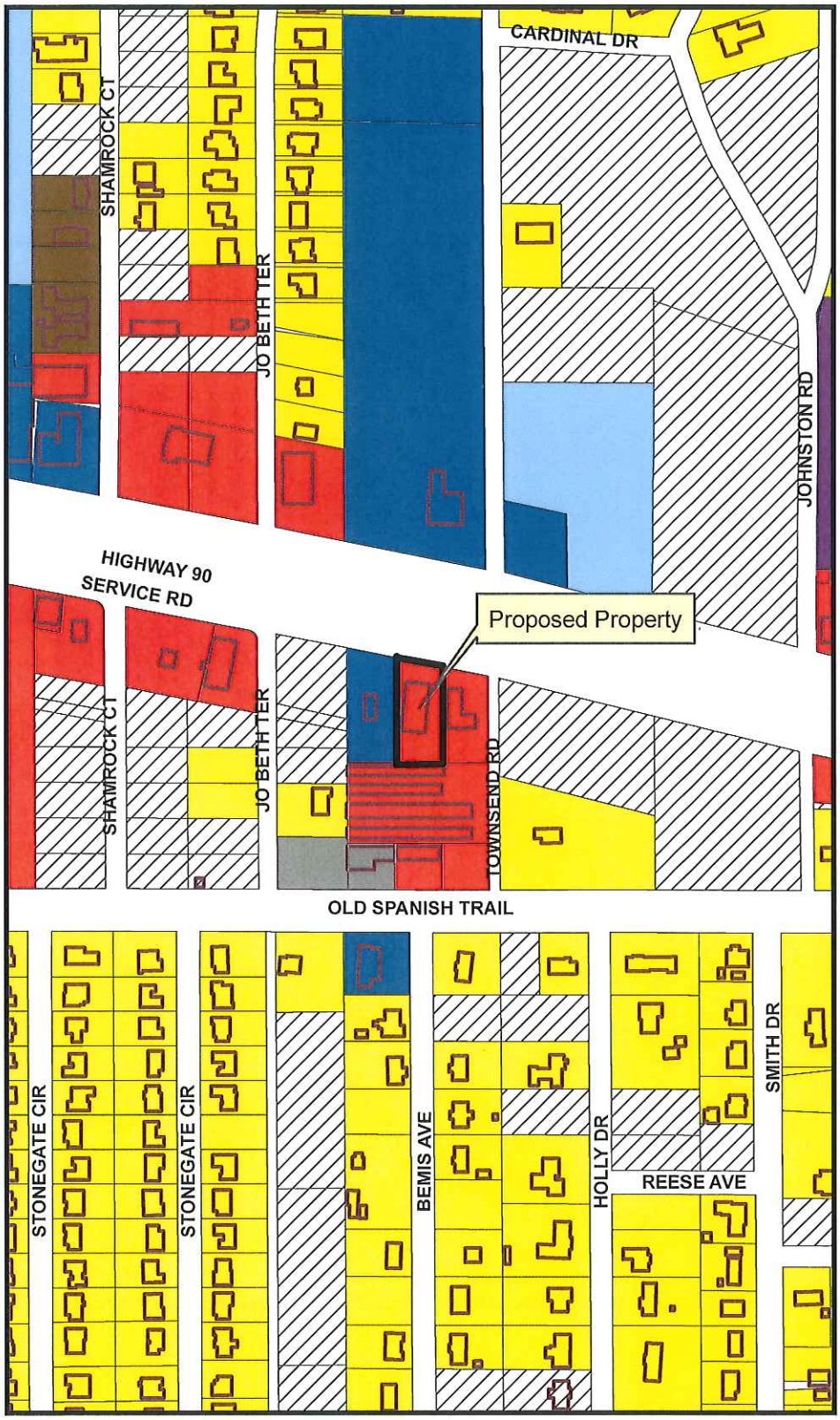
Prepared by the
City of Gautier
Planning Department

Legend

- AG Agricultural
- PL Public/Semi-Public
- PUD Planned Unit Development
- R-1 Low Density Residential
- R-2 Multi-Family Residential
- R-3 Mobile Home District
- MUM
- TC
- MURC-1
- MURC-2
- MURC-MW
- C-1 Neighborhood Commercial
- C-2 Community Commercial
- C-3 Highway Commercial
- I-2 Industrial

Exhibit C
Existing Land Use Map

City Of Gautier
Planning Department



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Prepared by the
City of Gautier
Planning Department

Legend

- GautierParTrimmed

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

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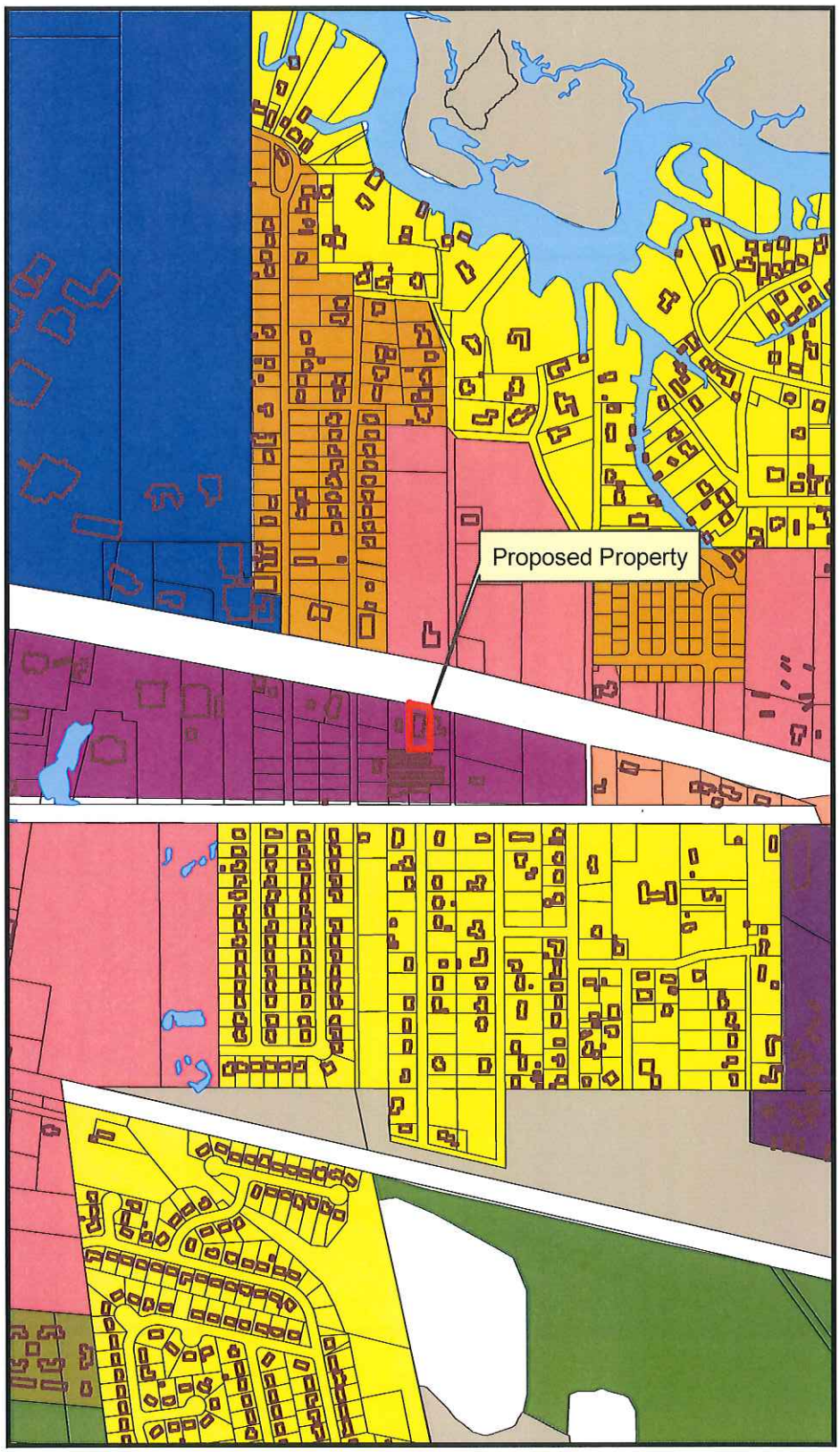
Prepared by the
City of Gautier
Planning Department



Legend

- Civic
- High Impact Commercial
- Conservation
- High Density Residential
- Industrial
- Low Density Residential
- Medium Density Residential
- Mobile Home Residential
- Low Impact Commercial
- Recreational
- Recreational Commercial
- Regional Scale Commercial
- Mixed Use Residential
- Town Center
- Very Low Density Residential

CITY OF GAUTIER
Business Agenda Item #8
Fact Sheet

Council Meeting: September 19, 2017
Title: Authorization to proceed with City of Gautier Water Well Permit Renewals

Introduced by:
Contact Person/Telephone ClearWater Solutions (David Lewis) 497-4121

Summary Explanation: Authorization is requested by ClearWater Solutions, LLC. to proceed with City of Gautier water well permit renewals. The cost of each permit renewal is $10.00 (Total cost of $70.00). Seven of eight permits expire on November 14, 2017 (Exception is Hwy 57 well, which expires July 25, 2021). The new permit period is for ten (10) years (New expiration dates will be November 2027).

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that ClearWater Solutions, LLC. is hereby authorized to proceed with the City of Gautier water well permit renewals in the amount of $70.00.

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

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 September 19, 2017.

ClearWater SOLUTIONS

CLARITY REFINED

Memorandum

To: Mayor and Council Members/City of Gautier

From: David Lewis/ClearWater Solutions

Copy: Paula Yancey/City of Gautier
Scott Ankerson/City of Gautier
Josh Danos/City of Gautier

Date: September 13, 2017

Subject: City of Gautier Water Well Permit Renewals

Mayor and Council Members,

The permits for several City water wells are due for renewal. Below are details related to the permit renewals:

- Seven of eight permits expire on 11-14-17 (Exception is Hwy. 57 well, expires on 7-25-2021)
- New permit period is for 10 years (New expiration dates will be November 2027)
- Cost of each permit renewal is $10.00 (Total cost of $70.00)
- Renewal applications have been completed and are ready for submittal to MDEQ
- A spreadsheet that lists each applicable permit and renewal info is attached

We respectfully request that the Council members consider and provide approval to proceed with the permit renewal process.

Thank you,

David Lewis
Project Manager
ClearWater Solutions
City of Gautier Project

City of Gautier
Water Wells
Issued by MDEQ

	Permit Number	Invoice Number	Expiration Date	Renewal Fee
1.	MS-GW-01388	GWSW-00001846	11/14/2017	$ 10.00
2.	MS-GW-01309	GWSW-00001847	11/14/2017	$ 10.00
3.	MS-GW-15184	GWSW-00001848	11/14/2017	$ 10.00
4.	MS-GW-15185	GWSW-00001849	11/14/2017	$ 10.00
5.	MS-GW-03433	GWSW-00001850	11/14/2017	$ 10.00
6.	MS-GW-05615	GWSW-00001851	11/14/2017	$ 10.00
7.	MS-GW-07201	GWSW-00001852	11/14/2017	$ 10.00

Total Fee's =	$ 70.00

CITY OF GAUTIER
Business Agenda Item #9
Fact Sheet

Council Meeting:	**September 19, 2017**
Title:	**Approval of lease agreement with Singing River, LLC. (Mall Property)**
Introduced by:	
Contact Person/Telephone	**City Manager 497-8000 ext. 306**

Summary Explanation: Approval of agreement with Singing River, LLC. to lease the property located at 2800 Hwy 90, Gautier, Mississippi in exchange for grass cutting and maintenance only. The City of Gautier intends to utilize the leased space for any and all legal purposes and City events until the property is developed.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the agreement with Singing River, LLC. in the amount of $0.00 to lease the property located at 2800 Hwy 90, Gautier, Mississippi in exchange for grass cutting and maintenance only is hereby approved.

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

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

AYES:

NAYS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 19, 2017.

CITY OF GAUTIER
MEMORANDUM

To: City Council
From: Paula Yancey, City Manager
Date: September 12, 2017
Subject: The approval for lease agreement with Singing River, LLC. (Mall Property)

REQUEST:
The City Manager requests the City Council to approve the lease of the property located at 2800 HWY 90 Gautier, MS. with Singing River, LLC, for $0.00 in exchange for grass cutting and maintenance only. The City of Gautier intends to utilize this leased space for any and all legal purposes and City events until the property is developed.

BACKGROUND:
The property shall consist of the unoccupied HWY 90 frontage on the corner of Dolphin Dr. and HWY 90, and the entire front of Dolphin Dr. Singing River, LLC, will lease for a period of two years beginning on the date of execution of the lease by both parties, and ending on the two year anniversary of same, for the rental on the following described property. It is agreed that Singing River, LLC, will be permitted to market and show the leased premises for interest in potential purchasers of the property during the leasehold.

DISCUSSION:
In exchange for, and in consideration of the use of the rental property, the City of Gautier will provide general maintenance including grass cutting, litter control, patching potholes, and tree trimming. Singing River, LLC, will remain responsible for any additional improvements and/or capital expenditures to the property.

RECOMMENDATION:
The City Manager recommends that the City Council approve the lease between the City of Gautier and Singing River, LLC.

The City Council May:

1. Approve the lease between the City of Gautier and Singing River, LLC; or
2. Not approve the lease between the City of Gautier and Singing River, LLC.

STATE OF MISSISSIPPI

COUNTY OF JACKSON

LEASE AGREEMENT

THIS LEASE, made and entered into on this the ____ day of _____, AD., 2017, by and between Singing River, LLC, hereinafter designated as "Lessors" and The City of Gautier, hereinafter designated as "Lessee".

1. Lessors hereby lease and let unto Lessee for a period of two (2) years beginning on the date of execution of this lease by both parties, and ending on the two (2) year anniversary of same, for the rental hereinafter set out, on the following described property, located at 2800 HWY 90, Gautier, Mississippi 39553.

2. The "rental property" shall consist of the unoccupied Highway 90 frontage on the corner of Dolphin Dr. And Highway 90, and the entire frontage of Dolphin Dr. An approximation of the leased premises has been attached as "Exhibit A" to this agreement.

3. The parties appreciate that the Lessee intends to utilize the leased premises for any and all legal purposes.

4. In exchange for, and in consideration of the use of the rental property, Lessee does hereby accept this Lease and the herein described property, subject to the following terms and conditions of this Lease, to which the Parties hereto subscribe and bind themselves:

    a. The Lessors will do the following:

        i. The Lessor will remain responsible for satisfaction of any existing loan payments, liens, or other monetary encumbrances pertaining to the leased premises.

        ii. The Lessors will keep the leased premises free from all liens or encumbrances that would interfere or might interfere with the Lessee's enjoyment of the use of said property.

iii. The Lessor will remain responsible for any additional improvements and/or capital expenditures to the property.

iv. The Lessor will be responsible for any and all structural and subsurface issues concerning the property.

v. The Lessor will be responsible for any and all maintenance and/or defects with the property not specifically enumerated in section 4(b)(i) of this agreement.

vi. Pay all ad valorem taxes and special assessments legally assessed against said real property.

b. The Lessee will do the following:

i. Provide general maintenance for the property, including grass cutting weed control, litter control, patching potholes, and tree trimming.

ii. Occupy and use said property and exercise reasonable diligence and prudence in the preservation thereof and not subject the same to any damage. In the event Lessee makes or causes to be made any improvements to said property, said improvements shall be approved by Lessors, in writing.

iii. Lessee and its employees will be responsible for acting in a reasonably safe manner when occupying the leased premises.

iv. The leased property will be covered by the Lessee's liability coverage for the duration of the leasehold, and Lessors will be listed as an additional insured on said policy.

5. It is agreed that the Lessors will be permitted to market and show the leased premises for interested potential purchasers of the property during the leashold.

6. All of the terms, provisions, conditions, and agreements contained in this Lease Agreement are to apply to and be binding on the parties hereto, their heirs, representatives, executors, administrators, successors or assigns, and whenever in this Lease a reference to any of the parties herein is made, such reference shall be deemed to include, wherever appropriate, their heirs, representative, executors, administrators, successors or assigns.

7. Irrespective of the place of execution or performance, this Contract shall be governed by and construed in accordance with the laws of the State of Mississippi, and all transactions shall be in accordance with the laws of the State of Mississippi. This Contract shall be construed without regard to any presumption or other rule requiring construction against the party causing this Contract to be drafted. If any words or phrases in this Contract shall have been stricken or otherwise eliminated, whether or not any other words or phrases have been added, this Contract shall be construed as if the words or phrases so stricken or eliminated were never included in this Contract and no implication or reference shall be drawn from the fact that said words or phrases were so stricken or otherwise eliminated. All terms and words used in this Contract, regardless of the number or gender in which they are used, hall be deemed to include any other number and any other gender as the context may require.

8. Either party to this agreement may terminate upon ninety (90) days written notice.

9. A photostatic, copy, facsimile or electronic signature of this document or separate acknowledgment or approval of same shall have the same force and effect as "ink" signatures and shall act as a fully executed original and that third parties may rely upon same.

WITNESS THE EXECUTION of this instrument on the date first hereinabove recited for the effective date of _____, 2017.

LESSORS:	LESSEE:
SINGING RIVER, LLC	THE CITY OF GAUTIER
BY:_____	BY: _____ PAULA YANCEY, City Manager

STATE OF _____

COUNTY OF _____

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named Lee Brumfield, who acknowledged to me that he has the authority to bind Singing River, LLC as owner of the above-described property, and in such capacity signed, sealed, delivered, and executed the above and foregoing instrument on the date therein as the act and deed of Singing River, LLC, after first having been duly authorized by said entity, so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the ____ day of _____, A.D., 2017.

_____

NOTARY PUBLIC

My Commission Expires:_____

STATE OF _____

COUNTY OF _____

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named Paula Yancey, who acknowledged to me that she is the City Manager of the City of Gautier, and in such capacity signed, sealed, delivered, and executed the above and foregoing instrument on the date therein as the act and deed of The City of Gautier, after first having been duly authorized by said municipality, so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the ____ day of _____, A.D., 2017.

_____

NOTARY PUBLIC

My Commission Expires:_____

Mall Property Proposed Lease Area

N
W E
S

Prepared by the City Of Gautier Planning Department

Legend

Property Boundary

Proposed Lease Area

Distance Line Segment

CITY OF GAUTIER
Business Agenda Item #10
Fact Sheet

Council Meeting: September 19, 2017
Title: Approval of Docket of Claims

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

Summary Explanation: Approval of the Docket of Claims.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2017

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

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

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

AYES:

NAYS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 19, 2017.

Docket of Claims
Release date from 09/19/2017 thru 09/19/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BELL AUTO PARTS INC	172821	09/19/2017	09/01/2017			460.60	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-639	AIR FILTER, 5GAL HYD FLUID	42194	08/03/2017		63.84
001-170-639	MOWER BLADE(6),SPARK PLUG(12)	42193	08/08/2017		146.76
001-161-638	HOSE FITTING: E3	42195	08/11/2017		138.50
001-100-570	5GAL WASH FLUID	42191	08/11/2017		62.00
001-100-570	OIL PICKUP TUBE: U #31	42199	08/31/2017		49.50

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ALLENS TIRE AND WHEEL	172823	09/19/2017	09/01/2017			153.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-205-638	PATCH TIRE (2): #37	082817	08/28/2017		50.00
001-170-639	TRAILER TIRE, MOUNT, DISPOSAL	171079	08/29/2017		103.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	PASCAGOULA UTILITIES	172824	09/19/2017	09/01/2017			68.03	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-630	CENTRAL FIRE STN	1893342	08/29/2017		15.48
001-161-630	SOUTH FIRE STN	1893525	08/29/2017		52.55

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SYSCON INC	172826	09/19/2017	09/05/2017			1,475.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-010-698	SEP 2017 COURT SUPPORT	1-42576	09/01/2017		1,475.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SECURE NETWORKS LLC	172827	09/19/2017	09/05/2017			2,430.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-698	OCT 2017 NETWORK SERVICES	3157	08/15/2017		2,280.00
001-092-698	OCT 2017 SYNCHRONIZED EMAIL	3157	08/15/2017		150.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AUTO TRUCK AND TRAILER PARTS INC	172828	09/19/2017	09/05/2017			1,027.35	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-638	PARTS (6): E3	264087	08/01/2017		42.11
001-161-638	WHITE LED (3), BULB: E3	264105	08/02/2017		47.40
001-161-638	BULB (2): E3	264067	08/03/2017		9.70
001-161-638	FUEL, OIL (8): S48	264142	08/04/2017		47.58
001-161-638	BULB (2): E3	264175	08/07/2017		39.30
001-100-570	BATTERY: U #14399	264083	08/07/2017		99.00
001-161-638	BUSHING KIT: S48	264220	08/10/2017		176.44
001-100-570	MOTOR FITTING (3)	264302	08/14/2017		58.47
001-100-570	ANODE, TAB, KNOB: POLICE BOAT	264255	08/15/2017		60.45
001-100-570	DEGREASER: U #60	264305	08/15/2017		8.00
001-100-570	WIPERS (5)	264322	08/15/2017		32.50
001-100-570	QT TRANS FLUID (12)	264378	08/16/2017		51.60
001-100-570	GAL ANTIFREEZE (4)	264391	08/17/2017		55.40
001-100-570	TAG LIGHT: U #25	263915	08/24/2017		23.20
001-170-639	MARINE SWITCH: TRACTOR	263951	08/28/2017		33.80
001-100-570	FILTER (12)	264025	08/31/2017		23.40
001-170-639	HYD HOSE: TRACTOR	264013	08/31/2017		21.00
001-161-638	BATTERY (2): CMD 33	264010	08/31/2017		198.00

Docket of Claims
Release date from 09/19/2017 thru 09/19/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DELTA SANITATION OF MS LLC	172830	09/19/2017	09/06/2017			35.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-698 FRAZIER PORT O LET			0000851005	08/31/2017			35.00
001	STEINER SAW & MOWER	172832	09/19/2017	09/06/2017			94.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-639 BLADE BOLT(3), AIR FILTER			987313	08/08/2017			36.00
	001-170-639 GAS CAP (2), WRENCH (3)			987209	08/29/2017			58.00
001	O'REILLY AUTO PARTS	172837	09/19/2017	09/06/2017			560.57	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-638 METALLIC PAD (2)			1978466346	07/31/2017			41.05
	001-170-639 TRANSFORMER			1978466515	08/02/2017			39.99
	001-170-638 BRUSH(3), ADH CLEANER, SCRAPER			1978467337	08/10/2017			45.91
	001-170-638 BATTERY			1978467775	08/15/2017			104.43
	001-161-638 SEALED BEAM,TRANS FLUID: E4,E5			1978468372	08/21/2017			118.87
	001-040-638 VEH MAINTENANCE (5): A-1 VAN			1978468472	08/22/2017			57.15
	001-170-639 ALTERNATOR			1978463564	07/05/2017			181.35
	001-170-639 CR RTN: ALTERNATOR			1978468773	08/25/2017			-181.35
	001-170-639 BATT TERMINAL (2)			1978469118	08/28/2017			8.22
	001-170-638 GASKET KIT,FREON (2), PAG OIL			1978466304	07/31/2017			73.03
	001-100-638 SPARK PLUG (8): U #13408			1978469134	08/28/2017			71.92
001	MALLETTE BROTHERS CONSTRUCTION INC	172838	09/19/2017	09/06/2017			1,725.45	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-201-576 35.64 RAP TN			19412	08/31/2017			1,069.20
	001-201-576 8.51 SACTUN A-BASE TN			19412	08/31/2017			255.30
	001-201-576 7.29 RIP RAP TN			19412	08/31/2017			400.95
001	LOWES HOME CENTERS INC	172843	09/19/2017	09/07/2017			2,588.17	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-639 WP ELECTRIC RANGE: SOUTH STN			976832	07/25/2017			334.23
	001-161-559 ICEMAKER KIT			902273	07/25/2017			45.88
	001-161-559 CRT RTN: CIRCUIT BREAKER			902405	07/26/2017			-8.37
	001-161-559 DECK SPRAYER, CLEANER			909174	07/26/2017			39.06
	001-161-559 GE 30A BREAKER			902408	07/26/2017			8.78
	001-161-559 TURN ANGLE VALVE			901170	07/26/2017			8.37
	001-205-559 DRILL BIT			902719	07/27/2017			7.70
	001-205-559 JOINT KNIFE (2), MUD PAN			901324	07/31/2017			10.41
	001-161-559 CR RTN: 30A BREAKER			903780	07/31/2017			-8.78
	001-201-576 BACOT PARK: CATCH BASIN			902545	07/31/2017			60.01
	001-161-559 DRYER CORD,VENT, 30A BREAKER			901350	07/31/2017			44.60
	001-161-559 DRYER VENT,DUCT, 30A BREAKER			902434	08/04/2017			24.16
	001-161-559 DRYER VENT KIT, DRYER DUCT			902443	08/04/2017			15.80
	001-170-559 BLANK KEY			902429	08/04/2017			2.31
	001-170-635 ADA RAMP SUPPLIES:FRAZIER PARK			977621	08/07/2017			1,711.52
	001-170-559 WASP/HORNET INSECT KILL (2)			902283	08/08/2017			5.53
	001-170-559 STAIN & ODOR REMOVER, FEBREZE			909595	08/09/2017			39.51
	001-170-559 100 FT PEX PIPE			915640	08/14/2017			45.33
	001-161-559 LIGHT BULB (2)			909894	08/18/2017			16.72

Docket of Claims
Release date from 09/19/2017 thru 09/19/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	LOWES HOME CENTERS INC	172843	09/19/2017	09/07/2017			2,588.17	(CONTINUED)
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-635 ADA RAMP SUPPLIES:FRAZIER PARK			902600	08/21/2017			136.13
	001-161-559 VINYL HOSE,METAL HOSE(2),GLADE			909737	08/21/2017			49.27
001	MS DEPT OF FINANCE & ADMIN	172846	09/19/2017	09/09/2017			20,905.19	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-000-300 AUG 2017 COURT ASSESSMENT			08312017	09/01/2017			20,905.19
001	MS DEPT OF PUBLIC SAFETY	172847	09/19/2017	09/09/2017			1,368.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-000-300 AUG 2017 SPECIAL ASSESSMENTS			08312017	09/01/2017			1,368.00
001	APRIL HAVENS	172848	09/19/2017	09/09/2017			352.23	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-021-681 REIMB HOTEL:BENEFIT COST TRNG			61839870	08/30/2017			265.96
	001-021-681 PER DIEM REIMBURSEMENT			08302017	08/30/2017			86.27
001	BORDIS & DANOS PLLC	172849	09/19/2017	09/09/2017			7,916.67	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-060-602 SEP 2017 RETAINER			45	09/12/2017			7,916.67
001	FEDERAL EXPRESS	172850	09/19/2017	09/09/2017			42.01	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-090-607 OVERNIGHT GRANTS PKG			5913-78776	08/30/2017			42.01
001	DIRECTV LLC	172851	09/19/2017	09/09/2017			140.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-698 WEST STN: 022727663 (OCT)			09132017	09/14/2017			140.00
001	AIRGAS USA LLC	172852	09/19/2017	09/11/2017			205.17	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-205-588 CYLNDER RENTAL			9947381812	08/31/2017			205.17
001	G&K SERVICES INC	172854	09/19/2017	09/11/2017			269.96	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-205-535 MAINTENANCE			6033856764	08/07/2017			67.49
	001-205-535 MAINTENANCE			6033417324	08/14/2017			67.49
	001-205-535 MAINTENANCE			6033420183	08/21/2017			67.49
	001-205-535 MAINTENANCE			6033423091	08/28/2017			67.49
001	CABLE ONE INC	172855	09/19/2017	09/11/2017			129.01	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-698 SEP 2017: #107571481			08252017	09/01/2017			129.01
001	COG HEALTH BENEFIT RESERVE	172866	09/19/2017	09/12/2017			50,000.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-001-480 EXPENSE INSURANCE BALANCE			FY 2017	09/12/2017			2,400.00
	001-010-480 EXPENSE INSURANCE BALANCE			FY 2017	09/12/2017			600.00
	001-090-480 EXPENSE INSURANCE BALANCE			FY 2017	09/12/2017			1,600.00
	001-100-480 EXPENSE INSURANCE BALANCE			FY 2017	09/12/2017			35,000.00
	001-161-480 EXPENSE INSURANCE BALANCE			FY 2017	09/12/2017			10,000.00
	001-170-480 EXPENSE INSURANCE BALANCE			FY 2017	09/12/2017			400.00

Docket of Claims
Release date from 09/19/2017 thru 09/19/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	JACKSON COUNTY ADULT DETENTION CENTER	172868	09/19/2017	09/12/2017			15,860.45	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-010-696 AUG 2017 ADC CHGS			08312017	09/12/2017			15,855.00
	001-010-696 PHARMACY CHARGES			08312017	09/12/2017			5.45
001	BOYS & GIRLS CLUBS OF JACKSON COUNTY INC	172869	09/19/2017	09/13/2017			833.37	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-645 AUG 2017 CLUB SUPPORT			08312017	09/08/2017			833.37
001	MUNICIPAL CODE CORPORATION	172870	09/19/2017	09/13/2017			350.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-040-699 ADMIN SUPPORT FEE 9/17-8/18			294905	09/06/2017			350.00
001	ED'S HOUSEHOLD HEAT AND AIR INC	172871	09/19/2017	09/13/2017			76.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-635 AC SERVICE: CENTRAL FD			8840	08/28/2017			76.00
001	FOSTERS A/C & HEATING INC	172872	09/19/2017	09/13/2017			105.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-635 AC SERVICE CALL: POLICE STN			W1019877	08/28/2017			105.00
001	FOSTERS A/C & HEATING INC	172873	09/19/2017	09/13/2017			80.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-635 REPL 2 FILTERS			P1018321M	08/29/2017			80.00
001	MSC 7511	172874	09/19/2017	09/13/2017			470.88	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-698 FFO200-01 RENTAL FEE			INV2050996	09/05/2017			470.88
001	SPORTSCONDUCTOR LLC	172875	09/19/2017	09/13/2017			477.95	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-502 2017 CHEER (30)			4061	09/01/2017			118.50
	001-170-502 2017 FOOTBALL (91)			4061	09/01/2017			359.45
001	R360 LLC	172876	09/19/2017	09/13/2017			10,000.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-021-688 PRO-ACTIVE RECRUITMENT UPGRADE			60	08/30/2017			10,000.00
001	WLOX	172877	09/19/2017	09/13/2017			878.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-021-513 AIR COMMERCIAL:BROAD ROTATION			1781881-2	08/31/2017			370.00
	001-021-513 AIR COMM: GOOD MORNING AMERICA			1781881-2	08/31/2017			450.00
	001-021-513 AIR COMM: GOOD MORNING MS			1781881-2	08/31/2017			58.00
001	C SPIRE WIRELESS	172879	09/19/2017	09/13/2017			968.57	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-021-605 CITY MGR CELL PHONES			0030759348	08/31/2017			150.81
	001-022-605 HR CELL PHONES			0030759348	08/31/2017			50.27
	001-040-605 ADMIN CELL PHONES			0030759348	08/31/2017			134.73
	001-090-605 PLANNING CELL PHONES			0030759348	08/31/2017			150.81

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	C SPIRE WIRELESS	172879	09/19/2017	09/13/2017			968.57	(CONTINUED)

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-698	IPAD SERVICE (3)	0030759348	08/31/2017		102.57
001-161-605	FIRE DEPT CELL PHONES	0030759348	08/31/2017		156.00
001-170-605	RECREATION CELL PHONES	0030759348	08/31/1017		154.06
001-205-605	MAINT CELL PHONES	0030759348	08/31/2017		19.33
001-161-559	OTTERBOX CASE: MCCOY	0030759348	08/31/2017		49.99

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CABLE ONE INC	172881	09/19/2017	09/13/2017			213.05	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-699	SEP 2017: #107718371	09012017	09/18/2017		213.05

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CABLE ONE INC	172882	09/19/2017	09/13/2017			65.19	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-699	AUG CABLE BOX PD: #118476316	09012017	09/08/2017		65.19

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN OF MS	172883	09/19/2017	09/13/2017			3,141.46	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-525	UNL FUEL	NP51304485	09/04/2017		125.05
001-100-525	UNL FUEL	NP51304485	09/04/2017		2,506.15
001-161-525	DSL FUEL	NP51304485	09/04/2017		225.24
001-170-525	UNL & DSL FUEL	NP51304485	09/04/2017		166.01
001-205-525	UNL FUEL	NP51304485	09/04/2017		119.01

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN OF MS	172885	09/19/2017	09/13/2017			2,750.54	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-525	UNL FUEL	NP51339708	09/11/2017		73.74
001-100-525	UNL FUEL	NP51339708	09/11/2017		2,048.05
001-161-525	UNL & DSL FUEL	NP51339708	09/11/2017		351.66
001-170-525	UNL & DSL FUEL	NP51339708	09/11/2017		277.09

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CABLE ONE INC	172886	09/19/2017	09/13/2017			88.94	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-699	SEPT 2017 SUB STN: #001100699	09012017	09/08/2017		88.94

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CREDIT CARD CENTER	172887	09/19/2017	09/13/2017			1,792.43	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-001-559	MENS SHIRTS (3): GEORGE,C	08022017	08/03/2017		63.48
001-170-502	OMNI CHEER FIT KIT	08022017	08/03/2017		150.00
001-001-559	NAME BADGE (7): COUNCIL	08032017	08/04/2017		90.12
001-021-559	NAME BADGE: CITY MGR	08032017	08/04/2017		12.87
001-170-682	MRPA MEMBERSHIP DUES: BILBO	08072017	08/08/2017		65.00
001-170-681	2017 MRPA CONFERENCE: BILBO	08072017	08/08/2017		255.00
001-001-681	EXPEDIA CANCELLATION PLAN	08092017	08/10/2017		29.00
001-001-681	FLIGHT-DC TRIP: TORJUSEN,P	08092017	08/11/2017		407.61
001-161-681	HOTEL-MSFA SEMINAR: JONES,R	08172017	08/18/2017		198.38
001-100-559	CREDIT: NOTARY-AGUILAR	08172017	08/18/2017		-134.00
001-170-681	DUPL CHG-REVERSAL REQUESTED	08172017	08/18/2017		255.00
001-045-500	LANIER TONER CARTRIDGES (3)	08222017	08/23/2017		399.97

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SOUTH MISSISSIPPI BUSINESS MACHINES INC	172897	09/19/2017	09/14/2017			360.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-699	BASE RATE CHG: MC17431-02	AR304958	07/31/2017		360.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ALABAMA MEDIA GROUP	172898	09/19/2017	09/14/2017			89.52	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-040-615	REZONING ORD: GPC #17-18-RZ	0008308070	08/18/2017	171129	52.80
001-090-500	PUBLIC NOTICE: GPC #17-09-RZ	0008309434	08/20/2017	171136	18.60
001-090-500	PUBLIC NOTICE: GPC #17-11-CU	0008309439	08/20/2017	171136	18.12

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ESTABROOK MOTOR CO INC	172899	09/19/2017	09/14/2017			451.16	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-638	THROTTLE BODY: S48	226083	08/24/2017	171148	451.16

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	TEAM ONE COMMUNICATIONS INC	172900	09/19/2017	09/14/2017			1,426.50	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-639	REPR RADIO:XTS2500 #205CJF7123	9080105051	09/05/2017	171005	433.00
001-100-639	REPR RADIO:XTS2500 #205CJF7111	9080104951	09/05/2017	171005	433.00
001-100-639	REPR RADIO:XTS2500 #205CJF7105	9080104911	09/05/2017	171005	433.00
001-100-639	LABOR: XTS2500 #205CJF7109	9080104941	09/05/2017	171005	42.50
001-100-639	LABOR: XTS2500 #205CJF7095	9080104931	09/05/2017	171005	85.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ACTION PRINTING CENTER INC	172901	09/19/2017	09/14/2017			321.44	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-620	POLICE TOW LABELS (1000)	92549	09/13/2017	171146	321.44

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MID SOUTH UNIFORM & SUPPLY INC	172902	09/19/2017	09/14/2017			976.65	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-559	SS NAVY BLUE SHIRT (9)	566689	09/08/2017	171116	385.74
001-100-559	NAVY PANTS W/STRIPE (9)	566689	09/08/2017	171116	376.11
001-100-559	RAID JACKET (3)	566689	09/08/2017	171116	51.81
001-100-559	NAVY/LT BLUE BRAID (18)	566689	09/08/2017	171116	76.50
001-100-559	MER ID PANEL (3)	566689	09/08/2017	171116	49.74
001-100-559	EMBROIDERY BACK (3)	566689	09/08/2017	171116	3.75
001-100-559	EMBROIDERY FRONT (3)	566689	09/08/2017	171116	15.00
001-100-559	SEW ON PATCH (18)	566689	09/08/2017	171116	18.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MS FIRE ACADEMY	172904	09/19/2017	09/14/2017			605.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-681	HOW TO DVLP/ASST PFP: GUTHRIE	25707	09/13/2017	171092	240.00
001-161-681	HOW TO DVLP/ASST PFP:HOCANSON	25707	09/13/2017	170911	240.00
001-161-681	FIRE SERV CHAPLAIN: MCCLURE,M	25716	09/14/2017		125.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BSN SPORTS	172906	09/19/2017	09/14/2017			458.06	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-502	PEE WEE GAME FTBL (6)	900373999	08/30/2017	171163	226.26
001-170-502	JUNIOR GAME FTBL (4)	900373999	08/30/2017	171163	157.40
001-170-502	BELT W/YELLOW FLAG (24)	900373999	08/30/2017	171163	74.40

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	LAWRENCE PRINTING COMPANY INC	172907	09/19/2017	09/14/2017			383.97	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-040-500	MINUTE BOOK 40 & 41 (2)	20656	09/11/2017	171125	196.00
001-040-500	SHIPPING	20656	09/11/2017	171125	14.82
001-040-500	MINUTE BOOK PAPER (2)	20699	09/11/2017	171125	164.00
001-040-500	SHIPPING	20699	09/11/2017	171125	9.15

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER PAINT & BODY	172910	09/19/2017	09/14/2017			455.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-638	REPR FRAME CROWN VIC: U #66	00013998	08/16/2017	171111	455.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SOUTHERN PIPE & SUPPLY	172911	09/19/2017	09/14/2017			94.45	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-577	GRID STRAINER: BACOT PARK	1100826-00	08/24/2017	171151	17.05
001-170-577	WATER SAVER REPR KIT (3)	1100826-00	08/24/2017	171151	77.40

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	HAYGOODS INDUSTRIAL ENGRAVERS INC	172912	09/19/2017	09/14/2017			10.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-559	NAME INSERT: JAMES LEE	27444	09/01/2017	171175	10.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	NAFECO INC	172913	09/19/2017	09/14/2017			3,054.80	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-535	MEN NAVY PANT (29)	891294	08/24/2017	171044	1,302.10
001-161-535	LS WHITE SHIRT (9)	891294	08/24/2017	171044	431.55
001-161-535	LS NAVY SHIRT (21)	891294	08/24/2017	171044	1,006.95
001-161-535	NAVY TIE (30)	891294	08/24/2017	171044	186.30
001-161-535	LADY NAVY PANT	891294	08/24/2017	171044	44.90
001-161-535	SHIPPING	891294	08/24/2017	171044	83.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CABLE ONE INC	172914	09/19/2017	09/14/2017			7,248.96	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-698	INTERNET LINE CONST: GM PARK	08022017	09/06/2017	171090	7,248.96

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MS TOOL SUPPLY	172915	09/19/2017	09/14/2017			310.72	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-559	49" RAINCOAT YELLOW (8)	5812000	09/07/2017	171131	159.12
001-100-559	REFLECTIVE PANEL (8)	5812000	09/07/2017	171131	64.00
001-100-559	REFLECTIVE TRIM (8)	5812000	09/07/2017	171131	64.00
001-100-559	SHIPPING	5812000	09/07/2017	171131	23.60

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SECURE NETWORKS LLC	172917	09/19/2017	09/14/2017			1,239.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-040-500	OPTIPLEX 3040 WINDOWS 7	3185	09/11/2017	171161	783.00
001-040-500	MS HOME & BUSINESS 2016	3185	09/11/2017	171161	250.00
001-040-500	VIEWSONIC 24" LED MONITOR	3185	09/11/2017	171161	152.00
001-040-500	DELL DISPLAY TO VGA ADAPTER	3185	09/11/2017	171161	29.00
001-040-500	SHIPPING: BANG, A	3185	09/11/2017	171161	25.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	172918	09/19/2017	09/14/2017			198.15	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-040-500 HP 05A TONER CARTRIDGE 2/PK			3350524923	08/26/2017	171157		137.45
	001-100-500 100/PK DVD-R SPINDLE (2)			3350524935	08/26/2017	171158		43.72
	001-100-559 100/PK CD/DVD PAPER SLEEVE (2)			3350524935	08/26/2017	171158		16.98
001	WARING OIL COMPANY LLC	172920	09/19/2017	09/14/2017			1,819.40	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-525 700 GALS 87 NO-LEAD GAS			001601079	09/06/2017	171197		1,819.40
001	SIEGEL'S UNIFORM	172921	09/19/2017	09/14/2017			397.90	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-535 DB DRESS COAT			342303	09/05/2017	171053		259.95
	001-161-535 MALTESE CROSSES (4)			342303	09/05/2017	171053		8.00
	001-161-535 DRESS COAT SLEEVE STRIPE (2)			342303	09/05/2017			30.00
	001-161-535 DRESS TROUSER			342303	09/05/2017			99.95
001	FIREFIGHTERS BOOKSTORE	172923	09/19/2017	09/14/2017			102.89	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-681 FD INCIDENT/SAFETY/OFCR BOOK			INV122767	08/25/2017	171153		95.90
	001-161-681 SHIPPING			INV122767	08/25/2017	171153		6.99
001	CORE & MAIN LP	172924	09/19/2017	09/14/2017			3,568.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-201-576 24 N-12 WTIB CORR PIPE (200)			H766352	09/07/2017	171199		3,568.00
001	OCCUPATIONAL HEALTH CENTER INC	172925	09/19/2017	09/14/2017			170.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-604 PRE-EMP PHY: GILLESPIE			125501	09/05/2017	171149		65.00
	001-161-604 PRE-EMP DRUG SCREEN:GILLESPIE			125501	09/05/2017	171149		60.00
	001-161-604 PRE-EMP PFT: GILLESPIE			125501	09/05/2017	171149		45.00
001	ECONOMY BOOTS SALES & SERVICE	172926	09/19/2017	09/14/2017			100.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-535 DUTY BOOTS: HERMES, TIM			42442	08/02/2017	171059		100.00
001	RED RIVER SPECIALTIES INC	172927	09/19/2017	09/14/2017			185.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-201-559 CREDIT 41 EXTRA 2.5GAL (10)			609368	09/06/2017	171150		150.00
	001-201-559 FREIGHT			609368	09/06/2017	171150		35.00
001	MS DEPT OF PUBLIC SAFETY	172928	09/19/2017	09/14/2017			135.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-000-300 AUG 2017 INTERLOCK IGN SUMMARY			08312017	09/14/2017			135.00

FUND TOTAL 1 Claims to Checks 63 Total 154,258.81 Manual Held Total 154,258.81

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
007	HANCOCK BANK	172878	09/19/2017	09/13/2017			635.00	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
007-680-803	AGENT/ADMIN FEES:KATRINA BOND	27484	09/11/2017		635.00

FUND TOTAL 7 Claims to Checks 1 Total 635.00 Manual Held Total 635.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
050	M&D CONSTRUCTION COMPANY INC	172888	09/19/2017	09/13/2017			89,831.53	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
050-300-778	CONSTRUCTION 36%	M&D 0 1754	08/25/2017		89,831.53

FUND TOTAL 50 Claims to Checks 1 Total 89,831.53 Manual Held Total 89,831.53

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
157	MID SOUTH UNIFORM & SUPPLY INC	172903	09/19/2017	09/14/2017			4,419.81	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
157-100-799	SS NAVY SHIRT (3)	566658	09/07/2017	170901	129.78
157-100-799	PANTS W/STRIPE (3	566658	09/07/2017	170901	126.63
157-100-799	LS SHIRT NAVY (2)	566658	09/07/2017	170901	92.12
157-100-799	ARMORSKIN CARRIER NAVY (3)	566658	09/07/2017	170901	267.51
157-100-799	SS ARMORSKIN BASE SHIRT (3)	566658	09/07/2017	170901	92.50
157-100-799	SEW ON PATCH (14)	566658	09/07/2017	170901	14.00
157-100-799	NAVY/LT BLUE BRAID (6)	566658	09/07/2017	170901	25.50
157-100-799	ARMORSKIN CARRIER NAVY (3)	566690	09/08/2017	171133	267.51
157-100-799	SBA ARMOR LVL 2 MALE (3)	566688	09/08/2017	170545	1,800.00
157-100-799	SBA M1 CONCEALABLE CARRIER (3)	566688	09/08/2017	170545	216.00
157-100-799	SBA SOFT TRAUMA PLATE (3)	566688	09/08/2017	170545	60.00
157-100-799	ARMORSKIN CARRIER NAVY (3)	566688	09/08/2017	170545	267.51
157-100-799	SS ARMOSKIN BASE SHIRT (3)	566688	09/08/2017	170545	138.75
157-100-799	SEW ON PATCH (6)	566688	09/08/2017	170545	6.00
157-100-799	MOTORCYCLE BREECHES (5)	566688	09/08/2017	170545	765.00
157-100-799	NAVY/LT BLUE BRAID (12)	566688	09/08/2017	170545	51.00
157-100-799	ALTER VEST PANEL	566688	09/08/2017	170545	100.00

FUND TOTAL 157 Claims to Checks 1 Total 4,419.81 Manual Held Total 4,419.81

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
160	MS FIRE INVESTIGATORS ASSN	172909	09/19/2017	09/14/2017			175.00	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
160-090-681	MFIA FALL SEMINAR: MCCOY, D	102527	09/07/2017	171202	175.00

FUND TOTAL 160 Claims to Checks 1 Total 175.00 Manual Held Total 175.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
171	LOWES HOME CENTERS INC	172842	09/19/2017	09/07/2017			454.60	

Account Number	Description	Invoice #	Date	P.O.	Amount
171-176-779	WATER LINE PARTS: RV SITE	901649	08/09/2017		454.60

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
171	MORAN HAULING INC	172889	09/19/2017	09/13/2017			30,079.19	

Account Number	Description	Invoice #	Date	P.O.	Amount
171-176-779	SITE WORK	7	08/30/2017		3,300.45
171-176-779	C/O: PARKING AREA	7	08/30/2017		19,750.00
171-176-779	REDUCTION IN RETAINAGE	7	08/30/2017		7,028.74

FUND TOTAL 171 Claims to Checks 2 Total 30,533.79 Manual Held Total 30,533.79

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	BELL AUTO PARTS INC	172822	09/19/2017	09/01/2017			104.53	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-639 / SPRAY WAND(2),SPARY NOZZLE(3)			42192	08/09/2017			104.53
176	BLOSSMAN GAS, INC.	172825	09/19/2017	09/05/2017			54.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-639 / TANK RENTAL: SHEPARD HOUSE			954221	06/30/2017			54.00
176	AUTO TRUCK AND TRAILER PARTS INC	172829	09/19/2017	09/05/2017			16.45	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-639 / TUBE, BALL VALVE, AIR FITTING			264198	08/08/2017			16.45
176	LOWES HOME CENTERS INC	172840	09/19/2017	09/07/2017			18.38	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-586 / REPR PARTS: CAMPSITE #24			902012	08/07/2017			18.38
176	C SPIRE WIRELESS	172880	09/19/2017	09/13/2017			50.27	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-605 / CELL PHONE			0030759348	08/31/2017			50.27
176	FUELMAN OF MS	172884	09/19/2017	09/13/2017			26.19	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-525 / UNL FUEL			NP51304485	09/04/2017			26.19
176	FOSTERS A/C & HEATING INC	172908	09/19/2017	09/14/2017			4,702.67	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-702 / INSTALL AC UNIT: SHEPARD PARK			E1570	08/16/2017	171118		4,702.67

FUND TOTAL 176 Claims to Checks 7 Total 4,972.49 Manual Held Total 4,972.49

Docket of Claims
Release date from 09/19/2017 thru 09/19/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	LOWES HOME CENTERS INC	172841	09/19/2017	09/07/2017			172.20	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-581 PARTS (43): WATER TRMT PLANT			909969	08/03/2017			109.11
	400-651-581 PARTS (25): WATER TRMT PLANT			968094	08/03/2017			63.09
400	WASTE MANAGEMENT OF MS-GLF COAST INC	172844	09/19/2017	09/07/2017			596.66	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-698 ROLL - OFF TIMBERLANE			6589282134	09/01/2017			596.66
400	CLEARWATER SOLUTIONS LLC	172853	09/19/2017	09/11/2017			199,107.75	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-672 AUG 2017 OPERATION FEE			GAUTIER057	09/01/2017			199,107.75
400	JACKSON COUNTY UTILITY AUTHORITY	172865	09/19/2017	09/12/2017			179,768.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-668 SEPT 2017 TREATMENT CHGS			114687	09/01/2017			171,281.00
	400-651-668 FY 2016 ACTUAL FLOW ADJ			114687	09/01/2017			8,487.00
400	CITY OF GAUTIER	172867	09/19/2017	09/12/2017			8,438.28	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-000-104 AUG 2017 GARBAGE (BAL)			08312017	08/31/2017			8,438.28
400	MISSION COMMUNICATIONS LLC	172890	09/19/2017	09/13/2017			360.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-581 TRANSDUCER (2): CENTRAL TANK			1010563	08/28/2017			350.00
	400-651-581 FREIGHT			1010563	08/28/2017			10.00
400	MSC 7511	172896	09/19/2017	09/14/2017			316.53	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-698 FGYJ00-01 RENTAL FEE			INV2060385	09/09/2017			166.49
	400-650-698 MP C4504 USAGE: B/W			INV2060385	09/09/2017			48.14
	400-650-698 MP C4504 USAGE: COLOR			INV2060385	09/09/2017			101.90
400	HD SUPPLY WATERWORKS LTD	172905	09/19/2017	09/14/2017			1,499.40	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-583 METER BOXES (84)			H710291	08/25/2017	171154		1,499.40
400	SOUTHERN WATERWORKS SUPPLY INC	172916	09/19/2017	09/14/2017			583.77	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-583 3/4 BRASS COUP CTS X CTS (18)			71448	08/28/2017	171147		312.98
	400-651-583 2X6 FULL CIRCLE CLAMP (3)			71448	08/28/2017	171147		82.49
	400-651-583 2X7 1/2 COLLAR LEAK CLAMP			71448	08/28/2017	171147		54.30
	400-651-583 LONG STAINLESS STEEL BAND (20)			71538	06/06/2017	171147		134.00
400	STAPLES BUSINESS ADVANTAGE DEPT ATL	172919	09/19/2017	09/14/2017			156.75	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-500 24/CT ULTRA FINE SHARPIE			3350098084	08/23/2017	171142		10.56
	400-651-500 YARD STICK			3350168904	08/24/2017	171142		3.70
	400-651-500 LEXMARK 501H TONER			3350168904	08/24/2017	171142		142.49

Docket of Claims
Release date from 09/19/2017 thru 09/19/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	DUNNAWAY FENCE LLC	172922	09/19/2017	09/14/2017			1,380.00	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-683	LABOR: REPLACE FENCING	09142017	08/21/2017	171155	1,180.00
400-651-683	MATERIALS:WIRE,TOPRAIL,FITTING	09142017	08/21/2017	171155	200.00

FUND TOTAL 400 Claims to Checks 11 Total 392,379.34 Manual Held Total 392,379.34

Docket of Claims
Release date from 09/19/2017 thru 09/19/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	DELTA SANITATION OF MS LLC	172831	09/19/2017	09/06/2017			82,684.54	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
404-677-693	AUG 2017 RES GARBAGE SERV	0000850532	08/31/2017		80,136.00
404-677-693	AUG 2017 CART RENTAL	0000850532	08/31/2017		2,303.62
404-677-693	AUG 2017 COM CART RENTAL	0000850532	08/31/2017		244.92

FUND TOTAL 404 Claims to Checks 1 Total 82,684.54 Manual Held Total 82,684.54

Docket of Claims
Release date from 09/19/2017 thru 09/19/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
409	GOODWYN MILLS & CAWOOD INC	172929	09/19/2017	09/15/2017			9,250.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
409-223-601	PROJECT MANAGEMENT	EM OB15100126	09/14/2017		200.00
409-223-601	ASSESS HAZARDOUS SITE	EM OB15100126	09/14/2017		4,800.00
409-223-601	LANDSCAPE FEE (100%)	EM OB15100126	09/14/2017		4,250.00

FUND TOTAL 409 Claims to Checks 1 Total 9,250.00 Manual Held Total 9,250.00

Docket of Claims
Release date from 09/19/2017 thru 09/19/2017

SUMMARY OF ALL FUNDS

FUND 1	Claims	to	Checks	63	Total	154,258.81	Manual	Held	Total	154,258.81
FUND 7	Claims	to	Checks	1	Total	635.00	Manual	Held	Total	635.00
FUND 50	Claims	to	Checks	1	Total	89,831.53	Manual	Held	Total	89,831.53
FUND 157	Claims	to	Checks	1	Total	4,419.81	Manual	Held	Total	4,419.81
FUND 160	Claims	to	Checks	1	Total	175.00	Manual	Held	Total	175.00
FUND 171	Claims	to	Checks	2	Total	30,533.79	Manual	Held	Total	30,533.79
FUND 176	Claims	to	Checks	7	Total	4,972.49	Manual	Held	Total	4,972.49
FUND 400	Claims	to	Checks	11	Total	392,379.34	Manual	Held	Total	392,379.34
FUND 404	Claims	to	Checks	1	Total	82,684.54	Manual	Held	Total	82,684.54
FUND 409	Claims	to	Checks	1	Total	9,250.00	Manual	Held	Total	9,250.00
	Total for all Funds		Checks	89	Total	769,140.31	Manual	Held	Total	769,140.31

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting:	**September 19, 2017**
Title:	**Authorization to accept a donation by Singing River, LLC. of a 2001 Mitsubishi Sweeper Truck**
Introduced by:	
Contact Person/Telephone	**Cynthia Russell 497-8000 ext. 302**

Summary Explanation: Authorization to accept a donation by Singing River, LLC. of a 2001 Mitsubishi Sweeper Truck, Model #639, VIN# JW6AAC1H21L002338. This donation is in the best interest of the City of Gautier and will help with the beautification of the City.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to accept a donation by Singing River, LLC. of a 2001 Mitsubishi Sweeper Truck, Model #639, VIN# JW6AAC1H21L002338.

IT IS FURTHER ORDERED that this donation is in the best interest of the City of Gautier and will be help with the beautification of the City.

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

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

AYES:

NAYS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 19, 2017.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Sherry Farabee, Purchasing Agent
Date: 09/07/2017
Subject: Authorization to accept the donation of a 2001 Mitsubishi Model 639 Sweeper Truck.

REQUEST:
The City is seeking authorization from Mayor and Council to accept a donation of a 2001 Mitsubishi 639 Sweeper Truck VIN JW6AAC1H21L002338. This vehicle should be placed on the City of Gautier current inventory.

BACKGROUND:
The City of Gautier was contacted by Singing River LLC about donating a 2001 Mitsubishi 639 Sweeper Truck.

DISCUSSION:
The City Manager feels the donation of this vehicle is in the best interest of the City of Gautier. The City of Gautier will use this vehicle to help with the beautification of the City.

RECOMMENDATION:
The City Manager recommends that the Mayor and Council authorize the acceptance of the donated vehicle from Singing River LLC.

ATTACHMENTS:
1. 2001 Mits 639 Sweeper Truck

CERTIFICATE OF TITLE

Form 78-101-10-7-1-000

STATE OF MISSISSIPPI

REPLACEMENT

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER
JW6AAC1H21L002338	MITS	2001	639	TB	9037997-03

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL.	NEW / USED	TYPE OF VEHICLE	PASS. OR GVW
01262006		04	X	TRUCK	

This is a REPLACEMENT Certificate and may be subject to the rights of a person under the original certificate.

ODOMETER - TENTHS NOT INCLUDED

006239

ACTUAL MILEAGE

OWNER

SINGING RIVER LLC
2800 US HWY 90
GAUTIER MS 39553

1ST LIENHOLDER (OR OWNER IF NO LIEN)

SINGING RIVER LLC
2800 US HWY 90
GAUTIER MS 39553

DATE:

MONTH I DAY I YEAR

2ND LIENHOLDER

DATE:

MONTH I DAY I YEAR

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20 _____

2ND LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20 _____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 21 DAY OF JULY 20 17

17202003125

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

CONTROL NUMBER

01948316

DEPARTMENT OF REVENUE

Herb Frierson

VOID IF ALTERED

DEPARTMENT OF REVENUE
STATE OF MISSISSIPPI

Form 78-015-10-1-1-000

ODOMETER DISCLOSURE STATEMENT

BOTH FEDERAL LAW AND STATE LAW REQUIRE THAT YOU (THE TRANSFEROR) STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.

I, _____ STATE THAT THE ODOMETER NOW READS _____ (NO TENTHS) MILES AND TO THE BEST OF MY KNOWLEDGE THAT IT REFLECTS THE ACTUAL MILEAGE OF THE VEHICLE DESCRIBED BELOW, UNLESS ONE OF THE FOLLOWING STATEMENTS IS CHECKED:

X (1) I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING REFLECTS THE AMOUNT OF MIELAGE OF THE VEHICLE IN EXCESS OF THE ODOMETER'S MECHANICAL LIMITS.

_____ (2) I HEREBY CERTIFY THAT THE ODOMETER READING IS **NOT** THE ACTUAL MILEAGE.
WARNING - ODOMETER DISCREPANCY

MAKE MITS MODEL 639 BODY TYPE TB

VEHICLE IDENTIFICATION NUMBER JW6AAC1H21L002338 YEAR 2001

TRANSFEROR'S SIGNATURE — PRINTED NAME: Shane Morrison

TRANSFEROR'S ADDRESS

STREET	CITY OR TOWN	STATE	ZIP CODE
PO Box 86757	Baton Rouge	LA	70879

DATE OF STATEMENT _____

TRANSFEREE'S SIGNATURE — PRINTED NAME

TRANSFEREE'S NAME - ENTER NAME AS IT APPEARS ON THE ASSIGNMENT OF MGFR'S. CERTIFICATE OF ORIGIN, OR TITLE

TRANSFEREE'S ADDRESS

STREET	CITY OR TOWN	STATE	ZIP CODE

Mississippi Motor Vehicle Bill of Sale

*Pursuant to 35.VII.5.08

Date: _____

This form represents a legal document {Hereinafter referred to as the "Bill of Sale"}

for the transfer of a vehicle between:

- -

Buyer's Name(s):_____

Buyer's Mailing Address:_____ State: _____

- -

Seller's Name(s): Singing River, LLC

Seller's Mailing Address: PO Box 86757, Baton Rouge, LA 70879 State: LA

- -

Hereinafter referred to as {"the Parties"}

I. Vehicle Description. The vehicle that is to be transferred in this Bill of Sale is described as:

- Body Type TB
- Make Mitsubishi
- Model 639
- Year Made 2001
- Vehicle Identification Number (VIN) JW6AAC1H21L002338
- Other _____

II. Purchase Price. The total amount for the purchase of the vehicle in this Bill of Sale is Zero and no/100 Dollars ($0.00)

Shall be paid as:

{**Check One**}

☐ - Single Payment made in ■ Cash | ☐ Check | ☐ Credit Card | ☐ Other _____

☐ - _____ Dollars ($_____._____) as a down payment and the

balance due on the _____ day of _____, 20_____.

☐ - _____ Dollars ($_____._____) as a down payment and the

balance due as stated in the promissory note attached to this Bill of Sale.

III. Liens and Encumbrances.

{**Check One**}

■ The vehicle is free of all liens and encumbrances

☐ The vehicle has the following liens or encumbrances:

_____. Furthermore,

the Seller agrees to remove any and all liens and encumbrances within _____

days from the date of this Bill of Sale.

IV. Vehicle Condition.

There are no known defects except:

vehicle is sold in "as is" condition, with no warranties or representations

{**Check One**}

☐ - The date of the last vehicle inspection was on the _____ day of

_____, 20_____ and is ☐ attached ☐ not attached to the Bill of Sale.

■ - The Seller is not aware of the last inspection of the vehicle.

V. Odometer. As of the date of this Bill of Sale, the odometer reads:

_____ ☐ Kilometers | ☐ Miles

VI. Additional Details. The Parties agree to any other terms or conditions not stated in this Bill of Sale are as follows; _____

_____

VII Signatures.

- -

Buyer #1: _____ Date: _____

(*If any*) **Buyer #2**: _____ Date: _____

- -

Seller #1: _____ Date: _____

(*If any*) **Seller #2**: _____ Date: _____

- -

Witness(es)

Witness #1: _____ Date: _____

Witness #2: _____ Date: _____

- -

Notary Public

On this 4th day of August, 2017 before me, Christie B. Duggan a notary public, personally appeared Shane B. Morrison, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(ies), and that by his/~~her~~/~~their~~ signatures on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under Penalty of Perjury under the laws of the State of Louisiana that the foregoing is true and correct.

Witness my hand and Official Seal

Christie B. Duggan
(Seal)

CHRISTIE B. DUGGAN
NOTARY ID NO. 87411
EAST BATON ROUGE PARISH, LA

CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet

Council Meeting:	**September 19, 2017**
Title:	**Authorization to register Mayor Phil Torjusen, Councilman Casey Vaughan and Councilman Rusty Anderson for the 2017 Small Town Conference scheduled for October 25-26, 2017 in Oxford, Mississippi**
Introduced by:	
Contact Person/Telephone	**Cynthia Russell 497-8000 ext. 302**

Summary Explanation: Authorization to register Mayor Phil Torjusen, Councilman Casey Vaughan and Councilman Rusty Anderson for the 2017 Small Town Conference scheduled for October 25-26, 2017 in Oxford, Mississippi. Registration fees will be $85.00 per person and $139.00 per night (per person) for hotel accommodations.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the registration fees in the amount of $85.00 per person and hotel accommodations in the amount of $139.00 per night (per person) for Mayor Phil Torjusen, Councilman Casey Vaughan and Councilman Rusty Anderson to attend the 2017 Small Town Conference scheduled for October 25-26, 2017 in Oxford, Mississippi are hereby authorized.

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

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

AYES:

NAYS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 19, 2017.

CITY OF GAUTIER
MEMORANDUM

To:	Paula Yancey, City Manager
From:	Sherry Farabee, Purchasing Agent
Date:	09/07/2017
Subject:	Authorization to Register Mayor Phil Torjusen, Councilman Casey Vaughan and Councilman Rusty Anderson to attend the 2017 Small Town Conference October 25-26, 2017 in Oxford, Mississippi.

REQUEST:

City Council authorization is requested to register Mayor Torjusen, Councilman Casey Vaughan and Councilman Rusty Anderson to attend the 2017 Small Town Conference on October 25-26, 2017 in Oxford, Mississippi.

BACKGROUND:

MML is the official non-profit private organization of cities and towns of Mississippi. The MML lobbies the State and Federal legislatures, provides education for Municipal Elected Officials, provides technical support, represents Municipalities with public and private entities, and is a networking media for Municipal Members.

The MS Municipal League has greatly enhanced and improved education efforts with the implementation of the Small Town Conference, which keeps our City Official abreast on Educational Tracks such as Cleaning Private Property, Local Government Management, Grants and General tracks that cover a variety of topics that will assist local leaders as they make decisions that benefit our community.

Registration for members will be $85.00 per person and hotel accommodations with a two night stay will be $139.00 per night.

RECOMMENDATION:

Based on the request, City staff recommends that City Council authorize the registration of Mayor Torjusen, Councilman Casey Vaughan and Councilman Rusty Anderson to attend the 2017 Small Town Conference to be held in Oxford, Mississippi on October 25-26, 2017.

ATTACHMENTS:

1. Registration Forms for the 2017 Small Town Conference

MISSISSIPPI MUNICIPAL LEAGUE

2017 Small Town Conference

OCTOBER 25 - 26, 2017 • OXFORD CONFERENCE CENTER • OXFORD, MS

Registration Form (PLEASE PRINT LEGIBLY)

Full Name Rusty Anderson Title Councilman Ward 4

City/Organization City of Gautier

Address 3330 Hwy 90 City Gautier State MS Zip 39553

Phone 228-497-8000 Fax 228-497-8028

Cell Phone 228-218-9483 E-mail sfarabee@gautier-ms.gov
rAnderson@gautier-ms.gov

Check Applicable Registration Fees

One Registration Form per Attendee

Early Registration

(Postmarked by 10/2/17)

☒ $85 Member/Associate Member

☐ $35 Guest/Spouse Fee
(Covers all meal events)

*Guest Name*_____

Late Registration

(After 10/2/17)

☐ $95 Member/Associate Member
Name badges will be printed on-site

Non-Member Registration

☐ $95 Non-Member Registration Fee
No Early Discount for non-members

Please return completed registration form and payment to the MML office:
600 East Amite Street, Suite 104
Jackson, Mississippi 39201
601-353-5854 / 800-325-7641
Fax 601-353-6980 / 601-353-0435
www.mmlonline.com
facebook.com/msmunicipalleague
@mmlonline

Small Town Conference Hotels

Conf #7944984428

Graduate Oxford
HOST HOTEL
400 N Lamar Blvd • 662-234-3031
1.6 Miles from Conference Center
Standard Room $139
Graduate King Terrace $149
Graduate King Plus $149
Code: "MML"

Holiday Inn Express
112 Heritage Drive • 662-236-2500
11 miles from Conference Center
Standard Room $107
Code: "MS Municipal League"

Hampton Inn Oxford Conference Center
103 Ed Perry Blvd • 662-234-5565
Across the Street from Conference Center
Standard Room $107
Code: "MS Municipal League"

Hampton Inn Oxford West
110 Heritage Drive • 662-232-2242
11 miles from Conference Center
Standard Room $107
Code: "MS Municipal League"

Marriott TownePlace Suites
105 Ed Perry Blvd • 662-238-3522
Across the Street from Conference Center
Standard Room $107
Code: "MS Municipal League"

Method of Payment

Check #_____

We accept the following credit cards

☒ VISA ☐ MC ☐ Discover

To make a payment using one of these cards, please contact the MML Office at 601-353-5854.

All on-site payments must be made with debit or credit cards only. No cash or check purchases will be allowed.

All cancelation requests must be submitted in writing no later than September 25, 2017 (30 days before the event start date) and will result in a $10 cancellation fee. To cancel a registration, please contact Tiffany Bush at tbush@mmlonline.com

NO REFUNDS GIVEN AFTER 30 DAY GRACE PERIOD.

MISSISSIPPI MUNICIPAL LEAGUE

2017 Small Town Conference

OCTOBER 25 - 26, 2017 • OXFORD CONFERENCE CENTER • OXFORD, MS

Registration Form (PLEASE PRINT LEGIBLY)

Full Name Phil Torjusen Title Mayor

City/Organization City of Gautier

Address 3330 Hwy 90 City Gautier State MS Zip 39553

Phone 228-497-8000 Fax 228-497-8028

Cell Phone 228-990-4141 E-mail sfarabee@gautier-ms.gov

Check Applicable Registration Fees

One Registration Form per Attendee

Early Registration

(Postmarked by 10/2/17)

☒ $85 Member/Associate Member

☐ $35 Guest/Spouse Fee
(Covers all meal events)

*Guest Name*_____

Late Registration

(After 10/2/17)

☐ $95 Member/Associate Member
Name badges will be printed on-site

Non-Member Registration

☐ $95 Non-Member Registration Fee
No Early Discount for non-members

Please return completed registration form and payment to the MML office:
600 East Amite Street, Suite 104
Jackson, Mississippi 39201
601-353-5854 / 800-325-7641
Fax 601-353-6980 / 601-353-0435
www.mmlonline.com
facebook.com/msmunicipalleague
@mmlonline

Small Town Conference Hotels

conf# 79246401

Graduate Oxford
HOST HOTEL
400 N Lamar Blvd • 662-234-3031
1.6 Miles from Conference Center
Standard Room..... $139
Graduate King Terrace $149
Graduate King Plus $149
Code: "MML"

Holiday Inn Express
112 Heritage Drive • 662-236-2500
11 miles from Conference Center
Standard Room..... $107
Code: "MS Municipal League"

Hampton Inn Oxford Conference Center
103 Ed Perry Blvd • 662-234-5565
Across the Street from Conference Center
Standard Room..... $107
Code: "MS Municipal League"

Hampton Inn Oxford West
110 Heritage Drive • 662-232-2242
11 miles from Conference Center
Standard Room..... $107
Code: "MS Municipal League"

Marriott TownePlace Suites
105 Ed Perry Blvd • 662-238-3522
Across the Street from Conference Center
Standard Room..... $107
Code: "MS Municipal League"

Method of Payment

Check #_____

We accept the following credit cards

☒ VISA ☐ MC ☐ Discover

To make a payment using one of these cards, please contact the MML Office at 601-353-5854.

All on-site payments must be made with debit or credit cards only. No cash or check purchases will be allowed.

All cancelation requests must be submitted in writing no later than September 25, 2017 (30 days before the event start date) and will result in a $10 cancellation fee. To cancel a registration, please contact Tiffany Bush at tbush@mmlonline.com

NO REFUNDS GIVEN AFTER 30 DAY GRACE PERIOD.

MISSISSIPPI MUNICIPAL LEAGUE

2017 Small Town Conference

OCTOBER 25 - 26, 2017 • OXFORD CONFERENCE CENTER • OXFORD, MS

Registration Form (PLEASE PRINT LEGIBLY)

Full Name Casey Vaughan Title Councilman Ward 3

City/Organization City of Gautier

Address 3330 Hwy 90 City Gautier State MS Zip 39553

Phone 228-497-8000 Fax 228-497-8028

Cell Phone 228-297-3063 E-mail cvaughan@gautier-ms.gov
sfarabee@gautier-ms.gov

Check Applicable Registration Fees

One Registration Form per Attendee

Early Registration

(Postmarked by 10/2/17)

☒ $85 Member/Associate Member

☐ $35 Guest/Spouse Fee
(Covers all meal events)

*Guest Name*_____

Late Registration

(After 10/2/17)

☐ $95 Member/Associate Member
Name badges will be printed on-site

Non-Member Registration

☐ $95 Non-Member Registration Fee
No Early Discount for non-members

Please return completed registration form and payment to the MML office:
600 East Amite Street, Suite 104
Jackson, Mississippi 39201
601-353-5854 / 800-325-7641
Fax 601-353-6980 / 601-353-0435
www.mmlonline.com
facebook.com/msmunicipalleague
@mmlonline

Small Town Conference Hotels

Conf. # 79246427

Graduate Oxford HOST HOTEL

400 N Lamar Blvd • 662-234-3031
1.6 Miles from Conference Center
Standard Room $139
Graduate King Terrace $149
Graduate King Plus $149
Code: "MML"

Holiday Inn Express

112 Heritage Drive • 662-236-2500
11 miles from Conference Center
Standard Room $107
Code: "MS Municipal League"

Hampton Inn Oxford Conference Center

103 Ed Perry Blvd • 662-234-5565
Across the Street from Conference Center
Standard Room $107
Code: "MS Municipal League"

Hampton Inn Oxford West

110 Heritage Drive • 662-232-2242
11 miles from Conference Center
Standard Room $107
Code: "MS Municipal League"

Marriott TownePlace Suites

105 Ed Perry Blvd • 662-238-3522
Across the Street from Conference Center
Standard Room $107
Code: "MS Municipal League"

Method of Payment

Check #_____

We accept the following credit cards

☒ VISA ☐ MC ☐ Discover

To make a payment using one of these cards, please contact the MML Office at 601-353-5854.

All on-site payments must be made with debit or credit cards only. No cash or check purchases will be allowed.

All cancelation requests must be submitted in writing no later than September 25, 2017 (30 days before the event start date) and will result in a $10 cancellation fee. To cancel a registration, please contact Tiffany Bush at tbush@mmlonline.com

NO REFUNDS GIVEN AFTER 30 DAY GRACE PERIOD.

CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting: September 19, 2017
Title: August 2017 Privilege License Report

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

Summary Explanation: Receive August 2017 Privilege License Report.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Privilege License Report for August 2017 is hereby received.

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

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

AYES:

NAYS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting September 19, 2017.

City of Gautier
Business Registry
August 2017

ACCOUNT#	LICENSE #	BUSINESS NAME/OWNER	AMOUNT
*1442	2018-08-0005547	Sala Sno LLC	$20.00
******1224	2018-07-0005548	C & M Mortgage Services	$22.00
569	2018-08-0005549	Floor Trader Gautier	$92.50
1328	2018-08-0005550	Allen's Tire & Wheel	$20.00
573	2018-08-0005551	Mcgee Construction	$20.00
******551	2018-07-0005552	Norwood's Snowballs	$22.40
******852	2018-07-0005553	Bunny Bread	$22.00
620	2018-06-0005554	Dirt Cheap	$92.50
571	2018-08-0005555	Coast Mini Warehouses	$20.00
******5	2017-10-0005556	Air Master's Mechanical Inc	$178.50
5	2018-10-0005557	Air Master's Mechanical Inc	$150.00
1378	2018-08-0005558	Mary's Alterations & Designs	$20.00
******780	2018-07-0005559	Sailmaker's Supply	$22.00
1092	2018-08-0005560	The Disability Consulting LLC	$20.00
******1162	2018-07-0005561	Coral Boutique	$22.00
685	2018-08-0000562	Joe West Realtor	$20.00
1281	2018-08-0005563	Keesler Federal Credit Union	$30.00
1276	2018-08-0005564	Ice Cream & More LLC	$20.00
*1443	2018-08-0005565	Austin Life Consultants	$20.00
*****1439	Closed Business	Gautier Trendy Fashions	Closed Business
1381	2018-08-0005566	Deaconess Home Care	$147.00
1225	2018-08-0005567	Twice the Ice	$20.00
1091	2018-08-0005568	Block Therapy Quilt Shop	$20.00
*1444	2018-08-0005569	Jelly Doughnuts & Kolaches	$20.00
1165	2018-08-0005570	Quality Coin Laundry	$20.00
*1445	2018-08-0005571	A. M. P. Designs	$20.00
1280	2018-08-0005572	Landry & Associates Realty	$20.00
565	2018-08-0005573	Baywood Travel	$20.00
566	2018-08-0005574	Burnham Mckinney Pharmacy #3	$62.50
*****545	Closed Business	C Kinsey Realty	Closed Business
1165	2018-08-0005575	Quality Coin Laundry (Void)	($20.00)
1277	2018-08-0005576	Freckles Ice Cream & Bakery	$20.00
1376	2018-08-0005577	Le's Palace	$35.00
		Total	**$1,218.40**

*	New Business	4
**	Slot Amusement	0
***	Due Refund	0
****	Transient Vendor	0
*****	Closed Business	2
******	Delinquent Renewals Issued	6

CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet

Council Meeting: September 19, 2017
Title: Request to waive the pavilion rental fee in the amount of $70.00 and deposit in the amount of $15.00 at the George Martin City Park for the First Methodist Church of Gautier's Bark in the Park & Blessing of Pets Event

Introduced by:
Contact Person/Telephone Chassity Bilbo 497-8000 Ext. 317

Summary Explanation: Authorization is requested by First Methodist Church of Gautier to waive to waive the $70.00 pavilion rental fee and $15.00 deposit fee at the George Martin City Park Pavilion A for the Bark in the Park & Blessing of Pets Event on October 7, 2017 from 9:00 A.M. – 2:00 P.M. The church is exempt from Federal income tax under section 501 (c) (3) of the Internal Revenue Code.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

RESOLUTION NUMBER 000-2017

BE IT RESOLVED, by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the request by First United Methodist Church to waive the pavilion rental fee in the amount of $70.00 and deposit in the amount of $15.00 for the Bark in the Park & Blessing of Dogs event to be held at the George Martin City Park Pavilion A on October 7, 2017 from 9:00 A.M. – 2:00 P.M. is hereby authorized pursuant to Miss. Code Ann. 21-17-1(8); and

WHEREAS, the First United Methodist Church of Gautier is tax exempt from Federal income tax under section 501 (c) (3) of the Internal Revenue Code; and

WHEREAS, the First United Methodist Church of Gautier has received more than the amount waived by the City ($85.00) in charitable donations from private funding which will be used for this event; and

WHEREAS, the Mayor and Members of the Council of the City of Gautier, Mississippi, have determined that this event promotes unity and pride within the community. Activities such as this promote the resources available in the City of Gautier.

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 September 19, 2017.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Chassity Bilbo, Executive Assistant
Date: 09/12/2017
Subject: Request to waive rental and deposit fees at George Martin City Park Pavilion A for First United Methodist Church of Gautier's Bark in the Park & Blessing of Pets Event

---

REQUEST:
First United Methodist Church of Gautier requests City Council to waive the $70 pavilion rental fee and $15 deposit fee required for the Bark in the Park & Blessing of Dogs event to be held at George Martin City Park on October 7, 2017 from 9:00 a.m. – 2:00 p.m.

BACKGROUND:
First United Methodist Church of Gautier would like to host its annual Bark in the Park & Blessing of Pets event at George Martin City Park on October 7th 9 a.m. – 2 p.m. . The City currently reserves the pavilions in the following time slots: 8-12, 12-4, and 4-8. The request to waive rental fee will cover the 8-12 and 12-4 time period.

DISCUSSION:
The City recognizes events, such as the Bark in the Park & Blessing of Pets, promote a sense of unity and pride within the community. Furthermore, activities such as this help keep our youth and residents inside our beautiful city and help promote the resources available at George Martin City Park.

RECOMMENDATION:
The Community Activities Manager 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 into favorable notice the opportunities, possibilities, and resources of the City of Gautier.

City Council may:

1. Approve the fee waivers for the Bark in the Park & Blessing of Pets as requested; or

2. Not approve to waive fees for the Bark in the Park & Blessing of Pets as requested.

ATTACHMENTS:
1. Gautier UMC Barks and Parks

First United Methodist Church

P.O. Box 127 - 2717 Highway 90
Gautier, Mississippi 39553

Church: 228-497-1698 or 228-497-6085
Fax: 228-497-1698

Email: fumcgautier@bellsouth.net
Website: fumcgautier.com

September 11, 2017

City Council
Mayor Phil Torjusen
319 Pierre Cove
Gautier, MS 39553

Dear Mayor Torjusen,

Here at First United Methodist of Gautier, we are looking forward to the Bark in the Park/Blessing of the Pets events on October 7, 2017. As a 501(c)(3) organization, we have received more than $85 in charitable donations from an outside funding source to make this event possible. We look forward to the continued partnership with the City.

Blessings in Christ,

Austin C. Hoyle

Rev. Austin C. Hoyle, Pastor

GAUTIER PARKS AND RECREATION

Request for Pavilion Usage

DATE OF APPLICATION: 7/11/17

ORGANIZATION OR INDIVIDUAL NAME: First United Methodist Church of Gautier

NAME OF APPLICANT: Bonnie Bodwin CONTACT PHONE: 228-623-4490

CONTACT ADDRESS: 2420 Perch Cove
Gautier, Ms 39553

TYPE OF EVENT: Bark in the Park & Blessing of Dogs
all dogs on a leash

DATE(S) APPLIED FOR: 10/7/17 FACILITIES APPLIED FOR: pavilion next to playground

SET-UP TIME: 9:00 am CLOSE TIME: 2:00 pm

IT IS HEREBY AGREED between the City of Gautier Parks and Recreation Department and the above party the facility named is reserved on 10/7/17.

The person requesting this permit agrees:

1. To personally accept responsibility for any damage done to the facility or equipment by persons in his/her group during the reserved period of time.
2. To maintain order and control over persons in the group.
3. To abide by all policies and procedures of the Gautier Parks and Recreation Department as well as those policies regulating this facility.
4. There is NO alcohol allowed on City property, NO water slides, NO farm animals, or any other type of instrument that would require water.

Failure to comply with all the terms of these regulations or violations of any federal, state or municipal law, ordinance or regulation in conjunction with the use of this facility will result in immediate cancellation of the privilege of using this facility and will be grounds for future denial of similar reservations or permits.

Non-profit organizations do not have to pay a fee for rental. To be considered for non-profit status, you must provide a copy of your C-3 Tax Status to the City of Gautier Parks and Recreation Department upon signing the contract.

The rental fee for residents of the City of Gautier is $35.00 along with a $15.00 cleanup deposit. The rental fee for non-residents of the City of Gautier is $35.00 along with a $15.00 cleanup deposit. Rental fees will not be refunded due to weather conditions. Fees are only refunded if the park is closed by the City of Gautier for any reason. The cleanup fee will be refunded if the area is left in good condition.

I hereby agree that I have read and understood all the regulations and policies governing the use of the above named facility.

Signature: Bonnie L Bodwin Date 7/11/17

ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

We, the FYM Co of Gautier, as part of the consideration for renting, leasing, or
(Name of liable person or group)

otherwise using the pavilion facility agree to assume full responsibility and liability for any and all risk if loss by theft, vandalism, destruction, or otherwise, of any and all items of personal property belonging to the organization, group or members thereof while in and about said facility, regardless of whether or not said loss relates to, or arises out of, the use of said facility and, in addition, said person or group agrees to indemnity and hold the City of Gautier, its agents and servants, and employee's harmless from and against all claims and expenses for same, including attorney fees.

This the 11 day of August, 2017.

Bonnie L Bodwin
Authorized Signature

Shanda Bass
Witness

OFFICE USE ONLY

Rental Fee ( ) $35.00 Resident ( ) $35.00 Non-Resident Receipt # _____ Date Received _____

Deposit Fee $15.00 Receipt # _____ Date Received _____

Approved ( ) Yes ( ) No Signature: _____ Date: _____

Comments: 501C3- Church

CITY OF GAUTIER
Consent Agenda Item #5
Fact Sheet

Council Meeting: September 19, 2017
Title: Authorization to accept monetary donations for the City of Gautier's Cruisin' Through the Decades Event

Introduced by:
Contact Person/Telephone Chassity Bilbo 497-8000 ext. 317

Summary Explanation: Authorization to accept the following monetary donations for the City of Gautier's Cruisin' Through the Decades Event to be held October 1, 2017 11:00 A.M. – 5:00 P.M.: Silver Sponsor- $1,000.00 by ClearWater Solutions, Silver Sponsor - $1,000.00 by Chevron- Pascagoula Refinery (Check # 0024171265 from Chevron Pascagoula Refinery reflects a total of $1,500.00 and includes a $500.00 sponsorship for the City's upcoming Bicentennial Celebration), and Patron Sponsor - $300.00 by Compton Engineering. These donations are in the best interest of the City of Gautier.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2017

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 1, 2017 11:00 A.M. – 5:00 P.M. is hereby approved.

Silver Sponsor - $1000.00 by ClearWater Solutions, LLC.
Silver Sponsor - $1000.00 by Chevron – Pascagoula Refinery (Check # 0024171265 from Chevron Pascagoula Refinery reflects a total of $1,500.00 and includes a $500.00 sponsorship for the City's upcoming Bicentennial Celebration)
Patron Sponsor - $300.00 by Compton Engineering

IT IS FURTHER ORDERED these monetary donations are in the best interest of the City of Gautier.

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

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

AYES:

NAYS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 19, 2017.

CITY OF GAUTIER
MEMORANDUM

To:	Paula Yancey, City Manager
From:	Chassity Bilbo, Executive Assistant
Date:	09/12/2017
Subject:	Approval to accept monetary donations for The City of Gautier's Cruisin' Through the Decades Event.

REQUEST:

The Community Activities Manager is seeking authorization from City Council to accept the following monetary donations for the City of Gautier's Cruisin' Through the Decades Event to be held October 1, 2017 11:00 A.M. - 5:00 P.M.

BACKGROUND:

The 21st Annual Cruisin' the Coast will be held October 1-8, 2017 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 1, 2017 from 11 a.m. – 5 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. Silver Sponsor $1,000.00- ClearWater Solutions, LLC
2. Silver Sponsor $1,000.00- Chevron- Pascagoula Refinery (Please note, check # 0024171265 from Chevron Pascagoula Refinery reflects a total of $1,500 and includes a $500 sponsorship for the City's upcoming Bicentennial Celebration.)
3. Patron Sponsor $300.00- Compton Engineering

RECOMMENDATION:

The Community Activities Manager recommends that City Council approve the above monetary donations for the Cruisin Through the Decades Event.

The City Council may:

1. Approve the monetary donations; or
2. Not approve the monetary donations

ATTACHMENTS:

1. Sponsorship Checks

AUBURN BANK

26244

61-257/622

CHECK ARMOR

CLEARWATER SOLUTIONS LLC
2660 EASTCHASE LN, SUITE 200
MONTGOMERY, AL 36117
(334) 532-3201

2017 Cruisin' the Coast Sponsorship

September 6, 2017

PAY TO THE ORDER OF One Thousand and 00/100 Dollars

$ 1,000.00 DOLLARS

CITY OF GAUTIER
3330 HWY 90
GAUTIER, MS 39553

MEMO

AUTHORIZED SIGNATURE

Chevron

Chevron Products Company
A Division of Chevron U.S.A. Inc.
P.O. Box 6042
San Ramon CA 94583

62-20
311

No. 0024171265

09/05/2017

PAY TO ORDER OF
CITY OF GAUTIER MISSISSIPPI
3330 HWY 90
GAUTIER MS 39553

$$$$$$$$$$$1,500.00

NOT VALID AFTER 1 YEAR

Chevron
AUTHORIZED SIGNATURE

One Thousand Five Hundred and 00/100 Dollars

CITIBANK, N.A.
ONE PENN'S WAY, NEW CASTLE, DE 19720

COMPTON ENGINEERING, INC. 81314

DATE	INVOICE NO.	COMMENT	AMOUNT	NET AMOUNT
09/07/2017		Crusin' the Coast		300.00
DATE 09/11/17		**VENDOR** City of Gautier	**TOTAL**	300.00

COMPTON ENGINEERING, INC.
P.O. Box 686
Pascagoula, MS 39568-0686
Phone: 228/762-3970

HANCOCK BANK
PASCAGOULA, MS
85-368/655

81314

PAY **Three Hundred and no/100**

DATE	CHECK	CHECK AMOUNT
09/11/17	81314	$300.00

TO THE ORDER OF **CITY OF GAUTIER**
3330 HIGHWAY 90
GAUTIER MS 39553

REGISTERED R&P 115943 300 DOLS 00 CTS

Renee Pettis

CITY OF GAUTIER
Consent Agenda Item #6
Fact Sheet

Council Meeting: September 19, 2017
Title: Approval and authorization to pay miscellaneous personal property moving expenses totaling $4,250.00 to Air Master Mechanical, Inc. for the Pascagoula-Gautier School District for the Martin Bluff Road Widening Project STP-9194-00(001) LPA/105069-801000

Introduced by:
Contact Person/Telephone April Havens 497-8000 Ext. 315

Summary Explanation: Approval and authorization to pay miscellaneous personal property moving expenses totaling $4,250.00 to Air Master Mechanical, Inc. for the Pascagoula-Gautier School District for the Martin Bluff Road Widening Project STP-9194-00(001) LPA/105069-801000.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the miscellaneous personal property moving expenses totaling $4,250.00 to Air Master Mechanical, Inc. for the Pascagoula-Gautier School District for the Martin Bluff Widening Project STP-9194-00(001) LPA/105069-801000 is hereby approved and authorized for payment.

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

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

AYES:

NAYS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 19, 2017.

CITY OF GAUTIER
MEMORANDUM

To:	Paula Yancey, City Manager
From:	April Havens, Grants Administrator
Date:	09/13/2017
Subject:	Martin Bluff Road Widening Project - Approval and authorization to pay miscellaneous personal property moving expenses totaling $4,250.00 to Air Master Mechanical, Inc. for the Pascagoula-Gautier School District for the Martin Bluff Road Widening Project STP-9194-00(001) LPA/105069-801000

REQUEST:

The Executive Department requests that City Council approve and authorize payment for miscellaneous personal property moving expenses totaling $4,250.00 to Air Master Mechanical, Inc. for the Pascagoula-Gautier School District for the Martin Bluff Road Widening Project STP-9194-00(001) LPA/105069-801000.

BACKGROUND:

This project is intended to provide improved traffic operations and safety on Martin Bluff Road. The project limits are between Gautier-Vancleave Road and the Service Road north of Interstate 10. This project is now in the right-of-way acquisition phase.

DISCUSSION:

This cost was necessary to move the Pascagoula-Gautier School District's back flow preventer from property being obtained for this project. This cost is limited to actual costs only.

RECOMMENDATION:

The Executive Department recommends that City Council approve and authorize payment for miscellaneous personal property moving expenses totaling $4,250.00 to Air Master Mechanical, Inc. for the Pascagoula-Gautier School District for the Martin Bluff Road Widening Project.

The City Council may:
1) Approve the miscellaneous personal property moving expenses totaling $4,250.00 for the Martin Bluff Road Widening Project; or
2) Not approve the miscellaneous personal property moving expenses totaling $4,250.00 for the Martin Bluff Road Widening Project

ATTACHMENTS:

1. Right of Way Invoice

ROW-320

City of Gautier, Mississippi

Date September 7, 2017 **INVOICE - RIGHT OF WAY** P.O. Number 941/

State Vendor No. V99941ROWY0 Customer Acct. No.

Payee Air Masters Mechanical, Inc.

for Pascagoula Gautier School District

Mortgagee N/A

Address 1633 Hwy 90 (P.O. Box 727)

Gautier, MS 39553

Acquired By:		Nature of Title	
Agreement		Fee Simple	
Settlement		Perm. Ease	
Condemnation		Temp. Ease	
Special		D.E.	
Circuit		84-01 RELOCATION	
Supreme			

TIN NO. 64-0652832

Project No. STP 9194-00-(001) LPA/105069-801000 | County Jackson | File No. 060-00-00-W Pascagoula Gautier School District

Description	Amount
MISCELLANEOUS PERSONAL PROPERTY Moving Expenses - Actual Cost	$ 4,250.00
IRS W-9 FORM SIGNED 04/19/17 **SEND CHECK TO RELOCATION AGENT** **MARTIN BLUFF ROAD WIDENING PROJECT**	
TOTAL INVOICE	**$ 4,250.00**

Recommended For Payment

Relocation Agent, Mark Dye

Signature

Approved

Paula Yancey, City Manager

Signature

Paid By
Warrant No.
Req. No.
Date

OCA	Object Level 3	User Code 1 (Function)	User Code 2 Part. Code	Project/Detail Property ID Maint. Sec.	Amount	Parcel No.	Acres

CITY OF GAUTIER
Consent Agenda Item #7
Fact Sheet

Council Meeting:	**September 19, 2017**
Title:	**Approval of minutes from Recessed Council Meeting held August 15, 2017; Budget Meeting held August 22, 2017, Budget Meeting held August 31, 2017, Regular Council Meeting held September 5, 2017 and Budget Meeting held September 12, 2017**
Introduced by:	
Contact Person/Telephone	**Cynthia Russell 497-8000 Ext. 302**

Summary Explanation: Approval of minutes from Recessed Council Meeting held August 15, 2017, Budget Meeting held August 22, 2017, Budget Meeting held August 31, 2017, Regular Council Meeting held September 5, 2017 and Budget Meeting held September 12, 2017.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2017

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 August 15, 2017, Budget Meeting held August 22, 2017, Budget Meeting held August 31, 2017, Regular Council Meeting held September 5, 2017 and Budget Meeting held September 12, 2017 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 **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 September 19, 2017.

Tuesday
August 15, 2017
Gautier, Mississippi

BE IT REMEMBERED THAT A RECESSED MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held August 15, 2017 at 6:30 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier, Mississippi.

Those present were Mayor Phil Torjusen, Council Members, Mary Martin, Cameron George, Richard Jackson, Casey Vaughan, Rusty Anderson, and Adam Colledge. Also present were Paula Yancey, City Manager; Cindy Russell, City Clerk; and Josh Danos, City Attorney and other concerned citizens.

AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
August 15, 2017 @ 6:30 PM

I. Call to Order

1. **Prayer**

2. **Pledge of Allegiance**

II. Agenda Order Approval

III. Announcements

1. **Office closed Monday, September 4, 2017 in observance of Labor Day.**

2. **City of Gautier's Cruisin' Through the Decades October 1, 2017 11:00 a.m.- 5:00 p.m.**

3. **Mississippi Masterpieces Art and Songwriting Contest.**

4. **ClearWater Solutions in partnership with the City of Gautier are asking for your help in developing an anti-litter slogan for the City of Gautier. Deadline is August 31, 2017. The winning idea will receive a $500 visa gift card. Submit your slogan ideas to david.lewis@clearwatersol.com.**

IV. Presentation Agenda

V. Business Agenda

1. **Consideration for a Conditional Use - Major Permit for WAT BUDDHAMETTA MAHABARAMEE Temple at 6300 Martin Bluff Road (GPC #17-10-CU).**

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

2. **Appointment of Gautier Planning Commission Member James Lee (Ward 4).**

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

3. **Approval of an Addendum Agreement with r360 to provide additional research, marketing and professional consulting to the City of Gautier.**

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

4. **Discussion of possible public defender position.**

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

5. **Approval of Docket of Claims.**

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

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

1. **Approval of an agreement between Jackson County and the City of Gautier regarding reimbursement for drainage work.**

2. **Receive July 2017 Privilege License Report.**

3. **Approval of minutes from Regular Council Meeting held August 1, 2017 and Budget Meeting held August 8, 2017.**

4. **Approval and authorization to pay warranty deed (72,214 sq. foot of land), improvements, damages and administrative adjustment totaling $56,550.00 to Pringle and Roemer, PLLC Trust Account for J.B. Morgan, Jr. and Sandra Morgan for the Martin Bluff Road Widening Project STP-9194-00(001) LPA/105069-801000.**

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 August 22, 2017 @ 6:00 PM
www.gautier-ms.gov

Councilman Vaughan made the motion to approve the agenda order as follows:

1. Add Business Agenda Item #6 – Authorization to enter into a CAP Loan Agreement for Capital Improvement (Water Storage Tank).
2. Remove Business Agenda Item #4 – Discussion of possible public defender position.

Councilwoman Martin seconded the motion and the vote carried unanimously.

Announcements

1. Office closed Monday, September 4, 2017 in observance of Labor Day.

2. City of Gautier's Cruisin' Through the Decades October 1, 2017
   11:00 a.m.- 5:00 p.m.

3. Mississippi Masterpieces Art and Songwriting Contest.

4. ClearWater Solutions in partnership with the City of Gautier are asking for your help in developing an anti-litter slogan for the City of Gautier. Deadline is August 31, 2017. The winning idea will receive a $500 visa gift card. Submit your slogan ideas to david.lewis@clearwatersol.com.

Presentation

None

Miss. Code Ann. § 3-3-7

MISSISSIPPI CODE of 1972 ANNOTATED
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*** Current through HB 32, 2017 Regular Session, not including changes and corrections made by the Joint Legislative Committee on Compilation, Revision and Publication. The final official version of the statutes affected by 2017 legislation will appear on Lexis.com and Lexis Advance in September 2017. ***

TITLE 3. STATE SOVEREIGNTY, JURISDICTION AND HOLIDAYS
CHAPTER 3. STATE BOUNDARIES, HOLIDAYS, AND STATE EMBLEMS

Miss. Code Ann. § 3-3-7 (2017)

§ 3-3-7. Legal holidays

(1) Except as otherwise provided in subsection (2) of this section, the following are declared to be legal holidays, viz: the first day of January (New Year's Day); the third Monday of January (Robert E. Lee's birthday and Dr. Martin Luther King, Jr.'s birthday); the third Monday of February (Washington's birthday); the last Monday of April (Confederate Memorial Day); the last Monday of May (National Memorial Day and Jefferson Davis' birthday); the fourth day of July (Independence Day); the first Monday of September (Labor Day); the eleventh day of November (Armistice or Veterans' Day); the day fixed by proclamation by the Governor of Mississippi as a day of Thanksgiving, which shall be fixed to correspond to the date proclaimed by the President of the United States (Thanksgiving Day); and the twenty-fifth day of December (Christmas Day). In the event any holiday hereinbefore declared legal shall fall on Sunday, then the next following day shall be a legal holiday.

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

(3) August 16 is declared to be Elvis Aaron Presley Day in recognition and appreciation of Elvis Aaron Presley's many contributions, international recognition and the rich legacy left to us by Elvis Aaron Presley. This day shall be a day of recognition and observation and shall not be recognized as a legal holiday.

(4) May 8 is declared to be Hernando de Soto Day in recognition, observation and commemoration of Hernando de Soto, who led the first and most imposing expedition ever made by Europeans into the wilds of North America and the State of Mississippi, and in further recognition of the Spanish explorer's 187-day journey from the Tombigbee River basin on our state's eastern boundary, westward to the place of discovery of the Mississippi River on May 8, 1541. This day shall be a day of commemoration, recognition and observation of Hernando de Soto and European exploration and shall not be recognized as a legal holiday.

(5) Armistice Day (Veterans Day) shall be observed by appropriate exercises in all the public schools in the State of Mississippi. The superintendent of schools of each public school district is authorized to provide for the appearance of uniformed military personnel, uniformed veterans or the families of fallen military personnel/veterans at such public school exercises in honor of Armistice (Veterans) Day. The superintendent of schools is also authorized to permit the school band and its director(s) at any public school in the district to perform at Armistice (Veterans) Day exercises in the school district upon the request of public officials or veterans associations without loss of any program credit by participating students and without loss of leave by participating school personnel.

HISTORY: SOURCES: Codes, 1880, § 1132; 1892, § 3514; 1906, § 4011; Hemingway's 1917, § 2045; 1930, § 5024; 1942, § 5946; Laws, 1924, ch. 343; Laws, 1940, ch. 138; Laws, 1948, ch. 365; Laws, 1966, ch. 563, § 1; Laws, 1970, ch. 460, § 1; Laws, 1987, ch. 301; Laws, 1987, ch. 398; Laws, 1988, ch. 566; Laws, 1993, ch. 301, § 1; Laws, 1997, ch. 339, § 1; Laws, 2011, ch. 491, § 1, eff from and after July 1, 2011.

CITY OF GAUTIER'S

GAUTIER
MISSISSIPPI
Nature's Playground

Cruisin'

21st Annual Cruisin' The Coast®
Mississippi Gulf Coast
October 1-8 2017

THROUGH THE DECADES

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RESERVED PARKING & CRUISIN' LANE FOR ALL CRUISERS

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ALL MAKES MODELS AND YEARS WELCOME
MUTIPLE PEOPLES CHOICE TROPHIES FOR CARS AND BIKES

CAR SHOW

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Good Food

OCTOBER 1, 2017

11:00 A.M. - 5:00 P.M.

DOLPHIN DRIVE GAUTIER

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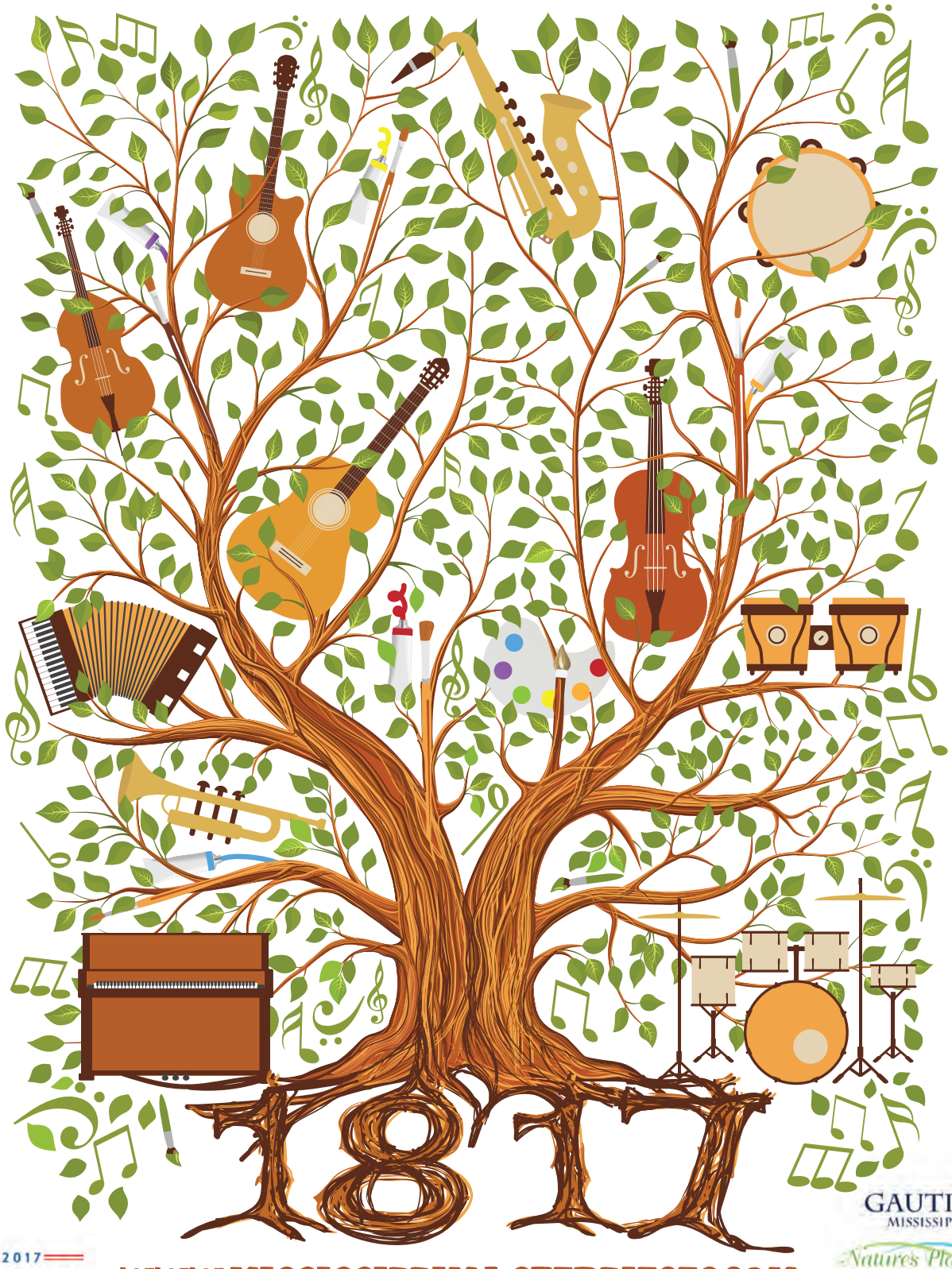
Facebook - City of Gautier Recreation & Community Events

The City Of Gautier Presents

MISSISSIPPI MASTERPIECES

ART AND SONGWRITING CONTEST

Exploring Our Southern Roots Through Art And Music



WWW.MISSISSIPPIMASTERPIECES.COM

This official bicentennial project was made possible by a grant from the Mississippi Humanities Council, through support from the Mississippi Development Authority.

Sometimes it is okay to talk trash!

The City of Gautier and ClearWater Solutions have teamed up to clean up and we need your help! We are looking for creative minds to help develop an anti-litter slogan for our city. There are no specific requirements and all ages are encouraged to participate. Submit your slogan ideas to david.lewis@clearwatersol.com by August 31st. The winning idea will receive a $500 VISA gift card.

ClearWater SOLUTIONS *in partnership with* GAUTIER MISSISSIPPI Nature's Playground

Scott Ankerson, Planning Director/ Building Official, presented Business Item #1 - Consideration for a Conditional Use - Major Permit for WAT BUDDHAMETTA MAHABARAMEE Temple at 6300 Martin Bluff Road (GPC #17-10-CU).

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

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

ORDER NUMBER 160-2017

CITY OF GAUTIER
CONDITIONAL USE-MAJOR PERMIT
GPC CASE NO. 17-10-CU

WAT BUDDHAMETTE MAHABARAMEE TEMPLE

REGARDING PARCEL ID NO: 81804085.050

After due public notice, a Public Hearing was held at City Hall on August 3, 2017 by the Gautier Planning Commission at its regular meeting and at which time the Gautier Planning Commission recommended approval of the Conditional Use Permit with conditions. The City of Gautier City Council, at its regular meeting held on August 15, 2017, considered the application for a Conditional Use-Major Permit for a church or place of worship as submitted by Pisit Opnititanit, representative for Wat Buddhametta Mahabaramee Temple. The parcel subject to this Permit is located at 6300 Martin Bluff Road, Gautier, Mississippi, 39553. Having considered the favorable recommendation by the Planning Commission with conditions, application, testimony and exhibits presented by the applicant, the report of the City Staff and all other relevant testimony, exhibits and other evidence, pursuant to applicable provisions of the City's Unified Development Ordinance, hereby approves the Conditional Use-Major Permit as follows:

1. This proposed Conditional Use-Major is consistent with the goals, objectives and policies of the City's Comprehensive Plan.

2. This proposed Conditional Use-Major is consistent with the character of the immediate vicinity of the proposed use.

3. The proposed use, classified as a church or place of worship, is permitted as a Conditional Use-Major in the C-2 District.

4. Therefore, the City Council accepts the recommendation of the Planning Commission and approves the application submitted on June 12, 2017 for a Conditional Use-Major Permit.

5. The following additional conditions will ensure that the operation of the proposed conditional use will minimize any detrimental effects on neighboring properties and shall apply to the project:

a. The church services/events/meetings shall be limited to the number of occupants designated by the City of Gautier Fire Marshal.

b. ADA accessible parking shall be installed which meets the requirements of the City of Gautier's Unified Development Ordinance and the Americans with Disabilities Act.

c. Any existing business signage which does comply with the City of Gautier's Unified Development Ordinance shall be removed.

d. Separate permits will be applied for and obtained for any "Special Event" held on the property by the occupants as required by the Unified Development Ordinance. Community Outreach Activities such as food preparation services are not considered a "Special Event".

6. The City Clerk shall have this permit recorded in the public records of Jackson County and provide the applicant a copy of the permit with the recording information affixed.

7. The City Council adopted this Conditional Use-Major Permit on a recorded vote of **7** ayes to **0** nays to approve the application of Wat Buddhametta Mahabaramee Temple, located at 6300 Martin Bluff Road, in Gautier, Mississippi, and identified as Jackson County Parcel No. 81804085.050 with the conditions listed above.

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

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

NAYS: **None**

August 15, 2017
Date of Issuance

_____
Phil Torjusen, Mayor

City of Gautier, Mississippi
3330 Highway 90
Gautier, MS 39553

Attest:

_____
Cynthia Russell
City Clerk

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager

From: Scott Ankerson, Planning Director

Date: August 9, 2017

Subject: Conditional Use-Major Permit for WAT BUDDHAMETTA MAHABARAMEE Temple at 6300 Martin Bluff Road (GPC Case No. 17-10-CU)

REQUEST:

The Planning Department has received a request from Pisit Opnititanit representative of Wat Buddhametta Mahabaramee Temple, for a Conditional Use-Major Permit that would allow a Church or Place of Worship in a C-2 Community Commercial Zoning District at 6300 Martin Bluff Road, PID #81804085.050. The application fee of $250 was paid on June 12, 2017. All public notice requirements have been met.

DISCUSSION:

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

A. The proposed use is compatible with the character of development in the vicinity relative to density, bulk and intensity of structures, parking, and other uses.

Staff Finding: The proposed use as a Buddhist Temple serves as a residence for the monks and a place of worship for the congregation. Staff finds that this use will be compatible with the properties in the vicinity due to the fact there are both Residential and Commercial existing surrounding uses.

B. Any possible detrimental effects might occur as a result of the Conditional Use to the continued use, value, or development of properties in the vicinity.

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.

C. Whether or not the proposed use will adversely affect vehicular or pedestrian traffic in the vicinity.

Staff Finding: The applicant states that the Temple will be servicing approximately thirty (30) members with adequate parking. Staff finds that there is an existing circular drive which is of adequate size to accommodate the amount of vehicles (10) required by the Unified Development Ordinance for this use according to the applicant's statement of the number of members of the congregation.

D. If the proposed use can 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.

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

E. If the proposed use in harmony with the Comprehensive Plan.

Staff Response: Yes, the Comprehensive plan proposes Mixed Use Residential in this area. The proposed use consists of both a Residential Dwelling and a place of Worship which is allowed with a "Conditional Us" in the Unified Development Ordinance.

F. If the proposed use listed in the list of possible Conditional Uses in the particular Zoning District.

Staff Finding: Yes, according to the Unified Development Ordinance, a "Church or Place of Worship" is allowed with a "Conditional Use Major" in a C-2 Community Commercial District.

G. Whether the proposed use will not be hazardous, detrimental, or disturbing, to present surrounding land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances.

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

H. Whether the use conforms to all district regulations for the applicable district in which it is located, unless other provisions are specifically set forth in the application.

Staff Finding: The proposed use will conform to district regulations. This will be ensured by the Planning Department upon review of final submittals before permits are issued.

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 Economic Development Director agreeing to the current terms and conditions before a business license may be issued.
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:

Planning Commission and Staff finds that the proposed use may be compatible and harmonious with the C-2 Neighborhood Commercial District and recommends approval with the following conditions:

1. The church services/events/meetings shall be limited to the number of occupants designated by the City of Gautier Fire Marshal.

2. ADA accessible parking shall be installed which meets the requirements of the City of Gautier's Unified Development Ordinance and The Americans with Disabilities Act.

3. Any existing business signage which does not comply with the Unified Development Ordinance shall be removed.

4. Separate permits will be applied for and obtained for any "Special Event" held on the property by the occupants as required by the Unified Development Ordinance. Community Outreach Activities such as food preparation services are not considered a "Special Event".

The City Council may:

1. Approve the Conditional Use-Major Permit with the Conditions listed above; or

2. Approve the Conditional Use-Major Permit with changes; or

3. Deny the Conditional Use-Major Permit.

ATTACHMENTS:

1. Draft Conditional Use-Major Permit
2. GPC Minute Excerpt
3. GPC Staff Report with Back Up

Excerpt from August 3, 2017 GPC Meeting

REQUEST:

Wat Buddhametta Mahabaramee for a Conditional Use-Major that would allow a Temple/Church in a C-2, Community Commercial Zoning District (GPC #17-10-CU).

Scott Ankerson, Planning Director/Building Official, gave a brief overview of the case. The Planning Department has received a request from Pisit Opnititanit representative of Wat Buddhametta Mahabaramee Temple, for a Conditional Use-Major Permit that would allow a Church or Place of Worship in a C-2 Community Commercial Zoning District at 6300 Martin Bluff Road, PID #81804085.050. The application fee of $250 was paid on June 12, 2017.

After discussion, the following motion was made:

Commissioner Green made the motion to recommend that City Council approve the Conditional Use-Major without the Conditions. **Commissioner Scruggs** seconded the motion.

Chairman Dailey requested the motion include the Conditions.

Commissioner Green made a motion to amend the prior motion to recommend that City Council approve the Conditional Use-Major with the following conditions:

1. The church services/events/meetings shall be limited to the number of occupants designated by the City of Gautier Fire Marshal.

2. ADA accessible parking shall be installed which meets the requirements of the City of Gautier's Unified Development Ordinance and The Americans with Disabilities Act.

3. Any existing business signage which does not comply with the Unified Development Ordinance shall be removed.

4. Separate permits will be applied for and obtained for any "Special Event" held on the property by the occupants as required by the Unified Development Ordinance. Community Outreach Activities such as food preparation services are not considered a special event.

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

AYES:	**Larry Dailey** **Jimmy Green** **Paul Gainer** **Christopher Scruggs** **John Hunter**
NAYS:	**None**

Motion passed.

Chairman Dailey called for a vote on the original motion as amended and the following vote was recorded:

AYES:	**Larry Dailey** **Jimmy Green** **Paul Gainer** **Christopher Scruggs** **John Hunter**
NAYS:	**None**

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

August 3, 2017

GPC #17-10-CU

Wat Buddhametta Mahabaramee

6300 Martin Bluff Rd Conditional Use

VII. NEW BUSINESS

A. Wat Buddhametta Mahabarmee for a Conditional Use - Major that would allow a Temple/Church in a C-2, Community Commercial Zoning District (GPC# 17-10-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: Scott Ankerson, Planning Director/Building Official

Date: July 11, 2017

Subject: Conditional Use-Major Permit for WAT BUDDHAMETTA MAHABARAMEE Temple at 6300 Martin Bluff Road (GPC Case No. 17-10-CU)

REQUEST:

The Planning Department has received a request from Pisit Opnititanit representative of Wat Buddhametta Mahabaramee Temple, for a Conditional Use-Major Permit that would allow a Church or Place of Worship in a C-2 Community Commercial Zoning District at 6300 Martin Bluff Road, PID #81804085.050. The application fee of $250 was paid on June 12, 2017. All public notice requirements have been met.

BACKGROUND:

The request property is zoned C-2 Community Commercial.

1. Location: 6300 Martin Bluff Road (See Exhibit A)
   Collector: Martin Bluff

2. General features of the proposed project:
   Total Building Area: 2,000 square feet
   Site Size: 1.0 Acres
   Year Building Constructed: 1980

3. Potable Water and Wastewater Services: Existing from City

4. The building is existing and was previously used as a rental property . The last known use of the property was a home residence.

5. Current Zoning (See Exhibit B): C-2 Community Commercial

6. Current Surrounding Zoning (See Exhibit B): R-1 Low Density Residential to the South; PL Public Land to the West; C-2 Community Commercial to the North and to the East.

7. Current Surrounding Existing Land Use (See Exhibit C): Commercial-Retail to the North; Conservation/Vacant to the East; Very Low to Low Density Residential to the South; and Vacant to the West.

8. Comprehensive Plan Future Land Use Designation (See Exhibit D): Mixed Use Residential.

DISCUSSION:

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

A. The proposed use is compatible with the character of development in the vicinity relative to density, bulk and intensity of structures, parking, and other uses.

Staff Finding: The proposed use as a Buddhist Temple serves as a residence for the monks and a place of worship for the congregation. Staff finds that this use will be compatible with the properties in the vicinity due to the fact there are both Residential and Commercial existing surrounding uses.

B. Any possible detrimental effects might occur as a result of the Conditional Use to the continued use, value, or development of properties in the vicinity.

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.

C. Whether or not the proposed use will adversely affect vehicular or pedestrian traffic in the vicinity.

Staff Finding: The applicant states that the Temple will be servicing approximately thirty (30) members with adequate parking. Staff finds that there is an existing circular drive which is of adequate size to accommodate the amount of vehicles (10) required by the Unified Development Ordinance for this use according to the applicant's statement of the number of members of the congregation.

D. If the proposed use can 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.

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

E. If the proposed use in harmony with the Comprehensive Plan.

Staff Response: Yes, the Comprehensive plan proposes Mixed Use Residential in this area. The proposed use consists of both a Residential Dwelling and a place of Worship which is allowed with a "Conditional Us" in the Unified Development Ordinance.

F. If the proposed use listed in the list of possible Conditional Uses in the particular Zoning District.

Staff Finding: Yes, according to the Unified Development Ordinance, a "Church or Place of Worship" is allowed with a "Conditional Use Major" in a C-2 Community Commercial District.

G. Whether the proposed use will not be hazardous, detrimental, or disturbing, to present surrounding land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances.

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

H. Whether the use conforms to all district regulations for the applicable district in which it is located, unless other provisions are specifically set forth in the application.

Staff Finding: The proposed use will conform to district regulations. This will be ensured by the Planning Department upon review of final submittals before permits are issued.

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 Economic Development Director agreeing to the current terms and conditions before a business license may be issued.

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:

Staff finds that the proposed use may be compatible and harmonious with the Neighborhood Commercial District and recommends approval with the following conditions:

1. The church services/events/meetings shall be limited to the number of occupants designated by the City of Gautier Fire Marshal.

2. According to the Unified Development Ordinance Article VI section 6.2.1.B.1., a residence or for clergymen or Parish house must be in a separate Accessory Structure as an Accessory Use.

3. ADA accessible parking shall be installed which meets the requirements of the City of Gautier's Unified Development Ordinance and The Americans with Disabilities Act.

4. Any existing business signage which does not comply with the Unified Development Ordinance shall be removed.

5. Separate permits will be applied for and obtained for any "Special Event" held on the property by the occupants as required by the Unified Development Ordinance.

CONCLUSION:

The Planning Commission may:

1. Recommend that City Council approve the Conditional Use-Major with the Conditions listed; or
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. Draft Conditional Use-Major Permit
2. Applicant's Exhibit 1 – Application
3. City's Exhibit A – Location Map
4. City's Exhibit B – Existing Zoning Map

5. City's Exhibit C – Existing Land Use Map
6. City's Exhibit D – Future Land Use Map

GAUTIER, MISSISSIPPI

ECONOMIC DEVELOPMENT/PLANNING DEPARTMENT

CONDITIONAL USE APPLICATION

Public Hearing Number

GPC#17-10 CU

TO BE HEARD BY GAUTIER PLANNING COMMISSION:		FEE:
Conditional Use - Major	_____	$250.00
TO BE HEARD BY ECONOMIC DEVELOPMENT/PLANNING DIRECTOR:		**FEE:**
Conditional Use - Minor	_____	$250.00

Name of Applicant: PISIT OPNITITANIT 251-508-6235

Name of Business: WAT BUDDHAMETTA MAHABARAMEE Phone: 757-749-9972

Property Address: 6300 MARTIN BLUFF RD Mailing Address (if Different): _____

E-Mail Address: _____

Proposed Use Requiring Conditional Use: TEMPLE / CHURCH (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).

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

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

_____ 6. Any other information requested by the 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): Pisit Opnititanit Date of Application: 6/12/17

FOR OFFICE USE ONLY

Date Received 6-12.17 Verify as Complete _____

Fee Amount Received $250.00 Initials of Employee Receiving Application _____

DAVID

I, [signature], the fee simple owner(s) of the following described property:

Address: 6300 MARTIN BLUFF RD

Parcel ID No.: 81804085.050

hereby petition to the City of Gautier to *Grant a Conditional Use Major or Minor of* 6300 Martin Bluff Rd (state proposed use from Article V of the Unified Development Ordinance) at the above reference property and affirm that [illegible] (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.

[signature] (Owner's Signature) _____ (Owner's Signature)

Notary Information:

The foregoing instrument was acknowledged before me this 9th day of June, 2017 by David J. Mitchell, who is personally known to me or has produced MS Driver License as identification and who did take an oath.

Lekeisha S. Hill (Printed Name of Notary Public) [signature] (Signature of Notary Public)

Commission # 110675. My commission expires Jan. 20, 2019

(Notary's Seal) STATE OF MISSISSIPPI NOTARY PUBLIC ID # 110675 LEKEISHA S. HILL Commission Expires Jan. 20, 2019 HARRISON COUNTY

OWNERS CONSENT AND DESIGNATION OF AGENT – CONDITIONAL USE

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?
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.
3. Will your project negatively affect neighboring property values or pose a real or perceived threat to citizens? Explain.
4. Will your project adversely affect vehicular or pedestrian traffic in the vicinity? Explain.
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?
6. Is the proposed use in harmony with the Comprehensive Plan? Explain how.
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.
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.

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

See the attached documents.

CORPORATE PROFILE:

Petitioner:	Wat Buddhametta Mahabaramee
Nature of Business:	501 (c)(3) Nonprofit Religious Corporation
Federal EIN:	81-3400446
Agent's Name:	Pisit Opnititanit
Location:	6300 Martin Bluff Rd. Gautier, MS 39553
Proposed Use:	Buddhist Temple/Church

Wat Buddhametta Mahabaramee is a Mississippi Non Profit Corporation filed on August 8, 2016. The company's filing status is listed as Good Standing and its File Number is 1097891.

The Registered Agent on file for this company is Pisit Opnititanit and is located at 6305 Malory Drive, Ocean Springs, MS 39564.

The company has 3 principals on record. The principals are Khunawut Chimmakaew from Sumter SC, Phong Barger from Ocean Springs MS, and Pisit Opnititanit from Ocean Springs MS.

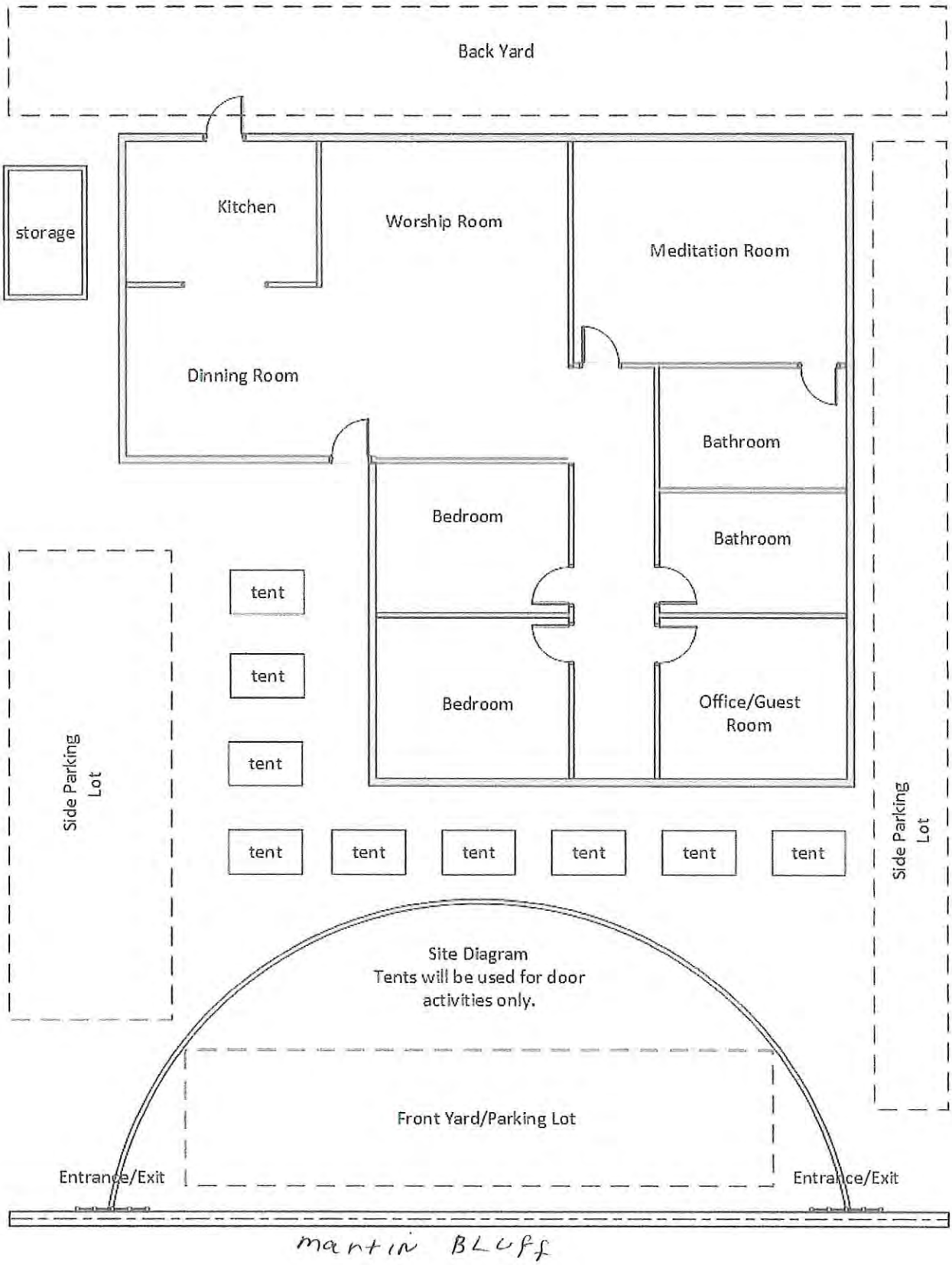
IRS Profile of Wat Buddhametta Mahabaramee

In Care of Name	**Pisit Opnititanit**
Address	**6305 Malory Dr.** Ocean Springs, MS 39564-2321
IRS Subsection	**501(c)(3) - A religious, educational, charitable, scientific or literary organization.**
Type of Foundation	**Church**
Type of Organization	**Corporation**
Deductibility	**Contributions are deductible**
Tax I.D. Number	**813400446**
Exempt Since	**03-2017**
Form 990 Requirement	**Not required to file (church)**
Classification	**Buddhist**

ANSWERS TO CONDITIONAL USE CRITERIAL FOR APPROVAL

1. According to the property information provided by Jackson County, the proposed property owned by David & Nina Mitchell is classified as commercial and it was previously used as business office. This property has been leased year by year by the petitioner for use as a temporary office while its directors are looking for an appropriate place to form a permanent Buddhist temple in Jackson County, Mississippi. Meanwhile, a temporary center is required for gathering the faithful Buddhists, doing religious services, and raising funds to accomplish the mission.
2. A Buddhist temple is usually the place where the Buddhist monks live in and perform religious service. According to the location and interior layout of the leased building, there are three bedrooms, two full bathrooms, one living room, one dining room, and a kitchen. Currently, two bedrooms are allocated as the bedroom for the monks and another bedroom is reserved as the meditation room. The living room is organized as the worship place where congregation and services are performed. There is a storage next to the building and the unpaved parking area is in front of the building. There are two entrances at each corner of the site and driveway in front of the building. The temple is currently servicing about 30 members with adequate parking lots. See the pictures enclosed.
3. The proposed use of the facility will certainly not affect neighboring values or pose a real or perceived threat to citizens because Buddhism is well-known as a peaceful religion that aims at educating the faithful devotees in higher morality, concentration, and wisdom as well as creating good relationships with other religions. The temple's directors have made their best attempt to introducing the Buddhist principles and tradition to the neighbors as well as to paying respect to their privacy and peaceful life. The directors have been creating a good connection with the neighbors by inviting them to observe the temple's activities.
4. The proposed use of the facility does not affect vehicular or pedestrian traffic because there are simply-accessible entrances and sufficient parking lots available to the visitors. The neighboring business owner has kindly granted the temple to park in their property when there are special events and many participants.
5. The proposed property is accommodate with the city water and sanitary sewer and not far from public offices such as police and fire protection.
6. The proposed use is exactly in harmony with the comprehensive plan because the site is peaceful and suitable to forming the religious facility with appropriate spaces required for congregation and religious services.
7. The proposed property has been used as the Buddhist temple, so there are no hazardous or detrimental materials in use. Although there will be some outdoor activities and cooking in the particular events at the temple, the use of hazardous materials are prohibited and the temple has conformed with lawful management

Site Diagram



of garbage and drainage after cooking to prevent any harmful threats to man, environment, and nature.

8. The petitioner has a firm confidence that the use of the proposed property will certainly conform to all district regulations determined by the district where the property is located and/or other provisions. The directors are committed to looking for legal advice and assistance from the public offices related to the proper use of the facility and the organization of the temple's religious services and events to ensure that everything will be compliant with local, state, and federal regulations.

CONDITIONAL USE NARRATIVE

The proposed property will be principally for religious purposes to initialize the permanent construction of the Buddhist temple and meditation center in Jackson County, Mississippi. The facility is the monastery where the Buddhist monks reside and religious services are performed. Religious services are usually done inside the facility. The temple's religious services are normally held on Sundays and special services are conducted once a month. These service include worship, chanting, meditation, presentation of gifts, donation, preaching, counselling, and blessing. The temples opens to the public seven days a week from 8:00 am to 5:00 pm. Subscription of membership is not required for joining the temple's services and events. Additionally, no membership fee is collected monthly and the temple solely depends on donation from the faithful Buddhists and generous donors. Free food and drinks are served to the participants and the public who participate in the temple's services and events.

Generally, the process and time of the temple's religious services and events are as follows:

10:00 am	Congregation of monks and devotees
10:30 am	Monks lead devotees in worship and chanting.
	Meditation practice is done after chanting.
	Devotees take five precepts or a vow to moral conduct.
	The monks perform chanting for blessing.
	Devotees present alms food to the monks.
11:00 am	Luncheon time for the monks and participants
1:00 pm	Devotees present gifts and funds to the temple.
	The sermon is given to the devotees.

	The monks bless the devotees
1:30 pm - 2:30 pm	Counselling and discussion about Buddhist principles and spiritual development are opened to the public.
3:00 pm	End of Service.

However, the temple may occasionally organize the outdoor events. The temple's directors in corporation with community members have planned to raise funds for affording its own property by organizing Thai Festival two times a year and setting up the food booths for charity every Sunday. This plan will bring the community members together and create a good relationship with the neighboring communities through the introduction of Thai food and culture. Food booths and exhibition of Thai culture will be organized by the temple's members and they will be supervised by the temple's directors for legal compliance and public safety.

The temple is committed to introducing the Buddhist principles and Thai culture as well as creating peace to the community and conforming to local, state, and federal laws.

Ven. Pisit Opnititanit was introducting the process of relgious services.

Worship Room

The monks were gathering alms food according to the Buddhist monasticism.

The faithful Buddhists were presenting offering alms food to the monks.

The faithful devotees were raising funds for the temple.

Meditation Room

Devotees were presenting food to the monks.

Kathina or robe-offering ceremony/Outdoor activity

Participants in the Kathina ceremony

Tents will be set up when organizing the outdoor activities.

Tents will be set up when organizing the outdoor activities.

Tents will be set up when organizing the outdoor activities.

Tents will be set up when organizing the outdoor activities.

Tents will be set up when organizing the outdoor activities.

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.

DIAGRAM

81804085.050 MITCHELL DAVID & NINA S

PIDN: 81804085.050

GISP: 764.18-00-0006.00

Owner Information

Percent of Ownership: 100

Name: MITCHELL DAVID & NINA S

Name 2:

Mailing Address: P O BOX 1122
GAUTIER MS
39553

Site Address: 6300 MARTIN BLUFF RD GAUTIER

Land Information

Section: 18

Acreage: 1.00

Township: 7S

Range: 6W

Street Name MARTIN BLUFF RD

Value and Tax Information

Total Assessed Value: 12035

Total Appraised Value: 80230

Improvement Value: 73620

Land Value: 6610

Tax Amount: 1624

SQ FT: 1796

Year Built: 1980

Legal Description

Description: COM E/M MARTIN BLUFF RD & S/L
SEC 18 NLY ALG RD 1660.47' FOR
POB E 208' SLY PARALLEL TO RD
208' W 208' TO RD NLY ALG RD
208' TO POB DB 1508-579
DB 1769-423 (6 MAP764.18)

Deed Book / Page: 1769 / 423

81804085.050 MITCHELL DAVID & NINA S

https://webmap.co.jackson.ms.us/ 6/9/2017

PLANNING COMMISSION/COUNCIL MEETING DATES/DEADLINES

Council Meeting date is dependent on the action taken by the Planning Commission. If the Planning Commission does not render a recommendation at the first meeting date, then the Council Meeting date will be adjusted accordingly.

APPLICATION DEADLINE	PLANNING COMMISSION DATE	COUNCIL MEETING DATE
2016		
November 18, 2015	January 7	January 19
December 15, 2015	February 4	February 16
January 19	March 3	March 15
February 16	April 7	April 19
March 15	May 5	May 17
April 19	June 2	June 21
May 17	July 7	July 19
June 21	+ August 4 5 P.M	+ August 16 6:30 P.M
July 19	September 1	September 20
August 16	October 6	October 18
September 20	November 3	November 15
October 18	December 1	December 20
2017		
November 15, 2016	January 5	January 17
December 20, 2016	February 2	February 21
January 17	March 2	March 21
February 21	April 6	April 18
March 21	May 4	May 16
April 18	June 1	June 20
May 16	July 6	July 18
June 20	August 3	August 15
July 18	September 7	September 19
August 15	October 5	October 17
September 19	November 2	November 21
October 17	December 7	December 19

Rental Agreement

THIS AGREEMENT made this 14 day of July 2016 by and between David Mitchell herein called "LANDLORD", and _____, herein called "TENANT".

LANDLORD hereby agrees to rent to TENANT the real property located in the County of Jackson City of Gautier, State of MS, described as follows: _____ commencing on the 14th day of July, 2016 and monthly thereafter for up to twelve (12) months.

LANDLORD rents the described premises to TENANT on the following terms and conditions.

1. RENT:

TENANT agrees to pay LANDLORD as base rent the sum of $___1000.00____ per month, due and payable monthly in advance on the first day of each month during the term of this agreement. Rent must be received no later than 5:00 PM on the first day of the month. Neither ill health, loss of job, financial emergency or other reasons will be accepted for late payment of rent.

2. SECURITY DEPOSIT:

TENANTS hereby agree to pay a security deposit of $_950.00___ on or before _____or RENTAL AGREEMENT is canceled and tenants must vacate premises. The security deposit will be refunded upon vacating, return of the keys to LANDLORD and termination of this contract according to the terms herein agreed. This deposit will be held to cover any possible damage to the property. No interest will be paid on this money and in no case will it be applied to back or future rent. It will be held intact by LANDLORD until at least 15 working days after TENANTS have vacated the property. At that time LANDLORD will inspect the premises thoroughly and assess any damages and/or needed repairs. This deposit money minus any necessary charges for repairs, cleaning, unpaid rent, etc., will then be returned to TENANT with a written explanation for deductions after they have vacated the property

3. RENTAL COLLECTION CHARGE:

TENANT hereby acknowledges that late payment will cause LANDLORD to incur costs not contemplated by this RENTAL AGREEMENT, the exact amount of which will be extremely difficult to ascertain. In the event rent is not received by 11:59 PM on the 1st day of the month (regardless of cause including dishonored checks) then by 12:01 AM on the 2nd day of the month the Tenant will be charged a late fee of $25.00 for each day that rent is late. Neither ill health, loss of job, financial emergency or other reasons will be accepted for late fee payment. If TENANT has not paid the rent and all late fees by the 10th of the month, then TENANT agrees that LANDLORD will serve eviction and TENANT will have to vacate the premises immediately.

4. . DISCOUNT PROGRAM:

As an incentive to the TENANT to pay his/her rent payments AHEAD OF TIME, and for being responsible for all minor maintenance and repairs, a discount in the amount of $_50.00___ may be deducted from the above rental sum each month. This discount will automatically be forfeited if the TENANT fails to perform as outlined in the RENTAL AGREEMENT.

5. PAYMENT OF RENT:

The initial payment of rent and security deposit under the terms of this RENTAL AGREEMENT MUST BE MADE IN CASH. Thereafter monthly rent payments may be paid by check until the first check is dishonored and returned unpaid. Time is of the essence and no excuses will be accepted. Rent shall be made payable to _____David Mitchell_____ and delivered to LANDLORD by mail to ___5325 Gautier Vancleave Rd. Vancleave MS, 39565_____. Any rents lost in the mail will be treated as if unpaid until received by owner.

6. BAD CHECK SERVICING CHARGE:

In the event TENANT'S check is dishonored and returned unpaid for any reason to LANDLORD, TENANT agrees to pay as additional rent the sum equal to five percent (5%) of the monthly rent. If for any reason a check is returned or dishonored, all future rent payments will be cash or money order only.

7. APPLIANCES:

The house is equipped with stove, and dishwasher. The above rental payment specifically EXCLUDES all appliances of any kind! These appliances are there solely at the convenience of the LANDLORD, who assumes no responsibility for their operation.

8. USE:

The TENANTS agree to use the premises only as a residence for themselves and their children.

9. SMOKING:

There shall be NO CIGERETTE/CIGAR SMOKING Or INCENSE/CANDLE BURNINGallowed inside the rented premises. Violation of this will result in an eviction of rented premises and also a cleaning fee of $150.00

10. NON-ASSIGNMENT OF RENTAL AGREEMENT:

Resident agrees not to assign this agreement, not to Sub-Let any part of the property, nor to allow any other person to live therein other than as named in Paragraph 8 without first requesting permission from the LANDLORD and paying the appropriate surcharge. Further, that covenants contained in this RENTAL AGREEMENT, once breached, cannot afterward be performed; and that lawful proceedings may be commenced.

11. LEGAL OBLIGATIONS:

TENANTS hereby acknowledge that they have a legal obligation to pay their rent on time each and every month regardless of any other debts or responsibilities they may have. They agree that they will be fully liable for any back rent owed. They also acknowledge defaulting on this RENTAL AGREEMENT could result in judgment being filed against them and a lien being filed against their current and future assets and/or earnings.

12. ATTORNEY'S COST:

If court action is sought by either party to enforce the provisions of the RENTAL AGREEMENT, attorney's fees and costs may be awarded to the prevailing party in the court action.

13. REPAIR POLICY:

The TENANTS hereby acknowledge that they have been informed that the LANDLORD and/or his agents are not always available to provide support services to TENANTS. If a problem arises that should cost $50.00 or less to repair, then the TENANTS are expected to deal with it themselves or lose the discount for that month.

If a problem arises that will cost more than $50.00 to repair then the TENANTS must get in touch with LANDLORD as soon as possible, between 9AM. and 5PM. on Monday thru Friday. After normal business hours TENANTS may leave a message and someone will get back to you as soon as possible. Under no circumstances will LANDLORD be responsible for any improvements or repairs costing more than $50.00 unless the TENANTS were given written authorization to make repairs or improvements in advance.

TENANT agrees to meet all TENANT'S obligations as spelled out in MS state law, including but not limited to

1. Comply with all obligations primarily imposed upon TENANTS by applicable provisions of building codes materially affecting health and safety.

2. Keep that part of the premises that he/she occupies and uses as clean and safe as the condition of the premises permit.

3. Dispose from his/her dwelling unit all ashes, rubbish, garbage and other waste in a clean and safe manner.

4. Keep all plumbing fixtures in the dwelling unit or used by the TENANT as clean as their condition permits.

5. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances' including elevators in the premises.

6. Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person to do so.

7. Conduct himself /herself and require other persons on the premises with his/her consent to conduct themselves in a manner that will not disturb his/her neighbor's peaceful enjoyment of the premises.

TENANT warrants that he/she will meet above conditions in every respect, and acknowledges that failure to perform the obligations herein stipulated will be considered grounds for termination of this agreement in accordance with Statues and loss of all deposits.

14. CLEANING FEE:

TENANT hereby agrees to accept the property in its present state of cleanliness. They agree to return the property in the same condition or pay a cleaning fee if LANDLORD has the property professionally cleaned.

1 YEAR

15. ~~6 MONTH~~, then MONTH TO MONTH TENANCY:

This is a 6 month RENTAL AGREEMENT. All parties agree that termination of this agreement before 6

22. INVENTORY AND INSPECTION RECORDS:

An inventory and inspection record has been provided for the TENANT'S use. Only after this has been filled out (within the three day time limit) will the owner take any action to complete necessary repairs. LANDLORD warrants that all major systems will be functional and in good repair at time of possession. Light switches, wall plugs, doors, windows, faucets, drains, locks, toilets, sinks, heaters, etc., will either be in working order or will be repaired once the TENANTS have completed the inspection and inventory record. TENANTS are encouraged to report any necessary repairs no matter how slight, in writing but they are hereby advised that LANDLORD does not normally repair or replace nonfunctional items such as paint, carpets, etc., every time a property changes possession. These items are scheduled for repair/replacement at regular intervals of tenant turnover.

23. MAINTENANCE OF LAWNS:

The TENANTS acknowledge that they are legally responsible for maintaining the lawns and landscaping. The lawn must be mowed within every two weeks and property and landscaping must be kept clean and in order.

24. TENANT RESPONSIBILITY:

Good Housekeeping is expected of everyone. Tenant agrees to keep quarters clean and in a sanitary condition. The TENANTS agree not to permit any deterioration or destruction to occur while they are occupying the property. They agree to maintain the walls, woodwork, floors, furnishings, fixtures and appliances (if any), windows, screens, doors, fences, plumbing, air-conditioning and heating, electrical and mechanical systems as well as the general structure and appearance of the property.

25. **ALTERATIONS:**

TENANT shall make no alterations, decorations, additions or improvements in or to the premises without LANDLORD'S prior written consent, and then only by contractors or mechanics approved by LANDLORD. All alterations, additions or improvements upon the premises, made by either party, shall become the property of LANDLORD and shall remain upon, and be surrendered with said premises, as a part thereof, at the end of the term hereof.

The TENANTS specifically agree that no tacks, nails, screws, etc., will be driven into the walls, nor will they be marred or torn by glue or tape. They also acknowledge that they will be responsible for and pay for any damage done by rain, wind, hail, tornadoes, hurricanes, etc., if this damage is caused by leaving windows open, allowing seepage and/or overflow of water and/or sewage pipes, broken windows or doors, torn screens, broken door and window locks, etc., or any damage caused while TENANT has occupancy.

26. VEHICLE POLICY:

Junk cars, cars on blocks, inoperable vehicles, or unlicensed automobiles are not permitted on property. Removal will be at the expense of the TENANT. TENANTS agree that any vehicle parked on unpaved areas may be towed and stored at TENANT'S expense.

27. UTILITIES:

Resident will be responsible for payment of all utilities, garbage, water and sewer charges, telephone, gas and or other bills incurred during their residency. They specifically authorize LANDLORD to deduct amounts of unpaid bills from their deposits in the event they remain unpaid after termination of this agreement.

28. ROOF AND TERMITE ALERT:

TENANT agrees to notify LANDLORD immediately if roof leaks; water spots appear on ceiling or at the first sign of termite activity.

29. NON-LIABILITY:

The TENANTS hereby state that any work or repairs that need to be done will be subbed out to competent professionals, unless TENANTS are qualified and capable of doing the work themselves and doing it properly, in a safe manner which meets all federal, state, and local regulations. TENANTS further state that they will be legally responsible for any mishap occurring during work either they do themselves or hire others to do. LANDLORD will be held free from harm and liability along with his agents and representatives. In the event that needed repairs are beyond the TENANTS capacity, they are urged to arrange for professional help.

30. VALIDITY OF LEASE PROVISIONS:

Any provision set forth in this RENTAL AGREEMENT which is contrary to the RESIDENTIAL LANDLORD and TENANT ACT shall be treated by LANDLORD and TENANT as void and as if it were not set forth herein, but all other provisions of the RENTAL AGREEMENT shall remain in full force and effect.

31. TELEPHONE:

If the TENANT gets a telephone installed in the premises, LANDLORD will be given the telephone number within 2 working days of installation and will be notified within 2 working days of any further changes in that number.

32. ACCESS TO PREMISES:

The LANDLORD reserves the right to enter the residence at reasonable times to inspect, make necessary repairs, supply services or show it to prospective residents, purchasers, mortgagees, workmen or contractors. Whenever practicable, a one-day notice of the LANDLORD'S intent to enter shall be given to the TENANT. The LANDLORD may also display "for rent" and "for sale" signs on the building on which the rented residence is a part.

33. PEST CONTROL POLICY:

TENANT is responsible for any ongoing Pest Control Service and is strongly encouraged by LANDLORD, if the TENANT desires such a service. LANDLORD is not responsible for any damage done to the TENANT'S person or property by such pests, or to the person or property of TENANT'S family or any other persons on their premises.

34. WAIVER:

All rights given to LANDLORD by this agreement shall be cumulative.
In addition to any laws which exist or might come into being. Any exercise of any rights by LANDLORD or failure to exercise any rights shall not act as a waiver of those or any other rights. No statement or promise by LANDLORD, its agents or employees, as to tenancy, repairs, amount of rent to be paid or other terms and conditions shall be binding unless it is put in writing and made a specific part of this agreement.

35. LEGAL BINDING:

TENANT hereby states that they have the legal right to sign for any and all other residents and to commit them to abide by this contract.

36. TERMS:

In this agreement the singular number where used will include the plural, the masculine gender will include the feminine, the term owner will include LANDLORD, LESSOR; and the term RESIDENT will include TENANT, LESSEE.

37. FULL DISCLOSURE:

The TENANTS signing this RENTAL AGREEMENT (CONTRACT) hereby state that all their questions about this RENTAL AGREEMENT have been answered, that they fully understand all the provisions of the agreement and the obligations and responsibilities of each party as spelled out herein. They further state that they agree to fulfill their obligations in every respect or suffer the full legal and financial consequences of their actions or lack of action in violation of this agreement. Signature by the TENANT on this RENTAL AGREEMENT is acknowledgment that he/she has received a signed copy of the RENTAL AGREEMENT.

ACCEPTED THIS 14th DAY OF July, 2016

LANDLORD/AGENT 7/14/2016 Date

TENANT 7/14/2016 DATE

TENTANT 7/14/2016 DATE

7707475 79

SOCIAL SECURITY NUMBER

K452-800-80-004-0

STATE DRIVERS LICENSE NUMBER

Exhibit A
Location Map

City Of Gautier
Planning Department

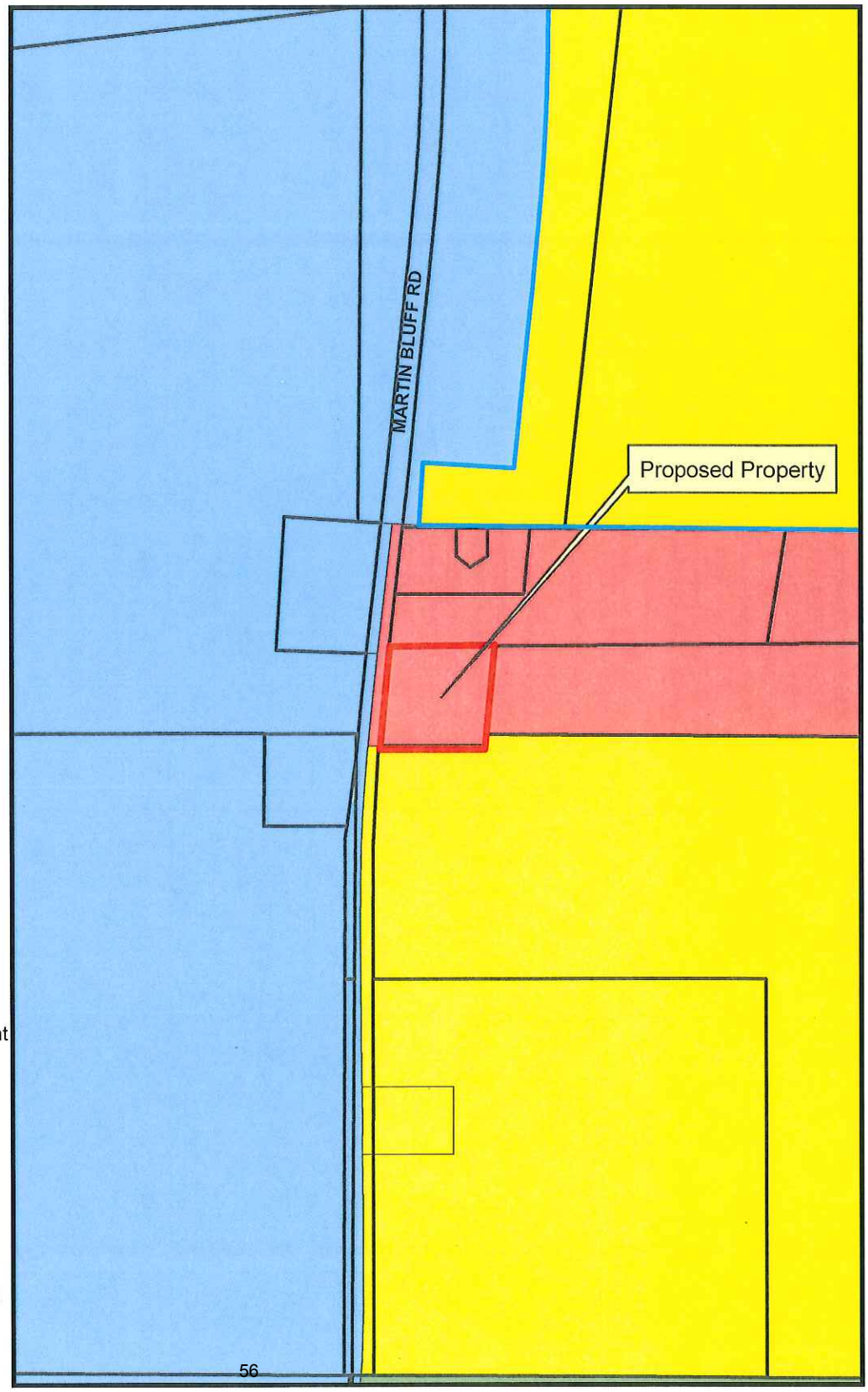
0 400 800
Feet

N
W E
S

Prepared by the
City of Gautier
Planning Department

Exhibit B
Existing Zoning Map

City Of Gautier
Planning Department



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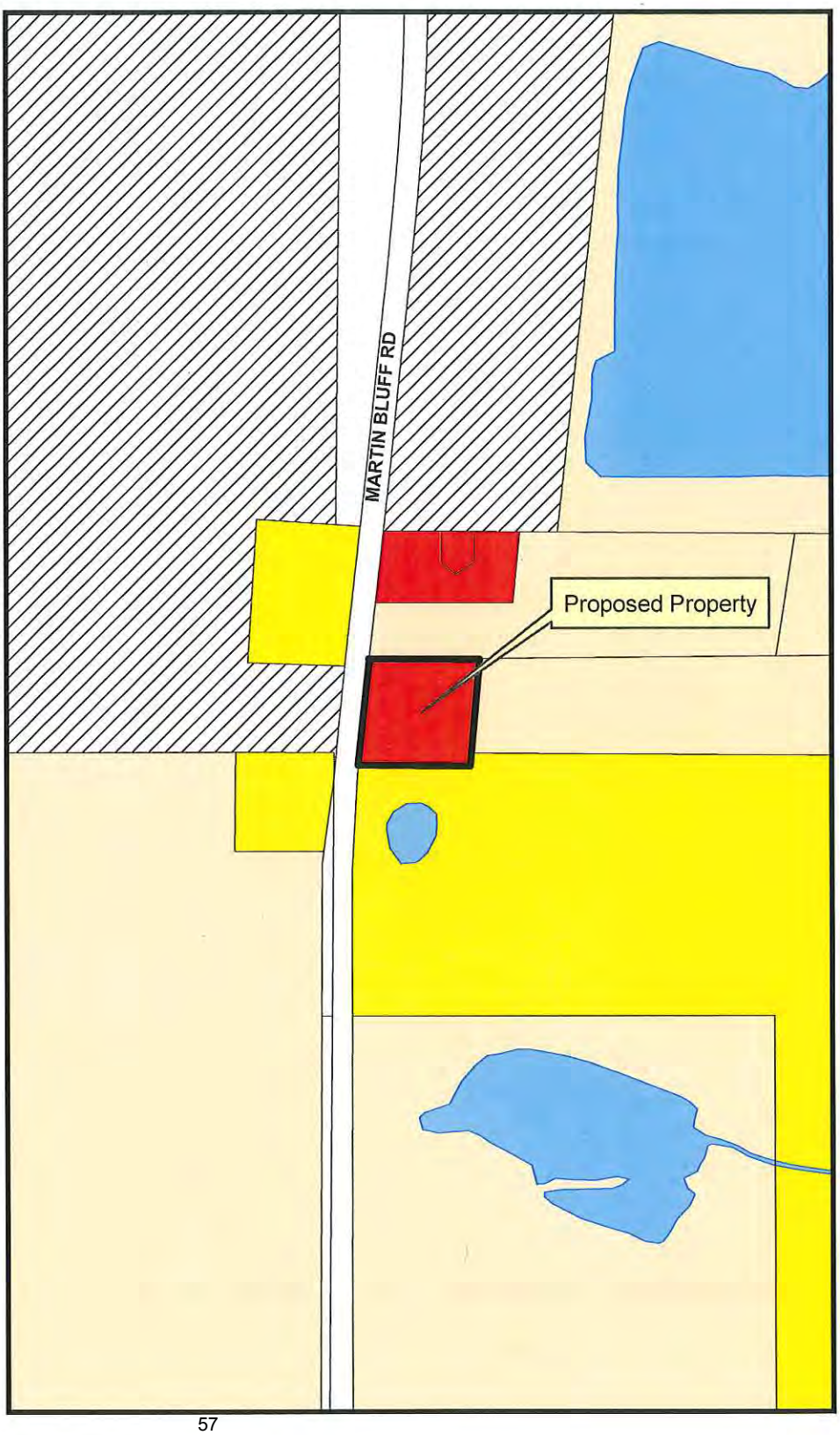
Prepared by the
City of Gautier
Planning Department

Legend

- AG Agricultural
- PL Public/Semi-Public
- PUD Planned Unit Development
- R-1 Low Density Residential
- R-2 Multi-Family Residential
- R-3 Mobile Home District
- MUM
- TC
- MURC-1
- MURC-2
- MURC-MW
- C-1 Neighborhood Commercial
- C-2 Community Commercial
- C-3 Highway Commercial
- I-2 Industrial

Exhibit C
Existing Land Use Map

City Of Gautier
Planning Department



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Prepared by the
City of Gautier
Planning Department

Legend

- GautierParTrimmed

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

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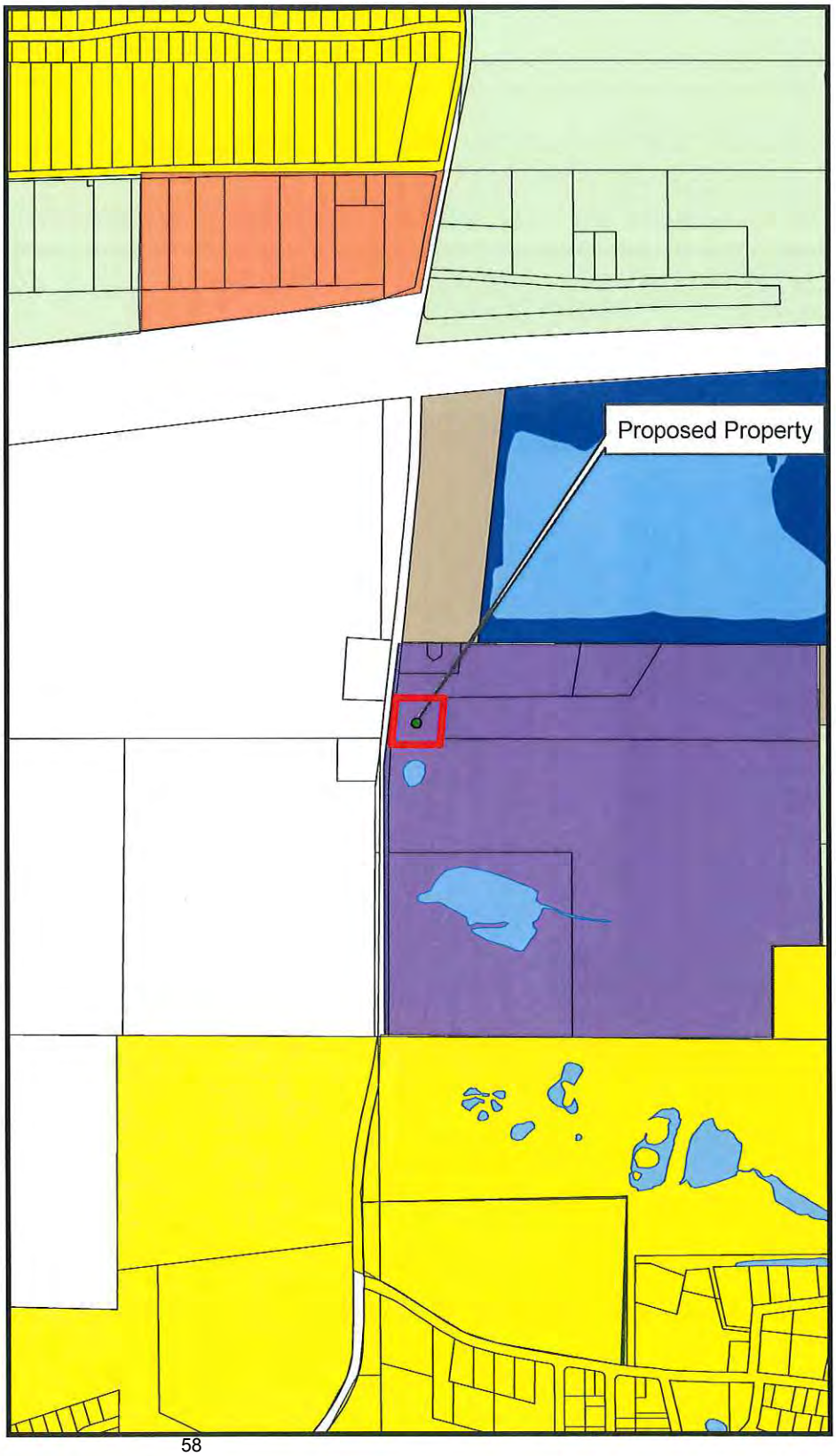
Prepared by the
City of Gautier
Planning Department



Legend

- 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

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

ORDER NUMBER 161-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the appointment of the following Gautier Planning Commission Member is hereby approved.

Ward 4 – James Lee

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**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 15, 2017.

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

ORDER NUMBER 162-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the addendum agreement with r360, LLC to provide additional research, marketing and professional consulting and related services to the City of Gautier, as set forth in the attached agreement, is hereby approved.

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

Motion was made by **Councilwoman Martin,** seconded by **Councilman Vaughan** 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 August 15, 2017.

CITY OF GAUTIER
MEMORANDUM

To: City Council
From: Paula Yancey, City Manager
Date: August 8, 2017
Subject: The request for additional services by r360, LLC.

Request:
The City Manager requests additional services to be provided by r360, LLC. The additional services will include r360, LLC proactively recruiting and to promote to leverage retailers for available properties within the City.

Background:
On April 11, 2017, the City entered into a contract with r360, LLC to provide strategic market profile and other economic development tools for the City of Gautier. This amendment to the contract will provide additional services.

Discussion:
The City of Gautier agrees to pay r360, LLC, for the additional services as set forth, the sum of $10,000 for the first year of such services. Full payment is to be made upon execution of this addendum and receipt of the invoice from r360, LLC. The City has the option to renew the original contract and this addendum for two additional years, at a rate of $30,000.00 each year. The fee for the optional second and third years shall encompass the services contemplated under the original agreement and this addendum. The City is not bound to enter into any agreement for the second or third year of services, but may do so at its sole discretion. The City acknowledges that affiliates of r360, LLC, act in the capacity of a real estate advisory service business and may earn fees for services including development, leasing, real estate sales and real estate consulting fees in the performance of such affiliate's services as part of the scope of the Project. No such development, leasing, real estate sales and real estate consulting fees shall be paid by the City.

Recommendation:
The City Manager recommends that the City Council authorize the addendum between the City of Gautier and r360.

The City Council may:
1. Approve the addendum between the City of Gautier and r360; or
2. Not approve the addendum between the City of Gautier and r360.

ADDENDUM AGREEMENT TO PROVIDE
RESEARCH, MARKETING & CONSULTING SERVICES

THIS ADDENDUM is entered into by and between r360, LLC, an Alabama limited liability company (hereinafter referred to as "Consultant") and the **City of Gautier, Mississippi** (hereinafter referred to as "Client") effective on this the **_____** day of **August, 2017**, as follows:

WHEREAS, on or about **_____**, 2017, the Consultant and Client entered into an agreement under which the Consultant would provide research, marketing and professional consulting and related services; and,

WHEREAS, the Client desires to have performed those additional services identified on Exhibit A attached hereto (the "Project") for the **City of Gautier, Mississippi**, which it believes will promote the efficient operation of the Client; and,

WHEREAS, Consultant has made a proposal to the Client to provide such additional research, marketing and consulting services related to the Project to the Client as further set forth below.

W-I-T-N-E-S-S-E-T-H:

NOW, THEREFORE, this addendum is made and entered into on the date first above written by and between the Client and Consultant, by which Consultant will provide research, marketing and professional consulting to the Client as hereinafter specified, through individuals possessing a high degree of professional skill where the personality of the individual will play a decisive role as follows:

1. <u>SCOPE OF SERVICES</u>

Consultant agrees, for the consideration stated herein, to provide additional research, marketing and professional consulting and related services to the Client for the Project as set out in Exhibit A.

2. <u>TIME OF PERFORMANCE</u>

Consultant shall provide such additional services pursuant to this addendum expeditiously and in good faith, and conduct its work in such a manner as to complete its commitments for Client within one year from the date of this addendum.

Consultant shall commence, carry on and complete the Project with all practicable dispatch, in a sound, economical and efficient manner, in accordance with the provisions hereof and applicable laws. In

accomplishing the Project, Consultant shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work and policies being carried on by the Client.

3. COMPENSATION

The Client agrees to pay Consultant for the additional services as set forth herein, the sum of **$10,000** for the first year of such services. Full payment is to be made upon execution of this addendum and receipt of the invoice from r360, LLC. The Client has the option to renew the original contract and this addendum for two additional years, at a rate of $30,000.00 each year. The fee for the optional second and third years shall encompass the services contemplated under the original agreement and this addendum. The Client is not bound to enter into any agreement for the second or third year of services, but may do so at its sole discretion. Client acknowledges that affiliates of Consultant act in the capacity of a real estate advisory service business and may earn fees for services including development, leasing, real estate sales and real estate consulting fees in the performance of such affiliate's services as part of the scope of the Project. No such development, leasing, real estate sales and real estate consulting fees shall be paid by the Client.

.

CLIENT:

City of Gautier, Mississippi

By _____

Title _____

Date _____

CONSULTANT:
r360, LLC

By _____

Title _____

Date _____

EXHIBIT A

Pro-active Retail Recruitment

The most important service we provide is pro-actively recruiting **the developers and tenant reps** to leverage the identified target retailers/restaurants. Our team is also tasked with communicating and providing assistance to the local property owners and commercial real estate professionals in the City of Gautier while also keeping the primary Gautier contacts updated on the progress of our recruitment efforts.

Upon completion of the research phase of our engagement, the r360 LLC team will create an online account through our BASECAMP platform, available to the appropriate contacts in Gautier to access all research, analysis, and the strategic plan.

Portfolio Review - We have identified retailers and developers looking to aggressive expand their market presence regionally and nationally. We understand the parameters set by retailers when reviewing potential new locations. We have a roster of developers who are looking to replicate previous developments in similar communities across appropriate geographic regions. r360 LLC meets with these retailers and developers in a variety of settings - corporately, regionally, at ICSC functions or in their offices - to position opportunities across our engaged city portfolio down to the specific sites meeting their criteria. Extensive analysis and preparation prior to the Portfolio Review allow meetings to focus on deal making in addition to exchanging information. Retailers and developers have told us that this is the most productive use of their time and their preferred way to discuss opportunities and negotiate deals.

An r360 LLC Team Member will be designated as the Primary point of contact between the appropriate city officials and r360 LLC. The Client Manager's responsibilities include:

1. Communication with the Client
2. Communication with local property owners, developers and brokers
3. Updating and Maintaining the City of Gautier Basecamp account
4. Responding to On-Demand research report requests

The r360 LLC team will focus on pro-actively recruiting developers and tenant reps to the City of Gautier. This effort will include:

1. Representation at 12 ICSC Deal Making Conferences annually. These conferences include:
2. Outgoing phone calls to tenant rep firms
3. Outgoing phone calls to retail developers
4. Portfolio Reviews with tenant reps and developers
5. ICSC Conference meetings with tenant rep firms and developers
6. Updating the Focus Property List
7. Updating the Retail Target List
8. Basecamp updates in real time as new information becomes available
9. Responding to specific research and site information requests from developers and tenant reps

The r360 LLC Research and Marketing Team Members will develop marketing materials to be use**d** at ICSC Conferences. This group will also be involved with responding to custom retail research requests related to our Gautier engagement.

Senior management of r360 LLC will be involved in all aspects of the engagement and will participate in the appropriate meetings related to retail development prospects.

Multiple members of the r360 LLC team will be involved in representing the City of Gautier at Retail Real Estate Conferences across the U.S. Our schedule for next 12 months includes the following conferences:

- RECon – Las Vegas
- Southeastern Deal Making – Atlanta
- Orlando
- New York
- Gulf South Idea Exchange
- Dallas
- Chicago
- Carolinas Idea Exchange
- TN/KY Idea Exchange

<u>Reporting</u>

r360 LLC will report to the appropriate city contacts through many platforms including:

- Basecamp
  - Basecamp is a Project Management Software Solution that allows r360 and our clients to collaborate on the City of Gautier project. The Primary Contact for Gautier will be able to view all of the project outputs, upload documents, receive updates and share project critical information with the r360 team. Each time a member from the r360 LLC team updates the City of Gautier Basecamp account, an alert is sent to the appropriate contact at Gautier.
- Email, Phone Calls, & Web Conferencing
- In Person Meetings
- Conference Representation
  - AS r360 LLC represents the City of Gautier at ICSC Deal Making and Idea Exchange conferences across the country. Updates will be uploaded to Basecamp regarding developer and tenant rep meetings and follow up.
- On Demand Custom Reports
  - r360 LLC will upload On Demand Custom Reports to the City of Gautier to support development and redevelopment efforts

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

ORDER NUMBER 163-2017

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

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

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

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

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 15, 2017.

Docket of Claims
Release date from 08/15/2017 thru 08/15/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SBM REPORTING LLC	172517	08/15/2017	07/31/2017			350.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-090-698 / 7/6/17 PLANNING MTG			MB814	07/28/2017			175.00
	001-090-698 / 7/27/17 PLANNING MTG			MB814	07/27/2017			175.00
001	PASCAGOULA UTILITIES	172518	08/15/2017	07/31/2017			48.73	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-630 / CENTRAL FIRE STN			1885050	07/26/2017			13.69
	001-161-630 / SOUTH FIRE STN			1885233	07/26/2017			35.04
001	LOWES HOME CENTERS INC	172521	08/15/2017	08/01/2017			1,475.77	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-635 / CEILING PANEL (3)			902769	06/28/2017			111.86
	001-161-799 / INSTALL PARTS: WASHER, DRYER			902474	07/06/2017			353.18
	001-170-559 / CLEANING SUPPLIES (8)			902383	07/11/2017			59.42
	001-205-559 / 2/PK CARBIDE BLADES			902421	07/11/2017			27.93
	001-161-559 / GLADE FRAGRANCE (3)			901686	07/12/2017			12.01
	001-161-799 / INSTALL PARTS: WASHER, DRYER			902892	07/13/2017			95.80
	001-021-513 / SUPPLIES: MUSIC ON THE LAWN			902627	07/17/2017			36.05
	001-170-639 / 18FT WAND: PRESSURE WASHER			920276	07/17/2017			129.41
	001-170-639 / 50FT HOSE: PRESSURE WASHER			919609	07/17/2017			82.86
	001-170-559 / 64GAL TRASH CAN W/WHEELS			909720	07/17/2017			69.82
	001-161-559 / 25FT POWER CORD,TAPE (2): E4			901820	07/18/2017			28.24
	001-205-560 / 2/PK LED BULBS			903654	07/18/2017			21.40
	001-021-688 / STAGE SUPPLIES (41)			901857	07/19/2017			227.47
	001-161-559 / 24/PK DEER PARK WATER (20)			909190	07/19/2017			65.07
	001-021-688 / CRT RTN: STAGE SUPPLIES (38)			923900	07/19/2017			-191.04
	001-021-688 / STAGE SUPPLIES (38)			923900	07/19/2017			191.04
	001-205-559 / PVC CEMENT			902347	07/20/2017			6.28
	001-205-559 / 20LB INSECT KILLER (7)			919893	07/20/2017			84.52
	001-161-799 / PVC CPLG FIT: WASHER, DRYER			901895	07/20/2017			3.94
	001-092-510 / MOP WRINGER BUCKET W/WHEELS			909696	07/21/2017			60.51
001	BELL AUTO PARTS INC	172526	08/15/2017	08/01/2017			829.12	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-639 / BELT, IDLER PULLEY			42135	07/06/2017			78.59
	001-170-639 / BLADE (3), PTO SWITCH			42137	07/10/2017			79.30
	001-170-639 / BEARING (2)			42136	07/11/2017			79.00
	001-170-639 / CS OIL			42138	07/12/2017			49.50
	001-170-639 / BEARING (2)			42139	07/13/2017			79.00
	001-100-570 / GAL ROTELLA (4)			42149	07/18/2017			113.77
	001-170-639 / IDLER PULLEY			42150	07/19/2017			32.98
	001-161-638 / CS TRANS FLUID, HYD FILTER (2)			42159	07/25/2017			82.95
	001-170-639 / FILTER:FUEL (2), OIL, HYD, AIR			42160	07/27/2017			105.60
	001-100-570 / BRAKE PAD (2), SWITCH			42161	07/28/2017			128.43
001	STEINER SAW & MOWER	172527	08/15/2017	08/02/2017			286.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-639 / SWITCH: SCAG			487375	07/10/2017			25.00
	001-170-639 / BEARING (2): SCAG			187312	07/11/2017			40.00

Docket of Claims
Release date from 08/15/2017 thru 08/15/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STEINER SAW & MOWER	172527	08/15/2017	08/02/2017			286.00	(CONTINUED)

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-639	BELT: SCAG	087273	07/11/2017		65.00
001-170-639	PRIMER BULB (4),DIAPHRAGM (2)	187320	07/18/2017		30.00
001-170-639	ROD END (2), GREASE CAP (2)	487383	07/13/2017		102.00
001-170-639	FUEL PUMP: EXMARK	187337	07/28/2017		24.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ALLENS TIRE AND WHEEL	172528	08/15/2017	08/02/2017			50.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-638	PATCH TIRE: U #24	170986	07/15/2017		25.00
001-100-638	PATCH TIRE: U #51	170986	07/19/2017		25.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DELTA SANITATION OF MS LLC	172536	08/15/2017	08/03/2017			35.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-698	FRAZIER PORT O LET	0000841889	07/31/2017		35.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AUTO TRUCK AND TRAILER PARTS INC	172537	08/15/2017	08/03/2017			2,773.62	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-638	MOUNT (2), CLIPS (2): E4	263613	07/10/2017		143.90
001-161-638	LIGHT (2): E4	263587	07/10/2017		135.26
001-161-638	FILTER, HAVOLINE OIL (7): R39	263693	07/11/2017		34.38
001-100-570	BLOWER MOTOR: U #14405	263684	07/11/2017		31.07
001-161-638	ANTIFREEZE (2): R39	263686	07/11/2017		22.00
001-161-638	LIGHT (3), SOCKET (3): E4	263656	07/11/2017		103.62
001-161-638	BULB MOUNT (6): E4	263638	07/11/2017		96.00
001-100-570	SPARK PLUG(8),BULB(10): U #46	263621	07/11/2017		20.42
001-100-570	BLOWER MOTOR: U #15808	263716	07/12/2017		30.81
001-100-570	AIR FILTER (2): U #11277	263763	07/13/2017		48.98
001-100-570	HEAD LIGHT: U #14401	263737	07/13/2017		30.47
001-100-570	WIPER (10)	263836	07/18/2017		65.00
001-170-639	FILTER (3),ROTELLA OIL:KUBOTA	263818	07/18/2017		91.14
001-170-639	BATTERY: SWEEPER	263868	07/20/2017		90.00
001-161-638	LIGHT BAR: E4	263897	07/21/2017		986.50
001-161-638	WIRE CONN, SPLICE (3): E4	263972	07/26/2017		37.12
001-161-638	ROTELLA(3),FILTER(4),GRATE:E3	263990	07/27/2017		160.26
001-100-570	BODY MOUNT KIT	264023	07/28/2017		176.44
001-161-638	LIGHT: E3	264021	07/28/2017		141.00
001-161-638	CARTRIDGE: E4	264022	07/28/2017		32.75
001-161-638	RADIATOR: E3	264017	07/28/2017		157.00
001-170-639	BATTERY: JD TRACTOR	263869	07/28/2017		90.00
001-161-638	ROTELLA (3): E3	264043	07/31/2017		49.50

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SYSCON INC	172538	08/15/2017	08/03/2017			1,475.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-010-698	AUG 2017 COURT SUPPORT	1-41217	08/01/2017		1,475.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	M & E FEED & SEED	172540	08/15/2017	08/04/2017			83.98	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-514	DOG FOOD	5131	07/06/2017		41.99
001-100-514	DOG FOD	5132	07/11/2017		41.99

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MS DEPT OF FINANCE & ADMIN	172544	08/15/2017	08/08/2017			41,906.50	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-000-300 JUN 2017 COURT ASSESSMENT			06302017	07/10/2017			22,527.25
	001-000-300 JUL 2017 COURT ASSESSMENT			07312017	08/03/2017			19,379.25
001	MS DEPT OF PUBLIC SAFETY	172545	08/15/2017	08/08/2017			2,519.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-000-300 JUN 2017 SPECIAL ASSESSMENTS			06302017	07/10/2017			1,378.00
	001-000-300 JUL 2017 SPECIAL ASSESSMENTS			07312017	08/03/2017			1,141.00
001	JACKSON COUNTY ADULT DETENTION CENTER	172546	08/15/2017	08/08/2017			12,750.07	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-010-696 JUN 2017 ADC CHGS			06302017	07/28/2017			12,740.00
	001-010-696 PHARMACY CHARGES			06302017	07/28/2017			10.07
001	MGM RESORTS	172547	08/15/2017	08/08/2017			71.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-010-681 COURT CLERK CONFERENCE: DAVIS			09062017	08/03/2017			71.00
001	KEVIN FINN	172548	08/15/2017	08/08/2017			54.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-681 PER DIEM: EXEC FIRE OFFICER			08222017	07/28/2017			54.00
001	DIRECTV LLC	172549	08/15/2017	08/08/2017			136.93	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-698 WEST STN: 022727663 (SEP)			08132017	08/14/2017			136.93
001	FEDERAL EXPRESS	172550	08/15/2017	08/08/2017			18.73	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-699 RETURN ITEM: SAFETY VISION			587734567	07/26/2017			18.73
001	TRIDENT INSURANCE SERVICES	172551	08/15/2017	08/08/2017			3,733.95	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-625 DEDUCTIBLE:WRONGFUL TERMINATN			88712	08/01/2017			3,017.35
	001-092-625 DEDUCTIBLE:WRONGFUL TERMINATN			88713	08/01/2017			716.60
001	BORDIS & DANOS PLLC	172552	08/15/2017	08/08/2017			8,656.67	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-060-602 AUG 2017 RETAINER			43	08/04/2017			7,916.67
	001-060-602 EMINENT DOMAIN: WATERFIELD			44	08/04/2017			740.00
001	GAUTIER QUARTERBACK CLUB	172553	08/15/2017	08/08/2017			155.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-001-615 FULL PAGE AD-FOOTBALL PROGRAM			08042017	08/04/2017			155.00
001	ROBERT JONES, CUSTODIAN	172554	08/15/2017	08/08/2017			92.60	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-559 CELLPHONE CLIP			01232017	08/07/2017			29.99
	001-161-535 ALTERATIONS:ADD PATCHES			01312017	08/07/2017			3.21
	001-161-535 ALTERATIONS:PATCHES/HEM PANTS			01312017	08/07/2017			21.40

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ROBERT JONES, CUSTODIAN	172554	08/15/2017	08/08/2017			92.60	(CONTINUED)

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-535	ALTERATIONS:ADD PATCHES	03172017	08/07/2017		8.00
001-161-535	DUTY BOOTS: MCCOY,D	04212017	08/07/2017		30.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CITY OF GAUTIER	172555	08/15/2017	08/08/2017			113.33	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-021-500	PLANNER: CITY MANAGER	05022016	08/07/2017		24.49
001-021-500	FOLDERS (9): PAINT COAST BLUE	08042016	08/07/2017		9.63
001-021-559	PHOTOFINISHING: GRANT APP	09272016	08/07/2017		10.59
001-021-513	WRAP & RIBBON:LIGHTS-LAGNIAPPE	12012016	08/07/2017		8.56
001-021-513	PAINT: LIGHTS & LAGNIAPPE	12012016	08/07/2017		6.96
001-092-635	1.5" FS WASHER: LADIES RESTRM	03022017	08/07/2017		3.75
001-092-635	REPAIR WATER LINE: CITY HALL	04022017	08/07/2017		15.70
001-092-635	REPAIR WATER LINE: CITY HALL	04022017	08/07/2017		11.82
001-021-513	BLUE STIK ADHESIVE:PLEIN AIRE	05302017	08/07/2017		4.24
001-030-559	BIC 2 PK RED: ELECTIONS	05022017	08/07/2017		7.12
001-021-513	SAND PAIL SET (8):MUSIC-LAWN	07152017	08/07/2017		10.47

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CABLE ONE INC	172557	08/15/2017	08/08/2017			129.01	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-698	AUG 2017: #107571481	07252017	08/01/2017		129.01

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	TEC	172559	08/15/2017	08/08/2017			124.66	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-605	MONTHLY LONG DISTANCE	904059	08/01/2017		124.66

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	G&K SERVICES INC	172560	08/15/2017	08/08/2017			337.45	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-205-535	MAINTENANCE	6033849328	07/03/2017		67.49
001-205-535	MAINTENANCE	6033850810	07/10/2017		67.49
001-205-535	MAINTENANCE	6033852298	07/17/2017		67.49
001-205-535	MAINTENANCE	6033853777	07/24/2017		67.49
001-205-535	MAINTENANCE	6033855260	07/31/2017		67.49

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN OF MS	172562	08/15/2017	08/08/2017			2,746.88	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-525	UNL FUEL	NP50953834	07/31/2017		78.98
001-092-525	UNL FUEL	NP50953834	07/31/2017		31.91
001-100-525	UNL FUEL	NP50953834	07/31/2017		2,054.49
001-161-525	UNL & DSL FUEL	NP50953834	07/31/2017		436.71
001-170-525	UNL & DSL FUEL	NP50953834	07/31/2017		106.46
001-205-525	UNL FUEL	NP50953834	07/31/2017		38.33

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN OF MS	172564	08/15/2017	08/08/2017			2,575.57	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-525	UNL FUEL	NP51074895	08/07/2017		1,867.49
001-161-525	UNL & DSL FUEL	NP51074895	08/07/2017		452.62
001-170-525	UNL & DSL FUEL	NP51074895	08/07/2017		148.82
001-205-525	UNL & DSL FUEL	NP51074895	08/07/2017		106.64

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	COASTAL FIRE SAFETY LLC	172566	08/15/2017	08/08/2017			1,118.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-639	INSPECT F-EXTINGUISHERS (22)	1588	08/02/2017		66.00
001-092-635	SPRINKLER CERT: CITY HALL	1588	08/02/2017		125.00
001-092-635	FACP ALARM CERT: CITY HALL	1588	08/02/2017		125.00
001-100-635	SPRINKLER CERT: POLICE STN	1588	08/02/2017		125.00
001-100-635	FACP ALARM CERT: POLICE STN	1588	08/02/2017		250.00
001-161-635	SPRINKLER CERT: WEST FD	1588	08/02/2017		125.00
001-161-635	FACP ALARM CERT: WEST FD	1588	08/02/2017		150.00
001-092-639	RECHG F-EXTINGUISHERS (5)	1588	08/02/2017		143.00
001-092-639	REPL SAFETY PULL PIN (3)	1588	08/02/2017		9.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MUNICIPAL CODE CORPORATION	172567	08/15/2017	08/08/2017			550.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-040-699	ANNUAL WEB HOSTING 8/17-7/18	0029355	08/02/2017		550.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MSC 7511	172568	08/15/2017	08/08/2017			924.92	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-699	COLOR OVERAGES (8/16-7/17)	INV1994777	08/01/2017		780.31
001-100-699	B/W OVERAGES (8/16-7/17)	INV1994777	08/01/2017		144.61

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	WLOX	172569	08/15/2017	08/08/2017			726.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-021-513	PRODUCE MS MASTERPIECES COMM	1781881-1	07/31/2017		300.00
001-021-513	AIR COMMERCIAL:BROAD ROTATION	1781881-1	07/31/2017		218.00
001-021-513	AIR COMM: GOOD MORNING AMERICA	1781881-1	07/31/2017		150.00
001-021-513	AIR COMM: GOOD MORNING MS	1781881-1	07/31/2017		58.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	C SPIRE WIRELESS	172570	08/15/2017	08/08/2017			948.57	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-021-605	CITY MGR CELL PHONES	0030759348	07/31/2017		150.81
001-022-605	HR CELL PHONES	0030759348	07/31/2017		50.27
001-040-605	ADMIN CELL PHONES	0030759348	07/31/2017		134.73
001-090-605	PLANNING CELL PHONES	0030759348	07/31/2017		150.81
001-090-698	IPAD SERVICE (3)	0030759348	07/31/2017		102.57
001-161-605	FIRE DEPT CELL PHONES	0030759348	07/31/2017		169.31
001-170-605	RECREATION CELL PHONES	0030759348	07/31/1017		162.40
001-205-605	MAINT CELL PHONES	0030759348	07/31/2017		27.67

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER E P A	172573	08/15/2017	08/08/2017			1,441.13	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-631	SOUTH FD 76008001	07202017	07/27/2017		236.69
001-170-631	BACOT PARK 10137	07202017	07/27/2017		1,085.03
001-201-629	SIGNAL LIGHTS 10138	07202017	07/27/2017		119.41

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	O'REILLY AUTO PARTS	172576	08/15/2017	08/08/2017			399.37	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-570	4PC FLOORMATS	1978464080	07/10/2015		29.99
001-100-570	SPARK PLUG (2): U #46	1978464159	07/11/2017		4.18
001-100-570	COOLANT HOSE, THERMOSTAT	1978464821	07/17/2017		44.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	O'REILLY AUTO PARTS	172576	08/15/2017	08/08/2017			399.37	(CONTINUED)

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-570	REG WINDOW: K9 UNIT	1978464984	07/18/2017		112.48
001-100-570	REG WINDOW: CROWN VIC	1978465032	07/19/2017		38.19
001-100-570	WIPER BLADE (2)	1978465033	07/19/2017		27.98
001-100-570	CRDT RTN: REG WINDOW K9 UNIT	1978465040	07/19/2017		-112.48
001-170-639	BATTERY: POLARIS	1978465258	07/21/2017		84.85
001-161-638	1GAL CAR WASH (4)	1978465643	07/24/2017		15.96
001-170-638	FAN ASSY: REC TRUCK	1978465801	07/26/2017		92.63
001-100-570	THERMOSTAT, ANTIFRZ: K9 UNIT	1978465842	07/26/2017		29.31
001-161-638	14 OZ BRAKE CLEAN (12)	1978465995	07/28/2017		32.28

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CREDIT CARD CENTER	172580	08/15/2017	08/08/2017			3,257.56	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
001-021-513	DOMAIN REG: MS MASTERPIECES	06272017	06/28/2017		12.17
001-090-500	CARRIAGE BELT HP PRINTER	06272017	06/28/2017		17.99
001-021-513	SUPPLIES: SWEARING IN	06282017	06/29/2017		4.28
001-021-513	SUPPLIES: SWEARING IN	06282017	06/29/2017		4.55
001-021-513	DISP TABLE WARE:SWEARING IN	06282017	06/29/2017		32.06
001-021-513	FRUIT & GROCERY:SWEARING IN	06282017	06/29/2017		56.20
001-021-513	SUPPLIES: SWEARING IN	06282017	06/29/2017		89.31
001-021-513	SERVING WARE: SWEARING IN	06282017	06/29/2017		172.22
001-021-513	FRUIT: SWEARING IN	06292017	06/30/2017		6.72
001-090-559	PHONE CASE: ANKERSON,S	06292017	06/30/2017		39.96
001-001-681	MML CONVENTION LATE REG W1	06282017	06/30/2017		275.00
001-021-681	REFUND DUPL PMT: MML YANCEY	06292017	07/03/2017		-235.00
001-001-559	LADIES SHIRTS (4): MARTIN,M	07072017	07/10/2017		68.31
001-090-681	AACIS CLASS: ALEXANDER,D	07112017	07/12/2017		310.67
001-090-559	DMI VEHICLE DISTANCE MEASURER	07122017	07/14/2017		480.63
001-001-559	MENS SHIRTS (4): VAUGHAN,C	07182017	07/19/2017		82.50
001-021-513	WKNN-FM 145 BROADCAST SPOTS	07182017	07/20/2017		1,247.32
001-090-559	ADAPTER FOR VEH DIST MEASURER	07212017	07/24/2017		563.93
001-170-577	BATTERIES: BUDDY DAVIS ALARM	07252017	07/27/2017		28.74

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MALLETTE BROTHERS CONSTRUCTION INC	172582	08/15/2017	08/08/2017			2,486.44	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-576	32.31 FILL SAND CY	19379	07/31/2017		387.72
001-201-576	6.58 ASPHALT TN	19379	07/31/2017		493.50
001-201-576	13.72 RIP RAP TN	19379	07/31/2017		754.60
001-201-576	8.58 RAP TN	19379	07/31/2017		291.72
001-201-576	18.63 SACTUN A-BASE TN	19379	07/31/2017		558.90

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ALABAMA MEDIA GROUP	172585	08/15/2017	08/08/2017			36.60	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-615	CU NOTICE:BUDDHAMETTA TEMPLE	0008262385	07/16/2017		18.00
001-090-615	HEARING: AMEND ZONING MAP	0008262382	07/16/2017		18.60

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	TOMMIE LARSEN	172586	08/15/2017	08/08/2017			360.00	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
001-021-688	ARTWORK: LONE PINE	07312017	08/08/2017		180.00
001-021-688	ARTWORK: ESCAPE ROUTE	07312017	08/08/2017		180.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ALABAMA MEDIA GROUP	172600	08/15/2017	08/09/2017			38.28	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-040-615	PUBLIC NOTICE: UDO #235-2017	0008260221	07/14/2017	170993	38.28

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ESTABROOK MOTOR CO INC	172601	08/15/2017	08/09/2017			2,856.71	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-638	FILTER ASY DIESEL PARTICLE	427782	08/02/2017	171063	1,798.67
001-170-638	AB SWITCH ASY	427782	08/02/2017	171063	65.73
001-170-638	SENSOR ASY	427782	08/02/2017	171063	196.36
001-170-638	SENSOR EXHAUST GAS TEMPERA	427782	08/02/2017	171063	91.63
001-170-638	KIT EXHAUST SYS MOUNTINGS	427782	08/02/2017	171063	129.57
001-170-638	CORE CHARGE	427782	08/02/2017	171063	150.00
001-170-638	RTN CRDT: CORE	427782	08/02/2017		-150.00
001-170-638	LABOR: REC TRUCK GREEN F350	427782	08/02/2017		574.75

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	INTERNATIONAL PERSONNEL MANAGEMENT ASSOC	172602	08/15/2017	08/09/2017			187.19	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-022-660	FF-EL102 ENTRY-LEVEL TEST (8)	29845R6W7K	07/21/2017	171011	95.04
001-022-660	ADMINISTRATION FEE	29845R6W7K	07/21/2017	171011	92.15

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MS FIRE ACADEMY	172603	08/15/2017	08/09/2017			365.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-681	FF INTERVENTION RESCUE:HILL,J	25499	08/03/2017	170755	365.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	GULF COAST BUSINESS SUPPLY CO	172606	08/15/2017	08/09/2017			130.05	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-510	12/CT 409 CLEANER	153072	07/28/2017	171054	36.99
001-092-510	24/CT COMET CLEANSER	153072	07/28/2017	171054	34.59
001-092-510	8/CT DAWN DISH SOAP	153072	07/28/2017	171054	34.49
001-092-510	6/CS GAL BLEACH (2)	153072	07/28/2017	171054	23.98

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CUSTOM PRODUCTS CORPORATION	172607	08/15/2017	08/09/2017			576.42	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-576	30X30 STOP (10)	292263	07/27/2017	171037	300.40
001-201-576	18X06 ALL WAY STOP (6)	292263	07/27/2017	171037	34.20
001-201-576	12X18 NO LITTERING (5)	292263	07/27/2017	171037	42.95
001-201-576	12X18 NO PARKING (5)	292263	07/27/2017	171037	42.95
001-201-576	24X24 DUCK CROSSING (2)	292263	07/27/2017	171037	42.98
001-201-576	18X24 SLOW CHILDREN (2)	292263	07/27/2017	171037	34.30
001-201-576	FREIGHT	292263	07/27/2017	171037	78.64

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	A-1 AUTO PARTS	172608	08/15/2017	08/09/2017			237.45	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-638	DYE, FREON, R134: E4	14159	07/25/2017	171029	69.50
001-161-638	REPR AC LINE: E4	14159	07/25/2017	171029	166.95
001-161-638	HAZMAT: E4	14159	07/25/2017	171029	1.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MS TROPHY LLC	172609	08/15/2017	08/09/2017			30.87	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-559 / NAME/SERVING BAR: WEAVER			9816	07/26/2017	170929		30.87
001	GREGGS AFFORDABLE AUTO GLASS	172611	08/15/2017	08/09/2017			70.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-638 / WINDSHIELD REPAIR: U #12416			37614	08/08/2017	171094		70.00
001	SOUTHERN WATERWORKS SUPPLY INC	172613	08/15/2017	08/09/2017			1,012.41	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-201-576 / 50# BAG PERMA-PATCH (63)			70976	07/27/2017	171049		1,012.41
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	172615	08/15/2017	08/09/2017			1,132.24	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-500 / 4/PK EPSON 127/126 CMY (2)			3346471175	07/19/2017	171023		147.98
	001-100-500 / DZ PERF LEGAL PAD 8.5X14 (2)			3346471175	07/19/2017	171023		12.82
	001-100-500 / WIRELESS KEYBOARD/MOUSE			3346471175	07/19/2017	171023		58.99
	001-100-500 / 32GB USB FLASH DRIVE			3346471175	07/19/2017	171023		12.99
	001-100-500 / DESK ORGANIZER (2)			3346471175	07/19/2017	171023		52.38
	001-040-500 / BX 10X13 WHITE ENVELOPE			3343229149	06/16/2017	170904		32.77
	001-040-500 / REMAN HP 950XL/HY BLK INK			3343229149	06/16/2017	170904		13.80
	001-040-500 / DZ PERMANENT SHARPIE			3343229149	06/16/2017	170904		5.22
	001-040-500 / HP 05A BLACK TONER CARTRIDGE			3343229149	06/16/2017	170904		73.67
	001-040-500 / CRT RTN: 10X13 WHITE ENVELOPE			3346471170	07/19/2017	170904		-32.77
	001-040-500 / BX 10X13 WHITE ENVELOPE			3343229148	06/16/2017	170904		86.88
	001-090-500 / BX/60 BIC ROUND STICK BP PEN			3346471174	07/19/2017	171018		5.61
	001-090-500 / CT/200 SHEET PROTECTOR			3346471174	07/19/2017	171018		8.06
	001-090-500 / HP 80 PRINTHEAD & CLEANER			3346471174	07/19/2017	171018		177.44
	001-090-500 / SAMSILL ECONOMY 1" BINDER			3347193195	07/27/2017	171018		21.29
	001-040-500 / DZ MECHNICAL PENCILS			3347286346	07/28/2017	171052		15.99
	001-040-500 / BX CLASP BROWN ENVELOPE			3347286346	07/28/2017	171052		17.52
	001-040-500 / CS COPY PAPER 8.5X11 (10)			3347286346	07/28/2017	171052		308.70
	001-040-500 / PK/12 PERFORATED NOTE PAD			3347286346	07/28/2017	171052		4.32
	001-040-500 / PK/4 DAB 'N SEAL			3347286346	07/28/2017	171052		11.94
	001-040-500 / HEAVY DUTY STAPLES (2)			3347286346	07/28/2017	171052		6.60
	001-040-500 / PK/50 THERMAL LAMINATE POUCH			3347286346	07/28/2017	171052		4.50
	001-040-500 / CT/24 POST-IT SS NOTES 3X3			3347286346	07/28/2017	171052		23.83
	001-040-500 / BX/100 CLASP ENVELOPES			3347286347	07/28/2017	171052		31.29
	001-021-559 / CERTIFICATE HOLDER (2)			3347286348	07/28/2017	171057		13.98
	001-021-559 / PK/2 LETTER OPENER			3347286348	07/28/2017	171057		1.22
	001-021-559 / PARCHMENT CERTIFICATE PAPER			3347286348	07/28/2017	171057		12.19
	001-021-559 / STAPLE REMOVER			3347559811	07/29/2017	171057		3.03
001	CITY ELECTRIC SUPPLY CO	172617	08/15/2017	08/09/2017			34.50	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-799 / 120/240 SQUARED BREAKER:DRYER			PAS/045016	07/17/2017	171008		34.50

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	THE FEED SACK FARM & GARDEN SUPPLY	172618	08/15/2017	08/09/2017			74.75	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-170-634 / 1LB GOLDEN MARLIN (5) / 148305 / 07/07/2017 / 170980							74.75
001	THE FIRE STORE	172619	08/15/2017	08/09/2017			45.77	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-161-535 / COLLAR INSIGNIA (2) / 17090310 / 07/31/2017 / 170957							30.78
	001-161-535 / SHIPPING / 17090310 / 07/31/2017 / 170957							14.99
001	OUT ON A LIMB TREE SERVICE	172620	08/15/2017	08/09/2017			600.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-201-698 / TREE REMOVAL: C BYRD ROAD / 170726 / 07/26/2017 / 171051							600.00
001	144TH MARKETING GROUP LLC	172621	08/15/2017	08/09/2017			2,009.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-100-799 / RAPTOR RP-1, DUAL KA-BAND / 18600 / 07/31/2017 / 170925							1,975.00
	001-100-799 / SHIPPING: RADAR SYSTEM / 18600 / 07/31/2017 / 170925							34.00
001	ENGEL ELECTRIC LLC	172622	08/15/2017	08/09/2017			13,855.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-201-751 / ORDER,INSTALL POLE:DOLPHIN ST / S170718112 / 07/18/2017 / 170784							13,855.00
001	CLARKS PROFESSIONAL CAR CARE INC	172623	08/15/2017	08/09/2017			59.95	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-100-638 / COMPUTER WHL ALIGN: U #14398 / 0022770 / 07/24/2017 / 171039							59.95
001	OCCUPATIONAL HEALTH CENTER INC	172624	08/15/2017	08/09/2017			901.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-161-604 / ANNUAL PHYSICAL: FOUNTAIN, K / 122413 / 08/02/2017 / 170991							342.00
	001-161-604 / ANNUAL PHYSICAL: FOUNTAIN, S / 122413 / 08/02/2017							559.00
001	WINNONA M FIX	172630	08/15/2017	08/10/2017			150.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-021-688 / ARTWORK:INDIAN POINT ON BAYOU / 07312017 / 08/08/2017							150.00
001	JOANNE U BRANDT	172631	08/15/2017	08/10/2017			400.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-021-688 / ARTWORK:MWALKER YELLOW RESCUE / 07312017 / 08/08/2017							150.00
	001-021-688 / ARTWORK:MWALKER MARINA BOUND / 07312017 / 08/08/2017							250.00
001	CRAIG REYNOLDS DECORATIVE ARTS STUDIO	172632	08/15/2017	08/10/2017			1,035.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-021-688 / ARTWORK:FOUR SISTERS / 07312017 / 08/08/2017							562.50
	001-021-688 / ARTWORK:GRAY DAY ON THE BAYOU / 07312017 / 08/08/2017							472.50
001	CURTIS S JAUNSEN	172633	08/15/2017	08/10/2017			800.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-021-688 / ARTWORK: WINDY MARSH / 07312017 / 08/08/2017							320.00
	001-021-688 / ARTWORK: BOAT HOUSE / 07312017 / 08/08/2017							480.00

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001	ROBERT E AMONETT JR	172634	08/15/2017	08/10/2017			400.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-021-688 ARTWORK: SATURDAY AT HUCKS			07312017	08/08/2017			400.00
001	MELISSA M ROOT	172635	08/15/2017	08/10/2017			150.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-021-688 ARTWORK: NEW STEPS			07312017	08/08/2017			70.00
	001-021-688 ARTWORK: AT THE DOCK			07312017	08/08/2017			80.00
001	ELEANOR G PATRICK	172636	08/15/2017	08/10/2017			275.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-021-688 ARTWORK:1940 COTTAGE MWALKER			07312017	08/08/2017			100.00
	001-021-688 ARTWORK:MARY WALKER MARINA			07312017	08/08/2017			175.00
001	LIONEL VINCENT CLARK JR	172637	08/15/2017	08/10/2017			40.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-021-688 ARTWORK: ARTIST ANGLER			07312017	08/08/2017			40.00
001	JENNIFER BRADY KAYES	172638	08/15/2017	08/10/2017			45.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-021-688 ARTWORK: CHOO CHOO AT SHEPARD			07312017	08/08/2017			45.00
001	MEAGAN COLE	172639	08/15/2017	08/10/2017			150.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-021-688 ARTWORK:GREY OVER PASCAGOULA			07312017	08/08/2017			150.00
001	EMILEE FITZGERALD	172640	08/15/2017	08/10/2017			100.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-021-688 ARTWORK: INDIAN POINT			07312017	08/08/2017			100.00
001	SUM OF THE ARTS LLC	172641	08/15/2017	08/10/2017			700.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-021-688 ARTWORK: PITALO'S MARINE			07312017	08/08/2017			350.00
	001-021-688 ARTWORK: BACKYARD VIEW			07312017	08/08/2017			350.00
001	DIANE S JOE	172642	08/15/2017	08/10/2017			550.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-021-688 ARTWORK: CITY PARK			07312017	08/08/2017			275.00
	001-021-688 ARTWORK: CRANE PRESERVE			07312017	08/08/2017			275.00

FUND TOTAL 1 Claims to Checks 70 Total 124,788.75 Manual Held Total 124,788.75

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
007	HANCOCK BANK	172442	08/15/2017	07/27/2017			13,713.75	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
007-680-807	BOND INT GAUTIER210	09012017	07/11/2017		13,713.75

FUND TOTAL 7 Claims to Checks 1 Total 13,713.75 Manual Held Total 13,713.75

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
130	RIGHT OF WAY TECHNOLOGY INC	172583	08/15/2017	08/08/2017			96,700.00	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
130-130-770	ACQUISITION FEES (14)	155A	07/28/2017		49,000.00
130-130-770	CLOSING-TITLE (14)	15-213-5	07/21/2017		10,900.00
130-130-770	RELOCATION ASSISTANCE (8)	155R	07/28/2017		36,800.00

FUND TOTAL 130 Claims to Checks 1 Total 96,700.00 Manual Held Total 96,700.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	FUELMAN OF MS	172563	08/15/2017	08/08/2017			32.13	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-525 / UNL FUEL			NP50953834	07/31/2017			32.13
176	FUELMAN OF MS	172565	08/15/2017	08/08/2017			30.48	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-525 / UNL FUEL			NP51074895	08/07/2017			30.48
176	C SPIRE WIRELESS	172571	08/15/2017	08/08/2017			50.27	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-605 / CELL PHONE			0030759348	07/31/2017			50.27
176	SINGING RIVER E P A	172574	08/15/2017	08/08/2017			1,614.97	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-631 / PARK FACILITIES	76854002		07202017	07/27/2017			1,566.81
	176-170-631 / HOUSE	76855002		07202017	07/27/2017			48.16

FUND TOTAL 176 Claims to Checks 4 Total 1,727.85 Manual Held Total 1,727.85

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
300	SEYMOUR ENGINEERING PLLC	172643	08/15/2017	08/10/2017			14,150.00	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
300-600-603	DESIGN SERVICES 10%	6277	07/13/2017		3,800.00
300-600-603	TOPOGRAPHIC SURVEY 50%	6277	07/13/2017		9,300.00
300-600-603	ENVIRO PERMITTING 10%	6277	07/13/2017		1,050.00

FUND TOTAL 300 Claims to Checks 1 Total 14,150.00 Manual Held Total 14,150.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	JACKSON COUNTY UTILITY AUTHORITY	172519	08/15/2017	07/31/2017			179,768.00	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-668	AUG 2017 TREATMENT CHGS	111580	08/01/2017		171,281.00
400-651-668	FY 2016 ACTUAL FLOW ADJ	111580	08/01/2017		8,487.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CABLE ONE INC	172520	08/15/2017	07/31/2017			27.37	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-698	JUL 2017: #107663106	07162017	07/23/2017		27.37

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	LOWES HOME CENTERS INC	172522	08/15/2017	08/01/2017			259.38	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-583	48" HEAD ACHR(12): BACOT PROJ	902725	07/17/2017		167.34
400-651-583	20# HYD WATER STOP: BACOT PROJ	903650	07/18/2017		26.01
400-651-583	TRT PLYWOOD/LUMBER: BACOT PROJ	901922	07/21/2017		66.03

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	WASTE MANAGEMENT OF MS-GLF COAST INC	172558	08/15/2017	08/08/2017			509.04	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-698	ROLL - OFF TIMBERLANE	6569462134	08/01/2017		509.04

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CLEARWATER SOLUTIONS LLC	172572	08/15/2017	08/08/2017			199,107.75	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-672	JUL 2017 OPERATION FEE	GAUTIER056	08/01/2017		199,107.75

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER E P A	172575	08/15/2017	08/08/2017			4,581.88	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-631	LIFT STNS 17875	07202017	07/27/2017		226.32
400-651-631	LIFT STNS 17883	07202017	07/27/2017		2,587.37
400-651-631	LIFT STNS 17884	07202017	07/27/2017		1,768.19

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	HD SUPPLY WATERWORKS LTD	172604	08/15/2017	08/09/2017			1,152.00	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-683	42 N12 W/T 20' PIPE (20)	H566087	07/28/2017	171060	1,152.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	HD SUPPLY WATERWORKS LTD	172605	08/15/2017	08/09/2017			741.10	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-583	INSTANT HYDRAULIC CEMENT (10)	H532455	07/27/2017	171036	279.10
400-651-583	42 ADS N-12 SPLIT CPLG (2)	H561375	07/28/2017	171058	462.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CONSOLIDATED PIPE & SUPPLY	172610	08/15/2017	08/09/2017			228.00	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-581	MEGALUG (6)	3771822000	08/02/2017	171083	180.00
400-651-581	TRANS DOMESTIC MJ B&G SET (6)	3771822000	08/02/2017	171083	48.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	DIXIE GLASS & TRIM INC	172612	08/15/2017	08/09/2017			615.00	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-635	FIELD VERIFY MEASURE HINGE	I037689	08/02/2017	171016	85.00
400-650-635	83" CONTINUOUS ROTON HINGE	I037689	08/02/2017	171016	280.00
400-650-635	LABOR: FRT DOOR PW BUILDING	I037689	08/02/2017	171016	250.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SOUTHERN WATERWORKS SUPPLY INC	172614	08/15/2017	08/09/2017			819.82	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-581	1" MCDONALD BRASS CPLG (18)	70975	07/27/2017	171041	334.58
400-651-581	2" SCH 40 DEEP CPLG (12)	70975	07/27/2017	171041	32.88
400-651-581	2" KNOCK ON CPLG (12)	70975	07/27/2017	171041	192.41
400-651-581	2" FLO-LOCK PVC COMP CPLG (12)	70975	07/27/2017	171041	259.95

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	STAPLES BUSINESS ADVANTAGE DEPT ATL	172616	08/15/2017	08/09/2017			336.79	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-500	4/PK HP 950XL/951/CMY INK (2)	3346471171	07/19/2017	171022	193.98
400-651-500	2/PK 62XL BLK/62 COLOR INK	3346471171	07/19/2017	171022	57.99
400-651-500	12/PK CLEAR TAPE (2)	3346471171	07/19/2017	171022	12.88
400-651-500	3000/PK ADDRESS LABEL (2)	3346471171	07/19/2017	171022	42.02
400-651-500	DZ SHARPIE MARKER	3346471171	07/19/2017	171022	5.22
400-651-500	24/CT MED BINDER CLIP (2)	3346471171	07/19/2017	171022	4.62
400-651-500	5/PK CALULATOR ROLL	3346471171	07/19/2017	171022	10.09
400-651-500	24/PK HIGHLIGHTER	3346471173	07/19/2017	171022	9.99

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	J H WRIGHT & ASSOCIATES INC	172625	08/15/2017	08/09/2017			4,070.00	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-583	CONTROL FLOAT (2)	399527	05/09/2017	170767	120.00
400-651-584	ROTARY PHASE CONVERTER MOTOR	399568	05/11/2017	170712	2,150.00
400-651-584	SHIPPING: CAMPBELL RD	399568	05/11/2017	170712	100.00
400-651-583	KG2SL-2301 GRINDER PUMP (2)	399678	05/17/2017	170758	1,700.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	MALLETTE BROTHERS CONSTRUCTION INC	172644	08/15/2017	08/08/2017			2,654.10	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-683	88.47 LIMESTONE TN	19379	07/31/2017		2,654.10

FUND TOTAL 400 Claims to Checks 14 Total 394,870.23 Manual Held Total 394,870.23

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	DELTA SANITATION OF MS LLC	172535	08/15/2017	08/03/2017			82,693.35	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
404-677-693	JUL 2017 RES GARBAGE SERV	0000841792	07/31/2017		80,097.83
404-677-693	JUL 2017 CART RENTAL	0000841792	07/31/2017		2,344.32
404-677-693	JUL 2017 COM CART RENTAL	0000841792	07/31/2017		251.20

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	APPLEWHITE INDUSTRIES INC	172561	08/15/2017	08/08/2017			150.00	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
404-677-695	JUL 2017 50 @ 3.00	3117	07/31/2017		150.00

FUND TOTAL 404 Claims to Checks 2 Total 82,843.35 Manual Held Total 82,843.35

Docket of Claims
Release date from 08/15/2017 thru 08/15/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
409	GOODWYN MILLS & CAWOOD INC	172584	08/15/2017	08/08/2017			20,600.00	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
409-223-601	PROJECT MANAGEMENT	EM OB15100124	07/27/2017		600.00
409-223-601	ASSESS PETROLEUM SITES (2)	EM OB15100124	07/27/2017		9,000.00
409-223-601	ASSESS HAZARDOUS SITES (2)	EM OB15100124	07/27/2017		11,000.00

FUND TOTAL 409 Claims to Checks 1 Total 20,600.00 Manual Held Total 20,600.00

Docket of Claims
Release date from 08/15/2017 thru 08/15/2017

SUMMARY OF ALL FUNDS

FUND 1	Claims	to	Checks	70	Total	124,788.75	Manual	Held	Total	124,788.75
FUND 7	Claims	to	Checks	1	Total	13,713.75	Manual	Held	Total	13,713.75
FUND 130	Claims	to	Checks	1	Total	96,700.00	Manual	Held	Total	96,700.00
FUND 176	Claims	to	Checks	4	Total	1,727.85	Manual	Held	Total	1,727.85
FUND 300	Claims	to	Checks	1	Total	14,150.00	Manual	Held	Total	14,150.00
FUND 400	Claims	to	Checks	14	Total	394,870.23	Manual	Held	Total	394,870.23
FUND 404	Claims	to	Checks	2	Total	82,843.35	Manual	Held	Total	82,843.35
FUND 409	Claims	to	Checks	1	Total	20,600.00	Manual	Held	Total	20,600.00
	Total for all Funds		Checks	94	Total	749,393.93	Manual	Held	Total	749,393.93

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

ORDER NUMBER 164-2017

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 Capital Improvements Revolving Loan Program (CAP) agreement with the Mississippi Development Authority (MDA) for the purpose of constructing a water storage tank. The principal amount of the loan will not exceed $736,500.00.

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

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

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

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 15, 2017.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager

From: April Havens, Grants & Projects Administrator

Date: August 14, 2017

Subject: Authorization to Enter into a CAP Loan Agreement and Authorize City Manager to Sign Promissory Note for Capital Improvements (Water Storage Tank)

REQUEST:
The Grants & Projects Administrator requests City Council authorization to enter into a Capital Improvements Revolving Loan Program (CAP) agreement with the Mississippi Development Authority (MDA) and authorization for the City Manager to execute the promissory note for the purpose of constructing a water storage tank. The principal amount of the loan will not exceed $736,500.

BACKGROUND:
These CAP Loan funds are to be combined with funds from a $350,000 DIP grant and a pledge from the City's enterprise utility revenues. The project will construct a water storage tank to support expansions at B & D Plastics and the surrounding area.

RECOMMENDATION:
City staff recommends that City Council authorize entering into a Capital Improvements Revolving Loan Program (CAP) agreement with the Mississippi Development Authority (MDA) and authorize the City Manager to execute the promissory note for the purpose of constructing a water storage tank.

The City Council may:

1. Authorize and approve entering into a CAP loan agreement and executing the promissory note as presented; or
2. Not approve entering into the CAP loan agreement and executing the promissory note as presented.

ATTACHMENT(S):

1. CAP Loan Award Letter
2. CAP Loan Terms Letter
3. CAP Loan Promissory Note and Agreement

MISSISSIPPI DEVELOPMENT AUTHORITY
CAPITAL IMPROVEMENTS LOAN PROGRAM

PROMISSORY NOTE #17-192-CP-01

June 30, 2017 Not to exceed $736,500

FOR VALUE RECEIVED, the undersigned (the "Borrower") promises to pay to the order of the Mississippi Development Authority ("MDA") or its assigns, the principal sum not to exceed Seven Hundred Thirty-Six Thousand, Five Hundred Dollars ($736,500), together with interest on the unpaid balance thereof until fully and finally paid at the rate of two percent (2%) per annum, together with all other amounts payable by the Borrower under the Agreement (as herein after defined).

This Note has been executed under and pursuant to a Loan Agreement dated as of the date hereof between MDA and the Borrower (the "Agreement") which agreement is incorporated herein in its entirety by reference. This Note is issued to evidence the obligation of the Borrower under the Agreement to repay the Loan (as defined in the Agreement) made by MDA hereunder. The Agreement provides provisions for prepayment of this Note. In the event that the terms of this Note conflict with the terms of the Agreement, the terms of the Agreement shall control.

As provided in the Agreement and subject to the provisions thereof, payments hereon are to be made to MDA at the address specified in the Agreement and on the dates and in the amounts as specified in the Agreement.

If payment hereunder becomes due and payable on a Saturday, Sunday or legal holiday under the laws of the State of Mississippi, the due date thereof shall be extended to the next succeeding business day. Upon the occurrence of an event of default under the Agreement, the entire amount outstanding under this Note may be declared due and payable as provided in the Agreement. Upon such declaration, the Borrower shall pay all costs, disbursements, expenses and reasonable attorney's fees of MDA in seeking to enforce their rights under the Agreement and this Note.

The Borrower (a) waives diligence, demand, and presentment for payment, notice of non-payment, protest and notice of protest and notice of nay renewals of extensions of this Note and (b) agrees that the time for payment of this Note may be extended at the sole discretion of MDA without impairing its liability hereon. Any delay on the part of MDA in exercising any right here under shall not operate as a waiver of any such right, and any waiver granted with respect to one (1) default shall not operate as a waiver in the event of any subsequent or continuing default.

This Note must be signed and attested by duly authorized officers of the Borrower and sealed with the seal of the Borrower.

This Note shall be governed and construed in accordance with the laws of the State of Mississippi.

IN WITNESS WHEREOF, the undersigned has caused this Note to be executed in its name all as of the day and year first above written.

(S E A L) **City of Gautier**

Attest

_____ By _____

Title _____ Title _____

MISSISSIPPI DEVELOPMENT AUTHORITY
CAPITAL IMPROVEMENTS LOAN PROGRAM

LOAN AGREEMENT #17-192-CP-01

THIS LOAN AGREEMENT, dated as of June 30, 2017 (this "Agreement") by and between the Mississippi Development Authority ("MDA") and the entity set forth in Item 1 of Annex A (the "Applicant").

WITNESSETH:

WHEREAS, the Mississippi Capital Improvements Act, Section 57-1-301 (the "Act"), was enacted and authorized MDA to make interest-bearing loans to local entities for capital improvements: and

WHEREAS, the Applicant has agreed to retain title to the capital improvements and has requested MDA to finance a portion of the cost associated with the development of these improvements, more particularly described in Item 2 of Annex A (the "Project"); and

WHEREAS, pursuant to the Act and the guidelines adopted by MDA under the Act (the "Guidelines"), the Applicant has filed an application (the "Application") with MDA for a loan to be used for the development of the Project, more particularly described in Item 2 of Annex A (the "Project"); and

WHEREAS, based upon the Application and other relevant factors, MDA has agreed to provide the Applicant with a loan under the ACT in the amount set forth in Item 3 of Annex A (the"Loan") under the terms and conditions set forth in Item 4 of Annex A, in order to fund, in part, and develop the Project by the Applicant; and

WHEREAS, to secure the payment of the Loan, the Applicant has authorized, executed, and delivered the Note (as hereinafter defined) to MDA.

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS, THIS LOAN AGREEMENT WITNESSETH:

That the parties hereto, intending to be legally bound hereby and in consideration of the mutual covenants hereinafter contained, do hereby agree as follows:

SECTION 1. ***Loan.*** Subject to and upon the terms and conditions set forth herein, MDA agrees to make the Loan to the Applicant and the Applicant agrees to borrow the proceeds of the Loan from MDA. The Loan will be evidenced by a promissory note payable to the order of MDA and dated as of the date hereof in substantially the form attached hereto as Exhibit A attached hereto (the "Note"), which Note shall bear interest at the rate or rates per annum set forth in Item 4 of Annex A and as shown on the face of the Note. Subject to the provisions of this Agreement, the Act, the application, and the Guidelines, and upon execution of this Agreement, the Note and any other documents required by MDA to secure the Applicant's repayment of the Loan, MDA shall pay the proceeds of the Loan unto the Applicant in order to finance, in part, the Project. The Applicant can submit only one request for cash per month to MDA, and the total amount of requested funds for the project cannot exceed the maximum loan amount. The amount of the request can only be for eligible costs on a current cash needs basis. All loan funds must be expended within two years from the date of the loan or the funds shall be recalled unless prior written approval is obtained from MDA.

SECTION 2. ***Loan Payments and the Note.*** All payments payable by the Applicant under this agreement and the Note (the "Loan Payments") are due and payable at the times and in the amounts set forth in Item 4 of Annex A. MDA directs the Applicant, and the Applicant agrees to pay to MDA, at the address set forth in Section 9 below, all payments payable by the Applicant pursuant to this Agreement.

Failure of the Applicant to meet its repayment obligations shall result in the forfeiture of sales tax allocation and/or homestead exemption reimbursement in an amount sufficient to repay obligations due pursuant to Section 57-1-303(3) of the Act.

The Applicant shall execute the Note to evidence its obligation to make the Loan Payments and other sums payable by the Applicant hereunder.

It is understood and agreed that all Loan Payments by the Applicant under this Agreement and the Note shall be absolute and unconditional and shall not be subject to any defense (other than payment) or any right of set-off, counterclaim or recoupment arising out of any breach by MDA, or the State of any obligation to the Applicant, whether hereunder or otherwise, or out of any indebtedness or liability at anytime owing to the Applicant by MDA or the State.

The Applicant may, at its option, at any time and from time to time prepay the Loan without premium or penalty.

SECTION 3. ***Representations of MDA.*** MDA makes the following representations as the basis for the undertakings on the part of the Applicant herein contained.

(a) MDA is an agency of the State and is authorized pursuant to the provisions of the Act and the Guidelines to enter into the transactions contemplated by this Agreement.

(b) MDA has full power and authority to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.

(c) MDA is not in default under any provision of the laws of the State material to the performance of its obligations under this Agreement.

(d) MDA has been duly authorized to execute and deliver this Agreement and by proper action has duly authorized the execution and delivery hereof and as to MDA, this Agreement is valid and legally binding and enforceable in accordance with its terms, except to the extent that the enforceability thereof may limited (1) by bankruptcy, reorganization, or similar laws limiting enforceability of creditor's rights generally or (2) by the availability of any discretionary equitable remedies.

(e) The Loan for the activity or activities described in Annex A Item 2 to the Applicant, as provided by this Agreement, will further the purposes of the Act, to wit: to assist local entities in the providing of capital improvements.

SECTION 4. ***Representations of the Applicant.*** The Applicant makes the following representations as the basis for the Loan and the undertakings on the part of MDA herein contained:

(a) The Applicant has all necessary power and authority to enter into and perform its duties under this Agreement and the Note and, when adopted or when executed and delivered by the respective parties hereto and thereto, this Agreement and the Note, will constitute legal, valid and binding obligations of the Applicant enforceable in accordance with their respective terms except to the extent that the enforceability of the rights set forth herein and therein may be limited by bankruptcy, reorganization, insolvency, moratorium, or other laws affecting creditor's rights generally and except to the extent that the enforceability of the rights set forth herein and therein may be limited by the validity of any particular remedy. The execution and delivery of this Agreement and the Note and compliance with the provisions of each will not conflict with, or constitute a breach of or default under, the Applicant's duties under any law, administrative regulation, court decree, resolution, charter, by-laws, or other agreement to which the Applicant is subject or by which it is bound.

(b) There is no consent, approval, authorization or other order of, filing with, or certification from any regulatory authority having jurisdiction over the Applicant required for the execution and delivery or the consummation by the Applicant of any of the transactions contemplated by this Agreement and the Note that have not already been obtained.

(c) There is no action, suit, proceeding, or investigation at law or in equity before or by any court, governmental agency or body pending or, to the best knowledge of the Applicant, after reasonable investigation and due inquiry, threatened against the Applicant to refrain or enjoin the execution or delivery of the Note, or the making of the Loan Payments contemplated by this Agreement and the Note, or in any way contesting or affecting the validity of this Agreement and the Note, or contesting the powers of the Applicant to adopt, enter into or perform its obligations under any of the foregoing or materially and adversely affecting the properties or conditions (financial or otherwise) or existence or powers of the Applicant.

(d) It shall comply with the terms and provisions of this Agreement, the Note, the Act, and the Guidelines.

(e) It is not in default under any previous loans from MDA, the State, or the Federal government.

(f) All information furnished by the Applicant to MDA for the purpose of approving the Loan, but not limited to, the Application, is true, accurate, and complete as of the date hereof and thereof.

(g) The Loan is being made to finance the Project and will not be used for any other purpose.

SECTION 5. ***Covenants of the Applicant.*** The Applicant covenants and agrees, until the Loan is repaid and satisfied in full according to the terms of this Agreement, as follows:

(a) The Applicant will retain title, maintain, preserve, keep the Project in good working order, and condition. For water and wastewater improvements, the Applicant must have established a reserve fund prior to loan closing and the fund should have the equivalent of one year maintenance cost at the end of the first year. For improvements in fire protection, the Applicant must meet the National Fire Protection Association (NFPA) standards in the 1990 series.

(b) The Applicant shall not, without the prior written consent of MDA, create, assume, or otherwise suffer to exist, any mortgage, pledge, or other encumbrance upon the Project.

(c) The Applicant shall promptly give to MDA written notice of any event of default as specified in Section 9 hereof or any event that, upon lapse of time or notice or both, would become an event of default.

(d) **Application of the Mississippi Employment Protection Act of 2008.** All grantees, recipients, contractors and companies known here after as "Contractor (Company)" entering into contracts with the **Mississippi Development Authority represents and warrants that it will ensure compliance with the Mississippi Employment Protection Act** (Senate Bill 2988 of the 2008 Regular Session of the Mississippi Legislature) and will register and participate in the status verification system of all newly hired employees. 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. Contractor (Company) agrees to maintain such compliance and, upon request of the State, to provide copy of each such verification to the State. Contractor (Company) further represents and warrants that any person assigned to perform services hereunder meet the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor (Company) understands and agrees that any breach of these warranties may subject Contractor (Company) to the following: (a) termination of this Agreement 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, or (b) the loss of any license, permit, certification or other document granted to Contractor (Company) by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor (Company) would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

SECTION 6. ***Defaults and Remedies.*** The following shall be "events of default" under this Agreement, and the terms "event of default" or "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

(a) Failure by the Applicant to pay or cause to be paid when due any payments required to be paid under Section 2 hereof and the Note;

(b) Failure by the Applicant to observe and perform in any material way, any covenant, conditions or agreement on its part to be observed or performed as set forth herein, which failure shall not be cured to the satisfaction of MDA within the earlier of ten (10) days after actual knowledge thereof by the Applicant or written notice, specifying such failure and requesting that it be remedied, is given to the Applicant by MDA;

(c) Any written representation or written warranty made by the Applicant in or with respect to this Agreement shall prove to have been false in any material respect at the time of execution by the Applicant of this Agreement;

(d) The Applicant shall commence a voluntary case or other proceeding in bankruptcy or seeking liquidation, reorganization, arrangement, readjustment of its debts or for any other relief under the federal bankruptcy laws, as amended, or under any other insolvency act or law, state or federal, now or hereafter existing or shall take any other action indicating its consent to, approval of, or acquiesce in any such case or proceedings, and said proceeding is not dismissed within thirty (30) days after the commencement thereof; the Applicant shall apply for, or consent to or acquiesce in the appointment of a receiver, liquidator, custodian, sequestrator or a trustee for all or a substantial part of its property; the Applicant shall make an assignment for the benefit of its creditors; or the Applicant shall fail. Or shall admit in writing its failure to pay its debts generally as such debts become due;

(e) There shall be filed against the Applicant an involuntary petition in bankruptcy or seeking liquidation, reorganization, arrangement, readjustment of its debts or any other relief under the federal bankruptcy laws, as amended, or under any other insolvency act or law, state or federal, now or hereafter existing and such petition is not set aside within thirty (30) days after such filing; or a receiver, liquidator, custodian, sequestrator or trustee of the Applicant for all or a substantial part of its property shall be appointed without the consent or approval of the Applicant or a warrant of attachment execution or similar process against any substantial part of the property of the Applicant is issued; and continuance of any such events for thirty (30) days un-dismissed or un-discharged or within such thirty (30) days, the entering of an order for relief under the United States Bankruptcy Code; or

(f) There is a material adverse change in the financial condition of the Applicant which would, in the opinion of MDA endanger MDA's ability to collect the Loan.

Whenever an event of default shall have occurred and be continuing, MDA may at any time thereafter, at their option, declare the Loan to be due and payable, whereupon the maturity of the then unpaid balance of the loan shall be accelerated and the same shall forthwith become due and payable without presentment, demand, protest, or notice of any kind, all of which are hereby expressly waived, anything contained herein or in the Note to the contrary notwithstanding, and MDA may take any action at law or in equity to enforce this Agreement to collect payments then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Applicant under this Agreement or the Note. No remedy conferred upon or reserved to MDA by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statue. No delay or omission or exercise any right or power occurring upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. If the Applicant shall default under any of the provisions of this Agreement and MDA shall employ attorneys or incur other expenses for collection of the Loan Payments or for the enforcement or performance or observance of any obligation or agreement on the part of the Applicant contained in this Agreement or the note, the Applicant, will on demand therefore pay the reasonable fees and expenses of MDA and its attorneys as they are incurred included all fees of counsel incurred for negotiation, trail, appeals or ruling of any lower tribunals, administrative hearings, bankruptcy and creditors' reorganization proceedings.

(g) All cost and disbursements must be in accordance with the loan agreement and the Mississippi Capital Improvements Act § 57-1-301 et *seq.* for eligible cost. If any cost or disbursements are ineligible, the Applicant is in default and must reimburse the MDA for the ineligible cost and any accrued interest.

SECTION 7. ***Compliance with Environmental Laws.*** The Applicant shall cause all business, operations, and activities at or upon the Project at all times during the term of this Agreement to be conducted in compliance with all applicable federal, state, or local laws, ordinances, rules or regulations concerning public health, safety or the environment. These include, but are not limited to, the following:

(a) The Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. § 9601 *et seq.*;

(b) The Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901 *et.seq.*;

(c) The Clean Water Act, as amended, 33 U.S.C. §1251 *et.seq.*;

(d) The Safe Drinking Water Act, as amended, 42 U.S.C.§ 300 (f) *et seq.*;

(e) The Toxic Substances Control Act, as amended, 15 U.S.C. § 2601 *et seq.*;

(f) The Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*;

(g) The Emergency Planning and Community Right-to-Know Act of 1986, as amended, 42 U.S.C. § 11001 *et seq.*;

(h) The Occupational Health and Safety Act, as amended, 29 U.S.C. § 651 *et seq.;*

(i) The Mississippi Air and Water Pollution Control Law, as amended, Miss. Code Ann. § 49-17-1 *et seq.*;

(j) The Mississippi Solid Waste Disposal Law of 1974, as amended, Miss. Code Ann. § 17-17-1 *et seq.*;

(k) The Mississippi Underground Storage Tank Act of 1988, as amended, Miss. Code, Ann. § 49-17-401 *et seq.*; and

(l) The Mississippi Conservation of Groundwater Law, as amended, Miss. Code Ann. § 54-4-1 *et seq.*

(m) Antiquities Law of Mississippi, as amended, Miss. Code Ann. § 39-7-1 *et seq.*

SECTION 8. Notice Addresses. All notices given pursuant to this agreement shall be in writing signed by the party giving the notice and shall be given by (a) certified mail, postage prepaid, (b) prepaid overnight delivery, (c) hand delivery. For the purposes of this Agreement, notices shall be sent to the parties at the addresses set forth in Item 6 of Annex A hereto or to such other addresses that the parties may designate in writing.

SECTION 9. ***Miscellaneous.***

(a) The paragraph headings in this Agreement are for convenience only and are not intended to limit or interpret the provisions of the Agreement.

(b) All Annexes and Exhibits which are referred in this Agreement are made a part of and are incorporated into this Agreement.

(c) This Agreement shall be governed as to validity, construction and performance by the laws of the State of Mississippi.

(d) This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one in the same instrument.

(e) No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

(f) If any clause, provision or section of this Agreement is held to be illegal or invalid by any court, the invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections hereof and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein.

(g) The economic benefit to Applicant must be stated in any lease agreement with a business.

(h) Before releasing any CAP funds, the local entity shall provide title insurance on all real property acquisitions or title opinion on all other projects from the local entity's attorney.

(i) The local entity must place a sign in accordance to the Policy Statement. The local entity shall be responsible for the cost of the sign. CAP funds cannot be used to pay for the sign.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written on the cover page hereof.

MISSISSIPPI DEVELOPMENT AUTHORITY

Attest

_____
Tim Mood, Bureau Manager
Community Services Division

By _____
James T. McCarthy
Chief Financial Officer

(S E A L)

City of Gautier

Attest

_____

Title _____

By _____
Gordon Gollott
Mayor

I HEREBY CERTIFY that I have reviewed all necessary documentation pursuant to this Agreement and the Note, and that the Applicant is legally empowered to execute the documents and enter into said Capital Improvements Revolving Loan with MDA.

_____
Applicant's Attorney

Annex A
To
Loan Agreement

Item 1 Name of Applicant:

City of Gautier
Loan #17-192-CP-01

Item 2 Description of Project:

Construction of a water storage tank.

Item 3 Loan Amount:

Note: Not to exceed Seven Hundred Thirty-Six Thousand, Five Hundred Dollars ($736,500)

Item 4 Loan Terms and Conditions:

Estimated Payment: $3,725.83 monthly

The terms of the Note shall be for 240 months following the completion of the capital improvements at two percent (2%) annual interest computed daily. Payments shall be made as referenced above; however, interest will be adjusted to reflect the actual dates of disbursement. The payments will begin 30 days after the completion date of the project. All Loan funds must be expended within two years (1) from the date of the Loan or the funds shall be recalled unless prior written approval is obtained from MDA.

Item 5 All funds must be disbursed by June 30, 2019

Item 6 Address Notice:

Mississippi Development Authority
501 North West Street, 5th Floor
Post Office Box 849
Jackson, Mississippi 39205
Attention: Community Services

PHIL BRYANT
GOVERNOR

July 11, 2017

Honorable Gordon Gollott
Mayor
City of Gautier
3330 Highway 90
Gautier, Mississippi 39553

Dear Mayor Gollott:

The state of Mississippi is pleased to inform you the city of Gautier's application for a loan through the Capital Improvements Revolving Loan Program in the amount of $736,500 has been approved by the Mississippi Development Authority. The loan will have an interest rate of 2 percent for a term of 20 years. The effective date of this award is July 11, 2017.

This application for funding demonstrates the city of Starkville's commitment to addressing the needs of the local community. I commend you for identifying this need to improve the quality of life for those in your community.

Tim Mood, bureau manager of MDA's Community Services Division, will contact you regarding the promissory note and loan agreement. If you have any questions, you may contact him at (601) 359-5756 or via e-mail at tmood@mississippi.org.

Sincerely,

Phil Bryant
Governor

PB:TM:lh

STATE OF MISSISSIPPI • OFFICE OF THE GOVERNOR
POST OFFICE BOX 139 • JACKSON, MISSISSIPPI 39205 • TELEPHONE: (601) 359-3150 • FAX: (601) 359-3741 • www.governorbryant.com

STATE OF MISSISSIPPI
PHIL BRYANT, GOVERNOR
MISSISSIPPI DEVELOPMENT AUTHORITY
GLENN MCCULLOUGH, JR.
EXECUTIVE DIRECTOR

July 11, 2017

Honorable Gordon Gollott
Mayor
City of Gautier
330 Highway 90
Gautier, Mississippi 39553

Dear Mayor Gollett:

SUBJECT: CAP Loan – City of Gautier
Contract Number – 17-192-CP-01

I am pleased to notify you that two (2) copies of the loan agreement and promissory note for your approved Capital Improvements Revolving Loan (CAP) project are enclosed. Please read the documents carefully, then sign both copies, keep one for your files, and return the other one to this office no later than August 1, 2017.

Please mail to: **Mississippi Development Authority, Attention: Community Services Division, Post Office Box 849, Jackson, MS 39205.** A Request for Cash Form can be downloaded in excel format from www.misisippi.org. Enclosed is a copy of the CAP Project Sign. CAP funds cannot be utilized for Project Signs.

Congratulations on receiving this CAP loan to carry out this community development program to improve the quality of life in the City of Gautier. If you have any questions, please call Lisa Kuiper at (601) 359-2498.

Sincerely,

Tim Mood
Bureau Manager
Community Services Division

TM:lk

Enclosures

POST OFFICE BOX 849 • JACKSON, MISSISSIPPI 39205-0849
TELEPHONE (601) 359-3449 • FAX (601) 359-2832 • www.mississippi.org

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

ORDER NUMBER 165-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1, 2, & 4 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 **Councilman Vaughan** seconded by **Councilwoman Martin** and the following vote was recorded:

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

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 15, 2017.

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

RESOLUTION NUMBER 027-2017

AGREEMENT BETWEEN JACKSON COUNTY, MISSISSIPPI

AND CITY OF GAUTIER, MISSISSIPPI

REGARDING REIMBURSEMENT FOR DRAINAGE WORK

WHEREAS, the City of Gautier has requested funds from Jackson County for a certain drainage project within the City of Gautier which affects the public roads and streets; and

WHEREAS, pursuant to MISS. CODE ANN. § 65-7-85, counties are vested, "within their discretion, with full authority to expend monies and to do, within any municipalities of the county all acts regarding construction and maintenance of roads and streets that they may do within the county outside the limits of said municipalities[;]" and

WHEREAS, the authority granted under Section 65-7-85 is "additional and cumulative to all existing authority for the expenditure of county funds within municipalities"; and

WHEREAS, Jackson County desires to provide the assistance requested and the City of Gautier desires and agrees to said assistance.

THEREFORE, Jackson County, Mississippi, through its Board of Supervisors, and the City of Gautier, through its Council, hereby agree that Jackson County will provide funds, by way of reimbursement, in the amount of $89,500.00 for engineering/design and permitting costs, and $103,187.00 toward construction costs, for a total of $192,537.00 toward the proposed drainage project, for which the City of Gautier has also obtained funds through a federal grant with the Natural Resources Conservation Service. The City of Gautier hereby agrees to spend all said funds from Jackson County on said NRCS drainage project.

The signatories hereto represent that they have been granted the authority, through their respective governing boards, to execute this Agreement on behalf of the governing authorities for which they sign.

Agreed, this the **15th** day of **August** 2017.

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

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

NAYS: **None**

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 15, 2017.

ATTEST:

JACKSON COUNTY, MISSISSIPPI

By: _____

_____
JOSH ELDRIDGE
Clerk of the Board

J. TROY ROSS
President, Jackson County Board
Of Supervisors

ATTEST:

CITY OF GAUTIER

_____
CYNTHIA RUSSELL
City Clerk

_____
PHIL TORJUSEN
Mayor, City of Gautier

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

ORDER NUMBER 166-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Privilege License Report for July 2017 is hereby received.

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

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

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

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting August 15, 2017.

City of Gautier
Business Registry
July 2017

ACCOUNT#	LICENSE #	BUSINESS NAME/OWNER	AMOUNT	
******296	2018-02-0005520	Sims Landscaping & Painting	$22.80	
651	2018-07-0005521	Canine Clips	$20.00	
649	2018-07-0005522	Batson & Brown Inc	$30.00	
*1437	2018-07-0005523	Slater's Tax & Consulting LLC	$20.00	
******481	2014-05-0005524	Shell Landing Golf Course	$45.00	
******481	2014-05-0005525	Shell Landing Golf Course	($45.00)	(Payment Voided)
******481	2014-05-0005526	Shell Landing Golf Course	$225.00	
******481	2018-05-0005527	Shell Landing Golf Course	$45.00	
*1438	2018-07-0005528	El Tapatio Mexican Resturant Inc	$45.00	
*1438	2018-07-0005529	Gautier Trendy Fashions	$20.00	
1084	2018-07-0005530	Tiki Restaurant Lounge	$51.00	
******502	2018-07-0005531	Economy Boots	$22.20	
377	2018-06-0005532	HMS Inc	$20.00	
653	2018-08-0005533	College Villa Apartments	$20.00	
****1440	2017-00-0005534	Vivint Dba Smart Home Pros	$250.00	
******982	2015-05-0005535	Lil Short Stop	$58.80	
******982	2018-05-0005536	Lil Short Stop	$44.40	
1329	2018-08-0005537	World Acceptace Corp	$20.00	
1003	2018-07-0005538	AD2 Inc	$20.00	
******533	2017-09-0005539	Gautier Automotive	$23.80	
533	2018-09-0005540	Gautier Automotive	$20.00	
1002	2018-07-0005541	Stuart's Spicey Business	$20.00	
*1441	2018-07-0005542	Mckinney Enterprise Connect All	$20.00	
924	2018-07-0005543	Furlan's Marine	$20.00	
1330	2018-07-0005544	Circle K Stores	$95.00	
652	2018-07-0005545	Casual Cuts	$20.00	
*****1374	Closed	Everything Plus the Cake	Closed	
1227	2018-08-0005546	Gregg's Affordable Auto Glass	$20.00	
		TOTAL	**$1,173.00**	

*	New Business	4
**	Slot Amusement	0
***	Due Refund	0
****	Transient Vendor	1
*****	Closed Business	1
******	Delinquent Renewals Issued	9

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

ORDER NUMBER 167-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the warranty deed (72,214 sq. foot of land) in the amount of $49,800.00, improvements in the amount of $1,800.00, damages in the amount of $500.00 and an administrative adjustment in the amount of $4,450.00 to Pringle and Roemer, PLLC Trust Account for J.B. Morgan, Jr. and Sandra Morgan for the Martin Bluff Widening Project STP-9194-00(001) LPA/105069-801000 is hereby approved and authorized for payment.

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

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

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

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 15, 2017.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 08/10/2017
Subject: Approval and authorization to pay warranty deed (72,214 sq. foot of land), improvements, damages and administrative adjustment totaling $56,550.00 to Pringle and Roemer, PLLC Trust Account for J.B. Morgan, Jr. and Sandra Morgan for the Martin Bluff Road Widening Project STP-9194-00(001) LPA/105069-801000.

REQUEST:
The Executive Department requests that City Council approve and authorize payment for a warranty deed (72,214 square feet of land), improvements, damages and an administrative adjustment totaling $56,550.00 to Pringle and Roemer, PLLC Trust Account for J.B. Morgan, Jr. and Sandra Morgan for the Martin Bluff Road Widening Project STP-9194-00(001) LPA/105069-801000.

BACKGROUND:
This project is intended to provide improved traffic operations and safety on Martin Bluff Road. The project limits are between Gautier-Vancleave Road and the Service Road north of Interstate 10. This project is now in the right-of-way acquisition phase.

DISCUSSION:
This cost covers the warranty deed for the property ($49,800); improvements including metal poles, fencing and asphalt drive ($1,800); damages involving a gate ($500); and an administrative adjustment previously approved by City Council involving a boundary fence in the proposed right-of-way that serves as a deterrent for trespassing along Martin Bluff Road ($4,450).

RECOMMENDATION:
The Executive Department recommends that City Council approve the warranty deed totaling $49,800, improvements totaling $1,800, damages totaling $500, and an administrative adjustment totaling $4,450 for the Martin Bluff Road Widening Project.

The City Council may:
1) Approve the warranty deed totaling $49,800, improvements totaling $1,800, damages totaling $500, and an administrative adjustment totaling $4,450 for the Martin Bluff Road Widening Project; or
2) Not Approve the warranty deed totaling $49,800, improvements totaling $1,800, damages totaling $500, and an administrative adjustment totaling $4,450 for the Martin Bluff Road Widening Project

ATTACHMENTS:

1. Right of Way Invoice

City of Gautier, Mississippi

Date August 3, 2017 **INVOICE - RIGHT OF WAY** P.O. Number 941/

State
Vendor No. V000167376-1 Customer Acct. No.

Payee Pringle and Roemer, PLLC Trust Account
for J.B. Morgan, Jr., & Sandra B. Morgan

Mortgagee N/A

Address P.O. Box 211
Biloxi, MS 39533

Acquired By:		Nature of Title	
Agreement	X	Fee Simple	X
Settlement		Perm. Ease	
Condemnation		Temp. Ease	
Special Circuit		D.E.	
Supreme		84-01 Acquisition	
TIN NO.	64-0850856		

Project No.	County	File No.
STP-9194-00(001) LPA/105069-801000	Jackson	Parcel: 052-00-00-W J.B. Morgan, Jr., & Sandra B. Morgan

Description	Amount
Warranty Deed - *72,214 sq ft of land*	$ 49,800.00
Improvements - *Metal Poles, Fencing Cable, Asphalt Drive*	$ 1,800.00
Damages - *Gate*	$ 500.00
Administrative Adjustment, Damages - *Cost to Cure Boundary Fencing*	$ 4,450.00
IRS W-9 Form signed 08-02-17	
Martin Bluff Road Widening Project	
TOTAL INVOICE	**$ 56,550.00**

Recommended For Payment	Approved	Paid By
Acquisition Agent, Mark Dye	Paula Yancey, City Manager	Warrant No.
		Req. No.
Signature	Signature	Date

OCA	Object Level 3	User Code 1 (Function)	User Code 2 (Part. Code)	Project/Detail Property ID Maint. Sec.	Amount	Parcel No.	Acres
46720	3120	124	1	STP-9194-00(001)	$ 49,800.00	052-00-00-W	1.66
46720	3150	124	1	STP-9194-00(001)	$ 1,800.00	052-00-00-W	
46720	3180	124	1	STP-9194-00(001)	$ 500.00	052-00-00-W	
46720	3180	124	1	STP-9194-00(001)	$ 4,450.00	052-00-00-W	

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

ORDER NUMBER 168-2017

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 August 1, 2017 and Budget Meeting held August 8, 2017 are hereby approved with the following changes to August 8, 2017 minutes:

Pg.15 – Councilman Vaughan made the motion to recess until August 15, 2017 at 6:30pm.

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

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

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

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 15, 2017.

Councilwoman Martin made the motion to recess until August 22, 2017 at 6:00pm.

Councilman Jackson seconded the motion and the vote unanimously carried.

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 September 19, 2017.

Tuesday
August 22, 2017
Gautier, Mississippi

BE IT REMEMBERED THAT A BUDGET MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held August 22, 2017 at 6:00 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier, Mississippi.

Those present were Mayor Phil Torjusen, Council Members, Mary Martin, Richard Jackson, Casey Vaughan, Rusty Anderson, and Adam Colledge. Also present were Paula Yancey, City Manager; Cindy Russell, City Clerk; and Josh Danos, City Attorney and other concerned citizens. Absent was Councilman George.

AGENDA
BUDGET MEETING
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
August 22, 2017 @ 6:00 PM

I. Call to Order

1. **Prayer**

2. **Pledge of Allegiance**

II. Agenda Order Approval

III. Business Agenda

1. **Creation of a Public Defender Position and Amendment of Schedule of Authorized Positions.**

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

2. **Appointment of Public Defender**

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

3. **NRCS Emergency Watershed Protection Program Grant Agreement and Necessary Documents**

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

4. Discuss FY 2018 Budget.

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

IV. Consent Agenda (None)

V. Study Agenda (None)

Recess until August 31, 2017 @6:00 PM
www.gautier-ms.gov

Councilwoman Martin made a motion to approve the agenda order.

Councilman Colledge seconded the motion and the vote carried unanimously.

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

ORDER NUMBER 169-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that creation of a part time position of Public Defender, is hereby approved.

IT IS FURTHER ORDERED that the schedule of authorized positions is amended accordingly.

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

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

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

NAYS: **None**

ABSENT: **Cameron George**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 22, 2017.

CITY OF GAUTIER
MEMORANDUM

To: City Council

From: Josh Danos, City Attorney

Date: August 16, 2017

Subject: Creation of a Public Defender Position and Amendment of Schedule of Authorized Positions

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REQUEST:
The City Attorney requests City Council authorization for the City of Gautier to create a part time Public Defender position, and amend the schedule of positions accordingly.

BACKGROUND:
The Supreme Court of Mississippi recently amended the Mississippi Rules of Criminal Procedure. One of the major changes requires a public defender for any indigent defendant who faces potential jail time.

As such, I respectfully request that you create the position of Public Defender as a part time employee position, and amend the schedule of authorized positions accordingly.

RECOMMENDATION:
The City Attorney recommends approval of this request.

ATTACHMENT(S):
1) Public Defender Job Description,
2) Amended Schedule of Authorized Positions; and
3) Organization Chart.

PUBLIC DEFENDER

Department:	Executive Department	**Pay Grade:**	Set by Council
Reports To:	City Council	**Exempt (Y/N):**	Y
Competitive (Y/N):	N		

SUMMARY:

The Public Defender is an attorney licensed in the State of Mississippi who shall be appointed by the City Council to represent indigent defendants in any municipal criminal proceeding which may result in punishment by loss of liberty, in any other criminal proceeding in which the court concludes that the interests of justice require, or as required by law.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

The Public Defender must perform all tasks necessary to provide advice and a competent defense to the indigent defendants he or she is appointed to represent.

MINIMUM REQUIRED EDUCATION AND EXPERIENCE:

The Public Defender must have a Juris Doctor Degree from an institution approved by the American Bar Association, and be licensed to practice law in the State of Mississippi.

Approved by City Council 08/22/17	Pay Scale	Pay Grade	Number of Full-Time Authorized Positions	Number of Part-Time Authorized Positions	Number of Reserve Authorized Positions (Not Paid)
JUDICIAL DEPARTMENT					
City Judge	N/A	N/A		1	
Public Defender	N/A	N/A		1	
Total Funded				**2**	
Total Non-Funded					
EXECUTIVE DEPARTMENT					
City Manager	N/A	N/A	1		
Executive Asst./Grants Asst.	2080	13	1		
Grants and Project Administrator	2080	16	1		
Economic Developer			Unfunded (1)		
Parks and Facilities Division					
Parks and Facilities Manager	2080	14	1		
Parks Supervisor	2080	12	1		
Grounds and Maintenance Oper.	2080	7	2		
Student Laborer	N/A	N/A		1	
Park Attendant	N/A	N/A		4	
Community Activities Division					
Community Activities Manager	2080	14	1		
Recreation Coordinator	2080	10	1		
Total Funded			**9**	**5**	
Total Non-Funded			**1**		
FINANCE DEPARTMENT					
Comptroller	2080	21	1		
Finance Support Specialist	2080	14	1		
Accounting Generalist	2080	11	1		

Total Funded			**3**
Total Non-Funded			
HUMAN RESOURCES DEPARTMENT			
Director	2080	21	1
HR Generalist	2080	10	1
Maintenance Division			
Mechanic	2080	12	2
Multi-Craft Maintenance Worker	2080	12	1
Custodian	2080	7	1
Total Funded			**6**
Total Non-Funded			
CITY CLERK DEPARTMENT			
City Clerk	2080	21	1
Deputy City Clerk	2080	15	1
Purchasing Agent	2080	12	1
Administrative Clerk	2080	8	1
Court Division			
Court Clerk	2080	13	1
Deputy Court Clerk	2080	9	1
Total Funded			**6**
Total Non-Funded			
PLANNING DEPARTMENT			
Director/Building Official	2080	21	1
Administrative Clerk	2080	8	2
Building and Code Inspector	2080	13	1
Animal Control/Code Enf. Officer	2080	9	1

Total Funded			**5**		
Total Non-Funded					
POLICE DEPARTMENT					
Police Chief	2080	22	1		
Administrative Assistant IV	2080	12	1		
Captain	2080	15	3		
CID					
Detective Lieutenant	2080	14	1		
Detective Sergeant	2080	13	1		
Detective	2080	12	2		
Detective	2080	12	Unfunded (1)		
FBI Task Force Officer	2080	12	1		
Narcotics Officer	2080	12	1		
Crime Prevention Officer	2080	12	1		
Records Clerk	2080	8	1		
Patrol					
Patrol Lieutenant	2184	11	4		
Patrol Sergeant	2184	10S	4		
Patrol Officer	2184	9 or 10*	15		
Dispatcher/TAC Officer	2080	11	1		
Dispatcher	2184	7 or 8	8		
Traffic					
Traffic Sergeant	2184	10S	1		
K9 Officer	2080	10	1		
Traffic Officer	2184	10	3		
Traffic Officer	2184	10	Unfunded (1)		
School Crossing Guard	N/A	N/A		4	
Reserve Officer	N/A	N/A			21

Total Funded			**50**	**4**	**21**
Total Non-Funded			**2**		

** Probationary Officer/Grade 9*
Certified Officer/Grade 10

FIRE DEPARTMENT				
Fire Chief	2080	22	1	
Deputy Fire Chief/Fire Marshall	2080	20	1	
Administrative Assistant I	2080	9	1	
Fire Captain	2496	12	3	
Fire Lieutenant	2496	11	9	
Firefighter	2496	9 or 10*	24	
Part Time Firefighter	N/A	N/A		3
Total Funded			**39**	**3**
Total Non-Funded				

**Probationary Firefighter/Grade 9*
Certified Firefighter/Grade 10

Summary of Authorized Positions	**Full Time**	**Part Time**	**Reserve Positions**
Judicial: Funded		2	
Executive Dept: Funded	9	5	
Executive Dept: Unfunded	1		
Finance Dept: Funded	3		
Human Resources Dept: Funded	6		
City Clerk Dept: Funded	6		
Planning Dept: Funded	5		
Police Department: Funded	50	4	21
Police Department: Unfunded	2		
Fire Dept: Funded	39	3	
TOTAL	**118**	**14**	**21**
TOTAL UNFUNDED	**3**		

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

ORDER NUMBER 170-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, ~~that the~~ to appointment, Tanya Hasbrouck, ~~of a~~ Public Defender at the salary of $800.00 per month plus PERS is hereby approved.

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

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

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

NAYS: **None**

ABSENT: **Cameron George**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 22, 2017.

CITY OF GAUTIER
MEMORANDUM

To: City Council

From: Josh Danos, City Attorney

Date: August 16, 2017

Subject: Appointment of Public Defender

REQUEST:
The City Attorney requests that City Council appoint a Public Defender.

BACKGROUND:
The Supreme Court of Mississippi recently amended the Mississippi Rules of Criminal Procedure. One of the major changes requires a public defender for any indigent defendant who faces potential jail time.

Pursuant to 21-9-45, the City Council has authority to appoint a Public Defender to represent indigent defendants in any municipal criminal proceeding which may result in punishment by loss of liberty, in any other criminal proceeding in which the court concludes that the interests of justice require, or as required by law. The Public Defender must have a Juris Doctor Degree from an institution approved by the American Bar Association, and be licensed to practice law in the State of Mississippi.

Two individuals have contacted the City regarding this position, and both appear qualified for the position. Their submissions are attached for your review.

RECOMMENDATION:
The City Attorney recommends appointment of a Public Defender.

ATTACHMENT(S):
Submissions from attorneys.

TANYA L. HASBROUCK

Attorney At Law

3106 Canty Street
Post Office Box 435
Pascagoula, MS 39568-0435

TELEPHONE: 228-769-8200
FAX: 228-769-8222
E-MAIL: tanyahasbrouck.atty@gmail.com

August 15, 2017

Josh Danos, Esq.
Gautier City Attorney
1215 Government Street
Ocean Springs, MS 39564
jdanos@bordisdanos.com

Re: Gautier Public Defender Position

Dear Josh:

Please find attached hereto my resume which I am submitting in application for the part-time Municipal Court Public Defender position with the City of Gautier. I have substantial experience with criminal law, both misdemeanor and felony, and am familiar with the new court rules and obligations being imposed upon municipal courts in Mississippi. For the past 4 years, I have assisted clients charged with criminal offenses in the municipal courts in Jackson and Harrison Counties, the justice courts in Jackson and George counties, and the circuit courts in Jackson, George, and Harrison counties, representing them on misdemeanor charges, traffic offenses, preliminary hearings on criminal offenses, expungements, and all aspects of trial litigation pertaining to felony criminal charges. I also have prior municipal and felony public defender experience as well as over 12 years of experience as an Assistant District Attorney. If hired, I can draw on this experience to serve the Gautier community in the representation of indigent persons as a Municipal Public Defender on both misdemeanor and felony cases. My background, training, and experience in criminal law and familiarity with the municipal court system would allow me to immediately hit the ground running and makes me
an excellent choice for the Gautier public defender position.

If hired, I would be available for court weekly and be on call as needed. The salary I am seeking is $ 750.00 to $ 800.00 per month plus PERS. I would decline the insurance, so the City would not have to cover any insurance. I would appreciate it if you would forward my letter of application and resume to the mayor, city council, and any hiring committee for consideration. I would like to come for an interview and discuss my qualifications for the position and answer any questions you may have. If there is any additional information you or the City require, I would appreciate you letting me know.

Sincerely,

Tanya Hasbrouck

Tanya Hasbrouck

TANYA L. HASBROUCK, R.N., B.S.N., J.D.
3106 CANTY STREET
PASCAGOULA, MS 39568
228-769-8200 (telephone), 228-769-8222 (facsimile)
tanyahasbrouck.atty@gmail.com

EXPERIENCE

City Public Defender

City of Pascagoula, September 2016-present, Provide legal advice and representation to individuals brought to court for old fines and/or contempt, represent indigent persons during preliminary hearings on felony cases and during trials on misdemeanor cases wherein jail time is being considered by the court, and any other representation as needed.

Board Attorney

West Jackson County Utility District, March 2013-present, Provide legal advice to the Board of Commissioners concerning utility district operations, attend meetings answering legal inquiries which arise; prepare deeds, easements, resolutions and contracts as needed, research land records, and represent the utility district in civil proceedings.

Attorney

Hasbrouck Law Firm, Pascagoula, Miss. Sept. 2012 - present, represent individuals and businesses in state court litigation and on appeal, involved in personal and insurance litigation, criminal charges (traffic, misdemeanor, and felonies), social security, divorce, and child custody, including all aspects of litigation, trial preparation, pre- and post-trial motions, negotiation of settlements, and preparation of pleadings, motions, and trial briefs.

Ass't District Attorney

Office of the District Attorney 19th Judicial District, Pascagoula, Miss., Jan. 2004- Sept. 7, 2012, Prosecutor in state court of persons indicted for felony offenses, advised law enforcement concerning criminal matters, regulations and statutes, reviewed law enforcement files for sufficiency, presented cases to grand jury, prepared and reviewed indictments, prepared pre-trial motions, briefs, and trial documents, made plea recommendations, performed voir dire and all aspects of criminal trial litigation, and researched, prepared, and argued post-trial motions.

Associate

Cumbest, Cumbest, Hunter & McCormick, Pascagoula, Miss., Jan. 2000-Dec.2003, represented individuals in state and federal litigation in personal, business and insurance litigation, including personal injury, medical malpractice, nursing home negligence, workers' compensation, contracts, insurance disputes, wills and estates, family law, real property, and workers' compensation.

Ass't District Attorney

Office of the District Attorney 19th Judicial District, Pascagoula, Miss., July 1996-Dec. 1999, Criminal prosecution of persons indicted for felony offenses (see description above).

Ass't Public Defender — **Office of the Jackson County Public Defenders,** Pascagoula, Mississippi, March 1994-July 1996, Criminal defense of indigent persons indicted for felony offenses, represented clients charged with felonies in municipal courts for preliminary hearings, engaged in pretrial investigations, prepared and argued pretrial motions, performed legal research and engaged in all aspects of criminal trials.

Associate — **Colingo, Williams, Steinberger, Heidelberg & McElhaney**, Pascagoula, Mississippi., Aug. 1991-Mar. 1994, Defended health care providers in state and federal malpractice litigation and before licensing boards, assisted clients with health law and business needs; advised individuals, businesses and insurance companies concerning personal injury, medical malpractice, workers' compensation, and professional liability.

Law Clerk — **Mississippi Supreme Court,** Justice Michael Sullivan, Jackson, Miss., Aug. 1990-July 1991, Researched substantive issues of state and federal law, drafted briefs, legal memoranda, and opinions, interacted with court personnel and provided legal support to the Justices.

EDUCATION

Law School — **University of Mississippi School of Law**, Oxford, Mississippi
Degree: J.D. May 1990

Undergraduate — **Montana State University,** Bozeman, Montana
Degree: B.S. Nursing: 1985

Undergraduate — **University of Montana,** Missoula, Montana
Degree: Associate of Art, Focus in Pre-Nursing

ASSOCIATIONS & POSITIONS

Mississippi Bar Association

Jackson County Bar Association: President, June 1, 1998 - June 1, 1999
Vice-President, June 1, 1997 - June 1, 1998

Jackson County Bar Association, Young Lawyer's Division
President, June 1, 1996 - June 1, 1997
Vice-President, June 1, 1995 - June 1, 1996

PROFESSIONAL LICENSES

Juris Doctor	Mississippi	1990 - present	California	2002 - present
	Texas	2002 - present		
Registered Nurse	Mississippi	1987 - present		

MILLER LAW OFFICES, PLLC

1633 Jackson Avenue, Pascagoula, MS 39567
Mail: P.O. Box 1269, Pascagoula, MS 39568
Phone: (228) 762-8912 | Fax: (228) 762-8913

R. KEITH MILLER, ATTORNEY

R. KYLE MILLER, ATTORNEY

August 9th, 2017

Honorable Josh Danos
City Prosecutor, Gautier Municipal Court
1215 Government Street
Ocean Springs, MS 39564

RE: Public Defender Position

Dear Josh:

As we discussed earlier, I am very interested in the Public Defender position for Gautier Municipal Court. I am willing to accept the job for a total compensation of $10,000. I would like to be placed in the retirement system as well as covered by the Health Insurance Plan and am willing to accept a lower "salary" so that the total package benefit does not exceed $10,000 annually.

Sincerely,

Kyle Miller

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

ORDER NUMBER 171-2017

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 an Emergency Watershed Protection Program Grant Agreement with the U.S. Department of Agriculture's Natural Resources Conservation Service and to provide and execute any and all documents necessary to obtain NRCS grant funds, including but not limited to the NRCS-ADS-78 form, title of opinion, operation and maintenance agreement, and operation and maintenance plan.

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

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

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

NAYS: **None**

ABSENT: **Cameron George**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 22, 2017.

CITY OF GAUTIER
MEMORANDUM

To:	Paula Yancey, City Manager
From:	April Havens, Grants Administrator
Date:	08/17/2017
Subject:	NRCS Emergency Watershed Protection Program Grant Agreement and Necessary Documents

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REQUEST:

The Grants and Projects Administrator requests City Council authorization to enter into an Emergency Watershed Protection Program grant agreement with the U.S. Department of Agriculture's Natural Resources Conservation Service and to provide and execute any and all documents necessary to obtain NRCS grant funds, including but not limited to the NRCS-ADS-78 form, title of opinion, operation and maintenance agreement, and operation and maintenance plan.

BACKGROUND:

The Emergency Watershed Protection Program (EWP) was established by Congress to respond to emergencies created by natural disasters. The EWP Program is designed to help people and conserve natural resources by relieving imminent hazards to life and property caused by floods, fires, drought, windstorms, and other natural occurrences. The U.S. Department of Agriculture's Natural Resources Conservation Service (NRCS) administers the EWP Program.

The City was notified via email on May 5, 2017 that it had received an estimated $589,640 in Emergency Watershed Protection Program grant funds for drainage work in various locations across the City. New EWP guidelines have implemented strict policies on timelines for completion. The City has less than 220 days to complete all projects.

Areas approved for drainage work include:
1) South of White Wood Drive, from Pine Dale Lane to Rockvale Drive.
2) Along the conveyance just east of Shell Landing Boulevard, from Highway 90 south to the railroad tracks.
3) Along the conveyance just east of Highway 57, from Highway 90 south to Old Spanish Trail.
4) South of Old Shell Landing Road, from near house number 2116 to the end of the road.
5) Along the west side of Oxford Drive.
6) Along the conveyance just southeast of the intersection of Ladnier Road and Service Road, south to the railroad tracks.
7) Along the conveyance east of Johnston Road (behind Thomas Transmission), south to Highway 90.

DISCUSSION:

This formal grant agreement was received after the e-mailed award notification. It, along with various other forms and documents, must be completed and submitted to move the project forward.

RECOMMENDATION:

The Grants and Projects Administrator recommends that City Council grant authorization to enter into an Emergency Watershed Protection Program grant agreement with the U.S. Department of Agriculture's Natural Resources Conservation Service and to provide and execute any and all documents necessary to obtain NRCS grant funds, including but not limited to the NRCS-ADS-78 form, title of opinion, operation and maintenance agreement, and operation and maintenance plan.

The City Council may:
1) Approve the grant agreement and allow execution of the required documents as presented; or
2) Not approve the grant agreement and allow execution of the required documents as presented.

ATTACHMENTS:

1. Grant Agreement
2. Required Documents

U.S. Department of Agriculture
Natural Resources Conservation Service

NRCS-ADS-093
7/2012

NOTICE OF GRANT AND AGREEMENT AWARD

1. **Award Identifying Number**	2. **Amendment No.**	3. **Award/Project Period**	4. **Type of Award Instrument**
68-4423-17-222	n/a	Date of Final NRCS signature - 11/26/2017	Cooperative

5. **Agency: Natural Resources Conservation Service (NRCS) (Name and Address)**

USDA/NRCS - Mississippi State Office
100 W Capitol Street, Suite 3121
Jackson, MS 39269

6. **Recipient Organization: (Name and Address)**

City of Gautier
3330 HWY 90
Gautier, MS 39553-5124

DUNS:	**EIN:**
964447817	64-0732369

7. **NRCS Program Contact:**	8. **NRCS Administrative Contact:**	9. **Recipient Program Contact:**	10. **Recipient Admin Contact:**
Norman Patterson, 601-296-1173 norman.patterson@ms.usda.gov	Lori Baker, 859-224-7360 lori.baker@wdc.usda.gov	April Havens, 228-497-1878 ahavens@gautier-ms.gov	April Havens, 228-497-1878 ahavens@gautier-ms.gov

11. **CFDA Number**	12. **Authority**	13. **Type of Action**	14. **Project Director**
10.923	Emergency Watershed Protection 7 CFR Part 624	i. New Agreement	Paula Yancey, 228-497-8000 pyancey@gautier-ms.gov

15. **Project Title/Description:**
Emergency Watershed Protection - Jackson County, MS. DSR 280591601. Provides both Financial and Technical Assistance. Complete agreement includes this NRCS-ADS-093 (NOA) and attachments listed on page 2.

16. **Entity Type**: _____**Profit** ____**Nonprofit** ____**Higher Education** ____**Federal** _X_**State/Local** ____**Indian/Native American** ____**Other**

17. **Select Funding Type:**	✔ **Federal**	✔ **Non-Federal**
Original Funds Total:	$ 486,453.00	$ 147,410.00
Additional Funds Total:		
Grand Total:	$ 486,453.00	$ 147,410.00

18. **Accounting and Appropriation Data**

Financial Code	Amount	Fiscal Year	Treasury Symbol
NR.AI.EG08.28.5269.17XXF (4115)	$ 390,146.49	2017	12X1072
NR.AI.EK05.28.5269.10XXF (4115)	$ 52,083.51	2017	12X1072
NR.AI.EG08.28.5269.17XXT (2559)	$ 44,223.00	2017	12X1072

19. **APPROVED BUDGET**

Personnel	$	Fringe Benefits	$
Travel	$	Equipment	$
Supplies	$	Contractual	$
Construction	$ 589,640.00	Other	$ 44,223.00
Total Direct Cost	$ 633,863.00	Total Indirect Cost	$
		Total Non-Federal Funds	$ 147,410.00
		Total Federal Funds Awarded	$ 486,453.00
		Total Approved Budget	$ 633,863.00

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

(continuation)

NOTICE OF GRANT AND AGREEMENT AWARD			
Award Identifying Number	**Amendment No.**	**Award/Project Period**	**Type of Award Instrument**
68-4423-17-222	n/a	Date of Final NRCS signature - 11/26/2017	Cooperative

List of Attachments:

Statement of Work, General Terms and Conditions

Name and Title of Authorized Government Representative	Signature	Date
KURT READUS, State Conservationist		
Name and Title of Authorized Recipient Representative	**Signature**	**Date**
PAULA YANCEY, City Manager		

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

_____
Sponsor

This action authorized at an official meeting of
_____on the
_____ day of _____, 20_____
at _____, State
of _____ .

_____
(Signature)

_____
(Title)

EMERGENCY WATERSHED PROTECTION PROGRAM (EWPP)
STATEMENT OF WORK

PROJECT: Jackson County, Mississippi, Emergency Watershed Protection ("EWP") FY2016 Project #5269 – Locally Led with Technical and Financial Assistance

I. PURPOSE

The purpose of this agreement is to provide financial and/or technical assistance to implement recovery measures that, if left undone, pose a risk to life and/or property. The U. S. Department of Agriculture, Natural Resources Conservation Service is hereinafter referred to as the "NRCS" and the City of Gautier is hereinafter referred to as the "Sponsor."

II. DESCRIPTION OF PROJECT(S) AND ESTIMATED COSTS

The design and installation of EWP measures are detailed in the individual damage survey report (DSRs) and listed below:

Damage Survey Report (DSR) No.	Description	Estimated Construction Cost
280591601	Frontage Road	$589,640.00
Total Estimated Construction Cost		$589,640.00

A. The individual Damage Survey Report(s) ("DSR") is established through discussions between the Sponsor and NRCS. It defines the site(s), work to be completed, and estimated construction costs for this project.

B. It is agreed that the total estimated construction cost are: $589,640.00. Based on this estimate:

1. NRCS will contribute Financial Assistance Funds ("FA") in the amount of $442,230.00 (up to 75 percent of total construction costs) as reimbursement to the Sponsor for approved on-the-ground construction costs. Construction costs are associated with the installation of the project measures including labor, equipment, and materials.

2. NRCS will contribute Technical Assistance Funds ("TA") in the amount of $44,223.00 (up to 7.5 percent of total construction costs) as reimbursement for technical and administrative costs directly charged to the project. Technical and administrative costs are associated with project design and development of construction drawings and specifications; soliciting, evaluating, awarding a administering a contract, including verifying invoices and recording keeping; development of operations and maintenance plans; development and implementation of quality assurance and inspection plans. While NRCS can reimburse 100 percent of these costs (no Sponsor required cost share) up to 7.5

percent of the total construction costs, it is possible that technical and administrative costs will exceed this amount, requiring the Sponsor to contribute resources to complete technical and administrative work.

3. The Sponsor will contribute funds in the amount of $147,410.00 (25 percent of the total construction costs) in either direct cash expenditures, the value of non-cash materials or services, or in-kind contributions. The value of any in-kind contribution shall be agreed to in writing prior to implementation.

III. RESPONSIBILITIES OF THE PARTIES

A. Sponsor will:

1. Accomplish construction of the EWP project measures by contracting, in-kind construction services, or a combination of both.

2. Ensure and certify by signing this agreement that its cost share obligation is from a non-Federal source.

3. Designate a project liaison to serve between the Sponsor and NRCS and identify that person's contact information with this executed agreement. Any change in the project liaison during the terms of this agreement must be immediately communicated to NRCS.

4. Appoint a contracting officer and an authorized representative who will have authority to act for the contracting officer, listing their duties, responsibilities, and authorities. Furnish such information in writing to the NRCS State Conservationist.

5. Comply with the terms and conditions of this agreement and the attached general terms and conditions except those that are not applicable to State and local governments.

6. Acquire and provide certification to NRCS that real property rights (land and water), permits and licenses in accordance with local, state, and Federal laws necessary for the installation of EWP project measures have been obtained at no cost to NRCS prior to construction. This includes any rights associated with required environmental mitigation. Sponsors shall provide such certification on Form NRCS-ADS-78, Assurances Relating to Real Property Acquisition. Sponsors shall also provide an attorney's opinion supporting this certification. Costs related to land rights and permits are the Sponsor's responsibility and ineligible for reimbursement.

7. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits and licenses needed for the Project.

8. Provide 25% of the actual, eligible and approved construction cost. These costs may be in the form of cash, in-kind construction services, or a combination of

both. Final construction items that are eligible construction costs will be agreed upon during the pre-design conference. These costs consist of costs from contracts awarded to contractors and eligible Sponsor in-kind construction costs for materials, labor, and equipment. The Sponsor shall provide NRCS documentation to support all eligible construction costs. Construction costs incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed.

9. Be responsible for 100 percent of all ineligible construction costs and 100 percent of any unapproved upgrade to increase the level of protection over and above that described in the DSR.

10. Account for and report FA and TA expenditures separately in order for expenses to be eligible for reimbursement. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for TA and one for FA, requiring this separation.

11. Prepare design, construction specifications, and drawings in accordance with standard engineering principles that comply with NRCS programmatic requirements; and/or contract/install the designed construction. Any design services will be by a professional registered engineer. Sponsor will obtain NRCS review and concurrence on the design, construction plans, and specifications. The Sponsor must ensure description of work is reviewed, concurred, and approved by NRCS. A copy of the final signed and sealed plans and specifications shall be provided to NRCS.

12. Contract for services and construction in accordance with the Code of Federal Regulations (CFR), 2 CFR § 200.317 through 200.326, applicable State regulations, and the Sponsor's procurement regulations, as appropriate. (See general terms and conditions attached to this agreement for a link to the CFR.) In accordance with 2 CFR § 200.326, contracts must contain the applicable provisions described in Appendix II to Part 200. Davis-Bacon Act would not apply under this Federal program legislation.

13. The contracts for design services and construction described in this Agreement shall not be awarded to the Sponsor or to any firm in which any Sponsor's official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms. Reference 2 CFR § 200.318 regarding standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts.

14. For contracts, provide NRCS a copy of solicitation notice, bid abstract, and notice of contract award, or other basis of cost and accomplishment.

15. For in-kind construction services (materials, labor, and/or equipment supplied by the Sponsor), develop a Plan of Operations describing the construction services to be performed including estimated quantities and values. The Plan of

Operations shall be concurred in by NRCS at the pre-design conference. In-kind construction services for equipment shall not exceed published FEMA equipment rates unless otherwise documented and concurred in advance by NRCS.

16. The following documentation is required to support the Sponsor's request for reimbursement of in-kind construction services:

    a. Invoices covering actual costs of materials used in constructing the eligible EWP project measures.
    b. Records documenting the type, quality, and quantities of materials actually used in constructing the eligible EWP project measures.
    c. Daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed for constructing the eligible EWP project measures.
    d. Equipment operating records showing the type and size of equipment, hourly rate, actual hours of operation and dates used to install the eligible EWP project measures. Equipment idle time is not eligible in-kind construction services, even if on the job site, and should not be included in the equipment operating records.

17. Prior to commencement of work and/or solicitation of bids, submit for NRCS review and concurrence a Quality Assurance Plan (QAP). The QAP shall outline technical and administrative expertise required to ensure the EWP project measures are installed in accordance with the plans and specifications, identify individuals with the expertise, describe items to be inspected, list equipment required for inspection, outline the frequency and timing of inspection (continuous or periodic), outline inspection procedures, and record keeping requirements. A copy of the final QAP shall be provided to NRCS prior to commencement of construction.

18. Provide construction inspection in accordance with the QAP.

19. Prepare and submit for NRCS concurrence an Operation and Maintenance (O&M) Plan, if applicable, prior to commence of work. The O&M Plan shall describe the activities the Sponsor will do to ensure the project performs as designed. Upon completion of the project measures, the Sponsor shall assume responsibility for O&M.

20. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns as well as copies of all permits, licenses, and other documents required by Federal, state, and local statutes and ordinances prior to solicitation for installation of the EWP project measures. All modifications to the plans and specifications shall be reviewed and concurred on by NRCS.

21. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.

22. The Sponsor must secure at its own expense all Federal, State, and local permits and licenses necessary for completion of the work described in this agreement as well as any necessary natural resource rights and provide copies of all permits and licenses obtained to NRCS.

23. Will arrange and pay for any necessary location, removal, or relocation of utilities. EWP program regulations prohibit NRCS from reimbursing the Sponsor or otherwise paying for any such costs; nor do the costs qualify as a Sponsor cost-share contribution.

24. Ensure that technical and engineering standards and specifications of NRCS are adhered to during construction of the Project, as interpreted by NRCS Program/Technical Contact. Provide NRCS Program/Technical Contact progress reports as necessary and agreed to. Progress reports should include technical on-site inspections of work accomplished for the period, work planned, results of material tests, deficient work products and/or tests with corrective actions taken, modifications anticipated, technical problems encountered, contractual issues and other relevant information.

25. Ensure that all contractors on NRCS assisted projects are performing their work in accordance with OSHA regulations and the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). The Sponsor is responsible for periodically checking the contractor's compliance with safety requirements.

26. Arrange for and conduct final inspection of completed project with NRCS to determine whether all work has been performed in accordance with contractual requirements. Provide a PE certification that the Project was installed in accordance with approved plans and specifications.

27. Provide PE-certified as-built drawings and quantities for the project. A copy of the as-built drawings will be submitted to the NRCS Program/Technical Contact.

28. Pay the contractor(s) for work performed in accordance with the agreement and submit a SF-270, "Request for Advance or Reimbursement" to the NRCS Program/Technical Contact with all documentation to support the request. Final payment request shall be submitted within 90 calendar days of completion of the EWP project measures. Payments will be withheld until all required documentation is submitted and complete.

    a. The r**equired supporting documentation for reimbursement of construction costs** include invoices and proof of payment to the contractor showing the items and quantities installed and certified by the engineer of record along with any supporting documentation such as quantity calculations, rock weight tickets, etc.

b. The **required supporting documentation for reimbursement of in-kind construction expenses** will include employee time sheets, employee hourly rate, equipment operating logs, equipment hourly rate, and material quantities and invoices.

c. The **required documentation for reimbursement of technical and administrative services** will be invoices and proof or payment to consultants and/or employee time sheets along with the employee's hourly rate, hours worked, and date work was performed.

29. Ensure that information in the System for Award Management (SAM) is current and accurate until the final financial report (SF-425) under this award or final payment is received, whichever is later.

30. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract(s) awarded under this Agreement. This includes, but is not limited to disputes, claims, protests of award, source evaluation, and litigation that may result from the Project. Such actions will be at the expense of the Sponsor, including any legal expenses. The Sponsor will advise, consult with, and obtain prior written concurrence of NRCS on any litigation matters in which NRCS could have a financial interest.

31. Sponsor must indemnify and hold NRCS harmless to the extent permitted by State law for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the Sponsor in connection with its acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement. Further, the Sponsor agrees that NRCS will have no responsibility for acts and omissions of the Sponsor, its agents, successors, assigns, employees, contractors, or lessees in connection with the acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement that result in violation of any laws and regulations that are now or that may in the future become applicable.

32. Retain all records dealing with the award and administration of the contract(s) for 3 years from the date of the Sponsor's submission of the final request for reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcriptions.

33. Be liable to the NRCS for damages sustained by the NRCS as a result of the contractor failing to complete the work within the specified time. The damages will be based upon the additional costs incurred by the NRCS resulting from the contractor not completing the work within the allowable performance period.

These costs include but are not limited to personnel costs, travel, etc. The NRCS will have the right to withhold such amount out of any monies that may be then due or that may become due and payable to the Sponsor. This liability is not applicable to the extent that the contract performance time is extended by court judgment unless such judgment results from actions of the Sponsor not concurred in by NRCS.

34. Take necessary legal action, including bringing suit, to collect from the contractor any monies due in connection with the contract, or upon request of NRCS, assign and transfer to NRCS any or all claims, demands, and causes of action of every kind whatsoever that the Sponsor has against the contractor or his or her sureties.

B. THE NRCS WILL:

1. Assist Sponsor in establishing design parameters; determine eligible construction costs during the pre-design conference.

2. Designate a Government representative (GR) to serve as liaison with the Sponsor and identify that person's contact information with this executed agreement.

3. Review, comment and concur in preliminary and final plans, specifications, O&M Plan, Plan of Operations (if required) and QAP.

4. Make periodic site visits during the installation of the EWP project measures to review construction progress, document conformance to engineering plans and specifications, and provide any necessary clarification on the Sponsor's responsibilities.

5. Upon notification of the completion of the EWP project measures, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement and fund expenditures as agreed have been met.

6. Make payment to the Sponsor covering NRCS' share of the cost upon receipt and approval of Form SF-270 and supporting documentation, withholding the amount of damages sustained by NRCS as provided for in this agreement. In the event there are questions regarding the SF 270 and supporting documentation, NRCS will contact the Sponsor in a timely manner to resolve concerns.

IV. SPECIAL PROVISIONS

A. The furnishing of financial, administrative, and/or technical assistance above the original funding amount by NRCS is contingent on there being sufficient unobligated and uncommitted funding in the Emergency Watershed Protection (EWP) Program that is available for obligation in the year in which the assistance will be provided. NRCS may

not make commitments in excess of funds authorized by law or made administratively available. Congress may impose obligational limits on program funding that constrains NRCS's ability to provide such assistance.

B. In the event of default of a construction contract awarded pursuant to this agreement, any additional funds properly allocable as construction costs required to ensure completion of the job are to be provided in the same ratio as construction funds are contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected from the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.

C. Additional funds, including interest properly allocable as construction costs as determined by NRCS, required as a result of decision of the Contracting Officer or a court judgment in favor of a claimant will be provided in the same ratio as construction funds are contributed under the terms of this agreement. NRCS will not be obligated to contribute funds under any agreement or commitment made by the Sponsor without prior concurrence of NRCS.

D. The State Conservationist may make adjustments in the estimated cost to NRCS set forth in this agreement for constructing the EWP measures. Such adjustments may increase or decrease the amount of estimated funds that are related to differences between such estimated cost and the amount of the awarded contract or to changes, differing site conditions, quantity variations, or other actions taken under the provisions of the contract. No adjustment will be made to change the cost sharing assistance provided by NRCS as set forth in this agreement, nor reduce funds below the amount required to carry out NRCS' share of the contract.

E. Except for item D. above, this document may be revised as mutually agreed through a written amendment duly executed by authorized officials of all signatory parties to this agreement.

F. NRCS, at its sole discretion, may refuse to cost share should the Sponsor, in administering the contract, elect to proceed without obtaining concurrence as set out in this agreement.

G. Once the project is completed and all requests for reimbursement submitted, any excess funding remaining in the agreement will be de-obligated from the agreement.

H. If inconsistencies arise between the language in the Statement of Work (SOW) in the agreement and the general terms and conditions, the language in the SOW takes precedence.

V. EXPECTED ACCOMPLISHMENTS AND DELIVERABLES

The following accomplishments and deliverable will be provided to NRCS.

1. One copy of the final engineering plans, specifications signed and sealed by a licensed professional engineer, including engineer's cost estimate, and approved Plan of Operations (if applicable).
2. Signed NRCS-ADS-78 supported by an attorney's opinion.
3. One copy of the quality assurance plan.
4. One copy of the operation and maintenance plan.
5. One copy of the notice of solicitation, bid abstract, and notice of award.
6. Certification that the project was installed in accordance with the plans and specifications.
7. As-built drawings of final construction sign by a licensed professional engineer within 30 days of completion of construction.
8. Quantities of the units of work applied for each site within 30 days of completion of construction.

VI. PERIOD OF PERFORMANCE

This agreement is effective as of the date of final signature by USDA/NRCS on NRCS-ADS-093 form, Notice of Grant and Agreement Award, and continues in full force and effect through the period of performance end date on the NRCS-ADS-093, block 3. Upon written request and as mutually agreed upon, the agreement may be amended to extend the period of performance.

VII. MILESTONES

Milestones shall include, but not limited to, the following items:

1. Pre-construction design conference within 30 days of signing agreement.
2. Submit to NRCS a schedule with time lines of major items to be completed within 30 days of the pre-design conference.
3. Acquire needed real property rights and permits (signed NRCS-ADS-78 supported by an attorney's opinion) prior to start of construction.
4. Obtaining permits.
5. Completing any necessary surveys.
6. Completing draft engineering plans and specifications for NRCS review.
7. Completing final engineering plans and specifications.
8. Completing quality assurance plan.
9. Solicit bids.
10. Award contract.
11. Issue notice to proceed.
12. Complete construction and submit as-built drawings/quantities

NATURAL RESOURCES CONSERVATION SERVICE
U.S. DEPARTMENT OF AGRICULTURE

GENERAL TERMS AND CONDITIONS
GRANTS AND COOPERATIVE AGREEMENTS

I. APPLICABLE REGULATIONS

a. The recipient, and recipients of any subawards under this award, agree to comply with the following regulations, as applicable. The full text of Code of Federal Regulations references may be found at https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR and http://www.ecfr.gov/.

(1) 2 CFR Part 25, "Universal Identifier and System of Award Management"
(2) 2 CFR Part 170, "Reporting Subaward and Executive Compensation Information"
(3) 2 CFR Part 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Nonprocurement)"
(4) 2 CFR Part 182, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)"
(5) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards"

b. The recipient, and recipients of any subawards under this award, assure and certify that they have and/or will comply with the following regulations, as applicable. The full text of Code of Federal Regulations references may be found at https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR and http://www.ecfr.gov/.

(1) 2 CFR Part 175, "Award Term for Trafficking in Persons"
(2) 2 CFR Part 417, "Nonprocurement Debarment and Suspension"
(3) 2 CFR Part 418, "New Restrictions on Lobbying"
(4) 2 CFR Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)"

c. Allowable project costs will be determined in accordance with the authorizing statute, the purpose of the award, and to the extent applicable to the type of organizations receiving the award, regardless of tier. The following portions of the Code of Federal Regulations are hereby incorporated by reference. The full text of Code of Federal Regulations references may be found at https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR and http://www.ecfr.gov/.

(1) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles And Audit Requirements For Federal Awards"
(2) 48 CFR Part 31, "Contract Cost Principles and Procedures"

II. UNALLOWABLE COSTS

The following costs are not allowed:

a. Costs above the amount authorized for the project
b. Costs incurred after the expiration of the award including any no-cost extensions of time
c. Costs that lie outside the scope of the approved project and any amendments thereto
d. Compensation for injuries to persons or damage to property arising from project activities

This list is not exhaustive. For general information about the allowability of particular items of costs, please see 2 CFR Part 200, "Subpart E - Cost Principles", or direct specific inquiries to the NRCS administrative contact identified in the award.

III. CONFIDENTIALITY

a. Activities performed under this award may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term "confidential information" means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of NRCS.

b. The recipient's personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The recipient's personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).

c. The recipient agrees to comply with NRCS guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110-246), 7 U.S.C. 8791.

d. The recipient agrees to comply with the **"Prohibition Against Certain Internal Confidentiality Agreements:"**

1. You may not require your employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
2. You must notify your employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
4. If NRCS determines that you are not in compliance with this award provision, NRCS:
   a. Will prohibit your use of funds under this award, in accordance with sections 743 and 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law;

   b. May pursue other remedies available for your material failure to comply with award terms and conditions.

IV. PRIOR APPROVAL REQUIREMENTS

The following are the most common situations requiring prior approval. However, the recipient is also bound by any other prior approval requirements of the applicable administrative provisions and Federal cost principles.

a. Purpose or Deliverables.—When it is necessary for the recipient to modify the purpose or deliverables, the recipient must submit a written request and justification for the change along with the revised purpose or deliverables of the award to the NRCS administrative contact. The request should contain the following:
   1. Grant or agreement number
   2. Narrative explaining the requested modification to the project purpose or deliverables
   3. A description of the revised purpose or deliverables
   4. Signatures of the authorized representative, project director, or both

b. Subaward/contractual Arrangement.—The recipient must submit a justification for the proposed subaward/contractual arrangements, a statement of work to be performed, and a detailed budget for the subaward/contract to the NRCS administrative contact. Subaward/contractual arrangements disclosed in the application do not require additional postaward approval.

c. Absence or Change in Project Leadership.—When a project director or the person responsible for the direction or management of the project—

   1. Relinquishes active direction of the project for more than 3 consecutive months or has a 25 percent or more reduction in time devoted to the project, the grantee must notify the NRCS administrative contact in writing, identifying who will be in charge during the project director's absence. The notification must include the qualifications and the signature of the replacement, signifying his or her willingness to serve on the project.

   2. Severs his or her affiliation with the grantee, the grantee's options include—
      i. Replacing the project director. The grantee must request written approval of the replacement from the NRCS administrative contact and must include the qualifications and the signature of the replacement signifying his or her willingness to serve on the project.
      ii. Subcontracting to the former project director's new organization. The grantee must request approval from the administrative contact to replace the project manager and retain the award, and to subcontract to the former project director's new organization certain portions of the project to be completed by the former project director.
      iii. Relinquishing the award. The grantee must submit to the NRCS administrative contact a signed letter by the grantee and the project director that indicates that the grantee is relinquishing the award. The letter must include the date the project director is leaving and a summary of progress to date. A final Standard Form (SF) 425 reflecting the total amount of funds spent by the recipient must be attached to the letter.

   3. Transfers the award to his or her new organization, the authorized organization's representative at the new organization must submit the following to the NRCS administrative contact as soon as the transfer date is firm and the amount of funds to be transferred is known:

i. The forms and certifications included in the application package
ii. A project summary and work statement covering the work to be completed under the project (deliverables and objectives must be the same as those outlined in the approved proposal)
iii. An updated qualifications statement for the project director showing his or her new organizational affiliation
iv. Any cost-sharing requirements under the original award transfer to the new institution; therefore, cost-sharing information must be included in the proposal from the new organization

Note: The transfer of an award from one organization to another can take up to 90 calendar days to accomplish, which may result in a delay in the project director resuming the project at the new organization.

d. Budget Revisions.—Budget revisions will be in accordance with 2 CFR Part 200.308.

e. No-Cost Extensions of Time.—When a no-cost extension of time is required, the recipient must submit a written request to the NRCS administrative contact no later than 30 calendar days before the expiration date of the award. The request must contain the following:
- The length of additional time required to complete the project and a justification for the extension
- A summary of progress to date
- An estimate of funds expected to remain unobligated on the scheduled expiration date
- A projected timetable to complete the portions of the project for which the extension is being requested
- Signature of the grantee and the project director
- A status of cost sharing to date (if applicable)

Note: An extension will not exceed 12 months. Requests for no-cost extensions received after the expiration of the award will not be granted.

V. PAYMENTS

a. Payment by NRCS to the entity will be made monthly or quarterly (whichever is mutually agreed upon by both parties) on a reimbursable or advanced basis upon completion of work outlined herein. Payment will be executed upon the submission of a properly executed form SF-270 with supporting documentation. The SF-270 must cite the agreement number, remittance address, and billing period. The SF-270 must be sent to the NRCS administrative contact at the email address identified in block 8 of the Notice of Grant/Agreement Award.

b. Unless otherwise specified in the award, the recipient must receive payments through electronic funds transfers.

c. Recipients requesting advances should request payments in amounts necessary to meet their current needs pursuant to procedures contained in the Federal administrative provisions and **31 CFR Part 205**.

d. The method of payment between the recipient and its contractors will be in accordance with the policies and procedures established by the recipient except that the contractors may not use the USDA Office of Financial Management/National Finance Center method to request payments. If the grantee makes advance payments to contractors, the grantee must ensure

that the timing of such payments is designed to minimize elapsed time between the advance payment and the disbursement of funds. Payment requests from the grantee's contractors will not be sent to NRCS for review or approval.

e. Accounting records for all costs incurred under this award must be supported by source documentation. Such documentation includes, but is not limited to, canceled checks, paid bills, payroll records, and subaward documents. Labor cost charges to this award must be based upon salaries actually earned and the time actually worked on this award. All project costs must be incurred within the approved project period of this award, including any approved no-cost extension of time. Costs that cannot be supported by source documentation or that are incurred outside of the approved project period and budget may be disallowed and may result in award funds being returned to the Federal Government by the recipient.

VI. ACCRUALS

a. Recipients must submit an accrual estimate to the NRCS Program/Technical no later than 15 calendar days prior to the end of the quarter (submit by March 15, June 15, September 15 and December 15th).

b. An accrual represents the value of goods or services provided to NRCS for which you have not requested payment. The quality and completeness of NRCS audited financial statements depends on your continuing cooperation and timely information.

c. At a minimum, the signed accrual statement should include, "Under agreement number ____, at the close of the quarter ending ____, we have provided or anticipate providing goods or services that we have not requested payment for in the amount of $_____." Include the name and title of the person preparing the accrual estimate.

VII. FINANCIAL REPORTING

a. Recipients must submit a Federal Financial Report (FFR), SF 425 and 425A, in accordance with the following schedule:

Quarterly Schedule	Report Due Date
October 1 to December 31	January 31
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31

Reports must be submitted on an accrual accounting basis. Failure to submit reports in accordance with the above schedule may result in suspension or termination of award.

b. A final Report must be submitted no later than 90 calendar days after the completion of the award. For final FFRs, reporting end date must be the end date of the project or agreement period. The reports should be submitted to the NRCS administrative contact identified in award notifications.

VIII. PERFORMANCE MONITORING AND REPORTING

a. The recipient is responsible for monitoring day-to-day performance and for reporting to NRCS. If the project involves subaward arrangements, the recipient is also responsible for

monitoring the performance of project activities under those arrangements to ensure that approved goals and schedules are met.

b. Every 6 months the recipient must submit a written progress report. Each report must cover—

1. A comparison of actual accomplishments with the goals and objectives established for the reporting period and, where project output can be quantified, a computation of the costs per unit of output.

2. The reasons why goals and objectives were not met, if appropriate.

3. Additional pertinent information including, where appropriate, analysis and explanation of cost overruns or high unit cost.

c. The recipient must submit a final performance report within 90 calendar days after completion of project.

IX. AUDIT REQUIREMENTS

The recipient is responsible for complying with audit requirements in accordance with 2 CFR 200, Subpart F. A non-Federal entity that expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year.

X. SPECIAL PROVISIONS

a. The recipient assures and certifies that it will comply with the minimum-wage and maximum-hour provisions of the Federal Fair Labor Standards Act.

b. Employees of NRCS will participate in efforts under this agreement solely as representatives of the United States. To this end, they may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient. They also may not assist the recipient with efforts to lobby Congress or to raise money through fundraising efforts. Further, NRCS employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in efforts regarding such parties until approved by the agency.

c. Employees of the recipient will not be considered Federal employees or agents of the United States for any purposes under this agreement.

XI. PATENTS, INVENTIONS, COPYRIGHTS, AND ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

a. Allocation of rights of patents, inventions, and copyrights must be in accordance with 2 CFR Part 200.315. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support.

b. In accordance with 37 CFR Section 401.14, each subject invention must be disclosed to the Federal agency within 2 months after the inventor discloses it in writing to contractor personnel responsible for patent matters. Invention disclosure statements pursuant to 37 CFR Section 401.14(c) must be made in writing to:

Acquisitions Division

Grants and Agreements Services Branch
1400 Independence Avenue, SW.
Room 6823 South Building
Washington, DC 20250

c. USDA receives a royalty-free license for Federal Government use, reserves the right to require the patentee to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically.

d. The following acknowledgment of NRCS support must appear in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this award:

- "This material is based upon work supported by the Natural Resources Conservation Service, U.S. Department of Agriculture, under number [recipient should enter the applicable award number here]."

In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement:

- "Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture."

e. All publications printed with Federal Government funds will include the most current USDA nondiscrimination statement, available from the Public Affairs Division, Civil Rights Division, or on the USDA and NRCS home pages. If the material is too small to permit the full nondiscrimination statement to be included, the material must, at a minimum, include the statement:

- "USDA is an equal opportunity provider and employer." Any publication prepared with funding from this agreement must include acknowledgement to USDA, Natural Resources Conservation Service."

The recipient is responsible for ensuring that an acknowledgment of NRCS is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss in a substantial way work funded by this award.

XII. COST-SHARING REQUIREMENTS

a. If the award has specific cost-sharing requirements, the cost-sharing participation in other projects may not be counted toward meeting the specific cost-share requirement of this award, and must come from non-Federal sources unless otherwise stated in the applicable program announcement.

b. Should the recipient become aware that it may be unable to provide the cost-sharing amount identified in this award, it must—
   1. Immediately notify the NRCS administrative contact of the situation.
   2. Specify the steps it plans to take to secure replacement cost sharing.
   3. Indicate the plans to either continue or phase out the project in the absence of cost sharing.

c. If NRCS agrees to the organization's proposed plans, the recipient will be notified accordingly. If the organization's plans are not acceptable to NRCS, the award may be subject to termination. NRCS modifications to proposed cost sharing revisions are made on a case-by-case basis.

d. Failure by the recipient to notify NRCS in accordance with paragraph (b) above may result in the disallowance of some or all the costs charged to the award, the subsequent recovery by NRCS of some of the NRCS funds provided under the award, and possible termination of the award, and may constitute a violation of the terms and conditions of the award so serious as to provide grounds for subsequent suspension or debarment.

e. The recipient must maintain records of all project costs that are claimed by the recipient as cost sharing as well records of costs to be paid by NRCS. If the recipient's cost participation includes in-kind contributions, the basis for determining the valuation for volunteer services and donated property must be documented.

XIII. PROGRAM INCOME

Income derived from patents, inventions, or copyrights will be disposed of in accordance with the recipient's own policies. General program income earned under this award during the period of NRCS support must be added to total project funds and used to further the purpose and scope of this award or the legislation under which this award is made.

XIV. NONEXPENDABLE EQUIPMENT

Recipients purchasing equipment or products with funds provided under this award are encouraged to use such funds to purchase only American-made equipment and products. Title to nonexpendable equipment purchased with award funds will vest in the recipient upon completion of the award project and acceptance by NRCS of required final reports. When equipment is no longer needed by the recipient and the per-unit fair market value is less than $5,000, the recipient may retain, sell, or dispose of the equipment with no further obligation to NRCS. However, if the per-unit fair market value is $5,000 or more, the recipient must submit a written request to the NRCS administrative contact for disposition instructions.

XV. LIMIT OF FEDERAL LIABILITY

The maximum financial obligation of NRCS to the recipient is the amount of funds indicated in the award as obligated by NRCS. However, in the event that an erroneous amount is stated on the approved budget, or any supporting document relating to the award, NRCS will have the unilateral right to make the correction and to make an appropriate adjustment in the NRCS share of the award to align with the Federal amount authorized.

XVI. MODIFICATIONS AND TERMINATIONS

NRCS may amend or modify the award through an exchange of correspondence between authorized officials of the recipient and NRCS. The award is subject to termination if NRCS determines that the recipient has failed to comply with the terms and conditions of the award. In the event that the award is terminated, the financial obligations of the parties will be those set forth in 2 CFR Part 200.339.

XVII. AWARD CLOSEOUT

Award closeout is the process by which NRCS determines that all required project activities have been performed satisfactorily and all necessary administrative actions have been completed.

Approved EWP Site Agreement Package Instructions and Checklist for Sponsors

Locally Led Contract

Sponsor: City of Gautier

EWP Site Name: Frontage Road

The EWP site listed above that you submitted has been approved for funding by NRCS. In order to efficiently move forward with the requirements associated with this site being approved, the following checklist has been developed to assist you (the sponsor) in providing NRCS with the required items needed to ensure continued funding and project completion. Failure to provide the items listed below will delay the start of your project and could result in the termination of project funding if applicable deadlines are not met.

Attached behind this checklist are the following items that will need to be properly filled out and the originals returned to NRCS. Please use this checklist as a guide to ensure that the documents are completed according to the instructions given and that you have completed each required document.

Document Checklist and Instructions:

____ **1. NRCS-ADS-78:** This two page document should be signed on page 2 by the Mayor (for city projects) or the President of the Board of Supervisors (for county projects) and attested by the chancery clerk.

____ **2. Title of Opinion:** Attached with this package is a sample title of opinion letter which is simply an example of what a title of opinion looks like. Your city attorney or county attorney must copy the sample letter's paragraph onto the attorney's official letterhead and sign it. The attorney is certifying that the sponsor has acquired the temporary easements necessary for a contractor to complete the project.

____ **3. Operation and Maintenance Agreement:** This three page agreement should be signed on page 3 by the Mayor (for city projects) or the President of the Board of Supervisors (for county projects) and attested by the chancery clerk.

____ **4. Operation and Maintenance Plan:** This two page document should simply be reviewed by the sponsor and returned.

Keep in mind that there are deadlines associated with this project funding and each project must be completed within 220 days of funding. So your prompt return of the above documents will prevent loss of funding and ensure that the project is completed in the 220 day timeframe.

Please return this completed checklist along with all of the properly filled out documents listed above to the following address.

Natural Resources Conservation Service
ATTN: Norman Patterson
113 Fairfield Suite 110
Hattiesburg,

ASSURANCES RELATING TO REAL PROPERTY ACQUISITION

A. PURPOSE - This form is to be used by sponsor(s) to provide the assurances to the Natural Resources Conservation Service of the U.S. Department of Agriculture which is required in connection with the installation project measures which involve Federal financial assistance furnished by the Natural Resources Conservation Service.

B. PROJECT MEASURES COVERED -

Name of project: DSR: 280591601

Identity of improvement or development: Erosion Control

Location: Jackson Co. – Site(s): Frontage Road

C. REAL PROPERTY ACQUISITION ASSURANCE -

This assurance is applicable if real property interests were acquired for the installation of project measures, and/or if persons, businesses, or farm operations were displaced as a result of such installation; and this assurance was not previously provided for in the watershed, project measure, or other type of plan.

If this assurance was not previously provided, the undersigned sponsor(s) hereby assures they have complied, to the extent practicable under State law, with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. 4601-4655), as implemented in 7 C.F.R. Part 21. Any exceptions taken from the real property acquisition requirements under the authority of 42 U.S.C. 4655 because of State law have been or are hereby furnished to the Natural Resources Conservation Service along with the opinion of the Chief Legal Officer of the State containing a full discussion of the facts and law furnished.

D. ASSURANCE OF ADEQUACY OF REAL PROPERTY RIGHTS -

The undersigned sponsor(s) hereby assures that adequate real property rights and interests, water rights if applicable, permits and licenses required by Federal, State, and local law, ordinance or regulation, and related actions have been taken to obtain the legal right to install, operate, maintain, inspect and inspect the above-described project measures, except for structures or improvements that are to be removed, relocated, modified, or salvaged before and/or during the installation process.

This assurance is given with the knowledge that sponsor(s) are responsible for any excess costs or other consequences in the event the real property rights are found to be inadequate during the installation process.

Furthermore, this assurance is supported by an attorney's opinion attached hereto that certifies an examination of the real property instruments and files was made and they were found to provide adequate title, right, permission and authority for the purpose(s) for which the property was acquired.

If any of the real property rights or interests were obtained by condemnation (eminent domain) proceedings, sponsor(s) further assure and agree to prosecute the proceedings to a final conclusion and pay such damages as awarded by the court.

City of Gautier
(Name of Sponsor)

By: _____
(Signature)

Title: _____

Date: _____

This action is authorized at an official meeting

of the _____

on ____ day of _____, 20_____
State of Mississippi

Attest

_____
(Name)

_____
(Title)

SAMPLE-
PLEASE TYPE ON ATTORNEY'S LETTERHEAD

"TITLE OF OPINION"

TO: USDA, Natural Resources Conservation Service
Suite 1321, Federal Building
100 West Capitol Street
Jackson, MS 39269

RE: **City of Gautier (MS):**

Frontage Road (Jackson County):

As attorney for and on behalf of the_____, I
(Sponsor)

hereby certify that I have examined the real property instruments and files that relate to the right-of-way of the sponsors to enter upon, construct, and operate and maintain the works of improvement above, and find them to provide adequate title, right, permission, and authority for the purpose for which these instruments were acquired.

_____
Attorney -

_____
Date

Watershed: City of Gautier

OPERATION AND MAINTENANCE AGREEMENT

This agreement is entered into by and between the Natural Resources Conservation Service, United States Department of Agriculture, hereinafter referred to as NRCS, and the following organization(s), hereinafter referred to as the Sponsor(s):

City of Gautier (MS)

The Sponsor(s) and the Service agree to carry out the terms of this agreement for the operation and maintenance of the project measures in the State of Mississippi. The project measures covered by this agreement are identified as follows: Streambank stabilization with rock riprap- Frontage Road.

I. OPERATIONS

A. The Sponsor(s) will be responsible for operating the measure without cost to the Service as follows:

1. In compliance with applicable Federal, State and local laws;

2. In compliance with the conditions set out in the instruments by which rights were acquired to install, operate and maintain the measure(s);

3. In a manner that will protect the environment and permit the measure(s) to serve the purpose for which installed as set forth in the program agreement;

4. In keeping with the requirements to provide inspection, operation and maintenance reports within the time frame provided in the attached plan.

B. The Service will, upon request of the Sponsor(s) and to the extent that its resources permit, provide consultative assistance in the operation of the structural measures.

C. Admission or users fees shall be charged only as necessary to produce revenues required by the Sponsor(s) to amortize its share of installation costs for that portion of the measures pertaining to recreation of fish and wildlife and to provide adequate inspection, operation, maintenance, and replacement of the same.

D. In a recreation or fish and wildlife measure the Sponsor(s) may dispense such services and commodities, or arrange with private concessionaires for the dispensing of such services and commodities, which will contribute to the full use and enjoyment of the measure by the public at prices with are reasonable and compatible with prices for similar services and commodities within the area served by the measure.

II. MAINTENANCE

A. The Sponsor(s) will:

1. Be responsible for and promptly perform or have performed without cost to the Service all maintenance of the measures determined by either the Sponsor(s) or the Service to be needed.

2. Obtain prior Service approval of all plans, designs and specifications for maintenance work.

B. The Service will upon request of the Sponsor(s) and to the extent that its resources will permit, provide consultative assistance in the maintenance of the measure(s).

III. REPLACEMENT

A. The Sponsor(s) will be responsible for the replacement of parts or portions of the measure(s) which has a physical life of less duration than the evaluated life of the measure(s).

B. The Service will upon request of the Sponsor(s), provide consultative assistance in the replacement of measure parts or portions.

IV. PLAN OF OPERATION AND MAINTENANCE

The Service and the Sponsor(s) will prepare a detailed plan of operation and maintenance for each measure covered by the agreement. More than one measure may be included in a single plan provided that the measures are sufficiently similar to warrant such action. Each such plan shall be attached to become a part of this agreement.

V. INSPECTIONS AND REPORTS

A. The sponsor(s) will inspect the measures at least annually and after each major storm or occurrence of any unusual conditions that might adversely affect the measure(s).

B. The Service or Federal land administering agency may inspect the measures at any reasonable time during the period covered by this agreement. At the discretion of the State Conservationist, Service personnel may assist the Sponsor(s) in their inspection.

C. A written report will be made of each inspection. A copy of each report will be provided by the inspecting party to the other party within ten days of the date on which the inspection was made. The report will describe the conditions found and list any corrective action needed with a time frame to complete each action.

VI. TIME OF RESPONSIBILITY

The Sponsor(s)' responsibility for operation and maintenance begins when a part of or all of the work if installing a measure is completed and accepted or is determined complete by the Service. This responsibility shall continue until the expiration of the evaluated life of all the installed project measures. This does not relieve the Sponsor(s)' liability which continues throughout the life of the measure or until the measure is modified to remove potential loss of life or property.

VII. RECORDS

The Sponsor(s) will maintain in a centralized location a record of all inspections and significant actions taken, cost of performance and completion date with respect to

operation, maintenance and replacement. The Service may inspect these records at any reasonable time during the term of the agreement.

VIII. GENERAL

A. The Sponsor(s) will:

1. Prohibit the installation of any structure or facilities that will interfere with the operation or maintenance of the project measures.

2. Obtain prior Service approval of the plans and specifications for any alteration or improvement to the structural measures.

3. Obtain prior Service approval of any agreement to be entered into with other parties for the operation or maintenance of all or any part of the agreement after it has been signed by the Sponsor(s) and the other party.

B. Service personnel will be provided the right to free access to the project measures at any reasonable time for the purpose of carrying out the terms of this agreement.

C. The responsibilities of the Sponsor(s) under this agreement are effective simultaneously with the acceptance of the project measures in whole or part.

D. Comply with the attached PROPERTY MANAGEMENT STANDARDS.

Name of Sponsor: **City of Gautier (MS)**

By: _____ Title: _____Date: _____

This action was authorized at an official meeting of the Sponsor named immediately above on _____ at _____

Attest: _____Title: _____

Natural Resources Conservation Service, United States Department of Agriculture

By: _____ Title: _____Date: _____

OPERATION AND MAINTENANCE PLAN
City of Gautier
Frontage Road

I. Operation

The Sponsors will operate this measure in accordance with the terms of the Operation and Maintenance Agreement. This includes the administration, management, and performance of nonmaintenance actions needed to keep completed works of improvement functioning as planned.

II. Maintenance

A. The channel should be maintained in such a way as to keep it free of any debris, silt bars or other obstructions that will reduce its capacity. Bank stabilization measures should be used to prevent erosion. The undesirable vegetation should be cut or sprayed with approved herbicides and removed from the channel. An access road should be maintained along side the channel for easy maintenance.

B. It is anticipated that the following items of maintenance, repair, or replacement will be needed during the effective life of the measure.

1. Vegetation:
   a. Reseed, resod, and fertilize areas of stand or areas destroyed by erosion, freezing, or drought. If necessary, restore eroded areas before reseeding.

   b. Cut or spray with approved herbicide and remove undesirable vegetation. Observe local ordinances regarding spraying and burning.

   c. Fertilize vegetation as required to maintain a vigorous stand.

   d. Control grazing to insure proper vegetative cover.

   e. Mow grass at regular intervals to maintain optimum cover.

2. Channels - lined and unlined
   a. Remove sand and gravel bars and properly dispose of them outside the channel perimeter.

   b. Remove and properly dispose of debris. Give special attention to removal and proper disposal of debris and repair erosion damage at structures.

   c. Replace, reinforce, or extend riprap where needed. Make repairs to grade control structures where needed.

   d. Keep access roads for maintenance and maintenance travelways in usable condition.

   e. Maintain dikes and spoil to divert water to protected inlets and prevent overbank flow.

   f. Renovate channel banks damaged by storm flow.

   g. Rehabilitate damaged pipe inlets from fields or side channels. Replace eroded soil adjacent to structures.

C. The estimated average annual cost of providing the necessary maintenance for this measure is $200.00. Funds to finance this cost will be provided by the City of Gautier, from general tax revenues.

D. The City of Gautier will be responsible for and promptly perform or have performed all maintenance of the measure determined by either the Sponsors or the Service to be needed.

The City of Gautier, with consulting assistance from the Natural Resources Conservation Service, will assist in the maintenance which can be accomplished with normal farm equipment such as removal of debris, control of undesirable vegetation, controlled grazing and mowing, and fertilizing vegetation.

E. The measure will be inspected at least annually and after unusually severed floods or the occurrence of any other unusual condition that might adversely affect the measure. Annual inspections will be performed during the month of July. Annual and special inspections will include but not be limited to an examination of the following items.

1. Stability of channel grades and side slopes

2. Excessive sedimentation

3. Condition of rip-rapped areas

4. Obstructions and undesirable vegetative growth

5. Scour at bridge piers, abutments and other adjacent property

6. Severity of erosion of berms and undesirable vegetative growth

7. Condition of cleared and snagged areas

8. Condition of fences and gates

F. A written report will be made of each inspection as provided in the O&M Agreement. A follow-up report will be provided when all corrective action has been accomplished.

G. The requirements will remain in effect until the expiration of the effective life of the measure based on a mutual determination of the Sponsors and the Service.

H. Service personnel will assist the Sponsors on annual and special inspections until such time as the State Conservationist determines that Service participation is no longer necessary. At this time, he will so notify the Sponsor in writing. This notice will constitute an amendment to the Plan.

I. Each sponsoring organization that has responsibility for O&M of any project measure will be furnished an Operation and Maintenance Handbook. The handbook is to acquaint Sponsors with the essentials of operating and maintaining their projects. The information and suggestions can help Sponsors understand the jobs and how to carry them out in a timely and efficient manner.

OPTION #1

Assumptions:

Combined System Revenue Requirement is **$8,592,137**

Residential Water and Sewer Rates remain at current

Collection Rate for Water and Sewer billing is 95%

Does **NOT** include a contingency allowance for unexpected system repairs

Minimun Bill based on 3,000 gallons for all customers

Proposed changes:

Establish Commercial Water Rate

Eliminate current Water Demand Fee[1] -current budget of $456,000

Establish Commercial Sewer Rate

Increase JCUA wastewater residential and commercial rate to recover JCUA cost

	Current		Proposed		Change
Residential Water Rate	$8.50	/ Kgal	$8.50	/ Kgal	$0.00
Commercial Water Rate	$8.50	/ Kgal	$12.35	/ Kgal	$3.85
Demand Fee[1]	$100/inch-meter size		$0.00		-$75 min
Residential Sewer Rate	$4.10	/ Kgal	$4.10	/ Kgal	$0.00
Commercial Sewer Rate	$4.10	/ Kgal	$6.40	/ Kgal	$2.30
JCUA Rate	$4.90	/ Kgal	$5.15	/ Kgal	$0.25
Combined Residential Rate	$17.50		$17.75		$0.25
Combined Commercial Rate [2]	$17.50		$23.90		$6.40
Based on 4,000 gallons, inside City limits					
Residential	$70.00		$71.00		$1.00
Commercial with 1" meter[3]	$170.00		$95.60		($74.40)

[1] Demand Fee is applied to all commercial accounts in FY17. This will be eliminated in FY18.

[2] Does not include Demand Fee (FY17) or Capacity Charge (FY18)

[3] Assumes 1 inch meter and Demand Fee of $100 (FY17)

OPTION #2

Assumptions:

Combined System Revenue Requirement is a minimum of **$8,592,137**

Residential Water and Sewer Rates remain at current

Collection Rate for Water and Sewer billing is 95%

Minimun Bill based on 3,000 gallons for all customers

Does not include a capacity charge for additional fire protection for Commercial properties

Proposed changes:

Eliminate current Water Demand Fee[1] -current budget of $456,000

Establish a Service Charge applied to all customers to offset cost of billing - $3.00/ month per account

Decrease Residential Water Rate to $7.50 per Kgal

Establish Commercial Water Rate of $12.10 /Kgal

Establish Commercial Sewer Rate of $6.60/Kgal

Increase JCUA wastewater residential and commercial rate to recover JCUA cost

Include a contingency allowance equal to 10% of O&M Expense for unanticipated system repairs

	Current		**Proposed**		**Change**
Residential Water Rate	$8.50	/ Kgal	$7.50	/ Kgal	($1.00)
Commercial Water Rate	$8.50	/ Kgal	$12.10	/ Kgal	$3.60
Demand Fee[1]	$100/inch-meter size		$0.00		-$75 min
Service Charge			$3.00		$3.00
Residential Sewer Rate	$4.10	/ Kgal	$4.10	/ Kgal	$0.00
Commercial Sewer Rate	$4.10	/ Kgal	$6.60	/ Kgal	$2.50
JCUA Rate	$4.90	/ Kgal	$5.15	/ Kgal	$0.25
Combined Residential Rate	$17.50		$16.75		($0.75)
Combined Commercial Rate [2]	$17.50		$23.85		$6.35
Based on 4,000 gallons, inside City limits, $3.00 Service Charge					
Residential[3]	$70.00		$70.00		$0.00
Commercial with 1" meter[4]	$170.00		$98.40		($71.60)

[1] Demand Fee is applied to all commercial accounts in FY17. This will be eliminated in FY18.

[2] Does not include Demand Fee (FY17) or Capacity Charge (FY18)

[3] Assumes $3.00 Service Charge (FY18)

[4] Assumes 1 inch meter, Demand Fee of $100 (FY17), and $3.00 Service Charge (FY18)

OPTION #3

Assumptions:

Combined System Revenue Requirement is a minimum of **$8,592,137**

Residential Water and Sewer Rates remain at current

Collection Rate for Water and Sewer billing is 95%

Minimun Bill based on 3,000 gallons for all customers

Proposed changes:

Eliminate current Water Demand Fee[1] -current budget of $456,000

Establish a Capacity Charge applied to Commercial customers using 10,000 gallons or more per month

Capacity Charge increases with usage from $50 to a maximum of $1,500/month[4]

Decrease Residential Water Rate to $8.25 per Kgal

Establish Commercial Water Rate of $8.50 /Kgal

Establish Commercial Sewer Rate of $6.25/Kgal

Increase JCUA wastewater residential and commercial rate to recover JCUA cost

Include a contingency allowance equal to 20% of O&M Expense for unanticipated system repairs

	Current		Proposed		Change
Residential Water Rate	$8.50	/ Kgal	$8.25	/ Kgal	($0.25)
Commercial Water Rate	$8.50	/ Kgal	$8.50	/ Kgal	$0.00
Demand Fee[1]	$100/inch-meter size		$0.00		-$75 min
Capacity Charge[4]			$50.00	min up to $1,500	
Residential Sewer Rate	$4.10	/ Kgal	$4.10	/ Kgal	$0.00
Commercial Sewer Rate	$4.10	/ Kgal	$6.25	/ Kgal	$2.15
JCUA Rate	$4.90	/ Kgal	$5.15	/ Kgal	$0.25
Combined Residential Rate	$17.50		$17.50		$0.00
Combined Commercial Rate [2]	$17.50		$19.90		$2.40
Based on 4,000 gallons, inside City limits					
Residential	$70.00		$70.00		$0.00
Based on 10,000 gallons, inside City limits, $50.00 Capacity Charge					
Commercial with 1" meter [3]	$275.00		$249.00		($26.00)

[1] Demand Fee is applied to all commercial accounts in FY17. This will be eliminated in FY18.

[2] Does not include Demand Fee (FY17) or Capacity Charge (FY18)

[3] Assumes 1 inch meter, Demand Fee of $100 (FY17), and Capacity Charge of $50 (FY18)

[4] Capacity charge table:

Usage	Capacity Charge	Est. Customers Impacted
0 to 9,999 gallons / month	$0.00	341
10,000 to 19,999 gallons/ month	$50.00	54
20,000 to 49,999 gallons/ month	$150.00	40
50,000 to 99,999 gallons/ month	$350.00	21
100,000 to 199,999 gallons/ month	$750.00	15
Greater than 200,000 gallons/ month	$1,500.00	18

WATER AND SEWER RATE STUDY

Gautier Public Works Department

August 2017

GAUTIER
MISSISSIPPI
Nature's Playground

WAGGONER
Inspire. Engage. Deliver.

OBJECTIVES

Evaluate the City's Water & Sewer Fund revenue over expenses.

Determine necessary and appropriate annual revenue target.

Evaluate FY17 rate adjustments to determine if they are producing necessary revenue.

Consider changes to FY17 rate structure that would relieve the cost burden on small commercial customers.

ADDITIONAL GOALS – INPUT FROM CITY LEADERS

Maintain same residential rate

Eliminate demand charge

Establish commercial sewer and water rates

Maintain revenue stream

RATE OPTIONS

ASSUMPTIONS

- Combined water and sewer system revenue requirement: $8,592,137 for FY18
- Retain existing residential water and sewer rates
- Eliminate existing water demand fee ($456,000 budgeted for FY17)
- Collection rate for water and sewer billing: 95%
- Minimum bill based on 3,000 gallons for all customers
- Establish commercial water and sewer rate
- Increase JCUA residential and commercial wastewater rate to cover increased JCUA fee for FY18

OPTION 1

	Current	Proposed
Residential Water Rate	$8.50/1,000 gal	$8.50/1,000 gal
Commercial Water Rate	$8.50/1,000 gal	$12.35/1,000 gal
Residential Sewer Rate	$4.10/1,000 gal	$4.10/1,000 gal
Commercial Sewer Rate	$4.10/1,000 gal	$6.40/1,000 gal
JCUA Rate	$4.90/1,000 gal	$5.15/1,000 gal
Combined Residential Rate	$17.50/1,000 gal	$17.75/1,000 gal
Combined Commercial Rate	$17.50/1,000 gal	$23.90/1,000 gal

OPTION 2

- Establish service charge of $3.00/month

	Current	Proposed
Residential Water Rate	$8.50/1,000 gal	$7.50/1,000 gal
Commercial Water Rate	$8.50/1,000 gal	$12.10/1,000 gal
Residential Sewer Rate	$4.10/1,000 gal	$4.10/1,000 gal
Commercial Sewer Rate	$4.10/1,000 gal	$6.60/1,000 gal
JCUA Rate	$4.90/1,000 gal	$5.15/1,000 gal
Service Charge	$0.00	$3.00
Combined Residential Rate	$17.50/1,000 gal	$16.75/1,000 gal
Combined Commercial Rate	$17.50/1,000 gal	$23.85/1,000 gal

OPTION 3

Establish water capacity charge for commercial users

	Current	Proposed
Residential Water Rate	$8.50/1,000 gal	$8.25/1,000 gal
Commercial Water Rate	$8.50/1,000 gal	$8.50/1,000 gal
Residential Sewer Rate	$4.10/1,000 gal	$4.10/1,000 gal
Commercial Sewer Rate	$4.10/1,000 gal	$6.25/1,000 gal
JCUA Rate	$4.90/1,000 gal	$5.15/1,000 gal
Capacity Charge - $50.00 to $1,500/month depending on usage		
Combined Residential Rate	$17.50/1,000 gal	$17.75/1,000 gal
Combined Commercial Rate	$17.50/1,000 gal	$19.90/1,000 gal

OPTION 3

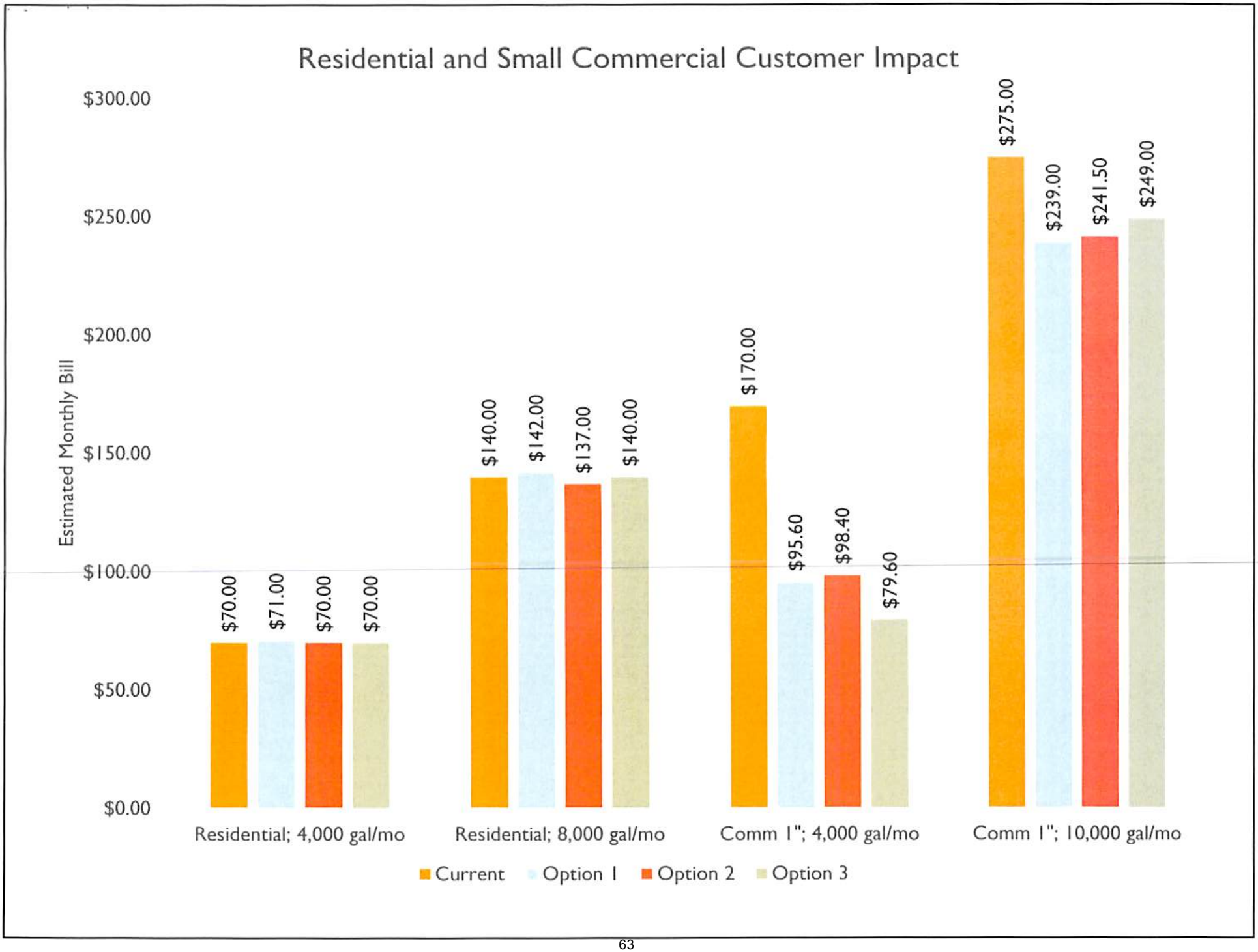
Capacity Charge		
Usage	Capacity Charge	Estimated Customers Impacted
0 to 9,999 gal/mo	$0.00	341
10,000 to 19,999 gal/mo	$50.00	54
20,000 to 49,999 gal/mo	$150.00	40
50,000 to 99,999 gal/mo	$350.00	21
100,000 to 199,999 gal/mo	$750.00	15
Greater than 200,000 gal/mo	$1,500.00	18

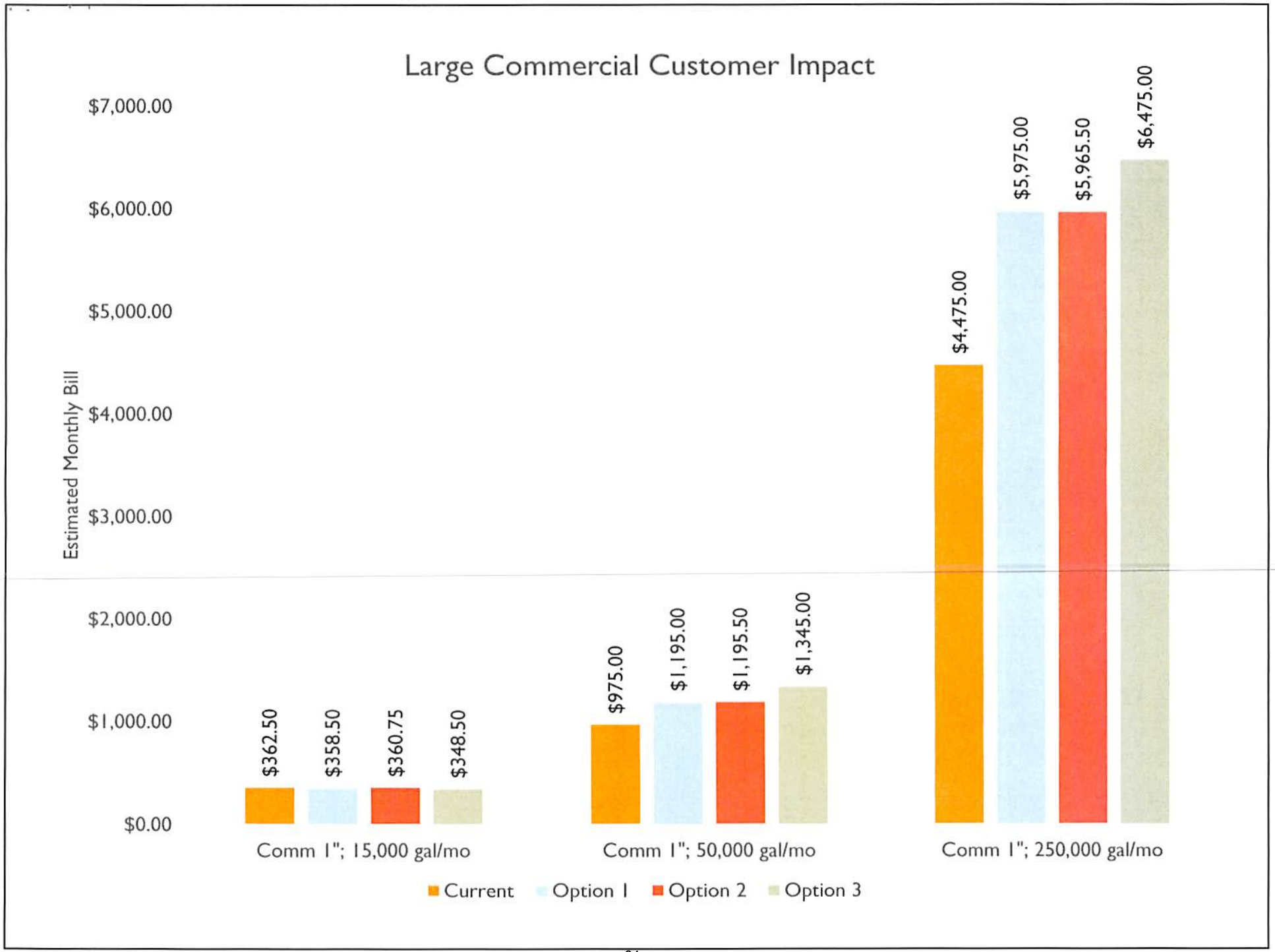
RATE OPTION COMPARISON

		FY 2017	FY 2018	FY 2018	FY 2018	
		Current	Option #1	Option #2	Option #3	how applied
Base Fee		$0.00	$0.00	$3.00	$0.00	per month
Water	Residential Rate	$8.50	$8.50	$7.50	$8.25	per 1000gal
Water	Commercial Rate	$8.50	$12.35	$12.10	$8.50	per 1000gal
Water	Commercial Capacity Charge	$0.00	$0.00	$0.00	$50 to $1500/mo	depending on usage
Water	Commercial Demand Fee	$100.00	$0.00	$0.00	$0.00	for 1" meter
Sewer	Residential Rate	$4.10	$4.10	$4.10	$4.10	per 1000gal
Sewer	Residential JCUA Rate	$4.90	$5.15	$5.15	$5.15	per 1000gal
Sewer	Commercial Rate	$4.10	$6.40	$6.60	$6.25	per 1000gal
Sewer	Commercial JCUA Rate	$4.90	$5.15	$5.15	$5.15	per 1000gal
Anticipated Annual Revenue		$8,300,000	$8,700,000	$8,700,000	$9,000,000	
Indirect Charges in Budget		$0	$500,000	$500,000	$500,000	

IMPACT ON CUSTOMERS

			FY 2017	FY 2018	FY 2018	FY 2018
Impact on Customers			Current	Option #1	Option #2	Option #3
Residential	4,000	gal/mo	$70.00	$71.00	$70.00	$70.00
Residential	8,000	gal/mo	$140.00	$142.00	$137.00	$140.00
Comm 1"	4,000	gal/mo	$170.00	$95.60	$98.40	$79.60
Comm 1"	10,000	gal/mo	$275.00	$239.00	$241.50	$249.00
Comm 1"	15,000	gal/mo	$362.50	$358.50	$360.75	$348.50
Comm 1"	50,000	gal/mo	$975.00	$1,195.00	$1,195.50	$1,345.00
Comm 1"	250,000	gal/mo	$4,475.00	$5,975.00	$5,965.50	$6,475.00


Residential and Small Commercial Customer Impact
Estimated Monthly Bill
$300.00
$250.00
$200.00
$150.00
$100.00
$50.00
$0.00
$70.00
$71.00
$70.00
$70.00
$140.00
$142.00
$137.00
$140.00
$170.00
$95.60
$98.40
$79.60
$275.00
$239.00
$241.50
$249.00
Residential; 4,000 gal/mo
Residential; 8,000 gal/mo
Comm 1"; 4,000 gal/mo
Comm 1"; 10,000 gal/mo
Current
Option 1
Option 2
Option 3


Large Commercial Customer Impact
Estimated Monthly Bill
$7,000.00
$6,000.00
$5,000.00
$4,000.00
$3,000.00
$2,000.00
$1,000.00
$0.00
$362.50
$358.50
$360.75
$348.50
$975.00
$1,195.00
$1,195.50
$1,345.00
$4,475.00
$5,975.00
$5,965.50
$6,475.00
Comm 1"; 15,000 gal/mo
Comm 1"; 50,000 gal/mo
Comm 1"; 250,000 gal/mo
Current
Option 1
Option 2
Option 3

COMPARISON TO SURROUNDING CITIES FOR RESIDENTIAL CUSTOMERS

Based on 4,000 gallons/month

City	Water	Sewer	Total
D'Iberville	$17.50	$32.22	$49.72
Ocean Springs	$11.87	$41.62	$53.49
JCUA	$16.00	$43.50	$59.50
Pascagoula	$19.21	$43.78	$62.99
Gulfport	$29.50	$35.99	$65.49
Gautier current	$34.00	$36.00	$70.00
Gautier #2	$30.00	$40.00	$70.00
Gautier #3	$33.00	$37.00	$70.00
Gautier #1	$34.00	$37.00	$71.00
WJCUD	$23.50	$53.20	$76.70
Moss Point	$25.90	$90.53	$116.43
Biloxi	$71.78	$71.78	$143.56

COMPARISON TO SURROUNDING CITIES FOR COMMERCIAL CUSTOMERS

Based on 4,000 gallons/month
with a 1" connection

City	Water	Sewer	Total
Ocean Springs	$21.17	$41.62	$62.79
Gulfport	$29.50	$35.99	$65.49
Pascagoula	$19.21	$52.54	$71.75
D'Iberville	$29.05	$46.46	$75.51
JCUA	$26.50	$50.00	$76.50
Gautier #3	$34.00	$45.60	$79.60
Gautier #1	$49.40	$46.20	$95.60
Gautier #2	$48.40	$50.00	$98.40
WJCUD	$38.50	$75.60	$114.10
Moss Point	$25.90	$90.53	$116.43
Biloxi	$71.78	$71.78	$143.56
Gautier current	$134.00	$36.00	$170.00

QUESTIONS

PROPOSED COMBINED SYSTEM RATE - FY 2018
Option #3

	Adopted FY 2017	Est. Actual FY 2017	Proposed 2018
REVENUE REQUIREMENTS FOR DEBT SERVICE OBLIGATIONS			
GUD Refunding Bonds, Series 2012	1,400,500	1,400,500	1,396,350
MDB Special Obligation Bonds, Series 2013 (100%)	265,306	265,306	266,256
TOTAL DEBT SERVICE OBLIGATIONS:	$1,665,806	$1,665,806	$1,662,606
REVENUE REQUIREMENTS FOR OPERATIONS & MAINTENANCE EXPENSES			
Administrative (CWS)	2,621,143	2,621,143	2,672,072
Water/Sewer Operation & Maintenance	837,000	837,000	860,500
Jackson County Utility Authority	2,157,216	2,157,216	2,088,384
Indirect Charges	0	0	500,000
TOTAL OPERATION & MAINTENANCE EXPENSE:	$5,615,359	$5,615,359	$6,120,956
TOTAL REVENUE REQUIREMENTS			
Revenue required for Debt Service:	1,665,806	1,665,806	1,662,606
Revenue required for Operation & Maintenance:	5,615,359	5,615,359	6,120,956
TOTAL REVENUE REQUIREMENTS:	$7,281,165	$7,281,165	$7,783,562

DETERMINATION OF REVENUE TO BE DERIVED FROM WATER USER CHARGE:

OPERATING REVENUES BASED ON CHARGEABLE CONSUMPTION (Kgal):

			Prev. 12 months ending June
Chargeable Consumption (Water)	**426,639**	**419,679**	**419,679**
Chargeable Consumption (Sewer)	**426,639**	**406,656**	**406,656**
FY 2017: Water Revenue	**$3,626,432**	**$3,567,275**	
Sewer Revenue	**$1,749,220**	**$1,667,291**	
JCUA Revenue	**$2,090,531**	**$1,992,616**	
FY 2018: Water Revenue			**$3,713,534**
Sewer Revenue			**$1,935,704**
JCUA Revenue			**$2,094,280**

SOURCES OF ADDITIONAL INCOME:

Interest Earnings	1,000	1,000	1,000
Other Revenue	500,000	500,000	500,000
Demand Charge	456,000	456,000	**0**

Service Connections	75,000	75,000	75,000
Sales Tax Payments	60,000	60,000	60,000
Transfer in from General Fund	0	0	0
Transfer in from Solid Waste	0	0	0
Capacity Charge			**619,020**
Service Charge			**0**
TOTAL SOURCES OF ADDITIONAL INCOME:	$1,092,000	$1,092,000	$1,255,020
TOTAL REVENUES:			
User Charge Revenues:	$7,466,183	$7,227,182	$7,743,519
Sources of Additional Income:	1,092,000	1,092,000	1,255,020
TOTAL REVENUES:	$8,558,183	$8,319,182	$8,998,539
NET REVENUES (Total Revenues less O & M)	$2,942,824	$2,703,823	$2,877,583
DEBT SERVICE COVERAGE RATIO: Net Revenues / Total Debt Service	**1.77**	**1.62**	**1.73**
		(ratio must be > **1.20**)	
REVENUES REQUIRED FOR DISCRETIONARY DEBT SERVICE:			
MSDH SRF Loan Repayment:	179,220	179,220	179,220
MDEQ SRF Loan Repayment:	341,905	341,905	341,905
BancorpSouth Loan Repayment:	287,450	287,450	287,450
Transfer to General Fund :	200,000	200,000	0
CIP & Contingency Allocation:	0	0	**180,000**
TOTAL:	$1,008,575	$1,008,575	$988,575
REVENUES WHICH MUST BE DERIVED FROM SYSTEM USER CHARGE:			
Debt Service Obligations:	$1,665,806	$1,665,806	$1,662,606
Operation & Maintenance Revenue Requirements:	$5,615,359	$5,615,359	$6,120,956
Discretionary Debt Service:	$1,008,575	$1,008,575	$988,575
REQUIRED REVENUE TO BE DERIVED FROM SYSTEM USER CHARGE:	$8,289,740	$8,289,740	$8,772,137

Evaluation of Required User Rate:

BALANCE FORWARD:				
Applied Fund Balance		**$0**	**$0**	**$0**
TOTAL REVENUE:		$8,558,183	$8,319,182	$8,998,539
REQUIRED REVENUE:		$8,289,740	$8,289,740	$8,772,137
	Favorable / (Unfavorable)	$268,442	$29,441	$226,401
RATE TEST:	Total Revenues / Required Revenue	1.03	1.00	1.03

PROPOSED COMBINED SYSTEM RATE - FY 2018
Option #2

	Adopted FY 2017	Est. Actual FY 2017	Proposed 2018
REVENUE REQUIREMENTS FOR DEBT SERVICE OBLIGATIONS			
GUD Refunding Bonds, Series 2012	1,400,500	1,400,500	1,396,350
MDB Special Obligation Bonds, Series 2013 (100%)	265,306	265,306	266,256
TOTAL DEBT SERVICE OBLIGATIONS:	$1,665,806	$1,665,806	$1,662,606
REVENUE REQUIREMENTS FOR OPERATIONS & MAINTENANCE EXPENSES			
Administrative (CWS)	2,621,143	2,621,143	2,672,072
Water/Sewer Operation & Maintenance	837,000	837,000	860,500
Jackson County Utility Authority	2,157,216	2,157,216	2,088,384
Indirect Charges	0	0	500,000
TOTAL OPERATION & MAINTENANCE EXPENSE	$5,615,359	$5,615,359	$6,120,956
TOTAL REVENUE REQUIREMENTS			
Revenue required for Debt Service:	1,665,806	1,665,806	1,662,606
Revenue required for Operation & Maintenance:	5,615,359	5,615,359	6,120,956
TOTAL REVENUE REQUIREMENTS:	$7,281,165	$7,281,165	$7,783,562

DETERMINATION OF REVENUE TO BE DERIVED FROM WATER USER CHARGE:

OPERATING REVENUES BASED ON CHARGEABLE CONSUMPTION (Kgal):

		Prev. 12 months ending June	
Chargeable Consumption (Water)	**426,639**	**419,679**	**419,679**
Chargeable Consumption (Sewer)	**426,639**	**406,656**	**406,656**
FY 2017: Water Revenue	**$3,626,432**	**$3,567,275**	
Sewer Revenue	**$1,749,220**	**$1,667,291**	
JCUA Revenue	**$2,090,531**	**$1,992,616**	
FY 2018: Water Revenue			**$3,740,267**
Sewer Revenue			**$1,979,400**
JCUA Revenue			**$2,094,280**

SOURCES OF ADDITIONAL INCOME:

Interest Earnings	1,000	1,000	1,000
Other Revenue	500,000	500,000	500,000
Demand Charge	456,000	456,000	**0**

Service Connections	75,000	75,000	75,000
Sales Tax Payments	60,000	60,000	60,000
Transfer in from General Fund	0	0	0
Transfer in from Solid Waste	0	0	0
Service Charge			**240,000**
TOTAL SOURCES OF ADDITIONAL INCOME:	$1,092,000	$1,092,000	$876,000

TOTAL REVENUES:

User Charge Revenues:	$7,466,183	$7,227,182	$7,813,946
Sources of Additional Income:	1,092,000	1,092,000	876,000
TOTAL REVENUES:	$8,558,183	$8,319,182	$8,689,946
NET REVENUES (Total Revenues less O & M)	$2,942,824	$2,703,823	$2,568,990

DEBT SERVICE	Net Revenues	**1.77**	**1.62**	**1.55**
COVERAGE RATIO:	Total Debt Service		(ratio must be > **1.20**)	

REVENUES REQUIRED FOR DISCRETIONARY DEBT SERVICE:

MSDH SRF Loan Repayment:	179,220	179,220	179,220
MDEQ SRF Loan Repayment:	341,905	341,905	341,905
BancorpSouth Loan Repayment:	287,450	287,450	287,450
Transfer to General Fund :	200,000	200,000	0
CIP & Contingency Allocation:	0	0	**90,000**
TOTAL:	$1,008,575	$1,008,575	$898,575

REVENUES WHICH MUST BE DERIVED FROM SYSTEM USER CHARGE:

Debt Service Obligations:	$1,665,806	$1,665,806	$1,662,606
Operation & Maintenance Revenue Requirements:	$5,615,359	$5,615,359	$6,120,956
Discretionary Debt Service:	$1,008,575	$1,008,575	$898,575
REQUIRED REVENUE TO BE DERIVED FROM SYSTEM USER CHARGE:	$8,289,740	$8,289,740	$8,682,137

Evaluation of Required User Rate:

BALANCE FORWARD:				
Applied Fund Balance		**$0**	**$0**	**$0**
TOTAL REVENUE:		$8,558,183	$8,319,182	$8,689,946
REQUIRED REVENUE:		$8,289,740	$8,289,740	$8,682,137
	Favorable / (Unfavorable)	$268,442	$29,441	$7,809
RATE TEST:	Total Revenues / Required Revenue	1.03	1.00	1.00

PROPOSED COMBINED SYSTEM RATE - FY 2018
Option #1

	Adopted FY 2017	Est. Actual FY 2017	Proposed 2018
REVENUE REQUIREMENTS FOR DEBT SERVICE OBLIGATIONS			
GUD Refunding Bonds, Series 2012	1,400,500	1,400,500	1,396,350
MDB Special Obligation Bonds, Series 2013 (100%)	265,306	265,306	266,256
TOTAL DEBT SERVICE OBLIGATIONS:	$1,665,806	$1,665,806	$1,662,606
REVENUE REQUIREMENTS FOR OPERATIONS & MAINTENANCE EXPENSES			
Administrative (CWS)	2,621,143	2,621,143	2,672,072
Water/Sewer Operation & Maintenance	837,000	837,000	860,500
Jackson County Utility Authority	2,157,216	2,157,216	2,088,384
Indirect Charges	0	0	500,000
TOTAL OPERATION & MAINTENANCE EXPENSE	$5,615,359	$5,615,359	$6,120,956
TOTAL REVENUE REQUIREMENTS			
Revenue required for Debt Service:	1,665,806	1,665,806	1,662,606
Revenue required for Operation & Maintenance:	5,615,359	5,615,359	6,120,956
TOTAL REVENUE REQUIREMENTS:	$7,281,165	$7,281,165	$7,783,562

DETERMINATION OF REVENUE TO BE DERIVED FROM WATER USER CHARGE:

OPERATING REVENUES BASED ON CHARGEABLE CONSUMPTION (Kgal):

		Prev. 12 months ending June	
Chargeable Consumption (Water)	**426,639**	**419,679**	**419,679**
Chargeable Consumption (Sewer)	**426,639**	**406,656**	**406,656**
FY 2017: Water Revenue	**$3,626,432**	**$3,567,275**	
Sewer Revenue	**$1,749,220**	**$1,667,291**	
JCUA Revenue	**$2,090,531**	**$1,992,616**	
FY 2018: Water Revenue			**$4,063,315**
Sewer Revenue			**$1,954,431**
JCUA Revenue			**$2,094,280**

SOURCES OF ADDITIONAL INCOME:

Interest Earnings	1,000	1,000	1,000
Other Revenue	500,000	500,000	500,000
Demand Charge	456,000	456,000	0

Service Connections	75,000	75,000	75,000
Sales Tax Payments	60,000	60,000	60,000
Transfer in from General Fund	0	0	
Transfer in from Solid Waste	0	0	0
Fire Protection Fees			
TOTAL SOURCES OF ADDITIONAL INCOME:	$1,092,000	$1,092,000	$636,000
TOTAL REVENUES:			
User Charge Revenues:	$7,466,183	$7,227,182	$8,112,026
Sources of Additional Income:	1,092,000	1,092,000	636,000
TOTAL REVENUES:	$8,558,183	$8,319,182	$8,748,026
NET REVENUES (Total Revenues less O & M)	$2,942,824	$2,703,823	$2,627,070
DEBT SERVICE COVERAGE RATIO: Net Revenues / Total Debt Service	**1.77**	**1.62**	**1.58**
		(ratio must be > **1.20**)	
REVENUES REQUIRED FOR DISCRETIONARY DEBT SERVICE:			
MSDH SRF Loan Repayment:	179,220	179,220	179,220
MDEQ SRF Loan Repayment:	341,905	341,905	341,905
BancorpSouth Loan Repayment:	287,450	287,450	287,450
Transfer to General Fund :	200,000	200,000	0
CIP & Contingency Allocation:	0	0	0
TOTAL:	$1,008,575	$1,008,575	$808,575
REVENUES WHICH MUST BE DERIVED FROM SYSTEM USER CHARGE:			
Debt Service Obligations:	$1,665,806	$1,665,806	$1,662,606
Operation & Maintenance Revenue Requirements:	$5,615,359	$5,615,359	$6,120,956
Discretionary Debt Service:	$1,008,575	$1,008,575	$808,575
REQUIRED REVENUE TO BE DERIVED FROM SYSTEM USER CHARGE:	$8,289,740	$8,289,740	$8,592,137

Evaluation of Required User Rate:

BALANCE FORWARD:				
Applied Fund Balance		**$0**	**$0**	**$0**
TOTAL REVENUE:		$8,558,183	$8,319,182	$8,748,026
REQUIRED REVENUE:		$8,289,740	$8,289,740	$8,592,137
	Favorable / (Unfavorable)	$268,442	$29,441	$155,889
RATE TEST:	Total Revenues / Required Revenue	1.03	1.00	1.02

Councilman Colledge made the motion to suspend Roberts Rules of Order.

Councilwoman Martin seconded the motion and the vote unanimously carried. Councilman George was absent.

Council discussed the FY 2018 Budget.

Councilman Colledge made a motion to reimplement Roberts Rule of Order.

Councilwoman Martin seconded the motion and the vote unanimously carried. Councilman George was absent.

Councilman Colledge made a motion to approve the publication for the City of Gautier budget year 2017-2018.

Councilwoman Martin seconded the motion and the vote unanimously carried. Councilman George was absent.

Councilman Vaughan made the motion to recess until August 31, 2017 at 6:00pm.

Councilwoman Martin seconded the motion and the vote unanimously carried. Councilman George was absent.

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 September 19, 2017.

Tuesday
August 31, 2017
Gautier, Mississippi

BE IT REMEMBERED THAT A BUDGET MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held August 31, 2017 at 6:00 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier, Mississippi.

Those present were Mayor Phil Torjusen, Council Members, Richard Jackson, Casey Vaughan, Rusty Anderson, and Adam Colledge. Also present were Paula Yancey, City Manager; and Cynthia Russell , City Clerk and other concerned citizens. Absent were Councilwoman Martin, Councilman George and City Attorney Josh Danos.

AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
August 31, 2017 @ 6:00 PM

I. Call to Order

1. **Prayer**

2. **Pledge of Allegiance**

II. Agenda Order Approval

III. Announcements

1. **Office closed Monday, September 4, 2017 in observance of Labor Day.**

IV. Business Agenda

1. **Approval of Proclamation of Local Emergency and Continuation Thereof relating to Hurricane Harvey.**

2. **Discuss FY 2018 Budget.**

V. Consent Agenda (None)

VI. Study Agenda (None)

Adjourn until September 5, 2017 @ 6:30 PM
www.gautier-ms.gov

Councilman Colledge made the motion to approve the agenda order.

Councilman Anderson seconded the motion and the vote carried. Absent were Councilwoman Martin and Councilman George.

Announcements

1. Office closed Monday, September 4, 2017 in observance of Labor Day.

TO THE OFFICERS AND EMPLOYEES OF THE STATE OF MISSISSIPPI:

WHEREAS, the Legislature has designated the first Monday in September as the day for the observance of Labor Day, and under the provisions of Section 3-3-7, Mississippi Code of 1972, is a legal holiday in the State of Mississippi;

THEREFORE, all officers and employees of the State of Mississippi are authorized and empowered, at the discretion of the executive head of the department or agency, to close their respective offices in observance of the holiday on

MONDAY, SEPTEMBER 4, 2017

GIVEN under my hand and seal of office at Jackson, Mississippi, this the 7th day of August, 2017.

C. Delbert Hosemann, Jr.

C. DELBERT HOSEMANN, JR.
SECRETARY OF STATE
STATE OF MISSISSIPPI

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

RESOLUTION NUMBER 029-2017
PROCLAMATION OF THE EXISTENCE OF A LOCAL EMERGENCY,
AND CONTINUATION THEREOF RELATING TO HURRICANE HARVEY

WHEREAS, on August 24, 2017, conditions of extreme peril to the safety of persons and property have arisen within the City of Gautier, Mississippi; and

WHEREAS, at the time of this proclamation, a severe storm (otherwise known as Hurricane Harvey) has been moving along the Gulf Coast of the United States, bringing with it heavy rain and flood threat; and

WHEREAS, the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency in order to provide for the health and safety of the citizens and the protection of their property within the affected jurisdiction; and

WHEREAS, on August 24, 2017, Mayor, Phil Torjusen, on behalf of the City of Gautier, Mississippi proclaimed that a local emergency had arisen as a result of the above; and

WHEREAS, the Mayor and Members of the Council of the City of Gautier, Mississippi find and determine that the public interest requires that a state of local emergency be declared as authorized by law;

NOW, THEREFORE, pursuant to Miss. Code Ann. 33-15-17, the Mayor and Members of the Council of the City of Gautier, Mississippi, hereby proclaim, and approve the Mayor's proclamation, that a local emergency exists in the City of Gautier, Mississippi as of the 24th day of August 2017; and

BE IT FURTHER PROCLAIMED, that the City shall exercise all powers and authority granted unto it under the laws of the State of Mississippi to address this emergency; and

BE IT FURTHER PROCLAIMED, that this state of local emergency shall continue until the next regular meeting of the City Council of the City of Gautier, Mississippi, wherein the same may be ratified, extended, or terminated, if necessary, as provided in the aforesaid statue.

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

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

NAYS: **None**

ABSENT: **Mary Martin**
Cameron George

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 31, 2017.

Councilman Colledge made the motion to suspend Roberts Rules of Order.

Councilman Vaughan seconded the motion and the vote unanimously carried. Councilwoman Martin and Councilman George were absent.

Council discussed the FY 2018 Budget.

Councilman George arrived at 6:10pm to the council meeting.

Councilman Colledge made a motion to reimplement Roberts Rule of Order.

Councilman Vaughan seconded the motion and the vote unanimously carried. Councilwoman Martin was absent.

Councilman Vaughan made the motion to adjourn until September 5, 2017 at 6:30pm.

Councilman Jackson seconded the motion and the vote unanimously carried. Councilwoman Martin was absent.

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 September 19, 2017.

Tuesday
September 5, 2017
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 September 5, 2017 at 6:30 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier, Mississippi.

Those present were Mayor Phil Torjusen, Council Members, Mary Martin, Cameron George, Richard Jackson, Casey Vaughan, Rusty Anderson, and Adam Colledge. Also present were Paula Yancey, City Manager; Cynthia Russell, City Clerk and Josh Danos, City Attorney and other concerned citizens.

AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
September 5, 2017 @ 6:30 PM

I. Call to Order

1. **Prayer**

2. **Pledge of Allegiance**

II. Agenda Order Approval

III. Announcements

1. **City of Gautier's 2nd Saturday Farmers Market September 9th 8:00 A.M. - 12:00 P.M. George Martin City Park.**

2. **City of Gautier's Cruisin' Through the Decades October 1, 2017 11:00 A.M. - 5:00 P.M.**

3. **Mississippi Masterpieces Art and Songwriting Contest.**

4. **The City of Gautier will be collecting emergency relief supplies for the victims of Hurricane Harvey. For more information citizens may contact: Central Fire**

Station at 228-497-1656, Councilman Casey Vaughan 228-297-3063, Councilman Adam Colledge 228-861-8158, and Councilman Rusty Anderson 228-218-9483.

IV. Presentation Agenda

1. **Mississippi Maritime Museum presentation.**

V. Business Agenda

1. **Receive and Accept Audited Financial Statements for the year ended September 30, 2016.**

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

2. **Conduct public hearing for FY 2018 Budget.**

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

3. **Approval of Resolution setting FY 2018 Tax Levy.**

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

4. **Approval to renew the Self Funded Health Insurance Plan for FY 2018.**

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

5. **Approval to renew the Commercial Property and Casualty Insurance for FY 2018 and enter into an agreement with Hub International to serve as the city's Broker of Record.**

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

6. **Approval of Docket of Claims.**

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

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

1. **Approval of a resolution removing equipment from Police Department inventory and declaring the equipment surplus.**

2. **Approval of State Rental Agreement with RJ Young for the rental of a Ricoh Copier MP C2504EX for the Police Department Criminal Investigations.**

3. **Receive June and July 2017 Finance Reports.**

4. **Approval to accept monetary donations for The City of Gautier's Cruisin' Through the Decades Event.**

5. **Approval of a Use of Construction Equipment Agreement between the City of Gautier and Brock Services, LLC for the Cruisin' Through the Decades Event.**

6. **Authorization for the City Manager to seek assistance from Jackson County Board of Supervisors for assistance with replacing and repairing the field lights at the City of Gautier's Bacot Park Sports Facility on Ladnier Road.**

7. **Approval of a request to waive rental and deposit fees at George Martin City Park Pavilion A for First United Methodist Church of Gautier's Bark in the Park & Blessing of Pets Event.**

8. **Approval of an agreement between the City of Gautier and Elektra-Tech Entertainment to provide sound and production services for the City of Gautier's one day Cruisin' Through the Decades Event.**

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 September 12, 2017 @ 6:00 P.M.
www.gautier-ms.gov

Councilman Vaughan made the motion to approve the agenda order as follows:

1. Pull Consent Agenda Item #7 - Approval of a request to waive rental and deposit fees at George Martin City Park Pavilion A for First United Methodist Church of Gautier's Bark in the Park & Blessing of Pets Event.

Councilwoman Martin seconded the motion and the vote carried unanimously.

Announcements

1. City of Gautier's 2nd Saturday Farmers Market September 9th 8:00 A.M. - 12:00 P.M. George Martin City Park.
2. City of Gautier's Cruisin' Through the Decades October 1, 2017 11:00 A.M. - 5:00 P.M.
3. Mississippi Masterpieces Art and Songwriting Contest.
4. The City of Gautier will be collecting emergency relief supplies for the victims of Hurricane Harvey. For more information citizens may contact: Central Fire Station at 228-497-1656, Councilman Casey Vaughan 228-297-3063, Councilman Adam Colledge 228-861-8158, and Councilman Rusty Anderson 228-218-9483.

Presentation

1. Mississippi Maritime Museum presentation.

GAUTIER
MISSISSIPPI

Nature's Playground

2nd Saturday Farmers MARKET

FARMERS MARKET

FARM FRESH

MAY — OCTOBER
2ND SATURDAY MONTHLY
8:00 A.M. UNTIL 12:00 P.M.
GEORGE MARTIN CITY PARK

902 DE LA POINTE DR.

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

CITY OF GAUTIER'S

GAUTIER
MISSISSIPPI
Nature's Playground

Cruisin'

21st Annual Cruisin' The Coast
Mississippi Gulf Coast
October 1-8 2017

THROUGH THE DECADES

CALLING ALL CAR ENTHUSIASTS!

RESERVED PARKING & CRUISIN' LANE FOR ALL CRUISERS

FREE CAR SHOW

ALL MAKES MODELS AND YEARS WELCOME
MUTIPLE PEOPLES CHOICE TROPHIES FOR CARS AND BIKES

CAR SHOW

LIVE MUSIC

Good Food

OCTOBER 1, 2017

11:00 A.M. - 5:00 P.M.

DOLPHIN DRIVE GAUTIER

For More Information Call Gautier City Hall 228-497-8000

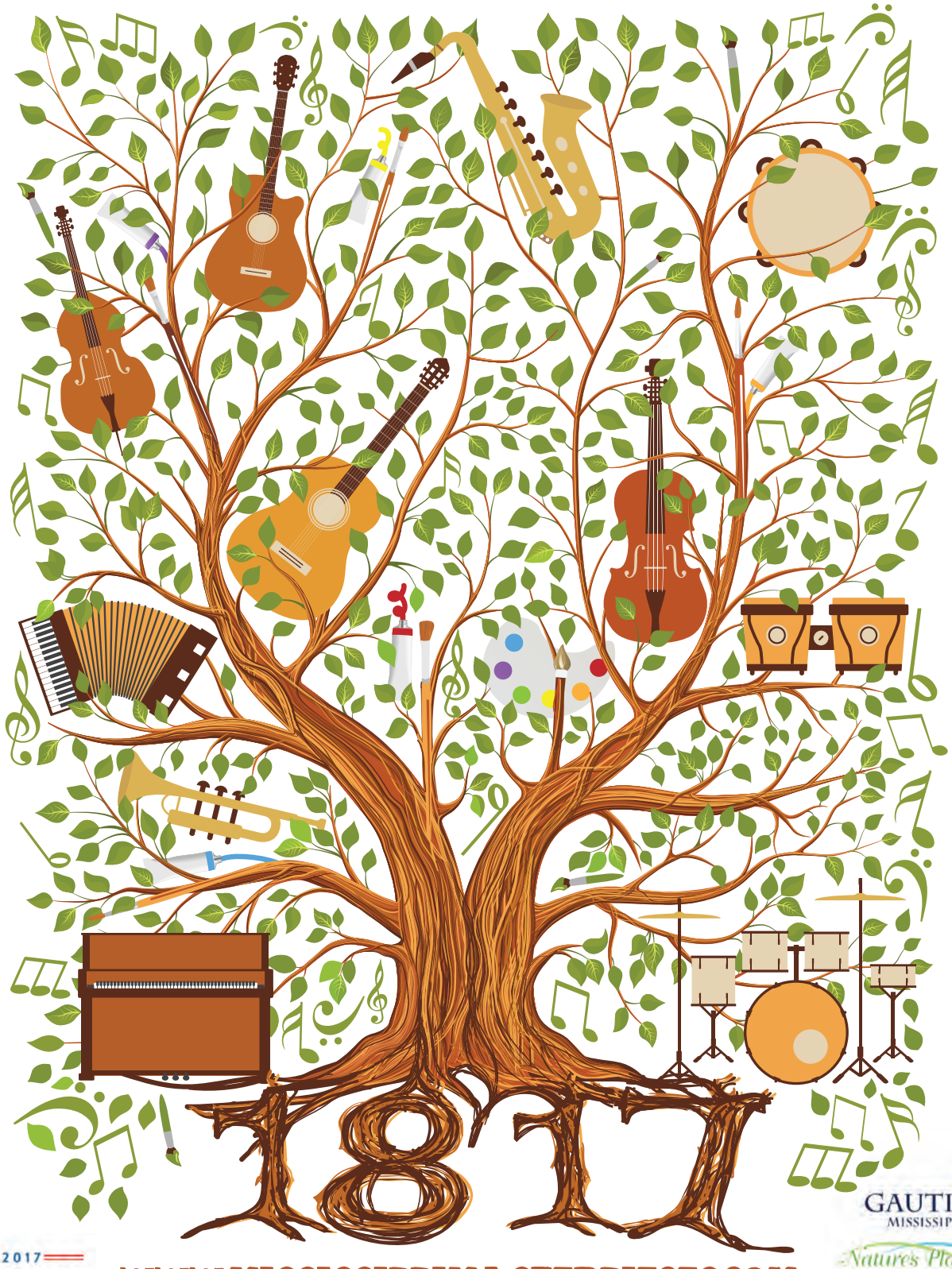
Facebook - City of Gautier Recreation & Community Events

The City Of Gautier Presents

MISSISSIPPI MASTERPIECES

ART AND SONGWRITING CONTEST

Exploring Our Southern Roots Through Art And Music



1817 2017 MISSISSIPPI CELEBRATING 200 YEARS

WWW.MISSISSIPPIMASTERPIECES.COM

This official bicentennial project was made possible by a grant from the Mississippi Humanities Council, through support from the Mississippi Development Authority.

GAUTIER MISSISSIPPI

Nature's Playground

MississippiHumanities

Contact
Jason D. Pugh
HR Director/Public Information Officer
Office: (228) 497-8000
Email: hr@gautier-ms.gov

3330 Highway 90
Gautier, Mississippi 39553
www.gautier-ms.gov

CITY OF GAUTIER

PRESS RELEASE

Gautier, Mississippi; August 29, 2017: The City of Gautier will be collecting emergency relief supplies for the victims of Hurricane Harvey.

Gautier, Miss.,– The City of Gautier will be collecting emergency relief supplies to deliver to the storm damaged areas in the aftermath of Hurricane Harvey. Items needed will be cleaning supplies, water, tools, personal hygiene items and any other items that will assist the storm victims in their recovery efforts. Please "NO" clothing items at this time.

FEMA representatives have recently stated that the influx of donations was the second "disaster" for these victims. They are asking people to please wait until the storm was over to allow them time to find a place to store donations and become organized in that regard. The City intends on helping these victims and paying it forward by starting a disaster relief Hurricane Harvey collection drive in a manner that will truly be helpful and not pose a bigger burden to these victims. After the storm has made its final landfall, the City of Gautier will determine the area that it will adopt based on damages sustained by Hurricane Harvey

Drop off locations in the City of Gautier will be:

- **Gautier City Hall at 3330 Hwy. 90**
- **Gautier Fire Station (Central) at 2502 College Dr.**
- **Gautier Fire Station (North) at 7511 Martin Bluff Rd.**
- **Gautier Fire Station (South) at 1905 Ladnier Rd.**
- **Gautier Fire Station (West) at 6200 Brown Rd.**
- **Gautier Police Department at 3329 Hwy. 90**
- **Clearwater Solutions Office at 3305 Gautier Vancleave Rd.**
- **Coldwell Banker Smith Homes, Realtors at 2004 Highway 90**

For more information citizens may contact Central Fire Station at 228-497-1656, Councilman Casey Vaughan 228-297-3063, Councilman Adam Colledge 228-861-8158, Councilman Rusty Anderson 228-218-9483.

FOR IMMEDIATE RELEASE, AUGUST 29, 2017

DISASTER RELIEF

HURRICANE HARVEY
COLLECTION DRIVE

ITEMS NEEDED:

* Bottled Water
* Baby items: Diapers, Wipes, formula, Baby Food, etc.
* Cleaning Supplies
* Gatorade
* Paper Towels
* Plastic eating utensils, plates, & cups
* Tarps
* Latex gloves
* Garbage bags
* New Rubber boots

Drop off locations in the City of Gautier will be:

- Gautier City Hall at 3330 Hwy. 90
- Gautier Fire Station (Central) at 2502 College Dr.
- Gautier Fire Station (North) at 7511 Martin Bluff Rd.
- Gautier Fire Station (South) at 1905 Ladnier Rd.
- Gautier Fire Station (West) at 6200 Brown Rd.
- Gautier Police Department at 3329 Hwy. 90
- Clearwater Solutions Office at 3305 Gautier Vancleave Rd.
- Coldwell Banker Smith Homes, Realtors at 2004 Highway 90

For more information citizens may contact Central Fire Station at 228-497-1656, Councilman Casey Vaughan 228-297-3063, Councilman Adam Colledge 228-861-8158, & Councilman Rusty Anderson 228-218-9483.

VISIT CITY OF GAUTIER ON FACEBOOK FOR UPDATES & DETAILS.

GAUTIER
MISSISSIPPI
Nature's Playground

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

ORDER NUMBER 172-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Audited Financial Statements and Special Reports for the Year Ended September 30, 2016 is hereby received and accepted.

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

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

AYES: **Phil Torjusen**
Mary Martin
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 September 5, 2017.

CITY OF GAUTIER, MISSISSIPPI

Audited Financial Statements and Special Reports

For the Year Ended September 30, 2016

CITY OF GAUTIER, MISSISSIPPI
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INTRODUCTORY SECTION

GAUTIER
MISSISSIPPI
Nature's Playground

ELECTED OFFICIALS
As of September 30, 2016

Gordon Gollott
Mayor

Mary Martin
Councilwoman At-Large

Johnny Jones
Councilman, Ward 1

Hurley Ray Guillotte
Councilman, Ward 2

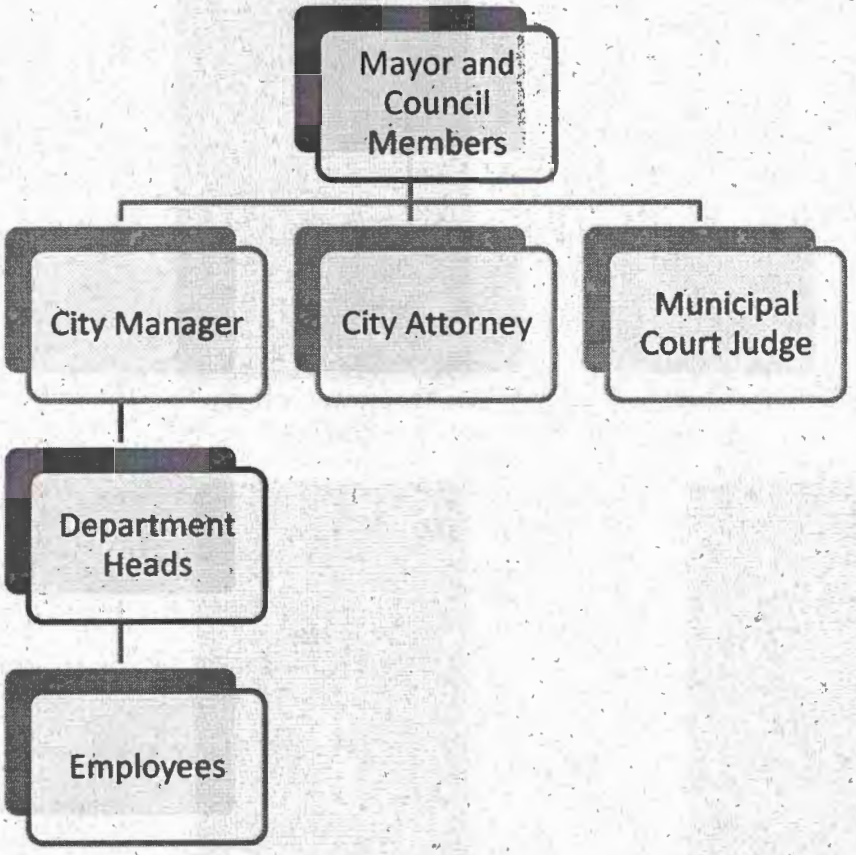
Casey Vaughan
Councilman, Ward 3

Charles "Rusty" Anderson
Councilman, Ward 4

Adam Colledge
Councilman, Ward 5

GAUTIER
MISSISSIPPI
Nature's Playground

ORGANIZATION CHART
As of September 30, 2016



FINANCIAL SECTION

WRIGHT, WARD, HATTEN & GUEL
PROFESSIONAL LIMITED LIABILITY COMPANY
(SUCCESSORS TO A. L. EVANS & COMPANY ESTABLISHED 1929)
Certified Public Accountants
HANCOCK BANK BUILDING
2510 - 14TH STREET
P.O. BOX 129
GULFPORT, MISSISSIPPI 39502

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

CHRIS TAYLOR, CPA
CHARLENE KERKOW, CPA

MEMBERS
AMERICAN INSTITUTE OF CPAS
MISSISSIPPI SOCIETY OF CPAS

TELEPHONE (228) 863-6501
FAX NUMBER (228) 863-6544
EMAIL: THECPAFIRM@AOL.COM

INDEPENDENT AUDITORS' REPORT

July 18, 2017

Honorable Mayor and
City Council of
City of Gautier, Mississippi

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Gautier, Mississippi, as of and for the year ended September 30, 2016, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Basis for Qualified Opinion on Governmental and Business-type Activities

As discussed in Note 1(I) to the financial statements, management has not recorded certain capital assets in accordance with *Governmental Auditing Standards* and the Municipal Auditing and Accounting Guide issued by the State Auditor's office. As a result, material adjustments were made to the governmental and business-type activities to be in accordance with *Governmental Auditing Standards* and the requirements in the Municipal Auditing and Accounting Guide.

Qualified Opinion

In our opinion, except for the effects of the matter described in the "Basis for Qualified Opinion on Governmental and Business-Type Activities" paragraph, the financial statements referred to above present fairly, in all material respects, the financial position of the Governmental and Business-Type Activities of the City of Gautier, as of September 30, 2016, and the changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in United States of America.

Unmodified Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of each major fund and the aggregate remaining fund information of City of Gautier, Mississippi, as of September 30, 2016, and the respective changes in financial position, thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 1(I), in an effort to comply with *Government Auditing Standards*, issued by the Comptroller General of the United States, and the *Municipal Audit and Accounting Guide*, issued by the Mississippi Office of the State Auditor, the City has changed its accounting principle in determining the useful lives and salvage values of capital assets. The City feels that adopting a more uniform policy in regards to capital assets that the accumulation of historical assets can be recorded more efficiently. As a result of this change in accounting principle, significant prior period adjustments have been made to net position in both the governmental and business-type activities.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis, the Budgetary Comparison Schedule and corresponding notes, the Schedule of the City's Proportionate Share of the Net Pension Liability, and the Schedule of the City's Contributions, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary and Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise City of Gautier, Mississippi's basic financial statements. The accompanying Schedule of Expenditures of Federal Awards, as required by Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, is presented for purposes of additional analysis and is not a required part of the basic financial statements.

The accompanying Schedule of Expenditures of Federal Awards is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Expenditures of Federal Awards is fairly stated, in all material respects, in relation to the basic financial statements taken as a whole.

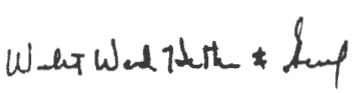
The Schedule of Surety Bonds for City Officials has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated July 18, 2017, on our consideration of City of Gautier, Mississippi's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering City of Gautier, Mississippi's internal control over financial reporting and compliance.

Other Reporting Required by *State of Mississippi*

In accordance with the State of Mississippi, we have also issued our report dated July 18, 2017, on our consideration of the City of Gautier's compliance with state laws and regulations. The purpose of that report is to describe the scope of our testing of internal controls over compliance with state laws and regulations and the result of that testing, and not to provide an opinion on internal controls or compliance. That report is an integral part of an audit performed in accordance with state guidelines in considering the City of Gautier's internal control over financial reporting and compliance.



MANAGEMENT DISCUSSION AND ANALYSIS

MANAGEMENT'S DISCUSSION AND ANALYSIS

This section of the City of Gautier, Mississippi's (the City) Annual Financial Report presents a narrative overview and comparative analysis of the financial activities of the City for the fiscal year ended September 30, 2016 and 2015. Readers are encouraged to consider the information presented here in conjunction with the basic financial statements that immediately follow.

City of Gautier is located on the Mississippi Gulf Coast. According to the United States Census Bureau, the estimated population of City of Gautier as of July 1, 2016, is 18,471. The median household income is $44,675 with over 88.4% of persons 25 years or older holding a high school degree or higher.

Government-wide Financial Highlights

- Total net position decreased $87,111 or less than 1% from 2015.
- General revenues amounted to of $8,556,327 or 46% of total revenues. This amount increased $689,157 from 2015. Program revenues amounted to $10,154,724 or 54% of total revenues, which decreased $155,838 from 2015. This decrease was mostly due to the federal revenues received has declined as projects have been completed.
- Capital assets, net of accumulated depreciation, increased by $1,207,836 in the governmental activities and increased $8,692,692 in the business-type activities during 2016. The increase in governmental capital assets is primarily as a result of the City removing old obsolete equipment from the financial statements and changing its accounting method for determining useful life and depreciable base of assets.
- Long-term debt decreased by $543,413 in the governmental activities, which includes a $64,812 increase in compensated absences. Long-term debt decreased by $2,042,297 in the business-type activities. The City's total debt outstanding at September 30, 2016 is $21,903,993 of which the liability for compensated absences is $352,187.

Fund Highlights

- *General Fund* – This fund is used for the general operations of the City. The General Fund had $8,306,784 in revenues, which shows a decrease of $1,692,881 from 2015 and $8,714,351 in expenditures, an increase of $607,924 from 2015, in the current year. The General Fund's fund balance decreased by $1,386,442 primarily due to transfers to other funds for debt service payments and grant matching funds for infrastructure improvements.
- *$7M Capital Improvement Bond* – This fund is used to account for bond proceeds received for construction and repair of the City's infrastructure. The fund balance of $243,423 represents monies still available for construction and repair.

Using this Annual Financial Report

This annual report consists of a series of financial statements and notes to those statements. These statements are organized so the reader can understand the City of Gautier as a financial whole or as an entire operating entity. The statements then proceed to provide an increasingly detailed look at specific financial conditions.

The Statement of Net Position and Statement of Activities provide information about the activities of the whole City, presenting both an aggregate view of the City's finances and a longer-term view of those assets. Major fund financial statements provide the next level of detail. For governmental funds, these statements tell how services were financed in the short-term as well as what dollars remain for future spending. The fund financial statements also look at the City's most significant funds with all other non-major funds presented in total in one column.

Reporting the City of Gautier as a Whole

Statement of Net Position and the Statement of Activities

While this document contains information about the funds used by the City to provide services to our citizens, the view of the City as a whole looks at all financial transactions and asks the question, "How did we do financially during 2016?" The Statement of Net Position and the Statement of Activities answer this question.

These statements include all assets and liabilities using the accrual basis of accounting similar to the accounting used by the private sector companies. These bases of accounting takes into account all of the current year's revenues and expenses regardless of when the cash is received or paid.

These two statements report the City's net position and the changes in those assets. This change in assets is important because it tells the reader whether, for the City as a whole, the financial position of the City has improved or diminished. However, in evaluating the overall position of the City, non-financial information such as changes in the City's tax base and the condition of the City's capital assets will also need to be evaluated.

In the Statement of Net Position and the Statement of Activities, the City's activities are reported as governmental and business-type activities, which include all of the City's services including general government, police, fire, public works, culture and recreations, community services, water and sewer and solid waste. The City of Gautier has no component units.

Table 1 and Table 2 provide a summary of the City's net position and changes in net position for 2016 compared to 2015.

TABLE 1
Condensed Statement of Net Position
September 30, 2016 and 2015

	Governmental Activities		Business-type Activities		Total	
	2016	2015	2016	2015	2016	2015
Assets						
Current assets	$ 8,716,966	$ 7,255,704	3,901,478	1,612,197	12,618,444	8,867,901
Capital assets	18,082,479	16,874,643	42,975,727	36,461,800	61,058,206	53,336,443
Total Assets	26,799,445	24,130,347	46,877,205	38,073,997	73,676,650	62,204,344
Deferred Outflows	1,891,971	1,004,960	-	-	1,891,971	1,004,960
Liabilities						
Current liabilities	802,497	938,516	1,075,463	3,032,731	1,877,960	3,971,247
Non-current liabilities	18,868,883	17,834,073	15,002,983	14,609,864	33,871,866	32,443,937
Total Liabilities	19,671,380	18,772,589	16,078,446	17,642,595	35,749,826	36,415,184
Deferred Inflows	4,302,637	223,239	-	-	4,302,637	223,239
Net Position						
Investment in capital assets, net of related debt	11,533,656	9,717,595	32,095,604	16,110,699	43,629,260	25,828,294
Restricted net assets	1,034,850	1,745,541	1,550,346	3,001,216	2,585,196	4,746,757
Unrestricted	(7,851,107)	(5,323,657)	(2,847,191)	1,319,487	(10,698,298)	(4,004,170)
Total Net Position	$ 4,717,399	6,139,479	30,798,759	20,431,402	35,516,158	26,570,881

TABLE 2
Condensed Statement of Activities
September 30, 2016 and 2015

	Governmental Activities		Business-type Activities		Total	
	2016	2015	2016	2015	2016	2015
Revenues:						
Program revenues	$ 1,849,457	3,029,091	8,305,267	7,281,471	10,154,724	10,310,562
General revenues	8,048,470	7,859,998	507,857	7,172	8,556,327	7,867,170
Total revenues	9,897,927	10,889,089	8,813,124	7,288,643	18,711,051	18,177,732
Expenses:						
General government	2,730,130	2,709,833	-	-	2,730,130	2,709,833
Public safety	6,025,392	6,440,293	-	-	6,025,392	6,440,293
Public works	1,190,246	719,119	-	-	1,190,246	719,119
Culture and recreation	209,575	329,562	-	-	209,575	329,562
Interest on long-term debt	238,804	108,640	-	-	238,804	108,640
Water and sewer	-	-	7,329,372	6,809,973	7,329,372	6,809,973
Solid waste	-	-	1,074,643	983,684	1,074,643	983,684
Total expenses	10,394,147	10,307,447	8,404,015	7,793,657	18,798,162	18,101,104
Transfers	(100,000)	518,506	100,000	(518,506)	-	-
Increase (Decrease) in net assets	(596,220)	1,100,148	509,109	(1,023,520)	(87,111)	76,628
Net Position - beginning, restated	5,313,619	5,039,331	30,289,650	21,454,922	35,603,269	26,494,253
Net Position - ending	$ 4,717,399	6,139,479	30,798,759	20,431,402	35,516,158	26,570,881

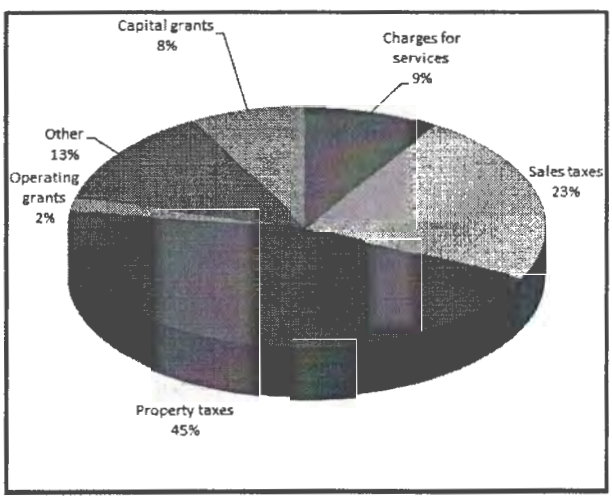
Governmental Activities

Total net position decreased $596,220 as a result primarily due to capital outlay.

Under the accrual basis of accounting, general revenues amounted to of $8,048,470 or 81% of total revenues. This amount increased $188,472 from 2015. Program revenues amounted to $1,849,457 or 19% of total revenues, which decreased $1,179,634 from 2015.

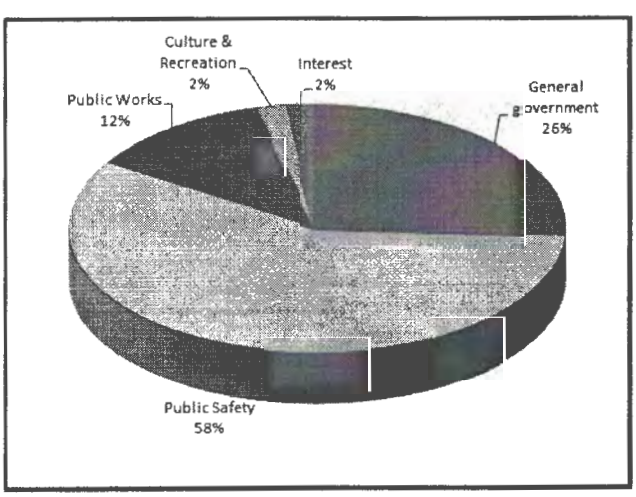
Several revenue sources fund our governmental activities. The following chart shows the City's total general revenues and program income that is used to offset governmental expenses.

Chart 1 – Governmental Revenue Sources



Major governmental expense activities are shown in the following chart.

Chart 2 – Governmental Activities



Business-type activities

Net position for the business-type activities was $30,798,759, an increase of $509,109. Charges for services increased approximately $958,716 due primarily to an increase in collections.

Reporting the City of Gautier's Most Significant Funds

Fund Financial Statements

Fund financial reports provide detailed information about the City's major funds. Based on restrictions on the use of monies, the City has established many funds, which account for the multitude of services provided to the City's residents. However, these fund financial statements focus on the City's most significant funds. In the case of the City of Gautier, the City's major funds are the General and $7M Capital Improvement Bond funds.

Governmental Funds

The City's governmental funds focus on how money flows into and out of those funds and the balances left at year-end available for spending in future periods. These funds are reported using an accounting method called modified accrual accounting, which measures cash and all other financial assets that can readily be converted to cash. The governmental fund statements provide a detailed short-term view of the City's general government operations and the basic services it provides. Governmental fund information helps you determine whether there are more or fewer financial resources that can be spent in the near future on services provided to the City's residents. The relationship (or differences) between governmental activities (reported in the Statement of Net Position and the Statement of Activities) and governmental funds is reconciled in the financial statements.

Proprietary Funds

The City's proprietary funds focus on business-type activities conducted by the City. These funds are reported using the accrual method of account, which uses an "economic resources" measurement focus. Under the accrual basis of accounting revenues are recognized in the period in which they are earned regardless of when cash flows occur. Expenses are recorded when the recognized when the service is performed or the goods are received regardless of when the invoice is paid. Proprietary Fund information helps you to determine whether business-type activities are self-maintaining or if they are being subsidized by general government revenues. The proprietary funds show operating revenues and expenses that support the primary operations of the fund.

Fiduciary Funds

Fiduciary Funds show amounts held by the City for the benefit of others and clearing accounts used by the city to track payroll expenditures and property tax receipts and disbursements.

The City's Funds

The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable and nonspendable resources. Such information may be useful in assessing the City's financing requirements. In particular, the unassigned fund balance may serve as a useful measure of a government's net resources available for discretionary use at the end of the fiscal year. These funds are accounted for by using the modified accrual basis of accounting. Types of governmental funds reported by the City include the General Fund, Special Revenue Funds, Debt Service Funds, and Capital Project Funds.

General Fund Budgeting Highlights

The City's budget is prepared according to Mississippi law and is based on accounting for certain transactions on a basis of cash receipts, disbursements and encumbrances. Governmental auditing standard require that cities present budgetary comparison schedules as required supplementary information to the financial statements. The most significant budgeted fund is the General Fund.

During the course of 2016, the City amended its general fund budget. All recommendations for a budget change come from the City Clerk to the Board of Alderman for approval. State law does not allow budget changes that modify functional levels of budget amounts within a department without board approval. With the General Fund supporting many of our major activities, such as our police and fire departments, as well as most legislative and executive activities, the General Fund is monitored closely looking for possible revenue shortfalls or over spending by individual departments.

Capital Assets

Table 3 shows the Changes in Capital Assets for the years ended September 30, 2016 and 2015.

TABLE 3
Schedule of Capital Assets (Net of Accumulated Depreciation)
September 30, 2016 and 2015

	Governmental Activities		Business-type Activities		Total	
	2016	2015	2016	2015	2016	2015
Land	$ 3,382,460	1,798,104	1,190,870	1,190,870	4,573,330	2,988,974
Construction in progress	1,126,979	463,698	-	-	1,126,979	463,698
Buildings	2,385,747	2,128,734	-	1,613,570	2,385,747	3,742,304
Infrastructure	10,648,807	10,632,082	38,123,928	31,378,595	48,772,735	42,010,677
Mobile equipment	402,049	1,852,025	586,864	100,000	988,913	1,952,025
Leased equipment	136,437	-	3,074,065	-	3,210,502	-
Total	$ 18,082,479	16,874,643	42,975,727	34,283,035	61,058,206	51,157,678

The primary increase in capital assets occurred in construction in progress and completed infrastructure.

General Long-term Obligations

At September 30, 2016, the City had $21,903,993 outstanding debt obligations, which included $352,187 of compensated absences payable.

TABLE 4
Schedule of Long-term Debt
September 30, 2016 and 2015

	Governmental Activities		Business-type Activities		Total	
	2016	2015	2016	2015	2016	2015
General Obligation Bonds	$ 6,425,000	6,970,000	-	-	6,425,000	6,970,000
Revenue Refunding Bonds	-	-	4,075,000	5,385,000	4,075,000	5,385,000
Special Obligation Bonds	-	-	3,090,000	3,220,000	3,090,000	3,220,000
Revolving Loans	-	-	4,773,768	5,177,141	4,773,768	5,177,141
Capital Leases	123,823	187,048	3,016,355	3,199,326	3,140,178	3,386,374
Add: Bond Premium*	-	-	47,860	63,813	47,860	63,813
Compensated Absences	352,187	287,375	-	-	352,187	287,375
Total	$ 6,901,010	7,444,423	15,002,983	17,045,280	21,903,993	24,489,703

The compensated absences liability identified above refers to the current balance of what has been earned as a termination benefit that will be paid over time as people leave or retire. This liability refers to vacation pay for employees of the city. See Note 1 for more details.

Contact the City's Financial Management

Questions about this report or requests for additional financial information may be addressed to:

Paula Yancy, City Manager
City of Gautier, Mississippi
3330 Highway 90
Gautier, MS 39553
(228) 497-8000

FINANCIAL STATEMENTS

City of Gautier, Mississippi
Statement of Net Position
September 30, 2016

		Governmental	Business-Type	Total
Assets				
Current assets				
Cash	$	2,900,666	1,001,662	3,902,328
Property tax receivables		4,205,499	-	4,205,499
Customer accounts receivable (net of allowance)		-	731,022	731,022
Fines receivable (net of allowance)		441,502	-	441,502
Intergovernmental receivables		818,962	-	818,962
Premium receivable		47,489	-	47,489
Intra-agency receivables		295,425	259	295,684
Prepaid insurance		7,423	-	7,423
Restricted current assets - cash		-	2,168,535	2,168,535
Total Current Assets		8,716,966	3,901,478	12,618,444
Capital assets				
Land and construction in progress		4,509,439	1,190,870	5,700,309
Other capital assets (net of accumulated depreciation):				
Buildings		2,385,747	-	2,385,747
Infrastructure		10,648,807	38,123,928	48,772,735
Mobile equipment		402,049	586,864	988,913
Equipment under capital leases		136,437	3,074,065	3,210,502
Total Capital Assets		18,082,479	42,975,727	61,058,206
Total Assets	$	26,799,445	46,877,205	73,676,650
Deferred Outflow of Resources				
Deferred amounts on pension	$	1,891,971	-	1,891,971
Total Deferred Outflow of Resources	$	1,891,971	-	1,891,971
Liabilities				
Current liabilities:				
Claims and wages payable	$	679,162	417,905	1,097,067
Accrued interest payable		33,976	39,369	73,345
Claims and judgements payable		89,359	-	89,359
Payable from restricted assets - Customer deposits		-	618,189	618,189
Noncurrent Liabilities:				
Net pension liability		11,967,873	-	11,967,873
Due within one year				
Capital debt		655,077	736,878	1,391,955
Noncapital debt		31,169	1,345,953	1,377,122
Due in more than one year				
Capital debt		5,893,746	10,143,245	16,036,991
Noncapital debt		321,018	2,776,907	3,097,925
Total Liabilities	$	19,671,380	16,078,446	35,749,826
Deferred Inflows of Resources				
Property tax for future reporting period	$	4,091,088	-	4,091,088
Deferred amount on pension		211,549	-	211,549
Total Deferred Inflows of Resources	$	4,302,637	-	4,302,637
Net Position				
Investment in capital assets, net of related debt	$	11,533,656	32,095,604	43,629,260
Restricted Net Position:				
Non-expendable		5,582	-	5,582
Expendable:				
Restricted for debt service		247,063	1,540,313	1,787,376
Restricted for grant purposes		66,789	10,033	76,822
Restricted for public safety		715,416	-	715,416
Unrestricted		(7,851,107)	(2,847,191)	(10,698,298)
Total Net Position	$	4,717,399	30,798,759	35,516,158

The notes to these financial statements are an integral part of this statement.

City of Gautier, Mississippi
Statement of Activities
For the Year Ended September 30, 2016

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expense) Revenue and Changes in Net Assets: Governmental Activities	Net (Expense) Revenue and Changes in Net Assets: Business-type Activities	Net (Expense) Revenue and Changes in Net Assets: Total
Governmental Activities:					$		
General government	$ 2,730,130	135,127	3,110	-	(2,591,893)		(2,591,893)
Public safety	6,025,392	633,137	145,796	12,895	(5,233,564)		(5,233,564)
Public works	1,190,246	-	15,493	527,181	(647,572)		(647,572)
Culture, recreation and community services	209,575	109,224	35,000	232,494	167,143		167,143
Interest on long-term debt	238,804	-	-	-	(238,804)		(238,804)
Total governmental activities	10,394,147	877,488	199,399	772,570	(8,544,690)		(8,544,690)
Business-type activities:							
Water and sewer	7,329,372	6,907,460	-	65,080		(356,832)	(356,832)
Solid waste	1,074,643	1,332,727	-	-		258,084	258,084
Total business-type activities	8,404,015	8,240,187	-	65,080		(98,748)	(98,748)
Total government	$ 18,798,162	9,117,675	199,399	837,650		(98,748)	(8,643,438)
General Revenues:							
Taxes:							
Property taxes, general					3,153,065	-	3,153,065
Property taxes, debt service					876,246	-	876,246
Property taxes, community support					108,183	-	108,183
Property taxes in lieu - federal government					353,176	-	353,176
General sales taxes					2,254,625	-	2,254,625
Road and bridge privilege taxes					608,034	-	608,034
Franchise taxes					161,151	-	161,151
Grants and contributions not restricted to a special purpose					120,524	-	120,524
Unrestricted investment earnings					6,127	3,630	9,757
Miscellaneous					407,339	504,227	911,566
Transfers					(100,000)	100,000	-
Total general revenues and transfers					7,948,470	607,857	8,556,327
Changes in net position					(596,220)	509,109	(87,111)
Net position - beginning, as previously reported					6,139,479	20,431,402	26,570,881
Prior period adjustments					(825,860)	9,858,248	9,032,388
Net position - beginning, restated					5,313,619	30,289,650	35,603,269
Net position - ending					$ 4,717,399	30,798,759	35,516,158

The notes to these financial statements are an integral part of this statement.

City of Gautier, Mississippi
Balance Sheet - Governmental Funds
September 30, 2016

		Major Funds			
		General Fund	$7M Capital Improvement Bond Fund	Other Governmental Funds	Total Governmental Funds
ASSETS					
Cash	$	1,959,612	211,677	214,452	2,385,741
Receivables:					
Property tax		4,202,378	-	3,121	4,205,499
Sales tax		362,880	-	-	362,880
Franchise taxes		38,290	-	-	38,290
Intergovernmental		40,279	-	377,513	417,792
Court fines & fees		441,502	-	-	441,502
Due from other funds		293,166	32,890	2,259	328,315
Total Assets	$	7,338,107	244,567	597,345	8,180,019
LIABILITIES					
Liabilities:					
Claims payable	$	87,638	1,144	433,569	522,351
Wages payable		155,728	-	1,084	156,812
Due to other fund		32,890	-	-	32,890
Compensated absences, current		31,169	-	-	31,169
Total Liabilities		307,425	1,144	434,653	743,222
DEFERRED INFLOWS OF RESOURCES					
Property taxes for future reporting period		4,091,088	-	-	4,091,088
Unavailable revenue - fines		441,501	-	-	441,501
Total Deferred Inflows of Resources		4,532,589	-	-	4,532,589
FUND BALANCES					
Non-spendable					
Unemployment compensation		4,839	-	-	4,839
Restricted:					
Debt service		-	243,423	-	243,423
Grant purposes		40,279	-	26,510	66,789
Public safety		-	-	715,416	715,416
Committed:					
Capital projects		-	-	708,159	708,159
Assigned:					
Capital projects		-	-	232,013	232,013
Unassigned		2,452,975	-	(1,519,406)	933,569
Total Fund Balances		2,498,093	243,423	162,692	2,904,208
Total Liabilities, Deferred Inflows of Resources and Fund Balances	$	7,338,107	244,567	597,345	8,180,019

The notes to these financial statements are an integral part of this statement.

City of Gautier, Mississippi
Reconciliation of Governmental Funds Balance Sheet
to the Statement of Net Position
September 30, 2016

Total governmental funds balance		**$ 2,904,208**
Amounts reported for governmental activities in the statement of net position are different because:		
Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.		
Governmental capital assets	20,880,871	
Less: accumulated depreciation	(2,798,392)	18,082,479
Long-term liabilities are not due and payable in the current period expenditures and therefore are not reported in the governmental funds.		
Bonds payable	(6,425,000)	
Capital leases payable	(123,823)	
Compensated absences	(321,018)	(6,869,841)
Other long term assets are not available to pay or current period expenditures and therefore are deferred in the funds.		
Prepaid insurance	7,423	
Court fines receivable	441,502	448,925
Some liabilities, including net pension obligations, are not due and payable in the current period and, therefore, are not reported in the funds.		
Net pension liability		(11,967,873)
Deferred outflows and inflows of resources related to pensions are applicable to future periods and, therefore, are not reported in the funds.		
Deferred outflows of resources related to pensions	1,891,971	
Deferred inflows of resources related to pensions	(211,549)	1,680,422
Internal Service Funds are used by management to charge the costs of various internal operations to individual funds. The assets and liabilities of Internal Service Funds are included in governmental activities in the Statement of Net Position as follows:		
Current assets	562,414	
Estimated claims payable	(89,359)	473,055
Accrued interest not due and payable in the current period expenditures and, therefore, not reported in the funds.		(33,976)
Net position of governmental activities		**$ 4,717,399**

The notes to these financial statements are an integral part of this statement.

City of Gautier, Mississippi
Statement of Revenues, Expenditures and
Changes in Fund Balance – Governmental Funds
For the Fiscal Year Ended September 30, 2016

	Major Funds			
	General Fund	$7M Capital Improvement Bond Fund	Other Governmental Funds	Total Governmental Funds
Revenues:				
Property taxes	$ 4,382,487	-	108,183	4,490,670
General sales taxes	2,254,625	-	-	2,254,625
Franchise fees	161,151	-	-	161,151
Licenses and permit fees	114,342	-	-	114,342
Intergovernmental	781,073	93,710	846,529	1,721,312
Charges for services	27,980	-	92,213	120,193
Fines and forfeitures	504,166	-	-	504,166
Investment earnings	3,862	2,265	-	6,127
Miscellaneous	77,098	-	328,105	405,203
Total Revenues	8,306,784	95,975	1,375,030	9,777,789
Expenditures:				
General government	2,369,496	-	198,179	2,567,675
Public safety	5,415,762	-	123,113	5,538,875
Public works	473,984	1,595,893	1,243,441	3,313,318
Culture & recreation	378,992	-	353,833	732,825
Debt service:				
Principal	73,070	305,000	256,840	634,910
Interest and other fiscal charges	3,047	197,269	42,128	242,444
Total Expenditures	8,714,351	2,098,162	2,217,534	13,030,047
Excess (Deficiency) of Revenues Over Expenditures	(407,567)	(2,002,187)	(842,504)	(3,252,258)
Other Financing Sources (Uses):				
Lease proceeds	26,685	-	-	26,685
Proceeds from sale of assets	2,136	-	-	2,136
Transfers in	100,000	500,069	407,627	1,007,696
Transfers out	(1,107,696)	-	-	(1,107,696)
Total Other Financing Sources (Uses)	(978,875)	500,069	407,627	(71,179)
Net change in fund balances	(1,386,442)	(1,502,118)	(434,877)	(3,323,437)
Fund balances - beginning	3,943,695	1,745,541	577,714	6,266,950
Prior period adjusting entry	67,082	-	19,855	86,937
Fund balance reclassification	(126,242)	-	-	(126,242)
Fund balances - beginning, as restated	3,884,535	1,745,541	597,569	6,227,645
Fund balances - ending	$ 2,498,093	243,423	162,692	2,904,208

The notes to these financial statements are an integral part of this statement.

City of Gautier, Mississippi
Reconciliation of the Governmental Funds
Statement of Revenues, Expenditures and
Changes in Fund Balance to the Statement of Activities
For the Fiscal Year Ended September 30, 2016

Net Change in Fund Balances - total governmental funds		**(3,323,437)**
Amounts reported for governmental activities in the statement of activities are different because:		
Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.		
Capital outlay	3,264,873	
Depreciation	(521,727)	2,743,146
Debt proceeds provide current financial resources to Governmental Funds, but issuing debt increases long-term liabilities in the Statement of Net Position. Repayment of debt principal is an expenditure in the Governmental Funds, but the repayment reduces		
Debt retirement	634,910	
Debt issuance	(26,685)	608,225
Fine revenue recognized on the modified accrual basis in the funds during the current year is reduced because prior year recognition would have been required on the Statement of Activities using the full accrual basis of accounting.		118,002
Pension expense and other related activity do not require the use of current financial resources, and therefore, are not reported as expenditures in governmental funds.		
Pension expense		(496,325)
Contributions after the measurement date		(183,199)
Some expenses reported in the statement of activities do not require the use of current financial resources, and therefore, are not reported as expenditures in governmental funds.		
Accrued interest payable		3,640
Compensated absences		(83,880)
Prepaid expenses		7,423
Internal service funds are used by management to charge the cost of certain activities, such as insurance costs and risk management, to individual funds.		10,185
Change in net position of governmental activities		**$ (596,220)**

The notes to these financial statements are an integral part of this statement.

City of Gautier, Mississippi
Statement of Net Position
Proprietary Funds
September 30, 2016

	Business-type Activities			Governmental Activities
	Water and Sewer Fund	Solid Waste Fund	Total Business-type Activities	Self Insurance Fund
Assets				
Current assets				
Cash	$ 922,082	79,580	1,001,662	514,925
Customer accounts receivable (net of uncollectible of $3,017,811)	731,022	-	731,022	-
Premiums receivable	-	-	-	47,489
Internal balances	(110,719)	110,719	-	-
Due from other funds	259	-	259	-
Restricted current assets				
Cash	2,168,535	-	2,168,535	-
Total Current Assets	3,711,179	190,299	3,901,478	562,414
Capital assets, net				
Land	1,190,870	-	1,190,870	-
Infrastructure	41,197,993	-	41,197,993	-
Mobile equipment	574,328	12,536	586,864	-
Total Capital Assets	42,963,191	12,536	42,975,727	-
Total Assets	$ 46,674,370	202,835	46,877,205	562,414
Liabilities				
Current liabilities:				
Claims payable	$ 335,960	81,945	417,905	-
Accrued interest payable	39,369	-	39,369	-
Claims and judgements payable	-	-	-	89,359
Payable from restricted assets:				
Customer deposits	618,189	-	618,189	-
Noncurrent Liabilities:				
Due within one year				
Capital debt	736,878	-	736,878	-
Noncapital debt	1,345,953	-	1,345,953	-
Due in more than one year				
Capital debt	10,143,245	-	10,143,245	-
Noncapital debt	2,776,907	-	2,776,907	-
Total Liabilities	$ 15,996,501	81,945	16,078,446	89,359
Net Position				
Net investment in capital assets	$ 32,083,068	12,536	32,095,604	-
Restricted Net Position				
Expendable:				
Restricted for debt service	1,540,313	-	1,540,313	-
Restricted for grant purposes	10,033	-	10,033	-
Unrestricted	(2,955,545)	108,354	(2,847,191)	473,055
Total Net Position	$ 30,677,869	120,890	30,798,759	473,055

The notes to these financial statements are an integral part of this statement.

City of Gautier, Mississippi
Statement of Revenues, Expenses and
Changes in Net Position
Proprietary Funds
For the Fiscal Year Ended September 30, 2016

	Business-type Activities			Governmental Activities
	Water and Sewer Fund	Solid Waste Fund	Total Business-type Activities	Self Insurance Fund
Revenues:				
Charges for services	$ 6,907,460	1,332,727	8,240,187	-
Employer contributions	-	-	-	11,929
Employee contributions	-	-	-	934,426
Insurance claim reimbursements	-	-	-	19,749
Miscellaneous operating revenues	504,227	-	504,227	144
Total Operating Revenues	7,411,687	1,332,727	8,744,414	966,248
Operating Expenses:				
Wastewater treatment	2,132,125	-	2,132,125	-
Privatization costs	2,663,034	-	2,663,034	-
Waste collection and disposal	-	1,071,317	1,071,317	-
Supplies	291,810	-	291,810	-
Maintenance and repairs	85,253	-	85,253	-
Other contractual services and charges	420,687	-	420,687	23,235
Claims and estimate changes		-	-	933,495
Depreciation	1,257,577	3,326	1,260,903	-
Total Operating Expenses	6,850,486	1,074,643	7,925,129	956,730
Operating income (loss)	561,201	258,084	819,285	9,518
Non-Operating Revenues (Expenses)				
Interest and investment revenue	3,630	-	3,630	667
Interest Expense	(478,886)	-	(478,886)	-
Federal grants for capital expenditures	65,080	-	65,080	-
Transfers in	448,009	-	448,009	-
Transfers out	-	(348,009)	(348,009)	-
Total Non-Operating Revenues (Expenses)	37,833	(348,009)	(310,176)	667
Change in net position	599,034	(89,925)	509,109	10,185
Total net position - beginning as previously stated	20,220,587	210,815	20,431,402	-
Prior period adjustments	9,858,248	-	9,858,248	336,628
Fund reclassification	-	-	-	126,242
Total net position - beginning, restated	30,078,835	210,815	30,289,650	462,870
Total net position - ending	$ 30,677,869	120,890	30,798,759	473,055

The notes to these financial statements are an integral part of this statement.

City of Gautier, Mississippi
Statement Cash Flows
Proprietary Funds
For the Fiscal Year Ended September 30, 2016

	Business-type Activities			Governmental Activities
	Water and Sewer Fund	Solid Waste Fund	Total Business-type Activities	Self Insurance Fund
Cash Flows From Operating Activities				
Cash received from customers	$ 6,734,657	1,332,727	8,067,384	-
Cash received for premiums	-	-	-	966,248
Other operating receipts	504,227	-	504,227	-
Cash paid to suppliers	(291,810)	-	(291,810)	-
Cash paid to contractors	(5,021,605)	(989,372)	(6,010,977)	-
Cash paid for judgements and claims	-	-	-	(929,341)
Cash paid for administrative services	-	-	-	(23,235)
Net cash provided by (used in) operating activities	1,925,469	343,355	2,268,824	13,672
Cash Flows From Non-Capital Financing Activities				
Advances from (to) other funds	454,390	(354,390)	100,000	-
Net cash flows from non-capital financing activities	454,390	(354,390)	100,000	-
Cash Flows From Capital and Related Financing Activities				
Purchase of capital assets	(10,409)	-	(10,409)	-
Non-operating receipts for capital expenditures	65,080	-	65,080	-
Repayment of notes payable	(2,026,344)	-	(2,026,344)	-
Interest and amortization on debt	(478,886)	-	(478,886)	-
Net cash used in capital and related financing activities	(2,450,559)	-	(2,450,559)	-
Cash Flows From Investing Activities				
Interest received	3,630	-	3,630	667
Net cash flows from investing activities	3,630	-	3,630	667
Net increase (decrease) in cash	(67,070)	(11,035)	(78,105)	14,339
Cash - October 1	3,157,687	90,615	3,248,302	500,586
Cash - September 30	$ 3,090,617	79,580	3,170,197	514,925

The notes to these financial statements are an integral part of this statement.

City of Gautier, Mississippi
Statement Cash Flows
Proprietary Funds (continued)
For the Fiscal Year Ended September 30, 2016

	Business-type Activities			Governmental Activities
	Water and Sewer Fund	Solid Waste Fund	Total Business-type Activities	Self Insurance Fund
Reconciliation of Operating Income (Loss) to Net Cash Provided by (Used In) Operating Activities:				
Operating income (loss)	$ 561,201	258,084	819,285	9,518
Adjustments to reconcile operating income to net cash provided by operating activities:				
Depreciation	1,257,577	3,326	1,260,903	-
(Increase) decrease in assets:				
Accounts receivable	(207,106)	-	(207,106)	-
Customer deposits	41,386	-	41,386	-
Increase (decrease) in liabilities:				
Claims and wages payable	272,411	81,945	354,356	-
Claims and judgements payable	-	-	-	4,154
Net cash provided by (used in) operating activities	$ 1,925,469	343,355	2,268,824	13,672

The notes to these financial statements are an integral part of this statement.

City of Gautier, Mississippi
Combining Statement of Assets
and Liabilities – Agency Fund
September 30, 2016

		Payroll Clearing Account
Assets	$	
Cash		305,069
Total Assets		305,069
Liabilities		
Due to other intra-entity government agencies		295,684
Accrued liabilities		9,385
Total Liabilities		305,069
Net Position		
Held in trust for benefits and other purposes	$	-

The notes to these financial statements are an integral part of this statement.

NOTES TO THE FINANCIAL STATEMENTS

Note 1 - Summary of Significant Accounting Policies

The City of Gautier, Mississippi, (the "City") was incorporated June 17, 1986 under the laws of the State of Mississippi. The City operates under a Council-Manager form of government, which provides for an elected mayor and a six-member council. The following services are authorized by the City's charter: Public Safety (Police, Fire, Civil Defense and Protection Inspection), Street Maintenance, Garbage Collection, Water and Sewer, Culture, Recreation and Community Services, Public Improvements, Planning and Zoning, and General Administrative Services. The accounting and reporting policies of the City relating to the funds and accounts groups included in the accompanying financial statements conform to accounting principles generally accepted in the United States of America applicable to state and local governments. Accounting principles generally accepted in the United States of America for local governments include those principles prescribed by the Governmental Accounting Standards Board (GASB), the American Institute of Certified Public Accountants in the publication entitled *Audits of State and Local Governmental Units* and by the Financial Accounting Standards Board (when applicable). The more significant accounting policies of the City are described below.

A. Financial Reporting Entity

For financial reporting purposes, the reporting entity includes all funds that are covered by the oversight responsibility of the City's governing board. As defined by accounting principles generally accepted in the United States of America, the City is considered a "primary government." The City is governed by a six member council in which five members were elected by the citizens of each defined ward and one member elected at-large.

In evaluating how to define the City for financial reporting purposes, management has considered all potential component units. The decision to include or exclude a potential component unit in the reporting entity was made by applying the criteria set forth in Accounting Principles Generally Accepted in the United States of America. The basic, but not the only, criterion for including a potential component unit within the reporting entity is the governing body's ability to exercise oversight responsibility. The most significant manifestation of this ability is financial interdependency. Other manifestations of the ability to exercise oversight responsibility include, but are not limited to, the selection of governing authority, the designation of management, the ability to significantly influence operations, and accountability for fiscal matters.

The other criterion used to evaluate potential component units for inclusion or exclusion from the reporting entity is the existence of special financing relationships, regardless of whether the City is able to exercise oversight responsibilities. Based upon the application of these criteria, the following is a brief review of each potential component unit addressed in defining the government's reporting entity. Based upon the application of these criteria, the City has no component units.

Jackson County Utility Authority

This potential component unit was established by State Code and its governing board is appointed jointly by the area governments' governing bodies. This is an independent unit that selects management staff, sets user charges, establishes budgets and controls all aspects of its daily activities. The District has been determined to be a joint venture of the participating agencies. See Note 12 for details.

B. Basis of Presentation.

The City's basic financial statement consist of government-wide statements, including a statement of net position and a statement of activities, and fund financial statements, which provide a more detailed level of financial information.

Note 1 - Summary of Significant Accounting Policies (continued)

Government-wide Financial Statements:

The Statement of Net Position and Statement of Activities display information about the City as a whole. The statements include all non-fiduciary activities of the primary government. For the most part, the effect of inter-fund activity has been removed from these statements.

Governmental activities generally are financed through taxes, intergovernmental revenues and other non-exchange revenues and are reported separately from business-type activities. Business-type activities rely mainly on fees and charges for support.

The Statement of Net Position presents the financial condition of the governmental activities and business –type activities of the City at year-end. The Government-wide Statement of Activities presents a comparison between direct expenses and program revenues for each function or program of the City's governmental activities. Direct expenses are those that are specifically associated with a service, program or department and therefore clearly identifiable to a particular function. Program revenues include charges paid by the recipient of the goods or services offered by the program and grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Taxes and other revenues, not classified as program revenues, are presented as general revenues of the City, with certain limited exceptions. The comparison of direct expenses with program revenues identifies the extent to which each governmental function is self-financing or draws from the general revenues of the City.

Fund Financial Statements:

Fund financial statements of the City are organized into funds, each of which is considered to be separate accounting entities. Each fund is accounted for by providing a separate set of self-balancing accounts that constitute its assets, liabilities, fund equity, revenues and expenditures/expenses. Funds are organized into governmental, proprietary and fiduciary. Major individual Governmental Funds and major individual Enterprise Funds are reported as separate columns in the fund financial statements. Non-major funds are aggregated and presented in a single column as Other Governmental Funds.

C. Measurement Focus and Basis of Accounting.

The Government-wide, Proprietary Funds and Fiduciary Funds (excluding agency funds) financial statements are presented using the economic resources measurement focus and the accrual basis of accounting. Revenues are recognized when earned and expenses are recorded when the liability is incurred or economic asset used, regardless of when the related cash flows take place. Property taxes are recognized as revenue in the year for which they are levied. Shared revenues are recognized when the provider recognizes the liability to the City. Grants are recognized as revenues as soon as all eligibility requirements have been satisfied. Agency funds have no measurement focus, but use the accrual basis of accounting.

The City's proprietary funds apply all applicable GASB pronouncements and only the following pronouncements issued on or before November 30, 1989, unless those pronouncements conflict with or contradict GASB pronouncements: FASB Statements and Interpretations, Accounting Principle Board Opinions, and Accounting Research Bulletins of the Committee on Accounting Procedure.

The revenues and expenses of the proprietary funds are classified as operating and non-operating. Operating revenues and expenses generally result from providing services in connection with a proprietary fund's primary operations. All other revenue and expenses are reported as non-operating.

Note 1 - Summary of Significant Accounting Policies (continued)

Governmental financial statements are presented using a current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized in the accounting period when they are both measurable and available to finance operations during the year. Available means collected in the current period or within 60 days after year end to liquidate liabilities existing at the end of the year. Measurable means knowing or being able to reasonably estimate the amount. Expenditures are recognized only when payment is due. Property taxes, state appropriations and federal awards are all considered susceptible to accrual and have been recognized as revenues of the current fiscal period.

The City reports the following major Governmental Funds:

General Fund - This is the City's primary operating fund. It is used to account for all activities of the general government for which a separate fund has not been established.

$7M Capital Improvement Bond Fund – This fund, along with others, is used to account for the City's revenues and expenditures restricted, committed or assigned to the construction and maintenance of public roads and bridges of the City and also to account for the City's debt service on the City's bond principal, interest and other debt related costs.

Additionally, the City reports the following fund types:

GOVERNMENTAL FUND TYPES

Special Revenue Funds – These funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects.

Capital Projects Funds – These funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including acquisition or construction of capital facilities and other assets.

PROPRIETARY FUNDS

Enterprise Funds - These funds are used to account for those operations that are financed and operated in a manner similar to private business enterprises or where the City has decided that periodic determination of revenues earned, expenses incurred and/or net income is necessary for management accountability.

It is the intent of the City Council that the costs (expenses, including depreciation) of providing services to the general public on a continuing basis be financed or recovered primarily through user charges and that periodic determination of revenues earned, expenses incurred, and net income be identified for capital maintenance, public policy, management control, account ability, or other purposes.

Internal Service Funds - These funds are used to account for those operations that provide services to other departments or agencies of the government, or to other governments, on a cost-reimbursement basis. The City's internal service funds report on self-insurance for employee medical benefits and risk management for City's legal contingencies.

Note 1 - Summary of Significant Accounting Policies (continued)

FIDUCIARY FUNDS

Agency Funds - These funds account for various taxes, deposits and other monies collected or held by the City, acting in the capacity of an agent, for distribution to other governmental units or designated beneficiaries.

D. Account Classifications

The account classifications used in the financial statements conform to the broad classifications recommended in *Governmental Accounting, Auditing and Financial Reporting* as issued in 2012 by the Government Finance Officers' Association.

E. Deposits and Investments

State law authorizes the City to invest in interest bearing time certificates of deposit for periods of fourteen days to one year with depositories and in obligations of the U.S. Treasury, State of Mississippi, or any City, municipality or school district of this state. Further, the City may invest in certain repurchase agreements.

Cash includes cash on hand, demand deposits, and all certificates of deposit and cash equivalents, which are short-term highly liquid investments that are readily convertible to cash (generally three months or less). Investments in governmental securities are stated at fair value. However, the City had an investment that included governmental bonds during the fiscal year.

F. Receivables

All trade receivables are shown net of an allowance for uncollectibles. Miss. Code Ann. (1972) does not allow for write-off of debt owed to municipalities. The amount represented on the financial statements is conclusive of all bad debts owed by customers of the water and sewer department since the City started providing these services to citizens. The allowances are based on trade receivables in excess of 120 days outstanding.

G. Inter-Fund Transactions and Balances

Transactions between funds that are representative of short-term lending/borrowing arrangements and transactions that have not resulted in the actual transfer of cash at the end of the fiscal year are referred to as "due to/from other funds." Noncurrent portions of inter-fund receivables and payables are reported as "advances to/from other funds." Advances between funds, as reported in the fund financial statements, are offset by a non-spendable fund balance account in the General Fund, if applicable, to indicate that they are not available for appropriation and are not expendable available financial resources. However, this is not applicable to advances reported in other governmental funds, which are reported, by definition, as restricted, committed, or assigned.

Inter-fund receivables and payables between funds within governmental activities are eliminated in the Statement of Net Position. Any outstanding balances between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances." Any outstanding balances between fiduciary funds and the government-wide activities of the government are reported as Intra-entity balances and included in intergovernmental receivables on the Statement of Net Position.

Note 1 - Summary of Significant Accounting Policies (continued)

H. Intragovernmental Transactions and Balances

Transactions between governmental agencies (agency funds) of the City are considered as transactions with external parties and are reported as revenues and expenditures/expenses in both the fund statements and the government-wide statements. However, associated receivables and payables as displayed as intragovernmental balances on the Statement of Net Position.

I. Capital Assets

Capital acquisition and construction are reflected as expenditures in Governmental Fund statements and the related assets are reported as capital assets in the governmental activities column in the government-wide financial statements. All purchased capital assets are stated at historical cost where records are available and at an estimated historical cost where no records exist. Capital assets include significant amounts of infrastructure which have been valued at estimated historical cost. The estimated historical cost was based on replacement cost multiplied by the consumer price index implicit price deflator for the year of acquisition. The extent to which capital assets, other than infrastructure, costs have been estimated and the methods of estimation are not readily available. Donated capital assets are recorded at estimated fair market value at the time of donation. The costs of normal maintenance and repairs that do not add to the value of assets or materially extend their respective lives are not capitalized; however, improvements are capitalized. Interest expenditures are not capitalized on capital assets.

Governmental accounting and financial reporting standards allowed governments meeting certain criteria to elect not to report major general infrastructure assets retroactively. The City meets these criteria and has so elected. Therefore, the major general infrastructure assets acquired prior to October 1, 2002, are not reported in the government-wide financial statements. However, as of September 30, 2016, the City has not systematically reported capital assets in accordance with generally accepted accounting principles.

Capital assets acquired or constructed for Proprietary Fund operations are capitalized at cost in the respective funds in which they are utilized. No interest is capitalized on self-constructed assets because non-capitalization of interest does not have a material effect on the City's financial statements. Donated capital assets are recorded at their fair value at the time of donation.

Change in Accounting Principle

In an effort to comply with *Government Auditing Standards*, issued by the Comptroller General of the United States, and the *Municipal Audit and Accounting Guide*, issued by the Mississippi Office of the State Auditor, the City has changed its accounting principle in determining the useful lives and salvage values of capital assets. The City feels that adopting a more uniform policy in regards to capital assets that the accumulation of historical assets can be recorded more efficiently. As a result of this change in accounting principle, significant prior period adjustments have been made to net position in both the governmental and business-type activities. See Note 5 and Note 14 for more details.

Capitalization thresholds (dollar value above which asset acquisitions are added to the capital asset accounts) and estimated useful lives are used to report capital assets in the government-wide statements. Depreciation is calculated on the straight-line basis for all assets, except land. A full year's depreciation expense is taken for all purchases and sales of capital assets during the year.

Note 1 - Summary of Significant Accounting Policies (continued)

The following schedule details those thresholds, estimated useful lives and salvage value percentage of cost:

	Capitalization Threshold	Estimated Useful Life	Salvage Value (% of Cost)
Land	$ -	N/A	N/A
Infrastructure	-	20 years	30%
Buildings	50,000	40 years	20%
Improvements	25,000	20 years	20%
Heavy machinery & equipment	5,000	10 years	10%
Machinery & equipment	5,000	5 years	10%
Property under capital leases	*	*	*

* Leased property capitalization policy and estimated useful life will correspond with the amounts for the asset classification, as listed above.

J. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period and so will not be recognized as an outflow of resources expenditure until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period and so will not be recognized as an inflow of resources until that time.

Deferred amounts on pensions – Deferred outflows and inflows or resources should be reported when to show the City's proportionate share of amounts of the effects of actuarial differences and changes in assumptions to economic or demographic factors and differences between actual and projected earnings of multi-employer pension plan. In addition, a deferred inflow should be reported for employer contributions to the pension plan made subsequent to the measurement date.

Property tax for future reporting period/unavailable revenue – property taxes – Deferred inflows of resources should be reported when resources associated with imposed non-exchange revenue transactions are received or reported as a receivable before the period for which property taxes are levied.

Unavailable revenue – fines – When an asset is recorded in the governmental fund financial statements but the revenue is not available, the government should report a deferred inflow of resources until such time as the revenue becomes available.

Note 1 - Summary of Significant Accounting Policies (continued)

K. Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Public Employees' Retirement System of Mississippi (PERS) and additions to/deductions from PERS' fiduciary net position have been determined on the same basis as they are reported by PERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

L. Long-term Liabilities

Long-term liabilities are the unmatured principal of bonds, loans, notes or other forms of noncurrent or long-term general obligation indebtedness. Long-term liabilities are not limited to liabilities from debt issuances, but may also include liabilities on lease-purchase agreements and other commitments.

In the government-wide financial statements and the Proprietary Fund financial information, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities or business activities Statement of Net Position.

M. Compensated Absences

The City has adopted a policy of compensation for accumulated unpaid employee personal leave. No payment is authorized for accrued major medical leave. Accounting principles generally accepted in the United States of America require accrual of accumulated unpaid employee benefits as long-term liabilities in the government-wide financial statements. In fund financial statements, Governmental Funds report the compensated absence liability payable only if the payable has matured.

An employee may accumulate unused vacation leave hours without limitation, however, cash payments upon employee termination or retirement are limited to a maximum of 30 days of a accumulated leave of pay. Employees have no claim for accumulated sick leave at termination, for retirement, lay-off, or cause. As such, no provision for unused sick leave has been provided in the financial statements. Unused vacation and sick leave balances may be credited to the Public Employee's Retirement System (PERS) as time worked.

N. Fund Balance Policies

In the fund financial statements, governmental funds report fund balance into classifications that comprise a hierarchy based on the extent to which the City is bound to honor constraints on the specific purpose for which amount in those funds can be spent. The classifications of fund balance are Non-spendable, Restricted, Committed, Assigned, and Unassigned. The following are descriptions of fund classifications used by the City:

Non-spendable fund balance includes amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact.

Restricted fund balance includes amounts that have constraints placed upon the use of the resources either by an external party or imposed by law through a constitutional provision or enabling legislation.

Note 1 - Summary of Significant Accounting Policies (continued)

Committed fund balance includes amounts that can be used only for specific purposes pursuant to constraints imposed by a formal action of the City Council, the City's highest level of decision-making authority. This formal action is an order of the City Council as approved in the board minutes.

Assigned fund balance includes amounts that are constrained by the City's intent to be used for a specific purpose, but are neither restricted nor committed. For governmental funds, other than the general fund, this is the residual amount within the fund that is not classified as non-spendable and is neither restricted nor committed. Assignments of fund balance are created by management pursuant to authorization established by the Board of Alderman.

Unassigned fund balance is the residual classification for the general fund. This classification represents fund balance that has not been assigned to other funds and that has not been restricted, committed or assigned to specific purposes within the general fund. The general fund should be the only fund that reports a positive unassigned fund balance amount. In other governmental funds if expenditures incurred for specific purposes exceeded the amounts restricted, committed or assigned to those purposes, it may be necessary to report a negative unassigned fund balance.

When both restricted and unrestricted resources are available for specified expenditures, restricted resources are considered spent before unrestricted resources. Within unrestricted resources, committed would be considered spent first (if available), followed by assigned (if available), and then unassigned amounts.

O. Net Position

The government-wide and proprietary fund financial statements utilize a net position presentation. Net position is categorized as net investment in capital assets, restricted, and unrestricted.

Net investment in Capital Assets - Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, notes or other borrowings attributable to the acquisition, construction or improvement of those assets.

Restricted net position - Consists of net position with constraints placed on the use either by external groups such as creditors, grantors, contributors, or laws and regulations of other governments; or law through constitutional provisions or enabling legislation.

Unrestricted net position - All other net position not meeting the definition of "restricted" or "invested in capital assets, net of related debt."

P. Intergovernmental Revenues in Governmental Funds

Intergovernmental revenues, consisting of grants, entitlements and shared revenues, are usually recorded in Governmental Funds when measurable and available. However, the "available" criterion applies for certain federal grants and shared revenues when the expenditure is made because expenditure is the prime factor for determining eligibility. Similarly, if cost sharing or matching requirements exist, revenue recognition depends on compliance with these requirements.

Note 1 - Summary of Significant Accounting Policies (continued)

Q. Property Tax Revenues

Numerous statutes exist under which the City Council may levy property taxes. The selection of authorities is made based on the objectives and responsibilities of the City. Restrictions associated with property tax levies vary with the statutory authority. The amount of increase in certain property taxes is limited by state law. Generally, this restriction provides that these tax levies shall produce no more than 110% of the amount which resulted from the assessments of the previous year.

The City Council, each year at a meeting in September, levies property taxes for the ensuing fiscal year which begins on October 1. Real property taxes become a lien on January 1 of the current year, and personal property taxes become a lien on March 1 of the current year. Taxes on both real and personal property, however, are due on or before February 1 of the next succeeding year. Taxes on motor vehicles and mobile homes become a lien and are due in the month that coincides with the month of original purchase.

Accounting principles generally accepted in the United States of America require property taxes to be recognized at the levy date if measurable and available. All property taxes are recognized as revenue in the year for which they are levied. Motor vehicle and mobile home taxes do not meet the measurability and collectability criteria for property tax recognition because the lien and due date cannot be established until the date of original purchase occurs.

R. Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results may differ from those estimates.

S. Implementation of New Accounting Principles

The City adopted the provisions of GASB Statement No. 73, *Accounting and Financial Reporting for Pension and Related Assets That Are Not within the Scope of GASB 68, and Amendments to Certain Provision of GASB 67 and GASB 68* ("GASB 73"). GASB 73 provides guidance on assets accumulated for pension plans that are not administered through a trust and provides clarity on certain provision of GASB 67 and GASB 68. The impact of this statement in relation to GASB 67 and GASB 68 is discussed in detail in Note 9.

The City adopted the provisions of GASB Statement No 82, *Pension Issues* ("GASB 82"). GASB 82 addresses practice issues raised during the implementation of the GASB's pension accounting and financial reporting standards for state and local governments. The impact of this statement in relation to GASB 67 and GASB 68 is discussed in detail in Note 8.

Note 2 – Cash

A summary of cash at September 30, 2016 is as follows:

	Deposits with Financial Institutions			
	Unrestricted	Restricted	Cash on Hand	Total
Governmental-type activities				
General Fund	$ 1,952,973	4,839	1,800	1,959,612
$7M Capital Improvement Bond Fund	211,677	-	-	211,677
Other governmental fund	214,402	-	50	214,452
Total governmental activities	2,379,052	4,839	1,850	2,385,741
Business-type activities				
Water & Sewer Fund	921,282	2,168,535	800	3,090,617
Solid Waste Fund	79,580	-	-	79,580
Self-Insurance Fund	514,925	-	-	514,925
Total business-type activities	1,515,787	2,168,535	800	3,685,122
Agency Fund	305,069	-	-	305,069
Total cash	$ 4,199,908	2,173,374	2,650	6,375,932

The carrying amount of the city's total deposits with financial institutions at September 30, 2016, was $6,373,282, and the bank balance was $6,486,545. Of this amount $2,173,374 is restricted for workman's compensation trust and utility customer's deposits. The collateral for public entities' deposits in financial institutions is held in the name of the State Treasurer under a program established by the Mississippi State Legislature and is governed by Section 27-105-5, Miss. Code Ann. (1972). Under this program, the entity's funds are protected through a collateral pool administered by the State Treasurer. Financial institutions holding deposits of public funds must pledge securities as collateral against those deposits. In the event of failure of a financial institution, securities pledged by that institution would be liquidated by the State Treasurer to replace the public deposits not covered by the Federal Deposit Insurance Corporation (FDIC).

Custodial Credit Risk - Deposits. Custodial credit risk is the risk that in the event of the failure of a financial institution, the City will not be able to recover deposits or collateral securities that are in the possession of an outside party. The City does not have a formal policy for custodial credit risk. However, the Mississippi State Treasurer manages that risk on behalf of the City. Deposits above FDIC coverage are collateralized by the pledging financial institution's trust department or agent in the name of the Mississippi State Treasurer on behalf of the City.

Note 3 – Receivables

A. Governmental Activities

Receivables in the governmental activities at September 30, 2016, consisted of the following:

Taxes receivable:	
Property taxes	
Current	$ 114,411
For future reporting period	4,091,088
Total taxes receivable	4,205,499
Intergovernmental receivable:	
Sales taxes	362,880
Franchise taxes	38,290
County road taxes	35,372
Federal grants	233,571
State aid	148,849
Total intergovernmental	818,962
Court fines receivable	8,830,001
Less: allowance for doubtful accounts	(8,388,499)
Total court fines receivable, net	441,502
Total receivable - governmental activities	$ 5,465,963

B. Business-type Activities

Receivable in the business-type activities at September 30, 2016, consisted of the following:

Customer accounts receivable:	
Customer utility charges (billed)	$ 3,748,833
Less: allowance for doubtful accounts	(3,017,811)
Total receivable - business-type activities	$ 731,022

All trade receivables are shown net of an allowance for bad debt. An allowance in the amount of $3,017,811 at September 30, 2016 has been provided in the Water and Sewer Enterprise Fund for estimated uncollectible utility charges.

Note 4 – Interfund Transactions and Balances

Government-wide Financial Statements

A. Internal Balances

At September 30, 2016, the City had the following transfers:

Transfers In	Transfers Out	Amount
Business-type Activities	Governmental Activities	$ 100,000

These amounts represent monies transferred from the governmental-type activities to the business-type activities for construction of water wells.

B. Intra-entity Balances

At September 30, 2016 the City had the following intra entity balances:

Due from other Government Agencies	Due to other Government Agencies	Amount
Governmental Activities	Fiduciary Agency Funds	295,425
Business-type Activities	Fiduciary Agency Funds	259
		$ 295,684

These amounts represent excess cash transfers to the agency clearing funds that are owed back to the City Depository.

Fund Financial Statements

A. Due From/To Other Funds:

During the course of the year, certain expenditures were paid on a reimbursement basis requiring the City to borrow monies at year-end from the general fund in order to prevent a deficit cash balance in certain funds. Allocation percentages of federal reimbursement for construction projects caused expenditures to be paid from the wrong fund requiring many "due to/due from" transactions requiring cash transfer after year end.

Receivable Fund	Payable Fund	Amount
General Fund	Agency Fund	$ 293,166
$7M Capital Improvement Bond Fund	General Fund	32,890
Other Governmental Funds	Agency Fund	2,259
Water & Sewer Fund	Agency Fund	259
Total		$ 328,574

Note 4 – Interfund Transactions and Balances (continued)

B. Transfers In/Out:

Transfers were made in the course of the year for loans to various funds. Other transfers were made to reimburse the various funds for expenditures made on the behalf of other fund purposes.

Transfers In	Transfers Out		Amount
General Fund	Solid Waste Fund	$	100,000
$7M Capital Improvement Bond Fund	General Fund		500,069
Other Governmental Funds	General Fund		407,627
Water & Sewer Fund	General Fund		200,000
Water & Sewer Fund	Solid Waste Fund		248,009
Total		$	1,455,705

Note 5 – Capital assets

A. Governmental Activities

The following is a summary of governmental capital assets activity for the year ended September 30, 2016:

	Balance 10/1/2015	Additions	Adjustments/ Sales	Balance 9/30/2016
Capital assets not being Depreciated:				
Land	$ 1,798,104	1,584,356	-	3,382,460
Construction in Progress	463,698	1,126,979	(463,698)	1,126,979
Total capital assets not being depreciated	2,261,802	2,711,335	(463,698)	4,509,439
Capital assets being depreciated:				
Buildings & Improvements	2,874,369	-	(52,050)	2,822,319
Infrastructure	11,284,105	280,307	463,698	12,028,110
Machinery & Equipment	7,922,830	246,046	(6,947,288)	1,221,588
Equipment under Capital Leases	-	27,185	272,230	299,415
Total capital assets being depreciated	22,081,304	553,538	(6,263,410)	16,371,432
Less accumulated depreciation for:				
Buildings & improvements	745,635	56,446	(365,509)	436,572
Infrastructure	652,023	281,410	445,870	1,379,303
Machinery & Equipment	6,070,805	134,054	(5,385,320)	819,539
Equipment under Capital Leases	-	49,817	113,161	162,978
Total accumulated depreciation	7,468,463	521,727	(5,191,798)	2,798,392
Total Capital assets being depreciated, net	14,612,841	31,811	(1,071,612)	13,573,040
Total governmental activities capital assets, net	$ 16,874,643	2,743,146	(1,535,310)	18,082,479

Note 5 – Capital assets (continued)

Depreciation expense was charged to the following governmental functions:

General Government	$ 51,441
Public Safety	188,172
Public Works	269,172
Culture & Recreation	12,942
	$ 521,727

B. Business-type Activities

The following is a summary of business-type capital assets activity for the year ended September 30, 2016:

	Balance 10/1/2015	Additions	Adjustments/ Sales	Balance 9/30/2016
Capital assets not being Depreciated:				
Land	$ 1,190,870	-	-	1,190,870
Total capital assets not being depreciated	1,190,870	-	-	1,190,870
Capital assets being depreciated:				
Buildings & Improvements	2,223,960	-	(2,223,960)	-
Infrastructure	48,063,461	-	(753,854)	47,309,607
Machinery & Equipment	1,585,497	64,830	8,257	1,658,584
Equipment under Capital Leases	-	-	3,224,544	3,224,544
Total capital assets being depreciated	51,872,918	64,830	254,987	52,192,735
Less accumulated depreciation for:				
Buildings & improvements	610,390	-	(610,390)	-
Infrastructure	16,684,866	1,103,891	(8,603,078)	9,185,679
Machinery & Equipment	1,485,497	81,773	(495,549)	1,071,721
Equipment under Capital Leases	-	75,239	75,239	150,478
Total accumulated depreciation	18,780,753	1,260,903	(9,633,778)	10,407,878
Total Capital assets being depreciated, net	33,092,165	(1,196,073)	9,888,765	41,784,857
Total business-type activities capital assets, net	$ 34,283,035	(1,196,073)	9,888,765	42,975,727

Depreciation expense was charged to the following governmental functions:

Water and Sewer Fund	$ 1,257,577
Solid Waste Fund	3,326
Total depreciation - business-type activities	$ 1,260,903

Note 6 – Court Fines Receivable/Deferred Inflows of Resources

Court fines receivables are recorded as deferred inflow of sources in the fund financial statements due to the funds using modified accrual basis. However, revenues received during the year are recorded in the government-wide financial statements on the full-accrual basis of accounting. Miss. Code Ann. (1972) does not allow for write-off of debt owed to municipalities. The amount represented on the financial statements is conclusive of all bad debts owed by citizens to the municipal courts since the City started providing court services. Court fines receivable at September 30, 2016, were $8,830,001, of which an allowance of $8,388,499 has been determined as uncollectible with $441,502 deemed collectible.

Note 7 – Claims and Judgments

Risk Financing

The City finances its exposure to risk of loss related to workers' compensation for injuries to its employees through the Mississippi Public Entity Workers' Compensation Trust, a public entity risk pool.

The City pays premiums to the pool for its workers' compensation insurance coverage, and the participation agreement provides that the pool will be self-sustaining through member premiums. The retention for the pool is $1,000,000 for each accident and completely covers statutory limits set by the Workers' Compensation Commission. Risk of loss is remote for claims exceeding the pool's retention liability. However, the pool also has catastrophic reinsurance coverage for statutory limits above the pool's retention, provided by Safety National Casualty Corporation, effective from January 1, 2016, to January 1, 2017. The pool may make an overall supplemental assessment or declare a refund depending on the loss experience of all the entities it insures.

The City is exposed to risk of loss relating to employee health, accident and dental coverage. Pursuant to Section 25-15-101, Miss. Code Ann. (1972), the City established a risk management fund (included as an Internal Service Fund) to account for and finance its uninsured risk of loss. Under the plan, amounts payable to the risk management fund are based on actuarial estimates. Each employee pays a portion of his/her premium through a payroll deduction. The City pays the remaining portion of the premium on a single coverage policy for its respective employees. Employees desiring additional and/or dependent coverage pay the additional premium through a payroll deduction. Premium payments to the risk management fund are determined on an actuarial basis. The City has minimum uninsured risk retention to the extent that actual claims submitted exceed the predetermined premium. The City has implemented the following plans to minimize this potential loss:

The City has purchased coinsurance which functions on specific stop loss coverage. This coverage is purchased from an outside commercial carrier. For the current fiscal year, the specific coverage begins when an individual participant's claim exceeds $65,000.

Claims expenditures and liabilities are reported when it is probable that a loss has occurred and the amount of that loss can be reasonably estimated. Liabilities include an amount for claims that have been incurred but not reported (IBNRs). At September 30, 2016, the amount of this liability was $89,359.

Note 7 – Claims and Judgments (continued)

Claims expenditures and liabilities are reported when it is probable that a loss has occurred and the amount of that loss can be reasonably estimated. Liabilities include an amount for claims that have been incurred but not reported (IBNRs). At September 30, 2016, the amount of this liability was $89,359.

	Amount
Liability at beginning of year	$ 85,025
Claims and changes of estimates	933,675
Claims payments	(929,341)
Liability at end of year	$ 89,359

Note 8 – Retirement Plan

The City contributes to the Public Employees' Retirement System of Mississippi (PERS), a cost-sharing multiple-employer defined benefit plan. PERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefit provisions are established by State law and may be amended only by the State of Mississippi Legislature.

Plan Description and Provisions

Substantially all of the City's full-time employees participate in PERS, a multi-employer, cost-sharing, defined benefit public employee pension plan. PERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefit provisions are established by State law and may be amended only by the State of Mississippi Legislature. PERS issues a publicly available financial report that includes financial statements and required supplementary information. That information may be obtained by writing to Public Employee Retirement System, PERS Building, 429 Mississippi Street, Jackson, MS 39201-1005, or by calling (601) 359-3589 or 1-800-444-PERS.

Benefits Provided

Membership in PERS is a condition of employment granted upon hiring for qualifying employees and officials of the State of Mississippi, state universities, community and junior colleges, and teachers and employees of the public cities. For those persons employed by political subdivisions and instrumentalities of the State of Mississippi, membership is contingent upon approval of the entity's participation in PERS by the PERS' Board of Trustees. If approved, membership for the entity's employees is a condition of employment and eligibility is granted to those who qualify upon hiring.

Participating members who are vested and retire at or after age 60 or those who retire regardless of age with at least 30 years of creditable service (25 years of creditable service for employees who became members of PERS before July 1, 2011) are entitled, upon application, to an annual retirement allowance payable monthly for life in an amount equal to 2.0 percent of their average compensation for each year of creditable service up to and including 30 years (25 years for those who became members of PERS before July 1, 2011), plus 2.5 percent for each additional year of creditable service with an actuarial reduction in the benefit for each year of creditable service below 30 years or the number of years in age that the member is below 65, whichever is less. Average compensation is the average of the employee's earnings during the four highest compensated years of creditable service. Benefits vest upon completion of eight years of membership service (four years of membership service for those who became members of PERS before July 1, 2007).

Note 8 – Retirement Plan (continued)

PERS also provides certain death and disability benefits. A Cost-of-Living Adjustment (COLA) payment is made to eligible retirees and beneficiaries. The COLA is equal to 3.0 percent of the annual retirement allowance for each full fiscal year of retirement up to the year in which the retired member reaches age 60 (55 for those who became members of PERS before July 1, 2011), with 3.0 percent compounded for each fiscal year thereafter. Plan provisions are established and may be amended only by the State of Mississippi Legislature.

Contributions

PERS members are required to contribute 9.00% of their annual covered salary, and the City is required to contribute at an actuarially determined rate. The employer's rate as of September 30, 2016, was 15.75% of annual covered payroll. The contribution requirements of PERS members and employers are established and may be amended only by the State of Mississippi Legislature.

Pension Liabilities, Pension Expense, Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At September 30, 2016, the City reported a liability of $11,967,873 in the governmental activities for its proportionate share of the PERS net pension liability. The net pension liability was measured as of June 30, 2016, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City's proportion of the PERS net pension liability was based on a projection of the City's long-term share of contribution to the pension plan relative to projected contributions of all participating entities, actuarially determined. At June 30, 2016, the City's proportion was .067%. For the year ended September 30, 2016, the City recognized PERS pension expense for governmental activities of $1,363,867.

At September 30, 2016, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 333,816	$ -
Changes of assumptions	564,191	(31,802)
Net difference between projected and actual earnings on pension plan investments (netted with 2014 inflow)	810,765	-
Changes in City proportionate share of net pension liability	-	(140,837)
Changes in City's proportionate share of collective deferrals	-	(18,022)
Difference between City's contributions and proportionate share of contributions	-	(20,888)
City contributions subsequent to the measurement date	183,199	-
Total	$ 1,891,971	$ (211,549)

Within the deferred outflows, a net amount of $183,199 of deferred outflows of resources is related to pensions resulting from the City's contributions subsequent to the measurement date and will be recognized as a reduction to the net pension liability in the year ended September 30, 2017.

Note 8 – Retirement Plan (continued)

The remaining amounts reported as deferred outflows of resources related to pensions of $1,708,772, and deferred inflows of resources related to pensions of $211,549, netting to $1,497,223 will be recognized in pension expense as follows:

Year Ending September 30,	
2017	$ 467,943
2018	376,028
2019	416,824
2020	236,428
	$ 1,497,223

Actuarial assumptions

The total pension liabilities in the June 30, 2016, actuarial valuation were determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	3.00 percent
Salary increases	3.75 percent to 19.00 percent, including inflation
Investment rate of return	7.75 percent, net of pension plan investment expense, including inflation

The table for post-retirement mortality rates used in evaluating allowances to be paid was the RP-2014 Healthy Annuitant Blue Collar Table projected with Scale BB to 2016 with male rates set forward one year. The RP-Disabled Retiree Table set forward five years for males and four years for females, was used for the period after disability retirement.

The actuarial assumptions used in the June 30, 2016, valuation were based on the results of an actuarial experience study for the four year period ending June 30, 2016. The experience report is dated May 4, 2015.

The long-term expected rate of return on the investments was determined using a log-normal distribution analysis in which best-estimate ranges of expected future real rates of return (expected nominal returns, net of the plans' investment expense and the assumed rate of inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rate of return by the target asset allocation percentage and by adding expected inflation.

Note 8 – Retirement Plan (continued)

The target asset allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Long-term Expected Real Rate of Return
US Broad	34%	5.20%
International Equity	19%	5.00%
Emerging Markets Equity	8%	5.45%
Fixed Income	20%	0.25%
Real Assets	10%	4.00%
Private Equity	8%	6.15%
Cash	1%	(0.50%)
	100%	

Discount rate

The discount rate used to measure the total pension liability was 7.75 percent, which was based on the future long-term expected rate of return of 7.75 percent. The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rate and that employer contributions for PERS will be made at rates set in the Board's Funding Policy. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return investments was applied to all periods of projected benefit payments to determine the plan's total pension liability.

Sensitivity of *the City's proportionate share* of *the net pension liability* to *changes in the discount rate*

The following table presents the City's proportionate share of the net pension liability calculated using the discount rate of 7.75 percent, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percentage-point lower (6.75 percent) or one percentage-point higher (8.75 percent) than the current rate:

	1% Decrease (6.75%)	Current Discount Rate (7.75%)	1 % Increase (8.75%)
City's Proportionate share of PERS	$ 15,345,496	$ 11,967,873	$ 9,165,540

Pension plan fiduciary net position

Detailed information about the pension plan's fiduciary net position is available in the separately issued PERS financial report which can be obtained at www.pers.ms.gov.

Note 8 – Retirement Plan (continued)

Three-year Trend Information

The following table provides the employer contribution to PERS for the last three fiscal years:

Fiscal Years Ending	Employer Contributions
2016	$ 681,575
2015	658,899
2014	658,605

Note 9 – Long-term Debt

A. Governmental Activities

Transactions for the year ended September 30, 2016 are summarized as follows:

	Balance 10/1/2015	Additions	Retirements	Balance 9/30/2016	Due Within one Year
General Obligation Bonds	$ 6,970,000	-	(545,000)	6,425,000	565,000
Capital Leases	187,048	26,685	(89,910)	123,823	90,077
Compensated Absences	287,375	64,812	-	352,187	31,169
	$ 7,444,423	91,497	(634,910)	6,901,010	686,246

General Obligation Bonds, Series 2010 – In 2010, the City issued $7,000,000 in general obligation bonds to be used for public improvements in the City. The bond is to be repaid over 20 years, maturing in August 2030 and carries a variable interest rate of 2.875% - 4.0%. Payment on this bond will be made from general ad valorem tax collections.

General Obligation – Katrina Loan Refunding Bond, Series 2010 – In 2010, the City issued $2,360,000 in general obligation refunding bonds to be used to cover the costs associated with Hurricane Katrina for public improvements and repairs in the City. The bond is to be repaid over 10 years, maturing in 2020, and carries a fixed interest rate of 3.45%. Payment on this bond will be made from general ad valorem tax collections.

Annual debt service requirements to maturity for these bonds payable are as follows:

September 30,	Principal	Interest	Total
2017	$ 565,000	217,573	782,573
2018	580,000	199,348	779,348
2019	600,000	180,628	780,628
2020	630,000	161,263	791,263
2021	370,000	145,869	515,869
2022-2026	1,985,000	543,006	2,528,006
2027-2030	1,695,000	169,763	1,864,763
	$ 6,425,000	1,617,450	8,042,450

Note 9 – Long-term Debt (continued)

Capital Lease Obligations-Governmental Activities

The City is obligated for the following capital assets acquired through capital leases as of September 30, 2016:

Classes of Property		Governmental Activities
Mobile equipment	$	299,415
Less: accumulated depreciation		(162,978)
Leased property under capital leases	$	136,437

The following is a schedule by years of the total payments due as of September 30, 2016:

September 30,	Principal	Interest	Total
2017	$ 90,077	2,581	92,658
2018	26,308	662	26,970
2019	7,438	180	7,618
	$ 123,823	3,423	127,246

B. Business-type Activities

Transactions for the year ended September 30, 2016 are summarized as follows:

	Balance 10/1/2015	Additions	Retirements	Balance 9/30/2016	Due Within one Year
Revenue Refunding Bonds	$ 5,385,000	-	(1,310,000)	4,075,000	1,330,000
Special Obligation Bonds	3,220,000	-	(130,000)	3,090,000	135,000
Revolving Loans	5,177,141	-	(403,373)	4,773,768	412,796
Capital Leases	3,199,326	-	(182,971)	3,016,355	189,082
Subtotal	16,981,467	-	(2,026,344)	14,955,123	2,066,878
Add: Bond Premium*	63,813	-	(15,953)	47,860	15,953
Total business-type activities	$ 17,045,280	-	(2,042,297)	15,002,983	2,082,831

*As a result of this refunding, a premium of $127,625 was incurred. Current year amounts have been adjusted to show the remaining unamortized amount of this premium in the amount of $47,860. See Note 14 for more details.

Water & Sewer Revenue Refunding Bonds, Series 2012 – In 2012, the City issued $9,185,000 in refunding bonds. These bonds were issued to refund the Revenue Bonds, Series 2001 in an effort to reduce total debt payments. The refunding decreased the City's total debt service payments by approximately $864,418. The transaction resulted in an economic loss (difference between the present value of the debt service on the old and the new bonds) of approximately $866,494. The bond is to be repaid over 7 years, maturing in 2019, and carries a fixed interest rate of 2%. Payment on this bond will be made from the net revenues from the Water and Sewer system operations.

Note 9 – Long-term Debt (continued)

Annual debt service requirements to maturity for this bond payable is as follows:

September 30,	Principal	Interest	Total
2017	$ 1,330,000	68,200	1,398,200
2018	1,355,000	41,350	1,396,350
2019	1,390,000	13,900	1,403,900
	$ 4,075,000	123,450	4,198,450

Special Obligation Bonds, Series 2013 – In 2013, the City issued $3,500,000 in special obligation bonds to be used to cover the costs associated with Hurricane Katrina for public improvements and repairs in the City. The bond is to be repaid over 20 years, maturing in 2033, and carries a variable interest rate of 2.0% - 5.0%. Payment on this bond will be made from the net revenues from the Water and Sewer system operations.

Annual debt service requirements to maturity for this bond payable is as follows:

September 30,	Principal	Interest	Total
2017	$ 135,000	130,306	265,306
2018	140,000	126,256	266,256
2019	145,000	122,056	267,056
2020	145,000	117,706	262,706
2021	150,000	113,356	263,356
2022-2026	835,000	483,838	1,318,838
2027-2031	1,050,000	281,950	1,331,950
2032-2033	490,000	37,000	527,000
	$ 3,090,000	1,412,468	4,502,468

Revolving Loans - The City's utility enterprise fund finances extensions and improvements to its system through note obligations, which are subordinate to the revenue bonds.

The utility currently has six state revolving loans, which enabled the City to provide sewer services in needed areas The City executed these loan agreements with the State of Mississippi Environmental Quality for the purpose of improving the water distribution and sewer collection systems. The City entered into an agreement with the Mississippi State Tax Commission, allowing the Tax Commission to withhold $43,424 from monthly sales tax revenues as payment for principal and interest on bonds beginning in fiscal year 2006.

Annual debt service requirements to maturity for these loans payable are as follows:

September 30,	Principal	Interest	Total
2017	$ 412,796	108,329	521,125
2018	422,459	98,666	521,125
2019	432,368	88,757	521,125
2020	442,531	78,594	521,125
2021	452,955	68,171	521,126
2022-2026	2,134,352	177,617	2,311,969
2027-2030	476,307	16,925	493,232
	$ 4,773,768	637,059	5,410,827

Note 9 – Long-term Debt (continued)

Capital Lease Obligations-Business-type Activities

The City is obligated for the following capital assets acquired through capital leases as of September 30, 2016:

Classes of Property		Governmental Activities
Water Meters Project	$	3,224,544
Less: accumulated depreciation		(150,479)
Leased property under capital leases	$	3,074,065

The following is a schedule by years of the total payments due as of September 30, 2016:

September 30,	Principal	Interest	Total
2017	$ 189,082	98,368	287,450
2018	195,397	92,052	287,449
2019	201,924	85,526	287,450
2020	208,668	78,781	287,449
2021	215,638	71,812	287,450
2022-2026	1,191,160	246,089	1,437,249
2027-2030	814,486	47,863	862,349
	$ 3,016,355	720,491	3,736,846

C. Legal Debt Margin

The amount of debt, excluding specific exempted debt that can be incurred by the City is limited by state statute. Total outstanding debt during a year can be no greater than 15% of assessed value of the taxable property within the City, according to the then last completed assessment for taxation. However, the limitation is increased to 20% whenever a City issues bonds to repair or replace washed out or collapsed bridges on the public roads of the City. As of September 30, 2016, the amount of outstanding debt was equal to 5.57% of the latest property assessments.

D. Compensated Absences

Compensated absences will be paid from the funds from which the employees' salaries were paid which are generally the General Fund.

Note 10 – Property and Sales Tax Revenue

A. Property Tax Revenues

The City levies a tax on real and personal property based on the assessed value of property as compiled by the information extracted from the City assessment tax rolls. The taxes on real property attach as an enforceable lien on the property as of January 1. Taxes on real and personal property are levied by the City Council at the first regular meeting in September.

Note 10 – Property and Sales Tax Revenue (continued)

In accordance with the Mississippi Code of 1972, as amended, the City Council may levy taxes in any amount for general revenue purposes and general improvements. However, taxes collected for the current year are limited to an increase of not more than 10% over receipts for any one of the preceding ten years or a minimum of 20 mills. For purposes of the computation, taxes collected in the current year resulting from property added to the tax assessment roll are excluded from the computation.

The rates are expressed in terms of mills (i.e., ten mills equal one cent). The combined tax rate to finance general governmental services, including the payment of principal and interest on long-term debt but exclusive of school bond and interest for the year ended September 30, 2016 was 37.70 mills or $37.70 per $1,000 of assessed valuation.

Property taxes at the fund level are recorded as receivables and deferred inflow of resources at the time the taxes are levied. Revenues are recognized as the related ad valorem taxes are collected including those collected 60 days after year-end. Additional amounts estimated to be collectible in time to be a resource for payment of obligations incurred during the fiscal year and therefore susceptible to accrual in accordance with GAAP have been recognized as revenue.

B. General Sales Tax Revenues

The State levies a 7% sales tax on retail sales and remits 18.5% of the amount collected (within the corporate boundaries of the City of Gautier) back to the City monthly. General sales tax revenue reported in the General Fund was $2,254,625.

Note 11 – Commitments and Contingencies

A. Risk Management

Claims and Judgments - The City is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The City carries commercial insurance for these risks. Settled claims resulting from these insured risks have not exceeded commercial insurance coverage in any of the past three fiscal years.

Federal Grants - The city has received federal grants for specific purposes that are subject to audit by the grantor agencies. Entitlements to these resources are generally conditional upon compliance with the terms and conditions of grant agreements and applicable federal regulations, including the expenditure of resources for allowable purposes. Any disallowance resulting from a grantor audit may become a liability of the City. No provision for any liability that may result has been recognized in the City's financial statements.

Litigation - The City is party to legal proceedings, many of which occur in the normal course of governmental operations. It is not possible at the present time to estimate ultimate outcome or liability, if any, of the City with respect to the various proceedings. However, the City's legal counsel believes that ultimate liability resulting from these lawsuits will not have a material adverse effect on the financial condition of the City.

Note 11 – Commitments and Contingencies (continued)

B. Commitments

Contract for Operations of Water and Wastewater Systems – The City renewed a contract with Clearwater Solutions, LLC for operation and maintenance of the City's water and sewer systems and utility billing of water and sewer systems. The fee under the contract is $203,358/month for the year ended September 30, 2016. Annually, the amount shall be adjusted by the consumer price index by the U.S. Department of Labor Statistics. During the fiscal year ended September 30, 2016 the City paid a total of $2,663,034 to Clearwater Solutions, LLC under this contract.

Contract for Operations of Solid Waste Collections – The City renewed a contract with Delta Sanitation of MS, LLC for the operations of solid waste collections. The fee under the contract is approximately $82,100/month for the year ended September 30, 2016. This amount includes commercial and residential garbage collection and approximately $232/month for cart rentals. During the fiscal year ended September 30, 2016 the City paid a total of $1,066,240 to Delta Sanitation of MS, LLC under this contract.

Note 12 – Joint Ventures

Joint Venture - The City of Gautier contracts with the Jackson County Utility Authority (the "Authority"), whereby the Authority picks up and disposes the City's solid waste and treats and disposes of the City's wastewater in compliance with water quality standards established by the Mississippi Air and Water Pollution Control law and the Federal Water Pollution Control Act.

The Authority provides for the operation and maintenance of the sewer treatment plants on a cost reimbursement basis. Pursuant to the terms of the agreement, the City is required to pay monthly costs of operations and maintenance directly associated with the treatment facilities and to share in the construction costs of the treatment facilities. The costs associated with this contract totaled $2,132,125 for the year.

Note 12 – Joint Ventures (Continued)

As of the date of this report, the financial statements of the Jackson County Utility Authority had not be published; therefore; the following is a synopsis of the Authority's financial statements as of and for the year ended September 30, 2015:

CONDENSED STATEMENT OF NET POSITION

ASSETS	
Current assets	$ 2,380,509
Restricted assets	3,026,861
Capital assets, net	142,277,431
Total assets	147,684,801
DEFFERED OUTFLOWS OF RESOURCES	2,072,713
LIABILITIES	
Current liabilities	9,801,739
Long-term liabilities	20,869,572
Total liabilities	30,671,311
DEFERRED INFLOWS OF RESOURCES	269,758
NET POSITION	
Invested in capital assets, net of related debt	123,734,390
Restricted	3,023,861
Unrestricted	(7,944,806)
Total net position	118,813,445

CONDENSED STATEMENT OF REVENUES AND EXPENDITURES AND CHANGES IN NET POSITION

Operating revenue	$ 12,223,572
Operating expenses	(17,857,177)
Nonoperating revenues	32,395
Nonoperating expenditures	(340,273)
Capital grants and contributions	5,624,610
Change in net position	$ (316,873)

The City's obligation to pay operational costs of the Authority is joint and several with the obligations of all other public agencies similarly contracting with the Authority. Whenever any public City shall default in the payment to the Authority of its respective payment, the Authority may adjust the contract sums of the remaining public agencies, which are not in default so as to increase their contract sums by a proportional amount.

A complete copy of the 2016 financial statements should be soon on file at the administrative offices of the Authority which are located at 11100 Highway 57, Vancleave, Mississippi 39565, or may be obtained by calling (228) 762-0119.

Note 13 – Jointly Governed Organizations

Jointly Governed Organization - On November 2, 1970, the City entered into an agreement with the Board of Trustees of the Jackson George Regional Library System, the City of Moss Point, City of Pascagoula, City of Ocean Springs, City of Lucedale, and the Board of Supervisors of Jackson County to mutually cooperate in securing a more economical public library system through combined resources, interests, materials and facilities to be known as the Jackson George Regional Library System. There are no specific monetary terms in the agreement and the City of Gautier has no equity interest in the organization. However, a budget is approved every year by the County Library Board, which stipulates the amount of funds needed from the participating municipalities and various other funding sources. The City contributed $105,062 to the Library for the year ended September 30, 2016.

Note 14 – Prior Period Adjustments

Fund Statements

The following schedule details the adjustments that were made to beginning fund balances:

Description of adjustment	Statement of Revenues, Expenditures and Changes in Fund Balance
To correct prior year intergovernmental receivables	$ (15,666)
To correct prior year sales tax receivable	(92,518)
To defer prior year court fines properly in fund	323,499
To correct prior year workman's compensation liability	(128,378)
	$ 86,937

The following schedule is detail of the fund balance reclassification made to beginning fund balance:

	Statement of Revenues, Expenditures and Changes in Fund Balance	Statement of Revenues, Expenses and Changes in Net Position - Business-type Activities
To reclassify prior year internal service fund balance	$ (126,242)	126,242

Note 14 – Prior Period Adjustments (continued)

Government-Wide Statements

The following schedule details the adjustments that were made to net position:

Description of adjustment	Statement of Revenues, Expenses and Changes in Net Position - Business-type Activities	Statement of Revenues, Expenses and Changes in Net Position - Government-type Activities	Statement of Activities - Governmental Activities
To correct prior year intergovernmental receivables	$ -	$ -	$ (15,666)
To correct prior year sales tax receivable	-	-	(92,518)
To deferred prior year court fines properly in fund	-	-	323,499
To correct prior year workman's compensation liability	(259)	-	(128,378)
To correct prior year insurance premiums receivable	-	336,628	336,630
To correct prior year accrued interest	42,202	-	(37,616)
To recognize prior year court fines deferred improperly	-	-	323,499
To correct prior year bond premium	63,813	-	-
To correct prior year capital assets	(9,964,004)	-	(1,535,310)
	$ (9,858,248)	$ 336,628	$ (825,860)

Note 15 – Subsequent Events

Events that occur after the Statement of Net position date but before the financial statements are available to be issued must be evaluated for recognition or disclosure. The effects of subsequent events that provide evidence about conditions that existed at the Statement of Net position date are recognized in the accompanying financial statements. Subsequent events which provide evidence about conditions that existed after the Statement of Net position date require disclosure in the accompanying notes. Management of the City evaluated the activity of the City through July 18, 2017, (the date the financial statements were available to be issued), and determined that the following significant subsequent events have occurred requiring disclosure in the notes to the financial statement.

In December 2016, the City authorized "just compensation" in the amount of $339,660 to purchase land for the Martin Bluff Road Widening Project.

In December 2016, the City authorized Compton Engineering to act as its agent on behalf of the City related to the Mississippi Department of Marine Resources grant received in the amount of $190,310 for the City Park Boat Launch Improvement Project. The City's local match for this grant is $65,300 that the City expects to be paid with Tidelands grant funds.

In February 2017, the City entered into an operating lease rental agreement in the amount of $22,602 to be paid monthly for 48 months for the lease of a copy machine and electronic equipment for the planning department.

In February 2017, the City entered into an operating lease rental agreement in the amount of $7,992 to be paid monthly for 48 months for the lease of a copy machine.

Note 15 – Subsequent Events (continued)

In February 2017, the City entered into an agreement with the Mississippi Development Authority for a capital improvement revolving loan in the amount of $763,087. This loan carries a 2% interest rate and matures February 1, 2036. The City will make annual payments of $46,324.

In April 2017, the City reorganized its department heads by eliminating the Cultural Services Director and Department and created two new divisions: The Parks and Facilities Department, which will be responsible for maintaining city parks, grounds and facilities, and the Community Activities Department which will be responsible for all city events, recreation and other activities.

In April 2017, the City received an award letter for a $350,000 Development Infrastructure Grant for assistance in financing infrastructure projects to support business locations and expansions in Mississippi. The grant requires a $35,000 local match. $20,000 of the grant match is expected to come from the $763,087 CAP loan with the Mississippi Development Authority, and the other $15,000 portion of the match will come from the enterprise utility revenues.

In May 2017, the City entered into a lease agreement with Hancock/Whitney Bank to purchase 7 new vehicles in the amount of $157,239. The terms of the lease are for 3 annual payments of $54,725 a year. The lease carries a 2.19% interest rate.

REQUIRED SUPPLEMENTARY INFORMATION

City of Gautier, Mississippi
Statement of Revenues, Expenditures
and Changes in Fund Balance
General Fund
Budget to Actual - (Prepared on the Budgetary Basis)
For the Fiscal Year Ended September 30, 2016

	Budgeted Amounts		Actual Budgetary Basis	Variances Favorable (Unfavorable)	
	Original	Final		Original to Final	Final to Actual
Revenues:					
Property taxes	$ 4,387,347	4,386,347	4,486,433	(1,000)	100,086
General sales tax	2,120,000	2,120,000	2,623,082	-	503,082
Fines and forfeitures	770,000	525,000	526,983	(245,000)	1,983
Licenses and permits	89,700	89,700	114,342	-	24,642
Intergovernmental	773,500	785,130	742,493	11,630	(42,637)
Charges for services	24,000	24,000	27,980	-	3,980
Franchise fees	163,000	163,000	164,803	-	1,803
Investment earnings	1,000	1,000	3,453	-	2,453
Miscellaneous	13,500	52,550	77,407	39,050	24,857
Total Revenues	8,342,047	8,146,727	8,766,976	(195,320)	620,249
Expenditures:					
General government:					
Personnel services	2,210,248	2,152,329	2,113,308	57,919	39,021
Supplies	61,200	62,450	49,418	(1,250)	13,032
Contractual	992,660	974,400	852,730	18,260	121,670
Capital outlay	149,554	178,968	173,508	(29,414)	5,460
Total general government	3,413,662	3,368,147	3,188,964	45,515	179,183
Public safety:					
Personnel services	4,187,168	4,138,988	3,988,714	48,180	150,274
Supplies	309,284	238,784	188,943	70,500	49,841
Contractual	237,855	244,355	196,576	(6,500)	47,779
Capital outlay	175,485	175,485	159,177	-	16,308
Total public safety	4,909,792	4,797,612	4,533,410	112,180	264,202
Public works:					
Personnel services	200,825	201,975	200,716	(1,150)	1,259
Supplies	68,500	113,550	100,900	(45,050)	12,650
Contractual	126,000	130,850	111,595	(4,850)	19,255
Capital outlay	16,000	54,950	54,824	(38,950)	126
Total public works	411,325	501,325	468,035	(90,000)	33,290
Culture and recreation					
Personnel services	267,163	251,513	239,050	15,650	12,463
Supplies	36,500	43,150	43,058	(6,650)	92
Contractual	80,650	77,200	77,222	3,450	(22)
Capital outlay	13,500	16,950	16,939	(3,450)	11
Total culture and recreation	397,813	388,813	376,269	9,000	12,544
Debt service	95,744	95,744	95,744	-	-
Total Expenditures	9,228,336	9,151,641	8,662,422	76,695	489,219

City of Gautier, Mississippi
Statement of Revenues, Expenditures
and Changes in Fund Balance
General Fund
Budget to Actual - (Prepared on the Budgetary Basis)
For the Fiscal Year Ended September 30, 2016

	Budgeted Amounts		Actual Budgetary Basis	Variances Favorable (Unfavorable)	
	Original	Final		Original to Final	Final to Actual
Other Financing Sources (Uses):					
Proceeds from sale of surplus	-	(2,140)	(2,136)	(2,140)	4
Transfers in	100,000	100,000	100,000	-	-
Transfers out	(911,329)	(1,116,279)	(1,107,696)	(204,950)	8,583
Total Other Financing Sources (Uses)	(811,329)	(1,018,419)	(1,009,832)	(207,090)	8,587
Cash Basis	$ (1,697,618)	(2,023,333)	(905,278)	(325,715)	1,118,055

Net Change in fund balance - Budget-Cash Basis		$ (905,278)
Revenues per Cash-basis Budget	8,766,976	
Additional accrued revenues	(460,192)	(460,192)
Revenues per Fund Financial Statements	8,306,784	
Expenditures per Cash-basis Budget	8,662,422	
Additional accrued expenses	47,657	(47,657)
Expenditures per Fund Financial Statement	8,710,079	
Lease proceeds not budgeted	26,685	26,685
Net Change in fund balance - Fund Financials		$ (1,386,442)

City of Gautier, Mississippi
Notes to the Required
Supplementary Information-Budgetary Schedules
For the Fiscal Year Ended September 30, 2016

A. Budgetary Information.

State statues authorize the State Auditor to regulate the municipal budget process. Expenditures must be defined to the minimum level prescribed by the State Auditor. The State Auditor has set this level at the purpose level. Municipalities are prohibited from spending in excess of the lowest level adopted in the budget except for capital outlay, election expense and emergency warrants.

B. Basis of Presentation.

The Budgetary Comparison Schedule - Budget and Actual (Non-GAAP Basis) presents the original legally adopted budget, the final legally adopted budget, actual amounts on a budgetary (Non-GAAP Basis) and variances between the final budget and the actual amounts. The schedule is presented for the General Fund and each major Special Revenue Fund. The Budgetary Comparison Schedule - Budget and Actual (Non-GAAP Basis) is a part of required supplemental information.

C. Budget/GAAP Reconciliation.

The major differences between the budgetary basis and the GAAP basis are:

1. Revenues are recorded when received in cash (budgetary) as opposed to when susceptible to accrual (GAAP).

2. Expenditures are recorded when paid in cash (budgetary) as opposed to when susceptible to accrual (GAAP).

D. Budgetary Data

The procedures used by the City in establishing budget are mandated by Mississippi State law. A brief summary of the City's policies for recording budgetary data in the financial statements are as follows:

1. Prior to August 1, the Mayor submits to the Board of Alderman a proposed operating budget for the fiscal year beginning October 1. The operating budget includes proposed expenditures and the means of financing them.
2. Public hearings are conducted to obtain taxpayer comments.
3. No later than September 15, the budget is legally enacted through passage of a resolution.
4. Formal budgetary integration is employed as a management control device during the year for all governmental and proprietary funds.
5. Budgets for the governmental and proprietary funds are adopted on a cash basis except for expenditures which include those paid within 30 days of the fiscal year end as required by state statute.

City of Gautier, Mississippi
Schedule of the City's Proportionate Share of the Net Pension Liability
Last 10 Fiscal Years*
For the Fiscal Year Ended September 30, 2016

		2016	2015	2014
City's proportion of the net pension liability (asset)		0.067%	0.067%	0.069%
City's proportionate share of the net pension liability (asset)	$	11,967,873	10,356,879	8,132,573
City's covered-employee payroll	$	4,269,283	4,199,035	4,182,032
City's proportionate share of the net pension liability (asset) as a percentage of its covered-employee payroll		280.33%	246.65%	194.46%
Plan fiduciary net position as a percentage of the total pension liability		57.47%	61.70%	61.70%

* The amounts presented for each fiscal year were determined as of the measurement date of June 30 prior to the fiscal year presented. This schedule is presented to illustrate the requirement to show information for 10 years. However, GASB Statement No. 68 was implemented for the fiscal year ended September 30, 2015, and, until a full 10 year trend is compiled, the City has only presented information for the years in which information is available.

City of Gautier, Mississippi
Schedule of the City's Contributions
Last 10 Fiscal Years*
For the Fiscal Year Ended September 30, 2016

		2016	2015
Contractually required contribution	$	681,575	658,899
Contributions in relation to the contractually required contribution		681,575	658,899
Contribution deficiency (excess)	$	-	-
City's covered-employee payroll	$	4,327,460	4,183,486
Contributions as a percentage of covered-employee payroll		15.75%	15.75%

* This schedule is presented to illustrate the requirement to show information for 10 years. However, GASB Statement No. 68 was implemented for the fiscal year ended September 30, 2015, and, until, a full 10 year

Pension Schedules

A. Changes in assumptions

In 2016, and later, the assumed rate of interest credited to employee contributions was changed from 3.5% to 2.00%.

B. Valuation date

Effective July 1, 2016 the interest rate on employee contributions shall be calculated based on the money market rate as published by the Wall Street Journal on December 31 of each preceding year with a minimum rate of one percent and maximum rate of five percent.

SUPPLEMENTAL INFORMATION

City of Gautier, Mississippi
Schedule of the Expenditures of Federal Awards
For the Year Ended September 30, 2016

CITY OF GAUTIER, MISSISSIPPI
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED SEPTEMBER 30, 2016

Federal Grantor/ Passed-through Grantor/ Program Title or Cluster	Federal CFDA Number	Grant No. / Pass-Through Number	Federal Expenditures
Environmental Protection Agency			
Brownfield Assessment	66.818	BFD00D25414	$ 153,203
Total Environmental Protection Agency			153,203
U.S. Department of Transportation			
Passed through Mississippi Department of Transportation			
Urban Youth Corp	20.000	STP-9999-09	33,967
Transportation Improvement-Martin Bluff Road*	20.205	STP-919	1,588,840
Transportation Improvement-Hwy 57*	20.205	STP-0494	41,534
Transportation Improvement-Safe Routes to Schools*	20.205	STP-0494	9,484
Passed through Mississippi Dept of Wildlife, Fisheries & Parks			
MS Recreational Trails-Shepard State Park	20.219	28-RTP-0234	86,758
Total U.S. Department of Transportation			1,760,583
Total Federal Financial Assistance			$ 1,913,786

* Denotes major federal award program

City of Gautier, Mississippi
Notes to the Schedule of Expenditures of Federal Awards
For the Year Ended September 30, 2016

Note 1 – General

The accompanying schedule of Expenditures of Federal Awards (SEFA) presents the activity of all federal award programs of the City of Gautier, Mississippi (the "City). All federal awards received directly from federal agencies as well as federal awards passed through other government agencies to the City are included in the accompanying SEFA.

Note 2 – Basis of Accounting

The accompanying schedule of expenditures of federal awards includes the federal grant activity of the City and is presented on the modified-accrual basis of accounting. Differences between the granting-agency basis of accounting and the basis of accounting used by the City in preparing its financial fund statements may occur.

Note 3 – Federal Loans

The City has the following federal loans outstanding as of September 30, 2016:

Program Title	CFDA Number	Current Year Expenditures	Unpaid Loan Balance	Original Loan Amount
Environmental Protection Agency Passed-though the Mississippi Department of Environmental Quality				
DWI-H280114-02	66.458	-	263,869	422,610
DWI-H280114-01-02	66.458	-	512,700	470,475
SRF-C280879-02-2	66.458	-	1,253,053	1,760,448
SRF-C280879-01-3	66.458		752,872	1,288,485
DWI-H280092-01-3	66.458	-	860,690	1,344,987
SRF-C280754-01-3	66.458	-	1,130,584	1,865,320
Total federal loans		$ -	$ 4,773,768	$ 7,152,325

City of Gautier, Mississippi
Schedule of Surety Bonds
(Required by State of Mississippi)
For the Fiscal Year Ended September 30, 2016

Position	Name	Amount
Mayor	Gordon Gollott	$ 100,000
Aldermen	Mary Martin	100,000
Aldermen	Casey Vaughan	100,000
Aldermen	Hurley Gutillotte	100,000
Aldermen	Johnny Jones	100,000
Aldermen	Charles Anderson	100,000
Aldermen	Adam Colledge	100,000
City Manager	Paula Yancy	50,000
Police Chief	Dante Elbin	50,000
City Clerk	Cynthia Russell	50,000
Deputy City Clerk	Teresa Montgomery	50,000
Deputy City Clerk	Tricia Thigpen	50,000
Executive Assistant	Chasity Bilbo	50,000
Administrative Clerk	Joan Craswell	50,000
Administrative Clerk	Rachel Honea	50,000
Administrative Clerk	Addie Bank	50,000
Administrative Clerk	Ramona Morgag	50,000
Accounting Personnel Clerk	Lekeisha Hill	50,000
Accounting Personnel Clerk	Kim Sheppard	50,000
Accounting Personnel Clerk	Leoquetta Reddix	50,000
Court Clerk	Donna Davis	50,000
Deputy Court Clerk	Nancy Lebhart	50,000
Police Captain	Daniel Selover	25,000
Records Clerk	Tina Hansen	50,000
Purchase Clerk	Sherry Farabee	50,000
Dispatcher	Michael Steward	50,000
Dispatcher	Cameron Thigpen	50,000
Dispatcher	Karri Dooley	50,000
Dispatcher	Danielle Price	50,000
Dispatcher	Ashtin Langdon	50,000
Dispatcher	Timothy Werner	50,000
Dispatcher	Keisha Keyes	50,000
Dispatcher	Alex Patrick	50,000
Dispatcher	Alyssa Mcvicker	50,000
Park Attendant	Laquita Harris	50,000
Park Attendant	Paxton Stokley	50,000
Park Attendant	Donnie Bennett	50,000
Park Attendant	Mohammed Gueye	50,000

SPECIAL REPORTS

WRIGHT, WARD, HATTEN & GUEL
PROFESSIONAL LIMITED LIABILITY COMPANY
(SUCCESSORS TO A. L. EVANS & COMPANY ESTABLISHED 1929)
Certified Public Accountants
HANCOCK BANK BUILDING
2510 - 14TH STREET
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INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

July 18, 2017

Honorable Mayor and
City Council of
City of Gautier, Mississippi

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the City of Gautier, Mississippi (the "City") which comprise the statement of financial position as of September 30, 2016, and the related statements of activities, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated July 18, 2017.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. We did identify certain deficiencies in internal control, described in the accompanying schedule of findings and questioned costs that we considered to be a material weaknesses: 2016-002.

Compliance and Other Matters

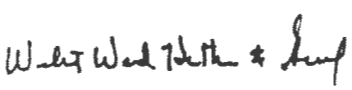
As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed an instance of noncompliance or other matters that are required to be reported under *Government Auditing Standards* as described in the Schedule of findings and questioned cost: 2016-001.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose. However, this report is a matter of public record and its distribution is not limited.

City of Gautier, Mississippi's Response to Findings

City of Gautier Mississippi's response to the findings identified in our audit is described in the Auditee's Corrective Action Plan. City of Gautier, Mississippi's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.



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LIMITED INTERNAL CONTROL AND COMPLIANCE REVIEW MANAGEMENT REPORT

July 18, 2017

Honorable Mayor and
City Council of
City of Gautier, Mississippi

In planning and performing our audit of the financial statements of the City of Gautier, Mississippi for the year ended September 30, 2016, we considered the City's internal control to determine our auditing procedures for the purpose of expressing our opinions on the financial statements and not to provide assurance on internal control.

In addition, for areas not considered material to City of Gautier's financial reporting, we have performed some additional limited internal control and state legal compliance review procedures as identified in the state legal compliance audit program issued by the Office of the State Auditor. Our procedures were substantially less in scope than an audit, the objective of which is the expression of an opinion on the County's compliance with these requirements. Accordingly, we do not express such an opinion. This report does not affect our report dated July 18, 2017, on the financial statements of the City of Gautier, Mississippi.

Due to the reduced scope, these review procedures and compliance tests cannot and do not provide absolute assurance that all state legal requirements have been complied with. Also, our consideration of internal control would not necessarily disclose all matters within the internal control that might be weaknesses. In accordance with Section 7-7-211, Miss. Code Ann. (1972), the Office of the State Auditor, when deemed necessary, may conduct additional procedures and tests of transactions for this or other fiscal years to ensure compliance with legal requirements.

The results of our review procedures and compliance tests identified certain areas that are opportunities for strengthening internal controls and operating efficiency. Our finding, recommendation, and your response are disclosed below:

Comptroller.

1. The City is not following the chart of accounts prescribed by the State Auditor Municipal Audit and Accounting Guide. (Section 21-35-11)

Recommendation:

We recommend that the City follow the State Auditor's accounting guide.

City's Response:

The City concurs with the auditor's recommendation.

This report is intended for the information of the City's management and the Office of the State Auditor and is not intended to be and should not be used by anyone other than these specified parties. However, this report is a matter of public record and its distribution is not limited.

Walter Wood Walter & Sanf

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INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

July 18, 2017

Honorable Mayor and
City Council of
City of Gautier, Mississippi

Report on Compliance for Each Major Federal Program

We have audited City of Gulfport, Mississippi's (the "City") compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have direct and material effect on each of City's major federal programs for the year ended September 30, 2016. The City's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the City's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the City's compliance.

Opinion on Each of the Other Major Federal Programs

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its other major federal programs identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs for the year ended September 30, 2016.

Report on Internal Control over Compliance

Management of the City, is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Purpose of this Report

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Walter Wadlington & Lamp

City of Gautier, Mississippi
Schedule of Findings and Questioned Costs
September 30, 2016

SECTION 1 – SUMMARY OF AUDITORS' RESULTS

Financial Statements:

1.	Type of auditors' report issued on the financial statements:	
	Governmental activities	Qualified
	Business-type activities	Qualified
	General and other major funds	Unmodified
	Aggregate remaining fund information	Unmodified
2.	Internal control over financial reporting:	
	a. Material weaknesses identified?	Yes
	b. Significant deficiencies identified that are not considered to be material weaknesses?	No
3.	Noncompliance material to the financial statements noted?	Yes

Federal Awards:

4.	Type of auditor's report issued on compliance for major programs:	Unmodified
5.	Internal control over major programs:	
	a. Material weaknesses identified?	No
	b. Significant deficiencies identified that are not considered to be material weaknesses?	None Reported
6.	Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	None
7.	Federal programs identified as major:	

CFDA Number(s)	Name of Federal Program or Cluster
20.205	U.S. Department of Transportation

8.	Dollar threshold used to distinguish between type A and type B programs:	$ 750,000
9.	Auditee qualified as low-risk auditee?	No

SECTION 2 – FINANCIAL STATEMENT FINDINGS

Finding Number	**2016-001**
Opinion Unit	Governmental Activities Business-type Activities
Finding Type	Material weakness
Finding	Capital assets
Criteria	Capital assets must be accounted for in accordance with State guidelines.
Condition	During our audit testing we made several adjustments to capital assets and related depreciation to comply with *Governmental Auditing Standards* issued by the Comptroller General of the United States, and the *Municipal Audit and Accounting Guide* issued by the Mississippi Office of the State Auditor.
Effect	The audit adjustments made to comply with guidelines were material to the governmental activities and business-type activities.
Recommendation	The City needs to comply with *Governmental Auditing Standards* and the guidelines outlined in the Municipal Audit and Accounting Guide issued by the Mississippi Office of the State Auditor.

Finding Number	**2016-002**
Opinion Unit	Governmental Activities
Finding Type	Material weakness in Internal Control
Finding	Inadequate segregation of duties.
Criteria	An effective system of internal control requires that no one person handle all of the elements of a single transaction.
Condition	During our audit, we noted that the court clerk handles large volumes of cash transactions. She also handles receipts, and posts the payments to court software. The court clerk also has the ability to make adjustments to case data.
Effect	Failure to implement controls over the collecting, recording and lack of separation of duties could result in the loss or misappropriation of public funds.
Recommendation	We recommend that the City establish and implement new procedures and policies in order to maintain adequate separation of duties and oversight in the collection of court and traffic fees.

SECTION 3 – FEDERAL AWARD FINDNGS AND QUESTIONED COSTS

There were no federal award findings noted during the fiscal year ended September 30, 2016.

AUDITEE CORRECTIVE ACTION PLAN

Mayor
Gordon T. Gollott

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

City of Gautier
Gautier, Mississippi

City Manager
Paula S. Yancey

City Clerk
Cynthia Russell

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

CITY OF GAUTIER, MISSISSIPPI
Corrective Action Plan
For the Year Ended September 30, 2016

Section 2 – Financial Statements Findings

2016-001 Capital Assets Material weakness

Response:

The City will continue to implement policies to be in compliance with *Governmental Auditing Standards* and the State Auditor's Municipal Auditing and Accounting Guide.

2016-002 Inadequate segregation of duties Material weakness

Response:

The City will try to implement policies and procedures to segregate incompatible duties.

Paula Yancey, City Manager, introduced Business Item #2 – Conduct public hearing for FY 2018 Budget.

After a brief discussion and comments. The presentation concluded.

City of Gautier
October 1, 2017 - September 30, 2018
Annual Budget

GENERAL FUND: FUND 001	BUDGET FY 2017	PROPOSED BUDGET FY 2018
REVENUES		
Licenses & Permits	$ 80,000.00	$ 91,000.00
Inter-Governmental Revenue:		
In Lieu of Taxes	$ 355,000.00	$ 342,000.00
Franchise Fees	$ 163,000.00	$ 155,000.00
General Sales Tax	$ 2,225,000.00	$ 2,235,000.00
ABC Licenses	$ 11,000.00	$ 13,000.00
Homestead Reimbursement	$ 90,000.00	$ 90,000.00
Motor Fuel Tax	$ 14,000.00	$ 115,560.00
Shared Revenues - Road Tax	$ 487,000.00	$ 487,000.00
Shared Revenues - Recreation	$ 135,000.00	$ 135,000.00
Rail Car Tax	$ 2,000.00	$ 2,200.00
Privilege Tax-Heavy Duty Vehicle	$ 1,600.00	$ 4,000.00
Municipal Aid Surplus	$ 9,200.00	$ 9,200.00
FEMA/MEMA Reimbursement	$ -	$ -
Fine & Forfeits	$ 476,000.00	$ 474,000.00
Grants	$ 36,855.00	$ 29,000.00
Surplus Property	$ -	$ -
Loan - HIDTA Vehicle	$ -	$ -
Loan - Police Cars	$ 170,000.00	$ -
Miscellaneous	$ 88,200.00	$ 110,255.00
Transfer from Other Funds	$ 200,000.00	$ -
Transfer from Solid Waste Fund	$ 316,500.00	$ 500,000.00
Transfer from Enterprise Fund	$ 200,000.00	$ 300,000.00
Total revenue from sources other than taxation	$ 5,060,355.00	$ 5,092,215.00
Balance at beginning of year	$ 1,525,000.00	$ 1,450,000.00
Total from all sources other than taxation	$ 6,585,355.00	$ 6,542,215.00
Amount necessary to be raised by tax levy	$ 4,091,088.00	$ 4,500,273.00
Total available cash and anticipated revenue	$ 10,676,443.00	$ 11,042,488.00
GENERAL FUND		
EXPENDITURES		
LEGISLATIVE DEPARTMENT		
Personnel Services	$ 95,274.00	$ 102,562.00
Supplies	$ 1,000.00	$ 4,000.00
Other Services & Charges	$ 21,200.00	$ 22,650.00
Total	$ 117,474.00	$ 129,212.00
CITY COURT		
Personnel Services	$ 128,941.00	$ 174,520.00
Supplies	$ 3,000.00	$ 3,000.00
Other Services & Charges	$ 130,550.00	$ 141,650.00
Capital Outlay	$ -	$ -
Total	$ 262,491.00	$ 319,170.00
CITY MANAGER		
Personnel Services	$ 224,297.00	$ 148,614.00
Supplies	$ 2,500.00	$ 5,500.00
Other Services & Charges	$ 65,300.00	$ 89,450.00
Total	$ 292,097.00	$ 243,564.00
HUMAN RESOURCES		
Personnel Services	$ 124,281.00	$ 128,900.00
Supplies	$ 3,700.00	$ 3,700.00
Other Services & Charges	$ 10,700.00	$ 10,250.00
Capital Outlay	$ -	$ 200.00
Total	$ 138,681.00	$ 143,050.00
ELECTIONS		
Supplies	$ 1,500.00	$ -
Other Services & Charges	$ 14,500.00	$ -
Total	$ 16,000.00	$ -
CITY CLERK		
Personnel Services	$ 227,766.00	$ 235,955.00
Supplies	$ 11,500.00	$ 11,500.00
Other Services & Charges	$ 18,104.00	$ 28,400.00
Capital Outlay	$ -	$ 1,600.00
Total	$ 257,370.00	$ 277,455.00

FINANCE				
Personnel Services	$	190,580.00	$	180,865.00
Supplies	$	1,500.00	$	1,050.00
Capital Outlay	$	-	$	2,000.00
Total	$	192,080.00	$	183,915.00
CITY ATTORNEY				
Other Services & Charges	$	120,000.00	$	105,000.00
Total	$	120,000.00	$	105,000.00
ECONOMIC DEVELOPMENT & PLANNING				
Personnel Services	$	243,810.00	$	258,158.00
Supplies	$	10,000.00	$	10,000.00
Other Services & Charges	$	56,760.00	$	30,060.00
Capital Outlay	$	-	$	3,000.00
Total	$	310,570.00	$	301,218.00
BUILDINGS AND FACILITIES				
Supplies	$	13,000.00	$	16,000.00
Other Services & Charges	$	519,600.00	$	545,200.00
Capital Outlay	$	14,500.00	$	10,500.00
Total	$	547,100.00	$	571,700.00
GRANTS & PROJECTS ADMIN				
Personnel Services	$	-	$	134,948.00
Supplies	$	-	$	1,000.00
Other Services & Charges	$	-	$	3,320.00
Capital Outlay	$	-	$	2,500.00
Total	$	-	$	141,768.00
POLICE DEPARTMENT				
Personnel Services	$	2,820,469.00	$	2,762,870.00
Supplies	$	190,000.00	$	203,500.00
Other Services & Charges	$	163,350.00	$	160,900.00
Capital Outlay	$	231,415.00	$	13,792.00
Debt Service	$	75,100.00	$	63,976.00
Total	$	3,480,334.00	$	3,205,038.00
FIRE DEPARTMENT				
Personnel Services	$	2,167,129.00	$	2,232,040.00
Supplies	$	67,867.00	$	62,867.00
Other Services & Charges	$	113,920.00	$	104,250.00
Capital Outlay	$	6,000.00	$	6,000.00
Total	$	2,354,916.00	$	2,405,157.00
RECREATION DEPARTMENT				
Personnel Services	$	272,919.00	$	311,455.00
Supplies	$	37,700.00	$	44,500.00
Other Services & Charges	$	85,900.00	$	97,250.00
Capital Outlay	$	-	$	-
Total	$	396,519.00	$	453,205.00
STREETS				
Supplies	$	50,000.00	$	70,000.00
Other Services & Charges	$	152,000.00	$	153,000.00
Capital Outlay	$	15,000.00	$	30,000.00
Total	$	217,000.00	$	253,000.00
MAINTENANCE				
Personnel Services	$	205,708.00	$	208,480.00
Supplies	$	14,900.00	$	19,900.00
Other Services & Charges	$	2,830.00	$	6,150.00
Capital Outlay	$	-	$	-
Total	$	223,438.00	$	234,530.00
PUBLIC SAFETY				
Unappropriated	$	-	$	-
Total	$	-	$	-
INTERFUND TRANSFERS				
Transfer to Other Funds	$	791,839.00	$	795,982.00
Transfer to Health Benefit Fund	$	-	$	250,000.00
Total	$	791,839.00	$	1,045,982.00
TOTAL EXPENDITURES	$	9,717,909.00	$	10,012,964.00
YEAR END BALANCE	$	958,534.00	$	1,029,524.00
BALANCE	$	10,676,443.00	$	11,042,488.00

WATER AND SEWER UTILITY FUND: FUND 400

REVENUES				
Water Sales	$	4,082,434.00	$	3,713,534.00
Sewer Sales	$	1,749,221.00	$	1,935,704.00
Wastewater Treatment Collections	$	2,185,740.00	$	2,094,280.00
Capacity Fee	$	-	$	566,200.00
Service Connections	$	75,000.00	$	75,000.00
Inspection Fees	$	500.00	$	-
Miscellaneous	$	561,000.00	$	561,000.00
Transfer from Solid Waste Fund	$	-	$	-
Total Revenue from All Sources	$	8,653,895.00	$	8,945,718.00
Balance at Beginning of Year	$	400,000.00	$	1,400,000.00
Total available cash and anticipated revenue	$	9,053,895.00	$	10,345,718.00
EXPENDITURES				
WATER & SEWER - ADMINISTRATION				
Personnel Services	$	-	$	249,133.00
Supplies	$	-	$	16,000.00
Other Services & Charges	$	2,621,143.00	$	2,510,143.00
Capital Outlay	$	-	$	4,000.00
Total Water & Sewer	$	2,621,143.00	$	2,779,276.00
WATER & SEWER - OPERATION & MAINTENANCE				
Supplies	$	238,000.00	$	315,000.00
Other Services & Charges	$	2,556,216.00	$	2,490,884.00
Capital Outlay	$	200,000.00	$	150,000.00
Total Water & Sewer	$	2,994,216.00	$	2,955,884.00
OTHER				
Debt Service	$	2,477,584.00	$	2,476,684.00
Contingency Fund	$	-	$	200,000.00
Transfer to General Fund	$	200,000.00	$	500,000.00
Transfer to Fund 449	$	-	$	-
Total Other	$	2,677,584.00	$	3,176,684.00
TOTAL EXPENDITURES	$	8,292,943.00	$	8,911,844.00
YEAR END BALANCE	$	760,952.00	$	1,433,874.00
BALANCE	$	9,053,895.00	$	10,345,718.00

CITY OF GAUTIER, MISSISSIPPI
FY 2018 BUDGET

GENERAL FUND

Total Assessments $120,571,339 **Taxable Assessments $109,578,477**
Assessments increased $1,210,293 (Revenue generated @ 36.70 mills: $37,913)
2017 Mill value: $108,639 **2018 Mill Value: $109,578**

Proposed Millage increase: 3.30 mills **Revenue generated: $366,711**

Current Millage Rate:	37.70	Proposed Millage Rate:	41.00
General	26.79	General	30.09
Public Safety	1.80	Public Safety	1.80
Debt Service	8.11	Debt Service	8.11
Library	1.00	Library	1.00

Recent Millage Increases:
FY 2015: Public Safety 1.80 mills Debt Service 1.36 mills
FY 2014: General 2.44 mills

1 mil increase equates to $10.00 tax increase on $100,000 home
Ex. 3.3 mill increase = $33.00 annually or $2.75 monthly

NOTE: The City requires an approximate budget of $11,000,000 to fund all services at a satisfactory level. This budget represents a $292,055 increase over the FY 2017 budget of $9,717,909. FY 2016 budget of $10,369,621 included $918,745 in BP settlement funds.

Projected Revenues: $9,592,488

Ad Valorem	$4,500,273	(46.91%)
Sales Tax	$2,235,000	(23.30%)
Other Tax	$1,208,760	(12.60%)
Miscellaneous	$ 848,455	(8.85%)
Transfers	$ 800,000	(8.34%)

Proposed Expenditures: $10,012,964

Public Safety	$5,981,865	(59.74%)
Admin Depts	$1,420,182	(14.18%)
Debt Service	$ 795,982	(7.95%)
General Expense	$ 708,200	(7.07%)
Recreation	$ 453,205	(4.53%)
General Maint	$ 403,530	(4.03%)
Insurance Fund	$ 250,000	(2.50%)

The FY 2018 General Fund budget seeks to establish the foundation required to spur economic development. Quality of life issues such as improved City services and expanded recreation activities are the focus. In 2017, the City implemented several new festivals and events that met with great success. The 2018 budget will allow for the continuance and expansion of these events which not only showcase the City as a vibrant community, but bring in non-residential visitors. These visitors provide a potential source of revenue for our small business community and increased sale tax revenue. The budget also addresses understaffing and personnel retention as a professional and dedicated work force is imperative to setting the foundation required to further appeal to developers.

Personnel issues are addressed as follows:

Compensation

- **Creation & implementation of Police Department Retention Plan**
- **Creation & implementation of Warrants Program for Court collections**
- **Increases for Fire Department personnel per Union Contract**
- **Administrative pay increases for eligible employees**
- **Revision of Schedule of Authorized Positions to address staffing issues**

Benefits

- **Longevity Pay for Eligible personnel per City Policy**
- **$250,000 transfer to the Employee Health Benefits Fund**
- **Limited changes to the current Health Plan:**
  - **Increase Deductible to $650** — **Increase Out of Pocket to $2,000**
  - **Move to Aligned Formulary** — **Add Dispense as Written Penalty**

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

RESOLUTION NUMBER 028-2017

RESOLUTION OF THE MAYOR AND MEMBERS OF THE COUNCIL CITY OF GAUTIER, MISSISSIPPI, JACKSON COUNTY, FIXING THE MUNICIPAL AD VALOREM TAX LEVY FOR THE YEAR OCTOBER 1, 2017 – SEPTEMBER 30, 2018

BE IT RESOLVED BY the Mayor and Members of the Council of the City of Gautier, Jackson County, Mississippi:

Section 1: That for the fiscal year 2017-2018, there shall be and is hereby levied on all real and personal property in the City of Gautier, Jackson County, Mississippi the following taxes, as provided by Mississippi Code Annotated, Section 21-33-45;

General Fund

For General Revenue purposes 30.09 mills on each dollar ($1.00) valuation
Provide for general operations and improvements

For Public Safety purposes 1.80 mills on each dollar ($1.00) valuation
Provide exclusively for Police and Fire Department operations

For Municipal Library Tax for 1.00 mill on each dollar ($1.00) valuation
Support Library functions and programs

For Debt Service 8.11 mills on each dollar ($1.00) valuation
Fund annual bond payments and general debt related to Public Safety

SECTION 2: This resolution shall take effect and be in force as provided by law.

SECTION 3: The City Manager or City Clerk is hereby authorized to sign any and all documents required.

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**

The motion having received the affirmative vote of all the members present, the Mayor declared the motion carried and the resolution adopted this the 5th day of September, 2017.

_____
Philip H Torjusen
MAYOR

ATTEST:

_____
Cynthia L. Russell
CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi at the Meeting of September 5, 2017.

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

ORDER NUMBER 173-2018

IT IS HEREBY ORDERED by the Mayor and Member of the Council of the City of Gautier, Mississippi that the following is hereby authorized for the FY 2018 Budget effective October 1, 2017, to accept the recommended Reinsurance proposal from Excess Risk/Ironshore and provide funding for the self-insured health insurance policy with Fox Everett/HUB International as third party administrator.

1. To continue to pay 100% of premiums for employee only coverage in the amount of $405.65 per month.
2. To continue to pay 87.056% of premiums for employee/child coverage in the amount of $595.70 per month – total premium $684.26 per month. Employee portion will be in the amount of $88.56 per month.
3. To continue to pay 86.378% of premiums for employee/spouse coverage in the amount of $707.30 per month – total premium $818.84 per month. Employee portion will be in the amount of $111.54 per month.
4. To continue to pay 86.961% of premiums for family coverage in the amount of $916.78 per month – total premium $1,054.24 per month. Employee portion will be in the amount of $137.46 per month.
5. To continue to pay monthly to Teledoc a fee of $2.95 per employee per month.
6. To continue to pay 100% of premiums for life only covered employees in the amount of $6.00 per month.

IT IS FURTHER ORDERED that the renewal notification for dental coverage submitted by Fox Everett Hub International for FY 2018 is hereby accepted. This renewal maintains current benefits and does not include a rate increase. All dental premiums are 100% employee funded.

IT IS FURTHER ORDERED that the renewal notification for vision coverage by Always Care Benefits for FY 2018 is hereby accepted. This renewal maintains current benefits and does not include a rate increase. All vision premiums are 100% employee funded.

IT IS FURTHERED ORDERED that the renewal notification for the Humana Cancer & Specified Disease policy FY 2018 is hereby accepted. The optional insurance will be offered as long as there are a sufficient number of participants. If a plan drops below the requisite number of participants, the benefit will be cancelled. All premiums are 100% employee funded.

IT IS FURTHER ORDERED that the renewal notification for UNUM voluntary benefits at the employee's expense for life, accidental death & dismemberment, disability and accident/injury for FY 2018 is hereby accepted. This optional insurance will be offered as long as there are a sufficient number of participants. If a plan drops below the requisite number of participants, the benefit will be cancelled. All premiums are 100% employee funded.

IT IS FURTHER ORDERED that Amendment #14 is hereby adopted. Amendment #14 increases individual and family deductibles, increases out-of-pocket expenses, adopts an exclusionary aligned formulary, and "Dispense As Written" guidelines for prescriptions.

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

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

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

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 5, 2017.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Jason Pugh, Human Resources Director
Date: 08/25/2017
Subject: Renewal of Self Funded Health Insurance Plan for FY 2018.

REQUEST:
The Human Resources Department requests council approval to renew the Self-Funded Health Insurance Plan for FY 2018. This request also includes the renewal of all associated voluntary policies. No increase in funding rates for FY 2018 is recommended at this time. It is further recommended that the Gautier City Council approve amendment #14 to the Plan Document.

BACKGROUND:
The City of Gautier has operated a self-insured health, dental, and voluntary benefits plan since 2004. Fox Everett/Hub International has acted as our Third Party Administrator (TPA) over this plan since 2004.

DISCUSSION:
In renewing this plan, it is recommended that the city accept the reinsurance proposal from Excess Risk/Ironshore with an individual specific deductible of $65,000, no laser option, and a 39% rate cap with Fox Everett/Hub International acting as our Third Party Administrator. Approval of this renewal will also include the renewal of the fully insured transplant policy through Optum, renewal of the Teledoc program, Fox Everett Voluntary Dental Insurance, Always Care Voluntary Vision Insurance, Humana Voluntary Cancer Insurance, Unum Employer paid Life and AD&D policy, and the Unum Voluntary Long Term Disability, Short Term Disability, Accident and Voluntary Life Policies.

It is also recommended that the City Council approve Amendment #14 to the City of Gautier Self Funded Health Plan Document.

Amendment #14 changes to the Health Plan Document are as follows:

-Increase individual deductible from $500 to $650 and family deductible from $1,500 to $1,950 per calendar year.
-Increase maximum out-of-pocket expenses from $1,500 to $2,000 for individuals and $4,500 to $6,000 for family per calendar year.
-Adopt exclusionary aligned formulary for prescriptions.
-Adopt Dispense as Written (DAW2) prescription guidelines.

RECOMMENDATION:
It is recommended that the Gautier City Council approve the renewal of the City of Gautier Self-Funded Health Plan and all accompanying voluntary policies, including Amendment #14, with Fox Everett/Hub International acting as our Third Party Administrator for FY 2018. There is no funding increase recommended at this time.

ATTACHMENTS:

1. Renewal of Self Funded Healthe Insurance for FY 2018 Fact Sheet
2. FY 2018 Renewal Checklist
3. Amendment 14
4. Recap of Costs
5. Medical Summary of Benefits
6. Optum Transplant Proposal
7. Always Care Vision Rate Sheet
8. Dental Summary of Benefits
9. Unum Rate Sheet
10. Humana Cancer Plan

City Of Gautier
September 5, 2017

The Board votes to accept the plan amendment increasing the medical plan deductible to $650 single/$1,950 family, the single coinsurance limit to $2,000/family $6,000, adopting the Caremark exclusionary aligned formulary, and DAW2.	Yes ☐	No ☐
The Board votes to accept the reinsurance proposal from Excess Risk/Ironshore effective date Oct 1, 2017 with a Specific Deductible $65,000, No Laser Option and Rate Cap of 39% and Fox/Everett Hub International as the Third Party Administrator.	Yes ☐	No ☐
The Board votes to accept the Fully Insured transplant proposal from Optum and the Teladoc Program effective Oct 1, 2017.	Yes ☐	No ☐
The Board votes to accept the Voluntary Vision Renewal from Always Care with no rate increase effective Oct 1, 2017.	Yes ☐	No ☐
The Board votes to accept the Voluntary Self Funded Dental with no change in rates or benefits for October 1, 2017.	Yes ☐	No ☐
The Board votes to accept the Employer paid Life, AD&D, and Voluntary Long Term Disability, Short Term Disability, Accident and Voluntary Life renewal from Unum effective Oct 1, 2017.	Yes ☐	No ☐
The Board votes to continue the Humana Cancer and Specified Disease policy with no changes.	Yes ☐	No ☐

Signed:_____ Title:_____

Date:_____

AMENDMENT NUMBER 14
And Summary of Material Modification
to the
Plan Document and Summary Plan Description for
City of Gautier Employee Health Benefit Plan
Effective October 1, 2004

Amendment Effective October 1, 2017

The City of Gautier believes the City of Gautier Employee Health Benefit Plan (the "Plan") is a "grandfathered health plan" under the Patient Protection and Affordable Care Act (the Affordable Care Act). As permitted by the Affordable Care Act, a grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered health plan means that your Plan may not include certain consumer protections of the Affordable Care Act that apply to other plans, for example, the requirement for the provision of preventive health services without any cost sharing. However, grandfathered health plans must comply with certain other consumer protections in the Affordable Care Act, for example, the elimination of lifetime limits on benefits.

Questions regarding which protections apply and which protections do not apply to a grandfathered health plan and what might cause a plan to change from grandfathered health plan status can be directed to the plan administrator at P.O. Box 670, Gautier, Mississippi 39553. You may also contact the Employee Benefits Security Administration, U.S. Department of Labor at 1-866-444-3272 or www.dol.gov/ebsa/healthreform. This website has a table summarizing which protections do and do not apply to grandfathered health plans.

The Plan Document which also serves as a Summary Plan Description is hereby amended to incorporate the following changes to the Schedule of Benefits effective October 1, 2017. The schedule listed in this plan amendment supersedes all prior amendments of the Plan Document/Summary Plan Description.

The section entitled **SCHEDULE OF BENEFITS** is hereby replaced with:

MEDICAL BENEFITS

This is a "brief summary" of the benefits under the Plan and is not intended to be all inclusive of the provisions of the Plan. For complete details of services covered, limited or excluded, please refer to your Plan Document.		
ANNUAL MAXIMUM BENEFIT AMOUNT	**Unlimited**	
DEDUCTIBLE, PER CALENDAR YEAR		
	NETWORK PROVIDERS	**NON-NETWORK PROVIDERS**
Per Covered Person	$650	$2,000
Per Family Unit	$1,950	$6,000
MAXIMUM OUT-OF-POCKET AMOUNT, PER CALENDAR YEAR		
Per Covered Person	$2,000	$4,000

Per Family Unit	$6,000	$12,000
Physician Service – Office Visit	$30 (encounter only) All services performed in the doctor's office 80%, deductible waived	60% after Calendar Year Deductible
The following charges do not apply toward the out-of-pocket maximum and are never paid at 100%. Deductible(s) Copayments Charges in excess of the Allowable Amount Charges for non-covered services Amounts the Member must pay due to failure to obtain any Authorization required under this Benefit Plan Any expense the Member must pay for the treatment and care for Mental disorders Any expense the Member must pay for the treatment and care for alcohol and/or drug abuse		
Once the Plan has been deemed to be the primary payer for an Eligible Employee or Eligible Dependent, the Plan will reimburse those expenses at the applicable percentage. **Exception: When secondary coverage is involved, the maximum out-of-pocket per calendar year will not apply so that the reimbursement percentage under this Plan will never increase to 100%. The secondary payer will be responsible for the remaining balance to each Covered Person.**		
Preventative Care	**NETWORK**	**NON-NETWORK**
Routine Wellness Benefit	Plan pays 100%	Not Covered
	Applies to Covered Employees and Spouses only.	
Routine Well Child Care	Plan pay 100%	Not Covered
	Hearing and Vision test are excluded from the routine benefit.	
Routine Well Newborn Care	100% to a maximum of $500 per calendar year	Not Covered
	Enrollment required within 31 days of the birth of the newborn to be covered	
Providers must code the service as routine in order for this benefit to apply. ***You should make your provider aware that your Plan has this benefit.***		
Includes: office visits, pap smears, prostrate screening, gynecological exams, routine physical examination, x-rays, laboratory blood tests, immunizations and flu shots as recommend by the CDC. Mammography: One screening per calendar year for women 35 years of age and older Colonoscopy: 1 every 5 years paid at 100% starting at age 50. **Covered under the preventive benefit only**		
Hospital Services	**NETWORK**	**NON-NETWORK**
Non Network Hospital Penalty	***N/A***	***$100 per admission "additional" deductible, then***
Room and Board	80% after Calendar Year Deductible	60% after Calendar Year Deductible

Intensive Care Unit	80% after Calendar Year Deductible	60% after Calendar Year Deductible
Emergency Room	***$50 per occurrence "additional" deductible, then***	
	80% after Calendar Year Deductible	60% after Calendar Year Deductible
Skilled Nursing Facility or Inpatient Rehab Facility	80% after Calendar Year Deductible semi-private room and board rate 365 days Lifetime Maximum	60% after Calendar Year Deductible semi-private room and board rate 365 days Lifetime Maximum
	Benefits are available only for the care and treatment of an Injury or Sickness that would have otherwise required an Inpatient Stay in a Hospital. Other conditions must be met. Refer to the Plan Document for complete details.	
Physician Services	**NETWORK**	**NON-NETWORK**
Anesthesiologist	80% after Calendar Year Deductible	60% of R&C after Calendar Year Deductible
Pathologist	80% after Calendar Year Deductible	60% of R&C after Calendar Year Deductible
Physician	80% after Calendar Year Deductible	60% of R&C after Calendar Year Deductible
Radiologist	80% after Calendar Year Deductible	60% of R&C after Calendar Year Deductible
Surgeon	80% after Calendar Year Deductible	60% of R&C after Calendar Year Deductible
COVERED SERVICES	**NETWORK**	**NON-NETWORK**
Ambulance Service	80% after Calendar Year Deductible	60% of R&C after Calendar Year Deductible
	Air Ambulance must be pre-certified. Limitations apply, refer to the Plan Document for complete details	
Durable Medical Equipment	80% after Calendar Year Deductible	60% of R&C after Calendar Year Deductible
	Limitations apply, refer to the Plan Document for complete details	
Home Health Care	80% after Calendar Year Deductible	60% of R&C after Calendar Year Deductible
	20 visits Calendar Year Maximum – In and Out of Network combined	

	Medical Review required to determine medical necessity of additional visits	
Hospice Care	80% after Calendar Year Deductible $180 day Lifetime Maximum	60% after Calendar Year Deductible $180 Lifetime Maximum
Lab	80% after Calendar Year Deductible	60% of R&C after Calendar Year Deductible
Orthotics	80% after Calendar Year Deductible	60% of R&C after Calendar Year Deductible
	No benefits for supportive devises for the foot, **except** when used in the treatment of diabetic foot disease. *Other limitations apply, refer to the Plan Document for complete details*	
Podiatry Services	80% after Calendar Year Deductible	60% of R&C after Calendar Year Deductible
Pre Admission Testing	80% after Calendar Year Deductible	60% of R&C after Calendar Year Deductible
Pregnancy	80% after Calendar Year Deductible	60% of R&C after Calendar Year Deductible
	Only *covered female* ***employees and spouses****; no coverage for dependent females*	
Private Duty Nursing *Outpatient only*	50% after Calendar Year Deductible	50% of R&C after Calendar Year Deductible
	$1,000 Calendar Year Maximum – In and Out of Network Combined	
Prosthetics	80% after Calendar Year Deductible $25,000 Calendar Year Maximum	60% of R&C after Calendar Year Deductible $25,000 Calendar Year Maximum
	Limitations apply, refer to the Plan Document for complete details	
Radiology	80% after Calendar Year Deductible	60% of R&C after Calendar Year Deductible
Second or Third Opinions	80% after Calendar Year Deductible	60% of R&C after Calendar Year Deductible
Spinal Manipulation Chiropractic	80% after Calendar Year Deductible	60% of R&C after Calendar Year Deductible
	$300 Calendar Year Maximum – In and Out of Network Combined for Maximum	
Surgery	80% after Calendar Year Deductible 20 visits per Calendar year Maximum	60% of R&C after Calendar Year Deductible 20 visits per Calendar year Maximum
Therapy		

Occupational Therapy	80% after Calendar Year Deductible	60% of R&C after Calendar Year Deductible
Physical Therapy	80% after Calendar Year Deductible	60% of R&C after Calendar Year Deductible
Speech Therapy	80% after Calendar Year Deductible	60% of R&C after Calendar Year Deductible
	Each Therapy type is subject to medical review after the 20th treatment	
Medically Necessary Treatment for Morbid Obesity	80% after Calendar Year Deductible	60% of R&C after Calendar Year Deductible
Prior Authorization required for inpatient or outpatient treatment. See guidelines in the Plan Document for covered procedures and services.		
TMJ/Jaw Joint	80% after Calendar Year Deductible $5,000 Lifetime Maximum	60% of R&C after Calendar Year Deductible $5,000 Lifetime Maximum
Transplants **Solid Organ,** **Bone Marrow & Tissue Transplants**	Fully insured from date of transplant to 365 days post-transplant. Transplant related services post 365 days = covered by this Plan. 80% after Calendar Year Deductible	Limited Benefits Please refer to your transplant certificate of coverage.
Transplant **Cornea**	80% after Calendar Year Deductible	Not Covered
Mental Disorders	**NETWORK**	**NON-NETWORK**
Inpatient Hospital	80% after Calendar Year Deductible of the semiprivate room rate	60% of the Plan Allowable after Calendar Year Deductible of the semiprivate room rate
Outpatient Hospital	80% after Calendar Year Deductible	60% of Plan Allowable after Calendar Year Deductible
Physician Services	$30 Copay for Physician	60% of Plan Allowable after Calendar Year Deductible
Physician Services other than Encounter	100% after copay	60% of R & C after calendar year deductible
	The office visit copayment EXCLUDES the following services MRI, CAT scan, PET scan, prescription drugs, dialysis, chemotherapy, radiation therapy, surgery, or other similar high-technology diagnostic procedures	
Substance Abuse	**NETWORK**	**NON-NETWORK**
Inpatient Hospital	80% after Calendar Year Deductible of the	60% of the Plan Allowable after Calendar Year Deductible of

	semiprivate room rate	the semiprivate room rate
Outpatient Hospital	80% after Calendar Year Deductible	60% of Plan Allowable after Calendar Year Deductible
Physician Services	$30 Copay for Physician	60% of Plan Allowable after Calendar Year Deductible
Physician Services other than Encounter	100% after copay	60% of R & C after calendar year deductible
	The office visit copayment EXCLUDES the following services MRI, CAT scan, PET scan, prescription drugs, dialysis, chemotherapy, radiation therapy, surgery, or other similar high-technology diagnostic procedures	

Pharmacy Benefits

Generic drugs

Copayment $10

Formulary Brand Name drugs

Copayment $25

Non-Formulary Brand Name drugs

Copayment $50

Mail Order and Retail 90 Network Prescription Drug Option

Generic drugs

Copayment $30

Formulary Brand Name drugs

Copayment $75

Non-Formulary Brand Name drugs

Copayment $150

Please refer to the Prescription Drug Exclusions and Limitations in the Prescription Drug Benefits section for full details.

When a generic is available but the pharmacy dispenses the brand per the member's request, the plan member will pay the difference between the brand discount and the generic discount.

The City of Gautier utilizes the Standard Formulary with Exclusions.

The Plan Document and Summary Plan Description will be amended to reflect these changes.

All other terms and conditions of the Plan which are not affected by this Amendment are unchanged.

IN WITNESS WHEREOF, this Amendment has been executed this ___ day of_____, 2017.

By:_____
Signature

_____
Name/Title

_____
Date

City of Gautier
Recap of Costs
October 1, 2017

	CURRENT HCC Life NNLO with 45% Rate Cap	ERR/Ironshore NNLO with 39% Rate Cap
SPECIFIC EXCESS COVERAGE		**Option 1 w/ Plan Change**
Coverages	Medical & Rx	Medical & Rx
Contract Basis	12/15	12/15
Laser	**N/A**	**N/A**
1. Individual Specific Deductible	$ 65,000	$ 65,000
2. Limit of Liability Per Covered Person	Unlimited	Unlimited
3. Employees without dependents	50	50
4. Families (including employees)	57	57
TOTAL CENSUS	**107**	**107**
5. Monthly Premium Rates - Single	$ 81.99	$ 102.81
6. Monthly Premium Rates - Family	$ 220.89	$ 257.04
7. Estimated Annual Specific Premium	$ 200,285	$ 237,499
AGGREGATE EXCESS LOSS		
Coverages	Medical & Rx	Medical & Rx
Contract Basis	12/15	12/15
Maximum Aggregate Reimbursement	$ 1,000,000	$ 1,000,000
Individual Claim Limit	$ 65,000	$ 65,000
Aggregate Corridor	125%	125%
8. Monthly Aggregate Factor - Single	$ 428.31	$ 460.32
9. Monthly Aggregate Factor - Family	$ 1,132.50	$ 1,217.09
10. Minimum Annual Aggregate Attachment Point	$ 1,031,616	$ 1,108,682
11. Expected Annual Claims	$ 825,293	$ 886,945
12. Monthly Premium Rate - Composite PEPM	$8.41	$7.66
13. Estimated Annual Aggregate Premium	$ 10,801	$ 9,834
FULLY INSURED TRANSPLANT POLICY		***Optum***
14. Monthly Premium Rates - Single	$ 6.93	$ 5.62
15. Monthly Premium Rates - Family	$ 19.69	$ 13.51
16. Estimated Annual Transplant Premium	**$ 17,628**	**$ 12,612**
ADMINISTRATIVE FEES		
17. Claims Administration (Medical) - (PEPM)	$ 16.25	$ 16.25
18. Teladoc - (PEPM)	$ 2.95	$ 2.95
19. COBRA & HIPAA Administration - (PEPM)	$ 1.50	$ 1.50
20. Pre-Admission Certification - (PEPM)	$ 2.00	$ 2.00
21. PPO Access Fee - (PEPM)	$ 6.95	$ 6.95
22. Verisk "Claims Edit" - (PEPM)	$ 0.50	$ 0.50
23. PPACA Fee	$ 1.00	$ 1.00
24. Estimated Annual Administration Cost	**$ 39,997**	**$ 39,997**
TOTAL ANNUAL COST		
25. Minimum annual cost* ($-0- claims) (7+13+16+24)	$ 268,710	$ 299,942
26. Expected annual cost* (7+11+13+16+24)	$ 1,094,003	$ 1,186,887
27. Maximum annual cost* (7+10+13+16+24)	$ 1,300,326	$ 1,408,623
ANNUAL PPACA AND OTHER TAXES		
28. PCORI Fee $2.08 (AVG PMPY-Qtrly Count) = (176) AVERAGE Covered Lives * $2.17	$ 381.92	$ 381.92
FUNDING & COBRA calculations "expected" w/ACA tax	**$ 1,094,384.97**	**$ 1,187,269.04**

Dental Claims Administration Fee PEPM	$3.00	$3.00
Cafeteria Plan Administration Fee		
Premium Only PEPM	$0.50	$0.50
FSA and/or DDC only participating employees	$4.50	$4.50
NOTE: PPO - MPCN with First Choice wrap ("CHS-LGP")		

City of Gautier

Medical and Prescription Benefits & Rates

October 1, 2017

	Current	Renewal
Carrier	**Self-Funded (HCC)**	**Ironshore**
Plan Name	**PPO**	**PPO**
	In-Network	**In Network**
Year Maximums	Calendar Year	Calendar Year
Deductible	**Embedded Deductible**	**Embedded Deductible**
Individual	$500	$650
Family	$1,500	$1,950
Coinsurance	80%	80%
Out of Pocket	*Does not include deductible and copays*	*Does not include deductible and copays*
Individual	$1,500	$2,000
Family	$4,500	$6,000
Hospital Services		
In-Patient Hospital Services	80% after deductible	80% after deductible
Outpatient Surgery	80% after deductible	80% after deductible
Emergency Room	80% after deductible and $50 per-occurrence ded	80% after deductible and $50 per-occurrence ded
Urgent Care	80% after deductible	80% after deductible
Physician Services		
Preventive	$0	$0
Primary Care Physician (PCP)	$30	$30
Specialist	$30	$30
X-Ray and Lab *(Freestanding Facility)*	80% after deductible	80% after deductible
Advanced Imaging (CT Scan, PET Scan, etc.)	80% after deductible	80% after deductible
Prescriptions		
Tier 1	$10	$10
Tier 2	$25	$25
Tier 3	$50	$50
Tier 4	N/A	N/A
Mail Order Rx (90 days)	3x Retail	3x Retail
Policy Lifetime Maximum	Unlimited	Unlimited

Out of Network Benefits	**Out of Network**	**Out of Network**
Deductible *(Individual / Family)*	$1,500/$4,500	$2,000/$6,000
Coinsurance	60%	60%
Out of Pocket *(Individual / Family)*	$3,000/$9,000	$4,000/$12,000

2017 Proposal

Optum Managed Transplant Program
Proposal for: City of Gautier
Date Proposal: July 26, 2017

OPTUM CARE SOLUTIONS, COMPLEX MEDICAL CONDITIONS

Optum products and services are developed to support safe, successful and cost-effective management of patients with complex, unusual or rare medical conditions. Patients with these conditions are likely to experience better outcomes when they are diagnosed and treated by medical professionals with the greatest experience and statistically validated clinical expertise. Since 1986 Optum has been providing solutions for managing costly, complex and catastrophic conditions.

TRANSPLANT SOLUTIONS, MANAGED TRANSPLANT PROGRAM

For clients who need the greatest degree of price predictability, Optum offers the option to transfer economic risk for transplantation through our insurance program.* With 31 years of transplant risk underwriting experience and a significant level of risk premium, Optum is unmatched in its ability to manage transplant risk. Managed Transplant Program clients benefit from full case management, including pharmacy and outpatient services management, as well as post-transplant protocol compliance monitoring, case reporting and claim processing.

MANAGED TRANSPLANT PROGRAM COVERAGE FEATURES
COVERAGE IS PROVIDED FOR TRANSPLANT SERVICES FOR:

Organ: heart, heart/kidney, heart/lung, kidney, simultaneous kidney/pancreas, liver, liver/cadaveric, liver/kidney, liver/live donor, single/double lung, pancreas, pancreas after kidney

Bone Marrow: allogeneic related, allogeneic unrelated, autologous, syngeneic, cord blood, or peripheral stem cell transplant

Digestive transplants are covered only when Transplant Services are rendered by a Network provider.

Client Location (City, State): Gautier, MS
Employees: 109
Benefit Period: October 1st, 2017 through September 31st, 2018
Rate Indication: 2017 standard rates are offered through 12/31/2017
Once coverage is bound, rates are firm until end of policy term. Rates exclude commission.
Single: $ 4.78
Family: $ 11.48

Standard rates are for groups of total member lives of 5,000 or fewer (approximately 2,200 employee lives). For groups larger than 5,000 member lives, credibility rating is used.

Proposal Effective Date: October 1st, 2017
Quote Expiration Date: October 1st, 2017
Insurance Company: UnitedHealthcare Insurance Company*****
Network: Optum Transplant Centers of Excellence Network

REQUIREMENTS FOR COVERAGE TO BE EFFECTIVE

- For this proposal to be effective, the following information must be submitted and application approved:
  - A completed and signed application
  - List of transplant cases
  - Transplant waiting list
  - *The above information must be current, within 30 days of the requested effective date*
- The quote stated herein is based on information that has been provided to us and is subject to change based on full review of the above information.
- Upon review of complete information, Optum will issue a new proposal or letter stating either that the original proposal has been accepted or that it has been declined.
- This proposal will expire on the day after the proposed effective date of coverage or immediately, if there are changes to medical disclosure.

Producer compensation: Brokers and agents may receive commissions, bonuses and other compensation for selling the products presented in this proposal. The cost of this compensation may be directly or indirectly reflected in the premium or fees for those products. Contact your broker and/or agent if you have questions regarding their compensation relating to products in this proposal.

* Optum works with UnitedHealthcare Insurance Company (UHIC) to insure the Managed Transplant Program. UHIC is rated A (Excellent) for financial strength by A.M. Best

STARMOUNT LIFE INSURANCE CO. | AlwaysCare

8485 Goodwood Boulevard
Baton Rouge, LA 70806-7878
(888) 729-5433
www.StarmountLife.com
www.AlwaysCareBenefits.com

7/18/2017

Jason Pugh
City of Gautier (2COGA1010)
PO Box 670
Gautier, MS 39553

Dear Jason Pugh:

Thank you for choosing AlwaysCare Benefits, Inc. (A Starmount Life Insurance Company). We appreciate your business and look forward to serving City of Gautier (2COGA1010), its employees, and their dependents for many years. We have completed the annual review of your group policy.

Our renewal analysis is based on cost factors related to the utilization and claim activity for your group and other groups of comparable size. Based on this data, underwriting has completed your 10/1/2017 renewal.

Rates in this renewal notification are adjusted to reflect the estimated cost of the Health Insurer Assessment Fee (HIAF). Health insurers, including those who offer dental and vision insurance, are required to pay the HIAF as part of the Patient Protection and Affordable Care Act (PPACA). We reserve the right to adjust rates based on PPACA fees or assessments imposed by any governmental authority or agency.

Listed below are your current and renewal rates based on your in force plan design.

Coverage	Current Premium	Renewal Premium
Vision		
Employee only	$7.40	$7.40
Employee + spouse	$14.76	$14.76
Employee + child(ren)	$15.56	$15.56
Employee + family	$24.48	$24.48

It is our pleasure to provide competitive benefits at affordable rates with outstanding customer service. If you have any questions, please feel free to contact your account manager at 888-729-5433 ext. 5, or your agent.

Sincerely,

Account Management
CC: Hub International Midwest
CC: Rogers Benefit Group

City of Gautier
85A & 85Z Dental

Annual Maximum - $1000
$50 Annual Deductible / $150 Family
Preventative Services - No Deductible Covered 100%
Oral Exams-- Limited to 1 every 6 Months
Prophylaxis--Limited to 1 every 6 Months
Bitewing X-Rays--Limited to 1 every 6 Months
Full Mouth X-Rays--Limited to 1 every 3 Years
Fluoride Treatment--Limited to dependent children under age 19. Limit of 1 every Year.
Emergency palliative treatment for pain
Sealants--For Dependent Children under age 14 for the occlusal surface of a permanent posterior tooth. One Treatment per Tooth in any 3 Years.
Dental Basic Services - 80% after Annual Deductible
Amalgam fillings
Extractions
Oral Surgery
Anesthesia
Space maintainer for Dependent children under age 14
Major Services - 50% after Annual Deductible
Dental Major Services
Periodontics
Endodontics, including pulpotomy, direct pulpcapping and root canal treatment
Crowns
Bridges -- 5 Year Replacement
Dentures -- 5 Year Replacement
Orthodontia – 50% after Annual Deductible
Covered children 18 and under only, $1,000 lifetime maximum

Important news about your 2017 benefit rates

CITY OF GAUTIER Policy: 133110 133111

Dear Ms. Hill,

Thank you for being a valued Unum customer.

As your employee benefits partner, we think it's important to be straightforward and transparent. Your rates will be increasing next year, and we'd like to explain why.

Like any company, we have to find the right balance between pricing and the cost of doing business. Over the past few years, several nationwide trends have made it harder to achieve this balance without raising prices. First, historically low interest rates have limited our investment income, which we rely on to help pay claims. Meanwhile, claims have increased because the workforce is aging and certain health-related conditions are becoming more common.

We've resisted raising rates despite these trends. In fact, this is your first rate increase in nine years. But this year it's necessary — to protect our ability to protect your employees.

Here's how that breaks down:

	Current rate	Renewal rate	Effective date	Guaranteed through
Long Term Disability Insurance	**1.14**	**1.14**	**10/1/2017**	**10/1/2019**
Life Insurance	**0.230**	**0.248**	**10/1/2017**	**10/1/2019**
Accidental Death & Dismemberment	**0.020**	**0.020**	**10/1/2017**	**10/1/2019**
Short Term Disability Insurance	**0.71**	**0.71**	**10/1/2017**	**10/1/2019**
*Your Lifestyle Life product will not receive an increase and will be under rate guarantee for 12 months.				

Our continued commitment

Your rates are changing, but the quality of service you receive will stay the same. In fact, we think it's more important than ever to provide a superior customer experience. For example, you'll continue to receive added services like these:

- HR®/BenefitAnswersNow™ — your resource for staying current on employment laws and insurance guidelines
- Our employee assistance program — which provides counseling and information to help employees deal with personal challenges big and small
- Worldwide emergency travel assistance — which provides employees and their families 24/7 access to medical resources and transportation assistance

For more information on how economic trends affect insurance pricing, visit unum.com/trendtalk. If you have questions about your rate change, or need any other assistance, please contact me.

Sincerely,

Sidney Kidder
901-818-6807
sekidder@unum.com

Humana Insurance Company

Cancer & Specified Disease Policy Form HIC-CAN-POL-2010 -MS 02/10

PROPOSED PLAN HIGHLIGHTS

SEE OUTLINE OF COVERAGE FOR COMPLETE LIST OF BENEFITS PROVIDED

WELLNESS BENEFIT

Pays Actual Charge – Up $100 Per Calendar Year Per Covered Person

Includes tests such as mammograms, flexible sigmoidoscopy, pap smear, chest x-ray, hemocult stool specimen, and prostate screen.

FIRST DIAGNOSIS BENEFIT

Pays – $2,500 (Option I) or $5,000 (Option II) or $10,000 (Option III)] – Per Covered Person

Benefit Based on Option Selected

Pays a one-time benefit when a covered person is diagnosed for the first time as having cancer (other than skin cancer) or a specified disease. Pays this benefit only once for each covered person.

NATIONAL CANCER INSTITUTE DESIGNATED COMPREHENSIVE CANCER TREATMENT CENTER EVALUATION/CONSULTATION BENEFIT

The Company will pay the expense incurred limited to a **lifetime maximum up to $750 for evaluation** if an Insured Person is diagnosed with Internal Cancer and seeks evaluation or consultation from a National Cancer Institute designated Comprehensive Cancer Treatment Center. If the Comprehensive Cancer Treatment Center is located more than 30 miles from the Insured Person's place of residence, the Company will also pay the transportation and lodging expenses incurred limited to a **lifetime maximum up to $350 for transportation and lodging.** This benefit is not payable on the same day a Second or Third Surgical Opinion Benefit is payable and is in lieu of the Non-Local Transportation Benefits of the policy.

RADIATION, RADIOACTIVE ISOTOPES THERAPY, CHEMOTHERAPY OR IMMUNOTHERAPY

Administered by a radiologist, chemotherapist or oncologist or used to modify or destroy cancerous tissue..

Includes Hormone Therapy

Pays Actual Charge – Up to **$10,000** Per **Month**

NO LIFETIME MAXIMUM

MISCELLANEOUS THERAPY CHARGES

Pays Actual Charge – Up To $10,000 – Per Covered Person

Pays actual charges up to a lifetime maximum of $10,000 for services performed while a person is receiving one or more of the treatments shown above. This includes lab work and its interpretations; or routine or diagnostic x-rays, scans, and interpretations.

SELF-ADMINISTERED OR ORAL CHEMOTHERAPY OR IMMUNOTHERAPY

Includes Hormone Therapy

Pays Actual Charge – Up To **$4,000 Per Month**

NO LIFETIME MAXIMUM

COLONY STIMULATING FACTORS

Pays Actual Charge – Up To **$4,000 Per Month**

Pays the cost of the chemical substances and their administration to stimulate the production of blood cells.

NO LIFETIME MAXIMUM

BREAST PROSTHESIS

Pays **Actual Charge Incurred** for a prosthesis to restore normal body contour lost due to breast cancer and the implantation of the prosthesis.

NO LIFETIME MAXIMUM

SURGERY

Pays the amount listed on the surgical schedule but not to exceed **$3,000 (Option I) or $4,500 (Options II and III).** It does not pay an amount which exceeds the actual surgeon's fees for the surgery

Benefit Based on Option Selected

BONE MARROW AND STEM CELL TRANSPLANT.

Pays Actual Charge – Up To $15,000 Per Covered Person

Pays Actual Charges per Covered Person for surgical and anesthetic charges associated with bone marrow transplant and/or peripheral stem cell transplant combined lifetime maximum of $15,000

HOSPITAL CONFINEMENT. $100 per day, up to 60 days. Benefit is two times the amount for covered children under age 21. **No Lifetime Maximum.**

EXTENDED BENEFITS. If hospital confinement is more than 60 days continuous, we will pay three times the selected hospital confinement benefit shown on the schedule page. Payment will begin on the 61st day of continuous hospital confinement. This benefit is payable in lieu of the Hospital Confinement Benefit. **No Lifetime Maximum.**

Mississippi Only 3 Option Highlights of Coverage with Payroll Deduction Monthly Premium Rates

The Policy Also Provides Specific Benefits For	
Positive Diagnosis Test	*Private Duty Nursing*
Second and Third Surgical Opinions	*Artificial Limb or Prosthesis*
Non-Local Transportation	*Physical or Speech Therapy*
Adult Companion Lodging and Transportation	*Extended Benefits*
Ambulance	*Extended Care Facility*
Blood Plasma and Platelets	*At Home Nursing*
Donor-Benefit Bone Marrow and Stem Cell Transplant	*New or Experimental Treatment*
Daily Hospital Confinement	*Hospice Care*
Anesthesia	*Government or Charity Hospital*
Ambulatory Surgical Center	*Hairpiece*
Drugs and Medicines	*Rental or Purchase of Durable Goods*
Outpatient Anti-Nausea Drugs	*Physician's Attendance*
Waiver of Premium	

Covered Diseases. Cancer; Addison's Disease; Amyotrophic Lateral Sclerosis (Lou Gehrig's Disease); Cystic Fibrosis; Diptheria; Encephalitis; Epilepsy; Hansen's Disease; Legionaire's Disease; Lupus Erythematosus; Lyme Disease; Malaria; Meningitis; Multiple Sclerosis; Muscular Dystrophy; Myasthenia Gravis; Nieman-Pick Disease; Osteomyelitis; Poliomyelitis; Rabies; Reye's Syndrome; Rheumatic Fever; Rocky Mountain Spotted Fever; Scarlet Fever; Sickle Cell Anemia; Tay-Sachs Disease; Tetanus; Toxic Epidermal Necrolysis; Tuberculosis; Tularemia; Typhoid Fever; Undulant Fever; Whipple's Disease

PLUS

All Benefits Are Payable in Addition to Any Other Insurance or Medicare	**Benefits Provided for Cancer or Specified Disease Do Not Reduce Because of Age**
Guaranteed Renewable for Life	**Portable – Take it with You If You Change Jobs or Retire**

All Benefits Are Subject to the Provisions of the Policy.
Read the Policy for Complete Descriptions of Benefits Provided and the Exceptions and Limitations.

Cancer & Specified Disease Insurance Monthly Payroll Deduction Premium Rates

Issue Age	Under 44			45 - 54			55 - 64			65 +		
	Option I	Option II	Option III	Option I	Option II	Option III	Option I	Option II	Option III	Option I	Option II	Option III
Monthly Individual	$27.72	$31.90	$37.91	$31.23	$35.93	$42.70	$60.67	$70.69	$85.13	$75.25	$88.85	$108.47
Monthly Single Parent	$37.73	$42.92	$50.44	$41.24	$46.97	$55.26	$70.87	$81.94	$97.92	$83.73	$98.37	$119.54
Monthly Family	$57.46	$65.88	$77.95	$64.03	$73.44	$86.93	$122.66	$142.85	$171.73	$154.48	$182.85	$223.40

Optional Intensive Care Unit Rider Available for Additional Monthly Payroll Deduction Premium

Issue Age	0 - 44			45 - 54			55 - 64			65 +		
	Daily Benefit Amount			Daily Benefit Amount			Daily Benefit Amount			Daily Benefit Amount		
	$325.00	$625.00	$825.00	$325.00	$625.00	$825.00	$325.00	$625.00	$825.00	$325.00	$625.00	$825.00
Individual	$2.49	$4.79	$6.33	$2.81	$5.40	$7.13	$3.42	$6.58	$8.68	$3.54	$6.81	$8.99
Single Parent	$4.01	$7.71	$10.18	$4.33	$8.32	$10.99	$4.97	$9.56	$12.61	$5.09	$9.79	$12.92
Family	$5.64	$10.84	$14.31	$6.24	$12.00	$15.84	$7.10	$13.66	$18.03	$6.40	$12.30	$16.24

This is a brief description of the coverage available. The Policy will contain limitations, exclusions and termination provisions. Humana Insurance Company has its principal place of business in Green Bay, Wisconsin.

These Are Highlights of the Coverage Proposed and To Be Used Only With Outline of Coverage

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

ORDER NUMBER 174-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the renewal of the Commercial Insurance policies through Hub International for FY 2018, as presented, are hereby approved and the City is hereby authorized to enter into a three (3) year agreement with HUB International to act as the Broker of Record on all listed policies through FY 2020.

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

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

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

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 5, 2017.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Jason Pugh, Human Resources Director
Date: 08/25/2017
Subject: Approval to renew Commercial Property and Casualty Insurance for FY 2018 and enter into an agreement with HUB International to serve as the city's Broker of Record

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REQUEST:
The Human Resources Department requests that the Gautier City Council approve the renewal of the city's commercial insurance policies brokered by HUB International for property and casualty insurance coverage for FY 2018. It is also requested that the Gautier City Council enter into a three (3) year agreement with HUB International to serve as the city's Broker of Record thru FY 2020.

BACKGROUND:
The City of Gautier through it's city manager has selected HUB International as our Broker of Record over our commercial insurance policies for FY 2018. HUB International has negotiated premiums with insurance carriers and has provided the city with the best possible rates and coverage's for FY 2018.

DISCUSSION:
Total property and casualty insurance premiums for FY 2018 will be $238,364 for all commercial policies renewing on 09/30/17.

Insurance coverage for FY 2018 is as follows:

Commercial General Liability ($0 deductible)
Auto Liability and Physical Damage ($1,000 deductible)
Law Enforcement Liability Ins. ($5,000 deductible)
Public Officials Liability Ins. ($5,000 deductible)
Employment Practices Liability Ins. ($5,000 deductible)
Employee Crime Ins. ($500 deductible)
Commercial Property Ins. (1% wind/hail deductible for named storm, $5,000 deductible for all other perils)
Inland Marine/Equipment ($1,000 deductible)
Boat Insurance ($1,000 deductible)
Police Reserves/Volunteer Insurance

Liability limits are $1,000,000 per occurrence.
Property Total Insured Value is $9,505,973.

A sub-limit of $3,500,000 in coverage per occurrence is being offered for water/sewer infrastructure for an additional $65,000 in premium.

Hub International is offering the city a fixed broker fee for the next three (3) years in exchange for a signed three (3) year agreement to name HUB International as the city's Broker of Record for all listed policies through FY 2020. This broker fee will save the city $4,500 in additional premium for FY 2018 versus standard commission.

If the three (3) year agreement is approved by the City Council the renewal premium for FY 2018 will be $233,865.

RECOMMENDATION:

The Human Resources Director recommends the Gautier City Council approve the renewal of the Commercial Insurance policies brokered by Hub International for FY 2018 as presented. It is further recommended that the City of Gautier enter into a three (3) agreement with HUB International to act as the city's Broker of Record on all listed policies through FY 2020.

ATTACHMENTS:

1. FY 2018 Commercial Policies Renewal Fact Sheet
2. Premium Summary for FY 2018.
3. Hub International Proposal FY 2018
4. Client Service Agreement - Broker of Record
5. Property Schedule of Values
6. Vehicle Schedule
7. Inland Marine Schedule
8. Boat Schedule

PREMIUM SUMMARY

Coverage	2016-2017 Expired Premiums	2017-2018 Renewal Premiums
Commercial General Liability Inc., Data Compromise	$45,452	$44,634
Auto Liability	$58,536	$61,297
Law Enforcement Liability	$53,479	$53,479
Public Officials Liability	$4,362	$4,324
Employment Practices Liability	$8,189	$8,141
Crime	$731	$732
Property – Buildings & BPP	$63,659	$59,184
Marine Coverage (Boats)	$3,255	$3,255
Accident & Sickness	$2,841	$3,318
Total Premium:	**$242,798**	**$238,364**

Property - Infrastructure:

Optional Coverage for System Hydraulics (TIV $32,750,000) subject to a sub-limit of $3,500,000 per occurrence:

Additional Premium: $65,000 plus tax

Additional Policies:

Flood: **Effective 4/15/2017-18** **Premium: $1,906**

Bond: **Effective 10/2/2015-17** **Premium: $388 / 17-18 Estimated Renewal w/$20,000 Limit: $400**

City of Gautier Date

Diane Moore Date

HUB International Proposal for

City of Gautier
9/30/2017 – 9/30/2018

Prepared by
Diane L. Moore
Revised Date: 8.23.2017

HUB International Gulf South Limited
12260 Intraplex Parkway Gulfport, Ms. 39503
Phone: 228-897-6700
Fax: 228-897-6711

DISCLAIMER: The terms, conditions and exclusions contained in this proposal are offered to aid your understanding of the proposed insurance program. Only a complete review of the entire insurance program, including the specific policies, would provide an exhaustive analysis of your insurance program. Specimen copies of each policy proposed are available for review prior to binding of coverage. In all cases, the policy wording will govern in the event of a loss or claims incident. Please read the policies.

HUB International

HUB International Gulf South Limited
Key Personnel

Diane Moore, Producer (228) 897-6747

diane.l.moore@hubinternational.com

Responsible for overall account supervision.

John DiGregorio, Account Manager (228) 897-6708

john.digregorio@hubinternational.com

Your Account Manager is your primary contact for daily service and assistance including development and maintenance of your account.

Claims Department: (601) 507-5430

Our Claims Advocates are multi-line adjusters by training who have all worked for major insurance carriers. Our Claim staff includes:

Billie Mire – Claims Manager

Named Insured

City of Gautier

Schedule of Locations

Prem #	Bldg #	Address
1	1	3330 Highway 90, Gautier, MS

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VIII. MARINE

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X. FLOOD

XI. BOND

PROPOSAL OF INSURANCE

I. COMMERCIAL GENERAL LIABILITY – EFF., 9.30.17-18

Company: Argonaut Insurance Company / Argonaut Great Central Insurance Co

A.M. Best Rating: A

LIMITS:	$1,000,000	Bodily Injury / Property Damage
	$1,000,000	Personal Injury / Advertising Injury
	$100,000	Damaged to Premises Rented to you
	$1,000,000	Employee Benefits ($1,000 Deductible Applies)
	$1,000,000	General Aggregate
	$1,000,000	Products/Completed Operations Aggregate

MISCELLANEOUS	Included	Limited Pollution Liab., Cov., $1,000 Ded
	Included	Emergency Medical Service $1,000 Ded
	Included	Fire District or Department $1,000 Ded
	Included	Public Water Utility $1,000 Ded
	Included	Sewer System $1,000 Ded

FEATURE AND BENEFITS

"Pay On Behalf" Form
Additional Insureds by Written Agreement, Contract or Permit
Chartered Aircraft Liability
Contractual Liability
Defense Costs in Addition to Limit of Liability
Extended Property Damage
Host Liquor Liability
Non Auditable Policy
Premises / Operations
Products / Completed Operations
Special Events (subject to company approval)
Supplementary Payments - Bail Bonds
Supplementary Payments - Daily Loss of Earnings
Watercraft Liability
Broadened Definition of Who Is Insured

DATA COMPROMISE	DESCRIPTION	
	Aggregate Limit – Response Expense	$50,000
	Aggregate Limit – Defense and Liability	$50,000
	Deductible Each Personal Data Compromise	$2,500
	Deductible Each Data Compromise Suit	$2,500
	Data Compromise Insurance is designed to help small and mid-sized businesses notify and assist their clients and others following a breach of personal identifying information. It covers the cost of notifying clients, employees and others affected by the breach and provides specialized services such as credit monitoring and identity restoration that help businesses retain their clients' and employees' trust and goodwill following a breach.	
	COVERAGE SUMMARY	
	Data Compromise coverage covers the expense to respond to a data breach and includes services to assist a business' clients, employees and others affected by the breach. These include: • Legal review of notification obligations. • Help to find who was affected by the breach and how to notify them. • Preparation of notification letters. • Toll-free help line. • Credit monitoring for affected persons. • Identity restoration case management for identity theft victims.	

Premium:		**$44,634** (Exp., $45,452)
Note:		**Optional $100,000 Limit for Data Compromise will cost an additional Premium of $428**

II. AUTOMOBILE – EFF., 9.30.17-18

Company: Argonaut Insurance Company / Argonaut Great Central Insurance Co	A.M. Best Rating: A

The Commercial Auto Policy is designed to provide liability and/or physical damage coverage for owned, non-owned, or hired autos that may be used in the insured's business operations.

		INSURING AGREEMENT	COVERED AUTO SYMBOL
LIMITS:	$500,000	Liability – Any Auto	1
	$75,000	Uninsured Motorist	2
	$75,000	Underinsured Motorist	2

SYMBOLS:

1 = Any Auto
2 = Any Owned Autos
7 = Scheduled Autos
8 = Hired Autos
9 = Non-Owned Autos

Physical Damage Valuation: Actual Cash Value

Physical Damage

Comprehensive Deductible: $1,000
Collision Deductible: $1,000

Number of Units: **109 (Exp., 110)**

FLEET AUTOMATIC

1 - Commercial Automobile Liability
Coverage is automatically provided for ANY AUTO the entity owns or acquires during the Policy Period.

2 - Commercial Automobile Physical Damage
Coverage is provided on a "Fleet Automatic" basis. This means that any auto(s) the entity acquires during the term of the policy will be covered automatically, provided it is an additional new auto or replaces an auto the entity previously owned which had Physical Damage coverage. **The entity must inform Trident that they desire Physical Damage coverage for these autos within 30 days after the entity acquires the auto(s).** The entity must submit a request for coverage for any auto(s) which do not meet the conditions outlined above. Coverage for these autos will be added by endorsement.

IMPORTANT NOTE: The insured should continue to submit all change request to their agent and the agent should submit copies of all requests to Trident to insure accurate record keeping and claims verification

Note:

9 Additional Vehicles Added / 10 Vehicles Deleted

Trident Ins., Program does not charge/return premium throughout the policy term..

Premium:

$61,297 ($58,526)

Auto Liability Premium:	$46,706
Auto P.D. w/ $1,000 Ded.,	$14,591
Total:	$61,297

Option – Removal of Comp., & Coll., on (20) 2012 & Older Autos - (Savings $951)

III. PUBLIC OFFICIALS' LIABILITY – EFF., 9.30.17-18

Company: Argonaut Insurance Company / Argonaut Great Central Insurance Co

A.M. Best Rating: A

- Claims Made Form

STANDARD COVERAGES:	$1,000,000	Per Wrongful Act
	$1,000,000	Annual Aggregate
	EXCLUDED	Employment Related Wrongful Acts
	$5,000	Deductible ***Each Wrongful Act***
PRIOR ACTS / RETROACTIVE DATE	01/01/2008	

PUBLIC OFFICIALS P.E. 2	Coverage	Limit	Deductible
	Emergency Medical Service	Included	$5,000
	Fire District of Department	Included	$5,000
	Public Water Utility	Included	$5,000
	Sewer System	Included	$5,000

PUBLIC OFFICIALS' LIABILITY FEATURES AND BENEFITS DESCRIPTION	"Pay On Behalf" Form Broad Form Named Insured Civil Rights Violations Licensing & Permitting Coverage Non Auditable Policy Zoning Coverage

Premium: $4,324 (Exp., $4,362)

IV. LAW ENFORCEMENT LIABILITY – EFF., 9.30.17-18

Company: Argonaut Insurance Company / Argonaut Great Central Insurance Co
Policy Period: 9/30/17 to 9/30/18

A.M. Best Rating: A

- Claims Made Form

STANDARD COVERAGES:	$500,000	Per Wrongful Act
	$1,000,000	Annual Aggregate
	$5,000	Deductible ***Each Wrongful Act***
PRIOR ACTS / RETROACTIVE DATE	01/01/2008	

LAW ENFORCEMENT LIABILITY FEATURES AND BENEFITS DESCRIPTION	"Pay On Behalf" Form Authorized Moonlighting Broad Form Named Insured Canine and Equine Exposures Civil Rights Violations False Arrest/Wrongful Imprisonment False or Improper Service or Process Non Auditable Policy Property Damage

Premium: $53,479 (Exp., $53,479)

V. CRIME – EFF., 9.30.17-18

Company: Argonaut Insurance Company / Argonaut Great Central Insurance Co

A.M. Best Rating: A

Every business in the world has an exposure related to theft, whether it is from outside intruders or those people who have been entrusted with financial assets of the business.

LIMITS:	$100,000	Computer Fraud
	$100,000	Forgery or Alteration
	$100,000	Public Employees Dishonesty
	$100,000	Public Employees Faithful Performance – Agreement 4
	$50,000	Theft Disappearance, and Destruction Inside Limit
	$50,000	Theft Disappearance, and Destruction Outside Limit
DEDUCTIBLE:	$500	

Premium: $732 (Exp., $731)

VI. EMPLOYMENT PRACTICES LIABILITY – EFF., 9.30.17-18

Company: Argonaut Insurance Company / Argonaut Great Central Insurance Co

A.M. Best Rating: A

Employment Related Practices Liability Coverage can provide broad insurance protection from wrongful employment-related claims and lawsuits brought against your company, its manager and its directors and officers. Wrongful acts can include age and gender discrimination, sexual harassment, wrongful discipline and termination and negligent decisions involving hiring, promotion and compensation.

CLAIMS MADE FORM

LIMITS:	$1,000,000	Per Wrongful Employment Act
	$1,000,000	Annual Aggregate
	$5,000	Deductible ***Each Wrongful Act***
	$10,000/50,000	Non-Monetary Defense – Ded., None
	$50,000/50,000	EEOC Coverage – Ded., $2,500
Prior Acts/Retroactive Date:	1.1.2008	

Premium: $8,141 (Exp., $8,189)

CLAIMS-MADE POLICY: A form of insurance that pays covered claims presented to the insurer during the term of the policy or within a specific term after its expiration.

VII. PROPERTY – EFF., 9.30.17-18

TIV: $9,505,973
Perils: All Risk Excluding Flood and Earthquake

Primary Deductibles:

- AOP: $5,000
- Flood: Not Covered
- Earthquake: Not Covered
- Hurricane: 1% / $25,000 Minimum
- AO Wind/Hail: $25,000
- AOP: $1,000 as respects Inland Marine Equipment

Valuation:

Buildings & BPP:	Replacement Cost
Business Income, Rents & Extra Expense:	Actual Loss Sustained

Coinsurance: Not Applicable

Company(s): Certain Underwrites at Lloyds – AM Best: A-XV
Indian Harbor – AM Best: A XV
QBE Specialty – AM Best: A XV
Steadfast Insurance – AM Best: A+ XV
General Security Indemnity – AM Best: A XV
United Specialty – AM Best: A VIII
Lexington Insurance – AM Best: A XV
International Insurance – AM Best: A+ XV

Premium: **$59,184 Includes Taxes & Fees (Exp., $63,659)**

Minimum Earned Premium: **35%**

Note:

- **AOP deductible down to $5K from $10K last year**
- Rate down to 0.576 from 0.6042
- 1% hurricane deductible, subject to $25K min
- AOW $25K deductible
- Inland marine AOP now has its own deductible of $1K (this does not include the light poles, only what is on the inland marine schedule)
- Flood and quake are still excluded
- Still includes equipment breakdown

VII. PROPERTY

Optional Coverage for System Hydraulics (TIV $32,750,000) subject to a sub-limit of $3,500,000 per occurrence:

Maximum any one Well is:	**$500,000**
Maximum any one Tank is:	**$400,000**
Maximum any one Lift Station is:	**$250,000**

Additional Estimated Premium: $65,000 plus tax

Specific Terms & Conditions:

Percent deductibles are per occurrence, per Location.
Coverage explicitly excludes all flooding, including but not limited to flooding during windstorm events.
Coverage excludes all damage directly or indirectly caused by any Named Storm in existence upon AmRisc receipt of written request to bind.
Hurricane deductible shall be subject to a maximum of $97,210 Per Occurrence and Annual Aggregate, with a trailing deductible of $25,000 Per Occurrence.
The Hurricane Annual Aggregate is subject to adjustment based on increase or decrease of TIV, subject to Underwriter review.
Electronic Data reported on Statement of Values on file with AmRisc is blanket across the schedule.
As respects **Log Cabin Welcome Center located at SE Corner of Dobson Road and Allen Road Gautier, MS 39553**., AmRisc is to be notified to delete coverage when this building is being moved (in transit) including while being set up for transit, loaded and unloaded, and while final hook up of utilities is in process. **Coverage is excluded** while this building is being moved (in transit), including while being set up for transit, loaded and unloaded, and while final hook up of utilities in is process

DEDUCTIBLE:

Each claim for loss or damage under this Policy shall be subject to a per **Occurrence** deductible amount of **$25,000; Except 1.0% of the TIV at each Building involved in the loss, arising out of Hurricane, subject to a minimum deductible of $25,000 any one occurrence. Hurricane deductible shall be subject to a maximum of $95,675 per occurrence and annual aggregate; after exhaustion, a $25,000 per occurrence deductible applies. The Hurricane Annual Aggregate is subject to adjustment based on increase or decrease of TIV, subject to Underwriter review.

VESSEL PHYSICAL DAMAGE

VESSEL PHYSICAL DAMAGE PREMIUM: $1,880.00

COVERAGE FORM: Essex 'All Risk' ACV OM-SPWPD (9/98)
Excluding Machinery Damage unless fire, sinking, total loss or constructive total loss of Vessel - OM-MACHEX (6/99)

TOTAL INSURED VALUE-VESSEL(S): $67,000.00

DEDUCTIBLE: $1,000.00

DEDUCTIBLE EXCEPTIONS:

$2,500.00	Transit
$5,000.00	Numbered or Named Storm

NAVIGATION WARRANTY:

- Inland, intracoastal and coastal waters of Gautier, Mississippi not to exceed 50 miles from mainland

FORMS & ENDORSEMENTS: MPIL 1007 03 14, MPIL 1083 04 15, MJIL MAIC 1000 06 10, IL 00 17 11 98, 011-1091 (1/06), MEOM 2303 01 15, OM-HULLDEC (1/06), OM-VESSELOPS (7/00), MEIL 1211 (06/10) - 25% minimum earned, OM-JGF8 (5/99), OM-MACHEX (6/99), OM-SPWPD (9/98), 011-1097 (1/02), IL 02 82 09 08, TRIA Form MEOM 2202 (only if TRIA is accepted)

COMMENTS:

- Vessels: 1) 2010 21.5' Fiberglass Cobia Watercraft "City of Gautier Id# CBASX0003B010 with outboard motor and Sport Trailer TAL2010 Serial# 1S9BB2121AW542736- $27,000 value; and 2) 1999 30' Aluminum Zodiac Hurricane H920 Cabin RIB "Hurricane H920" Id# XDC92006C999 with Twin 2005 Yamaha 250hp 4 stroke outboard motors with 2000 Aluminum Myco Trailer Model MG31XHTA-$40,000 value

VESSEL PROTECTION & INDEMNITY

VESSEL PROTECTION & INDEMNITY PREMIUM: $1,375.00

LIMITS:

Each Occurrence Limit:	$1,000,000.00
General Aggregate Limit:	$1,000,000.00

DEDUCTIBLE: $2,500.00

NAVIGATION WARRANTY:

- Inland, intracoastal and coastal waters of Gautier, Mississippi not to exceed 50 miles from mainland

FORMS & ENDORSEMENTS: MPIL 1007 03 14, MPIL 1083 04 15, MJIL MAIC 1000 06 10, IL 00 17 11 98, MEOM 2200 06 14, 011-1091 (1/06), MEOM 2302 01 15, OM-PandI-VS (1/06), OM-1061-3 05 16, OM-VESSELOPS (7/00), MEOM 2222 05 16, OM-SP38A (01/08), MEIL 1211 (06/10) - 25% minimum earned, OM-ROWEX (01/08), IL 02 82 09 08, OM-GE-1 (2/97), OM-GE-2 (2/97), OM-GE-3 (2/97), OM-GE-4 (2/97), OM-GE-5 (2/97), TRIA Form MEOM 2201 (only if TRIA is accepted)

COMMENTS:

- Vessel- 2010 21.5' Cobia Watercraft "City of Gautier", HIN # CBASX0003B010, with outboard motor
- OM-GE-1: This policy does not insure any loss of life of, or injury to, or illness of any diver.
- OM-GE-2: This policy does not insure any loss, damage, claim, cost, expense, fine, penalty, or other sum either directly or indirectly arising out of, relating to, or caused by the existence, use, misuse, or accidental discharge of firearms or archery equipment, regardless of circumstances or location.
- OM-GE-3: This policy does not insure any loss, damage, claim, cost, expense, fine, penalty, or other sum either directly or indirectly arising out of, relating to, or caused by any bodily injury or personal injury to persons in the act of being rescued and/or persons who are the subject of law enforcement activities.
- OM-GE-4: This policy does not provide coverage for loss of life or, or injury to, or illness of any volunteer, leased worker or contractor.
- OM-GE-5: This policy does not insure any loss, damage, claim, cost, expense, fine, penalty, or other sum either directly or indirectly arising out of, relating to, or caused by any use of the vessel for any activities or operations connected with the BP oil spill.

Premium:	**Vessel Physical Damage:**	**$1,880**	
	Vessel Protection & Indemnity:	**$1,375**	
	Total Annual Premium:	**$3,255**	**(Exp., $3,255)**

IX. ACCIDENT & SICKNESS - EFF., 9.30.17-18

CAREER BASIC BENEFITS

Loss of Life Benefits

Accidental Death Indemnity Benefit Amount	$75,000
Seat Belt Benefit Amount	$18,750
Safety Vest Benefit Amount.....	$18,750
Military Death Benefit Amount	$15,000
Illness Loss of Life Benefit Amount	$75,000
Dependent Child & Education Benefit Amount ..... Per Dependent Child	$30,000
Spousal Support & Education Benefit Amount	$15,000
Memorial Benefit Amount	$5,000
Dependent Elder Benefit Amount ..... Per Dependent Elder	$5,000
Repatriation Benefit Amount.....	$2,500

Lump Sum Living Benefits

Accidental Dismemberment & Paralysis Benefit ..... Principal Sum	$75,000
Vision Impairment Benefit..... Principal Sum	$75,000
Injury Permanent Impairment Benefit ..... Principal Sum	$75,000
Heart Permanent Impairment Benefit ..... Principal Sum	$75,000
Illness Permanent Impairment Benefit ..... Principal Sum	$75,000
Cosmetic Disfigurement Resulting from Burns Benefit..... Principal Sum	$75,000
HIV Positive Lump Sum Living Benefit ..... Principal Sum	$75,000

Weekly Income Benefits

Total Disability Benefit Weekly Amount (first 28 days)	$300
Total Disability Benefit Maximum Weekly Amount (after 28 days)	$300
Total Disability Minimum Weekly Benefit Amount	$75

Partial Disability is equal to 50% of Total Disability Benefit Limit $20,000

Occupational Retraining Benefit ..... Maximum Amount

Weekly Injury Permanent Impairment (Lifetime) Benefit ..... Not Included

Medical Expense Benefits

Benefits Paid: Excess of Workers' Comp

IX. ACCIDENT & SICKNESS

Medical Expense Benefit ..... Maximum Amount	$10,000
Cosmetic Plastic Surgery Benefit ..... Maximum Amount	$25,000
Post-Traumatic Stress Disorder Benefit ..... Maximum Amount	$25,000
Critical Incident Stress Management Benefit ..... Maximum Amount	$25,000
Family Expense Benefit Amount ..... Per Day	$100
Family Bereavement & Trauma Counseling Benefit ..... Per Person	$1,000
Transition Benefit	Not Included
Felonious Assault Benefit ..... Amount	Not Included
Home Alteration & Vehicle Modification Benefit ..... Maximum Amount	$50,000

Premium: $3,318 (Exp., $2,841)

Note:

Premium increase over last years because the expiring policy was only rated for 12 reserve, on the 17-18 application it was noted there were 14-17 active at one time.
17-18 policy was rated for the 14 reserve.

X. FLOOD COVERAGE / EFFECTIVE 4/15/2017-18

Property Location:
914 DE LA POINTE DR
GAUTIER, MS 39553

Type	Coverage	Rates	Deduct	Discount	Sub Total
Building:	400,000	/	1,250		
Contents:	50,000	/	1,250		
Contents Location:	Lowest Floor Only Above Ground Level				

Premium Calculation	
Premium Subtotal:	1,413.00
Multiplier:	
ICC Premium:	5.00
CRS Discount:	.00
Reserve Fund Assmt:	213.00
HFIAA Surcharge:	250.00
Federal Policy Fee:	25.00
Probation Surcharge:	.00
Endorsement Amount:	.00
Total Premium Paid:	1,906.00

Coverage Limitations May Apply. See Your Policy Form for Details.

XI. BOND / EFFECTIVE 10/2/2015-17

SURETY BOND

Surety Bond No. 32S421484 ,

KNOW ALL MEN BY THESE PRESENTS, That we CITY OF GAUTIER ,
of _____ , as Principal,
(hereinafter called Principal), and The Ohio Casualty Insurance Company , a corporation organized and existing under the laws of the State of Ohio with its Home Office in the City of FAIRFIELD , as Surety, (hereinafter called Surety), are held and firmly bound unto

MISSISSIPPI EMPLOYMENT SECURITY COMMISSION of JACKSON, MISSISSIPPI, as Obligee,

in the full and just sum of Fourteen Thousand Seven Hundred Seventy-three Dollars And Ninety-eight Cents Dollars ($ 14,773.98), lawful money of the United States of America, to be paid to the said Obligee, successors or assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered, or is about to enter, into a written Agreement with the Obligee for

REIMBURSEMENT TO THE OBLIGEE FOR THE UNEMPLOYMENT FUND THE AMOUNT OF REGULAR BENEFITS AND ONE-HALF OF THE EXTENDED BENEFITS PAID, THAT IS ATTRIBUTABLE TO SERVICE IN THE EMPLOY OF THE PRINCIPAL

as is more specifically set forth in said agreement, to which reference is hereby made.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall well and truly perform and carry out the covenants, terms, and conditions of said Agreement, then this obligation to be void; otherwise to remain in full force and effect for a period of two years commencing , 10/02/2015 , and ending 10/02/2017 , not to exceed the penalty of the bond.

It is agreed and understood, however, that this Bond may be cancelled by the Surety upon 30 days written notice of cancellation to the Employment Security Commission, provided, however, that such cancellation shall not affect any liability which has theretofore accrued or been determined.

Sealed with our seals and dated this 16th day of September , 2015 .

Premium: $388 Estimated (Exp., $388)

OPTIONAL CYBER LIABILITY COVERAGE INDICATION:

$1m limit with retention of $5,000

1. Premium indication is approximate range of $4,900 to $5,100
2. Premium indication - sub-limit of $500,000 on insuring agreements C-J the range is $4,400 to $4,600.
3. Premium indication - sub-limit of $250,000 on insuring agreements C-J the range is $3,900 to $4,200.

TRAVELERS

CyberRisk

HOW OUR COVERAGE RESPONDS FOR PRIVATE, NONPROFIT AND PUBLIC COMPANIES

Liability Insuring Agreements			
Insuring Agreement	Definition	Claim Scenario	Coverage Response
Network and Information Security Liability	Coverage for claims arising from unauthorized access to data, failure to provide notification of a data breach where required by law, transmission of computer virus and failure to provide authorized users with access to the company website	A hacker obtains sensitive personal information from the insured's computer system. As a result, a number of customers bring a claim against the insured for allowing access to their personal information.	Damages and defense costs for covered lawsuits
Communications and Media Liability	Coverage for claims arising from copyright infringement, plagiarism, defamation, libel and slander in electronic content	A lawsuit is brought against the insured by another entity alleging that their online content and organizational branding have been plagiarized and their trademarks infringed upon.	Damages and defense costs for covered lawsuits
Regulatory Defense Expenses	Coverage for governmental claims made as a result of network and information security liability or communications and media liability	A charity with offices nationwide suffers a major data breach involving thousands of donors. As a result, attorneys general in multiple states bring regulatory action against the insured.	Costs for responding to regulatory claims stemming from the data breach, including any resulting fines or penalties

First-party Insuring Agreements			
Insuring Agreement	Definition	Claim Scenario	Coverage Response
Crisis Management Event Expenses	Coverage for public relations services to mitigate negative publicity	The insured's chief customer service officer has his laptop stolen. The laptop contains more than 100,000 donor records, including their personal contact information.	Costs for hiring a public relations firm to restore donor confidence or mitigate negative publicity generated from the incident
Security Breach Remediation and Notification Expenses	Coverage for costs associated with notification of individuals breached, credit monitoring for 365 days, fraud expense reimbursement and call center	A skilled cyber criminal hacks into the insured's internal processing system. Names, addresses and credit information for more than 50,000 of the insured's members are captured from the system.	Costs for retaining legal counsel to assist with the breach response, including forensics, notice requirements and expenses; providing credit monitoring and a call center for impacted individuals; and obtaining an ID fraud policy for affected victims
Computer Program and Electronic Data Restoration Expenses	Coverage for expenses to restore data lost from system damage due to computer virus or unauthorized access	A computer virus corrupts the insured's system software and data.	Costs for repair and restoration of the insured's computer programs and electronic data
Computer Fraud	Coverage for loss of money, securities or other property due to unauthorized system access	An organized crime ring gains unauthorized access to the insured's accounts payable in their computer system and alters the bank routing information on outgoing payments. The result – $1 million transferred to the crime ring's account.	Direct loss of the insured's money, securities or other property

First-party Insuring Agreements (*continued*)			
Insuring Agreement	Definition	Claim Scenario	Coverage Response
Funds Transfer Fraud	Coverage for loss of money or securities due to fraudulent transfer instructions to a financial institution	An insured receives an email that appeared to be from its bank, but was not. The insured's employee opens the email, which activates embedded malware that reads key strokes from their computer. The perpetrator uses this means to obtain banking and password information and initiate a fraudulent electronic wire transfer from the insured's bank account.	The insured's funds that were fraudulently transferred from its bank account
E-Commerce Extortion	Coverage for money paid as a result of threats made to fraudulently transfer funds, destroy data, introduce a virus, attack a system or disclose electronic customer information	The insured receives a series of notes that threaten to hack into its customer database and disclose all of the contact information to the general public.	Expenses to manage the incident and monies or securities paid to the extortioner
Business Interruption and Additional Expenses	Coverage for loss of income and expenses to restore operations as a result of a computer system disruption caused by a virus or unauthorized computer attack	An organization's server is infected by a severe virus and as a result, their internal computer network is not available for an extended period.	The net proceeds that would have been earned (or net losses that would have been avoided) resulting from the computer system disruption

Travelers CyberRisk coverage is offered as a stand-alone policy or as a cohesive part of the *Wrap+*® and *Executive Choice+*® management liability suite of coverages. CyberRisk provides a combination of coverage options to help protect organizations from emerging cyber threats and now includes access to the Travelers' *eRisk Hub*® – an information portal of risk management tools.

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Travelers Casualty and Surety Company of America and its property casualty affiliates. One Tower Square, Hartford, CT 06183

This material does not amend, or otherwise affect, the provisions or coverages of any insurance policy or bond issued by Travelers. It is not a representation that coverage does or does not exist for any particular claim or loss under any such policy or bond. Coverage depends on the facts and circumstances involved in the claim or loss, all applicable policy or bond provisions, and any applicable law. Availability of coverage referenced in this document can depend on underwriting qualifications and state regulations.

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BOND & FINANCIAL PRODUCTS

PRIVATE & NON-PROFIT LIABILITY

Wrap+®

Travelers Wrap+® CyberRisk Coverage Highlights
Is your organization the next victim?

In today's data-driven world where sensitive information is stored and transferred electronically, organizations of all sizes are vulnerable to costly and damaging liabilities from data security breaches that are occurring at alarming, and growing, rates.

Travelers Wrap+ CyberRisk has several coverage options to help you protect your business. You can choose a combination of coverages to best suit your business.

Liability Insuring Agreements
✓ Network and Information Security Liability
✓ Communications and Media Liability
✓ Regulatory Defense Expenses

Liability Insuring Agreements

1. **Network and information security liability –** provides coverage for:
   - claims arising from the unauthorized access to data containing identity information,
   - the failure to provide notification of data breach where required by law,
   - transmission of computer virus, and
   - liability associated with the failure to provide authorized users with access to the company's website
2. **Communications and media liability –** provides coverage for claims arising from copyright infringement, plagiarism, defamation, libel, and slander in electronic content, such as websites and email
3. **Regulatory defense expenses –** coverage for governmental claims made as a result of network and information security liability or communications and media liability

First Party Insuring Agreements
✓ Crisis Management Event Expense
✓ Security Breach Remediation and Notification Expense
✓ Computer Program and Electronic Data Restoration Expenses
✓ Computer Fraud
✓ Funds Transfer Fraud
✓ E-commerce Extortion
✓ Business Interruption and Additional Expenses

First Party Insuring Agreements

1. **Crisis management event expenses –** coverage for public relations services to mitigate negative publicity as a result of cyber liability
2. **Security breach remediation and notification expenses –** provides coverage for:
   - costs incurred to determine whose identity information was accessed,
   - notification to those individuals of the security breach,
   - credit monitoring for 365 days,
   - call center to handle inquiries, and
   - identity fraud expense reimbursement for those individuals affected by the security breach

Travelers Wrap+® CyberRisk Coverage Highlights
Is your organization the next victim?

3. **Computer program and electronic data restoration expenses –** coverage for expenses incurred to restore data lost from damage to computer systems due to computer virus or unauthorized access
4. **Computer fraud –** coverage for loss of money, securities or other property due to unauthorized access to computer system
5. **Funds transfer fraud –** coverage for loss of money or securities due to fraudulent transfer instructions to a financial institution
6. **E-commerce extortion –** coverage for money paid due to threats made regarding an intent to fraudulently transfer funds, destroy data, introduce a virus or attack on computer system, or disclose electronic customer information
7. **Business interruption and additional expenses –** coverage for loss of income, and the extra expense incurred to restore operations, as result of a computer system disruption caused by a virus or other unauthorized computer attack

Get the protection you need, today and tomorrow

To learn more about Travelers Wrap+ CyberRisk insurance, talk with your Travelers agent or visit travelers.com/CyberRisk.

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Travelers Casualty and Surety Company of America and its property casualty affiliates
One Tower Square
Hartford, CT 06183

travelersbond.com

This material does not amend, or otherwise affect, the provisions or coverages of any insurance policy or bond issued by Travelers. It is not a representation that coverage does or does not exist for any particular claim or loss under any such policy or bond. Coverage depends on the facts and circumstances involved in the claim or loss, all applicable policy or bond provisions, and any applicable law. Availability of coverage referenced in this document can depend on underwriting qualifications and state regulations.

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PREMIUM SUMMARY

Coverage	2016-2017 Expired Premiums	2017-2018 Renewal Premiums
Commercial General Liability Inc., Data Compromise	$45,452	$44,634
Auto Liability	$58,536	$61,297
Law Enforcement Liability	$53,479	$53,479
Public Officials Liability	$4,362	$4,324
Employment Practices Liability	$8,189	$8,141
Crime	$731	$732
Property – Buildings & BPP	$63,659	$59,184
Marine Coverage (Boats)	$3,255	$3,255
Accident & Sickness	$2,841	$3,318
Total Premium:	**$242,798**	**$238,364**

Property - Infrastructure:

Optional Coverage for System Hydraulics (TIV $32,750,000) subject to a sub-limit of $3,500,000 per occurrence:

Additional Premium: $65,000 plus tax

Additional Policies:

Flood: **Effective 4/15/2017-18** **Premium: $1,906**

Bond: **Effective 10/2/2015-17** **Premium: $388 / 17-18 Estimated Renewal w/$20,000 Limit: $400**

City of Gautier Date

Diane Moore Date

MARKETING RESULTS – LIABILITY COVERAGE

MARKET	RESPONSE
Trident	Quoted
CNA/Old National Insurance Group	Non-Competitive/Did not quote
Scottsdale	Non-Competitive/Did not quote
Starr	Non-Competitive/Did not quote
Allied World	Non Competitive/Did not quote
Catlin	Non–Competitive/Did not quote
Travelers	Non–Competitive/Did not quote
One Beacon	Non-Competitive/Did not quote

MARKETING RESULTS – PROPERTY COVERAGE

MARKET	RESPONSE
Velocity/AmWins/United Specialty	$62,250 Plus Taxes 1% per occurrence and in the annual aggregate on TIV **Named Storm**, subject to minimum of $100,000 per occurrence with a $100,000 per occurrence thereafter
ARCH Insurance Group	$75K 2% NS ded
Aspen Insurance	Non-Competitive/Did not quote
AXIS Insurance	Non-Competitive/Did not quote
Diamond State Group	Non-Competitive/Did not quote
Liberty International Underwriters	$78K 1% NS ded
Maxum Specialty Insurance Group	Non-Competitive/Did not quote
OneBeacon Insurance Group	Non-Competitive/Did not quote
RSUI	Non-Competitive/Did not quote
Validus Specialty Underwriters	Non-Competitive/Did not quote
Ventus Risk Management, Inc.	$75K 2% NS ded
Westchester, A Chubb Company	Non-Competitive/Did not quote

Internet Liability Insurance

POWER

A new user hops onto the World Wide Web every seven seconds. The power button on a computer may be all that stands between your company and a cyber liability.

Pushing this button can be risky. Creating a Web site is simple, but the exposures that come with it are not. The Internet – that technological wonder of worldwide communication – is spinning a whole new "web" of liability exposures. Private companies that venture onto the World Wide Web face liability exposures that are emerging, evolving, and complex.

By disseminating information to the public via a Web site, commercial businesses now have some of the same exposures as publishers. These include conventional privacy, as well as emerging exposures related to operating on the Web. Traditional insurance policies may not be enough.

Think of the potential for trouble:

- A copyrighted image is displayed on your company's Web site without the image owner's permission.
- You find out too late that your company Web site's domain name has already been claimed by someone else.
- The megatags used on your company's Web site are trademark names owned by another company.
- Your company's new Web site accidentally includes unfavorable remarks about your competitors.
- An outside third party is able to access your customer's propriety information through your site.

The universe of potential plaintiffs is staggering, given the number of people and organizations that are currently surfing the Net. A potential legal action from just one of them could be costly. In a 1999 case, a company improperly used a sports celebrity's name and photograph on its Web site, and the celebrity sued for the "fair market value" of his name, plus additional damages of $750,000. Clearly, the potential liability associated with Web site content is already great, still growing, and rapidly evolving.

We can Provide Coverage for:

- Copyright infringement.
- Defamation.
- Invasion of privacy.
- Trademark infringement.
- A broad definition of Internet activities.

HUB International

RECOMMENDATIONS SECTION

DISCLAIMER: THIS FORM IS FOR ILLUSTRATION PURPOSES ONLY. PLEASE READ YOUR POLICY FOR SPECIFIC DETAILS.

BUILDING AND PERSONAL PROPERTY FORM:

Coinsurance. Buildings and Business Personal Property limits should be reviewed to determine if they are adequate and in compliance with the coinsurance requirements under your policy.

Off-Premises Services - Direct Damage. Coverage for damage resulting from an off-premises interruption of power or other utility service is excluded. This coverage can be added by endorsement and is recommended if your property is subject to this exposure. Coverage is available with and without spoilage.

Replacement Cost. Loss settlement under the form is on an actual cash value basis which is defined as current replacement cost less physical depreciation. Replacement cost coverage would eliminate depreciation if property is actually repaired or replaced. We recommend this coverage enhancement.

Signs and Glass. Coverage applying to outdoor signs and building glass is extremely limited under the form. Separate coverage is available for this property and is recommended if there is an exposure.

Incidental Property. Coverage on outdoor fences, radio and television antennas, trees, shrubs and plants, including debris removal expense is covered only for fire, lightning, explosion, riot or civil commotion or aircraft. The maximum which will be paid is $1,000 with a limit of $250 for any one tree, shrub or plant. Coverage is available by endorsement and is recommended if there is an exposure.

Debris Removal. The cost to remove debris of covered property under the form is extremely limited. Coverage is available by endorsement and is recommended.

Ordinance or Law. The form excludes any loss, or increase of loss, caused by the enforcement of any ordinance or law regulating the construction, use, or repair of any property. Coverage for loss to the undamaged portion of the building, demolition cost and increased cost of construction arising out of ordinances or laws can be provided by endorsement and is recommended.

BUSINESS INCOME AND/OR EXTRA EXPENSE COVERAGE FORM:

These coverages are designed to provide protection against loss of income, payment of necessary continuing expenses, and extra expenses from a covered cause of loss. Flood is a standard exclusion on these forms.

It may be possible to purchase higher limits as well as Flood Coverage for Business Income and Extra Expense on a limited basis.

Business Income. Business Income coverage is recommended to provide protection against loss of income and payment of necessary continuing expenses arising from suspension of your operations due to physical damage to your property by an insured cause of loss.

Extra Expense. Extra Expense is recommended to pay for costs in excess of normal operating expenses which you incur to continue operations without interruption after a direct property damage loss.

Rental Income. Coverage for loss of rental income resulting from untenantability of all, or a portion, of the insured building due to damage or destruction of real or personal property by an insured peril is available and is recommended if your operations include this exposure.

Coinsurance. Limits under these forms should be reviewed to determine if they are adequate and in compliance with any coinsurance requirements under your policy.

Off-Premises Services-Time Element. Coverage for damage resulting from an off-premises interruption of power or other utility service is excluded. Coverage is available by endorsement and is recommended if your operations are subject to this exposure.

COMMERCIAL GENERAL LIABILITY FORM

Pollution. Pollution is an excluded peril under the Commercial General Liability and Garage Liability policies. Oil and other waste storage on your premises may subject you to potential pollution liability. Coverage is available subject to high minimum premiums.

Underground Storage Tanks Liability. If you have underground storage tanks subject to 1988 EPA regulations, insurance covering this exposure should be pursued.

Liquor Liability. This form excludes liquor liability exposures of insured whose business is the manufacture, sale, or serving of alcoholic beverages. Separate liquor liability coverage is available and recommended if your operations include these exposures.

Care, Custody and Control. This form excludes coverage for property damage to property in your care, custody or control. If your operations include these exposures, separate coverage is available and recommended.

Watercraft. This form excludes coverage on owned watercraft and non-owned watercraft over 25 feet. If your operations include these exposures, separate coverage is available and recommended.

Aircraft. This form excludes coverage on owned and non-owned aircraft. If your operations include these exposures, separate coverage is available and recommended.

EMPLOYEE BENEFIT LIABILITY

Provides coverage for negligent acts, errors or omissions in management of employee benefit plans.

FIDUCIARY LIABILITY

Provides coverage for ERISA (Employee Retirement Income Security Act) exposures of fiduciaries for specifically designated plans to the extent that they are caused by a "wrongful act".

COMMERCIAL CRIME FORM

Employee Dishonesty. Employee Dishonesty is recommended to provide coverage for the loss of money, securities and other property arising out of dishonest acts of your employees. Coverage is required by law for your pension plan.

Depositor's Forgery. Forgery or alteration coverage is recommended to protect you against loss due to the forgery or alteration of checks, bank draft, promissory notes, and similar financial instruments drawn on your bank account.

Theft, Disappearance and Destruction. Theft, Disappearance and Destruction including coverage for loss inside and outside premises is recommended to protect your money and securities from loss while within your premises and while outside the premises while in the care and custody of a messenger.

BOILER AND MACHINERY COVERAGE FORM.

Property coverages exclude explosion of steam boilers, steam pipes, steam turbines, or steam engines; loss caused by mechanical breakdown, including rupture or bursting caused by centrifugal force including loss to refrigeration equipment and damage to electrical and electronic equipment due to electrical arcing and power surges. The Boiler and Machinery policy is designed to cover these losses to your property and loss to property of others.

COMMERCIAL INLAND MARINE FORM

Accounts Receivable. Accounts Receivable coverage is recommended to protect against loss arising out of destruction to your accounts receivable records. Coverages include amounts due from customers that the insured cannot collect, collection expenses in excess of normal, expenses incurred in reconstructing accounts receivable records and interest charges on loans to offset uncollectible amounts pending loss settlement.

Valuable Papers and Records. Valuable Papers and Records coverage is recommended to protect you against accidental loss or damage from a covered cause of loss to valuable papers and records that belong to you or are in your care, custody, and control.

Electronic Data Processing (EDP) Form. EDP coverage is recommended to provide specialized insurance on your computer equipment, information storage media and expenses or income loss related to EDP losses.

Motor Truck Cargo Form. Motor Truck Cargo coverage is recommended if you carry property of others for a fee. Coverage can also be provided on an owners form motor truck cargo policy insuring your goods being transported by your trucks.

Annual Transportation Form. This form is recommended if you ship goods by common (or contract) carrier. Most forms cover your property and property of others for which you are liable, including property that has been sold but not delivered.

Fuel Plus Endorsement. This endorsement is available for fuel wholesalers and provides coverage for Terminal Access Cards, Erroneous Delivery or Misdelivery and Gas or Oil Contamination.

COMMERCIAL UMBRELLA COVERAGE.

Umbrella coverage is recommended to provide catastrophic coverage for liability claims which exceed your underlying liability insurance or to provide replacement coverage for underlying liability policies which are reduced or exhausted by loss. Minimum limits of $5,000,000 are recommended.

FLOOD INSURANCE

Coverage for Flood, whether from rising water or wind-driven water, is a standard exclusion on Buildings, Business Personal Property and Business Income and Extra Expense coverages. Limited coverage can be obtained from the National Flood Program for Buildings and Business Personal Property but not Business Income or Extra Expense.

Primary Flood coverage, as well as Excess Flood coverage, may be available on a limited basis.

DIRECTORS & OFFICERS LIABILITY

Directors and officers can be held personally liable if their negligent acts result in loss to the company or its shareholders. Claims can be initiated by shareholders, employees (wrongful termination, discrimination, defamation), customers (restraint of trade, deceptive trade practices), competitors (copyright, patent or business interference), and government regulators. Coverage is available and should be considered.

EMPLOYMENT PRACTICES ERRORS & OMISSIONS

Commercial General Liability and Garage Liability policies generally do not provide coverage for employment-related injury to employees arising out of wrongful termination, discrimination and sexual harassment. The Employment Practices E&O policy provides this coverage. It is written specifically to provide coverage for indemnification and/or legal expense reimbursement arising out of wrongful discharge, discrimination and sexual harassment. Coverage can be provided for legal expenses only or indemnification for damages awarded.

GARAGE LIABILITY COVERAGE FORM

Broad Form Drive Other Car Coverage. This endorsement is used to afford liability, auto medical payments, uninsured/underinsured motorist, and physical damage coverage for specifically named individuals (and those individuals' spouses) while they are using a non-owned auto for their own personal use. If your owners, executive officers, partners, or employees are furnished company autos and have no personally owned autos, this coverage is recommended.

Pollution. Your Garage Liability policy includes what constitutes an almost total exclusion of coverage for incidents involving pollutants. Coverage is available subject to high minimum premiums.

Dealers Physical Damage. Provides Collision, Comprehensive or Specified Peril coverage on owned, floor planned or non-floor planned vehicles.

False Pretense. Your Garage Liability policy excludes coverage for theft of your vehicles if someone causes you to voluntary part with the auto by trick, scheme or under false pretense or if you acquire an auto from a seller who did not have legal title. False Pretense provides this coverage.

Dealers' Driveaway Collision. This endorsement deletes the exclusion applying to collision loss to autos driven or transported more than fifty road miles from the point of purchase or distribution to their destination.

Broad Form Products Coverage. This deletes the defective products exclusion which excludes property damage to any of your products if caused by a defect existing in the product at the time it was transferred to another. It is subject to a $250 deductible.

Broadened Coverage - Garages. This endorsement provides Personal Injury and Advertising Injury Liability, Host Liquor Liability, Fire Legal Liability, Incidental Medical Malpractice Liability, Non-Owned Watercraft or Aircraft, Additional Persons Insured Coverage, Automatic Liability Coverage-Newly Acquired Garage Businesses (90 days) and Limited Worldwide Liability.

Hired Auto Liability. Provides liability coverage on autos you lease, hire, rent or borrow (except from employee or partners).

Hired Auto Physical Damage. Provides physical damage coverage on autos you lease, hire, rent or borrow (except from employee or partners).

Non-Owned Auto Liability. Provides liability coverage for your business on autos owned by your employees or partners while used in your business or your personal affairs.

WORKERS COMPENSATION & EMPLOYERS LIABILITY COVERAGE.

Workers Compensation coverage is mandatory under Louisiana State statutes.

BUSINESS AUTO COVERAGE.

Hired Auto Liability. Provides liability coverage on autos you lease, hire, rent or borrow (except from

employee or partners).

Hired Auto Physical Damage. Provides physical damage coverage on autos you lease, hire, rent or borrow (except from employee or partners).

Non-Owned Auto Liability. Provides liability coverage for your business on autos owned by your employees or partners while used in your business or your personal affairs.

Broad Form Drive Other Car Coverage. This endorsement is used to afford liability, auto medical payments, uninsured/underinsured motorist, and physical damage coverage for specifically named individuals (and those individuals' spouses) while they are using a non-owned auto for their own personal use. If your owners, executive officers, partners, or employees are furnished company autos and have no personally owned autos, this coverage is recommended.

Collision. Pays for loss of or damage to your owned automobiles from collision with another object or upset.

Comprehensive. Pays for loss of or damage to owned automobiles from perils other than collision.

Specified Perils. Pays for loss caused by fire, theft, wind, hail, earthquake, explosion, flood, vandalism, and the sinking burning, collision or derailment of any conveyance transporting the covered auto.

Pollution. Your Business Auto policy includes what constitutes an almost total exclusion of coverage for incidents involving pollutants. Coverage is available subject to high minimum premiums.

Rental Reimbursement. For specified autos and coverages, pays rental cost of substitute auto after covered loss to scheduled auto.

TERRORISM

On November 26, 2002, President Bush signed into law the Terrorism Risk Insurance Act of 2002 (the "ACT"). The Act establishes a short-term program under which the Federal Government will share in the payment of covered losses caused by certain acts of international terrorism. We are providing you with this notice to inform you of the key features of the Act and to let you know what effect, if any, the Act will have on your premium.

Under the Act, insurers are required to provide coverage for certain losses caused by international acts of terrorism as defined in the Act. The Act further provides that the Federal Government will pay a share of such losses. Specifically, the Federal Government will pay 90% of the amount of covered losses caused by certain acts of terrorism which are in excess of the company's statutorily established deductible for that year. The Act also caps the amount of terrorism-related losses for which the Federal Government or an insurer can be responsible at $100,000,000,000.00, provided that the insurer has met its deductible.

(Admitted)

To Whom It May Concern:

Re: _____

By signing this acknowledgement below, I am instructing HUB International Gulf South Limited to bind _____ insurance coverage effective _____ for one year with the above insurance company. Please accept this letter as my understanding of the financial condition of the insurance company named above:

1. HUB International Gulf South Limited has a minimum financial guideline of an A.M. Best Company Rating of at least A- VII. This company does not meet this requirement.

2. HUB International Gulf South Limited cannot place insurance with this company without my specific instructions to do so.

3. There may be other options available from insurers with secure financial ratings; however, due to the savings in premium, I have elected to place coverage with the above insurance company.

4. HUB International Gulf South Limited does not and will not warrant the financial stability of the insurance company named above. I hereby agree to hold HUB International Gulf South Limited harmless for any financial loss resulting from the purchase of this policy.

_____	By_____
Company	Please print name of signatory
_____	_____
Signature	Date

(Non-admitted – Property and Casualty)

To Whom It May Concern:

Re: _____

By signing this acknowledgement below, I am instructing HUB International Gulf South Limited to bind _____ insurance coverage effective _____ for one year with the above insurance company. Please accept this letter as my understanding of the financial condition of the insurance company named above:

1. HUB International Gulf South Limited has a minimum financial guideline of an A.M. Best Company Rating of at least A- VII. This company does not meet this requirement.

2. HUB International Gulf South Limited can not place insurance with this company without my specific instructions to do so.

3. There may be other options available from insurers with secure financial ratings; however, due to the savings in premium, I have elected to place coverage with the above insurance company.

4. HUB International Gulf South Limited does not and will not warrant the financial stability of the insurance company named above. I hereby agree to hold HUB International Gulf South Limited harmless for any financial loss resulting from the purchase of this policy.

5. I acknowledge that my insurance coverage will be provided by an unauthorized, but approved insurance company. I also acknowledge and have been expressly advised by HUB International Gulf South Limited that such a company is not regulated by the Louisiana Department of Insurance, and in the event of insolvency of the unauthorized but approved insurer, CLAIMS OR LOSSES WILL NOT BE COVERED BY THE LOUISIANA INSURANCE GUARANTY ASSOCIATION

_____ By_____

Company Please print name of signatory

_____ _____

Signature Date

FACTS	WHAT DOES HUB INTERNATIONAL LIMITED ("HUB") DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers and clients the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • your name, address and social security number. • your payment history and claims information. • information from other reporting agencies and state and federal government agencies, such as state motor vehicle departments. • information from other sources, such as your employer, information clearinghouses, medical or health care providers and/or other third parties.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Hub may share; and whether you can limit this sharing.

Reasons we may share your personal information:	May Hub share?	Can you limit this sharing?
For our everyday business purposes – such as to maintain or service your insurance account(s), report to credit bureaus, to process or service requested or authorized transactions, to secure quotations for insurance, to obtain insurance coverage or to report or process claims. We may also disclose your health, medical conditions or treatment information as necessary to process or service requested or authorized transactions or as otherwise permitted or required by law.	Yes	No
For our marketing purposes – to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes – information about your transactions and experiences, to process or service requested or authorized transactions, such as to secure quotations for insurance, obtain insurance coverage or to report or process claims.	Yes	No
For our affiliates' everyday business practices – information about your creditworthiness.	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	Yes	Yes

To Limit Our Sharing	You can contact us at any time to limit our sharing. To do so, call 1-800-256-2842. You may also write to our Chief Legal Officer at the address shown at the bottom of this notice. When you are no longer our customer, we may continue to share your information as described in this notice.

Questions?	Call 1-800-256-2842 or go to www.hubinternational.com.
Who we are	
Who is providing this notice?	This notice is provided by Hub and its subsidiaries and operating divisions listed below: • California Coastal Insurance

	• Claims Administration Corporation • Flynn Insurance Agency • Hub International CFR • Hub International Financial Services • Hub International Gulf South • Hub International Insurance Services Inc. • Hub International Investment Services Inc. • Hub International Midwest Limited • Hub International Mountain States Limited • Hub International New England, LLC • Hub International Northeast Limited • Hub International Northwest LLC • Hub International Southeast • Hub International Southwest • Hub International Texas, Inc. • Hub International Transportation Insurance Services Inc. • Impact Select Group, Inc. • Intercare Insurance Solutions, Inc. • Rigg Insurance Managers, Inc. • Sander A. Kessler & Associates, Inc. • The Feitelberg Company of Rhode Island, LLC • Voluntary Benefits Services Inc.

What we do	
How does Hub protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We restrict access to such information to those employees or service providers who need to know such information in order to provide the requested services or products.
How does Hub collect my personal information?	We collect your personal information, for example: • When you submit an application or other completed forms that we receive from you. • Through your transactions with us. • From consumer or other reporting agencies and state and federal government agencies, such as state motor vehicle departments. • From other sources, such as your employer, information clearinghouses, medical or health care providers and/or other third parties. We also collect your personal information from others, such as credit bureaus, affiliates or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: • Sharing for affiliates' everyday business purposes – information about your creditworthiness. • Affiliates from using your information to market to you. • Sharing for nonaffiliates to market to you. State laws and individual companies may give you additional rights to limit sharing.
What if there is more than one insured on a policy?	This notice describes our privacy practices for both current and former customers. If there is more than one person insured under a policy, this policy will be sent only to the named insured on that policy, but applies to all insureds.

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • Affiliates include the family of insurance brokerage and other financial services companies owned by Hub.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. • Our joint marketing partners include categories of companies such as insurance companies or banks.

Other important information

This notice should not be construed as any notice required to be sent by the Health Insurance Portability and Accountability Act. If you have additional questions you can write to us at:

Chief Legal Officer
Hub International Limited
55 East Jackson Boulevard, Floor 14A
Chicago, IL 60604

Please include your name, address, telephone number and email address whenever you contact us, including by email. This helps us handle your request correctly.

Rev. June 25, 2012

HOW WE GET PAID

HUB International takes pride in the services our brokerages provide to you, our client, for insurance and risk management programs. For our efforts we are compensated in a variety of ways, primarily in the form of commissions and contingency amounts paid by insurance companies and, in some cases, fees paid by clients or third parties. The means by which we are compensated are described below.

Commission income - Commission, normally calculated as a percentage of the premium paid to the insurer for the specific policy, is paid to us by the insurer to distribute and service your insurance policy. Our commission is included in the premium paid by you. The individuals at HUB International who place and service your insurance may be paid compensation that varies directly with the commissions we receive.

Contingency income - We also receive income through contingency arrangements with most insurers. They are called "contingent" because to qualify for payment we normally need to meet certain criteria, usually measured on an annual basis. Contingency arrangements vary, but payment under these agreements is normally the result of growing the business by attracting new customers, helping the insurance company gather and assess underwriting information and/or working to renew the policies of existing insureds. There is currently no meaningful method to determine the exact impact that any particular insurance policy has on contingency arrangements. However, brokers tend to receive higher contingency payments when they grow their business and retain clients through better service. In other words, the amount of earned contingency income depends on the overall size and/or profitability of all of a group of accounts, as opposed to the placement or profitability of any particular insurance policy. For this reason, the individuals involved in placing or servicing insurance are rarely, if ever, compensated directly for the contingent income that we receive.

Supplemental Commissions - Some insurance companies have recently replaced contingent commissions with supplemental commissions. These commissions, in fixed amounts, are established annually in advance based on historical performance measured by criteria comparable to those by which contingent commissions are calculated. We refer to these commissions as guaranteed supplemental commissions, or "GSCs".

Fees paid by clients - On occasion, with more complex business insurance programs and where additional resources, products or services are appropriate, a fee may be negotiated for placement of insurance coverage or additional services. Fees charged for the placement of insurance will be outlined in a proposal and approved, usually in writing, prior to the insurer binding coverage. On occasion, we may receive both commissions *and* client-paid fees for placing insurance, which generally will be disclosed in writing to you in advance. In certain circumstances clients pay us mutually agreed-upon fees for additional services, such as third party administration of employee benefits or workers' compensation programs.

Wholesale Operations - We own wholesale insurance brokerages in both the U.S and Canada. These are intermediaries through which other brokers, typically retail brokers that have a relationship and deal directly with their clients, place coverage. Our own retail brokers may place client policies through HUB-owned wholesale brokers. In such cases, both the HUB retail broker and the HUB wholesale broker will earn commissions, and they are included in the client's premium payment. Ordinarily wholesale brokers, whether owned by HUB International or not, are included in the transaction because they offer products that are particularly suitable to a client's needs that are not available through normal insurance brokerage retail channels.

Other Compensation and Benefits - We may receive revenue or further benefits from our insurance brokerage activities in other ways, including, but not limited to, from insurance company promotional events, payments from insurers for promotional marketing and/or employee training and development, fees or a percentage of the interest paid to us for the administration of premium finance contracts, interest paid to us by financial institutions earned on fiduciary or trust accounts in which we hold your premium payments pending remittance to the insurance company, and fees paid to us for policy and/or claims administration and/or loss control services that we provide.

Related Party Transactions - In limited circumstances, our subsidiaries or employees may have interests in, or our employees may serve on boards or committees of, insurers or reinsurers with whom policies are placed.

Customer Centric Carriers - We have access to the products and services of hundreds of insurers. However, we believe our ability to provide the best combination of products, service, value and ongoing access to capacity is enhanced by focusing on a manageable number of carrier relationships. These strategic relationships include many of the most respected national and regional insurance companies in the insurance industry (the "Strategic Carriers"). Although we will continue to access our other insurance company relationships where appropriate, we expect that many of our clients' insurance needs may be met through the Strategic Carriers. The Strategic Carriers may pay us enhanced compensation, which we intend to use in part to invest in initiatives to improve our ability to serve our customers' and to optimize their insurance buying experience. A portion of any enhanced compensation from our Strategic Carriers may be used to incentivize our employees to prioritize, investigate and access the products and services of our Strategic Carriers for the purpose of consolidating the number of insurance markets we deal with, while at the same time addressing the needs of our clients. More information regarding our Strategic Carrier relationships is available upon request from your HUB International insurance advisor or by visiting our website at www.HUBinternational.com.

Our goal is to be your insurance brokerage of choice. We know you have many brokerages to choose from, so to earn your confidence, we hold ourselves to the highest standard of service, a standard reflected in our written Client Commitment - we call it the "*The HUB Advantage.*" We hope you will review the principles embodied in *The HUB Advantage*, a copy of which is attached for your convenience. You should also feel free to visit our website at www.HUBinternational.com for more information regarding HUB International and how we do business.

Please also feel free to ask any questions about our compensation generally, or as to your specific insurance proposal or placement, by contacting your HUB broker or customer service representative directly, or by calling our client hotline at 1-866-857-4073.

We want you to choose a HUB International broker to be your insurance advisor – and we intend to make your decision an educated one.

HUB International Gulf South Limited

HUB International Gulf South Limited is committed to providing you with the best available insurance brokerage service.

- We will work with you to establish action plans and timetables.
- We will make deadline commitments and we will meet them.
- We will act as your trusted partner.
- We will look for creative, cost-effective methods for treating risk.
- We will communicate effectively through active listening.
- We will keep you informed of changes occurring in the insurance marketplace.
- We will act as your advisor and advocate.
- We will represent you in the marketplace in the most informed, effective, and professional manner possible.

Vacant Buildings

If the building where loss or damage occurs has been vacant for more than 60 consecutive days before that loss or damage, we will:

A. Not pay for any loss or damage caused by any of the following, even if they are Covered Causes of Loss:

(1) Vandalism;
(2) Sprinkler leakage, unless you have protected the system against freezing;
(3) Building glass breakage;
(4) Water damage;
(5) Theft; or
(6) Attempted theft

B. Reduce the amount we would otherwise pay for the loss or damage by 15%.

A building is vacant when it does not contain enough business personal property to conduct customary operations.

Buildings under construction are not considered vacant.

Risk Management

The basic purpose of insurance is to insure catastrophic losses which would financially impair your future.

Insurance should not be purchased for small exposures since the cost is prohibitive and may use premium dollars you need to cover your major exposures.

There are three basic procedures for determining your insurance needs:

- **Eliminating or reducing your risk --**
  Use of proper management of maintenance, repair, training and safety programs;

- **Assuming the risk yourself --**
  Paying small losses yourself and buying high deductibles;

- **Transferring the risk --**
  Buying the proper amounts of insurance tailored to your specific needs.

HUB International Gulf South retains loss prevention specialists that can assist in assessing your current risk management needs. Services can include recommendations, as well as implementation of safety solutions depending on the scope of work required.

Please contact Chief Sales Officer Shaun Norris for more information on these services at 504/846-7822.

HUB International Limited

12260 Intraplex Parkway
Gulfport, MS 39503
P: (228) 897-6700
F: (228) 897-6711

www.hubinternational.com

September 5, 2017

Ms. Paula Yancey
City Of Gautier
3330 Hwy 90
P.O. Box 670
Gautier, MS 39533

RE: Client Service Agreement

Dear Ms. Yancey :

We are delighted to be working with you as your insurance broker, effective with our appointment effective September 5, 2017. Hub International is committed to providing the very best of our resources, creativity, diligence and attention to detail in order to enhance the effectiveness of the City of Gautier's program and assist you in meeting the City's objectives. This letter will provide an overview of our agreed responsibilities and set forth the terms of our engagement and our compensation.

Term of Engagement: As agreed, our initial engagement is effective from the date of our appointment, September 5, 2017 through September 5, 2020.

Scope of our Responsibilities: As further enumerated in this engagement letter, we agree to provide brokerage (placement), policy-related services with respect to the following coverages, whether fully insured or self-insured in part:

- Property Damage (Real and/or personal property, including Wind Coverage)
- Equipment Breakdown
- Equipment Floater
- General Liability
- Law Enforcement Liability
- Public Officials Liability
- Employment Practices Liability
- Business Automobile
- Boat Policy
- Accident & Sickness for Volunteers
- Unemployment Surety Bond
- Flood Policy

We will not have responsibility for placing or servicing any other insurance coverage for City of Gautier unless specifically appointed in writing to do so.

Placement Services: For the coverages specified above, we will perform the following duties:

- Assist City of Gautier with the evaluation of exposures, at least annually
- Develop insurance marketing strategies and coverage specifications for each line of coverage, in consultation with City of Gautier
- Prepare Comprehensive underwriting submissions, based on applications and information provided by City of Gautier, and assist City of Gautier with the development of the underlying data and information integral thereto
- Negotiate with interested insurance, or, where appropriate, reinsurance markets for each line of coverage
- Develop and present to City of Gautier market quotations, and assist City of Gautier in analyzing various options
- Execute City of Gautier's orders at renewal and from time to time as necessary to place or amend coverages

Policy Related Services:

- Prepare and issue formal binders and invoices for new or renewal coverages as necessary
- Follow up with commercial carriers for the timely issuance of policies and endorsements
- Review policies and endorsements for accuracy and conformity to negotiated specifications, and have corrections made
- Advise and bill City of Gautier for surplus lines taxes, if applicable

Administrative Services:

- Advise City of Gautier on an ongoing basis with respect to program design, insurance market strategies and information
- Meet insurers and reinsurers as necessary, including City of Gautier's representation as appropriate

Compensation:

- The flat fee for Insurance Risk Management is $22,000 per year for a three year term beginning 9/5/2017. In the event, the City of Gautier is impacted by a Category 3 or higher rated hurricane, HUB International has the ability to negotiate for an additional fee not to exceed a total of $29,000 per year for the remaining length of the term.

- Gross amount of fee to be invoiced to City of Gautier as negotiated, i.e. $22,000 effective September 5, 2017. Hub International will be responsible for paying all outside service providers with exception to direct-billed policies
- Hub International will obtain quotes from insurers and reinsurers which do not include commissions that would otherwise be payable to us (commonly referred to as “net” quotes in the insurance industry), unless the insurer will not quote net and we disclose accordingly and agreed upon.
- If Hub International executes insurance placements at the direction of City of Gautier through other wholesaler/intermediaries in the normal course of business, the compensation for those intermediaries, whether fee or commission in usual and customary amounts for such services, will be an additional cost to City of Gautier; Hub International will use its best efforts on behalf of City of Gautier to minimize these costs, and we will not share in any such compensation for wholesaler/intermediaries.

Termination of Engagement: It is certainly our intent that our engagement will continue for the period specified, and we hope, be extended for subsequent periods in a mutual beneficial relationship between our organizations. We recognize that circumstances can change, however. Accordingly, either of us has the right to terminate the engagement upon 60 days’ written notice to the other party. In the event of a termination, we will assist you in a smooth transition to the service provider of your choice. If Hub International terminates our engagement mid-term, we will refund our unearned fee on a pro-rata basis, less any amounts we have paid to other City of Gautier service providers pursuant to the engagement. If City of Gautier terminates the engagement mid-term, our annual compensation will be deemed earned on the following schedule, and we will refund the unearned portion, less any amounts paid to other City of Gautier providers:

We are most pleased to be working with City of Gautier. I am enclosing two originals of this engagement letter, signed by me. Please acknowledge one by signing where indicated and returning it to me as soon as possible.

Sincerely,

Diane L. Moore, CIC
Hub International
Senior Vice-President

Acknowledged and Agreed:
City of Gautier

By: _____

Title: _____

Date: _____

* Bldg No.	*Property Type	Location Name	*Street Address	*City	*State Code	*Zip	County	Is Prop within 1000 ft of saltwater	*# of Bldgs	*ISO Const	Construction Description	*# of Stories	*Orig Year Built	*Real Property Value ($)	Personal Property Value ($)	Other Value $ (outdoor prop & Eqpt must be sch'd)	BI/Rental Income ($)	*Total TIV	*Occupancy
1	Building	City Hall	3330 Hwy. 90	Gautier	MS	39553	Jackson	N	1		NC	1	1988	1,137,250	60,000			1,197,250	Municipal Building
2	Building	City Maintenance Barn (Blue)	3330 Hwy. 90	Gautier	MS	39553	Jackson	N	1		NC	1	1993	162,960	50,000			212,960	Fleet Maintenance
3	Building	City Storage Building (Yellow)	3330 Hwy. 90	Gautier	MS	39553	Jackson	N	1		NC	1	2011	259,654	5,000			264,654	City Storage/Shop
4	Building	Pole Barn	3330 Hwy. 90	Gautier	MS	39553	Jackson	N	1		NC	1	1997	80,000	10,000			90,000	Equipment Storage
5	Other Structures	Veterans Tribute Tower	3330 Hwy. 90	Gautier	MS	39553	Jackson	N	1				2012		300,000			300,000	Monument
6	Other Structures	Nature's Playground Sculpture	Dolphin Rd. Traffic Circle	Gautier	MS	39553	Jackson	N	1		Fine Art		2012	See	Endorsement				Art
7	Building	Police Department	3329 Hwy. 90	Gautier	MS	39553	Jackson	N	1		NC	2	1990	1,350,000	75,000			1,425,000	Police/City Court
8	Building	Public Works Building	3305 Gautier Vancleave Rd.	Gautier	MS	39553	Jackson	N	1		Frame	1	1992	302,000	20,000			322,000	Water Department
9	Building	Public Works Warehouse	3305 Gautier Vancleave Rd.	Gautier	MS	39553	Jackson	N	1		Frame	1	1992	548,000	100,000			648,000	Warehouse/Offices
10	Building	Central Fire Station	2502 College Circle	Gautier	MS	39553	Jackson	N	1		MNC	1	1984	299,150	30,000			329,150	Fire Department
11	Building	North Fire Station	7510 Martin Bluff Rd.	Gautier	MS	39553	Jackson	N	1		MNC	1	1984	307,314	30,000			337,314	Fire Department
12	Building	South Fire Station	1905 Ladnier Rd.	Gautier	MS	39553	Jackson	N	1		Frame	1	1984	281,252	30,000			311,252	Fire Department
13	Building	West Fire Station	6200 Brown Rd.	Gautier	MS	39553	Jackson	N	1		MNC	1	2014	669,000	35,000			704,000	Fire Department
14	Building	Senior Citizens Building	914 De La Pointe Dr.	Gautier	MS	39553	Jackson	N	1		Frame	1	1999	406,224	10,000	50,000		466,224	Senior Center
15	Building	City Park Storage Building	914 1/2 De La Pointe Dr.	Gautier	MS	39553	Jackson	N	1		Frame	1	1999	54,980	0	50,000		104,980	Storage/Restrooms
16	Building	City Park Restrooms	914 1/3 De La Pointe Dr.	Gautier	MS	39553	Jackson	N	1		Frame	1	1999	43,521	0			43,521	Restrooms
17	Building	City Park Pavilion D	914 1/4 De La Pointe Dr.	Gautier	MS	39553	Jackson	N	1		Frame	1	1999	53,474	0			53,474	Pavilion
18	Building	City Park Pavilion E	914 1/5 De La Pointe Dr.	Gautier	MS	39553	Jackson	N	1		Frame	1	1999	44,138	0			44,138	Pavilion
19	Other Structures	City Park Pier/Boat Ramp	914 De La Pointe Dr.	Gautier	MS	39553	Jackson	N	1		Frame	1	1999	79,841	0			79,841	Boat Ramp
20	Building	Old School House	902 De La Pointe Dr.	Gautier	MS	39553	Jackson	N	1		JM	1	1946	98,641	0			98,641	Storage
21	Building	Old School House Storage	902 De La Pointe Dr.	Gautier	MS	39553	Jackson	N	1		JM	1	1946	4,532	0			4,532	Storage
22	Building	Police Substation	2300 Ladnier Rd.	Gautier	MS	39553	Jackson	N	1		JM	1	1987	224,205	5,000			229,205	Storage/PD Substat
23	Building	Storage Building (Bacot Park)	2300 Ladnier Rd.	Gautier	MS	39553	Jackson	N	1		Frame	1	1999	21,990	25,000			46,990	Storage
24	Building	Batting Cage/Storage (Bacot Pk)	2300 Ladnier Rd.	Gautier	MS	39553	Jackson	N	1		NC	1	1997	8,463	0			8,463	Batting Cage
25	Building	Restrooms (Bacot Park)	2300 Ladnier Rd.	Gautier	MS	39553	Jackson	N	1		JM	1	1993	53,886	0			53,886	Restrooms
26	Building	Concession Stand/Baseball (Bacot)	2300 Ladnier Rd.	Gautier	MS	39553	Jackson	N	1		JM	1	1979	70,830	0			70,830	Concession
27	Building	Concession Stand/Football (Bacot)	2300 Ladnier Rd.	Gautier	MS	39553	Jackson	N	1		JM	1	1993	57,795	0			57,795	Concession
28	Building	Press Box/Baseball (Bacot)	2300 Ladnier Rd.	Gautier	MS	39553	Jackson	N	1		Frame	1	1999	19,839	0			19,839	Press Box/North
29	Building	Press Box/Football (Bacot)	2300 Ladnier Rd.	Gautier	MS	39553	Jackson	N	1		Frame	1	1999	38,840	10,000			48,840	Press Box/South
30	Other Structures	Aluminum Bleachers (Bacot)	2300 Ladnier Rd.	Gautier	MS	39553	Jackson	N	1		Other	1	1998	11,507	0			11,507	Bleachers
31	Building	Bus Stop Shelter West	Hwy. 90	Gautier	MS	39553	Jackson	N	1		Frame	1	2014	50,000	0			50,000	Bus Stop West
32	Building	Bus Stop Shelter Central	Hwy. 90	Gautier	MS	39553	Jackson	N	1		Frame	1	2014	50,000	0			50,000	Bus Stop Central
33	Building	Bus Stop Shelter East	Hwy. 90	Gautier	MS	39553	Jackson	N	1		Frame	1	2014	50,000	0			50,000	Bus Stop East
34	Other Structures	Digital Sign (Mall)	Hwy. 90/Gautier Town Center	Gautier	MS	39553	Jackson	N	1		Other	1	2014	50,000	0			50,000	Digital Sign
35	Building	Pavilion (Frasier Park)	720 Frasier Dr.	Gautier	MS	39553	Jackson	N	1		Frame	1	2013	34,452				34,452	Pavilion
36	Building	Pavilion (Bob Hayes Park)	1528 Lima Dr.	Gautier	MS	39553	Jackson	N	1		Frame	1	2013	43,065				43,065	Pavilion
37		Blanket EDP	City Wide	Gautier	MS	39553	Jackson					1		175,000				175,000	Electronic Data
38	Outdoor Prop	Outside Property	Hwy. 90 and Dolphin Rd.	Gautier	MS	39553	Jackson	N	1		(183) Light Poles	1	2011		380,000			380,000	Light Poles
39	Building	Restroom Frasier Park	720 Frasier Dr.	Gautier	MS	39553	Jackson	N	1		NC	1	2014	50,000	0			50,000	Restroom
40	Building	Log Cabin Welcome Center	SE corner of Dobson Rd. & Allen Rd.	Gautier	MS	39553	Jackson	N	1		Frame	2	1920		0				Welcome Center
42	Eqpt	Multiple Locations	Multiple Locations	Gautier	MS	39553	Jackson									784,169		784,169	
43	Building	Office Building Shepard State Park	1034 Graveline Rd.	Gautier	MS	39553	Jackson	N	1		JM	1	1989	85,000	10,000			95,000	Office-SSPark
44	Building	Mobile Home at Shepard State Park	1034 Graveline Rd.	Gautier	ms	39553	Jackson	N	1		NC	1	1989	50,000				50,000	Mobile Home
45	Building	Water Treatment Plant Lab Bldg	3330 Hwy. 90	Gautier	MS	39553	Jackson	N	1		NC	1	2015	50,000	10,000			60,000	Lab Bldg
46	Other Structures	Water Treatment Plant Awning	3330 Hwy. 90	Gautier	MS	39553	Jackson	N	1		NC	1	2015	50,000				50,000	Steel Awning

City of Gautier
Schedule of Vehicles

As of 07-06-17 **$1,000 deductible per occurrence**

Admin. Department

Year	Make	Model	VIN Number	Misc. Notes	City No.	Coverage Type
2005	Ford	Windstar	2FMZA57655BA66637	Gold/Finance Dept.	A2	Liability
2010	Ford	Crown Victoria	2FABP7BV0AX102302	Silver Birch/HR Director	12302	Full
2010	Chevrolet	Silverado 2500	1GC4KVBG5AF136383	4 X 4/ Crew Cab/ Silver/Craftsman		Full
2008	Ford	F-250	1FTSW20R78EE17633	XL/Crew Cab/Green/Fleet Maint.		Liability
2007	Ford	Ranger	1FTYR10DX7PA93645	XL, Reg. Cab/ Dark Gray/Custodian	909	Liability
2010	Port City	Trailer	5YCBE162XAH002412	7x16 Enclosed/side door/rear door tlr.		Liability
2005	Ford	Escape	1FMYU03115KB93195	SLT/Gray/Grants Administrator	900	Liability

Planning Department

Year	Make	Model	VIN Number	Misc. Notes	City No.	Coverage Type
2010	Ford	F150	1FTEX1CW3AFD19415	XL, Ext. Cab/ Gray/Building Official		Full
2007	Ford	F150	1FTPX12V97FA91642	XL/Ext. Cab/White/Bldg. Inspector		Liability
2010	Ford	F150	1FTEX1CW1AFD19414	XL/Ext. Cab/White/Animal Control		Full

Parks and Facilities Division

Year	Make	Model	VIN Number	Misc. Notes	City No.	Coverage Type
2007	Ford	Ranger	1FTYR10D97PA49362	XL, Reg. Cab/ Dark Gray/ Parks Personnel	908	Liability
2006	Dodge	Ram 1500	1D7HU18N66J112744	Reg. Cab/White/ Park Supervisor		Liability
2011	Ford	F350	1FT8W3A63BEB10648	Super Duty Crew Cab/White/Director		Full
2008	Ford	F350	1FTWW30R38EC98695	XL/Diesel/Crew Cab/Green/Grds Maint.	603	Liability
2005	Ford	Windstar SEL	2FMZA52215BA26009	Gold/Recreation	A1	Liability
2005	Ford	E350	1FBSS31S05HA64928	15 Passenger Van/Blue/Parks		Liability
1994	Chevrolet	Silverado 1500	1GBJC34K0RE259004	Flatbed/Water Tank		Liability
2008	Ford	F350	1FTWW30588EA69832	XL/Crew Cab/Green/Parks Spare	221	Liability
2011	Freightliner	Dump Truck	1FYACXDT7BDA26916	Dump Truck/White		Full
2014	Dodge	Ram 5500	3C7WRMAL6EG260778	Bucket Truck/Diesel		Full
1998	International	Bucket Truck	1HTSCABN8XH626148	Trash/Limb Truck		Liability

2010	Texas Bragg	Trailer	5VTBU182X9RBB4	6'10 x 18' Tandem Axle Trailer/ Parks		Liability
2010	Port City	Trailer	4R7BU2026AT101685	8' x 20' Tandem Axle Dove Tail w/Ramps		Liability
Unk	Southern	Trailer	G54549	6'6 x 18 Tandem Axle Trailer		Liability
2003	Ford	Taurus	1FAFP53U03A172258	Red/Spare	S38	Liability
2004	GMC	Sierra	1GTEC14V34Z350409	Reg. Cab/White	902	Liability

Police Department

Year	Make	Model	VIN Number	Misc. Notes	City No.	Coverage Type
2016	Dodge	Charger	2C3CDXAT0GH126808	White	16808	Full
2016	Dodge	Charger	2C3CDXAT2GH122405	White	12405	Full
2016	Dodge	Charger	2C3CDXAT0GH122404	White	12404	Full
2016	Dodge	Charger	2C3CDXAT4GH122406	White	12406	Full
2016	Dodge	Charger	2C3CDXATXGH116223	White	16223	Full
2010	Ford	F-150	1FTFW1EV1AFB13408	XLT/ Ext. Cab/Maroon	13408	Full
2009	Dodge	Charger	2B3KA43T79H561762	Silver	11762	Liability
2009	Dodge	Charger	2B3KA43T39H561760	Silver	11760	Liability
2010	Ford	Crown Victoria	2FABP7BV9AX102301	Black	12301	Full
2011	Ford	Crown Victoria	2FABP7BV9BX124400	White	14400	Full
2011	Ford	Crown Victoria	2FABP7BV2BX124402	White	14402	Full
2011	Ford	Crown Victoria	2FABP7BV4BX124403	White	14403	Full
2011	Ford	Crown Victoria	2FABP7BV6BX124404	White	14404	Full
2008	Ford	Crown Victoria	2FAFP71V18X179614	White	19614	Liability
2008	Ford	Crown Victoria	2FAFP71V58X179616	White	19616	Liability
2011	Ford	Crown Victoria	2FABP7BVXBX124406	White	14406	Full
2007	Ford	Crown Victoria	2FAFP71W77X112796	White	105	Liability
2007	Ford	Crown Victoria	2FAFP71W07X112798	White	106	Liability
2007	Ford	Crown Victoria	2FAFP71W97X112797	White	108	Liability
2007	Ford	Crown Victoria	2FAFP71W77X112801	White	109	Liability
2011	Ford	Crown Victoria	2FABP7BV0BX124401	White	14401	Full
2007	Ford	Crown Victoria	2FAFP71W27X112799	White	107	Liability
2011	Ford	Crown Victoria	2FABP7BV6BX124399	White	14399	Full
2007	Ford	Crown Victoria	2FAFP71W57X115809	White	120	Liability
2007	Ford	Crown Victoria	2FAFP71W37X115808	White	130	Liability
2007	Ford	Crown Victoria	2FAFP71W87X115805	White	140	Liability

2007	Ford	Crown Victoria	2FAFP71W67X115804	White	148	Liability
2007	Ford	Crown Victoria	2FAFP71WX7X115806	White	145	Liability
2007	Ford	Crown Victoria	2FAFP71W37X115811	White	121	Liability
2007	Ford	Crown Victoria	2FAFP71W27X112804	White	123	Liability
2007	Ford	Crown Victoria	2FAFP71W47X115803	White	115	Liability
2007	Ford	Crown Victoria	2FAFP71W57X112800	White	104	Liability
2011	Ford	Crown Victoria	2FABP7BV8BX124405	White	14405	Full
2011	Ford	Crown Victoria	2FABP7BV4BX124398	White	14398	Liability
2014	Dodge	Charger	2C3CDXAT4EH172400	White	12400-30	Full
2014	Dodge	Charger	2C3CDXAT9EH172411	White	12411-27	Full
2014	Dodge	Charger	2C3CDXAT2EH172413	White	12413-21	Full
2014	Dodge	Charger	2C3CDXAT4EH172414	White	12414-24	Full
2014	Dodge	Charger	2C3CDXAT8EH172416	White	12416-5	Full
2014	Dodge	Charger	2C3CDXAT1EH172418	White	12418-6	Full
2014	Dodge	Charger	2C3CDXAT5EH191277	White	11277-7	Full
2004	Ford	Expedition	1FMPU15L44LA66160	White/SUV	16160	Liability
2007	Ford	Crown Victoria	2FAFP71W17X115810	White	126	Liability
2010	Ford	E350 Van	1FBSS3BL8ADA56004	15 Passenger/White	16004	Full
2005	Ford	Crown Victoria	2FAFP71W65X145365	White	35	Liability
2005	Ford	Crown Victoria	2FAFP71W25X145363	White	33	Liability
2007	Ford	Crown Victoria	2FAFP71W17X115807	White	125	Liability
2007	Ford	Crown Victoria	2FAFP71W27X115802	White	146	Liability
2006	Ford	F250	1FTSW21586EC45606	XLT/Crew Cab/4x4/Gray	15606	Liability
2005	Jeep	Grd. Cherokee	1J4HS48N25C670508	Laredo/White	21	Liability
2005	Chrysler	Model 300	2C3JA53G35H645238	4 door/Cream	15238	Liability
2007	Dodge	Charger	2B3KA53H77H740687	Black	9	Liability
2013	Ford	F150	1FTFW1EF4DFB54435	FX4/Crew Cab/Green	14435	Full
2005	Ford	F250	1FTNX20515EB86487	XL/Ext. Cab/White	37	Liability
2001	Nissan	Pathfinder	JN8DR07X31W500652	SUV/Black	10652	Liability
2007	Harley Dav.	FLH	1HD1FMM197Y672730	Motorcycle	12730	Liability
2007	Harley Dav.	FLH	1HD1FMM157Y680209	Motorcycle	10209	Liability
2008	Harley Dav.	Electraglide	1HD1FMM188Y704889	Motorcycle	22	Liability
2006	Ford	Fusion	3FAFP08146R113497	4 door/Blue	13497	Liability
2009	Ford	F250	1FTSW21R19EA95314	FX4/Crew Cab/White	15314	Full

2016	Ford	F150	1FTFX1EFXGKE99591	SSV/Crew Cab/Silver		Full
2009	Carry On	Trailer 5x8	4YMCL10119G003445	White/Enclosed/Double Rear Doors	13445	Liability
2017	Ford	Interceptor	1FM5K8AR3HGD07530	K9 Utility/Silver	17530	Full
2017	Dodge	Charger	2C3CDXAT1HH629684	Silver	19684/1	Full
2017	Dodge	Charger	2C3CDXAT3HH629685	Silver	19685/7	Full
2017	Dodge	Charger	2C3CDXAT5HH629686	Silver		Full
2017	Dodge	Charger	2C3CDXAT7HH629687	Silver		Full
2017	Dodge	Charger	2C3CDXAT9HH629688	Silver		Full
2017	Dodge	Charger	2C3CDXAT0HH629689	Silver		Full

Fire Department

Year	Make	Model	VIN Number	Misc. Notes	City No.	Coverage Type
1987	E-1	Pumper	1F9RBAA84H1037119	E-R1 Pumper/Custom	36	Liability
2008	Pierce	Contender	4P1CC01M08A008330	E-1 Pumper	46	Full
2009	Pierce	Contender	4P1CC01M39A010171	E-2 Pumper	47	Full
2005	Pierce	Pumper	4P1CC01A15A005504	E-4 Pumper/Custom	40	Full
1999	E-1	Pumper	4ENRAAA85X1000806	E-3 Pumper/Custom	37	Full
1994	Freightliner	Pumper	1FV6JLCB4RL557094	E-5 Pumper	44	Liability
1999	Ford	F550	1FDAF56F4XED43091	Rescue Truck	33	Liability
2000	GMC	Sierra 3500	1GTAK34FXYF457131	Brush Truck	B34	Liability
2003	Chevrolet	Silverado	1GCGC24U03Z208409	Fire Marshall's Truck	R39	Liability
2010	Ford	F350	1FTWW3AY5AEA18237	Truck	S48	Full
1997	Ford	Ambulance	1FDLE40F9VHA15577	Ambulance	R51	Liability
1999	Chevrolet	Tahoe	1GNEC13R8XJ455722	Tahoe	7	Liability
2013	Ford	F550	1FD0W5GT1DEB43104	Command Vehicle	C33	Full
2012	Ford	F-150	1FTEX1CMXCFA89440	XL/Ext. Cab/ White/Fire Chief		Full
2017	Ferrara	Cinder Cab	1F945472XHH140574	Pumper/Tanker		Full

Vehicles Removed from Insurance

						Date Removed
2004	Ford	Crown Victoria	2FAFP71W34X137934	White (Police)	129	1/22/2014
2000	Ford	Crown Victoria	2FAFP71W3YX161382	White (Police)	50	1/22/2014
2008	Ford	Crown Victoria	2FAFP71V38X179615	White (Police)	19615	5/6/2014
2000	Ford	Crown Victoria	2FAFP71W8YX148384	White (Police)	55	8/5/2014
2004	GMC	Sierra 1500	1GTEC14V74Z332253	Reg. Cab/Blue/Utility Mgr.		11/20/2014

2007	Ford	Crown Victoria	2FAFP71W97X112802	White (Police)	110	3/3/2015
1996	Dodge	Dakota	1B7FL26X3TS644585	Single Cab/Blue/Custodian		4/13/2015
1999	Ford	Crown Victoria	2FAFP71W0XX134977	White (Police)	14977	7/21/2015
1998	Ford	Crown Victoria	2FAFP71W8WX118914	White (Police)	18914	1/5/2016
2008	Harley Dav.	Electraglide	1HD1FMM1X8Y705509	Motorcycle	25	10/18/2016
2002	Harley Dav.	Electraglide	1HD1FMW142Y656957	Motorcycle	24	10/18/2016
2000	Harley Dav.	Electraglide	1HD1FMW13YY649653	Motorcycle	27	10/18/2016
2001	GMC	Yukon	1GKEC13T21J183877	SUV/Gold	13877	10/18/2016
2011	Ford	Crown Victoria	2FABP7BV2BX124397	White	14397	12/13/2016
2006	Harley Dav.	FLH	1HD1FMW186Y691720	Motorcycle	11720	1/17/2017
2003	Ford	Crown Victoria	2FAFP71W63X164978	White	14978	6/6/2017
2005	Ford	Crown Victoria	2FAFP71W85X145366	White	36	6/6/2017

City of Gautier
Inland Marine Equipment

As of 06/07/17

Deductible $1,000 per occurrence

Year	Make	Model	Vin Number	Misc. Notes	Value
2010	New Holland	B95B Backhoe	N8C511443	Backhoe/Yellow	50,000
2010	Polaris	Ranger	4XARH45A0AD100917	400cc/Cultural Svcs.	5,000
2010	Polaris	Ranger	4XARH45A4AD100919	400cc/Cultural Svcs.	5,000
2010	Polaris	Ranger	4XARH45A0AD101694	400cc/Police	5,000
2010	Polaris	Ranger	4XARH45A4AD100855	400cc/Police	5,000
	John Deere	3320 Tractor	W0300CX019812	Loader/Rec. Dept.	10,000
	Vermeer	BC600XL	1VR2091H551002750	Wood Chipper	5,000
	Mad Vac	Vaccuum	11267	Industrial Vaccuum	5,000
	Smith	Field Pro	02707-2722	Super Rake/Rec. Dept	8,000
	American Signal Co.	Message Board	1A9BS3332B2B2228426	On Trailer	15,000
	Ingersol Rand	Generator	351544UL0869		35,000
2009	Taylor TM100	Generator	IM100-22183		35,000
2009	Taylor TM140	Generator	IM140-22184		50,000
2009	Taylor TM140	Generator	IM140-22185		50,000
2009	Taylor TM200	Generator	IM200-22186		65,000
	Detroit	Generator	KW160-0065-9600		5,000
	Onan	Generator	J090048492		10,000
	Ingersol	Light Plant	4FVLSBDA9AU415076	Portable	5,000
	Ingersol	Light Plant	4FVLSBDA1AU415086	Portable	5,000
	Ingersol	Light Plant	4FVLSBDAXAU415085	Portable	5,000
	Ingersol	Light Plant	4FVLSBDA2AU415078	Portable	5,000
2001	John Deere	990 Tractor (4WD)	LV0990G390401	w/ Front Loader #430	5,000
2015	Kubota	ZD326-RP60	12667	26HP Zero Turn Mower	13,000
2016	ExMark	E Series	Serial # 316645581 VIN#LZE8016KA60RAI	Zero Turn	8,469
	Mobile Equipment			**$500 Deductible**	
19	Portable Radios	Motorola	Fire Department	3,700 each	70,300
57	Portable Radios	Motorola	Police Department	3,700 each	210,900
10	Turn Out Gear		Fire Department	3,000 per set	30,000

70	Fire Hose		Fire Department	$550 per section	38,500
1	Cubic Defense Systems	EST2000 Simulator	Police Department		25,000

City of Gautier
Boat Insurance Policy

Deductible $1,000 per occurrence
As of 09/19/16

Year	Make	Model	Vin Number	Misc. Notes	Value
2010	Cobia	21.5 Open Fish.	CBASX0003B010		25,000
2010	Yamaha	150 HP	1S9BB2121AW542736	4 stroke	INC.
2010	Sport Trailer	TAL2010			2,000
1999	Zodiac	H920 Cabin RIB	XDC92006C999	30' Feet	40,000
2005	Yamaha	250 HP	Port: 6P2X1006306	4 stroke	
2005	Yamaha	250 HP	Strbd: 6P3X1004120	4 stroke	
2000	Myco Trailer	MG31XHTA	4JFBS3027YB004407		

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

ORDER NUMBER 175-2017

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

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

Motion was made by **Councilwoman Martin** seconded by **Councilman Jackson** 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 September 5, 2017.

Docket of Claims
Release date from 09/05/2017 thru 09/05/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CITY OF GAUTIER 7M BOND ACCT	172646	09/05/2017	08/11/2017			25,033.62	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-000-104 / TR MDOT REIMB TO FUND 130			07262017	08/11/2017			25,033.62
001	AIRGAS USA LLC	172650	09/05/2017	08/14/2017			202.69	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-205-588 / CYLINDER RENTAL			9946665056	07/31/2017			202.69
001	CABLE ONE INC	172651	09/05/2017	08/14/2017			79.95	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-699 / AUG 2017 SUB STN: #107718827			08012017	08/08/2017			79.95
001	CITY OF GAUTIER 7M BOND ACCT	172653	09/05/2017	08/15/2017			3,225.32	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-000-104 / TR MDOT REIMB TO FUND 130			08112017	08/15/2017			3,225.32
001	CABLE ONE INC	172656	09/05/2017	08/15/2017			56.20	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-699 / JUL CABLE BOX PD: #118476316			08012017	08/08/2017			56.20
001	CABLE ONE INC	172657	09/05/2017	08/15/2017			204.06	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-699 / AUG 2017: #107718371			08012017	08/08/2017			204.06
001	C SPIRE WIRELESS	172666	09/05/2017	08/17/2017			564.37	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-605 / POLICE CELLS			0032680896	07/12/2017			564.37
001	SBM REPORTING LLC	172667	09/05/2017	08/17/2017			175.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-090-698 / 8/3/17 PLANNING MTG			DB-101	08/14/2017			175.00
001	AT&T	172670	09/05/2017	08/21/2017			3,504.23	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-605 / MONTHLY SERVICE			2284978000	08/14/2017			3,504.23
001	CENTER FOR GOVT AND COMMUNITY DEV	172671	09/05/2017	08/22/2017			200.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-040-681 / FALL 2017 CLERK TRNG: RUSSELL			010	08/17/2017			200.00
001	CENTER FOR GOVT & COMMUNITY DEV	172672	09/05/2017	08/22/2017			200.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-040-681 / FALL 2017 CLERK TRNG: THIGPEN			011	08/17/2017			200.00
001	JOSH LATCH	172673	09/05/2017	08/22/2017			144.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-681 / PER DIEM: FIRE INVESTIGATOR			09112017	08/22/2017			144.00

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001	BOYS & GIRLS CLUBS OF JACKSON COUNTY INC	172674	09/05/2017	08/22/2017			833.33	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-645 / JUL 2017 CLUB SUPPORT			07312017	08/10/2017			833.33
001	SPORTSCONDUCTOR LLC	172675	09/05/2017	08/22/2017			67.15	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-502 / 2017 FOOTBALL (17)			4027	08/01/2017			67.15
001	MS PRESS	172676	09/05/2017	08/22/2017			244.40	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-040-559 / 52 WEEK RENEWAL		13000	Z1000470	08/10/2017			244.40
001	MSC 7511	172677	09/05/2017	08/22/2017			470.88	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-698 / FFO200-01 RENTAL FEE			INV2000257	08/05/2017			470.88
001	SECURE NETWORKS LLC	172678	09/05/2017	08/22/2017			425.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-698 / DOT GOV DOMAIN RENEWAL			3173	08/16/2017			425.00
001	PITNEY BOWES PURCHASE POWER	172679	09/05/2017	08/22/2017			621.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-607 / POSTAGE METER			20060869	07/20/2017			621.00
001	MUNICIPAL EMERGENCY SERVICES INC	172680	09/05/2017	08/22/2017			577.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-639 / SERV CALL:RESCUE TOOL-LABOR			IN1153278	08/10/2017			225.00
	001-161-639 / R411E COVER KIT			IN1153278	08/10/2017			314.00
	001-161-639 / HURST F411E RAM LABEL SET			IN1153278	08/10/2017			38.00
001	FOSTERS A/C & HEATING INC	172681	09/05/2017	08/22/2017			542.50	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-635 / ESA CLEANING: CH ADMIN SIDE			P1016510	08/11/2017			474.50
	001-092-635 / ADD R22 & R410A BY LB			P166170E	08/11/2017			68.00
001	WASTE OIL COLLECTORS INC	172682	09/05/2017	08/22/2017			80.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-201-698 / STOP CHARGE-PUMP USED OIL			0021270	08/10/2017			80.00
001	GLOBALSTAR	172683	09/05/2017	08/22/2017			66.37	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-605 / MONTHLY SERVICE			0008624137	08/16/2017			66.37
001	CITY OF GAUTIER	172684	09/05/2017	08/22/2017			14,914.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-900-969 / BUDGETED TRX: DEBT SERVICE			08162017	08/16/2017			14,914.00

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001	CITY OF GAUTIER	172685	09/05/2017	08/22/2017			15,312.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-900-969 BUDGETED TRX: GRANT MATCH			08312017	08/31/2017			15,312.00
001	FUELMAN OF MS	172686	09/05/2017	08/22/2017			2,783.63	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-090-525 UNL FUEL			NP51110860	08/14/2017			94.13
	001-100-525 UNL FUEL			NP51110860	08/14/2017			2,217.85
	001-161-525 UNL & DSL FUEL			NP51110860	08/14/2017			371.96
	001-170-525 UNL & DSL FUEL			NP51110860	08/14/2017			56.34
	001-205-525 UNL FUEL			NP51110860	08/14/2017			43.35
001	AT&T	172689	09/05/2017	08/23/2017			153.94	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-605 MONTHLY SERVICE			2284972172	08/14/2017			153.94
001	AT&T	172691	09/05/2017	08/23/2017			86.22	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-605 MONTHLY SERVICE			2284977070	08/14/2017			86.22
001	AT&T	172692	09/05/2017	08/23/2017			31.77	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-699 NCIC TELECOM SERVS			2284970262	08/14/2017			31.77
001	SAMANTHA GUTHRIE	172715	09/05/2017	08/25/2017			54.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-681 PER DIEM REIMB:PHYS FITNESS DV			08172017	08/22/2017			54.00
001	NICHOLAS A HOCANSON	172716	09/05/2017	08/25/2017			54.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-681 PER DIEM REIMB:PHYS FITNESS DV			08172017	08/22/2017			54.00
001	JACKSON COUNTY ADULT DETENTION CENTER	172717	09/05/2017	08/25/2017			14,660.73	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-010-696 JUL 2017 ADC CHGS			07312014	08/22/2017			14,560.00
	001-010-696 PHARMACY CHARGES			07312014	08/22/2017			100.73
001	FUELMAN OF MS	172718	09/05/2017	08/25/2017			2,759.48	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-090-525 UNL FUEL			NP51155173	08/21/2017			48.76
	001-100-525 UNL FUEL			NP51155173	08/21/2017			2,159.94
	001-161-525 UNL & DSL FUEL			NP51155173	08/21/2017			355.03
	001-170-525 UNL & DSL FUEL			NP51155173	08/21/2017			111.28
	001-205-525 UNL & DSL FUEL			NP51155173	08/21/2017			84.47
001	DELTA COMPUTER SYSTEMS INC	172722	09/05/2017	08/25/2017			430.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-698 ACCTG SOFTWARE MAINT			MN124600	09/01/2017			300.00
	001-092-698 VOTER REG SOFTWARE MAINT			MN124600	09/01/2017			20.00
	001-092-698 PRIV LICENSE SOFTWARE MAINT			MN124601	09/01/2017			110.00

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001	FUELMAN OF MS	172734	09/05/2017	08/29/2017			2,285.16	

Account Number	Description		Invoice #	Date	P.O.	Amount
001-092-525	UNL FUEL		NP51185900	08/28/2017		38.88
001-100-525	UNL FUEL		NP51185900	08/28/2017		1,856.90
001-161-525	UNL & DSL FUEL		NP51185900	08/28/2017		335.70
001-170-525	DSL FUEL		NP51185900	08/28/2017		12.44
001-205-525	UNL FUEL		NP51185900	08/28/2017		41.24

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER E P A	172745	09/05/2017	08/29/2017			918.85	

Account Number	Description		Invoice #	Date	P.O.	Amount
001-161-631	BROWN FD 95237002		08162017	08/23/2017		401.79
001-161-631	MARTIN BLUFF FD	58380001	08172017	08/24/2017		242.25
001-201-629	SIGNAL LIGHTS	17546	08172017	08/24/2017		38.41
001-092-631	CITY LIMIT SIGN	17546	08172017	08/24/2017		28.73
001-100-631	MBLUFF SUB STN	58521002	08172017	08/24/2017		207.67

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER E P A	172746	09/05/2017	08/29/2017			8,771.06	

Account Number	Description		Invoice #	Date	P.O.	Amount
001-201-633	STREET LIGHTING	10554	08182017	08/25/2017		5,079.16
001-201-629	SIGNAL LIGHTS	10554	08182017	08/25/2017		883.01
001-092-631	CITY HALL	10554	08182017	08/25/2017		1,152.97
001-170-631	FRAZIER PARK	10554	08182017	08/25/2017		49.67
001-170-631	SENIOR BLDG	10554	08182017	08/25/2017		635.47
001-161-631	CENTRAL FD	10554	08182017	08/25/2017		461.54
001-170-631	CITY PARK	10554	08182017	08/25/2017		123.13
001-092-631	PUBLIC WORKS	10554	08182017	08/25/2017		356.79
001-092-631	HWY 90 SIGN	10554	08182017	08/25/2017		29.32

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER E P A	172747	09/05/2017	08/29/2017			2,550.94	

Account Number	Description		Invoice #	Date	P.O.	Amount
001-100-631	POLICE STATION	66298004	08182017	08/25/2017		1,800.71
001-201-629	SIGNAL LIGHT	89113001	08182017	08/25/2017		54.32
001-170-631	CITY PARK RESTRMS	89912001	08182017	08/25/2017		223.32
001-201-633	STREET LIGHTS	90345002	08182017	08/25/2017		203.65
001-092-631	RECORDS BLDG	90790001	08182017	08/25/2017		227.47
001-170-631	FRAZIER RESTRMS	98546001	08182017	08/25/2017		41.47

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER E P A	172748	09/05/2017	08/29/2017			1,209.72	

Account Number	Description		Invoice #	Date	P.O.	Amount
001-201-633	DOLPHIN ST	94987002	08182017	08/25/2017		95.80
001-201-633	DOLPHIN ST	94988002	08182017	08/25/2017		127.01
001-201-633	DOLPHIN ST	94989002	08182017	08/25/2017		137.57
001-201-633	DOLPHIN ST	94990002	08182017	08/25/2017		577.55
001-201-633	WM PAYNE	100244001	08182017	08/25/2017		119.99
001-201-633	WM PAYNE	100245001	08182017	08/25/2017		151.80

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER E P A	172754	09/05/2017	08/29/2017			1,468.34	

Account Number	Description		Invoice #	Date	P.O.	Amount
001-161-631	SOUTH FD	76008001	08202017	08/28/2017		250.52
001-170-631	BACOT PARK	10137	08202017	08/28/2017		1,098.34

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001	SINGING RIVER E P A	172754	09/05/2017	08/29/2017			1,468.34	(CONTINUED)
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-201-629 / SIGNAL LIGHTS 10138			08202017	08/28/2017			119.48
001	FOSTERS A/C & HEATING INC	172755	09/05/2017	08/29/2017			176.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-635 / ESA TUNE UP: PLANNING SIDE			P1016511	08/23/2017			176.00
001	ROPER SUPPLY	172758	09/05/2017	08/29/2017			436.50	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-559 / COMM BAR 1 STAR HG (11)			49770	08/23/2017	171048		157.85
	001-100-559 / COMM BAR 2 STAR HG (7)			49770	08/23/2017	171048		100.45
	001-100-559 / COMM BAR 3 STAR HG (3)			49770	08/23/2017	171048		43.05
	001-100-559 / COMM BAR 4 STAR HG (5)			49770	08/23/2017	171048		71.75
	001-100-559 / COMM BAR 5 STAR HG (4)			49770	08/23/2017	171048		57.40
	001-100-559 / FREIGHT			49770	08/23/2017	171048		6.00
001	CAN'T MISS EMBROIDERY	172760	09/05/2017	08/29/2017			167.40	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-001-615 / EMBROIDER LOGO SHIRT (3): W1			19296	08/11/2017	171120		22.50
	001-001-615 / NAME/TITLE (3): W1			19296	08/11/2017	171120		15.00
	001-100-559 / POLO SHIRT (5): MCQUAGGE, M			19260	08/04/2017	171033		129.90
001	GOODGAMES' INC	172762	09/05/2017	08/29/2017			210.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-201-559 / 36" X 24 " CORRO SIGN (10)			85495	08/11/2017	171098		210.00
001	INTERNATIONAL PERSONNEL MANAGEMENT ASSOC	172763	09/05/2017	08/29/2017			259.35	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-022-660 / FCO 501-EM TEST (11)			INV-V4G1B7	08/21/2017	171123		167.20
	001-022-660 / ADMIN FEE			INV-V4G1B7	08/21/2017	171123		92.15
001	MS FIRE ACADEMY	172764	09/05/2017	08/29/2017			415.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-681 / FIRE SVC MGMT 101: MCGARVEY			25553	08/10/2017	170913		415.00
001	GULF COAST BUSINESS SUPPLY CO	172766	09/05/2017	08/29/2017			108.23	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-510 / CS BROWN MF TOWELS (2)			153987	08/11/2017	171119		35.74
	001-092-510 / CS 6/GAL VB BLEACH			153987	08/11/2017	171119		11.99
	001-161-500 / CS COPY PAPER 8.5X11 (2)			153987	08/11/2017	171119		60.50
001	LAWRENCE PRINTING COMPANY INC	172767	09/05/2017	08/29/2017			173.89	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-090-500 / 8.5X14 MINUTE BOOK PAPER (2)			29729	08/08/2017	170994		164.00
	001-090-500 / SHIPPING			29729	08/08/2017			9.89
001	ANIMAL CARE EQUIPMENT &	172769	09/05/2017	08/29/2017			111.65	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-090-689 / V-PRO SAFETY GLOVES XL			55021	08/10/2017	171009		100.00
	001-090-689 / SHIPPING			55021	08/10/2017	171009		11.65

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001	CUSTOM PRODUCTS CORPORATION	172770	09/05/2017	08/29/2017			937.68	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-201-576 POST U CHANNEL (50)			292597	08/03/2017	171084		816.00
	001-201-576 BOLT CARRIAGE HEAD (100)			292597	08/03/2017	171084		43.00
	001-201-576 FREIGHT			292597	08/03/2017	171084		78.68
001	HAYGOODS INDUSTRIAL ENGRAVERS INC	172772	09/05/2017	08/29/2017			80.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-090-689 SS ENGRAVED DOG TAG (5)			25423	07/06/2017	171106		40.00
	001-090-689 PROPERTY TAG (5)			25423	07/06/2017	171106		40.00
001	VERNON W DOSTER MD	172774	09/05/2017	08/29/2017			265.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-604 PRE-EMP PHYSICAL: JACKSON			23188	07/26/2017	171045		50.00
	001-100-604 PRE-EMP DRUG SCREEN: JACKSON			23188	07/26/2017	171045		45.00
	001-100-604 PRE-EMP PHYSICAL: FORREST			23195	07/26/2017	171045		50.00
	001-100-604 PRE-EMP DRUG SCREEN: FORREST			23195	07/26/2017	171045		45.00
	001-100-604 PRE-EMP PHYSICAL: GREENE			23194	07/26/2017	171045		50.00
	001-100-604 PRE-EMP DRUG SCREEN: GREENE			23194	07/26/2017	171045		25.00
001	PASCAGOULA TIRE & SERVICE INC	172775	09/05/2017	08/29/2017			618.24	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-638 SET FS DESTINATION: U #13408			75704	08/09/2017	171093		618.24
001	POWELL CONSTRUCTION SERVICES INC	172777	09/05/2017	08/29/2017			365.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-201-698 M34 EPAC BATTERY: TS GV-RD			1097	08/10/2017	171117		365.00
001	SOUTHERN WATERWORKS SUPPLY INC	172778	09/05/2017	08/29/2017			1,234.67	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-201-576 50# BAG PERMA-PATCH (63)			71327	08/21/2017	171138		1,012.41
	001-201-576 48" MAR-MAC COUPLER			71328	08/21/2017	170983		222.26
001	ALLISTON'S SCREEN PRINTING	172780	09/05/2017	08/29/2017			280.50	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-559 CREW NECK T-SHIRTS (6):HODGES			3618	06/27/2017	170936		37.50
	001-100-559 NAVY SWEAT SUIT (3): HODGES			3618	06/27/2017	170936		84.00
	001-100-559 NAVY GYM SHORTS (3): HODGES			3618	06/27/2017	170936		30.75
	001-100-559 CREW NECK T-SHIRTS (6):WEAVER			3618	06/27/2017	170936		25.50
	001-100-559 NAVY SWEAT SUIT (3): WEAVER			3618	06/27/2017	170936		78.00
	001-100-559 NAVY GYM SHORTS (3): WEAVER			3618	06/27/2017	170936		24.75
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	172781	09/05/2017	08/29/2017			433.97	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-090-561 HP DESKJET PRINTER (2)			3348399203	08/04/2017	171087		139.98
	001-090-689 HP65 BLACK/TRICOLOR COMBO (2)			3348399204	08/04/2017	171087		51.98
	001-090-689 120W POWER INVERTER (2)			3348999265	08/11/2017	171087		55.58
	001-040-500 BROTHER TN221 BLACK TONER (2)			3349147494	08/12/2017	171124		141.90
	001-090-500 100/PK LEGAL FILE FOLDER			3349147495	08/12/2017	171112		14.54
	001-090-500 LOGITECH WIRELESS MOUSE			3349147495	08/12/2017	171112		29.99

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001	THE FIRE STORE	172785	09/05/2017	08/29/2017			138.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-535 CUSTOM BADGE #352			1790310001	08/11/2017	170957		76.00
	001-161-535 CUSTOM BADGE #384			1790310001	08/11/2017	170957		62.00
001	AFFORDABLE PAINT & BODY	172786	09/05/2017	08/29/2017			390.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-638 INSTALL REAR BUMPER: U #12413			418	08/26/2017	171095		390.00
001	GRAFIX SHOPPE	172788	09/05/2017	08/29/2017			67.54	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-638 REAR DECK DECALS: DODGE CHGR			116102	08/09/2017	171096		50.00
	001-100-559 SHIPPING: REPR U#12413			116102	08/09/2017	171096		17.54
001	WATCHGUARD VIDEO	172789	09/05/2017	08/29/2017			87.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-559 KIT/BATT/HI-FI MICR/TRANSMIT			ACCIN12230	08/14/2017	171097		75.00
	001-100-559 SHIPPING			ACCIN12230	08/14/2017	171097		12.00
001	MS GULF COAST COMMUNITY COLLEGE	172790	09/05/2017	08/29/2017			7,200.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-681 REG FEE BLE CLASS: HODGES, L			17-035	08/23/2017	170935		3,600.00
	001-100-681 REG FEE BLE CLASS: WEAVER, A			17-035	08/23/2017			3,600.00
001	A AND A ENTERPRISES	172794	09/05/2017	08/29/2017			331.86	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-638 DK7600K MASTER KIT			08112017	08/09/2017	171114		158.02
	001-100-638 76320A FR BAND			08112017	08/09/2017	171114		11.00
	001-100-638 76520 REAR BAND			08112017	08/09/2017	171114		23.89
	001-100-638 76420 FILTER			08112017	08/09/2017	171114		8.95
	001-100-638 2645 CONVERTER: U #107			08112017	08/09/2017	171114		130.00
001	ALL TIMBER TREE SERVICE	172795	09/05/2017	08/29/2017			1,300.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-201-698 REMV TREE: 1313 HICKORY HILL			08212017	08/21/2017	171121		1,300.00
001	PANDLE INC	172796	09/05/2017	08/29/2017			1,029.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-201-576 14.70 TNS HOT MIX ASPHALT			17-0260	08/16/2017	171113		1,029.00
001	INTL ASSC OF ARSON INVESTIGATORS INC	172797	09/05/2017	08/29/2017			125.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-682 ANNUAL DUES: MCCOY 128349			111689	08/21/2017	171143		100.00
	001-161-682 CHAPTER DUES: MCCOY 128349			111689	08/21/2017	171143		25.00
001	AUDIOWAVE INC	172798	09/05/2017	08/29/2017			2,400.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-639 INSTALL EQUIPMENT: U #19684			A 46935	08/28/2017	170910		550.00
	001-100-639 SHOP SUPPLIES			A 46935	08/28/2017			50.00
	001-100-639 INSTALL EQUIPMENT: U #19685			A 46935	08/28/2017			550.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AUDIOWAVE INC	172798	09/05/2017	08/29/2017			2,400.00	(CONTINUED)

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-639	SHOP SUPPLIES	A 46935	08/28/2015		50.00
001-100-639	INSTALL EQUIPMENT: U #19686	A 46935	08/28/2017		550.00
001-100-639	SHOP SUPPLIES	A 46935	08/28/2017		50.00
001-100-639	INSTALL EQUIPMENT: U #19687	A 46935	08/28/2017		550.00
001-100-639	SHOP SUPPLIES	A 46935	08/28/2017		50.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BOARDSYNC INC	172820	09/05/2017	08/30/2017			2,388.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-040-699	ANNUAL RENEWAL FEE	1217	08/01/2017		2,388.00

FUND TOTAL 1 Claims to Checks 67 Total 127,690.39 Manual Held Total 127,690.39

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
050	COMPTON ENGINEERING INC	172742	09/05/2017	08/29/2017			1,005.00	_____

Account Number	Description	Invoice #	Date	P.O.	Amount	
050-300-763	CONSTRUCTION ADMIN	216-055-6	07/31/2017			1,005.00

FUND TOTAL 50 Claims to Checks 1 Total 1,005.00 Manual Held Total 1,005.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
128	JAMES L WATERFIELD	172756	09/05/2017	08/29/2017			15,000.00	_____
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	128-201-770 / 85440814.050 BROOKSIDE/M BLUFF			07112017	07/11/2017			15,000.00
128	ROCKETTE L MILLER	172757	09/05/2017	08/29/2017			15,000.00	_____
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	128-201-770 / 85440814.050 BROOKSIDE/M BLUFF			07112017	07/11/2017			15,000.00

FUND TOTAL 128 Claims to Checks 2 Total 30,000.00 Manual Held Total 30,000.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
157	ROPER SUPPLY	172759	09/05/2017	08/29/2017			5,988.85	

Account Number	Description	Invoice #	Date	P.O.	Amount
157-100-799	UNCOATED POLY PART 8XL (2)	49637	07/25/2017	170928	1,179.30
157-100-799	PB400 16 CHARGER (2)	49637	07/25/2017	170928	573.50
157-100-799	WINDOW BAR STEEL VERT CHRG (2)	49637	07/25/2017	170928	333.10
157-100-799	NFORCE 48"6LF 6LR TD AL (2)	49637	07/25/2017	170928	2,312.80
157-100-799	CONSOLE ARM DODGE CHRG (2)	49637	07/25/2017	170928	781.20
157-100-799	400 SER SIREN BTTON SWIT 100W	49637	07/25/2017	170928	342.80
157-100-799	100N SER 100W SPKR W/BAIL BKT	49637	07/25/2017	170928	162.40
157-100-799	VERSA STAR 3 LED BLU LIGHT (6)	49708	08/11/2017	171110	264.00
157-100-799	BKT LIC PLATE MTG (3)	49708	08/11/2017	171110	39.75

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
157	CAN'T MISS EMBROIDERY	172761	09/05/2017	08/29/2017			241.32	

Account Number	Description	Invoice #	Date	P.O.	Amount
157-100-799	NAVY POLO: COMM LOGO (3)	19330	08/18/2017	171135	85.44
157-100-799	NAVY POLO: COMM LOGO, BADGE(6)	19330	08/18/2017	171135	155.88

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
157	STAPLES BUSINESS ADVANTAGE DEPT ATL	172782	09/05/2017	08/29/2017			449.99	

Account Number	Description	Invoice #	Date	P.O.	Amount
157-100-799	LEXMARK COLOR LASER PRINTER	3348250811	08/02/2017	171061	449.99

FUND TOTAL 157 Claims to Checks 3 Total 6,680.16 Manual Held Total 6,680.16

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
171	SEYMOUR ENGINEERING PLLC	172743	09/05/2017	08/29/2017			10,425.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	171-170-778 BATHYMETRIC SURVEY (100%)			6297	08/10/2017			2,175.00
	171-170-778 SEDIMENT TESTING (50%)			6297	08/10/2017			8,250.00
171	BROWN MITCHELL & ALEXANDER INC	172744	09/05/2017	08/29/2017			1,984.50	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	171-021-779 PRELIM ENGINEERING			22042	08/15/2017			1,768.50
	171-021-779 PERMIT COORDINATION			22042	08/15/2017			216.00
171	CITY ELECTRIC SUPPLY CO	172783	09/05/2017	08/29/2017			100.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	171-176-779 120V W/R FLUSH MOUNTING (10)			PAS/045538	08/14/2017	171122		100.00
171	ENGEL ELECTRIC LLC	172791	09/05/2017	08/29/2017			6,400.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	171-176-779 INST ELECT/WATER LINE:RV SITE			S170818129	08/18/2017	171105		6,400.00

FUND TOTAL 171 Claims to Checks 4 Total 18,909.50 Manual Held Total 18,909.50

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY	172665	09/05/2017	08/17/2017			2,622.64	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	172-350-650	LIBRARY SUPPORT		AUG 2017	08/17/2017			2,622.64

FUND TOTAL 172 Claims to Checks 1 Total 2,622.64 Manual Held Total 2,622.64

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AD2 INC	172658	09/05/2017	08/15/2017			151.50	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-699 HOSTING FEE AUG 2017			3123	08/15/2017			36.50
	176-170-699 SHOPPING CART FEE AUG 2017			3123	08/15/2017			115.00
176	FUELMAN OF MS	172687	09/05/2017	08/22/2017			44.93	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-525 UNL FUEL			NP51110860	08/14/2017			44.93
176	AT&T	172690	09/05/2017	08/23/2017			269.99	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-605 AUG 2017 DSL			2284970676	08/14/2017			110.00
	176-170-605 MONTHLY SERVICE			2284970676	08/14/2017			159.99
176	AT&T	172693	09/05/2017	08/23/2017			275.64	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-605 MONTHLY SERVICE			2284972244	08/14/2017			275.64
176	FUELMAN OF MS	172719	09/05/2017	08/25/2017			25.84	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-525 UNL FUEL			NP51155173	08/21/2017			25.84
176	CITY OF GAUTIER	172735	09/05/2017	08/29/2017			1,416.57	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-900-969 GRANT MATCH TO FUND 175			08312017	08/31/2017			1,416.57
176	FOSTERS A/C & HEATING INC	172736	09/05/2017	08/29/2017			167.50	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-635 ESA PRECISION TUNE UP			P1012540	08/08/2017			167.50
176	SINGING RIVER E P A	172753	09/05/2017	08/29/2017			1,547.32	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-631 PARK FACILITIES 76854002			08202017	08/28/2017			1,499.16
	176-170-631 HOUSE 76855002			08202017	08/28/2017			48.16
176	CENTRAL BUSINESS FORMS	172787	09/05/2017	08/29/2017			155.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-559 CAMPING PASS HANGERS (1000)			18906	06/06/2017	170873		143.00
	176-170-559 SHIPPING: SHEPARD STATE PARK			18906	06/06/2017	170873		12.00

FUND TOTAL 176 Claims to Checks 9 Total 4,054.29 Manual Held Total 4,054.29

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CITY OF GAUTIER	172649	09/05/2017	08/11/2017			195,603.72	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-000-104 JUL 2017 GARBAGE PMTS			07312017	07/31/2017			100,190.30
	400-000-104 AUG 2017 GARBAGE (PART)			08282017	08/28/2017			95,413.42
400	IRBY'S ANSWERING SERVICE	172652	09/05/2017	08/14/2017			452.74	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-698 SERVICES 8/9/17 - 9/5/17			277-080917	08/09/2017			452.74
400	CITY OF GAUTIER	172655	09/05/2017	08/15/2017			43,427.11	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-680-821 ST LNS #3 90/57 SWR			08092017	08/09/2017			7,877.45
	400-680-822 ST LNS #4 90/57 WTR			08092017	08/09/2017			10,948.67
	400-680-822 ST LNS #4 90/57 SWR			08092017	08/09/2017			9,019.22
	400-680-823 ST LNS #5 ALLEN RD			08092017	08/09/2017			2,149.95
	400-680-824 ST LNS #6 OLD SPAN TR			08092017	08/09/2017			3,765.83
	400-680-825 ST LNS #7 OLD SPAN TR			08092017	08/09/2017			9,665.99
400	AT&T	172668	09/05/2017	08/17/2017			63.59	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-605 MONTHLY SERVICE			2284972276	08/06/2017			63.59
400	AT&T	172720	09/05/2017	08/25/2017			98.77	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-605 MONTHLY SERVICES			2284974594	08/14/2017			98.77
400	AT&T	172721	09/05/2017	08/25/2017			136.77	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-605 MONTHLY SERVICE			2284975237	08/14/2017			136.77
400	CABLE ONE INC	172725	09/05/2017	08/28/2017			51.02	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-698 AUG 2017: #107663106			08162017	08/23/2017			51.02
400	2012 GUD BONDS DEBT SERVICE	172737	09/05/2017	08/29/2017			116,516.63	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-680-816 SEP 2017 PRN PMT			09012017	08/31/2017			110,833.30
	400-680-817 SEP 2017 INT PMT			09012017	08/31/2017			5,683.33
400	ARISTA INFORMATION SYSTEMS INC	172738	09/05/2017	08/29/2017			3,319.55	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-698 JUL 2017 STATEMENTS			23776	08/15/2017			1,119.55
	400-650-698 JUL 2017 POSTAGE			1425201708	08/15/2017			2,200.00
400	MSC 7511	172739	09/05/2017	08/29/2017			166.49	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-698 FGYJ00-01 RENTAL FEE			INV2006141	08/09/2017			166.49

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400	SINGING RIVER E P A	172749	09/05/2017	08/29/2017			2,215.56	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-631 LIFT STATIONS 20649			08162017	08/23/2017			989.70
	400-651-631 LIFT STATIONS 28779			08162017	08/23/2017			157.94
	400-651-631 SCHOONER WELL 20688			08122017	08/21/2017			684.94
	400-651-631 LIFT STATIONS 20688			08122017	08/21/2017			382.98
400	SINGING RIVER E P A	172750	09/05/2017	08/29/2017			4,578.48	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-631 LIFT STNS 17881			08172017	08/24/2017			2,461.98
	400-651-631 WATER WELLS 17881			08172017	08/24/2017			1,995.57
	400-651-631 LIFT STNS 89627001			08172017	08/24/2017			71.86
	400-651-631 LIFT STNS 89702001			08172017	08/24/2017			49.07
400	SINGING RIVER E P A	172751	09/05/2017	08/29/2017			9,412.40	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-631 IONIZATION PLANT 99216002			08182017	08/25/2017			304.46
	400-651-631 LIFT STATIONS 17882			08182017	08/25/2017			3,259.14
	400-651-631 WATER WELLS 17882			08182017	08/25/2017			3,541.32
	400-651-631 CITY HALL SOUTH 17882			08182017	08/25/2017			2,307.48
400	SINGING RIVER E P A	172752	09/05/2017	08/29/2017			4,139.89	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-631 LIFT STNS 17875			08202017	08/28/2017			219.23
	400-651-631 LIFT STNS 17883			08202017	08/28/2017			2,255.00
	400-651-631 LIFT STNS 17884			08202017	08/28/2017			1,665.66
400	HD SUPPLY WATERWORKS LTD	172765	09/05/2017	08/29/2017			523.14	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-583 DEODORANT BLOCK 5LB (2)			H559933	08/04/2017	171042		174.38
	400-651-583 DEODORANT BLOCK 5LB (2)			H620850	08/09/2017	171042		174.38
	400-651-583 DEODORANT BLOCK 5LB (2)			H636515	08/23/2017	171042		174.38
400	MS COAST SUPPLY	172768	09/05/2017	08/29/2017			100.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-581 FREIGHT CHG: HOT WATER HEATER			S126070801	08/15/2017	170938		100.00
400	MICRO METHODS INC	172771	09/05/2017	08/29/2017			251.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-667 WATER SAMPLE:MALL & LARK WELL			ATER255186	08/15/2017	171128		150.00
	400-651-667 WATER SAMPLE:MALL & LARK WELL			1708289186	08/17/2017	171128		101.00
400	HENZE ENTERPRISES INC	172773	09/05/2017	08/29/2017			1,050.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-585 15 CY TOPSOIL (2)			26558	08/09/2017	171072		420.00
	400-651-585 15 CY TOPSOIL			26558	08/09/2017	171072		210.00
	400-651-585 15 CY TOPSOIL (2)			26613	08/25/2017	171156		420.00

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400	BAYOU CONCRETE LLC	172776	09/05/2017	08/29/2017			685.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-683	5 YDS 3000 PSI	145323	08/03/2017	171064	540.00
400-651-683	BAG OF FIBER (5)	145323	08/03/2017	171064	25.00
400-651-683	DROP CHARGE (2): BACOT PARK	145323	08/03/2017	171064	120.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SOUTHERN WATERWORKS SUPPLY INC	172779	09/05/2017	08/29/2017			628.43	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-583	4" DWV FEMALE ADAPTER (4)	71239	08/14/2017	171108	23.36
400-651-583	4" DWV SANI-TEE (4)	71239	08/14/2017	171108	40.52
400-651-583	4" SDR 35 MIPT PLUG (4)	71239	08/14/2017	171108	9.57
400-651-583	4" SCH 40 DEEP COUPLING (6)	71239	08/14/2017	171108	63.98
400-651-583	3/4"X 1/8" METER WASHER (100)	71239	08/14/2017	171108	18.00
400-651-581	#4 BARRELL LOCK (100)	71326	08/21/2017	171035	473.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CITY ELECTRIC SUPPLY CO	172784	09/05/2017	08/29/2017			1,633.39	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-683	3M RED VINYL CODE TAPE	PAS/045505	08/14/2017	171127	4.91
400-651-683	3M WHITE VINYL CODE TAPE	PAS/045505	08/14/2017	171127	4.91
400-651-683	3M GREEN VINYL CODE TAPE	PAS/045505	08/14/2017	171127	4.91
400-651-683	THHN 3/0 BLK 19STR CU (60)	PAS/045505	08/14/2017	171127	157.17
400-651-683	THHN 2 BLK 19STR CU (100)	PAS/045505	08/14/2017	171127	112.97
400-651-683	THHN 2/0 BLK 19STR CU (50)	PAS/045505	08/14/2017	171127	108.98
400-651-683	2" PVC SCH40 (50)	PAS/045505	08/14/2017	171127	33.33
400-651-683	PVC 2 COUPLING (10)	PAS/045505	08/14/2017	171127	6.24
400-651-683	2" 90 DEG ELBOW (10)	PAS/045505	08/14/2017	171127	38.90
400-651-683	2-1/2" PVC SCH40 (20)	PAS/045505	08/14/2017	171127	24.62
400-651-683	2-1/2" 90D ELBOW (2)	PAS/045505	08/14/2017	171127	47.56
400-651-683	QUART PVC CEMENT	PAS/045505	08/14/2017	171127	9.54
400-651-683	250 MCM 2 PORT MULTI-TAP (10)	PAS/045505	08/14/2017	171127	235.10
400-651-683	NSI 3/0 POLAR INSUL TAP (15)	PAS/045505	08/14/2017	171127	260.55
400-651-683	NSI 1/0 POL INSUL TAP (10)	PAS/045505	08/14/2017	171127	145.70
400-651-683	PG1730BA18 BOX W/OPEN BOTTOM	PAS/045505	08/14/2017	171127	229.00
400-651-683	PG1730CA17 ELECTRIC COVER	PAS/045505	08/14/2017	171127	209.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	ENGEL ELECTRIC LLC	172792	09/05/2017	08/29/2017			3,075.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-683	REPR TRANSFORMER: BACOT PARK	S170818128	08/18/2017	171126	3,075.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	PLAS TANKS INDUSTRIES INC	172793	09/05/2017	08/29/2017			355.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-581	SPIKE BOB REPLACEMENT KIT	19823	08/08/2017	170837	355.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	J H WRIGHT & ASSOCIATES INC	172799	09/05/2017	08/29/2017			360.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-581	MISSION CIRCUIT BOARD	401749	08/23/2017	171145	275.00
400-651-581	SURGE SUPPRESSOR	401749	08/23/2017	171145	70.00
400-651-581	SHIPPING: FIRE STN TANK	401749	08/23/2017	171145	15.00

FUND TOTAL 400 Claims to Checks 24 Total 388,843.68 Manual Held Total 388,843.68

Docket of Claims
Release date from 09/05/2017 thru 09/05/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	CITY OF GAUTIER	172654	09/05/2017	08/15/2017			58,250.00	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
404-900-985	BUDGETED TRX: OVERAGE	08312017	08/31/2017		58,250.00

FUND TOTAL 404 Claims to Checks 1 Total 58,250.00 Manual Held Total 58,250.00

Docket of Claims
Release date from 09/05/2017 thru 09/05/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
409	GOODWYN MILLS & CAWOOD INC	172741	09/05/2017	08/29/2017			21,700.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
409-223-601	LANDSCAPE FEE (15%)	EM OB15100124	07/27/2017		1,500.00
409-223-601	PROJECT MANAGEMENT	EM OB15100125	08/23/2017		200.00
409-223-601	ASSESS HAZARDOUS SITES (2)	EM OB15100125	08/23/2017		15,750.00
409-223-601	LANDSCAPE FEE (57.5%)	EM OB15100125	08/23/2017		4,250.00

FUND TOTAL 409 Claims to Checks 1 Total 21,700.00 Manual Held Total 21,700.00

Docket of Claims
Release date from 09/05/2017 thru 09/05/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
421	LYMAN WELL COMPANY	172740	09/05/2017	08/29/2017			40,200.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
421-652-712	100HP PREM VHS MOTOR	17825	08/09/2017		9,000.00
421-652-712	5 STAGE GOULDS TURBINE PUMP	17825	08/09/2017		8,500.00
421-652-712	40'-8" COLMN ASSY W/SHAFTING	17825	08/09/2017		6,400.00
421-652-712	LABOR & EQUIPMENT	17825	08/09/2017		5,800.00
421-652-712	VIDEO WELL & FLOW TEST	17825	08/09/2017		2,500.00
421-652-712	INSTALL CONTROL PANEL	17825	08/09/2017		8,000.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
421	J H WRIGHT & ASSOCIATES INC	172800	09/05/2017	08/29/2017			650.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
421-652-712	INSTALL MALL WELL PANEL:LABOR	401498	08/10/2017	170742	650.00

FUND TOTAL 421 Claims to Checks 2 Total 40,850.00 Manual Held Total 40,850.00

Docket of Claims
Release date from 09/05/2017 thru 09/05/2017

SUMMARY OF ALL FUNDS

FUND 1	Claims	to	Checks	67	Total	127,690.39	Manual	Held	Total	127,690.39
FUND 50	Claims	to	Checks	1	Total	1,005.00	Manual	Held	Total	1,005.00
FUND 128	Claims	to	Checks	2	Total	30,000.00	Manual	Held	Total	30,000.00
FUND 157	Claims	to	Checks	3	Total	6,680.16	Manual	Held	Total	6,680.16
FUND 171	Claims	to	Checks	4	Total	18,909.50	Manual	Held	Total	18,909.50
FUND 172	Claims	to	Checks	1	Total	2,622.64	Manual	Held	Total	2,622.64
FUND 176	Claims	to	Checks	9	Total	4,054.29	Manual	Held	Total	4,054.29
FUND 400	Claims	to	Checks	24	Total	388,843.68	Manual	Held	Total	388,843.68
FUND 404	Claims	to	Checks	1	Total	58,250.00	Manual	Held	Total	58,250.00
FUND 409	Claims	to	Checks	1	Total	21,700.00	Manual	Held	Total	21,700.00
FUND 421	Claims	to	Checks	2	Total	40,850.00	Manual	Held	Total	40,850.00
	Total for all Funds		Checks	115	Total	700,605.66	Manual	Held	Total	700,605.66

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

ORDER NUMBER 176-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-6, & 8 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 Colledge** and the following vote was recorded:

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

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 5, 2017.

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

RESOLUTION NUMBER 029-2017

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

WHEREAS, the Gautier Police Department is requesting the following equipment be removed from inventory and declared surplus:

	ITEM	SERIAL NUMBER	INVENTORY NUMBER
(1)	Lexmark Color Printer	50527469467W63	1651

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

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

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

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

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

NAYS: **None**

WHEREUPON, the Mayor and Members of the Council of the City of Gautier, Mississippi, declared the motion carried and the Resolution adopted this the **5th** day of September, 2017.

MAYOR

ATTEST:

CITY CLERK

CITY OF GAUTIER
MEMORANDUM

To:	Paula Yancey, City Manager
From:	Danny Selover, Police Captain
Date:	August 4, 2017
Subject:	Authorization to remove equipment from Police Department Inventory and declare equipment surplus

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REQUEST:

City Council authorization is requested for the Police Department to remove one (1) Lexmark Color Printer CS410DS (Serial # 5027469467W63) Inventory Control #1651 from the Police Department Inventory and declare equipment surplus.

BACKGROUND:

The Police Department has determined that, given the age and condition of the Lexmark Printer, removal from inventory and declaring the equipment surplus is in the best interest ot the City of Gautier.

RECOMMENDATION:

Police Department Staff recommends the City Council authorize the removal of the equipment from the Police Department Inventory and declare the equipment surplus.

ATTACHMENTS:

1. Lexmark Printer

LEXMARK
CS410dn
OK

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

ORDER NUMBER 177-2017

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 State Rental Agreement with RJ Young for the rental of a Ricoh MP C2504EX for the Police Department Criminal Investigations the amount of $145.10 a month for 48 months.

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

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

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

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 5, 2017.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Sherry Farabee, Purchasing Agent
Date: 08/22/2017
Subject: State Rental Agreement with RJ Young for the rental of a Ricoh Copier MP C2504EX for the Police Department Criminal Investigations.

REQUEST:
City Council authorization is requested for the City of Gautier to enter into a State Rental Agreement with RJ Young for the rental of a Ricoh MP C2504EX for the Police Department Criminal Investigations.

BACKGROUND:
The rental agreement is for 48 months in the amount of $145.10 a month. The current unit Ricoh 22238C which was moved from the Gautier Utility District to Criminal Investigations, is discontinued from the Manufacture. Since the internal components of the machine are no longer available RJ Young will no longer be able to keep the machine under any type of service agreement. The service agreement on the old printer ran $1,942 per year and the new rental will run $1,741.20 - a $200 savings each year.

RECOMMENDATION:
City Staff recommends City Council to authorize the State Rental Agreement with RJ Young for the rental of a Ricoh MP C2504EX in the amount of $145.10 a month for 48 months for the Police Department Criminal Investigations.

ATTACHMENTS:

1. State Rental Agreement
2. RJ Young Proposal
3. RJ Young Cancellation Letter
4. RJ Young Emails

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between **City of Gautier Police Department** (hereinafter referred to as Customer), and **R.J. Young Company** (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

A. A separate Vendor Customer Number will be required for each specific customer/installation location.

B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.

C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.

D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement 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 said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:

Name Kasey Peterson
Title Account Representative
Address 14231 Seaway Rd
City, State, & Zip Code Gulfport, MS 39503

For the Customer:

Name Shelly Farrabee
Title Purchasing Agent
Address 3330 Hwy 90
City, State, & Zip Code Gautier, MS 39553

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. 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. The Vendor agrees to maintain records of such compliance and, upon request of the State and

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement 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, or (2) the loss of any license, permit, certification or other document granted to the Vendor 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 cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: http://www.transparency.mississippi.gov.

31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer 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 the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor 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.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the 15th day of August, 2017.

Vendor: **R.J. Young Company**

By: Kasey Peterson

Authorized Signature

Printed Name: **Kasey Peterson**

Title: **Account Representative**

Witness my signature this the _____day of _____, 20__.

Customer: _____

By: _____

Authorized Signature

Printed Name: _____

Title: _____

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: **820031431**

Vendor Company Name: **R.J. Young Company**

Customer Agency Name: **City of Gautier Police Department**

Bill to Address: **3329 Highway 90 Gautier, MS 39553**

Ship to Address: **3329 Highway 90 Gautier, MS 39553**

Description of Equipment, Software, or Services	Price
Ricoh MP C2504ex with cabinet stand and Supply Maintenance Agreement	$145.10/month

Supply and Maintenance Agreement includes 800 Mono Copies and 700 Color Copies per month with overages billed at $.008/mono copy and $.058/color copy.

Delivery Schedule and Installation Date:

Rental Term: 48 months

Modifications:

Vendor Signature

X _____
Customer Signature

Proposal and Investment Plan

Prepared for:
Gautier City Police Dept

Prepared By:
Kasey Peterson

Submitted on:
August 15, 2017

The content of this proposal is confidential and proprietary information and intended for the use of Gautier City Police Dept. The contents herein may not be reproduced with out the specific written permission of RJ Young. This is a proposal only and informative in nature. Actual contract terms and conditions, as well as final pricing, will be submitted upon your request.

Pricing in this proposal is good 30 days from 8/15/2017.

RJYoung
Your productivity is our mission.

14231 Seaway Road, Suite 101
Gulfport, MS 39503
Office (228) 206-0566
www.rjyoung.com

New Proposed Equipment Option

Qty	Make/Model	Description	Image
1	**Ricoh MP C2504EX**	• Copy/Print/Mobile Print/Scan/Store • Print Speed: 25 PPM color & b/w • Scan Speed: Up to 80 IPM, color or b/w • Paper Capacity: 2 x 550 sheets + 100-sheet bypass • Standard Paper Sizes: Up to 12" x 18" • 100-Sheet Automatic Reversing Document Feeder (ARDF) • Color 10.1" tiltable Super VGA Smart Op. Panel, USB/SD • PostScript3 emulation and PDF Direct Print emulation Includes: Cabinet Type F	

Comprehensive Maintenance Agreement (same if leased or purchase)

The CPP option also includes:
- All parts, labor, toner and service calls.
- 800 Mono Copies/Month and additional mono copies billed at 0.008/ copy.
- 700 Color Copies/Month and additional color copies billed at 0.058/ copy.

EXCLUDES: paper & staples

Lease Term Option	Lease Payment	
48	$145.10	

The above prices are valid for 30 days from the date of the proposal and do not include sales tax. Hardware, delivery, software set up and installation are included in the prices above. This lease price is subject to credit approval. Quote issued on 8/15/2017.

Kasey Peterson
14231 Seaway Road, Suite 101
Gulfport, MS 39503
Office
www.rjyoung.com

RJYoung
Your productivity is our mission.

8-2-2017

GAUTIER UTILITY DISTRICT
3330 HIGHWAY 90
GAUTIER, MS
39553

Re: RICOH 2238C, EID# 754CT, SER# K0340500169

Dear Valued RJ Young Customer:

After examining the Ricoh 2238C device listed above at your location, we have found that it has been discontinued from the Manufacture. Since the internal components of the machine are no longer available we will no longer be able to keep the machine under any type of service agreement, and we can not warranty any repairs done to the machine.

We greatly appreciate the opportunity to be your Document Solutions Provider.

Thank you,

RJYoung
Drew Pratt
Service Manager
Drew.Pratt@rjyoung.com
D: 800.347.1955 | C: 228.224.5093
14231Seaway Rd, Gulfport, MS 39503
RJYoung.com
Contact Service + Support

Sherry Farabee

From: Kasey Peterson <Kasey.Peterson@rjyoung.com>
Sent: Thursday, August 03, 2017 12:52 PM
To: sfarabee@gautier-ms.gov
Subject: Gautier Police Department Copier

Sherry,

I have been talking with Scott Wilson over at the Police Department, and I just wanted to keep you posted. It seems like they had an old Lanier copier that was given to them from the utility district. We had continued to bill to the utility district for the service agreement which for the most recent year was $1942. This total included the 8,556 color copies and 9,673 Black & White copies that were run in the previous calendar year.

However, we just received word from Ricoh that they no longer make the parts needed to repair the copier. I have cancelled the service agreement on that copier because we can no longer maintain it. In addition, Scott had asked for a quote, so I sent a quote similar to the ones that we did for the city earlier in the year. It was a new Ricoh MP C2504 on a 48 month state rental agreement with payments of $145.10 which would include 800BW and 700 Color copies per month so they wouldn't have to worry about receiving any large overage bills for the copies. Compared to the yearly service agreement we had been providing, the total yearly outlay would be just $1741.20- a $200 savings each year.

I just wanted to keep you posted and make sure that I was talking to the right people. I would love to continue to do business with the city whenever these opportunities arise.

Thanks,

Kasey Peterson
Account Representative (Gulf Coast)
kasey.peterson@RJYoung.com
D: 228.697.4701
14231 Seaway Rd Gulfport, MS
39503
RJYoung.com
Contact Service + Support

Scott Wilson

From: Kasey Peterson <Kasey.Peterson@rjyoung.com>
Sent: Wednesday, August 02, 2017 1:50 PM
To: swilson@gautier-ms.gov
Subject: Ricoh Quote
Attachments: GautierPolice.pdf

Scott,

I have contacted our contract management team to cancel the service contract on the copier in Criminal investigations. It was last billed to Gautier Utility District for $1942 for the year. This total included the 8,556 color copies and 9,673 Black & White copies that were run in the previous calendar year.

As far as a new copier goes, we have done 3 other copiers for city hall this year and we went with the 4 year state rental agreement on Ricoh for each. To do that for your needs, we should do a 25 page-per-minute Ricoh MP C2504 with 2 paper trays and a cabinet. The monthly payment would be $145.10, and this would include 800 Black &white and 700 Color copies per month. We could reconcile overage copies on a monthly, quarterly, or annual basis- whichever would work best for you. I included this volume of copies so that you should have very minimal or no overage bills. If you go over the allotted amount of copies they would be billed at $.008/BW copy and $.058/Color. Overall, the city would be saving roughly 17$/month while still getting a new copier for your team.

I've attached a PDF with some information on this copier. If you have any questions or need anything else, please let me know.

Thanks,

Kasey Peterson
Account Representative (Gulf Coast)
kasey.peterson@RJYoung.com
D: 228.697.4701
14231 Seaway Rd Gulfport, MS 39503
RJYoung.com
Contact Service + Support

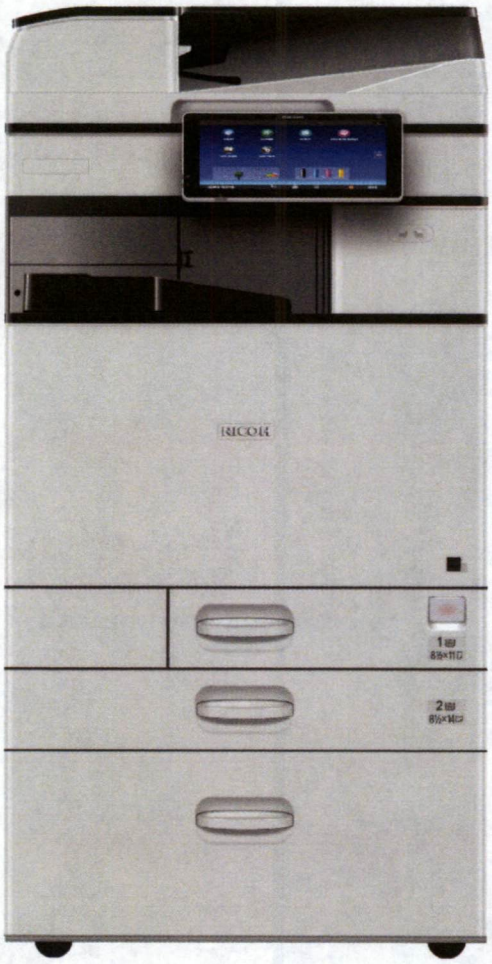
Ricoh Online System Configurator Tool

Choose a Model • Select Options • Save, Print or Email

RICOH
imagine. change.

Created By: Kasey Peterson | *Phone:* 2286974701 | *Email:* kasey.peterson@rjyoung.com

Your Configured Ricoh MP C2504ex



*Note: The image is a photo realistic illustration of your selected configuration.

DIMENSIONS

WIDTH	DEPTH	HEIGHT
23.10in	**27.00in**	**45.90in**
(587mm)	(686mm)	(1,166mm)

Actual dimensions may vary. These are approximate only.

POWER CONSUMPTION (MAIN UNIT)

120V-127V, 60Hz

Your Chosen Options

- MP C2504ex
- Cabinet Type F

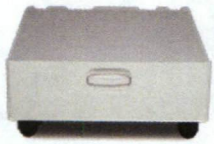
RICOH
imagine. change.

Main Unit

Main Unit

Item/Description	Item #	Thumbnail
MP C2504ex • Output Speed (Letter): 25-ppm • Average Monthly Volume: 4,000 impressions/month • Maximum Monthly Volume: 10,000 impressions/month • Power Requirements: 120V-127V, 60Hz • Weight: 197 lbs. (89.2 kg) • W × D × H (inches): 23.1 × 27 × 35.9 • W × D × H (mm): 586.74 × 685.8 × 911.86 Note: The standard DOSS included with the mainframe is not ISO 15408 certified.	418024	

Paper Tray & Optional Accessories

Item/Description	Item #	Thumbnail
Cabinet Type F Provides businesses with a convenient option for the storage of supplies and paper. Can only be configured with the standard configuration. Weight: 32.3 lbs. (14.7 kg) W × D × H (inches): 23.1 × 26.7 × 10 W × D × H (mm): 586.74 × 678.18 × 254 Note: Cabinet Type F cannot be installed with Paper Feed Unit PB3250, Caster Table Type M3, or Paper Feed Unit PB3220.	100478FNG	

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

ORDER NUMBER 178-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Finance Reports for June and July 2017 are hereby received.

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

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

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

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting September 5, 2017.

JUN 2017 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	$2,585,155.47
MS Development Loan Katrina	Depository Account	007-000-001	($290.05)
CDBG-Downtown Revitalization	Depository Account	012-000-001	
Transportation Enhancement	Depository Account	013-000-001	$13,631.67
Allen Road Widening	Depository Account	020-000-001	$29,978.37
MOHS PD Traffic Grant	Depository Account	023-000-001	
MOHS DUI Grant FY 2014	Depository Account	025-000-001	
MOHS DUI Grant FY 2015	Depository Account	026-000-001	
MDOT Safe Routes to School	Depository Account	029-000-001	($51,870.55)
MDAH School House Grant	Depository Account	030-000-001	$1,508.43
MDAH Local Govt Grant	Depository Account	031-000-001	
MDMR City Pk Boat Launch Imp	Depository Account	050-000-001	($4,350.00)
US DOJ Ballistic Vest Grant	Depository Account	103-000-001	
Martin Bluff Road Improvements	Depository Account	128-000-001	$132,012.64
U S Justice Equitable Sharing	Depository Account	157-000-001	$407,702.29
Fire Protection Fund	Depository Account	160-000-001	$193,659.78
DMR-BP Oil Spill Grant	Depository Account	165-000-001	
MDOT-Youth Corp Program	Depository Account	166-000-001	
FF Grant:EMW-2013-FO-05516	Depository Account	167-000-001	
Tidelands Grant	Depository Account	171-000-001	($34,150.76)
Library Support Fund	Depository Account	172-000-001	$3,911.15
MSWFP Recreation Trails Grant	Depository Account	175-000-001	($1,416.57)
Shepard State Park Fund	Depository Account	176-000-001	$54,451.09
Solid Waste Fund	Depository Account	404-000-001	$20,249.04
Solid Waste Grant	Depository Account	405-000-001	
EPA: Brownfields Assessment	Depository Account	409-000-001	$23,871.82
	General Ledger Cash Balance		$3,374,053.82
	General Depository Reconciled Cash Balance		$3,373,243.36

ENTERPRISE FUND

Fund Name		Account #	Balance
Water & Sewer Utility	Enterprise Account-M&M	400-000-001	$0.00
	Enterprise Account-Hancock	400-000-002	$1,359,487.56
MDB Loan: Water Ion-X Project	Enterprise Account-Hancock	421-000-002	$117,747.74
Water Meter Project	Enterprise Account-Hancock	422-000-002	
Hurricane Katrina (PW Bldg)	Enterprise Account-Hancock	449-000-002	
	General Ledger Cash Balance		$1,477,235.30
	Enterprise Reconciled Cash Balance		$1,473,579.89

JUNE 2017
YEAR TO DATE TOTALS

General Fund Totals		BUDGET FY 2017	JUN 2017	Balance	75.00% % to date
	General Fund Revenues	9,159,731.00	7,479,131.10	1,680,599.90	81.6%
	Expenditures:				
001	Legislative	117,474.00	89,708.72	27,765.28	76.3%
010	City Court	276,491.00	189,841.41	86,649.59	68.6%
021	City Manager	291,697.00	213,044.18	78,652.82	73.0%
022	Human Resources	138,681.00	101,352.20	37,328.80	73.0%
030	Elections	22,200.00	20,373.19	1,826.81	91.7%
040	City Clerk	257,370.00	186,299.49	71,070.51	72.3%
045	Finance	192,080.00	147,889.31	44,190.69	76.9%
060	City Attorney	110,000.00	73,611.01	36,388.99	66.9%
090	Economic Dev - Planning	299,370.00	221,245.92	78,124.08	73.9%
092	Building & General Expenses	517,100.00	423,336.48	93,763.52	81.8%
100	Police	3,472,334.00	2,435,434.85	1,036,899.15	70.1%
161	Fire	2,359,916.00	1,734,554.51	625,361.49	73.5%
165	BP Oil Spill	0.00	0.00	0.00	
170	Recreation	385,519.00	273,584.50	111,934.50	70.9%
201	PW: Streets	248,900.00	150,726.77	98,173.23	60.5%
205	PW: Maintenance	223,438.00	166,083.59	57,354.41	74.3%
451	Public Safety	0.00	0.00	0.00	
900	Interfund Transfers	813,627.00	363,951.10	449,675.90	44.7%
	General Fund Expenditures	9,726,197.00	6,791,037.23	2,935,159.77	69.8%
	Total Operating Expenditures	8,557,255.00	6,271,374.06	2,285,880.94	
	Total Capital Outlay Expenditur	280,215.00	89,944.88	190,270.12	
	Total Debt Service	75,100.00	65,767.19	9,332.81	
	Total Transfers Out	813,627.00	363,951.10	449,675.90	
	Total Unappropriated	0.00	0.00	0.00	
	Check Total	9,726,197.00	6,791,037.23	2,935,159.77	
	Personnel	6,707,874.00	5,024,086.76	1,683,787.24	
	Supplies	420,067.00	272,324.97	147,742.03	
	Other Services	1,429,314.00	974,962.33	454,351.67	
	Capital Outlay	280,215.00	89,944.88	190,270.12	
	Debt Service	75,100.00	65,767.19	9,332.81	
	Interfund Transfers for DS	813,627.00	363,951.10	449,675.90	
	Unappropriated	0.00	0.00	0.00	
	Check Total	9,726,197.00	6,791,037.23	2,935,159.77	

JUNE 2017
YEAR TO DATE TOTALS

General Depository Special Funds	BUDGET FY 2017	As of JUNE 2017	Balance	75.00% % to date
007 MS Dev 2.36M Katrina Bonds				
Revenues	277,854.00	262,940.00	14,914.00	94.6%
Expenditures	277,854.00	263,540.00	14,314.00	94.8%
013 TE-Downtown Revitalization				
Revenues	84,158.13	43,186.68	40,971.45	51.3%
Expenditures	54,603.12	0.00	54,603.12	
020 Allen Road Widening				
Revenues	1,002,418.40	829,596.71	172,821.69	82.7%
Expenditures	61,000.00	54,647.33	6,352.67	89.5%
025 MOHS DUI Grant FY2017				
Revenues	27,598.00	27,498.61	99.39	99.6%
Expenditures	27,598.00	27,498.61	99.39	99.6%
029 MDOT Safe Routes to School				
Revenues	188,528.00	113,277.12	75,250.88	60.0%
Expenditures	210,084.50	186,704.17	23,380.33	88.8%
030 MDAH 2014 Community Heritage				
Revenues	130,000.00	131,508.43	(1,508.43)	101.1%
050 MDMR City Park Boat Launch Imps				
Revenues	255,610.00	23,250.00	232,360.00	9.0%
Expenditures	255,610.00	27,600.00	228,010.00	10.7%
128 Martin Bluff Road Project				
Expenditures	230,000.00	100,000.00	130,000.00	43.4%
130 $7M GO Bond - Capital Improvements				
Revenues	2,047,259.07	1,486,825.00	560,434.07	72.6%
Expenditures	2,239,130.25	1,252,010.57	987,119.68	55.9%
157 US Justice Equitable Sharing				
Revenues	0.00	2,600.00	(2,600.00)	
Expenditures	0.00	36,482.64	(36,482.64)	
160 Fire Protection Fund				
Revenues	543,100.00	388,896.06	154,203.94	71.6%
Expenditures	525,277.68	476,397.70	48,879.98	90.6%
166 MDOT Youth Corp Program				
Revenues	36,864.66	38,683.20	(1,818.54)	104.9%
Expenditures	41,388.00	6,434.02	34,953.98	15.5%

JUNE 2017
YEAR TO DATE TOTALS

General Depository Special Funds	BUDGET FY 2017	As of JUNE 2017	Balance	*75.00% % to date*
171 Combined Tidelands Grant				
Revenues	989,133.64	285,335.40	703,798.24	*28.8%*
Expenditures	844,900.63	230,708.27	614,192.36	*27.3%*
172 Library Support Fund				
Revenues	108,639.00	100,746.45	7,892.55	*92.7%*
Expenditures	108,639.00	96,835.30	11,803.70	*89.1%*
175 MSWFP Recreation Trails Grant				
Revenues	95,258.57	93,842.00	1,416.57	*98.5%*
176 Shepard State Park				
Revenues	85,400.00	70,883.97	14,516.03	*83.0%*
Expenditures	115,128.00	64,648.45	50,479.55	*56.1%*
404 Solid Waste Fund				
Revenues	1,260,000.00	945,782.83	314,217.17	*75.0%*
Expenditures	1,326,500.00	1,005,113.47	321,386.53	*75.7%*
405 Solid Waste Grant				
Revenues	13,280.00	0.00	13,280.00	
Expenditures	13,280.00	0.00	13,280.00	
409 EPA: Brownfields Assessment				
Revenues	288,249.85	238,255.95	49,993.90	*82.6%*
Expenditures	223,699.85	138,106.00	85,593.85	*61.7%*

JUNE 2017
YEAR TO DATE TOTALS

ENTERPRISE FUND (400)

	BUDGET FY 2017	JUN 2017	Balance	75.00% % to date
Utility Fund Revenues	8,653,895.00	6,731,425.93	1,922,469.07	77.7%
Administration	2,621,143.00	1,976,326.81	644,816.19	75.3%
Water & Sewer O & M	2,994,216.00	1,997,772.67	996,443.33	66.7%
Debt Service	2,477,584.00	1,996,514.68	481,069.32	80.5%
Transfers	200,000.00	200,000.00	0.00	100.0%
Utility Fund Expenditures	8,292,943.00	6,170,614.16	2,122,328.84	74.4%

Total Operating Expenditures	*5,415,359.00*	*3,974,099.48*	*1,441,259.52*
Total Capital Outlay Expenditures	*200,000.00*	*0.00*	*200,000.00*
Total Debt Service	*2,477,584.00*	*1,996,514.68*	*481,069.32*
Total Interfund Transfers	*200,000.00*	*200,000.00*	*0.00*
Check Total	*8,292,943.00*	*6,170,614.16*	*2,122,328.84*

Personnel	*0.00*	*0.00*	*0.00*
Supplies	*238,000.00*	*161,459.47*	*76,540.53*
Other Services	*5,177,359.00*	*3,812,640.01*	*1,364,718.99*
Capital Outlay	*200,000.00*	*0.00*	*200,000.00*
Debt Service	*2,477,584.00*	*1,996,514.68*	*481,069.32*
Interfund Transfers	*200,000.00*	*200,000.00*	*0.00*
Check Total	*8,292,943.00*	*6,170,614.16*	*2,122,328.84*

Enterprise Special Funds

421 MSB - Water Ionization Project	BUDGET FY 2017	JUN 2017	Balance	75.00%
Capital Outlay	141,813.04	24,065.30	117,747.74	16.9%

602 DEBT SERVICE: 2012 GUD BOND	BUDGET FY 2017	JUN 2017	Balance	75.00%
Revenue	1,399,200.00	1,050,169.56	349,030.44	75.0%
Bonds Payable	1,398,200.00	1,370,750.00	27,450.00	98.0%

JUL 2017 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	$2,233,734.17
MS Development Loan Katrina	Depository Account	007-000-001	($290.05)
CDBG-Downtown Revitalization	Depository Account	012-000-001	
Transportation Enhancement	Depository Account	013-000-001	$13,631.67
Allen Road Widening	Depository Account	020-000-001	$36,617.83
MOHS PD Traffic Grant	Depository Account	023-000-001	
MOHS DUI Grant FY 2014	Depository Account	025-000-001	
MOHS DUI Grant FY 2015	Depository Account	026-000-001	
MDOT Safe Routes to School	Depository Account	029-000-001	($51,870.55)
MDAH School House Grant	Depository Account	030-000-001	$1,508.43
MDAH Local Govt Grant	Depository Account	031-000-001	
MDMR City Pk Boat Launch Imp	Depository Account	050-000-001	($1,087.50)
US DOJ Ballistic Vest Grant	Depository Account	103-000-001	
Martin Bluff Road Improvements	Depository Account	128-000-001	$132,012.64
U S Justice Equitable Sharing	Depository Account	157-000-001	$409,988.65
Fire Protection Fund	Depository Account	160-000-001	$277,748.28
DMR-BP Oil Spill Grant	Depository Account	165-000-001	
MDOT-Youth Corp Program	Depository Account	166-000-001	
FF Grant:EMW-2013-FO-05516	Depository Account	167-000-001	
Tidelands Grant	Depository Account	171-000-001	($9,245.25)
Library Support Fund	Depository Account	172-000-001	$3,512.29
MSWFP Recreation Trails Grant	Depository Account	175-000-001	($1,416.57)
Shepard State Park Fund	Depository Account	176-000-001	$55,275.54
Solid Waste Fund	Depository Account	404-000-001	$44,673.74
Solid Waste Grant	Depository Account	405-000-001	
EPA: Brownfields Assessment	Depository Account	409-000-001	$23,871.82
	General Ledger Cash Balance		$3,168,665.05
	General Depository Reconciled Cash Balance		$3,167,670.09

ENTERPRISE FUND

Fund Name		Account #	Balance
Water & Sewer Utility	Enterprise Account-M&M	400-000-001	$0.00
	Enterprise Account-Hancock	400-000-002	$1,489,686.41
MDB Loan: Water Ion-X Project	Enterprise Account-Hancock	421-000-002	$101,681.74
Water Meter Project	Enterprise Account-Hancock	422-000-002	
Hurricane Katrina (PW Bldg)	Enterprise Account-Hancock	449-000-002	
	General Ledger Cash Balance		$1,591,368.15
	Enterprise Reconciled Cash Balance		$1,587,535.65

JULY 2017
YEAR TO DATE TOTALS

General Fund Totals

		BUDGET FY 2017	JUL 2017	Balance	83.33% % to date
	General Fund Revenues	9,159,731.00	8,241,883.00	917,848.00	89.9%
	Expenditures:				
001	Legislative	117,474.00	99,043.73	18,430.27	84.3%
010	City Court	276,491.00	214,323.31	62,167.69	77.5%
021	City Manager	291,697.00	233,372.58	58,324.42	80.0%
022	Human Resources	138,681.00	111,358.53	27,322.47	80.2%
030	Elections	22,200.00	20,757.22	1,442.78	93.5%
040	City Clerk	257,370.00	205,005.06	52,364.94	79.6%
045	Finance	192,080.00	162,321.41	29,758.59	84.5%
060	City Attorney	110,000.00	81,527.68	28,472.32	74.1%
090	Economic Dev - Planning	299,370.00	240,696.77	58,673.23	80.4%
092	Building & General Expenses	517,100.00	438,804.33	78,295.67	84.8%
100	Police	3,472,334.00	2,782,603.99	689,730.01	80.1%
161	Fire	2,359,916.00	1,920,353.23	439,562.77	81.3%
165	BP Oil Spill	0.00	0.00	0.00	
170	Recreation	385,519.00	298,820.08	86,698.92	77.5%
201	PW: Streets	248,900.00	161,332.30	87,567.70	64.8%
205	PW: Maintenance	223,438.00	183,013.20	40,424.80	81.9%
451	Public Safety	0.00	0.00	0.00	
900	Interfund Transfers	813,627.00	776,910.48	36,716.52	95.4%
	General Fund Expenditures	9,726,197.00	7,930,243.90	1,795,953.10	81.5%
	Total Operating Expenditures	8,557,255.00	6,866,634.63	1,690,620.37	
	Total Capital Outlay Expenditures	280,215.00	220,931.60	59,283.40	
	Total Debt Service	75,100.00	65,767.19	9,332.81	
	Total Transfers Out	813,627.00	776,910.48	36,716.52	
	Total Unappropriated	0.00	0.00	0.00	
	Check Total	9,726,197.00	7,930,243.90	1,795,953.10	
	Personnel	6,707,874.00	5,531,403.31	1,176,470.69	
	Supplies	420,067.00	296,754.60	123,312.40	
	Other Services	1,429,314.00	1,038,476.72	390,837.28	
	Capital Outlay	280,215.00	220,931.60	59,283.40	
	Debt Service	75,100.00	65,767.19	9,332.81	
	Interfund Transfers for DS	813,627.00	776,910.48	36,716.52	
	Unappropriated	0.00	0.00	0.00	
	Check Total	9,726,197.00	7,930,243.90	1,795,953.10	

JULY 2017
YEAR TO DATE TOTALS

General Depository Special Funds	BUDGET FY 2017	As of JULY 2017	Balance	83.33% % to date
007 MS Dev 2.36M Katrina Bonds				
Revenues	277,854.00	262,940.00	14,914.00	94.6%
Expenditures	277,854.00	263,540.00	14,314.00	94.8%
013 TE-Downtown Revitalization				
Revenues	84,158.13	43,186.68	40,971.45	51.3%
Expenditures	54,603.12	0.00	54,603.12	
020 Allen Road Widening				
Revenues	1,002,418.40	836,236.17	166,182.23	83.4%
Expenditures	61,000.00	54,647.33	6,352.67	89.5%
025 MOHS DUI Grant FY2017				
Revenues	27,598.00	27,498.61	99.39	99.6%
Expenditures	27,598.00	27,498.61	99.39	99.6%
029 MDOT Safe Routes to School				
Revenues	188,528.00	113,277.12	75,250.88	60.0%
Expenditures	210,084.50	186,704.17	23,380.33	88.8%
030 MDAH 2014 Community Heritage				
Revenues	130,000.00	131,508.43	(1,508.43)	101.1%
050 MDMR City Park Boat Launch Imps				
Revenues	255,610.00	26,512.50	229,097.50	10.3%
Expenditures	255,610.00	27,600.00	228,010.00	10.7%
128 Martin Bluff Road Project				
Expenditures	230,000.00	100,000.00	130,000.00	43.4%
130 $7M GO Bond - Capital Improvements				
Revenues	2,047,259.07	1,899,967.41	147,291.66	92.8%
Expenditures	2,239,130.25	1,709,411.25	529,719.00	76.3%
157 US Justice Equitable Sharing				
Revenues	0.00	5,691.36	(5,691.36)	
Expenditures	0.00	37,287.64	(37,287.64)	
160 Fire Protection Fund				
Revenues	543,100.00	492,881.84	50,218.16	90.7%
Expenditures	525,277.68	496,294.98	28,982.70	94.4%
166 MDOT Youth Corp Program				
Revenues	36,864.66	38,683.20	(1,818.54)	104.9%
Expenditures	41,388.00	6,434.02	34,953.98	15.5%

JULY 2017
YEAR TO DATE TOTALS

General Depository Special Funds	BUDGET FY 2017	As of JULY 2017	Balance	*83.33% % to date*
171 Combined Tidelands Grant				
Revenues	989,133.64	314,048.66	675,084.98	*31.7%*
Expenditures	844,900.63	234,516.02	610,384.61	*27.7%*
172 Library Support Fund				
Revenues	108,639.00	104,258.65	4,380.35	*95.9%*
Expenditures	108,639.00	100,746.45	7,892.55	*92.7%*
175 MSWFP Recreation Trails Grant				
Revenues	95,258.57	93,842.00	1,416.57	*98.5%*
176 Shepard State Park				
Revenues	85,400.00	76,903.97	8,496.03	*90.0%*
Expenditures	115,128.00	69,844.00	45,284.00	*60.6%*
404 Solid Waste Fund				
Revenues	1,260,000.00	1,053,031.34	206,968.66	*83.5%*
Expenditures	1,326,500.00	1,087,937.28	238,562.72	*82.0%*
405 Solid Waste Grant				
Revenues	13,280.00	0.00	13,280.00	
Expenditures	13,280.00	0.00	13,280.00	
409 EPA: Brownfields Assessment				
Revenues	288,249.85	238,255.95	49,993.90	*82.6%*
Expenditures	223,699.85	138,106.00	85,593.85	*61.7%*

JULY 2017
YEAR TO DATE TOTALS

ENTERPRISE FUND (400)

	BUDGET FY 2017	JUL 2017	Balance	83.33% % to date
Utility Fund Revenues	8,653,895.00	7,432,235.93	1,221,659.07	85.8%
Administration	2,621,143.00	2,170,038.96	451,104.04	82.7%
Water & Sewer O & M	2,994,216.00	2,219,808.59	774,407.41	74.1%
Debt Service	2,477,584.00	2,156,458.46	321,125.54	87.0%
Transfers	200,000.00	200,000.00	0.00	100.0%
Utility Fund Expenditures	8,292,943.00	6,746,306.01	1,546,636.99	81.3%
Total Operating Expenditures	*5,415,359.00*	*4,387,053.52*	*1,028,305.48*	
Total Capital Outlay Expenditures	*200,000.00*	*2,794.03*	*197,205.97*	
Total Debt Service	*2,477,584.00*	*2,156,458.46*	*321,125.54*	
Total Interfund Transfers	*200,000.00*	*200,000.00*	*0.00*	
Check Total	*8,292,943.00*	*6,746,306.01*	*1,546,636.99*	
Personnel	*0.00*	*0.00*	*0.00*	
Supplies	*238,000.00*	*174,869.05*	*63,130.95*	
Other Services	*5,177,359.00*	*4,212,184.47*	*965,174.53*	
Capital Outlay	*200,000.00*	*2,794.03*	*197,205.97*	
Debt Service	*2,477,584.00*	*2,156,458.46*	*321,125.54*	
Interfund Transfers	*200,000.00*	*200,000.00*	*0.00*	
Check Total	*8,292,943.00*	*6,746,306.01*	*1,546,636.99*	

Enterprise Special Funds

421 MSB - Water Ionization Project	BUDGET FY 2017	JUL 2017	Balance	83.33%
Capital Outlay	141,813.04	40,131.30	101,681.74	28.2%

602 DEBT SERVICE: 2012 GUD BOND	BUDGET FY 2017	JUL 2017	Balance	83.33%
Revenue	1,399,200.00	1,166,915.81	232,284.19	83.3%
Bonds Payable	1,398,200.00	1,370,750.00	27,450.00	98.0%

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

ORDER NUMBER 179-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the monetary donations in the amount of $500.00 by Seymour Engineering and Waggoner Engineering for the City of Gautier's Cruisin' Through the Decades Event to be held October 1, 2017 11:00 A.M. – 5:00 P.M. is hereby approved.

IT IS FURTHER ORDERED that the monetary donations by Seymour Engineering and Waggoner Engineering are in the best interest of the City of Gautier.

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

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

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

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 5, 2017.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Chassity Bilbo, Executive Assistant
Date: 08/28/2017
Subject: Approval to accept monetary donations for The City of Gautier's Cruisin' Through the Decades Event

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REQUEST:

The Community Activities Manager is seeking authorization from City Council to accept the following monetary donations for the City of Gautier's Cruisin' Through the Decades Event to be held October 1, 2017 11:00 A.M. - 5:00 P.M.

BACKGROUND:

The 21st Annual Cruisin' the Coast will be held October 1-8, 2017 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 1, 2017 from 11 a.m. – 5 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. Bronze Sponsor $500.00- Seymour Engineering
2. Bronze Sponsor $500.00- Waggoner Engineering

RECOMMENDATION:

The Community Activities Manager recommends that City Council approve the above monetary donations for the Cruisin Through the Decades Event

The City Council may:

1. Approve the monetary donations; or
2. Not approve the monetary donations

ATTACHMENTS:

1. Monetary Donations

SEYMOUR ENGINEERING, PLLC
925 TOMMY MUNRO DRIVE
SUITE G
BILOXI, MS 39532
(228) 385-2350

7182

8/8/17

PAY TO THE ORDER OF CITY OF GAUTIER $ **500.00

Five Hundred and 00/100********** DOLLARS

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

MEMO
BRONZE SPONSOR

MP

Details on Back.

Intuit® CheckLock™ Secure Check

SEYMOUR ENGINEERING, PLLC

7182

CITY OF GAUTIER 8/8/17

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
8/8/17	Bill	CRUISIN' SPONSOR	500.00	500.00		500.00
					Check Amount	500.00

WAGGONER ENGINEERING, INC.
PO Box 12227
Jackson, Mississippi 39236-2227
(601) 355-9526

065973

CHECK DATE

August 17, 2017

Security Check features included Details on back

PAY Five Hundred and 00/100 Dollars

AMOUNT

500.00

TO City of Gautier

MP

AUTHORIZED SIGNATURE

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

ORDER NUMBER 180-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the attached Use of Construction Equipment Agreement between the City of Gautier and Brock Services, LLC for use of a stage for the City of Gautier's Cruisin' through the Decades Event to be held October 1, 2017 is hereby approved.

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

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

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

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 5, 2017.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Chassity Bilbo, Executive Assistant
Date: 08/28/2017
Subject: Approval of a Use of Construction Equipment Agreement between the City of Gautier and Brock Services, LLC for the Cruisin' Through the Decades Event.

REQUEST:
The Community Activities Manager requests that City Council approve the attached agreement between the City of Gautier and Brock Services, LLC for use of a stage for the City of Gautier's Cruisin' Through the Decades Event to be held October 1, 2017.

BACKGROUND:
The 21st Annual Cruisin' the Coast will be held October 1-8, 2017 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 1, 2017 from 11 a.m. – 5 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 Cruisin through the Decades event will consist of musical entertainment, reserved parking for cruisers, an all-out car show, and food vendors. Brock Services, LLC will provide the performance stage for our live musical entertainment. Their charitable contribution will allow the City of Gautier to provide a free event that will leave a positive impact on families along the Mississippi Gulf Coast.

RECOMMENDATION:
The Community Activities Manager recommends that City Council approve the attached agreement between the City of Gautier and Brock Services, LLC.

The City Council may:

1. Approve the attached agreement between the City of Gautier and Brock Services, LLC; or
2. Not approve the attached agreement between the City of Gautier and Brock Services, LLC.

ATTACHMENTS:

1. Brock Services, LLC

USE OF CONSTRUCTION EQUIPMENT AGREEMENT

This AGREEMENT made this __ day of ___ 2017 by and between Brock Services, LLC (“Brock”) and City of Gautier (the “User”).

In consideration of the willingness of the Brock to allow User to use certain equipment, materials or scaffolding (the "EQUIPMENT"), and for as long as any Equipment is being used by User or its agents, User, through authorized representative below, warrants and agrees as follows:

1. To assume complete responsibility for the use of the Equipment and shall reimburse Brock for any damage during User's use.

2. To the maximum extent permitted by the laws of the State of Mississippi, User shall release, defend, indemnify and hold harmless Brock, its parent, affiliates and subsidiaries, and directors, officers, employees and agents of such companies (collectively ‘‘Indemnified Party") against any bodily injury, property damage or personal and advertising injury loss, damage, claim, suit, liability, judgment, and expense (including but not limited to attorneys' fees, and other costs of litigation), and any lines, penalties, or assessments, arising out of injury, disease or death of persons or damage to or loss of any property or violation of the applicable law but only when caused by or arising out of the acts or omissions of the User, or anyone for whom User is directly or indirectly responsible. This indemnity obligation shall be applicable against User with respect to any Use by its parent, affiliates subsidiaries, subcontractors and agents, and each of their employees and agents or anyone for whom they are directly or indirectly responsible. User shall maintain Liability Coverage for attorney fees, damages, and injuries associated with User's access or use of the Scaffolding and shall name the Indemnified Party as an additional insured on the Event Policy, if any, associated with the Cruisin’ the Coast production.

3. That User has inspected the Equipment prior to use and by its use, accepts the Equipment AS-IS and all risks relating thereto.

4. User acknowledges that Brock has made no express or implied warranty of any kind whatsoever with respect to the Equipment, including but not limited to: the merchantability of the Equipment or its fitness for any particular purpose; the design or condition of the Equipment; the quality or capacity of the Equipment; the workmanship of the Equipment; compliance of the Equipment with the requirements of any law, rule, specification or contract pertaining to the Equipment; patent infringement; or latent defects.

5. That the obligations of User under paragraphs 1 and 2 shall survive the termination of this Agreement.

City of Gautier, Mississippi	Brock Services, LLC
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

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

ORDER NUMBER 181-2017

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 seek assistance from Jackson County Board of Supervisors to use the County's boom truck to replace and repair field lights at the City of Gautier's Bacot Park Sports Facility on Ladnier Road.

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

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

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

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 5, 2017.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Chassity Bilbo, Executive Assistant
Date: 08/29/2017
Subject: Authorization for the City Manager to seek assistance from Jackson County Board of Supervisors for assistance with replacing and repairing the field lights at the City of Gautier's Bacot Park Sports Facility on Ladnier Road.

REQUEST:
The Community Activities Manager requests that City Council authorize the City Manager to seek assistance from Jackson County Board of Supervisors to use the County's boom truck to replace and repair field lights at the City of Gautier's Bacot Park Sports Facility on Ladnier Road.

BACKGROUND:
Bacot Park has recently undergone drainage and electrical upgrades to enhance youth recreation and safety factors at Bacot Park. After restoring power to the park, an overall inspection was completed and found that many of the lights are in need of repair. To access the conditions of the lights at Bacot, the City will need a boom truck that can reach the lights. The City does not own a boom truck that can reach the lights at Bacot Park.

DISCUSSION:
The Community Activities Manager contacted Jackson County Recreation Department for assistance, and was instructed to seek permission from the Jackson County Board of Supervisors for assistance.

RECOMMENDATION:
The Community Activities Manager recommends that City Council authorize the City Manager to seek assistance from Jackson County Board of Supervisors to use the County's boom truck for assistance with replacing and repairing the field lights at the City of Gautier's Bacot Park Sports Facility on Ladnier Road.

The City Council may:
1. Authorize the City Manager to seek assistance from Jackson County Board of Supervisors to use the County's boom truck to replace and repair field lights at the City of Gautier's Bacot Park Sports Facility on Ladnier Road; or
2. Not authorize the City Manager to seek assistance from Jackson County Board of Supervisors to use the County's Recreation boom truck to replace and repair field lights at the City of Gautier's Bacot Park Sports Facility on Ladnier Road.

ATTACHMENTS:
None

Pulled Consent Agenda Item #7 – Approval of a request to waive rental and deposit fees at George Martin City Park Pavilion A for First United Methodist Church of Gautier's Bark in the Park & Blessing of Pets Event.

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

ORDER NUMBER 182-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the attached agreement between the City of Gautier and Elektra-Tech Entertainment to provide sound and production services for the City of Gautier's one day Cruisin' Through the Decades Event to be held October 1, 2017 is hereby approved.

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

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

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

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 5, 2017.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Chassity Bilbo, Executive Assistant
Date: 08/29/2017
Subject: Approval of an agreement between the City of Gautier and Elektra-Tech Entertainment to provide sound and production services for the City of Gautier's one day Cruisin' Through the Decades Event

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REQUEST:
The Community Activities Manager requests that City Council approve the attached agreement between the City of Gautier and Elektra-Tech Entertainment to provide sound and production services for the City of Gautier's one day Cruisin' Through the Decades Event to be held October 1, 2017.

BACKGROUND:
The 21st Annual Cruisin' the Coast will be held October 1-8, 2017 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 1, 2017 from 11 a.m. – 5 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:

1. Elektra-Tech Entertainment agrees to provide sound and production services for entertainment purposes at: Gautier, MS for Cruisin' the Coast 2017.
2. The Elektra-Tech Entertainment agrees to provide the contracted services during the hours of 11:00 a.m. – 5:00 p.m., on the day of October 1, 2017.
3. Entertainment services are provided for a fee of $1,500.00 for the hours stated above. The buyer has, and may exercise, the option of extending the performance, if the entertainer's schedule allows time for an extension, for a fee of $100.00 per hour.

RECOMMENDATION:
The Community Activities Manager recommends that City Council approve the attached agreement between the City of Gautier and Elektra-Tech Entertainment.

The City Council may:

1. Approve the attached agreement between the City of Gautier and Elektra-Tech Entertainment; or
2. Not approve the attached agreement between the City of Gautier and Elektra-Tech Entertainment.

ATTACHMENTS:

1. Elektra-Tech Entertainment Entertainment Agreement

Elektra-Tech Entertainment

Entertainment Agreement

This agreement made and entered on this _5th_ day of _September 2017_ between _City of Gautier as buyer, and Elektra-Tech Entertainment; whereas, the buyer wishes to contract the entertainers to provide musical and/or lighting entertainment.

The buyer and Elektra-Tech Entertainment agree to the following terms and conditions of this listed agreement between both parties:

1) The entertainer agrees to provide sound and production services for entertainment purposes at: Gautier, MS for Cruisin the Coast 2017.

2) The entertainer agrees to provide the contracted services during the hours of _11:00am – 5:00pm, on the day of _October 1, 2017.

3) Entertainment services are provided for a fee of _$1,500.00_ for the hours stated above. The buyer has, and may exercise, the option of extending the performance, if the entertainer's schedule allows time for an extension, for a fee of $100.00 per hour.

4) **All fees are due and payable to the entertainer on October 5, 2017.**

5) The buyer agrees to provide 30 days notice of cancellation of the event. A re-schedule date must be agreed upon by BOTH parties.

6) Entertainer is not responsible for cancellation or postponement due to outdoor events. At the sign of inclement weather, buyer is responsible for the relocation of the entertainer to protect any and all equipment. When chance of rain is 30% or higher for an outdoor venue site, relocation is required. Elektra-Tech Entertainment reserves the right to cease operations in the event of inclement weather without penalty from the buyer.

> **At the sound of thunder and/or visible lighting Elektra-Tech Entertainment reserves the right to CANCEL the production for the safety of the crew and the guests in attendance. Elektra-Tech Entertainment is committed to providing an enjoyable and safe experience for all of our customers.

7) Any entertainment venue that is greater than 25 miles from Lucedale, MS will incur an additional $1.00 per mile of travel expenses to and from the venue.

8) Adequate lodging may be required of the buyer of said services if the event is more than twelve (12) hours long and/or over fifty (50) miles away from Lucedale, MS. "Adequate Lodging" is

defined as standard chain hotels (i.e., Best Western, Holiday Inn, etc.) and the lodging will be arranged by the buyer before the event takes place. The number of beds required for the lodging will depend on the number of technicians needed for the event. This event will require ___N/A____ number of technicians. INT _____

9) During the hours of_11:00am – 5:00pm, on the day of _October 1, 2017, the buyer will, to the extent reasonably possible, ensure that the equipment provided by the entertainer is not damaged.

*****Buyer Responsibilities*****

Buyer is responsible for providing adequate power (50 amp / 230 volts) for the production team to use for the event.

Buyer is responsible for providing the stage that the bands will be performing on.

I HAVE READ THIS AGREEMENT AND AGREE TO ALL TERMS AND CONDITIONS.

Buyer:

Print: _____ Sign: _____

Buyer's address:

_____

Phone(s): _____ Cell: _____

Email: _____

Date: _____ Deposit Received _____ on _____

Balance Due: _____

Check: _____ Cash: _____

**Please make check payable to:
Elektra-Tech Entertainment
2285 Beaver Dam Rd
Lucedale, MS 39452

Contact information:
Philip Belcher
(251) 518-8441

Dwayne Barker
(601) 508-0954

Councilman Vaughan made the motion to recess until September 12, 2017 at 6:00pm.

Councilwoman Martin seconded the motion and the vote unanimously carried.

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 September 19, 2017.

Tuesday
September 12, 2017
Gautier, Mississippi

BE IT REMEMBERED THAT A BUDGET MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held September 12, 2017 at 6:00 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier, Mississippi.

Those present were Mayor Phil Torjusen, Council Members, Mary Martin, Cameron George, Richard Jackson, Casey Vaughan, Rusty Anderson, and Adam Colledge. Also present were Paula Yancey, City Manager; and Cynthia Russell, City Clerk and other concerned citizens. Absent was Josh Danos, City Attorney.

AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
September 12, 2017 @ 6:00 PM

I. Call to Order

1. **Prayer**

2. **Pledge of Allegiance**

II. Agenda Order Approval

III. Business Agenda

1. **Resolution approving and adopting the budget for the fiscal year beginning October 1, 2017 and ending September 30, 2018.**

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

IV. Consent Agenda (None)

V. 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 September 19, 2017 @ 6:30 P.M.
www.gautier-ms.gov

Councilman Vaughan made the motion to approve the agenda order.

Councilwoman Martin seconded the motion and the vote carried unanimously.

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

RESOLUTION NUMBER 030-2017

RESOLUTION APPROVING AND ADOPTING THE BUDGET OF THE CITY OF GAUTIER, MISSISSIPPI FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2018

WHEREAS, the Mayor and Members of the Council of the City of Gautier, Mississippi, has prepared a complete budget of the municipal revenues and expenses estimated for fiscal year 2017-2018 as required by Section 21-35-3, et seq., of the Mississippi Annotated Code of 1972; and

WHEREAS, the Mayor and Members of the Council have studied and considered the budget, a copy of which is attached and finds that the budget is sufficient and prepared according to law for the fiscal year aforesaid;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND MEMBERS OF THE COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI, that the budget be, and is hereby approved and adopted as finally determined, and that the budget shall be entered at length and in detail in the minutes of the City Council and published as required by law.

Motion 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**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 12, 2017.

City of Gautier
October 1, 2017 - September 30, 2018
Annual Budget

GENERAL FUND: FUND 001 REVENUES	BUDGET FY 2017	PROPOSED BUDGET FY 2018
Licenses & Permits	$ 80,000.00	$ 91,000.00
Inter-Governmental Revenue:		
In Lieu of Taxes	$ 355,000.00	$ 342,000.00
Franchise Fees	$ 163,000.00	$ 155,000.00
General Sales Tax	$ 2,225,000.00	$ 2,235,000.00
ABC Licenses	$ 11,000.00	$ 13,000.00
Homestead Reimbursement	$ 90,000.00	$ 90,000.00
Motor Fuel Tax	$ 14,000.00	$ 115,560.00
Shared Revenues - Road Tax	$ 487,000.00	$ 487,000.00
Shared Revenues - Recreation	$ 135,000.00	$ 135,000.00
Rail Car Tax	$ 2,000.00	$ 2,200.00
Privilege Tax-Heavy Duty Vehicle	$ 1,600.00	$ 4,000.00
Municipal Aid Surplus	$ 9,200.00	$ 9,200.00
FEMA/MEMA Reimbursement	$ -	$ -
Fine & Forfeits	$ 476,000.00	$ 474,000.00
Grants	$ 36,855.00	$ 29,000.00
Surplus Property	$ -	$ -
Loan - HIDTA Vehicle	$ -	$ -
Loan - Police Cars	$ 170,000.00	$ -
Miscellaneous	$ 88,200.00	$ 110,255.00
Transfer from Other Funds	$ 200,000.00	$ -
Transfer from Solid Waste Fund	$ 316,500.00	$ 500,000.00
Transfer from Enterprise Fund	$ 200,000.00	$ 300,000.00
Total revenue from sources other than taxation	$ 5,060,355.00	$ 5,092,215.00
Balance at beginning of year	$ 1,525,000.00	$ 1,500,000.00
Total from all sources other than taxation	$ 6,585,355.00	$ 6,592,215.00
Amount necessary to be raised by tax levy	$ 4,091,088.00	$ 4,500,273.00
Total available cash and anticipated revenue	$ 10,676,443.00	$ 11,092,488.00
GENERAL FUND		
EXPENDITURES		
LEGISLATIVE DEPARTMENT		
Personnel Services	$ 95,274.00	$ 102,562.00
Supplies	$ 1,000.00	$ 4,000.00
Other Services & Charges	$ 21,200.00	$ 22,650.00
Total	$ 117,474.00	$ 129,212.00
CITY COURT		
Personnel Services	$ 128,941.00	$ 174,520.00
Supplies	$ 3,000.00	$ 3,000.00
Other Services & Charges	$ 130,550.00	$ 141,650.00
Capital Outlay	$ -	$ -
Total	$ 262,491.00	$ 319,170.00
CITY MANAGER		
Personnel Services	$ 224,297.00	$ 148,614.00
Supplies	$ 2,500.00	$ 5,500.00
Other Services & Charges	$ 65,300.00	$ 89,450.00
Total	$ 292,097.00	$ 243,564.00
HUMAN RESOURCES		
Personnel Services	$ 124,281.00	$ 128,900.00
Supplies	$ 3,700.00	$ 3,700.00
Other Services & Charges	$ 10,700.00	$ 10,250.00
Capital Outlay	$ -	$ 200.00
Total	$ 138,681.00	$ 143,050.00
ELECTIONS		
Supplies	$ 1,500.00	$ -
Other Services & Charges	$ 14,500.00	$ -
Total	$ 16,000.00	$ -
CITY CLERK		
Personnel Services	$ 227,766.00	$ 235,955.00
Supplies	$ 11,500.00	$ 11,500.00
Other Services & Charges	$ 18,104.00	$ 28,400.00
Capital Outlay	$ -	$ 1,600.00
Total	$ 257,370.00	$ 277,455.00

FINANCE				
Personnel Services	$	190,580.00	$	180,775.00
Supplies	$	1,500.00	$	1,050.00
Capital Outlay	$	-	$	2,000.00
Total	$	192,080.00	$	183,825.00
CITY ATTORNEY				
Other Services & Charges	$	120,000.00	$	105,000.00
Total	$	120,000.00	$	105,000.00
BUILDING & PLANNING				
Personnel Services	$	243,810.00	$	294,077.00
Supplies	$	10,000.00	$	10,000.00
Other Services & Charges	$	56,760.00	$	30,060.00
Capital Outlay	$	-	$	3,000.00
Total	$	310,570.00	$	337,137.00
GENERAL EXPENSES & FACILITIES				
Supplies	$	13,000.00	$	16,000.00
Other Services & Charges	$	519,600.00	$	540,200.00
Capital Outlay	$	14,500.00	$	10,500.00
Total	$	547,100.00	$	566,700.00
GRANTS & PROJECTS ADMIN				
Personnel Services	$	-	$	134,948.00
Supplies	$	-	$	1,000.00
Other Services & Charges	$	-	$	3,320.00
Capital Outlay	$	-	$	2,500.00
Total	$	-	$	141,768.00
POLICE DEPARTMENT				
Personnel Services	$	2,820,469.00	$	2,762,195.00
Supplies	$	190,000.00	$	203,500.00
Other Services & Charges	$	163,350.00	$	160,900.00
Capital Outlay	$	231,415.00	$	13,792.00
Debt Service	$	75,100.00	$	63,976.00
Total	$	3,480,334.00	$	3,204,363.00
FIRE DEPARTMENT				
Personnel Services	$	2,167,129.00	$	2,232,040.00
Supplies	$	67,867.00	$	62,867.00
Other Services & Charges	$	113,920.00	$	104,250.00
Capital Outlay	$	6,000.00	$	6,000.00
Total	$	2,354,916.00	$	2,405,157.00
RECREATION DEPARTMENT				
Personnel Services	$	272,919.00	$	311,184.00
Supplies	$	37,700.00	$	44,500.00
Other Services & Charges	$	85,900.00	$	97,250.00
Capital Outlay	$	-	$	-
Total	$	396,519.00	$	452,934.00
STREETS				
Supplies	$	50,000.00	$	70,000.00
Other Services & Charges	$	152,000.00	$	163,000.00
Capital Outlay	$	15,000.00	$	45,000.00
Total	$	217,000.00	$	278,000.00
MAINTENANCE				
Personnel Services	$	205,708.00	$	208,480.00
Supplies	$	14,900.00	$	19,900.00
Other Services & Charges	$	2,830.00	$	6,150.00
Capital Outlay	$	-	$	-
Total	$	223,438.00	$	234,530.00
PUBLIC SAFETY				
Unappropriated	$	-	$	-
Total	$	-	$	-
INTERFUND TRANSFERS				
Transfer to Other Funds	$	791,839.00	$	795,982.00
Transfer to Health Benefit Fund	$	-	$	250,000.00
Total	$	791,839.00	$	1,045,982.00
TOTAL EXPENDITURES	$	9,717,909.00	$	10,067,847.00
YEAR END BALANCE	$	958,534.00	$	1,024,641.00
BALANCE	$	10,676,443.00	$	11,092,488.00

MS DEVELOPMENT BANK KATRINA LOAN FUND: FUND 007 (Original issue $2.5 million)

REVENUE				
Balance at beginning of year	$	309.95	$	310.00
Transfer from General Fund	$	277,854.00	$	279,229.00
Total available cash and anticipated revenue	$	278,163.95	$	279,539.00
EXPENDITURES				
Annual Fees	$	1,200.00	$	1,200.00
Ms Dev Katrina Loan - Debt Service	$	276,654.00	$	278,029.00
TOTAL EXPENDITURES	$	277,854.00	$	279,229.00
YEAR END BALANCE	$	309.95	$	310.00
BALANCE	$	278,163.95	$	279,539.00

TRANSPORTATION ENHANCEMENT - DOWNTOWN: FUND 13

REVENUE				
Balance at beginning of year	$	(29,555.01)	$	13,631.67
Grant	$	84,158.13	$	40,971.45
Transfer from General Fund	$	-	$	-
Total available cash and anticipated revenue	$	54,603.12	$	54,603.12
EXPENDITURES				
Capital Outlay	$	54,603.12	$	54,603.12
TOTAL EXPENDITURES	$	54,603.12	$	54,603.12
YEAR END BALANCE	$	-	$	-
BALANCE	$	54,603.12	$	54,603.12

ALLEN ROAD WIDENING: FUND 20

REVENUES				
Balance at beginning of year	$	(744,218.40)	$	31,890.00
MDOT Reimbursements	$	6,438.40	$	14,434.00
Interlocal Funding (JCBS)	$	-	$	-
CAP Loan	$	995,980.00	$	-
Transfer from General Fund	$	-	$	-
Total available cash and anticipated revenue	$	258,200.00	$	46,324.00
EXPENDITURES				
Other Services & Charges	$	-	$	-
Debt Service	$	61,000.00	$	46,324.00
TOTAL EXPENDITURES	$	61,000.00	$	46,324.00
YEAR END BALANCE	$	197,200.00	$	-
BALANCE	$	258,200.00	$	46,324.00

MDOT SAFE ROUTES TO SCHOOL: FUND 29

REVENUES				
Balance at beginning of year	$	21,556.50	$	(36,558.55)
MDOT Reimbursements	$	173,216.00	$	59,938.88
Transfer from General Fund	$	-	$	-
Total available cash and anticipated revenue	$	194,772.50	$	23,380.33
EXPENDITURES				
Street Improvements (Sidewalks)	$	194,772.50	$	23,380.33
TOTAL EXPENDITURES	$	194,772.50	$	23,380.33
YEAR END BALANCE	$	-	$	-
BALANCE	$	194,772.50	$	23,380.33

USFW CITY PARK BOAT LAUNCH0 : FUND 50

REVENUES				
Balance at beginning of year	$	-	$	(90,836.53)
Grant	$	190,310.00	$	169,610.00
Transfer from Tidelands Grant	$	65,300.00	$	99,518.00
Total available cash and anticipated revenue	$	255,610.00	$	178,291.47
EXPENDITURES				
Capital Outlay	$	255,610.00	$	178,291.47
TOTAL EXPENDITURES	$	255,610.00	$	178,291.47
YEAR END BALANCE	$	-	$	-
BALANCE	$	255,610.00	$	178,291.47

MARTIN BLUFF ROAD PROJECT: FUND 128

REVENUES				
Balance at beginning of year	$	232,012.64	$	102,012.64
Total available cash and anticipated revenue	$	232,012.64	$	102,012.64
EXPENDITURES				
Capital Outlay	$	130,000.00	$	102,012.64
Transfer to General Fund	$	100,000.00	$	-
TOTAL EXPENDITURES	$	230,000.00	$	102,012.64
YEAR END BALANCE	$	2,012.64	$	-
BALANCE	$	232,012.64	$	102,012.64

$7M CAPITAL IMPROVEMENT BOND ISSUE - FUND 130

REVENUES				
Balance at beginning of year	$	193,141.37	$	286,500.00
Interest	$	1,200.00	$	1,200.00
MDOT Reimbursements	$	1,537,940.07	$	3,611,043.21
Transfer from GF Debt Service	$	508,119.00	$	502,319.00
Total available cash and anticipated revenue	$	2,240,400.44	$	4,401,062.21
EXPENDITURES				
Annual Bond Fees	$	2,200.00	$	2,200.00
Annual Bond Payment - Debt Service	$	505,919.00	$	501,318.76
Capital Improvements	$	1,731,011.25	$	3,897,543.45
Transfer to General Fund				
TOTAL EXPENDITURES	$	2,239,130.25	$	4,401,062.21
YEAR END BALANCE	$	1,270.19	$	-
BALANCE	$	2,240,400.44	$	4,401,062.21

U S JUSTICE EQUITABLE SHARING: FUND 157

REVENUES				
Balance at beginning of year	$	397,099.00	$	423,959.65
Assets Forfeited	$	-	$	-
Total available cash and anticipated revenue	$	397,099.00	$	423,959.65
EXPENDITURES				
Capital Outlay	$	-	$	50,000.00
TOTAL EXPENDITURES	$	-	$	50,000.00
YEAR END BALANCE	$	397,099.00	$	373,959.65
BALANCE	$	397,099.00	$	423,959.65

FIRE PROTECTION FUND: FUND 160

REVENUES				
Balance at beginning of year	$	281,311.42	$	277,000.00
Fire Insurance Rebate	$	110,000.00	$	100,000.00
MS Code Rebate	$	3,100.00	$	3,000.00
Loan Proceeds	$	430,000.00	$	-
Total available cash and anticipated revenue	$	824,411.42	$	380,000.00
EXPENDITURES				
Other Services & Charges	$	12,527.68	$	13,131.85
Capital Outlay	$	495,000.00	$	62,000.00
Debt Service	$	17,750.00	$	120,504.00
Transfer to Fund 161				
TOTAL EXPENDITURES	$	525,277.68	$	195,635.85
YEAR END BALANCE	$	299,133.74	$	184,364.15
BALANCE	$	824,411.42	$	380,000.00

TIDELANDS GRANT FUND - FUND 171

REVENUES				
Balance at beginning of year	$	(144,233.01)	$	(81,532.55)
Grant: Public Access	$	569,848.67	$	377,780.65
Grant: Town Center	$	419,284.97	$	336,016.64
Total available cash and anticipated revenue	$	844,900.63	$	632,264.74
EXPENDITURES				
Capital Outlay: City Park-Town Commons	$	226,109.95	$	167,165.33
Capital Outlay: Graveline Bayou	$	50,000.00	$	33,050.00
Capital Outlay: Shepard State Park	$	503,490.68	$	232,531.41
Captial Outlay: Mary Walker Bayou Parks	$	-	$	100,000.00
Trans to other Grants: Fund 50	$	65,300.00	$	99,518.00
TOTAL EXPENDITURES	$	844,900.63	$	632,264.74
YEAR END BALANCE	$	-	$	-
BALANCE	$	844,900.63	$	632,264.74

LIBRARY SUPPORT FUND: FUND 172

REVENUES				
Balance at Beginning of Year	$	-	$	-
Amount to be raised by tax levy	$	108,639.00	$	109,578.00
Total available cash and anticipated revenue	$	108,639.00	$	109,578.00
EXPENDITURES				
Other Services & Charges	$	108,639.00	$	109,578.00
TOTAL EXPENDITURES	$	108,639.00	$	109,578.00
YEAR END BALANCE	$	-	$	-
BALANCE	$	108,639.00	$	109,578.00

SHEPARD STATE PARK: FUND 176

REVENUES				
Balance at beginning of year	$	49,600.00	$	45,000.00
Other Revenue	$	9,000.00	$	500.00
Camping Fees	$	82,000.00	$	85,000.00
Admission Fees/Day Use	$	3,400.00	$	4,000.00
Total available cash and anticipated revenue	$	144,000.00	$	134,500.00
EXPENDITURES				
Personnel Services	$	30,678.00	$	36,723.00
Supplies	$	36,850.00	$	16,000.00
Other Services & Charges	$	55,400.00	$	54,700.00
Capital Outlay	$	1,200.00	$	17,200.00
TOTAL EXPENDITURES	$	124,128.00	$	124,623.00
YEAR END BALANCE	$	19,872.00	$	9,877.00
BALANCE	$	144,000.00	$	134,500.00

USDA-NRCS EMERGENCY WATERSHED: Fund 300

REVENUES				
Balance at beginning of year	$	-	$	178,387.00
Grant	$	486,453.00	$	486,453.00
JCBS Interlocal Funds	$	192,537.00	$	-
Total available cash and anticipated revenue	$	678,990.00	$	664,840.00
EXPENDITURES				
Other Services & Charges	$	678,990.00	$	664,840.00
TOTAL EXPENDITURES	$	678,990.00	$	664,840.00
YEAR END BALANCE	$	-	$	-
BALANCE	$	678,990.00	$	664,840.00

ELEVATED WATER TANK: FUND 350

REVENUES				
Balance at beginning of year	$	-	$	-
Development Infrastructure Program Funds	$	-	$	350,000.00
CAP Loan Proceeds	$	-	$	736,500.00
Transfer from Enterprise Fund	$	-	$	36,000.00
Total available cash and anticipated revenue	$	-	$	1,122,500.00
EXPENDITURES				
Other Services & Charges	$	-	$	152,500.00
Capital Outlay	$	-	$	970,000.00
TOTAL EXPENDITURES	$	-	$	1,122,500.00
YEAR END BALANCE	$	-	$	-
BALANCE	$	-	$	1,122,500.00

BEMIS SEWER PROJECT: FUND 351

REVENUES				
Balance at beginning of year	$	-	$	-
CDBG Grant Funds	$	-	$	600,000.00
Transfer from Other Funds	$	-	$	600,000.00
Total available cash and anticipated revenue	$	-	$	1,200,000.00
EXPENDITURES				
Other Services & Charges	$	-	$	112,400.00
Capital Outlay	$	-	$	1,087,600.00
TOTAL EXPENDITURES	$	-	$	1,200,000.00
YEAR END BALANCE	$	-	$	-
BALANCE	$	-	$	1,200,000.00

WATER AND SEWER UTILITY FUND: FUND 400

REVENUES				
Water Sales	$	4,082,434.00	$	3,713,534.00
Sewer Sales	$	1,749,221.00	$	1,935,704.00
Wastewater Treatment Collections	$	2,185,740.00	$	2,094,280.00
Capacity Fee	$	-	$	564,300.00
Service Connections	$	75,000.00	$	75,000.00
Inspection Fees	$	500.00	$	-
Miscellaneous	$	561,000.00	$	561,000.00
Transfer from Solid Waste Fund	$	-	$	-
Total Revenue from All Sources	$	8,653,895.00	$	8,943,818.00
Balance at Beginning of Year	$	400,000.00	$	1,400,000.00
Total available cash and anticipated revenue	$	9,053,895.00	$	10,343,818.00
EXPENDITURES				
WATER & SEWER - ADMINISTRATION				
Personnel Services	$	-	$	249,133.00
Supplies	$	-	$	15,000.00
Other Services & Charges	$	2,621,143.00	$	2,537,643.00
Capital Outlay	$	-	$	4,000.00
Total Water & Sewer	$	2,621,143.00	$	2,805,776.00
WATER & SEWER - OPERATION & MAINTENANCE				
Supplies	$	238,000.00	$	315,000.00
Other Services & Charges	$	2,556,216.00	$	2,490,884.00
Capital Outlay	$	200,000.00	$	150,000.00
Total Water & Sewer	$	2,994,216.00	$	2,955,884.00
OTHER				
Debt Service	$	2,477,584.00	$	2,476,684.00
Contingency Fund	$	-	$	200,000.00
Transfer to General Fund	$	200,000.00	$	500,000.00
Transfer to Fund 350	$	-	$	36,000.00
Total Other	$	2,677,584.00	$	3,212,684.00
TOTAL EXPENDITURES	$	8,292,943.00	$	8,974,344.00
YEAR END BALANCE	$	760,952.00	$	1,369,474.00
BALANCE	$	9,053,895.00	$	10,343,818.00

SOLID WASTE FUND: FUND 404

REVENUES				
Balance at beginning of year	$	78,000.00	$	21,000.00
Garbage Collection Fees	$	1,260,000.00	$	1,284,000.00
Total available cash and anticipated revenue	$	1,338,000.00	$	1,305,000.00
EXPENDITURES				
Other Services and Charges	$	1,010,000.00	$	1,005,000.00
Transfer to General Fund	$	316,500.00	$	300,000.00
Transfer to Enterprise Fund	$	-	$	-
TOTAL EXPENDITURES	$	1,326,500.00	$	1,305,000.00
YEAR END BALANCE	$	11,500.00	$	-
BALANCE	$	1,338,000.00	$	1,305,000.00

EPA BROWNFIELDS ASSESSMENT GRANT: FUND 409

REVENUES				
Balance at Beginning of Year	$	(64,550.00)	$	-
Grant	$	288,249.85	$	7,693.90
Total available cash and anticipated revenue	$	223,699.85	$	7,693.90
EXPENDITURES				
Personnel Services	$	20,045.00	$	-
Supplies	$	333.52	$	-
Other Services & Charges	$	203,321.33	$	7,693.90
TOTAL EXPENDITURES	$	223,699.85	$	7,693.90
YEAR END BALANCE	$	-	$	-
BALANCE	$	223,699.85	$	7,693.90

MSB - WATER IONIZATION PROJECT: FUND 421

REVENUES				
Balance at beginning of year	$	141,813.04	$	55,131.74
Loan Proceeds	$	-	$	-
Total available cash and anticipated revenue	$	141,813.04	$	55,131.74
EXPENDITURES				
Capital Outlay	$	141,813.04	$	55,131.74
TOTAL EXPENDITURES	$	141,813.04	$	55,131.74
YEAR END BALANCE	$	-	$	-
BALANCE	$	141,813.04	$	55,131.74

RESERVE FUND: 2012 GUD BOND REFINANCE: FUND 495

REVENUES				
Balance at Beginning of Year	$	486,716.00	$	486,716.00
Miscellaneous - Interest	$	700.00	$	1,000.00
Total available cash and anticipated revenue	$	487,416.00	$	487,716.00
EXPENDITURES				
Other Services and Charges	$	-	$	-
TOTAL EXPENDITURES	$	-	$	-
YEAR END BALANCE	$	487,416.00	$	487,716.00
BALANCE	$	487,416.00	$	487,716.00

GUD BOND ESCROW FUND 602 - RESTRICTED DEBT SERVICE

REVENUES				
Cash at Beginning of Year	$	823,458.00	$	825,500.00
Miscellaneous - Interest	$	1,000.00	$	1,000.00
Transfers from Enterprise Fund	$	1,398,200.00	$	1,396,350.00
Total available cash and anticipated revenue	$	2,222,658.00	$	2,222,850.00
EXPENDITURES				
Bonds Payable	$	1,398,200.00	$	1,396,350.00
TOTAL EXPENDITURES	$	1,398,200.00	$	1,396,350.00
YEAR END BALANCE	$	824,458.00	$	826,500.00
BALANCE	$	2,222,658.00	$	2,222,850.00

Councilwoman Martin made the motion to recess until September 19, 2017 at 6:30pm.

Councilman Jackson seconded the motion and the vote unanimously carried.

APPROVED BY:

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MAYOR

ATTEST:

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CITY CLERK

Submitted for approval of the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 19, 2017.

CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
September 19, 2017

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES: