

AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
October 3, 2017 @ 6:30 PM

I. Call to Order

- 1. Prayer**
- 2. Pledge of Allegiance**

II. Agenda Order Approval

III. Announcements

- 1. City of Gautier 2nd Saturday Farmers Market October 14, 2017 8:00 A.M. - 12:00 P.M.**
- 2. 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.**
- 3. Mississippi Masterpieces Art and Songwriting Contest.**
- 4. 2017 Gautier Mullet and Music Fest Saturday, October 21, 2017 9:00 A.M. - 9:00 P.M.**
- 5. Office close on November 10th in observance of Veterans Day.**

IV. Presentation Agenda

- 1. Domestic Violence Awareness Month Proclamation presentation.**
- 2. Down Syndrome Awareness Month Proclamation presentation.**

V. Business Agenda

1. Authorization and Creation of the Gautier Mayor's Youth Council.

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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2. Approval of 2017 Gautier Mullet & Music Fest Limited Use Agreement and Sponsorship.

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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3. Approval of Preliminary Engineering Services Contract with Michael Baker International (formerly the LPA Group, Inc.) for the Martin Bluff Roadway Widening and Improvements Project (STP-9194-00(001)LPA/105069-811000).

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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4. Approval of revisions to the FY2017 Comprehensive Fee Schedule.

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

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

1. Authorization for LPA Representation on MDOT College Park Elementary Safe Routes to School Project.

2. Acceptance of a Certificate of Attendance from the Mississippi Municipal Court Clerk Conference for Donna Davis, Gautier Municipal Court Clerk.

3. Resolution removing office equipment from police department inventory and declaring equipment surplus.

4. Resolution removing a Police Department vehicle from inventory, insurance and authorize vehicle to be used for parts until such time as it can be deemed surplus.

5. **Approval and authorization to pay business landlord moving expenses and searching expenses totaling \$2,770.00 to Warren A. Powell for the Martin Bluff Road Widening Project STP-9194-00(001) LPA/105069-801000.**
6. **Authorization for the 2017 Mullet & Music Fest to have a Fire Works Display.**
7. **Approval to accept monetary donations for The City of Gautier's Cruisin' Through the Decades Event**
8. **Authorization to accept a donation and authority to enter into agreement with M&M for Mississippi Masterpieces Art and Songwriting Contest.**
9. **Authorization for 2017 Gautier Mullet & Music Fest In-kind services.**
10. **Resolution of the City of Gautier requesting Jackson County Board of Supervisors authorize the use of the Gautier Convention Center on October 27, 2017.**
11. **Authorization to accept a Mississippi Gulf Coast National Heritage Area Program Grant for Shepard State Park Historic Log Cabin Welcome Center Project.**
12. **Approval of minutes from Recessed Council Meeting held September 19, 2017.**
13. **Authorization of City Petty Cash Fund.**

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 October 17, 2017 @ 6:30 P.M.

www.gautier-ms.gov

**CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
October 3, 2017**

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. City of Gautier's 2nd Saturday Farmers Market October 14th 8:00 A.M. - 12:00 P.M.
2. 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.
3. Mississippi Masterpieces Art and Songwriting Contest.
4. 2017 Gautier Mullet and Music Fest Saturday, October 21, 2017 9:00 A.M. – 9:00 P.M.
5. Office closed Friday, November 10, 2017 in observance of Veterans Day.

NOTES:



Nature's Playground

2nd Saturday



Farmers MARKET



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



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.

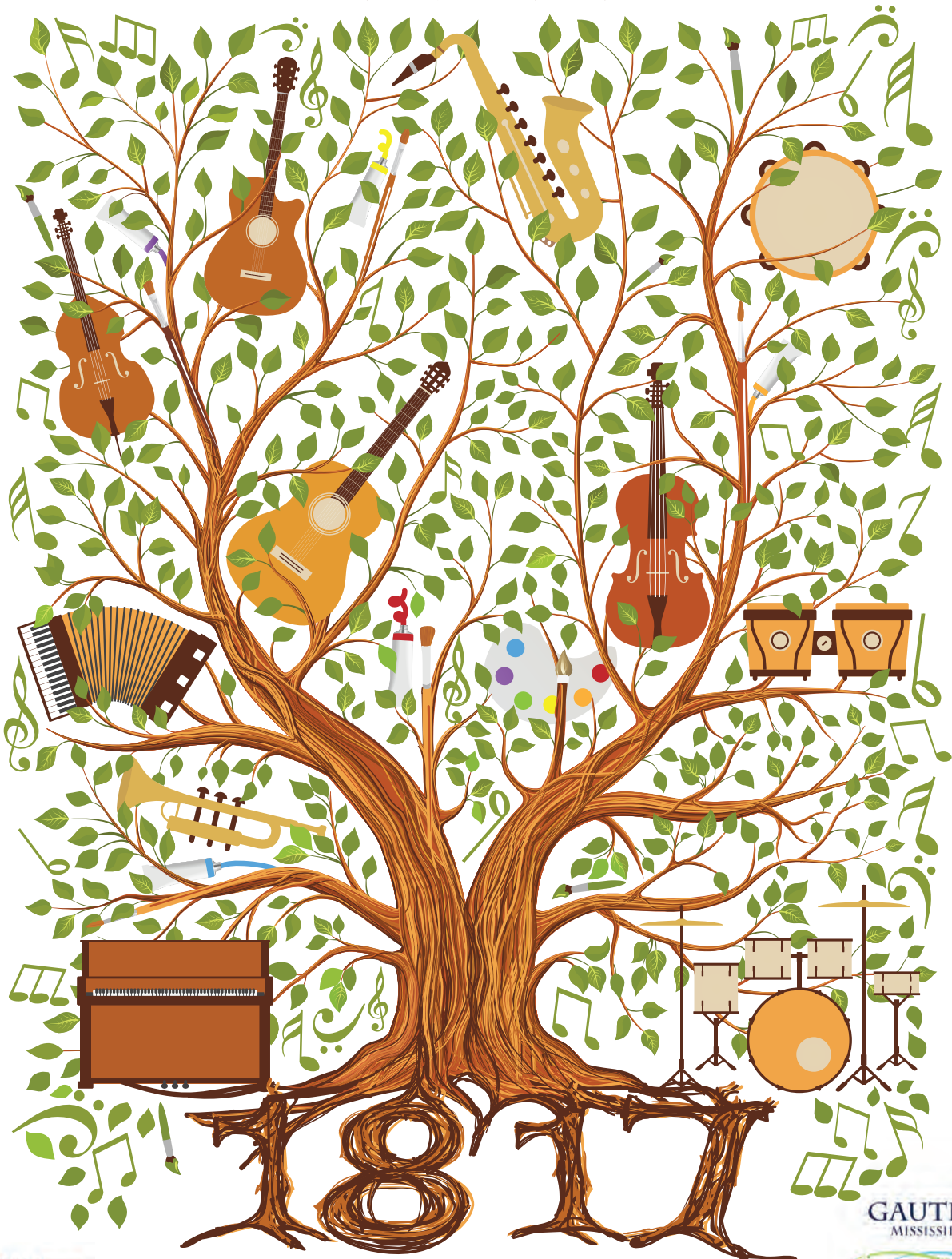


in partnership with



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.



Nature's Playground

MississippiHumanities

27TH ANNUAL GAUTIER

Mullet & Music Fest

FEATURING
COUNTRY MUSIC LEGEND

Ronnie McDowell

7PM - 9PM

WASTE PRO • BUDWEISER MAIN STAGE

KRISTIAN COWART AMANDA JONES BAND
HIGHWAY SISTERS SMOKING MULLETT BAND
FEATURING MS SONGWRITERS

KEESLER COMMUNITY STAGE

RAZOO UNPLUGGED MIKE MOSS DANA WOODS
DEUKES WILD LIVE TEDDY BAXTER ROBERT JOSEPHS
THE BEACHCOMERS TOMMY CRAWFORD CARL EDWARDS



THANKS
TO OUR SPONSORS

WASTE PRO
Caring for Our Communities

BUD LIGHT

GAUTIER
Mullet & Music Fest
Sponsor

JACKSON
MISSISSIPPI
Sponsor

9AM - 9PM FREE ADMISSION
DOLPHIN DRIVE NORTH GAUTIER, MS

OCT 21

**CAR & TRUCK
SHOW**



BICENTENNIAL
COSTUME CONTEST

FIREWORKS

@ 9PM BRING A BLANKET & CHAIRS

**Glo Stick
DISCO
PARTY**

7PM - 9PM
CHILDREN 12 & UNDER

O'Reilly
AUTO PARTS

GUERRILLAWRAPS
SIGNS • GRAPHICS • 228-357-8258

BURNHAM
100 Years

**KEESLER FEDERAL
CREDIT UNION**

AZTECAS
Restaurant & Cantina

**Ingalls
Shipbuilding**

Chevron

**M&M
BANK**

MISSISSIPPI RIVER SERVICES
REGIONAL RV

Indian Point RV Resort
Fosters Heating and Air
Southern Pest Control
Towe & Country Vet

Gautier Family Dental
Formal Affair
Jarry Lee's

Huck's Cove
The Peoples Bank
Coldwell Banker

FOR MORE INFORMATION CONTACT JAN 228-215-0828 GAUTIERMULLETFEST@GMAIL.COM FACEBOOK.COM/GAUTIERMULLETFEST

STATE OF MISSISSIPPI

Office of the Governor



PROCLAMATION

WHEREAS, under the provisions of Miss. Code Ann. Section 3-3-7(1), Veterans Day is declared a legal holiday in the State of Mississippi; and

WHEREAS, Veterans Day annually falls on November 11, which is a Saturday this year; and

WHEREAS, the Veterans Day holiday will be observed by the Federal Government by closing offices on Friday, November 10:

NOW, THEREFORE, I, Phil Bryant, Governor of the State of Mississippi, pursuant to the authority vested in me under the Constitution and laws of the State of Mississippi, do hereby authorize the executive officers of all state agencies, in their discretion after considering the interests of the people of the State of Mississippi and the staffing needs of their respective agencies, to close all offices of the State of Mississippi on Friday, November 10, 2017, in further observance of Veterans Day.

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



DONE at the Capitol, in the City of Jackson, this the 18th day of September, in the year of our Lord two thousand and seventeen, and in the two hundred and forty-second year of the Independence of the United States of America.

A blue ink signature of Phil Bryant, written in a cursive style.

**PHIL BRYANT
GOVERNOR**

BY THE GOVERNOR

A blue ink signature of C. Delbert Hosemann, Jr., written in a cursive style.

**C. DELBERT HOSEMAN, JR.
SECRETARY OF STATE**

**CITY OF GAUTIER, MISSISSIPPI
PRESENTATION AGENDA
October 3, 2017**

ITEM DESCRIPTION:

PRESENTATION AGENDA

1. Domestic Violence Awareness Month Proclamation presentation.
2. Down Syndrome Awareness Month Proclamation presentation.

NOTES:

**PROCLAMATION
DOMESTIC VIOLENCE AWARENESS MONTH**

WHEREAS, violence against women and children continues to become more prevalent as a social problem due to the imbalance of power due to gender and age; and

WHEREAS, the problems of domestic violence are not confined to any group or groups of people but cross all economic, racial, and societal barriers; and supported by societal indifference; and

WHEREAS, the problems of domestic violence violates an individual's privacy, dignity, security, and humanity, due to systemic use of physical, emotional, sexual, psychological and economic control and/or abuse; and

WHEREAS, it is fitting to set aside a special time to bring this issue to the attention of all Mississippians so they can become better informed and involved in programs to eliminate this epidemic from our society; and

WHEREAS, the impact of domestic violence is wide ranging directly affecting women, men and children and society as a whole; and

WHEREAS, it is domestic violence victims themselves who have been in the forefront of efforts to bring peace and equality to the home;

NOW, THEREFORE, BE IT RESOLVED that the Mayor of the City of Gautier, Mississippi does hereby proclaim the month of October, 2017 as:

DOMESTIC VIOLENCE AWARENESS MONTH

And encourage the citizens of our area to observe this month by joining friends, fellow employees and school, religious, and civic groups in projects that will benefit our community in the fight to stop DOMESTIC VIOLENCE.

IN TESTIMONY WHEREOF, I have hereunto affixed the seal of the City of Gautier on this the 3rd day of October, 2017.

Signed _____
Phil Torjusen, Mayor

Clerk





Building a Bridge to a Brighter Future
...One Family at a Time

Down Syndrome Awareness Month Proclamation

WHEREAS, approximately one in every 700 babies born in the United States each year has the genetic disorder known as Down Syndrome and about 250,000 people in the United States have Down syndrome; and

WHEREAS, parents, family members, professional and self-advocates support the mission of the National Down Syndrome Society and the local Gulf Coast Down Syndrome Society to ensure that individuals with Down Syndrome are valued, included and live fulfilling lives; and

WHEREAS, the designation of **October as Down Syndrome Awareness Month** will be celebrated by the Gulf Coast Down Syndrome Society at the annual Buddy Walk on October 21, 2017 at the Gulfport Sportsplex and

WHEREAS, we celebrate the potential, accomplishments and contributions of individuals with Down syndrome

FURTHER, we encourage all cities/counties and its residents to support the Gulf Coast Down Syndrome Society in the work they do with families, schools, healthcare professionals and governments to support families, create opportunities, raise awareness, advocacy as well as education and activities for all these very valuable members of our community.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the Seal of the City of Gautier, Mississippi to be affixed on this 3rd day of October, 2017.



Signed: _____
Phil Torjusen, Mayor

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

Council Meeting:
Title:

**October 3, 2017
Authorization and Creation of the Gautier Mayor's
Youth Council**

Introduced by:
Contact Person/Telephone

April Havens 497-8000 ext. 315

Summary Explanation: Authorization and creation of a Gautier Mayor's Youth Council to assist with civic projects and provide input to the Gautier City Council pertaining to youth issues.

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

RESOLUTION OF THE CITY OF GAUTIER, MISSISSIPPI AUTHORIZING AND CREATING A GAUTIER MAYOR'S YOUTH COUNCIL TO ASSIST WITH CIVIC PROJECTS AND PROVIDE INPUT TO THE GAUTIER CITY COUNCIL PERTAINING TO YOUTH ISSUES

WHEREAS, the Mayor and Members of the Council have determined that the creation of a Gautier Mayor's Youth Council is in the best interest of the City of Gautier.

BE IT RESOLVED, by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City of Gautier is hereby authorized to create a Gautier Mayor's Youth Council to assist with civic projects and provide input to the Gautier City Council pertaining to youth issues.

WHEREAS, this year's youth council will be selected and appointed after interview with the mayor and staff. The members of the first youth council are as follows: Ronald Myers, Jodi Crabtree, Annie Perkins, Caroline Smith, Eriana Peyton, Skye Hawkins, Connor Tingle, Brandon Bonds, Miranda Dunnigan, Jake Franks, Breanna Lambert, Taylor McVeay, Adriana Pitts, Madison Thompson, and Kayla Triche.

WHEREAS, next year's youth council members will be selected by the outgoing youth council after application and interview.

WHEREAS, 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 October 3, 2017.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 09/26/2017
Subject: Authorization and Creation of the Gautier Mayor's Youth Council.

REQUEST:

The Executive Department requests that City Council authorize and create a Gautier Mayor's Youth Council to assist with civic projects and provide input to the Gautier City Council pertaining to youth issues.

BACKGROUND:

Many cities within the state of Mississippi have created mayor's youth councils in effort to engage the youth in their area. Ocean Springs, Pascagoula, and Moss Point also have established councils. At the request of Mayor Phil Torjusen, city staff researched the process for creating youth councils, created the necessary forms, and accepted applications for the inaugural GMYC. After interviews with Mayor Torjusen and other City Hall staff, 15 students from Gautier High School and Resurrection Catholic School were chosen. The City Manager has budgeted \$3,000 in FY2018 to fund this city project.

DISCUSSION:

The Gautier Mayor's Youth Council will meet twice a month, volunteer at City events and functions, advise the Gautier City Council on issues affecting local youth, organize and execute their own city-approved events geared toward youth, and more. The GMYC's mission is to help the City better engage its youth.

RECOMMENDATION:

The Executive Department requests that City Council authorize and create a Gautier Mayor's Youth Council to assist with civic projects and provide input to the Gautier City Council pertaining to youth issues.

The City Council may:

- 1) Authorize and create a Gautier Mayor's Youth Council as presented; or
- 2) Not authorize and create a Gautier Mayor's Youth Council.

ATTACHMENTS:

1. GMYC General Information



Gautier Mayor's Youth Council General Information

Mission

The GMYC provides youth with opportunities for personal growth and leadership development by encouraging an active role in community-sponsored activities and volunteer work. GMYC members organize and participate in events that improve our city and unite all age groups.

Membership Requirements

Each member will be required to:

- Complete a team building retreat to become more familiar with other GMYC members and the mission of the Council.
- Take the oath of office pledging to support the GMYC mission and adhere to the code of conduct.
- Complete ten (10) hours of community service per semester (must be documented).
- Attend at least two (2) Gautier City Council meetings throughout the year.
- GMYC membership terms are one (1) year. Succession is not mandatory or automatic.
- To remain a member, students cannot have more than three (3) unexcused absences from monthly meetings.

Leadership Team

President: Leads the organization, presides over meetings, and helps create the agenda. Presents semi-annual reports to the Gautier City Council on GMYC service projects, leadership training, projects, etc. Chairs the Fundraising Committee.

Vice President: Serves as a second in command and fills in during the president's absence. Responsible for creating semi-annual Gautier City Council reports. Chairs the Social Committee.

Secretary: Keeps the minutes, records attendance of each GMYC meeting, and posts the minutes to the Facebook page. Chairs the Communication Committee.

Outreach Coordinator: Responsible for coordinating and finding volunteer opportunities for GMYC. Takes pictures and/or videos and documents all GMYC events. Chairs the Volunteer Committee.

GMYC Committees

Each GMYC member must serve on at least one committee.

Fundraising: Responsible for fundraising activities and events that benefit the community and the GMYC's mission and goals.

Social: Responsible for coordinating, planning, and organizing social events, including the end-of-year banquet.

Communication: Responsible for media relations, marketing, and public relations.

Volunteer: Responsible for identifying, coordinating, planning, and organizing community service events. Must identify or plan one community service project to be available to the GMYC each month.

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

Council Meeting:
Title:

**October 3, 2017
Approval of 2017 Gautier Mullet & Music Fest
Limited Use Agreement and Sponsorship**

Introduced by:
Contact Person/Telephone

Chassity Bilbo 497-8000 ext. 317

Summary Explanation: Approval of a sponsorship in the amount of \$_____ for the 2017 Gautier Mullet & Music Fest, and approval of a limited use agreement for the Singing River Mall site in support of the annual festival. This event is an economic development tool to bring favorable notice, opportunities, possibilities and resources to 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

WHEREAS the Mayor and Members of the Council have determined that the sponsorship of the 2017 Gautier Mullet & Music Fest is an economic development tool to bring favorable notice, opportunities, possibilities and resources to the City of Gautier.

WHEREAS, in the judgment of the Council, the sponsorship will be helpful toward advancing the moral, financial and other interests of the City.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the sponsorship in the amount of \$_____ is hereby approved.

IT IS FURTHER ORDERED that, as an additional form of sponsorship, the Singing River Mall Site, currently leased by the City, will be made available as the location for the 2017 Gautier Mullet & Music Fest pursuant to the attached Limited Use Agreement.

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 October 3, 2017.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 09/26/2017
Subject: Approval of 2017 Gautier Mullet & Music Fest Limited Use Agreement and Sponsorship

REQUEST:

City Staff requests City Council authorization for a sponsorship in the amount of _____ and approval of a limited use agreement for the Singing River Mall site for the 2017 Gautier Mullet & Music Fest in support of the annual festival.

BACKGROUND:

The 27th Annual Gautier Mullet and Music Fest will be held on Saturday, October 21st. The free event features arts and craft vendors, live entertainment, heritage and educational displays, a children's area, classic cars, food booths, a glow stick disco party, fireworks, and the Mullet Toss. The City of Gautier also provides in-kind support services through the Parks and Recreation Division and the Police Department for security, traffic control, set-up, and logistics.

DISCUSSION:

The City recognizes that family events provide a "special sense of place" and bring residents and a growing number of visitors to Gautier each year. The winning entry for the festival's annual poster contest will be used for the official festival t-shirt design and promotional materials.

Gautier Council entered into a lease agreement with Singing River, LLC in exchange for grass cutting and maintenance. The City of Gautier intends to utilize the leased space for community events until the property is developed. The proposed mall site would eliminate the closure of Dolphin Rd. and William Payne and will provide parking needed for the annual festival.

RECOMMENDATION:

The Recreation Department has determined that it is in the best interest of the City to provide sponsorship and approval of a limited use agreement for the Singing River Mall site for the festival as this event is an economic tool that brings into favorable notices the opportunities, possibilities, and resources of the City of Gautier.

City Council may:

- 1) Approve a sponsorship in the amount of _____ and approve a limited use agreement for the Singing River Mall site for the 2017 Gautier Mullet & Music Fest as requested;
- 2) Approve a limited use agreement for the Singing River Mall site for the 2017 Gautier Mullet & Music Fest only; or
- 3) May decline sponsorship to the festival this year.

ATTACHMENTS:

1. Sponsorship Request
2. Special Event Request
3. Certificate of Liability Insurance



Saturday, October 21, 2017 — 9 a.m. to 9 p.m.

July 11, 2017

Paula Yancey
Gautier City Manager
3305 Gautier Vancleave Rd.
PO Box 670
Gautier, MS 39553

Dear Paula,

For 27 years, the annual **Gautier Mullet & Music Fest** has been a proud coastal community tradition. A **FREE** fun-filled family affair, the GMMF features some of the Gulf Coast's favorite entertainment, great food, local and regional arts and crafts, an array of children's activities and attractions, educational displays, the Classic Car & Truck Show, and of course, the traditional Mullet Toss Contest.

For our sponsors, the GMMF is a great opportunity for **extensive local and regional media coverage, advertising and exposure to the thousands of festival goers.**

Presented by Waste Pro and co-sponsored by **Mitchell Distributing & Budweiser**, the 2017 Gautier Mullet & Music Fest will feature **music artist Ronnie McDowell**, expanded coastal and festival food booths and a variety of new vendors. In connection with Mississippi's Bicentennial Celebration, a period clothing **Costume Contest** will be judged with prizes awarded.

- Continuous performances by live bands and artists will fill the **Budweiser Main Stage** with **Ronnie McDowell's "Tribute to Elvis"** - a Las Vegas level show - along with favorite bands on Saturday night.
- The **Keesler Federal Credit Union Community Stage** will host **local bands and talent** from our many school and community groups.
- The **McDonald's Children's Area** has been expanded and will offer Kid Master Express, Angela's Pony Rides, Bouncy Houses, a petting zoo and exciting new educational booths including the care and rescue of wildlife, reptiles and birds of prey. "Kids" of all ages can enjoy the return of db Rocks.

The Gautier Mullet and Music Fest promotes the City of Gautier as "Nature's Playground" through image beautification and tourism. The festival is sponsored by Gautier Pride - designated a **501(c)(3)** by the Internal Revenue Service making your contribution **100% tax deductible**. The festival is coordinated completely by volunteers with 100% of the proceeds going directly to the community to fund special city projects and improvements *without utilizing our tax dollars*.

The festival achieves its goals with the assistance of generous donations from you, our sponsors.

To maximize your media and advertising exposure, we REQUEST your verbal sponsorship commitment by August 31st. A sponsorship form is attached.

Please join us on Saturday, October 21, 2017. It is through our partnerships that we are able to carry on this proud community tradition and create a fun family fall event.

Kind Regards,

A handwritten signature in cursive script that reads "Ann Anderson".

Ann Anderson

GMMF Sponsorship Coordinator

228-249-8220

2017

SPONSORSHIP FORM



We appreciate your support! Please fill out the following information to be listed as a sponsor of the GMMF.

Sponsorship form and logo must be received by August 31, 2017 to ensure recognition on all promotional materials.

Sponsorship Information:

Name as you would like it to appear for recognition purposes: _____

Company Name: City of Gautier

Billing Address: _____

Physical Address: 3305 Gautier Vancleave Rd., PO Box 670

City, State & Zip Code: Gautier, MS 39553

Contact Name: Paula Yancey Contact Phone: _____

Contact E-mail: City Mgr.

Website: _____

Email LOGO in .PNG* format to gautiermulletfest@gmail.com with your company or organization's name in email subject line. Sponsorship form and logo must be received by August 31, 2017 to be included in any pre-event marketing your sponsor level may contain.

*We recommend a logo saved as a PNG (Portable Network Graphic) with a transparent background.

Sponsorship level: (Please select one)

☐ Presenting Sponsor (\$10,000 - \$5,000) ☐ Gold Sponsor (\$4,999 - \$1,000)

☐ Silver Sponsor (\$999 - \$500) ☐ Bronze Sponsor (\$499 - \$250) ☐ Friends of GMMF (\$200)

Payment Information

☐ Check # _____ enclosed for \$ _____

Make Check Payable to: Gautier Pride (with 'Mullet & Music Fest' in the memo)

Mailing Address:
PO Box 852
Gautier, MS 39553

Contact Info:
(228) 249-8220
gautiermulletfest@gmail.com

The Gautier Mullet & Music Fest is sponsored by Gautier Pride which is designated as a 501 (c) 3 by the Internal Revenue Service. All sponsorships are tax deductible.



CITY OF GAUTIER

SPECIAL EVENT PERMIT APPLICATION

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

(Please print or type all information below)

Event Information:

Date of Event 10/21/2017 Day or Week Saturday Starting Time 9:00 (AM/PM)

Ending Time: 9:00 AM/PM (M) Proposed Location of the Event: Dolphin Dr. Gautier, Ms

Describe the type of event to be conducted: Community Festival

Reason for Event, Demonstration or March:

Promoting Gautier

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

(Street)	(Direction Turn)	(Street)
1. <u>Dolphin Drive</u>	<u>North</u>	<u>to Gautier-Vancleave Rd</u>
2. <u>William Payne</u>	<u>East</u>	<u>to Roundabout</u>
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

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

Applicant Information:

Organization:

Name: Gautier Mullet & Music Festival Phone: (228) 215-0828

Address: PO Box 852, Gautier, Ms 39553

Type of Organization: Social Profit: ☒ Non-Profit Federal ID# _____
(Religious, Civic, Social, Etc.)

Individual Making Application for Organization:

Name: Jan McQuillen Phone (Home): (228) 627-1275

Address: 1209 Lagrange Dr. Phone (Work): ()

City: Gautier State: Ms Zip Code: 39553

Position with Organization: Chairman

Individual(s) Responsible for keeping order and maintenance:

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

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

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

Requirements of Applicant:

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

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

Applicant's Signature: Jan McQuillen Date: 7/11/17

FOR OFFICE USE ONLY

Date Rec'd: 7/11/17 Received By: Shirley Bay

Event has been: _____

Approved: _____ Disapproved: _____

Approval/Disapproval Authority: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

Fax: (228) 497-1038

DATE (MM/DD/YYYY)

09/26/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Beacon Insurance Services, Inc. 1009 Howard Avenue Biloxi, MS 39530 License #: 205172	CONTACT NAME:	Karleen Morgan	
		PHONE (A/C, No, Ext):	(228)374-0067	FAX (A/C, No):
		E-MAIL ADDRESS:	karleen@beaconins.biz	
		INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED	Gautier Mullet & Music Festival Inc Jan McQuillen PO BOX 852 GAUTIER, MS 39553	INSURER A:	Strickland General Agency, Inc	
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 00000000-0

REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		10/21/2017	10/21/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder and Morrison Companies (Singing River Mall) are additional Insured in regard to the GL.

CERTIFICATE HOLDER

CANCELLATION

City of Gautier
3330 Hwy 90
P O BOX 670
Gautier, MS 39553-

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(KBM)

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**LIMITED USE AGREEMENT BETWEEN THE CITY OF GAUTIER AND
THE GAUTIER MULLET & MUSIC FEST
FOR THE SINGING RIVER MALL SITE**

WHEREAS, the Singing River Mall Site (more fully depicted in the attached “Exhibit A”) is leased and maintained by the City of Gautier (hereinafter, “the City”) and owned by Singing River LLC; and

WHEREAS, the Gautier Mullet & Music Fest wishes to promote the facilities, opportunities, possibilities and resources available within the City of Gautier, by hosting a community festival on Saturday, October 21, 2017; and

WHEREAS, the City wishes to sponsor the 2017 Gautier Mullet & Music Fest (hereinafter “the event”) as an economic development tool to bring favorable notice, opportunities, possibilities and resources to the City of Gautier; and

WHEREAS, this sponsorship and the 2017 Gautier Mullet & Music Fest will be helpful toward advancing the moral, financial and other interests of the City; and

WHEREAS, the City will allow Gautier Mullet & Music Fest to use the Mall Site on October 1, 2017 as part of the sponsorship.

THEREFORE, in consideration of the above, the City and Gautier Mullet & Music Fest agree to the following terms which constitute a Limited Use Agreement of the Mall Site:

1. This Agreement shall govern the use of the Singing River Mall Site by the Gautier Mullet & Music Fest on October 21, 2017.
2. As part of the City’s sponsorship of this event, any and all applicable fees associated with use of the Singing River Mall Site are waived.
3. The Gautier Mullet & Music Fest will be allowed to conduct the 2017 Mullet and Music Fest on the Singing River Mall Site on October 21, 2017.
4. The Gautier Mullet & Music Fest is responsible for setting up in preparation for the event.
5. The Gautier Mullet & Music Fest will provide all physical items necessary to conduct the event.
6. The Gautier Mullet & Music Fest will not keep or have any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the premises or that might be considered hazardous by a responsible insurance company.

7. The Gautier Mullet & Music Fest will be responsible for cleaning up the Singing River Mall Site after the event, and will return the property to its normal condition after the event.
8. The Gautier Mullet & Music Fest will provide The City of Gautier with proof of liability insurance in an amount of \$1,000,000.00, to cover the event and will list the City of Gautier as an additional insured on the policy for purposes of the event.
9. The Gautier Mullet & Music Fest agrees to indemnify and hold harmless the City of Gautier, its employees, council members, and any other of the City's agents and assigns from any and all claims of every kind and nature arising out of or occurring directly or indirectly as a result of the event.
10. Both parties acknowledge that this agreement is for the limited purpose of governing the activities being conducted by Gautier Mullet & Music Fest on October 21, 2017, and that any future use will require a separate use agreement as may be appropriate.
11. Both parties acknowledge that this agreement, its enforcement, and the interpretation of its provisions shall be governed by the laws of the State of Mississippi.
12. The points of contact for purposes of this agreement are:

Name: Chassity Bilbo

Name: _____

Entity: City of Gautier

Entity: Gautier Mullet & Music Fest

Phone: (228) 497-8000

Phone: _____

In the event of any problems or questions, the parties agree that they will go through the point of contact listed in this agreement to resolve any issues.

BY:

BY:

Paula Yancey, City Manager

**Mississippi Senior Olympic
Archery Association**

DATE: _____

DATE: _____

ATTEST:

**CYNTHIA RUSSELL
CITY CLERK**

CITY OF GAUTIER
Business Agenda Item #3
Fact Sheet

Council Meeting:

October 3, 2017

Title:

Preliminary Engineering Services Contract with Michael Baker International (formerly the LPA Group, Inc.) for the Martin Bluff Widening and Improvements Project (STP-9194-00(001)LPA/105069-811000)

Introduced by:

Contact Person/Telephone

April Havens 497-8000 ext. 315

Summary Explanation: Approval of a Preliminary Engineering Services Contract with Michael Baker International (formerly the LPA Group, Inc.) for the Martin Bluff Road Widening and Improvements Project (STP-9194-00(001)LPA/105069-811000). This contract will allow Michael Baker to complete the required work and will allow the City to seek reimbursement from MDOT for work performed January 1, 2017 to present. This contract adds no additional costs above the original contract. MDOT has reviewed and concurred with the contract and recommends execution by 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 Preliminary Engineering Services Contract with Michael Baker International (formerly the LPA Group, Inc.) for the Martin Bluff Road Widening and Improvements Project (STP-9194-00(001)LPA/105069-811000) is hereby approved.

IT IS FURTHER ORDERED that MDOT has reviewed and concurred with the contract and recommends execution by 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 October 3, 2017.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 09/26/2017
Subject: Approval of Preliminary Engineering Services Contract with Michael Baker International (formerly the LPA Group, Inc.) for the Martin Bluff Roadway Widening and Improvements Project (STP-9194-00(001)LPA/105069-811000).

REQUEST:

The Grants and Projects Department requests City Council approval of a Preliminary Engineering Services Contract with Michael Baker International (formerly the LPA Group, Inc.) for the Martin Bluff Road Widening and Improvements Project.

BACKGROUND:

The LPA Group, Inc. entered into a Preliminary Engineering Services Contract with the City of Gautier on May 9, 2011, to perform roadway improvements to Martin Bluff Road from Gautier-Vancleave Road to the service road just north of Interstate 10. That contract expired Dec. 31, 2016.

DISCUSSION:

This contract will allow Michael Baker to complete the required work and will allow the City to seek reimbursement from MDOT for work performed Jan. 1, 2017 to present. This contract adds no additional costs above the original contract. MDOT has reviewed and concurred with the contract and recommends execution by the City.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve the Preliminary Engineering Services Contract with Michael Baker International (formerly the LPA Group, Inc.) for the Martin Bluff Road Widening and Improvements Project.

City Council may:

- 1) Approve the Preliminary Engineering Services Contract with Michael Baker International as presented, or;
- 2) Not approve the Preliminary Engineering Services Contract with Michael Baker International as presented.

ATTACHMENTS:

1. Proposed Preliminary Engineering Services Contract
2. MDOT Concurrence Letter

PRELIMINARY ENGINEERING SERVICES CONTRACT

Martin Bluff Road Widening and Improvements
Project No. STP-9194-00(001)LPA/105069-811000
Jackson County

THIS CONTRACT, is made and entered into by and between the *City of Gautier* a body Politic of the State of Mississippi (the "LPA"), and, *Michael Baker International (formerly the LPA Group Incorporated)* (the "CONSULTANT"), a *Corporation*, duly registered to do business in the State of Mississippi, whose address for mailing is *2113 Government Street, Suite D-3, Ocean Springs, MS 39564*, effective Jan. 1, 2017.

At
9/20/17

WITNESSETH:

WHEREAS, the LPA proposes to perform *Roadway Improvements to Martin Bluff Road, from Gautier-Vanceleave Road to the service road just north of Interstate 10 (Station 10+00 – 121+68.67) in Jackson County*, as provided for in Project No. *STP-9194-00(001)LPA/105069-811000*, hereinafter called the "PROJECT"; and,

WHEREAS, a Supplemental Agreement No. (1) executed on September 25, 2014 was requested to provide additional Preliminary Engineering to add a twelve foot (12') multi use path on the north side of Martin Bluff Road from Gautier-Vanceleave Road to Martin Bluff Elementary and six foot (6') sidewalk on the south side of Martin Bluff Road from Martin Bluff Elementary to the west side of Homestead Boulevard; and,

WHEREAS, the originally executed CONTRACT expired on December 31st, 2016 with the Office Review and preparation of the final Plans, Specifications, and Estimate (PS&E) Assembly scope remaining; and,

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform engineering services in connection with the PROJECT, all of which are hereinafter called the "SERVICES"; and,

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those services, and the LPA has relied upon such representation; and,

WHEREAS, the CONSULTANT herein was chosen for their expertise in performing the services in connection with the PROJECT and found satisfactory by the LPA; which is now desirous of entering into a contract;

WHEREAS, the CONSULTANT herein was chosen through the LPA Consultant Selection Process pursuant to Mississippi Department of Transportation (hereinafter "MDOT") LPA Project Development Manual and pursuant to Federal Highway Administration ("FHWA") regulations, Engineering and Design Related Service Contracts, 23 C.F.R. Part 172 (as amended) and found satisfactory;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby contract and agree as follows:

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all engineering services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. In so doing,

CONSULTANT shall meet the current industry standards (and any MDOT or LPA standards identified in Exhibit 2) as to general format and content and in addition thereto, any special requirements of the LPA.

THE LPA, in support of CONSULTANT will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to CONSULTANT and within the possession and control of the LPA.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and in effect on the effective date of this CONTRACT, unless otherwise specified in this Contract or subsequently directed by MDOT during the course of the CONTRACT.

ARTICLE II. SCOPE OF WORK

The CONSULTANT shall conduct the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel this CONTRACT at any time.

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence Jan. 1, 2017 ~~At 9/20/17~~ and continue until such time as the above named project is successfully completed to the satisfaction of the LPA or until *12:00 PM CDT on December 31, 2018*, at which time this CONTRACT shall absolutely and finally terminate.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES commencing on the date of execution of the CONTRACT.

The CONSULTANT has submitted a proposed project schedule to the LPA which has been incorporated herein as a part of "Exhibit 2", which when approved by final execution of this CONTRACT shall control the evaluation of the CONSULTANT's progress on this PROJECT. A copy of the progress schedule, indicating the actual time expended on specific portions of this project, shall be submitted along with an estimated percentage completed with each monthly statement.

A Notice to Proceed shall be issued under authority from the LPA within 30 days after final execution of this CONTRACT. The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the LPA by reason hereof. The CONSULTANT will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the LPA, including but not

limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and agents designated in this contract.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in and set forth in "Exhibit 3".

B. Monthly Billing

The CONSULTANT must submit monthly billing to the LPA. (A sample of a preferred invoice is attached as "Exhibit 4".) All billing must be submitted in accordance with the Local Public Agency Consultant Operating Procedures. Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA retains the right to verify time and expense records by audit of any or all CONSULTANT's time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

If SERVICES are rendered within a given State fiscal year, an invoice requesting payment from the CONSULTANT shall be presented to the LPA within 60 days of the end of the State fiscal year. **Should the CONSULTANT fail to present the invoice within the allotted time, legislative approval may be required before payment can be rendered.**

The CONSULTANT further agrees that FHWA or any other Federal Agency may audit the same records at any time during the life of the CONTRACT and up to three years thereafter, should the funding source for all or any part of the CONTRACT be funds of the United States of America.

C. Record Retention

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA's expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subconsultants, assignees or transferees.

D. Retainage

The LPA shall retain the final 25% of the CONSULTANT's Fixed Fee until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT shall clearly indicate on its last Invoice for the CONTRACT that the Invoice is "FINAL". The LPA will confirm that the CONTRACT is ready to be closed and the "FINAL" Invoice may be paid. All "FINAL" invoices shall pay any retainage withheld on the CONTRACT. However, under no circumstances will the total amount paid exceed the maximum not to exceed amount established for the CONTRACT. The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for work done, documents furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work

done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation. The CONSULTANT shall submit their "FINAL" invoice no later than 45 days following termination of the CONTRACT.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

All reports, drawings, studies and maps prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the FHWA may also review and inspect said reports, drawings, studies and maps prepared under the CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its professional obligation to correct, at its expense, any of its breaches, errors and/or omissions, in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits, and including any technical specifications and special requirements of the LPA, and shall be responsible for errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction phase, then an accounting of all costs incurred by the LPA resulting from such breach, including errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, actions, neglect or omission by the CONSULTANT, its agents, employees, or subconsultants during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which LPA or said parties

may be subject, except that neither the CONSULTANT nor any of his agents or subconsultants will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the LPA or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the LPA agrees to notify CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

ARTICLE X. INSURANCE

Prior to beginning any work under this CONTRACT, the CONSULTANT shall obtain and furnish proof of insurance through Certificates of Insurance and, at the LPA's request, copies of insurance policies of the following:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Commercial General Liability Insurance with a minimum combined limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence.
- C. Errors and Omissions (Professional Liability) Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim; One Million Dollars (\$1,000,000.00) annual aggregate.
- D. Comprehensive Automobile Liability Insurance, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subconsultant or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, the CONSULTANT agrees to obtain from said subconsultant or other personnel, certificates of insurance demonstrating that said subconsultant or other personnel shall have sufficient coverage, or the CONSULTANT agrees to include said subconsultant or other personnel within the CONSULTANT'S coverage for the duration of this PROJECT or phase for which said subconsultant or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the entire term of the CONTRACT. The LPA shall be notified of cancellation of any of the required insurance by the CONSULTANT and by the insurance company issuing any such cancellation of the required policies. Should the CONSULTANT cease to carry the errors and/or omissions coverage listed above for any reason, it shall obtain "tail" or extended reporting period coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer.

All insurance carriers shall be licensed and in good standing with the Office of the Insurance Commissioner of the State of Mississippi.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to beginning any work under this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required insurance are in full force and effect. All policies of required insurance shall give thirty days written notice to the LPA before the effective date of cancellation or reduction in limits of any required insurance.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the Mississippi Department of Transportation. For breach or violation of this warranty, the LPA shall have the right to terminate this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

ARTICLES XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT's compensation should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of the Mississippi Department of Transportation, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before any work is commenced.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the contract maximum not to exceed amount, extensions of time or changes in the goals and objectives of the CONTRACT may be made by written notification of such change by either the LPA or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no circumstances will CONSULTANT be allowed to sublet more than 60% of the work required under this contract. It is clearly understood and agreed that specific projects or phases of the work may be sublet in their entirety provided that CONSULTANT performs at least 40% of the overall contract with its own forces. Consent by the LPA to any subcontract shall not relieve CONSULTANT from any of its obligations hereunder, and CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontract documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subconsultant cost estimates for review and written concurrence of the LPA in advance of their execution.

The CONSULTANT shall make prompt payment to all subconsultants no later than 15 days from receipt of each payment the LPA makes to the CONSULTANT. Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all Subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report).

ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE

The CONSULTANT agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this CONTRACT shall be delivered to, become and remain in the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for services and each party considers the products and results of the services to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims,

and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative

agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

IT IS FURTHER AGREED, that all approved releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi, or the Federal Highway Administration.

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in *Jackson* County, Mississippi, and all questions including, but not limited to, questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in *Jackson County*, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subconsultants to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting herefrom.
- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.
- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 5".

- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subconsultants and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT
- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the

fulfillment of this CONTRACT are not forthcoming or are 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 LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

- A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:

- (1) cancel the stop work order; or
- (2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT and/or the LPA may notify the CONSULTANT, in writing, of the MDOT or the LPA's intentions to ask the LPA or CONSULTANT to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT or the LPA, the CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

- B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.
- C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

CONSULTANT agrees that Key Personnel identified as assigned to this PROJECT shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

LPA:

For Contractual Matters:

Paula Yancey
City of Gautier
3330 Highway 90
Gautier, MS 39553-5124
Phone: 228-497-8000
Fax: 228-497-8028
pyancey@gautier-ms.gov

For Technical Matters:

April Havens
City of Gautier
3330 Highway 90
Gautier, MS 39553-5124
Phone: 228-497-8000
Fax: 228-497-8028
ahavens@gautier-ms.gov

CONSULTANT:

For Contractual Matters:

Ray Balentine
Michael Baker International
310 New Pointe Drive
Ridgeland, MS 39157
Phone: 601-607-8712
Fax: 601-607-8701
Ray.Balentine@mbakerintl.com

For Technical Matters:

Jeffrey D. May
Michael Baker International
2113 Government Street, Suite D-3
Ocean Springs, MS 39564
Phone: 228-818-2839
Fax: 228-875-5187
jmay@mbakerintl.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers and Surveyors:

P.E. # 08618
Surveyor # 02060

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers and Surveyors:

P.E. # 15572
Surveyor #

ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable LPA Order and the Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the ____ day of _____, 20____.

City of Gaultier

Paula Yancey, City Manager

WITNESS this my signature in execution hereof, this the 14th day of August, 2017.

Michael Baker International

BY: _____

Ray Balentine, PE, PS

ATTEST _____

Martha Nelson

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

LIST OF EXHIBITS

1. Evidence of Authority
2. Scope of Work
3. Fees and Expenses.
4. Sample Invoice
5. Notice to the CONSULTANT
6. CONSULTANT's Certification Regarding Debarment, Suspension and Other Responsibility Matters.
7. Certification of LPA
8. *{This Exhibit was intentionally left blank}*
9. Prime Consultant EEV Certification and Agreement

EXHIBIT 1

{{{{Attach a copy of authority to execute contracts on behalf of the LPA}}}}

{{{{Attach a copy of authority to execute contracts on behalf of the Consultant Corporation here}}}}

**CERTIFIED COPY OF RESOLUTION ADOPTED
AT A SPECIAL MEETING OF THE
BOARD OF DIRECTORS OF MICHAEL BAKER JR., INC.**

May 11, 2015

I, H. James McKnight, hereby certify that I am duly elected and qualified Corporate Secretary of Michael Baker Jr., Inc. (the "Corporation") that the following resolution was adopted in accordance with the By-Laws of the Corporation and the laws of the Commonwealth of Pennsylvania at a Special Meeting of the Board of Directors of the Corporation duly called, held and convened on the 14th day of April, 2015, a quorum of the Directors being present and acting throughout the entire meeting; and that said resolution is now in full force and effect:

WHEREAS, Michael Baker Jr., Inc. is desirous of entering into Engineering Agreements with the Mississippi Department of Transportation (MDOT) from time to time for the performance of certain professional engineering services; and

WHEREAS, MDOT requires a Special Resolution of the Board of Directors authorizing (1) Michael Baker Jr., Inc. to enter into aforesaid Agreements and (2) empowering a specific corporate officer to execute Agreements;

RESOLVED, the Michael Baker Jr., Inc. be, and hereby is, authorized to enter into aforesaid Agreements and that William R Balentine, Vice President of Michael Baker Jr., Inc. be, and hereby is, empowered to execute said Agreements on behalf of Michael Baker Jr., Inc. and H. James McKnight, Corporate Secretary, and/or Terri A. Vojnovich, Assistant Corporate Secretary be, and hereby are, empowered to attest to the signature of William R Balentine on behalf of Michael Baker Jr., Inc.

IN WITNESS WHEREOF, I hereby subscribe my name as Corporate Secretary and have caused the corporate seal of the Corporation to be affixed this 14th day of April, 2015.



H. James McKnight
Corporate Secretary

EXHIBIT 2

SCOPE OF WORK

MARTIN BLUFF ROAD WIDENING PROJECT

The project is located within the Gautier City limits in Jackson County, MS from **Gautier-Vancleave Road to the service road just north of Interstate 10 (Station 10+00 - 121+68.67) in Jackson County as identified in Figure 1 below.** The project is intended to provide improved traffic operations and safety on Martin Bluff Road. The improvements include the widening of Martin Bluff Road to three (3) lanes from the intersection of Gautier-Vancleave Road to a point near the entrance to the Santa Maria RV Resort, the remaining portion of Martin Bluff Road will receive an overlay with pavement improvements. Other elements of work to include realignment of the existing roadway where necessary to meet design criteria, upgrades to traffic signalization at the Gautier-Vancleave Road intersection, drainage improvements related to the new roadway, utility relocation, replacement of the existing bridge located near Homestead Boulevard, and the identification of right-of-way that will be required for the project.

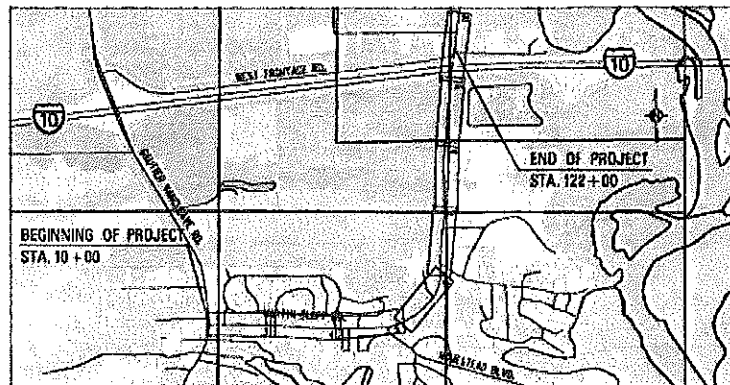


Figure 1 – Project Vicinity Map

A monthly status report is required. This report is to be submitted between the 18th and 25th of each month to the LPA Project Director. This monthly report is to be submitted by the CONSULTANT, and will update the LPA on the status of the project. Recent milestones in plan development, such as the submittal of plans for review, shall be documented. Also the target dates for the future milestones should be included.

All elements of the construction documents will be prepared in accordance with the Mississippi Department of Transportation's, "Project Development Manual for Local Public Agencies" (PDM) dated January 11, 2011. On matters of discrepancy between the PDM and this Contract, the PDM will govern.

This projects was previously started under the original contract dated May 9, 2011. The project was advance completely though the original contract's Phase 1 scope. The remaining work to be performed from the original contract is described in the specific work requirements on the following pages.

1. SPECIFIC WORK REQUIREMENTS FOR PHASE 2: OFFICE REVIEW:

PHASE 2 shall consist of all services required for the production of final contract plans. The CONSULTANT shall not begin work on PHASE 2 until a written NOTICE TO PROCEED for PHASE 2 has been issued.

Roadway plans shall conform to Roadway Design Division's CADD specifications as described in Roadway Design Division's CADD USER'S MANUAL. When field inspection plans are submitted, all hydraulic calculations (for drainage areas under 1000 acres) shall be included.

Unless stated otherwise in the CONTRACT, the following specific requirements are typical for this phase:

Part 1 - OFFICE REVIEW PLANS

For the office review plans, the CONSULTANT shall submit ten (10) sets of plans and quantity calculations in 8.5"x11" format for review by the LPA and the MDOT District LPA Coordinator. A final office review will be required and the CONSULTANT shall be required to attend. Allow approximately three (3) weeks from the submittal date for scheduling and completing the office review. In the office review, the LPA and MDOT shall review and mark the plans with all required revisions.

After the office review is conducted, the CONSULTANT shall provide the LPA and MDOT with a written updated construction cost estimate. This estimate shall be based on the plan quantities and historical cost data for the pay items.

Part 2 - FINAL CONTRACT PLANS (PS&E ASSEMBLY)

The final contract plans shall include all items required in the final right-of-way plans and all other information such as, but not limited to:

- A. ROADWAY PLANS: Title sheet; detailed index; general notes; typical sections; summary of quantities; estimated quantities; plan-profile sheets; special design sheets; traffic control plan; complete form grades for interchange ramps, loops, and channelized intersections (in accordance with current Design Manual, at 25 feet intervals); permanent directional signing sheets that include layouts, details (signs and overhead assemblies), and estimated quantities; detailed pavement marking sheets; Right-of-Way Coordinate Sheet(s), final cross-sections; and all notes and data used to develop the plans.

2. BIDDING

The CONSULTANT will assist the LPA with preparation of the Advertisement for Bids for the project, and will assist with construction document distribution to potential contractors for bidding. The CONSULTANT will hold a Pre-Bid Meeting for potential bidders to explain the requirements of the project. The CONSULTANT will also attend the Bid Opening and assist the LPA with the tabulation of bids and provide the necessary documentation to the Mississippi Department of Transportation for concurrence of award.

3. RIGHT OF WAY STRUCTURE DEMOLITION

The CONSULTANT has been requested to provide additional services related to the PROJECT which included developing plans and specifications for the demolition of all structures within the purchased right of way along Martin Bluff Road. For those properties identified as containing asbestos building materials, a

Mississippi Certified Asbestos Project Designer will develop specifications for the abatement of identified asbestos containing materials. The CONSULTANT will also assist the City of Gautier in obtaining competitive bids in accordance with the state bid laws of Mississippi and provide construction administration services during the project. The construction administration services will consist of the following.

1. The CONSULTANT will attend and administer a preconstruction conference.
2. The CONSULTANT will visit the project site and observe the progress of the project. A maximum of three (3) visits per week will be performed.
3. The CONSULTANT will review and approve payment applications from the contractor, as necessary based on the progress observed during site visits.
4. The CONSULTANT will provide a certified asbestos air monitoring device and supervisor to be present during all asbestos abatement activities. The quantities of asbestos materials removed and a summary of the air monitoring activities performed will be documented daily.
5. The CONSULTANT will perform a final inspection of the project site to confirm all project requirements have been completed.
6. The CONSULTANT will assist the City with the final project closeout and recommend final payment to the contractor as necessary.

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on an actual cost-plus fixed-fee with an upset limit for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, payroll additives, overhead, direct costs and CONSULTANT's fixed fees attributable to this CONTRACT.

Actual costs as the term is used herein shall include all direct salaries, payroll additives, overhead and direct cost. Direct salaries are those amounts actually paid to the person performing the SERVICES which are deemed reasonably necessary by the LPA for the advancement of the Scope of Work. Overtime work is not contemplated by this contract. Accordingly, direct salaries chargeable to this contract shall not include any overtime premium. Salaries for officers, principals or partners shall not increase at a rate in excess of that for other employees. Payroll additives and overhead consist of employee fringe benefits and that part of CONSULTANT's allowable indirect costs attributable to this contract. Direct Costs are those charges deemed reasonably necessary by the LPA for the successful completion of the Scope of Work which are charged directly to the project and not included in overhead.

Fixed fee as the term is used herein shall mean a dollar amount established to cover the CONSULTANT's profit and business expenses not allocable to overhead for the successful completion of the SERVICES.

Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all Subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report).

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

The following schedule of rates for services will not be exceeded for all work under this CONTRACT:

Direct Salaries:

Direct salaries shall not exceed those amounts actually paid to an employee performing services reasonably necessary for the completion of the Scope of Work set forth under "Exhibit 2" to this CONTRACT.

Upon MDOT's or LPA's request, all charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

Payroll Additive & Overhead:

The current overhead rates shall be submitted by the CONSULTANT and approved by the MDOT within nine (9) months of the end of the CONSULTANT's fiscal period. The current overhead rate, as defined in this CONTRACT, shall be the overhead rate for the CONSULTANT's most recent previous fiscal period. The CONSULTANT's failure to provide a current overhead rate within nine (9) months of the end of the CONSULTANT's fiscal period may result in the CONSULTANT being deemed ineligible for any potential Supplemental Agreements with the LPA. The estimated FCCM for cost proposals, Supplemental Agreements, and invoices must be specially identified and distinguished from the other costs. Profit/Fee shall not include amounts applicable to FCCM.

Final payment of the overhead rate costs shall be adjusted after completion of the final audit to reflect the actual rates experienced by the CONSULTANT during the course of this CONTRACT; however, in no event shall such an adjustment allow this CONTRACT'S cost to exceed the maximum limitation stated. Said audit of

the CONSULTANT will be conducted by the LPA, or the LPA'S designated auditor at the conclusion of the CONTRACT in accordance with Federal and the LPA requirements.

All overhead rates submitted to MDOT for approval shall comply with the AASHTO Audit Guide, latest edition, as amended. In addition, the CONSULTANT shall submit written certification in accordance with FHWA Order 4470.1A, as amended, that the indirect cost rate submitted does not include any costs which are expressly unallowable and the indirect cost rate was established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48 CFR part 31.

Direct Costs:

The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. (i.e. no meal reimbursement when there is no overnight stay).

All direct costs (except meals) must be substantiated by supporting data, i.e. mileage, log books, receipts, etc.

All other expenses will be reimbursed upon receipt of acceptable paid invoices.

Fixed Fee:

The CONSULTANT'S fixed fee shall be \$ 4,121.71, which sum shall be paid incrementally each month in an amount determined by multiplying the total fixed fee by the project completion percentage, less any amounts previously paid for fixed fees.

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this assignment exceed \$ 49,387.33 (Total of all Charges) without the prior written consent of both parties.

FEE AND EXPENSE SUMMARY

	Primes Labor Cost & Overhead	Primes Direct Costs	Primes Fixed Fee	Sub-Consultants	Project Total
Project Total	\$34,465.62	\$10,800.00	\$4,121.71	0.00	\$49,387.33

****See Delineation of Cost Breakdown behind Exhibit 9.**

EXHIBIT 4
SAMPLE INVOICE

LOCAL PUBLIC AGENCY
ADDRESS
CITY, STATE, ZIP CODE

DATE:

ATTENTION: ACCOUNTS PAYABLE

INVOICE NO. 0000
PERIOD , 20 THROUGH , 20
PROFESSIONAL SERVICES IN ACCORDANCE WITH
CONTRACT DATED , 20 , AS RELATES TO
PROJECT NO. - - - - IN COUNTY, HIGHWAY .

CONSULTANT:

CUSTOMER NUMBER 0000000000 FILE NUMBER 000-000000
REPORT NUMBER: 000 through 000 FMS NUMBER 000000-000000LPA

	<u>CURRENT PERIOD</u>	<u>PREVIOUS ESTIMATE</u>	<u>TOTAL ALLOWED TO DATE</u>
DIRECT SALARIES	\$	\$	\$
* PAYROLL ADDITIVE (less FCCM)	\$	\$	\$
FIXED FEE (% complete X total fee less amounts previously paid – not to exceed 75%)	\$	\$	\$
PAYROLL ADDITIVE w/ FCCM only	\$	\$	\$
** DIRECT COSTS	\$	\$	\$
PROJECT TOTAL	\$	\$	\$
AMOUNT DUE THIS INVOICE:	\$	\$	\$

NOTE:

1. * PAYROLL ADDITIVES (INCLUDING ALL FRINGE BENEFITS & OVERHEAD-)
2. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
3. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA

Project No.

000000-000000LPA

County

Employee and Classification	Current Rate of Pay	Current Period Hours	Previous Period Costs	Current Period Costs	Costs To Date
DIRECT LABOR AND DIRECT COSTS					
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00	0.00
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00	0.00
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00	0.00
John P. Public, Jr Engineer	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Sub Total		0.00	0.00	0.00	0.00
Payroll Additives (minus FCCM)			<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total Labor			0.00	0.00	0.00
Fixed Fee			0.00	0.00	0.00
Payroll additives w/ only FCCM (Direct Labor * FCCM)			0.00	0.00	0.00
Direct Costs			<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Project Total			0.00	0.00	0.00

EXHIBIT 5

NOTICE TO CONTRACTORS, FEDERAL-AID CONTRACT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT CONTRACT WORK HOURS AND SAFETY STANDARDS ACT CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT DISADVANTAGED BUSINESS ENTERPRISES, WORKER VISIBILITY

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subconsultants including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts. Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kickback provisions: All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by or to contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on

the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in a non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this contract. The CONSULTANT (Contractor) shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT (Contractor) to carry out those requirements is a material breach of the contract which may result in the termination of this contract or such other remedies as the Mississippi Department of Transportation deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107–2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

- (1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default; and
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
- (2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:
 - (a) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-contractors shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

- (a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; or
- (b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement; or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.



ATTEST:

My Commission Expires:

CERTIFIED this 14th day of August, 2017.

Michael Baker International

BY:

Rory B. Blanton
Rory Blanton, PE, PS

Martha F. Nelson

Notary

EXHIBIT 7

CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, firm or person, or
- (b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the ____ day of _____, 20____.

City of Gautier

Paula Yancey, City Manager

EXHIBIT 8

{Intentionally Left Blank}

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the LPA, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the LPA has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the LPA if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this CONTRACT, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the LPA, if requested, for the benefit of the LPA or this CONTRACT.

75263

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: Ray B. Valentine
Authorized Officer or Agent

August 14, 2017
Date

RAY VALENTINE
Printed Name of Authorized Officer or Agent

Vice President
Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 14th day of August, 2017.



Martha F. Nelson
NOTARY PUBLIC
My Commission Expires: March 21, 2018

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U.S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

Summary

**Martin Bluff Road Improvements
Jackson County
Project Number STP-9194-00(001)LPA / 105069-811000
Michael Baker International
8/8/2017**

	Man-Hours	Sub-Consultants Fee	Salary Cost	Overhead	FCCM	Total Labor Cost	Direct Cost	Fixed Fee	Total Cost
Activation									
Meetings	98		\$3,978.16	\$5,626.71	\$33.02	\$9,637.89	\$3,650.00	\$1,152.58	\$14,440.47
ROW Structure Demolition	118		\$8,686.66	\$12,286.41	\$72.10	\$21,045.17	\$7,150.00	\$2,516.77	\$30,711.94
Geotechnical									
Roadway									
Bridge									
Hydraulics									
Survey									
PS&E/Advertisement	47		\$1,561.30	\$2,208.30	\$12.96	\$3,782.56		\$452.35	\$4,234.91
Total	263		\$14,226.12	\$20,121.42	\$118.08	\$34,465.62	\$10,800.00	\$4,121.71	\$49,387.33

Grand Total \$49,387.33

Notes: Project information at the top of this sheet is linked to all the tabs in the workbook, so it only has to be filled out on this page.

All hour and fee amounts for each tab are linked to this summary page. If more tabs are needed for additional work or sub-consultant fees, please link to this page and highlight in red font.

All links and formulas contained in this workbook are included for convenience only. It is the consultant's responsibility to ensure all information is accurate prior to submittal.

Task items in each tab should not be considered as an exhaustive list of potential items of work. Please insert any line items that are considered to be project specific rather than absorbing the hours in items already listed.

Meetings Sheet
Martin Bluff Road Improvements
Jackson County
Project Number STP-9194-00(001)LPA / 105069-811000
Michael Baker International
8/8/2017

MDOT Process Item Description	No.	Estimated Hours								Total Hours
	Sheets	Senior Engineer	Engineer	Engineer Intern	Designer	Technician	Admin	Labor Classification	Labor Classification	
Field Review										
Print and Distribute Plans										
Conduct Plan in Hand review										
Prepare Field Review Report										
Office Review										
Print Plans and Specifications					24.0	24.0	4.0			52.0
Compile Design Notebook			8.0	4.0						12.0
Prepare ROW/Util Status Report				4.0						4.0
Conduct Plan Review		4.0	4.0							8.0
Prepare Office Review Report		2.0					4.0			6.0
PS&E Assembly										
MDOT Coordination		8.0								8.0
Quality Control		8.0								8.0
Total Hours		22.0	12.0	8.0	24.0	24.0	8.0			98.0

Raw Labor Rates	\$69.44	\$42.30	\$29.82	\$36.39	\$27.29	\$22.00	\$0.00	\$0.00	
Labor Cost	1527.7	507.6	238.6	873.4	655.0	176.0			\$3,978.16

Overhead	%	141.44%	\$5,626.71
Fixed Fee	%	12.00%	\$1,152.58
FCCM Overhead	%	0.83%	\$33.02

Direct Costs:	Qty.	Unit Price ¹	
Mileage			
Meals			
Lodging			
Postage	1.0	\$50.00	\$50.00
Supplies			
Reproductions	3600.0	\$1.00	\$3,600.00
Other			

¹ See State Travel Handbook

Total Direct Costs: \$3,650.00

Prime Total \$14,440.47

Subconsultant A	
Subconsultant B	
Subconsultant Total	

Project Total \$14,440.47

PS&E / Advertisement
Martin Bluff Road Improvements
Jackson County
Project Number STP-9194-00(001)LPA / 105069-811000
Michael Baker International
8/8/2017

MDOT Process Description	Item	No.	Estimated Hours							
		Sheets	Senior Engineer	Engineer	Engineer Intern	Designer	Technician	Admin	Labor Classification	Labor Classification
PS&E Assembly										
	Right of Way Certification				1.0					1.0
	Utility Certification				1.0					1.0
	Encroachment Certification				1.0					1.0
	Hazardous Waste Certification				1.0					1.0
	Asbestos Abatement Certification				1.0					1.0
	Compose Letters				2.0					2.0
	Compile Forms							4.0		4.0
	Print Plans				4.0		4.0	4.0		12.0
	Assemble Specifications									
	Material Checklist			2.0						2.0
	MDOT Coordination		4.0							4.0
Advertisement										
	Print Plans and Specifications							4.0		4.0
	Prepare Advertisement							4.0		4.0
	Bidder Coordination							4.0		4.0
	Receive & Evaluate Bids		2.0							2.0
	Assemble Bids and Submit		2.0					2.0		4.0
Quality Control										
Total Hours			8.0	2.0	11.0		4.0	22.0		47.0

Raw Labor Rates	\$69.44	\$42.30	\$29.82	\$36.39	\$27.29	\$22.00	\$0.00	\$0.00	
Labor Cost	555.5	84.6	328.0		109.2	484.0			\$1,561.30
					Overhead	%	141.44%		\$2,208.30
					Fixed Fee	%	12.00%		\$452.35
					FCCM Overhead	%	0.83%		\$12.96

Direct Costs: Qty. Unit Price¹
Mileage
Meals
Lodging
Postage
Supplies
Reproductions
Other

¹ See State Travel Handbook

Total Direct Costs:

Prime Total	\$4,234.91
Subconsultant A	
Subconsultant B	
Subconsultant Total	
Project Total	\$4,234.91

Melinda L. McGrath
Executive Director

P. O. Box 1850
Jackson, MS 39215-1850
Telephone (601) 359-7001
FAX (601) 359-7110
GoMDOT.com



James A. Williams, III
Deputy Executive Director/Chief Engineer
Lisa M. Hancock
Deputy Executive Director/Administration
Willie Huff
Director, Office of Enforcement
Charles R. Carr
Director, Office of Intermodal Planning

16499-B Highway 49, Saucier, MS 39574
September 14, 2017

Ms. Paula Yancey
Interim City Manager
3330 Highway 90
Gautier, MS 39553

Re: Preliminary Engineering Contract Concurrence
STP-9194-00 (001) LPA 105069/811000/Jackson County
Martin Bluff Road Widening Project

Dear Ms. Yancey:

Attached are the reviewed updated Preliminary Engineering Services Contracts for the above referenced federal aid project as reviewed by the MDOT. The Consultant Services Unit, CSU, recommends that you execute the contracts at your discretion. (see attached memo) Please retain one (1) original for your file and remit one (1) original to the consultant. Additionally, please send two copies of the executed contract and Notice to Proceed, NTP, by mail to:

Mississippi Department of Transportation
Attn: David Seyfarth
16499B Highway 49
Saucier, MS 39574-9740

My office will distribute the copies to CSU as needed.
Should you need additional information, contact my office at 228-832-0682.

Sincerely,

David H. Seyfarth, PE, PS
Special Projects Engineer

cc: Project File 16-10 w/ attachments

DHS/aj

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Inter-Departmental Memorandum

TO: David Seyfarth, PE

FROM: Scot Ehrgott

DATE: 09/11/17

SUBJECT: Preliminary Engineering Contract Review
STP-9194-00(001)LPA/ 105069-811000
City of Gautier – Martin Bluff Road Widening Project
Jackson County

David,

The Consultant Services Unit (CSU) has reviewed the following attached Contract for Preliminary Engineering Services between the City of Gautier and Michael Baker International (formerly the LPA Group Incorporated) for the above referenced project in the amount of \$49,387.33. The funds for this project were approved by FHWA on 01/26/2017 and therefore the CSU recommends that the LPA may execute the Contracts at their discretion. Please remind the LPA to retain one (1) original for their file and remit the other original to the Consultant. In addition, the LPA will need to send one (1) copy of the fully executed contract and Notice to Proceed (NTP) to the MDOT District LPA Coordinator, and Consultant Services Unit (Attention: Scot Ehrgott)

Once we receive a copy of the fully executed Contract, Notice to proceed, and LPA's "Exhibit 1", the MDOT CSU will forward their standard LPA-CSU-001 (an invoice recap sheet for LPA's) to the Consultant to attach to any invoices associated with this project for requesting any reimbursements of federal funds. Further instructions are detailed in the LPA Consultant Operating Procedures for Professional Services.

Please also advise the LPA that any future addendums or supplemental agreements must be forwarded to the MDOT for concurrence before they are executed.

Regards,



Scot Ehrgott, P.E.
MDOT Director of Consulting Services
SE/sh

cc: 77-01 LPA Division

{Baker/P.Morgan}



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

Council Meeting:
Title:

**October 3, 2017
Approval of amendments to the FY2017
Comprehensive Fee Schedule**

Introduced by:
Contact Person/Telephone

City Manager 497-8000 ext. 306

Summary Explanation: Approval of revisions to the Comprehensive Fee Schedule.

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

RESOLUTION AMENDING THE FY2017 COMPREHENSIVE FEE SCHEDULE FOR THE CITY OF GAUTIER

BE IT RESOLVED, by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City of Gautier Comprehensive Fee Schedule shall be amended.

WHEREAS, the rate for residential water operation and maintenance shall be set at \$24.75 for the first three thousand (3000) gallons used, and that the rate for each additional one thousand (1000) gallons used thereafter shall be set at \$8.25.

WHEREAS, the rate for commercial water operation and maintenance shall be established at \$25.50 for the first three thousand (3000) gallons used, and that the rate for each additional one thousand (1000) gallons used thereafter shall be set at \$8.50.

WHEREAS, the rate for the residential sewer operation and maintenance shall be set at \$12.30 for the first three thousand (3000) gallons used, and that the rate for each additional thousand (1000) gallons used thereafter shall be set at \$4.10.

WHEREAS, the rate for the commercial sewer operation and maintenance shall be set at \$18.75 for the first three thousand (3000) gallons used, and that the rate for each additional thousand (1000) gallons used thereafter shall be set at \$6.25.

WHEREAS, the rate for JCUA wastewater treatment will increase from \$4.90 per thousand (1000) gallons to \$5.15 per thousand (1000) gallons for both residential and commercial customers.

WHEREAS, the monthly demand fee for commercial accounts will be eliminated and a capacity charge will be applied to commercial customers using 10,000 gallons or more per monthly usage. This fees shall be set as follows:

- 0 to 9,999 gallons monthly \$0
- 10,000 to 19,999 gallons monthly \$50.00
- 20,000 to 49,999 gallons monthly \$150.00
- 50,000 to 99,999 gallons monthly \$350.00
- 100,000 to 199,999 gallons monthly \$750.00
- 200,000 to 249,999 gallons monthly \$1,000.00
- Greater than 250,000 gallons monthly \$1,500.00

WHEREAS, the above rate changes shall become effective on October 3, 2017.

WHEREAS, 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 October 3, 2017.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Cynthia Russell, City Clerk
Date: September 27, 2017
Subject: Revisions to FY 2017 Comprehensive Fee Schedule

REQUEST:

City Council authorization is requested for the revisions to the Public Works/Utilities Fee Schedule. Changes reflect the following:

- Eliminate current water demand fees.
- Establish a capacity charge applied to commercial customers using 10,000 gallons or more per month as follows:

o 0 to 9,999	gallons monthly	\$0
o 10,000 to 19,999	gallons monthly	\$50.00
o 20,000 to 49,999	gallons monthly	\$150.00
o 50,000 to 99,999	gallons monthly	\$350.00
o 100,000 to 199,999	gallons monthly	\$750.00
o 200,000 to 249,999	gallons monthly	\$1,000.00
o Greater than 250,000	gallons monthly	\$1,500.00
- Decrease residential water rate from \$8.50 per 1000 gallons to \$8.25 per 1000 gallons.
- Establish commercial water rate of \$8.50 per 1000 gallons.
- Establish commercial sewer rate of \$6.25 per 1000 gallons.
- Increase JCUA wastewater residential from \$4.90 per 1000 gallons to \$5.15 per 1000 gallons.
- Increase JCUA wastewater commercial fro, \$4.90 per 1000 gallons to \$5.15 per 1000 gallons.

BACKGROUND:

This capacity charge will only affect commercial accounts using 10,000 gallons or more monthly. The residential water and sewer rates remain at the current rate.

RECOMMENDATION:

The City Manager recommends approval of the FY2017 Comprehensive Fee Schedule.

The City Council may:

1. Approve the FY2017 Comprehensive Fee Schedule as presented; or
2. Approve the FY2017 Comprehensive Fee Schedule with changes, or
3. Not Approve the FY2017 Comprehensive Fee Schedule.

ATTACHMENT(S):

Residential and Commercial Rate Overview
Capacity Charge

Residential and Commercial Rate Overview

* 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
Charge Capacity - \$50.00 to \$ 1,500/ month depending on usage		
Combined Residential Rate	\$17.50/ 1,000 gal	\$17.50/ 1,000 gal
Combined Commercial Rate	\$17.50/ 1,000 gal	\$19.90/ 1,000 gal

Capacity Charge

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
200,000 to 249,999 gal/ mo	\$1,000.00	8
Greater than 250,000 gal/ mo	\$1,500.00	10

ECONOMIC DEVELOPMENT

BUILDING/PLANNING

	DESCRIPTION OF SERVICES	UNIT	FEE	NOTES
I.	BUILDING, MECHANICAL, ELECTRICAL, & PLUMBING CONSTRUCTION PERMITS			
	Construction Valuation \$0 - 100,000	Each	\$25 for 1st \$1,000 + \$5 each add'l \$1,000	Construction valuation to be determined by the Building and Zoning Administrator based on the latest Building Valuation Data (BVD) from the International Code Council (ICC) or Certified Bid Tabulation.
	Construction Valuation \$100,001 - \$500,000	Each	\$520 for \$100,000 + \$4 each add'l \$1,000	Construction valuation to be determined by the Building and Zoning Administrator based on the latest Building Valuation Date (BVD) from the International Code Council (ICC) or Certified Bid Tabulation.
	Construction Valuation \$500,001 - up	Each	\$2120 for \$500,000 + \$3 each add'l \$1,000	Construction valuation to be determined by the Building and Zoning Administrator based on the latest Building Valuation Date (BVD) from the International Code Council (ICC) or Certified Bid Tabulation.
II.	SITE PREPARATION - PERMITS			
	Demolition - Commercial Structure			Includes demolition of commercial building and accessory structures only.
	0 - 5,000 square feet	Each	\$250.00	
	5,001 - up square feet	Each	\$250.00 for 5,000 sf + \$50 each add'l 5,000 sf	
	Demolition - Commercial Site			Include demolition of site work improvements including pavement, utilities, septic tanks, wells, flag poles, retaining walls, bulk heads, etc.
	0 - 5 Acres	Each	\$250.00	
	5.01 - Up Acres	Each	\$250.00 for 5 ac + \$50 each add'l 5 ac	
	Site Clearing/Demolition/Land Disturbance			
	0 - 0.9 Acres	Each	\$25.00	Required for land disturbance activities (mowing/bush hogging-only does not require a permit). Removal of protected trees requires a separate permit.
	1 - 4.9 Acres	Each	\$50.00	
	5 - Up Acres	Each	\$100.00	
	Protected Tree Removal	Each	\$50.00	Live Oaks/Magnolia an any other significant trees are considered protected trees.
III.	MOBILE HOME/HOUSE MOVING PERMITS			
	New Placement or Moving Unit out of City	Each	\$150 + \$250 Refundable Deposit	Mobile Home/Trailer Moving Companies proof shall be provided. Deposit will be refunded once the city has verified that no damage was incurred to the city right of ways, vacated lot is cleaned up (as applicable), and new placement is complete. (As required by Police Chief)
	Mechanical, Electrical, Plumbing Permits		See Section I. for permits fees based on new construction valuation	
IV.	MISCELLANEOUS PERMITS/FEES			
	Commercial Signs	Each	\$25.00	Per Sign including, New Placement, Copy Change, or Repair (Free Standing, Wall, Canopy, Roof)
	Temporary Banners (Within Right-of-Way)	Each	\$0.00	Banners must meet the minimum Criteria of the City of Gautier's policy for Banners Within Public Rights-of-Way
	Temporary Banner (Private Commercial Property)	Each	\$20.00	Per Time Period Allowed by UDO. Fee will include any combination of banners/signage up to the square footage allowed.
	Power Service Authorization/Inspection	Each	\$25.00	
	New Business	Each	\$100.00	

*Projects funded/administered by the City of Gautier and/or the Pascagoula-Gautier School District are not subject to permitting fees.

*Projects funded/administered by the Pascagoula-Gautier School District are however, subject to applicable Review/Approval Process Fees.

	DESCRIPTION OF SERVICES	UNIT	FEE	NOTES
	Rummage Sale	Each	\$0.00	Commercial Only. No permit required for residential property.
	Temporary Use	Each	\$25.00	Christmas Tree Sales Lot, Contractor's Temporary Office/Storage Sheds (per building/structure), Portable Storage Container, Realstate Sales Office, Farm Produce/Non-Perishable Goods Sales, Special Events (Private Commercial Property). Special Events on public property will be approved by the City Clerk's Office.
	Swimming Pools	Each	See Section I. for permits fees based on new construction valuation	
	Off-Site Improvements	Each		Bond required for all off-site improvements over \$10,000 valuation.
	Subdivision Infrastructure	Each		
	Re-inspection Fee	Each	\$25.00	
	Work W/O Permit	Each	Up to 5x Normal Permit Fees	Building and Zoning Administrator will determine the fee based on the latest edition of the International Code Council
	City Construction Project		Permit is required, but no fee will be charged	
V.	CONTRACTOR LICENSE			
	General		no charge	Must have License issued by the State of Ms.
	Remodelers		\$100 for Gautier License or No Charge if Licensed through State of Ms.	
	Electrical		\$50 for Gautier License or No Charge if Licensed through State of Ms.	
	Mechanical			
	Plumbing			
VI.	REVIEW/APPROVAL PROCESS FEE			
	Plan Review			
	Commercial Plan Review	Each	1/2 Permit Fee or Cost of 3rd Party Review (whichever is higher)	
	Subdivision Infrastructure Plan Review	Each		
	Residential - New House	Each	\$50.00	Includes any new house or addition/accessory structure over 750 sf
	Residential - Misc. Plan Review	Each	\$25.00	Includes sheds, decks, additions/accessory structures (under 750 sf), renovations, ramps, driveways, bulkheads, retaining walls, flag poles, boathouses, piers, etc.
	Major Development Order	Each	\$100.00	For all Commercial Developments over 2.25 acres (unless exempt by UDO). Or developments requesting Tier 3 approval. Required Planning Commission and City Council Review.
	Landfill Site Operating Permit			
	new, expanding and modifications	Each	\$150.00	
	annual renewal only	annually	\$50.00	with no changes in operations
	Appeal Staff Decision to Planning Commission	Each	\$100.00	
	Appeal Planning Commission Decision to Council	Each	\$100.00	
	Right-of-Way Vacation	Each	\$250.00	
	Conditional Use (Major/Minor)	Each	\$250.00	
	Technical Review Committee (TRC) Review Meeting	Each	\$50.00	TRC Fee is not charged if it is a part of another review process listed in this section.
	Technical Review Committee (TRC) Review without Meeting	Each	\$0.00	Review materials will be e-mailed to TRC members in lieu of having an official meeting if the applicant waives their right to attend a meeting.
	Variance - Greater than 30%	Each	\$175.00	
	Variance - Administrative	Each	\$100.00	
	Zoning Change	Each	\$300.00	

	DESCRIPTION OF SERVICES	UNIT	FEE	NOTES
	Text Amendment	Each	\$250.00	
	Home Occupation	Each	\$125.00	
	Lot Split/Rearrangement (Minor)	Each	\$50.00	under 2.25 acres
	Lot Split/Rearrangement (Major)	Each	\$100.00	over 2.25 acres and/or 2 lots
	Subdivision of Land Process - Preliminary/Final	Each	\$100.00 + \$6 per lot	
	Other Public Hearing Requests	Each	\$100.00	

CULTURAL SERVICES

	DESCRIPTION OF SERVICES	UNIT	FEE	NOTES
I.	GENERAL PARK AND RECREATION (RENTAL FEES)			
	GEORGE MARTIN PARK			
	Whole Park Rental	Day	\$500.00 + \$250 refundable Deposit	
	pavilion -(8am to 12pm)	Day	\$35.00 + \$15 refundable deposit	
	pavilion -(12pm to 4pm)	Day	\$35.00 + \$15 refundable deposit	
	pavilion -(4pm to dusk)	Day	\$35.00 + \$15 refundable deposit	
	pavilion -(all day)		\$100.00 + \$30 refundable deposit	
	Senior Center Building			
	resident	Day	\$100.00 + \$100 refundable Deposit	
	non resident	Day	\$100.00 + \$100 refundable Deposit	
	BUDDY DAVIS PARK / BACOT PARK			
	Whole Park Rental	Day	\$500.00 + \$350 refundable Deposit	
	Field Rental (8am to 1pm)	Each	\$50.00 + \$50 refundable Deposit	Any one field
	Field Rental (1pm to 5pm)	Each	\$50.00 + \$50 refundable Deposit	Any one field
	Field Rental (5pm to 10pm)	Each	\$75.00 + \$100 refundable Deposit	Any one field
	Field Rental (All Day)	Each	\$150.00 + \$100 refundable Deposit	Any one field
	Field Light Charge when left on	Each Day	\$100.00	Any Field/Any Park
	SHEPARD STATE PARK			
	Camping (RV sites)			
	nightly	Day	\$18.00	
	nightly (65 or older/ or disable)	Day	\$13.00	
	monthly	Monthly	\$360.00	
	camping (primitive)	Per Tent/Day	\$13.00	
	Group/Scout Group (primitive)	per person/Day	\$2.00	
	Yearly pass	Yearly	\$42.00	Includes Daily Car Pass activities and archery lane use. Does not include facility rentals or camping.
	Daily Car Pass (Up to 6 People)	per car	\$4.00	\$.50 per person over 6. (Provides access to disc golf, dog park, playground, bike trails/ walking trails., etc.)xx
	Daily Walk In Pass /Bus/Bike	per person/Day	\$0.50	
	Boat Launch	per boat/Day	\$7.00	Campers Exempt from Boat Launch Fee

	DESCRIPTION OF SERVICES	UNIT	FEE	NOTES
	Archery Lane Use	per hour/ person	\$5.50	Must leave valid driver's license with park attendant until fee is paid upon leaving park.
	Park Pavilions	per day	\$35.00	
	Multi-purpose Field	per hour	\$6.00	
	Multi-purpose Field w/lights	per hour	\$12.00	
	SPECIAL EVENTS FEES			
	Bleacher Rental/ Setup			
	resident	Each	\$75.00 + \$75 refundable Deposit	No charge if bleachers are being used in conjunction with a field rental and the bleachers do not need to be moved. Must leave copy of valid driver's license with City Hall until fee is paid.
	non resident	Each	\$95.00 + \$95 refundable Deposit	
	Chair Rental			
	resident	Each	\$1.00	Refundable Deposit \$10 for each set of 20 chairs (\$10 minimum). Must leave copy of valid driver's license with City Hall until fee is paid.
	non resident	Each	\$2.00	
	Table 6FT./8FT Rentals			
	resident	Each	\$5.00	Refundable Deposit \$20 for each set of 20 Tables (\$20 minimum). Must leave copy of valid driver's license with City Hall until fee is paid.
	non resident	Each	\$7.50	
	Barricades Delivery			
	resident	Each	\$10.00	Refundable Deposit \$50 for each set of 20 Barricades (\$50 minimum)
	non resident	Each	\$15.00	
	CITY PROGRAM REGISTRATION FEES			
	Youth Football			
	Flag Football		\$70.00	
	Tackle Football		\$90.00	
	Youth Cheerleading		\$90.00	
	Youth Basketball		\$60.00	

CITY CLERK

	DESCRIPTION OF SERVICES	UNIT	FEE	NOTES
I.	ADMINISTRATION FEES			
	Photocopies	page	\$0.30	
	NSF Check Fee	Each	\$40.00	
	Candidate Filing Fee	Each	\$10.00	
	Audio/Video Tape Copies	Each	\$25.00 + hourly rate	
II.	PRIVILEGE LICENSE			
	1 – 3 employees		\$20.00	
	4 – 10 employees		\$30.00	
	11 and above		\$30.00	the 1 st ten employees and \$3 for each additional employee. The cost of the license will be determined by the number of full time employees.(30 hrs. a week or more)
III.	TRANSIENT VENDORS			
	Privilege License	Each	\$250.00	(should be renewed after 90 days for \$25.00)
	Privilege License Reprint	Each	\$15.00	
	Badge of Identifying Certificate	Each	\$15.00	
IV.	SUBPOENAS – personal appearance	Each	\$150.00	

	DESCRIPTION OF SERVICES	UNIT	FEE	NOTES
V.	MUNICIPAL COURT FINES			
	IMPLIED CONSENT			
	DUI 1st offense		\$1,095.00	
	DUI 2nd offense		\$1,275.00	
	DUI 3rd offense		FELONY	
	DUI Drugs		\$1,095.00	
	ZERO TOLERANCE FOR MINORS			
	DUI 1st offense		\$575.00	
	DUI 2nd offense		\$825.00	
	TRAFFIC			
	following to close		\$172.00	
	handicap parking violation		\$250.00	
	improper parking		\$172.00	
	improper lane use		\$172.00	
	improper turn or failure to sign		\$172.00	
	improper passing		\$172.00	
	driving on wrong side of road		\$172.00	
	obstructing public street (obstruction of city street)		\$172.00	
	failure to chg. lanes-stopped emergency vehicle		\$343.00	
	pass stopped school bus		\$343.00	
	failure to yield blue lights/siren		\$343.00	
	failure to obey police/traffic		\$343.00	
	failure to yield- right of way		\$172.00	
	failure to yield emergency vehicle		\$343.00	
	failure to dim headlights		\$172.00	
	ran red light		\$172.00	
	ran stop sign		\$172.00	
	careless driving		\$212.00	
	reckless driving		\$252.00	
	drag racing		\$252.00	
	no motorcycle endorsement		\$242.00	
	parking in fire lane		\$242.00	
	no seatbelt in use		\$75.00	
	child restraint violation		\$168.00	
	SPEEDING			
	speeding in school zone		\$247.00	
	over (1-9 miles)		\$176.00	
	over (10 miles)		\$186.00	
	over (11 miles)		\$187.00	
	over (12 miles)		\$188.00	
	over (13 miles)		\$189.00	
	over (14 miles)		\$190.00	
	over (15 miles)		\$191.00	
	over (16 miles)		\$198.00	
	over (17 miles)		\$200.00	
	over (18 miles)		\$202.00	
	over (19 miles)		\$204.00	
	over (20 miles)		\$216.00	
	over (23 miles)		\$228.00	
	over (24 miles)		\$231.00	
	over (25 miles)		\$234.00	
	over (26 miles)		\$239.00	
	over (27 miles)		\$244.00	
	over (28 miles)		\$249.00	
	over (29 miles)		\$254.00	

	DESCRIPTION OF SERVICES	UNIT	FEE	NOTES
	over (30 miles)		\$269.00	
	over (31 miles)		\$272.00	
	No Motor Vehicle Liability Insurance		\$643.00	
	Running Railroad Crossing Arms		\$363.00	
	Allow Unauthorized unlicensed person to drive		\$172.00	
	No Driver's License		\$342.00	
	Expired Driver's License		\$343.00	
	Suspended Driver's License-Alcohol involved		\$568.00	
	Suspended Driver's License		\$343.00	
	Leaving Scene Of An Accident		\$342.00	
	Leaving Scene w/Injuries		\$542.00	
	Improper Equipment		\$172.00	
	Failure To Wear Crash Helmet		\$172.00	
	Improper Load		\$172.00	
	Expired Tag		\$274.00	
	Improper Tag		\$274.00	
	No Tag		\$274.00	
	Switched Tag		\$274.00	
	Improper Display of Tag		\$274.00	
	TINTED WINDOWS			
	1st offense		\$205.00	
	2nd offense		\$242.00	
	3rd offense		\$342.00	
	ASSAULT AND WEAPONS			
	child neglect		\$553.00	
	domestic violence - 1st		\$553.00	
	domestic violence - 2nd		\$954.00	
	knowingly violate a protective		\$538.00	
	assault & battery		\$553.00	
	assault by threat		\$553.00	
	assault with weapon		\$704.00	
	assault on a minor		\$553.00	
	carry concealed weapon		\$405.00	
	discharge weapon		\$505.00	
	exhibit weapon		\$505.00	
	THEFT AND FALSE PRETENSE			
	solicit without permit		\$254.00	
	use credit card w/intent defraud		\$504.00	
	embezzlement		\$505.00	
	embezzlement (\$500.00 & over)		FELONY	
	false pretense		\$553.00	
	false reporting of a crime		\$553.00	
	home repair fraud		\$804.00	
	gambling		\$305.00	
	operate gambling house		\$490.00	
	trespass less than larceny		\$505.00	
	petit larceny		\$505.00	
	defrauding an innkeeper		\$553.00	
	theft of utilities		\$505.00	
	meter tampering		\$505.00	
	machine, coin oper/breaking in		\$505.00	
	giving away MDSE by employee		\$505.00	

	DESCRIPTION OF SERVICES	UNIT	FEE	NOTES
	harassing, profane, telephone		\$490.00	
	bad check		\$553.00	
	uttering forgery		\$604.00	
	forgery		FELONY	
	receive stolen property (MISD)		\$505.00	
	receive stolen property (MISD)		FELONY	
	SHOPLIFTING			
	1st offense		\$553.00	
	2nd offense		\$953.00	
	3rd offense		FELONY	
	shoplifting, encourage or aid person under 18		\$553.00	
	ARREST AND POLICE OFFICER			
	false identifying information		\$304.00	
	simple assault on officer		\$653.00	
	resisting arrest		\$653.00	
	fleeing arrest		\$653.00	
	impersonate a police officer		\$653.00	
	interfere with duties of a police officer		\$304.00	
	ALCOHOLIC BEVERAGES			
	sell or give alcohol to minor		\$605.00	
	sell beer without license		\$605.00	
	unlawful to consume alcohol in public place		\$230.75	
	purchase or posses alcohol for minor		\$369.00	
	public drunk		\$305.00	
	NARCOTICS			
	Possession of Schedule III, IV, V		\$1,203.25	
	Possession of Marijuana		\$504.00	
	Possession of (Drug) Paraphernalia		\$504.00	
	ALLOW DOGS TO RUN LOOSE			
	1 st Offense		\$209.00	
	2 nd Offense		\$235.00	
	3 rd Offense		\$284.00	
	NO RABIES VACCINATION		\$304.00	
	Confinement Violations		\$304.00	
	General Owner Responsibility Violation		\$283.00	
	Dangerous Animals Non-Compliance		\$505.00	
	Failure to provide Vet care		\$283.00	
	Animal Cruelty		\$553.00	
	Animal Neglect		\$283.00	
	Fowl and Livestock Violation		\$283.00	
	Aggravated animal abuse		\$553.00	
	Smoking in Public Building		\$209.00	
	Public Profanity		\$304.00	
	Disturbing the Peace		\$304.00	
	Disorderly Conduct Failure to comply with Law Enforcement		\$304.00	
	Disorderly Conduct refuse to leave premises		\$304.00	
	Disorderly Conduct phys acts/profane language		\$304.00	
	Contempt of Court (Failure to Compile)		\$274.00	
	Contempt of Court (Failure to appear)		\$274.00	
	Contempt of Court (Failure to pay)		\$274.00	
	Aiding & Abetting in Bail Bond Jumping		\$505.00	
	Bail Bond Jumping MISD		\$553.00	
	Disturbance Nuisance - danger neighborhood		\$209.00	

	DESCRIPTION OF SERVICES	UNIT	FEE	NOTES
	Disturbing Family Peace		\$304.00	
	Interference with City Officer		\$304.00	
	Care of Premises		\$233.00	
	Extortion		\$505.00	
	Curfew Violation		\$234.00	
	Contribute to Delinquency of Minor		\$505.00	
	Possession of Handgun by a Minor		\$505.00	
	Indecent Exposure		\$505.00	
	Obscene/Harassing Phone Calls		\$505.00	
	Escape		\$505.00	
	911 Abusive Calls		\$515.00	
	Misdemeanor Hindering Prosecution		\$505.00	
	Conspiracy to Commit a Crime		\$505.00	
	Fireworks Inside City Limits		\$219.00	
	Prostitution		\$505.00	
	Vagrancy		\$489.00	
	Hitch-Hiking		\$255.00	
	Trespassing		\$353.00	
	Malicious Mischief (Face Value)		\$203.25	
	Loud Music		\$285.00	
	Litter Law Violation		\$454.00	
	Stalking			
	1 st Offense		\$505.00	
	2 nd Offense		FELONY	
	Boating Under the Influence			
	1 st Offense		\$594.00	
	2 nd Offense		\$794.00	
	3rd Offense		\$1,193.25	
	Sell Tobacco to Minor		\$234.00	
	Abstracts		\$10.00	
	Affidavit		\$10.00	
	Withdrawal Form		\$10.00	

POLICE DEPARTMENT

	DESCRIPTION OF SERVICES	UNIT	FEE	NOTES
I.	MISCELLANEOUS FEES (POLICE)			
	Accident Reports	Each	\$20.00	
	Parking Lot Reports	Each	\$10.00	
	Offense Reports	Each	\$10.00	(No charge on domestic or assault reports)
	Fingerprints	Each	\$15.00	
	Background Checks	Each	\$15.00	

PUBLIC WORKS/ UTILITIES

	DESCRIPTION OF SERVICES	UNIT	FEE	NOTES
I.	METER DEPOSIT FEES *			
	¾" meter		\$200.00	
	1" meter		\$250.00	
	1 ½" meter		\$300.00	
	2" meter		\$350.00	
	3" meter and above		meter cost plus two (2) months minimum bill	
	*Move without notice will forfeit deposit			
II.	WATER CHARGE			
	Minimum Charge of 3000 Gallons or Less	residential	25.5 -\$24.75	
	1000 Gallons Over the Minimum	residential	8.5 -\$8.25	
	Minimum Charge of 3000 Gallons or Less	commercial	\$25.50	
	1000 Gallons Over the Minimum	commercial	\$8.50	
III.	SEWER CHARGE			
	Minimum Charge of 3000 Gallons or Less			
	Sewer Charge	residential	\$12.30	
	1000 Gallons Over the Minimum	residential	\$4.10	
	Wastewater Treatment Charge	residential	14.7 -\$15.45	
	Minimum Charge of 3000 Gallons or Less			
	Sewer Charge	commercial	\$18.75	
	1000 Gallons Over the Minimum	commercial	\$6.25	
	Wastewater Treatment Charge	commercial	\$15.45	
	1000 Gallons Over the Minimum (wastewater treatment)		4.9 -\$5.15	
	Sewer Only (Residential) Monthly Charge		\$42.00	
	Sewer Only (Commerical) Monthly Charge		\$100.00	
IV.	GARBAGE CHARGE			
	1 st Cart		\$17.00	
	Additional Cart (Residential)		\$3.40	
	Additional Cart (Commercial)		\$5.25	
	Cart Delivery Fee (After Initial Set-up)		\$15.00	
	Special pick-up (one lift)	small load	\$50.00	
	Special pick-up (one lift)	large load	\$100.00	
V.	MISCELLANEOUS FEES			
	Demand Fee for commerical accounts using under-2000-gallons monthly			
		¾" meter	\$25.00	
		1" meter	\$50.00	
		2" meter	\$150.00	
	Capacity Charge (depending on usage)			
	0 to 9,999 gallons monthly		\$0.00	
	10,000 to 19,999 gallons monthly		\$50.00	
	20,000 to 49,999 gallons monthly		\$150.00	
	50,000 to 99,999 gallons monthly		\$350.00	
	100,000 to 199,999 gallons monthly		\$750.00	
	200,000 to 249,999 gallons monthly		\$1,000.00	
	greater than 250,000 gallons monthly		\$1,500.00	
	Reconnect for Lock off		\$65.00	
	Returned Check Fee		\$50.00	

	DESCRIPTION OF SERVICES	UNIT	FEE	NOTES
	Late Charge Fee		\$35.00	
	Connection Service Fee		\$50.00	
	Reconnect Fee for Temporary Disconnect		\$30.00	
	Temporary Disconnect		\$30.00	
	Lock off for Non-payment		\$30.00	
	Illegal connection and/or Theft of Utilities		\$600.00 plus associated fees	
	Sewer Cleanout/Cap Tampering Fee		\$100.00	
	Sewer Inspection Fee (customer caused issue)		\$100.00	
	Transfer Fee		\$45.00	
	After Hours Calls - Other		\$50.00	
	3/4" Irrigation Meter - tap		\$255.00	
	1" Irrigation Meter - tap		\$375.00	
	Meter Locks		\$25.00	
	Meter Box Tamper Fee		\$60.00	
	Meter Relocate Fee		\$100.00	
	Meter Reread Fee		\$30.00	
	Pool Fill (Meter Only)		\$100.00	
VI.	TAP FEES (Includes Water & Sewer)			divide by half for water only or sewer only
	3/4" tap connection	plus meter deposit	\$640.00	plus time and material cost
	1" tap connection	plus meter deposit	\$640.00	plus time and material cost
	1 1/2" tap connection	plus meter deposit	\$640.00	plus time and material cost
	2" tap connection	plus meter deposit	\$640.00	plus time and material cost
	3" tap connection	meter cost plus two (2) months minimum bill	\$640.00	plus time and material cost
	4" tap connection	meter cost plus two (2) months minimum bill	\$640.00	plus time and material cost
	6" tap connection	meter cost plus two (2) months minimum bill	\$640.00	plus time and material cost
	8" tap connection	meter cost plus two (2) months minimum bill	\$640.00	plus time and material cost

POLICY FOR ADJUSTMENTS ON WATER AND SEWER CHARGES

Pursuant to Mississippi Law, whether a municipality may reduce a utility bill of a customer depends upon the facts and circumstances of each case.

LEAK ADJUSTMENTS

If a leak occurs in a portion of the City owned and maintained water system, the Customer will not have to pay for either the water usage or sewer treatment attributable to the leak.

If a leak occurs in a portion of the Customer owned and maintained water system, the Customer will have to pay for the increased water usage. The Customer will not have to pay the sewer charge for any water that was not routed through the City sewer system. The adjustment for leaks of sewer usage shall be based on the previous (3) months average.

METER MALFUNCTIONS

If the City water meter malfunctions and results in a reading of increased usage, the Customer will not be required to pay either the water service charge or the sewer charge for any usage in excess of the previous six (6) month average.

POOL AND IRRIGATION OPTIONS

The City offers an irrigation meter (water charge only) for outdoor use. This meter will result in charges for the water usage only; there will be no sewer charges on water usage through the meter.

The City offers a fire hydrant meter for in ground pool filling. This meter will result in charges for the water usage only; there will be no sewer charges on water usage through this meter.

TAMPERING AND VANDALISM

In cases of a significant increase in usage caused by tampering, vandalism or unforeseen abnormalities, which can be documented to the City's satisfaction, that portion of the bill for water and sewer in excess of the prior six (6) month average may be forgiven at the discretion of the City Manager.

PAYMENT PLANS

Any abnormally high monthly billing may be satisfied through a payment plan, which shall not exceed a twelve (12) month period, and may only be approved by the City Manager.

THIS POLICY IS SUBJECT TO CHANGE AT ANY TIME BY ORDER OF THE CITY COUNCIL

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

Council Meeting:
Title:

**October 3, 2017
Approval of Docket of Claims**

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000 ext. 309

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 October 3, 2017.

Docket of Claims
Release date from 10/03/2017 thru 10/03/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SBM REPORTING LLC	172931	10/03/2017	09/18/2017			175.00	
	Account Number 001-090-698	Description 9/7/17 PLANNING MTG		Invoice # MB822	Date 09/15/2017	P.O.	Amount	175.00
001	M & E FEED & SEED	172932	10/03/2017	09/18/2017			83.98	
	Account Number 001-100-514	Description DOG FOOD		Invoice # 5141	Date 08/15/2017	P.O.	Amount	41.99
	001-100-514	DOG FOOD		5142	08/17/2017			41.99
001	C SPIRE WIRELESS	172949	10/03/2017	09/19/2017			551.62	
	Account Number 001-100-605	Description POLICE CELLS		Invoice # 0032680896	Date 08/12/2017	P.O.	Amount	551.62
001	DPS CRIME LAB	172950	10/03/2017	09/19/2017			60.00	
	Account Number 001-100-699	Description ANALYTICAL FEES		Invoice # 90063198	Date 09/01/2017	P.O.	Amount	60.00
001	AT&T	172956	10/03/2017	09/21/2017			3,483.08	
	Account Number 001-092-605	Description MONTHLY SERVICE		Invoice # 2284978000	Date 09/14/2017	P.O.	Amount	3,483.08
001	AT&T	172957	10/03/2017	09/21/2017			86.25	
	Account Number 001-092-605	Description MONTHLY SERVICE		Invoice # 284977070	Date 09/14/2017	P.O.	Amount	86.25
001	AT&T	172958	10/03/2017	09/21/2017			152.88	
	Account Number 001-092-605	Description MONTHLY SERVICE		Invoice # 2284972172	Date 09/14/2017	P.O.	Amount	152.88
001	AT&T	172959	10/03/2017	09/21/2017			30.80	
	Account Number 001-100-699	Description NCIC TELECOM SERVS		Invoice # 2284970262	Date 09/14/2017	P.O.	Amount	30.80
001	GLOBALSTAR	172972	10/03/2017	09/22/2017			66.37	
	Account Number 001-092-605	Description MONTHLY SERVICE		Invoice # 0008723593	Date 09/16/2017	P.O.	Amount	66.37
001	TEC	172973	10/03/2017	09/22/2017			94.45	
	Account Number 001-092-605	Description MONTHLY LONG DISTANCE		Invoice # 907028	Date 09/01/2017	P.O.	Amount	94.45
001	DELTA COMPUTER SYSTEMS INC	172974	10/03/2017	09/22/2017			455.00	
	Account Number 001-092-698	Description ACCTG SOFTWARE MAINT		Invoice # MN125171	Date 09/15/2017	P.O.	Amount	315.00
	001-092-698	VOTER REG SOFTWARE MAINT		MN125171	09/15/2017			20.00
	001-092-698	PRIV LICENSE SOFTWARE MAINT		MN125172	09/15/2017			120.00

Docket of Claims
Release date from 10/03/2017 thru 10/03/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SOUTHERN PEST CONTROL INC	172975	10/03/2017	09/22/2017			403.30	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	CITY FACILITIES		321487	09/22/2017			403.30
001	TRICIA THIGPEN	172976	10/03/2017	09/25/2017			60.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-681	PER DIEM: CLERK TRAINING		10172017	09/19/2017			60.00
001	SUSAN R PAROL	172977	10/03/2017	09/25/2017			110.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-022-660	FY 2017 MEETING FEES		09302017	09/14/2017			110.00
001	HOWARD W BUTLER	172978	10/03/2017	09/25/2017			30.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-022-660	FY 2017 MEETING FEES		09302017	09/14/2017			30.00
001	BAYVIEW PET MEDICAL AND DENTAL CENTER	172979	10/03/2017	09/25/2017			383.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-514	WELLNESS EXAM-TESTS: JUSTICE		208306	09/13/2017			190.50
	001-100-514	MEDICATION: JUSTICE		208306	09/13/2017			193.00
001	CHASSITY BILBO	172980	10/03/2017	09/25/2017			164.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-681	PER DIEM ADV:MRPA CONFERENCE		10162017	08/21/2017			164.00
001	JEREMY BROWN	172981	10/03/2017	09/25/2017			72.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	PER DIEM ADV: FI 11-1031-II		10092017	08/01/2017			72.00
001	ROY ODOM JR	172982	10/03/2017	09/25/2017			90.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	PER DIEM ADV: AIRPORT FF		10162017	01/05/2017			90.00
001	PITNEY BOWES GLOBAL FINANCIAL SERVS	172983	10/03/2017	09/25/2017			422.97	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	LEASE PMT: POSTAGE MACHINE		3304343683	09/05/2017			422.97
001	IDENTI-KIT SOLUTIONS	172984	10/03/2017	09/25/2017			408.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	ANNUAL LICENSE		106053	09/01/2017			408.00
001	LEADSONLINE LLC	172985	10/03/2017	09/25/2017			2,148.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	TOTALTRACK RENEWAL		241964	08/01/2017			2,148.00
001	MS MUNICIPAL LEAGUE	172986	10/03/2017	09/25/2017			5,872.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-682	FY 2017 MEMBERSHIP DUES		26393	08/16/2017			5,872.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	GULF REGIONAL PLANNING COMMISSION	172987	10/03/2017	09/25/2017			8,477.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-643	FY 2018 ANNUAL FEE		FY 2018	07/17/2017		8,477.00	
001	PROFESSIONAL SYSTEMS USA INC	172988	10/03/2017	09/25/2017			486.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-513	CRUISIN FLYER		358297	09/20/2017		486.00	
001	JACKSON COUNTY CHANCERY CLERK	172989	10/03/2017	09/25/2017			127.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-698	FY PLAT COPY & NOTICES		5026	09/14/2017		127.00	
001	JACKSON COUNTY CHAMBER OF COMMERCE	172990	10/03/2017	09/25/2017			5,150.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-643	FY 2018 MEMBERSHIP		27503	07/11/2017		5,150.00	
001	FUELMAN OF MS	172991	10/03/2017	09/25/2017			2,476.90	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-525	UNL FUEL		NP51381583	09/18/2017		1,958.62	
	001-161-525	UNL & DSL FUEL		NP51381583	09/18/2017		325.41	
	001-170-525	UNL & DSL FUEL		NP51381583	09/18/2017		143.07	
	001-205-525	UNL FUEL		NP51381583	09/18/2017		49.80	
001	FUELMAN OF MS	172993	10/03/2017	09/25/2017			2,663.54	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP51415040	09/25/2017		51.78	
	001-092-525	UNL FUEL		NP51415040	09/25/2017		36.83	
	001-100-525	UNL FUEL		NP51415040	09/25/2017		1,968.86	
	001-161-525	UNL & DSL FUEL		NP51415040	09/25/2017		384.96	
	001-170-525	UNL FUEL		NP51415040	09/25/2017		97.47	
	001-205-525	UNL & DSL FUEL		NP51415040	09/25/2017		123.64	
001	SINGING RIVER ELECTRIC COOPERATIVE	172994	10/03/2017	09/25/2017			833.04	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	BROWN FD 95237002		09172017	09/25/2017		349.94	
	001-161-631	MARTIN BLUFF FD 58380001		09172017	09/25/2017		229.41	
	001-201-629	SIGNAL LIGHTS 17546		09172017	09/25/2017		36.63	
	001-092-631	CITY LIMIT SIGN 17546		09172017	09/25/2017		28.64	
	001-100-631	MBLUFF SUB STN 58521002		09172017	09/25/2017		188.42	
001	WORKIN.COM INC	173003	10/03/2017	09/25/2017			99.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-022-615	POST CONTRACT/PROJ ADMIN JOB		BGCJ4255	09/22/2017		99.00	
001	PROFESSIONAL SYSTEMS USA INC	173016	10/03/2017	09/26/2017			650.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-513	CRUISIN RACK CARDS		358395	09/22/2017		650.00	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CINDY RUSSELL	173020	10/03/2017	09/26/2017			42.65	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-681	PER DIEM REIMB: CLERK TRNG		09202017	09/26/2017			42.65
001	DANTE ELBIN, CUSTODIAN	173022	10/03/2017	09/26/2017			168.14	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	CAR TAGS (8)		07102017	09/25/2017			114.75
	001-100-559	MICRO SD CARD		08102017	09/25/2017			37.44
	001-100-559	F150 TAG		08222017	09/25/2017			15.95
001	SCOTT ANKERSON, CUSTODIAN	173023	10/03/2017	09/26/2017			159.90	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	DUCT TAPE (3)		08292016	09/26/2017			10.24
	001-170-559	BALLOONS		09022016	09/26/2017			6.42
	001-021-513	GE AUDIO KIT/EXT CORD		12032016	09/26/2017			15.88
	001-021-513	3 CLIPBOARDS, 8 TABLE COVERS		12022016	09/26/2017			12.84
	001-170-559	KEYS - LOCKSMITH		02152017	09/26/2017			20.87
	001-170-559	SUGAR, NAPKINS: TREE PLANTINGQ		02222017	09/26/2017			28.78
	001-090-559	MORAN AWARD FLOWERS		03022017	09/26/2017			21.12
	001-090-559	BRASS SCREWS		03072017	09/26/2017			1.24
	001-090-500	BINDERS: PLANNING COMM		06202017	09/26/2017			16.95
	001-090-559	NAME PLATE: GAINER, P		08012017	09/26/2017			12.00
	001-090-559	PLAT COPY - LAND RECORDS		15755	09/26/2017			5.00
	001-090-689	CORN FOR HOG TRAP		09202017	09/26/2017			8.56
001	MS MUNICIPAL CLERKS/COLLECTORS ASSOC	173024	10/03/2017	09/27/2017			150.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-682	MMCCA DUES FY 2016		09262017	09/26/2017			50.00
	001-040-682	MMCCA DUES FY 2017		09262017	09/26/2017			50.00
	001-040-682	MMCCA DUES FY 2018		09262017	09/26/2017			50.00
001	GRAND VIEW SECURITY LLC	173025	10/03/2017	09/27/2017			300.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	ALARM MONITORING 8/17-8/18		0215-4431	08/02/2017			300.00
001	SINGING RIVER ELECTRIC COOPERATIVE	173026	10/03/2017	09/27/2017			8,495.74	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	STREET LIGHTING 10554		09182017	09/26/2017			5,079.16
	001-201-629	SIGNAL LIGHTS 10554		09182017	09/26/2017			872.13
	001-092-631	CITY HALL 10554		09182017	09/26/2017			1,016.81
	001-170-631	FRAZIER PARK 10554		09182017	09/26/2017			48.39
	001-170-631	SENIOR BLDG 10554		09182017	09/26/2017			557.55
	001-161-631	CENTRAL FD 10554		09182017	09/26/2017			452.05
	001-170-631	CITY PARK 10554		09182017	09/26/2017			102.20
	001-092-631	PUBLIC WORKS 10554		09182017	09/26/2017			338.13
	001-092-631	HWY 90 SIGN 10554		09182017	09/26/2017			29.32

Docket of Claims
Release date from 10/03/2017 thru 10/03/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	173027	10/03/2017	09/27/2017			2,418.28	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-631	POLICE STATION	66298004	09182017	09/26/2017		1,633.48	
	001-201-629	SIGNAL LIGHT	89113001	09182017	09/26/2017		56.11	
	001-170-631	CITY PARK RESTRMS	89912001	09182017	09/26/2017		273.98	
	001-201-633	STREET LIGHTS	90345002	09182017	09/26/2017		224.29	
	001-092-631	RECORDS BLDG	90790001	09182017	09/26/2017		189.93	
	001-170-631	FRAZIER RESTRMS	98546001	09182017	09/26/2017		40.49	
001	SINGING RIVER ELECTRIC COOPERATIVE	173028	10/03/2017	09/27/2017			1,396.70	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-633	DOLPHIN ST	94987002	09182017	09/26/2017		221.43	
	001-201-633	DOLPHIN ST	94988002	09182017	09/26/2017		136.68	
	001-201-633	DOLPHIN ST	94989002	09182017	09/26/2017		151.21	
	001-201-633	DOLPHIN ST	94990002	09182017	09/26/2017		590.98	
	001-201-633	WM PAYNE	100244001	09182017	09/26/2017		130.47	
	001-201-633	WM PAYNE	100245001	09182017	09/26/2017		165.93	
001	ROPER SUPPLY	173030	10/03/2017	09/27/2017			1,147.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-799	PUSH BUMPER (4): PATROL UNITS	49638	07/25/2017	170953		1,147.00	
001	ESTABROOK MOTOR CO INC	173031	10/03/2017	09/27/2017			678.70	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-205-638	ABS CONTROL MODULE: PUGH, J	226257	09/22/2017	171208		678.70	
	001-205-638	CORE DEPOSIT	226257	09/22/2017	171208		150.00	
	001-205-638	CORE DEPOSIT	226362	09/25/2017	171208		-150.00	
001	REYNOLDS WHOLESALE CO	173032	10/03/2017	09/27/2017			50.20	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-021-513	50# POPCORN	56484	09/21/2017	171229		28.50	
	001-021-513	GALLON POPCORN OIL	56484	09/21/2017	171229		11.95	
	001-021-513	100/102 POPCORN BAGS (5)	56484	09/21/2017	171229		9.75	
001	BSN SPORTS	173035	10/03/2017	09/27/2017			15.21	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-502	1/2" SOLID HELMET STRIPE (12)	900475653	09/14/2017	171198		15.21	
001	GULF COAST BUSINESS SUPPLY CO	173036	10/03/2017	09/27/2017			172.18	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-510	YEL/GREEN SCRUB SPONGE (12)	155612	09/11/2017	171201		9.36	
	001-092-510	CS/96 TISSUE ROLLS	155612	09/11/2017	171201		26.40	
	001-092-510	CS/100 CAN LINER 43X47 (2)	155612	09/11/2017	171201		40.86	
	001-161-500	60/CT BINDER CLIP	155612	09/11/2017	171201		2.58	
	001-161-500	3" VIEW BINDER (2)	155612	09/11/2017	171201		7.80	
	001-161-500	HANDLE LETTER OPENER	155612	09/11/2017	171201		5.40	
	001-161-500	MAGNETIC GRIP CLIPS (5)	155612	09/11/2017	171201		7.75	
	001-161-500	6" PLASTIC RULER	155612.1	09/18/2017	171201		.55	
	001-092-510	CS MF PAPER TOWELS (4)	156341	09/21/2017	171225		71.48	

Docket of Claims
Release date from 10/03/2017 thru 10/03/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FOSTERS A/C & HEATING INC	173037	10/03/2017	09/27/2017			185.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	AC DRAIN CLOG: #6 POLICE STN		0000166148	09/01/2017	171200		185.00
001	CUSTOM PRODUCTS CORPORATION	173038	10/03/2017	09/27/2017			248.29	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-576	36" ACRYLIC CONVEX MIRROR		294666	09/19/2017	171164		215.88
	001-201-576	FREIGHT: FAIRWAY DR		294666	09/19/2017	171164		32.41
001	HAYGOODS INDUSTRIAL ENGRAVERS INC	173039	10/03/2017	09/27/2017			10.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	ENGR PLATE(2):SUPER BOWL 2016		27488	06/19/2017	170907		10.00
001	THE SUN HERALD	173041	10/03/2017	09/27/2017			902.07	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-615	PUBLISH:FY 2017-2018 TAX LEVY		44812365	09/24/2017	171204		643.05
	001-040-615	PUBLISH: FY 2016 AUDIT		44812365	09/24/2017	171221		259.02
001	THE SUN HERALD	173042	10/03/2017	09/27/2017			2,835.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-615	NOTICE: FY 2018 TAX INCREASE		44805684	08/27/2017	171152		1,419.00
	001-040-615	NOTICE: FY 2018 TAX INCREASE		44812365	09/24/2017	171152		1,416.00
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	173044	10/03/2017	09/27/2017			363.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-500	CS 8.5X11 COPY PAPER (9)		3352551261	09/14/2017	171207		277.83
	001-100-500	BX 3-TAB ASSRT FOLDER (2)		3352551261	09/14/2017	171207		31.50
	001-100-500	EXPANDABLE WALL POCKET (2)		3352551261	09/14/2017	171207		27.98
	001-100-500	WIRE MESH ORGANIZER		3352551261	09/14/2017	171207		26.19
001	DRISKEL TURF	173046	10/03/2017	09/27/2017			214.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-559	50 YD CENTIPEDE PALLET (2)		13763	09/21/2017	171231		200.00
	001-201-559	PALLET FEE		13763	09/21/2017	171231		14.00
001	SPORTABOUT	173047	10/03/2017	09/27/2017			4,428.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	YOUTH FTBL UNIFORM PANT (83)		5285	09/12/2017	171196		1,992.00
	001-170-502	YOUTH FTBL JERSEY (82)		5285	09/12/2017	171196		1,804.00
	001-170-502	FLAG FTBL UNIFORM (21)		5285	09/12/2017	171196		325.50
	001-170-502	LOGO CHEER TOP (27)		5321	09/22/2017	171230		81.00
	001-021-513	4' TROPHY:CRUISIN CAR SHOW		5323	09/25/2017	171218		58.00
	001-021-513	3' TROPHY:CRUISIN CAR SHOW(7)		5323	09/25/2017	171218		168.00
001	OMNI CHEER	173048	10/03/2017	09/27/2017			1,947.38	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	YOUTH POM NAVY/GOLD (54)		1969701016	09/08/2017	171203		375.30
	001-170-502	SHIPPING		1969701016	09/08/2017	171203		37.53
	001-170-502	TOP NVY/MGO/WHT YOUTH-S (9)		PO61743810	08/29/2017	171162		215.55
	001-170-502	TOP NVY/MGO/WHT YOUTH-M (9)		PO61743810	08/29/2017	171162		215.55

Docket of Claims
Release date from 10/03/2017 thru 10/03/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	OMNI CHEER	173048	10/03/2017	09/27/2017			1,947.38	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-502	TOP NAVY/MGO/WHT YOUTH-L (3)	PO61743810	08/29/2017	171162	71.85		
	001-170-502	TOP NAVY/MGO/WHT ADULT-XS (2)	PO61743810	08/29/2017	171162	47.90		
	001-170-502	TOP NAVY/MGO/WHT ADULT-S	PO61743810	08/29/2017	171162	23.95		
	001-170-502	TOP NAVY/MGO/WHT ADULT-M	PO61743810	08/29/2017	171162	23.95		
	001-170-502	TOP NAVY/MGO/WHT ADULT LG	PO61743810	08/29/2017	171162	23.95		
	001-170-502	SKIRT NAVY GOLD/WHT YOUTH-S (9)	PO61743810	08/29/2017	171162	215.55		
	001-170-502	SKIRT NAVY GOLD/WHT YOUTH (10)	PO61743810	08/29/2017	171162	239.50		
	001-170-502	SKIRT NAVY GOLD/WHT YOUTH-L	PO61743810	08/29/2017	171162	23.95		
	001-170-502	SKIRT NAVY GOLD/WHT ADULT (2)	PO61743810	08/29/2017	171162	47.90		
	001-170-502	SKIRT NAVY GOLD/WHT ADULT-S	PO61743810	08/29/2017	171162	23.95		
	001-170-502	SKIRT NAVY GOLD/WHT (2)	PO61743810	08/29/2017	171162	47.90		
	001-170-502	SKIRT NAVY GOLD/WHT (2)	PO61743810	08/29/2017	171162	47.90		
	001-170-502	NAVY ANKLET W/STRIPES (3)	PO61743810	08/29/2017	171162	8.85		
	001-170-502	NAVY ANKLET W/STRIPES (24)	PO61743810	08/29/2017	171162	70.80		
	001-170-502	NAVY/WHITE YOUTH POM (27)	PO61743810	08/29/2017	171162	121.50		
	001-170-502	GOLD/WHITE YOUTH POM (27)	PO61743810	08/29/2017	171162	121.50		
	001-170-502	SHIPPING	PO61743810	08/29/2017	171162	161.60		
	001-170-502	SHELL TOP NAVY/WHT YOUTH-XS	PO61743810	08/29/2017	171162	23.95		
	001-170-502	CRT RTN: YOUTH POM (54)	PO617438	09/20/2017		-243.00		
001	OCEAN SPRINGS SIGN AND GRAPHICS LLC	173050	10/03/2017	09/27/2017			927.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-021-513	3X6 BANNER(2):CRUISIN CAR SHOW	1161	09/14/2017	171187	144.00		
	001-021-513	4X8 BANNER (3)	1161	09/14/2017	171187	384.00		
	001-021-513	4X40 MESH BANNER	1161	09/14/2017	171187	399.00		
001	ECONOMY BOOTS SALES & SERVICE	173052	10/03/2017	09/27/2017			3,700.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-535	DUTY BOOTS: GILLESPIE, JAYDEN	42569	09/01/2017	171144	100.00		
	001-161-535	DUTY BOOTS: HILL, MICKEY	18576	09/19/2017	170575	100.00		
	001-161-535	DUTY BOOTS: JAY, CHAD	18581	09/19/2017	170575	100.00		
	001-161-535	DUTY BOOTS: MCGARVEY, RICK	18582	09/19/2017	170575	100.00		
	001-161-535	DUTY BOOTS: MCCOY, DEREK	39940	03/22/2017	170575	100.00		
	001-161-535	DUTY BOOTS: KOZLOWSKI, BRAIN	39942	03/22/2017	170575	100.00		
	001-161-535	DUTY BOOTS: JONES, TIM	39945	03/23/2017	170575	100.00		
	001-161-535	DUTY BOOTS: JONES, ROBERT	39962	03/29/2017	170575	100.00		
	001-161-535	DUTY BOOTS: HILL, JOSH	42206	03/14/2017	170575	100.00		
	001-161-535	DUTY BOOTS: KAUPPI, DANIEL	42207	03/14/2017	170575	100.00		
	001-161-535	DUTY BOOTS: HOCANSON, NICHOLAS	42211	03/14/2017	170575	100.00		
	001-161-535	DUTY BOOTS: FOUNTAIN, KYLE	42212	03/14/2017	170575	100.00		
	001-161-535	DUTY BOOTS: ROS, MARK	42213	03/14/2017	170575	100.00		
	001-161-535	DUTY BOOTS: SHERMAN, STEPHEN	42214	03/14/2017	170575	100.00		
	001-161-535	DUTY BOOTS: LORENZO, TEDDY	42217	03/14/2017	170575	100.00		
	001-161-535	DUTY BOOTS: YATES, JAMES	42220	03/14/2017	170575	100.00		
	001-161-535	DUTY BOOTS: ANSEMAN, BRIAN	42222	03/14/2017	170575	100.00		
	001-161-535	DUTY BOOTS: SHERMAN, JONATHAN	42223	03/14/2017	170575	100.00		
	001-161-535	DUTY BOOTS: DOSSETT, TERRENCE	42224	03/15/2017	170575	100.00		
	001-161-535	DUTY BOOTS: RAYBORN, BRADLEY	42226	03/15/2017	170575	100.00		
	001-161-535	DUTY BOOTS: YOCOM, THOMAS	42227	03/15/2017	170575	100.00		
	001-161-535	DUTY BOOTS: ODOM, ROY	42228	03/15/2017	170575	100.00		
	001-161-535	DUTY BOOTS: MCCLURE, MAURICE	42235	03/15/2017	170575	100.00		

Docket of Claims
Release date from 10/03/2017 thru 10/03/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ECONOMY BOOTS SALES & SERVICE	173052	10/03/2017	09/27/2017			3,700.00	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-535	DUTY BOOTS: TURNER, GARRETT	42237	03/16/2017	170575	100.00		
	001-161-535	DUTY BOOTS: FOUNTAIN, SHANE	91966	03/16/2017	170575	100.00		
	001-161-535	DUTY BOOTS: GUTHRIE, SAMANTHA	42242	03/16/2016	170575	100.00		
	001-161-535	DUTY BOOTS: FORTNEY, TIM	42244	03/16/2017	170575	100.00		
	001-161-535	DUTY BOOTS: GRAHAM, JERED	42245	03/16/2017	170575	100.00		
	001-161-535	DUTY BOOTS: FREEMAN, JUSTIN	42450	08/04/2017	170575	100.00		
	001-161-535	DUTY BOOTS: BROWN, JEREMY	42451	08/04/2017	170575	100.00		
	001-161-535	DUTY BOOTS: LATCH, JOSH	42252	03/17/2017	170575	100.00		
	001-161-535	DUTY BOOTS: ROSSCUP, RENAE	42260	03/21/2017	170575	100.00		
	001-161-535	DUTY BOOTS: VLAHOS, STEVEN	42264	03/21/2017	170575	100.00		
	001-161-535	DUTY BOOTS: ROBINSON, HUNTER	42265	03/21/2017	170575	100.00		
	001-161-535	DUTY BOOTS: FINN, KEVIN	42268	03/22/2017	170575	100.00		
	001-161-535	DUTY BOOTS: LINTON, JONATHAN	42597	09/19/2017	170575	100.00		
	001-100-559	SZ DUTY BOOTS: WILSON, JOSEPH	42611	09/18/2017	171217	100.00		
001	AUDIOWAVE INC	173053	10/03/2017	09/27/2017			620.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-638	INSTALL PUSH BUMPERS (4)	A 47774	09/26/2017	171003	620.00		
001	ELEKTRA TECH ENTERTAINMENT	173054	10/03/2017	09/28/2017			1,500.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-021-513	SOUND SERVICES: CRUISIN	10012017	09/05/2017		1,500.00		
001	JERALD H SAVELL	173055	10/03/2017	09/28/2017			500.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-021-513	TRAIN RIDE: CRUISIN	10012017	09/28/2017		500.00		
001	JAMES TREADWAY	173056	10/03/2017	09/28/2017			200.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-021-513	ENTERTAINMENT: CRUISIN	10012017	09/28/2017		200.00		
001	AMANDA O JONES	173057	10/03/2017	09/28/2017			800.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-021-513	ENTERTAINMENT: CRUISIN	10012017	09/28/2017		800.00		
001	STEVEN DEREK NORSWORTHY	173058	10/03/2017	09/28/2017			800.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-021-513	ENTERTAINMENT: CRUISIN	10012017	09/28/2017		800.00		
001	CHAD A PARKER	173059	10/03/2017	09/28/2017			200.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-021-513	ENTERTAINMENT: CRUISIN	10012017	09/28/2017		200.00		
001	SINGING RIVER ELECTRIC COOPERATIVE	173062	10/03/2017	09/28/2017			1,495.01	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-631	SOUTH FD 76008001	09202017	09/27/2017		247.37		
	001-170-631	BACOT PARK 10137	09202017	09/27/2017		1,128.34		
	001-161-629	SIGNAL LIGHTS 10138	09202017	09/27/2017		119.30		
FUND TOTAL	1 Claims	to	Checks	64 Total	73,436.13 Manual	Held	Total	73,436.13

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
050	COMPTON ENGINEERING INC	172995	10/03/2017	09/25/2017			1,675.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	050-300-763	CONSTRUCTION ADMIN		216-055-7	08/31/2017		1,675.00	
050	M&D CONSTRUCTION COMPANY INC	173018	10/03/2017	09/26/2017			37,526.37	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	050-300-778	CONSTRUCTION 51%		M&D-1783	09/15/2017		37,526.37	
FUND TOTAL	50 Claims	to	Checks	2 Total	39,201.37	Manual	Held	Total 39,201.37

Docket of Claims

Release date from 10/03/2017 thru 10/03/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
130	BATSON & BROWN INC	173040	10/03/2017	09/27/2017			800.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	130-130-770	SURVEY CONNOR PROP: MB ROAD		45705SEPT	09/14/2017	171194		800.00
FUND TOTAL 130 Claims	to	Checks	1 Total	800.00 Manual		Held	Total	800.00

Docket of Claims
Release date from 10/03/2017 thru 10/03/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
157	MID SOUTH UNIFORM & SUPPLY INC	173034	10/03/2017	09/27/2017			2,078.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	157-100-799	SBA ARMOR LVL 2 MALE VEST (3)		567284	09/22/2017	170901	1,800.00	
	157-100-799	SBA M1 CONCEALABLE CARRIER (3)		567284	09/22/2017	170901	216.00	
	157-100-799	SBA SOFT TRAUMA PLATE (3)		567284	09/22/2017	170901	60.00	
	157-100-799	SEW ON PATCH (2)		567284	09/22/2017	170901	2.00	
FUND TOTAL 157	Claims	to	Checks	1 Total	2,078.00 Manual	Held	Total	2,078.00

Docket of Claims
Release date from 10/03/2017 thru 10/03/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY	173017	10/03/2017	09/26/2017			1,757.71	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	172-350-650	LIBRARY SUPPORT		SEP 2017	09/20/2017		1,757.71	
FUND TOTAL 172 Claims	to	Checks	1 Total	1,757.71 Manual		Held	Total	1,757.71

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AD2 INC	172933	10/03/2017	09/18/2017			151.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	HOSTING FEE SEPT 2017		3137	09/15/2017		36.50	
	176-170-699	SHOPPING CART FEE SEPT 2017		3137	09/15/2017		115.00	
176	AT&T	172960	10/03/2017	09/21/2017			269.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	MONTHLY SERVICE		2284972244	09/14/2017		269.10	
176	AT&T	172961	10/03/2017	09/21/2017			268.92	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	SEPT 2017 DSL		2284970676	09/14/2017		110.00	
	176-170-605	MONTHLY SERVICE		2284970679	09/14/2017		158.92	
176	FUELMAN OF MS	172992	10/03/2017	09/25/2017			26.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-525	UNL FUEL		NP51381583	09/18/2017		26.10	
176	REYNOLDS WHOLESALE CO	173033	10/03/2017	09/27/2017			22.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-559	JUMBO TISSUE DISPENSER		56445	09/19/2017	171216	22.95	
176	SINGING RIVER ELECTRIC COOPERATIVE	173063	10/03/2017	09/28/2017			1,561.54	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-631	PARK FACILITIES	76854002	09202017	09/27/2017		1,513.38	
	176-170-631	HOUSE	76855002	09202017	09/27/2017		48.16	
FUND TOTAL 176 Claims	to	Checks	6 Total	2,300.11 Manual		Held	Total	2,300.11

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	IRBY'S ANSWERING SERVICE	172934	10/03/2017	09/18/2017			453.37	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	SERVICES 9/6/17 - 10/3/17		277-090617	09/06/2017		453.37	
400	AT&T	172962	10/03/2017	09/21/2017			97.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284974594	09/14/2017		97.80	
400	AT&T	172971	10/03/2017	09/22/2017			135.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284975234	09/14/2017		135.80	
400	2012 GUD BONDS DEBT SERVICE	172996	10/03/2017	09/25/2017			116,362.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-816	OCT 2017 PRN PMT		10012017	09/30/2017		112,916.67	
	400-680-817	OCT 2017 PRN PMT		10012017	09/30/2017		3,445.83	
400	CITY OF GAUTIER	172997	10/03/2017	09/25/2017			43,427.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-821	ST LNS #3 90/57 SWR		09112017	09/11/2017		7,877.45	
	400-680-822	ST LNS #4 90/57 WTR		09112017	09/11/2017		10,948.67	
	400-680-822	ST LNS #4 90/57 SWR		09112017	09/11/2017		9,019.22	
	400-680-823	ST LNS #5 ALLEN RD		09112017	09/11/2017		2,149.95	
	400-680-824	ST LNS #6 OLD SPAN TR		09112017	09/11/2017		3,765.83	
	400-680-825	ST LNS #7 OLD SPAN TR		09112017	09/11/2017		9,665.99	
400	BANCORPSOUTH EQUIPMENT FINANCE	172998	10/03/2017	09/25/2017			143,724.87	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-831	ENERGY SERVICES/WATER METERS		631447	09/13/2017		143,724.87	
400	ARISTA INFORMATION SYSTEMS INC	172999	10/03/2017	09/25/2017			4,118.55	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	AUG 2017 STATEMENTS		23945	09/14/2017		1,118.55	
	400-650-698	AUG 2017 POSTAGE		1425201709	09/14/2017		3,000.00	
400	WAGGONER ENGINEERING INC	173000	10/03/2017	09/25/2017			17,575.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	RATE STUDY 95%		34039	09/14/2017		17,575.00	
400	SINGING RIVER ELECTRIC COOPERATIVE	173001	10/03/2017	09/25/2017			2,531.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STATIONS 20649		09162017	09/22/2017		833.30	
	400-651-631	LIFT STATIONS 28779		09162017	09/23/2017		245.84	
	400-651-631	SCHOONER WELL 20688		09122017	09/20/2017		959.56	
	400-651-631	LIFT STATIONS 20688		09122017	09/20/2017		492.41	
400	TYLER TECHNOLOGIES INC	173002	10/03/2017	09/25/2017			39,022.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	7/17 - 9/17 SUBS/USER FEES		025-195478	07/10/2017		7,804.50	
	400-650-698	10/17-09/18 SUBSCRIPTION FEE		025-195478	07/10/2017		24,738.00	

Docket of Claims
Release date from 10/03/2017 thru 10/03/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	TYLER TECHNOLOGIES INC	173002	10/03/2017	09/25/2017			39,022.50	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	10/17-09/18 ANNUAL USER FEE		025-195478	07/10/2017		6,480.00	
400	SINGING RIVER ELECTRIC COOPERATIVE	173019	10/03/2017	09/26/2017			4,618.91	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 89627001		09172017	09/25/2017		71.17	
	400-651-631	LIFT STNS 89702001		09172017	09/25/2017		49.18	
	400-651-631	LIFT STNS 17881		09172017	09/25/2017		2,302.66	
	400-651-631	WATER WELLS 17881		09172017	09/25/2017		2,195.90	
400	MS DEPT OF ENVIRONMENTAL QUALITY	173021	10/03/2017	09/26/2017			70.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-559	PERMIT MS-GW-01388		SW00001846	05/01/2017		10.00	
	400-651-559	PERMIT MS-GW-01309		SW00001847	05/01/2017		10.00	
	400-651-559	PERMIT MS-GW-15184		SW00001848	05/01/2017		10.00	
	400-651-559	PERMIT MS-GW-15185		SW00001849	05/01/2017		10.00	
	400-651-559	PERMIT MS-GW-03433		SW00001850	05/01/2017		10.00	
	400-651-559	PERMIT MS-GW-05615		SW00001851	05/01/2017		10.00	
	400-651-559	PERMIT MS-GW-07201		SW00001852	05/01/2017		10.00	
400	SINGING RIVER ELECTRIC COOPERATIVE	173029	10/03/2017	09/27/2017			9,119.02	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	IONIZATION PLANT 99216002		09182017	09/26/2017		347.33	
	400-651-631	LIFT STATIONS 17882		09182017	09/26/2017		2,353.86	
	400-651-631	WATER WELLS 17882		09182017	09/26/2017		3,061.42	
	400-651-631	CITY HALL SOUTH 17882		09182017	09/26/2017		3,356.41	
400	SOUTHERN WATERWORKS SUPPLY INC	173043	10/03/2017	09/27/2017			1,339.78	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	3/4 SCH 80 UNION BALL VAL (12)	71805	09/22/2017	171219		200.81	
	400-651-581	3/4 BRASS METER COUP (12)	71805	09/22/2017	171219		102.84	
	400-651-581	3/4 X 5/8 X 3/4 CURB STOP (12)	71805	09/22/2017	171219		484.35	
	400-651-581	3/4 BRASS COUP MIPT (12)	71805	09/22/2017	171219		160.20	
	400-651-581	3/4 BRASS COUP FIPT (12)	71805	09/22/2017	171219		73.88	
	400-651-581	3/4 BRASS COUP PVC X PVC (12)	71805	09/22/2017	171219		299.70	
	400-651-581	3/4 X 1/8 RUBBER WASHER (100)	71805	09/22/2017	171219		18.00	
400	STAPLES BUSINESS ADVANTAGE DEPT ATL	173045	10/03/2017	09/27/2017			497.02	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-500	PK/3 HP 312A TONER C/M/Y	3348837085	08/09/2016	171107		300.06	
	400-651-500	AVERY 5" HEAVY DUTY BINDER	3348918018	08/10/2017	171107		29.09	
	400-651-500	2018-2019 MONTHLY PLANNER	3348918018	08/10/2017	171107		12.19	
	400-651-500	PK/10 ADD MACHINE ROLL	3348918018	08/10/2017	171107		23.59	
	400-651-500	9.5IN LAMINATOR	3348918018	08/10/2017	171107		88.79	
	400-651-500	PK/100 LAMINATE POUCH	3348918018	08/10/2017	171107		22.18	
	400-651-500	PK/100 ADD MACHINE ROLL	3349147490	08/12/2017	171107		44.71	
	400-651-500	CDT RTN:PK/10 ADD MACHINE ROLL	3352551260	09/14/2017	171107		-23.59	
400	MCNEIL RHOADS LLC	173049	10/03/2017	09/27/2017			2,578.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	MUELLER 452 1" METER (4)	223 MP	04/24/2017	170681		1,300.00	
	400-651-581	MUELLER 572 2" MAG METER (2)	230 HC	05/15/2017	170681		1,278.00	

Docket of Claims
Release date from 10/03/2017 thru 10/03/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CORE & MAIN LP	173051	10/03/2017	09/27/2017			190.26	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-583	PURPLE PRIMER (6)		H829392	09/20/2017	171020	51.78	
	400-651-583	RAIN-R-SHINE CEMENT (12)		H829392	09/20/2017	171020	138.48	
400	SINGING RIVER ELECTRIC COOPERATIVE	173064	10/03/2017	09/28/2017			4,038.30	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 17875		09202017	09/27/2017		362.83	
	400-651-631	LIFT STNS 17883		09202017	09/27/2017		2,103.20	
	400-651-631	LIFT STNS 17884		09202017	09/27/2017		1,572.27	
FUND TOTAL 400 Claims	to	Checks	18 Total	389,899.90 Manual		Held	Total	389,899.90

Docket of Claims

Release date from 10/03/2017 thru 10/03/2017

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	64 Total	73,436.13 Manual	Held	Total	73,436.13
FUND 50 Claims	to	Checks	2 Total	39,201.37 Manual	Held	Total	39,201.37
FUND 130 Claims	to	Checks	1 Total	800.00 Manual	Held	Total	800.00
FUND 157 Claims	to	Checks	1 Total	2,078.00 Manual	Held	Total	2,078.00
FUND 172 Claims	to	Checks	1 Total	1,757.71 Manual	Held	Total	1,757.71
FUND 176 Claims	to	Checks	6 Total	2,300.11 Manual	Held	Total	2,300.11
FUND 400 Claims	to	Checks	18 Total	389,899.90 Manual	Held	Total	389,899.90
Total for all Funds		Checks	93 Total	509,473.22 Manual	Held	Total	509,473.22

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

Council Meeting:

October 3, 2017

Title:

**Authorization for LPA Representation on MDOT
College Park Elementary Safe Routes to School
Project**

Introduced by:

Contact Person/Telephone

April Havens 497-8000 ext. 315

Summary Explanation: Authorization for Jeremy Sasser, of Goodwyn, Mills and Cawood, Inc., to represent the City (the Local Public Agency) for the Project Engineering/Architect's Statement related to the College Park Elementary Safe Routes to School Project.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐
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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 Jeremy Sasser, of Goodwyn, Mills, and Cawood, Inc., to represent the City (the Local Public Agency) for the Project Engineering/Architect's Statement related to the College Park Elementary Safe Routes to School Project is hereby authorized.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 3, 2017.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 09/26/2017
Subject: LPA Representation on MDOT College Park Elementary Safe Routes to School Project

REQUEST:

The Grants & Projects Department requests authorization for Jeremy Sasser, of Goodwyn, Mills, and Cawood, Inc., to represent the City (the Local Public Agency) for the Project Engineer/Architect's Statement related to the College Park Elementary Safe Routes to School Project.

BACKGROUND:

The Safe Routes to School Program, which is funded through MDOT & FHWA, was established as a response to the reduced number of children walking and bicycling to school. This change in the mode of transportation has added to traffic congestion, reduced air quality, and contributed to the decline in children's health.

The purpose of this grant funding is: to enable and encourage children, including those with disabilities, to walk and bicycle to school; to make bicycling and walking to school a safer and more appealing alternative; and to facilitate the planning, development and implementation of projects and activities that will improve safety; and reduce traffic, fuel consumption and air pollution in the vicinity of schools.

DISCUSSION:

This is an MDOT-required form related to the closeout of this Safe Routes to School Program project. Jeremy Sasser is the engineering project manager assigned to the project by Goodwyn, Mills, and Cawood, Inc., with whom the City has a construction engineering and inspection services contract.

RECOMMENDATION:

The Grants & Projects Department recommends that the City Council authorize Jeremy Sasser, of Goodwyn, Mills, and Cawood, Inc., to represent the City (the Local Public Agency) for the Project Engineer/Architect's Statement related to the College Park Elementary Safe Routes to School Project.

The City Council may:

- 1) Authorize Jeremy Sasser, of Goodwyn, Mills, and Cawood, Inc., to represent the City for the Project Engineer/Architect's Statement; or
- 2) Not authorize Jeremy Sasser, of Goodwyn, Mills, and Cawood, Inc., to represent the City for the Project Engineer/Architect's Statement.

ATTACHMENTS:

1. Project Engineer/Architect's Statement

PROJECT ENGINEER/ARCHITECT'S STATEMENT

State of Mississippi

County: Jackson

Local Public Agency (LPA): City of Gautier

Project Number: SRSP-0494-00(010) LPA/106720-401000

Project Description: College Park Elementary Safe Routes To School Ladinier Road

Project Engineer/Architect's Name: Jeremy Sasser

I, Jeremy Sasser attest that:

- (a) The above project has been constructed in accordance with the approved plans, which bear my signature in the upper right hand corner of each as-built sheet thereof, and these plans have been filed in the appropriate LPA office.
- (b) The final quantities have been computed in accordance with the specifications governing the specific items of work involved and the quantities have been checked. Sufficient measurement and calculation data to substantiate the final quantities paid is on file in the Project Engineer's/Architect's or the appropriate LPA's office.
- (c) The final quantities listed on the final estimate are true and correct. I understand that payment to the contractor will be based exclusively on my signature on the LPA-001 for which I bear full responsibility.
- (d) The final total amount allowed to the contractor is accurate and proper, and the last payment to the contractor is the difference between the amount previously paid the contractor and the total amount owed to the contractor.
- (e) The results of the tests on acceptance samples indicate the materials incorporated in the construction work were in conformity with the approved plans and specifications and are properly covered by samples and accepted in accordance with MDOT policy and procedures.
- (f) The contractor has removed all equipment and materials from the right-of-way.
- (g) All supplemental agreements and quantity adjustments have been executed in accordance with the Project Development Manual.

Professional stamp/seal
JEREMY SASSER
LICENSED PROFESSIONAL
ENGINEER
PE-26268

Sworn to and subscribed before me this

19

day of

September, 2017.

Notary stamp/seal

My Commission Expires:

My Commission Expires 03/03/2019

Notary (signature)

Jeremy Sasser

Name of Project Engineer/Architect

is hereby authorized to represent the LPA for the above document.

Chief Executive Officer or Mayor of LPA

Sworn to and subscribed before me this _____ day of _____, _____.

Notary stamp/seal

My Commission Expires: _____

Notary (signature)

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

Council Meeting: October 3, 2017
Title: Acceptance of a Certificate of Attendance
from the Mississippi Municipal Court Clerk
Conference for Donna Davis, Gautier Municipal
Court Clerk

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

Summary Explanation: Acceptance of a Certificate of Attendance from the Municipal Court Clerk Conference in Tunica, Mississippi, September 6-8, 2017 for Donna Davis, Gautier Municipal Court Clerk pursuant to Miss. Code Ann. § 21-23-12 (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:

ORDER NUMBER 000-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Certificate of Attendance from the Municipal Court Clerk Conference in Tunica, Mississippi, September 6-8, 2017 for Donna Davis, Gautier Municipal Court Clerk is hereby accepted.

IT IS FURTHER ORDERED that the certificate of completion shall be made a permanent record of the minutes of the City Council in the municipality from which the municipal clerk is appointed. Miss. Code Ann. § 21-23-12 (2017).

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 October 3, 2017.



Certificate of Attendance

The University of Mississippi Law Center
Awards this Certificate to

Donna Davis

for having attended the
Municipal Court Clerk Conference
Gold Strike Casino Resort ~ Tunica, Mississippi
September 6-8, 2017
conducted by the
Mississippi Judicial College

Linda E. Beasley
Program Manager

Randy P.
Director

CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting:
Title:

October 3, 2017
Resolution removing equipment from Police
Department inventory and declaring the equipment
surplus

Introduced by:
Contact Person/Telephone

Chief Dante Elbin 497-8007

Summary Explanation: Approval of a resolution removing the following office equipment from Police Department inventory and declaring the equipment surplus: one (1) HP Printer S/N CNDY390471 (Inventory Control #430), one (1) HP Printer S/N MY789631HV, one (1) HP Copier S/N CN7CDD51K5 (Inventory Control #389), one (1) Brother Fax Machine S/N U61325A7J920601, one (1) Sharp Printer S/N 67102992 (Inventory Control #351), and one (1) Lanier Printer S/N 745CT. Removal from inventory is in the best interest of the City, given the age and condition of the equipment.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

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

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

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

Action Taken:

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

RESOLUTION NUMBER 000-2017

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

WHEREAS, the Gautier Police Department is requesting the following office equipment be removed from inventory and declared surplus:

<u>ITEM</u>	<u>SERIAL NUMBER</u>	<u>INVENTORY NUMBER</u>
(1) HP Printer	S/N CNDY390471	430
(1) HP Printer	S/N MY789631HV	
(1) HP Copier	S/N CN7CDD51K5	389
(1) Brother Fax Machine	S/N U61325A7J920601	
(1) Sharp Printer	S/N 67102992	351
(1) Lanier Printer	S/N 745CT	

WHEREAS, the Mayor and Members of the Council have determined that, given the age and condition of the office 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 office 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 **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

WHEREUPON, the Mayor and Members of the Council of the City of Gautier, Mississippi, declared the motion carried and the Resolution adopted this the 3rd, day of October , 2017.

MAYOR

ATTEST:

CITY CLERK

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Danny Selover, Police Captain
Date: 09/25/2017
Subject: Resolution removing office equipment from police department inventory and declaring equipment surplus

REQUEST:

City Council authorization is requested by the Gautier Police Department to remove the following printers/scanner/fax from the police department's inventory and declare them as surplus: HP printer S/N CNDY390471 (inventory control number 430), HP printer S/N MY789631HV, HP copier S/N CN7CDD51K5 (inventory control number 389), Brother fax S/N U61325A7J920601, Sharp printer S/N 67102922 (inventory control number 351), and a Lanier printer S/N 745CT.

BACKGROUND

The Police Department has determined that, given the age and condition of these printer/copiers/fax, removal from inventory is in the best interest of the City of Gautier.

RECOMMENDATION:

Police Department staff recommends that City Council authorize the removal of these printers/copiers/fax from inventory until such time as it can be deemed surplus.

ATTACHMENTS:

1. PD Surplus Equipment Photos













CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet

Council Meeting:
Title:

October 3, 2017
Resolution removing a Police Department vehicle from inventory, insurance and authorizing vehicle to be used for parts until such time as it can be deemed surplus

Introduced by:
Contact Person/Telephone

Chief Dante Elbin 497-8007

Summary Explanation: Approval of a resolution removing a 2014 Dodge Charger Police Car, VIN #2C3CDXAT1EH172418 (Inventory Control #1049) from inventory and authorizing vehicle to be used for parts until such time as it can be deemed surplus.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐
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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 OF THE CITY OF GAUTIER, MISSISSIPPI REMOVING A POLICE DEPARTMENT VEHICLE FROM INVENTORY, INSURANCE AND AUTHORIZING VEHICLE TO BE USED FOR PARTS UNTIL SUCH TIME AS IT CAN BE DEEMED SURPLUS

WHEREAS, the Gautier Police Department is requesting a 2014 Dodge Charger Police Car, VIN#2C3CDXAT1EH172418 (Inventory Control #1049) be removed from inventory, insurance and be used for parts until such time as it can be deemed surplus.

WHEREAS, the Mayor and Members of the Council have determined that, given the age and condition of the vehicle, removal from inventory and use for parts is the best use of said vehicle, and is in the best interests of the City of Gautier.

BE IT, THEREFORE, RESOLVED that the Mayor and Council of the City of Gautier, Mississippi has determined that the 2014 Dodge Charger Police Car is hereby removed from inventory, insurance and authorized to be used for parts until such time as it can be deemed surplus.

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

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

AYES:

NAYS:

WHEREUPON, the Mayor and Members of the Council of the City of Gautier, Mississippi, declared the motion carried and the Resolution adopted this the 3rd day of October, 2017.

PHIL TORJUSEN, MAYOR

ATTEST:

CITY CLERK

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Danny Selover, Police Captain
Date: September 25, 2017
Subject: Authorization to remove Police Department vehicle from inventory and insurance, and authorize vehicle to be used as parts.

REQUEST:

City Council authorization is requested by the Gautier Police Department to remove a 2014 Dodge Charger Police Car, VIN #2C3CDXAT1EH172418 (Inventory control #1049 from inventory, remove from insurance coverage, and authorize vehicle to be used as parts until such time as they can be deemed surplus.

BACKGROUND:

The 2014 Dodge Charger was involved in an accident on September 14, 2017 and was totaled as a result. The Police Department has determined that, given the age and condition of the vehicle, removal from inventory and insurance is appropriate. It is recommended that the vehicle be used for parts until such time that it can be declared surplus.

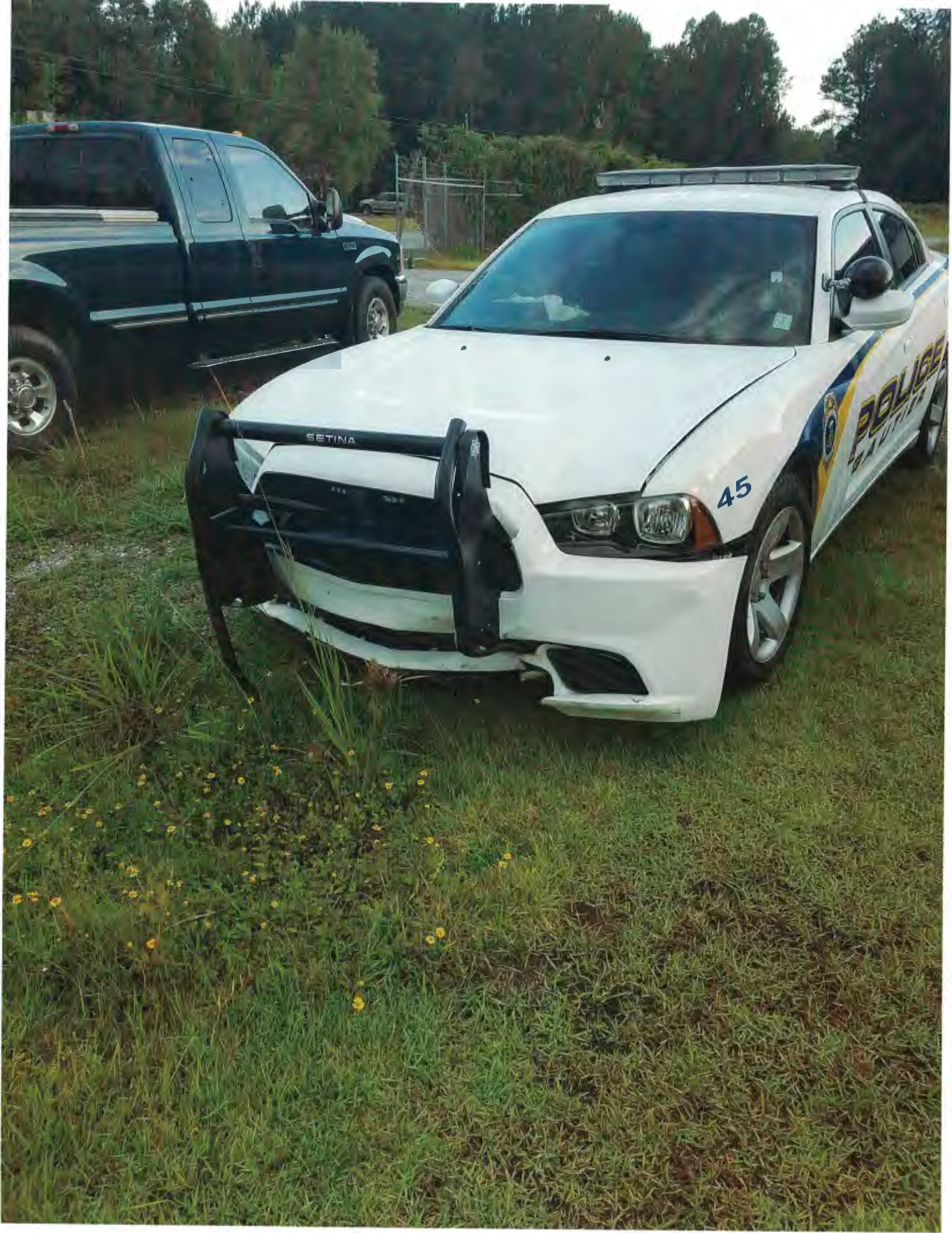
RECOMMENDATION:

Police Department staff recommends that City Council authorize the removal of the vehicle from inventory, removal from insurance coverage and authorize the vehicle to be used for parts until such time as they can be deemed surplus.

ATTACHMENT(S):

2014 Dodge Charger Photos





CITY OF GAUTIER
Consent Agenda Item #5
Fact Sheet

Council Meeting:
Title:

October 3, 2017
Approval and authorization to pay business landlord moving expenses and searching expenses totaling \$2,770.00 to Warren A. Powell 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 business landlord moving expenses and searching expenses totaling \$2,770.00 to Warren A. Powell 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 business landlord moving expenses and searching expenses totaling \$2,770.00 to Warren A. Powell 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 October 3, 2017.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 09/26/2017
Subject: Martin Bluff Road Widening Project - Approval and authorization to pay business landlord moving expenses and searching expenses totaling \$2,770.00 to Warren A. Powell for the Martin Bluff Road Widening Project STP-9194-00(001) LPA/105069-801000

REQUEST:

The Grants & Projects Department requests that City Council approve and authorize payment for business landlord moving expenses and searching expenses totaling \$2,770.00 to Warren A. Powell 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 includes \$2,500.00 for searching expenses (federal maximum) and \$270.00 for actual cost moving expenses. Mr. Powell has removed his personal property from the parcel.

RECOMMENDATION:

The Grants & Projects Department recommends that City Council approve and authorize payment for business landlord moving expenses and searching expenses totaling \$2,770.00 to Warren A. Powell for the Martin Bluff Road Widening Project.

The City Council may:

- 1) Approve the business landlord moving expenses and searching expenses totaling \$2,770.00 for the Martin Bluff Road Widening Project; or
- 2) Not approve the business landlord moving expenses and searching expenses totaling \$2,770.00 for the Martin Bluff Road Widening Project

ATTACHMENTS:

1. Right of Way Invoice

Date September 14, 2017

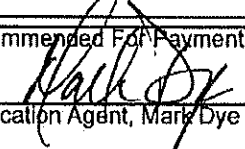
INVOICE - RIGHT OF WAY

P.O. Number 941/

State _____	Acquired By: _____	Nature of Title _____
Vendor No. <u>V99941ROWY0</u> Customer Acct. No. _____	Agreement _____	Fee Simple _____
Payee <u>Warren A. Powell</u>	Settlement _____	Perm. Ease _____
_____	Condemnation _____	Temp. Ease _____
_____	Special _____	D.E. _____
_____	Circuit _____	84-01 RELOCATION
_____	Supreme _____	
Mortgagee <u>N/A</u>	TIN NO. _____	427-33-3049
Address <u>P.O. Box 5336</u>		
<u>Moss Point, MS 39563</u>		

Project No. <u>STP 9194-00-(001)</u>	County <u>Jackson</u>	30-1
<u>LPA/105069-801000</u>		File No. <u>Warren A. Powell</u>

Description	Amount
BUSINESS LANDLORD Moving Expenses - Actual Cost Searching Expenses	\$ 270.00 \$ 2,500.00
IRS W-9 FORM SIGNED 04/06/16 HOLD CHECK FOR RELOCATION AGENT MARTIN BLUFF ROAD WIDENING PROJECT	
TOTAL INVOICE	\$ 2,770.00

Recommended For Payment  Relocation Agent, Mark Dye				Approved _____ City of Gautier, Mississippi		Paid By Warrant No. _____		
Relocation Reviewer, Bruce Fogg				By _____ Signature and Title		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 #6
Fact Sheet

Council Meeting:
Title:

October 3, 2017
Authorization is requested for the 2017 Gautier Mullet & Music Fest Committee to have a fireworks show presented by Artisan Pyrotechnics, Inc. within the Gautier City Limits

Introduced by:
Contact Person/Telephone

Chassity Bilbo 497-8000 ext. 317

Summary Explanation: Authorization is requested for the 2017 Gautier Mullet & Music Fest Committee to have a fireworks show on Saturday, October 21, 2017 presented by Artisan Pyrotechnics, Inc. within the Gautier City Limits.

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

WHEREAS, the Gautier Mullet & Music Fest Committee has expressed the desire to have a fireworks show within the Gautier City Limits presented by Artisan Pyrotechnics, Inc. on Saturday, October 21, 2017 at its own expense for the benefit of the public; and

WHEREAS, the Mayor and Council of the City of Gautier are of the opinion that a fireworks show would be a proper celebration for the 2017 Gautier Mullet & Music Fest.

WHEREAS, the Fire Chief recommends approval of the fireworks show within the Gautier City Limits.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Members of the Council of the City of Gautier, Mississippi, as follows, to-wit:

The Gautier Mullet & Music Fest is hereby authorized to have a fireworks show on Saturday, October 21, 2017 at its own expense and for the benefit of the public at large. The Gautier Mullet & Music Fest Committee shall have total control and responsibility for all aspects of the fireworks show.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Manager or City Clerk is authorized to execute any and all documents.

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 October 3, 2017.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 09/26/2017
Subject: Authorization for the 2017 Mullet & Music Fest to have a Fire Works Display.

REQUEST:

The Gautier Mullet & Music Fest Committee requests City Council authorization for the 2017 Gautier Mullet & Music Fest to have fireworks show presented by Artisan Pyrotechnics, Inc. within the City Limits on Saturday, October 21, 2017.

BACKGROUND:

The 27th Annual Gautier Mullet and Music Fest will be held on Saturday, October 21st. The free event features arts and craft vendors, live entertainment, heritage and educational displays, a children's area, classic cars, food booths, and the Mullet Toss. Fireworks have been added this year. The City has historically provided logistical support and security for this event.

DISCUSSION:

The 2017 Gautier Mullet Fest organizers have submitted a special event permit application requesting approval from the City of Gautier to have a fireworks show on October 21, 2017. Artisan Pyrotechnics, Inc. has submitted the required plot plan to the Gautier Fire Department for approval to obtain a permit for the fireworks display. Artisan Pyrotechnics, Inc. has submitted a Certificate of Liability Insurance listing the City of Gautier as an additional insured on its policy.

RECOMMENDATION:

City Staff recommends that City Council authorize the fireworks request by the Mullet Fest Committee to have fireworks show presented by Artisan Pyrotechnics, Inc. within the City Limits on Saturday, October 21, 2017.

City Council may:

- 1) Approve the fireworks show presented by Artisan Pyrotechnics, Inc. within the City Limits on Saturday, October 21, 2017;
- 2) Not approve fireworks show presented by Artisan Pyrotechnics, Inc. within the City Limits on Saturday, October 21, 2017.

ATTACHMENTS:

1. Fireworks Display Plan



Gautier Mullet and Music Festival fireworks display plot plan
Maximum 3" shells


Approved by Robert Jones, Gautier Fire Chief

Date 09/11/2017



CITY OF GAUTIER

SPECIAL EVENT PERMIT APPLICATION

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

(Please print or type all information below)

Event Information:
Date of Event October 21, 2017 Day or Week Saturday Starting Time dark AM/PM
Ending Time: dark 15 AM/PM Proposed Location of the Event: Singing River Mall
Describe the type of event to be conducted: fireworks display
Reason for Event, Demonstration or March:
Gautier Mullet and Music Festival

If Event includes a city property or streets, give proposed route:
(Street) (Direction Turn) (Street)

1. NA
2. _____
3. _____
4. _____
5. _____

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

Applicant Information:
Organization:
Name: Gautier Mullet and Music Festival (JanMcQuillen) Phone: (228) 627 - 1275
Address: PO Box 852 Gautier MS 39553
City State Zip
Type of Organization: Community Development Profit: Non-Profit Federal ID# _____
(Religious Civic Social, Etc.)

Individual Making Application for Organization:
Name: Artisan Pyrotechnics, Inc. Phone (Home): () _____
Address: PO Drawer 260 Phone (Work): (601) 928 - 9454
City: Wiggins State: MS Zip Code: 39577
Position with Organization: _____

Individual(s) Responsible for keeping order and maintenance:
Name: Jan McQuillen Phone (H): (228) 627 - 1275 (W) (228) 215 - 0828
Name: Kenneth E. Manis, Jr. Phone (W): (601) 928 - 9454 (W) (601) 640 - 2578

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

Requirements of Applicant:
☐ Security ☐ Clean up During Event ☐ Staging
☐ Traffic Direction ☐ Clean up After Event ☐ Fencing
☐ Barricades ☐ Trash Receptacles/Bag ☒ Other Crowd control in pyro area
☐ Set Up Barricades

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

Applicant's Signature: [Signature] Date: 9.7.17

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

Tricia Thigpen

From: Robert Jones <rjones@gautier-ms.gov>
Sent: Thursday, September 28, 2017 4:22 PM
To: tthigpen@gautier-ms.gov
Cc: crussell@gautier-ms.gov; dmccoy@gautier-ms.gov
Subject: Fireworks 2017 Mullet
Attachments: fireworks2017.pdf; Special Event Mullet Festival 2017.pdf

Good afternoon,

I have reviewed the "Plot Plan" for the fireworks display presented by Artisan Pyrotechnics, Inc. for the 2017 Mullet and Music Fest and found everything to be in order. Attached you'll find the signed "Plot Plan" signifying our approval and recommendation to City Council requesting their approval for the fireworks show. If I can be of any further assistance don't hesitate to contact me.

Respectfully,

Robert Jones, Fire Chief
City of Gautier
2502 College circle
228-497-1656

09/07/2017 14:40

2284978028

GAUTIERCITYHALL

PAGE 01



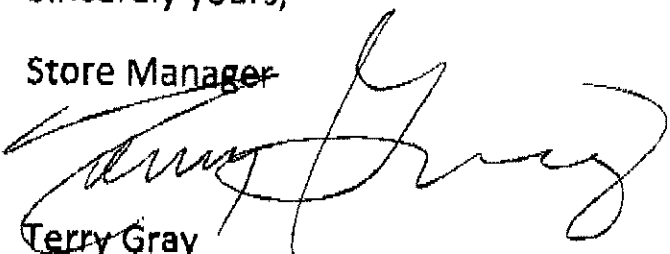
September 1, 2017

To Mullet Festival Organizers and the City of Gautier,

The Belk of Gautier, located at 2800 Hwy 90, Gautier, MS is granting permission to allow the fireworks activity to take place during the Mullet Festival in the month of October 2017.

Sincerely yours,

Store Manager


Terry Gray

228.522.0775

Terry_Gray@belk.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
 8/24/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
 Ryder Rosacker McCue & Huston (MGD by Hull & Comp
 509 W Koenig St
 Grand Island NE 68802

CONTACT
 NAME: Kristy Wolfe
 PHONE: (A/C, No, Ext): 308-382-2330 FAX: (A/C, No):
 E-MAIL: addresskwolfe@ryderinsurance.com
 INSURER(S) AFFORDING COVERAGE NAIC #
 INSURER A: SCOTSDALE INS CO 41297
 INSURER B: NATIONAL CAS CO 11991
 INSURER C:
 INSURER D:
 INSURER E:
 INSURER F:

INSURED
 Artisan Pyrotechnics Inc
 PO Box 250
 Wiggins MS 39577

COVERAGES

CERTIFICATE NUMBER: 848093696

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SURR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		CPS2507169	1/20/2017	1/20/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000
	☒ COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE ☒ OCCUR					
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	☒ POLICY ☐ PRO- JECT ☐ LOC					
B	AUTOMOBILE LIABILITY		CA07760413	1/20/2017	1/20/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	ANY AUTO					
	ALL OWNED AUTOS ☒ SCHEDULED AUTOS					
	☒ HIRED AUTOS ☒ NON-OWNED AUTOS					
A	UMBRELLA LIAB	☒ OCCUR	DX50008731	1/20/2017	1/20/2018	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000
	☒ EXCESS LIAB	CLAIMS-MADE				
	DED RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATU TORY LIMITS BOTH ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☒ N	N/A			E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Blanket Additional Insured applies to the entities listed below per attached form GLS-150s when required by written agreement.
 City of Gautier, Gautier Mullet & Music Festival, Inc., Belk of Gautier and Morrison Companies (Singing River Mall) for the Gautier Mullet Festival fireworks display on October 21, 2017 at the Singing River Mall, Gautier, MS.

CERTIFICATE HOLDER

Gautier Mullet & Music Festival, Inc.
 Jan McQuillen, Representative
 PO Box 852
 Gautier MS 39553

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jan McQuillen

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ARTISAN PYROTECHNICS**"Artistry in the Night"****Gautier 2017 Mullet Festival****October 21, 2017****PROGRAM A****List of Effects*****LOW LEVEL***

- 1 600'S R BROCADE CROWN Cannonade
- 1 10x10'S Variety Color Chrysanthemum with tail & Variety Crackling Crosseite & Golden Crackling Chrysanthemum.
- 3 25 Shot Golden Rain
- 3 25 Shot Blue Peony with Silver Tail
- 3 25 Shot Red Plum .
- 3 25 Shot Colorful Salute
- 3 8 x 3 Shot Fan Shaped Multi Color Peony.
- 3 8 x 3 Shot Fan Shaped Blue Chrys with Coconut Pistil
- 3 8 x 3 Shot Fan Shaped New Color Crosseite
- 3 8 x 3 Shot Fan Shaped Crackling Crosseite with Mine Tail
- 3 25 Shot Alternating Red to Silver To Blue Dahlia to Salute
- 3 25 Shot Pink Tail With Peony and Red Salute Tail
- 3 25 Shot Small Chrysanthemum Flower
- 3 25 Shot Red Tail With Happy Star
- 3 25 Shot Happy Star with Red Tail/Golden Crosseite
- 3 25 Shot Blue & White with White Flashing
- 3 25 Shot Blue and Golden Dahlia
- 3 25 Shot Variety Crosseite

1888 TOTAL INDIVIDUAL EFFECTS***MAIN BODY******Main Body 2.5 Inch Shells***

- 72 Assortment of Shells to include Chrysanthemums with Flower Tail, Crackling with Flower Tail, Dahlia with Flowering Tail, Peony with Whistle, Time Rain with Whistle, & a Quick Salute Ending
- 72 Assortment of Shells to Include Silver Crackling Stars with Silver Tail, Brocade Crown Chrysanthemums, Coconut Trees, Purple & Green Chrysanthemums with Silver Lion Tail, Color Tail to Salute & Storm Rain

ARTISAN PYROTECHNICS
"Artistry in the Night"

Gautier 2017 Mullet Festival
October 21, 2017
PROGRAM A
List of Effects

- 72 Assortment of Shells to Include Silver Wave to Various Colors, Horse Tails, Peonies, Golden Chrysanthemums, Crackling Crosseite Mine & Red Strobe
- 72 Assortment of Shells to Include Red Willow, Green Chrysanthemums, Red Coconut Tree, Green Peonies, Red Crosseite & Happy Stars
- 72 Assortment of Shells to Include Peonies, Silver Whirl, Crosseite, Peony with Salute, Crackling Coconut & Gold Strobe
- 72 Assortment of Shells to Include Colored Chrysanthemums, Colored Crackling Crosseite, Gold Crackling Chrysanthemum Flower & Titanium Salute
- 72 Assortment of Shells to Include Color Changing Peony, Brocade Crown, Silver Coconut Tree, Willow, Crackling Coconut Tree & Gold Strobe
- 72 Assortment of Shells to Include Silver Lion & Red Silver Chrysanthemum, Happy Stars, Brocade Crown Chrysanthemum, Peonies, Crackling Coconut, & Peony with Coconut Tree
- 72 Assortment of Shells to Include Red Chrysanthemum, Multicolor Crackle, Glittering, Comet, Whistle, & Titanium Salute

648 TOTAL MAIN BODY 2.5 INCH SHELLS

Main Body 3 Inch Shells

- 80 Special shells, including but not limited to: Purple Chrysanthemum, Green to Yellow Peony, Red Diadem, Silver Crown, Golden to Blue Peony, Red Dahlia, White Twinkling Chrysanthemum, Brocade Crown, Crackling Willow, Diadem Chrys to Strobing.
- 40 Deluxe special effect shells, including but not limited to: Green and Crackling Star, Silver Crown with Red Stars, Silver Peony with Blue Comets, Crackling Effect, Red Ring with Green Heart.

120 TOTAL MAIN BODY 3 INCH SHELLS

ARTISAN PYROTECHNICS
"Artistry in the Night"

Gautier 2017 Mullet Festival
October 21, 2017
PROGRAM A
List of Effects

GRAND FINALE

Grand Finale 2.5 Inch Shells

36 Deluxe Titanium Heavy Reports specifically designed for loud, audible effect

36 TOTAL FINALE 2.5 INCH SHELLS

Grand Finale 3 Inch Shells

60 Imported shells specially designed for 'Grand Finale' consisting of Multi-Colored
Peonies and Chrysanthemums.

60 TOTAL FINALE 3 INCH SHELLS

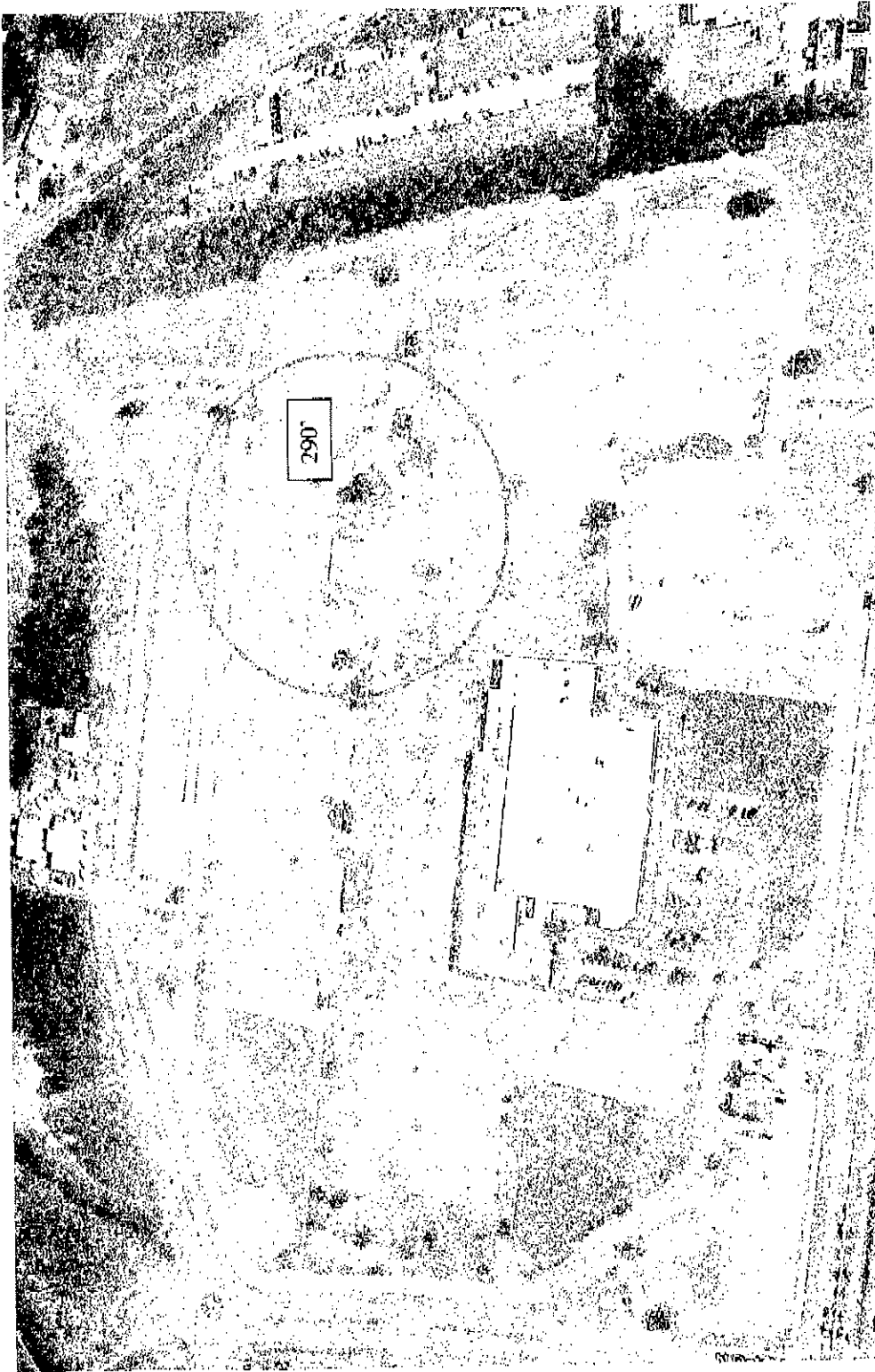
96 TOTAL FINALE SHELLS

864 TOTAL DISPLAY SHELLS

2752 TOTAL DISPLAY EFFECTS

PROGRAM A

ARTISAN PYROTECHNICS, INC. RESERVES THE RIGHT TO SUBSTITUTE
ANY OF THE ABOVE LISTED SHELLS WITH THOSE OF EQUAL VALUE.



Gautier Mullet and Music Festival fireworks display plot plan
Maximum 3" shells

Approved by Robert Jones, Gautier Fire Chief

Date

[illegible]

In accordance with the provisions of Title XI, expanded China Consular Act of 1970, and the regulations issued thereunder, (21 CFR Part 955), and duly signed in the country specified in this license or permit within the limitations of Chapter 40, Title 22, United States Code and the regulations issued thereunder, until the expiration date shown. THIS LICENSE IS NOT TRANSFERABLE UNDER 21 CFR 955.53. See "WARNINGS" and "NOTICES" on reverse.

1-MS-131-54-OF-00529

June 1, 2020

82 GRACE RD
WIGGINS, MS 39577-

At the same time, permutation-invariant (non-)full-rank ρ is a sufficient condition for ρ to admit a quantum state with respect to which the advantage is independent of n . (The latter case of a sufficient condition is presented in [10] and [11] as the property that each output is a quantum state.) Indeed, it is natural to consider the case of a permutation-invariant state ρ as a natural condition for a quantum state. The property that both of the above conditions are satisfied is a sufficient condition for a component of ρ to be the ρ . I argue that there is some ρ satisfying the above conditions. For a given state ρ , permutation-invariant state ρ to change in the direction of a state specified by ρ . Under a quantum state ρ is "natural".

ARTISAN PYROTECHNICS INC
PO BOX 250
WIGGINS MS 39077

$$| \mathbf{r} | = \sqrt{x^2 + y^2 + z^2} = \sqrt{r^2 + z^2}$$

¹ London: British Library, 1982. Pp. 272. 50p.

Kenneth E. Manis, Jr.

9/7/2017

1. *Chlorophyll a* (Chl *a*)

13

Federal Explosives License (FEL) Customer Service Information

Journal of Polymer Science: Part A: Polymer Chemistry
DOI 10.1002/pola

Technical Support Number: 0877 283 3352
 On Number: 0800 506 060
 Email: FLAC@flac.co.uk

1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 26

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Right of Succession. 22 CFR 155.59. If the entity, or any other than the manager or permitted manager, are the first to carry on the mine exploration activities, business, or operations at the mine address shown on and for the remainder of the term of a current license or permit. Such person(s) (1) the surviving spouse and (2) an eligible adult child or other legal representative of a deceased licensee or permittee, and (2) a trustee or trustee in bankruptcy, if assigned to handle the estate of (1) in order to carry the mine provided by this section, the person or persons carrying the mining or operation, shall provide the notice in permit for the next month or so, for the understanding of such as shown to the Chief, by LC within 30 days from the date on which the notice begins to carry on the business or operation.

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Federal Explosives License Permit (FFL) Information Card

ARTISAN PYROTECHNICS INC

1. *Chrysomelids* 100

1-MS-131-84-GF-00029

54-USER OF EXPLOSIVES

June 1, 2020

[illegible]

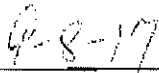
STATE OF MISSISSIPPI

HOLD HARMLESS AGREEMENT

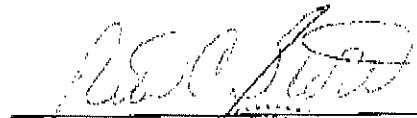
I, Kenneth E. Manis, Jr., as legal representative of Artisan Pyrotechnics, Inc., agree to save and hold harmless and indemnify the 2017 Gautier Mullet & Music Festival, Inc., its officials and/or its employees from any and all liability, and any losses, damages, costs, suits and judgments on account of injuries or property damage resulting from activities related to the event of the above mentioned organization or individual.



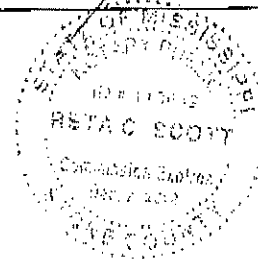
Kenneth E. Manis, Jr.
President



Date



Notary



CITY OF GAUTIER
Consent Agenda Item #7
Fact Sheet

Council Meeting:
Title:

October 3, 2017
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 Keesler Federal Credit Union, Bronze Sponsor - \$500.00 by Acadian, Bronze Sponsor - \$500.00 by Engel Electric, Patron Sponsor - \$250.00 by Foster's Air, and Gold Sponsor - \$2,000.00 by Mallette Brothers. 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 Keesler Federal Credit Union

Bronze Sponsor - \$500.00 by Acadian

Bronze Sponsor - \$500.00 by Engel Electric

Patron Sponsor - \$250.00 by Foster's Air

Gold Sponsor - \$2,000.00 by Mallette Brothers

IT IS FURTHER ORDERED these monetary donations are in the best interest of the City of Gautier.

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 October 3, 2017.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 09/26/2017
Subject: Approval to accept monetary donations for The City of Gautier's Cruisin' Through the Decades Event

REQUEST:

The Recreation Department is seeking authorization from City Council to accept the following monetary 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- Keesler Federal Credit Union
2. Bronze Sponsor \$500.00- Acadian
3. Bronze Sponsor \$500.00- Engel Electric
4. Patron Sponsor \$250.00- Foster's Air
5. Gold Sponsor \$2,000.00 - Mallette Brothers

RECOMMENDATION:

The Recreation Department 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

FOSTER'S AIR CONDITIONING AND HEATING, INC.

P.O. BOX 606
GAUTIER, MISSISSIPPI 39553
PHONE: 228/497-2285

HANCOCK BANK
PASCAGOULA, MISSISSIPPI

85-368/655

9/20/2017

PAY TO THE
ORDER OF

CITY OF GAUTIER

\$ **250.00

Two Hundred Fifty and 00/100*****

DOLLARS

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

FOSTER'S AIR CONDITIONING AND HEATING, INC.

Steen Doughty
SAFE GUARD SECURED
MP

MEMO

cruisin the coast donation

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE - RED IMAGE DISAPPEARS WITH HEAT.

11

NOTICE TO CASHIER: BE SURE WATERMARK IS ON REVERSE SIDE BEFORE CASHING



**KEESLER FEDERAL
CREDIT UNION**

P.O. Box 7001 • Biloxi, MS 39534-7001
(228) 385-5500

85-7758/2655

CHECK # 02-0101415270

DATE

09/20/17

\$1,000.00

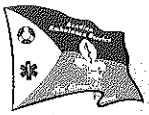
PAY ** One Thousand and 00/100 DOLLARS **

NOT VALID IF 90 DAYS AFTER ISSUE

TWO SIGNATURES REQUIRED IF OVER \$25,000

PAY CITY OF GAUTIER
TO THE PO BOX 670
ORDER OF GAUTIER MS 39553-0670

John F. Doughty
Authorized Signature



Acadian Ambulance Service

P. O. BOX 98000 LAFAYETTE, LA 70509-8000
PHONE 800-259-3333

JPMORGAN CHASE BANK, N.A.
Baton Rouge, LA 70801

84-13 / 654

DATE	9/15/2017	CHECK NUMBER	2005087
------	-----------	--------------	---------

AMOUNT	\$500.00
--------	----------

PAY Five hundred and 00 / 100 Dollars Only *****

PAY
TO THE
ORDER
OF

CITY OF GAUTIER
P.O. BOX 670
GAUTIER MS 39553

Acadian Ambulance Service

R.E. Zumbly
David L. Kelly



ENGEL ELECTRIC LLC PH. 228-219-6753 7 DAVIS BAYOU RD. OCEAN SPRINGS, MS 39564		85-7112/2653	2245
DATE 9/14/17		Shield SM	
PAY TO THE ORDER OF City of Gautier		\$ 500	
five hundred dollars		DOLLARS	
FIRST FEDERAL Post Office Box 1170 3905 Blenville Blvd. Ocean Springs, MS 39566-1170		MP	
MEMO			

MALLETTE BROTHERS CONSTRUCTION CO., INC.

Remittance Advice

Check: 71694
Date: 09/28/17
Amount: 2,000.00

Paid by: Mallette Brothers Construction
Paid to: CITY OF GAUTIER

Our Account #:
Vendor Code: 17057

Inv. Date	Invoice No.	Job Number	Inv. Amount	Discount	Amount Paid	Retention	Remarks
09/28/17	CRUISIN' 2017		2,000.00	0.00	2,000.00	0.00	
Check Totals			2,000.00	0.00	2,000.00	0.00	

DETACH AND RETAIN THIS STATEMENT

MERRILL CORPORATION

FMDC-CON 98001 10/98

WARNING: THIS DOCUMENT HAS A COLORED BACKGROUND AND A WATERMARK - VERIFY FOR AUTHENTICITY

**MALLETTE BROTHERS
CONSTRUCTION CO., INC.**
GENERAL FUND
3708 HWY 90 PH (228) 497-2523
GAUTIER, MS. 39553

HANCOCK BANK
PASCAGOULA, MISSISSIPPI
85-368
655

DATE	CHECK NO.
09/28/17	071694
71694	

PAY **TWO THOUSAND AND XX / 100 DOLLARS

\$ **2,000.00

TO THE
ORDER OF

CITY OF GAUTIER
P. O. BOX 330
GAUTIER, MS 39553

MALLETTE BROS. CONSTRUCTION CO., INC.

Ry Mallette



CITY OF GAUTIER
Consent Agenda Item #8
Fact Sheet

Council Meeting:
Title:

October 3, 2017
Authorization to accept a donation and authority to enter into agreement with Merchants and Marine Bank for the Mississippi Masterpieces Art and Songwriting Contest

Introduced by:
Contact Person/Telephone

April Havens 497-8000 ext. 315

Summary Explanation: Authorization to accept a monetary donation from Merchants and Marine Bank in the amount of \$1750.00 for use as prize money in the Art Division of the Mississippi Masterpieces Art and Songwriting Contest, and authorization to enter into an agreement with Merchants and Marine Bank relating to display of the winning art pieces. Mississippi Masterpieces culminates with its final bicentennial event on November 10, 2017, at the Gautier Convention Center from 6 p.m. to 9 p.m.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2017

WHEREAS the Mayor and Members of the Council of the City of Gautier, Mississippi find it is in the best interests of the City to accept donated funds from Merchants and Marine Bank in the amount of \$1750.00 for use as prize money for the Art Division of the Mississippi Masterpieces Art and Songwriting Contest;

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 donated funds from Merchants and Marine Bank in the amount of \$1750.00 for use as prize money for the Art Division of the Mississippi Masterpieces Art and Songwriting Contest;

IT IS FURTHER ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to enter into the attached agreement with Merchants and Marine Bank relating to the display of the winning art pieces;

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 October 3, 2017.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 09/26/2017
Subject: Authorization to accept a donation and authority to enter into agreement with Merchants and Marine Bank for Mississippi Masterpieces Art and Songwriting Contest.

REQUEST:

The Grants & Projects Department requests authorization to accept a donation of \$1,750.00 from Merchants and Marine Bank and approve entering into the attached agreement regarding same.

BACKGROUND:

The Mississippi Masterpieces Art and Songwriting Contest is being hosted by the City of Gautier in celebration of the state's bicentennial. The contest and its final event, the Mississippi Masterpieces Bicentennial Celebration of the Arts, are meant to explore and celebrate the history and culture of our state's 200 years.

The art division has a youth (13-17 years old) and an adult category (18+). In the art division, the adult purchase prize is \$1,250, and the youth purchase prize is \$500. Merchants and Marine Bank is donating \$1,750 to the City for the purpose of the prizes. Merchants and Marine Bank will be allowed to display the winning prizes pursuant to the attached agreement.

Mississippi Masterpieces culminates with its final bicentennial event on Nov. 10, 2017, at the Gautier Convention Center from 6 p.m. to 9 p.m. There will be a juried art show, performances by the winning songwriters, a featured musician, and readings of famous Mississippi authors' works. There will also be a special appearance and reading by former Mississippi Supreme Court Justice Randy Pierce, a Greene County native and novelist.

DISCUSSION:

This agreement is required for the donation of purchase prize funds by Merchants and Marine Bank.

RECOMMENDATION:

The Grants & Projects Department recommends that the City Council authorize entering into an agreement with Merchants and Marine Bank relating to donation of funds for Mississippi Masterpieces Art and Songwriting Contest.

The City Council may:

- 1) Authorize acceptance of the donation and approve entering into the attached agreement with Merchants and Marine Bank; or
- 2) Not authorize acceptance of the donation and approve entering into the attached agreement with Merchants and Marine Bank.

ATTACHMENTS:

1. Proposed Agreement

**AGREEMENT BETWEEN THE CITY OF GAUTIER AND
MERCHANTS AND MARINE BANK RELATING TO DONATION OF FUNDS
FOR MISSISSIPPI MASTERPIECES ART AND SONGWRITING CONTEST**

WHEREAS, the City of Gautier (hereinafter, “the City”) is hosting an art contest during the Mississippi Masterpieces Art and Songwriting Contest (hereinafter, “the art contest”); and

WHEREAS, there will be two categories of winners in the art contest, an adult winner (\$1250.00) and a child winner (\$500.00); and

WHEREAS, the City requires funds to provide to the winner of each category; and

WHEREAS, Merchants and Marine Bank (hereinafter, “M&M”) desires to donate the funds necessary to pay the winner of each category; and

Pursuant to the above, the City of Gautier and Merchants and Marine Bank agree to the following terms:

1. Merchants and Marine Bank agrees to donate to the City one thousand seven hundred fifty dollars (\$1750.00) to be used solely for the purpose of paying the adult and child winners of the art contest.
2. The City of Gautier accepts the donation of these funds, as acceptance is in the best interests of the City.
3. The winners of the adult and child art categories will be determined by a panel of judges. M&M specifically declines to appoint a representative to the panel.
4. The winning artwork will be displayed at the Gautier branch of M&M following the art contest.

5. This Agreement 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.

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

Merchants and Marine Bank

City of Gautier, MS

Paula Yancey, City Manager

CITY OF GAUTIER
Consent Agenda Item #9
Fact Sheet

Council Meeting:

October 3, 2017

Title:

**Authorization of in-kind services for the 2017
Gautier Mullet & Music Fest**

Introduced by:

Contact Person/Telephone

Chassity Bilbo 497-8000 ext. 317

Summary Explanation: Authorization for in-kind services to be provided by the City of Gautier for the Gautier Mullet & Music Fest event scheduled for Saturday, October 21, 2017. The total estimated costs for in-kind services is \$2,543.00 and estimated 126 hours. The Mullet Fest is a 501(c) 3 entity. The organization's operating budget is over \$40,000.00, their contribution to the event through sponsorships, vendor fees and sales will exceed the amount of City's in-kind services. The City has historically provided logistical support and security for this event. This event is an economic development tool to bring favorable notice, opportunities, possibilities and resources to 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:

RESOLUTION NUMBER 000-2017

WHEREAS, the Gautier Mullet & Music Fest Committee has requested the Mayor and Members of the Council of the City of Gautier, Mississippi to provide in-kind services from the Recreation Department, Human Resources Department and Police Department, for the 27th Annual Gautier Mullet & Music Fest to be held Saturday, October 21st 9:00 A.M. – 9:00 P.M.

WHEREAS, the Mayor and Members of the Council have determined that this event is an economic development tool to bring favorable notice, opportunities, possibilities and resources to the City of Gautier.

WHEREAS, the Mayor and Members of the Council have determined that this event is a community and/or social service program.

WHEREAS, the Mullet Fest is a 501(c) 3 entity.

WHEREAS, the Mayor and Members of the Council have determined that the donation of in-kind services have been matched by other existing funds.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Members of the Council of the City of Gautier, Mississippi, as follows to-wit:

SECTION 1. in-kind services are hereby authorized for the Police Department to provide four (4) full-time officers totaling approximately 48 hours for security and traffic direction; Estimated costs will equal \$960.00; and

SECTION 2. in-kind services are hereby authorized for the Recreation Department and Human Resource Department estimated costs is approximately \$1,583.00 in in-kind costs for the requested materials, approximately 78 hours of labor (4 employees), and the use of equipment; and

SECTION 3. the total estimated costs for in-kind services is \$2,543.00 and estimated 126 hours. The organization's operating budget is over \$40,000.00, their contribution to the event through sponsorships, vendor fees and sales will exceed the amount of City's in-kind services; and

SECTION 4. 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 October 3, 2017.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 09/27/2017
Subject: 2017 Gautier Mullet & Music Fest In-kind Contribution Request

REQUEST:

The Recreation Department requests City Council authorization for in-kind support services to be provided by the City for the Gautier Mullet & Music Fest event scheduled for October 21, 2017.

BACKGROUND:

The 27th Annual Gautier Mullet and Music Fest will be held on Saturday, October 21st. The free event features arts and craft vendors, live entertainment, heritage and educational displays, a children's area, classic cars, food booths, and the Mullet Toss. Fireworks have been added this year. The City has historically provided logistical support and security for this event. The Mullet Fest is a 501(c)3 entity.

DISCUSSION:

The Mullet Fest organizers have submitted a special event permit application requesting the following:

- Security and Traffic Direction
- Security/Law Enforcement Equipment
- Barricades and Set-up of Barricades
- Clean-up After the Event
- Trash Receptacles/Bags
- Staging and Fencing

The Police Department estimates that their in-kind contribution will equal \$960.00 based on four (4) full-time officers providing approximately 48 hours. The Recreation Department along with the Human Resource Department estimates approximately \$1,583 in in-kind costs for the requested materials, approximately 78 hours of labor (4 employees), and the use of equipment. According to the organization's operating budget of over \$40,000.00, their contribution to the event through sponsorships, vendor fees and sales will exceed the amount of the City's donation.

RECOMMENDATION:

City Staff recommends that City Council authorize the in-kind services requested by the Mullet & Music Fest Committee as the City has determined that this event is an economic tool that brings into favorable notices the opportunities, possibilities, and resources of the City of Gautier. City Council may

- 1) Approve the in-kind contributions for the 2017 Gautier Mullet & Music Fest as requested;
- 2) Approve a different level of in-kind support; or
- 3) May decline to authorize in-kind support to the festival this year

ATTACHMENTS:

1. Special Event Request



CITY OF GAUTIER

SPECIAL EVENT PERMIT APPLICATION

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

(Please print or type all information below)

Event Information:

Date of Event 10/21/2017 Day or Week Saturday Starting Time 9:00 (AM/PM)

Ending Time: 9:00 AM/PM Proposed Location of the Event: Dolphin Dr. Gautier, Ms

Describe the type of event to be conducted: Community Festival

Reason for Event, Demonstration or March:

Promoting Gautier

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

(Street)	(Direction Turn)	(Street)
1. <u>Dolphin Drive</u>	<u>North</u>	<u>to Gautier-Vancleave Rd</u>
2. <u>William Payne</u>	<u>East</u>	<u>to Roundabout</u>
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

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

Applicant Information:

Organization:

Name: Gautier Mullet & Music Festival Phone: (228) 215-0828

Address: PO Box 852, Gautier, Ms 39553

Type of Organization: Social Profit: ☒ Non-Profit Federal ID# _____

Individual Making Application for Organization:

Name: Jan McQuillen Phone (Home): (228) 627-1275

Address: 1209 Lagrange Dr. Phone (Work): ()

City: Gautier State: Ms Zip Code: 39553

Position with Organization: Chairman

Individual(s) Responsible for keeping order and maintenance:

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

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

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

Requirements of Applicant:

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

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

Applicant's Signature: Jan McQuillen Date: 7/11/17

FOR OFFICE USE ONLY

Date Rec'd: 7/11/17 Received By: Shirley Bay

Event has been: _____

Approved: _____ Disapproved: _____

Approval/Disapproval Authority: _____

Date: _____

CITY OF GAUTIER
Consent Agenda Item #10
Fact Sheet

Council Meeting:
Title:

October 3, 2017
Resolution requesting the Jackson County Board of Supervisors authorize the use of the Gautier Convention Center by the City of Gautier

Introduced by:
Contact Person/Telephone

Chassity Bilbo 497-8000 Ext. 317

Summary Explanation: Resolution requesting the Jackson County Board of Supervisors authorize the use of the Gautier Convention Center for a Halloween Dance on October 27, 2017. The City of Gautier has partnered with South Mississippi Special Needs Organization (SNO) to host a Halloween Dance for citizens with disabilities along the Mississippi Gulf Coast.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

RESOLUTION NUMBER 000-2017

RESOLUTION OF THE CITY COUNCIL OF GAUTIER, MISSISSIPPI, REQUESTING THE BOARD OF SUPERVISORS OF JACKSON COUNTY, MISSISSIPPI AUTHORIZING THE USE OF THE GAUTIER CONVENTION CENTER BY THE CITY OF GAUTIER

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

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

WHEREAS, the City of Gautier will be hosting the South Mississippi Special Needs Organization (SNO) Halloween Dance for citizens with disabilities along the Mississippi Gulf Coast on October 27, 2017;

WHEREAS, the City of Gautier would like to request from Jackson County the use of the Gautier Convention Center on October 27, 2017;

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

BE IT, THEREFORE, RESOLVED that the City of Gautier hereby requests that the Jackson County Board of Supervisors waive all fees associated with the use of the Gautier Convention Center on October 27, 2017, and permit the City of Gautier to host the South Mississippi Special Needs Organization (SNO) Halloween Dance at the Gautier Convention Center for citizens with disabilities along the Mississippi Gulf Coast City.

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 October 3, 2017.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 09/27/2017
Subject: Resolution of the City of Gautier requesting Jackson County Board of Supervisors authorize the use of the Gautier Convention Center on October 27, 2017.

REQUEST:

The Recreation Department is requesting approval of a resolution requesting Jackson County Board of Supervisors waive all fees associated with the rental of the Gautier Convention Center on October 27, 2017.

BACKGROUND:

The City of Gautier has partnered with South Mississippi Special Needs Organization (SNO) to host a Halloween Dance for citizens with disabilities along the Mississippi Gulf Coast. The dance will take place on October 27, 2017.

DISCUSSION:

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

RECOMMENDATION:

The Recreation Department recommends that City Council authorize a resolution be sent to the Jackson County Board of Supervisors requesting all fees be waived for the Gautier Convention Center on October 27, 2017.

City Council may:

1. Approve the City to send a resolution to the Jackson County Board of Supervisors requesting all fees be waived for the Gautier Convention Center on October 27, 2017; or
2. Not approve the City to send a resolution to the Jackson County Board of Supervisors requesting all fees be waived for the Gautier Convention Center on October 27, 2017.

ATTACHMENTS:

1. City of Gautier request to JCBOS (SNO) Fact Sheet

CITY OF GAUTIER
Consent Agenda Item #11
Fact Sheet

Council Meeting:
Title:

October 3, 2017
Acceptance of a Mississippi Gulf Coast National
Heritage Area Program Grant for Shepard State Park
Historic Log Cabin Welcome Center Project

Introduced by:
Contact Person/Telephone

April Havens 497-8000 ext. 315

Summary Explanation: Authorization to enter into a sub-grant agreement with the Mississippi Department of Marine Resources to accept a Mississippi Gulf Coast National Heritage Area Program Grant for the Shepard State Park Historic Log Cabin Welcome Center Project.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:									
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐
								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 enter into a sub-grant agreement with the Mississippi Department of Marine Resources to accept a Mississippi Gulf Coast National Heritage Area Program Grant for the Shepard State Park Historic Log Cabin Welcome Center Project.

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 October 3, 2017.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 09/27/2017
Subject: Acceptance of a Mississippi Gulf Coast National Heritage Area Program Grant for Shepard State Park Historic Log Cabin Welcome Center Project

REQUEST:

The Grants and Projects Department requests that the Gautier City Council authorize entering into a sub-grant agreement with the Mississippi Department of Marine Resources to accept a Mississippi Gulf Coast National Heritage Area Program Grant for the Shepard State Park Historic Log Cabin Welcome Center Project.

BACKGROUND:

A two-story historic log cabin known as the "Wilson House" was donated to the city by Mr. Brian Britt. The building was originally constructed in the early 1920's alongside US Highway 49 in Gulfport, Mississippi. The structure was built by Walter Alfred Cox and became the homestead of Clark Wilson and his wife, Marjorie Welch Wilson. The 3,000-square-foot cabin is made of southern yellow pine logs, and it has been relocated to Shepard State Park to be used as a welcome center and general store for campers. Tidelands fully funded Phase I of the project.

DISCUSSION:

The mission of the Mississippi Gulf Coast National Heritage Area is to tell the coast's nationally significant story to residents and visitors through activities and partnerships that celebrate the unique history, people, traditions and landscapes of South Mississippi. Grants are awarded in amounts between \$500 and \$50,000. The City has been awarded \$8,000 to help with architectural/engineering fees associated with Phases II and III of the log cabin project. The required local match (\$22,000) will come from Tidelands funds.

RECOMMENDATION:

The Grants and Projects Department recommends that the City Council authorize entering into a sub-grant agreement with the Mississippi Department of Marine Resources to accept a Mississippi Gulf Coast National Heritage Area Program Grant for the Shepard State Park Historic Log Cabin Welcome Center Project.

City Council may:

- 1) Authorize entering into a sub-grant agreement as outlined above; or
- 2) Not authorize entering into a sub-grant agreement.

ATTACHMENTS:

1. Award letter and sub-grant agreement



STATE OF MISSISSIPPI

Phil Bryant
Governor

MISSISSIPPI DEPARTMENT OF MARINE RESOURCES

Jamie M. Miller, Executive Director

September 26, 2017

Ms. April Havens
City of Gautier
3330 Hwy. 90
Gautier, MS 39553

RE: Sub-Grant Agreement # HCG-2017-009

Dear Ms. Havens,

Enclosed you will find two originals sub-grant agreements for the City of Gautier "Shepard State Park Historic Log Cabin Welcome Center" Project.

Please return one signed original to the following contact and address listed below and the other is for your grant file.

Mississippi Department of Marine Resources
Attention: Dr. Kimberly Rasmussen
Grants Management Bureau
1141 Bayview Avenue
Biloxi, MS 39530

Again, congratulations on helping preserve our cultural heritage in this region and we look forward to working with the City of Gautier during the coming year.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rhonda Price".

Rhonda Price
Mississippi Gulf Coast National Heritage Area
Director
Rhonda.price@dmr.ms.gov
(228) 523-4150



STATE OF MISSISSIPPI

Phil Bryant
Governor

MISSISSIPPI DEPARTMENT OF MARINE RESOURCES

Jamie M. Miller, Executive Director

SUB-GRANT AGREEMENT

**Mississippi Department of Marine Resources
and
City of Gautier**

Sub-Grant #HCG-2017-009

This document is a Sub-Grant Agreement ("Agreement") between the Mississippi Department of Marine Resources ("MDMR") and City of Gautier ("SUB-GRANTEE", and together with MDMR, the "Parties", and each a "Party") to provide grant funds for the Work specified in SUB-GRANTEE's Request for 2017 Funding Application which is incorporated herein by reference. The grant funds provided by this Agreement are made available from funds provided by the United States Department of the Interior/National Park Service ("USDOI/NPS") pursuant to Cooperative Agreement Number P11AC91073 between the USDOI/NPS and the MDMR for the purpose of preserving and interpreting the natural, cultural, historical, scenic and recreational resources in the Mississippi Gulf Coast National Heritage Area.

SUMMARY

CFDA:	15.939
Project:	City of Gautier – Shepard State Park Historic Log Cabin Welcome Center
Award Amount:	\$8,000
Term:	October 2, 2017 to September 28, 2018

Section 1 - PROJECT DESCRIPTION AND BUDGET

Under this Agreement, MDMR agrees to disburse funds in the maximum amount of Eight Thousand Dollars and 00/100 Cents (\$8,000.00, the "Funds") to SUB-GRANTEE in accordance with the terms herein to pay the costs associated with SUB-GRANTEE's implementation of the project entitled "City of Gautier – Shepard State Park Historic Log Cabin Welcome Center" ("Project"). Attached hereto and made a part hereof is Attachment "A", the SUB-GRANTEE'S Sub-Grant Application and Attachment "B", the approved Statement of Work ("SOW") and Detailed Budget ("Budget"). SUB-GRANTEE hereby agrees to use the Funds disbursed to it under this Agreement exclusively to pay the costs of the services, time, materials, equipment, machinery, tools, and other items (collectively the "Work") comprising the Project, all in accordance with the SOW and Budget.

Section 2 - REPORTING REQUIREMENTS

- 2.1 **Activity Reports.** In compliance with the USDOJ/NPS reporting requirements, the SUB-GRANTEE must provide written quarterly activity reports to the MDMR summarizing work undertaken, in progress, or completed. The first quarterly report is due thirty days after December 31, 2017. Subsequent reports are due thirty days after the end of each quarter. SUB-GRANTEE must provide a notice of completion and a final report within 30 days of the end of the project. The final report is required before final payments will be made. Reports must be delivered to:

The Department of Marine Resources
Attn: Rhonda Price
Office of Coastal Restoration and Resiliency
1141 Bayview Avenue, Suite 202
Biloxi, MS 39530
OR
grants@dmr.ms.gov

Reporting Due Dates:

Quarterly Reports

Reporting Period	Due Date
10/2/17 - 12/31/17	1/30/2018
1/1/2018 - 3/31/18	4/30/2018
4/1/18 - 6/30/18	7/30/2018
7/1/18 - 9/28/18	10/28/2018

Final Report

Reporting Period	Due Date
10/2/17 - 9/28/18	10/28/2018

2.2 Report Contents. Quarterly reports using a form designated by MDMR, an example of which is attached hereto as Attachment "C" and must include:

- A. Project objectives;
- B. Activities completed and date of completion; and,
- C. Problems or unanticipated events encountered and their impact on the plan for implementation.

2.3 Final Reports. When SUB-GRANTEE has fully and completely performed all the Work included in the SOW, SUB-GRANTEE shall transmit to the MDMR a comprehensive report, along with the corresponding results (the "Final Project Report") using a form designated by MDMR, an example of which is attached hereto as Attachment "C" and a full accounting of the funds disbursed to it hereunder as compared against the Budget (the "Grant Financial Report") using a report form designated by MDMR, an example of which is attached hereto as Attachment "C". The Final Project Report and Grant Financial Report are hereinafter referred to collectively as the "Final Reports". As appropriate, the Final Project Report should include copies of any publications, press releases, and other documents, materials, and products developed as part of the Project, including, without limitation, photographs, video footage, and other electronic representations of the Project and Work. The Final Reports shall be provided by SUB-GRANTEE to the MDMR as soon as practicable after SUB-GRANTEE reaches a determination that it has fully and completely performed all the Work. Within thirty (30) days of receiving the Final Report, the MDMR will provide SUB-GRANTEE written approval of the Final Reports or provide written guidance for recommendations to be made to the Final Reports so that written approval may be granted. Upon approval of the Final Reports by the MDMR, final payment to SUB-GRANTEE will be processed in accordance with Section 6 of this Agreement.

Section 3 - PERIOD OF PERFORMANCE

The period of performance shall commence October 2, 2017 and shall end by September 28, 2018 ("Period of Performance"). The SUB-GRANTEE agrees to complete all Work included in the SOW within this Period of Performance.

Section 4 - EXPENDITURE COMMITMENT

The SUB-GRANTEE commits to expeditiously expend the Funds provided by this Agreement exclusively for the completion of the tasks included in the SOW.

Section 5 - MATCHING CONTRIBUTIONS

SUB-GRANTEE agrees to provide matching funds as listed in the SOW and/or Budget. Matching contributions may begin to be made before the date of this Agreement, but there must be a significant overlap between the time period of the matching contributions and the time period of the Sub-Grant award. SUB-GRANTEE is required to provide verifiable documentation to the MDMR that matching funds have been spent and that matching in-kind contributions have been received. All documentation submitted for matching funds must correspond with the Project's SOW.

Section 6 - CONSIDERATION AND PAYMENT

Payment. As consideration for the Work performed under the SOW, the MDMR agrees to pay SUB-GRANTEE an amount not to exceed \$8,000.00.

How Payments Are Requested. SUB-GRANTEE may request payment of Funds hereunder for Project costs already paid or incurred by SUB-GRANTEE (such requests, "Reimbursement Requests"). Funds are provided only after project costs are incurred and paid for by SUB-GRANTEE. To request reimbursement, SUB-GRANTEE must submit a progress report and documentation of paid expenses and matches including receipts, paid invoices and copies of checks. Documentation of in-kind contributions must be itemized to show the amount and value of contributed labor, services, and materials.

SUB-GRANTEE shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions.

1. SUB-GRANTEE may make Reimbursement Requests no more frequently than once monthly and no less frequently than quarterly during the Period of Performance of this Agreement within 30 days after the end of the month in which the work occurred, and such Reimbursement Requests shall be submitted separately for the period ending June 30 of any year during the Period of Performance. To receive payment for a Reimbursement Request, SUB-GRANTEE must submit to the MDMR a written request, substantially in a report form designated by MDMR, an example of which is attached hereto as Attachment "C", and a certification that the expenditures and matching contributions reported are accurate, legitimate, and necessary for the accomplishment of the Project. The request for payment shall reference the activity in the Grant Application to which the expenditure relates. All expenditures shall be made in accordance with the SOW and Budget.
2. All requests for reimbursement must be itemized according to the budget line items specified in the Budget. SUB-GRANTEE shall act in good faith and make reasonable

efforts to maintain documentation supporting all Sub-Grant expenses and to avoid exceeding the amounts listed in the Budget. If necessary to accomplish the purpose of the Project, the budgeted cost categories may be exceeded provided that SUB-GRANTEE shall not exceed any cost category by more than 10% of the budget total. If SUB-GRANTEE determines that an expense might exceed the allowable 10% of the budget total, SUB-GRANTEE must obtain written approval from MDMR prior to incurring the expense. In no event shall the full Sub-Grant Agreement value be exceeded unless authorized by an amendment to the Sub-Grant Agreement.

3. A request for prior approval of any budget revision will be in the same budget format SUB-GRANTEE used in its application and shall be accompanied by a narrative justification for the proposed revision. A request for prior approval by SUB-GRANTEE must be submitted in writing to the MDMR. MDMR will promptly review such request and shall approve or disapprove the request in writing. MDMR will not approve any budget or project revision which is inconsistent with the purpose or terms and conditions of the Federal grant to MDMR. If the revision requested by SUB-GRANTEE would result in a change to MDMR's approved project which requires Federal prior approval, MDMR will obtain the Federal agency's approval before approving SUB-GRANTEE'S request.
4. Allowable costs will be determined in accordance with 2 CFR 200, in its entirety.
5. MDMR must approve or deny with cause the pay request within 30 days of the pay request's date. If the MDMR denies with cause the pay request, then it will submit a written explanation to SUB-GRANTEE outlining the reasons for denial and proposed methods to cure. If the MDMR denies with cause only part of the pay request, it must include the written explanation for the denied portions.
6. Any Funds that are paid by the MDMR to the SUB-GRANTEE that are not necessary for the completion of the Project, or do not fall within the SOW, must be promptly returned to the MDMR.

Advance Payment. This is a reimbursement grant. Requests for advance payment may be considered on a case-by-case basis and made with additional stipulations and are not guaranteed.

Payment Processing. The MDMR makes payments within forty-five (45) days of the approval of the request for reimbursement or as otherwise required by law. Payment will not be made for services performed before the execution or after expiration of this Agreement.

How Payments Are Made. The MDMR makes payments electronically through the State's Accounting System. Payments are deposited into SUB-GRANTEE's chosen bank account. The

MDMR may require SUB-GRANTEE to electronically submit pay requests and supporting documentation. SUB-GRANTEE understands that the MDMR is exempt from paying taxes.

Defective and Incomplete Work. SUB-GRANTEE understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUB-GRANTEE shall remain responsible for performance in strict compliance with this Agreement. If the MDMR rejects, condemns or fails to approve any part of the Work, it may issue a Notice to Cure in accordance with Section 15.1.

Section 7 - FINANCIAL MANAGEMENT AND COMPLIANCE

The MDMR requires that SUB-GRANTEE have in place, prior to the receipt of Funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation are copies of checks paid to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such documentation to the MDMR, SUB-GRANTEE shall redact all information reflecting a person's home address, children, dates of birth, financial account numbers, and credit card numbers. SUB-GRANTEE and any employees or contracted parties of SUB-GRANTEE are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUB-GRANTEE shall review any such pay request for same, clearly indicating the actual expense and the adjustment, if any.

SUB-GRANTEE certifies that all information provided to the MDMR or its representative as part of the risk assessment for this Project is complete and accurate. SUB-GRANTEE agrees to submit to and cooperate with the MDMR in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all Funds.

Section 8 - OUTREACH REQUIREMENTS

SUB-GRANTEE shall fulfill the requirements of the Mississippi Gulf Coast National Heritage Area Community Grants Outreach Requirements attached hereto as Attachment "D".

Section 9 - SPECIAL CONDITIONS

SUB-GRANTEE shall be bound to MDMR by all terms and conditions of this Agreement and, except as otherwise provided herein, by all terms and conditions of the USDO/NPS and MDMR Cooperative Agreement Number P11AC91073, which is incorporated by reference into this Agreement, and is an integral part of this Agreement. An electronic and/or hard copy of the

USDOJ/NPS and MDMR Cooperative Agreement Number P11AC91073 can be obtained by contacting the MDMR representative listed in Section 19.16. Upon receipt of request, a copy will be sent promptly to SUB-GRANTEE. SUB-GRANTEE shall assume toward MDMR all the obligations and responsibilities which MDMR, through the USDOJ/NPS and MDMR Cooperative Agreement Number (including all Modifications) assumes towards USDOJ/NPS. In addition, SUB-GRANTEE shall comply with all applicable requirements of: 2 CFR, Part 200 and 1402, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*; 2 CFR, Part 182 and 1401, "Government-wide Requirements for a Drug-Free Workplace"; and, 2 CFR, Part 180 and 1400, "Non-Procurement Debarment and Suspension". SUB-GRANTEE shall perform all Work in strict accordance with this Agreement.

The Parties expect that SUB-GRANTEE will complete all Work included in the SOW while staying within the confines of their Budget. The overall total request for reimbursement is not to exceed the maximum amount as defined in Section 6 of this Agreement.

If, at any time during the Period of Performance (as defined in Section 3 of this Agreement), SUB-GRANTEE determines, based on the Work performed to date, that the aggregate costs to complete the Project are likely to exceed the total listed in the Budget, SUB-GRANTEE shall notify MDMR immediately in writing.

Additional conditions include:

1. SUB-GRANTEE must comply with the SOW and Budget included in the Sub-Grant Application and any subsequent modifications approved by the MDMR. Refer to Section 6 for terms and conditions on Consideration and Payment.
2. SUB-GRANTEE agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project.
3. SUB-GRANTEE hereby agrees that the Work performed for which the funds are awarded shall constitute a fully completed Project upon conclusion.
4. SUB-GRANTEE shall submit to the MDMR a copy of any executed contracts regarding this Project prior to expending any funds provided by this Agreement for costs incurred in the performance of those contracts.
5. SUB-GRANTEE shall build to applicable local codes and ordinances and recommended FEMA flood elevations.

Section 10 - FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS

SUB-GRANTEE shall comply with and all activities under this Agreement and shall be subject to all applicable Federal, State, and local laws and regulations, as now existing and as may be amended or modified. This requirement includes, but is not limited to:

1. Federal, State and Local environmental laws and regulations;
2. Federal, State and Local procurement laws and regulations;
3. The National Historic Preservation Act of 1966, as amended;
4. Secretary of Interior Standards;
5. The Native American Graves Protection and Repatriation Act;
6. The National Environmental Policy Act;
7. The Americans with Disabilities Act;
8. Title IV of the Civil Rights Act of 1964 (42 U.S.C. § 2000d, *et seq.*);
9. Title VIII of the Civil Rights Act of 1964 (42 U.S.C. § 3601, *et seq.*);
10. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 -1683, 1685-1686);
11. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101-6107);
12. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794);
13. Section 106 (g) of the Trafficking Victims Protections Act of 2000, as amended (22 U.S.C. § 7104(g));
14. The Fair Labor Standards Act (29 U.S.C. 201, *et seq.*); and,
15. The Drug Free Workplace Act of 1988 (41 U.S.C. 81, *et seq.*).

SUB-GRANTEE is responsible for compliance with State procurement regulations in the procurement of commodities, services, construction work, real property and easement acquisition, and in any other procurement required to complete the Work in the SOW.

Section 11 - CERTIFICATIONS

The SUB-GRANTEE certifies the following:

- 11.1 **Representation Regarding Gratuities.** SUB-GRANTEE has not violated, is not violating, and promises that it will not violate any prohibition against gratuities as provided under Federal or State Law.

- 11.2 **Representation Regarding Contingent Fees.** SUB-GRANTEE represents that it has not retained a person to solicit or secure a state contract or grant upon an agreement or understanding for compensation, except as disclosed in SUB-GRANTEE'S application.
- 11.3 **Lobbying.** SUB-GRANTEE certifies that it has not, and will not, use Federal appropriated funds to pay any person or organization to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). SUB-GRANTEE must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. This clause must be included in any sub-contracts or sub-grants made by SUB-GRANTEE.
- 11.4 **Legal Authority.** SUB-GRANTEE certifies that it has the legal authority to apply for the program and has the institutional, managerial, and financial capability (including where applicable, funds sufficient or in-kind match to pay SUB-GRANTEE'S share of the project cost) to ensure proper planning, management, and completion of the project described in the proposal.

Section 12 - INDEPENDENT STATUS/REQUIREMENTS REGARDING EMPLOYEES

- 12.1 **Independent Status.** SUB-GRANTEE is an independent sub-grantee of the MDMR, not an employee, agent, joint venturer, or partner of the MDMR.
- 12.2 **No Employment Relationship.** This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and DMR and SUB-GRANTEE or its representatives. No representative of SUB-GRANTEE shall perform any function or make any decision properly reserved by law or policy to the Federal government or the State of Mississippi.
- 12.3 **Representation of Qualification to Perform.** SUB-GRANTEE represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way to be employees of the MDMR. SUB-GRANTEE shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required.

- 12.4 **Discrimination Prohibited.** The MDMR is an equal opportunity employer and maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, state, or local laws. SUB-GRANTEE agrees to strictly adhere to this policy in its employment practices and provision of services.

Specifically, SUB-GRANTEE agrees to all of the following:

- 1) SUB-GRANTEE will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. SUB-GRANTEE will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Affirmative action includes, but is not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUB-GRANTEE agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) SUB-GRANTEE will, in all solicitations or advertisements for employees placed by or on behalf of SUB-GRANTEE, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- 3) SUB-GRANTEE will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representatives of SUB-GRANTEE'S commitments under this section, and will post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) SUB-GRANTEE will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5) SUB-GRANTEE will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, and will permit access to his books,

records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance.

- 6) In the event of SUB-GRANTEE's noncompliance with the nondiscrimination clauses of this Agreement or with any of the rules, regulations, or orders, this Agreement may be terminated or suspended in whole or in part and SUB-GRANTEE may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 7) SUB-GRANTEE will include the entirety of this section in every subcontract, sub-grant or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions are binding upon each subcontractor or vendor. SUB-GRANTEE will take such action with respect to any subcontract, sub-grant, or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event SUB-GRANTEE becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency it may request the United States to enter into the litigation to protect the interests of the United States.

SUB-GRANTEE further agrees that it will be bound by these equal opportunity clauses with respect to its own employment practices when it participates in federally assisted construction work; provided that if SUB-GRANTEE is a state or local government, this equal opportunity clause is not applicable to any agency, instrumentality or subdivision of the government which does not participate in work on or under the Agreement.

SUB-GRANTEE agrees that it will (1) assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor; (2) that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance; and (3) that it will otherwise assist

the administering agency in the discharge of the agency's primary responsibility for securing compliance.

SUB-GRANTEE further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, SUB-GRANTEE agrees that if it fails or refuses to comply with these undertakings, the MDMR may take any or all of the following actions: (a) Cancel, terminate, or suspend in whole or in part this Agreement; (b) refrain from extending any further assistance to SUB-GRANTEE under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from SUB-GRANTEE; and (c) refer the case to the Department of Justice for appropriate legal proceedings.

12.5 E-Verify Program. SUB-GRANTEE will ensure its compliance with the Mississippi Employment Protection Act, Mississippi Code § 71-11-3. For anyone hired to perform work in Mississippi, SUB-GRANTEE must register and participate in the E-Verify Program operated by the United States Department of Homeland Security. SUB-GRANTEE agrees to maintain records of compliance and to provide a copy of verification to the MDMR on request. SUB-GRANTEE further represents and warrants that any person assigned to perform services related to this Agreement meets the employment eligibility requirements of all immigration laws of the State of Mississippi. SUB-GRANTEE understands that any breach of these warranties may subject it to the following:

- (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three years, with notice of the termination being made public; or
- (b) the loss of any license, permit, certification or other document granted to SUB-GRANTEE by an agency, department or government entity for the right to do business in Mississippi for up to one year; or,
- (c) both.
- (d) In the event of termination, SUB-GRANTEE is also liable for any additional costs incurred by the State due to cancellation of this Agreement or loss of license or permit.

Section 13 - ACCESS TO RECORDS.

SUB-GRANTEE agrees that the MDMR, Mississippi State Auditor, USDOJ/NPS, Inspectors General and the Comptroller General of the United States, or any of their duly authorized representatives, at any time during the term of this Agreement, has access to, and the right to inspect all work hereunder and to audit/examine any pertinent documents, paper, and records, related to charge and performance under this Agreement. Such records include, but are not limited to, financial records, environmental permits/clearances, procurement documentation, and statistical records. SUB-GRANTEE agrees to refund to the MDMR any overpayments disclosed by an audit. Records must be kept for a period of three years after final payment, unless the MDMR authorizes earlier disposal. However, if any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues which arise from it.

Notwithstanding any review or inspection by the MDMR and its representatives, SUB-GRANTEE shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set for in this Agreement solely by virtue of such inspection or review of the Work. SUB-GRANTEE shall provide the MDMR and its representatives with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUB-GRANTEE's performance of the Work and completion of the Project.

Section 14 - OWNERSHIP OF INTELLECTUAL PROPERTY

The MDMR owns all documents and intellectual property created in connection with this Agreement, except for SUB-GRANTEE'S internal administrative and quality assurance files and internal correspondence. SUB-GRANTEE must deliver all documents and working papers to MDMR on termination or completion of this Agreement.

SUB-GRANTEE assigns all worldwide interest to the work created under this Agreement exclusively to MDMR, including all software code, documentation, design, trademarks, logos and trade dress associated with the work. SUB-GRANTEE disclaims all trademark and copyright interest in the work. SUB-GRANTEE affirms that it has no other intellectual property interest that would undermine this assignment, or the use of the work, and will do nothing to undermine it in the future. MDMR assigns SUB-GRANTEE a non-exclusive, commercial, royalty free, non-assignable license to create derivative works using the material developed for this work.

Section 15 - TERMINATION

The MDMR may terminate this Agreement for any of the following reasons:

- A. for cause;
- B. for convenience;
- C. for insufficient funds; or
- D. by mutual agreement.

- 15.1 **Termination for Cause.** If the MDMR determines that SUB-GRANTEE has breached any provision of this Agreement, including, without limitation, any failure by SUB-GRANTEE to perform the Work in accordance with the SOW and Budget, SUB-GRANTEE shall be deemed to be in default of this Agreement and shall constitute cause for the MDMR to issue a written "Notice to Cure" to SUB-GRANTEE. Any such Notice to Cure shall describe in reasonable detail the basis for the MDMR's determination of default and shall provide SUB-GRANTEE with a period of no less than thirty (30) days in which to cure such default (or, if such default is incapable of being cured within thirty (30) days, to commence a cure of such default). If SUB-GRANTEE has not cured or, as the case may be, commenced a cure of, any such default within thirty (30) days of its receipt of a Notice to Cure, the MDMR may thereafter terminate this Agreement by written notice to SUB-GRANTEE.
- 15.2 **Termination for Convenience.** The MDMR may, when the interests of the state so require, terminate this Agreement in whole or in part, for the convenience of the state.
- 15.3 **Termination for Insufficient Funds.** The MDMR's obligation under this Sub-Grant is conditioned upon the availability of funds from state, federal, or other funding sources. If anticipated funds are ever insufficient or there is a material alteration in the funded program, then the MDMR may terminate this agreement with 10 day's written notice to SUB-GRANTEE. If the MDMR terminates the Agreement under this subsection, then it does so without any damage, penalty, cost, or expense.
- 15.4 **Mutual Termination.** Upon agreement of both parties, the Agreement can be terminated immediately.
- 15.5 **Force Majeure.** Each party is excused from performance of any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of the party or its contractors. Force majeure events include acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters. When such a cause arises, SUB-GRANTEE must notify the MDMR immediately in

writing of the cause of its inability to perform; how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the MDMR determines it to be in its best interest to terminate the Agreement.

- 15.6 **In Case of Termination.** On the date of termination, SUB-GRANTEE incurs no further obligations regarding the terminated portion of the work. The MDMR will pay for completed services at the Agreement price. The MDMR may withhold such sums as the MDMR considers necessary to protect the state against loss because of outstanding liens or claims of former lien holders and to reimburse the MDMR for the excess costs incurred in procuring similar goods and services.

On termination, SUB-GRANTEE must do all of the following:

1. Terminate outstanding orders and subcontracts as they relate to the terminated work.
2. Settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work.
3. Take timely, reasonable, and necessary action to protect and preserve property in its possession in which the state has an interest.
4. Assign SUB-GRANTEE'S rights, titles, and interest under terminated orders or subcontracts to the State, if requested by the MDMR.
5. If the termination is just for a portion of the work, then complete the non-terminated work duties.

Section 16 - STOP WORK ORDER

16.1 **Order to Stop Work**

The MDMR may require SUB-GRANTEE to stop all work or any part of the work called for by this Agreement. The order must be identified as a "stop work order" and cite this section of the Agreement. The written stop work order must not exceed 90 days, unless the parties agree to a longer period. The MDMR may issue the order at any time and without notice to any surety.

SUB-GRANTEE must comply with the stop work order and take all reasonable steps to minimize costs allocable to the order. Before the stop work order expires, the MDMR may either:

- (a) cancel the stop work order; or

- (b) terminate the work covered by the order. If MDMR elects to terminate for default, it does not need to issue a new notice and may terminate immediately.

16.2 Cancellation or Expiration of the Order:

If a stop work order expires or is cancelled, SUB-GRANTEE may resume work. An appropriate adjustment may be made in the delivery schedule and price if:

- (a) the stop work order results in an increase in the time or cost required for performance of this Agreement;
- (b) SUB-GRANTEE asserts a claim for an adjustment within 30 days after the end of the period of work stoppage. The MDMR may waive this time requirement if it decides that the facts justify such an action; and
- (c) the modifications are put in writing and signed by the parties.

Section 17 - CONFIDENTIALITY

17.1 Confidentiality. SUB-GRANTEE must not use or disclose any confidential information. However, nothing in this section precludes SUB-GRANTEE from disclosing or using confidential information, if:

- (a) The confidential information is available to the public or in the public domain at the time of such disclosure or use, without breach of this Agreement;
- (b) Disclosure of the confidential information is required to be made by any law, regulation, governmental authority or court; or
- (c) The confidential information was received by SUB-GRANTEE after termination of the service period from a third party that had a lawful right to disclose it to SUB-GRANTEE.
- (d) SUB-GRANTEE must not disclose or discuss the contents of any personnel file except to MDMR personnel that are authorized to receive and review such information.

17.2 Transparency. This Agreement, including all attachments, is under the Mississippi Public Records Act of 1983 (Miss. Code Ann. §§ 25-61-1 *et seq.* and § 79-23-1) and the Mississippi Accountability and Transparency Act of 2008 (Miss. Code Ann. §§ 27-104-151 *et seq.*). Unless exempted by a court-issued protective order, a copy of

this Agreement will be posted to the Department of Finance and Administration's website for public access at www.transparency.ms.gov.

Section 18 - LIABILITY AND INDEMNIFICATION

- 18.1 **Liability and Indemnity.** SUB-GRANTEE assumes all liability for work to be performed and for breach of any of the terms of this Agreement. SUB-GRANTEE agrees to indemnify, hold harmless and defend the State of Mississippi, MDMR and any and all of its affiliates, directors, officers, agents or employees from and against all loss, injury, damage and legal liability including attorneys' fees and other costs of defense, arising out of any breach of confidentiality, negligent act, error or omission of SUB-GRANTEE, its employees or representatives. SUB-GRANTEE assumes all liability for workers' compensation and employers' liability coverage for its own employees. SUB-GRANTEE is responsible for and holds MDMR harmless from loss of or damage to SUB-GRANTEE's tools and equipment and rented items which are used or intended for use in performing work, and for any consequential, special or indirect damages, or loss of anticipated profits sustained by SUB-GRANTEE or its independent contractors. SUB-GRANTEE must comply with all applicable laws and government regulations, including OSHA and comparable state requirements.
- 18.2 **Attorneys' Fees and Expenses.** Subject to other terms and conditions of this Agreement, in the event SUB-GRANTEE defaults in any obligations under this Agreement, SUB-GRANTEE must pay to the MDMR all costs and expenses (including, without limitation, investigative fees, court costs, and attorneys' fees) incurred by the MDMR in enforcing this Agreement or otherwise reasonably related thereto. SUB-GRANTEE agrees that under no circumstances is the MDMR or the State of Mississippi obligated to pay any attorneys' fees or costs of legal action to SUB-GRANTEE.

Section 19 - MISCELLANEOUS

- 19.1 **Severability.** Each provision of this Agreement must be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of the Agreement remains in full effect.
- 19.2 **Entire Agreement.** This Agreement and its attachments are the entire understanding between the parties.
- 19.3 **Changes.** The parties can amend this Agreement only by a written document signed by both parties.

- 19.4 **No Delegation.** SUB-GRANTEE acknowledges that it was selected by the MDMR to perform the work based upon SUB-GRANTEE'S special skills and expertise. SUB-GRANTEE must not delegate its duties under this Agreement in whole or in part without the prior written consent of the MDMR. The MDMR may, in its sole discretion, approve, approve with conditions, or deny consent without reason. Any attempted delegation or transfer of its obligations without consent is null and void. No approval by the MDMR of any subcontract or sub-grant is consent to increase the maximum price of this Agreement.
- 19.5 **Disputes.** Before pleading to any judicial system at any level, SUB-GRANTEE must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of the MDMR. The decision of the Executive Director will be reduced to writing and a copy thereof mailed or furnished to SUB-GRANTEE within fourteen (14) days after receipt of information requested by the MDMR or the Executive Director.
- 19.6 **Applicable Law.** This Agreement shall be governed 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 state courts of Mississippi.
- 19.7 **Conflict of Interest.** SUB-GRANTEE shall immediately notify the MDMR in writing of any potential conflict of interest resulting from the representation of or service to SUB-GRANTEE'S clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUB-GRANTEE shall notify the MDMR of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to the MDMR's satisfaction, the MDMR reserves the right to terminate this Agreement per the Section 15.2, Termination for Convenience clause.
- 19.8 **Insurance.** If SUB-GRANTEE maintains insurance against liability for injury to persons or property, or if it procures such insurance during the term of this Agreement, it should have the USDOJ/NPS and the MDMR named as additional insureds on all such policies for any work performed by SUB-GRANTEE pursuant to this Agreement and provide the MDMR with appropriate Certificates of Insurance reflecting such additions within thirty (30) days after this Agreement is fully-executed.
- 19.9 **Public Records.** MDMR shall be responsible for responding to any public records requests related to this Agreement pursuant to the Mississippi Public Records Act, Miss. Code Ann. § 25-61-1 *et seq.* The MDMR will respond to requests addressed to either of the parties herein. SUB-GRANTEE shall notify and provide a copy of any public information request addressed to SUB-GRANTEE within one (1) working day.

Upon receipt of said request, the MDMR shall respond to the request for public information as required by the Mississippi Public Records Act. No party to this Agreement shall be liable to the other party for disclosure of information required by court order or required by law.

- 19.10 **Public Announcements.** Unless otherwise required by applicable law (based upon the reasonable advice of counsel), SUB-GRANTEE shall not make any public announcements in respect to this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the MDMR, and the Parties shall cooperate as to the timing and contents of any such announcement.
- 19.11 **Oral Statements.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDMR.
- 19.12 **Third Party Action Notification.** SUB-GRANTEE shall give the MDMR prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUB-GRANTEE by any entity that may result in litigation related in any way to this Agreement.
- 19.13 **Waiver.** No delay or omission by either party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by the Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as to require waiver of future or other defaults.
- 19.14 **E-Payment.** SUB-GRANTEE agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle.
- 19.15 **Headings and Summary.** The headings and the Summary in this Agreement are for convenience only, and are not a complete expression of the terms of this Agreement. In any case in which the terms of the Agreement and the Summary conflict, the terms of the Agreement control.
- 19.16 **Notices:** All notices required or permitted to be given under this agreement must 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 SUB-GRANTEE:

City of Gautier
Attn: April Havens
3330 Highway 90
Gautier, MS 39533
DUNS: 964447817

For the MDMR:

Mississippi Department of Marine Resources
Attn: Dr. Kimberly Rasmussen
Grants Management Bureau
1141 Bayview Avenue
Biloxi, MS 39530
OR
grants@dmr.ms.gov

Section 20 - ATTACHMENTS

The Agreement between the Parties consists of this document and the attachments hereto which are incorporated herein by reference. The attachments include:

1. Attachment "A", SUB-GRANTEE'S Sub-Grant Application
2. Attachment "B", SUB-GRANTEE'S Approved Statement of Work and Detailed Budget
3. Attachment "C", Reporting Forms: Progress Report, Final Report, Grant Financial Report
4. Attachment "D", Outreach Requirements

**MS DEPARTMENT OF MARINE RESOURCES
GRANTEE**

CITY OF GAUTIER
SUB-GRANTEE

Jamie M. Miller
 Jamie M. Miller
 Executive Director

Jan 9. 27.17
 Date

Phil Torjusen Mayor	Date
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**CITY OF GAUTIER
Consent Agenda Item #12
Fact Sheet**

Council Meeting:
Title:

October 3, 2017
Approval of minutes from Recessed Council Meeting
held September 19, 2017

Introduced by:
Contact Person/Telephone

Cynthia Russell 497-8000 Ext. 302

Summary Explanation: Approval of minutes from Recessed Council Meeting held September 19, 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 September 19, 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 October 3, 2017.

**Tuesday
September 19, 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 September 19, 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, Richard Jackson, Casey Vaughan, Rusty Anderson and Adam Colledge. Also present were Paula Yancey, City Manager; Tricia L. Thigpen, Deputy City Clerk; Josh Danos, City Attorney and other concerned citizens. Absent were Councilman Cameron George and City Clerk Cynthia Russell.

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

- 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
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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
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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
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4. Authorization of pay adjustments for City Employees.

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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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
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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
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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
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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
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9. Approval of lease agreement with Singing River, LLC.

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

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

1. Authorization to 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

Councilwoman Martin made the motion to approve the agenda order.
Councilman Vaughan seconded the motion and the vote carried unanimously.
Councilman George was absent.

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 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.

PRESENTATION:

1. First Baptist Church 75th Anniversary Proclamation.

CITY OF GAUTIER'S

GAUTIER
MISSISSIPPI



Nature's Playground

Cruisin'



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



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





Nature's Playground

2nd Saturday



Farmers MARKET



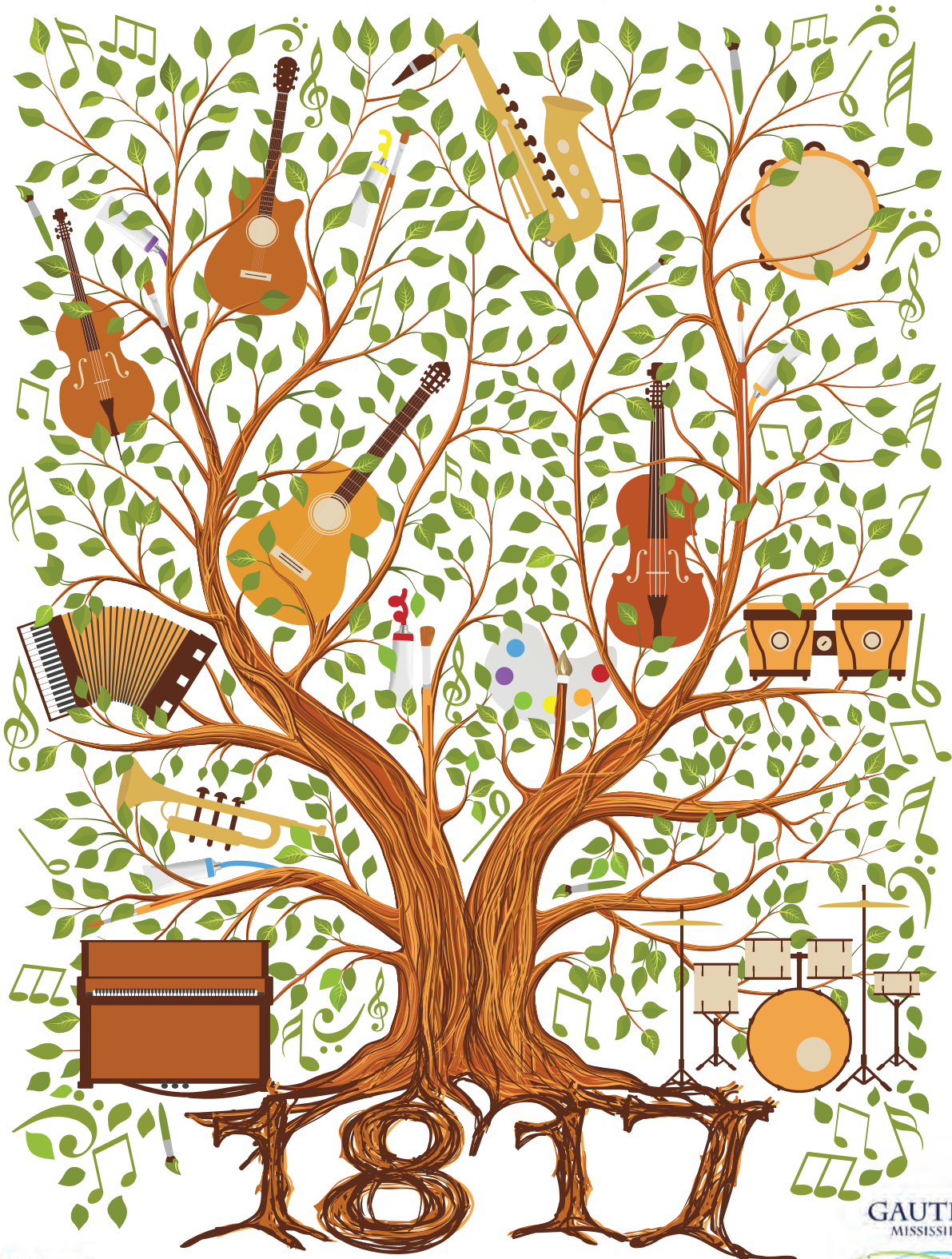
MAY — OCTOBER
2ND SATURDAY MONTHLY
8:00 A.M. UNTIL 12:00 P.M.
GEORGE MARTIN CITY PARK
902 DE LA POINTE DR.

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



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.



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

DISAS+ER 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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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.



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.



Phil Torjusen, Mayor
City of Gautier, Mississippi

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

RESOLUTION NUMBER 031-2017

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 **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:

DEPUTY CITY CLERK

Passed and Adopted 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
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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
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Budget FY 2017 Receipts

FUND 176: SHEPARD STATE PARK	Budget	Amendment	New Budget
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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
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REVENUES

Grant Revenue	0.00	486,453.00	486,453.00
JCBS Inter Local Funds	0.00	<u>192,537.00</u>	192,537.00
		678,990.00	

EXPENDITURES

Other Services & Charges	0.00	678,990.00	678,990.00
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Budget grant and match

FUND 400: ENTERPRISE FUND	Budget	Amendment	New Budget
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WATER-SEWER OPERATION & MAINTENANCE

Supplies	238,000.00	75,000.00	313,000.00
Capital Outlay	200,000.00	<u>(75,000.00)</u>	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
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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	<u>23,871.82</u>	23,871.82
		0.00	

Reallocate grant award to Economic Development

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

ORDINANCE NUMBER 237-2017

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 **Councilman Vaughan**, seconded by **Councilwoman Martin** to adopt the foregoing ordinance and received the following votes:

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

NAYS: **None**

ABSENT: **Cameron George**

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

Phil Torjusen, Mayor

Attest: _____
 Tricia L. Thigpen
 Deputy 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	<u>1</u>		
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	<u>3</u>		
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
<u>Assistant Comptroller</u>	2080	<u>17</u>	<u>1</u>
<u>Utility Services Manager</u>	2080	<u>15</u>	<u>1</u>
<u>Utility Billing Supervisor</u>	2080	<u>13</u>	<u>1</u>
<u>Utility Billing Clerk</u>	2080	<u>12</u>	<u>1</u>
<u>Customer Service Representative</u>	2080	<u>8</u>	<u>2</u>
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
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Deputy Court Clerk	2080	9	1
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Total Funded			6
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Total Non-Funded			
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PLANNING DEPARTMENT

Director/Building Official	2080	21	1
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<u>Planning Technician</u>	2080	11	1
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Administrative Clerk	2080	8	1
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Building and Code Inspector	2080	13	1
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Animal Control/Code Enf. Officer	2080	9	1
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<u>Code Enforcement Officer</u>	N/A	N/A	<u>2</u>
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Total Funded			5
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Total Non-Funded			2
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POLICE DEPARTMENT

Police Chief	2080	22	1
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Administrative Assistant IV	2080	12	1
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Captain	2080	15	3
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CID

Detective Lieutenant	2080	14	1
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Detective Sergeant	2080	13	1
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Detective	2080	12	2
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Detective	2080	12	Unfunded (1)
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FBI Task Force Officer	2080	12	1
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Narcotics Officer	2080	12	1
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<u>Crime Prevention Officer</u>	2080	12	Unfunded (1)
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Records Clerk	2080	8	1
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Patrol

Patrol Lieutenant	2184	11	4
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Patrol Sergeant	2184	10S	4
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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

	<u>Full Time</u>	<u>Part Time</u>	<u>Reserve Positions</u>
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

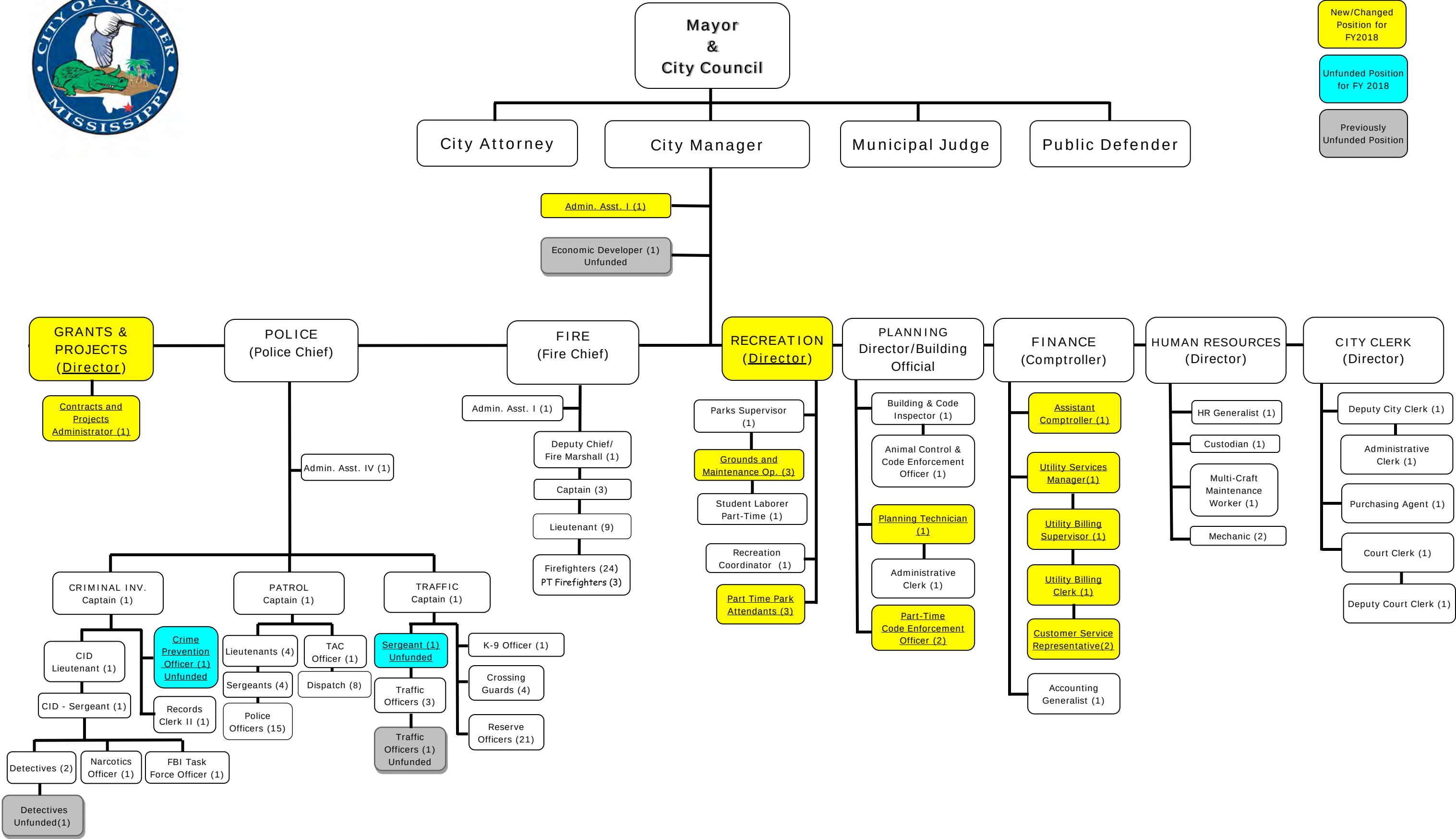


COLOR KEY

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.



ADMINISTRATIVE ASSISTANT I

- 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.



CONTRACTS AND PROJECTS ADMINISTRATOR

- 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. Work 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
Reports To: City Manager
Competitive (Y/N): N

Pay Grade: 19 (Schedule 2080)
Exempt (Y/N): Y

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.



RECREATION DIRECTOR

- 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
Reports To: Recreation Director
Competitive (Y/N): N

Pay Grade: 07 (Schedule 2080)
Exempt (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.



GROUND AND MAINTENANCE OPERATOR

- 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
Reports To: Comptroller
Competitive (Y/N): N

Pay Grade: 17 (Schedule 2080)
Exempt (Y/N): Y

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,



ASSISTANT 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
Reports To: Utility Services Manager
Competitive (Y/N): N

Pay Grade: 13 (Schedule 2080)
Exempt (Y/N): Y

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 _____



UTILITY BILLING SUPERVISOR

- 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
Reports To: Utility Billing Supervisor
Competitive (Y/N): N

Pay Grade: 12 (Schedule 2080)
Exempt (Y/N): Y

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.



UTILITY BILLING CLERK

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
Reports To: Utility Billing Clerk
Competitive (Y/N): Y

Pay Grade: 8 (Schedule 2080)
Exempt (Y/N): N

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 _____



CUSTOMER SERVICE REPRESENTATIVE

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:	Planning Department	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.



CODE ENFORCEMENT OFFICER

- 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.

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

ORDER NUMBER 183-2017

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 **Councilman Vaughan** seconded by **Councilman 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:

DEPUTY CITY CLERK

Passed and Adopted 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.

Mayor, City of Gautier

Date: _____

President, Gautier Firefighters Association,
Local 3290

Date: _____

City Manager, City of Gautier

Date: _____

**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

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

ORDER NUMBER 184-2017

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 **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:

DEPUTY CITY CLERK

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

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

RESOLUTION NUMBER 032-2017

**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 **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**

Adopted on September 19, 2017.

Phil Torjusen
Mayor
City of Gautier

ATTEST:

Tricia L. Thigpen
Deputy 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.

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

ORDINANCE NUMBER 238-2017

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.

Motion made by **Councilman Colledge** to approve the recommendations of the Gautier Planning Commission and deny the rezoning, 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**

DENIED: **September 19, 2017**

Phil Torjusen, Mayor

ATTEST:

Tricia L. Thigpen, Deputy 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



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)

GPC# 17-09-RZ

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.

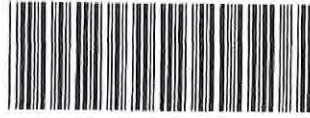
Resolving this issue is for the benefit of all parties. We will be able to collect income from potential warehouse tenants. The city will have a larger business tax base, as new rental space will be made available.

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

does hereby sell, convey and warranty unto

*3200 Dolphin Dr. Gulfport MS
228-860-9505 39553*
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"

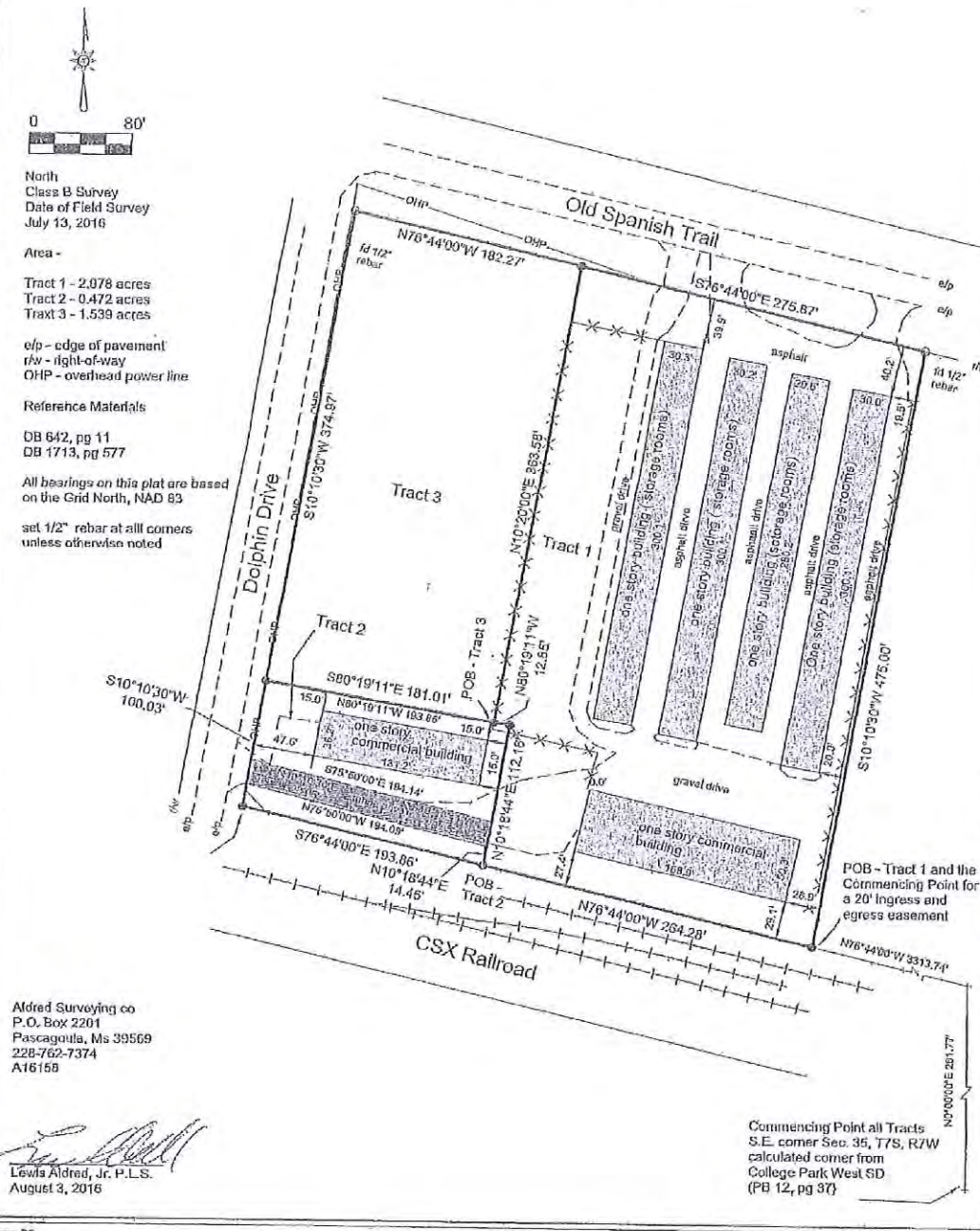
Tract 1

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 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 14.45 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.

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



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
Print Name

[Signature]
Signature

6-8-17
Date

MORRIS R. STERETT
Print Name

[Signature]
Signature

6-8-2017
Date

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

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 Ladrone Road approximately 1107 feet and west of Beasley Road approximately 1046 feet, excluding the property generally known as Mallette Brothers Construction.

QUASI-JUDICIAL PROCEDURES

COPY

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 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-Vanceleave. 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	BATTLE 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	0/90	30	30
I	20,000	100	60	N/A	N/A	40	15/40/80/30	25/80/40	none	N/A	N/A	N/A	N/A	N/A	none	N/A	N/A
C-2	None	100	25	30	35	40/25	15/35	0/35	none	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

**CITY OF GAUTIER
STAFF REPORT**

COPY

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
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	3803 OLD SPANISH TR GAUTIER	0.91

	WARS		
82434038.000	VETERANS OF FOREIGN WARS	3803 OLD SPANISH TRAIL GAUTIER	0.73
82434036.000	CUMBEST RUTH	3721 OLD SPANISH TRAIL GAUTIER	4.00
82434035.000	WALKER EVELYNE MARIE	OLD SPANISH TRAIL GAUTIER	7.00
82434039.000	PIERCE JOSEPH D & CAROLYN F	3803 OLD SPANISH TRAIL GAUTIER	0.57
82435240.160	BATTLE TED M	3109 OLD SPANISH TRAIL GAUTIER	3.40
82435240.100	HOLBERT CHARLES R	OLD SPANISH TRAIL GAUTIER	5.00
82435240.125	NGUYEN TONY & CA NGO	OLD SPANISH TRAIL GAUTIER	9.92
82435240.050	SINGING RIVER BAPTIST CHURCH	OLD SPANISH TRAIL GAUTIER	2.18
82435240.075	HENDLEY JOHN M	2965 OLD SPANISH TRAIL GAUTIER	5.00
82434034.000	LONG STEPHANIE PADGETT	3521 OLD SPANISH TRAIL GAUTIER	0.87
82434031.000	OSBORN CHARLOTTE R	3501 OLD SPANISH TRAIL GAUTIER	4.67
82434030.000	FREEMAN ROYCE E	OLD SPANISH TRAIL GAUTIER	4.53
82435210.000	CUMMINS MAYRON I & FANNIE	3329 OLD SPANISH TRAIL 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 TRAIL 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 TRAIL 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 RD 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 JOSEPH	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	15/40/80/30	25/80/40	none	N/A	N/A	N/A	N/A	N/A	none	N/A	N/A
C-2	None	100	25	30	35	40/25	15/35	0/35	none	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



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

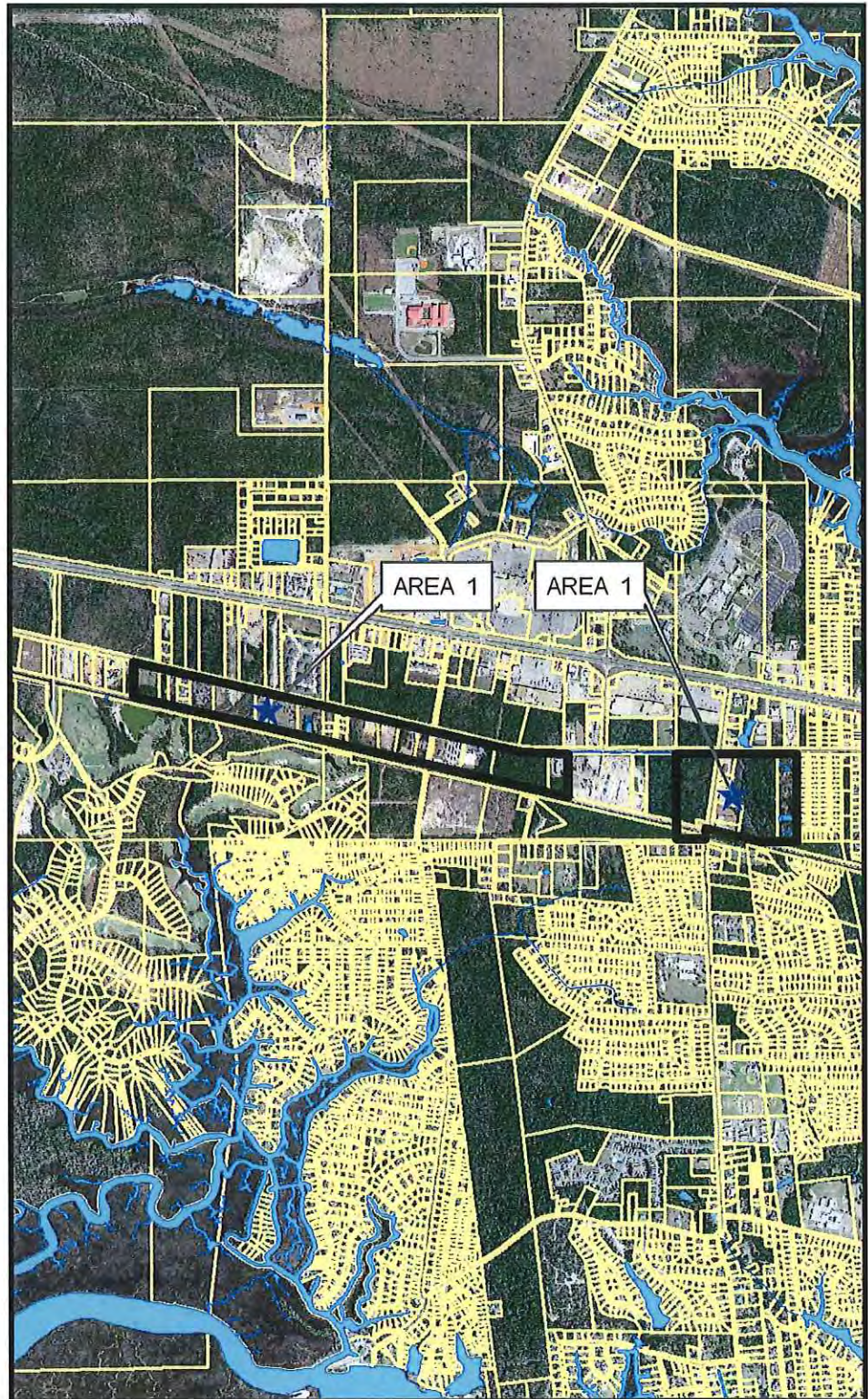
City Of Gautier
Economic Development/Planning



040800



Prepared by the
City of Gautier
GIS Division



Existing Zoning Map

City Of Gautier
Economic Development/Planning



0 40 800



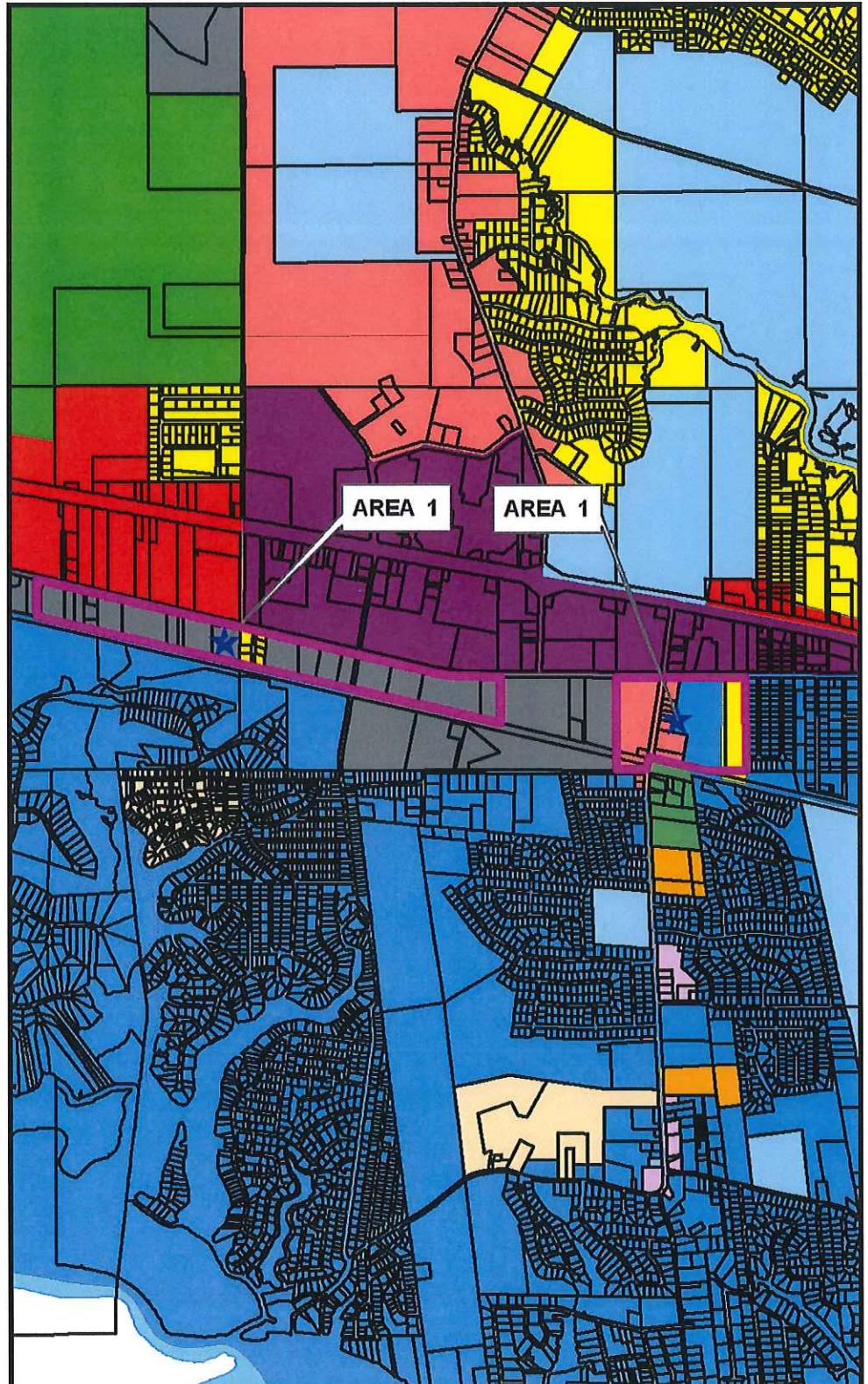
Feet



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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Feet

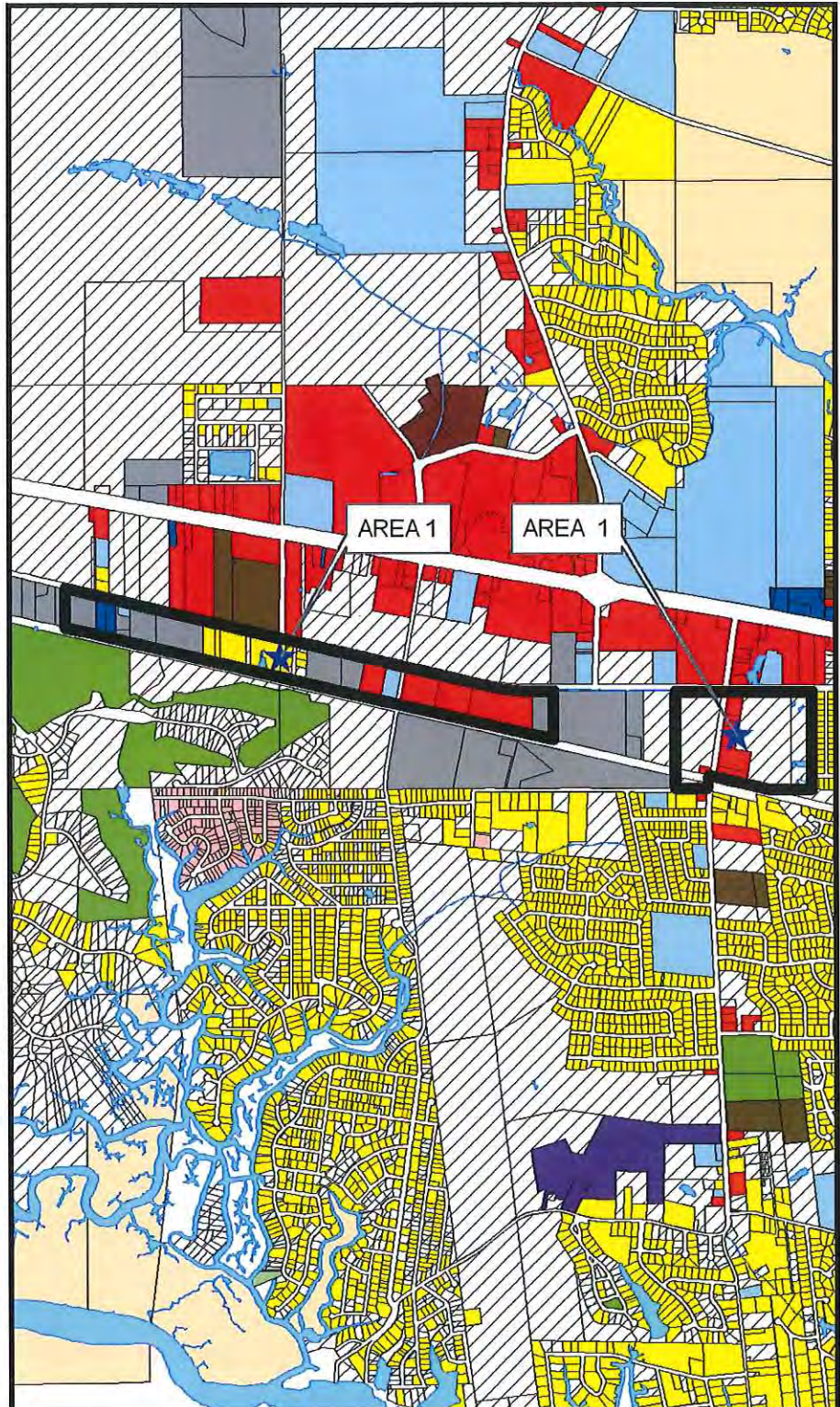


Prepared by the
City of Gautier
GIS Division

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



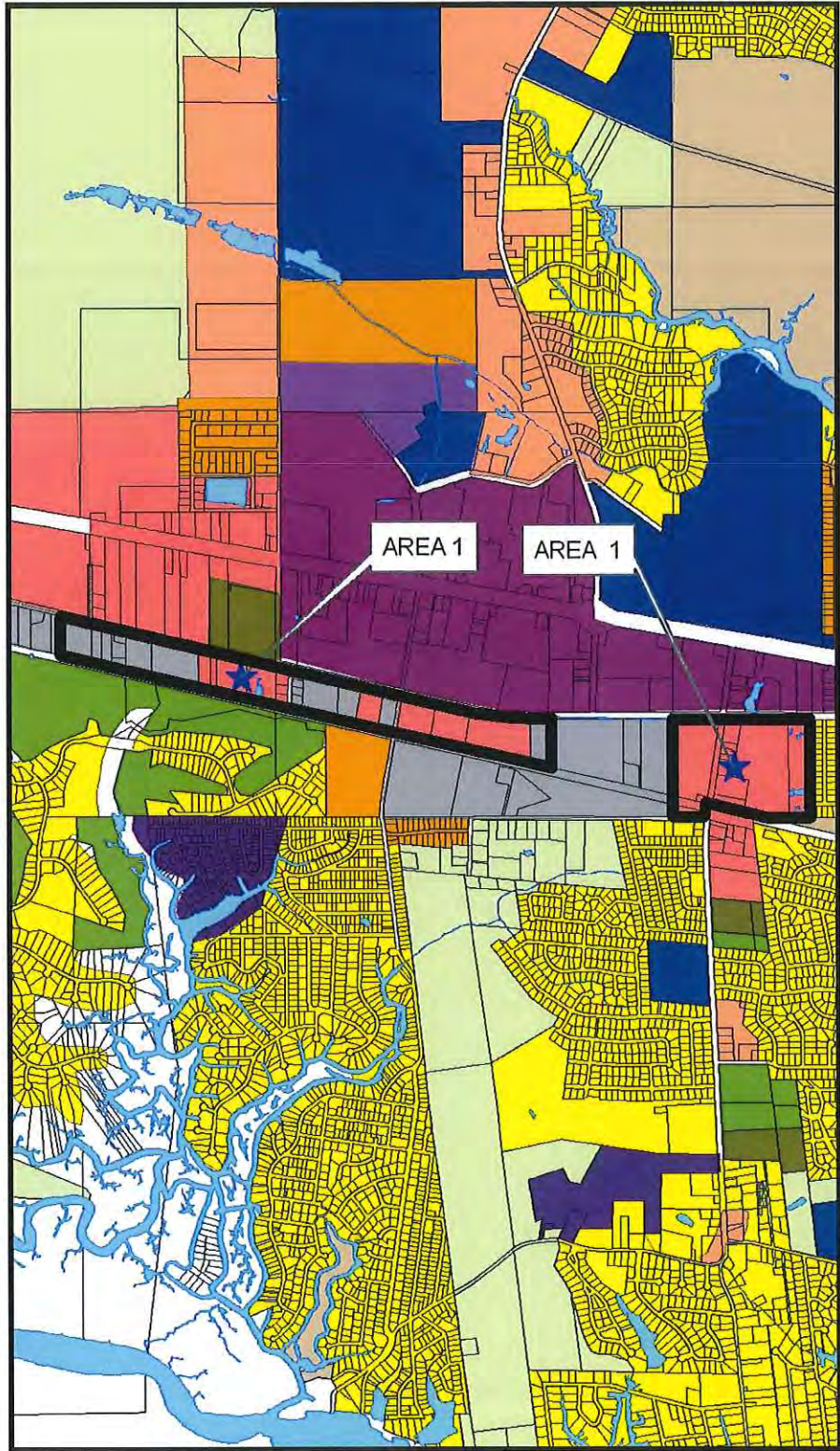
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Prepared by the
City of Gautier
GIS Division

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



0 40 800



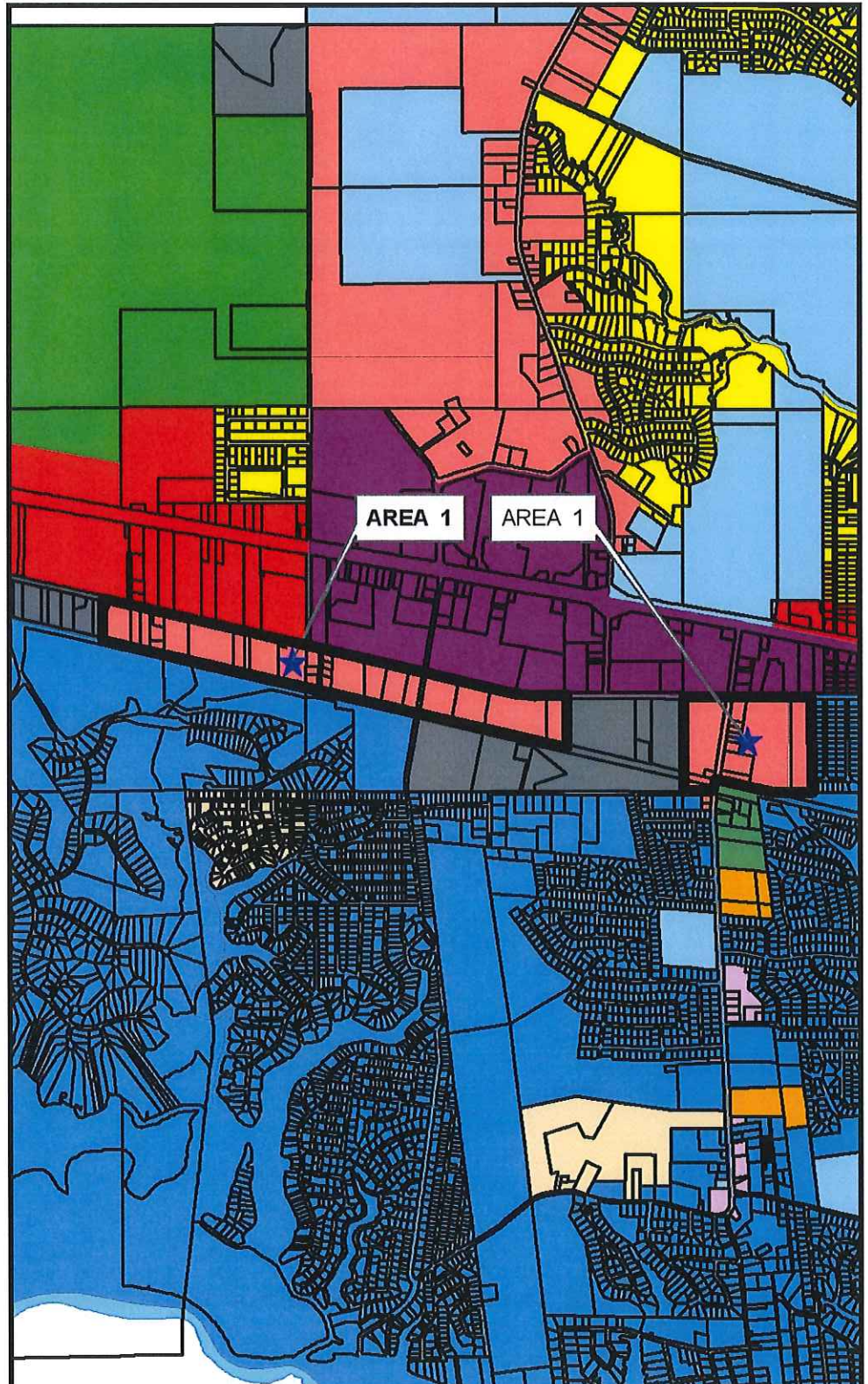
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Prepared by the
City of Gautier
GIS Division

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



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

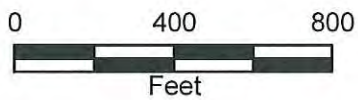
ATTEST:

Wendy McClain, City Clerk

Codification Instructions: Not Codified.

Exhibit A Location Map

City Of Gautier
Planning Department



Prepared by the
City of Gautier
Planning Department



Exhibit B Existing Zoning Map

City Of Gautier
Planning Department



Prepared by the
City of Gautier
Planning Department

Legend

- 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



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



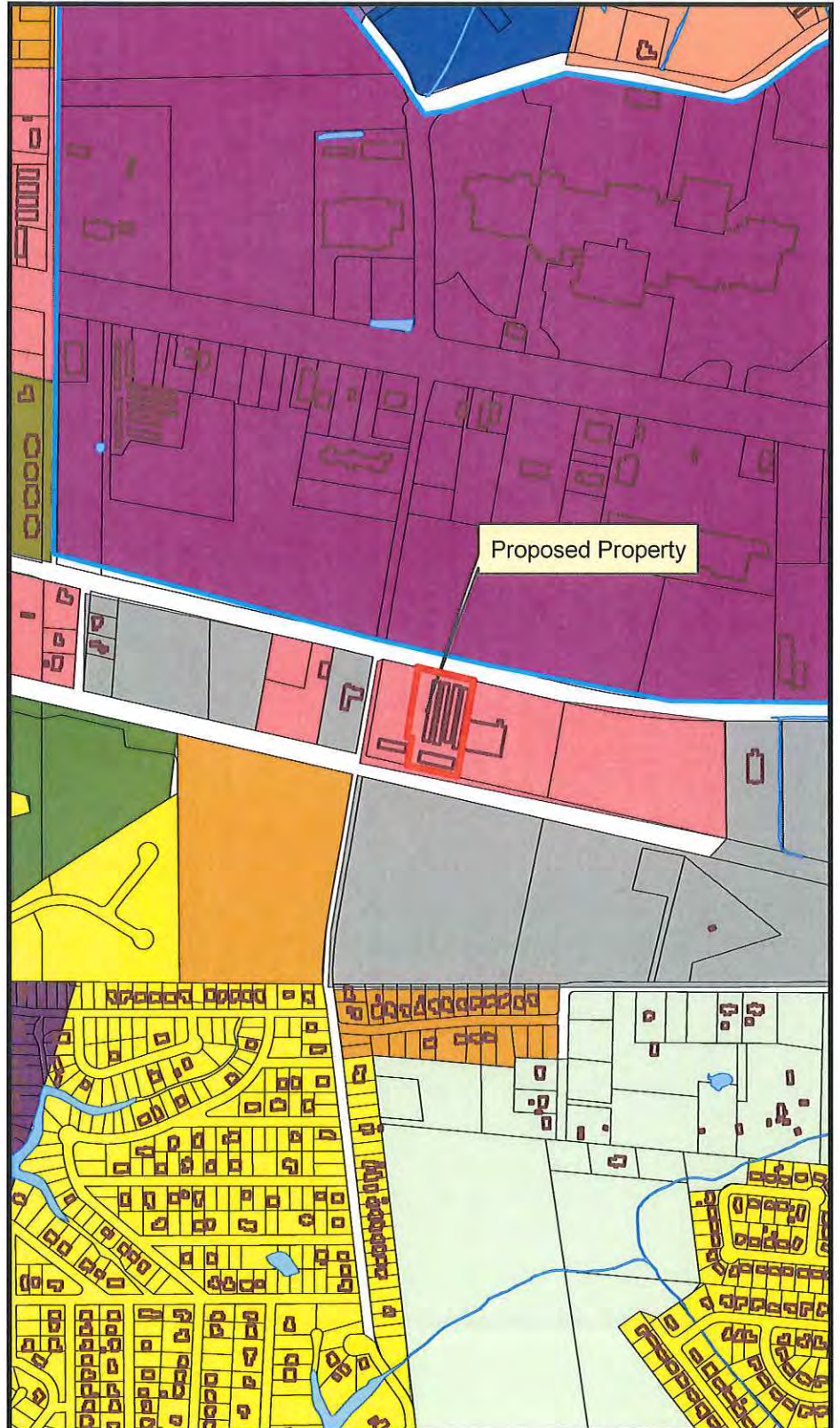
Feet



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 185-2017

**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 6 ayes to 0 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.

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**

Date of Issuance: September 19, 2017

Attest:

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

Tricia L. Thigpen
Deputy City Clerk

CITY OF GAUTIER MEMORANDUM

To: Paula Yancey, City Manager

From: Scott Ankerson, Planning Director

Date: September 12, 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 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 recommends that City Council approve the Conditional Use Permit based on Staff's recommendation and there being no opposition.

The City Council may:

1. Approve the Conditional Use-Major Permit; or
2. Approve the Conditional Use-Major Permit with conditions; 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 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

GR 17-11-CU

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

Name of Applicant: Glewn 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

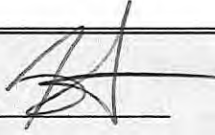
Proposed Use Requiring Conditional Use: Adding Title Loan to existing Pawn Shop (Refer to Article V, UDO)

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

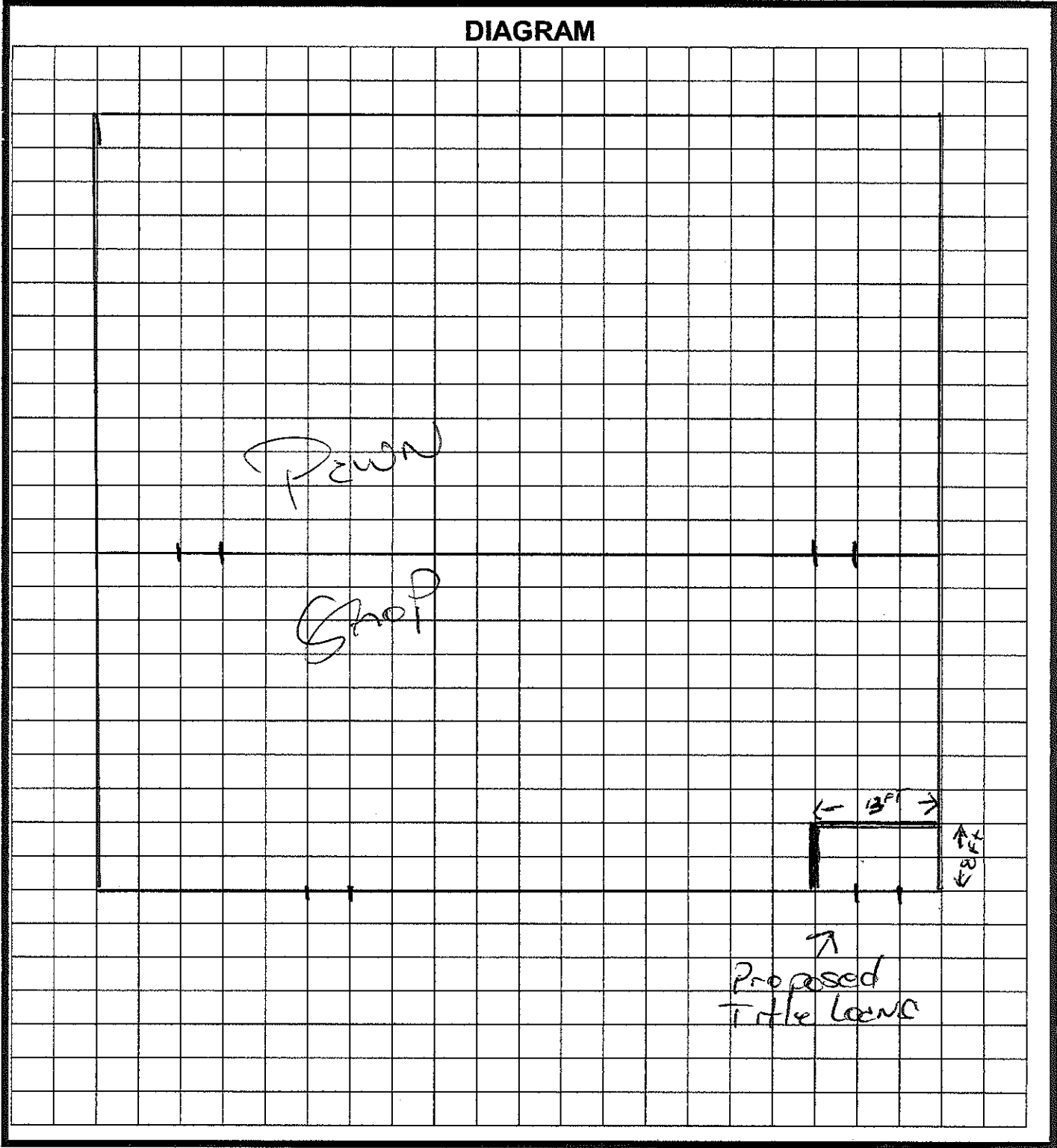
ATTACHMENTS REQUIRED AS APPLICABLE:

- ✓ 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 <u>7-12-17</u>	Verify as Complete <u></u>
Fee Amount Received <u>250.00</u>	Initials of Employee Receiving Application <u></u>

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.



← 50 FT → Hwy 90

↑ 100 FT ↓

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 Power 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.
NA 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 Comforms

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 expend. 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



201413001 17 PGS

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



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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



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").

**DEED OF TRUST
(Continued)**

Loan No: 6649629

Page 2

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 ~~_____~~)

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.

**DEED OF TRUST
(Continued)**

Loan No: 6649629

Page 3

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

**DEED OF TRUST
(Continued)**

Loan No: 6649629

Page 5

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

**DEED OF TRUST
(Continued)**

Loan No: 6649629

Page 7

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

**DEED OF TRUST
(Continued)**

Loan No: 6649629

Page 11

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,

**DEED OF TRUST
(Continued)**

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

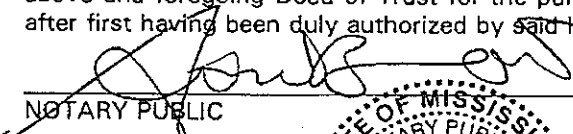
By: 
Glenn Scott Ryder, Manager/Member of Ryder Properties, LLC

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

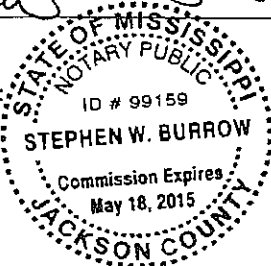
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

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 _____



Loan No: 6649629

**DEED OF TRUST
(Continued)**

Page 16

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:

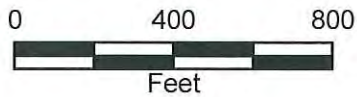
Ryder Properties, LLC


By: Glenn Scott Ryder, Manager/Member


By: Randa L. Ryder, Member

Exhibit A Location Map

City Of Gautier
Planning Department



Prepared by the
City of Gautier
Planning Department

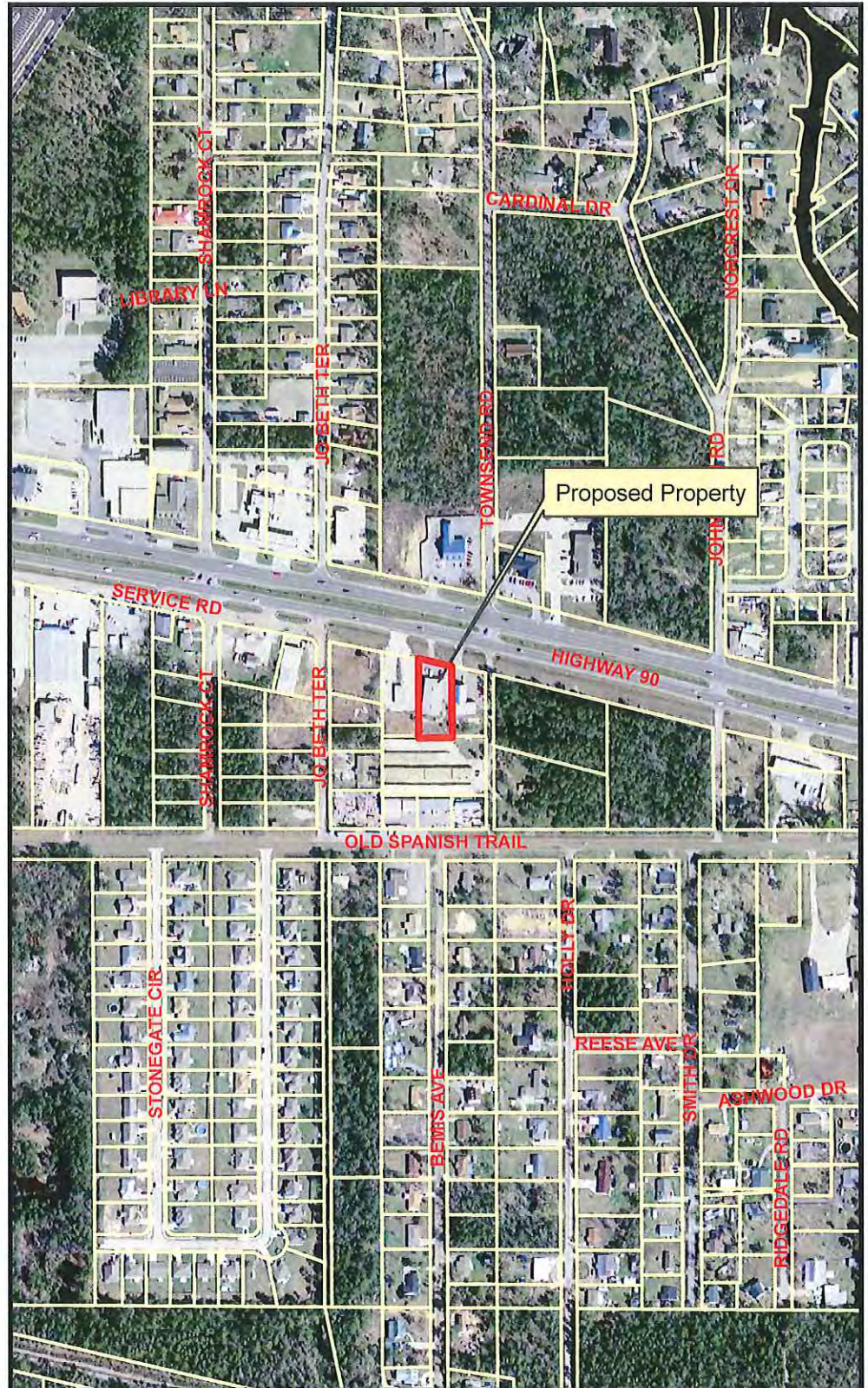


Exhibit B Existing Zoning Map

City Of Gautier
Planning Department



Prepared by the
City of Gautier
Planning Department

Legend

- 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

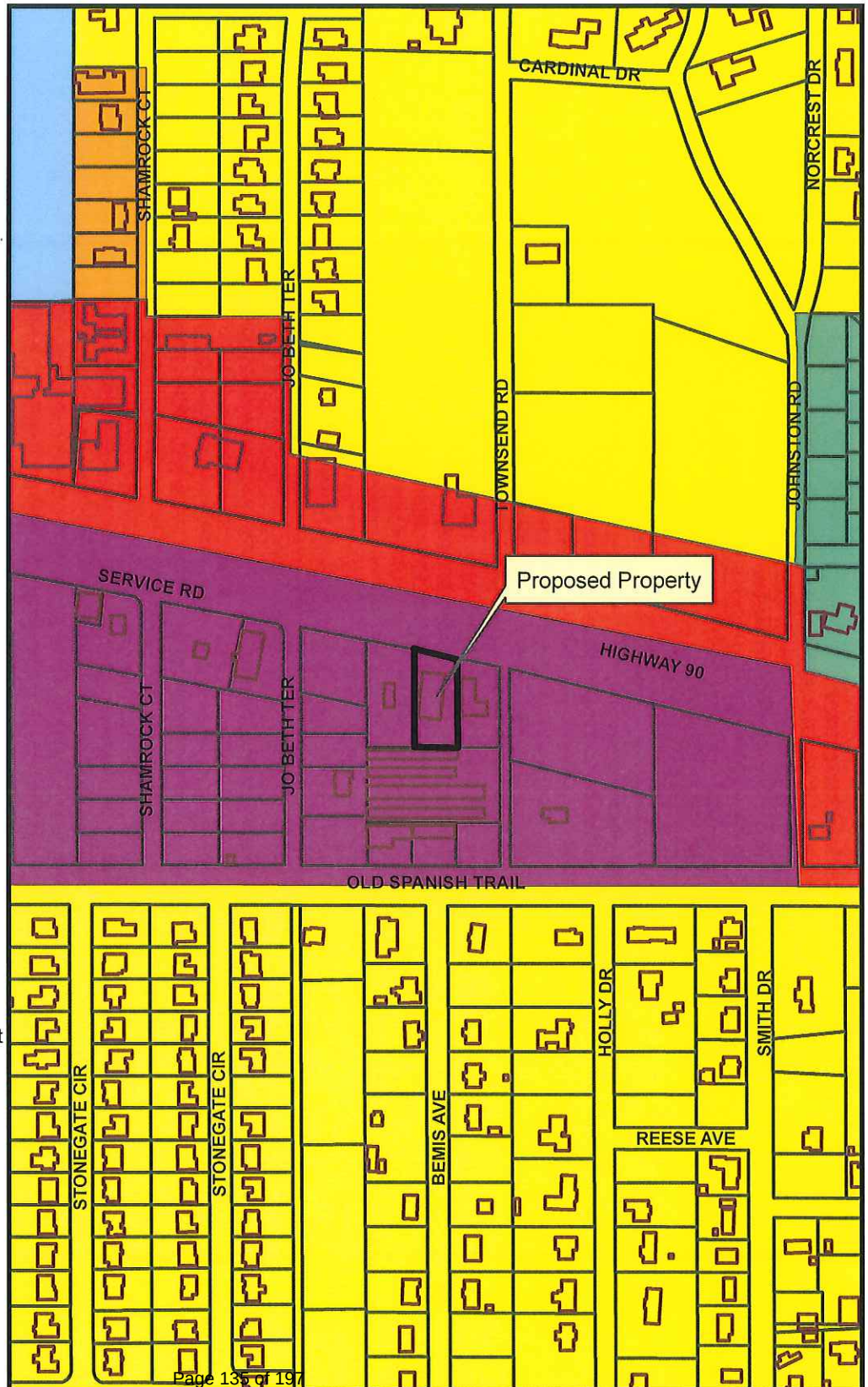


Exhibit C Existing Land Use Map

City Of Gautier
Planning Department



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

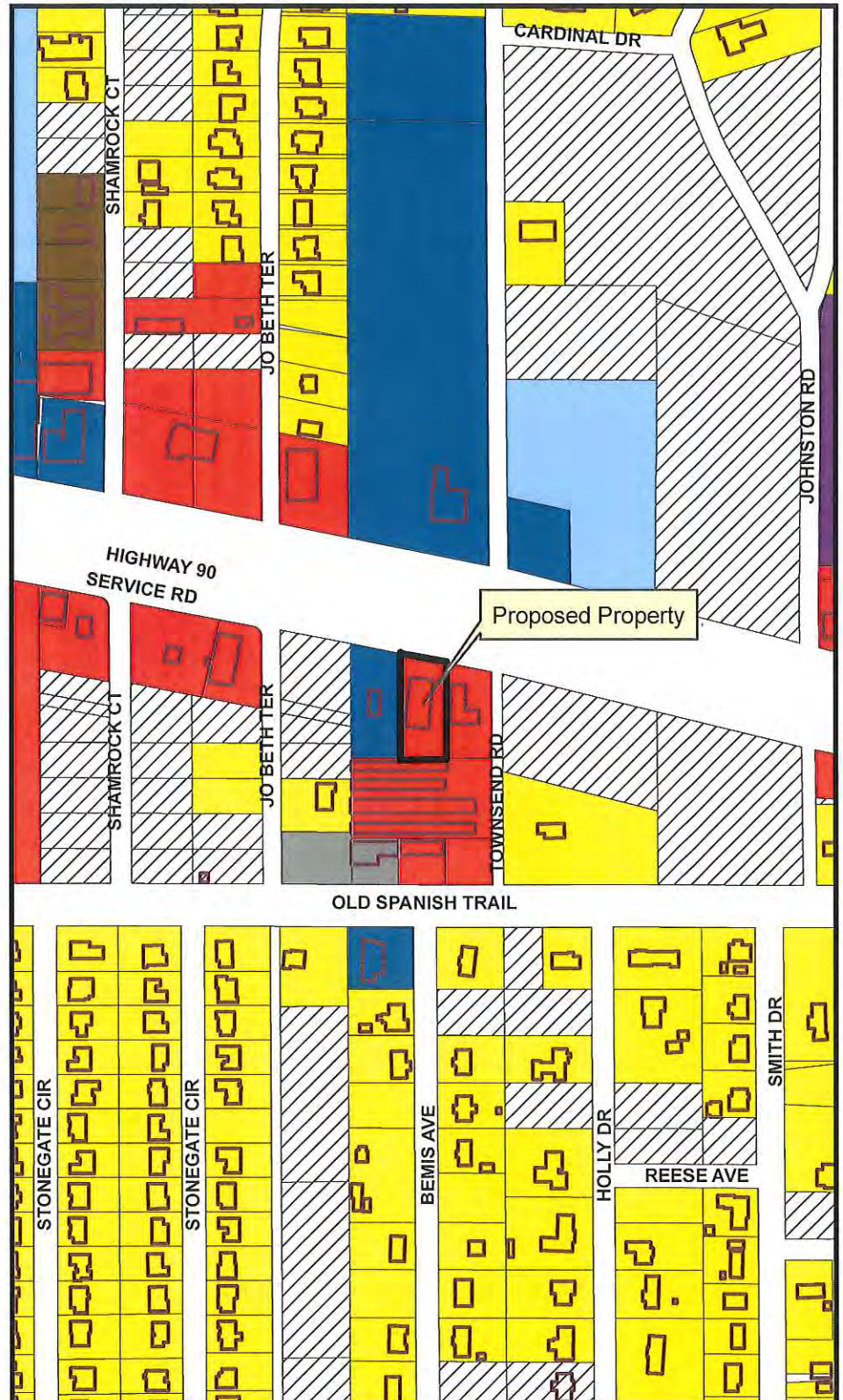


Exhibit D Future Land Use Map

City Of Gautier
Planning Department



0 400 800



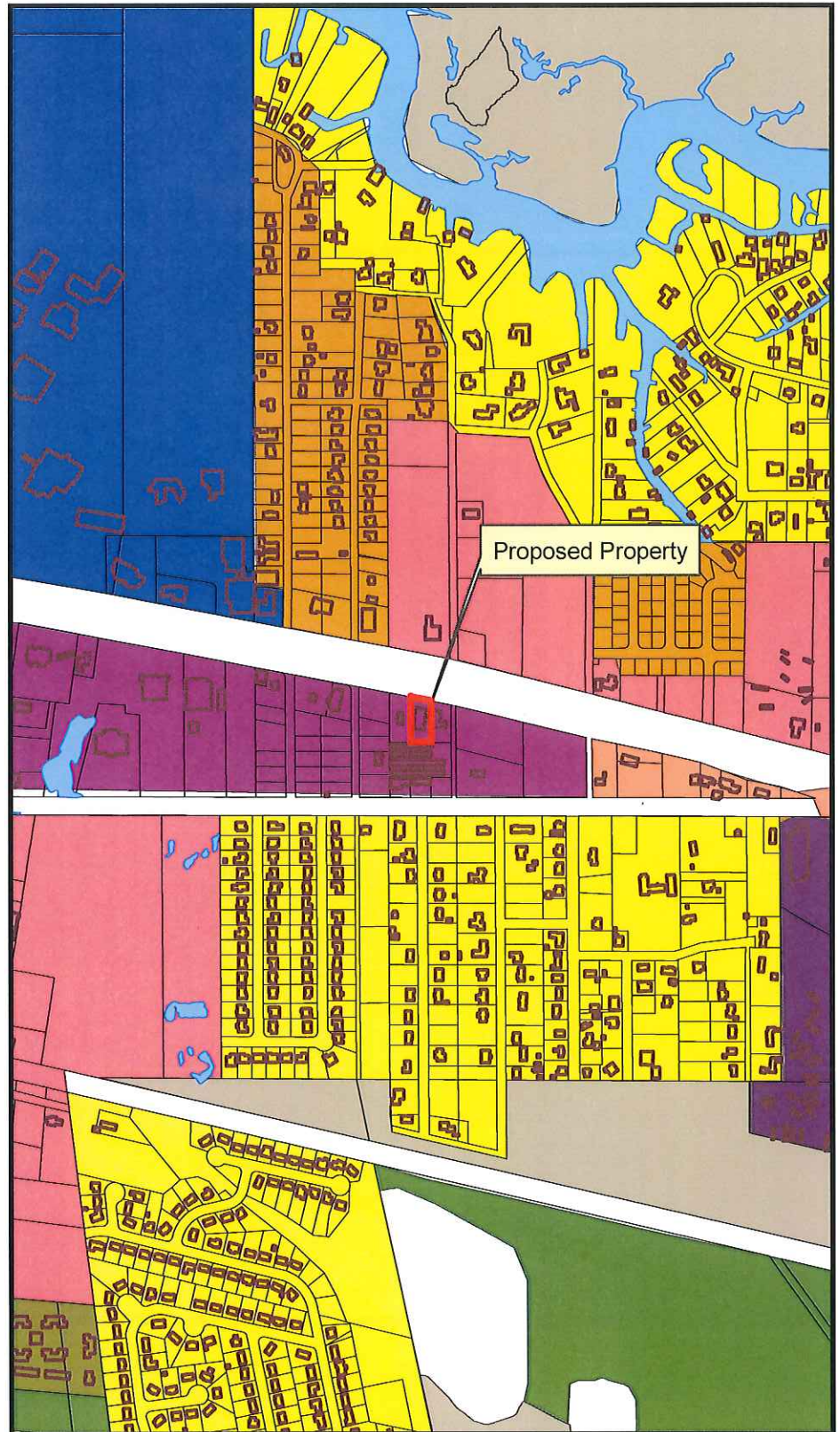
Feet



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 186-2017

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 **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 September 19, 2017.



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

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

ORDER NUMBER 187-2017

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 **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 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 leasehold.
- 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, shall 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:

SINGING RIVER, LLC

LESSEE:

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 _____

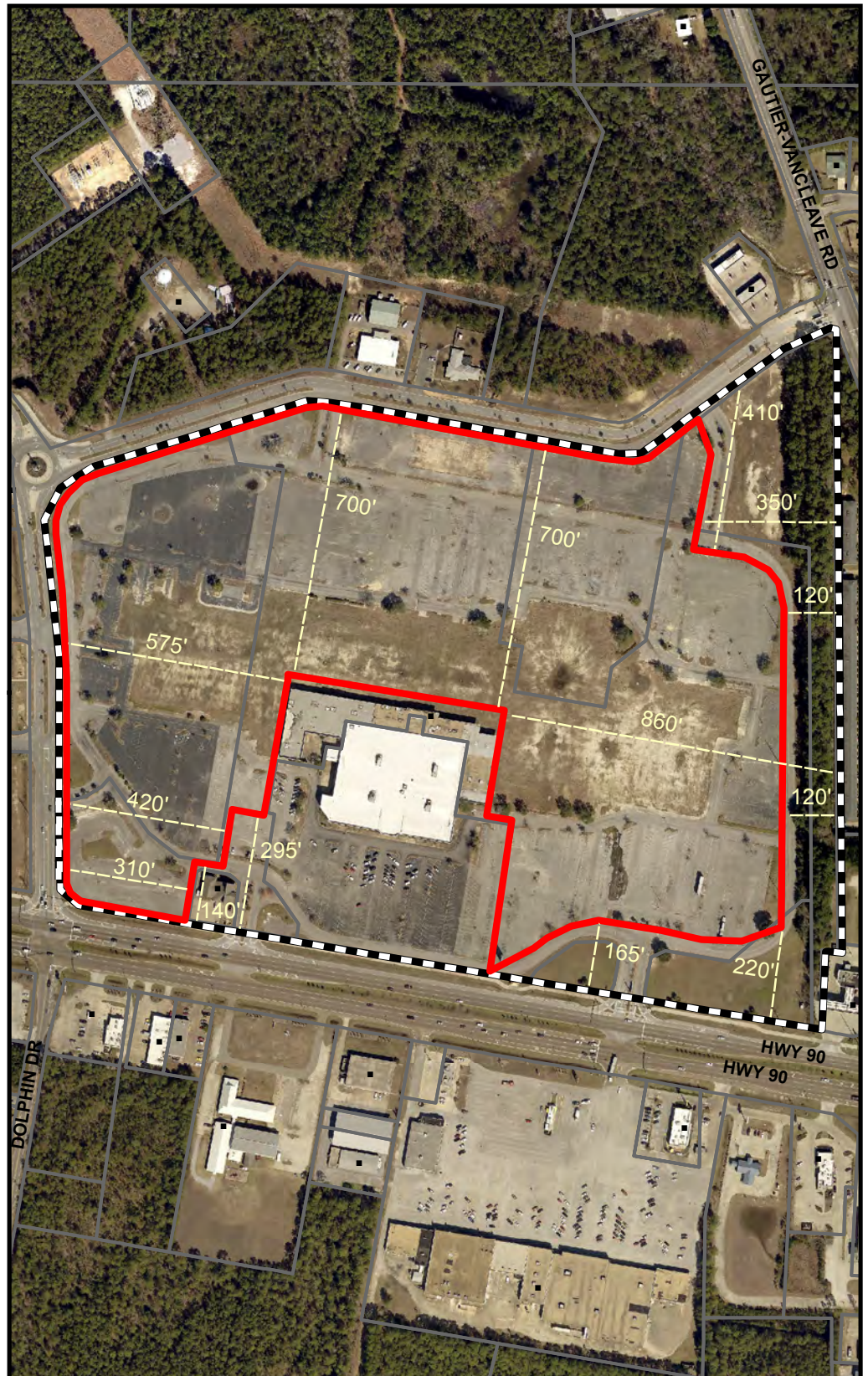
PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named Paula Yancey, who acknowledged to me that she is the City Manager of the City of Gautier, and in such capacity signed, sealed, delivered, and executed the above and foregoing instrument 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



Prepared by the
City Of Gautier
Planning Department

Legend

-  Property Boundary
-  Proposed Lease Area
-  Distance Line Segment

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

ORDER NUMBER 188-2017

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
 Richard Jackson
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: **None**

ABSENT: **Cameron George**

MAYOR

ATTEST:

DEPUTY CITY CLERK

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

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DELTA SANITATION OF MS LLC Account Number 001-170-698	172830	09/19/2017	09/06/2017			35.00	
		Description		Invoice #	Date	P.O.	Amount	
		FRAZIER PORT O LET		0000851005	08/31/2017			35.00
001	STEINER SAW & MOWER Account Number 001-170-639 001-170-639	172832	09/19/2017	09/06/2017			94.00	
		Description		Invoice #	Date	P.O.	Amount	
		BLADE BOLT(3), AIR FILTER		987313	08/08/2017			36.00
		GAS CAP (2), WRENCH (3)		987209	08/29/2017			58.00
001	O'REILLY AUTO PARTS Account Number 001-170-638 001-170-639 001-170-638 001-170-638 001-161-638 001-040-638 001-170-639 001-170-639 001-170-639 001-170-638 001-100-638	172837	09/19/2017	09/06/2017			560.57	
		Description		Invoice #	Date	P.O.	Amount	
		METALLIC PAD (2)		1978466346	07/31/2017			41.05
		TRANSFORMER		1978466515	08/02/2017			39.99
		BRUSH(3), ADH CLEANER, SCRAPER		1978467337	08/10/2017			45.91
		BATTERY		1978467775	08/15/2017			104.43
		SEALED BEAM, TRANS FLUID: E4, E5		1978468372	08/21/2017			118.87
		VEH MAINTENANCE (5): A-1 VAN		1978468472	08/22/2017			57.15
		ALTERNATOR		1978463564	07/05/2017			181.35
		CR RTN: ALTERNATOR		1978468773	08/25/2017			-181.35
		BATT TERMINAL (2)		1978469118	08/28/2017			8.22
		GASKET KIT, FREON (2), PAG OIL		1978466304	07/31/2017			73.03
		SPARK PLUG (8): U #13408		1978469134	08/28/2017			71.92
001	MALLETTE BROTHERS CONSTRUCTION INC Account Number 001-201-576 001-201-576 001-201-576	172838	09/19/2017	09/06/2017			1,725.45	
		Description		Invoice #	Date	P.O.	Amount	
		35.64 RAP TN		19412	08/31/2017			1,069.20
		8.51 SACTUN A-BASE TN		19412	08/31/2017			255.30
		7.29 RIP RAP TN		19412	08/31/2017			400.95
001	LOWES HOME CENTERS INC Account Number 001-161-639 001-161-559 001-161-559 001-161-559 001-161-559 001-161-559 001-161-559 001-205-559 001-205-559 001-161-559 001-201-576 001-161-559 001-161-559 001-161-559 001-170-559 001-170-635 001-170-559 001-170-559 001-170-559 001-161-559	172843	09/19/2017	09/07/2017			2,588.17	
		Description		Invoice #	Date	P.O.	Amount	
		WP ELECTRIC RANGE: SOUTH STN		976832	07/25/2017			334.23
		ICEMAKER KIT		902273	07/25/2017			45.88
		CRT RTN: CIRCUIT BREAKER		902405	07/26/2017			-8.37
		DECK SPRAYER, CLEANER		909174	07/26/2017			39.06
		GE 30A BREAKER		902408	07/26/2017			8.78
		TURN ANGLE VALVE		901170	07/26/2017			8.37
		DRILL BIT		902719	07/27/2017			7.70
		JOINT KNIFE (2), MUD PAN		901324	07/31/2017			10.41
		CR RTN: 30A BREAKER		903780	07/31/2017			-8.78
		BACOT PARK: CATCH BASIN		902545	07/31/2017			60.01
		DRYER CORD, VENT, 30A BREAKER		901350	07/31/2017			44.60
		DRYER VENT, DUCT, 30A BREAKER		902434	08/04/2017			24.16
		DRYER VENT KIT, DRYER DUCT		902443	08/04/2017			15.80
		BLANK KEY		902429	08/04/2017			2.31
		ADA RAMP SUPPLIES: FRAZIER PARK		977621	08/07/2017			1,711.52
		WASP/HORNET INSECT KILL (2)		902283	08/08/2017			5.53
		STAIN & ODOR REMOVER, FEBREZE		909595	08/09/2017			39.51
		100 FT PEX PIPE		915640	08/14/2017			45.33
		LIGHT BULB (2)		909894	08/18/2017			16.72

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

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	SPORTS CONDUCTOR 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

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	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	08/31/2017			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	
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	
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	
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	
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	
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	
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	

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	
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	
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	
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	
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	
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	
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	
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	

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	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	
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	
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	
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	
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	
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	
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	
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	

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	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

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
007	HANCOCK BANK	172878	09/19/2017	09/13/2017			635.00	
	Account Number 007-680-803	Description AGENT/ADMIN FEES:KATRINA BOND	Invoice # 27484	Date 09/11/2017	P.O.		Amount	635.00
FUND TOTAL	7 Claims	to	Checks	1 Total	635.00 Manual	Held	Total	635.00

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
050	M&D CONSTRUCTION COMPANY INC Account Number 050-300-778	172888	09/19/2017	09/13/2017			89,831.53	
		Description		Invoice #	Date	P.O.	Amount	
		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

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
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

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
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

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
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

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
176	BELL AUTO PARTS INC	172822	09/19/2017	09/01/2017			104.53	
	Account Number 176-170-639	Description		Invoice #	Date	P.O.	Amount	
		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 176-170-639	Description		Invoice #	Date	P.O.	Amount	
		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 176-170-639	Description		Invoice #	Date	P.O.	Amount	
		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 176-170-586	Description		Invoice #	Date	P.O.	Amount	
		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 176-170-605	Description		Invoice #	Date	P.O.	Amount	
		CELL PHONE		0030759348	08/31/2017			50.27
176	FUELMAN OF MS	172884	09/19/2017	09/13/2017			26.19	
	Account Number 176-170-525	Description		Invoice #	Date	P.O.	Amount	
		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 176-170-702	Description		Invoice #	Date	P.O.	Amount	
		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

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

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

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

ORDER NUMBER 189-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-7 are hereby approved with the exception of Consent Agenda Item #2.

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 September 19, 2017.

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

ORDER NUMBER 190-2017

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 **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 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
JW6AAC1H21L002338

MAKE
MITS

YEAR
2001

MODEL
639

BODY
TB

TITLE NUMBER
9037997-03

TITLE DATE
01262006

DATE OF FIRST SALE
FOR USE NEW ONLY

NO. CYL.
04

NEW / USED
X

TYPE OF VEHICLE
TRUCK

PASS.
OR GVW

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 | DAY | YEAR

2ND LIENHOLDER

DATE:

MONTH | DAY | YEAR

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ BY _____
(LIENHOLDER) (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20 _____

2ND LIEN _____ BY _____
(LIENHOLDER) (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

CONTROL NUMBER

01948316

DEPARTMENT OF REVENUE

Herb Frierson

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.

VOID IF ALTERED



DEPARTMENT OF
REVENUE
STATE OF MISSISSIPPI

ODOMETER DISCLOSURE STATEMENT

Form 78-015-10-1-1-000

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:

☒ (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

Shane Morrison

PRINTED NAME

TRANSFEROR'S ADDRESS

PO Box 86757 Baton Rouge LA 70879
STREET CITY OR TOWN STATE ZIP CODE

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:

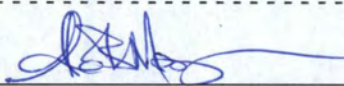
_____ ☐ Kilometers | ☐ Miles

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)

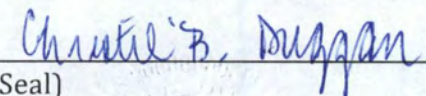
Witness #1: _____ Date: _____

Witness #2: _____ Date: _____

Notary Public

On this 4th day of August, 2017 before me,
Christie B. Duggan
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


(Seal)

CHRISTIE B. DUGGAN
NOTARY ID NO. 87411
EAST BATON ROUGE PARISH, LA

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

ORDER NUMBER 191-2017

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 **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:

DEPUTY CITY CLERK

Passed and Adopted 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

<u>ACCOUNT#</u>	<u>LICENSE #</u>	<u>BUSINESS NAME/OWNER</u>	<u>AMOUNT</u>
*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	2018-08-0005562	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

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

RESOLUTION NUMBER 033-2017

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 **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:

DEPUTY CITY CLERK

Passed and Adopted 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,

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 Rodwin CONTACT PHONE: 228-623-4490

CONTACT ADDRESS: 2420 Perch Lane
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 G Rodwin

Date: 7/11/17

ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

We, the City of Gautier, as part of the consideration for renting, leasing, or
(Name of liable person or group)

otherwise using the permission 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 indemnify 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 J. Rodwin
Authorized Signature

Shanda Bang
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

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

ORDER NUMBER 192-2017

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 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:

DEPUTY City Clerk

Passed and Adopted 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

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 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


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			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**

TO THE
ORDER
OF **CITY OF GAUTIER
3330 HIGHWAY 90
GAUTIER MS 39553**

DATE 09/11/17 CHECK 81314 CHECK AMOUNT \$300.00

REGISTERED 300 DOLS 00 CTS
R&P 115943

Rene Pettis



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

ORDER NUMBER 193-2017

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 **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:

DEPUTY CITY CLERK

Passed and Adopted 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

Date September 7, 2017

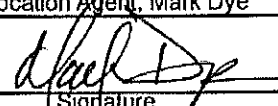
INVOICE - RIGHT OF WAY

P.O. Number 941/

State	Vendor No. <u>V99941ROWY0</u>	Customer Acct. No. _____	Acquired By:	Nature of Title
Payee <u>Air Masters Mechanical, Inc.</u>			Agreement _____	Fee Simple _____
<u>for Pascagoula Gautier School District</u>			Settlement _____	Perm. Ease _____
			Condemnation _____	Temp. Ease _____
			Special _____	D.E. _____
			Circuit _____	
			Supreme _____	84-01 RELOCATION
Mortgagee <u>N/A</u>			TIN NO.	64-0652832
Address <u>1633 Hwy 90 (P.O. Box 727)</u>				
<u>Gautier, MS 39553</u>				

Project No. <u>STP 9194-00-(001)</u>	County <u>Jackson</u>	File No. <u>060-00-00-W</u>
<u>LPA/105069-801000</u>		<u>Pascagoula Gautier School District</u>

Description	Amount
MISCELLANEOUS PERSONAL PROPERTY Moving Expenses - Actual Cost IRS W-9 FORM SIGNED 04/19/17 SEND CHECK TO RELOCATION AGENT MARTIN BLUFF ROAD WIDENING PROJECT	\$ 4,250.00
TOTAL INVOICE	\$ 4,250.00

Recommended For Payment				Approved		Paid By		
Relocation 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	

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

ORDER NUMBER 194-2017

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 **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:

DEPUTY CITY CLERK

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

After a brief discussion of Consent Item #2 the following action was taken.

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

ORDER NUMBER 195-2017

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

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

NAYS: **None**

ABSENT: **Cameron George**

MAYOR

ATTEST:

DEPUTY CITY CLERK

Passed and Adopted 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
r.anderson@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

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 cancellation 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
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CONF#
79246401

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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
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NO REFUNDS GIVEN AFTER 30 DAY GRACE PERIOD.

Councilman Vaughan made the motion to adjourn until October 3, 2017 at 6:30 PM.
Councilwoman Martin seconded the motion and the vote carried unanimously.
Councilman George was absent.

APPROVED BY:

MAYOR

ATTEST:

DEPUTY CITY CLERK

Submitted for approval of the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 3, 2017.

**CITY OF GAUTIER
Consent Agenda Item #13
Fact Sheet**

Council Meeting:
Title:

**October 3, 2017
Authorization of City Petty Cash Fund**

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Authorization of City petty cash fund.

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	Gollott	☐	☐	☐	☐
At Large	Martin	☐	☐	☐	☐
Ward 1	Jones	☐	☐	☐	☐
Ward 2	Guillotte	☐	☐	☐	☐
Ward 3	Vaughan	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Colledge	☐	☐	☐	☐

Action Taken:

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

RESOLUTION NUMBER 000-2017

WHEREAS, for the continued efficient operation of City business it is necessary to have a petty cash fund:

WHEREAS, it is required that a petty cash fund issued to a custodian of that petty cash be authorized by the governing authority; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Gautier, Mississippi:

SECTION 1. That a petty cash fund is hereby issued to the following custodians for the continued efficient operation of City business:

1. City Clerk	\$200.00
2. Planning Director	\$200.00
3. Police Chief	\$800.00
4. Fire Chief	\$150.00
5. City Manager	\$250.00

SECTION 2. That all funds shall be spent, for purchases, in accordance with purchasing laws of the State and the policies of the City.

SECTION 3. 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 Council of the City of Gautier, Mississippi, at the meeting of October 3, 2017.

**CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
October 3, 2017**

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES:
