Tuesday
November 7, 2017
Gautier, Mississippi

BE IT REMEMBERED THAT A REGULAR MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi, was held November 7, 2017 at 6:30 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier, Mississippi.

Those present were Mayor Phil Torjusen, Council Members Mary Martin, Cameron George, Richard Jackson, Casey Vaughan, Rusty Anderson, and Adam Colledge. Also present was Paula Yancey, City Manager; Cynthia Russell, City Clerk; Joshua Danos, City Attorney and concerned citizens.

REVISED AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
November 7, 2017 @ 6:30 PM

I. Call to Order

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

II. Agenda Order Approval

III. Announcements

1. **Office closed Friday, November 10th in observance of Veterans Day.**
2. **Mississippi Masterpieces Bicentennial Celebration of the Arts November 10th 6:00 P.M. - 9:00 P.M.**
3. **Veterans Day Laying of the Wreath Ceremony November 11th 11:00 A.M. Veterans Tribute Tower.**
4. **Office closed Thursday, November 23rd and Friday, November 24th in observance of Thanksgiving Day.**
5. **Lights & Lagniappe on the Bayou December 2nd 11:00 A.M. - 6:00 P.M.**

IV. Presentation Agenda

1. **Small Business Saturday Proclamation.**

2. **Presentation of the Mississippi Recreation & Parks Association Special Event Award of Merit to the Gautier Parks & Recreation Department for the Paint the Town Plein Air Art Competition.**

V. Business Agenda

1. **Authorization to enter into a Tri-party Agreement with ERM Properties, LLC. and Southern Mississippi Planning and Development District, Inc.**

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

2. **Authorization of FY 2018 Brownfields Assessment Grant Application Submission.**

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

3. **Authorization to Advertise for Bids for the NRCS Emergency Watershed Protection Program Grant Drainage Project.**

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

4. **Authorization for Payment of Final Pay Application and Approve Summary Change Order for Shepard State Park Historic Log Cabin Welcome Center Project.**

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

5. **Approval of Memorandum of Agreement with Jackson County, MS, regarding Hurricane Nate Debris Removal.**

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

6. **Approval of Docket of Claims.**

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

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

1. **Resolution removing equipment from Police Department inventory and declaring the equipment surplus.**

2. **Resolution removing a Police Department vehicle from inventory and authorizing vehicle to be used for parts until such time as it can be deemed surplus.**

3. **Resolution removing equipment from Police Department inventory and declaring the equipment surplus.**

4. **Receive August 2017 Finance Report.**

5. **Approval of minutes from Regular Council Meeting held October 3, 2017 and Recessed Council Meeting held October 17, 2017.**

6. **Approval of Establishment of Just Compensation for Cecil J. and Deborah A. Connor Property for the Martin Bluff Road Widening Project STP-9194-00(001) LPA/105069-801000.**

7. **Approval and authorization to pay commercial moving expenses totaling $9,651.94 payable to John Fayard Moving and Warehousing on behalf of Mary F. Dufrene for the Martin Bluff Road Widening Project STP-9194-00 (001) LPA/105069-801000.**

8. **Approval and authorization to pay business landlord reestablishment expenses and moving expenses totaling $15,437.16 to Martin Bluff Trust for the Martin Bluff Road Widening Project STP-9194-00(001) LPA/105069-801000.**

9. **Elimination of two (2) part time Code Enforcement positions and one (1) full-time Animal Control/Code Enforcement position in order to create one (1) full-time Animal Control position and one (1) full time Code Enforcement position.**

10. **Approval to close all City facilities and offices from 11:00 A.M. - 1:00 P.M. Thursday, November 16th for the Employee Thanksgiving Dinner.**

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**

Councilman Vaughan made the motion to approve the agenda order as follows:

1. Add Business Item #7 – Approval of a Professional Services Agreement Modification with Compton Engineering for City Park Boat Launch Improvements.

2. Add Consent Item #11 – Approval of a resolution opposing the Subtitle G-Bond Reforms of H.R.1 or any similar provisions in other proposed legislation.

Councilwoman Martin seconded the motion and the vote carried unanimously.

Announcements

1. Office closed Friday, November 10th in observance of Veterans Day.

2. Mississippi Masterpieces Bicentennial Celebration of the Arts November 10th 6:00 P.M. - 9:00 P.M.

3. Veterans Day Laying of the Wreath Ceremony November 11th 11:00 A.M.

   Veterans Tribute Tower.

4. Office closed Thursday, November 23rd and Friday, November 24th in

   observance of Thanksgiving Day.

5. Lights & Lagniappe on the Bayou December 2nd 11:00 A.M. - 6:00 P.M.

Presentation Agenda

1. Small Business Saturday Proclamation.

2. Presentation of the Mississippi Recreation & Parks Association Special Event Award of Merit to the Gautier Parks & Recreation Department for the Paint the Town Plein Air Art Competition.

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.

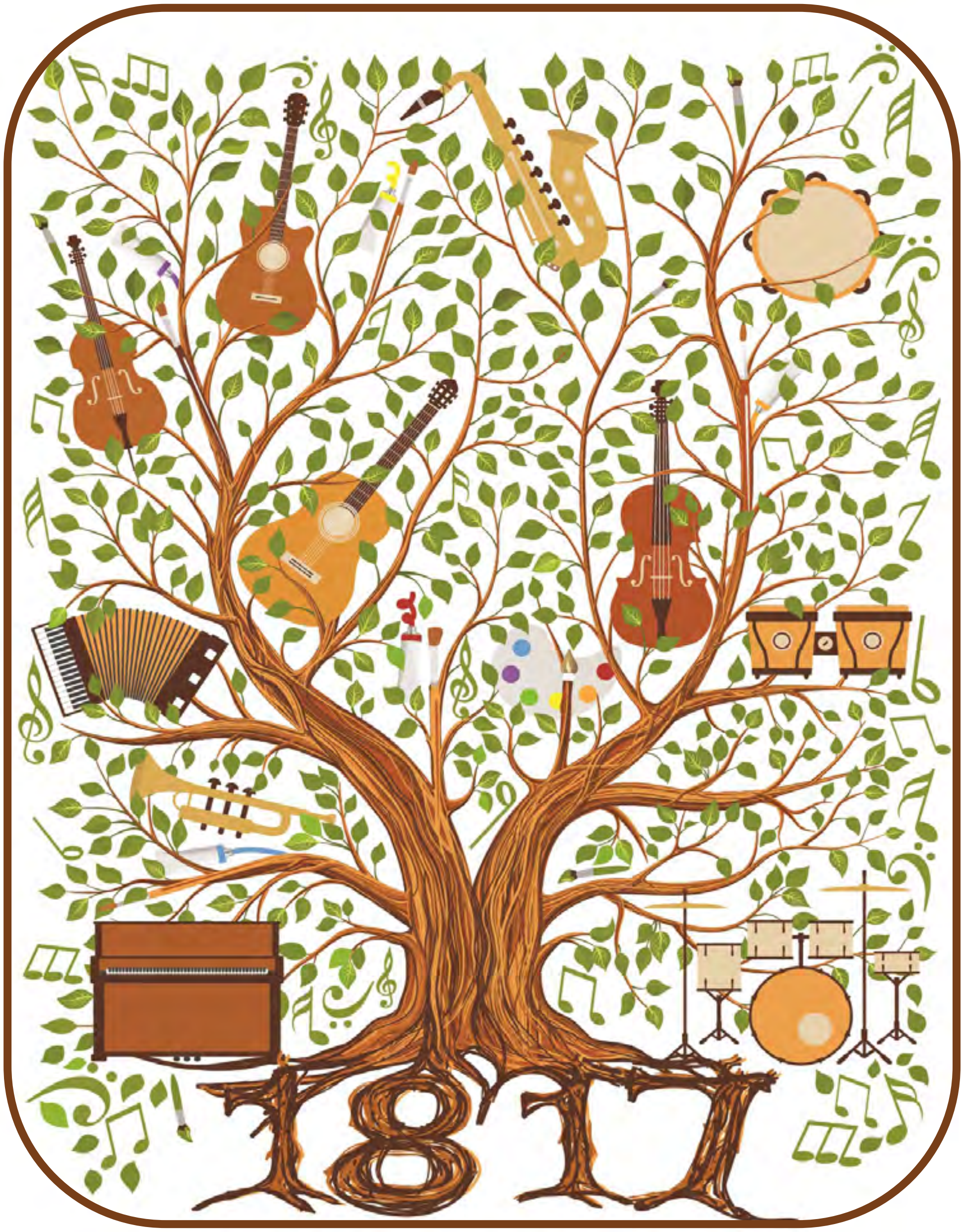
PHIL BRYANT
GOVERNOR

BY THE GOVERNOR

C. DELBERT HOSEMANN, JR.
SECRETARY OF STATE

Mississippi Masterpieces

Bicentennial Celebration of the Arts



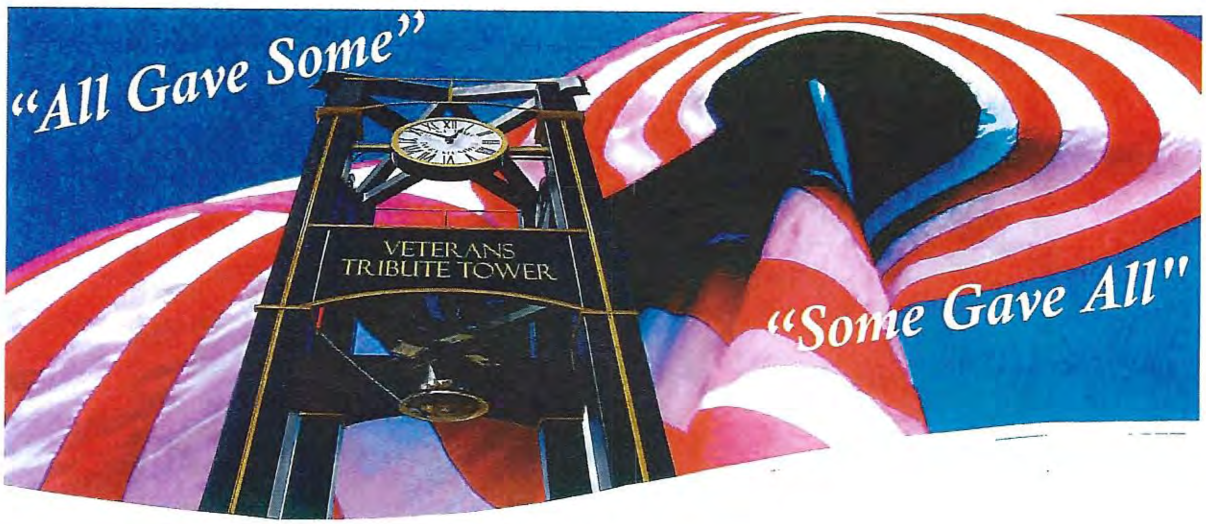
Gautier Convention Center

Nov. 10, 2017 6-9 p.m.

Art. Music. Literature. Food.

Veterans Day

Laying of the Wreath Ceremony



Please join us to honor our veterans
and those men and women
currently serving in the military.

Hosted by

American Legion Post 1992 Family & The City of Gautier

November 11, 2017 ~ 11:00 A.M.

Veterans Tribute Tower

3330 Hwy 90 Gautier, Mississippi

For more information contact
American Legion Post 1992 Family
228-497-6422

STATE OF MISSISSIPPI

Office of the Governor

PROCLAMATION

WHEREAS, pursuant to Miss. Code Ann. Section 3-3-7, Thanksgiving Day, Christmas Day and New Year's Day are declared legal holidays in the State of Mississippi; and

WHEREAS, Christmas Day of 2017 falls on a Monday; and

WHEREAS, during the Thanksgiving holiday and Christmas season, many state employees will spend time with their families in Mississippi and in other states:

NOW, THEREFORE, I, Phil Bryant, Governor of the State of Mississippi, pursuant to the authority vested in me under the Constitution of the State of Mississippi and applicable statutes of the State of Mississippi, do hereby authorize the closing of all offices of the State of Mississippi on Thursday, November 23, 2017, in observance of THANKSGIVING DAY; on Monday, December 25, 2017, in observance of CHRISTMAS DAY; and on Monday, January 1, 2018, in observance of NEW YEAR'S DAY.

IN ADDITION, I 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 24, 2017, in further observance of the THANKSGIVING holiday, and on Tuesday, December 26, 2017, in further observance of CHRISTMAS; and to staff their respective agencies as needed during the THANKSGIVING holiday and CHRISTMAS season.

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

DONE in the City of Jackson, on the 13th day of October in the year of our Lord, two thousand and seventeen, and of the Independence of the United States of America, the two hundred and forty-second.

Phil Bryant

PHIL BRYANT
GOVERNOR

BY THE GOVERNOR

C. Delbert Hosemann, Jr.

C. DELBERT HOSEMANN, JR.
SECRETARY OF STATE

The City of Gautier Presents
Lights & Lagniappe on the Bayou

Saturday, December 2nd
11:00 a.m. - 6:00 p.m.
Gautier City Hall

Arts & Crafts Vendors. Great Food.
Santa. Music. Fun. Pet Parade
Annual Tree Lighting
&

Special Appearance by the Elf on the Bayou!

GAUTIER
MISSISSIPPI
Nature's Playground

CITY OF GAUTIER
PROCLAMATION

Whereas, the government of Gautier, Mississippi, celebrates our local small businesses and the contributions they make to our local economy and community; according to the United States Small Business Administration, there are currently 28.8 million small businesses in the United States, they represent 99.7 percent of all businesses with employees in the United States, are responsible for 63 percent of net new jobs created over the past 20 years, and

Whereas, small businesses employ 48 percent of the employees in the private sector in the United States; and

Whereas, on average, 33 percent of consumers' holiday shopping will be done at small, independently-owned retailers and restaurants; and

Whereas, 91 percent of all consumers believe that supporting small, independently-owned restaurants and bars is important; and

Whereas, 76 percent of all consumers plan to go to one or more small businesses as part of their holiday shopping; and

Whereas, Gautier, Mississippi, supports our local businesses that create jobs, boost our local economy and preserve our neighborhoods; and

Whereas, advocacy groups as well as public and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

Now, Therefore, I, Phil Torjusen, Mayor of Gautier, Mississippi, do hereby proclaim, November 25, 2017, as:

SMALL BUSINESS SATURDAY

And urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the Seal of the City of Gautier, Mississippi, to be affixed on this the 7th day of **November, 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:

ORDER NUMBER 217-2017

WHEREAS, the City has authority to appropriate and provide to SMPDD such sums as it deems necessary and desirable pursuant to Miss. Code Ann. § 17-19-1; and

WHEREAS, the City may also place reasonable conditions on the use of the funds allocated to SMPDD, and otherwise earmark such funds for a specific purpose; and

WHEREAS, SMPDD is a 501(c)(3) private non-profit corporation which engages in activities which include, but are not limited to, administration of a Commercial Redevelopment Incentive Grant Program (the "Grant Program"), which allows private developers to apply for redevelopment grants to incentivize the reuse/redevelopment of existing commercial properties; and

WHEREAS, it is the desire of the City to allocate to SMPDD certain sums described below for the specific purpose of funding the Grant Program to be used as described below for redevelopment of certain commercial property within the City of Gautier (the "Redevelopment Project"), which shall be developed for the purpose of opening and operating a retail chain establishment, and specifically, Harbor Freight; and

WHEREAS, ERM has approached the City and requested participation in the Grant Program administered by SMPDD in order to incentivize the reuse/redevelopment of existing commercial property within the City, as described above; and

WHEREAS, ERM, the City and SMPDD wish to proceed with memorializing these agreements;

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 tri-party agreement with ERM Properties, LLC. and Southern Mississippi Planning and Development, Inc. to enable ERM to utilize the Commercial Redevelopment Incentive Grant Program through SMPDD for a proposed development within the city limits 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 Vaughan** and the following vote was recorded:

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

____
MAYOR

ATTEST:

____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 7, 2017.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 10/31/2017
Subject: Tri-party Agreement with ERM Properties, LLC. and Southern Mississippi Planning and Development District, Inc.

REQUEST:

The Grants and Projects Director requests that City Council authorize entering into a tri-party agreement with ERM Properties, LLC. and Southern Mississippi Planning and Development District, Inc. to enable ERM to utilize the Commercial Redevelopment Incentive Grant Program through SMPDD for a proposed development within the city limits of Gautier.

BACKGROUND:

This is a grant program established by SMPDD to incentivize retail economic development within municipalities, within the bounds of current state law. The City of Gautier is the first to participate in the grant program. In May 2017, the City entered into a memorandum of agreement with developers contemplating entering into the agreement currently before council.

DISCUSSION:

ERM Properties is the development company that has purchased property and is redeveloping same for the purpose of locating a Harbor Freight Tools within the city limits of Gautier. The developer has entered into a lease agreement with Harbor Freight, and the proposed project is underway. The next step in this process is to approve the agreement before the City Council, which establishes the funding for the redevelopment grant that ERM is obtaining through SMPDD. In order to attract this development, the City pledged an amount equal to, but not to exceed, 26.5 percent of the increased sales tax received by the City from Harbor Freight for up to 15 consecutive years. This is for the purpose of funding the redevelopment grant and incentivizing the location of the development within the city limits of Gautier.

RECOMMENDATION:

The Grants and Projects Director recommends that City Council authorize entering into a tri-party agreement with ERM Properties, LLC. and Southern Mississippi Planning and Development District, Inc. to enable ERM to utilize the Commercial Redevelopment Incentive Grant Program through SMPDD for a proposed development within the city limits of Gautier.

City Council may:
1) Authorize entering into the tri-party agreement as outlined above; or
2) Not authorize entering into the tri-party agreement as outlined above.

ATTACHMENTS:

1. Proposed Tri-party Agreement

TRI-PARTY AGREEMENT
FOR COMMERCIAL REDEVELOPMENT INCENTIVE GRANT
AND RELATED SERVICES

This Tri-Party Agreement for Commercial Redevelopment Incentive Grant and Related Services (herein the "Tri-Party Agreement") is entered into as of the ___ day of _____________, 2017, by and among the City of Gautier (hereinafter, "City"), ERM Properties, LLC (hereinafter "ERM") and Southern Mississippi Planning and Development District, Inc. (hereinafter, "SMPDD"). Each above entity is a "Party" and collectively they shall be referred to as the "Parties".

WHEREAS, the City has authority to appropriate and provide to SMPDD such sums as it deems necessary and desirable pursuant to Miss. Code Ann. § 17-19-1; and

WHEREAS, the City may also place reasonable conditions on the use of the funds allocated to SMPDD, and otherwise earmark such funds for a specific purpose; and

WHEREAS, SMPDD is a 501(c)(3) private non-profit corporation which engages in activities which include, but are not limited to, administration of a Commercial Redevelopment Incentive Grant Program (the "Grant Program"), which allows private developers to apply for redevelopment grants to incentivize the reuse/redevelopment of existing commercial properties; and

WHEREAS, it is the desire of the City to allocate to SMPDD certain sums described below for the specific purpose of funding the Grant Program to be used as described below for redevelopment of commercial property located at 2029 Highway 90, Gautier, Mississippi 39553 (the "Redevelopment Project"), which shall be developed for the purpose of opening and operating a retail chain establishment, and specifically, Harbor Freight; and

WHEREAS, it is understood by all parties that the incentive for ERM's participation in the Grant Program is based upon the Verified Tax Increase, as defined herein, and as further described in the Program Agreement to be entered into by and between SMPDD and ERM contemporaneously herewith; and

WHEREAS, ERM has approached the City and requested participation in the Grant Program administered by SMPDD in order to incentivize the reuse/redevelopment of existing commercial property within the City, as described above; and

WHEREAS, Michael Sawyer, on behalf of ERM, and the City entered into a Memorandum of Intent (hereinafter "MOI") on or about May 9, 2017, and ERM relied upon said MOI in moving forward with the Redevelopment Project; and

WHEREAS, ERM, the City and SMPDD wish to proceed with memorializing these agreements;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. ERM REPRESENTATIONS AND RESPONSIBILITIES

1. ERM represents that it owns or will purchase the Redevelopment Project, and that it has or will secure a lease of the Redevelopment Project with Harbor Freight Tools USA, Inc., as lessee ("Harbor Freight Tools"), for the purpose of operating a Harbor Freight retail chain establishment ("Harbor Freight") upon the Redevelopment Project.

2. Upon the execution of this Tri-Party Agreement, ERM will immediately complete a grant application with SMPDD which shall include, but is not limited to, estimated costs, projected tax increase, and development time frame, in order to take part in the Grant Program.

3. Upon approval of the grant application, ERM will enter into a Program Agreement with SMPDD governing the distribution of funds under the Grant Program.

4. ERM will redevelop the Redevelopment Project and will document all costs incurred by it in said redevelopment for the purpose of leasing the property to Harbor Freight Tools for the further purpose of opening and operating Harbor Freight.

5. ERM acknowledges and agrees that within 90 days of the grant of a certificate of occupancy for the Redevelopment Project, documentation of project costs will be provided to the City and SMPDD, to the City's and SMPDD's satisfaction. "Project Costs" shall be defined as any expenditure related to the reuse and redevelopment of the Redevelopment Project, including the purchase price of the real property related to the Redevelopment Project (but excluding associated acquisition costs, including, but not limited to, attorney's fees, title abstract fees, title insurance, hazard insurance, attorney's fees, prorated taxes, appraisal costs, and financing-related costs), and cost of materials directly related to the reuse and redevelopment (but excluding expenditures for furniture, fixtures and equipment, inventory of merchandise to be sold by Harbor Freight, general maintenance, and work that does not improve the appearance or functionality of the Redevelopment Project).

6. ERM acknowledges that it is eligible to participate in the Grant Program administered by SMPDD. Under the Grant Program, commencing twelve (12) months after the certificate of occupancy is issued, and once per year for a period of up to fifteen (15) consecutive years, ERM is eligible to receive an amount equal to 35% of the City's portion of the verified increase in sales tax collected by the City and directly attributable to sales made by Harbor Freight (the "Verified Tax Increase"). The 35% of the Verified Tax Increase attributable to sales by Harbor Freight shall be referred to herein as the "Grant Award." Under no circumstances will the total Grant Award exceed the lesser of one-third (1/3) of ERM's total substantiated Project Costs, or Three Hundred Thirty Three Thousand Three Hundred Thirty Three and 33/100 Dollars ($333,333.33), (the "Grant Cap").

7. ERM acknowledges that SMPDD shall be entitled to an administration fee of Five Percent (5%) of every Grant Award (the "Administrative Fee"), as more fully detailed in the Program Agreement, which will be deducted from all Grant Awards prior to SMPDD paying the balance thereof to ERM.

8. ERM acknowledges that upon acceptance of its completed Grant Program application, and execution of this Tri-Party Agreement and the Program Agreement, Grant Awards will not begin until twelve (12) months after the certificate of occupancy is issued to ERM for the Redevelopment Project, and the Verified Tax Increase is reviewed and accepted by both the City and SMPDD. It shall be ERM's responsibility to provide documented proof of the Verified Tax Increase to the City and SMPDD to the satisfaction of each entity.

9. ERM acknowledges that its lease agreement with Harbor Freight Tools requires Harbor Freight Tools, as lessee, to provide the Verified Tax Increase information and supporting documentation to ERM, the City and SMPDD on an annual basis. This shall include, but is not limited to, the total Mississippi sales taxes paid by Harbor Freight Tools, d/b/a Harbor Freight. The parties acknowledge that this information provided by Harbor Freight Tools is third party proprietary information and will not be further released by any Party to this Tri-Party Agreement, unless required by law.

II. <u>CITY REPRESENTATIONS AND RESPONSIBILITIES:</u>

1. City agrees that upon ERM's compliance with the above obligations, and as consideration therefore, it will provide to SMPDD, as administrator of the Grant Program and on ERM's behalf, the Grant Award. SMPDD shall be compensated by way of the Administrative Fee. The Administrative Fee shall be deducted from the Grant Award prior to submission of payment to ERM.

2. For ERM's successful participation in the Grant Program, the City agrees to provide the Grant Award to SMPDD for a period of fifteen (15) consecutive years, or until the Grant Cap is reached, whichever occurs first, unless sooner terminated in accordance with Paragraphs 4 or 5 of this Section II.

3. The City will execute and deliver to SMPDD any other documentation consistent with this Tri-Party Agreement necessary to carry out the terms hereof.

4. Should the Redevelopment Project as defined herein cease to exist, or in the event Harbor Freight Tools terminates its lease and/or its operations at 2029 Highway 90, Gautier, Mississippi 39553, this Tri-Party Agreement will automatically terminate and the responsibilities of the City and SMPDD, as identified herein, shall terminate effective immediately as of the date of termination of operations of Harbor Freight or cessation of the Redevelopment Project, whichever date first occurs.

5. The City is agreeing to contribute the Grant Award as calculated by the Verified Tax Increase in sales tax resulting from only this Redevelopment Project, and specifically excludes an increase in sales tax resulting from any further expansion, or additional redevelopment in the future. If at any time the Redevelopment Project is conveyed, transferred or assigned to any other entity by ERM, whether by specific act or operation of law, or is leased by any entity other than Harbor Freight Tools, the City's obligations under this Tri-Party Agreement shall automatically terminate.

III. SMPDD REPRESENTATIONS AND RESPONSIBILITIES

1. Upon execution of this Tri-Party Agreement, SMPDD will provide an application to ERM for participation in SMPDD's Grant Program.

2. Upon reaching terms satisfactory to SMPDD and ERM, SMPDD will enter a Program Agreement with ERM governing the distribution of funds under the Grant Program.

3. The Grant Program and Program Agreement will allow for and detail the mechanism for distribution of the Grant Award to ERM pertaining to the Redevelopment Project.

4. The Program Agreement between SMPDD and ERM will define the Administrative Fee to be charged by SMPDD and paid from the Grant Award provided by the City; however, no additional funds from the City shall be obligated beyond those identified above.

5. SMPDD will administer the Grant Program to ensure that ERM meets all requirements and obligations identified herein and in the Program Agreement prior to distribution of any Grant Award.

6. SMPDD's administration of the Grant Program includes receipt of the Grant Award from the City, determining (in conjunction with the City) the appropriate amount of funds due to ERM, if any, and disbursing the Grant Award, less the Administrative Fee, to ERM in accordance with this Tri-Party Agreement and the Program Agreement.

7. Upon SMPDD's annual receipt of the Grant Award, SMPDD shall prepare a report to ERM and the City (the "Annual Report") which will include, but is not limited to: (a) the Verified Tax Increase for the year; (b) the amount of the Grant Award for the year; (c) the amount of the Administrative Fee to be deducted from that year's Grant Award and retained by SMPDD; and (d) the amount of eligible awards remaining on the Grant Cap after each annual Grant Award.

IV. GENERAL TERMS

1. All notices, requests, demands, and other communications which may or are required to be delivered hereunder will be in writing and will be delivered by messenger, by a nationally-recognized overnight mail delivery service or by certified mail, return receipt requested, to the following:

   Paula Yancey, City Manager
   City of Gautier
   3330 HWY 90
   Gautier, MS 39553

   ERM Properties, LLC
   Ryan Markle
   ____

Southern Mississippi Planning and Development District, Inc.
Attn: Leonard Bentz, Executive Director
9229 Highway 49
Gulfport, MS 39503

With a copy to:

Hugh D. Keating, Esq.
Dukes, Dukes, Keating & Faneca, P.A.
2909 13th Street, Sixth Floor
Gulfport, MS 39501

2. The modification or amendment of this Tri-Party Agreement, or any of the provisions herein, will not become effective unless executed in writing by all Parties.

3. Except for disclosure to legal counsel, accountant or financial advisors, no Party to this Tri-Party Agreement shall disclose the terms hereof to any person who is not a Party or signatory hereto, unless disclosure thereof is required by law or otherwise authorized by this Tri-Party Agreement or consented to by all Parties in writing. The parties understand that this agreement is a public record and must be adopted by the City Council on the minutes of an open meeting. Unauthorized disclosure of the terms of this Tri-Party Agreement shall be a material breach hereof.

4. Nothing contained in this Agreement shall be construed as constituting any Parties as principal and agent, partners or joint venturors.

5. If any provision of this Tri-Party Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision herein is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

6. This Tri-Party Agreement shall be construed in accordance with the laws of the State of Mississippi. Any and all disputes arising hereunder shall be tried in a court of competent jurisdiction in Jackson County, Mississippi. By execution hereof, each Party consents to jurisdiction in Jackson County, Mississippi, and waives any and all defenses or objections to jurisdiction or venue in Jackson County, Mississippi.

7. This Tri-Party Agreement may be executed in separate counterparts, each of which so executed and delivered shall constitute an original, but all such counterparts shall together constitute one and the same instrument. The Parties stipulate that a photocopy of an executed original shall be admissible in evidence for all purposes in any proceeding as between the Parties.

8. This Tri-Party Agreement has been jointly drafted by all Parties, and in the event of any ambiguity, such ambiguity shall not be construed against any drafting Party.

AGREED:

City of Gautier:

____ DATE:______________

By:____

ERM Properties, LLC:

____ DATE: _____________

By:____

Southern Mississippi Planning and Development District, Inc.

____ DATE: _____________

By:____

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

ORDER NUMBER 218-2017

WHEREAS, the U.S. Environmental Protection Agency (EPA) offers a Brownfields Assessment Grant for $300,000 to assess additional sites; and

WHEREAS, it is in the best interest of the City of Gautier; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to submit an application to the U.S. Environmental Protection Agency (EPA) for FY 2018 Brownfields Assessment Grant Funding.

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

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

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

NAYS: **None**

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MAYOR

ATTEST:

____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 7, 2017.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 10/31/2017
Subject: FY 2018 Brownfields Assessment Grant Application Submission

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REQUEST:
The Grants and Projects Director requests City Council authorization to submit an application to the U.S. Environmental Protection Agency (EPA) for FY 2018 Brownfields Assessment Grant funding.

BACKGROUND:
EPA's Brownfields Program provides funds to empower states, communities, tribes and nonprofits to prevent, inventory, assess, clean up, and reuse brownfield sites. A brownfield site is defined as "real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of hazardous substances, pollutants, contaminants, controlled substances, petroleum or petroleum products, or is mine-scarred land." Assessment grant funding is used to inventory, characterize, assess, and conduct planning (including clean-up planning) and community involvement related to brownfield sites.

DISCUSSION:
The City has recently completed and is in the process of closing out a $400,000 Brownfields grant that assessed 16 properties within City limits. The Grants and Projects Department requests authorization to apply for a community-wide Brownfields Assessment Grant for $300,000 ($200,000 from hazardous substances funding and $100,000 from petroleum funding) in order to assess additional sites. This funding opportunity does not require a local match.

RECOMMENDATION:
The Grants and Projects Director recommends that City Council authorize submission of an application for FY 2018 Brownfields Assessment Grant funding as outlined above prior to the November 16, 2017, deadline.

City Council may:
1) Approve submission of an application for FY 2018 Brownfields Assessment Grant funding as described above; or
2) Not approve submission of an application for FY 2018 Brownfields Assessment Grant funding as described above.

ATTACHMENTS:

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

ORDER NUMBER 219-2017

WHEREAS, the NRCS Emergency Watershed Protection Program provides grants for drainage projects in municipalities; and

WHEREAS, the City of Gautier was awarded such a grant; and

WHEREAS, to move forward with the drainage project, the City must advertise for bids; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to advertise for bids for the NRCS Emergency Watershed Protection grant drainage project.

IT IS FURTHER ORDERED that the areas approved for drainage work include:

1) South of White Wood Drive, from Pine Dale Lane to Rockvale Drive.
2) Along the conveyance just east of Shell Landing Boulevard, from Highway 90 south to the railroad tracks.
3) Along the conveyance just east of Highway 57, from Highway 90 south to Old Spanish Trail.
4) South of Old Shell Landing Road, from near house number 2116 to the end of the road.
5) Along the west side of Oxford Drive.
6) Along the conveyance just southeast of the intersection of Ladnier Road and Service Road, south to the railroad tracks.
7) Along the conveyance east of Johnston Road (behind Thomas Transmission), south to Highway 90.

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

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

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

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 7, 2017.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 10/31/2017
Subject: Authority to Advertise for Bids for the NRCS Emergency Watershed Protection Program Grant Drainage Project.

REQUEST:

The Grants and Projects Director requests that City Council authorize staff to advertise for bids for the NRCS Emergency Watershed Protection Program grant drainage project.

BACKGROUND:

The Emergency Watershed Protection Program (EWP) was established by Congress to respond to emergencies created by natural disasters. The EWP Program is designed to help people and conserve natural resources by relieving imminent hazards to life and property caused by floods, fires, drought, windstorms, and other natural occurrences. The U.S. Department of Agriculture's Natural Resources Conservation Service (NRCS) administers the EWP Program.

The City was notified via email on May 5, 2017 that it had received an estimated $589,640 in Emergency Watershed Protection Program grant funds for drainage work in various locations across the City.

Areas approved for drainage work include:
1) South of White Wood Drive, from Pine Dale Lane to Rockvale Drive.
2) Along the conveyance just east of Shell Landing Boulevard, from Highway 90 south to the railroad tracks.
3) Along the conveyance just east of Highway 57, from Highway 90 south to Old Spanish Trail.
4) South of Old Shell Landing Road, from near house number 2116 to the end of the road.
5) Along the west side of Oxford Drive.
6) Along the conveyance just southeast of the intersection of Ladnier Road and Service Road, south to the railroad tracks.
7) Along the conveyance east of Johnston Road (behind Thomas Transmission), south to Highway 90.

DISCUSSION:

Dates shown on the draft bid advertisement are tentative and may change based upon the results of a time extension request made to NRCS by Seymour Engineering. Seymour is providing engineering design, bidding phase, environmental permitting, construction administration, resident project representation, and topographic survey for design related to the NRCS drainage grant.

RECOMMENDATION:

The Grants and Projects Director recommends that City Council authorize staff to advertise for bids for the NRCS Emergency Watershed Protection Program grant drainage project.

City Council may:
1) Authorize staff to advertise for bid; or
2) Not authorize staff to advertise for bid.

ATTACHMENTS:

1. Draft Bid Advertisement

- Dates subject to change.

NOTICE OF INVITATION FOR BID

Notice is hereby given that sealed bids will be received by the City of Gautier, Mississippi until 2:00 P.M. (CDT) on Tuesday, December 14, 2017, and then said bids will be opened and read aloud in the Gautier City Council Chambers located at Gautier City Hall, 3330 Highway 90, Gautier, MS 39553. Envelopes containing the bids must be sealed, addressed to SHERRY FARABEE, PURCHASING AGENT, City of Gautier, City Hall, 3330 Highway 90, Gautier, Mississippi 39533 and designated as Bid for the following described, to wit:

NATURAL RESOURCES CONSERVATION SERVICE
DEBRIS AND SEDIMENT REMOVAL PROJECT

Bids are invited to perform low impact maintenance removal work of hurricane debris and related sediment from drainage ways and canals in Gautier, Mississippi.

All bids must be on file with Sherry Farabee, Purchasing Agent, City of Gautier, City Hall, 3330 Highway 90, Gautier, Mississippi 3953 on or prior to the hour and date first mentioned above, and must be sealed.

Plans and Specifications (contract documents) may be obtained at the offices of Seymour Engineering, 925 Tommy Munro Drive, Suite G, Mississippi 39532, upon payment of $100.00 non-refundable fee. **A Pre-Bid meeting will be held at 10:00 a.m., November 27, 2017. The Pre-bid meeting will be conducted at the office of Seymour Engineering, 925 Tommy Munro Drive, Suite G, Biloxi, Mississippi, and a site visit will be held afterward.** The Seymour Engineering Project Manager is Reed Bryant and can be contacted at Seymour Engineering, 925 Tommy Munro Drive, Suite G, Biloxi, Mississippi, 39532, (228) 385-2350 regarding the project.

A certified check or bank draft payable to the order of The City of Gautier, Mississippi, negotiable U.S. Government bonds (at par value), or a satisfactory Bid bond executed by the Bidder and an acceptable surety, must be submitted in an amount equal to five percent (5%) of the total bid for:

NATURAL RESOURCES CONSERVATION SERVICE
DEBRIS AND SEDIMENT REMOVAL PROJECT

All bids submitted in excess of $50,000.00 by a prime or subcontractor to do any erection, building, construction, repair, maintenance or related work, must comply with Section 31-3-21, Mississippi Code of 1972, by having a current Certificate of Responsibility from the State Board of Public Contractors. The Contractor's classification should include the ability to perform work in regards to clearing, grubbing, and snagging. The current Certificate of Responsibility Number shall be indicated on the exterior of the sealed bid envelope before it can be opened.

ALL BIDS SUBMITTED FOR $50,000.00 OR LESS SHALL BE SO MARKED ON THE EXTERIOR OF THE SEALED BID ENVELOPE

The City of Gautier reserves the right to reject any and all bids received and to award said bid in the best interest of the City. Bids may be held for a period not to exceed sixty (60) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of Bidders, prior to awarding of the Contract.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, THIS THE _____ DAY OF __________, 2017.

____
PAULA YANCY, CITY MANAGER
CITY OF GAUTIER
3330 US-90
GAUTIER, MS 39553

Run 2 times - 11/10/17
- 11/17/17
Open - 12/14/17

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

ORDER NUMBER 220-2017

WHEREAS, a contract was entered between the City of Gautier and Moran Hauling, Inc. for Phase I of the Shepard State Park Log Cabin Welcome Center Project; and

WHEREAS, Moran Hauling, Inc. is requesting approval of Change Order #2 and final payment under the contract; and

WHEREAS, the engineering firm assisting with this project has approved and recommended approval of the final payment application and Change Order #2; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the payment of a Final Pay Application to Moran Hauling, Inc. is hereby authorized and Summary Change Order #2, reducing the contract amount by $7,301.30 (bringing the total contract amount to $273,142.20) 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 Colledge** seconded by **Councilwoman Martin** and the following vote was recorded:

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

NAYS: **None**

____
MAYOR

ATTEST:

____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 7, 2017.

CITY OF GAUTIER
MEMORANDUM

To:	Paula Yancey, City Manager
From:	April Havens, Grants Administrator
Date:	10/31/2017
Subject:	Authorize Payment of Final Pay Application and Approve Summary Change Order for Shepard State Park Historic Log Cabin Welcome Center Project

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REQUEST:

The Grants & Projects Department requests authorization for payment of a final pay application to Moran Hauling, Inc., and approval of a summary change order for the Shepard State Park Log Cabin Welcome Center project.

BACKGROUND:

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

DISCUSSION:

The original contract amount for the project was $298,600.00. After Change Order #1 was approved to change the parking lot surface from concrete to asphalt, the contract total was reduced to $280,443.50. Approving this Change Order #2 (summary) would further reduce the contract amount by $7,301.30, bringing the total contract amount to $273,142.20.

This summary change order adds $6,255.00 for excavation work, borrow material/sandy clay, and asphalt pavement. It deducts $13,556.30 for granular base, silt fence, straw wattles, concrete pavement, curb and sidewalk, 18” HDPE culvert, erosion control mat, and sod. The net savings to the City is $7,301.30.

RECOMMENDATION:

The Grants & Projects Department requests that Council authorize payment of the final pay application in the amount of $22,060.54 to Moran Hauling, Inc., and approve change order #2 (summary) for the Shepard State Park Historic Log Cabin Welcome Center Project as presented.

The City Council may:
1) Authorize Payment of the Final Pay Application and Approve Change Order #2 as presented; or
2) Not Authorize Payment of the Final Pay Application and Approve Change Order #2 as presented.

ATTACHMENTS:

1. Pay Application and Summary Change Order Package

BROWN, MITCHELL
& ALEXANDER, INC.
CONSULTING ENGINEERS

401 Cowan Road, Suite A
Gulfport, MS 39507
228-864-7612

796 Vieux Marche, 2nd Floor
Biloxi, MS 39530
228-436-7612

3103 Pascagoula Street
Pascagoula, MS 39567
228-436-7612

www.bmaengineers.com

October 18, 2017

Ms. Paula Yancey
City of Gautier
3330 Hwy. 90
Gautier, MS 39553

**RE: Shepard State Park Log Cabin Welcome Center Foundation and Sitework Project
Final Pay Application and Summary Change Order**

Dear Ms. Yancey:

Moran Hauling, Inc., has completed the above referenced project. We have prepared and enclose final documents for your review and approval:

(1) Pay Application No. 8 (FINAL) in the amount of $22,060.54;
(2) Summary Change Order to reflect actual quantities used on the project;

The final contract price for this project is $273,142.20.

As required by the General Conditions of the Contract Documents, we have requested the following closeout documents from the Contractor and will forward to you upon receipt:

- Contractor's Affidavit of Payment of Debts and Claims
- Contractor's Affidavit of Release of Liens
- Consent of Surety Company to Final Payment
- Certificate of Insurance reflecting Completed Operations Coverage

If all is acceptable, please place on the next available Council Agenda for approval. Once approved, please forward a fully executed copy of the Summary Change Order to our office for our records.

As always, should you have any questions or comments, please feel free to contact me at (228) 436-7612.

Sincerely,

Benjamin Smith

Benjamin Smith, P.E.
Vice-President

Enclosures

CELEBRATING 50 YEARS

APPLICATION FOR PAYMENT NUMBER: 8 (FINAL)

PROJECT: SHEPARD STATE PARK LOG CABIN WELCOME CENTER FOUNDATION & SITEWORK PROJECT
CONTRACTOR: MORAN HAULING, INC.
ENGINEER PROJECT # 13-3399A-05 **OWNER PROJECT #:**

		TOTAL CONTRACT COST	EARNED THIS PERIOD	EARNED TO DATE	PERCENT COMPLETE
SEE WORKSHEET (ATTACHMENT A)............		$298,600.00	$15,622.55	$183,744.70	61.54%
CHANGE ORDER NO. 1	*ADDITIVE*	$88,843.50	$0.00	$89,397.50	100.62%
	DEDUCTIVE	($107,000.00)			
SUMMARY CHANGE ORDER	*DEDUCTIVE*	($7,301.30)			
TOTALS:		**$273,142.20**	**$15,622.55**	**$273,142.20**	**100.00%**

WORK PERIOD ENDING............	9/14/2017
APPLICATION DATED..................	10/10/2017
CALENDAR DAYS THIS PERIOD....	0
CALENDAR DAYS TO DATE..........	222
CONTRACT TIME..........................	222
NOTICE TO PROCEED DATE.......	1/2/2017
SUBSTANTIAL COMPLETION DATE....	8/11/2017
TOTAL EARNED TO DATE..........	$273,142.20
TOTAL CONTRACT......................	$273,142.20
PERCENT COMPLETE..............	100.00%
PERCENT OF TIME ELAPSED....	100.00%

AMOUNT EARNED ON CONTRACT TO DATE..........................	$	273,142.20
MATERIALS STORED AT CLOSE OF THIS PERIOD (ATTACH. B)..	$	0.00
GROSS AMOUNT DUE..	$	273,142.20
0% RETAINAGE..	$	0.00
AMOUNT DUE TO DATE..	$	273,142.20
LESS PREVIOUS PAYMENTS..	$	(251,081.66)
AMOUNT DUE THIS APPLICATION..	$	22,060.54

Contractor's Certification: The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 0 through 7, inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment, free and clear of all liens, claims, security interests, and encumbrances (except such as covered by Bond acceptable to OWNER).

ACCEPTED:
MORAN HAULING, INC.

BY: Nicholas A. Sawers DATED: 10/12/17

PAYMENT OF THE AMOUNT DUE THIS APPLICATION IS RECOMMENDED.
BROWN MITCHELL & ALEXANDER, INC.

BY: Benjamin Smith DATED: 10/13/17
BENJAMIN SMITH, P.E., VICE-PRESIDENT

*NOTE: An on-site observation of the work has been performed, and to the best of my knowledge and information, the work approved for payment has been performed in general compliance with the plans and specifications.

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APPLICATION FOR PAYMENT NUMBER...........8 (FINAL)

SHEPARD STATE PARK
LOG CABIN WELCOME CENTER
FOUNDATION & SITEWORK PROJECT
CITY OF GAUTIER, MISSISSIPPI

WORKSHEET
ATTACHMENT A
13-3399A-05

PAY ITEM NUMBER	DESCRIPTION OF PAY ITEM	UNIT	CONTRACT QUANTITY	CONTRACT UNIT COST	CONTRACT COST	QUANTITIES PREV	QUANTITIES CURR	QUANTITIES TOTAL	EARNED CURRENT	EARNED TO DATE	ITEM % COMP.
BASE BID											
01505-A	MOBILIZATION	LS	1	$6,959.00	$6,959.00	1	0	1	0.00	6,959.00	100.00%
01720-A	CONSTRUCTION LAYOUT	LS	1	$2,500.00	$2,500.00	1	0	1	0.00	2,500.00	100.00%
02050-A	REMOVAL OF TREES	LS	1	$1,750.00	$1,750.00	1	0	1	0.00	1,750.00	100.00%
02050-B	REMOVAL OF EXISTING SEWER PUMP OUT STATION *(Refer to CO-1)*	LS	1	$2,000.00	$2,000.00						
02227-A	UNCLASSIFIED EXCAVATION *(Refer to CO-1)*	CY (PM)	1,100	$6.00	$6,600.00	1400	0	1400	0.00	8,400.00	127.27%
02227-B	BORROW MATERIAL, SANDY CLAY *(Refer to CO-1)*	CY (PM)	450	$12.35	$5,557.50	750	0	750	0.00	9,262.50	166.67%
02227-C	BORROW MATERIAL, CLEAN SAND	CY (FM)	450	$12.35	$5,557.50	450	0	450	0.00	5,557.50	100.00%
02234-A	GRANULAR BASE COURSE, 6" THICK *(Refer to CO-1)*	SY	50	$12.50	$625.00				0.00	0.00	0.00%
02234-B	STONE CONSTRUCTION ENTRANCE	LS	1	$3,000.00	$3,000.00	1	0	1	0.00	3,000.00	100.00%
02243-A	GEOTEXTILE FABRIC *(Refer to CO-1)*	SY	1,400	$2.34	$3,276.00	1400	0	1400	0.00	3,276.00	100.00%
02295-A	SILT FENCE	LF	1,100	$5.00	$5,500.00	550	0	550	0.00	2,750.00	50.00%
02295-B	STRAW WATTLES	LF	150	$5.00	$750.00	0	0	0	0.00	0.00	0.00%
02520-A	CONCRETE PAVEMENT *(Refer to CO-1)*	SY	1,925	$56.00	$107,800.00				0.00	0.00	0.00%
02522-A	CONCRETE SIDEWALK	SY	440	$46.00	$20,240.00	344.45	0	344.45	0.00	15,844.70	78.28%
02522-B	DETECTABLE/TACTILE WARNING SURFACE TILES (CAST-IN-PLACE)	SF	15	$66.00	$990.00	15	0	15	0.00	990.00	100.00%
02580-A	PAINTED STRIPING & THERMOPLASTIC LEGENDS	LS	1	$12,000.00	$12,000.00	0	1	1	12,000.00	12,000.00	100.00%
02580-B	PARKING BUMPERS	EA	15	$100.00	$1,500.00	0	15	15	1,500.00	1,500.00	100.00%
02585-A	REFLECTORIZED TRAFFIC SIGNS	EA	2	$250.00	$500.00	0	2	2	500.00	500.00	100.00%
02661-A	2" WATER SERVICE	LS	1	$300.00	$300.00	1	0	1	0.00	300.00	100.00%
02661-B	1" WATER SERVICE	LS	1	$300.00	$300.00	1	0	1	0.00	300.00	100.00%
02723-A	18" HDPE CULVERT	LF	50	$21.00	$1,050.00	20	0	20	0.00	420.00	40.00%
02730-A	6" PVC SEWER	LF	250	$10.00	$2,500.00	250	0	250	0.00	2,500.00	100.00%

APPLICATION FOR PAYMENT NUMBER...........8 (FINAL)

SHEPARD STATE PARK
LOG CABIN WELCOME CENTER
FOUNDATION & SITEWORK PROJECT
CITY OF GAUTIER, MISSISSIPPI

WORKSHEET
ATTACHMENT A
13-3399A-05

PAY ITEM NUMBER	DESCRIPTION OF PAY ITEM	UNIT	CONTRACT QUANTITY	CONTRACT UNIT COST	CONTRACT COST	QUANTITIES PREV	QUANTITIES CURR	QUANTITIES TOTAL	EARNED CURRENT	EARNED TO DATE	ITEM % COMP.
02730-B	6" PVC CLEANOUT	EA	4	$150.00	$600.00	4	0	4	0.00	600.00	100.00%
02730-C	RV DUMP STATION	LS	1	$2,500.00	$2,500.00	1	0	1	0.00	2,500.00	100.00%
02841-A	MAINTENANCE OF TRAFFIC	LS	1	$1,500.00	$1,500.00	0.9183	0.0817	1	122.55	1,500.00	100.00%
02931-A	PLANT ESTABLISHMENT (HYDRO-SEEDING)	AC	1	$3,000.00	$1,500.00	0	0.5	0.5	1,500.00	1,500.00	100.00%
02931-B	EROSION CONTROL MAT	SY	450	$2.50	$1,125.00	0	0	0	0.00	0.00	0.00%
02931-C	SOLID SOD (CENTIPEDE)	SY	1,200	$2.85	$3,420.00	1100	0	1100	0.00	3,135.00	91.67%
08177-A	BUILDING FOUNDATION	LS	1	$18,700.00	$18,700.00	1	0	1	0.00	18,700.00	100.00%
13000-A	BUILDING RELOCATION	LS	1	$78,000.00	$78,000.00	1	0	1	0.00	78,000.00	100.00%
	TOTAL BASE BID				**$298,600.00**				**$15,622.55**	**$183,744.70**	**61.54%**
Change Order No. 1											
DEDUCT THE FOLLOWING PAY ITEMS AND/OR QUANTITIES FROM THE CONTRACT:											
02050-B	REMOVAL OF EXISTING SEWER PUMP OUT STATION	LS	-1	$2,000.00	$ (2,000.00)						
02520-A	CONCRETE PAVEMENT	SY	-1875	$56.00	$ (105,000.00)						
	SUBTOTAL - DECREASE				**$ (107,000.00)**						
ADD THE FOLLOWING PAY ITEMS AND/OR QUANTITIES TO THE CONTRACT:											
CO1-01720-A	CONSTRUCTION LAYOUT	LS	1	$1,500.00	$ 1,500.00	1	0	1	0.00	1,500.00	100.00%
02227-A	UNCLASSIFIED EXCAVATION (PM)	CY	400	$6.00	$ 2,400.00	400	0	400	0.00	2,400.00	100.00%
02227-B	BORROW MATERIAL, SANDY CLAY (PM)	CY	550	$12.35	$ 6,792.50	550	0	550	0.00	6,792.50	100.00%
02234-A	GRANULAR BASE COURSE, 6" THICK	SY	1550	$12.50	$ 19,375.00	1550	0	1550	0.00	19,375.00	100.00%
02243-A	GEOTEXTILE FABRIC	SY	150	$2.34	$ 351.00	150	0	150	0.00	351.00	100.00%
CO1-02520-B	CONCRETE VAULT MODIFICATIONS	LS	1	$2,000.00	$ 2,000.00	1	0	1	0.00	2,000.00	100.00%
CO1-02521-A	CONCRETE CURB	LF	550	$28.00	$ 15,400.00	543	0	543	0.00	15,204.00	98.73%
CO1-02661-C	BACKFLOW PREVENTER (2")	LS	1	$3,025.00	$ 3,025.00	1	0	1	0.00	3,025.00	100.00%
CO1-02612-A	ASPHALT PAVEMENT	SY	1520	$25.00	$ 38,000.00	1550	0	1550	0.00	38,750.00	101.97%
	SUBTOTAL - INCREASE				**$ 88,843.50**				**0.00**	**89,397.50**	
	NET DECREASE CHANGE ORDER NO. 1				**$ (18,156.50)**						
	TOTAL BASE BID + CO-1				**$280,443.50**				**$15,622.55**	**$273,142.20**	**97.40%**

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APPLICATION FOR PAYMENT NUMBER...........8 (FINAL)

SHEPARD STATE PARK
LOG CABIN WELCOME CENTER
FOUNDATION & SITEWORK PROJECT
CITY OF GAUTIER, MISSISSIPPI

WORKSHEET
ATTACHMENT A
13-3399A-05

PAY ITEM NUMBER	DESCRIPTION OF PAY ITEM	UNIT	CONTRACT QUANTITY	CONTRACT UNIT COST	CONTRACT COST	QUANTITIES PREV	CURR	TOTAL	EARNED CURRENT	TO DATE	ITEM % COMP.
SUMMARY CHANGE ORDER:											
ADD THE FOLLOWING QUANTITIES TO CONTRACT:											
02227-A	UNCLASSIFIED EXCAVATION	CY(PM)	300	$6.00	$ 1,800.00						
02227-B	BORROW MATERIAL, SANDY CLAY	CY(PM)	300	$12.35	$ 3,705.00						
CO1-02612-A	ASPHALT PAVEMENT	SY	30	$25.00	$ 750.00						
		SUBTOTAL - INCREASE			**$ 6,255.00**						
DEDUCT THE FOLLOWING QUANTITIES FROM CONTRACT:											
02234-A	GRANULAR BASE COURSE, 6" THICK	SY	-50	$12.50	$ (625.00)						
02295-A	SILT FENCE	LF	-550	$5.00	$ (2,750.00)						
02295-B	STRAW WATTLES	LF	-150	$5.00	$ (750.00)						
02520-A	CONCRETE PAVEMENT	SY	-50	$56.00	$ (2,800.00)						
02522-A	CONCRETE SIDEWALK	SY	-95.55	$46.00	$ (4,395.30)						
02723-A	18" HDPE CULVERT	LF	-30	$21.00	$ (630.00)						
02931-B	EROSION CONTOL MAT	SY	-450	$2.50	$ (1,125.00)						
02931-C	SOLID SOD (CENTIPEDE)	SY	-100	$2.85	$ (285.00)						
CO1-02521-A	CONCRETE CURB	LF	-7	$28.00	$ (196.00)						
		SUBTOTAL - DECREASE			**$ (13,556.30)**						
	TOTAL SUMMARY CHANGE ORDER				**$ (7,301.30)**						
	TOTAL BASE BID + CO-1 + SUMMARY CHANGE ORDER				**$273,142.20**				**$15,622.55**	**$273,142.20**	**100.00%**

NO: 2 (SUMMARY)

PROJECT:	Shepard State Park Log Cabin Welcome Center Foundation and Sitework	DATE OF ISSUANCE: October 11, 2017	
OWNER:	CITY OF GAUTIER	OWNER'S PROJECT #:	
CONTRACTOR:	MORAN HAULING, INC. 17078 Magnolia Cove Drive Pass Christian, MS 39571	ENGINEER:	BROWN, MITCHELL & ALEXANDER, INC. 796 Vieux Marche, 2nd Floor Biloxi, MS 39530
CONTRACT FOR ENTIRE PROJECT		ENGINEER'S PROJECT #: 12-3399A-05	

You are directed to make the following changes in the Contract Documents:

This Summary Change Order has been prepared to refect actual quantities used to construct this project.

TOTAL CHANGE IN CONTRACT PRICE **(WORKSHEET ATTACHED)**	**($7,301.30)**

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price $298,600.00	Original Contract Time (CALENDAR DAYS) 45
Previous Change Orders ($18,156.50)	Net Change from Previous Change Orders (CALENDAR DAYS) 18
Contract Price Prior to This Change Order $280,443.50	Contract Time Prior to This Change Order (CALENDAR DAYS) 63
Decrease of This Change Order ($7,301.30)	Net Increase of This Change Order (CALENDAR DAYS) 159
Contract Price with All Approved Change Orders $273,142.20	Contract Time with All Approved Change Orders (CALENDAR DAYS) 222

RECOMMENDED:
BROWN, MITCHELL & ALEXANDER, INC.

BY: Benjamin Smith
BENJAMIN SMITH, P.E., VICE-PRESIDENT

APPROVED:
OWNER

BY: ____________________
CITY OF GAUTIER

APPROVED:
CONTRACTOR

BY: Nichole A. Saucier
MORAN HAULING, INC.

PROJECT:	Shepard State Park Log Cabin Welcome Center Foundation and Sitework	DATE OF ISSUANCE: October 11, 2017	
OWNER:	CITY OF GAUTIER	OWNER'S PROJECT #:	
CONTRACTOR:	MORAN HAULING, INC. 17078 Magnolia Cove Drive Pass Christian, MS 39571	ENGINEER:	BROWN, MITCHELL & ALEXANDER, INC. 796 Vieux Marche, 2nd Floor Biloxi, MS 39530
CONTRACT FOR ENTIRE PROJECT		ENGINEER'S PROJECT #: 12-3399A-05	

WORKSHEET

ITEM	DESCRIPTION	# OF UNITS	UNIT	UNIT COST	EXTENSION
ADD THE FOLLOWING QUANTITIES TO THE CONTRACT:					
02227-A	UNCLASSIFIED EXCAVATION	300	CY(PM)	$6.00	$1,800.00
02227-B	BORROW MATERIAL, SANDY CLAY	300	CY(PM)	$12.35	$3,705.00
CO1-02612-A	ASPHALT PAVEMENT	30	SY	$25.00	$750.00
	SUBTOTAL (ADDITIVE)				**$6,255.00**
DEDUCT THE FOLLOWING QUANTITIES FROM THE CONTRACT:					
02234-A	GRANULAR BASE COURSE, 6" THICK	-50	SY	$12.50	($625.00)
02295-A	SILT FENCE	-550	LF	$5.00	($2,750.00)
02295-B	STRAW WATTLES	-150	LF	$5.00	($750.00)
02520-A	CONCRETE PAVEMENT	-50	SY	$56.00	($2,800.00)
02522-A	CONCRETE SIDEWALK	-95.55	SY	$46.00	($4,395.30)
02723-A	18" HDPE CULVERT	-30	LF	$21.00	($630.00)
02931-B	EROSION CONTROL MAT	-450	SY	$2.50	($1,125.00)
02931-C	SOLID SOD (CENTIPEDE)	-100	SY	$2.85	($285.00)
CO1-02521-A	CONCRETE CURB	-7	LF	$28.00	($196.00)
	SUBTOTAL (DEDUCTIVE)				**($13,556.30)**

TOTAL - DECREASE IN CONTRACT PRICE	**($7,301.30)**

MORAN HAULING, INC.

17078 Magnolia Cove Dr., Pass Christian, MS, 39571, Office: (228) 206-1850

To: City Of Gautier
3330 US-90
Gautier, MS 39553

To whom it may concern,

Shepard State Park Log Cabin Welcome Center Foundation & Sitework Project has experienced delays from the start, some of which were outside the control of Moran Hauling, Inc.

The first delay experienced was receiving the construction permit. Moran Hauling applied for the construction permit on 12/21/16, which was not received until 1/9/17. Notice to Proceed was given on 01/02/2017. Total delay 7 days.

The second issue causing delay was that the log cabin still contained the previous owner's personal belongings, to include vehicles parked next to the cabin. This either slowed or stopped progress until the belongings were removed. Moran Hauling's subcontractor, Hays House Moving and Construction, was gracious to allow the previous owner 5 days to remove the contents/vehicles from the property. Total delay 5 days.

The third and most significant delay was caused by construction on the I-10 Interstate. When road construction projects are in progress, the Mississippi Department of Transportation and the contractor under contract (Mallette Brothers Construction) has ultimate control of the ingress and egress of the construction zone. The road contractor will not grant "Right of Entry" until deemed safe and convenient. Hays House Moving and Construction had the first section of the cabin prepped and ready to be transported on February 1, 2017. Hays was not granted "Right of Entry" until March 21, 2017 causing a 49 day delay. The act of Mallette Brothers not granting "Right of Entry" through the I-10 construction site caused a ripple effect for Hays. Hays was forced to stop production on the Shepard Park project and start work on other obligations/contracts, thus adding another 20 days on top of the delay in "Right of Entry". Total delay from I-10 construction 69 days.

It should be noted as well that there were unforeseen conditions at the Welcome Center site. The native soil was not suitable for the project. Thus it was removed and barrow fill was hauled in and compacted to provide a stable base for the log cabin and parking area. Total delay from unforeseen soil condition 5 days.

Weather played a large role in delaying the project as well. One must consider the constraints of transporting a log cabin without damaging it. Approximately 70 days were lost to rain and another 5-7 days due to high winds. Total days lost due to foul weather 75 days.

Please see subsequent pages for supporting information.

Moran Hauling is doing everything in its power to complete this project as quickly as possible without sacrificing the quality and is looking forward to the satisfactory completion of this project.

Sincerely,

Nicholas J Saucier

Moran Hauling, Inc.
Nicholas J. Saucier
Project Administrator
8/17/2017

Days delayed from late permit 7.

Days delayed from previous owners belonging 5.

Days lost due to I10 construction project 69.

Days delayed for unforeseen soil condition 5.

Weather Related

Jan. 6th-12th, 19th-21St,

Feb. 7th-10th, 16th, 18th-21st

March 7th, 8th, 12th, 30th

April 3rd, 23rd, 24th, 30th

May 1st-4th, 12th, 20th-25th, 28th-31st

June 3rd-7th, 12th-16th, 20th-26th, 29th, 30th

July 1st, 2nd, 8th, 9th, 22nd, 24th-28th

Days lost due to foul weather related 75.

Grand total of days lost 161.

HAYS HOUSE MOVING AND CONSTRUCTION
18520 HWY. 57
VANCLEAVE, MISSISSIPPI 39565
PHONE 228-990-5301
Or 238-3182

August 16, 2017

Re: Delay on cabin move
For Moran Hauling

Nick Saucier,

I hope that this information provided to you is sufficient for what you need. The house was first loaded on steel beams ready for transport on or about February 1, 2017. We were unable to transport any parts of the cabin due to lack of entry across Interstate 10 being granted by the contractor responsible for the widening of the interstate. Access was controlled by Mallette Bros. Construction as per their contract with the Mississippi Department of Transportation and entry access across 10 was limited only to the certain days on which we able to transport the three pieces.

If I can be of further assistance please do not hesitate to call me at 990-5301.

Sincerely,

Greg Hays

AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

Bond # 1001064765

PROJECT: *(Name and address)*
Shepard State Park Log Cabin Welcome Center Foundation & Sitework

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR: Sitework

CONTRACT DATED: September 2016

TO OWNER: *(Name and address)*
City of Gautier
3330 Hwy 90
Gautier, MS 39553

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
SURETY: ☐
OTHER: ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)
U.S. Specialty Insurance Company
13403 Northwest Freeway
Houston, TX 77040-6094

, SURETY,

on bond of
(Insert name and address of Contractor)
Moran Hauling, Inc.
9185 Cuevas Town Road
Picayune, MS 39466

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

City of Gautier
3330 Hwy 90
Gautier, MS 39553

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **October 13th, 2017**
(Insert in writing the month followed by the numeric date and year.)

U.S. Specialty Insurance Company
(Surety)

Kathleen B. Scarborough
(Signature of authorized representative)

Attest: Debbie Dunaway
(Seal):

Kathleen B. Scarborough, Attorney-in-Fact
(Printed name and title)

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jim E. Brashier, Troy P. Wagener, Loren Richard Howell, Jr., Dewey Brashier, Kathleen B. Scarborough, Susan Skrmetta, John W. Nance

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** ******Unlimited****** **Dollars ($ ***unlimited***).** This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals

By: ______________________
Daniel P. Aguilar, Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles SS:

On this 1st day of November, 2016, before me, Sabina Morgenstein, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature ______________________ (Seal)

SABINA MORGENSTEIN
Commission # 2129258
Notary Public - California
Los Angeles County
My Comm. Expires Nov 3, 2019

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 13th day of October, 2017

Corporate Seals

____
Kio Lo, Assistant Secretary

Bond No. 1001064765
Agency No. 17033

CONTRACTOR'S AFFIDAVIT
OF
RELEASE OF LIENS

TO: City of Gautier
3330 US-90, Gautier, MS 39553

PROJECT: Shepard State Park Log Cabin Welcome Center Foundation and Sitework

CONTRACT DATED: 9/20/2016

CONTRACT AMOUNT: $273,142.20
(Includes Change Orders)

STATE OF: Mississippi

COUNTY: Jackson

The undersigned hereby certifies that, to the best of the undersigned's knowledge, information and belief, except as listed below, the Release or Waivers attached hereto include the Contractor, all sub-contractors, all suppliers of materials and equipment, and all performers of work, labor or services who may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: No Exceptions

CONTRACTOR: Moran Hauling, Inc.
17078 Magnolia Cove Drive Pass Christian, MS 39501

SIGNED BY: Donald W. Moran III / Vice President

Subscribed and sworn to before me on this date: 10/13/17

Notary Public: Nicholas J Saucier

Commission Expires: 8/25/20

STATE OF MISSISSIPPI
NICHOLAS J SAUCIER
NOTARY PUBLIC
ID No. 117564
Commission Expires
August 25, 2020
HARRISON COUNTY

T:\FORMS\Contractor affidavit of release of liens (SAMPLE)

CONTRACTOR'S AFFIDAVIT
OF
PAYMENT OF DEBTS AND CLAIMS

TO: City of Gautier
3330 US-90 Gautier, MS 39553

PROJECT: Shepard State Park Log Cabin Welcome Center Foundation and Sitework

CONTRACT DATED: 9/20/2016

CONTRACT AMOUNT: $273,142.20
(Includes Change Orders)

STATE OF: Mississippi

COUNTY: Jackson

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS: No Exceptions

CONTRACTOR: Moran Hauling, Inc.
17078 Magnolia Cove Drive Pass Christian, MS 3971

SIGNED BY: Donald W Moran III / Vice President

Subscribed and sworn to before me on this date: 10/13/17

Notary Public: Nicholas J Saucier

Commission Expires: 8/25/20

STATE OF MISSISSIPPI
NICHOLAS J SAUCIER
NOTARY PUBLIC
ID No. 117564
Commission Expires
August 25, 2020
HARRISON COUNTY

T:\Forms\Contractors Affidavit of Payment of Debts and Claims

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/18/2017

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
BancorpSouth Insurance Services, Inc.
The Insurance Center
213 Porter
Biloxi MS 39530

CONTACT NAME: Shannon Ryan
PHONE (A/C, No, Ext): 228-374-2000 | FAX (A/C, No): 228-863-1957
E-MAIL ADDRESS: shannon.ryan@bxsi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : AIG Property Casualty Company	19402
INSURER B : Union Insurance Company	25844
INSURER C : RSUI Indemnity Company	22314
INSURER D :	
INSURER E :	
INSURER F :	

INSURED MORAHAU-01
Moran Hauling, Inc.
17078 Magnolia Cove Dr
Pass Christian MS 39571

COVERAGES **CERTIFICATE NUMBER:** 1728413695 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY			CNA4381790	8/1/2017	8/1/2018	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			CNA4381790	8/1/2017	8/1/2018	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			NHA080181	8/1/2017	8/1/2018	EACH OCCURRENCE	$1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC007441540	11/1/2016	11/1/2017	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

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

RE: Shepard State Park Log Cabin Welcome Center Foundation & Sitework

CERTIFICATE HOLDER

City of Gautier
3330 Hwy 90
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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/18/2017

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PRODUCER
BancorpSouth Insurance Services, Inc.
The Insurance Center
213 Porter
Biloxi MS 39530

CONTACT NAME: Shannon Ryan
PHONE (A/C, No, Ext): 228-374-2000
FAX (A/C, No): 228-863-1957
E-MAIL ADDRESS: shannon.ryan@bxsi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State National Insurance Co.	12831
INSURER B : Starstone National Insurance Company	25496
INSURER C : AIG Property Casualty Company	19402
INSURER D :	
INSURER E :	
INSURER F :	

INSURED MORAHAU-01
Moran Hauling, Inc.
17078 Magnolia Cove Dr
Pass Christian MS 39571

COVERAGES **CERTIFICATE NUMBER:** 607506304 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			XNDP-00359-03	8/1/2016	8/1/2017	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE; X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY; X PRO-JECT; LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			XNDA-00359-03	8/1/2016	8/1/2017	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY; SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY; X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB; X OCCUR			30945D162ALI	8/1/2016	8/1/2017	EACH OCCURRENCE	$1,000,000
	EXCESS LIAB; CLAIMS-MADE						AGGREGATE	$
	DED; RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			WC007441540	11/1/2016	11/1/2017	X PER STATUTE; OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
							Per Item/Total Limit Ded under/over 50k	

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

RE: Shepard State Park Log Cabin Welcome Center Foundation & Sitework

CERTIFICATE HOLDER

City of Gautier
3330 Hwy 90
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

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

ORDER NUMBER 221-2017

WHEREAS, Hurricane Nate made landfall on the Mississippi Gulf Coast on October 7-8, 2017, causing widespread debris throughout Jackson County, Mississippi, and Gautier, Mississippi.

WHEREAS, Jackson County will provide labor and equipment to remove and transport debris from within the City's boundaries and submit an invoice to the City at the end of the operation for actual costs. The City will remit payment within 0 days and be responsible for all debris monitoring and costs, landfill tipping fees and debris removal costs. The City will submit documentation for reimbursement of costs for debris removal to the state and/or Federal Emergency Management Agency.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Memorandum of Agreement with Jackson County, Mississippi, for removal of Hurricane Nate Debris is hereby approved.

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

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

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

NAYS: **None**

____
MAYOR

ATTEST:

____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 7, 2017.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 10/31/2017
Subject: Memorandum of Agreement with Jackson County, MS, regarding Hurricane Nate Debris Removal.

REQUEST:

The Grants and Projects Department requests City Council approval to enter into a memorandum of agreement with Jackson County, Mississippi, for removal of Hurricane Nate debris.

BACKGROUND:

Hurricane Nate made landfall on the Mississippi Gulf Coast over the weekend of October 7-8, 2017, causing widespread debris throughout Jackson County and Gautier.

DISCUSSION:

The County will provide labor and equipment to remove and transport debris from within the City's boundaries and submit an invoice to the City at the end of the operation for actual costs. The City will remit payment within 60 days and be responsible for all debris monitoring and costs, landfill tipping fees and debris removal costs. The City will submit documentation for reimbursement of costs for debris removal to the state and/or Federal Emergency Management Agency.

RECOMMENDATION:

The Grants and Projects Department recommends that the City Council approve entering into a memorandum of agreement with Jackson County, Mississippi, for removal of Hurricane Nate debris.

City Council may:
1) Approve entering into a memorandum of agreement with Jackson County, Mississippi, as presented; or
2) Not approve entering into a memorandum of agreement with Jackson County, Mississippi, as presented.

ATTACHMENTS:

1. Proposed Agreement

**MEMORANDUM OF AGREEMENT
BETWEEN JACKSON COUNTY, MISSISSIPPI AND
THE CITY OF GAUTIER, MISSISSIPPI FOR REMOVAL
OF DEBRIS CAUSED BY HURRICANE NATE**

WHEREAS, Hurricane Nate made landfall on the Mississippi Gulf Coast over the weekend of October 7 and 8, 2017, which caused widespread debris throughout Jackson County, Mississippi and the cities within the County; and

WHEREAS, picking up debris from Hurricane Nate is in the best interest of the citizens and taxpayers of Jackson County; and

WHEREAS, the Board of Supervisors of Jackson County, Mississippi ("County") and the City of Gautier, Mississippi ("City") desire to enter into a Memorandum of Agreement regarding the removal of debris from within the City's boundaries as permitted pursuant to House Bill 35 (Legislative Session 2002) and Miss. Code Ann. § 65-7-85, where applicable, subject to the following terms and conditions:

1. The County will provide labor and equipment to remove and transport debris from within the City's boundaries to the designated landfill; and

2. The County will submit an invoice to the City at the end of the operation for actual costs associated with labor and equipment usage in the conduct of the debris removal; and

3. The City agrees to remit payment to the County for all County-invoiced costs, within sixty (60) days of the City's receipt of invoice; and

4. The City shall be responsible for all debris monitoring and costs, landfill tipping fees and costs for debris removal conducted with City assets; and

5. The City shall be responsible for submitting all required documentation for reimbursement of costs for debris removal to the State of Mississippi and/or Federal Emergency Management Agency for all debris removed from within the City's boundaries; and

6. The County shall commence operations within the City on October 23, 2017.

This document constitutes the entire agreement between the parties hereto and cannot be amended or modified in any respect except by an amendment in writing by both parties.

SO AGREED, on the respective dates provided below.

JACKSON COUNTY, MISSISSIPPI	CITY (
BY: ____________________	BY: Phil Torjusen
J. Troy Ross, President Jackson County Board of Supervisors	Phil Torjusen, Mayor City of Gautier, Mississippi
Date: ____________________	Date: 11/9/17

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

ORDER NUMBER 221-2017

WHEREAS, Hurricane Nate made landfall on the Mississippi Gulf Coast on October 7-8, 2017, causing widespread debris throughout Jackson County, Mississippi, and Gautier, Mississippi.

WHEREAS, Jackson County will provide labor and equipment to remove and transport debris from within the City's boundaries and submit an invoice to the City at the end of the operation for actual costs. The City will remit payment within 0 days and be responsible for all debris monitoring and costs, landfill tipping fees and debris removal costs. The City will submit documentation for reimbursement of costs for debris removal to the state and/or Federal Emergency Management Agency.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Memorandum of Agreement with Jackson County, Mississippi, for removal of Hurricane Nate Debris is hereby approved.

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

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

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

NAYS: **None**

Phil Torjusen

Phil Torjusen, Mayor

ATTEST:

Cynthia R

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 7, 2017.

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

ORDER NUMBER 222-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Docket of Claims is hereby approved, provided that all entries thereon are true, correct, properly entered and not fraudulent.

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

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

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

NAYS: **None**

____
MAYOR

ATTEST:

____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 7, 2017.

Docket of Claims

Release date from 11/07/2017 thru 11/07/2017

Fund	Name of Claimant / Account Number	Trans # / Description	Release Date	Claim Date / Invoice #	Claim Number / Date	Check Number / P.O.	Claim Amount	Approved/Disapproved / Amount
001	AT&T	180106	11/07/2017	10/12/2017			61.28	
	001-100-699	NCIC EQUIPMENT CHARGES		GC55261	10/01/2017			61.28
001	CABLE ONE INC	180107	11/07/2017	10/12/2017			79.95	
	001-100-699	OCT 2017 SUB STN: #107718827		10012017	10/08/2017			79.95
001	CABLE ONE INC	180108	11/07/2017	10/12/2017			204.06	
	001-100-699	OCT 2017: #107718371		10012017	10/08/2017			204.06
001	CABLE ONE INC	180109	11/07/2017	10/12/2017			56.20	
	001-100-699	OCT CABLE BOX PD: #118476316		10012017	10/08/2017			56.20
001	AT&T	180133	11/07/2017	10/23/2017			153.20	
	001-092-605	MONTHLY SERVICE		2284972172	10/14/2017			153.20
001	AT&T	180134	11/07/2017	10/23/2017			86.42	
	001-092-605	MONTHLY SERVICE		2284977070	10/14/2017			86.42
001	AT&T	180135	11/07/2017	10/23/2017			3,435.05	
	001-092-605	MONTHLY SERVICE		2284978000	10/14/2017			3,435.05
001	AT&T	180136	11/07/2017	10/23/2017			31.10	
	001-100-699	NCIC TELECOM SERVS		2284970262	10/14/2017			31.10
001	C SPIRE WIRELESS	180141	11/07/2017	10/23/2017			555.38	
	001-100-605	POLICE CELLS		0032680896	09/12/2017			555.38
001	DELTA COMPUTER SYSTEMS INC	180142	11/07/2017	10/24/2017			455.00	
	001-092-698	ACCTG SOFTWARE MAINT		MN125773	10/15/2017			315.00
	001-092-698	VOTER REG SOFTWARE MAINT		MN125773	10/15/2017			20.00
	001-092-698	PRIV LICENSE SOFTWARE MAINT		MN125774	10/15/2017			120.00
001	DEREK C MCCOY	180143	11/07/2017	10/24/2017			123.00	
	001-161-681	PER DIEM: EXP COURT TESTIMONY		11142017	10/24/2017			123.00
001	PHIL TORJUSEN	180144	11/07/2017	10/24/2017			67.85	
	001-001-681	PER DIEM REIMB: DC TRIP		09272017	10/02/2017			67.85

Docket of Claims
Release date from 11/07/2017 thru 11/07/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	GLOBALSTAR	180145	11/07/2017	10/24/2017			66.76	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-605	MONTHLY SERVICE	0008816131	10/16/2017		66.76

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	HUB INTERNATIONAL GULF SOUTH	180146	11/07/2017	10/24/2017			230,817.14	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-625	PUBLIC OFFICIAL RENEWAL	818910	10/20/2017		3,892.00
001-092-625	LAW ENFORCEMENT RENEWAL	818913	10/20/2017		48,131.00
001-092-625	EMP PRACTICES LIAB RENEWAL	818916	10/20/2017		7,327.00
001-092-625	COMMERCIAL AUTO RENEWAL	818923	10/20/2017		55,167.00
001-092-625	GEN LIABILITY-CRIME RENEWAL	818955	10/20/2017		40,888.00
001-092-625	MARINE-BOAT COVERAGE	825961	10/20/2017		2,903.00
001-092-625	COMMERICAL PROPERTY	838621	10/20/2017		50,509.14
001-092-625	AGENCY FEE	838732	10/20/2017		22,000.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DIRECTV LLC	180147	11/07/2017	10/24/2017			143.86	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-698	WEST STN: 022727663 (NOV)	10132017	10/14/2017		143.86

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FOSTERS A/C & HEATING INC	180148	11/07/2017	10/24/2017			160.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-635	SERVICE CALL: NO ISSUES	0000166815	10/08/2017		160.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN OF MS	180149	11/07/2017	10/24/2017			2,376.16	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-525	UNL FUEL	NP51608991	10/16/2017		23.17
001-100-525	UNL FUEL	NP51608991	10/16/2017		1,788.42
001-161-525	UNL & DSL FUEL	NP51608991	10/16/2017		349.77
001-170-525	UNL & DSL FUEL	NP51608991	10/16/2017		120.70
001-205-525	UNL & DSL FUEL	NP51608991	10/16/2017		94.10

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN OF MS	180150	11/07/2017	10/24/2017			2,792.88	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-525	UNL FUEL	NP51645828	10/23/2017		28.45
001-100-525	UNL FUEL	NP51645828	10/23/2017		2,091.16
001-161-525	UNL & DSL FUEL	NP51645828	10/23/2017		465.23
001-170-525	UNL & DSL FUEL	NP51645828	10/23/2017		160.91
001-205-525	UNL & DSL FUEL	NP51645828	10/23/2017		47.13

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MSC 7511	180152	11/07/2017	10/24/2017			3,185.85	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-698	FFO200-01 RENTAL FEE	INV2112543	10/06/2017		470.88
001-092-698	MPC8003SP USAGE: B/W	INV2112543	10/06/2017		242.10
001-092-698	MPC8003SP USAGE: COLOR	INV2112543	10/06/2017		2,229.46
001-090-698	C4502 USAGE: B/W	INV2112543	10/06/2017		123.95
001-090-698	C4502 USAGE: COLOR	INV2112543	10/06/2017		119.46

Docket of Claims
Release date from 11/07/2017 thru 11/07/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	POWELL CONSTRUCTION SERVICES INC	180153	11/07/2017	10/24/2017			2,101.50	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-698	H NATE DAMAGE: SIGNAL REPAIRS	1116	10/11/2017		2,101.50

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	EDWARD O MILLER	180154	11/07/2017	10/24/2017			850.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-021-513	MS MASTERPIECES WINNER: SONG	10172017	10/17/2017		850.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ANNIE HOLLINGSWORTH	180155	11/07/2017	10/24/2017			500.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-021-513	MS MASTERPIECES WINNER:YTH ART	10172017	10/17/2017		500.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ROBERT E AMONETT JR	180156	11/07/2017	10/24/2017			1,250.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-021-513	MS MASTERPIECES WINNER: ART	10172017	10/17/2017		1,250.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SHERRY FARABEE	180162	11/07/2017	10/24/2017			37.45	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-040-681	MILEAGE REIMB: MAGPPA CONF	10182017	10/23/2017		37.45

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BASICGOV SYSTEMS INC	180175	11/07/2017	10/25/2017			357.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-698	FINAL: SEP-NOV 2017	11831	10/01/2017		357.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	180176	11/07/2017	10/25/2017			836.38	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-631	BROWN FD 95237002	10162017	10/23/2017		373.45
001-161-631	MARTIN BLUFF FD 58380001	10162017	10/23/2017		216.27
001-201-629	SIGNAL LIGHTS 17546	10162017	10/23/2017		32.87
001-092-631	CITY LIMIT SIGN 17546	10162017	10/23/2017		28.54
001-100-631	MBLUFF SUB STN 58521002	10162017	10/23/2017		185.25

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	180204	11/07/2017	10/27/2017			8,449.30	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-633	STREET LIGHTING 10554	10182017	10/25/2017		5,079.16
001-201-629	SIGNAL LIGHTS 10554	10182017	10/25/2017		930.54
001-092-631	CITY HALL 10554	10182017	10/25/2017		949.46
001-170-631	FRAZIER PARK 10554	10182017	10/25/2017		50.65
001-170-631	SENIOR BLDG 10554	10182017	10/25/2017		566.24
001-161-631	CENTRAL FD 10554	10182017	10/25/2017		417.10
001-170-631	CITY PARK 10554	10182017	10/25/2017		104.18
001-092-631	PUBLIC WORKS 10554	10182017	10/25/2017		322.93
001-092-631	HWY 90 SIGN 10554	10182017	10/25/2017		29.04

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	180205	11/07/2017	10/27/2017			2,307.59	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-631	POLICE STATION 66298004	10182017	10/25/2017		1,557.57
001-201-629	SIGNAL LIGHT 89113001	10182017	10/25/2017		55.99
001-170-631	CITY PARK RESTRMS 89912001	10182017	10/25/2017		244.35
001-201-633	STREET LIGHTS 90345002	10182017	10/25/2017		214.52

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	180205	11/07/2017	10/27/2017			2,307.59	(CONTINUED)
001	SINGING RIVER ELECTRIC COOPERATIVE	180206	11/07/2017	10/27/2017			1,201.54	
001	SINGING RIVER ELECTRIC COOPERATIVE	180210	11/07/2017	10/31/2017			1,513.65	
001	FUELMAN OF MS	180211	11/07/2017	10/31/2017			2,991.73	
001	MS EMERGENCY MANAGEMENT AGENCY	180212	11/07/2017	10/31/2017			297.00	
001	PASCAGOULA UTILITIES	180233	11/07/2017	11/01/2017			77.26	
001	CAN'T MISS EMBROIDERY	180234	11/07/2017	11/01/2017			105.05	
001	REYNOLDS WHOLESALE CO	180235	11/07/2017	11/01/2017			1,031.00	

001 SINGING RIVER ELECTRIC COOPERATIVE — 180205 (CONTINUED)

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-631	RECORDS BLDG 90790001	10182017	10/25/2017		192.01
001-170-631	FRAZIER RESTRMS 98546001	10182017	10/25/2017		43.15

001 SINGING RIVER ELECTRIC COOPERATIVE — 180206

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-633	DOLPHIN ST 94987002	10182017	10/25/2017		118.32
001-201-633	DOLPHIN ST 94988002	10182017	10/25/2017		135.40
001-201-633	DOLPHIN ST 94989002	10182017	10/25/2017		147.95
001-201-633	DOLPHIN ST 94990002	10182017	10/25/2017		505.75
001-201-633	WM PAYNE 100244001	10182017	10/25/2017		127.01
001-201-633	WM PAYNE 100245001	10182017	10/25/2017		167.11

001 SINGING RIVER ELECTRIC COOPERATIVE — 180210

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-631	SOUTH FD 76008001	10192017	10/26/2017		226.43
001-170-631	BACOT PARK 10137	10192017	10/26/2017		1,113.08
001-201-629	SIGNAL LIGHTS 10138	10192017	10/26/2017		115.64
001-170-631	BACOT SPLASHPAD 103751001	10192017	10/26/2017		58.50

001 FUELMAN OF MS — 180211

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-525	UNL FUEL	NP51683659	10/30/2017		45.77
001-092-525	UNL FUEL	NP51683659	10/30/2017		65.74
001-100-525	DSL FUEL: GENERATOR	NP51683659	10/30/2017		74.81
001-100-525	UNL FUEL	NP51683659	10/30/2017		1,984.61
001-161-525	UNL & DSL FUEL	NP51683659	10/30/2017		648.03
001-170-525	UNL FUEL	NP51683659	10/30/2017		96.07
001-205-525	UNL FUEL	NP51683659	10/30/2017		76.70

001 MS EMERGENCY MANAGEMENT AGENCY — 180212

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-698	REG 9 HAZARD MITIGATION PLAN	10232017	10/23/2017		297.00

001 PASCAGOULA UTILITIES — 180233

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-630	CENTRAL FIRE STN	1911418	10/30/2017		51.17
001-161-630	SOUTH FIRE STN	1911604	10/30/2017		26.09

001 CAN'T MISS EMBROIDERY — 180234

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-535	EMBROIDERY SHIRT (5): BILBO	19643	10/13/2017	180054	42.50
001-090-559	CITY LOGO SHIRT (9): ANKERSON	19651	10/19/2017	180053	62.55

001 REYNOLDS WHOLESALE CO — 180235

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-510	CS HS TISSUE (4)	56867	10/24/2017	180086	154.00
001-092-510	CS VB PAPER TOWEL (5)	56867	10/24/2017	180086	129.50
001-092-510	CS BROWN MF TOWEL (10)	56867	10/24/2017	180086	199.50
001-092-510	CS 1GAL NABC CLEANER	56867	10/24/2017	180086	46.00
001-092-510	CS 6/78CT CLOROX WIPES (2)	56867	10/24/2017	180086	59.40
001-092-510	CS 3/144OZ PINE SOL	56867	10/24/2017	180086	32.25

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	REYNOLDS WHOLESALE CO	180235	11/07/2017	11/01/2017			1,031.00	(CONTINUED)

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-510	CS 10/100CT PF LATEX GLOVE	56867	10/24/2017	180086	59.50
001-092-510	CS 120CT 38X58 CAN LINER	56867	10/24/2017	180086	27.95
001-092-510	CS 200CT 30X36 CAN LINER (2)	56867	10/24/2017	180086	37.90
001-092-510	CS 500CT 24X33 CAN LINER (2)	56867	10/24/2017	180086	45.90
001-092-510	CS 12CT/19OZ LYSOL SPRAY (2)	56867	10/24/2017	180086	136.56
001-092-510	CS 6/1GAL VB BLEACH	56867	10/24/2017	180086	10.95
001-092-510	CS 4/1GAL VB PEARLIZED SOAP	56867	10/24/2017	180086	43.80
001-092-510	1GAL WINDEX (3)	56867	10/24/2017	180086	38.85
001-092-510	SPRAY NOZZLE/W BOTTLE (6)	56867	10/24/2017	180086	8.94

001 ACTION PRINTING CENTER INC 180236 11/07/2017 11/01/2017 441.56 ______________

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-500	BUSINESS CARD (250): BILBO	92876	10/26/2017	180058	50.00
001-040-500	SECURITY WINDOW ENV (5000)	93005	10/26/2017	180081	391.56

001 INTERNATIONAL PERSONNEL MANAGEMENT ASSOC 180237 11/07/2017 11/01/2017 419.90 ______________

Account Number	Description	Invoice #	Date	P.O.	Amount
001-022-660	PO-EL 101 POLICE OFCR TEST (8)	1886K6K7Z9	10/16/2017	180071	114.00
001-022-660	PSUP 401 POLICE SUPER TEST (8)	1886K6K7Z9	10/16/2017	180071	121.60
001-022-660	ADMIN FEE	1886K6K7Z9	10/16/2017	180071	92.15
001-022-660	ADMIN FEE	1886K6K7Z9	10/16/2017	180071	92.15

001 MS FIRE ACADEMY 180239 11/07/2017 11/01/2017 628.75 ______________

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-681	FF 1001-I-II: KOZLOWSKI, B	25811	10/12/2017	170912	500.00
001-161-681	NFPA FIRE SAFETY OFCR:FINN, K	25819	10/12/2017	171137	128.75

001 FASTENAL COMPANY 180240 11/07/2017 11/01/2017 992.25 ______________

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-576	50LB BAG ASPHALT PATCH (63)	MSPAS70770	10/16/2017	180049	992.25

001 PASCAGOULA TIRE & SERVICE INC 180241 11/07/2017 11/01/2017 1,037.76 ______________

Account Number	Description	Invoice #	Date	P.O.	Amount
001-205-638	SET NEXEN OWL:GRANT & PROJ GMC	77351	10/25/2017	180092	518.88
001-170-638	SET FS DESTINATION: REC TRUCK	77351	10/25/2017	180092	518.88

001 SOUTHERN WATERWORKS SUPPLY INC 180242 11/07/2017 11/01/2017 1,012.41 ______________

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-576	50# BAG PERMA PATCH (63)	72391	11/01/2017	180103	1,012.41

001 STAPLES BUSINESS ADVANTAGE DEPT ATL 180244 11/07/2017 11/01/2017 3,145.00 ______________

Account Number	Description	Invoice #	Date	P.O.	Amount
001-040-500	36PK AAA BATTERY	3355415192	10/07/2017	180032	19.29
001-040-500	HP OFFICEJET PRINTER 8710	3355415192	10/07/2017	180032	117.99
001-040-500	100/BX LEGAL FILE FOLDER (3)	3355415192	10/07/2017	180032	131.67
001-040-500	CS 8.5X11 COPY PAPER (10)	3355415192	10/07/2017	180032	308.70
001-040-500	2018 APPT BOOK/PLANNER (3)	3355415192	10/07/2017	180032	86.49
001-040-500	CARBONLESS RECEIPT BOOK (4)	3355415192	10/07/2017	180032	23.96
001-040-500	4PK HP 950XL HYBLK/C/M/Y	3355415192	10/07/2017	180032	96.99
001-040-500	CERTIFICATE HOLDER (3)	3355415192	10/07/2017	180032	20.97
001-040-500	20PK POST-IT FLAGS ASST (2)	3355415192	10/07/2017	180032	17.74

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	180244	11/07/2017	11/01/2017			3,145.00	(CONTINUED)

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-500	CS 8.5X11 COPY PAPER (2)	3355185067	10/05/2017	180029	61.74
001-090-500	5PK 4X6 POST-IT NOTE ASST (2)	3355185067	10/05/2017	180029	26.88
001-090-500	HP 305A CYAN TONER	3355185067	10/05/2017	180029	95.20
001-090-500	HP 305A MAGENTA TONER	3355185067	10/05/2017	180029	101.16
001-090-500	HP 305A BLACK TONER (2)	3355185067	10/05/2017	180029	141.98
001-090-500	144CT MINI BINDER CLIP (2)	3355185067	10/05/2017	180029	2.84
001-090-500	DZ BIC ATLANTIC RETRACT PEN	3355185067	10/05/2017	180029	7.66
001-090-500	24PK 5X2 POST-IT NOTES YEL	3355185067	10/05/2017	180029	11.21
001-010-500	12PK VISION ELITE BLK PEN (2)	3355415194	10/07/2017	180038	46.20
001-010-500	2PK HP 05A BLACK TONER	3355415194	10/07/2017	180038	137.45
001-010-500	CS 8.5X11 COPY PAPER (10)	3355415194	10/07/2017	180038	308.70
001-010-500	2PK HP 64X BLK TONER	3355415194	10/07/2017	180038	478.32
001-010-500	CANNON CALCULATOR (MP11DX)	3355415196	10/07/2017	180031	37.99
001-010-500	2PK BLACK/RED CAL RIBBON	3355415196	10/07/2017	180031	6.99
001-040-500	2018 9X11 MONTHLY PLANNER	3355869060	10/13/2017	180065	10.29
001-040-500	100/BX LEGAL FILE FOLDER	3355869060	10/13/2017	180065	43.89
001-040-500	4PK HP 952XL/952 HYBLK/STDCLR	3355869060	10/13/2017	180065	100.99
001-040-500	4PK HP 950XL HYBLK/951 CMY	3355869060	10/13/2017	180065	96.99
001-040-500	2018 MTH DESK PAD (2)	3355869060	10/13/2017	180065	8.60
001-040-500	2018 QN DAILY CALENDAR (2)	3355869060	10/13/2017	180065	18.98
001-040-500	2018 MTH DESK PAD CALENDAR	3355869060	10/13/2017	180065	3.22
001-040-500	2018 MTH DESK PAD FLORAL (2)	3355869060	10/13/2017	180065	9.74
001-040-500	PLAIN DESK PAD	3355869060	10/13/2017	180065	15.70
001-040-500	2018 MTH WALL CALENDAR	3355869060	10/13/2017	180065	13.59
001-100-500	2/PK CALCULATOR INKROLL	3355662351	10/10/2017	180046	16.29
001-100-500	4/PK EPSON CART 126/127 (4)	3355718397	10/11/2017	180046	295.96
001-100-500	100 SHEET MICRO CUT SHREDDER	3355718397	10/11/2017	180046	119.95
001-010-500	EXPAND FILE POCKET LETTER (2)	3356683185	10/21/2017	180080	18.30
001-010-500	2018 YR WALL CALENDAR (2)	3356683185	10/21/2017	180080	15.92
001-021-500	2018 WEEKLY APPT BOOK 8X11	3356683183	10/21/2017	180079	13.79
001-040-500	2018 WEEKLY APPT BOOK 8X11	3356683183	10/21/2017	180079	13.79
001-021-500	2018 WEEKLY PLANNER	3356683183	10/21/2017	180079	16.41
001-040-500	DESK CALENDAR BASE	3356683183	10/21/2017	180079	14.99
001-040-500	2018 DESK CALENDAR REFILL	3356683183	10/21/2017	180079	9.49

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Amount	Approved/Disapproved
001	THE FIRE STORE	180245	11/07/2017	11/01/2017	145.16	____________

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-535	HELMET FACESHIELD (2)	1811387	10/26/2017	180062	103.18
001-161-535	FACESHIELD HARDWARE KIT	1811387	10/26/2017	180062	28.99
001-161-535	SHIPPING	1811387	10/26/2017	180062	12.99

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Amount	Approved/Disapproved
001	TURF MASTERS LAWN CARE INC	180246	11/07/2017	11/01/2017	218.66	____________

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-559	BALES OF HAY (8)	21105	10/18/2017	171240	36.00
001-170-559	FAIRYTALE PUMPKINS (2)	21105	10/18/2017	171240	18.00
001-170-559	CINDERELLA PUMPKINS (2)	21105	10/18/2017	171240	18.00
001-170-559	WHITE PUMPKINS (4)	21105	10/18/2017	171240	14.00
001-170-559	MEDIUM PUMPKINS (4)	21105	10/18/2017	171240	24.00
001-170-559	3 GAL MUMS (4)	21105	10/18/2017	171240	47.96
001-170-559	1 GAL MUMS (8)	21105	10/18/2017	171240	26.00
001-170-559	MARIGOLDS (6)	21105	10/18/2017	171240	14.70

Docket of Claims
Release date from 11/07/2017 thru 11/07/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	TURF MASTERS LAWN CARE INC	180246	11/07/2017	11/01/2017			218.66	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-559	COPPER MILLETS (4)		21105	10/18/2017	171240		15.00
	001-170-559	GOURDS (10)		21105	10/18/2017	171240		5.00
001	SPORTABOUT	180247	11/07/2017	11/01/2017			24.00	______________
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-513	CAR SHOW TROPY: CRUISIN EVENT		5376	10/12/2017	180047		24.00
001	MS LAW RESEARCH INSTITUTE	180248	11/07/2017	11/01/2017			80.00	______________
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-559	MODEL FORM AFFIDAVIT BOOK (2)		4140	10/09/2017	180039		80.00
001	OCEAN SPRINGS SIGN AND GRAPHICS LLC	180251	11/07/2017	11/01/2017			1,367.00	______________
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-513	8X10 TELESCOPIC BANNER (2)		1205	10/17/2017	180056		379.00
	001-021-513	ECONOMY BANNER STAND 33X81		1205	10/17/2017	180056		356.00
	001-021-513	EVENT PROMOTION BANNER 3X6		1183	10/17/2017	171228		72.00
	001-021-513	WELCOME CRUISERS BANNER 3X6		1183	10/17/2017	171228		144.00
	001-021-513	WELCOME CRUISERS BANNER 4X8		1183	10/17/2017	171228		256.00
	001-021-513	4X10 SPONSORSHIP BANNER		1184	10/17/2017	171232		160.00
001	ECONOMY BOOTS SALES & SERVICE	180254	11/07/2017	11/01/2017			400.00	______________
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-535	DUTY BOOTS: BOURQUE, PARKER		41413	10/27/2017	180078		100.00
	001-161-535	DUTY BOOTS: GOFF, IAN		41414	10/27/2017	180078		100.00
	001-161-535	DUTY BOOTS: HANCOCK, MICAH		41395	10/23/2017	180078		100.00
	001-161-535	DUTY BOOTS: PUZZ, GLENN		41412	10/27/2017	180078		100.00
001	AUDIOWAVE INC	180256	11/07/2017	11/01/2017			46.00	______________
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	DETAIL PATHFINDER		A48346	10/30/2017	180117		46.00
001	NFPA	180257	11/07/2017	11/01/2017			109.45	______________
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	921 BOOK FIRE & EXPLOSION		7099479Y	10/14/2017	180061		99.50
	001-161-681	SHIPPING		7099479Y	10/14/2017	180061		9.95
001	MS DEPT OF FINANCE & ADMIN	180261	11/07/2017	11/02/2017			22,227.25	______________
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	OCT 2017 COURT ASSESSMENTS		10312017	11/01/2017			22,227.25
001	MS DEPT OF PUBLIC SAFETY	180262	11/07/2017	11/02/2017			1,428.00	______________
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	OCT 2017 SPECIAL ASSESSMENTS		10312017	11/01/2017			1,428.00
001	MS DEPT OF PUBLIC SAFETY	180263	11/07/2017	11/02/2017			150.00	______________
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	OCT 2017 INTERLOCK FEES		10312017	11/01/2017			150.00

FUND TOTAL 1 Claims to Checks 53 Total 302,630.74 Manual Held Total 302,630.74

Docket of Claims

Release date from 11/07/2017 thru 11/07/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
050	M&D CONSTRUCTION COMPANY INC	180213	11/07/2017	10/31/2017			55,761.99	________________

Account Number	Description	Invoice #	Date	P.O.	Amount
050-300-778	CONSTRUCTION 73%	M&D-1812	10/20/2017		55,761.99

FUND TOTAL 50 Claims to Checks 1 Total 55,761.99 Manual Held Total 55,761.99

Docket of Claims

Release date from 11/07/2017 thru 11/07/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
157	MID SOUTH UNIFORM & SUPPLY INC	180238	11/07/2017	11/01/2017			46.25	________

Account Number	Description	Invoice #	Date	P.O.	Amount
157-100-799	SS ARMORSKIN BASE SHIRT	568257	10/17/2017	170901	46.25

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
157	ECONOMY BOOTS SALES & SERVICE	180255	11/07/2017	11/01/2017			300.00	________

Account Number	Description	Invoice #	Date	P.O.	Amount
157-100-799	SZ DUTY BOOT: FORREST, D	42491	08/15/2017	171115	100.00
157-100-799	SZ DUTY BOOT: JACKSON, JA'	42498	08/16/2017	171115	100.00
157-100-799	SZ DUTY BOOT: WEAVER, A	42520	08/19/2017	171115	100.00

FUND TOTAL 157 Claims to Checks 2 Total 346.25 Manual Held Total 346.25

Docket of Claims
Release date from 11/07/2017 thru 11/07/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
171	SEYMOUR ENGINEERING PLLC	180157	11/07/2017	10/24/2017			8,250.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
171-170-778	SEDIMENT TESTING (100%)	6366	10/19/2017		8,250.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
171	CITY OF GAUTIER	180163	11/07/2017	10/25/2017			22,709.13	

Account Number	Description	Invoice #	Date	P.O.	Amount
171-900-969	TR USFWS MATCH (050)	CK#42416	10/25/2017		251.25
171-900-969	TR USFWS MATCH (050)	CK#42510	10/25/2017		22,457.88

FUND TOTAL 171 Claims to Checks 2 Total 30,959.13 Manual Held Total 30,959.13

Docket of Claims
Release date from 11/07/2017 thru 11/07/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY	180151	11/07/2017	10/24/2017			1,705.07	________________

Account Number	Description	Invoice #	Date	P.O.	Amount
172-350-650	LIBRARY SUPPORT	OCT 2017	10/20/2017		1,705.07

FUND TOTAL 172 Claims to Checks 1 Total 1,705.07 Manual Held Total 1,705.07

Docket of Claims
Release date from 11/07/2017 thru 11/07/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AD2 INC	180110	11/07/2017	10/12/2017			151.50	
176	AT&T	180137	11/07/2017	10/23/2017			269.24	
176	AT&T	180138	11/07/2017	10/23/2017			274.30	
176	SINGING RIVER ELECTRIC COOPERATIVE	180207	11/07/2017	10/27/2017			1,376.53	

Claimant	Account Number	Description		Invoice #	Date	P.O.	Amount
AD2 INC	176-170-699	HOSTING FEE OCT 2017		3156	10/15/2017		36.50
AD2 INC	176-170-699	SHOPPING CART FEE OCT 2017		3156	10/15/2017		115.00
AT&T (180137)	176-170-605	OCT 2017 DSL		2284970676	10/14/2017		110.00
AT&T (180137)	176-170-605	MONTHLY SERVICE		2284970676	10/14/2017		159.24
AT&T (180138)	176-170-605	MONTHLY SERVICE		2284972244	10/14/2017		274.30
SINGING RIVER ELECTRIC COOPERATIVE	176-170-631	PARK FACILITIES	76854002	10182017	10/26/2017		1,328.37
SINGING RIVER ELECTRIC COOPERATIVE	176-170-631	HOUSE	76855002	10192017	10/26/2017		48.16

FUND TOTAL 176 Claims to Checks 4 Total 2,071.57 Manual Held Total 2,071.57

Docket of Claims
Release date from 11/07/2017 thru 11/07/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	IRBY'S ANSWERING SERVICE	180112	11/07/2017	10/16/2017			468.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	SERVICES 10/4/17 - 10/31/17		277-100417	10/04/2017		468.10	
400	CITY OF GAUTIER	180113	11/07/2017	10/16/2017			43,427.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-821	ST LNS #3 90/57 SWR		10092017	10/09/2017		7,877.45	
	400-680-822	ST LNS #4 90/57 WTR		10092017	10/09/2017		10,948.67	
	400-680-822	ST LNS #4 90/57 SWR		10092017	10/09/2017		9,019.22	
	400-680-823	ST LNS #5 ALLEN RD		10092017	10/09/2017		2,149.95	
	400-680-824	ST LNS #6 OLD SPAN TR		10092017	10/09/2017		3,765.83	
	400-680-825	ST LNS #7 OLD SPAN TR		10092017	10/09/2017		9,665.99	
400	AT&T	180116	11/07/2017	10/17/2017			94.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284972276	10/06/2017		94.00	
400	AT&T	180139	11/07/2017	10/23/2017			136.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284975234	10/14/2017		136.10	
400	AT&T	180140	11/07/2017	10/23/2017			98.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284974594	10/14/2017		98.10	
400	2012 GUD BONDS DEBT SERVICE	180158	11/07/2017	10/24/2017			116,362.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-816	NOV 2017 PRN PMT		11012017	10/31/2017		112,916.67	
	400-680-817	NOV 2017 INT PMT		11012017	10/31/2017		3,445.83	
400	ARISTA INFORMATION SYSTEMS INC	180159	11/07/2017	10/24/2017			4,167.30	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	SEP 2017 STATEMENTS		24121	10/12/2017		1,167.30	
	400-650-698	SEP 2017 POSTAGE		1425201710	10/12/2017		3,000.00	
400	MSC 7511	180160	11/07/2017	10/24/2017			166.49	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	FGYJ00-01 RENTAL FEE		INV2114400	10/09/2017		166.49	
400	WAGGONER ENGINEERING INC	180161	11/07/2017	10/24/2017			18,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	RATE STUDY 100%		34122	10/12/2017		18,500.00	
400	SINGING RIVER ELECTRIC COOPERATIVE	180178	11/07/2017	10/25/2017			2,383.47	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STATIONS 20649		10162017	10/23/2017		699.19	
	400-651-631	LIFT STATIONS 28779		10162017	10/23/2017		215.31	
	400-651-631	SCHOONER WELL 20688		10122017	10/19/2017		982.37	
	400-651-631	LIFT STATIONS 20688		10122017	10/19/2017		486.60	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER ELECTRIC COOPERATIVE	180179	11/07/2017	10/25/2017			4,817.96	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-631	LIFT STNS 89627001	10162017	10/24/2017		61.38
400-651-631	LIFT STNS 89702001	10162017	10/24/2017		47.69
400-651-631	LIFT STNS 17881	10172017	10/24/2017		2,226.08
400-651-631	WATER WELLS 17881	10172017	10/24/2017		2,482.81

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER ELECTRIC COOPERATIVE	180208	11/07/2017	10/27/2017			7,808.58	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-631	IONIZATION PLANT 99216002	10182017	10/25/2017		292.49
400-651-631	LIFT STATIONS 17882	10182017	10/25/2017		2,290.13
400-651-631	WATER WELLS 17882	10182017	10/25/2017		2,887.89
400-651-631	CITY HALL SOUTH 17882	10182017	10/25/2017		2,338.07

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CABLE ONE INC	180209	11/07/2017	10/27/2017			42.61	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-698	OCT 2017: #107663106	10162017	10/23/2017		42.61

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER ELECTRIC COOPERATIVE	180214	11/07/2017	10/31/2017			3,610.08	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-631	LIFT STNS 17875	10192017	10/26/2017		215.74
400-651-631	LIFT STNS 17883	10192017	10/26/2017		1,968.81
400-651-631	LIFT STNS 17884	10192017	10/26/2017		1,425.53

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SOUTHERN WATERWORKS SUPPLY INC	180243	11/07/2017	11/01/2017			332.98	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-581	3/4 BRASS COUP CTS X FIPT (7)	72005	10/06/2017	180026	110.43
400-651-581	3/4 BRASS METER COUP NL (12)	72005	10/06/2017	180026	73.50
400-651-581	3/4 BRASS COUP CTS X FIPT (5)	72214	10/24/2017	180026	78.88
400-651-583	4" SDR 35 45 (12)	72325	10/30/2017	180101	29.01
400-651-583	4" SDR 35 STREET 45 (12)	72325	10/30/2017	180101	41.16

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	NEPTUNE CHEMICAL PUMP COMPANY	180249	11/07/2017	11/01/2017			611.19	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-582	VALVE REG 1 BRONZE WATTS	1443373	10/11/2017	180051	585.00
400-651-582	FREIGHT	1443373	10/11/2017	180051	26.19

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	TRI STATE CHLORINATION	180250	11/07/2017	11/01/2017			4,800.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-581	HYDRO 500 VACUUM REGULATOR (6)	1039	10/12/2017	180066	4,800.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CORE & MAIN LP	180252	11/07/2017	11/01/2017			3,800.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-581	HYDRANT FLUSHER (2)	H936497	10/19/2017	180042	3,450.00
400-651-581	LOCKING DEVICE (5)	H936497	10/19/2017	180042	350.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	MUSCO-GULFPORT 1227	180253	11/07/2017	11/01/2017			9,970.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-581	5/8X3/4 COMP METER USG (50)	0578086	10/03/2017	171215	9,000.00
400-651-581	DI USG TRAN W/HOT ROD (2)	0578086	10/03/2017	171215	970.00

Docket of Claims

Release date from 11/07/2017 thru 11/07/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	J H WRIGHT & ASSOCIATES INC	180258	11/07/2017	11/01/2017			6,842.00	________________
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	LEVEL TRANSDUCER PSLT33.4		402661	10/06/2017	180037		550.00
	400-651-584	SQUARE D NEMA 3 STARTER (2)		402845	10/16/2017	180036		1,370.00
	400-651-584	U-BOLT 8 S.S. W/NUTS (2)		402742	10/10/2017	180060		42.00
	400-651-584	GOULDS MODEL WS1512D3 PUMP (2)		403048	10/30/2017	180033		4,600.00
	400-651-584	TSURUMI PUMP		402923	10/20/2017	180083		280.00
400	J H WRIGHT & ASSOCIATES INC	180264	11/07/2017	11/02/2017			90.00	________________
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	HEATER ELEMENT: GLENHEATH LS		402933	10/20/2017			90.00

FUND TOTAL 400 Claims to Checks 21 Total 228,528.57 Manual Held Total 228,528.57

Docket of Claims
Release date from 11/07/2017 thru 11/07/2017

SUMMARY OF ALL FUNDS

FUND 1	Claims	to	Checks	53	Total	302,630.74	Manual		Held	Total	302,630.74
FUND 50	Claims	to	Checks	1	Total	55,761.99	Manual		Held	Total	55,761.99
FUND 157	Claims	to	Checks	2	Total	346.25	Manual		Held	Total	346.25
FUND 171	Claims	to	Checks	2	Total	30,959.13	Manual		Held	Total	30,959.13
FUND 172	Claims	to	Checks	1	Total	1,705.07	Manual		Held	Total	1,705.07
FUND 176	Claims	to	Checks	4	Total	2,071.57	Manual		Held	Total	2,071.57
FUND 400	Claims	to	Checks	21	Total	228,528.57	Manual		Held	Total	228,528.57
Total for all Funds			Checks	84	Total	622,003.32	Manual		Held	Total	622,003.32

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

ORDER NUMBER 223-2017

WHEREAS, a professional services agreement exists with Compton Engineering for work on the City Park Boat Launch Improvements project; and

WHEREAS, the original contract was not to exceed $34,300, and that cost was written into the grant; and

WHEREAS, a modification of the agreement has been recommended by the City Manager for additional service costing $5,500.00. This additional $5,500 modification will cover the cost to inspect the adjacent fishing pier and provide additional construction administration services associated with modifying the existing construction contract with M&D Construction to provide improvements at the fishing pier. The new not to exceed contract amount will be $39,800. If improvements are not made at the fishing pier, the pier will remain closed to the public due to safety concerns; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that a professional services agreement modification with Compton Engineering for additional work totaling $5,500.00 on the City Park Boat Launch Improvements is hereby authorized.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 7, 2017.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager

From: April Havens, Grants and Projects Director

Date: November 7, 2017

Subject: City Park Boat Launch Improvements – Professional Services Agreement Modification with Compton Engineering

---

REQUEST:
The Grants and Projects Director requests City Council authorization for a professional services agreement modification with Compton Engineering for additional work totaling $5,500 on the City Park Boat Launch Improvements project. The new not to exceed contract amount will be $39,800.

BACKGROUND:
The Dingell-Johnson Sport Fish Restoration Program, authorized under the U.S. Fish and Wildlife Service, supports activities designed to restore, conserve, manage, or enhance sport fish populations; the public use and benefits from these resources; and activities that provide boat access to public waters. The Mississippi Department of Marine Resources applied to the U.S. Fish and Wildlife Service on behalf of the City of Gautier for this sport fish grant. The City was awarded $190,310 in federal funds, which requires a 25 percent match of $65,300. Tidelands will cover the local match. The City will cover the cost of this modification ($5,500) for additional work related to the adjacent fishing pier.

DISCUSSION:
This $255,610 project includes removing and replacing the two existing deteriorated boat launches, removing and replacing the existing deteriorated boat dock decking, removing and replacing the deteriorated wooden bulkhead, adding an accessible kayak and canoe launch, and installing an accessible route to the dock area. Professional design services are required for this project. The original contract was not to exceed $34,300, and that cost was written into the grant. This additional $5,500 modification will cover the cost to inspect the adjacent fishing pier and provide additional construction administration services associated with modifying the existing construction contract with M&D Construction to provide improvements at the fishing pier. If improvements are not made at the fishing pier, the pier will remain closed to the public due to safety concerns.

RECOMMENDATION:
The Grants and Projects Director recommends that City Council authorize a professional services agreement modification with Compton Engineering for additional work totaling $5,500 on the City Park Boat Launch Improvements project. The new not to exceed contract amount will be $39,800.

The City Council may:

1. Authorize a professional services agreement modification with Compton Engineering for additional work totaling $5,500 on the City Park Boat Launch Improvements project as presented; or

2. Not authorize a professional services agreement modification with Compton Engineering for additional work totaling $5,500 on the City Park Boat Launch Improvements project

ATTACHMENT(S):

1. Proposed Contract Modification for City Park Boat Launch Improvements

COMPTON ENGINEERING, INC.
ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICES

1706 Convent Avenue
P.O. Box 686
Pascagoula, MS 39568

Phone: 228.762.3970
Fax: 228.769.9079

comptonengineering.com

November 1, 2017

Ms. April M. Havens, Grants and Project Administrator
City of Gautier
3330 Highway 90
Gautier, MS 39553

Re: **Proposal for Engineering Services for**
City of Gautier City Park Boat Launch Improvements – REV 1
(C.E. Job No.: P16-004)

Dear Ms. Havens:

Compton Engineering is pleased to offer professional services to the City of Gautier for preparing Contract Documents for the above referenced project. It is our understanding that the bid documents will be prepared to include adequate information to receive competitive bids for performing the work. The documents shall also include any supplemental conditions as required by U.S. Department of Fish and Wildlife Services.

The professional services provided will address the tasks and deliverables listed below:

Basic Services

1. Review all available data for the existing facility provided by the City of Gautier.
2. Provide topographical survey in the immediate area of proposed improvements as needed to improve the bulkhead and launch.
3. Prepare permits as may be required by the Mississippi Department of Marine Resources to construct the project, including document necessary for City of Gautier to obtain Secretary of State Lease.
4. Prepare Bid/Construction Documents for the referenced project. Documents will include adequate information to receive competitive bids for performing the work.
5. Provide Bid Phase and Construction Administration Services.
6. Monitor the progress of construction of the work once a week, including prior to and during placement of concrete, substantial and contract completion.
7. Review and make recommendations for payment during the progress of the work.
8. Perform a final inspection with the City of Gautier and make a recommendation for final payment to the contractor.
9. Prepare project closeout documents.
10. Perform an inspection at the end of the one-year warranty period.
11. **Inspect fishing pier to the east of the launch and provide recommendations for improvements. Recommendations to consist of sketch over aerial view and cost estimates.**
12. **Provide increased Construction Administration Services associated with modifying the existing Construction Contract to provide improvements at the fishing pier.**

PASCAGOULA
BILOXI
BAY ST. LOUIS

Fee, Schedule & Billing

The work will be provided on a lump sum basis in accordance with the attached 2016 Rate Schedule (Exhibit B). The contract amount includes surveying, permitting, preparation of contract documents, bid phase services, and construction administration as outlined below. All basic services will be completed and provided for a cost of **$39,800.00.**

Topographic Survey:	$ 3,500.00
Secretary of State Tidelands Lease	$ 1,500.00
Environmental Permitting	$ 6,000.00
Construction Documents:	$13,600.00
Bid Phase Services:	$ 3,000.00
Construction Administration:	$ 6,700.00
Fishing Pier Inspection	**$ 3,500.00**
Fishing Pier Construction Administration	**$ 2,000.00**

We will begin work within twenty-one (21) days upon receipt of an executed agreement. And complete the contract documents as noted below:

Topographic Survey:	2 to 3 weeks
Secretary of State Tidelands Lease	1 to 2 weeks
Environmental Permitting	3 to 4 months
Preparation of Construction Documents	2 to 3 months
Review and Finalize Bid Package	2 to 4 weeks

Compton will bill monthly for the work performed up to the billing cut-off date. Payment for our services will be due within forty-five (45) days of the invoice date and is not dependent on any factor except our ability to provide the services in accordance with generally accepted standards of our profession. We will provide these services in accordance with the General Terms and Conditions (Exhibit A).

General Terms and Conditions

This proposal, the General Terms and Conditions (Exhibit A), and 2016 Rate Schedule (Exhibit B) represents the entire understanding between City of Gautier and Compton Engineering with respect to the services to be provided and may only be modified in writing by both parties. If this proposal is satisfactory, please sign two copies in the space provided and return one to us.

We appreciate the opportunity to provide these services and look forward to working with you on this project.

Sincerely,

COMPTON ENGINEERING, INC.

G. Joey Duggan, III
Senior Vice President

Attachment

Accepted: **CITY OF GAUTIER**

Signature: ______________________________ Date: ____________________

Name/Title: ______________________________

City of Gautier Designated Contact Person:

____

Compton Engineering's Designated Contact Person:

G. Joey Duggan, III

EXHIBIT A

GENERAL TERMS AND CONDITIONS
(UPDATED 04/2014)

1. **Relationship Between Engineer and Client.** Engineer shall serve as Client's professional engineering consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. The client is the City of Gautier acting by and through its official minutes.

2. **Responsibility of the Engineer.** Engineer will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.

   Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any agreement between the Client and any other party concerning the Project, the Engineer shall not have control of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction; or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any contractor or subcontractor, or any other engineer, architect or consultant not under contract to the Engineer to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project.

   Engineer shall determine the amounts owing to the construction contractor and recommend in writing payments to the contractor in such amounts. By recommending any payment, the Engineer will not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made to check the quality or quantity of the contractor's work.

3. **Responsibility of the Client.** Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Engineer shall assist Client in obtaining all necessary permits required for the Project.

   Client shall give prompt written notice to the Engineer whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services, or any defect or nonconformance in the work of any construction contractor

   Client shall examine all documents presented by Engineer, obtain advice of an attorney or other consultant as Client deems appropriate for such examinations and provide decisions pertaining thereto within a reasonable time.

4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act as a liaison on its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party. No change or alteration in time, price, design, or services requested shall be made without approval of City of Gautier reflected on its minutes.

5. **Ownership of Documents.** Drawings, specifications, reports and any other documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be the property of the Client. Engineer shall have the right to retain copies of all documents and drawings for its files.

6. **Reuse of Documents.** All documents, including drawings and specifications furnished by Engineer pursuant to this Agreement, are intended for use on the Project only. They should not be used by Client or others on extensions of the Project or on any other project, without written verification or adaption by Engineer.

7. **Opinions of Cost.** Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by the contractor, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, the Engineer cannot and does not guarantee that proposals, bids or actual construction costs will not vary from his opinions or estimates of constructions costs.

8. **Changes.** Client reserves the right to seek changes in requirements, amount of work or engineering time schedule adjustments, and may seek to negotiate adjustments in fee and / or schedule acceptable to both parties to accommodate any changes. All proposed change orders, schedule and pay adjustments, etc. must be approved by Client by written Resolution.

9. **Subcontracts.** Engineer may subcontract portions of the services, but each subcontractor must be approved by Client in writing reflected on its minutes.

10. **Suspension of Services.** Client may, at any time, by written order to Engineer, require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Engineer will not be obligated to provide the same personnel employed

prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days. However, in no event shall the total payment due to Engineer under this proposal exceed **$39,800.00.**

11. **Termination.** This Agreement may be terminated by either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. If terminated by the Client without just cause, all amounts due and owing to Engineer at the time of termination will be paid by Client.

    This agreement is subject to ratification of the future governing authorities of City of Gautier.

12. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.

13. **Indemnification.** Engineer shall defend, indemnify and hold harmless Client, its agents, servants, employees, successors and assigns from actions, causes, suits, costs, claims, damages, expenses and demands whatsoever in law or in equity, including but not limited to attorneys' fees, with respect to, or on account of, any injury, including bodily injury, disability or death, or damages to property, including loss of the use thereof, in any way attributable to or in connection with performance of the Engineer under this Contract.

14. **Legal Proceedings.** In the event Engineer's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where Engineer is not a party to such proceeding, Client will compensate Engineer for its services and reimburse Engineer for all related direct costs incurred in connections with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement of an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages Engineer to provide expert testimony or litigation support, which services shall he the subject of a separate agreement or an amendment to this Agreement.

15. **Successors and Assigns.** To the extent allowed by law, the terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

16. **Insurance.** Within the context of prudent business practices, Engineer shall maintain workmen's compensation and unemployment compensation of a form and in an amount as required by state law. Engineer shall maintain comprehensive general liability insurance, automotive liability, and professional liability insurance in an amount not less than $1,000,000 each occurrence.

17. **Information Provided by the Client.** The Engineer shall indicate to the Client the information needed, which the Engineer cannot ascertain or confirm itself, for rendering of services hereunder. The Client may elect to provide this information (including services by others) to the Engineer. In this case, the Client recognizes that the Engineer cannot assure the sufficiency of such information.

18. **Subsurface Conditions and Utilities.** Client recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of Engineer or Engineer's subconsultants with appropriate equipment may fail to detect certain hidden conditions. Client also recognizes that actual environmental, geological and geotechnical conditions that Engineer properly inferred to exist between sampling points may differ significantly from those that actually exist.

    Engineer will locate utilities which will affect the project from information provided by the Client and utility companies and form Engineer's surveys. In that these utility locations are based, at least in part, on information from others, Engineer cannot and does not warrant their completeness and accuracy.

19. **Hazardous Materials.** When hazardous materials are known, assumed or suspected to exist at a project site, Engineer is required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. Client hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform Engineer in writing prior to initiation of services under this Agreement.

    Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Engineer agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered

20. **Anticipated Change Orders.** All change orders must be approved by Client by written Resolution.

21. **Payment.** Following receipt of the Engineer's invoice, it will be placed on the next regular claims docket for approval and will be paid subsequent to obtaining approval.

22. **Force Majeure.** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars,

strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

23. **Compliance with Laws.** To the extent they apply to its employees or its services, the Engineer shall comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.

24. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.

25. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi

26. **Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.

27. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgements or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

EXHIBIT B

COMPTON ENGINEERING, INC.
RATE SCHEDULE
2016

Labor Classification	Hourly Rate
Engineer Principal	$ 180.00
Architect	$ 150.00
Senior Project Engineer	$ 150.00
Project Engineer	$ 130.00
Engineer Intern	$ 100.00
Environmental Specialist	$ 100.00
Senior Project Manager	$ 135.00
Project Manager	$ 115.00
Senior Design Technician	$ 90.00
Design Technician	$ 80.00
GIS Coordinator	$ 80.00
Resident Project Representative	$ 85.00
Business Manager	$ 100.00
Specification Writer	$ 80.00
Administrative Assistant	$ 60.00
Professional Land Surveyor	$ 125.00
Senior Survey Technician with Equipment	$ 150.00
Survey Technician	$ 65.00
Survey Crewman	$ 50.00

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

ORDER NUMBER 224-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1, 2, 3, 4, 5, 7, 8, 9, 10 and 11 are hereby approved.

IT IS FURTHER ORDERED that Consent Item #6 is hereby pulled for further discussion.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 7, 2017.

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

RESOLUTION NUMBER 043-2017

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

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

ITEM	SERIAL NUMBER
(1) Dell Computer Monitor	CN-01PTX3-64180-039-09JS

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

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

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

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

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

NAYS: **None**

WHEREUPON, the Mayor and Members of the Council of the City of Gautier, Mississippi, declared the motion carried and the Resolution adopted this the 7th, November, 2017.

____
MAYOR

ATTEST:

____
CITY CLERK

CITY OF GAUTIER
MEMORANDUM

To:	Paula Yancey, City Manager
From:	Danny Selover, Police
Date:	10/11/2017
Subject:	Resolution removing equipment from Police Department inventory and declaring the equipment surplus.

REQUEST:

City Council authorization is requested for the City to remove and surplus (1) Dell computer monitor, serial number CN-01PTX3-64180-039-09JS from the Police Department Inventory.

BACKGROUND:

This monitor no longer works and is of no use to the Police Department.

DISCUSSION:

It has been determined that, given the age and condition of the equipment, removal from inventory and declaring surplus, is in the best interest of the City of Gautier.

RECOMMENDATION:

Police Department Staff recommends the City Council authorize the removal of the above described item from the Police Department Inventory and declare it as surplus.

ATTACHMENTS:

1. Dell Monitor


E2010Hc
DELL
Made in China

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

RESOLUTION NUMBER 044-2017

RESOLUTION OF THE CITY OF GAUTIER, MISSISSIPPI REMOVING A POLICE DEPARTMENT VEHICLE FROM INVENTORY 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 2011 Ford Crown Victoria Police Care, VIN#2FABP7BV4BX124398 (Inventory Control #1124) be removed from inventory 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 2011 Ford Crown Victoria Police Car is hereby removed from inventory 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 **Councilman Colledge,** seconded by **Councilwoman Martin,** and the following vote was recorded:

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

NAYS: **None**

WHEREUPON, the Mayor and Members of the Council of the City of Gautier, Mississippi, declared the motion carried and the Resolution adopted this the **7th** day of **November** 2017.

MAYOR

ATTEST:

CITY CLERK

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Danny Selover, Police
Date: 10/13/2017
Subject: Police Surplus

REQUEST:

City Council approval is requested by the Gautier Police Department to remove a 2011 Ford Crown Victoria, VIN 2FABP7BV4BX124398 (inventory control number 1124) from inventory and insurance and authorize the vehicle to be used as parts until such time as it can be deemed surplus.

BACKGROUND:

This vehicle was involved in a single vehicle accident on October 11, 2017. Result of this accident was a total loss.

DISCUSSION:

This vehicle had liability insurance and has been declared a total loss.

RECOMMENDATION:

Police Department staff recommends that City Council authorize the vehicle to be removed from its inventory and insurance and authorize vehicle to be used for parts until such time as it can be deemed surplus.

ATTACHMENTS:


POLICE
G 56015
CITY OF GAUTIER


POLICE
GAUTIER
POLICE
49
911


DIAL
911
POLICE
GAUTIER
49

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

RESOLUTION NUMBER 045-2017

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

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

ITEM	SERIAL NUMBER
(1) Kustum Electronic Radar	31787
(1) Kustom Electronic Radar	KKK8821

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

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

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

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

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

NAYS: **None**

WHEREUPON, the Mayor and Members of the Council of the City of Gautier, Mississippi, declared the motion carried and the Resolution adopted this the 7th, November, 2017.

MAYOR

ATTEST:

CITY CLERK

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Danny Selover, Police
Date: 10/23/2017
Subject: Police Surplus

REQUEST:

City Council authorization is requested by the Gautier Police Department to remove two (2) Kustum Electronics radar units from inventory and declare them as surplus.

BACKGROUND:

The Police Department has determined that, given the age and condition of these radar units, removal from inventory is in the best interest of the City of Gautier. Serial numbers 31787 and KK8821.

DISCUSSION:

These radar units are very old and no longer work.

RECOMMENDATION:

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

ATTACHMENTS:

1. picture


TROOPER
TROOPER

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

ORDER NUMBER 225-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City
of Gautier, Mississippi, that the Finance 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 **Councilman Colledge,** seconded by **Councilwoman Martin** and the following vote was recorded:

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting November 7, 2017.

AUG 2017 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	$2,123,400.13
MS Development Loan Katrina	Depository Account	007-000-001	($14,003.80)
CDBG-Downtown Revitalization	Depository Account	012-000-001	
Transportation Enhancement	Depository Account	013-000-001	$13,631.67
Allen Road Widening	Depository Account	020-000-001	$31,890.62
MOHS PD Traffic Grant	Depository Account	023-000-001	
MOHS DUI Grant FY 2014	Depository Account	025-000-001	
MOHS DUI Grant FY 2015	Depository Account	026-000-001	
MDOT Safe Routes to School	Depository Account	029-000-001	($51,870.55)
MDAH School House Grant	Depository Account	030-000-001	$1,508.43
MDAH Local Govt Grant	Depository Account	031-000-001	
MDMR City Pk Boat Launch Imp	Depository Account	050-000-001	
US DOJ Ballistic Vest Grant	Depository Account	103-000-001	
Martin Bluff Road Improvements	Depository Account	128-000-001	$132,012.64
U S Justice Equitable Sharing	Depository Account	157-000-001	$407,119.65
Fire Protection Fund	Depository Account	160-000-001	$277,748.28
DMR-BP Oil Spill Grant	Depository Account	165-000-001	
MDOT-Youth Corp Program	Depository Account	166-000-001	
FF Grant:EMW-2013-FO-05516	Depository Account	167-000-001	
Tidelands Grant	Depository Account	171-000-001	($32,089.26)
Library Support Fund	Depository Account	172-000-001	$2,822.84
MSWFP Recreation Trails Grant	Depository Account	175-000-001	($1,416.57)
Shepard State Park Fund	Depository Account	176-000-001	$55,802.19
USDA NRCS EWP Program	Depository Account	300-000-001	$178,387.00
Solid Waste Fund	Depository Account	404-000-001	($38,169.61)
Solid Waste Grant	Depository Account	405-000-001	
EPA: Brownfields Assessment	Depository Account	409-000-001	($20,600.00)
	General Ledger Cash Balance		$3,065,973.46
	General Depository Reconciled Cash Balance		$3,065,163.00

ENTERPRISE FUND

Fund Name		Account #	Balance
Water & Sewer Utility	Enterprise Account-M&M	400-000-001	$0.00
	Enterprise Account-Hancock	400-000-002	$1,786,144.67
MDB Loan: Water Ion-X Project	Enterprise Account-Hancock	421-000-002	$101,681.74
Water Meter Project	Enterprise Account-Hancock	422-000-002	
Hurricane Katrina (PW Bldg)	Enterprise Account-Hancock	449-000-002	
	General Ledger Cash Balance		$1,887,826.41
	Enterprise Reconciled Cash Balance		$1,884,167.21

General Fund Totals

		BUDGET FY 2017	AUG 2017	Balance	91.66% % to date
	General Fund Revenues	9,159,731.00	8,789,226.84	370,504.16	95.9%
	Expenditures:				
001	Legislative	117,474.00	107,179.25	10,294.75	91.2%
010	City Court	276,491.00	239,089.10	37,401.90	86.4%
021	City Manager	291,697.00	263,780.07	27,916.93	90.4%
022	Human Resources	138,681.00	121,129.51	17,551.49	87.3%
030	Elections	22,200.00	20,764.34	1,435.66	93.5%
040	City Clerk	257,370.00	223,660.05	33,709.95	86.9%
045	Finance	192,080.00	176,753.51	15,326.49	92.0%
060	City Attorney	110,000.00	90,184.35	19,815.65	81.9%
090	Economic Dev - Planning	299,370.00	263,376.02	35,993.98	87.9%
092	Building & General Expenses	517,100.00	474,252.34	42,847.66	91.7%
100	Police	3,472,334.00	3,028,186.92	444,147.08	87.2%
161	Fire	2,359,916.00	2,090,190.34	269,725.66	88.5%
165	BP Oil Spill	0.00	0.00	0.00	
170	Recreation	385,519.00	326,126.24	59,392.76	84.5%
201	PW: Streets	248,900.00	190,545.72	58,354.28	76.5%
205	PW: Maintenance	223,438.00	199,268.68	24,169.32	89.1%
451	Public Safety	0.00	0.00	0.00	
900	Interfund Transfers	813,627.00	776,910.48	36,716.52	95.4%
	General Fund Expenditures	9,726,197.00	8,591,396.92	1,134,800.08	88.3%
	Total Operating Expenditures	8,557,255.00	7,501,826.69	1,055,428.31	
	Total Capital Outlay Expenditures	280,215.00	237,643.02	42,571.98	
	Total Debt Service	75,100.00	75,016.73	83.27	
	Total Transfers Out	813,627.00	776,910.48	36,716.52	
	Total Unappropriated	0.00	0.00	0.00	
	Check Total	9,726,197.00	8,591,396.92	1,134,800.08	
	Personnel	6,707,874.00	6,018,625.83	689,248.17	
	Supplies	420,067.00	325,311.53	94,755.47	
	Other Services	1,429,314.00	1,157,889.33	271,424.67	
	Capital Outlay	280,215.00	237,643.02	42,571.98	
	Debt Service	75,100.00	75,016.73	83.27	
	Interfund Transfers for DS	813,627.00	776,910.48	36,716.52	
	Unappropriated	0.00	0.00	0.00	
	Check Total	9,726,197.00	8,591,396.92	1,134,800.08	

AUGUST 2017
YEAR TO DATE TOTALS

General Depository Special Funds	BUDGET FY 2017	As of AUGUST 2017	Balance	*91.66%* *% to date*
007 MS Dev 2.36M Katrina Bonds				
Revenues	277,854.00	262,940.00	14,914.00	*94.6%*
Expenditures	277,854.00	277,253.75	600.25	*99.7%*
013 TE-Downtown Revitalization				
Revenues	84,158.13	43,186.68	40,971.45	*51.3%*
Expenditures	54,603.12	0.00	54,603.12	
020 Allen Road Widening				
Revenues	1,002,418.40	836,236.17	166,182.23	*83.4%*
Expenditures	61,000.00	59,374.54	1,625.46	*97.3%*
025 MOHS DUI Grant FY2017				
Revenues	27,598.00	27,549.72	48.28	*99.8%*
Expenditures	27,598.00	27,549.72	48.28	*99.8%*
029 MDOT Safe Routes to School				
Revenues	188,528.00	113,277.12	75,250.88	*60.0%*
Expenditures	210,084.50	186,704.17	23,380.33	*88.8%*
030 MDAH 2014 Community Heritage				
Revenues	130,000.00	131,508.43	(1,508.43)	*101.1%*
050 MDMR City Park Boat Launch Imps				
Revenues	255,610.00	27,600.00	228,010.00	*10.7%*
Expenditures	255,610.00	27,600.00	228,010.00	*10.7%*
128 Martin Bluff Road Project				
Expenditures	230,000.00	100,000.00	130,000.00	*43.4%*
130 $7M GO Bond - Capital Improvements				
Revenues	2,047,259.07	1,900,116.96	147,142.11	*92.8%*
Expenditures	2,239,130.25	1,862,661.25	376,469.00	*83.1%*
157 US Justice Equitable Sharing				
Revenues	0.00	5,691.36	(5,691.36)	
Expenditures	0.00	40,156.64	(40,156.64)	
160 Fire Protection Fund				
Revenues	543,100.00	492,881.84	50,218.16	*90.7%*
Expenditures	525,277.68	496,294.98	28,982.70	*94.4%*
166 MDOT Youth Corp Program				
Revenues	36,864.66	38,683.20	(1,818.54)	*104.9%*
Expenditures	41,388.00	6,434.02	34,953.98	*15.5%*

AUGUST 2017
YEAR TO DATE TOTALS

General Depository Special Funds	BUDGET FY 2017	As of AUGUST 2017	Balance	91.66% % to date
171 Combined Tidelands Grant				
Revenues	989,133.64	314,576.16	674,557.48	31.8%
Expenditures	844,900.63	257,887.53	587,013.10	30.5%
172 Library Support Fund				
Revenues	108,639.00	106,881.29	1,757.71	98.3%
Expenditures	108,639.00	104,258.65	4,380.35	95.9%
175 MSWFP Recreation Trails Grant				
Revenues	95,258.57	93,842.00	1,416.57	98.5%
176 Shepard State Park				
Revenues	85,400.00	81,586.97	3,813.03	95.5%
Expenditures	115,128.00	74,000.35	41,127.65	64.2%
300 USDA-NRCS EWP				
Revenues		192,537.00	(192,537.00)	
Expenditures		14,150.00	(14,150.00)	
404 Solid Waste Fund				
Revenues	1,260,000.00	1,053,031.34	206,968.66	83.5%
Expenditures	1,326,500.00	1,170,780.63	155,719.37	88.2%
405 Solid Waste Grant				
Revenues	13,280.00	0.00	13,280.00	
Expenditures	13,280.00	0.00	13,280.00	
409 EPA: Brownfields Assessment				
Revenues	288,249.85	238,255.95	49,993.90	82.6%
Expenditures	223,699.85	182,577.82	41,122.03	81.6%

AUGUST 2017
YEAR TO DATE TOTALS

ENTERPRISE FUND (400)	BUDGET FY 2017	AUG 2017	Balance	91.66% % to date
Utility Fund Revenues	8,653,895.00	8,226,853.01	427,041.99	95.0%
Administration	2,621,143.00	2,382,215.44	238,927.56	90.8%
Water & Sewer O & M	2,994,216.00	2,461,564.64	532,651.36	82.2%
Debt Service	2,477,584.00	2,316,402.24	161,181.76	93.4%
Transfers	200,000.00	200,000.00	0.00	100.0%
Utility Fund Expenditures	8,292,943.00	7,360,182.32	932,760.68	88.7%

Total Operating Expenditures	*5,415,359.00*	*4,840,986.05*	*574,372.95*
Total Capital Outlay Expenditures	*200,000.00*	*2,794.03*	*197,205.97*
Total Debt Service	*2,477,584.00*	*2,316,402.24*	*161,181.76*
Total Interfund Transfers	*200,000.00*	*200,000.00*	*0.00*
Check Total	*8,292,943.00*	*7,360,182.32*	*932,760.68*

Personnel	*0.00*	*0.00*	*0.00*
Supplies	*238,000.00*	*187,919.29*	*50,080.71*
Other Services	*5,177,359.00*	*4,653,066.76*	*524,292.24*
Capital Outlay	*200,000.00*	*2,794.03*	*197,205.97*
Debt Service	*2,477,584.00*	*2,316,402.24*	*161,181.76*
Interfund Transfers	*200,000.00*	*200,000.00*	*0.00*
Check Total	*8,292,943.00*	*7,360,182.32*	*932,760.68*

Enterprise Special Funds

421 MSB - Water Ionization Project	BUDGET FY 2017	AUG 2017	Balance	91.66%
Capital Outlay	141,813.04	40,131.30	101,681.74	28.2%

602 DEBT SERVICE: 2012 GUD BOND	BUDGET FY 2017	AUG 2017	Balance	91.66%
Revenue	1,399,200.00	1,283,704.90	115,495.10	91.7%
Bonds Payable	1,398,200.00	1,398,200.00	0.00	100.0%

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

ORDER NUMBER 226-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from Regular Council Meeting held October 3, 2017 and Recessed Council Meeting held October 17, 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 **Councilman Colledge** seconded by **Councilwoman Martin** and the following vote was recorded:

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

NAYS: **None**

____
MAYOR

ATTEST:

____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 7, 2017.

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

ORDER NUMBER 227-2017

WHEREAS, the Martin Bluff Widening Project requires payment of commercial moving expenses payable to John Fayard Moving and Warehousing on behalf of Mary F. Dufrene; and

WHEREAS, in the best interest of the City of Gautier.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the commercial moving expenses totaling $9,651.94 payable to John Fayard Moving and Warehousing on behalf of Mary F. Dufrene for the Martin Bluff Road Widening Project STP-9194-00(001) LPA/ 105069-801000 is hereby approved and authorized for payment.

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

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

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

NAYS: **None**

____
MAYOR

ATTEST:

____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 7, 2017.

CITY OF GAUTIER
MEMORANDUM

To:	Paula Yancey, City Manager
From:	April Havens, Grants Administrator
Date:	10/31/2017
Subject:	Approval and authorization to pay commercial moving expenses totaling $9,651.94 payable to John Fayard Moving and Warehousing on behalf of Mary F. Dufrene 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 commercial moving expenses totaling $9,651.94 payable to John Fayard Moving and Warehousing on behalf of Mary F. Dufrene 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:

Tenant Fran Dufrene purchased a home in Southaven, but she has still not moved from her rental dwelling. She is the only resident left on this project. Ms. Dufrene originally wanted to complete a self-move, but she decided it was more than she could accomplish. She was offered $5,150 based on the moving expense schedule to complete her move. She was paid $2,000 of this amount because she partially moved herself. However, a lot of personal belongings remain.

Estimates were obtained from two commercial movers, and the lower estimate was $9,651.94. Commercial move estimates are always higher than the moving expense schedule amount for self-moves. Commercial moves must be paid to the commercial mover, not the displacee.

RECOMMENDATION:

The Grants & Projects Department recommends that City Council approve and authorize payment for commercial moving expenses totaling $9,651.94 payable to John Fayard Moving and Warehousing on behalf of Mary F. Dufrene for the Martin Bluff Road Widening Project STP-9194-00(001) LPA/105069-801000.

The City Council may:
1) Approve the commercial moving expenses totaling $9,651.94 payable to John Fayard Moving and Warehousing on behalf of Mary F. Dufrene for the Martin Bluff Road Widening Project; or
2) Not approve the commercial moving expenses totaling $9,651.94 payable to John Fayard Moving and Warehousing on behalf of Mary F. Dufrene for the Martin Bluff Road Widening Project.

ATTACHMENTS:

1. Right of Way Invoice

CITY OF GAUTIER

Date May 8, 2017 **INVOICE - RIGHT OF WAY** P.O. Number 941/

State
Vendor No. V99941ROWY0 Customer Acct. No.

Payee John Fayard Moving and Warehousing, LLC

for Mary F. Dufrene

Mortgagee N/A

Address 10323 Express Drive

Gulfport, MS 39505

Acquired By:
Agreement
Settlement
Condemnation
Special
Circuit
Supreme

Nature of Title
Fee Simple
Perm. Ease
Temp. Ease
D.E.
84-01 RELOCATION

TIN NO. 64-0922704

Project No.	STP 9194-00-(001) LPA/105069-801000	County	Jackson	File No.	38-2

Description	Amount
# Residential - Tenant Commercail Move - Actual Cost IRS W-9 Form Signed 10-23-2017 **MARTIN BLUFF ROAD WIDENING PROJECT**	$ 9,651.94
TOTAL INVOICE	$ 9,651.94

Recommended For Payment
Mark Dye
Relocation Agent, Mark Dye

Relocation Reviewer, Bruce Fogg

Approved
Paula Yancy, City Manager
City of Gautier, Mississippi

By
Signature

Paid By
Warrant No.
Req. No.
Date

OCA	Object Level 3	User Code 1 (Function)	User Code 2 (Part. Code	Project/Detail Property ID Maint. Sec.	Amount	Parcel No.	Acres

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

ORDER NUMBER 228-2017

WHEREAS, the Martin Bluff Widening Project requires payment of business landlord reestablishment expenses and moving expenses to Martin Bluff Trust; and

WHEREAS, it is in the best interest of the City of Gautier; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the business landlord reestablishment expenses and moving expenses totaling $15,437.16 to Martin Bluff Trust for the Martin Bluff Road Widening Project STP-9194-00(001)LPA/105069-801000 is hereby approved and authorized for payment.

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

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

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

NAYS: **None**

____
MAYOR

ATTEST:

____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 7, 2017.

CITY OF GAUTIER
MEMORANDUM

To:	Paula Yancey, City Manager
From:	April Havens, Grants Administrator
Date:	10/31/2017
Subject:	Approval and authorization to pay business landlord reestablishment expenses and moving expenses totaling $15,437.16 to Martin Bluff Trust 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 reestablishment expenses and moving expenses totaling $15,437.16 to Martin Bluff Trust 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 payment includes $400 for moving expenses, $12,537.16 for current reestablishment expenses, and $2,500 for the remainder of reestablishment expenses (being held until the work is complete to encourage full completion of the work.)

RECOMMENDATION:

The Grants & Projects Department recommends that City Council approve and authorize business landlord reestablishment expenses and moving expenses totaling $15,437.16 to Martin Bluff Trust for the Martin Bluff Road Widening Project STP-9194-00(001) LPA/105069-801000.

The City Council may:
1) Approve the business landlord reestablishment expenses and moving expenses totaling $15,437.16 to Martin Bluff Trust for the Martin Bluff Road Project; or
2) Not approve the business landlord reestablishment expenses and moving expenses totaling $15,437.16 to Martin Bluff Trust for the Martin Bluff Road Project.

ATTACHMENTS:

1. Right of Way Invoice

City of Gautier, Mississippi

Date October 19, 2017 **INVOICE - RIGHT OF WAY** P.O. Number 941/

State Vendor No. V99941ROWY0 Customer Acct. No.

Payee Martin Bluff Trust

Mortgagee N/A

Address 11504 Wedgewood Ln.

Ocean Springs, MS 39564

Acquired By:

Agreement ____
Settlement ____
Condemnation
Special ____
Circuit ____
Supreme ____

Nature of Title

Fee Simple ____
Perm. Ease ____
Temp. Ease ____
D.E. ____
84-01 RELOCATION

TIN NO. 81-6648178

Project No. STP 9194-00-(001) LPA/105069-801000 | County Jackson | File No. 15-1 Martin Bluff Trust

Description	Amount
BUSINESS LANDLORD	
Current Reestablishment Expenses	$ 12,537.16
Moving Expenses	$ 400.00
W-9 Signed - 5/5/16	
HOLD CHECK FOR RELOCATION AGENT	
TOTAL INVOICE	**$ 12,937.16**

Recommended For Payment

Relocation Agent, Mark Dye

Relocation Reviewer, Bruce Fogg

Approved

Paula Yancey, City Manager
City of Gautier, Mississippi

By ____ Signature and Title

Paid By
Warrant No. ____
Req. No. ____
Date ____

OCA	Object Level 3	User Code 1 (Function)	User Code 2 (Part. Code)	Project/Detail Property ID Maint. Sec.	Amount	Parcel No.	Acres

City of Gautier, Mississippi

Date October 19, 2017 **INVOICE - RIGHT OF WAY** P.O. Number 941/

State Vendor No. V99941ROWY0 Customer Acct. No.

Payee Martin Bluff Trust

Mortgagee N/A

Address 11504 Wedgewood Ln.
Ocean Springs, MS 39564

Acquired By:
Agreement
Settlement
Condemnation
Special
Circuit
Supreme

Nature of Title
Fee Simple
Perm. Ease
Temp. Ease
D.E.
84-01 RELOCATION

TIN NO. 81-6648178

Project No. STP 9194-00-(001) LPA/105069-801000
County Jackson
File No. 15-1 Martin Bluff Trust

Description	Amount
BUSINESS LANDLORD Remainder of Reestablishment Expenses	$ 2,500.00
W-9 Signed - 5/5/16 **HOLD CHECK FOR RELOCATION AGENT**	
TOTAL INVOICE	**$ 2,500.00**

Recommended For Payment
Relocation Agent, Mark Dye
Relocation Reviewer, Bruce Fogg

Approved
Paula Yancey, City Manager
City of Gautier, Mississippi
By
Signature and Title

Paid By
Warrant No.
Req. No.
Date

OCA	Object Level 3	User Code 1 (Function)	User Code 2 Part. Code	Project/Detail Property ID Maint. Sec.	Amount	Parcel No.	Acres

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

ORDINANCE NUMBER 240-2017

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. Full Time Animal Control Officer
2. Full Time Code Enforcement Officer

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

1. Part Time Code Enforcement Officer
2. Part Time Code Enforcement Officer
3. Animal Control/Code Enforcement Officer

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 November 7, 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. Full Time Animal Control Officer
2. Full Time Code Enforcement Officer

B. The City Council eliminates the following positions:

1. Part Time Code Enforcement Officer
2. Part Time Code Enforcement Officer
3. Animal Control/Code Enforcement Officer

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.

IT IS FURTHER ORDERED that the schedule of authorized positions is amended accordingly.

Thereupon, upon motion duly made by **Councilman Colledge**, seconded by **Councilwoman Martin** to adopt the foregoing ordinance and received the following votes:

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

NAYS: **None**

Thereupon, the Mayor declared said Ordinance approved, passed and adopted on this the **7th** day of October, 2017.

____
Phil Torjusen, Mayor

Attest: ______________________
Cynthia Russell
City Clerk

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

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Ramona Morgan, Administrative Clerk
Date: 11/02/2017
Subject: Request for the elimination of two (2) part time Code Enforcement positions and one (1) full-time Animal Control/Code Enforcement position in order to create one (1) full-time Animal Control position and one (1) full time Code Enforcement position.

REQUEST:

Request for the elimination of two (2) part time Code Enforcement positions and one (1) full-time Animal Control/Code Enforcement position in order to create one (1) full-time Animal Control position and one (1) full time Code Enforcement position.

BACKGROUND:

The Planning Department currently has one (1) full-time Animal Control/Code Enforcement Officer and one (1) Building Inspector/Code Enforcement Officer. Although these two positions have split duties, The Animal Control duties of one position and the Building Inspector duties of the other position easily take up 80% of the time available for our two officers in any given work day. This leaves little time for our Department to efficiently perform much needed Code Enforcement within our City. The original plan to mitigate this situation was to create and fill two (2) new part-time Code Enforcement Officer positions. After creating and posting these positions for applications, it was realized that it was not well received by possible applicants and that the part-time positions would be a challenge to fill.

DISCUSSION:

After revisiting this situation, City Staff has collectively decided that it would be beneficial and more efficient to re-configure the Planning Department positions by eliminating the two (2) part time Code Enforcement positions and separating the Code Enforcement duties from the Animal Control and Building Inspector duties. This would result in one (1) new full-time Animal Control position and one (1) new full-time Code Enforcement position. It would also result in the Building Inspector position to be more streamline and focused on the his/her duties pertaining to Planning, Building, Zoning, Stormwater and Floodplain Management. As Director of the Planning Department and seeing the day to day operations of all designated tasks and duties of this department, I feel this will result in more focused and dedicated time spent in these specific areas which will result in greater efficiency while remaining within the limits of the City's budget.

RECOMMENDATION:

Staff recommends that City Council approve the request for the elimination of two (2) part time Code Enforcement positions and one (1) full-time Animal Control/Code Enforcement position in order to create one (1) full-time Animal Control position and one (1) full time Code Enforcement position.

ATTACHMENTS:

1. SAP 11-07-17
2. Citywide Org Chart 11-07-17
3. CE Officer Job Description

Approved by Council 11/07/17	Pay Scale	Pay Grade	Number of Full-Time Authorized Positions	Number of Part-Time Authorized Positions	Number of Reserve Authorized Positions (Not Paid)
JUDICIAL DEPARTMENT					
City Judge	N/A	N/A		1	
Public Defender	N/A	N/A		1	
Total Funded				**2**	
Total Non-Funded					
EXECUTIVE DEPARTMENT					
City Manager	N/A	N/A	1		
Administrative Assistant I	2080	9	1		
Economic Developer			Unfunded (1)		
Total Funded			**2**		
Total Non-Funded			**1**		
GRANTS AND PROJECTS DEPT.					
Director	2080	19	1		
Contract and Project Administrator	2080	17	1		
Total Funded			**2**		
Total Non-Funded					
RECREATION DEPT.					
Director	2080	19	1		
Recreation Coordinator	2080	10	1		
Parks Supervisor	2080	12	1		
Grounds and Maintenance Oper.	2080	7	3		
Student Laborer	N/A	N/A		1	
Park Attendant	N/A	N/A		3	
Total Funded			**6**	**4**	

Total Non-Funded			
FINANCE DEPARTMENT			
Comptroller	2080	21	1
Assistant Comptroller	2080	17	1
Accounting Generalist	2080	11	1
Court Division			
Court Clerk	2080	13	1
Deputy Court Clerk	2080	9	1
Total Funded			**5**
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
Utility Services Division			
Utility Services Manager	2080	15	1

Utility Billing Supervisor	2080	13	1
Utility Billing Clerk	2080	12	1
Customer Service Representative	2080	8	2
Total Funded			**9**
Total Non-Funded			
PLANNING DEPARTMENT			
Director/Building Official	2080	21	1
Planning Technician	2080	11	1
Administrative Clerk	2080	8	1
Building and Code Inspector	2080	13	1
Code Enforcement Officer	2080	10	1
Animal Control Officer	2080	9	1
Total Funded			**6**
Total Non-Funded			
POLICE DEPARTMENT			
Police Chief	2080	22	1
Administrative Assistant IV	2080	12	1
Captain	2080	15	3
CID			
Detective Lieutenant	2080	14	1
Detective Sergeant	2080	13	1
Detective	2080	12	2
Detective	2080	12	Unfunded (1)
FBI Task Force Officer	2080	12	1
Narcotics Officer	2080	12	1
Crime Prevention Officer	2080	12	Unfunded (1)
Records Clerk	2080	8	1
Patrol			

Patrol Lieutenant	2184	11	4		
Patrol Sergeant	2184	10S	4		
Patrol Officer	2184	9 or 10*	15		
Dispatcher/TAC Officer	2080	11	1		
Dispatcher	2184	7 or 8	8		
Traffic					
Traffic Sergeant	2184	10S	Unfunded (1)		
K9 Officer	2184	10	1		
Traffic Officer	2184	10	3		
Traffic Officer	2184	10	Unfunded (1)		
School Crossing Guard	N/A	N/A		4	
Reserve Officer	N/A	N/A			21
Total Funded			**48**	**4**	**21**
Total Non-Funded			**4**		
** Probationary Officer/Grade 9*					
Certified Officer/Grade 10					
FIRE DEPARTMENT					
Fire Chief	2080	22	1		
Deputy Fire Chief/Fire Marshall	2080	20	1		
Administrative Assistant I	2080	9	1		
Fire Captain	2496	12	3		
Fire Lieutenant	2496	11	9		
Firefighter	2496	9 or 10*	24		
Part Time Firefighter	N/A	N/A		3	
Total Funded			**39**	**3**	
Total Non-Funded					
**Probationary Firefighter/Grade 9*					
Certified Firefighter/Grade 10					

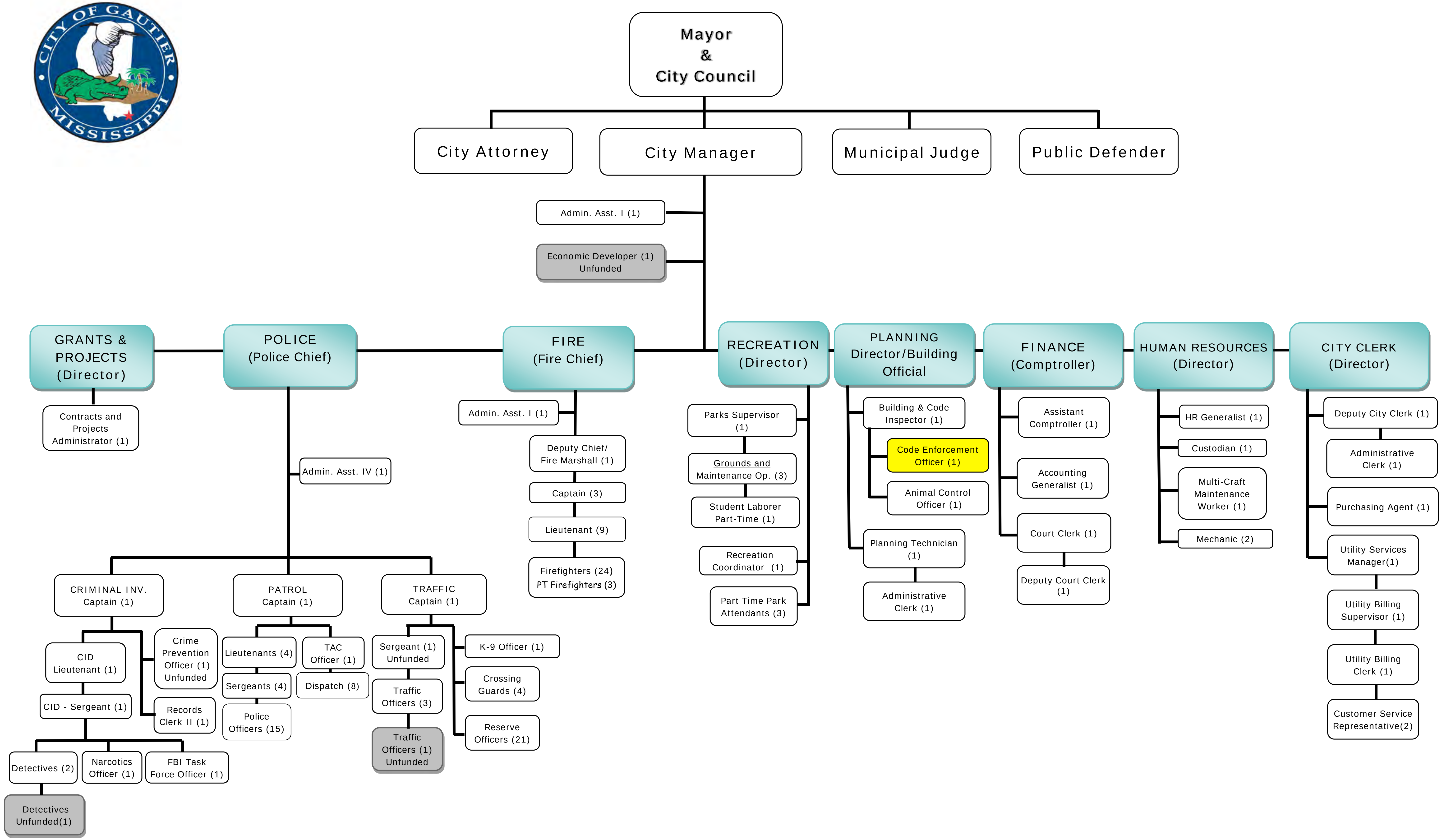
Summary of Authorized Positions	**Full Time**	**Part Time**	**Reserve Positions**

Judicial: Funded		2	
Executive Dept: Funded	2		
Executive Dept: Unfunded	1		
Grants and Projects Dept.	2		
Recreation Dept.	6	4	
Finance Dept: Funded	5		
Human Resources Dept: Funded	6		
City Clerk Dept: Funded	9		
Planning Dept: Funded	6	0	
Police Department: Funded	48	4	21
Police Department: Unfunded	4		
Fire Dept: Funded	39	3	
TOTAL	**123**	**13**	**21**
TOTAL UNFUNDED	**5**		

City of Gautier Organization Chart

FY 2018

Effective November 7, 2018



CODE ENFORCEMENT OFFICER

Department:	Planning Department	**Pay Grade:**	10
Reports To:	Building/Code Inspector	**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 and/or Building Inspector, 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 or Building Inspector.
- Performs other duties as assigned.

REQUIRED KNOWLEDGE, ABILITIES AND SKILLS:

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

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

City Manager _________ Date ___________

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

SUPERVISORY RESPONSIBILITIES:

This position has no supervisory responsibilities.

WORK ENVIRONMENT:

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

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

PHYSICAL DEMANDS:

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

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

MINIMUM REQUIRED EDUCATION AND EXPERIENCE:

High School diploma or acceptable equivalent and three (3) 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 229-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that City Hall is hereby authorized to close from 11:00 A.M. - 1:00 P.M. Thursday, November 16th for the Employee Thanksgiving Dinner.

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

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

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

NAYS: **None**

____
MAYOR

ATTEST:

____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 7, 2017.

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

RESOLUTION NUMBER 46-2017

Resolution opposing Subtitle G-Bond Reforms of H.R.1 or any other similar provisions of the proposed Federal Legislative.

BE IT RESOLVED, By the Mayor and Council of the City of Gautier Mississippi request that the Legislature retain the current federal income tax treatment that municipal bonds enjoy as local government bonds and specifically to oppose the Subtitle G-Bond Reforms of H.R.1 or any similar provisions in other proposed legislation.

WHEREAS, Section 3602 of H.R.1 would disallow the advance refunding of our governmental tax exempt bonds. Cities are currently limited to one advance refunding. Advance refunding provide significant interest savings to taxpayers and ratepayers allowing cities to provide much needed services to its citizens or to lower our citizens' taxes; and

WHEREAS, Section 3601 of H.R.1 terminates all types of private activity bonds, an important tool to the development of cities, including water and sewer facilities and transportation facilities. The termination of private activity bonds would prevent colleges, universities, nonprofit hospitals, certain airport improvements and other entities within communities and beneficial to local citizens from issuing tax exempt bonds. Many of these educational and medical institutions, are critical to the well-being and the enhanced quality of life for citizens and are already under significant financial stress. Finally, the termination of the tax exemption for private activity bonds will adversely impact public private partnerships, which is an important tool for financing infrastructure in municipalities; and

WHEREAS, Section 3601 would terminate single family mortgage bonds, affecting many of first time home buyers who are trying to purchase their first home; and

WHEREAS, the City of Gautier requests its Legislative delegation to oppose the Subtitle G-Bond Reforms of H.R. 1 or any similar provisions in other proposed legislation;

NOW, THEREFORE IT IS HEREBY RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI that the Legislature is urged to oppose the Subtitle G-Bond Reforms of H.R.1 or any similar provisions in other proposed legislation.

IT IS FURTHER RESOLVED, that the City Clerk is directed to send a certified copy of this Resolution to the Jackson County Federal Legislative Delegation.

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

Mayor Phil Torjusen	**AYES**
Councilwoman At Large Mary Martin	**AYES**
Councilman Cameron George	**AYES**
Councilman Richard Jackson	**AYES**
Councilman Casey Vaughan	**AYES**
Councilman Rusty Anderson	**AYES**
Councilman Adam Colledge	**AYES**

WHEREUPON, the Mayor and Members of the Council of the City of Gautier, Mississippi, declared the motion carried and the Resolution adopted this the **7th** day of **November,** 2017.

PHIL TORJUSEN, MAYOR

ATTEST:

CITY CLERK

Consent Item #6 was pulled for discussion. After a brief discussion 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 230-2017

WHEREAS, the Martin Bluff Widening Project requires the establishment of Just Compensation for Cecil J. and Deborah A. Connor Property and authorization for the acquisition agent to move forward with acquiring the parcel; and

WHEREAS, it is in the best interest of the City of Gautier; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the "Just Compensation" in the amount of $38,530.00 for Cecil J. and Deborah A. Connor Property for the Martin Bluff Road Widening Project STP-9194-00(001) LPA/105069-801000 is hereby established and the acquisition agent is hereby authorized to move forward with acquiring the parcel.

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 Colledge** and the following vote was recorded:

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 7, 2017.

CITY OF GAUTIER
MEMORANDUM

To:	Paula Yancey, City Manager
From:	April Havens, Grants Administrator
Date:	10/31/2017
Subject:	Establishment of Just Compensation for Cecil J. and Deborah A. Connor Property for the Martin Bluff Road Widening Project STP-9194-00(001) LPA/105069-801000

REQUEST:

The Grants and Projects Department requests that City Council establish a revised “Just Compensation” for the Cecil J. and Deborah A. Connor property required for the Martin Bluff Road Widening Project.

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:

“Just Compensation” does not include relocation costs or other fees associated with acquisition. There was a reduction in the amount of right of way being acquired for this parcel at the property owner’s request. The review appraiser has written a memo to revise the just compensation amount from $42,000 to $38,530, which reflects a just compensation reduction of $3,470.

Once approved by City Council, a revised offer will then be provided to Mr. and Mrs. Conner. Mr. and Mrs. Conner are aware of the revised amount, and have verbally agreed to accept the revised offer. Expenses for this revision will be limited to the surveyor’s fee of $800. There will be no cost for the review appraiser’s revision memo, and no added acquisition cost. Therefore, this revision results in a savings of $2,670 to the City.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council establish “Just Compensation” as depicted above and authorize the acquisition agent to move forward with acquiring the Connor property for the Martin Bluff Road Widening Project.

The City Council may:
1) Establish Just Compensation for the Connor property as listed above and authorize the acquisition agent to move forward with acquiring the parcel; or
2) Not approve establishment of Just Compensation.

ATTACHMENTS:

1. Review appraiser’s memo
2. Revised EJC Form

October 20, 2017

City of Gauiter
c/o Paula Yancy, City Manager
3330 US Highway 90
Gautier, MS 39553

RE: Martin Bluff Road Widening
Revised Parcel – 047-01-00-W
Project No. – 105069-801000

Dear Ms. Yancy:

The above referenced parcel has been revised. The purpose of this correspondence is to address this change via this memorandum as an amendment to the original review with an effective date 9/8/2016.

The revision reduced the amount of the proposed acquisition area from 16,357 square feet to 14,906 square feet or a reduced area of 1,451 sq. ft. Within the original appraisal report and appraisal review, the adopted land value was based on $1.10 per sq. ft.; hence, the reduced area would reduce the value of the land to be acquired from $17,990 to $16,390 or a reduction of $1,600. It is also noted; the dog kennel is no longer in the acquisition area. This improvement was valued at $1,870. Therefore the value of the improvements should be reduced from $6,340 to $4,470.

The before value was $97,000; the after value as revised would be $58,470 for a difference or Due Compensation of $38,530.

Just Compensation is allocated as follows:

Recommended Distribution of Final Estimate of Value

Parcel	Land	Improvements	Damages	Total
047-01-00-W	$16,390	$4,470	$17,670	$38,530
Total: ***Thirty Eight Thousand Five Hundred Thirty Dollars***				

Thank you for your time and consideration in this matter.

Sincerely,

John B. Stewart

John B. "Jeb" Stewart, SR/WA


PLAT OF RIGHT-OF-WAY FOR:
CITY OF GAUTIER
PARCEL 047-01-00-W
CECIL J. & DEBORAH A. CONNER
P.I.D.# 85080215.000
P.I.D.# 85080224.000
MARTIN BLUFF ROAD
PROJECT NO. STP-9194-00(001)LPA/105069-801000
SECTION 24, TOWNSHIP 7 SOUTH,
RANGE 7 WEST,
JACKSON COUNTY, MISSISSIPPI
ACREAGE:
TOTAL AREA IN LOT 172 = 8,311 SQ. FT. or 0.19 Acres±
TOTAL AREA IN PROPOSED R/W = 14,906 SQ. FT. or 0.34 Acres±
TOTAL AREA REMAINING = 11,838 SQ. FT. or 0.27 Acres±
VICTORIA DRIVE
MARTIN BLUFF ROAD
POINT OF BEGINNING
N88°01'09"E 44.50'
N88°18'32"E 40.00'
N10°38'32"W 15.21'
N88°03'13"E 97.44'
N01°54'34"W 99.78'
S09°09'13"E 115.66'
S88°05'00"W 70.12'
S88°05'16"W 79.99'
N72°53'06"E 59.20'
N73°24'47"E 92.87'
N73°20'57"E 78.99'
Δ=8°46'30"
R=208.92'
L=32.00'
CHORD=31.98'
N83°09'03"E
164
165
169
170
159
160
161
162
173
174
175
DESCRIPTION:
A parcel of land being part of Lots 171 and 172 of Cambridge Square Subdivision Part 3, found in Plat Book 13, Page 37-39, and also being situated in Section 24, Township 7 South, Range 7 West, Jackson County, Mississippi, for acquired Right-of-Way for the MDOT Martin Bluff Road Widening Project No. STP-9194-00(001) LPA/105069-801000 and being more particularly described as:
Beginning at a found ½" iron pin at the Southwest Corner of Lot 171 of said subdivision of said Section 24; thence run N01°54'34"W 99.78 feet to a set ½" iron pin; thence run N88°03'13"E 97.44 feet to a set ½" iron pin; thence run N10°38'32"W 15.21 feet to a fence post on the Northern Lot Line of said Lot 172; thence run N88°18'32"E 40.00 feet to a found ½" iron pin at the Northeast Corner of said Lot 172; thence run S09°09'13"E 115.66 feet to the Southeast Corner of Lot 172 on the existing Northern Right-of-Way of Martin Bluff Road at a found ½" iron pin; thence run S88°05'16"W 79.99 feet along said Right-of-Way to a found ½" iron pin at the Southwest Corner of Lot 172; thence run S88°05'00"W 70.12 feet back to the POINT OF BEGINNING.
Containing 14,906 Square Feet or 0.34 Acres, more or less.
B. Aron Chesney
B. Aron Chesney, MISSISSIPPI PLS # 02768
Batson and Brown, Inc.
4347 Old Spanish Trail
Gautier, MS 39553
228-522-6353
9/13/17
REVISED 9/13/17
PLAT OF RIGHT-OF-WAY FOR:
CITY OF GAUTIER
MARTIN BLUFF ROAD
BATSON AND BROWN, INC.
CONSULTING ENGINEERS

Assumptions and Limiting Conditions

This appraisal is subject to the following underlying assumptions and limiting conditions:

The appraiser certifies that to the best of his or her acknowledge and belief, the statements contained in this appraisal report, subject to the limiting conditions set forth below are correct.

This appraisal is of the property described in this report.

The appraiser has made no survey of the property and assumes that the areas and dimensions shown herein are correct. Any sketch or identified survey of the property included in this report is only for the purpose of assisting the reader in visualizing the property.

Certain information in this report was obtained from and/or furnished by sources believed to be reliable; however the absolute accuracy of information is not guaranteed. If relevant information or errors come to the attention of the appraiser, the appraiser reserves the right to change, alter, revise, or void the opinions contained in this report in part or in their entirety.

Possession of this report does not imply the right of publication and it may not be used without the consent of the Mississippi Department of Transportation. This report is to be used in its entirety. The appraiser is not responsible if any part of this report is used to the exclusion of the remainder.

I am not familiar with any engineering studies made to determine the bearing capacity of the land or that indicate any mineral contents of a significant nature.

The appraiser has no knowledge of the existence of hazardous materials on the property unless otherwise stated in this report. The appraiser, however, is not qualified to detect such substances. The presence of any such substances, which may be potentially hazardous materials, may affect the value of the property. However, as directed by the client, the Mississippi Department of Transportation, this value estimate is predicated on the assumption that there are no such materials on or in the property that would cause a loss in value.

To the best of my knowledge no portion of the value assigned to the subject property is for items, which are non-compensable according established laws.

This property has been appraised as though free of all liens, unless otherwise stated herein. No responsibility is assumed for matters legal in nature, nor is any opinion of title rendered herewith. Good title is assumed.

Certain background and other relevant information applicable to the appraisal of this property and for this appraisal report is given in the project data brochure, which is incorporated herein by reference.

This appraisal was performed within requirements of regulation, law, and supplemental appraisal standards that are applicable to appraisals performed for governmental acquisitions and thus, certain valuation opinions and conclusions stated in this appraisal report are affected by these requirements. Applicable Mississippi Law is found at Mississippi Code Section 65, Section 43, Section 11, and also found in certain published decisions of the Mississippi Supreme Court as they pertain to property acquisition by Eminent Domain. Applicable Federal Law is found in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et se*q.,* and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24 and further described in *"The Uniform Appraisal Standards for Federal Land Acquisitions",*

The reported value estimate assumed no impact on value because of "Section 404 wetlands", as defined by the U. S. Army Corps of Engineers. The client is urged to seek advice of an expert to determine any potential impact on wetlands on the property.

There are additional assumptions and limiting conditions applicable to this appraisal.

As assumption is being made that the subject property is essentially the same today as it was on the effective date of value or 9/8/2016. The only difference being the items addressed in this letter being a reduction in the area to be acquired and the fact the kennel is no longer in the acquisition area.

Certificate of Appraiser

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct; The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and legal instructions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions;

I have no present or prospective interest in the property appraised and no personal interest or bias with respect to the parties involved;

Neither my engagement or my compensation for completing this appraisal assignment was contingent upon my developing or reporting a predetermined result, predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal;

The real property appraisal documented in this appraisal report was completed in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4601 et seq.), and requirements for appraisals as outlined in 49 CFR 24, Subpart B, dated January 4, 2005. To the extent appropriate under the Laws of the State of Mississippi, the real property appraisal documented in this appraisal report was completed in conformity with the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA), which are compatible with standards and practices of the Appraisal Foundation's Uniform Standards of Professional Appraisal Practice (USPAP), except to the extent that compliance with the Uniform Act, 49 CFR 24, and the UASFLA required invocation of the (USPAP) Jurisdictional Exception Rule in certain instances, so as to conform with the over-riding federal law relating to the valuation of real estate for government acquisition purposes.

This appraisal conforms with the appropriate State laws, regulations, policies, and procedures applicable to the appraisal of rights of way for highway purposes;

Unless expressly stated otherwise in this report, I made a personal inspection of the property appraised and the property owner, or his/her designated represented, was given the opportunity to accompany me on the inspection;

Any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property;

No one provided significant professional assistance to me in the performance of this appraisal except for the following named individuals: Brent Johnson;

I have performed services regarding the subject property within the three (3) year period immediately preceding acceptance of the assignment, as a review appraiser;

I have not revealed the findings and results of this appraisal report to anyone other than the proper officials of the Mississippi Department of Transportation or the Federal Highway Administration, and I will not do so until authorized by the Department or until required by law.

Based upon my independent appraisal review and the exercise of my professional judgment, it is my opinion that the valuation of the subject property is as follows:

Fair Market Value of the Whole Tract (as defined in this report)	**Before**	**$97,000**
Fair Market Value of the Remainder Property	**After**	**$58,470**
The difference between the Fair Market Value of the whole tract and the remainder is		**$38,530**

as of 09/08/2016, and is my opinion of just compensation, for the acquisition of the real property rights described in this appraisal report.

Date **10/20/2017**

Appraiser *(sig.)* John B. Stewart

(name) ***John B. Stewart***

(License) Mississippi General Certified Real Estate Appraiser #231

Establishment of Just Compensation Offer

This document is prepared pursuant to Federal regulation at 49 CFR 24.102(d)

> "*Establishment and offer of just compensation*. Before the initiation of negotiations, the Agency shall establish an amount which it believes is just compensation for the real property. The amount shall not be less than the approved appraisal of the market value of the property, taking into account the value of allowable damages or benefits to any remaining property**.** An Agency official must establish the amount believed to be just compensation"

The property that is the subject of this offer of just compensation is as follows:

Owner: Cecil J. and Deborah A. Conner

Parcel No: 047-01-00-W

Project No: STP-9194-00(001) LPA/105069-801000

County: Jackson

Under the authority conveyed to me by the City of Gautier, Mississippi, and based on the approved appraisal for the above-named property, which is inclusive of all compensable interests, I, *Paula Yancey, City Manager*, do hereby establish the City of Gautier, Mississippi's offer of what is believed to be just compensation for the acquisition of the real property rights specified, in the amount of **$38,530**.

Signed____ Date_______________

NOTICE TO ACQUISITON AGENTS

The "just compensation" figure specified above is the total offer for the property, inclusive of all interests. If more than one interest exists for the property, (T's, Q's, E's), please refer to the appraisal review report for allocation of this "just compensation" figure to the various interests that exist.

Councilman Colledge made the motion to go into closed session to discuss whether or not to go into executive session. **Councilwoman Martin** seconded the motion and the vote carried unanimously.

Councilman Colledge made the motion to go into executive session to discuss litigation with property located at 2525 Highway 90. **Councilman Anderson** seconded the motion and the vote carried unanimously.

Councilman Vaughan made the motion to direct the city attorney to initiate litigation in chancery court against the owners and operators of the Clear Pointe Plaza located at 2525 Highway 90 to require compliance with applicable city ordinances and regulations currently being violated. **Councilwoman Martin** seconded the motion and the vote carried unanimously.

Councilman Colledge made the motion to return to open session. **Councilman Vaughan** seconded the motion and the vote carried unanimously.

Councilman Vaughan made the motion to recess until November 21, 2017 at 6:30 P.M. **Councilman Jackson** seconded the motion and the vote carried unanimously.

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MAYOR

ATTEST:

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CITY CLERK

Submitted for approval of the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 21, 2017.