

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
November 5, 2019 @ 6:30 PM**

I. Call to Order

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

II. Agenda Order Approval

III. Announcements

- 1. Offices closed Monday, November 11, 2019 in observance of Veterans Day**
- 2. Veterans Day Laying of the Wreath Ceremony, November 11th at 11:00 AM (Veterans Tribute Tower)**
- 3. Offices closed Thursday, November 28th and Friday, November 29th in observance of Thanksgiving Day**
- 4. Lights and Lagniappe on the Bayou - Saturday, December 7th at 3:00 pm at Gautier City Hall**

IV. Presentation Agenda

V. Business Agenda

- 1. Authorization to approve Change Order No. 2 for the Bemis Avenue Sewer Project**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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2. Resolution authorizing and directing the issuance of Combined Utility System Revenue Bonds, Series 2019, not to exceed \$6,000,000

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

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

- 1. Authorization to remove office equipment from the Fire Department inventory and declare surplus**
- 2. Approval of minutes from Recessed Council Meeting held October 15, 2019 and Recessed Council Meeting held October 21, 2019.**
- 3. Receive July, August and September 2019 Privilege License Report**
- 4. Authorization to remove four (4) Police Department vehicles from inventory, insurance and declare them as surplus.**
- 5. Authorization to remove seventeen (17) Whelen strobe lights, four (4) Setina prisoner transport cages, and three (3) Setina push bumpers from the Police Department inventory.**
- 6. Approval of a Contract Agreement with Pyro Shows**
- 7. Approval of a Contract Agreement with Eastern Shore Inflatables**
- 8. Authorization to approve a three (3) year contract with Magellan Rx Management to provide pharmacy management services for the City of Gautier Self-Funded Employee Health Plan.**
- 9. Authorization to enter into FY2020 Tidelands Grant Agreement – Mary Walker Bayou Parks Project (FY20-P618-01)**

- 10. Authorization to enter into FY2020 Tidelands Grant Agreement – Shepard State Park Upgrades Project (FY20-P618-02)**
- 11. Acceptance of a 2019 Homeland Security Grant through the Mississippi Department of Public Safety, Office of Homeland Security**
- 12. Authorization to Advertise for Bid for the Martin Bluff Road Sidewalks Project**
- 13. Authorization to Apply for a USDA Rural Development Community Facilities Loan for the Purchase of Police Vehicles**
- 14. Approval of the Permit Application for use and occupancy agreement for the construction or adjustment of a utility within City Road Right-of -Way**
- 15. Approval of water and sewer adjustments dated November 2019 in the amount of \$7,636.07.**

VII. STUDY AGENDA

- 1. Discuss Citizen Comments**
- 2. Discuss Council Comments**
- 3. Discuss City Manager Comments**
- 4. Discuss City Clerk Comments**
- 5. Discuss City Attorney Comments**

Recess until November 19, 2019 at 6:30 pm
www.gautier-ms.gov

**CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
November 5, 2019**

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. **Offices closed Monday, November 11, 2019 in observance of Veterans Day**
2. **Veterans Day Laying of the Wreath Ceremony, November 11th at 11:00 AM (Veterans Tribute Tower)**
3. **Offices closed Thursday, November 28th and Friday, November 29th in observance of Thanksgiving Day.**
4. **Lights and Lagniappe on the Bayou – Saturday, December 7th at 3:00 PM at Gautier City Hall**

NOTES:

STATE OF MISSISSIPPI

Office of the Governor



PROCLAMATION

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

WHEREAS, Veteran's Day annually falls on November 11, which is on Monday this year; and

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 make known that offices of the State of Mississippi shall be closed on Monday November 11, 2019, in further observance of Veteran's Day.

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 16th day of September in the year of our Lord, two thousand and nineteen, and of the Independence of the United States of America, the two hundred and forty-fourth.



**PHIL BRYANT
GOVERNOR**

BY THE GOVERNOR

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

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, 2019 ~ 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

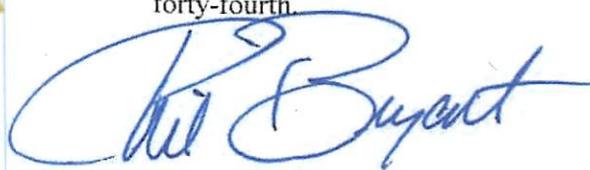
WHEREAS, during the Thanksgiving holiday and Christmas and New Year's season, many state employees will spend time with their families in Mississippi and in other states;

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 28, 2019, in observance of THANKSGIVING DAY; on Wednesday, December 25, 2019, in observance of CHRISTMAS DAY; and on Wednesday, January 1, 2020, 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 29, 2019, in further observance of the Thanksgiving holiday and on Tuesday, December 24, 2019, 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 8th day of October in the year of our Lord, two thousand and nineteen, and of the Independence of the United States of America, the two hundred and forty-fourth.

A handwritten signature in blue ink, reading "Phil Bryant".

**PHIL BRYANT
GOVERNOR**

BY THE GOVERNOR



**Join
the City of Gautier for
Lights & Lagniappe
on the Bayou
Saturday, December 7th
3:00 p.m.
Gautier City Hall**

**Tree Lighting. Pictures with Santa. Fun.
Fireworks. Winter Wonderland
Snow Party . Christmas Festivities**



**CITY OF GAUTIER, MISSISSIPPI
PRESENTATION AGENDA
November 5, 2019**

ITEM DESCRIPTION:

PRESENTATION AGENDA

None

NOTES:

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

Council Meeting:
Title:

November 5, 2019
**Authorization to approve Change Order No. 2 for
the Bemis Avenue Sewer Project**

Introduced by:
Contact Person/Telephone

April Havens 497-8000 ext. 315

Summary Explanation: Authorization to approve Change Order No. 2 for the Bemis Avenue Sewer Project (CDBG Project #1134-18-192-PF-01).

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2019

WHEREAS, the City of Gautier has been awarded \$590,000 in CDBG Public Facilities funding to support the Bemis Avenue Sewer Project; and

WHEREAS, Change Order No. 2 would cover the cost to change subcontractors on asphalt paving. The original subcontractor was rejected by the City due to a poor work record, and the second lowest bidder for the asphalt work costs an additional \$4,680; and

WHEREAS, the change order will increase the contract amount by \$4,680. The contract will increase from \$644,789 to \$649,469.

WHEREAS, Seymour Engineering and Mississippi Development Authority (MDA) have reviewed the change order and recommend approval;

WHEREAS, the Mayor and Members of Council hereby find it is in the best interest of the City of Gautier to approve the change order; and

WHEREAS, the Mayor and Council Members find, consistent with fact, that this change order is necessary and incidental to the completion of the work as originally bid, is commercially reasonable, is not made to circumvent the public purchasing statutes, and that the increase in costs is reasonable;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Change Order No.2 for the Bemis Avenue Sewer Project is hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi,
at the meeting of November 5, 2019.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants Administrator
Date: 10/29/2019
Subject: Bemis Avenue Sewer Project — Change Order No. 2

REQUEST:

The Grants and Projects Department requests that City Council approve Change Order No. 2 for the Bemis Avenue Sewer Project (CDBG Project # 1134-18-192-PF-01).

BACKGROUND:

The City of Gautier has been awarded \$590,000 in CDBG Public Facilities funding to support the Bemis Avenue Sewer Project. The Community Development Block Grant Program provides for a maximum grant amount per project of \$600,000 for cities and counties with a population greater than 3,500 people.

DISCUSSION:

Change Order No. 2 would cover the cost to change subcontractors on asphalt paving. The original subcontractor was rejected by the City due to a poor work record, and the second lowest bidder for the asphalt work costs and additional \$4,680.

The change order will increase the contract amount by \$4,680. The contract will increase from \$644,789 to \$649,469.

Seymour Engineering has reviewed the change order and recommends approval. The Mississippi Development Authority has approved the change order, as well.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve Change Order No. 2 for the Bemis Avenue Sewer Project.

The City Council may:

- 1) Approve Change Order No. 2 as presented; or
- 2) Not approve Change Order No. 2 as presented.

ATTACHMENTS:

1. MDA Approval and Change Order #2



STATE OF MISSISSIPPI
PHIL BRYANT, GOVERNOR
MISSISSIPPI DEVELOPMENT AUTHORITY
GLENN MCCULLOUGH, JR.
EXECUTIVE DIRECTOR

October 21, 2019

Honorable Phil Torjusen
Mayor
City of Gautier
Post Office Box 670
Gautier, Mississippi 39553

SUBJECT: Change Order #2 – City of Gautier
CDBG Project #1134-18-192-PF-01

Dear Mayor Torjusen:

We have received your request for approval of Change Order Number Two (2) for Sewer Improvements. Based on the information submitted, your requests appear reasonable. Please accept this letter as authorization to execute Change Order Number Two (2).

Please remember all Change Orders must be approved by MDA prior to completing the work. If you have any questions or need assistance, please contact Katrina Smith at (601) 359-9316.

Sincerely,

A handwritten signature in black ink, appearing to read "Kristen Chancellor".

Kristen Chancellor
Bureau Manager
Community Services Division

KC:ks

cc: Jason Hicks

Change Order

OWNER:

The City of Gautier
3330 US-90
Gautier, MS 39553

CHANGE ORDER NUMBER: 2**DATE:** October 15, 2019**CONTRACTOR:**

Magnolia Construction Company, L.L.C.
P.O. Box 66096
Baton Rouge, LA 70896

ENGINEER: Seymour Engineering, PLLC**PROJECT TITLE:** Bemis Avenue Sewer
Improvements

SUMMARY:

This Change Order serves to increase the contract amount.

This is a change order to cover the cost for the asphalt paving. The original subcontractor has been rejected by the owner due to a poor work record, and the second lowest bidder for the asphalt paving cost an additional \$4,680.00.

The Change Order will increase the contract amount by \$4,680.00.

THE CONTRACT AMOUNT IS AMENDED AS SHOWN ON THE NEXT PAGE:**TOTAL THIS CHANGE ORDER**

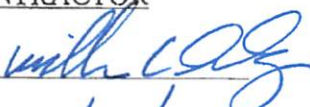
Not valid until signed by the Owner, Engineer and Contractor.

The original Contract Sum	\$	641,514.00
Net change by previously authorized Change Orders	\$	3,275.00
The Contract Sum prior to this Change Order was	\$	644,789.00
The Contract Sum will now Change (+)	\$	4,680.00
The new Contract Sum including this Change Order will be	\$	649,469.00

The Contract Time will not be changed

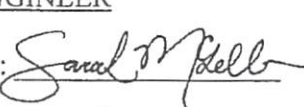
The Date of Substantial Completion as of the date of this Change Order therefore is
December 2, 2019

CONTRACTOR

By: 

Date: 10/16/2019

ENGINEER

By: 

Date: 10/16/2019

OWNER

By: _____

Date: _____

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

Council Meeting: November 5, 2019
Title: Resolution authorizing and directing the issuance of Combined Utility System Revenue Bonds, Series 2019 not to exceed \$6,000,000.

Introduced by:
Contact Person/Telephone City Manager 497-8000 Ext. 306

Summary Explanation: Resolution authorizing and directing the issuance of Combined Utility System Revenue Bonds, Series 2019 not to exceed \$6,000,000.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

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

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

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

Action Taken:

There came on for consideration the matter of the issuance of combined utility system revenue bonds of the City of Gautier, Mississippi and, after a discussion of the subject matter, Council Member _____ offered and moved the adoption of the following resolution:

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI AUTHORIZING AND DIRECTING THE ISSUANCE OF NOT TO EXCEED \$6,000,000 CITY OF GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019; PROVIDING THE FORM OF AND AUTHORIZING THE PUBLICATION OF A NOTICE OF SALE OF SAID REVENUE BONDS; APPROVING THE FORM OF AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT IN CONNECTION WITH SAID REVENUE BONDS; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and City Council of the City of Gautier, Mississippi (the "Governing Body"), acting for and on behalf of the City of Gautier, Mississippi (the "City"), is authorized under the provisions of Sections 21-27-11 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "Act"), to issue revenue bonds of the City in such amounts as it may find necessary and proper and for the purposes set forth in the Act, including, but not limited to, the improvement, repair, and extension of the City's combined waterworks, water supply, sewerage, and sewer disposal facilities (the "System"), funding a debt service reserve fund for such revenue bonds and paying the costs of the sale and issuance of such revenue bonds (the "Project"); and

WHEREAS, the Governing Body has previously caused an estimate to be made of the costs of the Project by competent engineers employed by the City from which estimates the Governing Body finds and determines that the contemplated costs thereof will not exceed Ten Million Dollars (\$10,000,000); and

WHEREAS, the Project is to be done substantially in accordance with plans and specifications prepared by competent engineers employed by the City and approved by the Governing Body; and

WHEREAS, as a result of a study done by such competent engineers, the Governing Body finds and determines that the estimated life of the Project will be at least twenty-five (25) years; and

WHEREAS, the Project is in accordance with the provisions of the Act; and

WHEREAS, as a result of the findings in the study of such competent engineers, the Project and the costs thereof are economically feasible; and

WHEREAS, by resolution adopted on November 21, 2017 (the "Intent Resolution"), the Governing Body found and determined that it is necessary and proper for the City to finance the Project through the issuance, in one or more series, of revenue bonds of the City pursuant to the Act, in a total aggregate principal amount not to exceed Ten Million Dollars (\$10,000,000); and

WHEREAS, as required by the Act, the Intent Resolution was published in *The Mississippi Press*, a newspaper having a general circulation in the City, and being a qualified newspaper under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, once a week for at least three (3) consecutive weeks, the last such publication having been made more than ten (10) days prior to January 2, 2018, said resolution having been published on December 6, 13 and 20, 2017; and

WHEREAS, as of the hour of 6:30 p.m. on January 2, 2018, no qualified elector of the City had filed a written protest or objection of any kind or character against the Project or the issuance of revenue bonds of the City; and

WHEREAS, as of the hour of 6:30 p.m. on January 2, 2018, at the usual meeting place of the Governing Body, all persons present or represented by counsel or otherwise were given the opportunity to be heard concerning the Project or the issuance of revenue bonds of the City and no protest or objection of any kind or character against the Project or the issuance of revenue bonds of the City was presented; and

WHEREAS, pursuant to the provisions of the Act, the Governing Body has determined that it is necessary for the health and well-being of the citizens of the City that the City issue revenue bonds of the City to finance the costs of the Project; and

WHEREAS, on June 1, 2018, the City issued its \$4,000,000 Combined Utility System Revenue Bonds, Series 2018 to finance a portion of the costs of the Projects; and

WHEREAS, the City is authorized to issue its Combined Utility System Revenue Bonds, Series 2019 (the "Bonds") in an aggregate principal amount not to exceed Six Million Dollars (\$6,000,000) for the purpose of providing additional financing for the costs of the Project; and

WHEREAS, the Bonds will be secured by a lien on and payable solely from the Net Revenues (as hereinafter defined) of the System; and

WHEREAS, the Bonds will be issued on a parity with the City's \$3,500,000 (original principal amount) Promissory Note (Gautier, Mississippi Combined Utility System Revenue Project), dated August 13, 2013 (the "2013 Note"), securing the \$3,500,000 (original principal amount) Mississippi Development Bank Special Obligation Bonds, Series 2013 (Gautier, Mississippi Combined Utility System Revenue Project), dated August 13, 2013, and the City's \$4,000,000 (original principal amount) Combined Utility System Revenue Bonds, Series 2018, dated June 1, 2018 (the "Series 2018 Bonds" and together with the 2013 Note, the "Prior Obligations") which are also secured by the Net Revenues of the System; and

WHEREAS, it is necessary, proper and economically feasible that the City issue the Bonds pursuant to the Act for the purposes herein stated and under the procedures hereinafter set forth and as provided by law; and

WHEREAS, the Governing Body is now authorized and empowered by the provisions of the Act to issue the Bonds without an election on the question thereof for the purposes herein stated; and

WHEREAS, the Governing Body is further authorized by the Act to, among other things, sell the Bonds at a public sale (which sale shall be on such terms and in such manner as the Governing shall determine to be in the City's best interest) and to make such other arrangements relating to the Bonds; and

WHEREAS, the issuance of the Bonds does not exceed any statutory or constitutional limitation; and

WHEREAS, there are no other available funds on hand or from regular sources of income for such purposes; and

WHEREAS, there has been prepared and submitted to this meeting the form of a preliminary official statement (the "Preliminary Official Statement") describing the Bonds, the sale of the Bonds, the City, the System and other related matters; and

WHEREAS, it appears that the Preliminary Official Statement, which is now before the Governing Body, is in appropriate form and is an appropriate document for the purposes identified; and

WHEREAS, it is necessary and advisable and in the best interest of the City for the Governing Body, acting for and on behalf of the City, to issue the Bonds as hereinafter provided.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

SECTION 1. Each and all of the facts and findings set forth in the premises clauses of this resolution are hereby found and determined to be true and accurate and are incorporated herein by this reference thereto as though set forth again in words and figures.

SECTION 2. Pursuant to the provisions of the Act, the Governing Body is authorized and empowered to issue the Bonds on behalf of the City without an election on the question of the issuance thereof at any time within a period of two (2) years after January 2, 2018.

SECTION 3. The Governing Body does hereby find and declare that the sale and issuance of not to exceed Six Million Dollars (\$6,000,000) aggregate principal amount Combined Utility System Revenue Bonds, Series 2019 of the City to raise money for the purpose of providing financing for the Project is necessary and advisable and conforms to the Act and does hereby authorize and direct the sale and issuance of the Bonds.

SECTION 4. The costs of the Project shall not exceed Six Million Dollars (\$6,000,000) and the estimated life of the Project is at least twenty-five (25) years.

SECTION 5. The principal of and interest on the Bonds shall be payable solely from the revenues derived and to be derived from the operation of the System after payment of the reasonable and necessary expense of operating and maintaining the System and the debt service on any State Revolving Fund Loans existing on the date of issuance of the Bonds (the "Net

Revenues"). The Bonds shall not constitute an indebtedness of the City within the meaning of any statutory or charter restriction, limitation, or provision, and the taxing power of the City will not be pledged to the payment of the Bonds, but the same, together with the interest thereon, shall be payable solely from the Net Revenues of the System. The Bonds are being issued on parity with the Prior Obligations.

SECTION 6. The Mayor of the City (the "Mayor") and the Clerk of the City (the "Clerk") are each hereby appointed representatives of the City (the "Representatives") for the purposes of preparing, on behalf of the City, for the sale and issuance of the Bonds in accordance with the terms and provisions of this resolution and the applicable requirements of the Act.

SECTION 7. The Representatives, Butler Snow LLP, Ridgeland, Mississippi ("Bond Counsel"), Bordis & Danos, PLLC, Ocean Springs, Mississippi ("City Counsel"), and Government Consultants, Inc., Madison, Mississippi (the "Municipal Advisor"), are hereby authorized and directed to carry out their respective responsibilities as set forth in this resolution.

SECTION 8. The Representatives are hereby authorized and directed (a) to take such actions and do such things as they shall deem appropriate and lawful to expedite the sale and issuance of the Bonds, (b) to authorize Bond Counsel, City Counsel and the Municipal Advisor to take such actions and do such things as the Representatives shall deem appropriate and lawful to expedite the sale of the Bonds, and (c) to take such actions and do such things as the Representatives shall deem appropriate to comply with the applicable requirements of the Act.

SECTION 9. The Project shall be accomplished in general accordance with the plans and specifications therefor prepared and recommended by the engineer or engineering firm or firms employed by the City in connection with the Project.

SECTION 10. The Bonds are hereby authorized, ordered and directed to be issued in the principal amount of not to exceed Six Million Dollars (\$6,000,000) to raise money for the Project. The principal of and the interest on the Bonds shall be payable in accordance with and as authorized by this resolution, subsequent resolution of the Governing Body and the Act. The Bonds shall be registered as to both principal and interest; shall be dated the date of their delivery; shall be issued in the denomination of \$5,000 each, or integral multiples thereof up to the amount of a single maturity; shall be numbered from one upward in the order of issuance; and shall mature annually and become due and payable, with option of prior payment, as provided by subsequent resolution of the Governing Body; provided, however, that the final maturity for the Bonds shall be no later than twenty (20) years from their date of issuance unless earlier redeemed. The Bonds shall bear interest from the date thereof, payable semiannually, at a rate or rates of interest not to exceed thirteen percent (13%) per annum, as allowed by Section 75-17-103, Mississippi Code of 1972, as amended and supplemented.

SECTION 11. The Bonds shall be offered for sale on sealed bids pursuant to the Notice of Bond Sale set forth in Section 12 of this resolution and shall be sold pursuant to a subsequent resolution of the Governing Body. No Bond shall bear more than one (1) rate of interest; each Bond shall bear interest from its date to its stated maturity date at the interest rate specified in the winning bid; all Bonds of the same maturity shall bear the same rate of interest from date to

maturity; and the lowest interest rate specified shall not be less than seventy percent (70%) of the highest interest rate specified. Each interest rate specified in any bid for the Bonds must be a multiple of one-eighth of one percent (1/8 of 1%) or one-tenth of one percent (1/10 of 1%) and a zero rate of interest cannot be named. In no event shall the Bonds be issued at a rate of interest in excess of that allowed under applicable law and the Bonds and bids therefore shall in all other respects comply with the requirements of the Act.

SECTION 12. As required by Section 31-19-25, Mississippi Code of 1972, as amended and supplemented from time to time, and subject to the provisions of Section 16 hereof, the Clerk and Bond Counsel are hereby authorized and directed to give notice of the sale of the Bonds (the "Notice of Bond Sale") by publishing an advertisement at least two (2) times in *The Mississippi Press*, a newspaper having a general circulation in the City, the first publication thereof to be made at least ten (10) days preceding the date fixed for the receipt of bids for the purchase of the Bonds. Such Notice of Bond Sale and the Official Bid Form for the Bonds shall be in substantially the following forms:

NOTICE OF BOND SALE

\$6,000,000

**CITY OF GAUTIER, MISSISSIPPI
COMBINED UTILITY SYSTEM REVENUE BONDS,
SERIES 2019**

NOTICE IS HEREBY GIVEN that the Mayor and City Council (the "Governing Body") of the City of Gautier, Mississippi (the "City") will receive sealed bids in the Office of the City Clerk in the City Hall of the City located at 3330 Highway 90 in the City until the hour of 4:30 p.m. on December 3, 2019, at which time said bids will be publicly opened by the City Clerk and read for the purchase at not less than par plus accrued interest, if any, to the date of delivery of \$6,000,000 aggregate principal amount City of Gautier, Mississippi Combined Utility System Revenue Bonds, Series 2019 (the "Bonds"). Award of the sale of the Bonds will be made by the Governing Body at their meeting to be held at 6:30 p.m. on said date.

THE BONDS: The Bonds will be dated the date of delivery thereof; will be delivered in definitive form as registered Bonds; will be in the denominations of \$5,000 or any integral multiple thereof; will be numbered from one upward in the order of issuance; will be payable as to principal at a bank or banks to be designated by the City to serve as paying and transfer agent for the Bonds; and will bear interest, payable semiannually on June 1 and December 1 of each year, commencing December 1, 2020, at the rate or rates of interest specified in the bid submitted by the successful bidder in accordance with this Notice of Bond Sale.

The Bonds will be issued in registered, book-entry-only form and all bidders for the Bonds must be participants of The Depository Trust Company, New York, New York ("DTC"), or affiliated with its participants. The Bond certificates will be deposited with DTC. DTC will be responsible for maintaining a book-entry system for recording the interests of its participants and for the transfer of the interests among its participants. The participants will be responsible for maintaining records regarding the beneficial ownership interests in the Bonds on behalf of the

individual purchasers. Individual purchases may be made in the principal amount of \$5,000 or any multiple thereof through book entries made on the books and records of DTC and its participants. Unless the book-entry-only system is discontinued, Bond principal and interest payments will be made by the City to DTC through the Paying and Transfer Agent. DTC will then be responsible for distributing such payments to DTC participants for subsequent remittance to the owners of beneficial interests in the Bonds. Payment of principal and interest on the Bonds to DTC is the responsibility of the City, disbursement of such payments to DTC participants shall be the responsibility of DTC, and disbursements of such payments to the owners of beneficial interests shall be the responsibility of DTC participants and not the responsibility of the City. The City will have no responsibility or obligation to DTC participants or owners of beneficial interests in the Bonds, with respect to the payment by DTC or any DTC participants, of the principal of or interest on the Bonds or the providing of notice to DTC participants or owners of beneficial interests in the Bonds or with respect to: (a) the accuracy of any records maintained by DTC or any DTC participant; or (b) any consent given or other action taken by DTC as owner of the Bonds.

MATURITIES: The Bonds will mature on December 1 in the years and in the principal amounts shown below:

Year	Principal Amount	Year	Principal Amount
2020	\$205,000	2030	\$300,000
2021	215,000	2031	310,000
2022	220,000	2032	320,000
2023	230,000	2033	335,000
2024	240,000	2034	345,000
2025	250,000	2035	360,000
2026	260,000	2036	375,000
2027	265,000	2037	385,000
2028	280,000	2038	400,000
2029	290,000	2039	415,000

REDEMPTION: The Bonds maturing December 1, 2030 and thereafter will be subject to redemption prior to their respective maturities, at the option of the City, on and after December 1, 2029, either in whole or in part on any date, as selected by the City among maturities, and by lot within each maturity, at the principal amount thereof, together with accrued interest to the date fixed for redemption and without premium.

AUTHORITY AND SECURITY: The Bonds will be issued pursuant to the provisions of Sections 21-27-11 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "Act"). The Bonds are to be secured by a lien on and payable from the revenues derived and to be derived from the operation of the combined waterworks, water supply, sewerage, and sewer disposal facilities of the City (the "System") after payment of the reasonable and necessary expense of operating and maintaining the System and the debt service on any State Revolving Fund Loans existing on the date of issuance of the Bonds (the "Net Revenues") and other security pledged for the Bonds. The Bonds are not general obligations of the City and the

full faith, credit and taxing power of the City are not being pledged to the payment of the Bonds or interest thereon. The Bonds are being issued on parity with the City's \$3,500,000 Promissory Note (Gautier, Mississippi Combined Utility System Revenue Project), dated August 13, 2013, securing the \$3,500,000 Mississippi Development Bank Special Obligation Bonds, Series 2013 (Gautier, Mississippi Combined Utility System Revenue Project), dated August 13, 2013, and the City's \$4,000,000 Combined Utility System Revenue Bonds, Series 2018, dated June 1, 2018 (together, the "Prior Obligations").

The resolution under which the Bonds are being issued allows under certain circumstances for Additional Bonds to be issued by the City on parity with the Bonds and the Prior Obligations and secured by a parity lien on such Net Revenues and such Additional Bonds would be payable ratably from such Net Revenues along with the Bonds and the Prior Obligations.

PURPOSE: The Bonds are being issued to provide funds for the purpose of financing the improvement, repair, and extension of the System, funding a debt service reserve fund for the Bonds and paying the costs of the sale and issuance of the Bonds.

FORM OF BIDS: Bids should be addressed to the Governing Body and should be plainly marked "Bid for Combined Utility System Revenue Bonds, Series 2019, of the City of Gautier, Mississippi," and should be filed with the City Clerk on or prior to the date and hour hereinabove named. All bids should be submitted on the form prepared by the City, copies of which may be obtained from the City Clerk at City Hall, 3330 Highway 90, Gautier, Mississippi 39553.

INTEREST RATE AND BID RESTRICTIONS: The Bonds shall be sold at par plus accrued interest and shall not bear a greater overall maximum interest rate to maturity than thirteen percent (13%) per annum, nor shall the interest rate for any one maturity exceed thirteen percent (13%) per annum. No Bond shall bear more than one (1) rate of interest; each Bond shall bear interest from its date to its stated maturity date at the interest rate specified in the bid; all Bonds of the same maturity shall bear the same rate of interest from date to maturity; and the lowest interest rate specified shall not be less than seventy percent (70%) of the highest interest rate specified. Each interest rate specified in any bid must be a multiple of one-eighth of one percent ($\frac{1}{8}$ of 1%) or one-tenth of one percent ($\frac{1}{10}$ of 1%) and a zero rate of interest cannot be named. All bids must comply fully with the terms and provisions of the Act.

GOOD FAITH DEPOSIT: Each bid must be accompanied by a cashier's check, certified check, or exchange, issued or certified by a bank located in the State of Mississippi, payable to the City of Gautier, Mississippi, in the amount of One Hundred Twenty Thousand Dollars (\$120,000.00) as a guaranty that the bidder will carry out its contract and purchase the Bonds if its bid is accepted. All checks of unsuccessful bidders will be returned immediately on award of the Bonds. If the successful bidder fails to purchase the Bonds pursuant to its bid and contract, then the amount of such good faith check shall be retained by the City as liquidated damages for such failure. No interest will be allowed on the amount of the good faith deposit.

BIDDER'S OPTION BOND INSURANCE: The City has applied for bidder's option bond insurance. Bidders should directly contact the City's financial advisor, Government Consultants, Inc., 116 Village Boulevard, Madison Mississippi 39110, telephone: (601)982-0005, attention: Mr. Steve Pittman, for further information prior to the sale date.

AWARD OF BONDS: The award, if any, will be made to the bidder complying with the terms of sale and offering to purchase the Bonds at the lowest net interest cost to the City, which shall be determined by computing the aggregate interest on the Bonds over the life of the issue at the rate or rates of interest specified by the bidder, less premium offered, if any. It is requested that each bid be accompanied by a statement of the net interest cost (computed to six decimal places), but such statement will not be considered a part of the bid. All bids shall remain firm for three (3) hours after the time specified for the opening of bids, and an award of the Bonds, or rejection of bids, will be made by the Governing Body within said period of time.

RIGHT OF REJECTION, CANCELLATION: The Governing Body reserves the right to reject any or all bids submitted, as well as to waive any irregularity or informality in any bid. The successful bidder shall have the right, at its option, to cancel its agreement to purchase the Bonds if the Bonds are not tendered for delivery within sixty (60) days from the date of sale thereof, and in such event the Governing Body shall return to said bidder its good faith deposit. The Governing Body shall have the right, at its option, to cancel its agreement to sell the Bonds if within five (5) days after the tender of the Bonds for delivery the successful bidder shall not have accepted delivery of and paid for the Bonds, and in such event the Governing Body shall retain the successful bidder's good faith deposit as liquidated damages as hereinabove provided.

PAYING AGENT, TRANSFER AGENT, AND REGISTRAR: The Governing Body will designate a bank or banks in the State of Mississippi to serve as paying agent, transfer agent and registrar (the "Paying and Transfer Agent") for the Bonds. The Paying and Transfer Agent shall be subject to change by order of the Governing Body under the conditions and in the manner provided in the resolution under which the Bonds are issued. Both principal of and interest on the Bonds will be payable by check or draft mailed to registered owners of the Bonds as of the 15th day of the month preceding the maturity date for such principal or interest payment at the addresses appearing in the registration records of the City maintained by the Paying and Transfer Agent. The Bonds will be transferable only upon the records of the Paying and Transfer Agent, and the payment of principal at maturity shall be conditioned on the proper presentation and surrender of the Bonds to the Paying and Transfer Agent.

PRELIMINARY OFFICIAL STATEMENT: Bidders must acknowledge in their respective bids that they have received and reviewed the City's preliminary official statement related to the issuance of the Bonds (the "Preliminary Official Statement"). The City deems the Preliminary Official Statement to be "final" as described in SEC Rule 15c2-12(b)(1) for the purposes of such Rule. Upon award of the Bonds to the successful bidder, the City will prepare a final official statement in connection with the Bonds (the "Official Statement") in substantially the form of the Preliminary Official Statement, subject to minor amendments and supplementations. A reasonably sufficient number of Official Statements will be made available to the successful bidder at the expense of the City within seven (7) business days of the award of the Bonds to such bidder. Copies of the Preliminary Official Statement may be obtained from

Ms. Cindy Russell, City Clerk, City of Gautier, 3330 Highway 90, Gautier, Mississippi 39553 telephone: (228)497-8000, or the City's financial advisor, Government Consultants, Inc., 116 Village Boulevard, Madison Mississippi 39110, telephone: (601)982-0005, attention: Mr. Steve Pittman.

The successful bidder must file the Official Statement with a nationally recognized municipal securities information repository (a "Repository") at the earliest practicable date after the date of delivery of the Bonds as required by SEC Rule 15c2-12 and must notify the City of the date which is the "end of the underwriting period" within the meaning of such SEC Rule 15c2-12.

In order to assist bidders in complying with SEC Rule 15c2-12(b)(5), the City, pursuant to a resolution of the Governing Body and a continuing Disclosure Certificate, will agree to provide annual reports and notices of certain events. A summary of the City's procedures with regard to continuing disclosure is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement.

SUCCESSFUL BIDDERS: The successful bidder shall assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at the closing for the Bonds an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, in a form reasonably required by the City and Bond Counsel.

The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the "competitive sale requirements") because:

- (a) the City shall disseminate this Notice of Bond Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (b) all bidders shall have an equal opportunity to bid;
- (c) the City may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (d) the City anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in this Notice of Bond Sale.

Any bid submitted pursuant to this Notice of Bond Sale shall be considered a firm offer for the purchase of the Bonds, as specified in the bid.

In the event that the competitive sale requirements are not satisfied, the City shall so advise the winning bidder. The City shall treat the first price at which 10% of a maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity, applied on a maturity-by-maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity). The winning bidder shall advise the City if any

maturity of the Bonds satisfies the 10% test as of the date and time of the award of the Bonds. The City will not require bidders to comply with the "hold-the-offering-price rule" and therefore does not intend to use the initial offering price to the public as of the sale date of any maturity of the Bonds as the issue price of that maturity. Bids will not be subject to cancellation in the event that the competitive sale requirements are not satisfied. Bidders should prepare their bids on the assumption that all of the maturities of the Bonds will be subject to the 10% test in order to establish the issue price of the Bonds.

If the competitive sale requirements are not satisfied, then until the 10% test has been satisfied as to each maturity of the Bonds, the winning bidder agrees to promptly report to the City the prices at which the unsold Bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the closing of the Bonds has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold.

By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public, if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder or such underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public, if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Bond Sale. Further, for purposes of this Notice of Bond Sale:

(a) "public" means any person other than an underwriter or a related party,

(b) "underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(c) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(d) "sale date" means the date that the Bonds are awarded by the City to the winning bidder.

DELIVERY: The successful bidder must designate within five (5) days of the date of sale, or at such other later date as may be designated by the Governing Body, the names and addresses of the registered owners of the Bonds and the denominations in which the Bonds of each maturity are to be issued. If the successful bidder fails to submit such information within the required time, one Bond may be issued for each maturity in the full amount maturing on that date registered in the name of the successful bidder. The Bonds will be delivered at a place to be designated by the purchaser and without cost to the purchaser, and payment therefor shall be made in immediately available funds.

CUSIP NUMBER: It is anticipated that CUSIP identification numbers will be secured and printed on the Bonds, but neither the failure to secure or print such numbers on any Bond nor any error with respect thereto shall constitute cause for failure or refusal by the successful bidder to accept delivery of and pay for the Bonds in accordance with its agreement to purchase the Bonds. All expenses in relation to the printing of CUSIP numbers on the Bonds shall be paid for by the City; provided, however, that the CUSIP Global Services charge for the assignment of said numbers shall be paid for by the successful bidder.

LEGAL OPINION; CLOSING DOCUMENTS, ETC.: In the opinion of Butler Snow LLP ("Bond Counsel"), assuming compliance by the City with certain tax covenants, under existing statutes, regulations, rulings and court decisions, interest on the Bonds is excludable from gross income for federal income tax purposes. Interest on the Bonds is not a specific preference item for purposes of the federal alternative minimum tax. Bond Counsel will express no other opinion regarding other federal tax consequences resulting from the ownership, receipt or accrual of interest on or disposition of the Bonds. In addition, Bond Counsel is further of the opinion that under and pursuant to the Act, the Bonds and interest thereon are exempt from income taxation in the State of Mississippi.

The Bonds are **NOT** being issued as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended and supplemented from time to time.

The final approving opinion of Bond Counsel, relating to the validity and tax exemption of the Bonds, together with a non-litigation certificate of the City dated the date of delivery of

the Bonds, and a transcript of the proceedings relating to the Bonds will be delivered to the successful bidder without charge

FURTHER INFORMATION: Further information with respect to the Bonds may be obtained from Ms. Cindy Russell, City Clerk, City of Gautier, 3330 Highway 90, Gautier, Mississippi 39553 telephone: (228)497-8000, or the City's financial advisor, Government Consultants, Inc., 116 Village Boulevard, Madison Mississippi 39110, telephone: (601)982-0005, attention: Mr. Steve Pittman.

DATED: November 5, 2019

CITY OF GAUTIER, MISSISSIPPI

By /s/Cindy Russell
City Clerk

OFFICIAL BID FORM

\$6,000,000
CITY OF GAUTIER, MISSISSIPPI
COMBINED UTILITY SYSTEM REVENUE BONDS,
SERIES 2019

December 3, 2019

Mayor and City Council
City of Gautier
3330 Highway 90, Gautier, Mississippi 39553
Gautier, Mississippi 38655

Ladies and Gentlemen:

For Six Million Dollars (\$6,000,000) aggregate principal amount of Combined Utility System Revenue Bonds, Series 2019 (the "Bonds") of the City of Gautier, Mississippi (the "City"), bearing interest at the rate or rates specified below, we will pay you the aggregate par value thereof of \$6,000,000.00 plus a premium of \$_____. The Bonds will be dated and bear interest from the date of delivery thereof and will mature on December 1 in the years set forth in the Notice of Bond Sale, dated November 5, 2019, in connection with the Bonds (the "Notice of Bond Sale").

The Bonds maturing on December 1 in the years indicated shall bear interest at the rates set opposite each, as follows:

Year	Principal Amount	Interest Rate/ Coupon	Year	Principal Amount	Interest Rate/ Coupon
2020	\$205,000	_____	2030	\$300,000	_____
2021	215,000	_____	2031	310,000	_____
2022	220,000	_____	2032	320,000	_____
2023	230,000	_____	2033	335,000	_____
2024	240,000	_____	2034	345,000	_____
2025	250,000	_____	2035	360,000	_____
2026	260,000	_____	2036	375,000	_____
2027	265,000	_____	2037	385,000	_____
2028	280,000	_____	2038	400,000	_____
2029	290,000	_____	2039	415,000	_____

The following is a computation of the net interest cost and average annual net interest rate (calculated in accordance with the provisions of the Notice of Bond Sale), respectively, in the above bid and is submitted for information purposes only and is not a part of this bid unless it is in conformity with the above enumerated interest rates and premium, if any.

Gross Interest Cost \$ _____
Less Premium..... _____
Net Interest Cost _____
Average Annual Net Interest Rate %

This bid is subject to all of the terms and conditions of the Notice of Bond Sale, which Notice of Bond Sale by this reference thereto is hereby made a part hereof.

We hereby acknowledge that we have received and reviewed the Preliminary Official Statement of the City, dated November ____, 2019, prepared in connection with the Bonds.

A CERTIFIED OR CASHIER'S CHECK, DRAWN UPON A BANK LOCATED WITHIN THE STATE OF MISSISSIPPI, PAYABLE TO THE ORDER OF THE CITY OF GAUTIER, IN THE AMOUNT OF ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000.00) accompanies this bid as evidence of good faith and said good faith deposit shall be returned to the undersigned if this bid is not accepted, or if the City should fail to deliver the Bonds to the undersigned in accordance with the terms of the Notice of Bond Sale; otherwise said good faith deposit shall be held by the City and shall be applied as and when the Bonds are delivered and paid for under the terms of this bid, as part payment therefor, or be applied as and for liquidated damages in the event that the undersigned fails to take up and pay for the Bonds in accordance with the terms of the Notice of Bond Sale. Pending the application of the good faith deposit of the successful bidder as aforesaid, such deposit may be invested in direct obligations of, or obligations guaranteed by, the United States of America or in repurchase agreements with banks fully secured by such obligations, and the City shall be entitled to any income from any such investment.

This bid is for immediate acceptance.

Bidder ¹ _____

By _____
(Print Name)

(Signature)

Address _____

Telephone Number _____

(Note: No addition to or alteration in this bid is to be made, and any erasure may cause a rejection of this bid. Bids must be filed with the Mayor and City Council of the City of Gautier, Mississippi in the Office of the City Clerk in the City Hall located at 3330 Highway 90, Gautier, Mississippi 39553 attention: Ms. Cindy Russell, City Clerk, sealed and worded on the outside, in substance, "Bid for City of Gautier, Mississippi Combined Utility System Revenue Bonds, Series 2019," before 4:30 o'clock p.m., Mississippi time, on December 3, 2019. No interest will be allowed the bidder on the good faith deposit which accompanies this bid.)

ACCEPTANCE

The above bid accepted by the Mayor and City Council of the City of Gautier, Mississippi, this 3rd day of December, 2019, and receipt of the within mentioned check is hereby acknowledged.

CITY OF GAUTIER, MISSISSIPPI

By _____
Mayor

Attest:

City Clerk

Return of the good faith check is hereby acknowledged.

By _____

Title _____

¹ Please list on an exhibit all members, if any, of your syndicate.

SECTION 13. The Clerk shall obtain from the publisher of the aforesaid newspaper the customary publisher's affidavit proving publication of said Notice of Sale for the time and in the manner required by law, and such proof of publication shall be filed in the Clerk's office and exhibited before the Governing Body on the date fixed for the receipt of bids for the purchase of the Bonds.

SECTION 14. Pursuant to SEC Rule 15c2-12(b)(5), the City covenants and agrees to provide to the original purchaser of the Bonds a continuing disclosure certificate, dated the date of issuance and delivery of the Bonds, setting forth the City's agreement with regard to continuing disclosure (the "Continuing Disclosure Certificate"), and to comply with the covenants set forth therein and carry out all of the provisions of the Continuing Disclosure Certificate. In the event the City fails to comply with the provisions of the Continuing Disclosure Certificate, any registered owner may take such actions as may be necessary and appropriate, including mandamus or specific performance by court order, to cause the City to comply with its obligations set forth in the Continuing Disclosure Certificate and this Section.

SECTION 15. The Preliminary Official Statement in the form attached hereto as Exhibit A, is hereby approved in substantially said form. The Representatives are hereby authorized and directed to make all final determinations necessary to prepare the Preliminary Official Statement for distribution and to distribute and furnish to prospective bidders for the Bonds, and to other interested persons, the Preliminary Official Statement and such other materials and information convenient to the public advertising of the sale and the sale of the Bonds and, to the successful bidder(s) for the Bonds, a final Official Statement relating to the Bonds. The City deems the Preliminary Official Statement to be "final" as described in SEC Rule 15c2 12(b)(1) for the purposes of such Rule.

SECTION 16. The Mayor, upon the advice of Bond Counsel, City Counsel and the Municipal Advisor, is hereby authorized and directed to make all final determinations necessary to prepare (a) the Notice of Bond Sale for publication, including the par amount of the Bonds, the date of sale, the dated date of the Bonds, the payment dates of the Bonds, the maturity schedule relating to the Bonds, the redemption terms of the Bonds and any other terms thereof, and (b) the Official Bid Form; provided, however, that such determinations shall be subject to ratification by the Governing Body. The proper officers and members of the Governing Body are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of this resolution and are further authorized to take any and all further actions and execute and deliver any and all other documents and certificates as may be necessary or desirable in connection with the issuance of the Bonds, the Preliminary Official Statement, a final Official Statement or other documents necessary to conclude the sale and issuance of the Bonds and to document the City's compliance with the Act and the Internal Revenue Code of 1986, as amended and supplemented from time to time.

SECTION 17. All acts and doings of the officers and members of the Governing Body which are in conformity with the purposes and intents of this resolution and in furtherance of the sale and issuance of the Bonds and the execution, delivery and performance of the Official Statement, shall be, and the same hereby are, in all respects approved and confirmed.

SECTION 18. The Bonds shall be sold and issued pursuant to this and subsequent resolutions of the Governing Body.

SECTION 19. In the event that any scrivener's errors shall be discovered in this resolution after the adoption hereof, but prior to the issuance of the Bonds, the Governing Body hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this resolution prior to the issuance of the Bonds.

SECTION 20. All resolutions or parts thereof in conflict herewith, to the extent of such conflict only, are hereby repealed.

SECTION 21. This resolution shall become effective immediately upon the adoption hereof.

SECTION 22. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

Council Member _____ seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Mayor Phil Torjusen	Voted: ____
Councilwoman Mary Martin	Voted: ____
Councilman Cameron B. George	Voted: ____
Councilman Richard "DJ" Jackson	Voted: ____
Councilman Casey Vaughan	Voted: ____
Councilman Charles "Rusty" Anderson	Voted: ____
Councilman Adam Colledge	Voted: ____

The motion having received the affirmative vote of a majority of the members of the Governing Body present, being a quorum of said Governing Body, the Mayor declared the motion carried and the resolution adopted this 5th day of November, 2019.

(SEAL)

CITY OF GAUTIER MISSISSIPPI

By _____
Mayor

Attest:

City Clerk

49816382.v1

EXHIBIT A

FORM OF PRELIMINARY OFFICIAL STATEMENT

This Preliminary Official Statement and certain of the information contained herein is in a form deemed final for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (except for the omission of certain information permitted to be omitted under Rule 15c2-12(b)(1)). This Preliminary Official Statement and the information contained herein are subject to revisions, completion or amendment in the final Official Statement. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT
Dated November __, 2019

**ONE (1) NEW ISSUE
BOOK-ENTRY ONLY**

In the opinion of Butler Snow LLP, Ridgeland, Mississippi ("Bond Counsel"), under existing laws, regulations, rulings and judicial decisions and assuming the accuracy of certain representations and continuous compliance with certain covenants described herein, interest on the Series 2019 Bonds (as defined herein) is excludable from gross income for federal tax purposes pursuant to Section 103 of the Code (as defined herein), and such interest is not a specific preference item for purposes of the federal alternative minimum tax. Bond Counsel is further of the opinion that under existing laws, regulations, rulings and judicial decisions, interest on the Series 2019 Bonds is exempt from income taxation in the State of Mississippi. See "TAX MATTERS" herein and APPENDIX E - FORM OF OPINION OF BOND COUNSEL attached hereto.

\$6,000,000
CITY OF GAUTIER, MISSISSIPPI
COMBINED UTILITY SYSTEM REVENUE BONDS,
SERIES 2019

Dated: Date of Delivery

Due: December 1, as shown on the inside cover

Interest on the \$6,000,000 City of Gautier, Mississippi Combined Utility System Revenue Bonds, Series 2019 (the "Series 2019 Bonds") will be payable semiannually on June 1 and December 1 of each year, commencing December 1, 2020. The Series 2019 Bonds are being issued by the City of Gautier, Mississippi (the "City") to raise money for the purpose of (a) financing the cost of the improvement, repair, and extension of the City's combined waterworks, water supply, sewerage, and sewer disposal facilities (the "System"), (b) funding a debt service reserve fund for the Series 2019 Bonds, and (c) paying the costs of the sale and issuance of the Series 2019 Bonds. The Mayor and City Council of the City will designate a bank or banks to serve as paying agent, transfer agent and registrar of the Series 2019 Bonds (the "Paying Agent").

The Series 2019 Bonds will be issued as fully registered bonds in denominations of \$5,000 or any integral multiple thereof and registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York, which will act as securities depository for the Series 2019 Bonds under a book-entry-only system, as described herein. So long as the Series 2019 Bonds are held in book-entry form, beneficial owners of Series 2019 Bonds will not receive physical delivery of bond certificates.

The principal of, and interest on, the Series 2019 Bonds will be payable by the Paying Agent to DTC, which will in turn remit such principal and interest to its Direct Participants (as defined herein) and Indirect Participants (as defined herein), which will in turn remit such principal, and interest to the beneficial owners of the Series 2019 Bonds. If the date for payment is not a business day, then the payment shall be made on the next succeeding business day with the same force and effect as if made on the payment date. See "DESCRIPTION OF THE SERIES 2019 BONDS – Book-Entry Only System" herein.

The Series 2019 Bonds will be special obligations of the City payable solely from and secured by a lien on the Net Revenues (as defined herein) as collected and received by the City from the operation and ownership of the System. The Series 2019 Bonds are issued on parity with the Utility Bonds (as defined herein) and any Additional Bonds (as defined herein). The Series 2019 Bonds shall not constitute an indebtedness of the City within the meaning of any constitutional or statutory restriction, limitation or provision, and the full faith, credit and taxing power of the City is not pledged to the payment of the Series 2019 Bonds, either as to principal or interest.

The Series 2019 Bonds will be subject to redemption prior to maturity as provided herein. See "DESCRIPTION OF THE SERIES 2019 BONDS – Redemption Provisions."

The Series 2019 Bonds are **NOT** being issued as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended and supplemented from time to time.

The Series 2019 Bonds are offered subject to the final approving opinion of Butler Snow LLP, Ridgeland, Mississippi, Bond Counsel. Certain legal matters will be passed upon for the City by its counsel, Bordis & Danos, PLLC, Ocean Springs, Mississippi. Government Consultants, Inc., Madison, Mississippi, serves as the Municipal Advisor to the City in connection with the sale and issuance of the Series 2019 Bonds. It is expected that delivery of the Series 2019 Bonds in definitive form will be made in New York, New York, on or about _____, 2019.

Dated: December __, 2019

\$6,000,000
CITY OF GAUTIER, MISSISSIPPI
COMBINED UTILITY SYSTEM REVENUE BONDS,
SERIES 2019

MATURITY SCHEDULE

Year (December 1)	Principal Amount	Interest Rate	Yield	CUSIPS¹
2020	\$205,000			
2021	215,000			
2022	220,000			
2023	230,000			
2024	240,000			
2025	250,000			
2026	260,000			
2027	265,000			
2028	280,000			
2029	290,000			
2030	300,000			
2031	310,000			
2032	320,000			
2033	335,000			
2034	345,000			
2035	360,000			
2036	375,000			
2037	385,000			
2038	400,000			
2039	415,000			

¹ CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services ("CGS"), which is managed for the American Bankers Association by S&P Capital IQ. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP services. The assignment of a CUSIP number to the Series 2019 Bonds by CGS is not intended to be, and should not be construed as, an endorsement of the Series 2019 Bonds, a recommendation to purchase, sell or hold the Series 2019 Bonds or an opinion as to the legal validity of the Series 2019 Bonds.

CITY OF GAUTIER, MISSISSIPPI

MAYOR AND CITY COUNCIL

Phil Torjusen, *Mayor*
Mary Martin, *Councilwoman*
Cameron B. George, *Councilman*
Richard "DJ" Jackson, *Councilman*
Casey Vaughan, *Councilman*
Charles "Rusty" Anderson, *Councilman*
Adam Colledge, *Councilman*

CITY CLERK

Cindy Russell

GENERAL COUNSEL

Bordis & Danos, PLLC
Ocean Springs, Mississippi

MUNICIPAL ADVISOR

Government Consultants, Inc.
Madison, Mississippi

BOND COUNSEL

Butler Snow LLP
Ridgeland, Mississippi

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OFFICIAL STATEMENT SUMMARY

THE OFFERING

\$6,000,000
CITY OF GAUTIER, MISSISSIPPI
COMBINED UTILITY SYSTEM REVENUE BONDS,
SERIES 2019)

The Issuer	City of Gautier, Mississippi (the "City").
Issue and Date.....	\$6,000,000 City of Gautier, Mississippi Combined Utility System Revenue Bonds, Series 2019, dated the date of delivery thereof (the "Series 2019 Bonds").
Authority	Sections 21-27-11 <i>et seq.</i> , Mississippi Code of 1972, as amended and supplemented from time to time (the "Act").
Use of Proceeds	The Series 2019 Bonds are being issued to raise money for the purpose of (a) financing the cost of the improvement, repair, and extension of the City's combined waterworks, water supply, sewerage, and sewer disposal facilities (the "System"), (b) funding a debt service reserve fund for the Series 2019 Bonds, and (c) paying the costs of the sale and issuance of the Series 2019 Bonds (see "DESCRIPTION OF THE PROJECT" herein).
Amounts and Maturities	The Series 2019 Bonds will mature on December 1 in the years and amounts as set forth on the inside cover page hereof.
Interest Payment Dates	June 1 and December 1 of each year, commencing December 1, 2020.
Redemption Provisions	The Series 2019 Bonds will be subject to redemption prior to maturity and without premium, at the option of the City, as provided herein (see "DESCRIPTION OF THE SERIES 2019 BONDS - Redemption Provisions" herein).
Security for Payment	Pursuant to the Act, the Series 2019 Bonds will be special obligations of the City payable solely from and secured by a lien on the Net Revenues (as defined herein) as collected and received by the City from the operation and ownership of the System (as defined herein). The Series 2019 Bonds are issued on parity with the Utility Bonds (as defined herein) and any Additional Bonds (as defined herein). The Series 2019 Bonds shall not constitute an indebtedness of the City within the meaning of any constitutional or statutory restriction, limitation or provision, and the full faith, credit and taxing power of the City is not pledged to the payment of the Series 2019 Bonds, either as to principal or interest (see "DESCRIPTION OF THE SERIES 2019 BONDS - Security" herein).
Tax Matters	In the opinion of Bond Counsel (as defined herein), assuming continuing compliance with certain covenants by the City, under existing laws, regulations, rulings, and judicial decisions, interest on the Series 2019 Bonds is excludable from gross income for federal tax purposes. Interest on the Series 2019 Bonds is not a specific preference item for purposes of the federal alternative minimum tax. Under existing laws, regulations, rulings and judicial decisions, interest on the Series 2019 Bonds is exempt from all income taxation in the State of Mississippi. For a more complete description of such opinion and certain other tax consequences incident to the ownership of the Series 2019 Bonds, see "TAX MATTERS" herein and APPENDIX E - FORM OF OPINION OF BOND COUNSEL attached hereto.
Disclosure Certificates	The original purchaser of the Series 2019 Bonds, concurrently with the delivery of the Series 2019 Bonds, shall receive a certificate signed by certain officials of the City regarding the adequacy of disclosure contained in this Official Statement (see "DOCUMENTS ACCOMPANYING DELIVERY OF THE SERIES 2019 BONDS" herein).

The above information is qualified in its entirety by the detailed information and financial information appearing elsewhere in this Official Statement, including the Appendices.

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No dealer, broker, sales representative or other person has been authorized by the City of Gautier, Mississippi (the "City") to give any information or to make any representations other than those contained herein and, if given or made, such other information or representation must not be relied upon as having been authorized by the City. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Series 2019 Bonds by any person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof.

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OFFICIAL STATEMENT

**\$6,000,000
CITY OF GAUTIER, MISSISSIPPI
COMBINED UTILITY SYSTEM REVENUE BONDS,
SERIES 2019)**

December ____, 2019

INTRODUCTION

The purpose of this Official Statement, which includes the cover page, the inside cover page and the Appendices hereto, is to set forth certain information concerning the City of Gautier, Mississippi (the "City") and the City's \$6,000,000 Combined Utility System Revenue Bonds, Series 2019, dated the date of delivery thereof (the "Series 2019 Bonds").

Reference is made to the Act (as hereinafter defined), the Bond Resolution (as hereinafter defined) and any and all modifications and amendments thereof for a description of the nature and extent of the security of the Series 2019 Bonds. Certain provisions of the Bond Resolution are summarized herein. All summaries of the Bond Resolution do not purport to be complete statements and are subject to the provisions of the Bond Resolution. Capitalized terms used herein, but not defined herein, shall have the meanings ascribed thereto in APPENDIX D hereto.

DESCRIPTION OF THE SERIES 2019 BONDS

General

The Series 2019 Bonds will be issued pursuant to the provisions of Sections 21-27-11 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "Act ") and a resolution adopted by the Mayor and City Council of the City (the "Governing Body") on December 3, 2019 (the "Bond Resolution"). The Series 2019 Bonds are being issued (a) to raise money for the purpose of financing the costs of the improvement, repair, and extension of the City's combined waterworks, water supply, sewerage, and sewer disposal facilities (collectively, the "System"), (b) to fund the 2019 Debt Service Reserve Fund (as defined herein), and (c) to pay the costs of the sale and issuance of the Series 2019 Bonds (see "DESCRIPTION OF THE PROJECT" herein).

The Series 2019 Bonds will be dated the date of their delivery and will be issued as fully registered bonds in denominations of Five Thousand Dollars (\$5,000) or any integral multiple thereof, bearing interest at the rates per annum set forth on the inside cover page hereof, payable on June 1 and December 1 of each year, commencing on December 1, 2020. The City has designated _____, _____, Mississippi, to serve as paying agent, transfer agent and registrar of the Series 2019 Bonds (the "Paying Agent"). Interest will be payable by check or draft of the Paying Agent made payable to the registered owners of the Series 2019 Bonds named in, and mailed to the addresses appearing on, the registration records of the City kept and maintained by the Paying Agent as of the close of business on the date which shall be the 15th day (whether or not a business day) of the calendar month next preceding each interest payment date.

The principal of and interest on the Series 2019 Bonds shall be payable solely from Revenues and shall be subject to the prior payment of Current Expenses and debt service on the SRF Loans (as hereinafter defined). The Series 2019 Bonds shall not constitute an indebtedness of the City within the meaning of any constitutional or statutory restriction, limitation or provision, and the full faith, credit and taxing power of the City is not pledged to the payment of the Series 2019 Bonds, either as to principal or interest.

The Series 2019 Bonds will initially be held in a book-entry-only system administered by The Depository Trust Company, New York, New York ("DTC"). Principal of and interest on the Series 2019 Bonds held in book-entry form shall be payable as described herein under the heading "DESCRIPTION OF THE SERIES 2019 BONDS - Book-Entry-Only System."

The principal of and interest on, the Series 2019 Bonds will be payable by the Paying Agent to DTC, which will in turn remit such principal and interest to its Direct Participants (as hereinafter defined) and Indirect Participants (as hereinafter defined), which will in turn remit such principal and interest to the beneficial owners of the Series 2019 Bonds. If the date for payment is not a business day, then the payment shall be made on the next succeeding business day with the same force and effect as if made on the payment date. The record date for the payment of interest on the Series 2019 Bonds is the close of business on the date which shall be the 15th day (whether or not a business day) of the calendar month next preceding each interest payment date.

The Series 2019 Bonds will mature on December 1 in the years and in the amounts set forth on the inside cover page hereto.

Security

The Series 2019 Bonds will be special obligations of the City payable solely from and secured by a lien on the Net Revenues (as hereinafter defined) as collected and received by the City from the operation and ownership of the System. The Series 2019 Bonds are being issued on parity with the Utility Bonds (as hereinafter defined) and any Additional Bonds (as defined herein). The Series 2019 Bonds shall not constitute an indebtedness of the City within the meaning of any constitutional or statutory restriction, limitation or provision, and the full faith, credit and taxing power of the City is not pledged to the payment of the Series 2019 Bonds, either as to principal or interest. See "SECURITY FOR THE SERIES 2019 BONDS" herein.

Redemption Provisions

The Series 2019 Bonds maturing December 1, 2030 and thereafter will be subject to redemption prior to their respective maturities, at the option of the City, on and after December 1, 2029, either in whole or in part on any date (as selected by the City among maturities and by lot within each maturity), at the principal amount thereof, together with the interest accrued thereon to the date fixed for redemption and without premium.

Notice of each such redemption shall be mailed, postage prepaid, not less than 30 days prior to the redemption date, to all registered owners of the Series 2019 Bonds to be redeemed at their addresses as they appear on the records of the Paying Agent.

Defeasance of Series 2019 Bonds

Under the Resolution, Series 2019 Bonds for the payment of which sufficient moneys, or, to the extent permitted by the laws of the State of Mississippi (the "State"), (a) direct obligations of, or obligations the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America ("Government Obligations"), or (b) certificates of deposit or municipal obligations fully secured by Government Obligations, or (c) evidences of ownership of proportionate interests in future interest or principal payments on Government Obligations held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor on the Government Obligations and which Government Obligations are not available to satisfy any claim of the custodian or any person claiming through the custodian or to whom the custodian may be obligated, or (d) municipal obligations, the payment of the principal of, interest and redemption premium, if any, on which are irrevocably secured by Government Obligations and which Government Obligations are not subject to redemption prior to the date on which the proceeds attributable to the principal of such obligations are to be used and have been deposited in an escrow account which is irrevocably pledged to the payment of the principal of and interest and redemption premium, if any, on such municipal obligations (all of which collectively, with Government Obligations, "Defeasance Securities"), shall have been deposited with an escrow agent appointed for such purpose, which may be the Paying Agent, all to the extent provided in the Resolution,

shall be deemed to have been paid, shall cease to be entitled to any lien, benefit or security under the Resolution and shall no longer be deemed to be outstanding thereunder, and the registered owners shall have no rights in respect thereof except to receive payment of the principal of and interest on such Series 2019 Bonds from the funds held for that purpose. Defeasance Securities shall be considered sufficient under the Resolution if said investments, with interest, mature and bear interest in such amounts and at such times as will assure sufficient cash to pay currently maturing interest and to pay principal when due on such Series 2019 Bonds.

Ownership

The City, the Paying Agent, and any other person may treat the person in whose name any Series 2019 Bond is registered as the absolute owner of such Series 2019 Bond for the purpose of making payment of the principal thereof and premium, if any, thereon, and for the further purpose of making payment of the interest thereon, and for all other purposes, whether or not such Series 2019 Bond is overdue. Neither the City nor the Paying Agent shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the owner of any Series 2019 Bond in accordance with the Resolution shall be valid and effective and shall discharge the liability of the City and the Paying Agent for such Series 2019 Bond to the extent of the sums paid.

Registration

Series 2019 Bonds Subject to the Book-Entry-Only System. For so long as DTC acts as securities depository for the Series 2019 Bonds, the registration and transfer of ownership interests in Series 2019 Bonds shall be accomplished by book entries made by DTC and the Direct Participants and, where appropriate, the Indirect Participants (as such terms are hereinafter defined), as described herein under the heading "DESCRIPTION OF THE SERIES 2019 BONDS-Book-Entry-Only System."

Series 2019 Bonds Not Subject to Book-Entry-Only System. Should the Series 2019 Bonds no longer be held in book-entry form, each Series 2019 Bond shall be thereafter evidenced by a bond certificate in fully registered form and transferable only upon the registration records of the City maintained by the Paying Agent, by the registered owner thereof or by his attorney, duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the Paying Agent, duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any Series 2019 Bond, the City shall issue, in the name of the transferee, a new Series 2019 Bond or Series 2019 Bonds of the same interest rate and maturity of like tenor and effect in any authorized denomination equal to the unpaid principal amount of the surrendered Series 2019 Bond.

Series 2019 Bonds, upon surrender thereof at the office of the Paying Agent with a written instrument of transfer satisfactory to the Paying Agent duly executed by the registered owner or his duly authorized attorney, may be exchanged for a principal amount of Series 2019 Bonds of the same interest rate and maturity and of like tenor and effect in any authorized denomination equal to the unpaid principal amount of the surrendered Series 2019 Bonds. The Paying Agent will not be required to register the transfer of or exchange any Series 2019 Bond after the mailing of notice calling such Series 2019 Bond for redemption has been given as provided in the Resolution, nor during the period of 15 days next preceding the giving of such notice of redemption.

Book-Entry-Only System

The City has determined that it will be beneficial to have the Series 2019 Bonds held by a central depository system and to have transfers of the Series 2019 Bonds affected by book-entry on the books of DTC as such central depository system. Accordingly, Beneficial Ownership interests in the Series 2019 Bonds will be available in book-entry-only form, in the principal amount of \$5,000 or integral multiples thereof. Purchasers of Beneficial Ownership interests in the Series 2019 Bonds (the "Beneficial Owners") will not receive certificates representing their interests in the Series 2019 Bonds purchased.

The information provided under this caption has been provided by DTC. No representation is made by the City, the Purchaser (as defined herein) or the Paying Agent as to the accuracy or adequacy of such information, or as to the absence of material adverse changes in such information subsequent to the date hereof.

DTC will act as securities depository for the Series 2019 Bonds. The Series 2019 Bonds will be initially issued as fully-registered Series 2019 Bonds registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by the authorized representative of DTC. One fully-registered Series 2019 Bond certificate for each maturity will be issued for the Series 2019 Bonds in the aggregate principal amount of each maturity and will be deposited with DTC.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instrument from over 100 countries that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions, in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has S&P's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Series 2019 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for such Series 2019 Bonds on DTC's records. The ownership interest of each actual purchaser or Beneficial Owner of each Series 2019 Bond is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2019 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Series 2019 Bonds, except in the event that use of the book-entry system for the Series 2019 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2019 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2019 Bonds with DTC and their registration in the name of Cede & Co. or such other nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2019 Bonds. DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2019 Bonds are credited, which may or may not be the Beneficial Owners. The Direct Participants and the Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the Series 2019 Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an "Omnibus Proxy" to the Paying Agent as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct

Participants to whose accounts the Series 2019 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal payments and interest payments on the Series 2019 Bonds will be made to Cede & Co. or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the Paying Agent, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Paying Agent, or the City subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, principal payments and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2019 Bonds at any time by giving reasonable notice to the City. Under such circumstances, and in the event that a successor depository is not obtained, bond certificates are required to be printed and delivered.

In addition, the City may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, bond certificates will be printed and delivered to DTC.

The information in this section and elsewhere in this Official Statement concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

So long as Cede & Co. is the registered holder of the Series 2019 Bonds as nominee of DTC, references herein to the holders or registered owners of the Series 2019 Bonds mean Cede & Co. and not the Beneficial Owners of the Series 2019 Bonds.

THE CITY AND THE PAYING AGENT CANNOT AND DO NOT GIVE ANY ASSURANCES THAT THE DIRECT PARTICIPANTS OR THE INDIRECT PARTICIPANTS WILL DISTRIBUTE TO THE BENEFICIAL OWNERS OF THE SERIES 2019 BONDS (A) PAYMENTS OF PRINCIPAL OF OR INTEREST OR REDEMPTION PREMIUM, IF ANY, ON THE SERIES 2019 BONDS; (B) CERTIFICATES REPRESENTING AN OWNERSHIP INTEREST OR OTHER CONFIRMATION OF BENEFICIAL OWNERSHIP INTERESTS IN THE SERIES 2019 BONDS; OR (C) REDEMPTION OR OTHER NOTICES SENT TO DTC OR CEDE & CO., ITS NOMINEE, AS THE REGISTERED OWNERS OF THE SERIES 2019 BONDS, OR THAT THEY WILL DO SO ON A TIMELY BASIS OR THAT DTC OR DIRECT OR INDIRECT PARTICIPANTS WILL SERVE AND ACT IN THE MANNER DESCRIBED IN THIS OFFICIAL STATEMENT. THE CURRENT "RULES" APPLICABLE TO DTC ARE ON FILE WITH THE SECURITIES AND EXCHANGE COMMISSION AND THE CURRENT "PROCEDURES" OF DTC TO BE FOLLOWED IN DEALING WITH DIRECT OR INDIRECT PARTICIPANTS ARE ON FILE WITH DTC.

NEITHER THE CITY NOR THE PAYING AGENT WILL HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO SUCH DIRECT OR INDIRECT PARTICIPANTS OR THE BENEFICIAL OWNERS WITH RESPECT TO (A) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DIRECT OR INDIRECT PARTICIPANT; (B) THE PAYMENT BY ANY DIRECT OR INDIRECT PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL AMOUNT OF OR INTEREST OR REDEMPTION PREMIUM, IF ANY, ON THE SERIES 2019 BONDS; (C) THE DELIVERY BY ANY DIRECT OR INDIRECT PARTICIPANT OF ANY NOTICE TO ANY BENEFICIAL OWNER WHICH IS REQUIRED OR PERMITTED UNDER THE TERMS OF THE RESOLUTION TO BE GIVEN TO BONDHOLDERS; (D) THE SELECTION OF THE BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE SERIES 2019 BONDS; OR (E) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS BONDHOLDER.

Debt Service Requirements for the Series 2019 Bonds and the Utility Bonds

The following table sets forth the estimated debt service requirements on the Series 2019 Bonds and the Utility Bonds:

Fiscal Year Ending September 30	2013 Note Total Debt Service	Series 2018 Bonds Total Debt Service	Series 2019 Bonds Principal	Series 2019 Bonds Interest	Total Debt Service
2020			\$ 205,000.00		
2021			215,000.00		
2022			220,000.00		
2023			230,000.00		
2024			240,000.00		
2025			250,000.00		
2026			260,000.00		
2027			265,000.00		
2028			280,000.00		
2029			290,000.00		
2030			300,000.00		
2031			310,000.00		
2032			320,000.00		
2033			335,000.00		
2034			345,000.00		
2035			360,000.00		
2036			375,000.00		
2037			385,000.00		
2038			400,000.00		
2039			<u>415,000.00</u>		
TOTAL			<u>\$6,000,000.00</u>		

Additional Information

For additional details regarding the description of the Series 2019 Bonds, reference is made to the Notice of Bond Sale for the Series 2019 Bonds included in this Official Statement as APPENDIX A.

APPLICATION OF THE PROCEEDS OF THE SERIES 2019 BONDS

Estimated Sources of Funds

Par Amount of Series 2019 Bonds	\$
Plus Net Original Issue Premium	
Total Sources of Funds	

Estimated Uses of Funds

For 2019 Construction Fund ¹	
For 2019 Debt Service Reserve Fund	
For 2019 Depreciation Fund	5,000.00
For 2019 Contingent Fund	5,000.00
Total Uses of Funds	

¹ Includes payments for costs of issuance, which include but are not limited to, legal fees and expenses, municipal advisory fees and expenses and Paying Agent fees and expenses.

DESCRIPTION OF THE PROJECT

The Series 2019 Bonds are being issued (a) to raise money for the purpose of financing the costs of the improvement, repair, and extension of the System, (b) to fund the 2019 Debt Service Reserve Fund, and (c) to pay the costs of the sale and issuance of the Series 2019 Bonds.

SECURITY FOR THE SERIES 2019 BONDS

The Series 2019 Bonds are special obligations of the City payable solely from and are secured by a lien on the Net Revenues as collected and received by the City from the operation and ownership of the System. The Bond Resolution defines Net Revenues to mean the Revenues remaining after payment of Current Expenses and debt service on the SRF Loans.

"Revenues" are defined in the Bond Resolution as all payments, proceeds, fees, charges, rents and all other income derived by or for the account of the City from its ownership and operation of the System, excluding all acreage, front-footage, assessment and similar fees and charges derived by the City in connection with the provision of or payment for capital improvements constituting a part of the System.

"Current Expenses" are defined in the Bond Resolution as the reasonable and necessary current expenses of maintenance, repair and operation of the System and shall include, without limiting the generality of the foregoing, expenses not annually recurring, premiums for insurance, administrative and engineering expenses relating to maintenance, repair and operation, fees and expenses of the Paying Agent, legal expenses, taxes lawfully imposed on the System, reasonable payments to pension or retirement funds for employees of the System and any other expense of the System required or permitted to be paid by the City under the provisions of the Bond Resolution or by law, but shall not include any allowance for depreciation or transfers to the credit of the 2019 Debt Service Fund, the 2019 Debt Service Reserve Fund, the 2019 Depreciation Fund or the 2019 Contingent Fund.

"SRF Loans" are defined in the Bond Resolution as the State Revolving Fund Loans, existing on the date of issuance of the Series 2019 Bonds, from the State to the City under Sections 49-17-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time, which SRF Loans have a lien on Revenues of the System; however, the debt service for the SRF Loans is collected by the

Mississippi Department of Revenue by diverting sales tax collections prior to remittance of the sales tax to the City and then subsequently reimbursed to the City from the Revenues of the System.

The Series 2019 Bonds shall not constitute an indebtedness of the City within the meaning of any constitutional or statutory restriction, limitation or provisions, and the full faith, credit and taxing power of the City is not pledged to the payment of the Series 2019 Bonds, either as to principal or interest.

The Series 2019 Bonds are being issued on parity with the \$9,185,000 (original principal amount) City of Gautier, Mississippi Combined Utility System Revenue Refunding Bonds, Series 2012, dated May 31, 2012, the \$3,500,000 (original principal amount) City of Gautier, Mississippi Promissory Note (Gautier, Mississippi Combined Utility System Revenue Project), dated August 13, 2013, securing the \$3,500,000 (original principal amount) Mississippi Development Bank Special Obligation Bonds, Series 2013 (Gautier, Mississippi Combined Utility System Revenue Project), dated August 13, 2013, and the \$4,000,000 (original principal amount) City of Gautier, Mississippi Combined Utility System Revenue Bonds, Series 2018, dated June 1, 2018 (collectively, the "Utility Bonds") and any Additional Bonds issued pursuant to the Bond Resolution.

THE SYSTEM

General

The Gautier Utility District (the "District") was originally created in 1973 under the provisions of Senate Bill 2251, Local and Private Laws of Mississippi, Regular Session, 1966, as a combined water and sewer utility and a fire protection district. The District's service area was five miles west of the City of Pascagoula, Mississippi, the county seat for Jackson County, Mississippi (the "County"), and 20 miles east of Biloxi, Mississippi.

On July 31, 2002, the City, through an annexation of the property within the District, assumed the operation and maintenance of the District and the System as well as the obligations of the District. The City's service area is bounded on the east by the West Pascagoula River, to the northwest by the Mississippi Sandhill Crane National Wildlife Refuge and to the south by the Gulf of Mexico (the "Service Area"). Opportunity for growth exists to the west, south of the refuge, and to the north. Nearly all of the densely populated areas within the Service Area are being served. The City continues to make a concerted effort to enhance the revenue potential of the System by improved internal control and customer additions.

The Water System

The City currently provides water service to approximately 7,346 customers. The Service Area's water supply source consists of eight ground wells located throughout the Service Area with a combined pumping capacity of 4,410 gallons per minute, the largest well delivering 850 gallons per minute. Treatment of the groundwater is accomplished at the well heads. As the City has developed, it has always utilized water wells for its water source. Currently, the wells supplying the Service Area are all in the Pascagoula Formations (depth 600' to 800'). The Service Area's groundwater sources are of such quality so as to only require chlorination prior to entering the System. Water storage is comprised of four elevated tanks with a capacity of 1,000,000 gallons. The largest storage tank holds 500,000 gallons. At present, the Service Area has approximately 120 miles of water lines in service. The overall condition of the water system is fair to good. The average daily consumption is approximately 1.26 million gallons.

The Sewer System

The City's sewer system is made up of approximately 13.5 miles of interceptors and 103 miles of collection lines. The City's sewer system is connected via two pump stations and a force main to the facilities of the Jackson County Utility Authority (the "Authority"), that, through a contractual arrangement, provides treatment of the collected wastewater. The City is a member of the joint venture of the Authority, which was established by an act of the State Legislature to design and implement a water pollution abatement plan. The Authority is responsible for the operations and maintenance of the wastewater

treatment plants for the cities of Gautier, Moss Point, Ocean Springs and Pascagoula. The Authority enters into subscription agreements with each of the governing bodies and districts to fund its operations.

Currently, the City's average flow of wastewater to the Authority's treatment system is 1,500,000 gallons per day. The Authority has a design capacity of 4,000,000 gallons per day.

The City's monthly payment for wastewater treatment is established prior to the beginning of each fiscal year based on a formula used for projecting the City's expected wastewater flows. Because the amount of wastewater actually treated will differ from the amount estimated to be treated, the monthly fee paid to the Authority is further adjusted by the amount by which the City either overpaid or underpaid in the preceding year.

The City has taken various actions as a precaution to the possibility of volatile wastewater treatment costs in future fiscal years. The City has established a Rate Stabilization Fund. The amounts on hand in the Rate Stabilization Fund may be withdrawn by the City for the purpose of payment of any Current Expenses incurred including the payment of wastewater treatment costs.

Fire Protection

The fire protection facilities of the City include four fire stations. The four fire stations are located within the corporate limits of the City and are owned and operated by the City.

Mandatory Connections

On June 16, 1986, the Board of Supervisors of the County, having previously created the District on July 3, 1973, unanimously adopted a resolution requiring connection to the System of all dwellings and buildings in the Service Area of the District within reasonable proximity to the System. Refusal to connect to the System is a misdemeanor and subjects the offender to a fine not to exceed \$100 to be imposed by any court of competent jurisdiction, with each day that the subject dwelling or building is unconnected constituting a separate offense.

Utility Rate Schedule

The following table sets forth the current utility rate schedule for water and sewer customers in the City:

Service	Current Rates
Gallons	3,000
Water	
Over 3,000 Gallons (per 1,000 Gallons) (Residential)	8.25
First 3,000 Gallons (Commercial)	25.50
Over 3,000 Gallons (per 1,000 Gallons) (Commercial)	8.50
Sewer²	
First 3,000 Gallons (Residential)	12.30
Over 3,000 Gallons (per 1,000 Gallons) (Residential)	4.10
First 3,000 Gallons (Commercial)	18.75
Over 3,000 Gallons (per 1,000 Gallons) (Commercial)	6.25
Wastewater Treatment	
First 3,000 Gallons (Commercial & Residential)	15.45
Over 3,000 Gallons (per 1,000 Gallons) (Commercial & Residential)	5.15

Garbage	
Monthly Charge	21.00
Minimum Average Bill	73.50

¹ The City bills their citizens/customers separately for wastewater treatment. Fire protection is provided through the City's general fund budget. Information as of September 30, 2018. Corrected information, September 2019.

² Sewer only monthly charge is \$100.00 for commercial and \$42.00 for residential.

In the event that the anticipated increase in revenues attributable to the increased customer base and rate schedule is insufficient to pay the capitalization and operating costs of the System in future years, the City is committed to increasing water and sewer rates to the extent necessary to meet any such shortfalls in revenue that may occur.

Management of the System

The System is a division of the City and is operated and maintained by the City. The System is governed by the Governing Body and is administered by the Department of Public Works. The daily operations of the System are performed by the division head and 35 employees. The City prepares financial statements for the System.

Establishment of Rates

Rates for water and sewer services are established by the Governing Body. The City's current rate schedule was adopted by the Governing Body on October 3, 2017. Newly adopted rates become effective as to each user one month after they have been adopted by the Governing Body provided however, that such newly adopted rates may become effective immediately upon the unanimous approval of the Governing Body based on a finding of good cause and a statement in the adopting ordinance of the reason why it is necessary that the new rate become effective immediately.

Customers Served by the City

The following table shows the number of customers served by the City from 2014 to 2018:

FY Ending September 30	Customers
2018	7,357 (Metered Accounts)
2017	7,346 (Metered Accounts)
2016	7,326 (Metered Accounts)
2015	7,209 (Metered Accounts)
2014	7,300 (Metered Accounts)

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Ten Largest Water System Users

The below table shows the ten largest water system users in the Service Area for the fiscal year ended September 30, 2018:

TEN LARGEST USERS	TOTAL WATER CHARGES
KLP Toulon	\$93,607.50
Singing River Apts.	69,510.00
Forest City	69,293.25
River Bend	61,112.50
Sun Suites	62,066.65
Bayou Village	60,457.50
Forest City	51,805.60
Glenmark Apts.	49,555.10
River Chase Village	49,094.20
Indian Point	41,629.00

System Capacity

The current capacity of the City's water system is as follows:

Current Water System	Number of Gallons per day
Capacity	640,150,688
Peak daily load	2,500,000
Average daily usage	1,753,837

The current capacity of the City's sewer system is as follows:

Current Sewer System	Number of Gallons per day
Capacity	6,000,000
Peak Daily load	4,000,000
Average daily usage	2,000,000

Revenues Available for Debt Service

The following schedules, based on projections and information supplied by the City, set forth the actual and projected Net Revenues of the System for the period of Fiscal Years 2010 to 2018. Rates for the System are based on a rate schedule adopted by the Governing Body on October 3, 2017. See "THE SYSTEM – Establishment of Rates" herein. Historical calculations for the combined utility system of the City were based on actual data in the City's annual audits (Fiscal Years 2010–2016), unaudited financial data for Fiscal Year 2017 and budgeted financial data for Fiscal Year 2018. Fiscal Years 2017–2018 projections for the System as combined are based on projected growth of 1% per year in revenues plus rate increases and 3% per year in expenses. Historical debt service coverage for the System for Fiscal Years 2010–2017 ranges from a low of 1.23% in Fiscal Year 2016 to a high of 2.33% in Fiscal Year 2014. The following schedules should be reviewed based on the following assumptions:

1. Water rates adopted by the Governing Body in October 3, 2017 are currently in place for the System;
2. Sewer rates adopted by the Governing Body in October 3, 2017 are currently in place for the System;
3. Water and sewer usage is projected to remain constant;

4. Revenue projections of 1% growth, as applicable, and expense projections of 3% growth;
and
5. Debt service based on the following:

Bonds Outstanding¹	Outstanding Principal
\$3,500,000 (original principal amount) City of Gautier, Mississippi Promissory Note (Gautier, Mississippi Combined Utility System Revenue Project)	\$2,815,000.00
\$4,000,000 (original principal amount) City of Gautier, Mississippi Combined Utility System Revenue Bonds, Series 2018	<u>4,000,000.00</u>
Total Bonds Currently Outstanding	<u>\$6,815,000.00</u>
SRF Loans	
State Revolving Fund Loan #3	\$ 559,260.41
State Revolving Fund Loan #4	671,081.04
State Revolving Fund Loan #4	864,995.18
State Revolving Fund Construction Loan #5	214,604.44
State Revolving Fund Construction Loan #6	428,757.18
State Revolving Fund Construction Loan #7	<u>1,056,804.17</u>
	<u>\$ 3,795,502.42</u>

¹ Does not include the Series 2019 Bonds.

The Utility Bonds and SRF Loans are payable as to principal and interest solely from the revenue derived by the City from the operation of the System.

SRF Loans

The SRF Loans are loans from the State to the City which were made by the City to finance improvements to the System. The total amount of SRF Loans currently outstanding is approximately \$3,795,502.42. Although the SRF Loans have a lien on the Revenues of the System, they are paid from monies collected by the Mississippi Department of Revenue by diverting sales tax collections prior to remittance of the sales tax to the City and then subsequently reimbursed to the City from the Revenues of the System.

Schedule of Revenues and Expenditures and Debt Service Coverage

The following schedule summarizes the City's audited operating results for the Fiscal Years ended September 30, 2015 through September 30, 2018, unaudited operating results for the Fiscal Year ended September 30, 2019. The schedule also sets forth projected Revenues for the Fiscal Years ending September 30, 2020 through 2024 (based on the current rate schedule).

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Historical Statement of Revenues, Expenditures and Debt Service Coverage

	Fiscal Year 2015 Audited	Fiscal Year 2016 Audited	Fiscal Year 2017 Audited	Fiscal Year 2018 Audited	Fiscal Year 2019 Unaudited
Total Revenues	\$8,104,568	\$8,660,502			
Total Expenditures	5,198,467	5,592,909			
Available for Debt Service	2,906,101	3,067,593			
Existing Debt Service	2,370,856	2,476,082			
Available Revenue for New Debt Service	535,245	591,511			
Debt Service Coverage	1.23	1.24			

Projected Statement of Revenues, Expenditures and Debt Service Coverage¹

	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024
Total Revenues					
Total Expenditures					
Available for Debt Service					
Existing Debt Service					
Balance					
Debt Ratio					

¹ Assumes a 1% annual increase in total revenues for projected years, and 3% annual increase in total expenses for projected years.

Rate Covenant

The City has covenanted in the Bond Resolution that so long as any of the Series 2019 Bonds remain outstanding and unpaid, it will fix and maintain rates and make and collect charges for the use and service of the System which will at all times provide Net Revenues sufficient: (a) to pay the Current Expenses of the System, and (b) to provide 120% of the amount of the maximum Principal and Interest Requirements and the payments required to be made to the credit of the 2019 Debt Service Reserve Fund for the current Bond Year on account of the Series 2019 Bonds then outstanding.

If the Net Revenues in any Fiscal Year as shown by the City's audit are less than the total amount set forth in the Bond Resolution, then it shall, as promptly as possible, request the Consulting Engineers to make recommendations as to a revision of such rates, fees, and charges or methods of operating the System which will result in producing the required amount in the following Fiscal Year. Upon receipt of such recommendations the City shall, subject to applicable requirements imposed by law, immediately revise such rates, fees, and charges and take such other actions respecting the methods of operation of the System as shall in its discretion be deemed necessary. Failure to implement the recommendation of the Consulting Engineer or if coverage is less than 120% of the maximum Principal and Interest Requirements and the payment required to be made to the credit of the 2019 Debt Service Reserve Fund shall be a breach of the City's covenants under the Bond Resolution.

THE BOND RESOLUTION

A summary of certain provisions of the Bond Resolution is set forth below. This summary does not purport to be comprehensive or definitive. All references herein to the Bond Resolution are qualified

in their entirety by reference to such document, a copy of which may be obtained upon written request to the City.

Funds

The 2012 Bond Resolution provided for the creation and establishment of the Revenue Fund to be utilized in connection with the 2012 Bonds and bonds issued on parity therewith, including the 2013 Note, the Series 2018 Bonds, the Series 2019 Bonds. Although the Series 2012 Bonds have been paid in full, the Revenue Fund will continue to be utilized in connection with the 2013 Note, the Series 2018 Bonds, the Series 2019 Bonds and any Additional Bonds.

The 2013 Loan Agreement provided for the creation and establishment of the 2013 Debt Service Fund to be held by the City for the 2013 Note and bonds issued on parity therewith, including the Series 2018 Bonds and the Series 2019 Bonds.

The 2018 Bond Resolution provided for the creation and establishment of the 2018 Debt Service Fund to be held by the City for the Series 2019 Bonds and bonds issued on parity therewith, including the Series 2019 Bonds.

In addition to the Revenue Fund and the Operation and Maintenance Fund created pursuant to the 2012 Bond Resolution, the Bond Resolution provides for the creation and establishment of the following funds to also be used in connection with the Series 2019 Bonds:

2019 Debt Service Fund
2019 Debt Service Reserve Fund
2019 Construction Fund
2019 Depreciation Fund
2019 Contingent Fund

The moneys in the funds set forth above shall be separate and apart from all other funds of the City and shall be applied in the manner provided in the Bond Resolution and the Prior Bond Resolutions, and, pending such application, except for moneys in the Operation and Maintenance Fund, shall be subject to a lien and charge in favor and for the security of registered owners of the Series 2019 Bonds and the Utility Bonds until paid out or transferred as provided in the Bond Resolution and the Prior Bond Resolutions. Any surplus Revenues remaining after all transfers required by the Bond Resolution and the Prior Bonds Resolutions shall be used solely for purposes pertaining to the System or as otherwise allowed by the Act.

Revenue Fund; Revenues of the System and Application Thereof

All Revenues shall be set aside as collected and shall be deposited into the Revenue Fund. Moneys in said fund shall not be subject to lien or attachment by any creditor of the City and shall be set aside for, allocated to and/or deposited by the Clerk to the extent available in the following order of preference in the following separate and special funds, as created in a prior resolution or resolutions of the Governing Body and provided for in the Bond Resolution, without further direction of or action by the Governing Body or other authority of the City:

(a) On the first business day of each month, commencing in the first month after delivery of the Series 2019 Bonds, there shall be deposited into the Operation and Maintenance Fund an amount which will provide for the payment of the Current Expenses to be paid during such calendar month, and, in the event that the aggregate amounts deposited into such fund pursuant to the Bond Resolution during the preceding months shall have been insufficient to pay all such expenses, an amount sufficient to repay such deficiencies.

(b) On the first business day of each month, commencing in the first month after the delivery of the Series 2019 Bonds, there shall be paid to the City such amount necessary to reimburse the general fund of the City for debt service due on the SRF Loans deducted by the Mississippi Department of Revenue from the sales tax rebate to the City.

(c) On the first business day of each month, commencing in the first month after the delivery of the Series 2019 Bonds, there shall be transferred to the 2019 Debt Service Fund an amount which, together with equal subsequent monthly transfers on the first business day of each successive month, will provide a sum equal to the amount necessary to pay interest and principal due and payable through the date on which the next installment of principal on the Series 2019 Bonds is due. Such transfers are on parity with the amounts to be transferred to the 2013 Debt Service Fund pursuant to the 2013 Loan Agreement and to the 2018 Debt Service Fund pursuant to the 2018 Bond Resolution for the purpose of paying debt service on the 2013 Note and the Series 2018 Bonds, respectively. If in any month, the Net Revenues are insufficient to provide for the total amount of principal and interest to be set aside as required by the Bond Resolution and the Prior Bond Resolutions, such Net Revenues shall be divided on a pro rata basis among each outstanding series of Bonds. Any deficiency in the debt service funds for the Bonds shall be funded in subsequent months.

(d) Provided, that in addition to the moneys required to be transferred to the 2019 Debt Service Fund, the 2019 Debt Service Reserve Fund created under the Bond Resolution shall be maintained in order to meet any deficiency therein in future years. As provided in the Bond Resolution, the 2019 Debt Service Reserve Fund will be fully funded upon delivery of the Series 2019 Bonds. Notwithstanding any other provision of the Bond Resolution, upon the determination of any deficiency in the total amount in the 2019 Debt Service Reserve Fund, the full amount of such deficiency shall be fully funded within one year of such determination. The 2019 Debt Service Reserve Fund shall be used only to pay maturing principal and accruing interest, or both, on the Series 2019 Bonds and only whenever and to the extent that funds otherwise available in the 2019 Debt Service Fund are insufficient for that purpose.

Operation and Maintenance Fund

Amounts held in the Operation and Maintenance Fund will be applied by the City to the payment of the Current Expenses as they accrue in accordance with the annual budget of the City for the System.

2019 Debt Service Fund

Amounts in the 2019 Debt Service Fund will be used to pay the maturing principal and accruing interest coming due on the Series 2019 Bonds. The 2019 Debt Service Fund will be funded periodically from Net Revenues of the System as more particularly described in the Bond Resolution.

2019 Debt Service Reserve Fund

The 2019 Debt Service Reserve Fund is to be maintained in order to meet any deficiency in the 2019 Debt Service Fund. The 2019 Debt Service Reserve Fund shall be funded in the amount of the Debt Service Reserve Requirement and shall thereafter be maintained at the required balance set forth in the Bond Resolution. The 2019 Debt Service Reserve Fund shall be used only to pay maturing principal and accruing interest, or both, and only whenever and to the extent that funds otherwise available in the 2019 Debt Service Fund are insufficient for that purpose. No funds paid into the 2019 Debt Service Reserve Fund shall be used to prepay the principal unless such prepayment is for the entire balance of the principal amount of the Series 2019 Bonds. If the amount in the 2019 Debt Service Reserve Fund as valued on the last day of the Bond Year is more than the Debt Service Fund Requirement, the amount of such excess shall be transferred to the 2019 Debt Service Fund.

2019 Construction Fund

A portion of the proceeds received from the sale and issuance of the Series 2019 Bonds will be transferred to the 2019 Construction Fund. Amounts in the 2019 Construction Fund (including investment earnings) will be applied to pay the Costs of the Project, and/or the costs of issuance of the Series 2019 Bonds. Any balance remaining in the 2019 Construction Fund after the Project has been completed, and all related costs and expenses paid, will be transferred to the 2019 Debt Service Fund and expended in accordance with State and federal law and the Bond Resolution.

2019 Depreciation Fund

In order to fully fund the 2019 Depreciation Fund, the Clerk shall immediately upon delivery of the Series 2019 Bonds transfer to the 2019 Depreciation Fund the sum of \$5,000.00 from the proceeds of the Series 2019 Bonds, at which total amount of \$5,000.00 said fund shall thereafter be maintained by such future payments as may be necessary for that purpose. Notwithstanding any other provision contained in the Bond Resolution, upon the determination of any deficiency in the total amount in the 2019 Depreciation Fund, the full amount of such deficiency shall be fully funded within one year of such determination. The 2019 Depreciation Fund shall be used for the purpose of paying the cost of replacing such parts of the System as may need replacement in order to keep the System operating in an economical and efficient manner upon written certification by the Consulting Engineers to the Governing Body certifying the necessity for such expenditure and concurring in the necessity for such expenditure from the 2019 Depreciation Fund; provided, however, that in the event the funds otherwise provided for by the Bond Resolution for the payment of the principal of and interest on the Series 2019 Bonds should be insufficient for said purpose, then and in that event, to the extent of any such insufficiency, the amount necessary to pay accruing interest and to provide for the payment of the principal as set forth in the Bond Resolution shall be drawn from the 2019 Depreciation Fund and shall be used, together with funds otherwise available, to pay such accruing interest and to provide for the payment of principal as set forth in the Bond Resolution.

2019 Contingent Fund

In order to fully fund the 2019 Contingent Fund, the Clerk shall immediately upon delivery of the Series 2019 Bonds transfer to the 2019 Contingent Fund the sum of \$5,000.00 from the proceeds of the Series 2019 Bonds, at which total amount of \$5,000.00 said fund shall thereafter be maintained by such future payments as may be necessary for that purpose. Notwithstanding any other provision contained in the Bond Resolution, upon the determination of any deficiency in the total amount in the 2019 Contingent Fund, the full amount of such deficiency shall be fully funded within one year of such determination. The 2019 Contingent Fund shall be used for the purpose of paying the cost of unforeseen contingencies arising in the operation and maintenance of the System, including the construction of reasonable and proper improvements, betterments and extensions thereto upon written certification by the Consulting Engineers to the Governing Body certifying the necessity for such expenditure and concurring in the necessity for such expenditure from the 2019 Contingent Fund; provided, however, that in the event the funds otherwise provided for by the Bond Resolution for the payment of the principal of and interest on the Series 2019 Bonds should be insufficient for said purpose, then and in that event, to the extent of any such insufficiency, the amount necessary to pay accruing interest and to provide for the payment of the principal as set forth in the Bond Resolution shall be drawn from the 2019 Contingent Fund and shall be used, together with funds otherwise available, to pay such accruing interest and to provide for the payment of principal as set forth in the Bond Resolution.

Investment of Moneys in the Funds

All sums in the funds referred to in the Bond Resolution shall be kept separate and apart from all other funds of the City in a bank or banks having Federal Deposit Insurance Corporation insurance of its accounts and at all times shall be continuously secured as provided by the laws of the State for other funds of the City, or, in the discretion of the Governing Body, may be invested as directed in the Bond Resolution in investments authorized by laws of the State as may now be or hereafter become applicable. Such investments shall mature or be redeemable prior to the time the funds so invested will be needed for expenditure. Any interest or other income received from investments shall accrue to and be accredited to the fund which generated such income or to which such income is attributable. Provided, however, that the Governing Body shall transfer to the 2019 Debt Service Fund any such income in excess of the aggregate amount required by the Bond Resolution to be maintained in any other fund or account.

Insurance

As long as any of the Bonds shall remain outstanding and unpaid, the City shall carry and maintain all-risk insurance upon all the properties forming a part of the System which may be of an insurable nature, such insurance to be of the type and kind and for such amount or amounts as carried and maintained by other municipalities rendering services of a similar character in similar communities. The proceeds of all such insurance shall be used only for the maintenance and restoration of the System, or for the payment of the principal of and the interest on the Bonds.

Additional Bonds

The City has reserved the right to issue one or more series of Additional Bonds on parity with the Series 2019 Bonds and the Utility Bonds ("Additional Bonds") for any lawful purpose, including refunding any previously issued series of bonds or any other bonds or obligations of the City issued in connection with the System or payable from Net Revenues. No Additional Bonds may be issued unless:

(a) the Net Revenues available for payments of principal of and interest on the Series 2019 Bonds for a period of 12 consecutive months during the 18 months preceding the month in which such Additional Bonds are issued must be certified by an accountant to have been at least equal to 120% of the highest annual debt service payments in any succeeding Bond Year with respect to the Series 2019 Bonds, the Utility Bonds and the Additional Bonds proposed to be issued; or in lieu of the foregoing formula, if a new schedule of rates, fees and charges for the services, facilities and commodities of the System shall have been adopted, then the Revenues available for debt service payments (taking into account such new rates) must be certified by an accountant to have been at least equal to 120% of the highest annual debt service payments in any succeeding Bond Year with respect to the Series 2019 Bonds and the Additional Bonds proposed to be issued during the period set forth above;

(b) the pledge of and lien on the Net Revenues and amounts on accredited to the 2019 Debt Service Fund from time to time shall be extended for the benefit of the registered owners of the Additional Bonds; and

(c) the resolution under which the proposed bonds are being issued shall provide for the funding of a debt service reserve fund for such Additional Bonds from the proceeds of such Additional Bonds or as otherwise provided in the Bond Resolution.

The City has also reserved the right to issue bonds, notes or other obligations secured by liens on Net Revenues that are junior and subordinate to the liens on Net Revenues securing the payment of the Series 2019 Bonds, for any lawful purpose.

Events of Default; Remedies

The registered owner of any of the Series 2019 Bonds may, by suit, action, mandamus or other proceedings at law or in equity, enforce and compel performance by the appropriate official or officials of the City of any or all acts and duties to be performed by the City under the provisions of the Act and the Bond Resolution.

Each of the following constitutes an "event of default" under the Bond Resolution:

(a) failure by the City to pay any installment of principal of any Bond at the time required;

(b) failure by the City to pay any installment of interest on any Bond at the time required;

(c) failure by the City to perform or observe any other covenant, agreement or condition on its part contained in the Bond Resolution or the Prior Bond Resolutions or in the Series 2019 Bonds or the Utility Bonds, and the continuance thereof for a period of 60 days after written notice thereof to the City by the registered owners of not less than 10% in principal amount of the then outstanding Bonds; or

(d) filing by the City of a petition seeking a composition of indebtedness under the federal bankruptcy laws, or under any other applicable federal or State law.

If there is any default in the payment of the principal of and interest on the Series 2019 Bonds, any court having jurisdiction in the proper action may, upon petition of the registered owners of a majority in principal amount of the Series 2019 Bonds then outstanding, appoint a receiver to administer and operate the System with power to fix rates and collect charges sufficient to provide for the payment of the Series 2019 Bonds and to pay the expense of operating and maintaining the System in conformity with the provisions of the Act and of the Bond Resolution and the Prior Bond Resolutions.

Utility Bonds

The Series 2019 Bonds are being issued on parity with the Utility Bonds. At Closing, the Purchaser will be provided with a certificate of an accountant stating that the requirements of the Prior Bond Resolutions for the issuance of Additional Bonds have been satisfied.

LITIGATION

The City's General Counsel, Bordis & Danos, PLLC, Ocean Springs, Mississippi, has reviewed the status of all pending litigation against the City. While the City is involved in numerous legal proceedings, there are no pending legal proceedings which might be expected to affect the City's ability to perform its obligations to the registered owners of the Series 2019 Bonds.

MUNICIPAL ADVISOR

The City has retained Government Consultants, Inc., Madison, Mississippi, as Independent Registered Municipal Advisor (the "Municipal Advisor") in connection with the sale and issuance of the Series 2019 Bonds. In such capacity the Municipal Advisor has provided recommendations and other financial guidance to the City with respect to the preparation of documents, the preparation for the sale of the Series 2019 Bonds and of the time of the sale, tax-exempt bond market conditions and other factors related to the sale of the Series 2019 Bonds. Although the Municipal Advisor performed an active role in the drafting of this Official Statement, it has not independently verified any of the information set forth herein.

RATING

No application for a rating for the Series 2019 Bonds from a nationally recognized rating agency has been made.

RECORD OF NO DEFAULT

There is no record of any default on general obligations of the City as to payment of either principal or interest or in any other material respect at any time in at least the past 25 years. No principal or interest on any obligation of the City is currently past due.

NO BOND PROCEEDS FOR CURRENT OPERATING EXPENSES

No proceeds from the sale of securities (except tax anticipation notes issued against revenues of a current fiscal year) have been used by the City for current operating expenses at any time in at least the past ten years.

BANKRUPTCY

The City is a "Municipality" as that term is defined in Title 11 of the United States Code (the "Bankruptcy Code"). Section 109(c) of the Bankruptcy Code prescribes the conditions and circumstances under which a Municipality may file a petition for relief under the Bankruptcy Code. As a debtor, a Municipality may only file for relief pursuant to Chapter 9 of the Bankruptcy Code ("Chapter 9"). Pursuant

to Section 303(a) of the Bankruptcy Code, no creditor or judgment holder of a Municipality may file a Chapter 9 petition on behalf of a Municipality.

Pursuant to Section 109(c)(2) of the Bankruptcy Code, before a municipality may file a petition under Chapter 9 of the Bankruptcy Code, a municipality must be specifically authorized by (a) state law or (b) a governmental officer or organization empowered to authorize such a filing. Accordingly, before a Municipality in the State may file for Chapter 9 protection, it must have specific authority granted to it. Currently, there is no State statute that prescribes, authorizes or otherwise contains authorization for any Municipality to file for Chapter 9 protection, or delegates such authority to a governmental officer or organization. As such, in order for a State Municipality, including the City, to file for Chapter 9 relief, the Municipality must obtain specific authority from the State Legislature.

The State Legislature is comprised of the Senate and the House of Representatives. The Senate is composed of 52 members, and the House of Representatives consists of 122 members. Each member of each chamber is elected to a four-year term. In the State, the Legislature convenes annually on the first Tuesday after the first Monday each January. Regular sessions of the State Legislature last 90 days in all years of an administration except for the first session after a new governor has been elected, when a 125-day session is held.

In order to obtain specific authority from the State Legislature to file for relief pursuant to Chapter 9, a Municipality would have to request both houses during the annual session of the State Legislature to approve a bill authorizing the Municipality to file for relief pursuant to Chapter 9 and such bill would have to be signed into law by the Governor of the State. There is no appeal process or any other proceeding under current State law that the Municipality may pursue if such requested specific authority is not granted by the State Legislature.

PURCHASER

The Series 2019 Bonds have been sold at public sale by the City to _____ (the "Purchaser"), and the Purchaser has agreed, subject to certain conditions, to purchase the Series 2019 Bonds at a price of \$_____, plus a premium of \$_____.

VALIDATION

The Series 2019 Bonds may, in the discretion of the Governing Body, be validated before the Chancery Court of Jackson County, Mississippi, as provided by Section 31-13-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time.

INDEPENDENT AUDITORS

The City has not requested and will not obtain a consent letter from its auditor for the inclusion of the audit report in this Official Statement. _____, the City's independent auditor (the "Auditor"), has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. The Auditor also has not performed any procedures relating to this Official Statement.

APPROVAL OF LEGAL PROCEEDINGS

Certain legal matters incident to the authorization and issuance of the Series 2019 Bonds are subject to the approval of Butler Snow LLP, Ridgeland, Mississippi ("Bond Counsel") whose approving legal opinion will be available at the time of delivery of the Series 2019 Bonds (see APPENDIX E hereto). No representation is made to the registered owners of the Series 2019 Bonds that Bond Counsel has verified the accuracy, completeness or fairness of the statements in this Official Statement and Bond Counsel assumes no responsibility to the registered owners of the Series 2019 Bonds except for the matters set forth in such legal opinion. Certain legal matters will be passed upon for the City by its counsel, Mayo Mallette, PLLC, Gautier, Mississippi.

CONTINUING DISCLOSURE

The City has covenanted for the benefit of the owners of the Series 2019 Bonds to provide certain financial information and operating data relating to the City within twelve months after the end of each Fiscal Year of the City beginning with the Fiscal Year ending on September 30, 2020 (the "Annual Report"), and to provide notices of the occurrence of certain enumerated events, in certain cases if deemed material under federal laws. The Annual Report and notices of material events will be filed by the City with (a) the Municipal Securities Rulemaking Board (the "MSRB") through MSRB's Electronic Municipal Market Assess system at <http://emma.msrb.org> ("EMMA") in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") pursuant to SEC Rule 15c2-12(b)(5) (the "Rule,"), and with (b) any public or private repository or entity designated by a state as a State Repository, if any, for the purposes of the Rule. This information will be made available free to securities brokers and the general public through EMMA. For the procedures for all filings and notices due to the MSRB, instructions will be provided on the following website for MSRB: <http://emma.msrb.org>. The specific nature of the information to be contained in the Annual Report or the notices of material events is summarized in APPENDIX F to this Official Statement. These covenants have been made in order to assist the Underwriter in complying with the Rule.

There have been instances in each of the past five years that the City has failed to file certain annual financial information and operating data as required by its prior continuing disclosure undertakings. In addition, there have been instances in which some tables included in its prior continuing disclosure undertakings were not included in every filing on EMMA. The City filed certain information required under its continuing disclosure undertakings, including notice of failure to file certain information required under its continuing disclosure undertakings for its prior debt subject to the Rule. Said failure to file and material event notices can be found on EMMA. The City has adopted policies and procedures to ensure timely filing of its annual financial information (the "Policy"). Pursuant to the Policy, a staff designee of the City will appoint or engage a dissemination agent to assist in carrying out its obligations under the Policy and/or the staff designee will be responsible for submitting the information required under the Policy. In accordance with the Policy, the City has hired a dissemination agent to file the City's required annual report. The City has also adjusted the timing of its reporting deadline on future issues to 12 months to ensure timely filing.

TAX MATTERS

General

In the opinion of Butler Snow LLP, Ridgeland, Mississippi ("Bond Counsel"), under existing laws, regulations, rulings and judicial decisions, interest on the Series 2019 Bonds (including any original issue discount properly allocable to the owner of a Series 2019 Bond) is excludable from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax. The opinion described above assumes the accuracy of certain representations and compliance by the City with covenants designed to satisfy the requirements of the Internal Revenue Code of 1986, as amended and supplemented (the "Code") that must be met subsequent to the issuance of the Series 2019 Bonds. Failure to comply with such requirements could cause interest on the Series 2019 Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2019 Bonds. The City has covenanted in the Bond Resolution and certain certificates to comply with such requirements. Bond Counsel has expressed no opinion regarding other federal tax consequences arising with respect to the Series 2019 Bonds.

In the opinion of Bond Counsel, interest on the Series 2019 Bonds is exempt from all income taxation in the State of Mississippi under existing laws, regulations, rulings and judicial decisions. The opinion addresses only the exemption of interest on the Series 2019 Bonds under the income tax laws of the State of Mississippi and does not address the tax treatment of the Series 2019 Bonds in any other state or jurisdiction.

Although Bond Counsel has rendered an opinion that interest on the Series 2019 Bonds is excludable from federal gross income and that the Series 2019 Bonds are exempt from all State of

Mississippi income tax, the accrual or receipt of interest on the Series 2019 Bonds may otherwise affect a bondholder's federal income tax, Mississippi or other state tax liability. The nature and extent of these other tax consequences will depend upon the bondholder's particular tax status and a bondholder's other items of income or deduction. Taxpayers who may be affected by such other tax consequences include, without limitation, financial institutions, certain insurance companies, S corporations, certain foreign corporations, individual recipients of Social Security or railroad retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry the Series 2019 Bonds. Bond Counsel expresses no opinion regarding any other such federal or state tax consequences. Prospective purchasers of the Series 2019 Bonds should consult their own tax advisors with regard to the other tax consequences of owning the Series 2019 Bonds.

The Series 2019 Bonds are **NOT** being issued as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended and supplemented from time to time.

Original Issue Premium Bonds

The Series 2019 Bonds that have an original yield below their respective interest rates, as shown on the inside cover of this Official Statement (collectively, the "Premium Bonds"), are being sold at a premium. An amount equal to the excess of the issue price of a Premium Bond over its stated redemption price at maturity constitutes premium on such Premium Bond. A purchaser of a Premium Bond must amortize any premium over such Premium Bond's term using constant yield principles, based on the purchaser's yield to maturity (or, in the case of Premium Bonds callable prior to their maturity, generally by amortizing the premium to the call date, based on the purchaser's yield to the call date and giving effect to any call premium). As premium is amortized, the amount of the amortization offsets a corresponding amount of interest for the period, and the purchaser's basis in such Premium Bond is reduced by a corresponding amount resulting in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes upon a sale or disposition of such Premium Bond prior to its maturity. Even though the purchaser's basis may be reduced, no federal income tax deduction is allowed. Purchasers of the Premium Bonds should consult their tax advisors with respect to the determination and treatment of premium for federal income tax purposes and with respect to the state and local tax consequences of owning a Premium Bond.

Original Issue Discount Bonds

The Series 2019 Bonds that have an original yield above their respective interest rates, as shown on the inside cover of this Official Statement (collectively, the "Discount Bonds"), are being sold at an original issue discount. The difference between the initial public offering prices of such Discount Bonds and their stated amounts to be paid at maturity constitutes original issue discount treated in the same manner for federal income tax purposes as interest, as described above.

The amount of original issue discount that is treated as having accrued with respect to a Discount Bond or is otherwise required to be recognized in gross income is added to the cost basis of the owner of the bond in determining, for federal income tax purposes, gain or loss upon disposition of such Discount Bond (including its sale, redemption or payment at maturity). Amounts received on disposition of such Discount Bond that are attributable to accrued or otherwise recognized original issue discount will be treated as federally tax-exempt interest, rather than as taxable gain, for federal income tax purposes.

Original issue discount is treated as compounding semiannually, at a rate determined by reference to the yield to maturity of each individual Discount Bond, on days that are determined by reference to the maturity date of such Discount Bond. The amount treated as original issue discount on such Discount Bond for a particular semiannual accrual period is equal to (a) the product of (i) the yield to maturity for such Discount Bond (determined by compounding at the close of each accrual period) and (ii) the amount that would have been the tax basis of such Discount Bond at the beginning of the particular accrual period if held by the original purchaser, less (b) the amount of any interest payable for such Discount Bond during the accrual period. The tax basis for purposes of the preceding sentence is determined by adding to the initial public offering price on such Discount Bond the sum of the amounts

that have been treated as original issue discount for such purposes during all prior periods. If such Discount Bond is sold between semiannual compounding dates, original issue discount that would have been accrued for that semiannual compounding period for federal income tax purposes is to be apportioned in equal amounts among the days in such compounding period.

Owners of Discount Bonds should consult their tax advisors with respect to the determination and treatment of original issue discount accrued as of any date, with respect to when such original issue discount must be recognized as an item of gross income and with respect to the state and local tax consequences of owning a Discount Bond. Subsequent purchasers of Discount Bonds that purchase such Discount Bonds for a price that is higher or lower than the "adjusted issue price" of the Discount Bonds at the time of purchase should consult their tax advisors as to the effect on the accrual of original issue discount.

Backup Withholding

As a result of the enactment of the Tax Increase Prevention and Reconciliation Act of 2005, interest on federally tax-exempt obligations such as the Series 2019 Bonds is subject to information reporting in a manner similar to interest paid on taxable obligations. Backup withholding may be imposed on payments to any owner of the Series 2019 Bonds that fail to provide certain required information including an accurate taxpayer identification number to any person required to collect such information pursuant to Section 6049 of the Code. The reporting requirement does not in and of itself affect or alter the excludability of interest on the Series 2019 Bonds from gross income for federal income tax purposes or any other federal tax consequence of purchasing, holding or selling federally tax-exempt obligations.

Changes in Federal and State Tax Law

From time to time, there are legislative proposals in the Congress and in the states that, if enacted, could alter or amend the federal and state tax matters referred to under this heading "TAX MATTERS" or adversely affect the market value of the Series 2019 Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether if enacted it would apply to bonds issued prior to enactment. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value of the Series 2019 Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Series 2019 Bonds or the market value thereof would be impacted thereby. Purchasers of the Series 2019 Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based on existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Series 2019 Bonds, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending legislation, regulatory initiatives or litigation.

PROSPECTIVE PURCHASERS OF THE SERIES 2019 BONDS ARE ADVISED TO CONSULT THEIR OWN TAX ADVISORS PRIOR TO ANY PURCHASE OF THE SERIES 2019 BONDS AS TO THE IMPACT OF THE CODE UPON THEIR ACQUISITION, HOLDING OR DISPOSITION OF THE SERIES 2019 BONDS.

DOCUMENTS ACCOMPANYING DELIVERY OF THE SERIES 2019 BONDS

Absence of Litigation

Upon delivery of the Series 2019 Bonds, the City shall furnish the certificate of the Mayor of the City, dated the date of delivery of the Series 2019 Bonds, to the effect that there is no pending litigation now of record in any court nor is there any litigation, to his knowledge, threatened or contemplated, affecting in any manner either directly or indirectly:

1. the Series 2019 Bonds;

2. the issuance, delivery, and validity of said Series 2019 Bonds;
3. the provision of funds to pay the interest thereon and principal thereof when such payments shall become due;
4. the proceedings and authority under which provision of funds is made;
5. the members of the Governing Body or their right to their respective offices at the time of the issuance, execution and delivery of said Series 2019 Bonds;
6. the tax-exempt status of the Series 2019 Bonds; or
7. the existence or powers of the City or the Governing Body.

Legal Matters

In addition to the approving legal opinion relating to the Series 2019 Bonds, the Purchaser will receive the opinion, dated the date of delivery of the Series 2019 Bonds, of Bond Counsel to the effect that, although it is not passing upon and does not assume any responsibility for the accuracy, completeness or fairness of the statements in this Official Statement, makes no representation that it has independently verified such statements and has necessarily assumed the fairness, accuracy and completeness thereof, on the basis of its participation in the preparation of portions of this Official Statement and in connection with the rendering of its opinion as to the validity of the Series 2019 Bonds, nothing has come to its attention that would give it reason to believe that the Official Statement (except for the financial and statistical data included herein, as to which no view need be expressed) contains any untrue statement of a material fact or omits to state any material fact that is required to be stated herein or necessary to make the statements contained herein, in light of circumstances under which they are made, not misleading.

Certificates

The Purchaser shall also receive a certificate, dated the date of the delivery of the Series 2019 Bonds, signed by the Mayor of the City and the Clerk of the City, certifying that, on the date of the execution of the certificate, they are duly chosen, qualified, and acting officers of the City occupying the offices indicated opposite their names. Further, the Mayor of the City and the Clerk of the City will certify that they have executed the Series 2019 Bonds by causing their signatures to be affixed to each Series 2019 Bond, and they do thereby recognize the said facsimile signatures as their true and lawful signatures, and they will further certify that the seal impressed upon each of said Series 2019 Bonds and on such certificate is the official seal of the City.

The Purchaser shall also receive a certificate, dated the date of delivery of the Series 2019 Bonds, signed by the Mayor of the City and the Clerk of the City certifying that this Official Statement, with respect to the Series 2019 Bonds, as of the date of this Official Statement, does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements herein, in light of the circumstances under which they are made, not misleading. In providing such certificate, the Mayor of the City and the Clerk of the City will state that they have not undertaken to independently verify information obtained or derived from the various State or federal government publications or other sources as presented herein.

MISCELLANEOUS

Any statements in this Official Statement involving matters of opinion or estimates, whether or not expressly so stated, are intended as such and not as representations of fact. No representation is made that any of the statements will be realized.

The references, excerpts and summaries of all documents referred to herein do not purport to be complete statements of the provisions of such documents, and reference is directed to all such

documents for full and complete statements of all matters of fact relating to the Series 2019 Bonds, the security for the payment of the Series 2019 Bonds and the rights and obligations of the registered owners thereof.

The information contained in this Official Statement has been taken from sources considered reliable but is not guaranteed. To the best of the City's knowledge, information in this Official Statement does not include any untrue statement of material fact nor does the information omit the statement of any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

References herein to the Act and the Resolution are only summaries, excerpts or brief outlines of certain provisions thereof and do not purport to summarize or describe all provisions thereof. Additional information may be obtained upon request from the office of the Clerk of the City, City Hall, 3330 Highway 90, Gautier, Mississippi 39553, attention: Cindy Russell; telephone: (228) 497-8000 and Government Consultants, Inc., 116 Village Boulevard, Madison, Mississippi 39110, telephone: (601) 982-0005.

The execution of this Official Statement has been duly authorized by the Mayor and City Council of the City of Gautier, Mississippi.

CITY OF GAUTIER, MISSISSIPPI

By _____
Phil Torjusen, Mayor

APPENDIX A
NOTICE OF BOND SALE

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NOTICE OF BOND SALE

\$6,000,000
CITY OF GAUTIER, MISSISSIPPI
COMBINED UTILITY SYSTEM REVENUE BONDS,
SERIES 2019

NOTICE IS HEREBY GIVEN that the Mayor and City Council (the "Governing Body") of the City of Gautier, Mississippi (the "City") will receive sealed bids in the Office of the City Clerk in the City Hall of the City located at 3330 Highway 90 in the City until the hour of 4:30 p.m. on December __, 2019, at which time said bids will be publicly opened by the City Clerk and read for the purchase at not less than par plus accrued interest, if any, to the date of delivery of \$6,000,000 aggregate principal amount City of Gautier, Mississippi Combined Utility System Revenue Bonds, Series 2019 (the "Bonds"). Award of the sale of the Bonds will be made by the Governing Body at their meeting to be held at 6:30 p.m. on said date.

THE BONDS: The Bonds will be dated the date of delivery thereof; will be delivered in definitive form as registered Bonds; will be in the denominations of \$5,000 or any integral multiple thereof; will be numbered from one upward in the order of issuance; will be payable as to principal at a bank or banks to be designated by the City to serve as paying and transfer agent for the Bonds; and will bear interest, payable semiannually on June 1 and December 1 of each year, commencing December 1, 2020, at the rate or rates of interest specified in the bid submitted by the successful bidder in accordance with this Notice of Bond Sale.

The Bonds will be issued in registered, book-entry-only form and all bidders for the Bonds must be participants of The Depository Trust Company, New York, New York ("DTC"), or affiliated with its participants. The Bond certificates will be deposited with DTC. DTC will be responsible for maintaining a book-entry system for recording the interests of its participants and for the transfer of the interests among its participants. The participants will be responsible for maintaining records regarding the beneficial ownership interests in the Bonds on behalf of the individual purchasers. Individual purchases may be made in the principal amount of \$5,000 or any multiple thereof through book entries made on the books and records of DTC and its participants. Unless the book-entry-only system is discontinued, Bond principal and interest payments will be made by the City to DTC through the Paying and Transfer Agent. DTC will then be responsible for distributing such payments to DTC participants for subsequent remittance to the owners of beneficial interests in the Bonds. Payment of principal and interest on the Bonds to DTC is the responsibility of the City, disbursement of such payments to DTC participants shall be the responsibility of DTC, and disbursements of such payments to the owners of beneficial interests shall be the responsibility of DTC participants and not the responsibility of the City. The City will have no responsibility or obligation to DTC participants or owners of beneficial interests in the Bonds, with respect to the payment by DTC or any DTC participants, of the principal of or interest on the Bonds or the providing of notice to DTC participants or owners of beneficial interests in the Bonds or with respect to: (a) the accuracy of any records maintained by DTC or any DTC participant; or (b) any consent given or other action taken by DTC as owner of the Bonds.

MATURITIES: The Bonds will mature on December 1 in the years and in the principal amounts shown below:

Year	Principal Amount	Year	Principal Amount
2020	\$205,000	2030	\$300,000
2021	215,000	2031	310,000
2022	220,000	2032	320,000
2023	230,000	2033	335,000
2024	240,000	2034	345,000
2025	250,000	2035	360,000
2026	260,000	2036	375,000
2027	265,000	2037	385,000
2028	280,000	2038	400,000
2029	290,000	2039	415,000

REDEMPTION: The Bonds maturing December 1, 2030 and thereafter will be subject to redemption prior to their respective maturities, at the option of the City, on and after December 1, 2020, either in whole or in part on any date, as selected by the City among maturities, and by lot within each maturity, at the principal amount thereof, together with accrued interest to the date fixed for redemption and without premium.

AUTHORITY AND SECURITY: The Bonds will be issued pursuant to the provisions of Sections 21-27-11 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "Act"). The Bonds are to be secured by a lien on and payable from the revenues derived and to be derived from the operation of the combined waterworks, water supply, sewerage, and sewer disposal facilities of the City (the "System") after payment of the reasonable and necessary expense of operating and maintaining the System and the debt service on any State Revolving Fund Loans existing on the date of issuance of the Bonds (the "Net Revenues") and other security pledged for the Bonds. The Bonds are not general obligations of the City and the full faith, credit and taxing power of the City are not being pledged to the payment of the Bonds or interest thereon. The Bonds are being issued on parity with the City's \$3,500,000 Promissory Note (Gautier, Mississippi Combined Utility System Revenue Project), dated August 13, 2013, securing the \$3,500,000 Mississippi Development Bank Special Obligation Bonds, Series 2013 (Gautier, Mississippi Combined Utility System Revenue Project), dated August 13, 2013, and the City's \$4,000,000 Combined Utility System Revenue Bonds, Series 2018, dated June 1, 2018 (together, the "Prior Obligations").

The resolution under which the Bonds are being issued allows under certain circumstances for Additional Bonds to be issued by the City on parity with the Bonds and the Prior Obligations and secured by a parity lien on such Net Revenues and such Additional Bonds would be payable ratably from such Net Revenues along with the Bonds and the Prior Obligations.

PURPOSE: The Bonds are being issued to provide funds for the purpose of the improvement, repair, and extension of the System, and to pay the costs of the sale and issuance of the Bonds.

FORM OF BIDS: Bids should be addressed to the Governing Body and should be plainly marked "Bid for Combined Utility System Revenue Bonds, Series 2019, of the City of Gautier, Mississippi," and should be filed with the City Clerk on or prior to the date and hour hereinabove named. All bids should be submitted on the form prepared by the City, copies of which may be obtained from the City Clerk at City Hall, 3330 Highway 90, Gautier, Mississippi 39553.

INTEREST RATE AND BID RESTRICTIONS: The Bonds shall be sold at par plus accrued interest and shall not bear a greater overall maximum interest rate to maturity than thirteen percent (13%) per annum, nor shall the interest rate for any one maturity exceed thirteen percent (13%) per annum. No Bond shall bear more than one (1) rate of interest; each Bond shall bear interest from its date to its stated maturity date at the interest rate specified in the bid; all Bonds of the same maturity shall bear the same rate of interest from date to maturity; and the lowest interest rate specified shall not be less than seventy percent (70%) of the highest interest rate specified. Each interest rate specified in any bid must be a

multiple of one-eighth of one percent (1/8 of 1%) or one-tenth of one percent (1/10 of 1%) and a zero rate of interest cannot be named. All bids must comply fully with the terms and provisions of the Act.

GOOD FAITH DEPOSIT: Each bid must be accompanied by a cashier's check, certified check, or exchange, issued or certified by a bank located in the State of Mississippi, payable to the City of Gautier, Mississippi, in the amount of One Hundred Twenty Thousand Dollars (\$120,000.00) as a guaranty that the bidder will carry out its contract and purchase the Bonds if its bid is accepted. All checks of unsuccessful bidders will be returned immediately on award of the Bonds. If the successful bidder fails to purchase the Bonds pursuant to its bid and contract, then the amount of such good faith check shall be retained by the City as liquidated damages for such failure. No interest will be allowed on the amount of the good faith deposit.

BIDDER'S OPTION BOND INSURANCE: The City has applied for bidder's option bond insurance. Bidders should directly contact the City's municipal advisor, Government Consultants, Inc., 116 Village Boulevard, Madison Mississippi 39110, telephone: (601)982-0005, attention: Mr. Steve Pittman, for further information prior to the sale date.

AWARD OF BONDS: The award, if any, will be made to the bidder complying with the terms of sale and offering to purchase the Bonds at the lowest net interest cost to the City, which shall be determined by computing the aggregate interest on the Bonds over the life of the issue at the rate or rates of interest specified by the bidder, less premium offered, if any. It is requested that each bid be accompanied by a statement of the net interest cost (computed to six decimal places), but such statement will not be considered a part of the bid. All bids shall remain firm for three (3) hours after the time specified for the opening of bids, and an award of the Bonds, or rejection of bids, will be made by the Governing Body within said period of time.

RIGHT OF REJECTION, CANCELLATION: The Governing Body reserves the right to reject any or all bids submitted, as well as to waive any irregularity or informality in any bid. The successful bidder shall have the right, at its option, to cancel its agreement to purchase the Bonds if the Bonds are not tendered for delivery within sixty (60) days from the date of sale thereof, and in such event the Governing Body shall return to said bidder its good faith deposit. The Governing Body shall have the right, at its option, to cancel its agreement to sell the Bonds if within five (5) days after the tender of the Bonds for delivery the successful bidder shall not have accepted delivery of and paid for the Bonds, and in such event the Governing Body shall retain the successful bidder's good faith deposit as liquidated damages as hereinabove provided.

PAYING AGENT, TRANSFER AGENT, AND REGISTRAR: The Governing Body will designate a bank or banks in the State of Mississippi to serve as paying agent, transfer agent and registrar (the "Paying and Transfer Agent") for the Bonds. The Paying and Transfer Agent shall be subject to change by order of the Governing Body under the conditions and in the manner provided in the resolution under which the Bonds are issued. Both principal of and interest on the Bonds will be payable by check or draft mailed to registered owners of the Bonds as of the 15th day of the month preceding the maturity date for such principal or interest payment at the addresses appearing in the registration records of the City maintained by the Paying and Transfer Agent. The Bonds will be transferable only upon the records of the Paying and Transfer Agent, and the payment of principal at maturity shall be conditioned on the proper presentation and surrender of the Bonds to the Paying and Transfer Agent.

PRELIMINARY OFFICIAL STATEMENT: Bidders must acknowledge in their respective bids that they have received and reviewed the City's preliminary official statement related to the issuance of the Bonds (the "Preliminary Official Statement"). The City deems the Preliminary Official Statement to be "final" as described in SEC Rule 15c2-12(b)(1) for the purposes of such Rule. Upon award of the Bonds to the successful bidder, the City will prepare a final official statement in connection with the Bonds (the "Official Statement") in substantially the form of the Preliminary Official Statement, subject to minor amendments and supplementations. A reasonably sufficient number of Official Statements will be made available to the successful bidder at the expense of the City within seven (7) business days of the award of the Bonds to such bidder. Copies of the Preliminary Official Statement may be obtained from Ms.

Cindy Russell, City Clerk, City of Gautier, 3330 Highway 90, Gautier, Mississippi 39553 telephone: (228)497-8000, or the City's municipal advisor, Government Consultants, Inc., 116 Village Boulevard, Madison Mississippi 39110, telephone: (601)982-0005, attention: Mr. Steve Pittman.

The successful bidder must file the Official Statement with a nationally recognized municipal securities information repository (a "Repository") at the earliest practicable date after the date of delivery of the Bonds as required by SEC Rule 15c2-12 and must notify the City of the date which is the "end of the underwriting period" within the meaning of such SEC Rule 15c2-12.

In order to assist bidders in complying with SEC Rule 15c2-12(b)(5), the City, pursuant to a resolution of the Governing Body and a continuing disclosure certificate, will agree to provide annual reports and notices of certain events. A summary of the City's procedures with regard to continuing disclosure is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement.

SUCCESSFUL BIDDERS: The successful bidder shall assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at the closing for the Bonds an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, in a form reasonably required by the City and Bond Counsel.

The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the "competitive sale requirements") because:

(a) the City shall disseminate this Notice of Bond Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;

(b) all bidders shall have an equal opportunity to bid;

(c) the City may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and

(d) the City anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in this Notice of Bond Sale.

Any bid submitted pursuant to this Notice of Bond Sale shall be considered a firm offer for the purchase of the Bonds, as specified in the bid.

In the event that the competitive sale requirements are not satisfied, the City shall so advise the winning bidder. The City shall treat the first price at which 10% of a maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity, applied on a maturity-by-maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity). The winning bidder shall advise the City if any maturity of the Bonds satisfies the 10% test as of the date and time of the award of the Bonds. The City will not require bidders to comply with the "hold-the-offering-price rule" and therefore does not intend to use the initial offering price to the public as of the sale date of any maturity of the Bonds as the issue price of that maturity. Bids will not be subject to cancellation in the event that the competitive sale requirements are not satisfied. Bidders should prepare their bids on the assumption that all of the maturities of the Bonds will be subject to the 10% test in order to establish the issue price of the Bonds.

If the competitive sale requirements are not satisfied, then until the 10% test has been satisfied as to each maturity of the Bonds, the winning bidder agrees to promptly report to the City the prices at which the unsold Bonds of that maturity have been sold to the public. That reporting obligation shall

continue, whether or not the closing of the Bonds has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold.

By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public, if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder or such underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public, if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Bond Sale. Further, for purposes of this Notice of Bond Sale:

(a) "public" means any person other than an underwriter or a related party,

(b) "underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(c) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(d) "sale date" means the date that the Bonds are awarded by the City to the winning bidder.

DELIVERY: The successful bidder must designate within five (5) days of the date of sale, or at such other later date as may be designated by the Governing Body, the names and addresses of the registered owners of the Bonds and the denominations in which the Bonds of each maturity are to be issued. If the successful bidder fails to submit such information within the required time, one Bond may be issued for each maturity in the full amount maturing on that date registered in the name of the successful bidder. The Bonds will be delivered at a place to be designated by the purchaser and without cost to the purchaser, and payment therefor shall be made in immediately available funds.

CUSIP NUMBER: It is anticipated that CUSIP identification numbers will be secured and printed on the Bonds, but neither the failure to secure or print such numbers on any Bond nor any error with respect thereto shall constitute cause for failure or refusal by the successful bidder to accept delivery of and pay for the Bonds in accordance with its agreement to purchase the Bonds. All expenses in relation

to the printing of CUSIP numbers on the Bonds shall be paid for by the City; provided, however, that the CUSIP Global Services charge for the assignment of said numbers shall be paid for by the successful bidder.

LEGAL OPINION; CLOSING DOCUMENTS, ETC.: In the opinion of Butler Snow LLP ("Bond Counsel"), assuming compliance by the City with certain tax covenants, under existing statutes, regulations, rulings and court decisions, interest on the Bonds is excludable from gross income for federal income tax purposes. Interest on the Bonds is not a specific preference item for purposes of the federal alternative minimum tax. Bond Counsel will express no other opinion regarding other federal tax consequences resulting from the ownership, receipt or accrual of interest on or disposition of the Bonds. In addition, Bond Counsel is further of the opinion that under and pursuant to the Act, the Bonds and interest thereon are exempt from income taxation in the State of Mississippi.

The Bonds are **NOT** being issued as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended and supplemented from time to time.

The final approving opinion of Bond Counsel, relating to the validity and tax exemption of the Bonds, together with a non-litigation certificate of the City dated the date of delivery of the Bonds, and a transcript of the proceedings relating to the Bonds will be delivered to the successful bidder without charge

FURTHER INFORMATION: Further information with respect to the Bonds may be obtained from Ms. Cindy Russell, City Clerk, City of Gautier, 3330 Highway 90, Gautier, Mississippi 39553 telephone: (228)497-8000, or the City's municipal advisor, Government Consultants, Inc., 116 Village Boulevard, Madison Mississippi 39110, telephone: (601)982-0005, attention: Mr. Steve Pittman.

DATED: November 5, 2019

CITY OF GAUTIER, MISSISSIPPI

By /s/Cindy Russell
City Clerk

APPENDIX B

ECONOMIC AND DEMOGRAPHIC INFORMATION OF THE CITY

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THE CITY

General Description

The City of Gautier, Mississippi (the "City") was established in 1867 at the mouth of the Pascagoula River Basin by Fernando Gautier. The City was incorporated in 1986 and is located in Jackson County, Mississippi (the "County") and abuts the Mississippi Gulf Coast waterfront. The City is approximately 105 miles east of New Orleans, Louisiana, approximately 17 miles east of Biloxi, Mississippi, and approximately 182 miles south of Jackson, Mississippi, the capitol of the State of Mississippi (the "State").

Population

City and State population figures have been recorded as follows:

	1990	2000	2010	2017
City	10,130	11,681	18,572	18,512
State	2,573,216	2,844,658	2,967,297	2,988,726

SOURCE: Census Data information at website: www.census.gov; February 2019.

Government

The City operates under a council-manager form of government. The City's governing authority is comprised of the Mayor and a six-member City Council (the "Council"), with five members of the Council being elected from designated wards or precincts, and the Mayor and one member of the Council being elected at large. The current Mayor and members of the Council, elected for concurrent four-year terms expiring on July 1, 2021, are as follows:

Name	Occupation	Position Held Since
Phil Torjusen	Mayor	July, 2017
Mary Martin	Councilwoman At-Large	November, 2010
Cameron B. George	Councilman	July, 2017
Richard "DJ" Jackson	Councilman	July, 2017
Casey Vaughan	Councilman	July, 2013
Rusty Anderson	Councilman	July, 2013
Adam Colledge	Councilman	July, 2009

SOURCE: Office of the City Clerk; February 2019.

Major Employers

The following is a listing of the County's major employers, their products or services and their approximate number of employees:

Employer	Employees	Product/Service
Huntington Ingalls	12,100	Naval Shipbuilding
Chevron Pascagoula Refinery	1,600 Full-time and 2,000+ Contract-workers	Petroleum Refinery
Singing River Health System	2,300	Healthcare
VT Halter Marine, Inc.	1,700	Ship Manufacturing
Pascagoula-Gautier Public School District	1,302	Education
Jackson County Public School District	1,200	Education
Jackson County, MS	775	Government
Ocean Springs School District	750	Education
Wal-Mart Supercenter in Pascagoula	450	Retail
Wal-Mart Supercenter in Ocean Springs	450	Retail
SUPSHIP, Conversion & Repair	400	Government
Descher Organization (McDonald's)	400	Fast Food Restaurants
Moss Point School District	369	Education
MS Power Company	280	Utility
City of Pascagoula	275	Government
USN Gulf Coast Research Lab	206	Marine Science Research
City of Gautier	200	Government
MS Gulf Coast Community College	190	Higher Education

SOURCE: Jackson County Economic Development Foundation; February 2019.

Per Capita Income

Year	County	Mississippi	United States	County as % Of U.S.
2017	\$36,449	\$36,636	\$51,640	71%
2016	35,890	35,812	49,831	72
2015	35,429	35,137	48,940	72
2014	34,905	34,633	47,025	74
2013	34,494	33,851	44,826	77

¹ Per capita personal income was computed using Census Bureau midyear population estimates. Estimates for 2013-2017 reflect county population estimates available as of March 2018; last updated November 15, 2018.

SOURCE: Bureau of Economic Analysis: Regional Economic Accounts at website: www.bea.gov, 2013-2017; February 2019.

County Employment Statistics

	2013	2014	2015	2016	2017
Residence Based Employment					
Civilian Labor Force	60,950	59,100	58,980	59,180	59,120
Unemployed	5,410	4,720	4,150	3,900	3,450
Unemployment Rate	8.9	8.0	7.0	6.6	5.8
Employed	55,540	54,380	54,830	55,280	55,670
Establishment Based Employment					
Manufacturing	13,460	14,590	14,390	14,440	14,060
Non-manufacturing (Total)	38,830	37,800	37,920	37,580	36,990
Agriculture, Forestry, Fishing, Hunting	30	30	40	50	40
Mining	70	60	50	40	30
Utilities	460	470	520	470	500
Construction	5,330	4,470	4,450	3,980	3,270
Wholesale Trade	520	540	570	540	520
Retail Trade	4,730	4,710	4,790	4,910	4,960
Transportation & Warehousing	830	720	560	540	490
Information	610	610	630	570	540
Finance & Insurance	1,050	1,060	1,080	1,090	1,090
Real Estate, Rental & Leasing	390	400	420	480	480
Professional, Scientific & Technical Services	1,700	1,680	1,780	1,810	1,850
Management of Companies & Entertainment	470	460	470	380	350
Administrative Support & Waste Management	2,890	3,100	2,600	2,160	2,160
Educational Services	160	130	150	180	210
Health Care & Social Assistance	3,200	3,280	3,420	3,590	3,660
Arts, Entertainment & Recreation	0	0	0	0	0
Accommodation & Food Services	4,460	4,450	4,660	4,950	5,000
Other Services (except Public Administration)	1,800	1,740	1,760	1,730	1,710
Government	10,130	9,890	9,970	10,110	10,130
Education	3,820	3,800	3,810	3,850	3,870
Total Nonagricultural Employment	52,290	52,390	52,310	52,020	51,050

SOURCE: Annual Labor Force, Labor Market Information Department, Mississippi Employment Security Commission, Annual Averages 2011 forward, last revision May 2, 2018. Note: This represents the most current information available as of February 2019.

County Unemployment Statistics

Year	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.	Dec.	Annual Average
2013	10.5	9.4	9.0	8.5	9.1	9.5	9.0	8.2	8.4	8.5	8.2	8.2	8.9%
2014	9.1	8.3	8.2	7.5	8.3	8.6	8.4	7.7	7.6	7.4	7.3	7.4	8.0%
2015	8.1	7.1	6.8	6.5	7.4	7.8	7.5	6.5	6.6	6.6	6.7	6.8	7.0%
2016	7.3	6.7	6.5	6.2	6.8	7.4	7.0	6.3	6.3	6.2	5.9	6.2	6.6%
2017	7.2	6.2	5.9	5.3	6.0	6.5	6.4	5.5	5.5	5.2	5.0	5.3	5.8%
2018	5.3	5.2	5.0	4.8	5.7	6.4	6.0	5.6	5.4	4.9	4.8	--	--

SOURCE: *Annual Labor Force Report*, Labor Market Information Department, Mississippi Employment Security Commission. Note: This represents the most current information available as of February 2019.

Retail Sales

State Fiscal Year Ended June 30	Gautier
2018	\$175,550,377
2017	174,079,615
2016	175,930,251
2015	167,817,984
2014	166,943,639

SOURCE: *Annual Report* for each year shown, Mississippi Department of Revenue; February 2019.

Educational Facilities

The Pascagoula-Gautier School District (the "District") currently consists of the entire City of Gautier, most of the City of Pascagoula and certain outlying areas in Jackson County not located in the city limits of the City of Gautier and the City of Pascagoula. The District currently operates 19 schools - ten elementary schools (K-5), two middle schools (6-8), two sixth grade academies, two high schools (9-12), and three specialty schools. Currently the District employs a total of approximately 1,300 people, with approximately 650 of those being certified teachers.

Enrollment figures for the District's current scholastic year and the previous four years are as follows:

Scholastic Year	Enrollment
2018-19	6,866
2017-18	7,054
2016-17	7,256
2015-16	7,227
2014-15	7,129

SOURCE: Pascagoula-Gautier School District and Office of Research and Statistics, Mississippi Department of Education; February 2019.

Employee Benefits; Impact of GASB-68

The City has no pension plan or retirement plan for its employees. City employees are members of and contribute to the Mississippi Public Employees' Retirement System (PERS), a cost-sharing, multiple employer retirement system administered by the State for the benefit of its local governments and State personnel. Benefit provisions are established by State statute and may be amended from time to time only by the State Legislature.

In June 2012, the Government Accounting Standards Board issued Statement No. 68, Accounting and Financial Reporting for Pensions ("GASB-68"). The objective of GASB-68 is to improve accounting and financial reporting of government pensions. Also, GASB-68 improves information provided by government employers about financial support for pensions that is provided by other entities. Requirements of GASB-68 are effective for financial statements whose fiscal year begins after June 15, 2014 (Fiscal Year 2015 for the City).

Employer contribution rates are set by State statute. The percentage that an employer is required to contribute was increased from 14.26% to 15.75% effective July 1, 2013. The adequacy of these rates is assessed annually by actuarial valuation. As a result of the implementation of GASB-68 and based on the actuarial report of Cavanaugh McDonald Consulting, LLC for Fiscal Year 2017, the total unfunded actuarial accrued liability attributable to the City is \$11,636,376, based upon the City's percentage of total employer contributions to PERS. See page 37 of the City's Fiscal Year 2017 Audited Financial Statement.

TAX INFORMATION

Assessed Valuation¹

Assessment Year	Real Property	Personal Property ²	Public Utility Property	Total
2018	\$88,976,976	\$24,760,086	\$7,612,361	\$121,349,423
2017	88,910,357	24,142,590	7,518,392	120,571,339
2016	88,951,909	22,960,414	7,448,723	119,361,046
2015	84,931,947 ³	22,026,196	8,377,308	115,335,451
2014	89,505,278	23,885,955	8,356,674	121,747,907

¹ The total assessed valuation is approved in September preceding the fiscal year of the City and represents the value of real property, personal property and public utility property for the year indicated on which taxes are assessed for the following fiscal year's budget. For example, the taxes for the assessed valuation figures for 2018 are collected starting in February 2019 for the 2018-19 fiscal year budget of the City.

² Personal Property includes mobile homes and automobiles.

³ Decrease in real property assessed value due to the demolition of commercial property during the 2015 tax year, and subsequent adjustments to the tax rolls.

SOURCE: Jackson County Tax Assessor; February 2019.

Assessed valuations are based upon the following assessment ratios:

- (a) Real and personal property (excluding single-family owner-occupied residential real property and motor vehicles, respectively), fifteen percent (15%) of true value;
- (b) Single-family owner-occupied residential real property, ten percent (10%) of true value;
- (c) Motor vehicles and public utility property, thirty percent (30%) of true value.

The 1986 Session of the Mississippi Legislature adopted House Concurrent Resolution No. 41 (the "Resolution"), pursuant to which there was proposed an amendment to the Mississippi Constitution of 1890 (the "Amendment"). The Amendment provided, *inter alia*, that the assessment ratio of any one class of property shall not be more than three times the assessment ratio on any other class of property.

The Amendment set forth five classes of property and the assessment ratios which would be applicable thereto upon the adoption of the Amendment. The assessment ratios set forth in the Amendment are identical to those established by Section 27-35-4, Mississippi Code of 1972, as it existed prior to the Amendment, except that the assessment ratio for single-family, owner-occupied residential real property under the Amendment is set at ten percent (10%) of true value as opposed to fifteen percent (15%) of true value under previously existing law.

Procedure for Property Assessments

The Tax Assessor of Jackson County assesses all real and personal property subject to taxation in the County, including property in the City, except motor vehicles and property owned by public service corporations, both of which are required by law to be assessed by the Mississippi Department of Revenue.

Section 21-33-9, Mississippi Code of 1972, as amended, provides that the governing authorities of a municipality which is located within a county having completed a county-wide reappraisal approved by the Mississippi Department of Revenue and which has been furnished a true copy of that part of the county assessment roll containing the property located within a municipality as provided in Section 27-35-167, Mississippi Code of 1972, as amended, shall adopt such assessment rolls for its assessment purposes. The City is utilizing the assessment rolls of the County.

The City may not correct or revise such assessment rolls except for the purpose of conforming the municipal assessment roll to corrections or revisions made to the County assessment roll. All objections to the municipal assessment roll may be heard by the Board of Supervisors of the County at the time and in the manner that objections to the County assessment roll are heard. The Board of Supervisors shall notify, in writing, the Governing Body and the Tax Assessor of the City of any corrections or revisions made by it to the part of the County assessment roll adopted as the municipal assessment roll.

Tax Levy per \$1,000 Valuation¹

	2018-19	2017-18	2016-17	2015-16	2014-15
General Purposes	33.89 ²	30.09	26.79	26.79	26.79
Debt Service	8.11	8.11	8.11	8.11	8.11
Library	1.00	1.00	1.00	1.00	1.00
Public Safety	0.00	1.80	1.80	1.80	1.80
Total Levy	43.00	41.00	37.70	37.70	37.70

¹ Tax levy figures are given in mills.

² 2.8 mills is dedicated to public safety.

SOURCE: Office of the City Clerk; September 2019.

Ad Valorem Tax Collections of the City¹

Fiscal Year Ended September 30	Amount Budgeted	Amount Collected	Difference Over/(Under)
2018	\$4,639,851	\$4,720,891	\$81,040
2017	4,217,327	4,327,480	110,153
2016	4,107,909	4,113,896	5,987
2015	4,322,574	4,263,480	(59,094)
2014	3,217,821	3,183,344	(34,477)

¹ Does not include school taxes.

SOURCE: Office of the City Clerk; February 2019.

Procedure for Tax Collections

The Governing Body is required to levy a special tax upon all of the taxable property within the geographical limits of the City each year sufficient to provide for the payment of the principal of and interest on the City's general obligation bonds. If any taxpayer neglects or refuses to pay his taxes on the due date thereof, the unpaid taxes bear interest at the rate of one percent (1%) per month or fractional part thereof from the delinquent date to the date of payment of such taxes. When enforcement officers take action to collect delinquent taxes, other fees, penalties and costs may accrue. Both real property and personal property are subject to public tax sale.

Section 21-33-63, Mississippi Code of 1972, as may be amended from time to time, and related statutes provide that after the fifteenth day of February and after the fifteenth day of August in each year, the tax collector for each municipality shall advertise all lands in such municipality on which all the taxes due and in arrears have not been paid, as well as all land liable for sale on the first Monday of April or the third Monday of September following, as the case may be.

Reappraisal of Property and Limitation on Ad Valorem Levies

Senate Bill No. 2672, General Laws of Mississippi, Regular Session 1980, codified in part as Sections 27-35-49 and 27-35-50, Mississippi Code of 1972 (the "Reappraisal Act"), provides that all real and personal property in the State shall be appraised at true value and assessed in proportion to true value. To ensure that property taxes do not increase dramatically as the counties complete reappraisals, the Reappraisal Act provides for the limit on increase in tax revenues discussed below.

The statute limits ad valorem tax levies by the City subsequent to October 1, 1980, to a rate which will result in an increase in total receipts of not greater than ten percent (10%) over the previous year's receipts, excluding revenue from ad valorem taxes on any newly constructed properties, any existing properties added to the tax rolls or any properties previously exempt which were not assessed in the next preceding year. This limitation does not apply to levies for the payment of the principal of and the interest on general obligation bonds issued by the City or to certain other specified levies. The limitation may be increased only if the proposed increase is approved by a majority of those voting in an election held on such question.

On August 20, 1980, the Mississippi Supreme Court rendered its decision in *State Tax Commission v. Fondren*, 387 So.2d 712, affirming the decree of the Chancery Court of the First Judicial District of Hinds County, Mississippi, wherein the Mississippi Department of Revenue (formerly the State Tax Commission) was enjoined from accepting and approving assessment rolls from any county in the

State for the tax year 1983 unless the Mississippi Department of Revenue equalized the assessment rolls of all of the counties. Due to the intervening passage of the Reappraisal Act, the Supreme Court reversed that part of the lower court's decree ordering the assessment of property at true value (although it must still be appraised at true value), holding instead that assessed value may be expressed as a percentage of true value. Pursuant to the Supreme Court modification of the Chancellor's decree, on November 15, 1980, the Mississippi Department of Revenue filed a master plan to assist counties in determining true value. On February 7, 1983, the Chancery Court granted an extension until July 1, 1984, of its previous deadline past which the Mississippi Department of Revenue could not accept and approve tax rolls from counties which had not yet reappraised. The City has completed reappraisal.

Homestead Exemption

The Mississippi Homestead Exemption Law of 1946 reduces the local tax burden on homes qualifying by law and substitutes revenues from other sources of taxation on the State level as a reimbursement to the local taxing units for such tax loss. Provisions of the homestead exemption law determine qualification, define ownership and limit the amount of property that may come within the exemption. The exemption is not applicable to taxes levied for the payment of the Bonds, except as hereinafter noted.

Those homeowners who qualify for the homestead exemption and who have reached the age of sixty-five (65) years on or before January 1 of the year for which the exemption is claimed, service-connected, totally disabled American veterans who were honorably discharged from military service and those qualified as disabled under the federal Social Security Act are exempt from any and all ad valorem taxes on qualifying homesteads not in excess of \$7,500 of assessed value thereof.

The tax loss resulting to local taxing units from properly qualified homestead exemptions is reimbursed by the Mississippi Department of Revenue. Beginning with the 1984 supplemental ad valorem tax roll and for each roll thereafter, no taxing unit shall be reimbursed an amount in excess of one hundred six percent (106%) of the total net reimbursement made to such taxing unit in the next year.

Largest Taxpayers

The ten largest taxpayers in the City of Gautier for assessment year 2017 are as follows:

Taxpayer	Assessed Valuation	Taxes Collected
Singing River EPA	\$7,527,872	\$323,699
Lowe's Home Centers, Inc #2700	1,670,928	245,291
Bienville Medical	1,443,345	220,816
KLP Toulon Apartments, LP	1,829,764	252,191
Reserve of Gautier, LLC	758,262	111,312
Ocean Estates II, LLC	716,096	105,122
Villas of Hickory Hills, Inc.	691,475	101,508
Belk	505,978	74,276
Jerry Lee's	450,910	66,192
MS Apartments LLC	442,615	64,975
Totals:	\$16,037,245	\$1,565,382

SOURCE: Office of the Jackson County Tax Collector; February 2019.

DEBT INFORMATION

Legal Debt Limit Statement¹

(as of February 1, 2019)

	15% Limit	20% Limit
Authorized Debt Limit (Last Completed Assessment for Taxation - \$121,349,423)	\$18,202,413	\$24,269,885
Present Debt Subject to Debt Limits	5,280,000	5,280,000
Margin for Further Debt Under Debt Limits	\$12,922,413	\$18,989,885

¹ Does not include the City Bond.

SOURCE: Office of the City Clerk; February 2019.

Statutory Debt Limits

The City is subject to a general statutory debt limitation under which no municipality in the State may incur general obligation bonded indebtedness in an amount which will exceed fifteen percent (15%) of the assessed value of the taxable property within such municipality according to the last completed assessment for taxation.

In computing general obligation bonded indebtedness for purposes of such fifteen percent (15%) limitation, there may be deducted all bonds or other evidences of indebtedness issued for school, water and sewerage systems, gas and light and power purposes and for the construction of special improvements primarily chargeable to the property benefited, or for the purpose of paying a municipality's proportion of any betterment program, a portion of which is primarily chargeable to the property benefited. However, in no case may a municipality contract any indebtedness payable in whole or in part from proceeds of ad valorem taxes which, when added to all of its outstanding general obligation indebtedness, both bonded and floating, exceeds twenty percent (20%) of the assessed value of the taxable property within such municipality.

In arriving at the limitations set forth above, bonds issued for school purposes, bonds payable exclusively from the revenues of any municipally-owned utility, general obligation industrial bonds issued under the provisions of Sections 57-1-1 to 57-1-51, Mississippi Code of 1972, as amended, and special assessment improvement bonds issued under the provisions of Sections 21-41-1 to 21-41-53, Mississippi Code of 1972, as amended, are not included. Also excluded from both limitations are contract obligations subject to annual appropriations.

Outstanding General Obligation Bonded Debt

(as of February 1, 2019)

Issue	Date of Issue	Outstanding Principal
General Obligation Katrina Loan Refunding Bonds, Series 2010	02/01/10	\$ 540,000
General Obligation Bonds, Series 2010	08/01/10	4,740,000
Total		\$5,280,000

Outstanding Water and Sewer Revenue Bond Debt

(as of February 1, 2019)

Issue	Date of Issue	Outstanding Principal
State Revolving Fund Loan #3 ¹	01/06	\$ 559,260.41
State Revolving Fund Loan #4 ¹	09/06	671,081.04
State Revolving Fund Loan #4 ¹	10/06	864,995.18
State Revolving Fund Construction Loan #5 ¹	06/08	214,604.44
State Revolving Fund Construction Loan #6 ¹	09/09	428,757.08
State Revolving Fund Construction Loan #7 ¹	09/09	1,056,804.17
Combined Utility System Revenue Refunding Bonds, Series 2012 ²	5/31/12	1,390,000.00
Promissory Note Relating to Mississippi Development Bank Special Obligation Bonds (Combined Utility System Revenue Project) ³	8/13/13	2,815,000.00
Combined Utility System Revenue Bonds, Series 2018 ²	6/01/18	4,000,000.00
Total		\$12,000,502.32

¹ The SRF Loans of the State to the City were for the benefit of the City combined water and sewer system (the "System"). The SRF Loans have a lien on Revenues of the System; however, the debt service is collected by the Mississippi Department of Revenue by diverting sales tax collections prior to remittance of the sales tax to the City.

² Payable solely from the revenues derived from the operation of the combined utility system of the City, subject to the prior payment of the reasonable and necessary expense of operating and maintaining the System and the payment of the SRF loans.

³ Loan from the Mississippi Development Bank (the "Bank") secured by a Promissory Note under a Loan Agreement between the Bank and the City and is secured by revenues of the City derived from the operation of the combined utility system. The Promissory Note and Loan Agreement secure the Bank's \$3,500,000 Special Obligation Bonds, Series 2013 (Gautier, Mississippi Combined Utility System Revenue Project), dated August 13, 2013.

SOURCE: Office of the City Clerk; February 2019.

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General Obligation Annual Debt Service Requirements

FY Ending September 30	Principal	Interest	Total
2019	\$ 600,000.00	\$ 180,627.51	\$ 780,627.51
2020	630,000.00	161,262.51	791,262.51
2021	370,000.00	145,868.76	515,868.76
2022	385,000.00	134,768.76	519,768.76
2023	405,000.00	122,256.26	527,256.26
2024	390,000.00	109,093.76	499,093.76
2025	400,000.00	95,443.76	495,443.76
2026	405,000.00	81,443.76	486,443.76
2027	415,000.00	66,762.50	481,762.50
2028	420,000.00	51,200.00	471,200.00
2029	425,000.00	34,400.00	459,400.00
2030	435,000.00	17,400.00	452,400.00
Total	\$5,280,000.00	\$1,200,527.28	\$6,480,527.58

SOURCE: Office of the City Clerk; February 2019.

Overlapping/Underlying General Obligation Indebtedness

(As of February 2019)

Political Subdivision	2010 Population	2018-19 Current Assessed Valuation	General Obligation Bonded Debt	General Obligation Bonded Debt Per Capita
Jackson County ¹	139,668	\$2,007,041,955	\$46,724,039	\$334.54

School District	Current Assessed Valuation	General Obligation Bonded Debt
Pascagoula-Gautier School District	\$1,031,568,690	\$0.00 ²

¹Source: County Administrator, February 2018.

² Source: School district's FY 2017 Audit.

APPENDIX C

**FISCAL YEAR 2017 AUDITED FINANCIAL STATEMENT,
FISCAL YEAR 2018 BUDGET AND FISCAL YEAR 2019 BUDGET**

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FISCAL YEAR 2018 BUDGET

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FISCAL YEAR 2019 BUDGET

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APPENDIX D
DEFINITIONS

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DEFINITIONS

The following words and phrases shall have the following meanings unless the context otherwise requires:

Act

"Act" shall mean Sections 21-27-11 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time.

Additional Bonds

"Additional Bonds" shall mean additional bonds issued hereafter on parity with the Series 2019 Bonds and secured by Net Revenues of the System.

Beneficial Owner

"Beneficial Owner" shall mean, whenever used with respect to a Series 2019 Bond, the person in whose name such Series 2019 Bond is recorded as the beneficial owner of such Series 2019 Bond by a DTC Participant on the records of such DTC Participant, or such person's subrogee.

Bond Counsel

"Bond Counsel" shall mean Butler Snow LLP, Ridgeland, Mississippi.

Bond Resolution

"Bond Resolution" shall mean the resolution, adopted by the Governing Body on December ____, 2019, authorizing and directing the issuance of the Series 2019 Bonds.

Bond Year

"Bond Year" shall mean the one-year period (or shorter period beginning on the date of issue of the Series 2019 Bonds or ending on the final maturity date of the Series 2019 Bonds) ending at the close of business on the day selected by the City. If no day is selected by the City before the earlier of the final maturity date of the Series 2019 Bonds or the date that is five years after the date of issue of the Series 2019 Bonds, each Bond Year will end on each anniversary of the date of issue of the Series 2019 Bonds.

Bondholder or Bondholders or Holder or Holders

"Bondholder" or "Bondholders" or "Holder" or "Holders" or any similar term shall mean the registered owner of any Series 2019 Bond.

Bonds

"Bonds" shall mean the Series 2019 Bonds, the Utility Bonds and any Additional Bonds issued on parity with the Series 2019 Bonds and the Utility Bonds and secured by the Net Revenues of the System.

Business Day

"Business Day" shall mean any day other than (a) a Saturday, (b) a Sunday, (c) any other day on which banking institutions in New York, New York or Gautier, Mississippi, are authorized or required not to be open for the transaction of regular banking business, (d) any day the City Hall in Gautier, Mississippi is closed, or (e) a day on which the New York Stock Exchange is closed.

City

"City" shall mean the City of Gautier, Mississippi.

Clerk

"Clerk" shall mean the City Clerk of the City.

Closing

"Closing" shall mean the date of the delivery of the Series 2019 Bonds.

Code

"Code" shall mean the Internal Revenue Code of 1986, as amended, supplemented or superseded and the Regulations promulgated thereunder.

Consulting Engineers

"Consulting Engineers" shall mean any engineer or engineering firm employed by the City in connection with the System or for the purposes set out in the Bond Resolution.

Costs of the Project

"Costs of the Project" shall mean the costs of the acquisition, construction and equipping of the Project and, without intending thereby to limit or restrict any proper definition of such term under the provisions of the Act or the Bond Resolution, shall include the following:

(a) obligations incurred for labor and materials, for contractors, builders and materialmen in connection with construction, for machinery and equipment, for the restoration or relocation of property damaged or destroyed in connection with such construction, for the removal or relocation of structures and for the clearing of lands;

(b) the cost of acquiring by purchase, if such purchase shall be deemed expedient, and the amount of any deposit in court or award or final judgment in or any settlement or compromise of any proceeding to acquire by eminent domain, lands, property, property rights, rights-of-way, easements, franchises, licenses, options and partial payments thereon, the cost of demolishing or removing or relocating any buildings or structures on land so acquired, including the cost of acquiring any lands to which such buildings or structures may be moved, and the amount of any damages incident to or consequent upon the construction and operation of the Project;

(c) taxes or other municipal or governmental charges lawfully levied or assessed during construction upon the Project or any property acquired therefor, and premiums on insurance (if any) in connection with the Project during construction;

(d) the cost of borings and other preliminary investigations to determine foundation or other conditions, expenses necessary or incident to determining the feasibility or practicability of constructing the Project, and fees and expenses of engineers for making surveys and estimates of costs and of revenues and other estimates and for preparing plans and specifications and supervising construction, as well as for the performance of all other duties of engineers set forth in the Bond Resolution in relation to the construction of the Project and the issuance of the Series 2019 Bonds;

(e) expenses of administration properly chargeable to the Project, expenses of officers of the City in connection with the Series 2019 Bonds, legal expenses and fees, fees and expenses of any financial advisor or consultant, financing charges, capitalized interest, costs of audits and of preparing and issuing the Series 2019 Bonds, payments in connection with the 2019 Debt Service Reserve Fund, the 2019 Contingency Fund, the 2019 Depreciation Fund and all other items of expense reasonably incurred incident to the acquisition, construction and equipping of the Project, the financing thereof, the placing of the same in operation (including the initial premiums on any insurance required or obtained under the provisions of the Bond Resolution) and the acquisition of franchises and interest therefor, including abstracts of title, title insurance, costs of surveys and other expenses in connection with such acquisition; and

(f) any obligation or expense heretofore or hereafter incurred and any amount heretofore or hereafter advanced by the City for any of the foregoing purposes.

Current Expenses

"Current Expenses" shall mean the reasonable and necessary current expenses of maintenance, repair and operation of the System and shall include, without limiting the generality of the foregoing, expenses not annually recurring, premiums for insurance, administrative and engineering expenses relating to maintenance, repair and operation, fees and expenses of the Paying Agent, legal expenses, taxes lawfully imposed on the System, reasonable payments to pension or retirement funds for employees of the System and any other expense of the System required or permitted to be paid by the City under the provisions of the Bond Resolution or by law, but shall not include any allowance for depreciation or transfers to the credit of the 2019 Debt Service Fund, the 2019 Debt Service Reserve Fund, the 2019 Depreciation Fund or the 2019 Contingent Fund.

Debt Service Reserve Fund Requirement

"Debt Service Reserve Fund Requirement" shall mean the lesser of the following: (i) the maximum amount of principal and interest becoming due in the current or any future Bond Year, on all Series 2019 Bonds then outstanding; (ii) 125% of average annual debt service on the Series 2019 Bonds; or (iii) 10% of the stated principal amount of the Series 2019 Bonds, or if the Series 2019 Bonds have more than a de minimis amount (as defined in Section 1.148-1(b) of the Treasury Regulations) of original issue discount or premium, 10% of the issue price (as defined in Section 1.148-1(b) of the Treasury Regulations) of the Series 2019 Bonds, which Debt Service Reserve Fund Requirement may be funded with cash or a Reserve Fund Credit Facility; provided, however, that upon initial issuance of the Series 2019 Bonds, the Debt Service Reserve Fund Requirement will mean the amount set forth in (i) hereinabove and in future years if the amount of the Debt Service Reserve Fund Requirement should equal an amount in excess of the lesser of (i), (ii) and (iii) above, the funds held in the 2019 Debt Service Reserve Fund will not be invested at a yield in excess of the yield on the Series 2019 Bonds.

Direct Participant

"Direct Participant" shall mean a broker-dealer, bank or other financial institution for which the Securities Depository holds Series 2019 Bonds as a securities depository.

DTC

"DTC" means The Depository Trust Company, New York, New York.

DTC participants

"DTC participants" shall mean any participant for whom DTC is a Securities Depository Nominee.

Fiscal Year

"Fiscal Year" shall mean a period beginning on October 1 in any year and ending on September 30 of the following year.

Governing Body

"Governing Body" shall mean the Mayor and City Council of the City.

Indirect Participant

"Indirect Participant" shall mean a broker-dealer, bank or other financial institution for which the Securities Depository holds Series 2019 Bonds as a securities depository through a Direct Participant.

Mayor

"Mayor" shall mean the Mayor of the City.

Municipal Advisor

"Municipal Advisor" shall mean Government Consultants, Inc., Madison, Mississippi, as independent registered municipal advisor to the City.

Net Revenues

"Net Revenues" shall mean all Revenues remaining after payment of Current Expenses and debt service on the SRF Loans.

Operation and Maintenance Fund

"Operation and Maintenance Fund" shall mean the fund by that name held by the City for the operation and maintenance of the System.

Paying Agent

"Paying Agent" shall mean any bank, trust company or other institution designated by the Governing Body to make payments of the principal of and interest on the Series 2019 Bonds, and to serve as registrar and transfer agent for the registration of owners of the Series 2019 Bonds, and for the performance of other duties as may be specified by the Governing Body.

Person

"Person" shall mean an individual, partnership, limited liability company, corporation, trust or unincorporated organization and a government or agency or political subdivision thereof.

Principal and Interest Requirements

"Principal and Interest Requirements" for any Bond Year shall mean the sums sufficient for the payment of the principal of and interest on the Series 2019 Bonds, the Utility Bonds and any Additional Bonds which will mature and accrue during such period.

Prior Bond Resolutions

"Prior Bond Resolutions" shall collectively mean the 2012 Bond Resolution, the 2013 Loan Agreement and the 2018 Bond Resolution.

Project

"Project" shall mean (a) the improvement, repair and extension of the combined utility system of the City, (b) the funding of the 2019 Debt Service Reserve Fund, and (c) the payment of the costs of issuance of the Series 2019 Bonds.

Purchaser

"Purchaser" shall mean _____, the successful bidder for the Series 2019 Bonds.

Record Date

"Record Date" shall mean, as to interest payments, the 15th day of the month preceding the dates set for payment of interest on the Series 2019 Bonds and, as to payments of principal, the 15th day of the month preceding the maturity date thereof.

Redemption Date

"Redemption Date" shall mean the date on which the Refunded Bonds are called for redemption.

Redemption Price

"Redemption Price" shall mean the principal amount, plus the applicable premium, if any, and interest payable on the Refunded Bonds upon redemption prior to maturity.

Registered Owner

"Registered Owner" shall mean the person whose name shall appear in the registration records of the City maintained by the Paying Agent.

Revenue Fund

"Revenue Fund" shall mean the fund by that name held by the City for the deposit of Revenues of the System.

Revenues

"Revenues" shall mean all payments, proceeds, fees, charges, rents and all other income derived by or for the account of the City from its ownership and operation of the System, excluding all acreage, front-footage, assessment and similar fees and charges derived by the City in connection with the provision of or payment for capital improvements constituting a part of the System.

Securities Depository

"Securities Depository" shall mean The Depository Trust Company and any substitute for or successor to such securities depository that shall maintain a Book-Entry System with respect to the Bonds.

Securities Depository Nominee

"Securities Depository Nominee" shall mean the Securities Depository or the nominee of such Securities Depository in whose name there shall be registered on the registration records the Bonds to be delivered to such Securities Depository during the continuation with such Securities Depository of participation in its Book-Entry System.

Series 2012 Bonds

"Series 2012 Bonds" shall mean the \$9,185,000 (original principal amount) City of Gautier, Mississippi Combined Utility System Revenue Refunding Bonds, Series 2012, dated May 31, 2012, which have been paid in full.

Series 2018 Bonds

"Series 2018 Bonds" shall mean the \$4,000,000 (original principal amount) City of Gautier, Mississippi Combined Utility System Revenue Bonds, Series 2018, dated June 1, 2018.

Series 2019 Bonds

"Series 2019 Bonds" shall mean the Combined Utility System Revenue Bonds, Series 2019, of the City in an aggregate principal amount of \$6,000,000, dated the date of delivery thereof.

SRF Loans

"SRF Loans" shall mean the State Revolving Fund Loans, existing on the date of issuance of the Series 2019 Bonds, from the State to the City under Sections 49-17-1 *et seq.*, Mississippi Code of 1972,

as amended from time to time, which SRF Loans have a lien on Revenues of the System; however, the debt service for the SRF Loans is collected by the Mississippi Department of Revenue by diverting sales tax collections prior to remittance of the sales tax to the City and then subsequently reimbursed to the City from the Revenues of the System.

State

"State" shall mean the State of Mississippi.

System

"System" shall mean the combined waterworks, water supply, sewerage, and sewer disposal facilities of the City, including any enlargement and extension thereof.

2012 Bond Resolution

"2012 Bond Resolution" shall mean the resolution adopted by the Governing Body on April 24, 2012, authorizing and directing the issuance of the Series 2012 Bonds.

2013 Debt Service Fund

"2013 Debt Service Fund" shall mean the fund created and established under the 2013 Loan Agreement for the payment of debt service on the 2013 Note and bonds issued on parity therewith, including the Series 2019 Bonds.

2013 Note

"2013 Note" shall mean the \$3,500,000 (original principal amount) City of Gautier, Mississippi Promissory Note (Gautier, Mississippi Combined Utility System Revenue Project), dated August 13, 2013, securing the \$3,500,000 (original principal amount) Mississippi Development Bank Special Obligation Bonds, Series 2013 (Gautier, Mississippi Combined Utility System Revenue Project), dated August 13, 2013.

2013 Loan Agreement

"2013 Loan Agreement" shall mean the Loan Agreement by and between the Mississippi Development Bank and the City, dated August 13, 2013, as amended or supplemented, pursuant to which the City borrowed the proceeds of the \$3,500,000 (original principal amount) Mississippi Development Bank Special Obligation Bonds, Series 2013 (Gautier, Mississippi Combined Utility System Revenue Project), dated August 13, 2013, which are secured by the 2013 Note.

2018 Bond Resolution

"2018 Bond Resolution" shall mean the resolution adopted by the Governing Body on April 3, 2018, authorizing and directing the issuance of the Series 2018 Bonds.

2018 Debt Service Fund

"2018 Debt Service Fund" shall mean the fund created and established under the 2018 Bond Resolution for the Series 2018 Bonds and bonds issued on parity therewith, including the Series 2019 Bonds.

2019 Debt Service Fund

"2019 Debt Service Fund" shall mean the fund by that name provided for in the Bond Resolution.

2019 Contingent Fund

"2019 Contingent Fund" shall mean the fund by that name provided for in the Bond Resolution.

2019 Debt Service Reserve Fund

"2019 Debt Service Reserve Fund" shall mean the subaccount by that name provided for in the Bond Resolution.

2019 Depreciation Fund

"2019 Depreciation Fund" shall mean the fund by that name provided for in the Bond Resolution.

Utility Bonds

"Utility Bonds" shall mean the 2013 Note and the Series 2018 Bonds.

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APPENDIX E
FORM OF BOND COUNSEL OPINION

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[FORM OF BOND COUNSEL OPINION]

Mayor and City Council
City of Gautier, Mississippi
Gautier, Mississippi

Re: \$6,000,000 City of Gautier, Mississippi Combined Utility System Revenue Bonds, Series 2019

Ladies and Gentlemen:

We have acted as bond counsel ("Bond Counsel") for the City of Gautier, Mississippi (the "City"), in connection with the issuance of the Combined Utility System Revenue Bonds, Series 2019, dated the date of delivery thereof, in the total aggregate principal amount of \$6,000,000 (the "Series 2019 Bonds"). In such capacity, we have examined the Constitution and statutes of the State of Mississippi (the "State"), including particularly Sections 21-27-11 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "Act"), and certified copies of the proceedings had by the Mayor and City Council of the City (the "Governing Body"), including the adoption of resolutions on November 21, 2017, January 2, 2018, November 5, 2019 and December 3, 2019 (collectively, the "Resolution"), and other proofs submitted to us, relative to the sale and issuance by the City, acting by and through the Governing Body, of the Series 2019 Bonds.

The Series 2019 Bonds bear interest, mature and may be transferred and exchanged as set out in the Series 2019 Bonds and in the Resolution. Capitalized terms not defined herein are to be defined as set forth in the Resolution.

We have acted as Bond Counsel for the sole purpose of rendering an opinion with respect to the legality and validity of the Series 2019 Bonds under the laws of the State, including particularly the Act, and with respect to the excludability of the interest on the Series 2019 Bonds from federal and State income taxation. Regarding questions of fact material to our opinion, we have not investigated or verified original proceedings, records, data or other material, but have relied solely upon the certified transcript of proceedings described in the following paragraph and on the authenticity, truthfulness and completeness set forth in such documents, instruments and certificates. We have not assumed any responsibility with respect to the financial condition or capabilities of the City or the disclosure thereof in connection with the sale of the Series 2019 Bonds.

In our capacity as Bond Counsel, we have participated in the preparation of and have examined a certified transcript of proceedings pertaining to the Series 2019 Bonds which contains copies of certain proceedings of the City, customary certificates of officers, agents and representatives of the City and other public officials and other matters relating to the authorization and issuance of the Series 2019 Bonds, including a certification of the City prepared pursuant to Section 1.148-2(b)(2)(i) of the United States Treasury Regulations (the "Non-Arbitrage Certificate"). We have also examined Series 2019 Bond No. 1 of this issue.

Based on such examination and subject to the qualifications and assumptions that follow, it is our opinion, on the date hereof, that:

1. Such proceedings reflect lawful authority for the sale and issuance of the Series 2019 Bonds by the City pursuant to the Constitution and laws of the State, including the Act, and the provisions of the Resolution.
2. The Series 2019 Bonds have been duly authorized, executed and delivered by the City under the provisions of the Resolution.

3. The Series 2019 Bonds are legal, valid and binding limited obligations of the City and are secured by a lien on and are payable solely from the Net Revenues (as defined in the Resolution) derived from the operation of the System subject to the parity lien of the \$3,500,000 (original principal amount) City of Gautier, Mississippi Promissory Note (Gautier, Mississippi Combined Utility System Revenue Project), dated August 13, 2013, securing the \$3,500,000 (original principal amount) Mississippi Development Bank Special Obligation Bonds, Series 2013 (Gautier, Mississippi Combined Utility System Revenue Project), dated August 13, 2013, and the \$4,000,000 (original principal amount) City of Gautier, Mississippi Combined Utility System Revenue Bonds, Series 2018, dated June 1, 2018. The Series 2019 Bonds are not general obligations of the City and the full faith, credit and taxing power of the City are not being pledged to the payment of the Series 2019 Bonds or interest thereon.
4. Under the existing statutes, regulations, rulings and court decisions, subject to the assumption stated below, interest on the Series 2019 Bonds is excludable from gross income for federal income tax purposes. Furthermore, interest on the Series 2019 Bonds is not a specific preference item for purposes of the federal alternative minimum tax. We express no opinion regarding other federal tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of the Series 2019 Bonds. In rendering the opinion contained in this paragraph 4, we have assumed continuing compliance with the requirements of the Internal Revenue Code of 1986, as amended (the "Code"), that must be met after the issuance of the Series 2019 Bonds in order that interest on the Series 2019 Bonds not be includable in gross income for federal income tax purposes. The failure to meet such requirements may cause interest on the Series 2019 Bonds to be includable in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2019 Bonds.
5. Under and pursuant to existing laws of the State, the Series 2019 Bonds and interest thereon are exempt from all income taxes imposed by the State.

The Governing Body, acting for and on behalf of the City, has covenanted in the Resolution (a) to comply with each requirement of the Code necessary to maintain the excludability of interest on the Series 2019 Bonds from gross income for federal income tax purposes, and in furtherance thereof, to comply with the Non-Arbitrage Certificate, or such other covenants as may, from time to time, be required to be complied with in order to maintain the excludability of interest on the Series 2019 Bonds from gross income for federal income tax purposes, (b) to not use or permit the use of any of the proceeds of the Series 2019 Bonds, or any other funds of the City, directly or indirectly, to acquire any securities, Series 2019 Bonds or other investment property, and (c) to not take or permit to be taken any other action or actions, which would cause any Series 2019 Bond to be an "arbitrage bond" as defined in Section 148 of the Code. Failure of the City to comply with such covenants could result in the interest on the Series 2019 Bonds being subject to federal income tax from the date of issue.

In rendering the opinion in paragraph 4 above, Bond Counsel has assumed the continuing compliance by the City with the tax covenants and representations in the Resolution and the representations in the Non-Arbitrage Certificate. These requirements relate to, *inter alia*, the use and investment of the gross proceeds of the Series 2019 Bonds, the use of any facility, equipment or improvement financed or refinanced directly or indirectly with the proceeds of the Series 2019 Bonds and rebate to the United States Treasury of specified arbitrage earnings, if any. Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken) or events occurring (or not occurring) after the date of issuance of the Series 2019 Bonds have resulted in a failure of the City to comply with its covenants. Failure of the City to comply with such covenants could result in the interest on the Series 2019 Bonds becoming subject to federal income tax from the date of issue.

Owners of the Series 2019 Bonds should consult their own tax advisors as to the applicability and effect on their federal income taxes of any other collateral federal income tax consequences.

It is understood that the rights of the owners of the Series 2019 Bonds and the enforceability of the Series 2019 Bonds and the Resolution may be subject to bankruptcy, insolvency, reorganization,

moratorium and other similar law affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable, and that the enforcement thereof may be subject to the exercise of judicial discretion in appropriate cases.

In this opinion letter issued in our capacity as Bond Counsel, we are opining only upon those matters set forth herein, and we are not passing upon the accuracy, adequacy or completeness of any statements made in connection with any offer or sale of the Series 2019 Bonds or upon any federal or state tax consequences arising from the receipt or accrual of interest on or the ownership or disposition of the Series 2019 Bonds, except those specifically addressed herein.

In rendering the foregoing opinions, we have assumed the accuracy and truthfulness of all public records and of all certificates, resolutions, documents and other proceedings examined by us that have been executed or certified by public officials acting within the scope of their official capacities and have not verified the accuracy or truthfulness thereof. We also have assumed the genuineness of the signatures appearing upon such public records, certifications, resolutions, documents and proceedings. In rendering this opinion, we have relied upon the opinion of Bordis & Danos, PLLC, Ocean Springs, Mississippi, counsel for the City, dated the date hereof, as to the due authorization and execution by the City of the Series 2019 Bonds and the Resolution.

This opinion letter is issued as of the date hereof and we assume no obligation to revise or supplement this opinion letter to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Respectfully submitted,

BUTLER SNOW LLP

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APPENDIX F
CONTINUING DISCLOSURE CERTIFICATE

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CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (this "Disclosure Certificate") is executed and delivered by the City of Gautier, Mississippi (the "City") in connection with the execution and delivery of \$6,000,000 City of Gautier, Mississippi Combined Utility System Revenue Bonds, Series 2019 (the "Bonds"). The Bonds are being executed and delivered pursuant to resolutions adopted by the Mayor and City Council (the "Governing Body") of the City on November 21, 2017, January 2, 2018, November 5, 2019 and December 3, 2019 (collectively, the "Resolution"). The Bonds are being issued to raise money for the purpose of (a) financing the cost of the improvement, repair, and extension of the City's combined waterworks, water supply, sewerage, and sewer disposal facilities (the "System"), (b) funding a debt service reserve fund for the Bonds, and (c) paying the costs of the sale and issuance of the Bonds. The City covenants and agrees as follows:

SECTION 1. Purpose of this Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the Registered Owners (defined below) and the Beneficial Owners (defined below) of the Bonds in order to assist the Participating Underwriter (defined below) in complying with the Rule (defined below).

SECTION 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined herein, the following capitalized terms shall have the following meanings:

"Accompanying Information" shall mean any identifying information or other information then required to accompany the applicable filing pursuant to the Rule, currently including, without limitation, the 9 digit CUSIP numbers for the Bonds.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bond (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bond for federal income tax purposes.

"Business Day" shall mean any day other than (a) a Saturday, (b) a Sunday, (c) any other day on which banking institutions in New York, New York, or the city in which the Paying Agent maintains its principal place of business, are authorized or required not to be open for the transaction of regular banking business or (d) any day on which the New York Stock Exchange is closed.

"City Annual Financial Information" shall mean the information summarized herein below under the heading "Annual Financial Information - City Undertaking."

"EMMA" shall mean the Electronic Municipal Market Access System found at <http://emma.msrb.org> which is the electronic format prescribed by the MSRB pursuant to the Rule.

"Fiscal Year" shall mean a period beginning on October 1 in any year and ending on September 30 of the following year or such other twelve-month period as may be adopted by the City in accordance with law.

"Independent Accountant" shall mean any firm of certified public accountants appointed by the City which is independent pursuant to the Statement on Auditing Standards No. 1 of the American Institute of Certified Public Accountants or the State Auditor.

"Listed Events" shall mean any of the events listed in Section 5 of this Disclosure Certificate.

"MSRB" shall mean the Municipal Securities Rulemaking Board. The electronic filings with the MSRB shall be through EMMA.

"Participating Underwriter" shall mean the original purchaser of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

"Paying Agent" shall mean the paying agent, transfer agent and registrar of the Bonds appointed by the City.

"Registered Owner" shall mean the person or persons in whose name any Bond is registered on the registration records of the City.

"Repository" shall mean the MSRB and each State Repository, if any.

"Required Electronic Format" shall mean the electronic format then prescribed by the SEC or the MSRB pursuant to the Rule.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as in effect on the date of this Disclosure Certificate.

"State" shall mean the State of Mississippi.

"State Repository" shall mean any public or private repository or entity designated by the State as a State repository for the purposes of the Rule. As of the date of this Disclosure Certificate, there is no State Repository.

"Timely" as used herein with respect to filings required under the Rule shall have the meaning required under the Rule, which with respect to Listed Events currently means within ten (10) Business Days after the occurrence of the Listed Event.

SECTION 3. General. Nothing in this Disclosure Certificate shall prevent the City from disseminating any information in addition to that required by this Disclosure Certificate. If the City disseminates any such additional information, the City shall not have any obligation to update such information or include it in any further materials disseminated. All expenses and any other costs incurred by the City in complying with this Disclosure Certificate shall be paid by the City.

All filings with the MSRB under this Disclosure Certificate shall be made by electronically transmitting such filings through the EMMA Dataport at <http://www.emma.msrb.org>, as provided by the Rule.

SECTION 4. City Undertaking. The City hereby agrees for the benefit of the Registered Owners and the Beneficial Owners of the Bonds to provide, together with any Accompanying Information and in the Required Electronic Format:

(a) to each Repository, within twelve months after the end of each Fiscal Year of the City ending in or after September 30, 2020, but no later than September 30 of each year,

(1) the City Annual Financial Information relating to such Fiscal Year; or

(2) notice of the failure of the City to provide the City Annual Financial Information, or any portion thereof, in substantially the form attached hereto as Exhibit A; and

(b) (1) to each Repository, in a Timely manner, notice of any Listed Events; and

(2) to each Repository, in writing, in a Timely manner, notice of any event which, in the opinion of an authorized officer of the City had, or will have, a material effect on the financial condition or operations of the City.

SECTION 5. Listed Events. The City shall give or cause to be given notice of the occurrence of any of the following Listed Events with respect to the Bonds, together with any Accompanying Information and in Required Electronic Format, in a Timely manner not in excess of ten (10) business days after the occurrence thereof. All events mandated by the Rule are listed below; however, some may not apply to the Bonds.

- (1) Principal and interest payment delinquencies.
- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on the credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers or their failure to perform.
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.
- (7) Modification to rights of bondholders, if material.
- (8) Bond calls, if material, and tender offers.
- (9) Defeasances.
- (10) Release, substitution or sale of property securing repayment of the Bonds, if material.
- (11) Rating changes.
- (12) Bankruptcy, insolvency, receivership or similar event of the City¹.
- (13) The consummation of a merger, consolidation, or acquisition involving the Bank or the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.
- (15) Incurrence of a financial obligation² of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer, any of which affect security holders, if material.
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation² of the obligated person, any of which reflect financial difficulties.

SECTION 6. Annual Financial Information.

¹ For the purposes of the event identified in subparagraph (b)(5)(i)(C)(12) of the Rule, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and official or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

² For purposes of the events identified in subparagraphs (b)(5)(i)(C)(15) and (16) of the Rule, the term "financial obligation" is defined to mean a (A) debt obligation; (B) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (C) a guarantee of (A) or (B). The term "financial obligation" does not include municipal securities as to which a final official statement has been otherwise provided to the MSRB consistent with the Rule. Numerous other terms contained in these subsections and/or in the definition of "financial obligation" are not defined in the Rule; SEC Release No. 34-83885 contains a discussion of the current SEC interpretation of those terms. For example, in the Release, the SEC provides guidance that the term "debt obligation" generally should be considered to include only lease arrangements that operate as vehicles to borrow money.

General. The contents, presentation and format of the City Annual Financial Information may be modified from time to time as determined in the judgment of the City to conform to changes in the Rule to disclosure principles or practices and legal requirements followed by or applicable to the City, provided that such modifications shall comply with the requirements of the Rule.

City Undertaking. City Annual Financial Information is defined to include:

(a) audited financial statements for such Fiscal Year if audited financial statements are then available, and, if unavailable, such audited financial statements if and when they become available; and

(b) updated financial and operating information relating to the City and the System set forth in Exhibit B which is similar to the operating and financial information of the System contained in the Official Statement.

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues with respect to which the City is an "obligated person" (as defined by the Rule), which have been filed with each of the Repositories or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The City shall clearly identify each such other document so incorporated by reference.

SECTION 7. Financial Statements. The annual financial statements for the City for each Fiscal Year shall be prepared in accordance with generally accepted accounting principles in effect from time to time. Such financial statements shall be audited by an Independent Accountant.

SECTION 8. Remedies. This Disclosure Certificate is enforceable in accordance with its terms by any Registered Owner or Beneficial Owner of the Bonds either directly or as a third party beneficiary. Any Registered Owner or Beneficial Owner of the Bonds shall have the rights, for the equal benefit and protection of all Registered Owners and Beneficial Owners of the Bonds, by mandamus or other suit or proceeding at law or in equity, to enforce its rights against the City and any of the officers, agents and employees of the City, and to compel the City or any such officers, agents or employees to perform and carry out their duties under their respective undertakings; provided that such rights shall be limited to an action to compel specific enforcement of the obligations of the City hereunder and shall not include any rights to monetary damages.

SECTION 9. Amendments. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate and may waive any provision of this Disclosure Certificate, without the consent of the holders and beneficial owners of the Bonds, if such amendment or waiver does not, in and of itself, cause the undertakings herein (or action of any Participating Underwriter in reliance on the undertakings herein) to violate the Rule, but taking into account any subsequent change in or official interpretation of the Rule. The City will provide notice of such amendment or waiver to the MSRB.

SECTION 10. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Participating Underwriter and the holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 11. Termination of Reporting Obligation. The undertaking of the City hereunder shall terminate on the earliest of (i) the date of legal defeasance, prior redemption or payment in full of all of the Bonds; (ii) the date that the City shall no longer constitute an "obligated person" within the meaning of the Rule; or (iii) the date on which those portions of the Rule which require this written undertaking are held to be invalid by a court of competent jurisdiction in a non-appealable action, have been repealed retroactively or otherwise do not apply to the Bonds..

SECTION 12. Governing Law. This Disclosure Certificate is shall be governed by the laws of the State.

IN WITNESS WHEREOF, the City has caused this Disclosure Certificate to be executed by a duly authorized officer of the City as of this ____ day of December, 2019.

(SEAL)

CITY OF GAUTIER, MISSISSIPPI

By _____
Mayor

ATTEST:

By _____
City Clerk

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Gautier, Mississippi

Name of Bond Issue: \$6,000,000 City of Gautier, Mississippi Combined Utility System Revenue Bonds,
Series 2019

Date of Issuance: December ____, 2019

CUSIP Number: _____

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Certificate dated December ____, 2019. The Issuer anticipates that the Annual Report will be filed by _____.

Dated: _____

CITY OF GAUTIER, MISSISSIPPI

By: _____
Authorized Officer

EXHIBIT B

Name of Issuer: City of Gautier, Mississippi (the "City")

Name of Bond Issue: \$6,000,000 City of Gautier, Mississippi Combined Utility System Revenue Bonds, Series 2019

Date of Issuance: December ____, 2019

CUSIP Number: _____

The following table sets forth the current utility rate schedule for water and sewer customers in the City for fiscal year 20__:

	Current Rates 2018
Gallons	
Water	
First 3,000 Gallons (Residential)	
Over 3,000 Gallons (per 1,000 Gallons) (Residential)	
First 3,000 Gallons (Commercial)	
Over 3,000 Gallons (per 1,000 Gallons) (Commercial)	
Sewer²	
First 3,000 Gallons (Residential)	
Over 3,000 Gallons (per 1,000 Gallons) (Residential)	
First 3,000 Gallons (Commercial)	
Over 3,000 Gallons (per 1,000 Gallons) (Commercial)	
Wastewater Treatment	
First 3,000 Gallons (Commercial & Residential)	
Over 3,000 Gallons (per 1,000 Gallons) (Commercial & Residential)	
Garbage	
Monthly Charge	
Minimum Average Bill	

¹ The City bills their citizens/customers separately for wastewater treatment. Fire protection is provided through the City's general fund budget.

² Sewer only monthly charge is \$_____ for commercial and \$_____ for residential.

The total number of current water customers within the System is approximately _____. The total number of gallons of water used annually is approximately _____ million gallons for calendar year 20_____.

The ten largest users of water per gallon/per month are listed below as of _____, 20_____:

TEN LARGEST CUSTOMERS:	USAGE (gallons per month)

The capacity of the City's water system for fiscal year 20_____ is as follows:

Current Water System

Number of Gallons per day

Capacity

Peak daily load

Average daily usage

* Based on 24-hour capacity

The ten largest users of sewer per gallon/per month are listed below as of _____ 20_____:

TEN LARGEST CUSTOMERS:	USAGE (gallons per month)

The capacity of the City's sewer system for fiscal year 20____ is as follows:

Current Water System	Number of Gallons per day
Capacity	
Peak daily load	
Average daily usage	

The current outstanding debt of the System is listed below:

Bonds Outstanding¹	Outstanding Principal
--------------------------------------	------------------------------

Total Bonds Currently Outstanding

SRF Loans

Total SRF Loans Currently Outstanding

The last five years historical debt service coverage is as follows:

	Fiscal Year 20____	Fiscal Year 20____	Fiscal Year 20____	Fiscal Year 20____	Fiscal Year 20____
Total Revenues					
Total Expenditures					
Available for Debt Service					
Existing Debt Service					
Balance					
Debt Ratio					

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

Council Meeting:
Title:

**November 5, 2019
Approval of Docket of Claims**

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Approval of the Docket of Claims.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2019

WHEREAS, Miss. Code Ann. 21-39-9 requires governing authority to review all unpaid claims and determine if there is an obligation. An obligation exists if the related materials and supplies were properly contracted for and received by the municipality; and

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

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 5, 2019.

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CABLE ONE INC	200153	11/05/2019	10/15/2019			83.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	OCT 2019 SUBSTN: #107718827		10012019	10/08/2019			83.32
001	DELTA SANITATION OF MS LLC	200154	11/05/2019	10/15/2019			70.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	FRAZIER PORT O LET		0001051414	09/30/2019			35.00
	001-170-698	FRAZIER PORT O LET		0001058237	10/20/2019			35.00
001	ADVANCE AUTO PARTS	200155	11/05/2019	10/15/2019			245.14	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	128 OZ TURTLE CAR WASH (2)		7672	09/09/2019			12.86
	001-100-570	MPOWER JUMPIT JMPSTR (2)		9772	09/17/2019			160.78
	001-100-570	600A LITH JUMP START		9867	09/19/2019			55.60
	001-161-638	THERMOSTAT: ENG 2		0161	09/30/2019			15.90
001	CABLE ONE INC	200177	11/05/2019	10/16/2019			205.12	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	OCT 2019: #107718371		10012019	10/08/2019			205.12
001	CABLE ONE INC	200178	11/05/2019	10/16/2019			62.38	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	OCT CABLE BOX: #118476316		10012019	10/08/2019			62.38
001	MSC 7511	200183	11/05/2019	10/21/2019			1,544.98	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	FFO200-01 RENTAL FEE		INV3316624	10/08/2019			470.88
	001-092-698	MPC80003SP USAGE:B/W		INV3316624	10/08/2019			388.35
	001-092-698	MPC80003SP USAGE:COLOR		INV3316624	10/08/2019			324.48
	001-090-698	C4502 USAGE:B/W		INV3316624	10/08/2019			81.28
	001-090-698	C4502 USAGE:COLOR		INV3316624	10/08/2019			279.99
001	AT&T	200185	11/05/2019	10/21/2019			3,060.57	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		2284978000	10/14/2019			3,060.57
001	AT&T	200186	11/05/2019	10/21/2019			231.70	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		2284972172	10/14/2019			231.70
001	AT&T	200187	11/05/2019	10/21/2019			139.79	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		228497070	10/14/2019			139.79
001	AT&T	200188	11/05/2019	10/21/2019			32.42	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	NCIC TELECOM		2284970262	10/14/2019			32.42

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	GLOBALSTAR	200192	11/05/2019	10/22/2019			87.43	
	Account Number 001-092-605	Description MONTHLY SERVICE		Invoice # 0010737615	Date 10/16/2019	P.O.	Amount	87.43
001	C SPIRE WIRELESS	200196	11/05/2019	10/22/2019			531.77	
	Account Number 001-100-605	Description POLICE CELLS		Invoice # 0032680896	Date 09/12/2019	P.O.	Amount	531.77
001	SINGING RIVER ELECTRIC COOPERATIVE	200217	11/05/2019	10/28/2019			704.36	
	Account Number 001-161-631	Description BROWN FD 95237002		Invoice # 10152019	Date 10/23/2019	P.O.	Amount	268.53
	001-161-631	MARTIN BLUFF FD 58380001		10162019	10/24/2019			250.91
	001-201-629	SIGNAL LIGHTS 17546		10162019	10/24/2019			31.68
	001-092-631	CITY LIMIT SIGN 17546		10162019	10/24/2019			25.70
	001-100-631	MBLUFF SUB STN 58521002		10162019	10/24/2019			127.54
001	CABLE ONE INC	200221	11/05/2019	10/28/2019			83.32	
	Account Number 001-161-698	Description NOV 2019: CFD #122024086		Invoice # 10162019	Date 10/23/2019	P.O.	Amount	83.32
001	CABLE ONE INC	200222	11/05/2019	10/28/2019			83.32	
	Account Number 001-161-698	Description NOV 2019: NFD #122024383		Invoice # 10162019	Date 10/23/2019	P.O.	Amount	83.32
001	CABLE ONE INC	200223	11/05/2019	10/28/2019			83.32	
	Account Number 001-161-698	Description NOV 2019: SFD #122025091		Invoice # 10162019	Date 10/23/2019	P.O.	Amount	83.32
001	MSC 7511	200225	11/05/2019	10/28/2019			186.19	
	Account Number 001-100-699	Description FNK100-01 RENTAL FEE		Invoice # INV3334396	Date 10/19/2019	P.O.	Amount	160.26
	001-100-699	MPC2504EX USAGE:COLOR		INV3334396	10/19/2019			25.93
001	CORE DISTINCTION GROUP LLC	200227	11/05/2019	10/29/2019			4,500.00	
	Account Number 001-021-688	Description LODGING STUDY & PROFORMA		Invoice # 1111	Date 10/23/2019	P.O.	Amount	4,500.00
001	RETAIL STRATEGIES LLC	200228	11/05/2019	10/29/2019			8,750.00	
	Account Number 001-021-688	Description CONSULTING SERVICES		Invoice # 402-2B	Date 12/19/2019	P.O.	Amount	8,750.00
001	TERRENCE DOSSETT	200229	11/05/2019	10/29/2019			72.00	
	Account Number 001-161-681	Description PER DIEM ADV: FIRST		Invoice # 11182019	Date 10/25/2019	P.O.	Amount	72.00
001	FOSTERS A/C & HEATING INC	200230	11/05/2019	10/29/2019			138.00	
	Account Number 001-100-635	Description ADMIN HALL: DRAIN CLOG		Invoice # W1056448	Date 10/02/2019	P.O.	Amount	138.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FOSTERS A/C & HEATING INC	200231	11/05/2019	10/29/2019			190.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-635	SR CENTER: KITCHEN UNIT		W1056751	10/10/2019			76.00
	001-170-635	SR CENTER: NORTH UNIT		W1056764	10/10/2019			114.00
001	ROBERT JOHNSON	200232	11/05/2019	10/29/2019			345.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	REFEREE 11.5 GAMES		2019	10/22/2019			345.00
001	CORY BIALOTA	200233	11/05/2019	10/29/2019			390.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	REFEREE 13 GAMES		2019	10/22/2019			390.00
001	LEVI BROWN	200234	11/05/2019	10/29/2019			90.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	REFEREE 3 GAMES		2019	10/22/2019			90.00
001	PATRICK EVANS	200235	11/05/2019	10/29/2019			360.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	REFEREE 12 GAMES		2019	10/22/2019			360.00
001	COREY CROCKETT	200236	11/05/2019	10/29/2019			315.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	REFEREE 10.5 GAMES		2019	10/22/2019			315.00
001	LAKECIA WAITES	200237	11/05/2019	10/29/2019			60.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	REFEREE 2 GAMES		2019	10/22/2019			60.00
001	FUELMAN	200247	11/05/2019	10/29/2019			2,629.38	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP57084284	10/14/2019			78.13
	001-100-525	UNL FUEL		NP57084284	10/14/2019			2,049.54
	001-161-525	UNL & DSL FUEL		NP57084284	10/14/2019			376.64
	001-170-525	UNL & DSL FUEL		NP57084284	10/14/2019			75.36
	001-205-525	DSL FUEL		NP57084284	10/14/2019			49.71
001	FUELMAN	200249	11/05/2019	10/29/2019			2,946.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP57107530	10/21/2019			48.68
	001-092-525	UNL FUEL		NP57107530	10/21/2019			92.88
	001-100-525	UNL FUEL		NP57107530	10/21/2019			2,144.01
	001-161-525	UNL & DSL FUEL		NP57107530	10/21/2019			391.79
	001-170-525	UNL & DSL FUEL		NP57107530	10/21/2019			223.83
	001-205-525	UNL FUEL		NP57107530	10/21/2019			45.31
001	FUELMAN	200252	11/05/2019	10/29/2019			3,137.51	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-525	UNL FUEL		NP57136774	10/28/2019			61.21
	001-100-525	UNL FUEL		NP57136774	10/28/2019			2,329.49

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN	200252	11/05/2019	10/29/2019			3,137.51	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-161-525	UNL & DSL FUEL	NP57136774	10/28/2019				512.22
	001-170-525	UNL & DSL FUEL	NP57136774	10/28/2019				155.34
	001-205-525	UNL & DSL FUEL	NP57136774	10/28/2019				79.25
001	SHERRY FARABEE	200254	11/05/2019	10/29/2019			32.25	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-040-681	TRAVEL REIMB: MAGPPA CONF	10232019	10/29/2019				32.25
001	CINDY RUSSELL	200255	11/05/2019	10/29/2019			142.78	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-040-681	TRAVEL REIMB: CLERKS TRNG	10252019	10/29/2019				63.90
	001-040-681	MILEAGE REIMB: 136 MILES	10252019	10/29/2019				78.88
001	PITNEY BOWES PURCHASE POWER	200256	11/05/2019	10/29/2019			1,220.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-092-607	POSTAGE METER	0434-6213	10/20/2019				1,220.00
001	SINGING RIVER ELECTRIC COOPERATIVE	200273	11/05/2019	10/30/2019			72.26	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-170-631	SRM BOX 8 104463002	10172019	10/28/2019				11.75
	001-170-631	SRM BOX 8 104461002	10172019	10/28/2019				11.75
	001-170-631	SRM ELEC BOX 104312002	10172019	10/28/2019				48.76
001	SINGING RIVER ELECTRIC COOPERATIVE	200274	11/05/2019	10/30/2019			112.99	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-170-631	SPORTS PAVILION 66582005	10182019	10/28/2019				89.49
	001-170-631	ROUNDAABOUT 102311002	10182019	10/28/2019				23.50
001	HARWELLS AC INSTALLATION AND REPAIR	200275	11/05/2019	10/30/2019			3,000.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-161-635	EMERGENCY AC UNIT INSTL: SFD	001-2019	10/28/2019				3,000.00
001	SINGING RIVER ELECTRIC COOPERATIVE	200276	11/05/2019	10/30/2019			899.50	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-161-631	SOUTH FD 76008001	10192019	10/29/2019				273.28
	001-170-631	BACOT PARK 10137	10192019	10/29/2019				479.96
	001-201-629	SIGNAL LIGHTS 10138	10192019	10/29/2019				122.76
	001-170-631	BACOT SPLASHPAD 103751001	10192019	10/29/2019				23.50
001	SINGING RIVER ELECTRIC COOPERATIVE	200278	11/05/2019	10/30/2019			977.75	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-201-633	DOLPHIN ST 94987002	10182019	10/28/2019				84.98
	001-201-633	DOLPHIN ST 94988002	10182019	10/28/2019				79.94
	001-201-633	DOLPHIN ST 94989002	10182019	10/28/2019				78.90
	001-201-633	DOLPHIN ST 94990002	10182019	10/28/2019				499.97
	001-201-633	WM PAYNE 100244001	10182019	10/28/2019				63.86
	001-201-633	WM PAYNE 100245001	10182019	10/28/2019				170.10

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001	SINGING RIVER ELECTRIC COOPERATIVE	200280	11/05/2019	10/30/2019			2,367.72	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-631	POLICE STATION 66298004	10182019	10/28/2019			1,594.71	
	001-201-629	SIGNAL LIGHT 89113001	10182019	10/28/2019			57.58	
	001-170-631	CITY PARK RESTRMS 89912001	10182019	10/28/2019			311.95	
	001-201-633	STREET LIGHTS 90345002	10182019	10/28/2019			147.62	
	001-092-631	RECORDS BLDG 90790001	10182019	10/28/2019			217.50	
	001-170-631	FRAZIER RESTRMS 98546001	10182019	10/28/2019			38.36	
001	ALABAMA MEDIA GROUP	200281	11/05/2019	10/30/2019			17.40	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-615	PUBLIC NOTICE: GPC #19-19-SE	0009368287	10/20/2019	200066		17.40	
001	GALLS LLC	200282	11/05/2019	10/30/2019			79.33	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-559	ACC SINGLE HANDCUFF CASE (2)	BC0955181	10/16/2019	191144		45.00	
	001-100-559	PATROL TEK LINER BELT	BC0955181	10/16/2019	191144		17.50	
	001-100-559	COMPACT LIGHT HOLDER	BC0955181	10/16/2019	191144		15.00	
	001-100-559	SHIPPING	BC0955181	10/16/2019	191144		1.83	
001	CAN'T MISS EMBROIDERY	200283	11/05/2019	10/30/2019			128.94	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-535	NAVY POLO W/NAME-CAPT BARS (3)	23463	10/21/2019	191244		51.00	
	001-100-535	NAVY POLO W/BADGE-ACO NAME (3)	23463	10/21/2019	191244		77.94	
001	REYNOLDS WHOLESALE CO	200284	11/05/2019	10/30/2019			1,255.84	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-559	CS 10/100 PF LATEX GLOVES (3)	64726	10/10/2019	200051		178.50	
	001-170-559	CS 100 38X58 BLK CAN LINER (6)	64726	10/10/2019	200051		197.70	
	001-170-559	CS 100 33X39 BLK CAN LINER (2)	64726	10/10/2019	200051		43.90	
	001-170-559	CS 500 24X32 WHT CAN LINER	64726	10/10/2019	200051		22.95	
	001-170-559	CS 6/1GAL VB BLEACH (3)	64726	10/10/2019	200051		41.85	
	001-170-559	CS 4/1GAL NABC CLEANER (2)	64726	10/10/2019	200051		92.00	
	001-170-559	CS 12/8" BROWN TOWELS (3)	64726	10/10/2019	200051		71.85	
	001-170-559	CS VB TISSUE	64726	10/10/2019	200051		46.95	
	001-170-559	CS BMF TOWELS	64726	10/10/2019	200051		19.95	
	001-170-559	CS JUMBO JR TISSUE (3)	64726	10/10/2019	200051		76.50	
	001-170-559	TRIGGER SPRAY BOTTLE (6)	64726	10/10/2019	200051		8.94	
	001-170-559	1 GAL WINDEX	64726	10/10/2019	200051		12.95	
	001-161-559	TOOTSIE ROLL 360/CT (20)	64898	10/24/2019	200091		55.60	
	001-161-559	GUMMI CANDY 60/CT (8)	64898	10/24/2019	200091		79.75	
	001-161-559	MINI MARS CANDY 240/CT (5)	64898	10/24/2019	200091		34.75	
	001-170-513	GUMMI CANDY 60/CT (5)	64838	10/17/2019	200080		16.50	
	001-170-513	TOOTSIE ROLL 360/CT (3)	64838	10/17/2019	200080		31.90	
	001-170-513	STARBUST SKITTLES 255/CT (2)	64838	10/17/2019	200080		27.90	
	001-170-511	4.75 LBS PLAYTIME CANDY (2)	64837	10/17/2019	200081		49.50	
	001-170-511	CS 1000 STYRO FOAM CUPS	64837	10/17/2019	200081		20.00	
	001-170-511	CS 1000 STYRO FOAM PLATES	64837	10/17/2019	200081		15.90	
	001-170-511	JR TISSUE HOLDER	64837	10/17/2019	200081			

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001	ACTION PRINTING CENTER INC Account Number 001-045-500	200285	11/05/2019	10/30/2019	Description #9 WINDOW SECURITY ENV (5000)	Invoice # 97957	Date 10/10/2019	P.O. 200028	474.55 Amount 474.55
001	MURRAY'S NURSERY Account Number 001-205-560	200286	11/05/2019	10/30/2019	Description 30 GAL LEYLAND CYPRESS TREE	Invoice # 4629	Date 10/28/2019	P.O. 200108	145.00 Amount 145.00
001	GULF COAST BUSINESS SUPPLY CO Account Number 001-161-510 001-161-510 001-161-510 001-161-510 001-161-510	200288	11/05/2019	10/30/2019	Description CT BMF TOWELS 250/PK (4) COMET CLENSER (12) CS 100 CAN LINER 43X47 (4) FURNITURE POLISH (4) 13 OZ LYSOL DISINFECTANT (4)	Invoice # 195789 195789 195789 195789 195789	Date 10/09/2019 10/09/2019 10/09/2019 10/09/2019 10/09/2019	P.O. 200048 200048 200048 200048 200048	211.24 Amount 76.04 20.64 95.80 9.40 9.36
001	GULF SALES AND SUPPLY INC Account Number 001-100-559 001-100-559 001-100-559 001-100-559	200289	11/05/2019	10/30/2019	Description AAA BATTERY 8PK/96BX (192) AA BATTERY 8PK/96BX (192) C BATTERY 6PK/72BX (36) EVER 3V LITH BATTERY (18)	Invoice # 491485 491485 491485 491485	Date 10/10/2019 10/10/2019 10/10/2019 10/10/2019	P.O. 200024 200024 200024 200024	306.24 Amount 138.24 124.80 19.80 23.40
001	MS FIRE INVESTIGATORS ASSN Account Number 001-161-682	200290	11/05/2019	10/30/2019	Description MFIA ANNUAL DUES: LATCH, J	Invoice # 200100	Date 10/28/2019	P.O. 200100	35.00 Amount 35.00
001	COOPER FAMILY MED CENTER Account Number 001-100-604 001-100-604	200291	11/05/2019	10/30/2019	Description PHYSICAL ACADEMY: SLOVER EKG ACADEMY: SLOVER	Invoice # 38939 38939	Date 10/30/2019 10/30/2019	P.O. 191205	160.00 Amount 100.00 60.00
001	MS TROPHY LLC Account Number 001-100-559 001-100-559	200292	11/05/2019	10/30/2019	Description NAME/SERVING BARS (2) SHIPPING	Invoice # 12757 12757	Date 10/15/2019 10/15/2019	P.O. 191227	60.40 Amount 56.40 4.00
001	GOODYEAR AUTO CENTER Account Number 001-090-638 001-090-638 001-090-638 001-100-638 001-100-638 001-100-638	200294	11/05/2019	10/30/2019	Description P225/70R15 100S SR-A OWL TIRES INSTL PKG: LABOR WASTE TIRE FEE: DUSTIN TRUCK 245/55R18 1034 EAGLE RS-A MOUNT & BALANCE WASTE TIRE FEE: U #56	Invoice # 214011 214031 214011 214131 214131 214131	Date 10/12/2019 10/12/2019 10/12/2019 10/16/2019 10/16/2019 10/16/2019	P.O. 200050 200062	1,012.36 Amount 370.28 52.00 4.00 518.04 64.04 4.00
001	SUN HERALD Account Number 001-040-615	200295	11/05/2019	10/30/2019	Description BID:SSP WELCOME CTR P III	Invoice # 0004407210	Date 10/07/2019	P.O. 200027	236.64 Amount 236.64

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001	SECURE NETWORKS LLC	200297	11/05/2019	10/30/2019			499.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-639	1500VA SINEWAVE UPS SYSTEM		3949	10/14/2019	200040		499.00
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	200298	11/05/2019	10/30/2019			1,861.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-094-500	DURACELL AA BATTERY PK		3427543379	10/08/2019	200036		8.86
	001-094-500	DURACELL AAA BATTERY PK		3427543379	10/08/2019	200036		9.56
	001-094-500	HANGING FILE FOLDER 25/BX		3427543379	10/08/2019	200036		12.90
	001-094-500	1" 3 RING VIEW BINDER (2)		3427543379	10/08/2019	200036		6.38
	001-094-559	POCKET WALL LEGAL		3427543380	10/08/2019	200036		17.49
	001-094-500	HANGING FILE FOLDER BOX LTR		3427613638	10/09/2019	200036		25.96
	001-010-500	8.5X11 CS COPY PAPER (6)		3427775327	10/11/2019	200058		221.52
	001-010-500	PK POST-IT NOTES		3427775327	10/11/2019	200058		10.67
	001-010-500	HP LASER JET 64X TONER 2PK		3427775327	10/11/2019	200058		478.32
	001-010-500	PILOT G2 PEN GEL DZ		3427775327	10/11/2019	200058		10.99
	001-010-500	24X36 AAG YR WALL CALENDAR (2)		3427775327	10/11/2019	200058		28.72
	001-010-500	LTR EXP FILE POCKETS 10/BX		3427775327	10/11/2019	200058		9.31
	001-010-500	819316 RECEIVED STAMP		3427775327	10/11/2019	200058		18.49
	001-040-500	PACKING TAPE W/GUN		3427775323	10/11/2019	200054		11.59
	001-040-500	25000CT STANDARD STAPLES		3427775323	10/11/2019	200054		2.99
	001-040-500	STAPLER BOSTITCH ELECTRIC (2)		3427775323	10/11/2019	200054		86.94
	001-040-500	CLASP 6X9 ENVELOPES BX		3427775323	10/11/2019	200054		5.72
	001-040-500	CLASP 9X12 ENVELOPES BX		3427775323	10/11/2019	200054		6.63
	001-040-500	PRECISE PILOT PENS DZ		3427775323	10/11/2019	200054		18.84
	001-040-500	12/PK INVISIBLE TAPE		3427775323	10/11/2019	200054		6.44
	001-040-500	19X24 RUBBER DESK PAD		3427775323	10/11/2019	200054		23.45
	001-040-500	1000CT PAPER CLIPS SMALL		3427775323	10/11/2019	200054		1.57
	001-021-500	HIGH CAPACITY STAPLER		3427775323	10/11/2019	200054		27.22
	001-045-500	EXPAND FILE POCKET 10PK		3427775323	10/11/2019	200054		25.80
	001-022-500	SHARPIE PERMANENT MARKER 5PK		3427775323	10/11/2019	200054		6.79
	001-022-500	1000CT PAPER CLIPS SMALL		3427775323	10/11/2019	200054		1.57
	001-022-500	2PK DYMO LABEL MAKER BX (2)		3427775323	10/11/2019	200054		20.10
	001-045-500	LEGAL ORANGE FILE FOLDER (4)		3427775324	10/11/2019	200054		204.76
	001-022-500	EXPAND WALLET W/ELASTIC TIE		3427775324	10/11/2019	200054		10.87
	001-045-500	ENVELOPE MOISTENER		3427775325	10/11/2019	200054		1.23
	001-022-500	059202 FOLDER ORA LEGAL BX		3427775326	10/11/2019	200054		45.79
	001-100-500	MANILA FILE FOLDERS LTR 100PK		3428260586	10/17/2019	200079		4.27
	001-100-500	POST-IT NOTES 3X3 (2)		3428260586	10/17/2019	200079		63.28
	001-100-500	6X9 CLASP ENVELOPES (2)		3428260586	10/17/2019	200079		40.94
	001-100-500	AVERY LABELS FILE FOLDER		3428260586	10/17/2019	200079		2.77
	001-100-500	NOTEPAD 8.5X11.75 LTR 12PK (2)		3428260586	10/17/2019	200079		13.52
	001-100-500	BROTHER DR630 BLACK DRUM CART		3428260586	10/17/2019	200079		85.99
	001-100-500	BLACK INK PENS DZ		3428260586	10/17/2019	200079		14.99
	001-100-500	BROTHER TN660 BLACK TONER (3)		3428260586	10/17/2019	200079		161.97
	001-100-500	STAPLES TAPE 12PK		3428260586	10/17/2019	200079		12.88
	001-100-500	POST-IT 3X3 POP UP (3)		3428260586	10/17/2019	200079		37.35
	001-100-500	RECEIPT BOOKS 3-PART (4)		3428260586	10/17/2019	200079		32.40
	001-100-500	100PK SLEEVE CD/DVD (3)		3428260587	10/17/2019	200079		23.97
	001-040-500	36PK AA BATT		3422600052	08/20/2019			18.19

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001	STAPLES BUSINESS ADVANTAGE DEPT ATL	200298	11/05/2019	10/30/2019			1,861.80	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-040-500	CDT RTN: 36PK AA BATT	3424601194	09/07/2019				-18.19
001	BARNEYS POLICE AND HUNTING SUPPLIES	200300	11/05/2019	10/30/2019			608.72	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-535	PROF5252 PANTS LTWT S30 (3)	32214	10/01/2019	200025		104.97	
	001-100-535	PROF5252 PANTS LTWT S38 (3)	32214	10/01/2019	200025		104.97	
	001-100-559	SAF87 DUTY BELT (2)	31874	10/15/2019	191139		135.98	
	001-100-559	SAF99 INNER BELT REVERSIBLE(2)	31874	10/15/2019	191139		71.98	
	001-100-559	SAF33 GLOVE POUCH	31874	10/15/2019	191139		18.99	
	001-100-559	PEPPER SPRAY (3)	31874	10/15/2019	191139		29.97	
	001-100-559	COLLAR BRASS CAPTAIN (3)	31874	10/15/2019	191139		53.94	
	001-100-559	COLLAR BRASS LT (3)	31874	10/15/2019	191139		53.94	
	001-100-559	HOLSTER TACTICAL (2)	31874	10/15/2019	191139		33.98	
001	EMERGENCY EQUIPMENT PROFESSIONALS INC	200302	11/05/2019	10/30/2019			2,245.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-638	DEF HEADER ASSY: ENG 5	446397	10/23/2019	191167		1,143.75	
	001-161-638	SHOP SUPPLIES	446397	10/23/2019	191167		46.97	
	001-161-638	LABOR	446397	10/23/2019	191167		977.50	
	001-161-638	DEF, BLUE 2.5	446397	10/23/2019	191167		27.28	
	001-161-638	FREIGHT	446397	10/23/2019	191167		50.00	
001	AFFORDABLE PAINT & BODY	200303	11/05/2019	10/30/2019			245.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-638	INSTL DECAL : U #19686	625	10/22/2019	200074		245.00	
001	GRAFIX SHOPPE	200304	11/05/2019	10/30/2019			488.55	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-638	ULT 2004 REFLECT GRAPHIC:U #11	130291	10/08/2019	200010		463.00	
	001-100-638	SHIPPING	130291	10/08/2019	200010		25.55	
001	USCUTTER INC	200306	11/05/2019	10/30/2019			67.94	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-559	LAYFLAT CLASSIC TRANSFER TAPE	1417406	10/18/2019	200063		31.99	
	001-100-559	INTERMEDIATE VINYL ROLL (4)	1417406	10/18/2019	200063		23.96	
	001-100-559	SHIPPING	1417406	10/18/2019	200063		11.99	
001	AXON ENTERPRISE INC	200307	11/05/2019	10/30/2019			12,443.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-799	YELLOW X26P CEW HANDLE (4)	SI-1615780	10/04/2019	200034		4,260.00	
	001-100-799	RIGHT HAND HOLSTER X26P (4)	SI-1615780	10/04/2019	200034		256.00	
	001-100-799	SP CARTRIDGE BATT PK, X26P (4)	SI-1615780	10/04/2019	200034		304.00	
	001-100-559	21FT NON-CONDUCT CARTRIDGE(50)	SI-1615787	10/04/2019	200033		1,400.00	
	001-100-559	25FT STANDARD CARTRIDGE (25)	SI-1615787	10/04/2019	200033		825.00	
	001-100-559	KIT DATAPORT DOWNLOAD USB,X26P	SI-1615787	10/04/2019	200033		200.00	
	001-100-559	SP CARTRIDGE BATT PK, X26 (3)	SI-1615787	10/04/2019	200033		150.00	
	001-100-559	SP CARTRIDGE BATT PK, X26P	SI-1615787	10/04/2019	200033		228.00	
	001-100-597	YELLOW X26P CEW HANDLE (4)	SI-1616982	10/14/2019	200059		4,260.00	
	001-100-597	RIGHT HAND HOLSTER X26P (4)	SI-1616982	10/14/2019	200059		256.00	
	001-100-597	SP CARTRIDGE BATT PK, X26P (4)	SI-1616982	10/14/2019	200059		304.00	

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001	CHANCELLOR INC	200309	11/05/2019	10/30/2019			263.94	
	Account Number 001-201-637	Description		Invoice #	Date	P.O.	Amount	
		XTR STREET LIGHT (6): DOLPHIN		0301854021	10/21/2019	200055		263.94
001	HARWELLS AC INSTALLATION AND REPAIR	200310	11/05/2019	10/30/2019			3,014.00	
	Account Number 001-161-635	Description		Invoice #	Date	P.O.	Amount	
		INSTL AC UNIT: CFD		002-2019	10/28/2019	200068		3,014.00
001	ECONOMY BOOTS SALES & SERVICE	200311	11/05/2019	10/30/2019			183.00	
	Account Number 001-161-535	Description		Invoice #	Date	P.O.	Amount	
		CHIPPEWA BOOTS: TILLMAN		18281	10/11/2019	200064		183.00
001	NRA-LED	200313	11/05/2019	10/30/2019			645.00	
	Account Number 001-100-681	Description		Invoice #	Date	P.O.	Amount	
		NRA-LED REG FEE:KILLINGSWORTH		RA-374-V	10/28/2019	200039		645.00
001	AUDIOWAVE INC	200314	11/05/2019	10/30/2019			40.00	
	Account Number 001-090-638	Description		Invoice #	Date	P.O.	Amount	
		REMV OLD TINT-STICKER:VIN 6160		A 51072	10/15/2019	200067		40.00
001	STEINER SAW & MOWER	200315	11/05/2019	10/30/2019			81.00	
	Account Number 001-161-639	Description		Invoice #	Date	P.O.	Amount	
	001-161-639	FAN PULLY KIT		962229	10/14/2019	200065		45.00
	001-161-639	FAN PULLEY		962229	10/14/2019	200065		12.00
	001-161-639	PUMP KIT: FD MOWER		962229	10/14/2019	200065		24.00
001	SINGING RIVER ELECTRIC COOPERATIVE	200317	11/05/2019	10/30/2019			8,785.02	
	Account Number 001-201-633	Description		Invoice #	Date	P.O.	Amount	
	001-201-629	STREET LIGHTING 10054		10182019	10/28/2019			5,863.66
	001-092-631	SIGNAL LIGHTS 10054		10182019	10/28/2019			664.72
	001-170-631	CITY HALL 10054		10182019	10/28/2019			935.11
	001-170-631	FRAZIER PARK 10054		10182019	10/28/2019			52.42
	001-170-631	SENIOR BLDG 10054		10182019	10/28/2019			333.91
	001-161-631	CENTRAL FD 10054		10182019	10/28/2019			429.20
	001-170-631	CITY PARK 10054		10182019	10/28/2019			140.19
	001-092-631	PUBLIC WORKS 10054		10182019	10/28/2019			340.51
	001-092-631	HWY 90 SIGN 10054		10182019	10/28/2019			25.30
FUND TOTAL	1 Claims	to	Checks	68 Total	75,778.18 Manual	Held	Total	75,778.18

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157	FOREMOST PROMOTIONS	200305	11/05/2019	10/30/2019			2,409.60	
	Account Number		Description	Invoice #	Date	P.O.	Amount	
	157-100-799		CERAMIC MUG C-HANDLE (72)	488973	10/17/2019	200032		393.12
	157-100-799		JR OFCR BADGE STICK ON (4000)	488973	10/17/2019	200032		800.00
	157-100-799		PERFORATION	488973	10/17/2019	200032		30.00
	157-100-799		KEY CHAIN STRESS RELIEVER(500)	488973	10/17/2019	200032		945.00
	157-100-799		RUN CHARGE (500)	488973	10/17/2019	200032		125.00
	157-100-799		SHIPPING	488973	10/17/2019	200032		116.48
FUND TOTAL 157 Claims	to	Checks	1 Total	2,409.60	Manual	Held	Total	2,409.60

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171	MPI GO BOND S2019 CONSTRUCTION FUND	200258	11/05/2019	10/29/2019			49,426.00	
	Account Number		Description	Invoice #	Date	P.O.	Amount	
	171-000-104		TR TIDELANDS REIM: FUND 308	REQ 4	10/22/2019			11,100.00
	171-000-104		TR TIDELANDS REIM: FUND 305	REQ 4	10/22/2019			20,551.00
	171-000-104		TR TIDELANDS REIM: FUND 306	REQ 13	10/22/2019			17,775.00
171	MURRAY'S NURSERY	200287	11/05/2019	10/30/2019			2,055.00	
	Account Number		Description	Invoice #	Date	P.O.	Amount	
	171-300-720		VITEX 15 GAL (20)	4645	10/29/2019	200101		1,000.00
	171-300-720		ELAEAGNUS 7 GAL (40)	4645	10/29/2019	200101		1,000.00
	171-300-720		DELIVERY CHARGE	4645	10/29/2019	200101		55.00
FUND TOTAL 171 Claims	to	Checks	2 Total	51,481.00	Manual	Held	Total	51,481.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY	200198	11/05/2019	10/23/2019			1,557.03	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	172-350-650	LIBRARY SUPPORT		OCT 2019	10/16/2019			1,557.03
FUND TOTAL 172 Claims	to	Checks	1 Total	1,557.03	Manual	Held	Total	1,557.03

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AD2 INC	200179	11/05/2019	10/16/2019			501.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-699	HOSTING FEE SEPT 2019	3528	10/15/2019			36.50	
	176-170-699	SHOPPING CART FEE SEPT 2019	3528	10/15/2019			115.00	
	176-170-699	WEB SITE MAINT: 8/15 - 9/4/19	3528	10/15/2019			350.00	
176	AT&T	200189	11/05/2019	10/21/2019			52.05	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-605	OCT 2019: SSP INTERNET	285615432	10/11/2019			52.05	
176	AT&T	200190	11/05/2019	10/21/2019			265.15	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-605	MONTHLY SERVICE	2284972244	10/14/2019			265.15	
176	FUELMAN	200250	11/05/2019	10/29/2019			30.88	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-525	UNL FUEL	NP57107530	10/21/2019			30.88	
176	AD2 INC	200257	11/05/2019	10/29/2019			1,287.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-704	WEB SITE REDESIGN	3532	10/15/2019			1,287.50	
176	MINGLEDORFFS INC	200301	11/05/2019	10/30/2019			146.90	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-635	RUN CAPACITOR	8714274-00	10/16/2019	200078		2.82	
	176-170-635	FAN BLADE PULLER	8714274-00	10/16/2019	200078		86.41	
	176-170-635	FAN MOTOR 208-230V	8714274-00	10/16/2019	200078		57.67	
176	SINGING RIVER ELECTRIC COOPERATIVE	200318	11/05/2019	10/30/2019			1,817.43	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-631	PARK FACILITIES	76854002	10/29/2019			1,769.57	
	176-170-631	HOUSE	76855002	10/29/2019			47.86	
FUND TOTAL 176 Claims		to	Checks	7 Total	4,101.41 Manual	Held	Total	4,101.41

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
351	MAGNOLIA CONSTRUCTION CO LLC	200260	11/05/2019	10/29/2019			74,923.74	
	Account Number 351-726-768	Description		Invoice #	Date	P.O.	Amount	
		CONSTRUCTION 73.33%		4	10/22/2019			74,923.74
FUND TOTAL 351 Claims	to	Checks	1 Total	74,923.74	Manual		Held	Total 74,923.74

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	IRBY'S ANSWERING SERVICE	200180	11/05/2019	10/16/2019			414.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	BASE RATE: 10/2 - 10/29/19		277-100219	10/02/2019			414.00
400	MSC 7511	200184	11/05/2019	10/21/2019			166.49	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	FGYJ00-01 RENTAL FEE		INV3317566	10/09/2019			166.49
400	AT&T	200191	11/05/2019	10/21/2019			63.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284972276	10/06/2019			63.20
400	AT&T	200193	11/05/2019	10/22/2019			205.42	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284975234	10/14/2019			205.42
400	CITY OF GAUTIER	200197	11/05/2019	10/23/2019			43,427.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-821	ST LNS #3 90/57 SWR		10092019	10/09/2019			7,877.45
	400-680-822	ST LNS #4 90/57 WTR		10092019	10/09/2019			10,948.67
	400-680-822	ST LNS #4 90/57 SWR		10092019	10/09/2019			9,019.22
	400-680-823	ST LNS #5 ALLEN RD		10092019	10/09/2019			2,149.95
	400-680-824	ST LNS #6 OLD SPAN TR		10092019	10/09/2019			3,765.83
	400-680-825	ST LNS #7 OLD SPAN TR		10092019	10/09/2019			9,665.99
400	SINGING RIVER ELECTRIC COOPERATIVE	200218	11/05/2019	10/28/2019			2,337.37	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STATIONS 20649		10152019	10/23/2019			665.89
	400-651-631	LIFT STATIONS 28779		10152019	10/23/2019			92.09
	400-651-631	SCHOONER WELL 20688		10112019	10/21/2019			1,362.25
	400-651-631	LIFT STATIONS 20688		10112019	10/21/2019			217.14
400	CABLE ONE INC	200224	11/05/2019	10/28/2019			61.16	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	NOV 2019: #107663106		10162019	10/23/2019			61.16
400	SINGING RIVER ELECTRIC COOPERATIVE	200226	11/05/2019	10/28/2019			5,272.81	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 89627001		10162019	10/24/2019			64.26
	400-651-631	LIFT STNS 89702001		10162019	10/24/2019			25.59
	400-651-631	LIFT STNS 17881		10162019	10/24/2019			2,288.63
	400-651-631	WATER WELLS 17881		10162019	10/24/2019			2,894.33
400	FUELMAN	200248	11/05/2019	10/29/2019			133.65	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP57084284	10/14/2019			133.65

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	FUELMAN	200251	11/05/2019	10/29/2019			92.26	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-525	UNL FUEL	NP57107530	10/21/2019			92.26	
400	FUELMAN	200253	11/05/2019	10/29/2019			145.07	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-525	UNL FUEL	NP57136774	10/28/2019			145.07	
400	2018 BOND DEBT SERVICE FUND	200262	11/05/2019	10/29/2019			25,000.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-900-950	NOV 2019: 2018 BOND DS	11012019	11/01/2019			25,000.00	
400	MISSION COMMUNICATIONS LLC	200277	11/05/2019	10/30/2019			3,474.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-698	RENEWAL: DOLPHIN LS	1034087	10/04/2019			347.40	
	400-651-698	RENEWAL: HOLIDAY LS	1034087	10/04/2019			347.40	
	400-651-698	RENEWAL: CAMPBELL LS	1034087	10/04/2019			347.40	
	400-651-698	RENEWAL: SEACLIFF LS	1034087	10/04/2019			347.40	
	400-651-698	RENEWAL: HWY 90 NELSON LS	1034087	10/04/2019			347.40	
	400-651-698	RENEWAL: LAKEWOOD WEST	1034087	10/04/2019			347.40	
	400-651-698	RENEWAL: GUILLLOTTEVILLE	1034087	10/04/2019			347.40	
	400-651-698	RENEWAL: HOYT	1034087	10/04/2019			347.40	
	400-651-698	RENEWAL: BARRACUDA	1034087	10/04/2019			347.40	
	400-651-698	RENEWAL: FRENCHMAN	1034087	10/04/2019			347.40	
400	ARISTA INFORMATION SYSTEMS INC	200279	11/05/2019	10/30/2019			2,226.55	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-698	SEP 2019 STATEMENTS	28414	10/14/2019			1,126.55	
	400-650-698	SEP 2019 POSTAGE	1425201910	10/14/2019			1,100.00	
400	SOUTHERN PIPE & SUPPLY	200293	11/05/2019	10/30/2019			3,444.08	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-581	WATER PLUG 5 GAL	3501920-00	10/14/2019	200013		25.00	
	400-651-583	1" CCXCTS PJ BALLCORP (12)	3501920-00	10/14/2019	200013		775.08	
	400-651-583	4NL 1 MIPXCTS CORP STOP (12)	3501920-00	10/14/2019	200013		549.60	
	400-651-581	3NL 3/4 CCXCTS BALL CORP (12)	3501920-00	10/14/2019	200013		589.44	
	400-651-581	3NL 3/4 MIPXCTS CORP STOP (12)	3501920-00	10/14/2019	200013		475.56	
	400-651-581	3/4 CTS PJX1 CTS PJ COUP (18)	3501920-00	10/14/2019	200013		396.00	
	400-651-581	2 PVC S40 BE PIPE (20FT)	3501920-00	10/14/2019	200013		12.00	
	400-651-581	3/4 WATER METER COUPLING (24)	3519104-00	10/16/2019	200029		146.40	
	400-651-583	1" RAMNECK (5)	3519104-00	10/16/2019	200029		475.00	
400	SOUTHERN WATERWORKS SUPPLY INC	200296	11/05/2019	10/30/2019			1,378.95	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-583	4" SDR II IPS HDPE PIPE (160)	81974	10/09/2019	200041		703.36	
	400-651-583	2" KNOCK ON COUPLING (5)	81973	10/09/2019	200015		84.65	
	400-651-583	2" KNOCK ON COUPLING (7)	82003	10/14/2019	200015		118.50	
	400-651-583	2" SCH 40 WYE (6)	82003	10/14/2019	200015		126.42	
	400-651-583	6X12-1/2 COLLAR LEAK CLAMP (2)	82003	10/14/2019	200015		320.58	
	400-651-583	2" SCH 40 STREET 22-1/2 (6)	82118	10/24/2019	200015		25.44	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	STAPLES BUSINESS ADVANTAGE DEPT ATL	200299	11/05/2019	10/30/2019			366.38	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-500	HP 305A BLACK TONER CARTRIDGE	3426659680	10/01/2019	191243		71.66	
	400-650-500	HP 950XL HYBLK/951 CMY 4PK	3426659680	10/01/2019	191243		106.01	
	400-650-500	HP 952XL/952 HYBLK/STDCLR 4PK	3426659680	10/01/2019	191243		108.96	
	400-650-500	EPSON 252 HY BLK/STD CMY 4PK	3426659680	10/01/2019	191243		67.59	
	400-650-500	AVERY LASER LABEL PK	3426659680	10/01/2019	191243		11.18	
	400-650-500	RUBBER BAND #18 1/4LB	3426659680	10/01/2019	191243		.48	
	400-650-500	RUBBER BAND #33 1/4LB	3426659680	10/01/2019	191243		.50	
400	MUSCO-GULFPORT 1227	200308	11/05/2019	10/30/2019			916.20	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-584	8" GATE VALVE: GRAVELINE LS	0651908	10/15/2019	200060		750.00	
	400-651-584	FLANGE KIT PKG:GRAVELINE LS(5)	0652118	10/17/2019	200070		55.00	
	400-651-583	2-5/16-12 SS HOSE CLAMP (12)	0652118	10/17/2019	200070		36.00	
	400-651-583	4X14 SDR26 HW PVC SWR PIPE(14)	0652118-1	10/21/2019	200070		18.20	
	400-651-583	4PVC SWR SW 45 ELL HXH (12)	0652118-1	10/21/2019	200070		36.00	
	400-651-583	4 PVC SWR SW 90 ELL HXH (6)	0652118-1	10/21/2019	200070		21.00	
400	LYMAN WELL COMPANY	200312	11/05/2019	10/30/2019			2,200.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-584	EMERGENCY REPR:GRAVELINE #2	10402	10/29/2019	200114		2,200.00	
400	J H WRIGHT & ASSOCIATES INC	200316	11/05/2019	10/30/2019			3,680.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-584	TRANSDUCER: SPARE	418985	10/16/2019	191241		600.00	
	400-651-584	PMPU PHASE MONITOR (4):SPARES	418894	10/11/2019	200016		480.00	
	400-651-584	PC2000 CONTROLLER LS(4):SPARES	419120	10/22/2019	200016		2,600.00	
400	SINGING RIVER ELECTRIC COOPERATIVE	200319	11/05/2019	10/30/2019			8,226.75	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-631	IONIZATION PLANT 99216002	10182019	10/28/2019			332.44	
	400-651-631	LIFT STATIONS 17882	10182019	10/28/2019			2,585.57	
	400-651-631	WATER WELLS 17882	10182019	10/28/2019			2,635.67	
	400-651-631	CITY HALL SOUTH 17882	10182019	10/28/2019			2,673.07	
400	CITY OF GAUTIER	200326	11/05/2019	10/30/2019			124,608.66	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-000-104	SEP 2019 GARBAGE PMTS	09302019	09/30/2019			124,608.66	
FUND TOTAL 400 Claims	to	Checks	22 Total	227,840.11	Manual	Held	Total	227,840.11

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	68 Total	75,778.18 Manual	Held	Total	75,778.18
FUND 157 Claims	to	Checks	1 Total	2,409.60 Manual	Held	Total	2,409.60
FUND 171 Claims	to	Checks	2 Total	51,481.00 Manual	Held	Total	51,481.00
FUND 172 Claims	to	Checks	1 Total	1,557.03 Manual	Held	Total	1,557.03
FUND 176 Claims	to	Checks	7 Total	4,101.41 Manual	Held	Total	4,101.41
FUND 303 Claims	to	Checks	1 Total	2,925.92 Manual	Held	Total	2,925.92
FUND 351 Claims	to	Checks	1 Total	74,923.74 Manual	Held	Total	74,923.74
FUND 355 Claims	to	Checks	1 Total	54,400.00 Manual	Held	Total	54,400.00
FUND 400 Claims	to	Checks	22 Total	227,840.11 Manual	Held	Total	227,840.11
Total for all Funds		Checks	104 Total	495,416.99 Manual	Held	Total	495,416.99

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting:
Title:

November 5, 2019
Authorization to remove office equipment from the
Fire Department inventory and declare surplus

Introduced by:
Contact Person/Telephone

Chief Jones 497-1656

Summary Explanation: Authorization to remove office equipment from the Fire Department inventory and declare surplus

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

RESOLUTION NUMBER 000-2019

RESOLUTION OF THE CITY OF GAUTIER, MISSISSIPPI REMOVING EQUIPMENT FROM THE INVENTORY OF GAUTIER FIRE DEPARTMENT AND TO DECLARE SUCH EQUIPMENT SURPLUS

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

<u>ITEM</u>	<u>INVENTORY NUMBER</u>
Canon Image Runner Advance Copier	2736

WHEREAS, the Mayor and Members of the Council have determined that given the age and condition of the equipment, these item have no value, and therefore 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 described above 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 for this purpose.

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

AYES:

NAYS:

WHEREUPON, the Mayor and Members of the Council of the City of Gautier, Mississippi, declared the motion carried and the Resolution adopted this the 5th, November, 2019.

MAYOR

ATTEST:

CITY CLERK



GAUTIER FIRE DEPARTMENT

"Proudly Protecting Nature's Playground"

2502 College Circle Gautier, MS 39553

Phone: (228) 497-1656

Fax: (228) 497-0100

To: Paula Yancey, City Manager

From: Derek McCoy, Deputy Fire Chief

Date: 10/15/2019

Subject: Resolution removing office equipment from fire department inventory and declaring equipment surplus.

REQUEST:

City Council authorization is requested for the City Clerk department to remove the following office equipment from the City of Gautier's inventory and declare the equipment surplus. Canon Image Runner Advance Copier, SN (21) PZX25643, and Gautier Inventory #2736.

BACKGROUND:

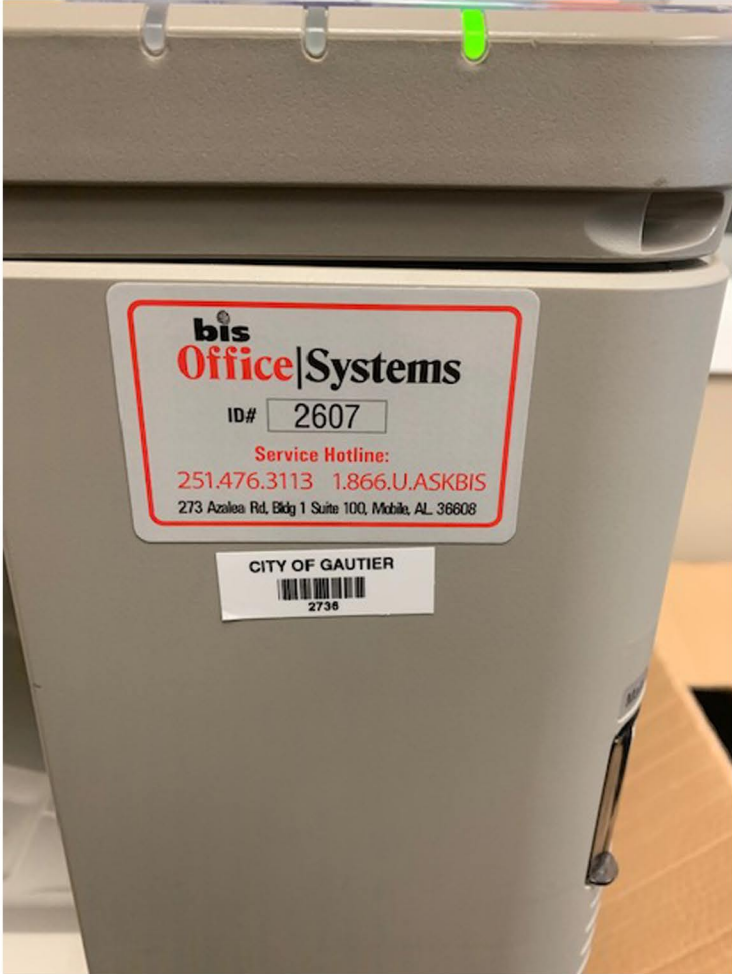
The Fire Department has determined that, given the age and condition being unrepairable and inoperable of the above listed equipment, its removal from inventory is in the best interest of the City of Gautier.

RECOMMENDATION:

Fire Department staff recommends that City Council authorize the removal of this property from inventory until such time as it can be deemed surplus.

ATTACHMENTS:

1. FD Surplus Equipment Photos



CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet

Council Meeting:
Title:

November 5, 2019
Approval of minutes from Recessed Council Meeting
held October 15, 2019 and Recessed Council Meeting
held October 21, 2019.

Introduced by:

Contact Person/Telephone

Cynthia Russell 497-8000 Ext. 302

Summary Explanation: Approval of minutes from Recessed Council Meeting held October 15, 2019 and Recessed Council Meeting held October 21,

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2019

WHEREAS, Miss. Code Ann. 21-15-33 requires that the minutes be adopted and approved by a majority of the members of the governing body at the next regular meeting or within thirty (30) days of the meeting they represent, whichever occurs first. Upon such approval, the minutes are valid from and after the date of the meeting; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from Recessed Council Meeting held October 15, 2019 and Recessed Council Meeting held October 21, 2019 are hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 5, 2019.

**Tuesday
October 15, 2019
Gautier, Mississippi**

BE IT REMEMBERED THAT A RECESS MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held October 15, 2019 at 6:30 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier, Mississippi.

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

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
October 15, 2019 @ 6:30PM**

- I. Call to Order**
 - 1. Prayer**
 - 2. Pledge of Allegiance**
- II. Agenda Order Approval**
- III. Announcements**
 - 1. 29th Annual Gautier Mullet and Music Fest Saturday, October 19, 2019 from 10:00am to 9:00pm.**
 - 2. Halloween Under the Oaks on October 26th at Shepard State Park from 6-7pm followed by Halloween Double feature starting at 7pm.**
 - 3. “Tasty Thursday” October 24, 2019 from 11am until 6pm at Singing River Mall Property.**
 - 4. Petro Chevrolet and the City of Gautier presents “Rockin’ the Roundabout” in Gautier on October 25, 2019 from 6:00pm to 8:30pm.**
 - 5. Mississippi Gulf Coast Community College Fall Festival and Trunk or Treat, October 30, 2019 from 6:00pm – 9:00pm.**
 - 6. Offices closed Monday, November 11, 2019 in observance of Veterans Day**
- IV. Presentation Agenda**

1. Small Business Saturday Proclamation
2. Volunteers in Medicine Proclamation
3. 29th Annual Gautier Mullet and Music Festival (Poster Presentation)

I. Business Agenda

1. Consideration of an Amendment to Section 5.2.2 Table 3 and Section 5.4.4(F) of the Unified Development Ordinance (City Initiated) GPC# 19-18-UDO

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

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

1. Approval to accept a monetary donation for The City of Gautier's Cruisin' Through the Decades Event
2. Authorization to enter into a contract for Disaster Recovery Consulting Services with H2O Partners, Inc
3. Authorization to enter into a State Rental Agreement with RJ Young Company for the rental of a Ricoh IMC 2500 Copier with cabinet for the Gautier Fire Department
4. Authorization to Advertise for bid for Video Inspection and Flow Monitoring Services for the Old Spanish Trail/Gautier Vancleave Road Sewer Improvements Project
5. Authorization to accept a Development Infrastructure Program Grant Modification from the Mississippi Development Authority to extend the contract's deadline to September 30, 2020 for the Water Storage Tank
6. Approval of minutes from Regular Council Meeting held October 1, 2019.
7. Order authorizing Mayor Phil Torjusen, Councilwoman Mary Martin, Councilman Casey Vaughan, and Councilman Rusty Anderson to travel to Tupelo, MS for the 2019 Small Town Conference
8. Approval of water and sewer adjustments dated October 2019 in the amount of \$10,316.50.

III. STUDY AGENDA

- 1. Discuss Citizen Comments**
- 2. Discuss Council Comments**
- 3. Discuss City Manager Comments**
- 4. Discuss City Clerk Comments**
- 5. Discuss City Attorney Comments**

Adjourn until November 5, 2019 at 6:30 PM

www.gautier-ms.gov

Meeting was called to Order by Mayor Torjusen at 6:30 pm

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

1. Correct Consent Agenda Item 5 – Fact Sheet to reflect April Stennett as the Contact Person
2. Pull Consent Agenda Item 6 – Approval of Minutes from Regular Council Meeting held October 1, 2019.
3. Councilman Anderson requested Consent Agenda Item 4 to be pulled from consent agenda for further discussion

Councilman Jackson seconded the motion. The vote was carried unanimously.

ANNOUNCEMENTS

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 6. Offices closed Monday, November 11, 2019 in observance of Veterans Day
-

PRESENTATION

1. Small Business Saturday Proclamation
 2. Volunteers in Medicine Proclamation
 3. 29th Annual Gautier Mullet and Music Festival (Poster Presentation)
-

29th ANNUAL GAUTIER Mullet & Music Fest

October 19th, 9 am Hwy 90 and Dolphin Road, Gautier, MS 39553

The Gautier Mullet Festival is a FREE festival, open to the public, including a kids zone, live music, and our own MULLET TOSS!

FOOD!

For those who don't want to toss a mullet, you can enjoy eating it. Gautier Men's Club will be preparing them along with some other southern favorites. Plus we will have Food Vendors from all over!

Arts & Crafts, Vendors!

Gautier Mullet Festival always features the best vendors! Handcrafted items and unique merchandise you can't find anywhere else. Perfect time to shop for Christmas gifts.

Live Music!

Local live music all day!

Children Activities!

Face painting, activities, inflatable Jumpys and so much more for kids of all ages!

Please visit <https://www.gautiermulletfestival.com/> for more information.



Cosplay Contest

No Entry Fee

Cash Prizes!



Location: Main Stage

Time: 4:30 p.m. Registration starts at 2:00 pm.

Categories:

1. up to age 5
2. ages 6-13
3. ages 14+
4. Group

1ST PLACE Prize:

- \$50.**
\$50.
\$100.
\$150.

2ND PLACE Prize

- \$25**
\$25
\$50
\$50

For contest rules, please visit <https://www.gautiermulletfestival.com/cosplay-contest>

The City of Gautier presents

Halloween Under the Oaks

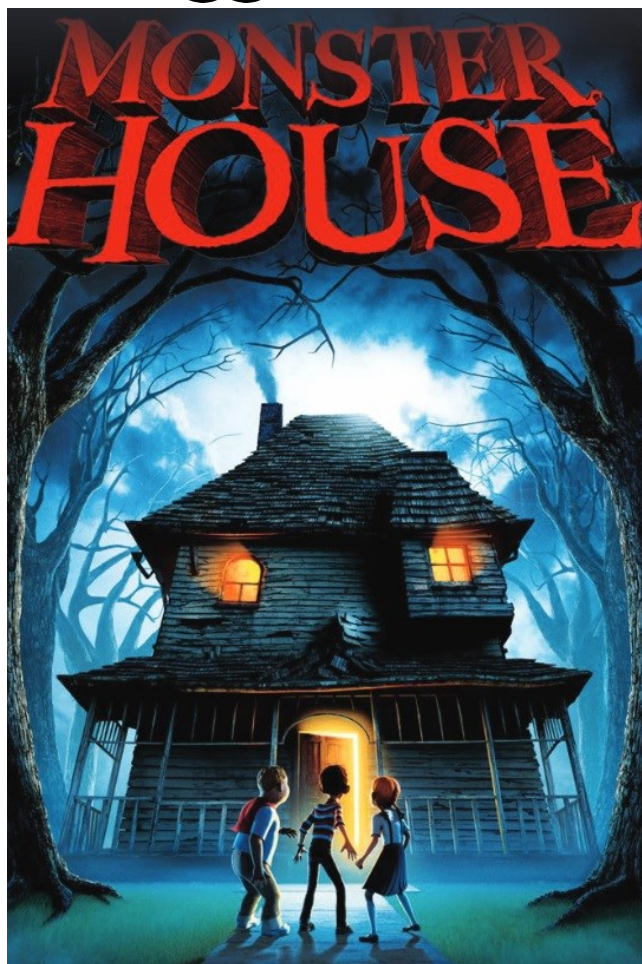
Oct. 26 at Shepard State Park

1034 Graveline Road

Enjoy Hay Rides, Halloween Treats, & Cake Walks from 6–7 p.m.

_____ followed by a _____

HALLOWEEN DOUBLE FEATURE



Showing at 7 p.m.



Showing at 9 p.m.

CITY OF GAUTIER
PRESENTS



"Tasty Thursday"

Thursday, October 24th

True Wings	11am-6pm
Chef in a Box	11am-6pm
Charro's Hot Tamales /Muffuletta's	11am-6pm
Havens Down Home Creamery	2pm-6pm
The Big Pig BBQ	11am-6pm

Singing River Mall Property



**The Big Pig
BBQ**



Petro



& THE CITY OF GAUTIER
present

**ROCKIN' the
ROUNDABOUT**
in GAUTIER

FREE EVENT!

LIVE MUSIC
4th Friday
of the
month
6-8:30 p.m.

AUGUST 23

SEPTEMBER 27

OCTOBER 25

NOVEMBER 22



MGCCC PRESENTS THE 6TH ANNUAL

Jackson County Campus

FALL FESTIVAL



STATE OF MISSISSIPPI

Office of the Governor



PROCLAMATION

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

WHEREAS, Veteran's Day annually falls on November 11, which is on Monday this year; and

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 make known that offices of the State of Mississippi shall be closed on Monday November 11, 2019, in further observance of Veteran's Day.

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 16th day of September in the year of our Lord, two thousand and nineteen, and of the Independence of the United States of America, the two hundred and forty-fourth.



**PHIL BRYANT
GOVERNOR**

BY THE GOVERNOR

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

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 30.2 million small businesses in the United States, they represent 99.7 percent of all businesses with employees in the United States, are responsible for 65.9 percent of net new jobs created from 2000 to 2017; and

WHEREAS, small businesses employ 47.5 percent of the employees in the private sector in the United States; and

Whereas, 94% of consumers in the United States value the contributions small businesses make in their community; and

WHEREAS, 96% of consumers who plan to shop on Small Business Saturday® said the day inspires them to go to small, independently-owned retailers or restaurants that they have not been to before, or would not have otherwise tried; and

WHEREAS, 92% of companies planning promotions on Small Business Saturday said the day helps their business stand out during the busy holiday shopping season; and

WHEREAS, 59% of small business owners said Small Business Saturday contributes significantly to their holiday sales each year; and

WHEREAS, The City of Gautier, Mississippi supports our local businesses that create jobs, boost our local economy and preserve our communities; and

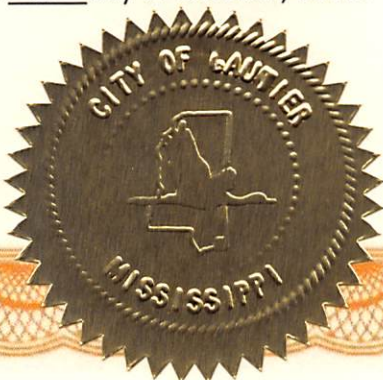
WHEREAS, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

NOW, THEREFORE, I, Phil Torjusen, Mayor of the City of Gautier, Mississippi do hereby proclaim, November 30, 2019, 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 TESTIMONY WHEREOF, I have hereunto affixed the seal of the City of Gautier on this the 15th day of October, 2019.



Signed _____
Phil Torjusen, Mayor

CITY OF GAUTIER PROCLAMATION

WHEREAS, The Volunteers in Medicine Gautier celebrated their 10th Anniversary in this community; and

WHEREAS, The Volunteers in Medicine Gautier, a non-profit organization, is part of a national alliance of free clinics working throughout the Country for the working uninsured; and

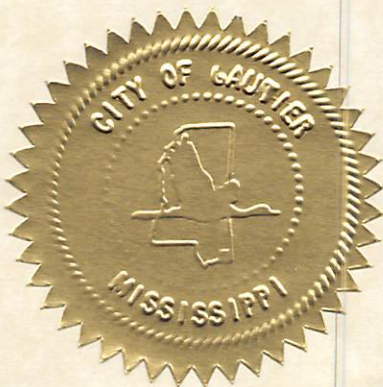
WHEREAS, Volunteers in Medicine Gautier was established to provide free medical services to uninsured individuals and families, who would otherwise be unable to afford them; and

WHEREAS, the clinic is made possible by the generous commitment of nearly 100 lay and professional volunteers who contribute their time and skills to help others; and

NOW, THEREFORE, BE IT RESOLVED that the Mayor of the City of Gautier, Mississippi do hereby recognize the importance of The Volunteers in Medicine Gautier with its 10 years of work and influence in this great city, we offer our highest appreciation for your participation and influence on this day, Tuesday, the 15th of October 2019.

IN TESTIMONY WHEREOF, I have hereunto affixed the seal of the City of Gautier on this the 15th day of October, 2019.

Signed _____
Phil Torjusen, Mayor



Councilman Colledge made the motion to approve an Amendment to Section 5.2.2 Table 3 and Section 5.4.4(F) of the Unified Development Ordinance (City Initiated) GPC# 19-18-UDO, as presented. Councilman Vaughan seconded the motion. The vote was carried unanimously.

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

ORDINANCE NUMBER 250-2019

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

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

Section 1. Authority & Intent

- A. The authority for enactment of this ordinance is contained in Mississippi Code Annotated, Section 17-1-11.
- B. City Staff and City Council find the need for clarification text changes to the Unified Development Ordinance.
- C. The Gautier Planning Commission held a public meeting, after giving due public notice, and considered this ordinance on October 3, 2019. The City Council considered the amendments on October 15, 2019.

Section 2. Adoption of Clarification and Other Text Changes to the Unified Development Ordinance

The City of Gautier hereby adopts the attached Clarification and Other Text Changes to the Unified Development Ordinance, as approved by the Gautier Planning Commission.

Section 3. Conflicts

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

Section 4. Severability

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

Section 5. Effective Date

This Ordinance shall take effect immediately upon completion of the statutory requirements.

Motion was made by **Councilman Colledge**, 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**

Adopted: October 15, 2019

Phil Torjusen, Mayor

Attest:

Cynthia Russell, City Clerk

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 10/7/2019
Subject: GPC Case 19-18-UDO Text Change

REQUEST:

The Planning Director has requested an amendment to the Unified Development Ordinance (UDO) pursuant to Section 5.2.2 Table 3, to reflect a text change that would allow a guest house (as an accessory use) to be permitted as a Conditional Use-Minor in a RE Residential Estate District.

The Planning Director has also requested an amendment to the UDO pursuant to Section 5.4.4(F), to revise the UDO by changing the words “main building area” to “principal structure area”.

BACKGROUND:

The Unified Development Ordinance currently lists a guest house as a Conditional Use-Major in a RE District. The Planning Director has requested to amend the UDO to list a guest house in a RE District as a Conditional Use-Minor.

The Unified Development Ordinance currently states that the maximum lot coverage for accessory structures in a R-1 District “shall not exceed twenty (20) percent of the rear lot area or fifty (50) percent of the main building area, whichever is less”. The Planning Director has requested to revise this section of the UDO by changing “main building area” to “principal structure area.”

DISCUSSION:

The City of Gautier’s Unified Development Ordinance currently lists a guest house (as an accessory use) in a RE District as a Conditional Use-Major which means that it is not allowed “by right” but requires a recommendation by the Planning Commission and the approval of the City Council. The Planning Director requests that a guest house in a RE District be listed as a Conditional Use-Minor which only requires a Finding of Compatibility (FOC) by the Planning Director.

The City of Gautier’s Unified Development Ordinance currently states that the maximum lot coverage for accessory structures in a R-1 District “shall not exceed twenty (20) percent of the rear lot area or fifty (50) percent of the main building structure area, whichever is less”. The Planning Director would like to revise the UDO by amending Section 5.4.4(F) to read “...Accessory structures shall not exceed twenty (20) percent of the rear lot area or fifty (50) percent of the principal structure, whichever is less.”

RECOMMENDATION:

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

City Council may:

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

ATTACHMENTS:

1. Excerpt GPC Meeting 10.3.19
2. Combined 19-18-udo

Excerpt from October 3, 2019 Gautier Planning Commission Meeting:

The Planning Director has requested an amendment to the Unified Development Ordinance (GPC Case No. 19-18-UDO)

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

REQUEST:

The Planning Director has requested an amendment to the Unified Development Ordinance (UDO) pursuant to Section 5.2.2 Table 3, to reflect a text change that would allow a guest house (as an accessory use) to be permitted as a Conditional Use-Minor in a RE Residential Estate District.

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STAFF FINDINGS:

Staff finds that the Planning Director’s request for an amendment to the UDO to change a guest house from a Conditional Use-Major to a Conditional Use-Minor is consistent with the intent of the ordinance regarding Conditional Uses.

Staff finds that approving the Planning Director's request for clarification of Section 5.4.4(F), by changing the wording from "main building area" to "principal structure area," is necessary to ensure harmonious development in an R-1 Single Family Residential District.

RECOMMENDATIONS:

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

Planning Commission may:

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

ATTACHMENTS:

UDO Excerpt with proposed changes

5.2.2 Uses Permitted by Right and Conditional Uses

No use shall be established in any zoning district unless it is expressly designated by this Ordinance as a "P-permitted use" or "C-conditional use-major" or "c-conditional use-minor". The range of uses allowed as "Permitted Uses and Structures" & "Conditional Uses," in each zoning district are summarized in Tables 3, 4 and 5. In the event of a conflict between tables of this Ordinance, the text shall control. The intent of the underlying Future Land Use category of the Comprehensive Plan determines allowable uses in the PUD District.

Table No. 3: Uses Permitted in Residential Districts							
		AG	RE	R-1	R-1A	R-2	R-3
	Accessory Buildings (<i>In accordance with Article VI</i>)	P	P	P	P	P	P
	Adult Day Care Center, Commercial	C				C	
	Apartment Building-less than 45' in height				P	P	
	Apartment Building – 46' to 60' in height.					P	
	Assisted Living Facility					C	
	Bed & Breakfast Inn			C			
	Boarding House					C	
	Cemetery and/or Columbarium	C		C	C	C	C
	Child Care Center, Commercial	c				c	
	Church or Place of Worship	C		c	c	C	
	Clubhouse or Lodge	c	c			P	
	Cluster Development						
	Community Center	c	c	c	c	c	c
	Condominium, Residential (less than 45' in height).					P	
	Condominium, Residential (46' to 60' in height).					P	
	Conservation Subdivision	P	P				
	Country Club	c	C	c	c	c	
	Dwelling, Mobile/ Manufactured Home	C					P
	Dwelling, Modular Home			c	c		P**
	Dwelling, Multi-family					P	
	Dwelling, Patio Home				c		
	Dwelling, Single-family, Attached				C		
	Dwelling, Single-family, Detached	P	P	P	P		P
	Dwelling, Two-family				C		
	Dwelling, Zero Lot Line				c		

Table No. 3: Uses Permitted in Residential Districts							
		AG	RE	R-1	R-1A	R-2	R-3
	Farm	P					
	Garage or carport, Private as an Accessory Use	P	P	P	P	P**	P
	Garage Apartment (As an accessory Use)	c	C	c	C	C	C
	Golf Course	P	P				
	Golf-Driving Range	C					
	Guest House (As an accessory Use)	c	C	c	C	C	C
	Home Occupation in accordance with <i>Article VI</i> .	P	P	P	P	P	P
	MEMA Cottage	c					P/C*
	Manufactured Home Subdivision						P
	Mobile Home Park						P
	Multi-Family Development					P	
	Park, Private for Residents	P	P	P	P	P	P
	Park, Public	P	P	P	P	P	P
	Playground, Public	P	P	P	P	P	P
	Ponds for fishing and livestock	P		c			
	Public Parks and Open Space	P	P	P	P	P	P
	Public Utility & Facilities	P	P	P	P	P	P
	Recreational Facilities for Use of Residents					P	P
	Recreational Vehicle (In Mobile Home Parks)						C
	Signs in accordance with <i>Article XII</i> .	P	P	P	P	P	P
	Schools, Elementary	C	C	C	C	C	C
	Schools, Secondary	C	C	C	C	C	C
	Stable, Private	C					
	Stable, Public	C					
	Traditional Neighborhood Development						
	Wireless Telecommunication Facilities	C					
	Youth Camp	C					
*Permitted in Manufactured Home Park. Conditional Use for all other R-3 lands. **Permitted in Manufactured Home Subdivision only ***Private Garages may be provided for a limited number of apartments if approved by City Council.							

5.4.4 R-1, Low Density Single-Family Residential District

Single-Family detached dwelling units shall meet the following development standards.

- A. **Minimum Lot Area:** Ninety-six hundred (9,600) square feet
- B. **Minimum Lot Width:** Eighty (80) feet for interior lots and one hundred (100) feet for corner lots at the front building line. All lots shall have a minimum of forty (40) feet on a public or platted street.
- C. **Minimum Setbacks for Principal structure:**
 - Front—Twenty-five (25) feet
 - Side—Ten (10) feet for interior lots and twenty-five (25) feet for corner lots
 - Rear—Twenty-five (25) feet
- D. **Minimum Setbacks for Accessory structures(s):**
 - Front—All accessory structures shall be located in the rear yard of the principal use or in the side yard, behind the main structure front building line.
 - Side—Ten (10) feet
 - Rear—Five (5) feet
- E. **Maximum Building Height**—Thirty-five (35) feet for principal dwellings; Twenty-five (25) feet for accessory structures
- F. **Maximum Lot Coverage**—Twenty-five (25) percent for the principal structure and accessory structures. Accessory structures shall not exceed twenty (20) percent of the rear lot area or fifty (50) percent of the **principal structure** area, whichever is less.
- G. **Minimum Living Area of dwelling units**—Thirteen hundred twenty-five (1,325) square feet

ACTION TAKEN:

Commissioner Ward made the motion to recommend that City Council approve the UDO amendments as presented.

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

AYES: **David Wooten**
 Kay C. Jamison

**Jimmy Green
Joshua Ward
Paul Gainer
James Lee
William Davis**

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

October 3, 2019

Text Change

UDO Amendment

VII. NEW BUSINESS

A. REQUEST TO AMEND THE UDO TO REFLECT A TEXT CHANGE TO 5.2.2 TABLE 3: USES PERMITTED IN RESIDENTIAL DISTRICT **AND** TO SECTION 5.4.4(F) R-1 LOW DENSITY SINGLE-FAMILY RESIDENTIAL DISTRICT (CITY INITIATED) (GPC #19-18-UDO)

CITY OF GAUTIER STAFF REPORT

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director & Babs Logan, Planning Technician

Date: August 26, 2019

Subject: Consideration of an Amendment to Section 5.2.2 Table 3 and Section 5.4.4(F) of the Unified Development Ordinance (City Initiated) GPC #19-18-UDO

REQUEST:

The Planning Director has requested an amendment to the Unified Development Ordinance (UDO) pursuant to Section 5.2.2 Table 3, to reflect a text change that would allow a guest house (as an accessory use) to be permitted as a Conditional Use-Minor in a RE Residential Estate District.

The Planning Director has also requested an amendment to the UDO pursuant to Section 5.4.4(F), to revise the UDO by changing the words “main building area” to “principal structure area”.

BACKGROUND:

The Unified Development Ordinance currently lists a guest house as a Conditional Use-Major in a RE District. The Planning Director has requested to amend the UDO to list a guest house in a RE District as a Conditional Use-Minor.

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DISCUSSION:

The City of Gautier’s Unified Development Ordinance currently lists a guest house (as an accessory use) in a RE District as a Conditional Use-Major which means that it is not allowed “by right” but requires a recommendation by the Planning Commission and the approval of the City Council. The Planning Director requests that a guest house in a RE District be listed as a Conditional Use-Minor which only requires a Finding of Compatibility (FOC) by the Planning Director.

The City of Gautier's Unified Development Ordinance currently states that the maximum lot coverage for accessory structures in a R-1 District "shall not exceed twenty (20) percent of the rear lot area or fifty (50) percent of the main building structure area, whichever is less". The Planning Director would like to revise UDO by amending Section 5.4.4(F) to read **"...Accessory structures shall not exceed twenty (20) percent of the rear lot area or fifty (50) percent of the principal structure, whichever is less."**

STAFF FINDINGS:

Staff finds that the Planning Director's request for an amendment to the UDO to change a guest house from a Conditional Use-Major to a Conditional Use-Minor is consistent with the intent of the ordinance regarding Conditional Uses.

Staff finds that approving the Planning Director's request for clarification of Section 5.4.4(F), by changing the wording from "main building area" to "principal structure area," is necessary to ensure harmonious development in an R-1 Single Family Residential District.

RECOMMENDATIONS:

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

Planning Commission may:

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

ATTACHMENTS:

UDO Excerpt with proposed changes

5.2.2 Uses Permitted by Right and Conditional Uses

No use shall be established in any zoning district unless it is expressly designated by this Ordinance as a "P-permitted use" or "C-conditional use-major" or "c-conditional use-minor". The range of uses allowed as "Permitted Uses and Structures" & "Conditional Uses," in each zoning district are summarized in Tables 3, 4 and 5. In the event of a conflict between tables of this Ordinance, the text shall control. The intent of the underlying Future Land Use category of the Comprehensive Plan determines allowable uses in the PUD District.

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	Apartment Building-less than 45' in height				P	P	
	Apartment Building – 46' to 60' in height.					P	
	Assisted Living Facility					C	
	Bed & Breakfast Inn			C			
	Boarding House					C	
	Cemetery and/or Columbarium	C		C	C	C	C
	Child Care Center, Commercial	c				c	
	Church or Place of Worship	C		c	c	C	
	Clubhouse or Lodge	c	c			P	
	Cluster Development						
	Community Center	c	c	c	c	c	c
	Condominium, Residential (less than 45' in height).					P	
	Condominium, Residential (46' to 60' in height).					P	
	Conservation Subdivision	P	P				
	Country Club	c	C	c	c	c	
	Dwelling, Mobile/ Manufactured Home	C					P
	Dwelling, Modular Home			c	c		P**
	Dwelling, Multi-family					P	
	Dwelling, Patio Home				c		
	Dwelling, Single-family, Attached				C		
	Dwelling, Single-family, Detached	P	P	P	P		P
	Dwelling, Two-family				C		
	Dwelling, Zero Lot Line				c		

Table No. 3: Uses Permitted in Residential Districts							
		AG	RE	R-1	R-1A	R-2	R-3
	Farm	P					
	Garage or carport, Private as an Accessory Use	P	P	P	P	P**	P
	Garage Apartment (As an accessory Use)	c	C	c	C	C	C
	Golf Course	P	P				
	Golf-Driving Range	C					
	Guest House (As an accessory Use)	c	C	c	C	C	C
	Home Occupation in accordance with <i>Article VI</i> .	P	P	P	P	P	P
	MEMA Cottage	c					P/C*
	Manufactured Home Subdivision						P
	Mobile Home Park						P
	Multi-Family Development					P	
	Park, Private for Residents	P	P	P	P	P	P
	Park, Public	P	P	P	P	P	P
	Playground, Public	P	P	P	P	P	P
	Ponds for fishing and livestock	P		c			
	Public Parks and Open Space	P	P	P	P	P	P
	Public Utility & Facilities	P	P	P	P	P	P
	Recreational Facilities for Use of Residents					P	P
	Recreational Vehicle (In Mobile Home Parks)						C
	Signs in accordance with <i>Article XII</i> .	P	P	P	P	P	P
	Schools, Elementary	C	C	C	C	C	C
	Schools, Secondary	C	C	C	C	C	C
	Stable, Private	C					
	Stable, Public	C					
	Traditional Neighborhood Development						
	Wireless Telecommunication Facilities	C					
	Youth Camp	C					
*Permitted in Manufactured Home Park. Conditional Use for all other R-3 lands. **Permitted in Manufactured Home Subdivision only ***Private Garages may be provided for a limited number of apartments if approved by City Council.							

5.4.4 R-1, Low Density Single-Family Residential District

Single-Family detached dwelling units shall meet the following development standards.

- A. Minimum Lot Area:** Ninety-six hundred (9,600) square feet
- B. Minimum Lot Width:** Eighty (80) feet for interior lots and one hundred (100) feet for corner lots at the front building line. All lots shall have a minimum of forty (40) feet on a public or platted street.
- C. Minimum Setbacks for Principal structure:**
 - Front—Twenty-five (25) feet
 - Side—Ten (10) feet for interior lots and twenty-five (25) feet for corner lots
 - Rear—Twenty-five (25) feet
- D. Minimum Setbacks for Accessory structures(s):**
 - Front—All accessory structures shall be located in the rear yard of the principal use or in the side yard, behind the main structure front building line.
 - Side—Ten (10) feet
 - Rear—Five (5) feet
- E. Maximum Building Height**—Thirty-five (35) feet for principal dwellings; Twenty-five (25) feet for accessory structures
- F. Maximum Lot Coverage**—Twenty-five (25) percent for the principal structure and accessory structures. Accessory structures shall not exceed twenty (20) percent of the rear lot area or fifty (50) percent of the **principal structure** area, whichever is less.
- G. Minimum Living Area of dwelling units**—Thirteen hundred twenty-five (1,325) square feet

Councilwoman Martin made the motion to approve the Docket of Claims, as presented, provided that all entries thereon are true, correct, properly entered, and not fraudulent. Councilman George seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 219-2019

WHEREAS, Miss. Code Ann. 21-39-9 requires governing authority to review all unpaid claims and determine if there is an obligation. An obligation exists if the related materials and supplies were properly contracted for and received by the municipality; and

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

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 15, 2019.

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DELTA COMPUTER SYSTEMS INC	200002	10/15/2019	10/01/2019			510.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	ACCTG SOFTWARE MAINT		MN137665	09/15/2019			350.00
	001-092-698	VOTER REG SOFTWARE MAINT		MN137665	09/15/2019			20.00
	001-092-698	PRIV LICENSE SOFTWARE MAINT		MN137666	09/15/2019			140.00
001	SECURE NETWORKS LLC	200003	10/15/2019	10/01/2019			2,280.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	NOV 2019 NETWORK SERVICES		3926	09/14/2019			2,280.00
001	SOUTHERN PEST CONTROL INC	200004	10/15/2019	10/01/2019			403.30	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	CITY FACILITIES		349900	09/30/2019			403.30
001	BELL AUTO PARTS INC	200005	10/15/2019	10/01/2019			649.70	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	PURPLE LUBE (4): POLICE DEPT		43326	09/11/2019			99.80
	001-161-638	PURPLE LUBE (4): FIRE DEPT		43327	09/11/2019			99.80
	001-100-570	PURPLE LUBE (4): POLICE DEPT		43328	09/19/2019			99.80
	001-205-559	PARTS WASHER FLUID, HAND CLNR		43329	09/19/2019			98.90
	001-161-639	FUEL FILTER (3): GENERATOR		43330	09/12/2019			109.50
	001-205-559	PARTS WASHER FLUID, HAND CLNR		43331	09/26/2019			98.90
	001-100-570	BRAKE PAD (2): PD CHARGERS		43332	09/24/2019			43.00
001	STEINER SAW & MOWER	200006	10/15/2019	10/01/2019			24.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	FS 94 RECOIL (2): WEED EATER		309280	09/05/2019			24.00
001	O'REILLY AUTO PARTS	200007	10/15/2019	10/01/2019			497.70	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	A/C ADAPTER: POLICE DEPT		1978142067	08/30/2019			2.99
	001-161-638	TURN SIGNAL SWITCH: U50		1978142450	09/03/2019			42.71
	001-100-570	THRMST, NEW WTR PUMP:U #19686		1978142594	09/05/2019			116.18
	001-161-638	16OZ LIQUID WAX		1978142823	09/07/2019			5.99
	001-100-639	FUEL TUBING: HONDA 4 WHEELER		1978143129	09/10/2019			3.99
	001-161-638	1GAL ANTIFREZ: U50		1978143130	09/10/2019			17.99
	001-100-570	SEMI-MET PAD: U #11277		1978143229	09/11/2019			25.85
	001-100-570	CDT RTN: SEMI-MET PAD		1978143232	09/11/2019			-25.85
	001-100-570	DISC PAD SET: U #11277		1978143232	09/11/2019			83.81
	001-161-638	1GAL ANTIFREZ (4): FIRE DEPT		1978143736	09/16/2019			43.96
	001-100-570	DOOR LOCK ACT: U #13408		1978143938	09/18/2019			88.81
	001-100-570	BLOWER MOTOR: U #14403		1978144448	09/23/2019			44.59
	001-100-570	SENSOR: U #56		1978144508	09/24/2019			27.69
	001-100-570	1GAL BRAKE FLUID: POLICE DEPT		1978144632	09/25/2019			18.99
001	AUTO TRUCK AND TRAILER PARTS INC	200021	10/15/2019	10/03/2019			1,075.92	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-559	2-GAL & 5-GAL GAS CAN: SHOP		277683	09/05/2019			36.28
	001-161-638	BATT: ENG 1		277778	09/09/2019			105.00
	001-161-638	BATT: ENG 1		277779	09/09/2019			105.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AUTO TRUCK AND TRAILER PARTS INC	200021	10/15/2019	10/03/2019			1,075.92	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-638	BATT: ENG 1	277780	09/09/2019			105.00	
	001-161-638	BATT: ENG 1	277781	09/09/2019			105.00	
	001-100-570	ANTIFREEZE (4): POLICE VEH	277836	09/11/2019			104.00	
	001-100-570	PAINT PEN (3): POLICE VEH	277852	09/11/2019			10.50	
	001-100-570	WIPER (12): POLICE VEH	277993	09/18/2019			78.00	
	001-161-559	OIL DRY (4)	278030	09/19/2019			32.00	
	001-161-638	DIPSTICK KIT: ENG 2	278130	09/24/2019			140.07	
	001-161-638	SWITCH: B34	278146	09/24/2019			5.15	
	001-100-570	ADDITIVE (8): POLICE VEH	278156	09/25/2019			97.68	
	001-100-570	BATT: U #80	278210	09/27/2019			105.00	
	001-161-638	CAP,ANTIFREZ (3),DCA(2):ENG 2	278239	09/30/2019			47.24	
001	CABLE ONE INC	200026	10/15/2019	10/04/2019			130.07	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-698	OCT 2019: #107571481	09242019	10/01/2019			130.07	
001	GOVERNMENT BRANDS SHARED SERVICES	200027	10/15/2019	10/04/2019			1,475.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-010-698	OCT 2019 COURT SUPPORT	1-45292	10/01/2019			1,475.00	
001	TEC	200028	10/15/2019	10/04/2019			98.40	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-605	MONTHLY LONG DISTANCE	976016	10/01/2019			98.40	
001	CABLE ONE INC	200029	10/15/2019	10/04/2019			84.62	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-698	OCT 2019: SR BLDG #120793682	09242019	10/01/2019			84.62	
001	MS MUNICIPAL LEAGUE	200034	10/15/2019	10/07/2019			340.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-001-681	SM TOWN CONF: ANDERSON	30556	09/30/2019			85.00	
	001-001-681	SM TOWN CONF: MARTIN	30556	09/30/2019			85.00	
	001-001-681	SM TOWN CONF: VAUGHN	30556	09/30/2019			85.00	
	001-001-681	SM TOWN CONF: TORJUSEN	30556	09/30/2019			85.00	
001	AT&T INTERSTATE DED PRIVATE LINE SERVS	200035	10/15/2019	10/07/2019			215.39	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	ACCUNET T1.5 DIGITAL SERV	3112498127	10/01/2019			215.39	
001	AIRGAS USA LLC	200036	10/15/2019	10/07/2019			210.19	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-205-588	CYLINDER RENTAL	9965186634	10/30/2019			210.19	
001	ACE DATA STORAGE INC	200038	10/15/2019	10/07/2019			105.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	SEP 2019-SHREDDING SERVICE	67764	10/01/2019			105.00	
001	BORDIS & DANOS PLLC	200039	10/15/2019	10/07/2019			10,000.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-060-602	OCT 2019 RETAINER	74	10/01/2019			10,000.00	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MS DEPT OF FINANCE & ADMIN	200041	10/15/2019	10/07/2019			20,916.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	SEP 2019 COURT ASSESSMENTS		09302019	09/30/2019			20,916.75
001	MALLETTE BROTHERS CONSTRUCTION INC	200042	10/15/2019	10/07/2019			492.90	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-576	7.98 RAP TN		20870	09/30/2019			239.40
	001-201-576	8.45 CR STONE TN		20870	09/30/2019			253.50
001	MS DEPT OF PUBLIC SAFETY	200043	10/15/2019	10/07/2019			1,238.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	SEP 2019 SPECIAL ASSESSMENTS		09302019	09/30/2019			1,238.00
001	MS DEPT OF PUBLIC SAFETY	200044	10/15/2019	10/07/2019			150.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	SEP 2019 INTERLOCK FEES		09302019	09/30/2019			150.00
001	JACKSON COUNTY ADULT DETENTION CENTER	200045	10/15/2019	10/07/2019			7,210.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-696	SEP 2019 ADC CHGS		09302019	09/30/2019			7,210.00
001	CENTERPOINT ENERGY	200046	10/15/2019	10/07/2019			26.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-630	CENTRAL FIRE STN:8/26-9/25/19		11000885-1	10/03/2019			16.46
	001-161-630	SOUTH FIRE STN:8/26-9/25/19		11000999-0	10/03/2019			9.94
001	SWETMAN SECURITY SERVICE INC	200047	10/15/2019	10/07/2019			2,364.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-512	CRUISIN: PARKING SERVICES		12666	09/04/2019			2,364.00
001	JERALD H SAVELL	200048	10/15/2019	10/07/2019			500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-512	TRAIN RIDE		400	09/30/2019			500.00
001	ELEKTRA TECH ENTERTAINMENT	200049	10/15/2019	10/07/2019			2,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-512	STAGE & SOUND EQUIP		170	09/25/2019			2,000.00
001	DARWIN VAN NELSON	200050	10/15/2019	10/07/2019			800.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-512	EMCEE & DOUBLE DEE PERF		10062019	10/06/2019			800.00
001	THE CATDADDYZ LLC	200051	10/15/2019	10/07/2019			1,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-512	MUSIC 1.5 HRS		10022019	10/02/2019			1,500.00
001	AMANDA O JONES	200052	10/15/2019	10/07/2019			800.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-512	WAYWARD JONES PERFORMANCE		10022019	10/02/2019			800.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	POWELL CONSTRUCTION SERVICES INC	200053	10/15/2019	10/07/2019			307.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-698	GV-MBLUFF SIGNAL REP		3029	09/30/2019			307.00
001	LOWES HOME CENTERS INC	200054	10/15/2019	10/08/2019			487.76	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-559	20-OZ GALV SPRAY PAINT,KEY(6)		911709	08/27/2019			19.24
	001-170-559	MASTER PADLOCK (5)		911709	08/27/2019			11.30
	001-170-559	CDT RTN: PRO PICK-UP TOOL (2)		914719	08/30/2019			-37.00
	001-170-559	PRO PICK-UP TOOL (2)		914720	08/30/2019			37.02
	001-170-634	2X8X8 TREATED LUMBER (2)		901274	08/30/2019			14.38
	001-161-559	CS NIAGARA BOTTLED WATER (12)		902380	09/01/2019			39.84
	001-201-576	REPR PARTS:MARTIN BLUFF BRIDGE		902558	09/03/2019			50.59
	001-161-559	36CT AA BATT, HYDRANT WRENCH		911309	09/04/2019			26.08
	001-092-639	PKG 1000 SHEET METAL SCREWS		902796	09/05/2019			23.73
	001-201-559	24X36 ALUMINUM SHEET		90279	09/05/2019			20.41
	001-170-513	PICNIC TABLE REPRS:TASTY THURS		901831	09/12/2019			166.69
	001-170-502	FIRST AID KIT: YOUTH FTBL		909529	09/12/2019			21.36
	001-100-559	KEYS (5): PD DEPT		901438	09/16/2019			11.30
	001-205-559	5-PK RECIP SAW BLADE		901120	09/19/2019			13.28
	001-205-560	SCH ENTRY DOOR HANDLE		901120	09/19/2019			56.04
	001-170-634	2X4X8 TREATED LUMBER		901866	09/23/2019			4.06
	001-205-559	2-PK WASP/HORNET SPRAY (2)		901792	09/23/2019			9.44
001	CREDIT CARD CENTER	200056	10/15/2019	10/08/2019			2,063.17	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	TASER INSTR: KILLINGSWORTH		08282019	08/29/2019			495.00
	001-040-681	MAGPPA CONF: FARABEE,S		08292019	08/30/2019			175.00
	001-170-502	REFUND: FIT KIT FEE		09042019	09/05/2019			-150.00
	001-170-502	ALTER CHEER SKIRTS (11)		09132019	09/16/2019			132.00
	001-092-698	VISTAPRINT-NOT OURS:TO REFUND		09172019	09/18/2019			12.00
	001-170-512	CRUISIN STAFF TSHIRTS (72)		09202019	09/23/2019			264.67
	001-170-512	2 WAY LONG RANGE RADIO		09242019	09/25/2019			103.97
	001-170-512	STORAGE BASKET ORGANIZER		09242019	09/25/2019			13.95
	001-170-512	CRUISIN:DRINKS,DOOR PRIZES		09242019	09/25/2019			592.81
	001-170-512	CRUISIN:SUPPLIES,DOOR PRIZES		09252019	09/26/2019			423.77
001	DIRECTV LLC	200058	10/15/2019	10/08/2019			152.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	WEST STN: 022727663 (NOV)		10132019	10/14/2019			152.00
001	FUELMAN	200060	10/15/2019	10/08/2019			2,926.38	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP56978590	09/30/2019			74.59
	001-092-525	UNL FUEL		NP56978590	09/30/2019			27.95
	001-100-525	UNL FUEL		NP56978590	09/30/2019			2,325.35
	001-161-525	UNL & DSL FUEL		NP56978590	09/30/2019			411.13
	001-170-525	UNL FUEL		NP56978590	09/30/2019			87.36

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN	200064	10/15/2019	10/08/2019			3,009.03	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-525	UNL FUEL	NP57050201	10/07/2019			2,217.26	
	001-161-525	UNL & DSL FUEL	NP57050201	10/07/2019			428.84	
	001-170-525	UNL & DSL FUEL	NP57050201	10/07/2019			288.21	
	001-205-525	UNL FUEL	NP57050201	10/07/2019			74.72	
001	TYLER TECHNOLOGIES INC	200068	10/15/2019	10/08/2019			778.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-698	IPAD APP:SW MAINT	025-271383	09/10/2019			259.50	
	001-090-698	EG SERVER:SW MAINT	025-271383	09/10/2019			519.00	
001	C SPIRE WIRELESS	200069	10/15/2019	10/08/2019			737.94	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-021-605	CITY MGR CELL PHONE	0030759348	09/30/2019			47.64	
	001-040-605	ADMIN CELL PHONES	0030759348	09/30/2019			130.52	
	001-090-605	BLDG-PLNG CELL PHONES	0030759348	09/30/2019			203.55	
	001-090-698	IPAD SERVICE (3)	0030759348	09/30/2019			102.57	
	001-094-605	GRANT-PROJ CELL PHONES	0030759348	09/30/2019			96.33	
	001-161-605	FIRE DEPT CELL PHONES	0030759348	09/30/2019			-45.17	
	001-170-605	RECREATION CELL PHONES	0030759348	09/30/2019			151.58	
	001-205-605	MAINT CELL PHONE	0030759348	09/30/2019			50.92	
001	AT&T MOBILITY	200073	10/15/2019	10/08/2019			860.72	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-559	IPHONE XR (3)	10052019	09/27/2019			641.97	
	001-161-605	CELL SERV(3):287294177255X	10052019	09/27/2019			218.75	
001	SINGING RIVER ELECTRIC COOPERATIVE	200074	10/15/2019	10/08/2019			168.18	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-631	SPORTS PAVILION 66582005	09182019	09/25/2019			109.68	
	001-170-631	ROUNDAABOUT 102311002	09182019	09/25/2019			58.50	
001	SINGING RIVER ELECTRIC COOPERATIVE	200075	10/15/2019	10/08/2019			8,614.93	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-633	STREET LIGHTING 10054	09182019	09/25/2019			5,375.38	
	001-201-629	SIGNAL LIGHTS 10054	09182019	09/25/2019			679.71	
	001-092-631	CITY HALL 10054	09182019	09/25/2019			967.34	
	001-170-631	FRAZIER PARK 10054	09182019	09/25/2019			49.95	
	001-170-631	SENIOR BLDG 10054	09182019	09/25/2019			541.06	
	001-161-631	CENTRAL FD 10054	09182019	09/25/2019			454.63	
	001-170-631	CITY PARK 10054	09182019	09/25/2019			142.17	
	001-092-631	PUBLIC WORKS 10054	09182019	09/25/2019			379.18	
	001-092-631	HWY 90 SIGN 10054	09182019	09/25/2019			25.51	
001	SINGING RIVER ELECTRIC COOPERATIVE	200078	10/15/2019	10/08/2019			2,537.75	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-631	POLICE STATION 66298004	09182019	09/25/2019			1,783.78	
	001-201-629	SIGNAL LIGHT 89113001	09182019	09/25/2019			57.88	
	001-170-631	CITY PARK RESTRMS 89912001	09182019	09/25/2019			280.52	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	200078	10/15/2019	10/08/2019			2,537.75	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	STREET LIGHTS 90345002		09182019	09/25/2019			144.30
	001-092-631	RECORDS BLDG 90790001		09182019	09/25/2019			231.87
	001-170-631	FRAZIER RESTRMS 98546001		09182019	09/25/2019			39.40
001	SINGING RIVER ELECTRIC COOPERATIVE	200079	10/15/2019	10/08/2019			948.84	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	DOLPHIN ST 94987002		09182019	09/25/2019			81.77
	001-201-633	DOLPHIN ST 94988002		09182019	09/25/2019			77.85
	001-201-633	DOLPHIN ST 94989002		09182019	09/25/2019			85.28
	001-201-633	DOLPHIN ST 94990002		09172019	09/25/2019			520.05
	001-201-633	WM PAYNE 100244001		09182019	09/25/2019			63.00
	001-201-633	WM PAYNE 100245001		09182019	09/25/2019			120.89
001	CINTAS CORPORATION NO 2	200083	10/15/2019	10/08/2019			312.28	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-535	MAINTENANCE		4029496420	09/05/2019			78.07
	001-205-535	MAINTENANCE		4029904197	09/11/2019			78.07
	001-205-535	MAINTENANCE		4030459237	09/18/2019			78.07
	001-205-535	MAINTENANCE		4030947405	09/25/2019			78.07
001	SEYMOUR ENGINEERING PLLC	200086	10/15/2019	10/08/2019			420.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-094-603	GEN ENG: TRAIL LIGHTING		7221	09/26/2019			420.00
001	SINGING RIVER ELECTRIC COOPERATIVE	200087	10/15/2019	10/08/2019			978.23	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	SOUTH FD 76008001		09192019	09/26/2019			295.65
	001-170-631	BACOT PARK 10137		09192019	09/26/2019			536.32
	001-201-629	SIGNAL LIGHTS 10138		09192019	09/26/2019			122.66
	001-170-631	BACOT SPLASHPAD 103751001		09192019	09/26/2019			23.60
001	AT&T GLOBAL NETWORK SERVS LLC	200090	10/15/2019	10/08/2019			229.64	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	NCIC EQUIPMENT CHARGES		GG43044	10/01/2019			229.64
001	AUTOZONE INC	200093	10/15/2019	10/08/2019			9.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-638	10-PK MINI BULBS		4907605361	09/10/2019			9.99
001	MAGNOLIA AD STUDIO LLC	200110	10/15/2019	10/09/2019			750.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-615	OCT 2019 ADVERTISING PKG		1146	10/01/2019			750.00
001	PHIL TORJUSEN	200111	10/15/2019	10/09/2019			301.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-681	MILEAGE: MML BOARD MTG 520M		09272019	10/08/2019			301.60
001	JUDGE DANNY GUICE	200113	10/15/2019	10/09/2019			90.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-602	JUDGE PRO TEM 10/04/19		1 HR	10/07/2019			90.00

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001	ALABAMA MEDIA GROUP	200118	10/15/2019	10/09/2019			1,135.33	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-040-615	FY2020 BUDGET PUBLICATION	0009338167	09/27/2019	191234		1,135.33	
001	GALLS LLC	200119	10/15/2019	10/09/2019			63.95	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-559	SAM BROWN BELT (2)	OR13827813	08/21/2019	191144		77.00	
	001-100-559	SF BUCKLELESS BELT (2)	OR13827813	08/21/2019	191144		66.00	
	001-100-559	SF DEFENSE SPRAY CASE (4)	OR13827813	08/21/2019	191144		118.00	
	001-100-559	GALLS GEAR TOP CUFF CASE (6)	OR13827813	08/21/2019	191144		135.00	
	001-100-559	LEATHER PELICAN HOLDER (6)	OR13827813	08/21/2019	191144		51.00	
	001-100-559	K FORCE DOUBLE MAG (2)	OR13827813	08/21/2019	191144		85.00	
	001-100-559	HEAVY STREAM DEFENSE SPRAY (6)	OR13827813	08/21/2019	191144		87.00	
	001-100-559	LAWPRO BLK LEATHER NOTEBOOK(2)	OR13827813	08/21/2019	191144		30.00	
	001-100-559	BIANCHI ACCUMOLD DUTY BELT	OR13827813	08/21/2019	191144		48.50	
	001-100-559	ACCUMOLD DOUBLE MAG	OR13827813	08/21/2019	191144		30.00	
	001-100-559	ACCUMOLD MACE CASE HIDDEN SNAP	OR13827813	08/21/2019	191144		19.50	
	001-100-559	EXPANDABLE BATON HOLDER	OR13827813	08/21/2019	191144		15.00	
	001-100-559	SHIPPING	OR13827813	08/21/2019	191144		18.17	
	001-100-559	CREDIT MEMO ON ACCT	003940191	08/18/2015			-716.22	
001	TEAM ONE COMMUNICATIONS INC	200120	10/15/2019	10/09/2019			1,400.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-639	REPROG/UPDATE RADIOS: LABOR	1130001651	09/26/2019	191213		1,400.00	
001	MID SOUTH UNIFORM & SUPPLY INC	200121	10/15/2019	10/09/2019			462.66	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-535	NAVY SS SHIRT (3): WARD	597038	09/30/2019	191237		139.29	
	001-100-535	NAVY PANTS W/STRIPE (3): WARD	597038	09/30/2019	191237		136.08	
	001-100-535	NAVY LS SHIRT (3): WARD	597038	09/30/2019	191237		148.29	
	001-100-535	SEW ON PATCHES (12): WARD	597038	09/30/2019	191237		12.00	
	001-100-535	NAVY BRAID 1" (3): WARD	597038	09/30/2019	191237		12.75	
	001-100-535	LT BLUE BRAID 1-1/4" (3): WARD	597038	09/30/2019	191237		14.25	
001	BELL AUTO PARTS INC	200122	10/15/2019	10/09/2019			197.90	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-205-639	WHEEL CYLINDER: FORKLIFT	43333	10/03/2019	200005		197.90	
001	PRECISION DELTA CORPORATION	200123	10/15/2019	10/09/2019			4,699.33	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-559	40 S&W 165 GR JHP 500 RD (3)	15362	10/03/2019	200008		458.25	
	001-100-559	.223 REM 55 GR SBSTA 1000 RD	15362	10/03/2019	200008		761.80	
	001-100-559	40 S&W 165 GR FMJ 500 RD (20)	15362	10/03/2019	200008		2,070.00	
	001-100-559	.223 REM 55 GR FMJ 1000 RD (4)	15362	10/03/2019	200008		1,259.28	
	001-100-559	SHIPPING	15362	10/03/2019	200008		150.00	
001	CUSTOM PRODUCTS CORPORATION	200124	10/15/2019	10/09/2019			235.62	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-565	STREET SIGNS (11)	325752	09/24/2019	191219		220.55	
	001-201-565	FREIGHT	325752	09/24/2019	191219		15.07	

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001	DUNAWAY SIGNS INC	200126	10/15/2019	10/09/2019			2,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-565	CNC ROUTED SIGN POINT CLEAR		30019	10/01/2019	191142		2,280.00
	001-092-565	8X6X6 WOOD POST W/ FINIALS		30019	10/01/2019	191142		220.00
001	LEE TRACTOR CO OF MISSISSIPPI INC	200127	10/15/2019	10/09/2019			17.48	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	THROTTLE CABLE: KUBOTA TRACTOR		PI95280	09/25/2019	191193		17.48
001	GOODYEAR AUTO CENTER	200128	10/15/2019	10/09/2019			567.12	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	SET P225/60R18 EAGLES U#11277		213237	09/12/2019	191207		567.12
001	GREGGS AFFORDABLE AUTO GLASS	200129	10/15/2019	10/09/2019			270.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	NEW WINDSHIELD: U #19591		41504	09/25/2019	191238		220.00
	001-100-638	REPAIR WINDSHIELD: U #10185		41505	09/25/2019	191238		50.00
001	DELTA WORLD TIRES	200130	10/15/2019	10/09/2019			190.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-638	225/65R17 YOKO AVID 533		130154465	09/18/2019	191222		170.00
	001-170-638	BALANCE		130154465	09/18/2019	191222		14.95
	001-170-638	VALVE STEM		130154465	09/18/2019	191222		1.00
	001-170-638	MS STATE TIRE FEE		130154465	09/18/2019	191222		1.00
	001-170-638	TIRE DISPOSAL FEE		130154465	09/18/2019	191222		2.25
	001-170-638	SHOP SUPPLIES: REC DODGE VAN		130154465	09/18/2019	191222		1.00
001	SUN HERALD	200131	10/15/2019	10/09/2019			1,250.55	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-615	NOTICE: BID ROBINSON STILL RD		0004351504	08/27/2019	191158		127.74
	001-040-615	PUBLISH: FY 2020 TAX LEVY		0004363394	09/08/2019	191169		239.25
	001-040-615	PUBLISH: FY 2019 SOLID WASTE		0004387769	09/25/2019	191228		685.72
	001-040-615	NOTICE: BID HWY 57 UTILITY REL		0004392307	09/27/2019	191239		125.76
	001-040-615	NOTICE: BID SSP BOARDWALK CONST		0004394834	09/27/2019	191240		72.08
001	CUPIT SIGNS INC	200132	10/15/2019	10/09/2019			425.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-512	3X5 ENTER HERE: CRUISIN		31589 A	10/07/2019	200035		90.00
	001-170-512	3X5 KEEP CRUISIN BANNER (2)		31589 A	10/07/2019	200035		180.00
	001-170-512	ENTER HERE FOLD OVER: BANNER		31589 A	10/07/2019	200035		155.00
001	SPORTABOUT	200133	10/15/2019	10/09/2019			274.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	ADULT XL FOOTBALL PANTS		7332	10/01/2019	191229		27.00
	001-170-512	4 FT TROPHY: CRUISIN		7333	10/01/2019	191232		65.00
	001-170-512	3 FT TROPHY (7): CRUISIN		7333	10/01/2019	191232		182.00

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001	THE GULF COMPANIES INC	200134	10/15/2019	10/09/2019			125.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-559	33GAL HD CAN LINER 100/CS (5)		0923206-IN	10/07/2019	200018		125.00
001	ENGEL ELECTRIC LLC	200135	10/15/2019	10/09/2019			1,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-637	LABOR: REPL POLE #143 DOLPHIN		100819	10/08/2019	191120		1,500.00
001	SAFETY VISION LLC	200136	10/15/2019	10/09/2019			152.45	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-639	REPR BODY CAMERA CLIP		0635970-IN	10/01/2019	191045		139.50
	001-100-639	SHIPPING		0635970-IN	10/01/2019	191045		12.95
001	OCCUPATIONAL HEALTH CENTER INC	200139	10/15/2019	10/09/2019			515.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-022-604	PRE-EMP PHYSICAL: FULLER, D		188603	10/03/2019	191236		65.00
	001-022-604	PRE-EMP DRUG SCREEN: FULLER, D		188603	10/03/2019	191236		30.00
	001-100-604	PRE-EMP PHYSICAL: MORSE, B		188603	10/03/2019	191235		65.00
	001-100-604	PRE-EMP DRUG SCREEN: MORSE, B		188603	10/03/2019	191235		30.00
	001-161-604	PRE-EMP PHYSICAL: CRAGER, C		188603	10/03/2019	191242		65.00
	001-161-604	PFT: CRAGER, C		188603	10/03/2019	191242		45.00
	001-161-604	PRE-EMP PHYSICAL: TILLMAN, A		188603	10/03/2019	191242		65.00
	001-161-604	NFDS 10 PANEL: TILLMAN, A		188603	10/03/2019	191242		60.00
	001-161-604	PFT: TILLMAN, A		188603	10/03/2019	191242		45.00
	001-161-604	RDS 10 PANEL: TILLMAN, A		188603	10/03/2019	191242		30.00
	001-161-604	TB SKIN TEST: HERMES, T		186741	10/03/2019			15.00
001	ECONOMY BOOTS SALES & SERVICE	200140	10/15/2019	10/09/2019			100.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	SZ SWAT DUTY BOOTS: SLOVER		18203	09/11/2019	191208		100.00
001	PERKINS TIRE & POLARIS	200141	10/15/2019	10/09/2019			138.33	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-638	EXTRM DUTY OIL CHG KIT		30271	09/10/2019	191197		39.99
	001-170-638	FILTER AIR INTAKE		30271	09/10/2019	191197		44.99
	001-170-638	GEARCASE OIL QTS (12)		30271	09/10/2019	191197		29.98
	001-170-638	DEMAND DRIVE PLUS QT		30271	09/10/2019	191197		14.99
	001-170-638	SPARK PLUG (4)		30271	09/10/2019	191197		8.38
001	JACKSON COUNTY BOARD OF SUPERVISORS	200143	10/15/2019	10/09/2019			10.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	DJI PHANTOM 4 DRONE ICN71373		08062019	08/06/2019			10.00
001	PAULA S YANCEY	200145	10/15/2019	10/11/2019			381.06	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-681	MILEAGE: BIRMINGHAM AL		10042019	10/04/2019			381.06

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001	CENTER FOR GOVT & COMMUNITY DEV	200146	10/15/2019	10/11/2019			400.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-681	CITY CLERK TRNG: RUSSELL,C		10232019	08/29/2019			200.00
	001-040-681	CITY CLERK TRNG: CUMBEST,E		10232019	08/29/2019			200.00
FUND TOTAL	1 Claims	to	Checks	73 Total	99,792.26 Manual		Held	Total 99,792.26

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
157	CREDIT CARD CENTER	200059	10/15/2019	10/08/2019			245.23	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	157-100-681	DC AIRPORT PARKING: BAXTER		09022019	09/03/2019		100.00	
	157-100-681	WIRELESS FEE: FBI ACADEMY		09022019	09/03/2019		39.95	
	157-100-681	HOTEL-1 NIGHT: BAXTER		09162019	09/18/2019		105.28	
FUND TOTAL 157 Claims	to	Checks	1 Total	245.23	Manual	Held	Total	245.23

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
171	HIGHLAND PRODUCTS GROUP LLC	200138	10/15/2019	10/09/2019			4,858.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	171-300-720	6FT HERITAGE PL BENCH (4)		146054901	09/27/2019	191224		2,580.00
	171-300-720	32GAL RECYCLE PL TRASH CAN (4)		146054901	09/27/2019	191224		1,400.00
	171-300-720	7 BIKE WAVE RACK		146054901	09/27/2019	191224		260.00
	171-300-720	SHIPPING		146054901	09/27/2019	191224		618.40
FUND TOTAL 171 Claims	to	Checks	1 Total	4,858.40	Manual	Held	Total	4,858.40

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	FOSTERS A/C & HEATING INC	200040	10/15/2019	10/07/2019			80.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-635	A/C PREV MAINTENANCE		P1054157M	09/26/2019			80.00
176	LOWES HOME CENTERS INC	200055	10/15/2019	10/08/2019			58.63	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-635	1X4X14 YEL PINE BOARD (2)		901595	09/11/2019			14.06
	176-170-518	REPR SUPPLIES: DOG PARK		901595	09/11/2019			27.07
	176-170-635	BRASS FLUSH LEVER		909163	09/24/2019			8.06
	176-170-559	2-PK WASP/HORNET SPRAY (2)		909163	09/24/2019			9.44
176	FUELMAN	200061	10/15/2019	10/08/2019			35.49	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-525	UNL FUEL		NP56978590	09/30/2019			35.49
176	FUELMAN	200065	10/15/2019	10/08/2019			36.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-525	UNL FUEL		NP57050201	10/07/2019			36.99
176	C SPIRE WIRELESS	200071	10/15/2019	10/08/2019			51.97	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	CELL PHONE		0030759348	09/30/2019			51.97
176	SINGING RIVER ELECTRIC COOPERATIVE	200088	10/15/2019	10/08/2019			1,985.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-631	PARK FACILITIES	76854002	09192019	09/26/2019			1,937.46
	176-170-631	HOUSE	76855002	09192019	09/26/2019			47.86
FUND TOTAL 176 Claims		to	Checks	6 Total	2,248.40	Manual	Held	Total 2,248.40

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
300	SEYMOUR ENGINEERING PLLC	200077	10/15/2019	10/08/2019			2,160.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	300-600-603	CONSTRUCTION ADMIN		7240	10/03/2019			2,160.00
FUND TOTAL 300 Claims	to	Checks	1 Total	2,160.00	Manual	Held	Total	2,160.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
303	MICHAEL BAKER INTERNATIONAL Account Number 303-301-603	200076	10/15/2019	10/08/2019			4,988.42	
		Description DESIGN SERVICES		Invoice # 1060111	Date 09/16/2019	P.O.	Amount	
							4,988.42	
FUND TOTAL 303 Claims	to	Checks	1 Total	4,988.42	Manual	Held	Total	4,988.42

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
304	SEYMOUR ENGINEERING PLLC	200114	10/15/2019	10/09/2019			1,610.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	304-510-762	TOPOGRAPHIC SURVEY 12.5 HRS		7242	10/03/2019			1,610.00
304	SEYMOUR ENGINEERING PLLC	200115	10/15/2019	10/09/2019			13,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	304-510-763	TASK #2: SELECTIVE CLRG 25%		7241	10/03/2019			13,000.00
FUND TOTAL 304 Claims	to	Checks	2 Total	14,610.00	Manual		Held	Total 14,610.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
305	SINGING RIVER ELECTRIC COOPERATIVE	200072	10/15/2019	10/08/2019			7,458.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	305-300-701	SECURITY LIGHTS:FITNESS TRAIL		32598	08/13/2019			7,458.00
305	THE VERDIN COMPANY INC	200144	10/15/2019	10/09/2019			9,657.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	305-300-714	DEPOSIT: VET TOWER-CLOCK REPR		018964	10/09/2019			9,657.50
FUND TOTAL 305 Claims	to	Checks	2 Total	17,115.50	Manual	Held	Total	17,115.50

196

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
351	SEYMOUR ENGINEERING PLLC Account Number 351-726-787	200080	10/15/2019	10/08/2019			9,037.20	
		Description		Invoice #	Date	P.O.	Amount	
		RES PROJ REP-CONSTR ADMIN		7238	10/03/2019		9,037.20	
FUND TOTAL 351 Claims	to	Checks	1 Total	9,037.20	Manual	Held	Total	9,037.20

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
353	SEYMOUR ENGINEERING PLLC Account Number 353-722-603	200081	10/15/2019	10/08/2019	Description PRELIM & DESIGN ENGINEERING	Invoice # 7235	Date 10/03/2019	P.O. 1,126.39 Amount 1,126.39
353	SEYMOUR ENGINEERING PLLC Account Number 353-726-603	200082	10/15/2019	10/08/2019	Description PRELIM & DESIGN ENGINEERING	Invoice # 7236	Date 10/03/2019	P.O. 2,000.13 Amount 2,000.13
FUND TOTAL 353 Claims		to	Checks	2 Total	3,126.52 Manual	Held	Total	3,126.52

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
354	SEYMOUR ENGINEERING PLLC Account Number 354-722-603	200084	10/15/2019	10/08/2019			5,000.00	
		Description		Invoice #	Date	P.O.	Amount	
		BIDDING PHASE SERVICES		7239	10/03/2019			5,000.00
FUND TOTAL 354 Claims	to	Checks	1 Total	5,000.00	Manual	Held	Total	5,000.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
360	SEYMOUR ENGINEERING PLLC	200116	10/15/2019	10/09/2019			20,950.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	360-726-762	TOPOGRAPHIC SURVEY 25%		7203	09/24/2019			8,950.00
	360-726-762	VIDEO EXISTING SWR INF 20%		7203	09/24/2019			12,000.00
FUND TOTAL 360 Claims	to	Checks	1 Total	20,950.00	Manual	Held	Total	20,950.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CLEARWATER SOLUTIONS LLC	200019	10/15/2019	10/03/2019			170,690.75	
	Account Number 400-650-672	Description SEP 2019 OPERATION FEE		Invoice # GAUTIER082	Date 10/01/2019	P.O.	Amount	170,690.75
400	CABLE ONE INC	200020	10/15/2019	10/03/2019			61.16	
	Account Number 400-650-698	Description OCT 2019: #107663106		Invoice # 09162019	Date 09/23/2019	P.O.	Amount	61.16
400	COGENT STRATEGIES LLC	200032	10/15/2019	10/07/2019			7,500.00	
	Account Number 400-650-601	Description PROFESSIONAL FEES		Invoice # 1664	Date 10/03/2019	P.O.	Amount	7,500.00
400	WASTE MANAGEMENT OF MS-GLF COAST INC	200037	10/15/2019	10/07/2019			672.99	
	Account Number 400-651-698	Description ROLL - OFF TIMBERLANE		Invoice # 7023244768	Date 10/01/2019	P.O.	Amount	672.99
400	LOWES HOME CENTERS INC	200057	10/15/2019	10/08/2019			32.65	
	Account Number 400-650-559	Description 28-IN METER KEY, 50FT EXT CORD		Invoice # 902317	Date 09/23/2019	P.O.	Amount	32.65
400	FUELMAN	200062	10/15/2019	10/08/2019			199.77	
	Account Number 400-650-525	Description UNL FUEL		Invoice # NP56978590	Date 09/30/2019	P.O.	Amount	199.77
400	AMERICAN TANK MAINTENANCE LLC	200063	10/15/2019	10/08/2019			31,693.50	
	Account Number 400-651-669	Description MAINT: LARK ST		Invoice # 27832	Date 10/01/2019	P.O.	Amount	6,841.00
	400-651-669	MAINT: MALL		27842	10/01/2019			8,410.50
	400-651-669	MAINT: MARTIN BLUFF		27852	10/01/2019			6,348.00
	400-651-669	MAINT: CENTRAL FIRE STATION		27862	10/01/2019			9,214.50
	400-651-669	MAINT: HWY 57		27872	10/01/2019			879.50
400	FUELMAN	200066	10/15/2019	10/08/2019			119.80	
	Account Number 400-650-525	Description UNL FUEL		Invoice # NP57050201	Date 10/07/2019	P.O.	Amount	119.80
400	TYLER TECHNOLOGIES INC	200067	10/15/2019	10/08/2019			23,413.50	
	Account Number 400-650-698	Description 10/19-06/20 SUBSCRIPTION FEE		Invoice # 025-271383	Date 09/10/2019	P.O.	Amount	18,553.50
	400-650-698	10/19-06/20 ANNUAL USER FEE		025-271383	09/10/2019			4,860.00
400	SEYMOUR ENGINEERING PLLC	200085	10/15/2019	10/08/2019			780.00	
	Account Number 400-650-603	Description GEN ENG SERVS: ION PLANT		Invoice # 7237	Date 10/03/2019	P.O.	Amount	127.50
	400-650-603	GEN ENG SERVS: BOND, DRAINAGE		7204	09/24/2019			652.50
400	SINGING RIVER ELECTRIC COOPERATIVE	200089	10/15/2019	10/08/2019			8,955.14	
	Account Number 400-651-631	Description IONIZATION PLANT 99216002		Invoice # 09182019	Date 09/25/2019	P.O.	Amount	356.70
	400-651-631	LIFT STATIONS 17882		09182019	09/25/2019			2,690.84

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER ELECTRIC COOPERATIVE	200089	10/15/2019	10/08/2019			8,955.14	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	WATER WELLS 17882		09182019	09/25/2019			3,197.19
	400-651-631	CITY HALL SOUTH 17882		09182019	09/25/2019			2,710.41
400	SINGING RIVER ELECTRIC COOPERATIVE	200092	10/15/2019	10/08/2019			4,111.57	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 17875		09192019	09/26/2019			221.50
	400-651-631	LIFT STNS 17883		09192019	09/26/2019			1,818.33
	400-651-631	LIFT STNS 17884		09192019	09/26/2019			2,071.74
400	MISSION COMMUNICATIONS LLC	200112	10/15/2019	10/09/2019			510.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	RADIO ASSBLY: GRAVELINE LS		1033849	09/30/2019			250.00
	400-651-584	CIRCUIT BOARD: GRAVELINE LS		1033849	09/30/2019			250.00
	400-651-584	FREIGHT: EMERGENCY PURCHASE		1033849	09/30/2019			10.00
400	SOUTHERN LINC	200117	10/15/2019	10/09/2019			89.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	OCT 2019 SERV CHGS		10617944	10/01/2019			80.00
	400-650-698	TAXES/FEES		10617944	10/01/2019			9.32
400	SOUTHERN PIPE & SUPPLY	200125	10/15/2019	10/09/2019			2,300.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	3/4 POLYBUTYLENE TUBING (500)		3478385-00	09/30/2019	191225		110.00
	400-651-581	1X500 BLUE PEX TUBE (500)		3478385-00	09/30/2019	191225		160.00
	400-651-581	4" FLG L&W CHECK VALVE (2)		3478385-00	09/30/2019	191225		2,030.00
400	COAST CONCRETE CO INC	200137	10/15/2019	10/09/2019			870.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-585	3000 PSI 8 YDS		152470	10/04/2019	200043		870.00
400	J H WRIGHT & ASSOCIATES INC	200142	10/15/2019	10/09/2019			10,865.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-713	8" WEMCO SELF PRIMER		418385	09/24/2019	191230		8,953.00
	400-651-713	FREIGHT: GRAVELINE PUMP		418385	09/24/2019	191230		600.00
	400-651-584	FLAP VLV PIN(4):LS-21 & SPARES		418499	09/27/2019	191220		112.00
	400-651-584	TRANSDUCER (2):LS-17 & SPARE		418624	10/03/2019	191241		1,200.00
FUND TOTAL 400 Claims		to	Checks	17 Total	262,865.15	Manual	Held	Total 262,865.15

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	DELTA SANITATION OF MS LLC	200030	10/15/2019	10/04/2019			105,103.35	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	404-677-693	SEP 2019 RES GARBAGE (6245)		0001051349	09/30/2019		105,103.35	
FUND TOTAL 404 Claims	to	Checks	1 Total	105,103.35	Manual			
						Held	Total	105,103.35

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	73 Total	99,792.26 Manual	Held	Total	99,792.26
FUND 157 Claims	to	Checks	1 Total	245.23 Manual	Held	Total	245.23
FUND 171 Claims	to	Checks	1 Total	4,858.40 Manual	Held	Total	4,858.40
FUND 176 Claims	to	Checks	6 Total	2,248.40 Manual	Held	Total	2,248.40
FUND 300 Claims	to	Checks	1 Total	2,160.00 Manual	Held	Total	2,160.00
FUND 303 Claims	to	Checks	1 Total	4,988.42 Manual	Held	Total	4,988.42
FUND 304 Claims	to	Checks	2 Total	14,610.00 Manual	Held	Total	14,610.00
FUND 305 Claims	to	Checks	2 Total	17,115.50 Manual	Held	Total	17,115.50
FUND 306 Claims	to	Checks	1 Total	7,110.00 Manual	Held	Total	7,110.00
FUND 351 Claims	to	Checks	1 Total	9,037.20 Manual	Held	Total	9,037.20
FUND 353 Claims	to	Checks	2 Total	3,126.52 Manual	Held	Total	3,126.52
FUND 354 Claims	to	Checks	1 Total	5,000.00 Manual	Held	Total	5,000.00
FUND 360 Claims	to	Checks	1 Total	20,950.00 Manual	Held	Total	20,950.00
FUND 400 Claims	to	Checks	17 Total	262,865.15 Manual	Held	Total	262,865.15
FUND 404 Claims	to	Checks	1 Total	105,103.35 Manual	Held	Total	105,103.35
Total for all Funds			Checks	111 Total	559,210.43 Manual	Held	Total 559,210.43

Councilman Colledge made the motion to approve Consent Agenda Items 1-3, 5, 7, and 8, as presented. Councilman Vaughan seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 220-2019

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1, 3-7 and 9-15 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 **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 October 15, 2019.

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

ORDER NUMBER 221-2019

WHEREAS, the 23rd Annual Cruisin' the Coast is held October 6, 2019 through October 13, 2019 on the Mississippi Gulf Coast and will feature activities like cruise-ins, headline bands & oldies entertainment, a swap meet, the CTC/Vicari Auto Auction and much more; and

WHEREAS, this was an excellent opportunity for the City of Gautier to promote and bring favorable recognition to the City of Gautier and to have a great economic impact to the local businesses within the City of Gautier; and

WHEREAS, several sponsors offered donations to the City for the purpose of hosting this event; and

WHEREAS, the Mayor and Council Members have determined that acceptance of this donation is in the best interest of the City of Gautier.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that acceptance of the monetary donation from Engel Electric (\$500.00) for the City of Gautier's Cruisin' Through the Decades Event that was held October 6, 2019 from 11:00 A.M. – 4:00 P.M. is hereby approved.

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

Motion was made by **Councilman Colledge**, 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 October 15, 2019.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 10/7/2019
Subject: Approval to accept a monetary donation for The City of Gautier's Cruisin' Through the Decades Event

REQUEST:

The Recreation Department is seeking authorization from City Council to accept the following monetary donation for the City of Gautier's Cruisin' Through the Decades Event held on October 6, 2019.

BACKGROUND:

The 23rd Annual Cruisin' the Coast will be held Oct. 6 – 13, 2019 on the Mississippi Gulf Coast and will feature activities like cruise-ins, headline bands & oldies entertainment, a swap meet, the CTC/Vicari Auto Auction and much more. The City of Gautier has been approved to host a one-day event called, Cruisin' Through the Decades that will take place October 6, 2019 from 11 a.m. – 4 p.m. This is an excellent opportunity for the City of Gautier to promote and bring favorable recognition to the City of Gautier and will have a great economic impact to the local businesses within the City of Gautier.

DISCUSSION:

The City of Gautier has received monetary donations from the following sponsors:

1. Bronze Sponsor - \$500- Engel Electric

RECOMMENDATION:

The Recreation Department recommends that City Council approve the above monetary donation for the Cruisin Through the Decades Event.

The City Council may:

1. Approve the monetary donations listed above; or
2. Not approve the monetary donations listed above.

ATTACHMENTS:

1. Sponsorship Check 10.15.19

ENGEL ELECTRIC LLC
PH. 228-219-6753
7 DAVIS BAYOU RD.
OCEAN SPRINGS, MS 39564

85-7112/2653

2814

DATE

10/4/19

ShieldSM

PAY TO THE
ORDER OF

City of Gautier
Five hundred dollars

\$ 500

DOLLARS



Security Features
Include
Ovals on Back

**FIRST
FEDERAL**

Post Office Box 1170
3905 Blenville Blvd.
Ocean Springs, MS 39566-1170

MEMO

[Signature]

MP

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

ORDER NUMBER 222-2019

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

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

WHEREAS, on July 3, 2019, the city received responses from GP Strategies Corporation, Thomas Howell Ferguson P.A., H2O Partners, Inc., Landmark Consulting, LLC., Del Sol Consulting, Tidal Basin Government Consulting, LLC., and Dewberry Engineers, Inc.; and

WHEREAS, it is the responsibility of the City to select the proposal or proposals that, in the opinion of the City shall be the most qualified proposal(s), on the basis of price, financial responsibility, technology, legal responsibilities, experience, background, qualifications, answers to the attachments, compliance and acceptance of the terms contained in the request for proposals, and other relevant factors; and

WHEREAS, based on the above factors, as applied to the information contained in the submitted proposals, in addition to the evaluations performed by staff based on those factors, the Council, the Mayor and Members of Council hereby find that the proposal(s) submitted by H2O Partners, Inc. is the most qualified;

THEREFORE, IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the contract with H2O Partners, Inc. for Disaster Recovery Consulting Services is hereby authorized.

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

Motion was made by **Councilman Colledge**, 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 October 15, 2019.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Sherry Farabee, Purchasing Agent
Date: 10/7/2019
Subject: Authorization to enter into a contract for Disaster Recovery Consulting Services with H2O Partners, Inc

REQUEST:

City Council authorization is requested for the City to engage and enter into a contract with H2O Partners, Inc. as the City's Disaster Recovery Consulting Services.

BACKGROUND:

The City received responses from GP Strategies Corporation, Thomas Howell Ferguson P.A., H2O Partners, Inc., Landmark Consulting, LLC, Del Sol Consulting, Tidal Basin Government Consulting, LLC, and Dewberry Engineers, Inc. for our Request for Proposals for Disaster Recovery Consulting Services.

DISCUSSION:

It is the responsibility of the City to select the proposal or proposals that, in the opinion of the City shall be the most qualified proposal(s), on the basis of financial responsibility, technical abilities, other qualifications and abilities and past performance (experience).

RECOMMENDATION:

Based on the above factors, as applied to the information contained in the submitted proposals, in addition to the evaluations performed by staff based on those factors, the staff hereby find that the proposal submitted by H2O Partners, Inc. is the most qualified.

The City Council Shall:

1. Enter into a contract as stated above.
2. Reject all bids.
3. Rebid disaster Recovery Consulting Services.

ATTACHMENTS:

1. Disaster Recovery Consulting Services Evaluation Scores

DISASTER RECOVERY CONSULTING SERVICES

SUBMISSION DATE: JULY 3, 2019

#	COMPANY	FINANCIAL RESPONSIBILITY	TECHNICAL ABILITIES	OTHER QUALIFICATIONS AND ABILITIES	PAST PERFORMANCE (EXPERIENCE)	TOTAL POSSIBLE POINTS (40)
		POSSIBLE POINTS (10)	POSSIBLE POINTS (10)	POSSIBLE POINTS (10)	POSSIBLE POINTS (10)	
1	GP STRATEGIES CORPORATION					
	City Employee #1	8	7	8	8	31
	City Employee #2	6	6	6	7	25
	City Employee #3	5	6	5	4	20
	City Employee #4	8	7	7	7	29
AVERAGE SCORE:						105
2	THOMAS HOWELL FERFUSON P.A. CPA'S					
	City Employee #1	8	7	8	7	30
	City Employee #2	7	7	6	7	27
	City Employee #3	6	6	6	7	25
	City Employee #4	7	6	6	6	25
AVERAGE SCORE:						107
3	H2O PARTNERS, INC.					
	City Employee #1	8	7	7	7	29
	City Employee #2	6	7	7	7	27
	City Employee #3	5	5	6	5	21
	City Employee #4	7	8	8	8	31
AVERAGE SCORE:						108
4	LANDMARK CONSULTING, LLC					
	City Employee #1	7	7	6	7	27
	City Employee #2	6	7	7	7	27
	City Employee #3	5	4	5	4	18
	City Employee #4	6	6	6	6	24
AVERAGE SCORE:						96
5	DEL SOL CONSULTING					
	City Employee #1	7	6	6	7	26
	City Employee #2	4	7	6	7	24
	City Employee #3	4	4	4	4	16
	City Employee #4	6	7	7	7	27
AVERAGE SCORE:						93
6	TIDAL BASIN GOVERNMENT CONSULTING, LLC					
	City Employee #1	7	6	6	7	26
	City Employee #2	4	6	5	7	22
	City Employee #3	4	5	4	3	16
	City Employee #4	4	8	8	8	28
AVERAGE SCORE:						92
7	DEWBERRY ENGINEERS INC.					
	City Employee #1	7	6	6	6	25
	City Employee #2	4	6	6	6	22
	City Employee #3	7	5	3	5	20
	City Employee #4	5	8	8	8	29
AVERAGE SCORE:						96

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

ORDER NUMBER 223-2019

WHEREAS, the City desires to lease a RICOH copier and cabinet for use by the Fire Department; and

WHEREAS, the Mayor and Council Members find that entering into the attached lease agreement is in the best interests of the City;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to enter into a State Rental Agreement with RJ Young Company for the rental of a Ricoh IMC 2500 copier with cabinet Type F for the Gautier Fire Department in the monthly amount of \$113.14.

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

Motion was made by **Councilman Colledge**, seconded by **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 October 15, 2019.

To: Paula Yancey, City Manager

From: Robert Jones, Fire Chief

Date: 10/10/2019

Subject: State Rental Agreement with RJ Young for the rental of a Ricoh IMC2500 & Type F Cabinet for the Fire Department

REQUEST:

City Council authorization is requested for the City of Gautier to enter into a State Rental Agreement with RJ Young for the rental of a Ricoh IMC2500 and Type F Cabinet for the Fire Department

BACKGROUND:

The rental agreement is for 60 months in the amount of \$113.14 a month. The fire departments current copier is not operational and has been deemed to be not repairable.

RECOMMENDATION:

City Staff recommends City Council to authorize the State Rental Agreement with RJ Young for the rental of a Ricoh IMC2500 and Type F Cabinet in the amount of \$113.14 a month for 60 months for the Fire Department.

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS

(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between City of Gautier - Fire Department (hereinafter referred to as Customer), and RJ Young Company (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:

Name
Title
Address
City, State, & Zip Code

For the Customer:

Name
Title
Address
City, State, & Zip Code

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. **RECORD RETENTION AND ACCESS TO RECORDS:** The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. **EXTRAORDINARY CIRCUMSTANCES:** If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. **TERMINATION:** This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. **AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. **MODIFICATION OR RENEGOTIATION:** This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. **WARRANTIES:** Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. **E-VERIFY COMPLIANCE:** If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. **HARD DRIVE SECURITY:** Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. **TRANSPARENCY:** This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

31. **COMPLIANCE WITH LAWS:** The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the _____ day of _____, 20____.

Vendor: RJ Young Company

By: Ashley Tisdale
Authorized Signature

Printed Name: Ashley Tisdale

Title: Account Executive

WITNESS:

Witness my signature this the _____ day of _____, 20____.

Customer: X

By: X
Authorized Signature

Printed Name: X

Title: X

WITNESS:

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200044607

Vendor Company Name: RJ Young Company

Customer Agency Name: City of Gautier - Fire Department

Bill to Address: 2502 College Cr. Gautier, MS 39553

Ship to Address: same as billing

Description of Equipment, Software, or Services

(1) Ricoh IMC 2500
(1) Cabinet Type F

Delivery Schedule and Installation Date:

Rental Term: (Number of Months) 60 months

Start Date:

End Date:

Modifications: _____

Price

#113.14 - to include 1,850 b/w
copies and 200 color copies
monthly. Overages to be billed
quarterly at .008 for b/w and
.052 for color.

Ashley Isdale
Vendor Signature

X
Customer Signature

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

ORDER NUMBER 224-2019

WHEREAS, the City of Gautier received an award letter for a \$350,000 Development Infrastructure Program Grant from the Mississippi Development Authority on April 28, 2017; and

WHEREAS, the Development Infrastructure Grant Program (DIP) provides grant assistance to counties or municipalities to finance infrastructure projects to support business locations and expansions in Mississippi; and

WHEREAS, funding from this program can be used by municipalities and counties to assist with the location or expansion of businesses. Usage of the funds must be directly related to the construction, renovation or expansion of industry; and

WHEREAS, this DIP grant will be used to construct a water storage tank to serve the area around B & D Plastics. The City of Gautier joined with B & D Plastics to leverage manufacturing facility expansions there in order to obtain this DIP grant.

WHEREAS, due to delays in the project, a grant modification is needed to extend the deadline.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the attached Grant Modification from the Mississippi Development Authority to extend the grant deadline to September 30, 2020 is hereby authorized.

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

Motion was made by **Councilman Colledge**, 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 the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting October 15, 2019.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants Administrator
Date: 10/8/2019
Subject: Development Infrastructure Program Grant Modification with Mississippi Development Authority for Water Storage Tank

REQUEST:

The Grants & Projects Department requests City Council authorization to accept a Development Infrastructure Program grant modification from the Mississippi Development Authority to extend the grant deadline to Sept. 30, 2020.

BACKGROUND:

The Development Infrastructure (DIP) Grant Program provides grant assistance to counties or municipalities to finance infrastructure projects to support business locations and expansions in Mississippi. Funding from this program can be used by municipalities and counties to assist with the location or expansion of businesses. Usage of the funds must be directly related to the construction, renovation or expansion of industry. This DIP grant will be used to construct a water storage tank to serve the area around B & D Plastics. The City joined with B & D Plastics to leverage manufacturing facility expansions there in order to obtain this DIP grant.

DISCUSSION:

The City received an award letter for a \$350,000 DIP grant from the Mississippi Development Authority on April 28, 2017 (DIP # 383). This is a reimbursement-based grant that requires a 10 percent match (\$35,000), to come from enterprise utility revenues and a CAP loan/other funds.

Due to delays in the project, a grant modification was needed to extend the deadline.

RECOMMENDATION:

The Grants & Projects Department recommends that City Council accept a Development Infrastructure Program grant modification from the Mississippi Development Authority to extend the grant deadline to Sept. 30, 2020.

The City Council may:

- 1) Approve the grant modification as presented; or
- 2) Not approve the grant modification.

ATTACHMENTS:

1. Consent Agenda Item 5 -Grant Modification for the MDA for the water tank storage
2. Grant Modification (1)

**MISSISSIPPI DEVELOPMENT AUTHORITY
DEVELOPMENT INFRASTRUCTURE PROGRAM**

MODIFICATION SIGNATURE SHEET

Community Services Division

501 North West Street * Post Office Box 849

Jackson, Mississippi 39205

1. Recipient's Name, Address, and Telephone No.

City of Gautier
3330 Highway 90
Gautier, Mississippi 39553

Phone (228) 497-8000

2. Effective Date: **3/14/2017**

3. Grant Number: **DIP #383**

4. Modification Number: **#2**

5. Contract Beginning Date: **3/14/2017**

6. Contract Ending Date: **9/30/2020**

7. List Development Infrastructure Program where changes are made: *(Only complete if budget is being modified)*

Activity/Line Item	Current Budget	Proposed Budget	Change (+/-)	
Construction Equipment /Materials Mobilization				
TOTAL				

8. Explanation for modification:

The City of Gautier is requesting a contract extension. This modification will extend the contract's deadline to September 30, 2020 to allow substantial time for construction completion.

10. Approved for Agency:

Signature



Date

9/25/19

Name: Steven C. Hardin
Title: Division Director

11. Approved for Recipient:

Signature

Date

Name: Phil Torjusen
Title: Mayor

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

ORDER NUMBER 225-2019

ORDER OF THE CITY COUNCIL OF GAUTIER, MISSISSIPPI, AUTHORIZING TRAVEL OF MAYOR PHIL TORJUSEN, COUNCILWOMAN MARY MARTIN, COUNCILMAN CASEY VAUGHAN AND COUNCILMAN RUSTY ANDERSON IN THE PERFORMANCE OF THEIR OFFICIAL DUTIES

WHEREAS, the 2019 Small Town Conference will be held in Tupelo, Mississippi; and

WHEREAS, the City Council finds it is in the best interests of the City of Gautier for Mayor Torjusen, Councilwoman Martin, Councilman Vaughan, and Councilman Anderson to travel to Tupelo, MS for the 2019 Small Town Conference; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Mayor Torjusen, Councilwoman Martin, Councilman Vaughan, and Councilman Anderson shall be authorized to travel to Tupelo, MS for the 2019 Small Town Conference.

IT IS FURTHER ORDERED that all necessary travel costs known prior to the trip, including but not limited to accommodations and flights, will be paid for by the City.

IT IS FURTHER ORDERED that all necessary travel costs incurred during this trip, as outlined in Miss. Code Ann. 25-3-41, which are actually incurred during this trip will be reimbursed by the City upon submission of receipts for such expenses.

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

Motion was made by **Councilman Colledge**, seconded by **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 October 15, 2019.

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

ORDER NUMBER 226-2019

WHEREAS, the City Council has authorized the City Manager to establish payment plans and fee adjustments contingent upon Council approval; and

WHEREAS, the City Council has adopted a Comprehensive Fee Schedule that establishes such fees for the equitable provision of services;

WHEREAS, based on the reasons included on the attached documentation, the Mayor and Council hereby find that, due to unforeseen events, the respective users did not receive the benefit of the relevant utility;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the attached list of water and sewer adjustments dated October 2019 in the amount of \$10,316.50 is hereby approved.

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

Motion was made by **Councilman Colledge**, 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 October 15, 2019.

Councilman Anderson made the motion to Advertise for bid for video inspection and flow monitoring services for the Old Spanish Trail/Gautier Vancleave Road Sewer Improvements Project, as presented. Councilwoman Martin seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 227-2019

WHEREAS, the City of Gautier has been awarded a \$2.3 million grant by the Mississippi Department of Environmental Quality as part of the Mississippi Gulf Coast Water Quality Improvement Program; and

WHEREAS, the City of Gautier intends to use these funds to install a new sanitary sewer system consisting of gravity lines, force mains, and a lift station to transport the sewer to the existing wastewater treatment plant; and

WHEREAS, the new lines will be installed along Old Spanish Trail and Gautier Vancleave Road; and

WHEREAS, Mississippi Department of Environmental Quality (MDEQ) approval has been received; and

WHEREAS, state law requires the City to advertise for bids prior to construction; and

WHEREAS, the attached advertisement will run in the Sun Herald on October 18th and October 25th with the pre-bid meeting on November 7th and bid opening on November 21, 2019; 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 Old Spanish Trail/Gautier Vancleave Road Sewer Improvements Project.

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

Motion was made by **Councilman Anderson**, 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 October 15, 2019.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants Administrator
Date: 10/8/2019
Subject: Authorization to Advertise for bid for Video Inspection and Flow Monitoring Services for the Old Spanish Trail/Gautier Vancleave Road Sewer Improvements Project

REQUEST:

The Grants and Projects Department requests City Council authorization to advertise for bid for video inspection and flow monitoring services in connection to the Old Spanish Trail/Gautier Vancleave Road sewer improvements project (RESTORE).

BACKGROUND:

The City of Gautier has been awarded a \$2.3 million grant by the Mississippi Department of Environmental Quality as part of the Mississippi Gulf Coast Water Quality Improvement Program. The city will install a new sanitary sewer system consisting of gravity lines, force mains, and a lift station to transport the sewer to the existing wastewater treatment plant. The new lines will be installed along Old Spanish Trail and Gautier Vancleave Road.

DISCUSSION:

MDEQ approval has been received for this bid package. If approved, this ad will run in the *Sun Herald* on Oct. 18 and Oct. 25. A pre-bid meeting will be held Nov. 7, and the bids will be opened Nov. 21, 2019.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize advertising for bid for video inspection and flow monitoring services in connection to the Old Spanish Trail/Gautier Vancleave Road sewer improvements project.

The City Council may:

- 1) Approve the advertisement as presented; or
- 2) Not approve the advertisement as presented.

ATTACHMENTS:

1. Advertisement for Bids

NOTICE OF INVITATION FOR BID

Notice is hereby given that the City of Gautier, Mississippi, will receive sealed bids at City Hall, City of Gautier, 3330 Highway 90, Gautier, Mississippi 39533 until 10:00 a.m. (CDT) on Thursday, November 21, 2019, and then said bids will be publically opened and read aloud at 11:00 a.m. for the following:

OLD SPANISH TRAIL WASTEWATER SYSTEM UPGRADES GAUTIER, MISSISSIPPI

These bids are invited to provide all labor, design, material, tools, equipment and layout in performing the Video Inspection and Flow Monitoring of Sewer Pipelines in Gautier, Mississippi.

A Pre-Bid meeting will be held at 10:00 a.m. on November 7, 2019 at the office of Seymour Engineering, 925 Tommy Munro Drive, Suite G, Biloxi, Mississippi. It is strongly suggested that all prospective Bidders attend this meeting.

All bid must be accompanied by cash, certified check of the bidder payable to the order of The City of Gautier, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety hereon a surety company approved by the Owner, in the amount of five percent (5%) of the bid.

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 one of the following: Heavy Construction, Municipal and Public Works, Underground Utilities, Directional Boring and Pipe Installation, or Sewer Pipe Cleaning.

Bid documents are being made available via paper copy or digital copy (CD). All Prospective Bidders and Plan Holders are required to register for an account and log-in at www.SeymourEngPlans.com. At this site, plans can be viewed at no charge or physically purchased. All Prospective Bidders and Plan Holders must have a valid email address for registration. Purchased bid documents are non-refundable and must be purchased through the website. A view only copy of the plans, specifications, and proposal documents are also available at the office of Seymour Engineering, 925 Tommy Munro Drive, Suite G, Biloxi, Mississippi. The Seymour Engineering Project Manager is Sarah McLellan, E.I. and can be contacted at the listed address or at smclellan@seymoureneng.com regarding the project. Plans and Contract Documents may be examined online or at the office of Seymour Engineering during regular business hours (8:00 a.m. – 5:00 p.m., Monday – Friday).

Bids may be submitted via envelope or electronically at www.SeymourEngPlans.com until the time specified. Bids received after the specified time will be returned unopened. Bids submitted by envelope must be addressed to SHERRY FARABEE, PURCHASING AGENT, City of Gautier, City Hall, 3330 Highway 90, Gautier, Mississippi 39533 and designated as Bid for:

OLD SPANISH TRAIL WASTEWATER SYSTEM UPGRADES GAUTIER, MISSISSIPPI

The current Certificate of Responsibility Number shall be indicated on the exterior of the sealed bid envelope in order to be opened. All Bids submitted for \$50,000 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 ninety (90) 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.

The BID SCHEDULE may be examined at the following locations:

- A. Mississippi Procurement Technical Assistance Program (MPTAP)
Mississippi Development Authority, Minority & Small Business Development
Woolfolk Building
501 North West Street
Suite B 01
Jackson, MS 39201
- B. South MS Contract Procurement Center
1636 Popps Ferry Road, Suite 203
Biloxi, MS 39532
Phone (228) 396-1288

Any contract awarded under this Invitation for Bids may be paid for in whole or in part with grant funding from the United States Department of the Treasury (“Treasury”) and the Mississippi Department of Environmental Quality (“MDEQ”) under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act). Any contract resulting from this solicitation will be subject to the terms and conditions of the funding award, the RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions, the Standard Sub-Award Terms and Conditions, the RESTORE Act, 33 U. S. C. 1321(t), Treasury Regulations 31 C. F. R. § 34 et seq., including 31 C. F. R. §§ 34, Subpart D, all applicable terms and conditions in 2 C. F. R. Part 200 (including Appendix II to Part 200), and all other OMB circulars, executive orders or other federal laws or regulations, as applicable. Notwithstanding the above, neither MDEQ nor Treasury, or any of their agents, representatives, or employees, is or will be a party to this Invitation for Bids or any resulting contract. Further, any contractor awarded a contract under this Invitation for Bids shall not be deemed to be an agent, representative, employee or servant of MDEQ or Treasury.

Minority and women’s business enterprises are solicited to bid on this contract as prime contractors and are encouraged to make inquiries regarding potential subcontracting opportunities and equipment, material and/or supply needs.

All bidders must make positive efforts to use small and minority owned business and women business enterprises.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, THIS THE 15TH DAY OF OCTOBER, 2019.

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

Run 2 times	-10/18/2019
	-10/25/2019
Open	-11/21/2019

Councilman Vaughan made the motion to recess until October 21, 2019 at 6:00 pm.
Councilman Jackson seconded the motion. The vote was carried unanimously.

APPROVED BY:

MAYOR

ATTEST:

CITY CLERK

Submitted for approval of the Mayor and Members of the Council of the City of
Gautier, Mississippi, at the meeting of November 5, 2019.

Tuesday
October 21, 2019
Gautier, Mississippi

BE IT REMEMBERED THAT A RECESS MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held October 21, 2019 at 6:00 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier, Mississippi.

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

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
October 21, 2019 @ 6:00PM**

I. Call to Order

1. Prayer

2. Pledge of Allegiance

II. Agenda Order Approval

III. Announcements – None

IV. Presentation Agenda – None

I. Business Agenda

1. Approval to extend the option to purchase real property from Singing River, LLC for an additional period, through June 30, 2020.

	STAFF PRESENTATION		PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)		MOTION COUNCIL DISCUSSION/QUESTIONS		VOTE
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2. Approval of minutes from Regular Council Meeting held October 1, 2019.

	STAFF PRESENTATION		PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)		MOTION COUNCIL DISCUSSION/QUESTIONS		VOTE
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II. Consent Agenda – None

III. STUDY AGENDA

- 1. Discuss Citizen Comments**
- 2. Discuss Council Comments**
- 3. Discuss City Manager Comments**
- 4. Discuss City Clerk Comments**
- 5. Discuss City Attorney Comments**

Adjourn until November 5, 2019 at 6:30 PM
www.gautier-ms.gov

Meeting was called to Order by Mayor Torjusen at 6:05 pm

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

1. Business Agenda Item 2– amend Regular Council Meeting Minutes to include correction on page 144

Councilman Vaughan seconded the motion. The vote was carried unanimously.

ANNOUNCEMENTS

None

PRESENTATION

None

Councilman Colledge made the motion to extend the option to purchase real property from Singing River, LLC for an additional period, through June 30, 2020, as presented. Councilwoman Martin seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 228-2019

WHEREAS, on or about March 29, 2019, the City of Gautier entered into an Option to Purchase certain real property from Singing River, LLC; and

WHEREAS, the initial option period was for 180 days, with a possible extension, at the sole discretion of the City, of an additional 180 days; and

WHEREAS, on September 12, 2019 an additional 180 days were added to the contract; and

WHEREAS, the City Manager has indicated a desire to extend the option for an additional period, through June 30, 2020; and

WHEREAS, the Mayor and Council Members hereby find that this extension is in the best interests of the City and its citizens; and

NOW THEREFORE, IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that extension of the option to purchase real property from Singing River, LLC. for an additional period, through June 30, 2020 is approved.

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

Motion was made by **Councilman 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 October 21, 2019.

EXTENSION OF OPTION TO PURCHASE

On or about March 29th, 2019, the City of Gautier (hereinafter, "the City") and Singing River, LLC (hereinafter, "Optioner") entered into an Option to Purchase relating to real property designated therein as "the Property". A copy of the Option to Purchase is attached hereto as "Exhibit A", and is incorporated herein as if fully reproduced, word for word. The original duration of that Option to Purchase was 180 days.

On or about September 12, 2019, the City extended the Option to Purchase for an additional 180 days from the end of the original term. A copy of the extension is attached hereto as "Exhibit B", and is incorporated herein as if fully reproduced, word for word.

The City and the Optioner hereby extend the Option to Purchase for an additional period, through June 30, 2020. All other terms and provisions of the Option to Purchase are hereby incorporated, and shall remain in effect throughout the new duration.

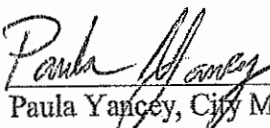
The consideration for this extension shall be the continued obligations of the City under the original Option to Purchase for the additional period.

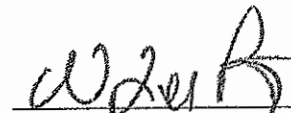
No other terms of the original Option to Purchase are hereby modified or amended.

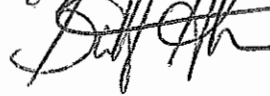
WITNESS OUR SIGNATURES this 21st day of October, 2019.

CITY OF GAUTIER

SINGING RIVER, LLC


Paula Yancey, City Manager


Shane Morrison, Member


Acting City Manager

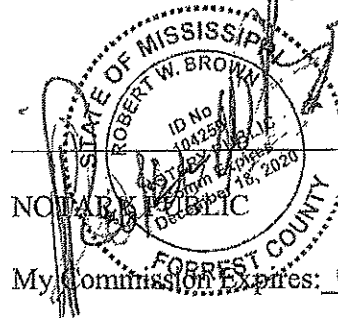

W. Lee Brumfield

STATE OF MS

COUNTY OF Forrest

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 21 day of OCTOBER, A.D., 2019.



EXTENSION OF OPTION TO PURCHASE

On or about March 29th, 2019, the City of Gautier (hereinafter, "the City") and Singing River, LLC (hereinafter, "Optioner") entered into an Option to Purchase relating to real property designated therein as "the Property". A copy of the Option to Purchase is attached hereto as "Exhibit A", and is incorporated herein as if fully reproduced, word for word. The original duration of that Option to Purchase was 180 days.

On or about September 12, 2019, the City extended the Option to Purchase for an additional 180 days from the end of the original term. A copy of the extension is attached hereto as "Exhibit B", and is incorporated herein as if fully reproduced, word for word.

The City and the Optioner hereby extend the Option to Purchase for an additional period, through June 30, 2020. All other terms and provisions of the Option to Purchase are hereby incorporated, and shall remain in effect throughout the new duration.

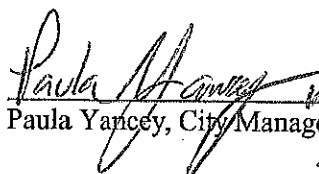
The consideration for this extension shall be the continued obligations of the City under the original Option to Purchase for the additional period.

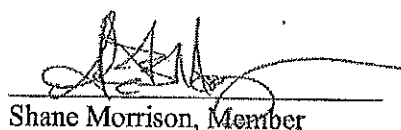
No other terms of the original Option to Purchase are hereby modified or amended.

WITNESS OUR SIGNATURES this 21st day of October, 2019.

CITY OF GAUTIER

SINGING RIVER, LLC


Paula Yancey, City Manager


Shane Morrison, Member


Acting City Manager

STATE OF Louisiana
Parish
COUNTY OF East Baton Rouge

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 21st day of October, A.D., 2019.

Janelle Bagnell
NOTARY PUBLIC



My Commission Expires: at death

STATE OF Mississippi
COUNTY OF Jackson

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 21st day of October, A.D., 2019.



Addie L. Bang

NOTARY PUBLIC

My Commission Expires: Feb 13, 2020

BORDIS & DANOS, PLLC

Attorneys At Law

1215 Government Street
Ocean Springs, MS 39564
Tel: (228) 215-1367
Fax: (228) 215-1358

G. Charles Bordis, IV
cbordis@bordisdanos.com

Joshua W. Danos
jdanos@bordisdanos.com
also licensed in TX and WV (inactive)

September 12, 2019

Lee Brumfield
Singing River, LLC
c/o Scott Rankin
3103 Pascagoula St.
Pascagoula, Mississippi 39567
via certified mail

Shane Morrison
Singing River, LLC
via email: shane@morrison-usa.com

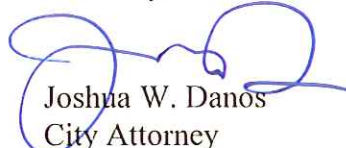
RE: Singing River Mall Site
Option to Purchase

Dear Mr. Brumfield and Mr. Morrison,

On behalf of the City of Gautier, please accept this correspondence as formal extension of the attached Option to Purchase for an additional 180 days from the original deadline.

Please feel free to contact me should you have any questions.

Sincerely,



Joshua W. Danos
City Attorney
Gautier, Mississippi

Prepared by: Bordis & Danos, PLLC
1215 Government Street
Ocean Springs, MS 39564
(228) 215-1358

Return to: Bordis & Danos, PLLC
1215 Government Street
Ocean Springs, MS 39564
(228-215-1358

STATE OF MISSISSIPPI

COUNTY OF JACKSON

DATE: March 29, 2019

INSTRUMENT: Option to Purchase Real Estate Agreement

THE CITY: City of Gautier, Mississippi
3330 Highway 90 East
Gautier, Mississippi 39553
228-497-8000

OPTIONER: Singing River, LLC:
16851 Jefferson Highway, Suite 9-A
Baton Rouge, Louisiana 70817

PROPERTY: Lots 1, 2, 3, 6 and 7, Singing River Mall S/D, Jackson County, MS
AND Parcel in US Gov. Lot 2, Sec. 35-7-7, Jackson County, MS

INDEXING: Lots 1, 2, 3, 6 and 7, Blk. 1, Singing River Mall S/D, Jackson County, MS
AND Parcel in US Gov. Lot 2, Sec. 35, T7S, R7W, Jackson County, MS

OPTION TO PURCHASE REAL ESTATE AGREEMENT

THIS OPTION TO PURCHASE REAL ESTATE AGREEMENT (hereinafter, "the Agreement") is made this 29th day of March, 2019 (hereinafter, "the Effective Date"), by and between the City of Gautier, Mississippi, whose address is 3330 HWY 90, Gautier, Mississippi (hereinafter, "the City"), and Singing River, LLC ("Optioner").

WHEREAS, the Optioner desires to sell and City desires an option to purchase, all right, title and interest of Optioner in and to real property located in the City of Gautier, County of Jackson, State of Mississippi, more particularly described on the attached deeds, marked as "Exhibit A" (hereinafter, "the Property").

NOW THEREFORE, Optioner, for and in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, hereby grants unto the City the option to purchase the Property on the terms hereinafter set forth.

TERMS

1. Grant of Option

The Optioner does hereby convey and grant unto the City, and the City hereby accepts from Optioner, the exclusive and irrevocable right and option (hereinafter, "the Option") to purchase the Property upon the terms and conditions set forth herein.

2. Purchase Price

Should the City and/or its assignee exercise the Option, the purchase price shall be seven million dollars (\$7,000,000.00), or the lowest negotiated price mutually acceptable to the parties. If the appraised value of the Property exceeds \$7,000,000.00 and the City exercises the Option, the City agrees to accept the difference in value as a donation from the Optioner¹. Both parties agree and acknowledge that the acquisition of the Property is subject to the regulations imposed by Miss. Code Ann. § 43-37-3.

3. Consideration for Option

In consideration for the Option granted herein, the City or its assignee agrees to actively market the Property to developers and/or tenants, which will likely increase the value of the Property in the event the Option is not exercised. Additionally, the City will contribute up to \$3,000.00 for

¹
The Optioner acknowledges and agrees that the City and its attorney do not hold themselves out as having expertise in tax law, and make no representations regarding how the acceptance of such a donation will be construed by the taxing authorities. Neither the City nor its attorney shall have any liability in this regard.

an appraisal on the property as addressed below.

4. Appraisal

The parties understand and acknowledge that an appraisal must be performed in order to complete any sale of the Property to the City. As such, during the Option Period, the Optioner shall provide a list of three (3) licensed commercial property appraisers for consideration by the City. The appraisers must be agreeable to the City. If any appraiser provided is not acceptable to the City, at its sole discretion, the Optioner shall provide the names of additional appraisers until a list of three is accepted by the City.

Upon receiving the approved list, the City shall request quotes for appraisal services from each. Upon receipt of the quotes, the City shall select one appraiser from the list, and commission an appraisal. The Optioner agrees to pay for such services to the extent the costs exceed \$3,000.00.

5. Term of Option

The City and/or its assignee shall have the right to exercise the Option at any time on or after the Effective Date of this Agreement for a period of 180 days (hereinafter, "the Option Period"). It is hereby acknowledged and agreed that the Option hereby granted constitutes a present and absolute grant of the Option as of the date of this Agreement. The City and/or its assignee shall be granted an additional 180 days extension of the Option if such a request is made in writing by the Option holder within the Option Period.

6. Exercise of Option

The City and/or its assignee shall exercise the Option by delivering written notice via certified mail to Lee Brumfield, a member of Singing River, LLC, c/o Scott Rankin at 3103 Pascagoula Street, Pascagoula, Mississippi 39567. The Option is considered exercised as of the date the written notice is postmarked. If the Option is exercised within the Option Period, closing shall occur within 3 months of the date the Option is exercised. Nothing in this agreement shall be interpreted to require or obligate the City and/or its assigns to exercise the Option or purchase the Property.

7. Closing Costs

If the Option is exercised, Optioner agrees to pay for its legal expenses, standard owner's title insurance, and one half of all closing costs.

8. Cooperation with Marketing Efforts

Optioner agrees to provide the City and/or its assignee with any and all information and/or documentation requested to properly market and explore possible development of the Property.

9. Additional Covenants and Representations of Optioner

Optioner is a Mississippi limited liability company, whose members have vested the undersigned with full authority to enter this Agreement. Consent of third parties is not required in connection with Optioner's execution of this Agreement, or with performance of the obligations contained herein. This Agreement constitutes the authorized, valid and legally binding obligations of Optioner enforceable in accordance with these terms.

The execution and delivery of this Agreement will not result in a breach of any of the terms or provisions of, or constitute a default under any agreement of Optioner or any instrument to which Optioner is a party or by which Optioner is bound.

Optioner has and shall at all times maintain good and marketable fee simple title to the Property. There are no actions, suits or proceedings pending, or to the knowledge of Optioner, threatened against or affecting Optioner or the Property before any court or governmental body or agency which has the potential to have a material adverse effect on Optioner's ability to perform its obligations herein.

10. Assignment

The City reserves the right to assign or transfer the Option to any third party, individual or entity at any time during the Option Period, with or without notice to the Optioner. Optioner specifically waives any objections it may have to such an assignment, and hereby agrees to any such potential future assignment. Upon any such assignment, the assignee shall have all the rights and obligations of the City, and the City shall thereupon, automatically and without execution of further instruments or documents, be relieved and released of and from all obligations hereunder. Any assignment or transfer of this Option by the City does not relieve the Optioner from any obligation or term herein.

11. Indemnity

Optioner shall indemnify, defend and hold harmless the City and drafting attorney from and against any and all suits, claims, causes of action, damages and costs (including attorneys fees and costs) arising out of any alleged breach of this Agreement by Optioner and/or any assignee, including, without limitation, any breach of any covenant, representation or warranty.

12. No Partnership or Joint Venture

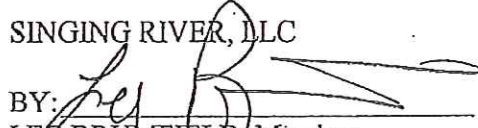
Nothing in this Agreement, nor any act of either party pursuant hereto shall be deemed to constitute the parties as partners or joint venturers with regard to the Property, and neither party shall hold itself out as being the partner or joint venturer of or with the other party.

13. Governing Law

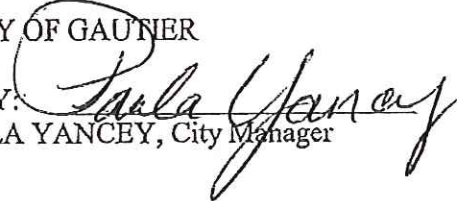
This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

WITNESS THE EXECUTION of this instrument on the date first hereinabove recited for the effective date of 29th March, 2019.

SINGING RIVER, LLC

BY: 
LEE BRUMFIELD, Member

THE CITY OF GAUTIER

BY: 
PAULA YANCEY, City Manager

BY: 
SHANE B. MORRISON, Member and Manager

STATE OF MS

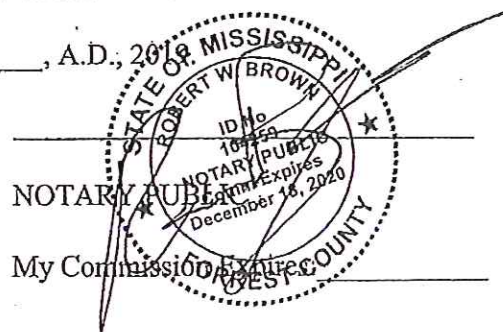
COUNTY OF FORD

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 28 day of

MARCH

, A.D., 2019



STATE OF Louisiana
~~Parish~~
COUNTY OF East Baton Rouge

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 27th day of

March, A.D., 2019.

Janelle Bagnell
NOTARY PUBLIC

My Commission Expires: at death



STATE OF MISSISSIPPI

COUNTY OF JACKSON

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 29 day of March, A.D., 2019.



NOTARY PUBLIC

My Commission Expires: May 6, 2022



SPECIAL WARRANT



STATE OF MISSISSIPPI
COUNTY OF JACKSON

KNOW ALL MEN BY THESE PRESENTS that John Hancock Life Insurance Company, a Massachusetts corporation with a mailing address c/o The Real Estate Investment Group, John Hancock Place, Post Office Box 111, Boston, Massachusetts 02117, Telephone ((617) 572-9270, hereinafter referred to as "GRANTOR", for and consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, hereby acknowledged to have been paid to GRANTOR by Stephen Lee, LLC, a limited liability company, organized and existing under the laws of Mississippi, with a mailing address c/o Lee Unmuffled, Ocean Motel Apartments, 265 Front Beach Drive, Ocean Springs, Mississippi 39564, Attention: Office and Telephone number (650) 897-8944 (hereinafter referred to as "GRANTEE"), does, upon and subject to any and all conditions, covenants, exceptions, limitations, reservations and restrictions hereinafter contained or mentioned, hereby GRANT, MARGABE, SELL, CONVEY and Specially WARRANT unto GRANTEE, that certain real property ("Property") situated in Jackson County, Mississippi, as is more particularly described on Exhibit A, which is attached hereto and adopted and incorporated herein, as if fully set out TOGETHER WITH ALL AND SINGULAR, the rights, interests, privileges, hereditaments, easements, appurtenances and improvements thereto belonging or in anywise appertaining thereto, TO HAVE AND TO HOLD UNTO GRANTEE, and to his successors and assigns forever.

GRANTOR makes no warranties of title, except, as may be implied by statute, through GRANTOR's use of the words "grant, bargain, sell and convey" and specially warrants, and any

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such implied warranties of title shall be subject to those matters set forth on Exhibit D, which is attached hereto, and adopted and incorporated herein, as fully set out. Other than any such implied, warranties of title, GRANTOR makes no warranty whatsoever, whether express or implied and conveys the property, to GRANTEE, as is, with all faults.

All recording references in this deed are to the documents appearing in the land records of Jackson County, Mississippi.

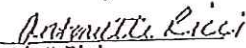
Taxes for the year 2003 have been established, according to actual 2002 assessments, and prepaid at closing. GRANTEE shall pay the 2003 taxes as and when due.

IN WITNESS WHEREOF, GRANTOR has caused this deed to be duly executed to this deed by its duly authorized officers on this the 30th day of December, 2003.

JOHN HANCOCK LIFE INSURANCE COMPANY

ATTEST:

By: 
Philip W. Kell
Its Secretary

By: 
Antoinette Ricci
Its Assistant Secretary



Personally appeared before me, the undersigned authority in and for said county and commonwealth, on this 5th day of December, 2003, within my jurisdiction, the within-named Philip W. Feiginger and Antoinette D'Arcy, duly identified before me, who acknowledged that they are a Senior Investment Officer and an Assistant Secretary, respectively of VolunTrustee Life Insurance Company, a Massachusetts corporation, and that for and on behalf of said corporation and its est and use, they executed the above and foregoing instrument, after first having been duly authorized by said corporation to do so.

Notary Public	
By Commission	Expires:

NOTARY PUBLIC, Notary Public
MY COMMISSION EXPIRES
APR 14, 2003

Rick A. La Ties
 John Lewis Adams, Bailey, Gordon & Harris, L.L.C.
 104 St. Francis Street, 8th Floor
 Post Office Box 1938
 Mobile, Alabama 36633
 Telephone (251) 432-7662
 Facsimile (251) 432-2800

Solomon Islands & New Hebrides
 40 Solomon Islands, New Hebrides, etc.
 P.O. Box 1880
 Honiara, S.I. 31122
 Tel. 851-482-7672

განმარტებულია და დამოუკიდებელია
 26.5 გრამი წყალს 100 გრამში
 0.66 გრამი, 1.15 37564
 2.17 228 1167.8781

EXHIBIT 'A'

Lots 1, 2, 3 and 4, Slings River Mill Subdivision, as per plat thereof recorded in Plat Book 10, Page 20, Records of Plats of Jackson County, Mississippi in the City of Gaudin, Jackson County, Mississippi, in U. S. Government Lot 2, Fractional Section 35, Township 7 South, Range 7 West, Jackson County, Mississippi.

ALSO BEING DESCRIBED AS FOLLOWS:

Lots 1 & 4

All of Lots 1 & 4, Block 1, Slings River Mill Subdivision, Gaudin, Mississippi as per plat thereof in the land records of Jackson County, Mississippi, in Plat Book 10, Page 20, on the 20th day of February, 1900, being located in a portion of U. S. Government Lot 2, Jackson County, Mississippi, and being more particularly described as follows to wit:

Commencing at a point where the East line of said Governmental Lot 2 intersects the North right-of-way of U. S. Highway 80, thence North $40^{\circ}00'00''$ West along said North right-of-way of U. S. Highway 80 for a distance of 80.32 feet to a point; thence North $00^{\circ}32'00''$ West for a distance of 240.10 feet to a $\frac{1}{2}$ " iron pin and the POINT OF BEGINNING of the herein described parcel of land.

From said POINT OF BEGINNING, thence South $00^{\circ}28'00''$ West for a distance of 22.00 feet to a $\frac{1}{2}$ " iron rod and the point of curvature of a curve to the right; thence along a curve to the right having a radius of 100.00 feet, an arc length of 280.74 feet, chord bearing of South $40^{\circ}44'00''$ West and a chord distance of 280.00 feet to a score hole; thence North $00^{\circ}00'00''$ West for a distance of 471.00 feet to a score hole and the point of curvature of a curve to the left; thence along a curve to the left having a radius of 30.00 feet, an arc length of 47.12 feet, a chord bearing of South $45^{\circ}00'00''$ West and a chord distance of 42.43 feet to a score hole; thence South $10^{\circ}00'00''$ West for a distance of 07.03 feet to a $\frac{1}{2}$ " iron pin and the point of curvature of a curve to the left; thence along a curve to the left having a radius of 65.00 feet, an arc length of 33.03 feet, chord bearing of South $03^{\circ}48'51''$ East and a chord distance of 33.20 feet to a score hole and a point on the North right-of-way of U. S. Highway 80; thence North $00^{\circ}00'00''$ West along said North right-of-way of U. S. Highway 80 for a distance of 91.30 feet to a $\frac{1}{2}$ " iron pin and the point of curvature of a curve to the left; thence along a curve to the left having a radius of 65.00 feet, an arc length of 33.03 feet, chord bearing of North $24^{\circ}48'51''$ East and a chord distance of 33.20 feet to a $\frac{1}{2}$ " iron pin; thence North $10^{\circ}00'00''$ East for a distance of 07.03 feet to a $\frac{1}{2}$ " iron pin and the point of curvature of a curve to the left; thence along a curve to the left having a radius of 30.00 feet, an arc length of 47.12 feet, chord bearing of North $30^{\circ}00'00''$ West and a chord distance of 42.43 feet to a score hole; thence North $00^{\circ}00'00''$ West for a distance of 80.01 feet to a score hole and the point of curvature of a curve to the left; thence along a curve to the left having a radius of 100.00 feet, an arc length of 62.47 feet, chord bearing of

South $77^{\circ}30'00''$ West and a chord distance of 80.30 feet to a corner hole; thence South $66^{\circ}00'00''$ West for a distance of 128.00 feet to a corner hole; thence South $10^{\circ}00'00''$ West for a distance of 30.20 feet to said North right-of-way of U.S. Highway 90 and a $\frac{1}{2}$ " iron pin; thence North $80^{\circ}00'00''$ West along said North right-of-way of U.S. Highway 90 for a distance of 111.20 feet to a $\frac{1}{2}$ " iron pin; thence North $10^{\circ}00'00''$ East for a distance of 490.00 feet to a P.K. nail; thence North $80^{\circ}00'00''$ West for a distance of 140.28 feet to a point; thence North $10^{\circ}00'00''$ East for a distance of 105.04 feet to a point; thence North $80^{\circ}00'00''$ West for a distance of 121.00 feet to a point; thence North $10^{\circ}00'00''$ West for a distance of 40.00 feet to a point; thence North $00^{\circ}00'00''$ West for a distance of 42.00 feet to a point; thence South $10^{\circ}00'00''$ West for a distance of 40.00 feet to a point; thence North $00^{\circ}00'00''$ West for a distance of 101.60 feet to a point; thence South $10^{\circ}00'00''$ West for a distance of 71.04 feet to a point; thence North $00^{\circ}00'00''$ West for a distance of 40.04 feet to a point; thence North $00^{\circ}00'00''$ West for a distance of 67.00 feet to a point; thence North $00^{\circ}00'00''$ West for a distance of 122.70 feet to a P.K. nail; thence South $10^{\circ}00'00''$ West for a distance of 140.00 feet to a P.K. nail; thence South $00^{\circ}00'00''$ East for a distance of 17.03 feet to a P.K. nail; thence South $10^{\circ}00'00''$ West for a distance of 163.11 feet to a P.K. nail and the point of curvature of a curve to the right; thence along a curve to the right having a radius of 80.00 feet, an arc length of 34.00 feet, chord bearing of South $47^{\circ}12'14''$ East and a chord distance of 33.02 feet to a point; thence South $25^{\circ}00'00''$ East for a distance of 62.37 feet to the point of curvature of a curve to the right; thence along a curve to the right having a radius of 170.00 feet, an arc length of 20.00 feet, chord bearing of South $30^{\circ}24'36''$ East and a chord distance of 20.00 feet to a P.K. nail; thence South $10^{\circ}00'00''$ West for a distance of 42.42 feet to the said North right-of-way of U.S. Highway 90 and a $\frac{1}{2}$ " iron pin; thence North $00^{\circ}00'00''$ West along said North right-of-way of U.S. Highway 90 for a distance of 170.03 feet to a point of curvature of a curve to the left; thence along a curve to the left having a radius of 65.00 feet, an arc length of 33.65 feet, chord bearing of North $24^{\circ}48'61''$ East and a chord distance of 33.20 feet to a point; thence North $10^{\circ}00'00''$ East for a distance of 82.03 feet to the point of curvature of a curve to the left; thence along a curve to the left having a radius of 30.00 feet, an arc length of 47.12 feet, chord bearing of North $35^{\circ}09'00''$ West and a chord distance of 42.43 feet to a point; thence North $00^{\circ}00'00''$ West for a distance of 76.83 feet to the point of curvature of a curve to the left; thence along a curve to the left having a radius of 15.00 feet, an arc length of 23.68 feet, chord bearing of South $55^{\circ}00'00''$ West and a chord distance of 21.21 feet to a point; thence North $10^{\circ}00'00''$ West for a distance of 130.00 feet to a point on said North right-of-way of U.S. Highway 90; thence along U.S. Highway 90 North $00^{\circ}00'00''$ West for a distance of 327.00 feet to a concrete monument located at the intersection of said North right-of-way of U.S. Highway 90 and the East right-of-way of Dolphin Road; thence North $00^{\circ}00'00''$ West along said East right-of-way of Dolphin Road for a distance of 710.70 feet to a $\frac{1}{2}$ " iron pin; thence continuing along said East right-of-way of Dolphin Road North $05^{\circ}09'00''$ West for a distance of 370.00 feet to a $\frac{1}{2}$ " iron pin located at the intersection of the South right-of-way of Singing River Road and said East right-of-way of Dolphin Road; thence North $72^{\circ}32'00''$ East along said South right-of-way of Singing

River Road for a distance of 716.00 feet to a $\frac{1}{4}$ " iron pin; thence continuing along said South right-of-way of Slings River Road South $00^{\circ}00'00"$ East for a distance of 100.00 feet to a $\frac{1}{4}$ " iron pin; thence South $10^{\circ}00'00"$ West for a distance of 127.71 feet to a point; thence South $00^{\circ}00'00"$ East for a distance of 02.00 feet to a point; thence South $10^{\circ}00'00"$ West for a distance of 110.00 feet to a point; thence South $00^{\circ}00'00"$ East for a distance of 240.00 feet to a point; thence North $10^{\circ}00'00"$ East for a distance of 110.00 feet to a point; thence North $65^{\circ}00'00"$ East for a distance of 118.07 feet to a P.K. nail; thence North $10^{\circ}00'00"$ East for a distance of 540.43 feet to a point on said South right-of-way of Slings River Road and a $\frac{1}{4}$ " iron pin and a $\frac{1}{4}$ " iron pin; thence along said South right-of-way of Slings River Road North $67^{\circ}00'00"$ East for a distance of 40.72 feet to a $\frac{1}{4}$ " iron pin; thence South $20^{\circ}10'00"$ East for a distance of 70.40 feet to a $\frac{1}{4}$ " iron pin; thence South $10^{\circ}00'00"$ West for a distance of 210.00 feet to a P.K. nail; thence South $00^{\circ}00'00"$ East for a distance of 208.00 feet to a $\frac{1}{4}$ " iron pin; thence South $00^{\circ}32'00"$ East for a distance of 117.27 feet to a $\frac{1}{4}$ " iron pin and back to the POINT OF BEGINNING of the herein described parcel of land. Said Parcel being contained in Section 35, Township 7 South, Range 7 West, Jackson County, Mississippi.

LOT 2

Lot 2, Block 4, Slings River Moll Subdivision, Gulfport, Mississippi as per plat filed in the land records of Jackson County, Mississippi, in Plat Book 10, Page 20, on the 18th day of February, 1900, being located in a portion of U. S. Governmental Lot 2, Jackson County, Mississippi, and being more particularly described as follows to wit:

Commencing at a point where the East line of said Governmental Lot 2 intersects the North right-of-way of U.S. Highway 90; thence North $60^{\circ}00'00"$ West along said North right-of-way of U.S. Highway 90 for a distance of 68.32 feet to a 1" iron rod and the Point of Beginning of the herein described parcel of land.

From said POINT OF BEGINNING, thence North $00^{\circ}32'00"$ West for a distance of 249.16 feet to a $\frac{1}{4}$ " iron pin; thence South $00^{\circ}20'00"$ West for a distance of 22.00 feet to a $\frac{1}{4}$ " iron rod and the point of curvature of a curve to the right; thence along a curve to the right having a radius 160.00 feet, an arc length of 200.74 feet, chord bearing of South $40^{\circ}44'00"$ West and a chord distance of 248.00 feet to a screw hole; thence North $00^{\circ}00'00"$ West for a distance of 171.00 feet to a screw hole and the point of curvature of a curve to the left; thence along a curve to the left having a radius of 30.00 feet, an arc length of 47.12 feet, chord bearing of South $65^{\circ}00'00"$ West and a chord distance of 42.43 feet to a screw hole; thence South $10^{\circ}00'00"$ West for a distance of 87.03 feet to a $\frac{1}{4}$ " iron pin and the point of curvature of a curve to the left; thence along a curve to the left having a radius of 63.00 feet, an arc length of 33.66 feet, chord bearing of South $04^{\circ}49'00"$ West and a chord distance of 33.20 feet to a screw hole and a point on North right-of-way of U.S. Highway 90; thence South $60^{\circ}00'00"$ East along said North right-of-way of U.S. Highway 90 for a distance

of 435.24 feet back to a 1" iron rod and the POINT OF BEGINNING of the herein described parcel of land, said Parcel being contained in Section 36, Township 7 South, Range 7 West, Jackson County, Mississippi.

LOTS

Lot 3, Block 1, Singing River Mall Subdivision, Gadsden, Mississippi as per plat filed in the land records of Jackson County, Mississippi, in Plat Book 10, Page 20, on the 20th day of February, 1980, being located in a portion of U.S. Governmental Lot 2, Jackson County, Mississippi, and being more particularly described as follows to wit:

Commencing at a point where the East line of said Governmental Lot 2 intersects the North right-of-way of U.S. Highway 80, thence North 00°00'00" West along said North right-of-way of U.S. Highway 80 for a distance of 66.32 feet to a 1" iron rod; thence continue along the North right-of-way of U.S. Highway 80 North 00°00'00" West for a distance of 435.24 feet to a score hole; thence continue along the North right-of-way of U.S. Highway 80 North 00°00'00" West for a distance of 91.30 feet to a 3/4" iron pipe and the POINT OF BEGINNING of the herein described parcel of land.

From said POINT OF BEGINNING thence along a curve to the left having a radius of 95.00 feet, an arc length of 33.85 feet, chord bearing of North 24°40'01" East and a chord distance of 33.20 feet to a 1/4" iron pipe; thence North 10°00'00" East for a distance of 67.83 feet to a 3/4" iron pipe and the point of curvature of a curve to the left thence along a curve to the left having a radius of 30.00 feet, an arc length of 47.12 feet, chord bearing of North 35°00'00" West and a chord distance of 42.43 feet to a score hole; thence North 00°00'00" West for a distance of 39.01 feet to a score hole and the point of curvature of a curve to the left; thence along a curve to the left having a radius of 100.00 feet, an arc length of 62.47 feet, chord bearing of South 77°30'00" West and a chord distance of 90.30 feet to a score hole; thence South 05°00'00" West for a distance of 125.00 feet to a score hole; thence South 10°00'00" West for a distance of 80.20 feet to said North right-of-way of U.S. Highway 80 and a 1/4" iron pipe; thence South 00°00'00" East along said North right-of-way of U.S. Highway 80 for a distance of 223.69 feet back to a 1/4" iron pipe and back to the POINT OF BEGINNING of the herein described parcel of land. Said Parcel being contained in Section 36, Township 7 South, Range 7 West, Jackson County, Mississippi.

EXHIBIT "M"
SPECIAL WARRANTY EXCEPTIONS

1. Taxes for the year 2003 and subsequent years and any taxes or special assessments which are not shown as existing liens by the public records.
2. Subject to any and all matters pertaining to any right, title or interest in and to any of the oil, gas and other minerals in, or under said land.
3. Subject to the gas company easements, Mississippi Power Company right of way easements, and building setback lines, as shown on the recorded plat of Singing River Mall Subdivision, as recorded in Plat Book 16, Page 20, of the Land Deed Records of Jackson County, Mississippi.
4. Easements and other rights created for the benefit of H. J. Wilson Company, Inc. ("Wilson"), and McElree's, Inc. ("McElree's"), and their successors and assigns, under Operating Agreement dated July 3, 1978, recorded in Book 621, Page 332, in the office of the Chancery Clerk of Jackson County, Mississippi, as supplemented by Supplemental to Operating Agreement between McElree's and Singing River Mall Company ("Singing River"), dated July 3, 1978, and Supplemental to Operating Agreement between Wilson and Singing River dated July 3, 1978, as amended by Joint Site Work Agreement between McElree's, Wilson, and Singing River, dated July 3, 1978, as supplemented by Supplemental to Joint Site Work Agreement between McElree's and Singing River dated July 3, 1978, and Supplemental to Joint Site Work Agreement between Wilson and Singing River, dated July 3, 1978, said Operating Agreement having been further amended by First Amendment to Operating Agreement dated June 20, 1980, recorded in said Clerk's office in Book 692, Page 12, and as further supplemented by First Amendment to Supplemental to Operating Agreement between Singing River, McElree's and Arroyo Real Estate Company, dated June 20, 1980, and as further supplemented by First Amendment to Supplemental to Operating Agreement between Singing River, Wilson and H. J. Wilson Co., Inc., dated June 20, 1980, and as further amended by First Amendment to Joint Site Work Agreement dated June 20, 1980.
5. Subject to any and all matters pertaining to the right, title and interest in any of the oil, gas, and other minerals in, on or under said land. Nevertheless, we note that all oil, gas and mineral rights are reserved in favor of the McElree Corporation as set forth in Warranty Deed dated August 21, 1961, recorded in Land Deed Book 119, Pages 369-372. All rights of ingress and egress, and all other rights insofar as they may apply to the use of the surface for the purpose of drilling or exploring for oil, gas, and minerals on this subject property have been released and surrendered by that certain Non-Disturbance Agreement dated December 14, 1977, recorded in Land Deed Book 608, Pages 410-412, executed by Glenover Corporation and Columbia Ventures, Inc., and on file in the office of the Chancery Clerk of Jackson County, Mississippi.

6. Subject to an Easement from the Slaglog River Mall Company, a Mississippi General Partnership, to Mississippi Power Company, dated July 24, 1978, recorded in Land Deed Book 626, Pages 489-491, and filed for record on August 16, 1978, at 10:30 a.m., providing for an 80 foot easement over and across the eastern 80 feet of the subject property.
7. Subject to a Natural Gas Easement from Slaglog River Mall Company, a Mississippi General Partnership to the City of Pascagoula, Mississippi, dated August 27, 1978, recorded in Deed Book 659, Pages 395-399, Land Deed Records of Jackson County, Mississippi.
8. Subject to that certain Communications Facilities Easement executed by John Hancock Life Insurance Company, d/b/a John Hancock Mutual Life Insurance Company, to Mississippi Power Company dated January 23, 2001, recorded in Deed Book 1233, Pages 318-321 of the Land Deed Records of Jackson County, Mississippi.
9. Subject to a Memorandum of Lease from the Slaglog River Mall Company, a Mississippi General Partnership, to J. C. Penney Company, Inc. dated October 2, 1978, recorded in Deed Book 631, Pages 45-49, Land Deed Records of Jackson County, Mississippi.
10. Memorandum of Lease Executed by Slaglog River Mall Company to Sears, Roebuck and Company dated July 7, 1983, recorded in Deed Book 768, Pages 597-603, Land Deed Records of Jackson County, Mississippi.
11. Assignment of Lease executed by and between Slaglog River Mall Company as Landlord and Elit Cine Theaters, Inc. as Assignee dated May 23, 1986, recorded in Deed Book 873, Pages 674-676, Land Deed Records of Jackson County, Mississippi.
12. Short Form of Lease by and between Slaglog River Mall Company as Lessor and Elit Cine Theaters, Inc. as Lessee dated November 15, 1986, recorded in Deed Book 873, Pages 677-681, Land Deed Records of Jackson County, Mississippi.

MISSISSIPPI

3



APR 18 2014 01:35 PM 3 PGS
KX 55110102 REP 1031310

This Instrument Prepared By & Return To:

John H. Knorr, MSB 116, 3774
00001 & Vailmillson, PLLC
P.O. Box 1610
Peterson, MS 39355-1016
(228) 762-2272

Indorsed: Placed in U. S. Government Lot 2, of Fractional Sec 35-7-7, N/O Lot 7, Sec 1 of Spring Water Mts.,
Jackson County, Mississippi

STATE OF MISSISSIPPI

COUNTY OF JACKSON

WARRANTY DEED

FOR AND IN CONSIDERATION of the price and sum of Ten and No/100ths Dollars (\$10.00), cash
in hand paid, and other good and valuable considerations, the receipt of all of which is hereby
acknowledged,

SIMPONPHIUS GAUTHIER, LLC, a Mississippi limited liability company
2800 Highway 63
Gautier, MS 39553
(228) 617-0760

does hereby convey, grant, bargain, sell, and warrant unto

SHILOH NIVER, LLC
P.O. Box 1380
Ocean Springs, MS 39566
(228) 617-0760

the following described property situated in the County of Jackson, State of Mississippi, more particularly
described as follows, to-wit:

Parcel 11

That certain parcel of land situated in U. S. Government Lot 2 of Fractional Section 35, Township 7 South, Range 7 West, Jackson County, Mississippi, and more particularly described as follows, to-wit:

Commencing at a point where the East line of said Government Lot 2 intersects the North right-of-way line of U. S. Highway 90; thence run North 00° West along the said North right-of-way line of U. S. Highway 90, a distance of 65.32 feet; thence run North 03° 32' West, a distance of 1,269.43 feet; thence run North 00° 00' West a distance of 285.00 feet; thence run North 10° 00' East, a distance of 210.00 feet; thence run North 20° 48' West a distance of 70.40 feet; thence run South 67° 00' West a distance of 40.72 feet to the Point of Beginning; thence run South 10° West a distance of 518.43 feet; thence run South 65° West, a distance of 113.07 feet; thence run South 10° West a distance of 110.00 feet; thence run North 00° West, a distance of 240.00 feet; thence run North 10° East, a distance of 110.05 feet; thence run North 80° West a distance of 62.00 feet; thence run North 10° East a distance of 527.51 feet; thence run South 00° East a distance of 270.34 feet; thence run North 67° East a distance of 141.20 feet to the Point of Beginning. Being the same property referred to as Lot 7, Block 1 of Slough River Fall Subdivision, as set apart in the Land Records of Jackson County, Mississippi, in Plat Book 10, Page 20.

Parcel 11:

Measurements, rights, and appurtenances for the benefit of Parcel 11 granted pursuant to an Operating Agreement by and between McNeese, Inc., 11 J. Wilson Co., Inc., and the Slough River Fall Company, dated July 3, 1978, recorded in Land Deed Book 623, Pages 332-403, and on file in the office of the Chancery Clerk of Jackson County, Mississippi, together with any amendments thereto.

The heretofore described two parcels of land being the same property conveyed to SM Properties Gaudier, LLC, a Mississippi limited liability company, by Special Warranty Deed dated December 10, 2003, recorded in Deed Book 1320, Pages 704-707, Land Deed Records of Jackson County, Mississippi.

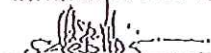
Together with all buildings and improvements situated thereon.

THIS CONVEYANCE IS SUBJECT to any and all covenants, easement, dedications, rights-of-ways, restrictions, reservations, mineral rights and interest conveyances of record, pertaining to or affecting the usage of the heretofore described real property, including rights of ingress and egress.

WITNESS THE SIGNATURE, on this 7th day of January, A.D., 2014.

SM PROPERTIES GAUDIER, LLC

BY:


STEVEN D. MORRIS, Manager

STATE OF MISSISSIPPI

COUNTY OF JACKSON

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named SHAHE D. MORRISON, who acknowledged to me that he is the Manager of SMP PROPERTY SERVICES, LLC, and in such capacity that he signed, sealed, delivered, and executed the above and foregoing instrument on the date therein as the act and deed of said limited liability company, after first having been duly authorized by said limited liability company to do so.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this 7th day of January, A.D., 2014.



Shahe D. Morrison
NOTARY PUBLIC
My Commission Expires: 10/11/17

Councilwoman Martin made the motion to approve the minutes from Regular Council Meeting held October 1, 2019, as presented. Councilman Vaughan seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 229-2019

WHEREAS, Miss. Code Ann. 21-15-33 requires that the minutes be adopted and approved by a majority of the members of the governing body at the next regular meeting or within thirty (30) days of the meeting they represent, whichever occurs first. Upon such approval, the minutes are valid from and after the date of the meeting; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from Regular Council Meeting held October 1, 2019 are hereby approved.

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

Motion was made by **Councilwoman Martin**, seconded by **Councilman 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 October 21, 2019.

Councilman Colledge made the motion to enter closed session to determine if executive session is necessary and proper. **Councilwoman Martin** seconded the motion. The vote was carried unanimously.

Councilman Colledge made the motion to enter executive session to discuss land acquisition and lease, possible litigation with Bonnet Carre Spillway, and Brandywine Litigation. **Councilwoman Martin** seconded the motion. The vote was carried unanimously.

Councilman Colledge made the motion to enter into a Preliminary Development agreement with the substantive changes made by the City Attorney, as amended, including any grammatical changes required. **Councilman Vaughan** seconded the motion. The vote was carried unanimously.

PRELIMINARY DEVELOPMENT AGREEMENT

THIS **PRELIMINARY DEVELOPMENT AGREEMENT** ("Agreement") having an effective date of October 22, 2019 ("Effective Date") by and between the CITY OF GAUTIER, MISSISSIPPI, a municipality formed under the laws of the State of Mississippi ("City"), and BLACKWATER DEVELOPMENT COMPANY, LLC an Alabama limited liability company ("Developer" and/or "Blackwater"). The City and Developer may collectively hereinafter be referred to as the "Parties" or individually as a "Party".

RECITALS

WHEREAS, the City currently holds an option to purchase that certain real property located within the City of Gautier, Jackson County, Mississippi, said property being more particularly identified on Exhibit A attached hereto ("Property"), pursuant to that Option to Purchase Agreement by and between Singing River, LLC, as seller and the City, as buyer ("the Option").

WHEREAS, the economic prosperity of the City, as well as the welfare of its citizens, may be enhanced by the potential development, construction, and operation of commercial development to be located on the Property, thereby resulting in improvements and promotion of the public good, the general welfare, trade, commerce, employment opportunities, economic development and revitalization, and the promotion of tourism in the City; and,

WHEREAS, it is the intent of the Parties that the potential development will create economic growth in and surrounding the Property, and that the city will realize economic, social and community benefits from its development and/or redevelopment;

WHEREAS, it is the intent of the City to enter into this Agreement to grant to Blackwater the exclusive right to market the development of the Property for such purposes until such time as a final Redevelopment Agreement can be entered between the Parties, which is subject to the City acquiring the Property as set forth herein, in accordance with the terms and conditions set forth herein; and,

WHEREAS, the execution and delivery of this Agreement on behalf of the City and Developer has been duly authorized.

NOW, THEREFORE, in consideration of mutual covenants and agreements herein, and such other good and valuable consideration, the City and Developer hereby agree as follows:

1. **Agreement.**

(a) The City hereby grants to Blackwater the exclusive right to market the development the Proposed Project, until such time as a final Redevelopment Agreement can be entered between the Parties (or until this Agreement expires or is terminated), which is subject to the City acquiring the Property as set forth herein, in accordance with the terms and conditions set forth herein. The Parties hereby mutually agree that the City is giving the Developer an exclusive right to perform

under this Agreement for the time period and purposes set forth herein. Each of the Parties agree that neither will enter into any other agreement or arrangements which would permit any other entity other than Developer to undertake the study, planning, design, promotion of a development or developments within the Property.

(b) In entering into this agreement, the City hereby finds that the Proposed Project (as herein defined), will create economic growth in and surrounding the Property, and that the city will realize economic, social and community benefits from the development and/or redevelopment.

(c) Developer shall, in its sole discretion, pursue the marketing, planning, design and promotion of development of the Property with a view toward developing one or more commercial developments or projects within the Property (individually or collectively, a "Proposed Project"). The Parties agree that the Proposed Project shall comply with the definition of a "Project" in House Bill 1724, 2019 Legislative Session, Mississippi Legislature. Developer shall endeavor to develop a master plan for the Property from which it intends to develop.

(d) Developer or its agents shall have the right to enter onto the Property to show the Property to prospective tenants, occupants, or purchasers, and from and after the Effective Date of this Agreement. If and when the City and Developer enter into a final Redevelopment Agreement, the Developer will be permitted to post and maintain signs that advertise the Property for lease. Developer shall be responsible for paying for the marketing, advertising, promotional costs, and expenses relating to the Developer's efforts including, but not limited to sales brochures and literature, advertising and media, promotional videos, photography, Developer's travel expenses, its attorneys' fees, and any other promotional expenses or marketing costs related to the Property.

(e) If the City acquires the Property pursuant to the terms of the Option to Purchase ("City Acquisition"), the City will enter into a Redevelopment Agreement with Blackwater to develop the Property. The City and Developer shall act in good faith to negotiate the terms of the Redevelopment Agreement, which will include the following provisions:

(i) granting Blackwater the right to do its feasibility studies, including, without limitation, the following (collectively, the "Feasibility Studies") (Developer shall have full access to the Property for the purpose of performing its Feasibility Studies);

(ii) to enter upon the Property to perform such tests, surveys, inspections and examinations of the Property as Developer deems advisable, including soil and environmental tests (including core drilling and related inspections);

(iii) to make investigations with regard to title to the Property, matters of survey, flood plain of the Property, wetlands on the Property, utilities availability, zoning and building code, handicapped accessibility and other applicable governmental requirements with regard to the Property and the use thereof;

(iv) to conduct market feasibility studies and any and all such other studies as Developer may deem necessary or appropriate in order to determine the feasibility of the Property for Developer's Intended Use;

(v) to obtain the necessary permits and approvals from the applicable governmental or quasi-governmental authorities; and

(vi) to enter into a long term ground lease, or leases, with Blackwater for the Property, or certain portions of the property for up to seventy-five (75) years for less than fair market value; and

(vii) the nature of the proposed development, and the policies and procedures for the City's approval of same.

(f) To the extent necessary, the City will assist the Developer in obtaining permitting and other regulatory requirements prior to development. The City agrees to execute the necessary applications for and to cooperate with Developer in the processing of the Authorizations and environmental remediation as set forth herein; however, such Authorizations are subject to reasonable review by the City and are without any cost or expense to the City.

(g) Within five (5) business days from the Effective Date, the City shall deliver to Developer copies, if any, of all existing surveys in the City's possession for the Property together with any other documents, if any, related to the Property, including without limitation title policies and commitments (and corresponding documents), environmental reports and permits, engineering reports and permits, soil reports, utility information, permits and other governmental approval information, and any other information in the City's possession that would be helpful to Developer in its development of the Property. The City, by execution of this Agreement, authorizes its agents or contractors to release any of the foregoing material, in hard copy format and/or electronically, at no cost to Developer. Developer may order a new survey of the Property from a licensed land surveyor or engineer.

(h) The Parties agree that the obligation to enter Ground Leases is subject to and contingent upon compliance with all laws of the State of Mississippi relating to the sale and lease of real property by a municipality. Additionally, although the City will use reasonable efforts to acquire the Property, if City Acquisition does not occur for lack of funding or an unforeseen event, the obligation to enter Ground Leases will not be triggered.

(i) Terms of transferring and/or assigning rights will be addressed in the final Redevelopment Agreement.

(j) Prior to the conveyance of any leasehold interest in and to the Property or any portion thereof pursuant to a Ground Lease, the City agrees to maintain or cause to be maintained, in good condition and repair the Property. Such maintenance shall include the payment of all utilities and taxes, if any, and insuring the Property with commercial liability insurance in commercially reasonable amounts ("Maintenance Obligations"). From and after the execution of a Ground Lease, Developer shall take over such Maintenance Obligations with respect to any portion of the Property that is the subject of a Ground Lease.

(k) Nothing herein shall prevent or impair the City's ability to use, permit or allow various events to occur upon the Property from and after the City Acquisition until such time as an Option Closing occurs.

2. Term. The term of this Agreement shall commence on the Effective Date and expire and terminate on such date as Developer provides written notice to the City that it no longer intends to pursue the development of the Property. The term of this Agreement shall also expire in the event the City (a) has not acquired the Property on or before July 1, 2020, (b) is no longer under an Option to Purchase said Property, or (c) does not intend to pursue further the acquisition of the Property due to the inability to obtain the funds it is pursuing to fund such acquisition (as set forth below). In the event of any such occurrence, the City shall provide written notice to Developer, and upon receipt of such notice, this Agreement shall terminate and be of no further force and effect.

3. Funding. The Parties acknowledge and agree that the City is pursuing receipt of funds under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act ("RESTORE Act") to use for the acquisition of the Property. In the event, the City is not successful in obtaining such funds, it may, in its sole discretion, pursue alternative funding sources, including without limitation, the issuance of bonds.

4. Indemnification. To the extent permissible under the Laws of the State of Mississippi, the City shall defend, protect, indemnify and hold harmless Developer from and against all claims or demands, including any actions or proceedings brought thereon, and all costs, expenses and liabilities of any kind relating thereto, including reasonable attorneys' fees and cost of suit, arising out of or resulting from any activity conducted or performed under this Agreement by the City, or anyone claiming by, through or under the City; provided however, the foregoing obligation shall not pertain to claims or demands based on Developer's negligence. Developer shall defend, protect, indemnify and hold harmless the City from and against all claims or demands, including any actions or proceedings brought thereon, and all costs, expenses and liabilities of any kind relating thereto, including reasonable attorneys' fees and cost of suit, arising out of or resulting from any activity performed under this Agreement on the Property by Developer, or anyone claiming by, through or under Developer; provided however, the foregoing obligation shall not pertain to claims or demands based on the City's negligence. From and after the execution of a Ground Lease, Developer's indemnity obligations with regard to any portion of the Property that is the subject of a Ground Lease shall supersede any such obligations of Developer hereunder.

5. Miscellaneous. If any term or provision hereof is declared by a court of competent jurisdiction to be illegal or invalid, such illegal or invalid term or provision shall not affect the balance of the terms and provisions hereof. In the event any action or suit is brought by reason of any breach of this Agreement or any other dispute between the parties concerning this Agreement, then the prevailing party shall be entitled to have and recover from the other party all costs and expenses if allowed under the laws of the State of Mississippi. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Mississippi. This Agreement is to be deemed to have been prepared jointly by the parties hereto, and if any inconsistencies or ambiguities exist herein, they shall not be interpreted or construed against either party as the drafter. The parties shall take such actions and execute such documents as each may reasonably request, to carry out the purposes of this Agreement. All paragraph headings are inserted for convenience only and shall not be used in any way to modify, limit, construe or otherwise affect this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Facsimile or "pdf" signatures on this Agreement shall be valid the same as originals. As used herein, the term "business day" means any day other than a Saturday, a Sunday

or a federal or State holiday. Whenever action must be taken (including the giving of notice or the delivery of documents) under this Agreement during a certain period of time (or by a particular date) that ends (or occurs) on a non-business day, then such period (or date) shall be extended until the immediately following Business Day. Time is of the essence in the execution and performance of this Agreement and of each of its provisions. This Agreement sets forth the entire agreement between the parties, merges all prior and contemporaneous agreements, understandings, warranties or representations, and may be canceled, modified or amended only as set forth herein or by a written instrument executed by both the City and Developer. No waiver of any provision or condition of the contract by any party shall be valid unless in writing, signed by such party. No such waiver shall be taken as a waiver of any other or similar provision or of any future event, act, or default. All references to Exhibits contained herein are references to exhibits attached hereto, all of which are made a part hereof for all purposes the same as if set forth herein verbatim, it being expressly understood that if any Exhibit attached hereto which is to be executed and delivered at an Option Closing contains blanks, the same shall be completed correctly and in accordance with the terms and provisions contained herein and as contemplated herein prior to or at the time of execution and delivery thereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

DEVELOPER:

Blackwater Development Company, LLC

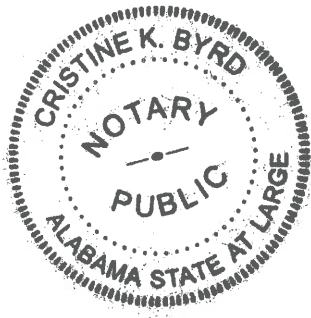
By: [Signature]
Name: John Abernathy
Its: PRESIDENT

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that John Abernathy, whose name as President of Blackwater Development Company, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he, as such President and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal, this the 22nd day of October, 2019.



Cristine K. Byrd
Notary Public

My Commission Expires: 06-04-23

CITY OF GAUTIER, MISSISSIPPI

By: Paula Yancey with permission Addie Bang Acting City Manager
Name: Paula Yancey / Scott Ankerson
Its: City Manager

ATTEST:

By: Cynthia Russell
Name: Cynthia Russell
Its: City Clerk

STATE OF MISSISSIPPI

COUNTY OF JACKSON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 23rd day of October, 2019, within my jurisdiction, the within named Paula Yancey and Cynthia Russell, who acknowledged they are the City Manager and City Clerk, respectively, of the City of Gautier, Mississippi, and that for and on behalf of said city and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized so to do.

Addie Bang
Notary Public

My Commission Expires:

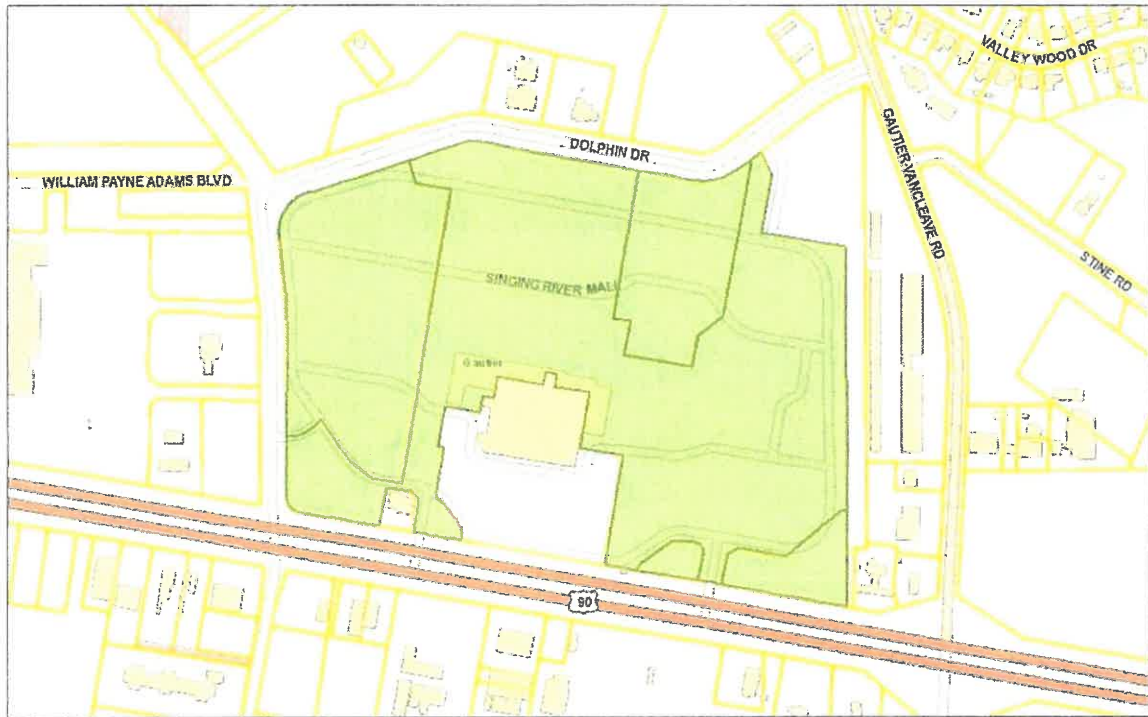
Feb 13, 2020



EXHIBIT A

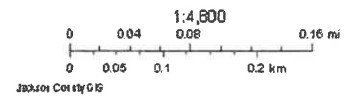
Delineation of the Property

ArcGIS Web Map



October 18, 2019

- Parcels
- Center Lines
- Major
- City Limits
- Primary Roads



Web App 8/15/11 01A 0015
(Jackson County GIS)

Discussion occurred regarding Bonnet Carre Spillway. No action was taken.

Discussion occurred regarding Brandywine Litigation. No action was taken.

Councilman Vaughan made the motion to re-enter open session. **Councilman Jackson** seconded the motion. The vote was carried unanimously.

Councilman Vaughan made the motion to adjourn until November 5, 2019 at 6:30 pm. **Councilwoman Martin** seconded the motion. The vote was carried unanimously.

APPROVED BY:

MAYOR

ATTEST:

CITY CLERK

Submitted for approval of the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 5, 2019.

CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting:
Title:

November 5, 2019
Receive July, August and September 2019
Privilege License Reports

Introduced by:
Contact Person/Telephone

Cynthia Russell 497-8000 ext. 302

Summary Explanation: Receive July, August and September 2019 Privilege License Reports

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2019

WHEREAS, Miss. Code Ann. 27-17-501 requires the governing authority of municipalities to receive a report of the privilege licenses issued during the preceding month; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Privilege License Reports for July, August and September 2019 is hereby received.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 5, 2019.

		City of Gautier		
		Business Registry		
		Jul-19		
<u>Acct#</u>	<u>LICENSE</u>	<u>BUSINESS NAME/OWNER</u>	<u>AMOUNT</u>	<u>STATUS</u>
650	2020-07-0006454	Magnolia Inn of Gautier	\$30.00	Current
998	2020-07-0006455	Hanger Prosthetic & Orthotics	\$20.00	Current
649	2020-07-0006456	Batson & Brown, INC.	\$30.00	Current
1587	2020-07-0006457	Tiffany Bahn/ GAMP	\$20.00	New Business
1588	2020-07-0006458	Cletus F.McNease/ GAMP	\$20.00	New Business
1589	2020-07-0006459	Angela Jordan/ GAMP	\$20.00	New Business
1002	2020-07-0006460	Stuart's Spicy Business	\$20.00	Current
1003	2020-07-0006461	Ad2, Inc.	\$20.00	Current
1590	2020-07-0006462	M&M Bank	\$30.00	New Business
653	2020-07-0006463	College Villa Apartments	\$20.00	Current
1330	2020-07-0006464	Circle K Stores, Inc.	\$95.00	Current
1591	2020-07-0006465	April Richardson/ GAMP	\$20.00	New Business
1592	2020-07-0006466	Debera Tolbert/ GAMP	\$20.00	New Business
1593	2020-07-0006467	John Tavares/ GAMP	\$20.00	New Business
1594	2020-07-0006468	Glenda Nelson/ GAMP	\$20.00	New Business
1595	2020-07-0006469	Lionel V. Clark/ GAMP	\$20.00	New Business
1596	2020-07-0006470	Joyce Terry/ GAMP	\$20.00	New Business
1597	2020-07-0006471	Tom Orton/ GAMP	\$20.00	New Business
651	2020-07-0006472	Canine Clips	\$20.00	Current
1598	2020-07-0006473	Smart Homes Pros, INC- Security Systems	\$250.00	Transient Vendor
1525	2020-07-0006474	Casual Cuts	\$20.00	Current
917	2020-05-0006475	H & R Cabinets	\$22.20	Delinquent
1599	2020-07-0006476	Maria Reed/ GAMP	\$20.00	New Business
1373	2020-07-0006478	National Entertainment Network, LLC	\$70.00	Current
1491	Closed	Cole's Kitchen	\$0.00	Closed
1489	Closed	C & S Enterprises	\$0.00	Closed
1493	2020-07-0006479	NY Liquor	\$35.00	Current
617	2020-06-0006480	Glass-Pac Industries	\$22.00	Delinquent
1601	2020-07-0006481	Darren Driggers/ GAMP	\$20.00	New Business
1602	2020-07-0006482	Frances Smith/ GAMP	\$20.00	New Business
1603	2020-07-0006483	Jacquelin Daniels/ GAMP	\$20.00	New Business
1604	2020-07-0006484	Lorena Smith/ GAMP	\$20.00	New Business
1605	2020-07-0006485	Bill (William) Lester/ GAMP	\$20.00	New Business
324	2020-03-0006486	Faithfully Yours Learning Center	\$22.60	Delinquent
1606	2020-07-0006487	MS Coast Garment Printing, LLC/ DBA, MC	\$20.00	New Business
924	2020-07-0006488	Furlan's Marine Inc.	\$20.00	Current
1500	Closed	Evol Dance Studio	\$0.00	Closed
1224	Closed	C&M Mortgage Field Services	\$0.00	Closed
778	2020-07-0006489	Collison Depot	\$20.00	Current
1607	2020-07-0006490	Patrick's Fine Spirit	\$45.00	New Business

1608	2020-07-0006491	Rita L. Wirtz/ GAMP	\$20.00	New Business
1609	2020-07-0006492	Nellie B. Broadnax	\$20.00	New Business
1610	2020-07-0006493	Technical Assistance Group, Angela George/	\$20.00	New Business
1437	2020-07-0006494	Liberated Services, LLC	\$20.00	Current
1490	2020-07-0006495	Singing River Apartment	\$20.00	Current
1446	2020-09-0006496	Home Port Quick Stop	\$40.00	Current
1329	2020-07-0006497	World Acceptance Corp.	\$20.00	Current
1227	2020-08-0006498	Affordable Auto Glass	\$20.00	Current
1611	2020-07-0006499	Mitchells Traveling Clothes/ GAMP	\$20.00	New Business
1612	2020-07-0006500	Bernard & Pattie Suthoff/ GAMP	\$20.00	New Business
1613	2020-07-0006501	Bobbie's Booth/ GAMP	\$20.00	New Business
1498	2020-08-0006502	Iglesia Cristiana Caminando	\$20.00	Current
569	Closed	Floor Trader	\$0.00	Closed
1614	2020-07-0006503	CBD Medical Center	\$20.00	New Business
1162	2020-07-0006504	Coral Boutique	\$20.00	Current
1444	2020-08-0006505	Jelly Doughnuts & Kolaches	\$20.00	Current
1445	2020-08-0006506	A.M.P Designs	\$20.00	Current
1327	2020-07-0006507	Dollar General Corporation	\$70.00	Current
780	2020-07-0006508	Sailmaker's Supply	\$20.00	Current
654	2020-07-0006509	Delo's Heavenly House of Coffee	\$20.00	Current
1084	2020-07-0006510	Tiki Restaurant & Lounge	\$51.00	Current
331	2020-07-0006511	The Carpet Mart	\$20.00	Current
		Total	\$1,672.80	
		New Business		26
		Transient Vendor		1
		Closed Business		5
		Delinquent Renewals Issued		3

* GAMP - Great American Market Place*

		City of Gautier		
		Business Registry		
		Aug-19		
<u>ACCOUNT #</u>	<u>LICENSE #</u>	<u>BUSINESS NAME/OWNER</u>	<u>AMOUNT</u>	<u>STATUS</u>
1494	2020-08-0006512	Magnolia Oaks Apartments	\$30.00	Current
1615	2020-08-0006513	Gulf Coast Fitness	\$20.00	New Business
1616	2020-08-0006514	Greater Teams Ent & Promotions/ GAMP	\$20.00	New Business
786	2020-08-0006515	Gautier Thrift Store	\$20.00	Current
1276	2020-08-0006516	Ice Cream & More, LLC	\$20.00	Current
680	2020-08-0006517	Country Gentleman Restaurant	\$51.00	Current
565	2020-08-0006518	Baywood Travel	\$20.00	Current
1496	2020-08-0006519	Triple J's Auto Repair	\$20.00	Current
1617	2020-08-0006520	Fast Pace Urgent Care	\$30.00	New Business
1499	2020-08-0006521	Bunny Bread Retail Thrift Store	\$50.00	Current
1443	2020-08-0006522	Austin Life Consultants	\$20.00	Current
1618	2020-08-0006523	Vernis D' Or	\$20.00	New Business
573	2020-08-0006524	McGee Construction	\$20.00	Current
1381	2020-08-0006525	South MS Home Health, Inc	\$141.00	Current
1091	2020-08-0006526	Tscheuoin Enterprises, LLC	\$20.00	Current
1092	2020-08-0006527	The Disability Consulting Clinic, LLC	\$20.00	Current
1281	2020-08-0006528	Keesler Federal Credit Union	\$30.00	Current
1495	2020-08-0006529	Rogers Lawn Care	\$20.00	Current
685	2020-08-0006530	C West Realty, LLC	\$20.00	Current
1006	2020-08-0006531	Infinity & Beyond Hair Essentials	\$20.00	Current
611	2020-06-0006532	Crown of Glory Beauty Salon	\$22.20	Delinquent
1472	2020-04-0006533	La La's Luv/ GAMP	\$22.60	Delinquent
1497	Closed	Busby Construction	\$0.00	Closed
580	2020-08-0006534	Preferred Painters	\$20.00	Current
1452	Closed	DSL Auto Sales	\$0.00	Closed
1501	2020-09-0006535	Wild Lee's Auto Sales	\$20.00	Current
705	Closed	The Dental Center of Gautier	\$0.00	Closed
1282	2020-09-0006536	Jennart Ad Design, LLC	\$20.00	Current
566	2020-08-0006537	Burnham McKinney Pharmacy	\$62.50	Current
1170	2020-09-0006538	Grand View Security, LLC	\$20.00	Current
1280	2020-08-0006539	Landry & Associates Realty	\$20.00	Current
1334	2020-09-0006540	Food Express, LLC	\$40.00	Current
862	2020-08-0006541	Studio 1 Productions	\$20.00	Current
1378	2020-08-0006542	Mary's Alterations & Designs	\$20.00	Current
1383	2020-09-0006543	B & D Plastics	\$150.00	Current
857	2020-08-0006544	All God's Children Learning Center	\$30.00	Current
		Total	\$1,079.30	
		New Business	4	
		Transient Vendor	0	
		Closed Business	3	
		Delinquent Renewals Issued	2	

*GAMP - Great American Market Place

		City of Gautier		
		Business Registry		
		Sep-19		
<u>ACCOUNT#</u>	<u>LICENSE #</u>	<u>BUSINESS NAME/OWNER</u>	<u>AMOUNT</u>	<u>STATUS</u>
791	2020-09-0006545	Walgreens	\$580.00	Current
1231	2020-09-0006546	Jeffery L. Knight Family Dentistry	\$20.00	Current
1619	2020-09-0006547	Jaxco Cheerleading Academy	\$20.00	New Business
532	2020-09-0006548	O'Bryant - O'Keefe Funeral Services	\$20.00	Current
870	2020-09-0006549	O'Reilly Auto Parts	\$150.00	Current
1243	Closed	Bargain Furniture Store	\$0.00	Closed
557	2020-09-0006550	Awesome Maint. & Janitorial	\$20.00	Current
1620	2020-09-0006551	Flynn Consulting and Tutoring	\$20.00	New Business
1447	2020-09-0006552	State Farm Insurance	\$20.00	Current
1336	2020-09-0006553	Martin Bluff Laundromat	\$20.00	Current
1621	2020-09-0006554	Aromystically Me/ GAMP	\$20.00	New Business
1622	2020-09-0006555	Linda T. Gandy/ GAMP	\$20.00	New Business
511	2020-09-0006556	Primo Engineering	\$20.00	Current
1623	2020-09-0006557	Smoke Zone	\$20.00	New Business
513	2020-09-0006558	McDonalds #5595	\$30.00	Current
1384	2020-09-0006559	Just Relax Therapeutic Massage	\$20.00	Current
516	2020-09-0006560	Conrad Yelvington Distributors	\$30.00	Current
1226	2020-09-0006561	Preventive Medicine & Primary Care	\$22.00	Delinquent
935	2020-09-0006562	Salt Water Bed & Breakfast	\$20.00	Current
1094	2020-09-0006563	Hot Nails	\$30.00	Current
792	2020-09-0006564	Santa Maria RV Resort & Marina	\$20.00	Current
1449	2020-09-0006565	Happy Noodle Asian Cuisine	\$35.00	Current
867	2020-09-0006566	1st Choice Storage	\$20.00	Current
524	2020-09-0006567	McClure's Comfort Zone	\$20.00	Current
533	2020-09-0006568	Gautier Automotive	\$20.00	Current
261	2020-09-0006569	Children's Clinic of Gautier	\$20.00	Current
879	2020-10-0006570	Hurd Realty	\$20.00	Current
1385	2020-09-0006571	Beles On the Bayou, Indian Point	\$45.00	Current
5	2020-10-0006572	Air Masters Mechanical, Inc	\$150.00	Current
1502	2020-09-0006573	A Kut Above Tree Services Inc.	\$20.00	Current
936	Closed	Heflin Ice Cream	\$0.00	Closed
1503	2020-09-0006574	Hammer & Stain MS Gulf Coast	\$20.00	Current
1011	2020-09-0006575	DRM Homes, LLC	\$20.00	Current
		Total	\$1,512.00	
		New Business	5	
		Transient Vendor	0	
		Closed Business	2	
		Delinquent Renewals Issued	1	

GAMP Great American Market Place

CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet

Council Meeting:
Title:

November 5, 2019
Authorization to remove four (4) vehicles from Police Department inventory and insurance and declare as surplus.

Introduced by:
Contact Person/Telephone

Chief Dante Elbin 497-8007

Summary Explanation: Authorization to remove four (4) vehicles from Police Department inventory and insurance and declare as surplus.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

RESOLUTION NUMBER 000-2019

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

WHEREAS, the Gautier Police Department is requesting the following items be declared surplus and removed from inventory and insurance: Four (4) 2007 Ford Crown Victoria vehicles:

Vin # 2FAFP71W37X115811 inventory #1172,
Vin # 2FAFP71W27X112814 inventory #1154,
Vin # 2FAFP71W27X115802 inventory #1495, and
Vin # 2FAFP71W17X115807 inventory #1501; and

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

BE IT, THEREFORE, RESOLVED by the Mayor and Council of the City of Gautier, Mississippi that the four (4) 2007 Ford Crown Victoria vehicles are hereby removed from inventory and insurance.

BE IT, FURTHER RESOLVED that said vehicles are declared surplus.

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

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

AYES:

NAYS:

PHIL TORJUSEN, MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 5, 2019.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Danny Selover, Police
Date: 10/22/2019
Subject: Authorization to remove four (4) Police Department vehicles from inventory, insurance and declare them as surplus.

REQUEST:

City Council authorization is requested by the Gautier Police Department to remove a 2007 Ford Crown Victoria Police Car, VIN 2FAFP71W37X115811 (city inventory control #1172), a 2007 Ford Crown Victoria Police Car, VIN 2FAFP71W27X112804 (city inventory control #1154) a 2007 Ford Crown Victoria Police Car, VIN 2FAFP71W27X115802 (city inventory control #1495), and a 2007 Ford Crown Victoria Police Car, VIN 2FAFP71W17X115807 (city inventory control #1501) from inventory, insurance and authorize the vehicles to be deemed surplus.

BACKGROUND:

The Police Department has determined that, given the age and condition of the vehicles, removal from inventory, insurance and to declare these vehicles surplus is in the best interest of the City of Gautier.

DISCUSSION:

These vehicles were replaced with newer, less mileage Ford Crown Victoria police cars and assigned to our Police reserve unit.

RECOMMENDATION:

Police Department staff recommends that City Council authorize the removal of these four vehicles from inventory, insurance and be declared surplus.

ATTACHMENTS:

CITY OF GAUTIER
Consent Agenda Item #5
Fact Sheet

Council Meeting:
Title:

November 5, 2019
Authorization to remove seventeen (17) Whelen strobe lights, four (4) Setina prisoner transport cages, and three (3) Setina push bumpers from the Police Department inventory and approve disposal.

Introduced by:
Contact Person/Telephone

Chief Dante Elbin 497-8007

Summary Explanation: Authorization to remove seventeen (17) Whelen strobe lights, four (4) Setina prisoner transport cages, and three (3) Setina push bumpers from the Police Department inventory and approve disposal.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

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

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

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

Action Taken:

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

RESOLUTION NUMBER 000-2019

RESOLUTION OF THE CITY OF GAUTIER, MISSISSIPPI REMOVING POLICE DEPARTMENT ITEMS FROM INVENTORY, AND DECLARING ITEMS RUBBISH

WHEREAS, the Gautier Police Department is requesting the following items be removed from inventory:

Two (2) Whelen strobe light bars with only inventory control numbers – 1497 and 1502.

Twelve (12) Whelen strobe light bars with only serial numbers – 237568, 209944, 65459, 654461, 65487, 65481, 65462, 64629, 40318, 198266, 40314, and 64650.

Three (3) Whelen strobe light bars with no numbers.

Four (4) Setina prisoner transport cages with only inventory control numbers – 1177, 1160, 1499, and 1504.

Three (3) Setina push bumpers with only inventory control numbers – 1173, 1155, and 1496; and

WHEREAS, the Gautier Police Department is requesting the following items be removed from inventory and disposed of by destruction or, if appropriate, by discarding in the same manner as other municipal solid waste: Seventeen (17) Whelen strobe light bars, Four (4) Setina prisoner transport cages, and Three (3) Setina push bumpers; and

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

BE IT, THEREFORE, RESOLVED by the Mayor and Council of the City of Gautier, Mississippi that the Seventeen (17) Whelen strobe light bars, Four (4) Setina prisoner transport cages and Three (3) Setina push bumpers are hereby removed from inventory and may be disposed of by destruction or, if appropriate, by discarding in the same manner as other municipal solid waste.

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

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

AYES:

NAYS:

PHIL TORJUSEN, MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 5, 2019.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Danny Selover, Police
Date: 10/22/2019
Subject: Authorization to remove seventeen (17) Whelen strobe lights, four (4) Setina prisoner transport cages, and three (3) Setina push bumpers from the Police Department inventory.

REQUEST:

City Council authorization is requested to remove seventeen (17) Whelen strobe light bars, four (4) Setina prisoner transport cages, and three (3) Setina push bumpers from the Police Department's inventory.

BACKGROUND:

The Police Department has determined that, given the age and condition of these items, removal from inventory is in the best interest of the City of Gautier. City of Gautier inventory control numbers are on two of the Whelen light bars 1497 and 1502 (unknown serial numbers). Serial numbers on twelve of the light bars are 237568,209944,65459,654461,65487,65481,65462,64629,40318,198266,40314, and 64650 (no inventory control numbers). Three light bars have no serial numbers or inventory numbers. Inventory control numbers on the Setina prisoner transport cages are 1177, 1160, 1499, and 1504 (unknown serial numbers). Inventory control numbers on the Push bumpers are 1173, 1155, and 1496 (unknown serial numbers).

DISCUSSION:

These Whelen light bars have been in storage, are very old and do not work. The Setina prisoner transport cages and Setina push bumpers are old, and will not work on our newer year vehicles. .

RECOMMENDATION:

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

ATTACHMENTS:

1. Consent Agenda Item 5 - Authorization to remove Whelen strobe lights, Setina prisoner transport cages, and Setina push bumpers from the Police Departm

CITY OF GAUTIER
Consent Agenda Item #6
Fact Sheet

Council Meeting:
Title:

November 5, 2019
Authorization to enter into a Contract Agreement with
Pyro Shows

Introduced by:
Contact Person/Telephone

Chassity Bilbo 497-8000

Summary Explanation: Authorization to enter into a Contract Agreement with Pyro Shows in the amount of \$8,400 for a fireworks show at the City's Annual Lights and Lagniappe on the Bayou.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2019

WHEREAS, the City of Gautier will host its annual Lights and Lagniappe on the Bayou on December 7th beginning at 3:00pm at Gautier City Hall; and

WHEREAS, the City desires to have fireworks entertainment at the event, as it has in past years; and

WHEREAS, Pyro Shows has offered to perform this entertainment for a price of \$8,400.00 pursuant to the attached contract; and

WHEREAS, Pyro Shows intends to present a fireworks show titled "Christmas Light the Night"; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the contract agreement with Pyro Shows is hereby approved and authorized.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 5, 2019.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 10/28/2019
Subject: Approval of a Contract Agreement with Pyro Shows

REQUEST:

The Recreation Department requests City Council authorization to enter into a contract agreement with Pyro Shows in the amount of \$8,400 for the City's Annual Lights and Lagniappe on the Bayou.

BACKGROUND:

The City of Gautier will host its annual Lights and Lagniappe on the Bayou on December 7th beginning at 3:00 p.m. at Gautier City Hall. This year's festival will include a Fireworks Show presented by Pyro Shows titled "Christmas Light the Night". The City has obtained a donor to cover the cost of the show.

Festivities this year includes Elf on the Bayou, appearances by Rudolph and the Grinch, fireworks show, pet adoptions, children's craft area, pictures with Santa, winter wonderland snow party, the Pascagoula- Gautier School District Choir spreading holiday cheer, and the Annual Tree Lighting Ceremony.

DISCUSSION:

Pyro Shows has been providing fireworks entertainment throughout the world for almost half a century. From Stockholm, Sweden, to San Sebastian, Spain, and from Abu Dhabi in the UAE, to Taipei, Taiwan, Pyro Shows has competed in some of the most prestigious international competitions. Pyro Shows won first place in the North American Fireworks Competition in Norfolk, Virginia, and has had the honor to provide the 4th of July fireworks at the Washington Monument in Washington, D.C. for 13 times since 1995.

Pyro Shows currently provides fireworks for the Biloxi Shuckers, Scarlet Pearl Casino, and Mississippi State University.

RECOMMENDATION:

The Recreation Department recommends that City approve a Contract Agreement with Pyro Shows in the amount of \$8,400.

City Council May:

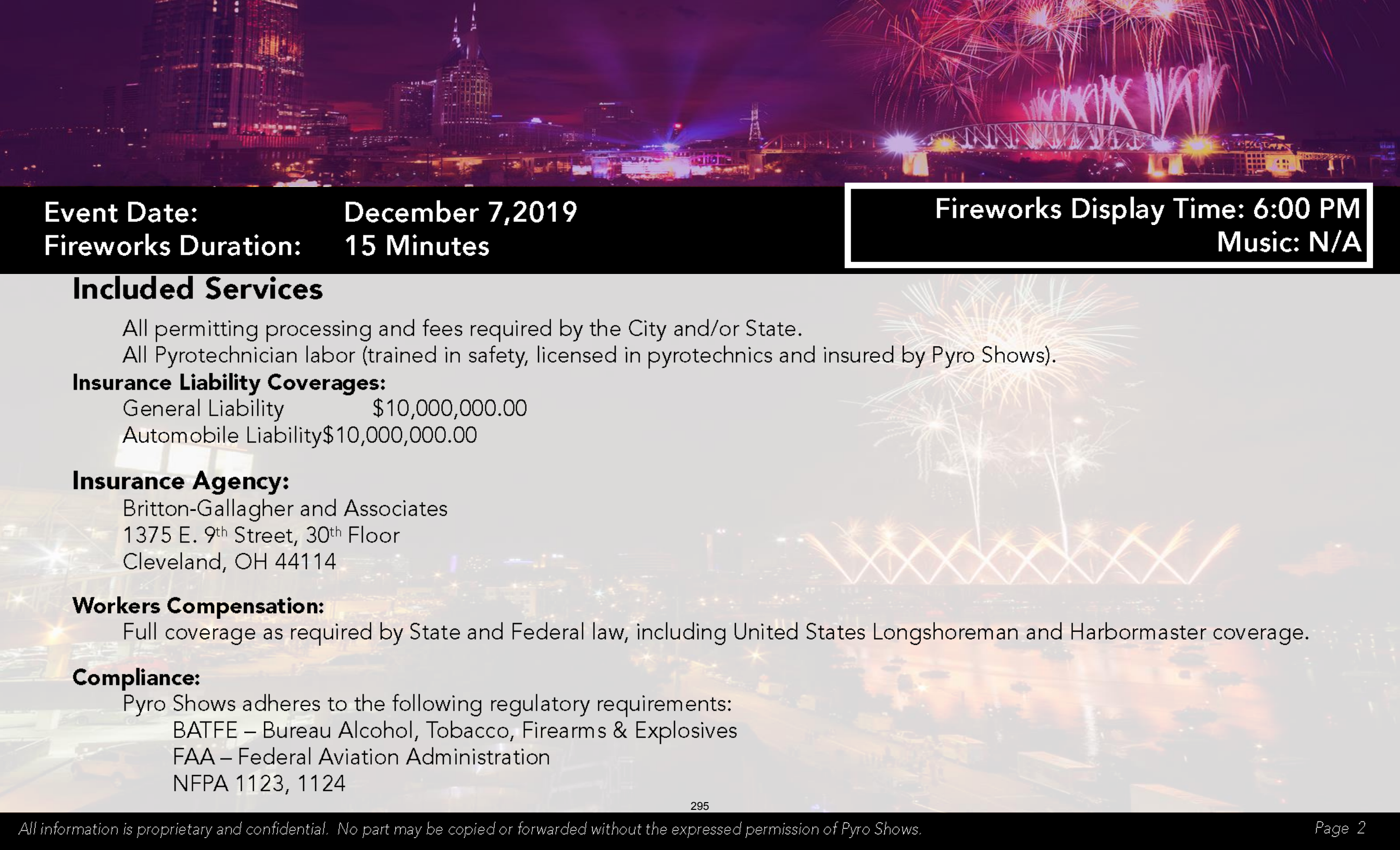
1. Approve a Contract Agreement with Pyro Shows in the amount of \$8,400.
2. Not approve a Contract Agreement with Pyro Shows in the amount of \$8,400.

ATTACHMENTS:

1. Fireworks Quote - Gautier, City of 12-7-2019



Fireworks Quote
for
City of Gautier "Christmas Light the Night"
December 7, 2019



Event Date: December 7, 2019
Fireworks Duration: 15 Minutes

Fireworks Display Time: 6:00 PM
Music: N/A

Included Services

All permitting processing and fees required by the City and/or State.

All Pyrotechnician labor (trained in safety, licensed in pyrotechnics and insured by Pyro Shows).

Insurance Liability Coverages:

General Liability \$10,000,000.00

Automobile Liability \$10,000,000.00

Insurance Agency:

Britton-Gallagher and Associates

1375 E. 9th Street, 30th Floor

Cleveland, OH 44114

Workers Compensation:

Full coverage as required by State and Federal law, including United States Longshoreman and Harbormaster coverage.

Compliance:

Pyro Shows adheres to the following regulatory requirements:

BATFE – Bureau Alcohol, Tobacco, Firearms & Explosives

FAA – Federal Aviation Administration

NFPA 1123, 1124

Shell Summary

The sizes and quantities of fireworks we recommend for your show.

Gautier, MS
Christmas Light the Night
Saturday, December 7, 2019

\$8,400.00

<u>SHELL SIZE</u>	<u>MAIN BODY</u>	<u>FINALE</u>	<u>TOTAL</u>
3"	480	180	660
TOTAL SHELL COUNT			660

LOW LEVEL PRESENTATION

2	Positions of 100-Shot Popping Flower	200
2	Positions of 100-Shot Purple and Green Crossette	200
2	Positions of 200-Shot Peachblow and Lemon-Yellow Tail	400
2	Positions of 200-Shot Red and Green Bow Tie	400
2	Positions of 200-Shot Oriental Thunder	400
2	Positions of 250-Shot Brocade Crown	500
2	1000 Shot Whistle	2000

TOTAL LOW LEVEL PRESENTATION 4,100

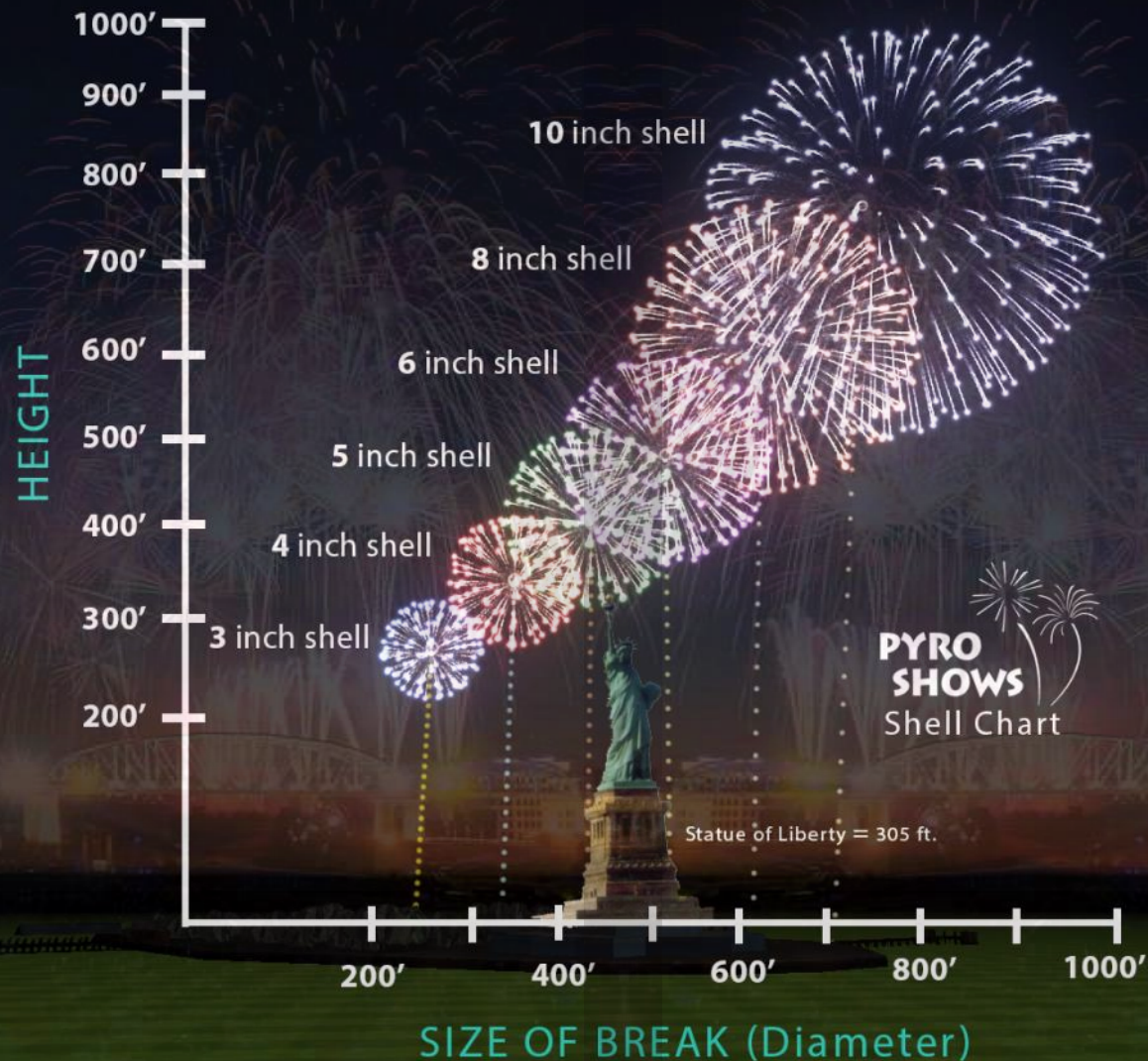
TOTAL SHELL COUNT & LOW LEVEL PRESENTATION	4,760
---	--------------

Firework Shell Size

101

The bigger the boom, the bigger the break.

Size of shell =
Climb Time and
Size of "Break"



The higher a firework shell climbs in the sky and the bigger the burst is directly related to the shell diameter size. (That's pyrotech talk.)

Basically, a 10 inch shell goes 700 feet higher than a 3 inch shell which goes 300 feet high.

PYROfessionals

We're good at what we do because we do what we LOVE.

At Pyro Shows, we believe that the mark of a good fireworks company is not the absence of an occasional "dud", but what we **DO FOR YOU** if there is a "dud".

Satisfaction
Guaranteed



\$10M General
Liability
Coverage



Superior
Customer
Service



Expertise



Experience



Permits & Paperwork –
we will handle it!



Seriously Safe



Safety is first, EPIC is next.

As fun and festive as fireworks are, Pyro Shows is very **serious** about the **safety** of our spectators and our crews. In fact, safety is not just our job, its our **#1 mission**.

We get it. Business is business, but before hiring a fireworks company, do some fact-checking to verify their credentials.

The answers to all of their safety and legal criteria must be YES.

(By the way, the ✓'s below signify that our answers are ALL YES.)



- ✓ Pyrotechnicians trained, licensed, and cleared by ATF
- ✓ Company ATF License
- ✓ State Display Exhibitor License
- ✓ USDOT Motor Carrier Policy for Public Liability
- ✓ Hazardous Materials Safety Permit
- ✓ \$10M Certificate of Liability Insurance Coverage
- ✓ \$1M Workers Compensation Insurance Coverage



Thank you for the opportunity to be part of your Christmas event. We look forward to hearing from you!



Since 1969
Celebrating 50 Years of Fireworks

All information is proprietary and confidential. No part may be copied or forwarded without the expressed permission of Pyro Shows.

CITY OF GAUTIER
Consent Agenda Item #7
Fact Sheet

Council Meeting:
Title:

November 5, 2019
Authorization to enter into a Contract Agreement with Eastern Shore Inflatables

Introduced by:
Contact Person/Telephone

Chassity Bilbo 497-8000

Summary Explanation: Authorization to enter into a Contract Agreement with Eastern Shore Inflatables for the City's Annual Lights and Lagniappe on the Bayou Winter Wonderland Snow Party

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2019

WHEREAS, the City of Gautier will host its annual Lights and Lagniappe on the Bayou on December 7th beginning at 3:00pm at Gautier City Hall; and

WHEREAS, the City desires to have a “snow experience” at the event; and

WHEREAS, Eastern Shore Inflatables has offered to provide this equipment and perform this service pursuant to the attached contract; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the contract agreement with Eastern Shore Inflatables in an amount of \$7,500 is hereby approved and authorized.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 5, 2019.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 10/28/2019
Subject: Approval of a Contract Agreement with Eastern Shore Inflatables

REQUEST:

The Recreation Department requests City Council authorization to enter into a contract agreement with Eastern Shore Inflatables in the amount of \$7,500 for the City's Annual Lights and Lagniappe on the Bayou Winter Wonderland Snow Party.

BACKGROUND:

The City of Gautier will host its annual Lights and Lagniappe on the Bayou on December 7th beginning at 3:00 p.m. at Gautier City Hall. This year's festival will include a Winter Wonderland Snow Party.

Festivities this year includes Elf on the Bayou, appearances by Rudolph and the Grinch, fireworks show, pet adoptions, children's craft area, pictures with Santa, winter wonderland snow party, the Pascagoula– Gautier School District Choir spreading holiday cheer, and the Annual Tree Lighting Ceremony.

DISCUSSION:

In an area which rarely sees snow, Gulf Coast Snowmakers/ Eastern Shore Inflatables will bring a snow party to the City of Gautier using real ice and snow blowers to create a real snow party. Gulf Coast Snow Makers/ Eastern Shore Inflatables will provide the City with a quality snow party. Gulf Coast Snowmakers will create a snow experience that our citizens will never forget and will have friendly staff to ensure that we get the right amount for our snow party.

RECOMMENDATION:

The Recreation Department recommends that City approve a Contract Agreement with Eastern Shore Inflatables in the amount of \$7,500.

City Council May:

1. Approve a Contract Agreement with Eastern Shore Inflatables in the amount of \$7,500.
2. Not approve a Contract Agreement with Eastern Shore Inflatables in the amount of \$7,500.

ATTACHMENTS:



Order # 23253

Rental Date

12/07/2019 03:00pm

Contact Person

Chassity Bilbo

Event Address

3330 Hwy 90

City, State, Zip

other: Gautier, other: MS, 39553

Home Phone

288-219-7644

Cell Phone

Event Rental Time

12/07/2019 03:00pm thru 12/07/2019 05:00pm

Location

Gautier City Hall

Setup Surface

Grass

Equipment Rented

1.

Snow Event - 40,000 Poundx1

\$6,950.00

SubTotal

\$6,950.00

Travel Fee

\$550.00

\$7,500.00

Tax: 0%

\$0.00

\$7,500.00

Total

\$7,500.00

Deposit Required

\$50.00

Due

\$7,500.00

Customer Comments:

Inspected By _____

THANK YOU FOR YOUR BUSINESS!

TERMS OF LEASE

In addition to the terms below, and the operation guidelines on each rented item, the Lessee (customer) agrees to supervise the operation of any rented item and further agrees that if the item is damaged that he/she will reimburse Eastern Shore Inflatables for the full price to fix the damage and/or the full replacement value of the rented item. Before signing this contract, Lessee agrees that he/she has read the entire contract, has agreed to all terms and conditions herein, and has had all questions he/she may have answered to the Lessee's full satisfaction and understanding.

Delivery/Operation/Payments: To address specified by Lessee. Lessee grants Eastern Shore Inflatables and its employees/contractors, the right to enter said property for the delivery and return of the rented equipment at approximate times. All payments must be made at time of delivery. No refunds will be made after the equipment has been delivered. For jumpers, the lessee agrees to provide one electrical outlet rated at 115 volts with 20 amperes capacity per motor unit within 75 feet of each unit. No electrical cords are to be used. If the blower stops or the air pressure is low, **remove** all users immediately, and then check on the problem. Air tubes in the rear of the unit should be tied securely to the blower or tied off to prevent air from escaping. The electrical cord should be plugged into an outlet and be the only thing operating on that electrical circuit. Circuit breakers should also be checked. Customer is subject to an additional charge of \$20.00 for all service calls due to electricity.

General Rules for Safe Operation: Units must be operated over a smooth, compatible surface such as grass or hard top surface. The unit may NOT be operated on rough surfaces such as rocks, brick, glass, or any jagged objects. Unit cannot be moved by lessee after placed by Eastern Shore Inflatables employees/contractors. Unit MUST BE properly anchored prior to use. Unit will be anchored initially by Eastern Shore Inflatables employees/contractors and the anchors MUST NOT be removed during period of use. **Never** attempt to relocate, adjust or service a blower. **Never** use during high winds, gusty winds, thunderstorms or lightening. The unit can turn over in high winds, even if anchored, and this could result in severe injuries to the users. **Do not** resume use until adverse weather conditions have ceased. **Always** follow the manufacturers guidelines located on the unit itself.

Additional Safety Rules: **Before entering the unit,** have the users remove their shoes, eye glasses, belt buckles and any sharp objects. **Never** play, jump or enter a partially inflated/deflated unit. **Never** allow the users to climb or play on the outside or inside walls of the unit, columns, netting or roof of unit. **Always** follow the number of riders and rules posted on the unit itself. **Do not** plug or unplug the motor repeatedly as this will cause the unit to burn up and you will be responsible for any resulting damage. **Always** have an adult present, who has reviewed and understands both this contract and the rules posted on the unit itself, who can supervise the riders. **Never** allow the users to be unsupervised in or around the unit. **Never** allow more users than the maximum number of users per age group as described within this lease and on the unit itself. Never place a hose or water on or into the unit unless authorized by Eastern Shore Inflatables. **Do not** allow horseplay on, in, or around the unit. **Always** follow the directions for use on the unit itself.

Only children of the same age group are to play on the unit at the same time. The maximum number of users in each age group is as follows:

By Age	Under 5 years	6-8 years	9-13 years	Older Teens	Adults
Party Unit	8-10	8	6	4	2
Large Unit	12 -16	12	10	8	6
Slide Unit	6- 8	6	4	3	2

____ Lessee Initial

Additional Terms of Lease: Eastern Shore Inflatables is not responsible for bad weather, disruption of electrical service and/or unfavorable conditions that may arise and no charges or fees will be reimbursed as a result.

ABSOLUTELY NO silly string or similar items, such as, but not limited to, food, drinks, confetti, foam or trash, in or around the unit at any time !!! Silly string and like objects will cause permanent damage to the unit and lessee will be responsible for the full replacement value of the rented unit and/or assessed a \$75.00 cleaning fee if the unit is determined not to be permanently damaged. Lessee agrees **not** to operate the unit(s) in a manner contrary to this contract and the rules of use on each unit. If lessee operates the unit (s) in a manner contrary to the contract and rules of use on each unit, and the unit is damaged, Lessee agrees to pay the cost or repair or full replacement value of any damaged equipment or unit.

Lessee agrees that the equipment leased is for Lessee's own use and said equipment is not be loaned, sub-let, mortgaged or in any other manner disposed of by Lessee. Lessee further agrees to be liable for any loss of said equipment by reason of fire, theft, or any other cause.

Hold Harmless Provisions: Lessee agrees to indemnify and hold Eastern Shore Inflatables harmless from any and all claim, actions, suits, proceedings, costs, expenses, fees, damages and liabilities, including, but not limited to, reasonable attorney's fees and costs, arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the use of the leased equipment. This includes, but is not limited to, the manufacture, selection, delivery, possession, use, operation, or return of the equipment. Lessee hereby releases and holds harmless Eastern Shore Inflatables from injuries or damages incurred as a result of the use of the leased equipment. Eastern Shore Inflatables cannot, under any circumstances, be held liable for injuries as a result of inappropriate use, God, nature, or other conditions beyond its control or knowledge. Lessee also agrees to indemnify and hold harmless Eastern Shore Inflatables from any loss, damage, theft or destruction of the equipment during the term of the lease and any extensions thereof.

Disclaimer of Warranties: Eastern Shore Inflatables makes no warranty of any kind, either express or implied, as

to the condition of or performance of any leased equipment and Lessee agrees to **immediately** cease use of the equipment and contact Eastern Shore Inflatables if any of the lease equipment develops any indication defect or improper working conditions. Lessee agrees to use the equipment **at Lessees own risk**.

Breach/Indemnity/Arbitration: In the event that Lessee breaches any of the terms of this lease, that Lessee will pay for all consequential damages and further indemnify Eastern Shore Inflatables for all costs incurred by Eastern Shore Inflatables incurred in enforcing the terms of the lease or in defending any claim or lawsuit arising out of the operation of said equipment, including the amount of any judgment, attorney's fees and costs. If Eastern Shore Inflatables determines, within its own discretion, that Lessee has failed, in any way, to observe or comply with the conditions of this lease, Eastern Shore Inflatables may exercise any of the following remedies: termination of this agreement; reenter property and retake the equipment; declare any outstanding rent and charges immediately due and payable and initiate whatever legal proceedings necessary to recover said equipment or monies; and/or pursue any additional remedies available it by law. If a conflict arises, Eastern Shore Inflatables and Lessee will abide by the Alabama state laws and forgo filing a lawsuit to solve the dispute.

BY SIGNING MY NAME ON THIS CONTRACT I, BEING THE LESSEE, CONTACT PERSON, LESSEE REPRESENTATIVE, OR OTHER INDIVIDUAL ASSUMING THE ROLE OF LESSEE, ACKNOWLEDGE THAT I HAVE COMPLETELY READ AND UNDERSTAND THIS CONTRACT AND ANY AND ALL ACCOMPANIED ADDENDUM(S). I HAVE BEEN FULLY INSTRUCTED BY Eastern Shore Inflatables PERSONNEL AS A TRAINED OPERATOR FOR THE AFFORMENTIONED EQUIPMENT AND HAVE HAD ALL OF MY QUESTIONS ANSWERED TO MY SATISFACTION. I UNDERSTAND THAT I AM SOLEY RESPONSIBLE FOR ADHERING TO THE TERMS SET FORTH BY THIS RENTAL CONTRACT AGREEMENT AND ANY AND ALL ACCOMPANIED ADDENDUM(S).

SIGNATURE _____ PRINT NAME _____ DATE _____

******REMINDER: NO SILLY STRING OR CHEWING GUM. MINIMUM \$100 CLEANING FEE. SEVERE DAMAGE MAY RESULT IN RENTER PAYING FULL REPLACEMENT VALUE OF INFLATABLE. ******

CITY OF GAUTIER
Consent Agenda Item #8
Fact Sheet

Council Meeting:
Title:

November 5, 2019
Authorization to approve a three (3) year contract with Magellan Rx Management to provide pharmacy management services for the City of Gautier Self-Funded Employee Health Plan.

Introduced by:
Contact Person/Telephone

Teresa L Montgomery 497-8000

Summary Explanation: Authorization to approve a three (3) year contract with Magellan Rx Management to provide pharmacy management services for the City of Gautier Self-Funded Employee Health Plan.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2019

WHEREAS, CVS Caremark currently provides pharmacy management services for the City of Gautier Self-Funded Employee Health; and

WHEREAS, specialty drugs cost the plan in excess of \$50,000 in FY2019 and will continue to rise with the increased development and use of these drugs;

WHEREAS, Magellan Rx offers expanded management services designed to save the city money long term; and

WHEREAS, Magellan Rx is determined to provide additional benefits and services specifically related to specialty drugs that would be beneficial in effectively lowering costs for both employees and the city; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the approval of a three (3) contract with Magellan Rx Management to provide pharmacy management services for the City of Gautier Self-Funded Employee Health Plan is hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 5, 2019.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: LaKeisha Hill, Human Resources Generalist
Date: 10/28/2019
Subject: Pharmacy Services

REQUEST:

Approve three (3) year contract with Magellan Rx Management to provide pharmacy management services for the City of Gautier Self-Funded Employee Health Plan.

BACKGROUND:

Pharmacy services in the plan are currently provided by CVS Caremark. Magellan Rx offers expanded management services designed to save the plan money long term.

DISCUSSION:

Renewal discussions for this plan year included the proposed change in pharmacy plans. The pharmacy plan year will end in December. Magellan Rx will pick up in January.

Magellan Rx was determined to provide additional benefits and services specifically related to specialty drugs that would be beneficial in effectively lowering costs for both employees and the City.

Specialty Drugs cost the plan in excess of \$50,000 in FY 2019. These cost will continue to rise with the increased development and use of these drugs.

RECOMMENDATION:

It is recommended the Gautier City Council approve the pharmacy benefits management financial proposal with Magellan Rx Management for a three (3) year term.

ATTACHMENTS:

1. Consent Agenda Item 8 - Magellan Rx Management Proposal



**Magellan Rx Management
Pharmacy Benefits Management Services**

City of Gautier- Traditional/Precision
Plus

Effective Date: January 01, 2020

Kimberly James, Account Manager II

Magellan Rx Management
15950 North 76th Street, Suite 200
Scottsdale, Arizona 85260
(480) 624-9400



Pharmacy Benefits Management Financial Proposal for City of Gautier- Traditional/Precision Plus

Magellan Rx Management offers a competitive network built on strong partnering relationships with our member pharmacies, which includes approximately 66,000 pharmacies nationwide. We constantly strive to deliver access, flexibility, and coverage options that make sense to benefit providers. Our comprehensive financial proposal is provided below.

Traditional Pricing Guarantees	
Retail Network Pricing 1 - 83 Days' Supply at Retail	
Brands	AWP - 18.50%, plus \$0.90 dispensing fee
Generics	AWP - 83.00%, plus \$0.90 dispensing fee
Administrative Fee per Rx	\$1.00 per claim
Retail Network Pricing > 83 Days' Supply at Retail	
Brands	AWP - 21.00%, plus \$0.25 dispensing fee
Generics	AWP - 83.00%, plus \$0.25 dispensing fee
Administrative Fee per Rx	\$1.00 per claim
Mail Service	
Brands	AWP - 24.00%, plus \$0.00 dispensing fee
Generics	AWP - 84.00%, plus \$0.00 dispensing fee
Administrative Fee per Rx	\$1.00 per claim
Specialty Rx	
Discounts	Discounts vary by product
Dispensing Fees	Pass Through - Specialty
Administrative Fee per Rx	\$1.00 per claim
Precision Plus Formulary	
Rebates	\$151.88 per Retail 30 Brand \$431.20 per Retail 90 Brand \$596.80 per Mail Brand \$1518.06 per Specialty Brand

Please Note: Due to limited distribution agreements conducted by manufacturers, a small number of specialty products are not available at the exclusive pricing schedule. Rebate estimates are based on our book of business utilization and may vary dependent upon your actual drug mix.

MagellanRx

MANAGEMENTSM

Prescription Benefits Management Services At No Additional Fee

Administrative	
Members Customer Services	Electronic Claims Processing
Eligibility notification: - Electronic/on-line submission - FSA Feeds	Coordination of Benefits (COB): Standard Process (reject for primary carrier, electronic only)
Plan Setup	Software Training for Access to Our On-Line System(s)
Pharmacy Network	
Pharmacy Help Desk	Pharmacy Audit Recoveries
Real-time Pharmacy Audit	Network Development Upon Request
Mail Service	
Benefit Education	Prescription Delivery—standard carrier delivery
Reporting Services	
Web-based Client Reporting— produced by Plan Sponsor	Ad hoc desktop reports
Additional Reports: - Billing Reports - Annual Account Review and Strategic Action Plan	Claims detail extract file electronic (NCPDP format)
Web Site	
MagellanRx.com—Clients: Access to reporting tools, eligibility update capability, contact directory, sales and marketing information, and benefit and enrollment support	MagellanRx.com—Members: Access to benefit, formulary, health and wellness information; prescription ordering capability; and customer service
Implementation Package and Member Communications	
Member Packets and Communications: Mailed to sponsor	



Clinical Management and Cost Containment Strategies at No Additional Fee

Web-based Member, Physician and Pharmacist Education

Concurrent Drug Utilization Review—Point-of-service edits for the most important drug- and member-specific pharmaceutical care issues.

Product Selection

Support appropriate selection of cost-effective medications through active interventions.

Drug Quantity Management

Ensures that the quantity supplied in each prescription remains consistent with clinical dosing guidelines and Plan Sponsor's benefit design—Standard List

High Utilizer and Cost Management Report

Identifies members who are at high risk for hospitalization or increased medical/pharmacy cost. Drug/utilization targeting report including member detail.

Prior Authorization-Administrative Overrides

Manage plan benefits and drug costs by ensuring appropriate prescribing and use by members:

- Non-clinical PA
- Lost/stolen overrides
- Vacation supplies

Emerging Therapeutic Issues Management

Rapid communication to alert physicians, members, and clients about significant patient-safety related issues (drug withdrawals, black box warnings, and class I recalls).

Proactively alerts our clients to new drugs that are anticipated to have a significant impact on pharmacy cost.

Step Therapy

Intervention designed to support use of less expensive and clinically appropriate medications at the point of service.

Magellan Rx

MANAGEMENTSM

Additional Services	Fee
Member Packets:	
• Mailed directly to Members	\$1.25/member address + postage
• ID Cards	\$0.25/card Rx Only; \$0.50/card Rx + Medical
• Customized materials	Priced upon request
Retrospective DUR	
Periodic physician communication targeting multiple utilization issues:	Included
• Drug-Drug Interactions	
• Drug-Patient Interactions	
• Drug-Disease Interactions	
• Drug-Pregnancy Interactions	
• Drug Overutilization	
• Drug Underutilization	
• Duplicate Therapy	
• Dose Optimization (over 110 drugs included)	
• Addictive Substances (including Oxycontin, Morphine, Fentanyl)	
Prior Authorization—Basic List	\$35 per pharmacist-mediated PA
Intervene to support appropriate use at the point of service through pre-established clinical criteria.	
Prior Authorization—Specialty Drug Products	\$35 per pharmacist mediated PA
E-prescribing	\$0.16 per eligibility check
Member Submitted Paper Claims Processing	\$1.50/claim + postage
Custom Ad Hoc Reporting	\$195 per hour
Grievances & Appeals	\$100 per case



Proposal Date: October 29, 2019

Notes and Definitions

- Quoted fees and services are valid for 90 days from the proposal date and require a 3-year contract.
- Pricing will be effective on the date provided or upon execution of contract, whichever is later, and is contingent upon Magellan Rx Management as the preferred provider of Pharmacy Benefit Management (PBM) services.
- Magellan Rx Management reserves the right to amend the pricing proposal set forth herein if there is a material change in the number of persons included in the prescription drug program or any material change in the benefit plan from that which was originally presented to Magellan Rx Management and upon which this proposal is based.
- Direct member reimbursement (DMRs) claims and compounded drug claims are excluded from rates.
- Maximum Allowable Cost or MAC means the price for certain generic drugs which is equivalent to a discount off of AWP up to 90%. Magellan Rx Management, in its sole discretion, determines and periodically updates the MAC list to reflect changes in generic drug prices. Approximately 95% of generic claims pay at the Magellan Rx Management MAC price or better.
- Magellan Rx Management claims process at the lower of AWP discount, MAC pricing, Submitted price or U & C. Sponsor acknowledges its requirement to adopt the applicable Magellan Rx Management Formulary and the formulary support programs in order to be eligible for rebates. Under the Precision Plus formulary, certain drugs in certain Therapeutic class are excluded from coverage.
- Rebates are paid only upon receipt of a signed contract. Magellan Rx Management reserves the right to renegotiate in good faith rates, fees, and guarantees if membership, utilization, market conditions or legislation varies materially from the time this quote was provided.
- Mail service rates exclude specialty and certain non-specialty injectable products. Generic discounts exclude high cost generic drugs with a monthly cost of at least \$600.
- Extended days supply rates at participating pharmacies only.
- Employers and employer owned pharmacies who have contracts for rebates with drug manufacturers or are part of a purchasing group that have contracts for rebates with drug manufacturers are not eligible for rebates or other manufacturer incentives through Magellan Rx Management.
- Retail Network Pricing > 83 Days' Supply rates only apply at contracted pharmacies within the 90 day retail network



The terms and conditions of this proposal are accepted by:

Magellan Rx Management

**City of Gautier- Traditional/Precision Plus
QUO-22036-C8L3H7**

By _____

By _____

Printed Name _____

Printed Name _____

Title _____

Title _____

Date _____

Phone _____

Fax _____

Date _____

CITY OF GAUTIER
Consent Agenda Item #9
Fact Sheet

Council Meeting:
Title:

November 5, 2019
Authorization to enter into FY2020 Tidelands Grant Agreement – Mary Walker Bayou Parks Project (FY20-P618-01)

Introduced by:
Contact Person/Telephone

April Havens 497-8000 ext. 315

Summary Explanation: Authorization to enter into a grant agreement with the Mississippi Department of Marine Resources (MDMR) for FY2020 Tidelands funding for the Mary Walker Bayou Parks Project in the amount of \$250,000.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

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

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

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

Action Taken

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

ORDER NUMBER 000-2019

WHEREAS, on October 25, 2019, the City of Gautier received a Tidelands Grant Agreement from the Department of Marine Resources for a FY2020 Tidelands grant award in the amount of \$250,000 for the Mary Walker Bayou Parks Project; and

WHEREAS, the goal of the Mary Walker Bayou Parks Project is to provide innovative public access opportunities to the general public for recreational activities, and this goal can be met through continued work to build amenities at City Park and Town Commons Park; and

WHEREAS, in order to utilize these funds, the City must enter the attached agreement; and

WHEREAS, the Mayor and Council Members find that entering into this agreement is in the best interest of the City of Gautier;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to enter into a grant agreement with Mississippi Department of Marine Resources (MDMR) for FY2020 Tidelands funding for the Mary Walker Bayou Parks Project in the amount of \$250,000.00.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 5, 2019.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants Administrator
Date: 10/29/2019
Subject: FY2020 Tidelands Grant Agreement - Mary Walker Bayou Parks Project (FY20-P618-01)

REQUEST:

The Grants and Projects Department requests City Council authorization to enter into a grant agreement with the Mississippi Department of Marine Resources (MDMR) for FY2020 Tidelands funding for the Mary Walker Bayou Parks Project in the amount of \$250,000.

BACKGROUND:

On October 25, 2019, the City of Gautier received a Tidelands Grant Agreement from the Department of Marine Resources for a FY2020 Tidelands grant award in the amount of \$250,000.00 for the Mary Walker Bayou Parks Project. This project, which affects Town Commons and City Park, was previously known as the City Park Community Center Phase III Project and has been ongoing for several years.

DISCUSSION:

The goal of this project is to provide innovative public access opportunities to the general public for recreational purposes. This goal can be met through continued work to build amenities at City Park and Town Commons Park.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize entering into a grant agreement with the Mississippi Department of Marine Resources (MDMR) for FY2020 Tidelands funding for the Mary Walker Bayou Parks Project in the amount of \$250,000.

The City Council may:

- 1) Approve entering into a grant agreement with the Mississippi Department of Marine Resources (MDMR) for FY2020 Tidelands funding for the Mary Walker Bayou Parks Project in the amount of \$250,000; or
- 2) Not approve entering into a grant agreement with the Mississippi Department of Marine Resources (MDMR) for FY2020 Tidelands funding for the Mary Walker Bayou Parks Project in the amount of \$250,000.

ATTACHMENTS:

1. Award Letter and Grant Agreement
2. Consent Agenda Item 9 - Authorization to enter into FY2020 Tidelands Grant Agreement – Mary Walker Bayou Parks Project (FY20-P618-01)



STATE OF MISSISSIPPI

Phil Bryant
Governor

MISSISSIPPI DEPARTMENT OF MARINE RESOURCES

Joe Spraggins, Executive Director

October 23, 2019

Mayor Phil Torjusen
3330 Highway 90
Gautier, MS 39553

Re: Tidelands Grant Award –Gautier’s Mary Walker Bayou Parks Project

Dear Mayor Torjusen:

I am pleased to announce the City of Gautier has been awarded a Public Trust Tidelands grant for the above referenced project by the Mississippi Legislature. This award was authorized during the 2019 Mississippi Legislative session. See attached 2020 Grant Agreement for the above referenced project. Please sign and return al original to Sonja Slater, Tidelands Coordinator.

Thank you for making the Mississippi Gulf Coast a better place to live and work. Please feel free to contact me at any time should the Mississippi Department of Marine Resources be of service to you, (P)228-523-4011 or joe.spraggins@dmr.ms.gov.

In appreciation,


Joe Spraggins
Executive Director

cc: April Stennett

**MISSISSIPPI DEPARTMENT OF MARINE RESOURCES****Tidelands Grant Agreement
City of Gautier
FISCAL YEAR 2020**

City of Gautier hereby agrees to expend funds as authorized by the Mississippi Legislature in H.B. 1656 2019 Regular Session and Mississippi Code Section 29-15-9.

The Mississippi Department of Marine Resources will disburse funds in the amount of **\$ 250,000.00** for the Gautier's Mary Walker Bayou Parks Project, upon (1) receipt of this signed document; (2) MDMR possession of amended application with complete and final project designs and plans; (3) release of funds from the Mississippi Department of Finance and Administration; and (4) availability of said funds. The Mississippi Department of Marine Resources shall make progress payments in installments based on work completed and material used in the performance of a Tidelands project only after receiving written verification using Form TTF-3 (Attachment 1) and Form TTF-4 or Form TTF-5.

The **City of Gautier** agrees to:

- 1) Expend monies for the project as designated by the Legislature in H.B. 1656 2019 Regular Session Gautier's Mary Walker Bayou Parks Project and Mississippi Code Section 29-15-9 and be subject to an audit by the State Auditor.
- 2) Provide the Department of Marine Resources with detailed reports beginning January 31, 2020, and every six months thereafter for the duration of project, using the attached form TTF-4 (Attachment 2). Project reports will include:
 - Final project design and budget
 - Benefits to the public and community
 - Visual presentation (photographs) of project
 - Narrative description of project
 - Description of Work Completed
 - Milestones for Completion
 - Funds expended (to include Tidelands and Matching Funds)
- 3) Provide the Department of Marine Resources with a Notification of Completion – TTF-5 (to be included in final payment request-Form TTF-3) to include a detailed final report of entire project, using the attached forms (Attachment 3).
- 4) Erect a prominent, permanent sign to be displayed at all funded public access and construction related projects. The sign shall read "Funds for this project appropriated by the Mississippi Legislature, 2020 Tidelands Trust Fund, through the Secretary of State, Delbert Hosemann, and the Mississippi Department of Marine Resources."

On behalf of the **City of Gautier** I have read, understand, and agree to all terms listed above, and recognize that failure to comply with any portion of this Grant Agreement could jeopardize the receipt of any future Tidelands Trust Funds Appropriations.


Joe Spraggins, Executive Director
Department of Marine Resources

10-19-19
Date

Phil Torjusen, Mayor
City of Gautier

Date

CITY OF GAUTIER
Consent Agenda Item #10
Fact Sheet

Council Meeting:
Title:

November 5, 2019
Authorization to enter into FY2020 Tidelands Grant Agreement – Shepard State Park Upgrades Project (FY20-P618-02)

Introduced by:
Contact Person/Telephone

April Havens 497-8000 ext. 315

Summary Explanation: Authorization to enter into a grant agreement with the Mississippi Department of Marine Resources (MDMR) for FY2020 Tidelands funding for the Shepard State Park Upgrades Project in the amount of \$250,000.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

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

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

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

Action Taken

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

ORDER NUMBER 000-2019

WHEREAS, on October 25, 2019, the City of Gautier received a Tidelands Grant Agreement from the Department of Marine Resources for a FY2020 Tidelands grant award in the amount of \$250,000 for the Shepard State Park Upgrades Project; and

WHEREAS, the goal of the Shepard State Park Upgrades Project is to provide innovative public access opportunities to the general public for recreational purposes, and this goal can be met through continued work to build amenities at Shepard State Park; and

WHEREAS, in order to utilize these funds, the City must enter the attached agreement; and

WHEREAS, the Mayor and Council Members find that entering into this agreement is in the best interest of the City of Gautier;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to enter into a grant agreement with Mississippi Department of Marine Resources (MDMR) for FY2020 Tidelands funding for the Shepard State Park Upgrades Project in the amount of \$250,000.00.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 5, 2019.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants Administrator
Date: 10/29/2019
Subject: FY2020 Tidelands Grant Agreement – Shepard State Park Upgrades (FY20-P618-02)

REQUEST:

The Grants and Projects Department requests City Council authorization to enter into a grant agreement with the Mississippi Department of Marine Resources (MDMR) for FY2020 Tidelands funding for the Shepard State Park Upgrades Project in the amount of \$250,000.

BACKGROUND:

On October 25, 2019, the City of Gautier received a Tidelands Grant Agreement from the Department of Marine Resources for a FY2020 Tidelands grant award in the amount of \$250,000.00 for the Shepard State Park Upgrades Project.

DISCUSSION:

The goal of this project is to provide innovative public access opportunities to the general public for recreational purposes. This goal can be met through continued work to build amenities at Shepard State Park.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize entering into a grant agreement with the Mississippi Department of Marine Resources (MDMR) for FY2020 Tidelands funding for the Shepard State Park Upgrades Project in the amount of \$250,000.

The City Council may:

- 1) Approve entering into a grant agreement with the Mississippi Department of Marine Resources (MDMR) for FY2020 Tidelands funding for the Shepard State Park Upgrades Project in the amount of \$250,000; or
- 2) Not approve entering into a grant agreement with the Mississippi Department of Marine Resources (MDMR) for FY2020 Tidelands funding for the Shepard State Park Upgrades Project in the amount of \$250,000.

ATTACHMENTS:

1. Award Letter and Grant Agreement
2. Consent Agenda Item 10 - Authorization to enter into FY2020 Tidelands Grant Agreement – Shepard State Park Upgrades Project (FY20-P618-02)



STATE OF MISSISSIPPI

Phil Bryant
Governor

MISSISSIPPI DEPARTMENT OF MARINE RESOURCES

Joe Spraggins, Executive Director

October 23, 2019

Mayor Phil Torjusen
3330 Highway 90
Gautier, MS 39553

Re: Tidelands Grant Award – Shepard State Park Upgrades

Dear Mayor Torjusen:

I am pleased to announce the City of Gautier has been awarded a Public Trust Tidelands grant for the above referenced project by the Mississippi Legislature. This award was authorized during the 2019 Mississippi Legislative session. See attached 2020 Grant Agreement for the above referenced project. Please sign and return an original to Sonja Slater, Tidelands Coordinator.

Thank you for making the Mississippi Gulf Coast a better place to live and work. Please feel free to contact me at any time should the Mississippi Department of Marine Resources be of service to you, (P)228-523-4011 or joe.spraggins@dmr.ms.gov.

In appreciation,


Joe Spraggins
Executive Director

cc: April Stennett

**MISSISSIPPI DEPARTMENT OF MARINE RESOURCES****Tidelands Grant Agreement
City of Gautier
FISCAL YEAR 2020**

City of Gautier hereby agrees to expend funds as authorized by the Mississippi Legislature in H.B. 1656 2019 Regular Session and Mississippi Code Section 29-15-9.

The Mississippi Department of Marine Resources will disburse funds in the amount of **\$ 250,000.00** for the Shepard State Park Upgrades, upon (1) receipt of this signed document; (2) MDMR possession of amended application with complete and final project designs and plans; (3) release of funds from the Mississippi Department of Finance and Administration; and (4) availability of said funds. The Mississippi Department of Marine Resources shall make progress payments in installments based on work completed and material used in the performance of a Tidelands project only after receiving written verification using Form TTF-3 (Attachment 1) and Form TTF-4 or Form TTF-5.

The **City of Gautier** agrees to:

- 1) Expend monies for the project as designated by the Legislature in H.B. 1656 2019 Regular Session Shepard State Park Upgrades and Mississippi Code Section 29-15-9 and be subject to an audit by the State Auditor.
- 2) Provide the Department of Marine Resources with detailed reports beginning January 31, 2020, and every six months thereafter for the duration of project, using the attached form TTF-4 (Attachment 2). Project reports will include:
 - Final project design and budget
 - Benefits to the public and community
 - Visual presentation (photographs) of project
 - Narrative description of project
 - Description of Work Completed
 - Milestones for Completion
 - Funds expended (to include Tidelands and Matching Funds)
- 3) Provide the Department of Marine Resources with a Notification of Completion – TTF-5 (to be included in final payment request-Form TTF-3) to include a detailed final report of entire project, using the attached forms (Attachment 3).
- 4) Erect a prominent, permanent sign to be displayed at all funded public access and construction related projects. The sign shall read "Funds for this project appropriated by the Mississippi Legislature, 2020 Tidelands Trust Fund, through the Secretary of State, Delbert Hosemann, and the Mississippi Department of Marine Resources."

On behalf of the **City of Gautier** I have read, understand, and agree to all terms listed above, and recognize that failure to comply with any portion of this Grant Agreement could jeopardize the receipt of any future Tidelands Trust Funds Appropriations.

A handwritten signature in blue ink, appearing to read "Joe Spraggins", is written over a horizontal line.

Joe Spraggins, Executive Director
Department of Marine Resources

10-19-19
Date

Phil Torjusen, Mayor
City of Gautier

Date

CITY OF GAUTIER
Consent Agenda Item #11
Fact Sheet

Council Meeting:
Title:

November 5, 2019
Authorization to accept a 2019 Homeland Security Grant through the Mississippi Department of Public Safety, Office of Homeland Security.

Introduced by:
Contact Person/Telephone

April Havens 497-8000 ext. 315

Summary Explanation: Authorization to accept a 2019 Homeland Security Grant through the Mississippi Department of Public Safety, Office of Homeland Security.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2019

WHEREAS, the State Homeland Security Grant Program (SHSGP) is used for law enforcement terrorism prevention program initiatives and is administered by the Mississippi Office of Homeland; and

WHEREAS, the State Homeland Security Grant Program (SHSGP) is used to aid in the training of emergency first responders, the purchase of equipment for combating and preventing terrorist acts and for planning, and exercise; and

WHEREAS, the SHSGP funds are also used for management, administration and the development of Citizen Corps projects at the local level; and

WHEREAS, the City of Gautier applied for the Homeland Security grant on behalf of the Gautier Police Department. The grant will provide portable radios for officers to replace old and outdated equipment; and

WHEREAS, the total program budget is \$41,000, and this grant does not require a local match.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the City is hereby authorized to accept a 2019 Homeland Security Grant from the Mississippi Department of Public Safety, Office of Homeland Security.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi,
at the meeting of November 5, 2019.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants Administrator
Date: 10/29/2019
Subject: Acceptance of a 2019 Homeland Security Grant through the Mississippi Department of Public Safety, Office of Homeland Security

REQUEST:

The Grants and Projects Department requests City Council authorization to accept a 2019 Homeland Security Grant from the Mississippi Department of Public Safety, Office of Homeland Security, to execute the required grant agreements and special conditions, and to execute other required grant attachments.

BACKGROUND:

The State Homeland Security Grant Program (SHSGP) is used for law enforcement terrorism prevention program initiatives and is administered by the Mississippi Office of Homeland Security. These grant funds are to be used to safeguard Mississippi's citizens from terrorist activities and are specifically designed to aid in the prevention efforts before such events can take place.

The money attained through the SHSGP is used to aid in the training of emergency first responders, the purchase of equipment for combating and preventing terrorist acts and for planning, and exercise. The SHSGP funds are also used for management, administration and the development of Citizen Corps projects at the local level. Every year, the Mississippi Office of Homeland Security allocates available funds to local jurisdictions and state agencies.

DISCUSSION:

The City of Gautier applied for the Homeland Security grant on behalf of the Gautier Police Department. The grant will provide portable radios for officers to replace old and outdated equipment. The total program budget is \$41,000. This grant does not require a local match.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize accepting a 2019 Homeland Security Grant from the Mississippi Department of Public Safety, Office of Homeland Security, to execute the required grant agreements and special conditions, and to execute other required grant attachments.

The City Council may:

- 1) Approve acceptance of the grant award and authorize execution of required attachments as presented; or
- 2) Not approve acceptance of the grant award as presented.

ATTACHMENTS:

1. Designation of Subrecipient Grant Administrator Form
2. Cooperative Agreement
3. Award Letter, Subrecipient Grant Agmt, Grant Recipient Agmt, and Special Conditions

Designation of Sub-recipient Grant Administrator (SGA) STATE HOMELAND SECURITY PROGRAM

The following person is officially appointed to represent your jurisdiction as the *Sub-recipient* Grant Administrator (SGA) and is hereby duly authorized to fulfill the terms of this Cooperative Agreement during the performance period on behalf of the *Sub-recipient*.

Name: _____ Title: _____
(Sub-recipient Grant Administrator)

Organization Name: _____

Mailing Address: _____

City: _____ Zip Code _____

Telephone Number: () _____ Fax Number: () _____

Cellular Number: () _____ Pager Number: () _____

Email Address: _____

Appointed by: _____ Date: _____
(Print Name)

Signature: _____ Title: _____

**STATE OF MISSISSIPPI
AND
GOVERNOR PHIL BRYANT**



**HOMELAND SECURITY
COOPERATIVE AGREEMENT**

Between

CITY OF GAUTIER POLICE DEPARTMENT

AND

MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY



HOMELAND SECURITY COOPERATIVE AGREEMENT (CA)

On behalf of Governor Phil Bryant, this Cooperative Agreement is entered into between the Department of Public Safety, Office of Homeland Security, hereto referred to as *Recipient*, and the City of Gautier Police Department hereto referred to as Sub-recipient.

Article I. Purpose

The purpose of this Cooperative Agreement (CA) is to utilize 100% federal funding (no match required) provided through FEMA, U.S. Department of Homeland Security to enhance capabilities within the State of Mississippi to respond to acts of domestic and international terrorism including the use of weapons of mass destruction. The Department of Public Safety, Office of Homeland Security will accomplish this by prioritizing and facilitating the delivery and use of federal financial assistance as identified in the published Office for Domestic Preparedness Homeland Security Grant Program Guidance (attached). This enables the Sub-recipient to exercise management discretion and control in achieving the specified objectives of this Cooperative Agreement within the State of Mississippi. It is intended that this partnership will result in the development of a competent and sustainable system designed to provide prevention/deterrence and emergency response to a potential terrorism event within the State.

Article II. Budget Narrative

The objectives outlined within the performance period of this Cooperative Agreement will be supportive of the priorities defined in the State Homeland Security Three-Year Strategic Plan in the form of equipment, planning, training, exercise, management and administration funding and shall be in compliance with FEMA Homeland Security Grant Program Guidance.

Article III. Period of Performance

The period of performance for this Cooperative Agreement shall begin on the date of acceptance of the **SUBRECIPIENT AWARD** execution and shall continue through the period of SUBRECIPIENT AWARD unless terminated by the Department of Public Safety. Future SUBRECIPIENT AWARDS for supporting the requirements of the jurisdiction may be awarded under the terms of this agreement through additional sub grants so long as all signatory officials remain unchanged.

Article IV. Reports

The Quarterly Report and financial reports: Request for reimbursement is due within 30 days after each reporting quarter: 1st Quarter, October-December, 2nd Quarter, January-March; 3rd Quarter, April-June; 4th Quarter, July-September.

The Quarterly and Progress reports must be submitted so that progress can be tracked and outcomes evaluated.

Article V. Roles and Responsibilities

A. Local Sub recipient General Guidance

1. The local *Sub-recipient* shall develop and improve their capability to combat the affects of a terrorism event. This is accomplished through the purchase of specialized equipment as identified in the published OJP selected equipment list or support of planning, exercises or training activities associated with the prevention, response or recovery from terrorism incidents.
2. The chief elected official is responsible for committing to the terms of this CA, budgeting local funds to purchase equipment or support jurisdictional exercise, training and planning efforts for executing this CA on behalf of the Sub-recipient's jurisdiction.
3. The Sub-Recipient shall designate a *Sub-recipient* public official as the Sub-recipient Grant Administrator (SGA) for developing and attaching the CA scope of work to Appendices A & B, obtaining project approval from respective officials, reporting, submitting applications to Recipient, equipment distribution, training, and obtaining and submitting supporting documentation and requests for reimbursement on behalf of the Sub-recipient to *Recipient* for repayment. **The SGA shall be responsible for reporting to the Mississippi Office of Homeland Security (MSOHS) via the Biannual Strategy Implementation Report (BSIR)**

B. Local Homeland Security Program Guidance

The Homeland Security Grant Program (HSGP) through the State Homeland Security Program (SHSP) provides funds for homeland security and emergency operations planning; the purchase of specialized equipment to enhance the capability of State and local agencies to prevent, respond to, and mitigate incidents of terrorism involving the use of chemical, biological, radiological, nuclear, and explosive (CBRNE) weapons and cyber attacks; for costs related to the design, development, and conduct of a State CBRNE and cyber security training programs and

attendance at ODP-sponsored CBRNE training courses; for costs related to the design, development, conduct, and evaluation of CBRNE and cyber security exercises; and for costs associated with implementing State Homeland Security Assessments and Strategies (SHSAS). See Annex A (Local Homeland Security Program) for specific guidance, policies, and reporting requirements.

C. State *Recipient*

1. The *Recipient* shall be the Department of Public Safety, Office of Homeland Security, acting on behalf of the State of Mississippi.
2. The Commissioner of the Department of Public Safety (DPS) or the Commissioner's Designee is the state signatory official and shall be the principal state official responsible for committing the state to the terms of this agreement. The DPS Commissioner, or his designee acting in the absence of the Commissioner, will exercise final approval authority of all *Sub-recipient* applications, grant awards, allocations, and requests for reimbursements and for ensuring overall *Recipient* administration.
3. The DPS, Office of Homeland Security, is designated the Recipient Point-of- Contact (POC) for assisting the *Sub-recipient* in developing the authorized equipment purchase list, specialized training requirements, and for providing overall day-to-day program management.

D. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms

The SAA will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps will include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration, the Minority Business Development Agency of the Department of Commerce and MS Development Authority Office of Minority Business.

6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Article VI. Funding Consideration

The *Recipient* POC will receive and review *Sub-recipient's* application and forward to the SAA Director for approval. After approval the *Recipient* will issue a sub-recipient award letter, which authorizes the *Sub-recipient* to expend local funds and be reimbursed pursuant to the terms of this CA. **Local funds expended prior to the date of the award letter are not authorized to be reimbursed.**

When the *Sub-recipient* has expended funds awarded, the SGA will prepare and submit a Request for Reimbursement to the *Recipient POC*. This request shall contain all appropriate supporting documentation to substantiate expenses made in accordance with all applicable requirements. The *Recipient POC* will review the reimbursement package for completeness and forward to the *Recipient* Office of the Comptroller for payment.

- A. The *Recipient* will not be liable under this Agreement for any amount greater than the award allocated by the Office for Domestic Preparedness to the State for the grant performance period.
- B. No cost or obligation shall be incurred by the *Recipient* under this Agreement unless and until the *Recipient* advises the *Sub-recipient* in writing that the application has been approved and funds are available.
- C. Reimbursement will be made by the *Recipient* to the *Sub-recipient* based on the **Mississippi Sub-recipient Reporting Worksheet**. Required documentation must accompany the worksheet.
- D. Reimbursement is contingent upon the funds being expended in accordance with all applicable local and state regulations, as well as Federal regulations, policies, guidelines, and submission for reimbursement made in accordance with the SAA's grant policies and procedures manual.
- E. *Sub-recipient's* requests for advance of funds to support purchases of equipment or other expenditures must be requested in writing to the recipient POC explaining the justification for the request. Reasons, i.e., shortage of local funds or items not contained in current annual jurisdictional budget must be accompanied by purchase orders.
- F. *Sub-recipient's* Request for Reimbursement and other required financial reports will be submitted to the *Recipient* with a copy of all receipt(s) or invoices showing that authorized equipment or other expenditures such as personnel, supplies, etc. has been paid for in-full by *Sub-recipient* and attached to an approved grant application.

Article VII. Maintenance, Replacement costs and Use of Equipment, Sell & Disposal

- A. Equipment purchased under the terms of this CA will be stored, maintained and used in accordance with the purpose and objectives of this Cooperative Agreement. The equipment may be used for terrorism training and exercise purposes and in response to an actual terrorism event. If the equipment is used in response to a non-terrorist related event, then any maintenance or replacement costs will be the sole responsibility of the *Sub-recipients*.
- B. The sub-recipient is required to maintain an equipment inventory list that contains the following information: equipment description, identification/serial number, title holder, acquisition date, cost, percentage of federal funds used in the cost, location, use and condition, and disposition date.
- C. Instructions on how to sell and/or dispose of equipment, please visit our website at www.homelandsecurity.ms.gov. (Click on the tab Grants / Grant Forms)

Article VIII. Nonperformance

Failure by the *Sub-recipient* to comply with the terms of this Cooperative Agreement may result in suspension from the program and loss of any outstanding grant fund allocation balance, as determined by the *Recipient*. Failure to expend all grant funds awarded (by date stated on Awards Letter) and to comply with Recipient request and guidelines will result in the reallocation of unspent grant funds and the immediate redistribution of all equipment purchased with grant funds. In addition, the failure to maintain adequate response capability (as determined by the MOHS) will also result in the reallocation of grant funds and the immediate redistribution of all equipment purchased with grant funds.

Article IX. Administrative Provisions

The *Recipient* and *Sub-recipient* agree to carry out the administrative and financial requirements of this Agreement in accordance with the policies and procedures established by FEMA and set forth in other applicable state and federal guides. The Biannual Strategy Implementation Report (BSIR) will update information on obligations, expenditures, and progress made on activities and will include an update of all information submitted in that report.

C. Other Provisions

1. Nothing in this agreement is intended to conflict with current laws or regulations of Mississippi or your jurisdiction. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
2. Sub-recipient is required to ensure that grant monies are used to support all Emergency Service related agencies and departments, specifically law enforcement, fire and rescue. Senior officials of these agencies must sign this agreement and familiarize themselves with the rules and regulations governing each grant program. They are encouraged to work together in determining and prioritizing their needs and requirements prior to submitting their plan.
3. If the sub-recipient (organization/jurisdiction) expends \$750,000 or more in federal funds (from all sources including pass-through sub awards) in the sub-recipient's (organization/jurisdiction) fiscal year (12-month turnaround reporting period) is required to have a single organization/jurisdiction wide audit conducted in accordance with 2 CFR 200.
4. All final requests for reimbursement must be received in the Mississippi Office of Homeland Security no later than 45 days after the period of performance.
5. Sub-recipient is required to complete EHP Review as required for Equipment Purchases and any type of Construction.
6. All sub-recipients (and or jurisdictions) must also maintain membership in the Emergency Management Assistance Compact (EMAC) to facilitate the mutual aid of capabilities in order to be eligible for Department of Homeland Security (DHS) grant funding and reimbursement of DHS grant funds.
7. **Effective October 1, 2010 ALL sub-recipients are required to have and furnish a Dun and Bradstreet Data Universal Numbering System (DUNS) number to the Mississippi Office of Homeland Security as a component of the Article IX. A DUNS number is the nine digit number established and assigned by Dun and Bradstreet, Inc (D&B) to uniquely identify business entities. If your jurisdiction does not have a DUNS number, one may be obtained from D&B by**

telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

NO GRANT AWARD LETTER WILL BE ISSUED WITHOUT THE SUB RECIPIENT HAVING A DUNS NUMBER.

Article X. Monitoring

A. Management Decision

Management will evaluate audit findings, questioned costs and corrective action plans. The issuance of a written decision will be issued to the sub-recipient, which will entail whether or not the audit finding is sustained; the reasons for the decision; the expected action of the sub-recipient to repay any disallowed costs, make financial adjustments or take other actions; the reference number(s) the auditor assigned to each audit finding; and a description of any appeal process available to the sub-recipient regarding the management decision, as required by 2 CFR 200.521. If the sub-recipient has not completed corrective action, a timetable follow-up will be given.

B. Audit Review Follow-Up

- Contacts sub-recipient(s) for additional information as needed.
- Determines course of action for federal program audit findings, financial statement audit findings, negative disclosures (such as financial capacity concerns) and schedule of expenditures of federal awards deficiencies. Depending on the issue or combination of issues, procedures may be modified to ensure efficient and effective resolution.
- Updates the status of each audit review until all follow-up actions are completed and the file is closed.

Article XI. Execution

IN WITNESS WHEREOF, the parties names herein have duly executed this Cooperative Agreement on the date set forth below:

SUBRECIPIENT: CITY OF GAUTIER POLICE DEPARTMENT ATTEST:

By: _____ Date: _____
Authorized Official

DUNS Number: _____

APPROVED: State of Mississippi

By: Jerry Williams Date: _____
Executive Director
Mississippi Office of Homeland Security

**LAW ENFORCEMENT TERRORISM PREVENTION
GRANT PROGRAM**

LOCAL HOMELAND SECURITY PROGRAM FISCAL YEAR 2019

TOTAL AWARD: \$41,000.00

Allowable Equipment Costs

Allowable equipment categories for FY19 HSGP are listed on the web-based Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB), which is sponsored by ODP and the Oklahoma City National Memorial Institute for the Prevention of Terrorism (MIPT) at <http://www.rkb.us>. The website is designed to provide emergency responders, purchasers, and planners with a trusted, integrated, online source of information on products, standards, certifications, grants, and other equipment related information. By integrating this information, which includes the Inter-Agency Board's (IAB) Standardized Equipment List (SEL) and the AEL from ODP, into one location, responders, vendors, standards organizations, training facilities, and grant making organizations have a trusted first source to answering questions such as:

- What equipment is on the market?
- Has it been certified?
- If so, to what standard?
- What training is needed to use it effectively?
- Are there experts available for consultation and questions?

The FY19 HSGP, AEL is housed on the RKB and relies heavily on the SEL developed by the IAB for Equipment Standardization and Interoperability. The 2019 AEL has been modified to facilitate cross-referencing of the SEL in an effort to eliminate redundancy. Both the AEL and SEL are available on the RKB, which also offers an interactive version that provides links to corresponding SEL items and commercial products. In some cases, items on the SEL are not allowable under FY19 HSGP or will not be eligible for purchase unless specific conditions are met. In addition, some items eligible under this grant program are beyond the scope of the SEL and thus will only appear in the AEL.

Planning Costs Allowable

SHSP funds may be used for a range of homeland security planning activities, including the following:

Developing and implementing homeland security support programs and adopting DHS national initiatives including but not limited to the following:

- Costs associated with the implementation and adoption HSPD-8 initiatives
- Costs associated with the implementation and adoption of NIMS
- Costs associated with the modifying existing incident management and emergency operations plans to ensure proper alignment with the NRP coordinating structures, processes, and protocols
- Establishment or enhancement of mutual aid agreements
- Development of communications and interoperability protocols and solutions
- Conducting local, regional, and tribal program implementation meetings
- Developing or updating resource inventory assets in accordance to typed resource definitions issued by the NIC
- Design state and local geospatial data systems
- Development of related critical infrastructure terrorism prevention activities including:
 - o Planning for enhancing security during heightened alerts, during terrorist incidents and/or during mitigation and recovery
 - o Public information/education: printed and electronic materials, public service announcements, seminars/town hall meetings, web postings coordinated through local Citizen Corps Councils
 - o Citizen Corps activities in communities surrounding critical infrastructure sites, including Neighborhood Watch, VIPS, and other opportunities for citizen participation
 - o Evaluating CIP security equipment and/or personnel requirements to protect and secure sites
 - o CIP cost assessments, including resources (financial, personnel, etc.) required for security enhancements/deployments.

Develop and enhance plans and protocols, including but not limited to:

- Develop or enhance emergency operations plans and operating procedures
- Develop terrorism prevention/deterrence plans
- Develop plans, procedures, and requirements for the management of infrastructure and resources related to HSGP and implementation of State or Urban Area Homeland Security Strategies
- Develop or enhance border security plans
- Develop or enhance cyber security plans
- Develop or enhance cyber risk mitigation plans
- Develop or enhance agriculture/food security risk mitigation, response, and recovery plans
- Develop public/private sector partnership emergency response, assessment, and resource sharing plans
- Develop or update local or regional communications plans
- Development of plans to support and assist special needs jurisdictions, such as port authorities and rail and mass transit agencies
- Development or enhancement of continuity of operations and continuity of government plans
- Development or enhancement of existing catastrophic incident response and recovery plans to include and integrate federal assets provided under the NRP.

Develop or conduct assessments, including but not limited to:

- Conduct point vulnerability assessments at critical infrastructure sites/key assets and develop remediation/security plans
- Conduct cyber risk and vulnerability assessments
- Conducting assessments and exercises of existing catastrophic incident response and recovery plans and capabilities to identify critical gaps that cannot be met by existing local and state resources
- Activities which directly support the identification of specific catastrophic incident priority response and recovery projected needs
- Activities which directly support the identification and advance preparation of predesignated temporary housing sites; for example:
 - o Conducting assessments and studies to identify qualified candidate sites
 - o Obtaining accurate site surveys and existing utility information
 - o Coordinating zoning requirements and necessary permits and/or waivers
 - o Coordinating environmental impact requirements related to a selected site
 - o Coordinating historic preservation requirements related to a selected site.

Allowable Training Costs

Local jurisdictions may use HSGP funds to enhance the capabilities of state and local emergency preparedness and response personnel through development of a state homeland security training program. Allowable training-related costs under ODP grant programs include: 1) establishment of CBRNE terrorism and cyber security training programs within existing training academies, universities or junior colleges; and 2) overtime and backfill costs associated with attendance at ODP-sponsored and ODP approved CBRNE and cyber security training courses.

The target audience for training courses include emergency preparedness, prevention and response personnel, emergency managers and public/elected officials within the following disciplines: firefighters, law enforcement, emergency management, emergency medical services, hazardous materials, public works, public health, health care, public safety communications, governmental administrative, cyber security and private security providers. The homeland security training program should also include training for citizens in awareness, preparedness, prevention, response skills, and volunteer activities and be coordinated through state and local Citizen Corps Councils.

Local jurisdictions are encouraged to adopt current ODP awareness and performance level courses. In order to deliver these courses, state and local instructors must have been certified to deliver the course by successfully completing ODP train-the-trainer courses. Detailed descriptions of ODP courses are included in the *ODP CBRNE Training Course Catalog* at <http://www.ojp.usdoj.gov/odp/docs/coursecatalog.pdf>. Programs of instruction for these courses will be made available upon request to assist efforts to institutionalize these training programs at the state and local levels.

ODP will conduct periodic reviews of all state and urban area training funded by ODP. These reviews may include requests for all course materials and physical observation of participation in the funded training. If these reviews determine that courses are outside the scope of this guidance, recipients will be asked to reimburse grant fund expended in support of those efforts.

ODP provides the following definitions of key training terms to facilitate a common understanding of the FY19 HSGP guidance:

- **ODP Courses:** Those courses developed for and/or delivered by institutions and organizations funded by ODP.
- **Federal Courses Related to CBRNE Terrorism:** Those courses developed for and or delivered by institutions funded by federal entities other than ODP which fall within the ODP mission scope: of which is to prepare state and local personnel to prevent, respond to, and recover from acts of terrorism involving CBRNE weapons.
- **Non-Federal Courses:** Those courses developed for and or delivered by institutions or organizations other than federal entities or ODP.

In addition, local jurisdictions shall follow accepted principles of instructional systems design, employing the Analysis, Design, Development, Implementation, and Evaluation (ADDIE) model or equivalent methodologies. (The ADDIE process is explained in greater depth in the *ODP Blended Learning Strategy* available on the ODP website at: <http://www.ojp.usdoj.gov/odp/blendedlearning>.) Local jurisdictions shall apply these methodologies to ensure that complete curriculum exists for training funded by ODP grant. Complete curriculum consists of:

- **Level of Training.** The state or urban area will identify the level(s) of training of the course(s) and materials submitted. Each submission must be identified as Awareness, Performance–Defense (Occupational Safety and Health Administration (OSHA) Operations), Performance–Offensive (OSHA Technician), or Planning/Management (OSHA Incident Command) levels. More detailed descriptions of the levels can be found at <http://www.ojp.usdoj.gov/odp/training.htm> or <http://www.osha.gov>.
- **Program of Instruction/Syllabus.** The program of instruction or syllabus is an outline or matrix of the course content. It addresses the scope of the training, course learning objectives, duration of the training (broken-down by module, session, or lesson), resource requirements, instructor to student ratio and an evaluation strategy. These items are not all-inclusive, but are the minimum categories that should be addressed.
- **Training Support Package.** The training support package includes all of the materials associated with the delivery of a training course. The following items should be included:
 - **Instructor Guide/Instructor Outline/Instructor Lesson Plans:** The published instructor material that contains course text and special instructor notes that provides the information to deliver the material

- o **Participant Manual/Guide/Workbook:** The published student material that contains the supporting information in booklet or handout form that the participant has available for reference
 - o **Audio/Visual Support Materials:** Any audio/visual components that are part of any learning module, session, lesson, or that supports the overall training being delivered
 - o **Special Support Materials:** Any descriptions of practical exercises, tabletop exercises, hands-on exercises, or other material that supports learning objectives
- **Module/Session/Lesson Content.** Training courses should be designed based on a building block approach. Each sub-component in the course should be titled as a module, session, or lesson. Regardless of the title, each module, session, or lesson, should have a Lesson Administration Page that outlines the following:
- o **Scope Statement:** A brief description of the content of the module, session or lesson
 - o **Terminal Learning Objectives:** An action verb statement that outlines what the participant is expected to learn or be capable of performing at the conclusion of the module, session, or lesson. There should be only one terminal learning objective per module, session, or lesson
 - o **Enabling Learning Objectives:** Enabling learning objectives are the incremental learning objectives that support the terminal learning objective. There should be at least one enabling learning objective per module, session or lesson. Each enabling learning objective must be a measurable performance statement that enables the participant to demonstrate achievement of the terminal learning objective
 - o **Resource List:** A listing of the resources needed to successfully accomplish the module, session, or lesson
 - o **Instructor to Participant Ratio:** The instructor to participant requirement for successful presentation of the material (e.g., 1:25)
 - o **Reference List:** A listing of all reference materials used to develop the module, session, or lesson (This information may also be included as a bibliography).
 - o **Practical Exercise Statement:** This describes any exercises associated with the module, session, or lesson
 - o **Evaluation Strategy:** This defines the strategy used to evaluate the module, session, or lesson (e.g., written and/or performance test).

Conditional Approvals of Non-ODP Courses. In contrast to FY04, no conditional approvals, in advance of an independent third-party subject matter expert (SME) review, will be granted in FY19 for use of ODP funds to develop or institutionalize non-ODP courses. ODP will require local jurisdictions to adhere to a streamlined course approval process. Please see *Appendix E: Overview of Approval Process for Non-ODP Developed Courses* for more information. Courses will either be approved or disapproved following this review process.

Attending Other Federal Courses Related to CBRNE Terrorism. Local jurisdictions are no longer required to submit requests for personnel to attend certain Federal courses that fall within the ODP mission scope of preparing state and local personnel to prevent,

respond to, and recover from acts of terrorism involving CBRNE weapons. In lieu of requesting approval, local jurisdictions will be required to submit information on all federal training they are supporting with ODP funds via the Training section of the ODP website (<http://www.ojp.usdoj.gov/odp/training.htm>). This information will consist of course title, level of the training, the training provider, the date of the course, the number of individuals to be trained, and the sponsoring jurisdiction.

Several broad categories of courses will automatically be included in the list of eligible federal courses:

- All NIMS training approved by the NIMS Integration Center (NIC) is eligible for use of ODP funds.
- All Incident Command System (ICS) training offered through the National Fire Academy and the Emergency Management Institute is eligible for use of ODP funds. This guidance applies to resident training, train-the-trainer, and field delivery of courses.

A list of federal courses that fall within the ODP mission scope is included in *Appendix F: Federal Training Course List*.

These courses must build additional capabilities that 1) meet a specific need identified through the homeland security assessment process, and 2) comport with the State or Urban Area Homeland Security Strategy.

Federal funds must be used to supplement—not supplant—existing funds that have been appropriated for the same purpose. Thus, if the state or urban area has already budgeted for personnel to attend courses, ODP funds may only be used to send additional individuals above and beyond those previously budgeted.

Eligibility of Hazardous Materials Courses. Hazardous materials courses, including basic, operations, and technician level courses, are eligible for support through ODP funds **only if the course fully addresses the hazardous materials sections included in the ODP Emergency Responder Guidelines and the ODP Homeland Security Guidelines for Prevention and Deterrence**. If the hazardous materials course does **not fully** address the hazardous materials sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, then the course is not considered an allowable use of ODP funds.

The training must not supplant existing resources, but rather must build additional capabilities above and beyond those that currently exist. Any additional capabilities pursued through these training opportunities must meet a specific need identified through the homeland security assessment process and must comport with the State or Urban Area Homeland Security Strategy.

Eligibility of Search and Rescue, Special Weapons and Tactics (SWAT), and Medical Trauma Courses. On September 1, 2004, ODP issued Information Bulletin #132 on the

Interagency Security Plan, available at <http://www.ojp.usdoj.gov/odp/docs/bulletins.htm>. In this bulletin, ODP expanded the allowable use of grant funds to support additional training in the areas of search and rescue, SWAT, and medical trauma provided certain requirements were met. The following sections provide further detail on these initiatives.

- *Eligibility of Search and Rescue Courses:* Local jurisdictions shall conduct search and rescue training in compliance with:
 - o NFPA 1670, *Standard on Operations and Training for Technical Rescue and Search Incidents*
 - o NFPA 1006, *Standard for Rescue Technician Professional Qualifications* Only
Urban Search and Rescue (USAR) courses approved by FEMA and delivered by FEMA-certified providers are eligible for use of ODP funds. A list of these courses and providers will be maintained by ODP in coordination with FEMA.

The training must not supplant existing resources, but rather must build additional capabilities above and beyond those that currently exist. Any additional capabilities pursued through these training opportunities must meet a specific need identified through the homeland security assessment process and must comport with the State or Urban Area Homeland Security Strategy.

If the basic, foundational USAR course fully addresses the fire service and or hazardous materials sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, no additional CBRNE-specific training is necessary for eligibility purposes. However, if the foundational USAR course does **not** fully address these sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, then the student must also complete follow-on CBRNE awareness training within a reasonable timeframe in order for the USAR course to be considered an allowable use of ODP funds.

These USAR courses are intended to build a critical capacity at the state and local levels. **The execution of this training in the stated capacity-building context is unrelated to designation of national USAR teams. Therefore, local jurisdictions and UASI jurisdictions may not request such designation based on training.**

- *Eligibility of SWAT Courses:* SWAT courses, including basic, foundational courses, are eligible for support through ODP funds, provided that the training meets the following requirements:
 - o The training must not supplant existing resources, but rather must build additional capabilities above and beyond those that currently exist. Any additional capabilities pursued through these training opportunities must meet a specific need identified through the homeland security assessment process and must comport with the State or Urban Area Homeland Security Strategy.
 - o Local jurisdictions shall conduct training in compliance with state and local regulations and policies governing the certification of SWAT personnel.

- o Trainees shall be sworn officers and shall have completed a Basic SWAT school accredited by the appropriate state-level criminal justice organization.
 - o Training shall be conducted by instructors certified by a state or national level criminal justice organization
 - o The State or Urban Area shall develop and implement a safety plan excluding service ammunition and weapons from the training site and shall not employ live chemical agents (to include OC) or impact weapons during the training
 - o If a foundational SWAT course fully addresses the law enforcement sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, no additional CBRNE-specific training is necessary for eligibility purposes. However, if the foundational SWAT course does **not** fully address the law enforcement sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, then the student must also complete follow-on CBRNE awareness training within a reasonable timeframe in order for the foundational SWAT course to be considered an allowable use of ODP funds.
- *Eligibility of Medical Trauma Courses:* Medical trauma courses—including basic, foundational courses—are eligible for support through ODP funds, provided that the training meets the following requirements:
 - o The training must not supplant existing resources, but rather must build additional capabilities above and beyond those that currently exist. Any additional capabilities pursued through these training opportunities must meet a specific need identified through the homeland security assessment process and must comport with the State or Urban Area Homeland Security Strategy.
 - o Local jurisdictions shall conduct training in compliance with NFPA 473, *Standard Competencies for EMS Personnel Responding to Hazardous Materials Incidents*.
 - o Local jurisdictions shall conduct training in compliance with state and local regulations and policies governing the certification of EMS providers.
 - o Local jurisdictions shall coordinate their efforts with the closest MMRS jurisdiction.
 - o Trainees shall have completed a basic Emergency Medical Technician (EMT) certification per the state or local accreditation requirements. This type of training may not be funded with ODP monies.
 - o If a foundational medical trauma course fully addresses the emergency medical services sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, no additional CBRNE-specific training is necessary for eligibility purposes. However, if the foundational medical trauma course does **not** fully address the emergency medical services sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, then the student Must also complete follow-on CBRNE awareness training within a reasonable timeframe in order for the foundational medical trauma course to be considered an allowable use of ODP funds.

Evaluation of ODP Training Courses. The goal of evaluating ODP training courses is to determine how much a participant's knowledge, skills, and abilities change after completion of a course relative to knowledge, skills, and abilities prior to the class. ODP utilizes a self-assessment methodology and collects information via a standardized evaluation form. The form is designed to gather data about the course and participant, including data such as the participant's professional discipline and years of service. Additionally, the evaluation measures the participant's knowledge relative to a set of standardized learning objectives both before and after taking the course.

If a state or local jurisdiction uses ODP funds to provide ODP-approved courses, the state or local jurisdiction must use the standard evaluation form to collect data about the course and its participants. An ODP-approved course is defined as one developed by the state or local jurisdiction and approved by ODP for delivery. If the state or local jurisdiction receives training through its ODP course allocation, the training partner delivering the course is responsible for data collection and entry. Similarly, if the state or local jurisdiction enters into a direct contract with one of the ODP training partners, training partner is still responsible for the data collection and entry function.

However, if the ODP-sponsored course is delivered by a state or local organization, the course provider is responsible for collecting data on the course and its participants. As part of the course approval process, the course developer establishes a set of course objectives directly tied to the course content. The objectives are incorporated into the standardized course evaluation form. Course participants are required to complete all fields and the course instructor is responsible for ensuring that all forms are complete. Course providers are granted access to and enter data into the ODP Secure Portal. Costs related to developing and administering the self-assessment and collecting information via a standardized evaluation form is allowable.

Allowable Exercise Costs

Exercises conducted with ODP support (grant funds or direct support) must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). HSEEP Volumes I-III contain guidance and recommendations for designing, developing, conducting, and evaluating exercises. HSEEP Volumes I-III can be found at ODP's website at <http://www.ojp.usdoj.gov/odp/exercises.htm>. Volume IV, which contains sample exercise materials and documents, can be found on ODP's Secure Portal at <https://odp.esportals.com> or <http://www.llis.gov>.

Exercise Planning Workshop. Local jurisdictions must conduct an annual Exercise Planning Workshop (EPW) to examine the progress and effectiveness of their current exercise strategy and program. A Multiyear Exercise Plan and schedule must be produced from the EPW and submitted through ODP's Secure Portal Exercise Scheduler located at <https://odp.esportals.com>. Refer to HSEEP Volume III, Chapter 2 for further guidance on EPWs and the Multiyear Exercise Plan and schedule.

Exercise Scenarios. The scenarios used in SHSP, UASI, and LETPP-funded exercises must be terrorism-related and based on the state's/urban area's homeland security strategy and plans. Acceptable scenarios for exercises include: chemical, biological, radiological, nuclear, explosive, cyber and agricultural. Recipients that need further clarification on scenarios should consult with their ODP Exercise Manager for assistance and/or approval. Fifteen all-hazards National Planning Scenarios, including twelve terrorism scenarios, have been developed, and will be made available for use in national, federal, state, and local homeland security preparedness activities. Citizen participation in exercises is encouraged to include back filling non-professional tasks for first responders deployed on exercise, administrative and logistical assistance with exercise implementation, and providing simulated victims, press, and members of the public. Citizen participation in exercises should be coordinated with local Citizen Corps Council(s).

Recipients that wish to expend funds on models, simulations, or games (MS&G) must consult with "Review of Models, Simulations, and Games for Domestic Preparedness Training and Exercising, Volume III," which provides an overview and analysis of existing models, simulations and games. This report is available at <http://www.ojp.usdoj.gov/odp/exercises.htm>

Recipients must justify the purchase and use of a given MS&G product/service, by a) documenting the training and/or exercise objective(s), b) documenting how the selected product/service will support those objectives, and c) justification for the chosen product category (potentially referring to Volume III benefits/limitations). The form for this justification can be found at <http://www.ojp.usdoj.gov/odp/exercises.htm>.

If a state or urban area will be hosting an upcoming special event (e.g., Superbowl, G-8 Summit, etc.), or they anticipate that they will apply to be a venue for a future Top Officials (TOPOFF) exercise, they should plan to use SHSP or UASI funding to fund training and exercise activities in preparation for that event.

All tabletop exercises (TTXs), drills, functional exercises (FEs), and full-scale exercises (FSEs) will be evaluated and performance based. An After Action Report (AAR) and Improvement Plan will be prepared and submitted to DHS/ODP following every TTX, drill, FE, and FSE. AAR/IPs must be provided to ODP within 60 days following completion of each exercise (see HSEEP Volume II, Appendix A). Currently, these AAR/IPs can be submitted through the ODP Secure Portal. However ODP is working with other agencies to develop a national reporting system. ***A state or local jurisdiction that conducts an exercise using SHSP, UASI, and LETPP funds must follow the HSEEP doctrine and protocol contained in Volume II.***

Local jurisdictions are encouraged to develop a self-sustaining State Homeland Security Exercise and Evaluation Program which is modeled after the national HSEEP. This may include, for example: hiring dedicated exercise program staff, awareness seminars on HSEEP, attending exercise training courses, and maintaining a system to track the completion and submission of AARs and Improvement Plans from exercises (including costs associated with meeting with local units of government to define procedures).

Allowable Management and Administrative Costs

All programs within HSGP have allowable M&A costs for both the state-level as well as the local unit of government, urban area, or designated sub-recipient.

- **SHSP, UASI, LETPP, CCP, MMRS:** No more than **5% of the total amount** allocated to the state for each program within HSGP may be retained at the state level and used for M&A purposes. These state M&A funds must be included in the total funds retained by the state. In addition, local jurisdiction sub-recipients may retain and use up to **5% of their sub-award** for local M&A purposes.

Unauthorized Program Expenditures

Unauthorized program expenditures include: 1) expenditures for items such as general use software (word processing, spreadsheet, graphics, etc), general-use computers (other than for allowable M&A activities, or otherwise associated preparedness or response functions) and related equipment, general-use vehicles, licensing fees, weapons systems and ammunition; 2) activities unrelated to the completion and implementation of the SHSP; 3) other items not in accordance with the Authorized Equipment List or previously listed as allowable costs; and, 4) construction or renovation of facilities.



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HOMELAND SECURITY

PHIL BRYANT
GOVERNOR

MARSHALL L. FISHER
COMMISSIONER

October 28, 2019

Grants and Project Director April Stennett
City of Gautier Police Department
3330 Hwy 90
Gautier, MS 39553

Dear State Homeland Security Grant Recipient:

Enclosed you will find your Homeland Security Grant Program Award Letter and Grant Recipient Agreement for the Fiscal Year 2019. These funds in the amount of \$41,000.00 are for the purpose of purchasing Portable Radios as related to the Mississippi Office of Homeland Security initiatives. Please thoroughly read the Cooperative Agreement and make sure that you complete the following documents:

41,0

1. Awards Letter
2. Special Conditions Form
3. Article XI Execution form (Do not leave off your DUNS number)
4. Designation of Subgrantee Grant Administrator (SGA)
5. Scope of Work (Budget Narrative)
6. Completed Budget Detail Worksheets
7. Audit and Implementation Forms
8. 2019 Nationwide Cybersecurity Review Completion Verification

All forms are provided on the flash drive; along with example templates. All mentioned documents are required to be in this office no later than **December 15, 2019**. Failure to return all signed and required documentation by the above date will result in the reallocation of these funds.

Please contact our office if you should have any questions. You may reach me at 601-346-1504.

Regards,

Marsha Manuel, Grants Director

MM/rds



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HOMELAND SECURITY

PHIL BRYANT
GOVERNOR

MARSHALL L. FISHER
COMMISSIONER

SUBRECIPIENT GRANT AWARD

Subrecipient:

CITY of GAUTIER POLICE DEPARTMENT
(Portable Radios)

Project Title(s):

Homeland Security Grant Program

Grant Period:

10-01-19 – 06-30-20

Date of Award:

09-24-19

Total Amount of Award:

\$41,000.00

Grant No.:

19LE192

In accordance with the provisions of Federal Fiscal Year 2019 Homeland Security Grant Program, the Mississippi Office of Homeland Security (MOHS), State Administrative Agency (SAA), hereby awards to the foregoing Subrecipient a grant in the federal amount shown above. The CFDA number is 97.067 and MOHS federal grant number is **EMW-2019-SS-00009**. Authorizing Authority for Program: Section 2002 of the *Homeland Security Act of 2002*, as amended (Pub. L. No. 107-296), (6 U.S.C. 603).

Payment of Funds: The original signed copy of this Award must be signed by the Official Authorized to Sign in the space below and returned to the MOHS no later than December 15, 2019. **The grant shall be effective upon return of this form and final approval the MOHS of the grant budget and program narrative.** Grant funds will be disbursed to subgrantees (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. I also certify that I understand and agree to comply with the general and fiscal terms and conditions of the grant including special conditions and the Mississippi Department of Public Safety, Office of Homeland Security, Homeland Security Grant Program, Policies and Procedures Manual; to comply with provisions of the Act governing these funds and all other federal laws and regulations; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the subrecipient; and that all agencies involved with this project understand that all federal funds are limited to a twelve-month period.

Supplantation: The Act requires that subrecipients provide assurance that subrecipient funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, I certify that the receipt of federal funds through the MOHS shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

ACCEPTANCE FOR THE SUBRECIPIENT

Signature of Official Authorized to Sign



Signature of MOHS Director

SUBRECIPIENT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL BY THE MOHS OF THE SUBRECIPIENT'S GRANT PROGRAM BUDGET AND NARRATIVE.

GRANT RECIPIENT AGREEMENT

1. The designated representative certifies that he/she has legal authority to receive assistance.
2. The Applicant shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State assistance.
3. The Applicant shall use awarded funds solely for the purpose for which these funds are provided and as approved by the DPS Authorized Representative.
4. The Applicant is aware of and shall comply with cost-sharing requirements, if applicable.
5. The Applicant shall establish and maintain a proper accounting system to record expenditures of awarded funds in accordance with generally accepted accounting standards and OMB Circulars 2 CFR 200 as applicable and/or as directed by the DPS Authorized Representative.
6. The Applicant shall comply with the Single Audit Act of 1984 and will provide copies of audit reports when issued, 44CFR Part 14.
7. The Applicant shall give State and Federal agencies designated by the DPS Authorized Representative access to and the right to examine all records and documents related to use of award funds.
8. The Applicant shall return to the State, within thirty (30) days of such request by the DPS Authorized Representative, any advance funds which are not supported by audit or other Federal or State review of documentation by the Applicant.
9. The Applicant shall comply with all applicable provisions of Federal and State laws and regulations in regard to procurement of goods and services.
10. The Applicant shall comply with regulations implementing the Drug-Free Workplace Act of 1988, 44CFR Part 17, Subpart F.
11. The Applicant shall comply with all Federal and State statutes and regulations relating to non-discrimination.
12. The Applicant shall comply with provisions of the Hatch Act limiting political activities of public employees and 44CFR Part 18, New Restrictions on Lobbying.
13. The Applicant shall comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
14. The Applicant shall not enter into any contracts or purchase merchandise from any party or vendor which is disbarred or suspended from participating in Federal assistance programs.

Grant Recipient Representative

Date

MISSISSIPPI OFFICE OF HOMELAND SECURITY

STATE HOMELAND SECURITY GRANT PROGRAM SPECIAL CONDITIONS

- * * * * *
1. All sub-grantees must comply with the National Incident Management System (NIMS) minimum requirements as specified in the Fiscal Year 2006 Homeland Security Grant Program Guidelines and Application Kit, page 47-48. By September 30, 2006, all jurisdictions must be fully NIMS compliant. FY06 and FY07 Homeland Security grant funds are contingent on NIMS compliance.
 2. All sub-grantees must comply and be familiar with Homeland Security Presidential Directive-8, with regards to the IED Scenario, as mandated by the Office of Domestic Preparedness.
 3. All sub-grantees are required to modify their existing incident management and emergency operations plans in accordance with the National Response Plan's coordinating structures, processes, and protocols.
 4. All sub-grantees are required by the Office of Domestic Preparedness to use the Global Justice Data Model specifications and guidelines regarding the use of XML for all HSGP awards.
 5. Prior to the obligation or expenditure of any funds awarded through this grant, the Sub-recipient must become a legal signatory of the Statewide Mutual Agreement, maintained by the STATE EMERGENCY MANAGEMENT AGENCY. Furthermore, the Sub-grantee agree and understand that by allowing any agency to receive direct or indirect support from these grant funds without becoming a legal signatory to the said agreement is a direct violation of the terms and conditions of this grant award.
 6. All SHSP sub-grantees must fully engage citizens by expanding plans and task force memberships to address citizen participation; awareness and outreach to inform and engage the public; include citizens in training and exercise; and develop or expand programs that integrate citizen/volunteer support for the emergency responder disciplines.
 7. Recurring costs/fees are not allowable for funding under the 2006 HSGP. Internet service fees, radio service fees, cellular phone fees, satellite phone fees, etc. paid for with grant funds are for 12 months during the year of equipment purchase only.
 8. Position descriptions for each person to be paid with grant funds and organizational chart identifying grant funded position(s).
 9. A physical inventory of property and equipment (as defined in Section IV, D.) must be taken and the results reconciled with the property control form at least once every two years. This report must be prepared and submitted by the sub-recipient to the SAA by January 31 of each year beginning in calendar year 2016.
 10. The MOHS requires that property acquired with grant funds be tagged and tracked using a computer-based inventory system.
 11. The FCC has chosen the Project 25 suite of standards for voice and low-moderate speed data interoperability. In an effort to realize improved interoperability, all radios purchased under this grant should be APCO 25 compliant.
 12. The Budget Worksheet and/or Budget Narrative pages for this grant need to be revised before obligation of any grant funds.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above conditions.

Signature of the Chief Executive Officer

Date

**CITY OF GAUTIER
Consent Agenda Item #12
Fact Sheet**

Council Meeting:
Title:

November 5, 2019
Authorization to Advertise for bid for the Martin Bluff Roadway Improvements Project

Introduced by:
Contact Person/Telephone

April Havens 497-8000 ext. 315

Summary Explanation: Authorization to Advertise for bid for the Martin Bluff Roadway Improvements Project (STP-9194-00(001)LPA/105069-811000).

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2019

WHEREAS, the Martin Bluff Roadway Improvements Project (STP-9194-00(001)LPA/105069-811000) is intended to provide improved traffic operations and safety on Martin Bluff Road; and

WHEREAS, the project limits are between Gautier Vancleave Road and the Service Road north of Interstate 10; and

WHEREAS, the project is intended to provide improved traffic operations and safety on Martin Bluff Road; and

WHEREAS, the Mississippi Department of Transportation (MDOT) approval has been received; and

WHEREAS, the attached advertisement will run in the Clarion Ledger on November 11th and November 18th with the bid opening on December 11, 2019; 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 Martin Bluff Roadway Improvements Project.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi,
at the meeting of November 5, 2019.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants Administrator
Date: 10/29/2019
Subject: Authorization to Advertise for Bid for the Martin Bluff Roadway Improvements Project

REQUEST:

The Grants and Projects Department requests authorization to advertise for bid for the Martin Bluff Roadway Improvements Project (STP-9194-00(001)LPA/105069-811000).

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.

DISCUSSION:

If approved, this advertisement will publish in the *Clarion Ledger* on Nov. 11, 2019 and Nov. 18, 2019. Bids will be opened at 10 a.m. on Dec. 11, 2019. The Mississippi Department of Transportation has given authority to advertise and has approved the advertisement.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize advertising for bid for the Martin Bluff Roadway Improvements Project (STP-9194-00(001)LPA/105069-811000).

The City Council may:

- 1) Approve the advertisement as presented; or
- 2) Not approve the advertisement as presented.

ATTACHMENTS:

1. Advertisement for Bid
2. MDOT Ad Authority

Section 901

ADVERTISEMENT FOR

BIDS Jackson County,

MISSISSIPPI

Federal Aid Project No. STP-9194-00(001)LPA/105069-801000

The City of Gautier, Jackson County, Mississippi, will receive bids for the widening and reconstruction of Martin Bluff Road for a total project length of 2.1 miles, Federal Aid Project No. STP-9194-00(001)LPA/105069-801000 no later than 10 a.m., Local Time, Wednesday, December 11, 2019, at the City Council Chambers located at 3330 US-90, Gautier Mississippi. All bids so received will be publicly opened and read aloud.

The work shall consist essentially of the following items:

Reconstruction of Martin Bluff Road from a two-lane roadway with open ditches, to a three-lane roadway with curb and gutter, and subsurface drainage from Gautier-Vancleave Road to Roys Road, mill and overlay from Roys Road to Interstate 10 Frontage Road, traffic signal improvements, and water/sewer relocations.

The above general outline of features of the work does not in any way limit the responsibility of the contractor to perform all work and furnish all plant, labor, equipment and materials required by the specifications and the drawings referred to therein.

The attention of bidders is directed to the Contract Provisions governing selection and employment of labor. Minimum wage rates for Federal-Aid projects have been predetermined by the Secretary of Labor and are subject to Public Law 87-581 Work Hours Act of 1962, as set forth in the Contract Provisions.

The City of Gautier of Jackson County hereby notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged and women's business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The award of this contract will be contingent upon the Contractor satisfying the DBE/WBE requirements.

The contract Documents are on file and may be examined at the following locations:

1. 3330 US-90, Gautier, Mississippi 39553.
2. Michael Baker International, 3113 Government St. Suite D-3, Ocean Springs, Mississippi 39564
3. www.mbakplanroom.com

Each bid shall be accompanied by a Cashier's check, Certified Check on a solvent bank or a Bidder's Bond issued by a Surety Company licensed to operate in the State of Mississippi, in the amount of five percent (5%) of the total bid price, payable to the City of Gautier as bid security. Bidders shall also submit a current financial statement, if requested by the County. The successful bidder will be required

to furnish a Performance Bond and a Payment bond each in the amount of one hundred percent (100%) of the contract amount.

The proposal and contract documents **in its entirety** shall be submitted in a sealed envelope and deposited with Sherry Farabee, Purchasing Agent, 3330 US-90, Gautier, Mississippi prior to the hour and date above designated. **No stripped bids will be accepted.**

Bidders choosing to submit electronically are required to contact Michael Baker International at 228-818-2839 for information regarding electronic bidding requirements.

Bid documents are being made available via paper or digital copy. Plan holders are required to log-on or register for an account at www.mbakерplanroom.com to view and order Bid Documents. All plan holders are required to have a valid email address for registration. Bid documents are non-refundable and must be purchased through the website. For anyone interested in submitting bids electronically in place of a sealed bid, they may do so only through www.mbakерplanroom.com. Questions regarding website registration, online orders or electronic bidding, please contact Plan House Printing at (228) 248-0181.

Each electronically submitted bid must be submitted in "pdf" format and shall contain the same information and forms as required for the paper bids. Note – electronic bids must be secured with a bid bond. In the event that an electronically submitted bid has a corrupted attachment, the bid will be considered null and void.

Work to be performed shall be in accordance with the "Mississippi State Highway Standard Specifications for Road and Bridge Construction, 2017", together with all amendments and/or special provisions and/or addenda to the standards duly approved and adopted, unless otherwise noted in these specifications.

The attention of Bidders is directed to the provisions of Subsection 102.07 pertaining to irregular proposals and rejection of bids.

CITY OF GAUTIER, JACKSON COUNTY,
MISSISSIPPI

BY _____
PAULA YANCEY, CITY MANAGER
CITY OF GAUTIER, JACKSON COUNTY

PUBLISH: 11/11/2019 and 11/18/2019

Melinda L. McGrath
Executive Director

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



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

October 10, 2019

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

RE: STP-9194-00(001)LPA/105069-801000 - Authority to Advertise
Jackson County

Dear City Manager Yancey:

This letter confirms that the Federal Highway Administration and the Mississippi Department of Transportation have received and approved the PS&E Package submitted and hereby authorize the advertisement for receipt of bids on the subject project which is for Reconstruction of Martin Bluff Road from Gautier-Vanceleave Road to Frontage Road. No changes are to be made to the proposal before advertising without submission and approval by MDOT and FHWA, as applicable. Additionally, all Addenda must also be approved. Any unapproved changes will result in non-participating costs in the contract.

In the advertisement, receipt of bids and opening of bids, the following criteria must be met:

1. The date of the first ad must be within 60 days from the date of this letter. Failure to advertise within this time frame will result in the funding authority being de-obligated and authority to advertise is rescinded.
2. The advertisement must be published in a newspaper having statewide distribution, once a minimum of three weeks prior to the scheduled receipt of bids, and the second time a minimum of two weeks prior to the scheduled receipt of bids. One **Sworn Proof** of Publication is furnished us. At the present time, the only newspaper with Statewide distribution is the Clarion-Ledger in Jackson. Refer to the first paragraph of the PDM in Chapter 6, and consult your District LPA Coordinator for guidance in setting these dates.
3. Bidding procedures on a nondiscriminatory basis must be afforded to all qualified bidders regardless of State boundaries. You can not require any license or certificate that would restrict competition, or prevent submission of a bid or prohibit consideration of a bid submitted by any responsible contractor, whether resident or nonresident of Mississippi. Please see the attached copy of Page 9 Federal-Aid Policy Guide (Transmittal 2) dated April 7, 1992, 23 CFR 635A Section 635.110 – Licensing and qualification of contractors.
4. Proposals must be opened and read publicly at the time and at the place indicated in the proposal and/or advertisement. Do not accept a stripped proposal. The bidders must return the entire proposal that you sold to them, plus any addendums and their bid bond. Proposals received after the time for opening of bids must be returned to the bidder unopened.
5. All proposals opened must be filed prior to the time and at the place specified in the proposal and/or in the advertisement.
6. Before award, the successful bidder must have obtained a State Privilege License from the State Department of Revenue.

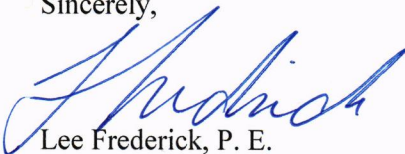
7. Notice to Bidders No. 7 (DBE's in Federal-Aid Highway Construction) and Supplement to Notice to Bidders 7 are a part of this contract. The Section titled 'Directory' refers to the current list of Certified DBE Contractors and Certified DBE Suppliers/Manufacturers published monthly by MDOT on the website www.gomdot.com. The DBE firm must be on the Department's list of "Certified DBE Contractors" that is posted online at the time the job is let and approved by MDOT to count towards meeting the DBE goal.
8. The DBE Goal for this project is 5%.
9. Refer to Chapter 6: MDOT Authorization and LPA Selection of a Contractor, in the on-line PDM (www.gomdot.com, Projects, Local Public Agencies), for guidance to request concurrence in the award or to reject bids and re-advertise.
10. The award of the contract or the rejection of all bids submitted is subject to the concurrence of the Mississippi Department of Transportation. Awarded projects shall not be executed prior to concurrence by MDOT.

When the dates for advertisement and receipt of bids in accordance with the foregoing are established, please furnish this information to the District LPA Engineer, David Seyfarth, 16499#B Highway 49 North Trailer, Saucier, MS 39574, and District Engineer, Mr. Kelly Castleberry, P.O. Box 551, Hattiesburg, Mississippi 39403. This notification is essential in order that representatives of the Department may be present at this opening of bids.

For your information, Chapter 474, General Laws of Mississippi as amended by Chapter 393, General Laws of Mississippi provides that nothing therein shall apply to highway construction, highway bridges, overpasses, and any other project incidental to the construction of highways which are designated as federal aid projects and federal funds are involved; therefore the Certificate of Responsibility requirements of this law are not applicable to a Local Public Agency (LPA) Project designated as a federal aid project where federal funds are involved.

The LPA's prorated share of the project cost will be based on the low bid, estimated cost of the contingencies and construction engineering, if applicable, and that share amount will be provided by MDOT in the Concurrence in Award Letter.

Sincerely,



Lee Frederick, P. E.
State LPA Engineer

TLF:phm

cc: Commissioner Tom King
Assistant to the Executive Director
LPA Division
Construction Division
Central File

District Engineer
District LPA Engineer (Seyfarth, Starita)
Federal Highway Administration
Michael Baker International

CITY OF GAUTIER
Consent Agenda Item #13
Fact Sheet

Council Meeting:
Title:

November 5, 2019
Authorization to apply for a USDA Rural Development
Community Facilities Loan for the Purchase of Police
Vehicles

Introduced by:
Contact Person/Telephone

April Havens 497-8000 Ext. 315

Summary Explanation: Authorization to apply for a USDA Rural Development Community Facilities Loan for the Purchase of Police Vehicles

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2019

WHEREAS, the United States Department of Agriculture (USDA) provides loan guarantees to eligible private lenders to help build essential community facilities in rural areas; and

WHEREAS, an essential community facility is defined as a facility that provides an essential service to the local community for the orderly development of the community in a primarily rural area, and does not include private, commercial or business undertakings; and

WHEREAS, funds can be used to purchase, construct, and/or improve essential community facilities, purchase equipment and pay related project expenses; and

WHEREAS, this loan would be used to purchase three Dodge Chargers, with all necessary equipment, for the Gautier Police Department; and

WHEREAS, these vehicles have been budgeted.

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 apply for a USDA Rural Development Community Facilities Loan for the purchase of police vehicles.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 5, 2019.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants Administrator
Date: 10/29/2019
Subject: Authorization to Apply for a USDA Rural Development Community Facilities Loan for the Purchase of Police Vehicles

REQUEST:

The Grants and Projects Department requests that the City Council authorize the filing of a USDA Rural Development Community Facilities Loan for the purchase of police vehicles.

BACKGROUND:

This program provides loan guarantees to eligible private lenders to help build essential community facilities in rural areas. An essential community facility is defined as a facility that provides an essential service to the local community for the orderly development of the community in a primarily rural area, and does not include private, commercial or business undertakings. Funds can be used to purchase, construct, and/or improve essential community facilities, purchase equipment and pay related project expenses.

DISCUSSION:

This loan would be used to purchase three Dodge Chargers, with all necessary equipment, for the Gautier Police Department. These three vehicles have been budgeted.

RECOMMENDATION:

City staff recommends that City Council authorize the filing of a USDA Rural Development Community Facilities Loan for the purchase of police vehicles.

The City Council may:

- 1) Authorize the application for loan funding as presented; or
- 2) Not authorize the application for loan funding as presented.

ATTACHMENTS:

1. Fact Sheet

Community Facilities Direct Loan & Grant

What does this program do?

This program provides affordable funding to develop essential community facilities in rural areas. An essential community facility is defined as a facility that provides an essential service to the local community for the orderly development of the community in a primarily rural area, and does not include private, commercial or business undertakings.

Who may apply for this program?

Eligible borrowers include:

- Public bodies
- Community-based nonprofit corporations
- Federally recognized Tribes

What is an eligible area?

Rural areas including cities, villages, townships and towns including Federally Recognized Tribal Lands with no more than 20,000 residents according to the latest **U.S. Census Data** are eligible for this program.

How may funds be used?

Funds can be used to purchase, construct, and/or improve essential community facilities, purchase equipment and pay related project expenses.

Examples of essential community facilities include:

- Healthcare facilities such as hospitals, medical clinics, dental clinics, nursing homes or assisted living facilities
- Public facilities such as town halls, courthouses, airport hangars or street improvements
- Community support services such as child care centers, community centers, fairgrounds or transitional housing
- Public safety services such as fire departments, police stations, prisons, police vehicles, fire trucks, public works vehicles or equipment
- Educational services such as museums, libraries or private schools
- Utility services such as telemedicine or distance learning equipment
- Local food systems such as community gardens, food pantries, community kitchens, food banks, food hubs or greenhouses

For a complete list see Code of Federal Regulations 7 CFR, Part 1942.17(d) for loans; **7 CFR, Part 3570.62** for grants.

What kinds of funding are available?

- Low interest direct loans
- Grants
- A combination of the two above, as well as our **loan guarantee program**. These may be combined with commercial financing to finance one project if all eligibility and feasibility requirements are met.

What are the funding priorities?

Priority point system based on population, median household income

- Small communities with a population of 5,500 or less
- Low-income communities having a median household income below 80% of the state nonmetropolitan median household income.

What are the terms?

Funding is provided through a competitive process.

Direct Loan:

- Loan repayment terms may not be longer than the useful life of the facility, state statutes, the applicants authority, or a maximum of 40 years, whichever is less.
- Interest rates are set by Rural Development, contact us for details and current rates.
- Once the loan is approved, the interest rate is fixed for the entire term of the loan, and is determined by the median household income of the service area.
- There are no pre-payment penalties.
- Contact us for details and current interest rates applicable for your project.

Community Facilities Direct Loan & Grant

What are the terms? (continued)

Grant Approval:

Grant funds must be available. Applicant must be eligible for grant assistance, which is provided on a graduated scale with smaller communities with the lowest median household income being eligible for projects with a higher proportion of grant funds. Grant assistance is limited to the following percentages of eligible project costs:

Maximum of 75 percent when the proposed project is:

- Located in a rural community having a population of 5,000 or fewer; and
- The median household income of the proposed service area is below the higher of the poverty line or 60 percent of the State nonmetropolitan median household income.

Maximum of 55 percent when the proposed project is:

- Located in a rural community having a population of 12,000 or fewer; and
- The median household income of the proposed service area is below the higher of the poverty line or 70 percent of the State nonmetropolitan median household income.

Maximum of 35 percent when the proposed project is:

- Located in a rural community having a population of 20,000 or fewer; and
- The median household income of the proposed service area is below the higher of the poverty line or 80 percent of the State nonmetropolitan median household income.

Maximum of 15 percent when the proposed project is:

- Located in a rural community having a population of 20,000 or fewer; and
- The median household income of the proposed service area is below the higher of the poverty line or 90 percent of the State nonmetropolitan median household income. The proposed project must meet both percentage criteria. Grants are further limited.

Are there additional requirements?

- Applicants must have legal authority to borrow money, obtain security, repay loans, construct, operate, and maintain the proposed facilities
- Applicants must be unable to finance the project from their own resources and/or through commercial credit at reasonable rates and terms
- Facilities must serve rural area where they are/will be located
- Project must demonstrate substantial community support
- Environmental review must be completed/acceptable

How do we get started?

Contact your **local offices** to discuss your specific project. Applications are accepted year round

Who can answer questions?

Contact our **local office** that serves your area.

What governs this program?

- Direct Loan: 7 CFR Part 1942, Subpart A
- Grant: 7 CFR Part 3570, Subpart A

NOTE: Because citations and other information may be subject to change please always consult the program instructions listed in the section above titled "What Law Governs this Program?" You may also contact **your local office** for assistance. You will find additional forms, resources, and program information at www.rd.usda.gov. *USDA is an equal opportunity provider, employer, and lender.*

CITY OF GAUTIER
Consent Agenda Item #14
Fact Sheet

Council Meeting:
Title:

November 5, 2019
Approval of a permit application for use and occupancy agreement for the construction or adjustment of a utility within City Road Right-Of-Way.

Introduced by:
Contact Person/Telephone

City Manager 497-8000 Ext. 306

Summary Explanation: Approval of a permit application for use and occupancy agreement for the construction or adjustment of a utility within City Road Right-Of-Way. Approval upon City Managers signature.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2019

WHEREAS, when Jackson County was awarded the bid for the Martin Bluff Bridge replacement, it was discussed that AT&T cables in the right-of-way needed to be relocated; and

WHEREAS, the City of Gautier acquired the right-of-way for the bridge replacement, therefore the city must issue the permit to AT&T to relocate the cables to another location in the City of Gautier right-of-way.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the approval of a permit application for use and occupancy agreement for the construction or adjustment of a utility within City Road Right-Of-Way. is hereby authorized and approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 5, 2019.

**CITY OF GAUTIER
MEMORANDUM**

To: City Council
From: Paula Yancey, City Manager
Date: October 29, 2019
Subject: Approval of the Permit Application for use and occupancy agreement for the construction or adjustment of a utility within City Road Right-of -Way

REQUEST:

The City Manager is requesting the approval of the Permit Application for use and occupancy agreement for the construction or adjustment of a utility within City Road Right-of -Way

BACKGROUND:

After the County awarded the bid for the Martin Bluff Bridge replacement, it was discussed that AT&T cables in the right-of-way needed to be relocated. The City acquired the right-of-way for the bridge replacement, therefore the City must issue the permit to AT&T to relocate the cables to another spot in the City Right-of-Way in order for the bridge project to proceed.

DISCUSSION:

Sean Murphy, MGR OSP PLNG, ENG, & DESIGN has agreed to place two copper cables along the Eastside of Martin Bluff Rd. from P113 South of Brookside Dr. to Fairway Dr.

RECOMMENDATION:

1. The City Manager recommends the City Council approve the Permit Application for use and occupancy agreement for the construction or adjustment of a utility within City Road Right-of -Way; or
2. Not approve the the Permit Application for use and occupancy agreement for the construction or adjustment of a utility within City Road Right-of -Way

ATTACHMENT(S):

1. Permit Application

PERMIT APPLICATION FOR USE AND OCCUPANCY AGREEMENT
FOR THE CONSTRUCTION OR ADJUSTMENT OF A UTILITY
WITHIN ~~COUNTY~~ ROAD RIGHT-OF-WAY

City

PROJECT NO. 04C00003N COUNTY JACKSON

UTILITY NAME AT&T

BY Sean Murphy MGR OSP PLNG, ENG, & DESIGN
(Name & Company Title)

ADDRESS 1723 22nd Av Gulfport, MS 39501, herein called APPLICANT,

proposes to construct 2 COPPER CABLES
(Type of Facility)

along or across MARTIN BLUFF Road, said facility to be
(Name of Road)

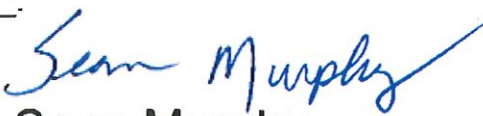
installed between Station No. Brookside Dr and Station No. Fairway Dr and within the road

right-of-way, and hereby makes application to the ~~County~~ *City* for the construction permit. Attached hereto are
drawings or plans for the construction, which will not be changed or altered without approval of the ~~Board of~~ *City Council*
~~Supervisors~~, or its authorized representative.

WHEREAS, the Legislature of Mississippi has heretofore granted to the Applicant the right to locate its facilities upon, across, under, over and along public roads and streets within the State of Mississippi; Applicant agrees to comply with applicable provisions of S.O.P. No. SA II-2-8, Policy for the Accommodation of Utility Facilities within the Rights-of-Way of ~~County Federal Aid~~ and State Aid Roads (hereinafter referred to as the "Policy"), promulgated by the State Aid Engineer and dated July 1, 2005, and which is hereby made a part of this Application Agreement, and agrees to perform the construction according to the applicable industry code and according to the plans and specifications for the project.

The Applicant shall be responsible for future maintenance and repair of the facilities. The Applicant shall make future adjustments in, or relocate, the facilities located within the road right-of-way when required for road widening, construction or maintenance, and its right to reimbursement of its costs shall be in accordance with State Laws affecting ~~County~~ *City* roads in effect at the time such adjustment or relocation is made. Further, any maintenance, repair, or construction shall be done in such a manner as to occasion no unreasonable interference with the normal flow and safety of traffic.

WITNESS THE SIGNATURE OF THE APPLICANT this the 17TH day of
October, 2019.

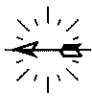

By: Sean Murphy

Title: MGR OSP PLNG, ENG, & DESIGN

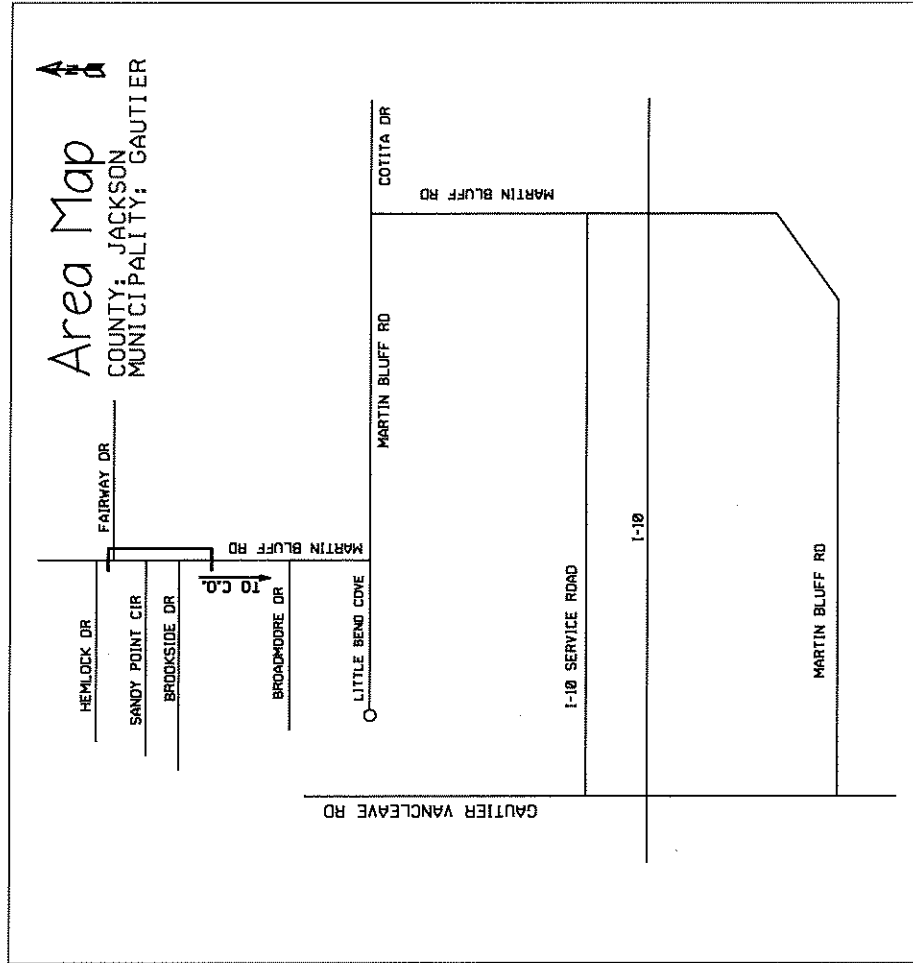
AGREED TO AND APPROVED BY ORDER OF THE _____

~~COUNTY BOARD OF SUPERVISORS~~ this the _____ day of _____,
_____.

By: _____
County/LSBP Engineer



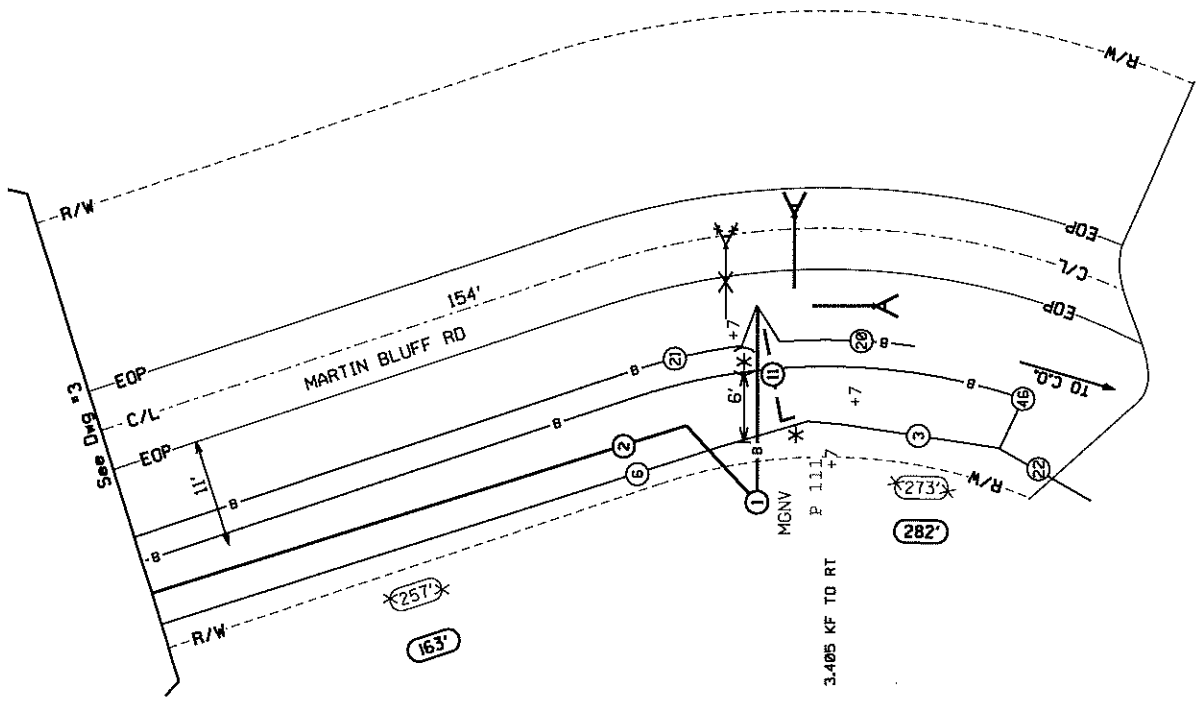
SYMBOL LEGEND		
Proposed	Existing	Description
		AERIAL CABLE
		BURIED CABLE
		BUR JOINT-TRENCH
		BST POLE
		POWER POLE
		ANCHOR & GUY
		PUSH BRACE
		ENCLOSURE
		ENCLOSURE
		MANHOLE
		PIPE/CONDUIT
		CABLE MARKER
		AERIAL SVC WIRE
		BURIED SVC WIRE
		JOINT-TRENCH SVC
		BORE
		CUT PAVEMENT
		SPLICING PIT
		TRENCH LENGTH/DEPTH



ATTSE	
PROPOSED TELEPHONE FACILITIES ON RIGHT OF WAY OF JACKSON COUNTY	
MARTIN BLUFF RD	
Exchange:	GAUTIER 497
Designer:	SEAN MURPHY
Phone:	228-868-5021
Authorization:	04C00003N
Doc. _____ of _____	10



- ① CABLE
- ② PROPOSED AERIAL CABLE
- ③ CABLE
- ④ CABLE
- ⑤ SVC WIRE
- ⑥ CABLE
- ⑦ CABLE
- ⑧ CABLE
- ⑨ CABLE
- ⑩ CABLE

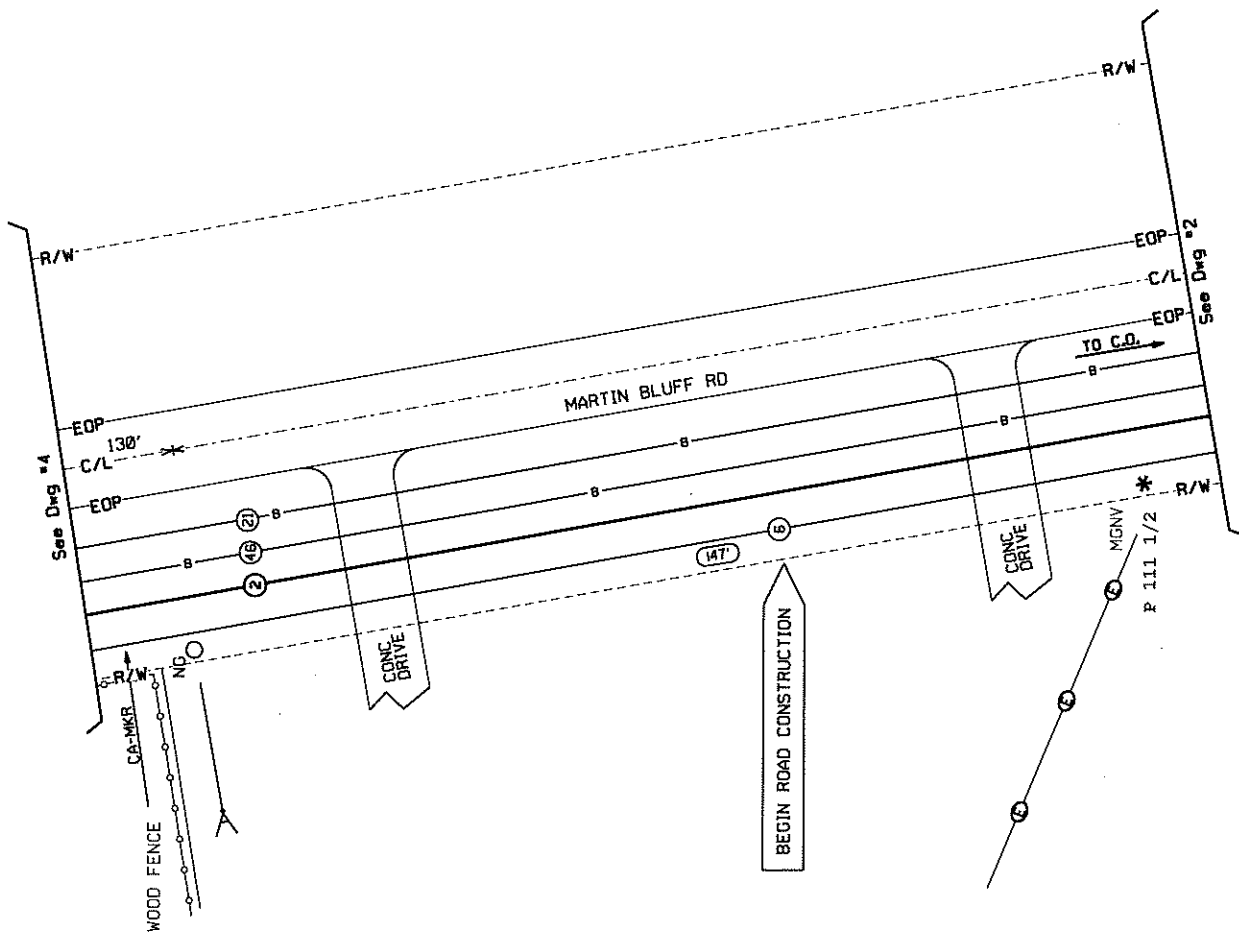


ATTSE	
PROPOSED TELEPHONE FACILITIES ON RIGHT OF WAY OF JACKSON COUNTY	
MARTIN BLUFF RD	
Exchange:	CAUTER 497
Designer:	SEAN MURPHY
Phone:	228-868-5021
Authorization:	04C00003N
Doc. 2	of 10



② PROPOSED AERIAL CABLE

② CABLE



⑤ CABLE

④ CABLE

ATTSE

PROPOSED TELEPHONE FACILITIES
ON RIGHT OF WAY OF
JACKSON COUNTY

MARTIN BLUFF RD

Exchange: GAUTIER 497

Designer: SEAN MURPHY

Phone: 228-868-5021

Authorization: 04C00003N

Dwg. 3 of 10



2 PROPOSED AERIAL CABLE

3 CABLE

4 CABLE

5 CABLE

6 CABLE

7 CABLE

21 CABLE

44 CABLE

41 CABLE

42 CABLE

43 CABLE

44 CABLE

45 CABLE

46 CABLE

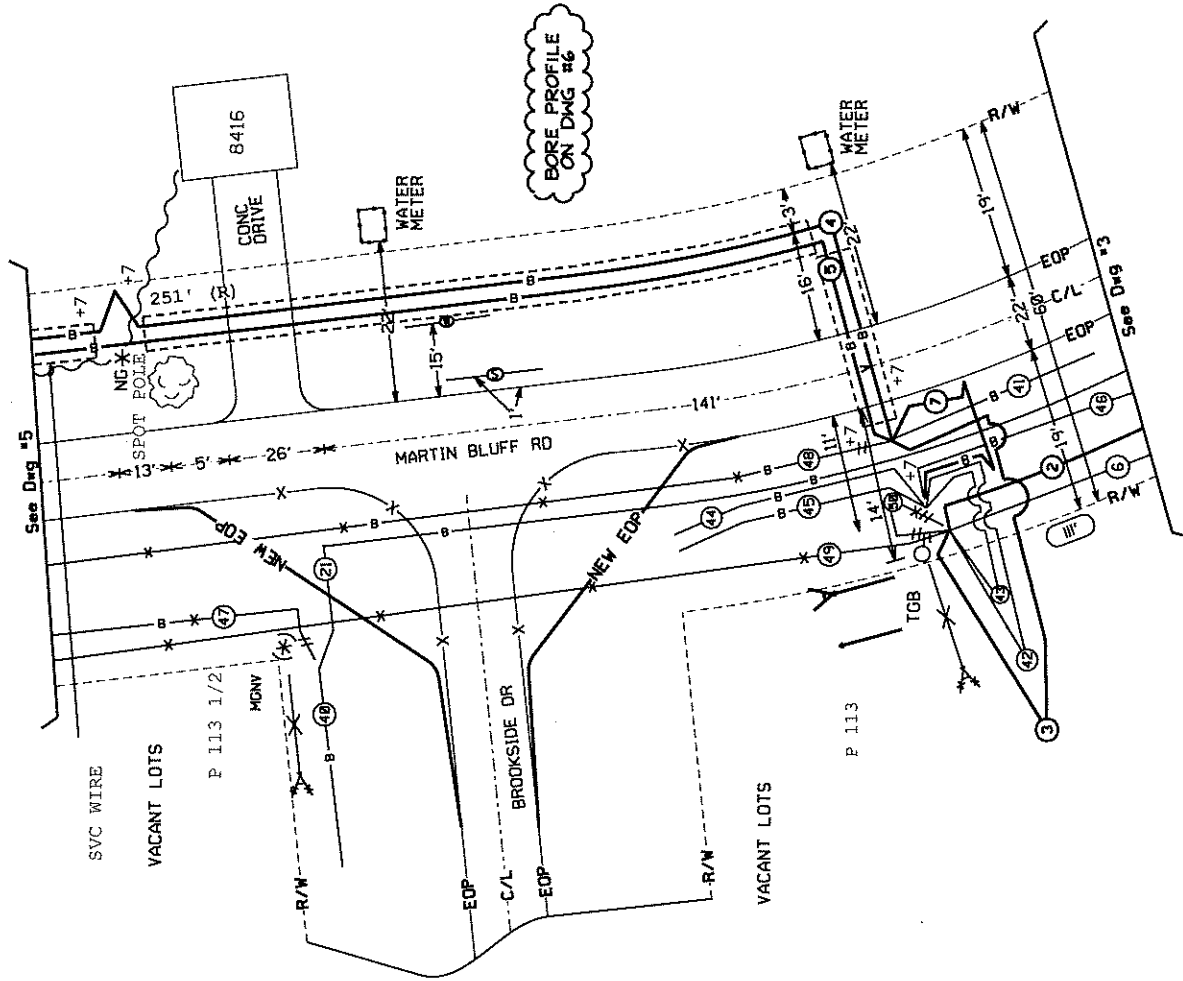
47 CABLE

48 CABLE

49 CABLE

50 CABLE

380



ATTSE

PROPOSED TELEPHONE FACILITIES
ON RIGHT OF WAY OF
JACKSON COUNTY

MARTIN BLUFF RD

Exchange: CAUTIER 497

Designer: SEAN MURPHY

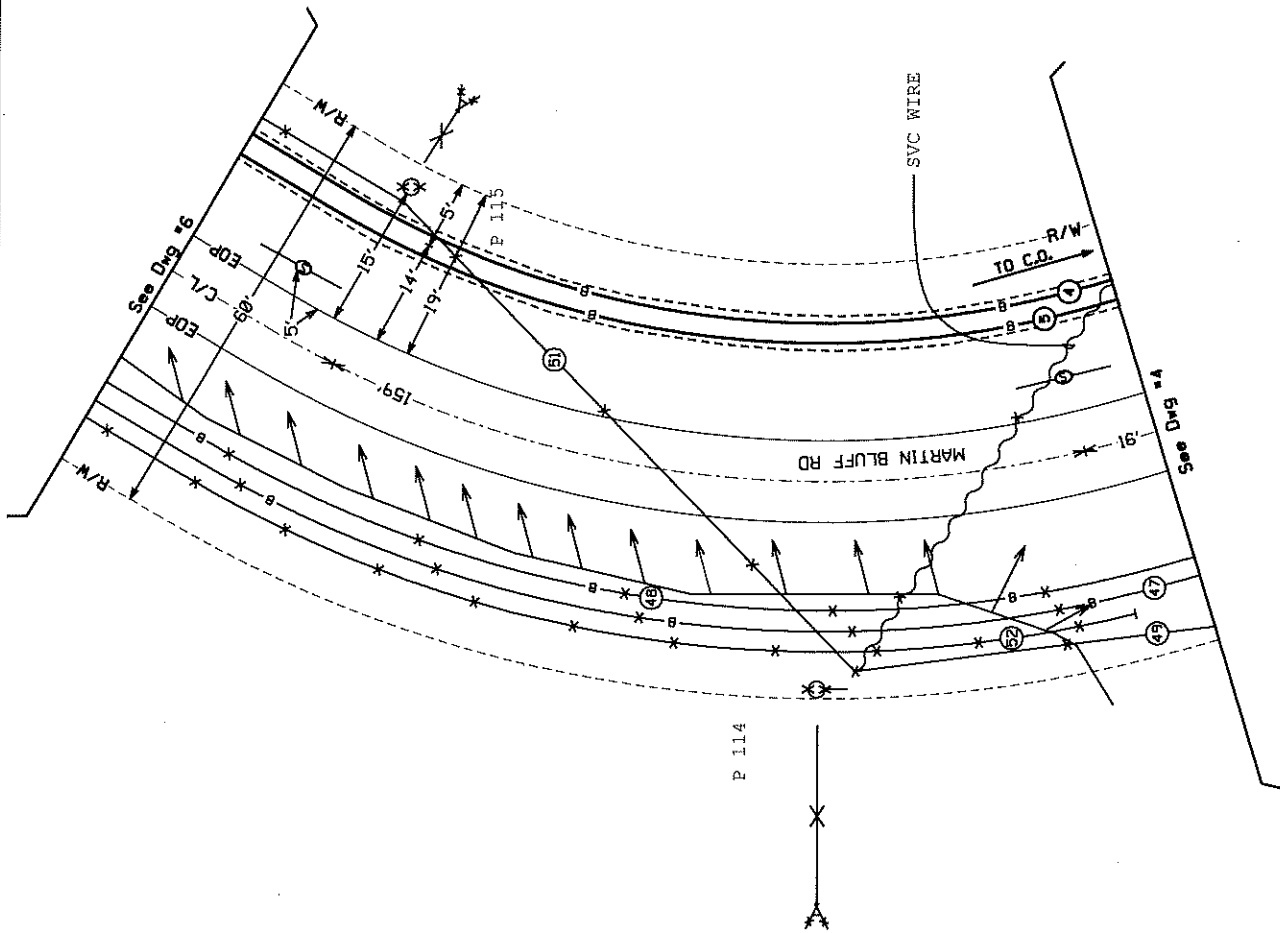
Phone: 228-868-5021

Authorization: 04C00003N

Dwg. 4 of 10



ATTSE	
PROPOSED TELEPHONE FACILITIES ON RIGHT OF WAY OF JACKSON COUNTY	
MARTIN BLUFF RD	
Exchange:	GAUTIER 497
Designer:	SEAN MURPHY
Phone:	228-858-5021
Authorization:	04C00003N
Dwg. 5	of 10



- ④ CABLE
- ⑤ CABLE
- ④⑦ CABLE
- ④⑧ CABLE
- ④⑨ CABLE
- ⑤① CABLE
- ⑤② CONDUIT

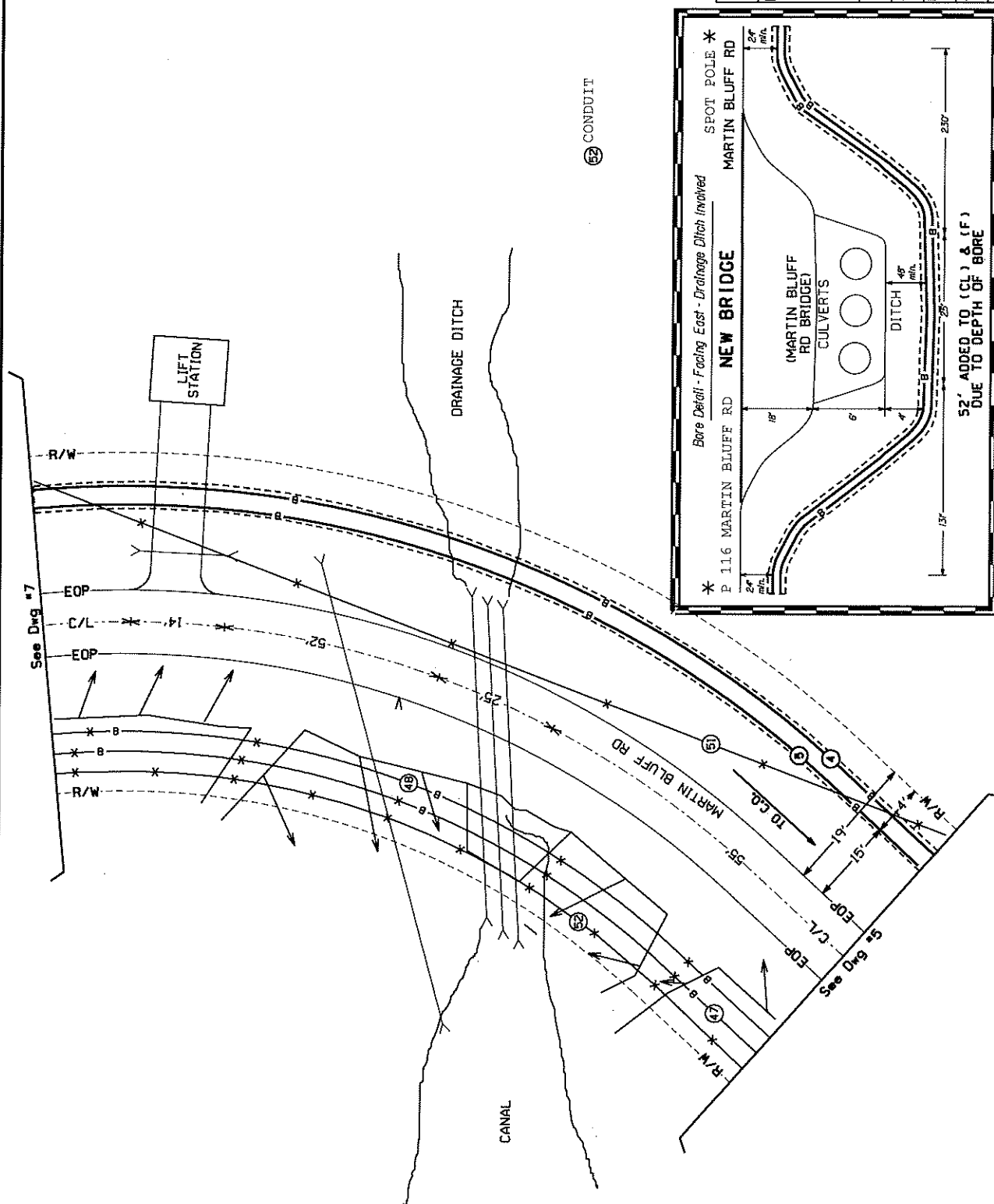
④ CABLE

⑤ CABLE

④7 CABLE

④48 CABLE

⑤ CABLE



⑤2 CONDUIT

Bore Detail - Facing East - Drainage Ditch Involved

RD NEW BRIDGE

SPOT POLE *

SPOT POLE *

ATTSE

PROPOSED TELEPHONE FACILITIES
ON RIGHT OF WAY OF
JACKSON COUNTY

MARTIN BLUFF RD

Exchange: **CATIFR 487**

Designer:

Phone: 770 330 7301

Authorization: 0400000701

Dwg. 6 of 10



ATTSE

PROPOSED TELEPHONE FACILITIES
ON RIGHT OF WAY OF
JACKSON COUNTY

MARTIN BLUFF RD

Exchange:

CAUTIER 497

Designer:

SEAN MURPHY

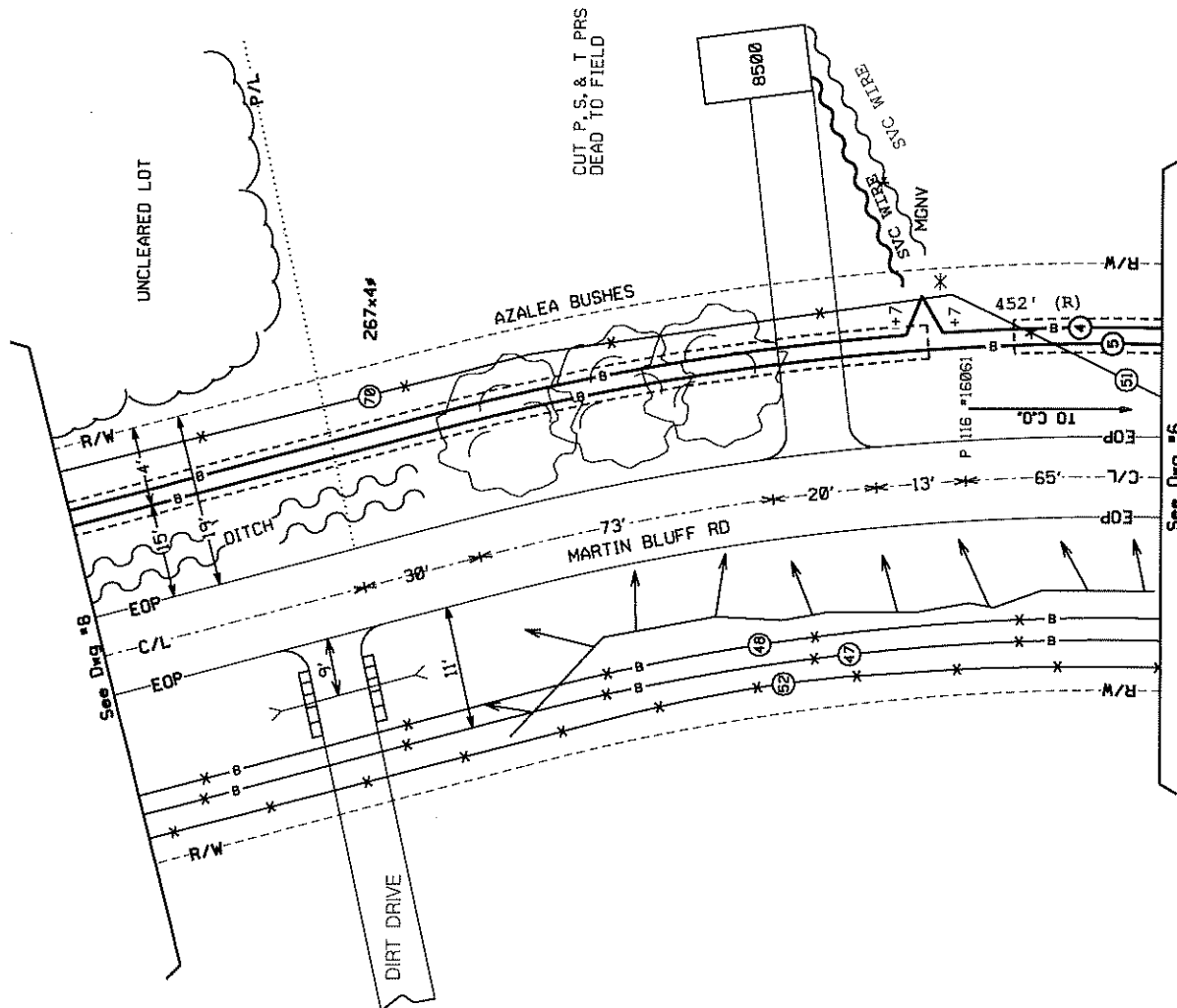
Phone:

228-868-5021

Authorization:

04C00003N

Dwg. 7 of 10



④ CABLE

⑤ CABLE

④7 CABLE

④8 CABLE

⑤1 CABLE

⑤2 CONDUIT

⑦0 CABLE



④ CABLE

⑤ CABLE

④7 CABLE

④9 CABLE

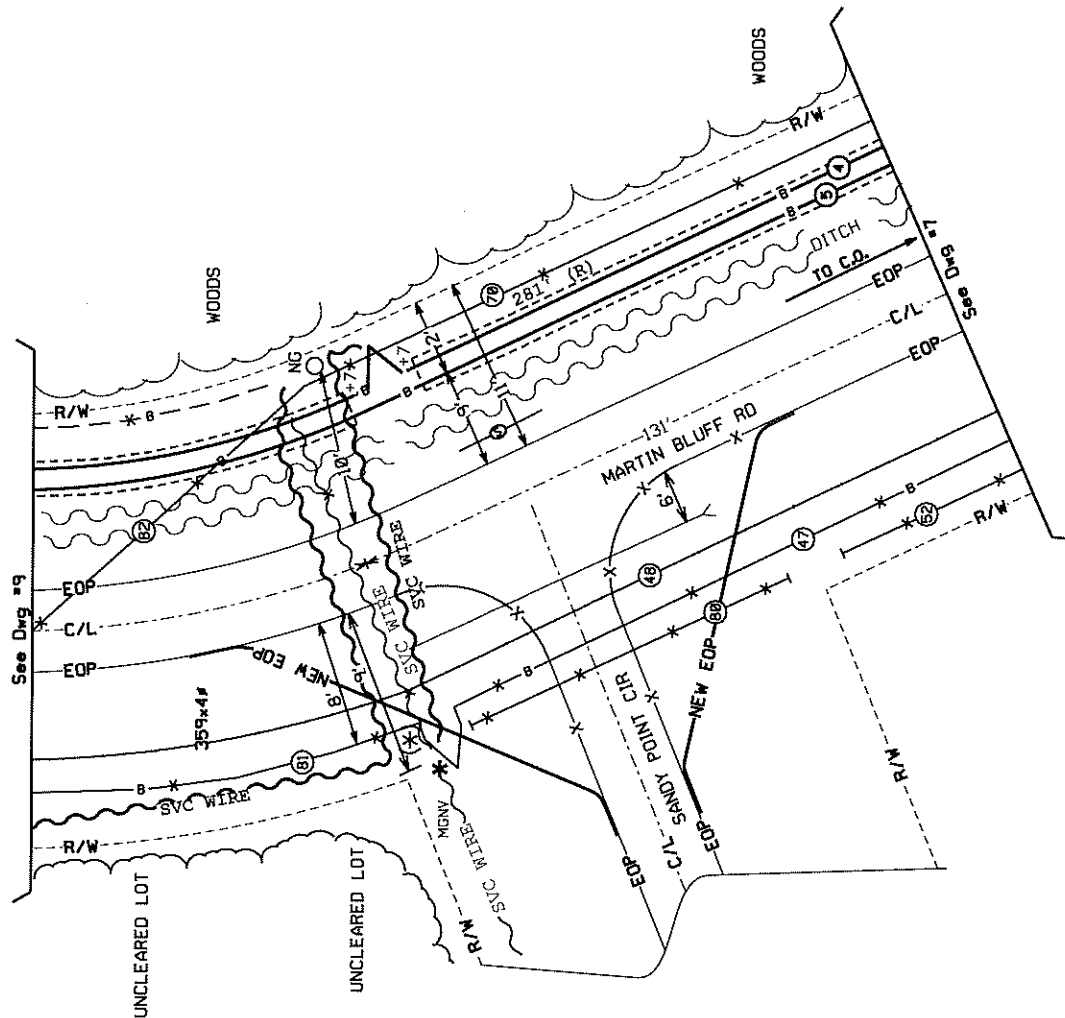
⑤2 CONDUIT

⑦0 CABLE

⑤9 CONDUIT

⑥1 CABLE

⑥2 CABLE



ATTSE

PROPOSED TELEPHONE FACILITIES
ON RIGHT OF WAY OF
JACKSON COUNTY

MARTIN BLUFF RD

Exchange: GAUTIER 497

Designer: SEAN MURPHY

Phone: 228-868-5021

Authorization: 04C00003N

Dwg. 8 of 10



ATTSE

PROPOSED TELEPHONE FACILITIES
ON RIGHT OF WAY OF
JACKSON COUNTY

MARTIN BLUFF RD

Exchange:

GAUTIER 497

Designer:

SEAN MURPHY

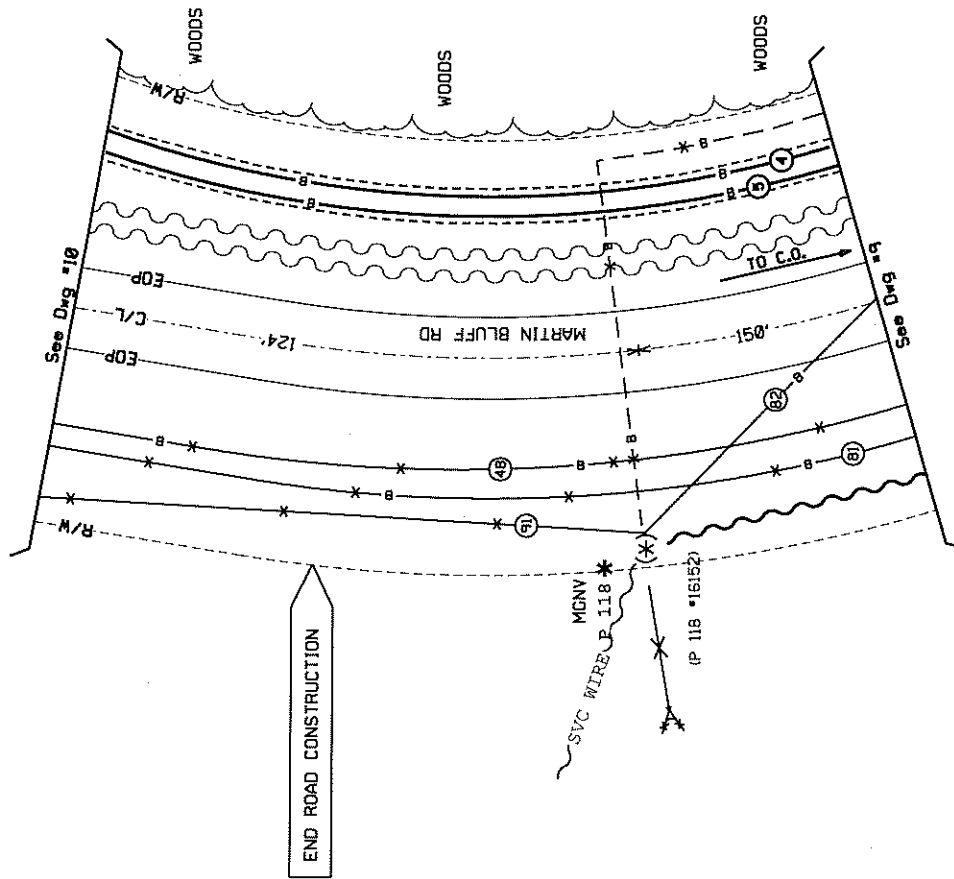
Phone:

228-868-5021

Authorization:

04C00003N

Dwg. 9 of 10



④ CABLE

⑤ CABLE

④⑧ CABLE

⑥① CABLE

385

⑥② CABLE

⑥④ CABLE

④ CABLE

⑤ CABLE

⑥ CABLE

⑩ CABLE

⑪ CABLE

⑫ CABLE

38 (13) CABLE

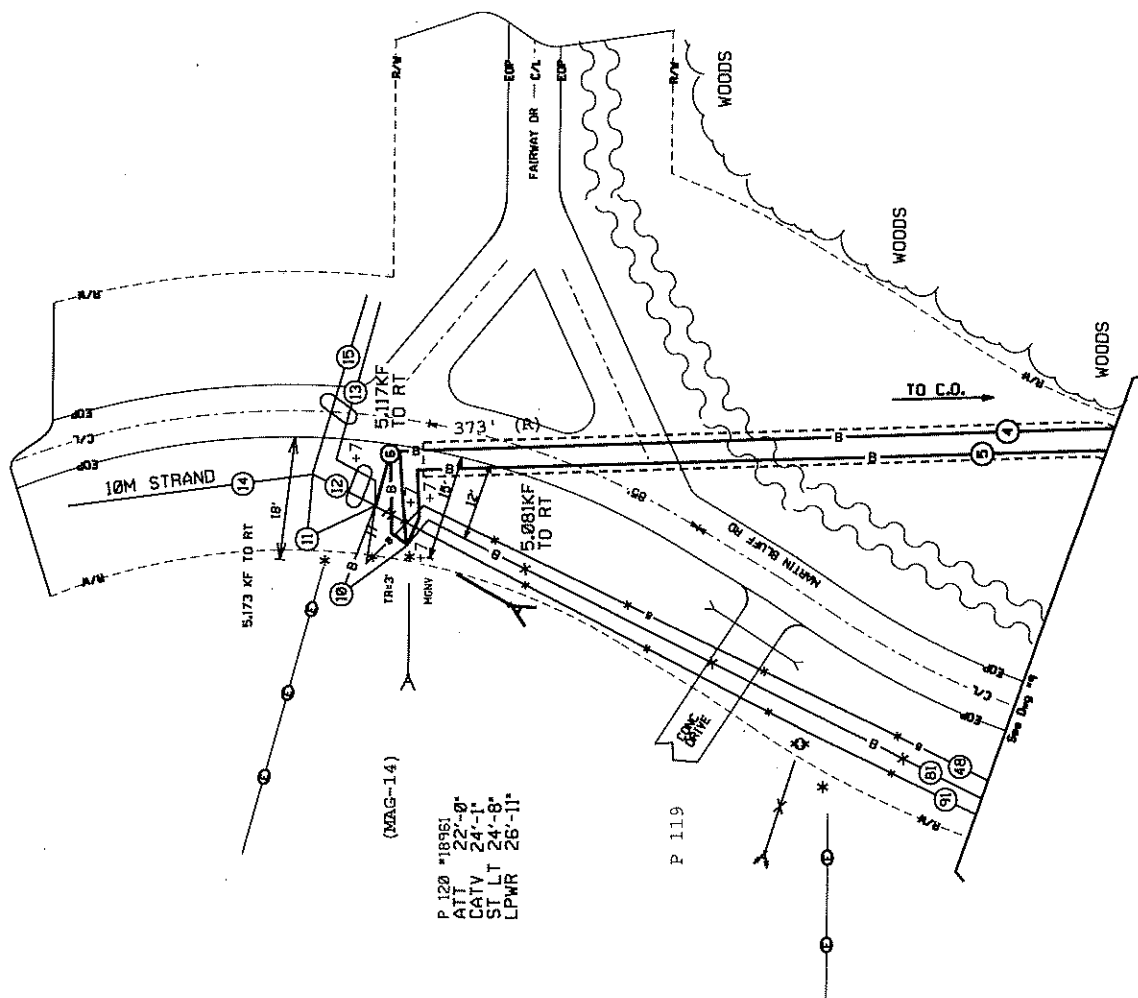
⑭ CABLE

⑮ CABLE

81 CABLE

48) CABLE

⑨ CABLE



ATTSE

**PROPOSED TELEPHONE FACILITIES
ON RIGHT OF WAY OF
JACKSON COUNTY**

MARTIN BLUFF RD

Exchange: CAUTIER 497

Designer: SEAN MURPHY

Phone: 228-868-5021

Authorization: 04C00003N

Dwg. 10 of 10

CITY OF GAUTIER
Consent Agenda Item #15
Fact Sheet

Council Meeting:
Title:

November 5, 2019
Approval of water and sewer adjustments dated
November 2019 in the amount of \$7,636.07.

Introduced by:
Contact Person/Telephone

Cynthia Russell 497- 8000 ext. 302

Summary Explanation: Approval of water and sewer adjustments dated November 2019 in the amount of \$7,636.07.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2019

WHEREAS, the City Council has authorized the City Manager to establish payment plans and fee adjustments contingent upon Council approval; and

WHEREAS, the City Council has adopted a Comprehensive Fee Schedule that establishes such fees for the equitable provision of services;

WHEREAS, based on the reasons included on the attached documentation, the Mayor and Council hereby find that, due to unforeseen events, the respective users did not receive the benefit of the relevant utility;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the attached list of water and sewer adjustments dated November 2019 in the amount of \$7,636.07 is hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 5, 2019.

NOVEMBER 2019 UTILITY ADJUSTMENTS							
ACCT #	WATER	SEWER	L/C	CAPACITY	TAX	ADJ	ADJUSTMENT
005-15901-001		\$75.11				\$75.11	POOL FILL
011-16601-000		\$51.06				\$51.06	WATER LINE
015-12501-002		\$58.37				\$58.37	POOL FILL
020-05401-000		\$170.01	\$70.00			\$240.01	WATER LINE
027-17001-000	\$115.08	\$129.87	\$70.00			\$314.95	LEAK AT METER
027-17801-001		\$208.95	\$105.00			\$313.95	BUSTED PIPE
035-05901-003		\$81.77	\$35.00			\$116.77	POOL FILL
044-08201-002		\$66.04				\$66.04	WATER LINE
059-04201-004		\$189.07	\$105.00			\$294.07	BUSTED PIPE
062-00901-003	\$86.19	\$115.60	\$70.00	\$50.00	\$4.90	\$326.69	THEFT OF UTILITIES
062-12401-000		\$61.14				\$61.14	BROKEN SPIGOT
065-08501-006	\$134.89	\$151.24	\$35.00			\$321.13	THEFT OF UTILITIES
065-12401-000		\$116.73				\$116.73	BUSTED PIPE
077-02101-001		\$75.58				\$75.58	BROKEN SPIGOT
080-16601-000	\$401.11	\$449.72	\$70.00			\$920.83	THEFT OF UTILITIES
086-12101-000		\$102.49				\$102.49	WATER LINE
095-10601-008		\$308.11				\$308.11	WATER LINE
095-10701-000		\$65.76				\$65.76	POOL FILL
098-06301-002		\$415.98	\$140.00			\$555.98	BUSTED PIPE
098-15401-003		\$164.46				\$164.46	POOL FILL
103-00201-000	\$361.94	\$485.41	\$105.00	\$200.00	\$7.35	\$1,159.70	THEFT OF UTILITIES
105-06511-000		\$894.31	\$70.00			\$964.31	WATER LINE
105-13101-000		\$48.57				\$48.57	POOL FILL
113-33301-001		\$96.10				\$96.10	POOL FILL
116-36401-007		\$22.02				\$22.02	POOL FILL
119-40001-000		\$141.25				\$141.25	POOL FILL
125-09501-001		\$54.94				\$54.94	POOL FILL
139-11801-001		\$301.37	\$105.00			\$406.37	POOL FILL
139-47251-005		\$123.58	\$70.00			\$193.58	BROKEN SPIGOT
TOTAL	\$1,099.21	\$5,224.61	\$1,050.00	\$250.00	\$12.25	\$7,636.07	

COMPLETED

THESE FOLLOW POLICY/ RECOMMEND APPROVAL

**CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
November 5, 2019**

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES:
