

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
March 3, 2020 @ 6:30 PM**

I. Call to Order

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

II. Agenda Order Approval

III. Announcements

- 1. Gautier Mayor's Youth Council presents "Drive in Movie Night," March 13th at 7:30 P.M. at Singing River Mall.**
- 2. 4th Annual Paint the Town Plein Air Art Competition is March 28, 2020 at Gautier City Hall from 8 A.M - 4 P.M.**
- 3. Earth Day Celebration is Saturday, April 4, 2020 at George Martin City Park from 10:00 A.M. - 12:00 P.M.**
- 4. 9th Annual Easter Egg Hunt is Saturday, April 4, 2020 at Singing River Mall @ 2:00 P.M.**

IV. Presentation Agenda

- 1. Recognition of Nateria Wilson, College Park Elementary, as the winner of the Pascagoula-Gautier School District 1st Graders Earth Day Coloring Contest**
- 2. Intellectual and Developmental Disabilities Awareness Proclamation**

V. Business Agenda

1. Resolution authorizing and directing the issuance of the Mississippi General Obligation refunding Bonds, Series 2020, not to exceed \$4,400,000.00.

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

1. Approval of Change Order No. 2 for the Shepard State Park Log Cabin, Phase III, project
2. Approval of Change Order No. 3 for the Shepard State Park Log Cabin, Phase III, project
3. Authorization to enter into a Professional Services Agreement with Wright, Ward, Hatten & Guel to audit the financial statements of the City of Gautier for the year ended September 30, 2019.
4. Approval of a revised Contract Gardner Agreement
5. Authorization is requested for retiring Police Chief Dante Elbin to purchase his duty weapon for \$1.00
6. Approval of water and sewer adjustments dated February 2020 in the amount of \$14,240.43.
7. Approval of minutes from Recessed Council Meeting held February 18, 2020.

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 March 17, 2020 at 6:30 pm
www.gautier-ms.gov

**CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
March 3, 2020**

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. **Gautier Mayor's Youth Council presents "Drive in Movie Night," March 13th at 7:30 P.M. at Singing River Mall.**
2. **4th Annual Paint the Town Plein Air Art Competition is March 28, 2020 at Gautier City Hall from 8 A.M - 4 P.M.**
3. **Earth Day Celebration is Saturday, April 4, 2020 at George Martin City Park from 10:00 A.M. - 12:00 P.M.**
4. **9th Annual Easter Egg Hunt is Saturday, April 4, 2020 at Singing River Mall @ 2:00 P.M.**

NOTES:

4th Annual City of Gautier Paint the Town Plein Air Art Competition



Paint the Town Plein Air Art Competition

Registration:

March 28, 2020

8:00 a.m.—9:00 a.m.

Location:

Gautier City Hall
3330 Hwy 90

Registration Fee:

\$20 if registered by March 20th

\$25 after March 20th

Adult Division

\$250.00 1st Place Cash Prize

Youth Division

\$100.00 1st Place Cash Prize

ART WILL BE JURIED

Paint Location Saturday

9-12 George Martin City
Park 902 De La Pointe

Suggested Painting Locations 1-4

- Shepard State Park
1034 Graveline Rd
- Indian Point Birding
Trail 1600 Indian Point
Pkwy
 - Sandhill Crane Refuge
7200 Crane Lane
 - Pitalo's Marine
704 Sandstone
 - Mary Walker Marina
3308 Mary Walker
 - Any Location within the
City of Gautier

In conjunction with

La Côte en Plein Air

painting across the coast

Presented by Art Space 86 and Walter Anderson Museum of Art

Calling all Artist!!
Capture the Beauty of Gautier!

Plein Air Art Competition

March 28th 8-4pm

Registration: Gautier City Hall
First location for La Côte en Plein Air

Painter's Social

March 28th 4-5:30pm

Gautier City Hall

Mix & Mingle ~ Light Hors d'oeuvres will be served

La Côte en Plein Air

painting across the coast

March 28th—April 3rd

Art Show & Reception

March 31, 2020

6-8pm Gautier City Hall

Award Ceremony

The public is encouraged to visit City Park on March 28th 9am - 12 noon to view the artists as they capture the beauty of Gautier at the nature fitness trail, which is nestled under the shade of beautiful mature oaks and magnolias with a breathtaking view of the bayou!

For more information/official rules for Paint the Town visit www.gautier-ms.gov or check us out on Facebook @ Gautier Events , Gautier Recreation & Community Events or contact: Chassity Bilbo 228-497-8000 ext. 317 cbilbo@gautier-ms.gov

For information on La Côte en Plein Air - painting across the coast visit Facebook: Art Space 86, La Côte en Plein Air or contact :Jerrold Partridge painterjerrod@gmail.com

City of Gautier

EARTH DAY

CELEBRATION!



Sponsored By



Nature's Playground



Art Work
Created By
Nateria Wilson
College Park
Elementary



Gautier Recreation
The City of Gautier

Saturday, April 4, 2020

George Martin City Park

10:00 am - 12:00 pm

PLANTS. ECO TOURS . PRODUCE. POTTERY. CHILDREN ACTIVITIES ,
PET ADOPTIONS BY JACKSON COUNTY ANIMAL SHELTER



City of Gautier 9th Annual EASTER EGG HUNT

**Saturday , April 4th
Singing River Mall Property
2:00 P.M.**

Ages 1-10

Free pictures w/ Easter Bunny, hay ride along the Bunny Trail, face painting, and prizes!



**CITY OF GAUTIER, MISSISSIPPI
PRESENTATION AGENDA
March 3, 2020**

ITEM DESCRIPTION:

PRESENTATION AGENDA

1. Recognition of Nateria Wilson, College Park Elementary, as the winner of the Pascagoula-Gautier School District 1st Graders Earth Day Coloring Contest
2. Intellectual and Developmental Disabilities Awareness Proclamation

NOTES:

City of Gautier

EARTH DAY

CELEBRATION!



Sponsored By



Art Work
Created By
Nateria Wilson
College Park
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Gautier Recreation
The City of Gautier

Saturday, April 4, 2020

George Martin City Park

10:00 am - 12:00 pm

PLANTS. ECO TOURS . PRODUCE. POTTERY. CHILDREN ACTIVITIES ,
PET ADOPTIONS BY JACKSON COUNTY ANIMAL SHELTER

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

WHEREAS, more than 47,000 children and adults in the state of Mississippi have an intellectual or developmental disability; and

WHEREAS, people with intellectual or developmental disabilities share the same desires as other Mississippians including goals in education, meaningful work, and an independent community life; and

WHEREAS, Mississippians with intellectual or developmental disabilities have the ability, and the right to work, worship, learn, and enjoy life wherever they choose; and

WHEREAS, Mississippians with intellectual or developmental disabilities contribute significantly to their schools, families, relationships, neighborhoods, faith communities, and the workforce; and

WHEREAS, people with intellectual or developmental disabilities deserve the total support, respect, and acceptance of all citizens of our state; and

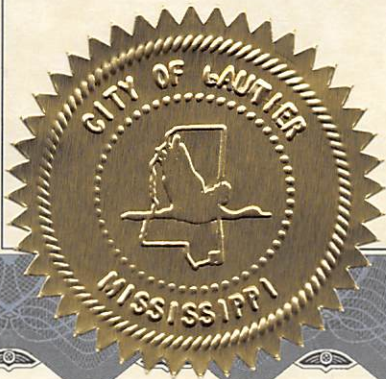
WHEREAS, all citizens are encouraged to recognize the unique strengths and contributions of people with intellectual or developmental disabilities and that they enrich the state of Mississippi and make it a better place to live for everyone.

NOW, THEREFORE, I, Phil Torjusen, Mayor of the City of Gautier, Mississippi, do hereby proclaim the month of March 2020 as

INTELLECTUAL AND DEVELOPMENTAL DISABILITIES AWARENESS MONTH

in the City of Gautier, Mississippi.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the Seal of the City of Gautier, Mississippi, to be affixed on this the 3th, day of March, 2020.



Phil Torjusen, Mayor
City of Gautier, Mississippi

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

Council Meeting: March 3, 2020
Title: Resolution authorizing and directing the issuance of The Mississippi General Obligation Refunding Bonds, Series 2020, not to exceed \$4,400,000.

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

Summary Explanation: Resolution authorizing and directing the issuance of The Mississippi General Obligation Refunding Bonds, Series 2020, not to exceed \$4,400,000.

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:

The Mayor and City Council of the City of Gautier, Mississippi (the "City"), took up for consideration the matter of refunding certain prior bonds of the City, 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 \$4,400,000 CITY OF GAUTIER, MISSISSIPPI GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020 FOR THE PURPOSE OF THE CURRENTLY REFUNDING CERTAIN PRIOR BONDS OF THE CITY OF GAUTIER, MISSISSIPPI; PRESCRIBING THE FORM AND DETAILS OF SAID BONDS; DIRECTING THE PREPARATION, EXECUTION AND DELIVERY OF SAID BONDS; PROVIDING CERTAIN COVENANTS OF SAID CITY IN CONNECTION WITH SAID BONDS; AUTHORIZING THE NEGOTIATED SALE AND PRIVATE PLACEMENT OF SAID BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A PRIVATE PLACEMENT AGREEMENT IN CONNECTION WITH THE SALE OF SAID BONDS; APPROVING THE FORM OF AND THE EXECUTION AND DELIVERY OF AN ESCROW TRUST AGREEMENT IN CONNECTION WITH SAID BONDS AND SAID OUTSTANDING PRIOR BONDS; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and City Council (the "Governing Body") of the City of Gautier, Mississippi (the "City"), acting for and on behalf of the City, is authorized by Sections 31-27-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "Refinancing Act"), to issue refunding bonds of the City for the purpose of refinancing outstanding indebtedness of the City at more favorable interest rates, provided, among other things, that such refinancing results in net present value savings to maturity of not less than two percent (2%) of the bonds being refinanced; and

WHEREAS, pursuant to the provisions of Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time, the City did heretofore issue its \$7,000,000 (original principal amount) General Obligation Bonds, Series 2010, dated August 1, 2010 (the "2010 Bonds"), for the purpose of constructing, improving or paving streets, including, but not all inclusive, Martin Bluff Road, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; constructing bridges and culverts; purchasing firefighting equipment and apparatus, and providing housing for same, and purchasing land therefor; repairing, improving and extending the sanitary, storm, drainage or sewerage systems; repairing, improving and extending the waterworks distribution system; erecting municipal buildings and purchasing buildings or land therefor, and for repairing, improving, adorning and equipping the same; and

WHEREAS, the 2010 Bonds were issued pursuant to a resolution of the Governing Authority adopted on August 17, 2010 (the "Prior Bond Resolution"); and

WHEREAS, the City is desirous of currently refunding and redeeming all or a portion of the outstanding 2010 Bonds (the "Refunded Bonds"); and

WHEREAS, long-term interest rates in the tax-exempt bond market are presently favorable to such a refunding; and

WHEREAS, the Refinancing Act authorizes such refunding bonds to be secured by a pledge of the same source of security, or such other security as the Governing Body may lawfully pledge, or both; and

WHEREAS, the Governing Body, acting for and on behalf of the City, has determined that such current refunding would be in the financial best interest of the City; and

WHEREAS, pursuant to the Refinancing Act, the portion of the Refunded Bonds selected for refunding can be legally or economically defeased; and

WHEREAS, the Governing Body, acting for and on behalf of the City, is authorized under the provisions of the Refinancing Act, to, among other things, issue such refunding bonds in one or more series, provide for the terms and details of such refunding bonds, to sell such refunding bonds at public or private sale (which sale shall be on such terms and in such manner as the Governing Body shall determine to be in the City's best interest), to make arrangements for the refunding of the Refunded Bonds and to make all other arrangements relating to such refunding bonds subject to the requirements of the Refinancing Act; and

WHEREAS, the Governing Body has determined that the sale of such refunding bonds through private sale will provide the Governing Body with the greatest degree of flexibility in the marketing of such refunding bonds and will ensure the most favorable long-term interest rates and will thereby maximize the interest savings for the City; and

WHEREAS, on February 18, 2020, the Governing Body adopted a resolution (the "Intent Resolution") declaring its intention to issue such refunding bonds for the purpose of currently refunding the Refunded Bonds; and

WHEREAS, pursuant to the Intent Resolution, the Governing Body selected Butler Snow LLP, Ridgeland, Mississippi, as bond counsel ("Bond Counsel"), Government Consultants, Inc., Madison, Mississippi, as municipal advisor (the "Municipal Advisor"), and Bordis & Danos, PLLC, Ocean Springs, Mississippi, as counsel to the City ("City Counsel") in connection with the sale of said refunding bonds; and

WHEREAS, the Governing Body, acting for and on behalf of the City, has determined that it is necessary and advisable to issue not to exceed \$4,400,000 City of Gautier, Mississippi General Obligation Refunding Bonds, Series 2020 (the "Bonds") for the purpose of currently refunding and redeeming the Refunded Bonds; and

WHEREAS, The Bonds shall be general obligations of the City payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the City; and

WHEREAS, the Bonds will be placed with The First, A National Banking Association, Hattiesburg, Mississippi (the "Purchaser") pursuant to the terms and provisions of a Commitment to Finance (the "Commitment") and a Private Placement Agreement (the "Private Placement Agreement"), by and between Raymond James & Associates, Inc. as placement agent (the "Placement Agent"), and the City; and

WHEREAS, there have been submitted to this meeting forms of:

(a) The Commitment setting out the terms of the Purchaser's commitment to purchase the Bonds;

(b) the Private Placement Agreement providing for the terms and conditions of the sale of the Bonds, and

(c) an escrow trust agreement (the "Escrow Agreement"), by and between the City and an escrow agent (the "Escrow Agent"), providing for the payment and redemption of the Refunded Bonds; and

WHEREAS, it appears that each of the documents above referred to, which documents are now before the Governing Body, is in appropriate form and is an appropriate document for the purposes identified; and

WHEREAS, all conditions, acts and things required by the Refinancing Act and the Constitution and laws of the State of Mississippi (the "State") to have existed, to have happened and to have been performed precedent to and in connection with the adoption of this resolution, the sale and issuance of the Bonds, and the execution and delivery of the Commitment, the Private Placement Agreement and the Escrow Agreement have happened and have been performed in regular and due time, form and manner as required by law; and

WHEREAS, it is proposed that the Governing Body should take all such additional actions, authorize the execution of such documents and certificates and authorize such other actions and proceedings as shall be necessary in connection with the sale and issuance of the Bonds and the current refunding and redemption of the Refunded Bonds; and

WHEREAS, the issuance of the Bonds does not exceed any statutory or constitutional limitation upon indebtedness which may be incurred by the City.

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. This resolution is adopted pursuant to the Refinancing Act and other applicable laws of the State.

SECTION 2. In addition to any words and terms elsewhere defined herein, the following words and terms shall have the following meanings, unless some other meaning is plainly intended:

"Agent" shall mean any Paying Agent or Transfer Agent, whether serving in either or both capacities, designated by the Governing Body unless otherwise provided herein, and whose duties and responsibilities shall be as further limited or set forth in the form of Bonds and this resolution.

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

"Bond" or "Bonds" shall mean the not to exceed \$4,400,000 City of Gautier, Mississippi General Obligation Bonds, Series 2020.

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

"Bond Fund" shall mean the fund by that name established pursuant to Section 19.

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

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

"City Counsel" shall mean Bordis & Danos, PLLC, Ocean Springs, Mississippi.

"Commitment" shall mean the commitment of the Purchaser to purchase the Bonds in substantially the form attached hereto as Exhibit A.

"Escrow Agent" shall mean the Escrow Agent under the Escrow Agreement to be selected by the Mayor as provided for in Section 29 hereof.

"Escrow Agreement" shall mean the Escrow Trust Agreement, by and between the City and the Escrow Agent providing for the payment and redemption of all or a portion of the Refunded Bonds, a copy of which is attached hereto as Exhibit C.

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

"Mayor" shall mean the Mayor of the City.

"Municipal Advisor" shall mean Government Consultants, Inc., Madison, Mississippi.

"Paying Agent" shall mean any bank, trust company or other institution for the payment of the principal of and interest on the Bonds to be selected by the Mayor as provided for in Section 29 hereof.

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

"Placement Agent" shall mean Raymond James & Associates, Inc., Inc., Memphis, Tennessee.

"Prior Bond Resolution" shall mean the resolution of the Governing Body adopted on August 17, 2010 authorizing the issuance of the 2010 Bonds.

"Private Placement Agreement" shall mean the Private Placement Agreement by and between the City and the Placement Agent providing for the sale of the Bonds, a copy of which is attached hereto as Exhibit B.

"Purchaser" shall mean The First, A National Banking Association, Hattiesburg, Mississippi, as purchaser of the Bonds.

"Refinancing Act" shall mean Sections 31-27-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time.

"Refunded Bonds" shall mean all or a portion of the outstanding maturities of the 2010 Bonds.

"Registered Owner" or "Registered Owners" shall mean the Person whose name shall appear in the Registration Records.

"Registration Records" shall mean the records maintained by the Transfer Agent on behalf of the City for the registration and transfer of the Bonds.

"Series 2020 Cost of Issuance Account" shall mean the account by that name created and established with the Escrow Agent pursuant to the Escrow Agreement.

"Series 2020 Escrow Account" shall mean the account by that name created and established with the Escrow Agent pursuant to the Escrow Agreement.

"Transfer Agent" shall mean any bank, trust company or other institution to be selected by the Mayor as provided for in Section 29 hereof for the registration of owners of the Bonds and for the performance of such other duties as may be hereafter specified by the Governing Body.

"2010 Bonds" shall mean the \$7,000,000 (original principal amount) General Obligation Bonds, Series 2010, dated August 1, 2010.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words and terms herein defined shall be equally applicable to the plural as well as the singular form of any such word or term.

SECTION 3. Proceeding under the authority of the Refinancing Act, there shall be and there are hereby authorized and directed to be issued City of Gautier, Mississippi General Obligation Refunding Bonds, Series 2020 in an aggregate principal amount not to exceed Four Million Four Hundred Thousand Dollars (\$4,400,000). The Bonds are being issued for the purpose of financing the current refunding and redemption of the Refunded Bonds and to pay certain costs incident to the sale, issuance and delivery of the Bonds.

SECTION 4. The Governing Body hereby finds and determines that: (a) the net proceeds of the Bonds shall be applied to the current refunding and redemption of the Refunded Bonds and the payment of the costs of issuance related to the Bonds; (b) the Bonds shall not be issued unless all of the requirements of the Refinancing Act and other applicable laws of the State are met

including without limitation, the requirement of at least a two percent (2%) net present value savings for the Refunded Bonds; (c) pursuant to the Refinancing Act, the Bonds shall be general obligations of the City and the full faith, credit and resources of the City are hereby pledged for the payment of the principal of and interest on the Bonds; (d) the aggregate principal amount of the Bonds shall not exceed Four Million Four Hundred Thousand Dollars (\$4,400,000); (e) the Bonds shall not bear a greater overall maximum interest rate to maturity than eleven percent (11%) per annum as allowed by the Refinancing Act; and (f) pursuant to the Refinancing Act, the Bonds may be secured by a pledge of the same source of security as the Refunded Bonds, or such other security as the Governing Body may lawfully pledge, or both.

SECTION 5. Due to the character of the Bonds, the complexity of structuring the Bonds and prevailing market conditions, the Bonds shall be sold to the Purchaser at private sale pursuant to the terms and provisions of the Commitment and the Private Placement Agreement. The Mayor, acting for and on behalf of the City, is hereby authorized and directed to negotiate with the Placement Agent for the sale of the Bonds and to make the final decisions regarding the aggregate principal amount of the Bonds and the Refunded Bonds to be redeemed and defeased, and to make all final determinations necessary to structure the Bonds.

SECTION 6. (a) In consideration of the purchase and acceptance of any and all of the Bonds by the Registered Owners thereof, this resolution shall constitute a contract between the City and the Registered Owners from time to time of the Bonds. The pledge made herein and the covenants and agreements herein set forth to be performed on behalf of the City shall be for the equal benefit, protection and security of the Registered Owners of any and all of the Bonds, all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction.

(b) The Bonds shall be general obligations of the City, and the full faith, credit and resources of the City are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as the same shall respectively mature and accrue. For the purposes of effectuating and providing for the payment of the principal of and interest on the Bonds, as the same shall respectively mature and accrue, there shall be and is hereby levied to the extent necessary therefore a direct, continuing special tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of and the interest on the Bonds; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the City on or prior to September 1 of that year has transferred money to the Bond Fund (as established in Section 19 of this resolution), or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Bonds due during the ensuing fiscal year of the City, in accordance with the provisions of this resolution. When necessary, said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to rate or amount. The avails of said tax are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as the same shall respectively mature and accrue. Should there be a failure in any year to comply with the requirements of this Section 6(b), such failure shall not impair the right of the Registered Owners of any of the Bonds in any

subsequent year to have adequate taxes levied and collected to meet the obligations of the Bonds, both as to principal and interest.

SECTION 7. (a) The Bonds shall be dated the date of their delivery and shall bear interest from said date at the rates per annum to be set forth in the Commitment and the Private Placement Agreement; provided, however, that the Bonds shall not bear a greater overall maximum interest rate to maturity than eleven percent (11%) per annum as allowed by the Refinancing Act, and the Bonds shall mature no later than August 1, 2030, in the years and in the principal amounts to be set forth in the Private Placement Agreement. Interest on the Bonds will be computed on the basis of a 360-day year consisting of twelve (12) thirty (30) day months.

(b) The Bonds shall be initially issued as fully registered bonds in the denominations of \$100,000 and integral multiples of \$1,000 in excess thereof and shall be numbered separately from R-1 upwards without regard to maturity.

(c) The principal of said Bonds shall be payable in lawful money of the United States of America upon presentation and surrender thereof as the same shall become due to the Paying Agent. Interest will be payable by check or draft drawn upon the Paying Agent, made payable to the Registered Owner named in the Registration Records, and mailed to the address of the Registered Owner as it shall appear on the Registration Records.

(d) The Bonds will be subject to redemption prior to their respective maturities as provided in the Commitment and the Private Placement Agreement.

(e) The Bonds may be subject to mandatory sinking fund redemption, in part, prior to maturity, in the principal amount for each year together with accrued interest to the date of redemption, as may be set forth in the Private Placement Agreement.

(f) Notice of a call for redemption, other than mandatory sinking fund redemption, shall be mailed, postage prepaid, not less than five (5) days prior to the redemption date, to all registered owners of the Bonds to be redeemed at their addresses on the registration records of the City maintained by the Paying Agent.

(g) On the date designated for redemption, notice having been mailed to the Registered Owners of the Bonds to be redeemed as provided in the second paragraph of this Section 7, and monies sufficient for the payment of the redemption price of said Bonds being held by the Paying Agent or an escrow agent, the Bonds so called for redemption shall become due and payable at the redemption price provided for in the notice of redemption of such Bonds and on such date, interest on such Bonds shall cease to accrue, such Bonds shall cease to be entitled to any lien, benefit or security under this resolution and shall no longer be deemed to be outstanding hereunder, and the Registered Owners shall have no rights in respect thereof except to receive payment of the redemption price thereof (including interest accrued to such redemption date) from the funds held for that purpose.

SECTION 8. The principal of the Bonds shall be payable in lawful money of the United States of America upon presentation and surrender thereof as the same shall become due to the Paying Agent. Interest will be payable by check or draft drawn upon the Paying Agent, made

payable to the Registered Owner named in the Registration Records, and mailed to the address of the Registered Owner as it shall appear on the Registration Records.

SECTION 9. The Commitment, in the in the form submitted to this meeting and attached hereto as Exhibit A, shall be, and the same hereby is, approved in substantially said form. The Mayor is hereby authorized and directed to execute and deliver the Commitment with such changes, insertions and revisions therein as such officer, as representative of the Governing Body, may in his opinion determine to be required, said execution being conclusive evidence of such approval.

SECTION 10. The Private Placement Agreement, in the form submitted to this meeting and attached hereto as Exhibit B, shall be, and the same hereby is, approved in substantially said form. The Mayor and the Clerk are hereby authorized and directed to execute and deliver the Private Placement Agreement with such changes, insertions and revisions therein as such officers, as representatives of the Governing Body, may in their opinions determine to be required, said execution being conclusive evidence of such approval.

SECTION 11. The Escrow Agreement, in the form submitted to this meeting and attached hereto as Exhibit C, shall be, and the same hereby is, approved in substantially said form. The Mayor and the Clerk are hereby authorized and directed to execute and deliver the Escrow Agreement with such changes, insertions and revisions therein as such officers, as representatives of the Governing Body, may, in their opinions, determine to be required, said execution being conclusive evidence of such approval.

SECTION 12. Pursuant to the authority granted by the Refinancing Act and the Registered Bond Act, being Sections 31-21-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented (the "Registered Bond Act"), the Bonds shall be executed by the manual or facsimile signature of the Mayor and the official seal of the City shall be affixed or lithographed or otherwise reproduced thereon, attested by the Clerk, and the Bonds shall be authenticated by the Agent. The Agent shall authenticate each Bond by executing the Agent's certificate thereon, and no Bond shall be valid or become obligatory for any purpose until such certificate shall have been duly executed by the Agent. Such certificate, when duly executed on behalf of the City, shall be conclusive evidence that the Bond so authenticated has been duly authenticated and delivered. The validation certificate, for which provision is hereinafter made, to appear on each Bond, shall be executed by the Clerk and the said certificate may be executed by the manual or facsimile signature of the Clerk. The Bonds shall be delivered to the Purchaser upon payment of the purchase price therefor in accordance with the terms and conditions of this resolution and the Private Placement Agreement, together with a complete certified transcript of the proceedings had and done in the matter of the authorization, sale, issuance and validation of the Bonds, and the final, unqualified approving opinion of Bond Counsel. Prior to or simultaneously with the delivery by the Agent of any of the Bonds, the City shall file with the Agent: (a) a copy, certified by the Clerk, of the transcript of proceedings of the City in connection with the authorization, sale, issuance and validation of the Bonds; and (b) an authorization to the Agent, signed by the Mayor and/or the Clerk, to authenticate and deliver the Bonds to the Purchaser. The Agent is authorized and directed to authenticate the Bonds and deliver them to the Purchaser upon payment of the purchase price of the Bonds to the City in accordance with this resolution and the Private Placement Agreement. Certificates, blank as to denomination, rate of interest and date of maturity and sufficient in

quantity in the judgment of the City to meet the reasonable transfer and reissuance needs of the Bonds, shall be printed and delivered to the Agent, and held by the Agent until needed for transfer or reissuance, whereupon the Agent shall imprint the appropriate information as to denomination, rate of interest and date of maturity prior to the registration, authentication and delivery thereof to the transferee holder. The Agent is hereby authorized upon the approval of the City to have printed from time to time as necessary additional certificates bearing the facsimile seal of the City and facsimile signatures of the Persons who were the officials of the City as of the date of original issue of the Bonds. When the Bonds shall have been executed as herein provided, they shall be registered as an obligation of the City in the Registration Records for that purpose. The Clerk shall cause to be imprinted upon each Bond, over her facsimile signature and facsimile seal, a certificate certifying that the Bonds have been validated which certificate shall be in substantially the form set out in Section 13.

SECTION 13. The form of the Bonds, the certificates to appear on the Bonds and the Agent's Certificate shall be in substantially the following forms and the Mayor be and is hereby authorized and directed to make such changes, insertions and omissions therein as may in his opinion be required:

[BOND FORM]

**THE SALE, ASSIGNMENT, REPLACEMENT OR TRANSFER
OF THIS BOND IS SUBJECT TO THE RESTRICTIONS IMPOSED
THEREON BY THE WITHIN MENTIONED RESOLUTION**

Number R-_____

\$_____

UNITED STATES OF AMERICA

**CITY OF GAUTIER, MISSISSIPPI
GENERAL OBLIGATION REFUNDING BONDS,
SERIES 2020**

**INTEREST
RATE**

**MATURITY
DATE**

**DATED
DATE**

August 1, 2030

May __, 2020

REGISTERED OWNER: The First, A National Banking Association

PRINCIPAL SUM:

GAUTIER, MISSISSIPPI (the "City"), a body politic existing under the Constitution and laws of the State of Mississippi (the "State"), hereby acknowledges itself indebted and for value received hereby promises to pay to the registered owner named above or registered assigns, on the maturity date stated above, upon presentation and surrender of this Bond at the corporate trust

office of _____ (such bank and any successor thereto hereinafter called collectively, the "Paying and Transfer Agent"), in _____, _____, the principal sum stated hereon in lawful money of the United States of America, and to pay to the registered owner hereof or registered assigns interest on such principal sum, in like money, from the dated date of this Bond until the maturity date hereof, at the interest rate per annum stated hereon, payable on the first day of February and August of each year, commencing August 1, 2020, by check or draft drawn upon the Paying and Transfer Agent, made payable to the registered owner named in, and mailed to the address of the registered owner as it shall appear on the registration records kept and maintained by the Paying and Transfer Agent as of the close of business on the date which shall be the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding each interest payment date.

For the performance in apt time and manner of every official act herein required, and for the prompt payment of this Bond, both principal and interest, the full faith, credit and resources of the City are irrevocably pledged. The Bonds (as hereinafter defined) are and will continue to be payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the City. The City will levy annually a special tax upon all taxable property within the geographical limits of the City adequate and sufficient to provide for the payment of the principal of and the interest on the Bonds as the same falls due; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the City on or prior to September 1 of that year has transferred money to the Bond Fund (as defined in the Resolution, as hereinafter defined), or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Bonds due during the ensuing fiscal year of the City, in accordance with the provisions of the Resolution.

This Bond is one of an authorized issue of General Obligation Refunding Bonds, Series 2020 of like date, tenor and effect, except as to rate of interest and date of maturity, aggregating the principal sum of _____ (\$_____) (the "Bonds") issued by the City pursuant to and in conformity with the Constitution and laws of the State, including, among others, Sections 31-27-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "Act"), and pursuant to a resolution duly adopted by the Mayor and City Council of the City on March 3, 2020 (the "Resolution"), for the purpose of (a) currently refunding and redeeming a portion of the outstanding \$7,000,000 (original principal amount) General Obligation Bonds, Series 2010, dated August 1, 2010; and (b) paying the costs incident to the sale and issuance of the Bonds. Reference is hereby made to the Resolution, copies of which are on file at the corporate trust office of the Paying and Transfer Agent and at the Office of the City Clerk of the City (the "Clerk"), to all of the provisions of which the Registered Owner hereof assents by acceptance of this Bond.

This Bond is transferable only upon the records kept for that purpose at the corporate trust office of the Paying and Transfer Agent, upon surrender at said office, together with a written instrument of transfer satisfactory to the Paying and Transfer Agent duly executed by the registered owner or his authorized attorney, and thereupon a new Bond or Bonds of like maturity, interest rate and aggregate principal amount shall be issued to the transferee. In like manner, this Bond may be exchanged for an equal aggregate principal amount of Bonds of any other authorized denominations. Bonds are issuable in the authorized denominations of \$1,000 or any integral

multiple thereof. The issuance, transfer, exchange and replacement of the Bonds of this issue and other similar matters are governed by conditions on file at the corporate trust office of the Paying and Transfer Agent and at the Office of the Clerk.

The Bonds shall be subject to redemption prior to their respective maturities as follows:

[TO COME]

Notice of a call for redemption, other than mandatory sinking fund redemption, shall be mailed, postage prepaid, not less than five (5) days prior to the redemption date, to all registered owners of the Bonds to be redeemed at their addresses on the registration records of the City maintained by the Paying Agent.

On the date designated for redemption, notice having been mailed to the registered owners of the Bonds to be redeemed as provided in the preceding paragraph, and monies sufficient for the payment of the redemption price of said Bonds being held by the Paying Agent or an escrow agent, the Bonds so called for redemption shall become due and payable at the redemption price provided for in the notice of redemption of such Bonds and on such date, interest on such Bonds shall cease to accrue, such Bonds shall cease to be entitled to any lien, benefit or security and shall no longer be deemed to be outstanding, and the Registered Owners shall have no rights in respect thereof except to receive payment of the redemption price thereof (including interest accrued to such redemption date) from the funds held for that purpose.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and to be performed precedent to and in the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Bond and the issue of which it forms a part, together with all other obligations of the City, does not exceed or violate any constitutional or statutory limitation.

This Bond shall not be valid or become obligatory for any purpose until this Bond shall have been authenticated by the execution by the Paying and Transfer Agent of the Paying and Transfer Agent's Certificate hereon.

The City and the Paying and Transfer Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the City nor the Paying and Transfer Agent shall be affected by any notice to the contrary.

IN WITNESS WHEREOF, the City of Gautier, Mississippi, acting by and through its Mayor and City Council, has caused this Bond to be executed in its name by the manual or facsimile signature of the Mayor of the City Council of the City, and has caused the official seal of the City to be affixed hereto, attested by the manual or facsimile signature of the Clerk.

(SEAL)

CITY OF GAUTIER, MISSISSIPPI

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____ as registrar and transfer agent to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

Signature guaranteed:

(Bank, Trust Company or Paying Agent)

(Authorized Officer)

Date of Assignment: _____

Insert Social Security Number or other Tax
Identification Number of Assignee

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without any alteration whatever, and must be guaranteed by a commercial bank or trust company or a member of a national securities exchange who is a member of a Medallion Signature Guarantee Program.

[END OF BOND FORM]

SECTION 14. The Governing Body hereby adopts, pursuant to the authority granted by the Refinancing Act and the Registered Bond Act, the following conditions (the "Conditions") which are to apply to the transfer, exchange and replacement of the Bonds, and other similar matters.

CONDITIONS AS TO THE ISSUANCE, TRANSFER, EXCHANGE AND REPLACEMENT OF THE BONDS

"Agent" as used in these Conditions means, as to Bonds designated herein, the bank or banks designated by action of the Governing Body as the Paying Agent and the Transfer Agent with respect to the Bonds and whose duties and responsibilities shall be as further limited or set forth in the form of Bonds and this resolution.

The principal of all Bonds shall be payable at the corporate trust office of the Agent, and payment of the interest on each Bond shall be made by the Agent on each interest payment date to the Person appearing on the Registration Records as the Registered Owner thereof as of the close of business on the date which shall be the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding such interest payment date, by check or draft mailed to such Registered

Owner at his address as it appears on such Registration Records. Payment of the principal of all Bonds shall be made upon the presentation and surrender for cancellation of such Bonds as the same shall become due and payable.

Bonds, upon surrender thereof at said corporate trust office of the Agent with a written instrument of transfer satisfactory to the Agent duly executed by the Registered Owner or his authorized attorney, may be exchanged for Bonds of like series, maturity and interest rate of any other authorized denominations. Each such Bond shall be dated as of the date six (6) months preceding the interest payment date thereon next following the date of delivery of such Bond in registered form, unless such date of delivery shall be an interest payment date in which case it shall be dated as of such date of delivery, and every such Bond in registered form shall bear interest from its date.

So long as the Bonds shall remain outstanding, the City shall cause the Agent to maintain and keep, at its corporate trust office, Registration Records for the registration and transfer of Bonds, and, upon presentation thereof for such purpose at such corporate trust office, the City shall cause the Agent to register or cause to be registered thereon, and permit to be transferred thereon, under such reasonable regulations as the Agent may prescribe, any Bond. So long as any of the Bonds remain outstanding, the City shall make all necessary provisions to permit the exchange of Bonds at the corporate trust office of the Agent.

All Bonds shall be transferable, only upon the Registration Records which shall be kept for that purpose at the corporate trust office of the Agent for the City, by the Registered Owner thereof in Person or his authorized attorney, upon surrender thereof, together with a written instrument of transfer satisfactory to the Agent, duly executed by the Registered Owner or his authorized attorney, and upon such transfer there shall be issued in the name of the transferee a new Bond or Bonds in registered form of the same series in the same aggregate principal amount and of like maturity and interest rate as the Bond or Bonds surrendered. Bonds issued in connection with transfers shall be dated in the same manner provided above for the dating of Bonds issued in connection with exchanges.

Neither the City nor the Agent shall be required (a) to exchange or transfer Bonds for a period of fifteen (15) days next preceding an interest payment date on the Bonds or next preceding any selection of Bonds to be redeemed or thereafter until the first mailing of any notice of redemption, or (b) to transfer or exchange any Bond called for redemption.

All Bonds surrendered in any exchanges or transfers shall forthwith be canceled by the Agent and thereafter transmitted to the City.

Prior to the issuance or delivery of any Bond, whether upon original issuance, transfer, exchange or replacement, the Agent shall manually execute the certificate of authentication provided thereon. No Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by

the Agent. Such certificate of the Agent upon any Bond executed on behalf of the City shall be conclusive evidence that the Bond so authenticated has been duly authenticated and delivered.

Bonds bearing the facsimile signature of any Person who shall have been the Mayor or Clerk at the time such Bonds were originally dated or delivered by the City shall bind the City notwithstanding the fact that he or she may have ceased to be such officer prior to the delivery of such Bonds or was not such officer at the date of such Bonds.

Except as otherwise required by law, if (a) any mutilated Bond is surrendered to the Agent at its corporate trust office, or the Agent receives evidence to its satisfaction of the destruction, loss or theft of any Bond and (b) there is delivered to the Agent such security and/or indemnity as may be required by it to save harmless the City and the Agent, and as otherwise required by law, then, in the absence of notice to the Agent that such Bond has been acquired by a bona fide purchaser as such term is defined in the Uniform Commercial Code as it is then in effect in the State, the Agent shall authenticate and deliver, in exchange for any such mutilated Bond, or in lieu of any such destroyed, lost or stolen Bond, a new Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The Agent shall thereupon cancel any Bond so surrendered.

In case any mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Agent in its discretion may, instead of issuing a new Bond, pay such Bond.

Each new Bond issued pursuant to this Section in lieu of any surrendered, destroyed, lost or stolen Bond shall constitute an additional contractual obligation of the City and shall be entitled to all benefits equally and proportionately with any and all other Bonds duly issued. All Bonds shall be held and owed upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds, and shall preclude (to the extent lawful) all other rights or remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds or securities.

Notwithstanding the foregoing provisions of these Conditions, no Bonds shall be exchanged for other Bonds or be registered or transferred or issued or delivered by or on behalf of the City or the Agent pursuant to this Section at the request of a holder or owner of a Bond, except upon payment to the Agent by or on behalf of such holder or owner of a charge sufficient to reimburse the City and the Agent for any tax, fee, or other governmental charge required to be paid with respect to the transaction.

The City and the Agent may treat and consider the Person in whose name any Bond shall be registered upon the Registration Records as herein provided as the holder and absolute owner thereof, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal thereof and interest thereon and for

all other purposes whatsoever; provided, however, payment of, or on account of, the principal of and interest on such Bond shall be made only to, or upon the order of, such Registered Owner, and such payment so made shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor any Agent shall be affected by any notice to the contrary.

SECTION 15. (a) So long as any of the Bonds shall remain outstanding, the City shall maintain with the Agent the Registration Records for the registration and transfer of the Bonds. The Agent is hereby appointed registrar for the Bonds, and the Agent shall register in such records and permit to be transferred thereon, under such reasonable regulations as may be prescribed, any Bond entitled to registration or transfer.

(b) The City shall pay or reimburse the Agent for reasonable fees for the performance of the services normally rendered and the incurring of normal expenses reasonably and necessarily paid as are customarily paid to paying agents, transfer agents and bond registrars, subject to agreement between the City and the Agent. Fees and reimbursements for extraordinary services and expenses, so long as not occasioned by the negligence, misconduct or willful default of the Agent, shall be made by the City on a case-by-case basis, subject, where not prevented by emergency or other exigent circumstances, to the prior written approval of the Governing Body.

(c) (1) An Agent may at any time resign and be discharged of its duties and obligations as Agent, by giving at least sixty (60) days written notice to the City, and may be removed as Agent at any time by resolution of the Governing Body delivered to the Agent. The resolution shall specify the date on which such removal shall take effect and the name and address of the successor Agent, and shall be transmitted to the Agent being removed within a reasonable time prior to the effective date thereof; provided, however, that no resignation or removal of an Agent shall become effective until a successor Agent has been appointed pursuant to such resolution.

(2) Upon receiving notice of the resignation of the Agent, the City shall promptly appoint a successor Agent by resolution of the Governing Body. Any appointment of a successor Agent shall become effective upon acceptance of appointment by the successor Agent. If no successor Agent shall have been so appointed and have accepted appointment within thirty (30) days after the notice of resignation, the resigning Agent may petition any court of competent jurisdiction for the appointment of a successor Agent, which court may thereupon, after such notice as it may deem appropriate, appoint a successor Agent.

(3) In the event of a change of an Agent, the predecessor Agent shall cease to be custodian of any funds held pursuant to this resolution in connection with its role as such Agent, and the successor Agent shall become such custodian; provided, however, that before any such delivery is required to be made, all fees, advances and expenses of the retiring or removed Agent shall be fully paid. Every predecessor Agent shall deliver to its successor Agent all records of account, the Registration Records, lists of holders of the Bonds and all other records, documents and instruments relating to its duties as such Agent.

(4) Any successor Agent appointed under the provisions hereof shall be a banking corporation, trust company or national banking association having Federal Deposit Insurance Corporation insurance of its accounts, duly authorized to exercise corporate trust powers and subject to examination by and in good standing with the federal and/or state regulatory authorities under the jurisdiction of which it falls.

(5) Every successor Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor Agent and to the City an instrument in writing accepting such appointment hereunder, and thereupon such successor Agent, without any further act, shall become fully vested with all the rights, immunities and powers, and be subject to all the duties and obligations, of its predecessor.

(6) Should any transfer, assignment or instrument in writing be required by any successor Agent from the City to more fully and certainly vest in such successor Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Agent, any such transfer, assignment and written instruments shall, on request, be executed, acknowledged and delivered by the City.

(7) The City will provide any successor Agent with certified copies of all resolutions, orders and other proceedings adopted by the Governing Body relating to the Bonds.

(8) All duties and obligations imposed hereby on an Agent or successor Agent shall terminate upon the accomplishment of all duties, obligations and responsibilities imposed by law or required to be performed by this resolution.

(d) Any corporation or association into which an Agent may be converted or merged, or with which it may be consolidated or to which it may sell or transfer its assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall be and become successor Agent hereunder and vested with all the powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of either the City or the successor Agent, anything herein to the contrary notwithstanding, provided only that such successor Agent shall be satisfactory to the City and eligible under the provisions of Section 15(c)(4) hereof.

SECTION 16. The Bonds shall be prepared and executed as soon as may be practicable after the adoption of this resolution and shall thereafter be delivered to the Purchaser.

SECTION 17. If (a) the City shall pay or cause to be paid to the owners of the Bonds the principal of, and interest to become due thereon at the times and in the manner stipulated therein and herein, (b) all fees and expenses of the Agent shall have been paid, and (c) the City shall have kept, performed and observed all and singular the covenants and promises in the Bonds and in this resolution expressed as to be kept, performed and observed by it or on its part, then the Bonds shall cease to be entitled to any lien, benefit or security under this resolution and shall no longer be deemed to be outstanding hereunder. If the City shall pay or cause to be paid to the owners of outstanding Bonds of a particular maturity, the principal of, and interest to become due thereon at

the times and in the manner stipulated therein and herein, such Bonds shall cease to be entitled to any lien, benefit or security under this resolution and shall no longer be deemed to be outstanding hereunder.

All Bonds for the payment of which sufficient monies, or, to the extent permitted by the laws of 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 other securities 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 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 on such municipal obligations (all of which collectively, with Government Obligations, are hereinafter called "Defeasance Securities"), shall have been deposited with an escrow agent appointed for the purpose in trust for the owners thereof, which may be the Agent, (whether upon or prior to the maturity or the redemption date of such Bonds) shall be deemed to have been paid within the meaning of this Section, shall cease to be entitled to any lien, benefit or security under this resolution and shall no longer be deemed to be outstanding hereunder and the Registered Owners shall have no rights in respect thereof except to receive payment of principal of and interest on such Bonds from the funds held for that purpose. Defeasance Securities will be considered sufficient 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 the Bonds. For the purpose of this Section, Defeasance Securities shall mean and include only (a) such Defeasance Securities which shall not be subject to redemption prior to their maturity other than at the option of the holder thereof or (b) Defeasance Securities which, if subject to redemption shall, nevertheless, in all events, regardless of when redeemed, provide sufficient and timely funds for payment of the principal of and interest on the Bonds to be paid thereby.

SECTION 18. As authorized by the Refinancing Act, the Bonds may be submitted for validation in the Chancery Court of Jackson County, Mississippi, in the manner and with the force and effect provided by Sections 31-13-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time, and to that end a certified transcript of all proceedings and other documents relating to the sale and issuance of the Bonds forthwith shall be prepared and forwarded to the State's Bond Attorney by Bond Counsel and the Clerk.

SECTION 19. (a) The City shall maintain with a qualified depository thereof the Bond Fund in its name for the payment of the principal of and interest on the Bonds and the payment of the Agents' fees in connection therewith. There shall be deposited into the Bond Fund as and when received:

(1) the accrued interest and the premium, if any, as directed by the Mayor, received upon delivery of the Bonds;

(2) the avails of any of the ad valorem taxes levied and collected pursuant to Section 6 hereof;

(3) any income received from investment of monies in the Bond Fund; and

(4) any other funds available to the City which may be lawfully used for payment of the principal of and interest on the Bonds, and which the Governing Body in its discretion, may direct to be deposited into the Bond Fund.

(b) As long as any principal of and interest on the Bonds remains outstanding, the Clerk is hereby irrevocably authorized and directed to withdraw from the Bond Fund sufficient monies to make the payments herein provided for and to transfer same to the account of the Agent in time to reach said Agent at least five (5) days prior to the date on which said interest or principal and interest shall become due.

SECTION 20. The principal proceeds received upon the sale of the Bonds shall be deposited with the Escrow Agent in the Series 2020 Escrow Account and the Series 2020 Cost of Issuance Account (as such terms are defined in the Escrow Agreement) as directed by the Escrow Agreement. The portion of the proceeds of the Bonds deposited in the Series 2020 Cost of Issuance Account shall be used by the Escrow Agent to pay all legal fees and expenses including those of Bond Counsel and City Counsel, the fees and expenses of the Municipal Advisor, the Placement Agent fees, the Agent fees and expenses, the Escrow Agent fees and expenses, premiums, commissions, rating agency fees and all other fees and expenses incurred by the City in connection with the authorization, issuance, sale, validation and delivery of the Bonds. The balance of the proceeds of the Bonds shall be deposited into the Series 2020 Escrow Account and used by the Escrow Agent for the payment of the principal and interest on the Refunded Bonds being refunded with the proceeds of the Bonds (as more particularly described in the Escrow Agreement) upon redemption or maturity thereof.

SECTION 21. The Governing Body, acting for and on behalf of the City, hereby irrevocably elects and directs that the Refunded Bonds selected for refunding shall be redeemed on such date as may be determined by the Mayor to be in the best interest of the City and that is in compliance with the terms and provisions of the Prior Bond Resolution. The Mayor is hereby authorized and directed to notify the paying agent for the Refunded Bonds, as set forth in the the Prior Bond Resolution, of the refunding of the Refunded Bonds and such paying agent is hereby authorized and directed to provide notice of the current refunding and the redemption of the Refunded Bonds, as appropriate, to the holders of such Refunded Bonds pursuant to the terms and provisions of the Prior Bond Resolution and the Escrow Agreement.

SECTION 22. The City covenants to comply with each requirement of the Internal Revenue Code of 1986, as amended (the "Code"), necessary to maintain the excludability of interest on the Bonds from gross income for federal income tax purposes, and in furtherance thereof, to comply with a certificate to be executed and delivered concurrently with the issuance of the Bonds, 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 Bonds from gross income for federal income tax purposes. The City shall not use or permit the use of any of the proceeds of the Bonds, or any other funds of the City, directly or indirectly, to acquire any securities, bonds or other investment property, and shall not take or permit to be taken any other action or actions, which would cause any Bond to be an "arbitrage bond" as defined in Section 148 of the Code. Notwithstanding any other provisions to the contrary, so long as necessary in order to maintain the excludability of interest on the Bonds from gross income for federal income tax purposes under the Code, the covenants contained in this Section shall survive the payment of the Bonds and the interest thereon, including any payment or defeasance thereof.

SECTION 23. The City hereby designates the Bonds as "qualified tax exempt obligations" for purposes of Section 265(b)(3) of the Code. The City (including any subordinate entity or entities issuing tax exempt obligations on behalf of the City within the meaning of Section 265(b)(3) of the Code) has not issued, and does not reasonably expect to issue, tax exempt obligations within calendar year 2020 which, together with the Bonds, will exceed \$10,000,000.

SECTION 24. The Arbitrage Group, Inc. is hereby selected to serve as verification agent (the "Verification Agent") in connection with the Bonds and the Refunded Bonds. The Verification Agent will verify the arithmetical accuracy of certain computations prepared by the Placement Agent which show the present value difference between the debt service on the Bonds and the debt service on the Refunded Bonds.

SECTION 25. Raymond James & Associates, Inc., Memphis, Tennessee, is hereby designated to serve as Placement Agent in connection with the sale and issuance of the Bonds.

SECTION 26. Under the Prior Bond Resolution, upon the issuance of the Bonds, the portion of the Refunded will be legally and economically defeased.

SECTION 27. Each member of the Governing Body, including the Mayor and the Clerk are hereby authorized to execute such documents, instruments and papers, and do such acts and things as may be necessary or advisable in connection with the authorization, sale, preparation, execution, issuance and delivery of the Bonds.

SECTION 28. The Clerk is hereby directed to forward a certified copy of this resolution to the Agent.

SECTION 29. The Mayor, with the assistance of the Municipal Advisor and Bond Counsel, is hereby directed, to take all actions necessary to select the Escrow Agent, the Paying Agent and the Transfer Agent.

SECTION 30. Except as otherwise expressly provided herein, nothing in this resolution, express or implied, is intended or shall be construed to confer upon any Person or firm or corporation other than the City, the Registered Owners under the provisions of this resolution, the Governing Body and the Agent any right, remedy, or claim, legal or equitable, under and by reason of this resolution or any of the provisions hereof. This resolution and all of its provisions are intended to be and shall be for the sole and exclusive benefit of the City, the Governing Body and the holders from time to time of the Bonds.

SECTION 31. All covenants, stipulations, obligations and agreements of the City contained in this resolution, shall be binding upon the City, and, except as otherwise provided in this resolution, all rights, powers and privileges conferred and all duties and liabilities imposed upon the City by the provisions of this resolution, shall be exercised or performed by the City. No stipulation, obligation or agreement herein contained or any other document necessary to conclude the issuance and sale of the Bonds shall be deemed to be a stipulation, obligation or agreement of any officer, agent or employee of the City, including its Governing Body, in his or her individual capacity, and no such officer, agent or employee shall be personally liable on the Bonds or be subject to personal liability or accountability by reason of the issuance and sale thereof.

SECTION 32. 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.

SECTION 33. 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 34. All orders, resolutions or proceedings of the Governing Body in conflict with the provisions of this resolution shall be and are hereby repealed, rescinded and set aside, but only to the extent of such conflict.

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 the 3rd day of March, 2020.

(SEAL)

Mayor

City Clerk

EXHIBIT A
COMMITMENT

EXHIBIT B
PRIVATE PLACEMENT AGREEMENT

EXHIBIT C
ESCROW TRUST AGREEMENT

51561016.v2

PRIVATE PLACEMENT AGREEMENT

This **PRIVATE PLACEMENT AGREEMENT**, dated May __, 2020 (this "Placement Agreement"), is by and between the **CITY OF GAUTIER, MISSISSIPPI** (the "City"), a body politic existing under the Constitution and laws of the State of Mississippi and, **RAYMOND JAMES & ASSOCIATES, INC.**, Memphis, Tennessee (the "Placement Agent").

WITNESSETH:

WHEREAS, the Mayor and City Council of the City, acting for and on behalf of the City, has authorized the issuance of the City's General Obligation Refunding Bonds, Series 2020, in the aggregate principal amount of \$_____ (the "Bonds"), pursuant to the provisions of a Bond Resolution, adopted on March 3, 2020 (the "Bond Resolution"); and

WHEREAS, the proceeds of the Bonds will be used to provide funds for the current refunding and redemption of a portion of the outstanding \$7,000,000 (original principal amount) General Obligation Bonds, Series 2010, dated August 1, 2010, as described in Schedule I hereto; and

WHEREAS, the Bonds are more fully described in the Bond Resolution and in Schedule II attached hereto; and

WHEREAS, the City has employed the Placement Agent to act as its agent in connection with the private placement of the Bonds.

NOW, THEREFORE, for and in consideration of the covenants herein made, and upon the terms and subject to the conditions herein set forth, the parties hereto agree as follows:

Section 1. Definitions. All capitalized terms used herein and not otherwise herein defined shall have the meanings ascribed to them in the Bond Resolution.

Section 2. Appointment of Placement Agent. Pursuant to the Bond Resolution and this Placement Agreement, the City hereby appoints the Placement Agent as exclusive placement agent with respect to the Bonds, and the Placement Agent and the Purchaser hereby accepts such appointment, with such duties as described herein and in the Bond Resolution.

Section 3. Placement of the Bonds. The Placement Agent hereby agrees, as the agent of the City, to place the Bonds with The First, A National Banking Association, Hattiesburg, Mississippi (the "Purchaser"), pursuant to the terms set forth in the Purchaser's Commitment to Finance, attached hereto as Schedule III. The Purchaser is to purchase the Bonds at a price as set forth in Schedule IV (the "Purchase Price"). It is understood that the purchase of the Bonds by the Purchaser is subject to (a) receipt by the Placement Agent of an opinion of Butler Snow LLP, Ridgeland, Mississippi ("Bond Counsel") to the effect that the Bonds constitute valid and legally binding obligations of the City payable from and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the City, as set forth in the Bond Resolution, and to the effect that the interest on the Bonds is exempt from federal and State of

Mississippi income taxes under existing laws, regulations, rulings and judicial decisions; (b) the delivery of certificates in form and tenor satisfactory to the Placement Agent and the Purchaser evidencing the proper execution and delivery of the Bonds and receipt of payment therefor, including a statement of the City, dated as of the date of such delivery, to the effect that there is no litigation pending or, to the knowledge of the signer or signers thereof, threatened relating to the issuance, sale and delivery of the Bonds; and (c) satisfaction of other conditions specified in the Bond Resolution. The Purchaser shall be required to deposit the Purchase Price with the City on or before May ___, 2020 (the "Closing Date"), as set forth in Schedule IV attached hereto. Subject to the purchase of the Bonds by the Purchaser, the City will pay \$_____ from the proceeds of the Bonds or from other funds of the City to the Placement Agent for its Placement Agent Fee (the "Placement Agent Fee") on or after the Closing Date. The Bonds will be placed on the Closing Date with the Purchaser in accordance with the exemptions set forth in Rule 15c2-12 of the Securities and Exchange Commission.

Section 4. Tax Exemption. Bond Counsel will deliver an opinion to the effect that interest on the Bonds is excludable from gross income for federal income tax purposes under existing statutes, regulations, rulings and court decisions.

Section 5. Payment to the City. The Placement Agent agrees that it will, on the Closing Date, cause the Purchaser to transfer to the City, the Purchase Price in immediately available funds. If the Purchaser does not transfer to the City the Purchase Price of the Bonds to be purchased by it or otherwise refuses to purchase the Bonds, the Placement Agent will use its reasonable best efforts to arrange for a substitute Purchaser for the Bonds on the terms set forth in Section 3.

Section 6. Limitation. Nothing contained in this Placement Agreement shall obligate the Placement Agent to purchase the Bonds in the event the Purchaser fails to pay the Purchase Price of the Bonds or in the event the Placement Agent is unable to arrange for the purchase of the Bonds.

Section 7. Fees and Expenses. The Placement Agent Fee set forth herein represents the total compensation due to the Placement Agent for its services under this Placement Agreement.

The City is responsible for all other expenses and fees due in connection with the sale, delivery and issuance of the Bonds which are to be paid from the balance of the proceeds of the Bonds not utilized for the advance refunding of the Prior Indebtedness or from other funds of the City.

Section 8. Obligations of Placement Agent. The City acknowledges and agrees that this Placement Agreement does not constitute a guarantee by the Placement Agent to arrange the placement of the Bonds. It is understood that the Placement Agent's obligations under this Agreement are to use reasonable efforts throughout the term of this Placement Agreement to perform the services described herein. The City acknowledges and agrees that the Placement Agent is being retained to act solely as placement agent for the Bonds, and not as an agent, advisor or fiduciary to the City, and that this Placement Agreement is not intended to confer rights or benefits on any member, affiliate, shareholder or creditor of the City or any other person

or entity or to provide the City or any other person with any assurances that the transaction will be consummated.

The Placement Agent shall act as an independent contractor under this Placement Agreement, and not in any other capacity, including as a fiduciary. The City acknowledges and agrees that: (i) the transaction contemplated by the Placement Agreement is an arm's length, commercial transaction between the City and the Placement Agent in which the Placement Agent is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the City; (ii) the Placement Agent has not assumed any advisory or fiduciary responsibility to the City with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Placement Agent has provided other services or is currently providing other services to the City on other matters); (iii) the only obligations the Placement Agent has to the City with respect to the transaction contemplated hereby expressly are set forth in this Placement Agreement; and (iv) the City has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

Section 9. Governing Law. This Placement Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

Section 10. Counterparts. This Placement Agreement may be executed in one or more counterparts, each of which shall be an original and all of which, when taken together, shall constitute but one and the same instrument.

Section 11. Binding Effect. This Placement Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns, except that no party hereto may assign any of its rights or obligations hereunder without the consent of the other party.

Section 12. Investor Letter. The Purchaser shall execute an Investor Letter in substance and in form satisfactory to the City and the Placement Agent.

IN WITNESS WHEREOF, the parties hereto have caused this Placement Agreement to be executed by their respective duly authorized representatives as of the day and year first above written.

**RAYMOND JAMES & ASSOCIATES,
INC., as Placement Agent**

By: _____

Title: _____

CITY OF GAUTIER, MISSISSIPPI

By: _____
Mayor

ATTEST:

By: _____
City Clerk

(SEAL)

Approved and Acknowledged:

**THE FIRST, A NATIONAL BANKING
ASSOCIATION**

By: _____

Title _____

SCHEDULE I

REFUNDED BONDS

A portion of the outstanding \$7,000,000 (original principal amount) General Obligation Bonds, Series 2010, dated August 1, 2010

Maturity Date	Interest Rate	Principal Amount	Redemption Date	Redemption Price
August 1, 2021	3.000%	\$370,000	August 1, 2020	100%
August 1, 2022	3.250	385,000	August 1, 2020	100
August 1, 2023	3.250	405,000	August 1, 2020	100
August 1, 2024	3.500	390,000	August 1, 2020	100
August 1, 2025	3.500	400,000	August 1, 2020	100
August 1, 2026	3.625	405,000	August 1, 2020	100
August 1, 2027	3.750	415,000	August 1, 2020	100
August 1, 2028	4.000	420,000	August 1, 2020	100
August 1, 2029	4.000	425,000	August 1, 2020	100
August 1, 2030	4.000	435,000	August 1, 2020	100

SCHEDULE II

MATURITY SCHEDULE

\$ _____ % Term Bond, due August 1, 2030, Priced at 100.000% to Yield _____ %

REDEMPTION PROVISIONS

[TO COME]

SCHEDULE III
COMMITMENT TO FINANCE

S-III

SCHEDULE IV
PURCHASE PRICE

Par Amount of Bonds

PURCHASE PRICE DUE TO CITY:

ESCROW TRUST AGREEMENT

by and between

CITY OF GAUTIER, MISSISSIPPI

and

_____,
as Escrow Agent

Dated May ____, 2020

ESCROW TRUST AGREEMENT

THIS ESCROW TRUST AGREEMENT, dated May ____, 2020 (this "Agreement"), is entered into by and between the City of Gautier, Mississippi (the "City"), acting by and through its Mayor and City Council (the "Governing Body"), and _____, _____, Mississippi, as Escrow Agent (the "Escrow Agent").

W I T N E S S E T H:

WHEREAS, the Governing Body, acting for and on behalf of the City, has previously authorized the issuance of the \$7,000,000 (original principal amount) City of Gautier Mississippi General Obligation Bonds, Series 2010, dated August 1, 2010 (the "Series 2010 Bonds"); and

WHEREAS, the Series 2010 Bonds were issued pursuant to and secured by a resolution adopted by the Governing Body on August 17, 2010 (the "Prior Bond Resolution"); and

WHEREAS, the Governing Body, acting for and on behalf of the City, desires to currently refund a portion of the Series 2010 Bonds, as more particularly described in Exhibit A hereto (the "Refunded Bonds"), and has determined that such refunding would be in the financial best interest of the City; and

WHEREAS, pursuant to Sections 31-27-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time, the Governing Body adopted a resolution on March 3, 2020 (the "Bond Resolution"), which authorized the issuance and delivery of the City's General Obligation Refunding Bonds, Series 2020 (the "Series 2020 Bonds") in the principal amount of _____ Dollars (\$ _____); and

WHEREAS, the Governing Body has determined that it is in the best interest of the City to provide for the payment of all of the unpaid principal, interest and premium, if any, on the Refunded Bonds (the "Redemption Price"), by irrevocably depositing with the Escrow Agent moneys which may be used to purchase Investment Securities (as such term is hereinafter defined), the principal of and the interest on which when due will provide moneys which will be sufficient to pay the Redemption Price of the Refunded Bonds on August 1, 2020 (the "Redemption Date"), all as set forth in Exhibit A hereto; and

WHEREAS, in order to provide for the monies needed for such purpose and as directed in the Prior Bond Resolution, the proceeds of the Series 2020 Bonds shall be deposited and used as provided for herein.

NOW, THEREFORE, the City, in consideration of the foregoing and the mutual covenants herein set forth and in order to secure the timely payment of the Redemption Price of the Refunded Bonds according to their tenor and effect, does by these presents hereby grant, warrant, demise, release, convey, assign, transfer, alienate, pledge, set over and confirm, unto the Escrow Agent and to its successors in the trust hereby created, and to it and its assigns forever, all and singular the property hereinafter described, to wit:

DIVISION I.

All right, title and interest in and to a total amount of \$ _____ deposited with the Escrow Agent.

DIVISION II.

All right, title and interest in and to the Investment Securities, if any, as set forth in Exhibit B hereto, together with the income and earnings thereon.

DIVISION III.

Any and all other property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred as and for additional security hereunder by the City or by anyone on its behalf to the Escrow Agent for the benefit of the Refunded Bonds.

DIVISION IV.

All property which is by the express provisions of this Agreement required to be subject to the pledge hereof and any additional property that may, from time to time hereafter, by delivery or by writing of any kind, by the City or by anyone on its behalf, be subject to the pledge hereof.

TO HAVE AND TO HOLD, all and singular, the Trust Estate (as such term is hereinafter defined), including all additional property which by the terms hereof has or may become subject to the encumbrances of this Agreement, unto the Escrow Agent, and its successors and assigns, forever in trust, however, for the benefit and security of the holders from time to time of the Refunded Bonds, but if the principal of, redemption premium, if any, and interest on all of the Refunded Bonds shall be fully and promptly paid upon the early redemption thereof, in accordance with the terms thereof, then this Agreement shall be and become void and of no further force and effect; otherwise the same shall remain in full force and effect, and upon the trusts and subject to the covenants and conditions hereinafter set forth.

SECTION 1. Definitions. In addition to words and terms elsewhere defined in this Agreement, including the recitals hereto, the following words and terms as used in this Agreement shall have the following meanings, unless some other meaning is plainly intended. Capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Bond Resolution.

Investment Securities:

"Investment Securities" shall mean direct obligations of the United States of America and nonprepayable obligations the timely payment of principal of and interest on which are fully guaranteed by the United States of America, none of which are callable at the option of the obligor.

Trust Estate:

"Trust Estate", "trust estate" or "pledged property" shall mean the property, rights and interests described or referred to under Divisions I, II, III and IV, above.

Verification Report:

"Verification Report" shall mean the Verification Report, dated May ____, 2020, prepared by The Arbitrage Group, Inc., a copy of which is attached hereto as Exhibit C.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. The word "person" shall include corporations, associates, natural persons and public bodies unless the context shall otherwise indicate. Reference to a person other than a natural person shall include its successors.

SECTION 2. Deposit of Moneys. (a) There is hereby created and established with the Escrow Agent a special and irrevocable trust fund designated as the Series 2020 Escrow Account (the "Series 2020 Escrow Account"), to be held by the Escrow Agent separate and apart from other funds of the City and the Escrow Agent. The City hereby deposits or causes to be deposited with the Escrow Agent immediately available funds in the amount of \$_____, representing a portion of the proceeds of the Series 2020 Bonds, to be held in irrevocable escrow by the Escrow Agent pursuant to this Agreement and to be applied solely as provided for in this Agreement and the Prior Bond Resolution. The Verification Report confirms that such moneys are at least equal to an amount sufficient to purchase the principal amount of the Investment Securities as set forth in Exhibit B hereto (the "Investment Securities") and that the aggregate principal amount of the Investment Securities, together with all interest due or to become due on such Investment Securities along with other moneys held in the Series 2020 Escrow Account as uninvested cash, will be sufficient to pay when due and payable as provided for herein, the Redemption Price of the Refunded Bonds. Notwithstanding the foregoing, if the amounts deposited in the Series 2020 Escrow Account are insufficient to pay the amounts required hereunder, the City shall deposit in the Series 2020 Escrow Account the amount of any such deficiency immediately upon notice thereof from the Escrow Agent.

(b) There is further hereby created and established with the Escrow Agent a special and irrevocable trust fund designated as the Series 2020 Cost of Issuance Account (the "Series 2020 Cost of Issuance Account"), to be held by the Escrow Agent separate and apart from other funds of the City and the Escrow Agent. The City hereby deposits or causes to be deposited with the Escrow Agent immediately available funds in the amount of \$_____, representing a portion of the proceeds of the Series 2020 Bonds, to be held in irrevocable escrow by the Escrow Agent pursuant to this Agreement and to be applied solely as provided for in this Agreement and the Bond Resolution. Such moneys are to be used solely to pay the costs related to the sale and issuance of the Series 2020 Bonds. All moneys which remain in the Series 2020 Cost of Issuance Account after payment of such costs shall be paid to the City and used by the City to pay the principal of and interest on the Series 2020 Bonds.

SECTION 3. Irrevocable Trust Created. The deposit of moneys and the Investment Securities or other property hereunder in the Series 2020 Escrow Account shall constitute an

irrevocable deposit of said moneys and the Investment Securities and other property hereunder for the benefit of the holders of the Refunded Bonds, subject to the provisions of this Agreement. The holders of the Refunded Bonds shall, subject to the provisions of this Agreement, have an express lien on all moneys and principal of and interest on the moneys and the Investment Securities and other property in the Series 2020 Escrow Account. The moneys deposited in the Series 2020 Escrow Account and the matured principal of the Investment Securities and other property hereunder shall be held in trust by the Escrow Agent and shall be transferred to the paying agent for the Refunded Bonds (the "Prior Paying Agent") on the Redemption Date for the payment of the Redemption Price of the Refunded Bonds.

SECTION 4. Use and Investment of Moneys. The Escrow Agent acknowledges receipt of the moneys as described in Section 2 and agrees immediately (a) to invest \$_____ of such moneys by purchasing the Investment Securities as set forth in Exhibit B hereto and to deposit such Investment Securities in the Series 2020 Escrow Account, together with \$_____ of such moneys to be held in the Series 2020 Escrow Account as uninvested cash, and (b) to deposit the balance of such moneys in the amount of \$_____ in the 2020 Cost of Issuance Account. The Escrow Agent is hereby directed to redeem the Investment Securities as they mature.

SECTION 5. Payment of Refunded Bonds.

(a) **Payment.** As the principal of the Investment Securities as set forth in Exhibit B hereto and the investment income and earnings thereon shall mature and be paid, the Escrow Agent shall, no later than the interest payment dates and the Redemption Date for the Refunded Bonds transfer from the Series 2020 Escrow Account to the Prior Paying Agent, an amount sufficient to pay the Redemption Price of the Refunded Bonds on the Redemption Date as set forth in Exhibit A hereto. The Refunded Bonds shall be called for optional redemption on the Redemption Date set forth in Exhibit A hereto.

(b) **Unclaimed Moneys.** After all of the transfers by the Escrow Agent for the payment of the Redemption Price of the Refunded Bonds as provided in Exhibit A have been made, all moneys, if any, which remain in the Series 2020 Escrow Account shall be repaid by the Escrow Agent to the City and used by the City to pay the principal of and interest on the Series 2020 Bonds.

(c) **Performance of Duties.** The Escrow Agent agrees to assume the responsibilities and to perform the duties as set forth in this Agreement.

(d) **Reinvestment.** Except as provided in Section 7 hereof, the Escrow Agent shall have no power or duty to invest any funds held under this Agreement or to sell, transfer or otherwise dispose of the moneys or the Investment Securities held hereunder. With respect to any surplus amounts received from the maturing principal of and interest on the Investment Securities remaining in the Series 2020 Escrow Account or not needed to pay the interest on or Redemption Price of the Refunded Bonds, the Escrow Agent shall leave such amounts received from the maturing principal of and interest on the Investment Securities to the extent not then used uninvested in the Series 2020 Escrow Account and shall transfer them as provided in subparagraph (b) above.

(e) **Costs of Issuance.** As provided in the Bond Resolution, the Escrow Agent shall, upon the closing of the sale and issuance of the Series 2020 Bonds, pay the costs of issuance of the Series 2020 Bonds from the Series 2020 Cost of Issuance Account as directed in writing by the Mayor of the City. Any amounts remaining in the Series 2020 Cost of Issuance Account sixty (60) days after the closing of the sale and issuance of the Series 2020 Bonds shall be transferred to the City for deposit to the Bond Fund for the Series 2020 Bonds created pursuant to the Bond Resolution and used to pay debt service on the Series 2020 Bonds.

SECTION 6. Responsibilities of the Escrow Agent. The Escrow Agent and its respective successors, assigns, agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Agreement, the establishment of the Series 2020 Escrow Account, the acceptance of the moneys or securities deposited therein, the purchase of the Investment Securities, the retention of the Investment Securities or the proceeds thereof, the sufficiency of the Investment Securities to accomplish the refunding of the Refunded Bonds or any payment, transfer or other application of moneys or obligations by the Escrow Agent in accordance with the provisions of this Agreement or by reason of any non-negligent act, non-negligent omission or non-negligent error of the Escrow Agent made in good faith in the conduct of its duties. The recitals of fact contained in the "Whereas" clauses herein shall be taken as the statements of the City, and the Escrow Agent assumes no responsibility for the correctness thereof. The Escrow Agent makes no representation as to the sufficiency of the Investment Securities to accomplish the refunding of the Refunded Bonds or to the validity of this Agreement as to the City and, except as otherwise provided herein, the Escrow Agent shall incur no liability with respect thereto. The Escrow Agent shall not be liable in connection with the performance of its duties under this Agreement except for its own negligence, misconduct or default, and the duties and obligations of the Escrow Agent shall be determined by the express provisions of this Agreement. The Escrow Agent may consult with counsel, who may or may not be counsel to the City, and in reliance upon the written opinion of such counsel shall have full and complete authorization and protection with respect to any action taken, suffered or omitted by it in good faith in accordance therewith. Whenever the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering, or omitting any action under this Agreement, such matter may be deemed to be conclusively established by a certificate signed by the Mayor of the City.

SECTION 7. Substitution of Investment Securities. The Escrow Agent shall only have the power to sell, transfer, request the redemption or otherwise dispose of some or all of the Investment Securities in the Series 2020 Escrow Account and to substitute therefor other Investment Securities at the written request of the City and upon compliance with the conditions hereinafter set forth. The foregoing may be accomplished only if: (a) the substitution of Investment Securities for the substituted Investment Securities occurs simultaneously; (b) the amounts of and dates on which the anticipated transfers from the Series 2020 Escrow Account to the Prior Paying Agent for the payment of the Redemption Price of the Refunded Bonds will not be diminished or postponed thereby; (c) with respect to the Refunded Bonds, the Escrow Agent shall receive the unqualified opinion of nationally recognized municipal bond attorneys to the effect that such disposition and substitution would not cause any of the Refunded Bonds to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, and the regulations thereunder in effect on the date of such disposition and substitution

and applicable to obligations issued on the issue date of the Refunded Bonds, and that the conditions of this Section 7 as to the disposition and substitution have been satisfied; and (d) the Escrow Agent shall receive from an independent certified public accountant selected by the City a certification and verification that, immediately after such transaction, the principal of and interest on the Investment Securities in the Series 2020 Escrow Account will, together with other cash on deposit in the Series 2020 Escrow Account available for such purpose, be sufficient to pay, when due without any further reinvestment, the Redemption Price of the Refunded Bonds upon redemption thereof.

SECTION 8. Instructions as to Notice. The Escrow Agent hereby agrees, at the expense of the City, to provide written instructions, on behalf of the City, to the Prior Paying Agent on or prior to August 1, 2020, instructing it to timely send the notice of redemption with respect to the Refunded Bonds in the form attached hereto as Exhibit D. In addition, the Escrow Agent shall, on behalf of the City, provide notice to the holders of such Refunded Bonds, by a filing with the Electronic Municipal Market Access System found at <http://emma.msrb.org>, of the defeasance of such Refunded Bonds in the form attached hereto as Exhibit E.

SECTION 9. Amendments. This Agreement is made for the benefit of the City and the holders from time to time of the Refunded Bonds and it shall not be repealed, revoked, altered or amended without the written consent of all such holders, the Escrow Agent, the Bank and the City; provided, however, that the City and the Escrow Agent may, without the consent of, or notice to, such holders, amend this Agreement or enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes: (a) to cure any ambiguity or formal defect or omission in this Agreement; (b) to grant to, or confer upon, the Escrow Agent for the benefit of the holders of the Refunded Bonds any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Escrow Agent; and (c) to include under this Agreement additional funds, securities or properties. The Escrow Agent shall be entitled to rely conclusively upon an unqualified opinion of nationally recognized municipal bond attorneys selected by the City with respect to compliance with this Section 9, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holders of the Refunded Bonds or that any instrument executed hereunder complies with the conditions and provisions of this Section 9. The cost of such opinion shall be borne by the City.

The City shall give prior written notice and draft legal documents of any repeal, revocation, severance, alteration or amendment of this Agreement pursuant to this Section 9 to any rating agency rating the Refunded Bonds.

SECTION 10. Term. This Agreement shall commence upon its execution and delivery and shall terminate on the later to occur of either (a) the date upon which all of the Refunded Bonds have been paid in accordance with this Agreement, or (b) the date upon which no unclaimed moneys remain on deposit with the Escrow Agent pursuant to Section 5(b) of this Agreement.

SECTION 11. Compensation. The Escrow Agent shall be compensated by the City for its services rendered hereunder (a) such compensation as may mutually be agreed upon in writing and (b) its reasonable out-of-pocket expenses incurred in connection with this Agreement

as may mutually be agreed upon in writing. Under no circumstances shall the Escrow Agent ever assert a lien or right of set-off on any funds in the Series 2020 Escrow Account for any of its fees or expenses hereunder or any other amount owed it.

SECTION 12. Resignation or Removal of the Escrow Agent.

(a) The Escrow Agent may resign by giving notice in writing to the City. The Escrow Agent may be removed (1) by (i) the filing with the City of an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of the Refunded Bonds then remaining unpaid, and (ii) the delivery of a copy of the instruments filed with the City to the Escrow Agent or (2) by a court of competent jurisdiction for failure to act in accordance with the provisions of this Agreement upon application by the City or the holders of 51% in aggregate principal amount of the Refunded Bonds then remaining unpaid.

(b) If the position of Escrow Agent becomes vacant due to resignation or removal of the Escrow Agent or any other reason, a successor Escrow Agent may be appointed by the City. Within one year after a vacancy, the holders of 51% in aggregate principal amount of the Refunded Bonds then remaining unpaid may, by an instrument or instruments filed with the City, appoint a successor Escrow Agent who shall supersede any Escrow Agent theretofore appointed by the City. If no successor Escrow Agent is appointed by the City or the holders of such Refunded Bonds then remaining unpaid within forty-five (45) days after any such resignation or removal, the holder of any such Refunded Obligation or any retiring Escrow Agent may apply to a court of competent jurisdiction for the appointment of a successor Escrow Agent. The responsibilities of the Escrow Agent under this Agreement will not be discharged until a new Escrow Agent is appointed and until the cash and the Investment Securities held under this Agreement are transferred to the new Escrow Agent.

SECTION 13. Severability. If any one or more of the covenants or agreements provided in this Agreement on the part of the City or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenants or agreements shall be null and void and shall be deemed separate from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

SECTION 14. Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

SECTION 15. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Mississippi.

SECTION 16. Holidays. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Agreement, shall be a legal holiday or a day on which banking institutions in the City in which the principal corporate trust office of the Escrow Agent is located are authorized by law to remain closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are authorized by law to remain closed, with the

same force and effect as if done on the nominal date provided in this Agreement, and no interest shall accrue for the period after such nominal date.

SECTION 17. Permitted Acts. The Escrow Agent and its affiliates may become the owners of or may deal in the Series 2020 Bonds as fully and with the same rights as if it were not the Escrow Agent.

SECTION 18. Assignment. This Agreement shall not be assigned by the Escrow Agent or any successor thereto without the prior written consent of the City.

SECTION 19. Notices. Any notice, instruction, request for instructions or other instrument in writing authorized or required by this Agreement to be given to either party shall be deemed given if addressed and mailed, certified mail, to it at its offices at the addresses set forth below, or at such other place as such party may from time to time designate in writing:

If to the City: City of Gautier
3330 Highway 90
Gautier, Mississippi 39553
Attention: City Clerk

If to the Prior Paying Agent: The Peoples Bank, Biloxi, Mississippi
152 Lameuse Street
Biloxi Mississippi 39530
Attention: _____

If to the Escrow Agent: [TO COME]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized as of the date set forth hereinabove.

(SEAL)

CITY OF GAUTIER, MISSISSIPPI

By _____
Mayor

ATTEST:

By _____
City Clerk

_____,
as Escrow Agent

By _____

Title _____

51561065.v1

EXHIBIT A

REFUNDED BONDS

A portion of the outstanding \$7,000,000 City of Gautier, Mississippi General Obligation Bonds, Series 2010, dated August 1, 2010, as described below:

Maturity Date	Interest Rate	Principal Amount	Redemption Date	Redemption Price
August 1, 2021	3.000%	\$370,000	August 1, 2020	100%
August 1, 2022	3.250	385,000	August 1, 2020	100
August 1, 2023	3.250	405,000	August 1, 2020	100
August 1, 2024	3.500	390,000	August 1, 2020	100
August 1, 2025	3.500	400,000	August 1, 2020	100
August 1, 2026	3.625	405,000	August 1, 2020	100
August 1, 2027	3.750	415,000	August 1, 2020	100
August 1, 2028	4.000	420,000	August 1, 2020	100
August 1, 2029	4.000	425,000	August 1, 2020	100
August 1, 2030	4.000	435,000	August 1, 2020	100

EXHIBIT B

INVESTMENT SECURITIES

Type of Security	Maturity Date	Payment Date	Par Amount	Interest Rate
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EXHIBIT C
VERIFICATION REPORT

EXHIBIT D

NOTICE OF REDEMPTION

\$7,000,000

**CITY OF GAUTIER, MISSISSIPPI
GENERAL OBLIGATION BONDS, SERIES 2010**

NOTICE IS HEREBY GIVEN that the aggregate outstanding principal amount of the bonds of the above issue, dated August 17, 2010, and maturing on August 1, 2021 through and including August 1, 2030, inclusive, as set forth below (the "Bonds"), are being called for redemption in whole on August 1, 2020, at par plus accrued interest to the redemption date:

CUSIP*	MATURITY DATE	PRINCIPAL AMOUNT	INTEREST RATE	REDEMPTION DATE
	August 1, 2021	\$370,000	3.000%	August 1, 2020
	August 1, 2022	385,000	3.250	August 1, 2020
	August 1, 2023	405,000	3.250	August 1, 2020
	August 1, 2024	390,000	3.500	August 1, 2020
	August 1, 2025	400,000	3.500	August 1, 2020
	August 1, 2026	405,000	3.625	August 1, 2020
	August 1, 2027	415,000	3.750	August 1, 2020
	August 1, 2028	420,000	4.000	August 1, 2020
	August 1, 2029	425,000	4.000	August 1, 2020
	August 1, 2030	435,000	4.000	August 1, 2020

Interest on the Bonds shall cease to accrue from and after August 1, 2020. Payment of the Bonds will be made upon presentation and surrender thereof at the corporate trust office of The Peoples Bank in Biloxi, Mississippi, the Paying and Transfer Agent for the Bonds (the "Paying Agent"), as follows:

BY HAND OR REGISTERED MAIL: The Peoples Bank, Biloxi, Mississippi
152 Lameuse Street
Biloxi Mississippi 39530

Redemption of the Bonds as provided herein is conditioned upon the Paying Agent having received adequate funds on the redemption date to pay the redemption price of the Bonds.

DATED: July 1, 2020

CITY OF GAUTIER, MISSISSIPPI

By: **The Peoples Bank, Biloxi, Mississippi**

By: _____
Its Authorized Officer

Under the provisions of the Economic Growth and Tax Relief Reconciliation Act of 2001, paying agents are required to withhold 30% of gross payments to bondholders who fail to provide a valid tax identification number on or before the redemption date. Bondholders are additionally subject to a penalty of \$50.00 for failure to provide a valid taxpayer identification number. Bondholders are advised to provide a fully completed Form W-9 when presenting Bonds for redemption.

* *The Paying Agent shall not be responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness indicated in this notice or on any Bond. It is included solely for convenience of the bondholders.*

EXHIBIT E

NOTICE OF DEFEASANCE

\$7,000,000

**CITY OF GAUTIER, MISSISSIPPI
GENERAL OBLIGATION BONDS, SERIES 2010**

NOTICE IS HEREBY GIVEN to the owners of the bonds described above and maturing in the years 2021 through and including 2030, as listed below (the "Refunded Bonds"), that pursuant to the Escrow Trust Agreement, dated May ____, 2020, by and between the City of Gautier, Mississippi (the "City") and _____, as Escrow Agent (the "Escrow Agent"), the City has caused to be deposited in an escrow account to be held by the Escrow Agent cash and certain direct obligations of or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, to pay the principal of and interest and redemption premium, if any, on the Refunded Bonds on August 1, 2020 (the "Redemption Date") at a price of par, plus accrued interest to the Redemption Date. In accordance with the resolution adopted by the Mayor and City Council of the City on August 1, 2010, securing the Refunded Bonds, the Refunded Bonds are deemed to have been paid.

CUSIP*	MATURITY DATE	PRINCIPAL AMOUNT	INTEREST RATE	REDEMPTION DATE
	August 1, 2021	\$370,000	3.000%	August 1, 2020
	August 1, 2022	385,000	3.250	August 1, 2020
	August 1, 2023	405,000	3.250	August 1, 2020
	August 1, 2024	390,000	3.500	August 1, 2020
	August 1, 2025	400,000	3.500	August 1, 2020
	August 1, 2026	405,000	3.625	August 1, 2020
	August 1, 2027	415,000	3.750	August 1, 2020
	August 1, 2028	420,000	4.000	August 1, 2020
	August 1, 2029	425,000	4.000	August 1, 2020
	August 1, 2030	435,000	4.000	August 1, 2020

Dated this ____ day of May, 2020.

NO ACTION IS REQUIRED BY THE OWNERS OF THE REFUNDED BONDS AT THIS TIME.

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

Council Meeting:
Title:

March 3, 2020
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 000-2020

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 March 3, 2020.

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	C SPIRE WIRELESS	201285	03/03/2020	02/19/2020			524.61	
	Account Number 001-100-605	Description POLICE CELLS		Invoice # 0032680896	Date 01/12/2020	P.O.	Amount	524.61
001	CABLE ONE INC	201286	03/03/2020	02/19/2020			205.12	
	Account Number 001-100-699	Description FEB 2020: #107718371		Invoice # 02012020	Date 02/08/2020	P.O.	Amount	205.12
001	CABLE ONE INC	201287	03/03/2020	02/19/2020			62.38	
	Account Number 001-100-699	Description FEB CABLE BOX: #118476316		Invoice # 02012020	Date 02/08/2020	P.O.	Amount	62.38
001	AT&T	201294	03/03/2020	02/20/2020			3,212.08	
	Account Number 001-092-605	Description MONTHLY SERVICE		Invoice # 2284978000	Date 02/14/2020	P.O.	Amount	3,212.08
001	GLOBALSTAR	201301	03/03/2020	02/20/2020			86.30	
	Account Number 001-092-605	Description MONTHLY SERVICE		Invoice # 0011007817	Date 02/16/2020	P.O.	Amount	86.30
001	AT&T	201312	03/03/2020	02/24/2020			32.67	
	Account Number 001-100-699	Description NCIC TELECOM		Invoice # 2284970262	Date 02/14/2020	P.O.	Amount	32.67
001	AT&T	201313	03/03/2020	02/24/2020			276.77	
	Account Number 001-092-605	Description MONTHLY SERVICE		Invoice # 2284972172	Date 02/14/2020	P.O.	Amount	276.77
001	AT&T	201314	03/03/2020	02/24/2020			164.15	
	Account Number 001-092-605	Description MONTHLY SERVICE		Invoice # 2284977070	Date 02/14/2020	P.O.	Amount	164.15
001	DEREK P HEDMAN	201322	03/03/2020	02/24/2020			504.00	
	Account Number 001-161-681	Description PER DIEM ADV: FF-1001		Invoice # 02232020	Date 02/19/2020	P.O.	Amount	504.00
001	BAYVIEW PET MEDICAL AND DENTAL CENTER	201324	03/03/2020	02/24/2020			469.00	
	Account Number 001-100-514	Description EXAM/VACCS/MEDS: JUSTICE		Invoice # 221400	Date 02/17/2020	P.O.	Amount	469.00
001	FUELMAN	201325	03/03/2020	02/24/2020			3,242.63	
	Account Number 001-092-525	Description UNL FUEL		Invoice # NP57755267	Date 02/17/2020	P.O.	Amount	29.97
	001-100-525	UNL FUEL		NP57755267	02/17/2020			2,520.10
	001-161-525	UNL & DSL FUEL		NP57755267	02/17/2020			345.66
	001-170-525	UNL & DSL FUEL		NP57755267	02/17/2020			302.86
	001-205-525	UNL & DSL FUEL		NP57755267	02/17/2020			44.04

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN	201329	03/03/2020	02/24/2020			2,782.03	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-525	UNL FUEL	NP57774666	02/24/2020			75.09	
	001-100-525	UNL FUEL	NP57774666	02/24/2020			2,161.58	
	001-161-525	UNL & DSL FUEL	NP57774666	02/24/2020			354.18	
	001-170-525	UNL & DSL FUEL	NP57774666	02/24/2020			144.20	
	001-205-525	UNL FUEL	NP57774666	02/24/2020			46.98	
001	SBM REPORTING LLC	201330	03/03/2020	02/24/2020			350.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-698	02/06/2020 PLANNING MTG	MB1087	02/14/2020			175.00	
	001-090-698	02/18/2020 PLANNING MTG	MB1088	02/21/2020			175.00	
001	SOUTHERN MS PLANNING & DEV DISTRICT INC	201331	03/03/2020	02/24/2020			15,809.01	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-652	2019 COMM REDEV GRANT REIMB	12001	02/12/2020			15,809.01	
001	SINGING RIVER ELECTRIC COOPERATIVE	201346	03/03/2020	02/25/2020			585.33	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-631	BROWN FD 95237002	02142020	02/21/2020			269.92	
	001-161-631	MARTIN BLUFF FD 58380001	02162020	02/24/2020			200.45	
	001-201-629	SIGNAL LIGHTS 17546	02162020	02/24/2020			32.49	
	001-092-631	CITY LIMIT SIGN 17546	02162020	02/24/2020			25.78	
	001-100-631	MBLUFF SUB STN 58521002	02162020	02/24/2020			56.69	
001	CENTER FOR GOVT & COMMUNITY DEV	201350	03/03/2020	02/26/2020			400.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-040-681	CLERK TRNG: RUSSELL, C	03042020	01/22/2020			200.00	
	001-040-681	CLERK TRNG: CUMBEST, E	03042020	01/22/2020			200.00	
001	SEYMOUR ENGINEERING PLLC	201356	03/03/2020	02/26/2020			2,047.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-094-603	INSPECT CLEAR POINT PLAZA LOT	7507	02/25/2020			87.50	
	001-094-603	DRAINAGE WORK: FITNESS TRAIL	7508	02/25/2020			1,960.00	
001	APOSTC LAW ENFORCEMENT ACADEMY	201357	03/03/2020	02/26/2020			60.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-681	BASIC CRIME SCENE INV: BELL	1466	01/10/2020			30.00	
	001-100-681	BASIC CR SCENE INV: LONGSTREET	1466	01/10/2020			30.00	
001	JOHNATHAN P SHERMAN	201358	03/03/2020	02/26/2020			144.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-681	PER DIEM REIM:TASK FORCE TRNG	02052020	02/16/2020			144.00	
001	SINGING RIVER ELECTRIC COOPERATIVE	201360	03/03/2020	02/26/2020			1,957.85	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-631	POLICE STATION 66298004	02172020	02/25/2020			1,145.31	
	001-201-629	SIGNAL LIGHT 89113001	02172020	02/25/2020			65.09	
	001-170-631	CITY PARK RESTRMS 89912001	02172020	02/25/2020			437.70	
	001-201-633	STREET LIGHTS 90345002	02172020	02/25/2020			145.99	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	201360	03/03/2020	02/26/2020			1,957.85	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-631	RECORDS BLDG 90790001		02172020	02/25/2020			123.37
	001-170-631	FRAZIER RESTRMS 98546001		02172020	02/25/2020			40.39
001	SINGING RIVER ELECTRIC COOPERATIVE	201361	03/03/2020	02/26/2020			1,015.90	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	DOLPHIN ST 94987002		02172020	02/25/2020			90.67
	001-201-633	DOLPHIN ST 94988002		02172020	02/25/2020			85.14
	001-201-633	DOLPHIN ST 94989002		02172020	02/25/2020			77.74
	001-201-633	DOLPHIN ST 94990002		02172020	02/25/2020			573.38
	001-201-633	WM PAYNE 100244001		02172020	02/25/2020			68.55
	001-201-633	WM PAYNE 100245001		02172020	02/25/2020			120.42
001	SINGING RIVER ELECTRIC COOPERATIVE	201362	03/03/2020	02/26/2020			8,972.24	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	STREET LIGHTING 10054		02172020	02/25/2020			5,994.45
	001-201-629	SIGNAL LIGHTS 10054		02172020	02/25/2020			690.87
	001-092-631	CITY HALL 10054		02172020	02/25/2020			1,279.78
	001-170-631	FRAZIER PARK 10054		02172020	02/25/2020			53.82
	001-170-631	SENIOR BLDG 10054		02172020	02/25/2020			158.42
	001-161-631	CENTRAL FD 10054		02172020	02/25/2020			370.44
	001-170-631	CITY PARK 10054		02172020	02/25/2020			142.00
	001-092-631	PUBLIC WORKS 10054		02172020	02/25/2020			256.98
	001-092-631	HWY 90 SIGN 10054		02172020	02/25/2020			25.48
001	SINGING RIVER ELECTRIC COOPERATIVE	201363	03/03/2020	02/26/2020			135.47	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-631	SPORTS PAVILION 66582005		02172020	02/25/2020			111.97
	001-170-631	ROUNDAABOUT 102311002		02172020	02/25/2020			23.50
001	ALABAMA MEDIA GROUP	201365	03/03/2020	02/26/2020			17.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-615	NOTICE: GPC #20-03-SE		0009512355	02/16/2020	200441		17.40
001	CAN'T MISS EMBROIDERY	201366	03/03/2020	02/26/2020			120.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-559	CITY OF GAUTIER ROUND LOGO(10)		23986	02/19/2020	200436		80.00
	001-001-559	PERSONALIZATION (10)		23986	02/19/2020	200436		40.00
001	MID SOUTH UNIFORM & SUPPLY INC	201367	03/03/2020	02/26/2020			167.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	SS WHITE SHIRT (3)		601690	02/12/2020	200400		161.25
	001-100-535	SEW ON PATCH (6)		601690	02/12/2020	200400		6.00
001	MS FIRE ACADEMY	201368	03/03/2020	02/26/2020			365.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	FF RESCUE SV TECHNIQUE:DOSSETT		28012	02/13/2020	200102		365.00
001	GULF COAST BUSINESS SUPPLY CO	201369	03/03/2020	02/26/2020			279.71	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-510	BMF TOWEL 250/PK (3)		202239	02/20/2020	200442		59.97
	001-161-510	96/CT TISSUE		202239	02/20/2020	200442		32.99

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	GULF COAST BUSINESS SUPPLY CO	201369	03/03/2020	02/26/2020			279.71	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-510	12/CT DEGREASER DISINFECT	202239	02/20/2020	200442	40.00		
	001-161-510	8/CT DAWN DISH SOAP 38 OZ (8)	202239	02/20/2020	200442	47.92		
	001-161-510	1GAL PINE CLEANER (8)	202239	02/20/2020	200442	47.92		
	001-161-510	1GAL BLEACH 6/CT	202239	02/20/2020	200442	15.99		
	001-161-510	COMET CLEANSER 21 OZ (8)	202239	02/20/2020	200442	16.96		
	001-161-510	YEL/GREEN SCRUB PAD (4)	202239	02/20/2020	200442	3.40		
	001-161-510	FURNITURE POLISH (4)	202239	02/20/2020	200442	14.56		
001	COOPER FAMILY MED CENTER	201370	03/03/2020	02/26/2020			160.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-604	PHYSICAL ACADEMY:ETHERIDGE, L	39107	02/20/2020	200248	100.00		
	001-100-604	EKG ACADEMY: ETHERIDGE, L	39107	02/20/2020	200248	60.00		
001	HAYGOODS INDUSTRIAL ENGRAVERS INC	201372	03/03/2020	02/26/2020			12.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-513	5X7 PLAQUE: EARTH DAY WINNER	29417	02/20/2020	200451	12.50		
001	SECURE NETWORKS LLC	201377	03/03/2020	02/26/2020			509.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-559	500GB 2.5" INT HARD DRIVE	4081	02/14/2020	200415	250.00		
	001-170-559	8GB STICK COMPUTER MEMORY	4081	02/14/2020	200415	100.00		
	001-100-639	VIEW SONIC 24" WS LED MONITOR	4079	02/13/2020	200417	144.00		
	001-100-639	SHIPPING	4079	02/13/2020	200417	15.00		
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	201378	03/03/2020	02/26/2020			316.16	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-094-500	HP 952XL/952 HY INK 4PK	3438856856	02/08/2020	200423	113.96		
	001-040-500	10X13 CATALOG ENV 100CT/BX	3438004050	02/01/2020	200384	86.88		
	001-022-500	PRESSBOARD FOLDER LEGAL BX (2)	3438004050	02/01/2020	200384	75.86		
	001-045-559	SANDISK 16GB FLASH DRIVE	3438004050	02/01/2020	200384	5.39		
	001-045-559	VERBATIM 16GB FLASH DRIVE BLU	3438004056	02/01/2020	200384	6.79		
	001-045-559	VERBATIM 16GB FLASH DRIVE GRN	3438004059	02/01/2020	200384	6.79		
	001-094-559	CUSTOM SELF INKING STAMP	3439106656	02/12/2020	200384	20.49		
001	CITY ELECTRIC SUPPLY CO	201380	03/03/2020	02/26/2020			201.44	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-637	IP IN-LINE W/T FUSE HOLDER (4)	PAS/063539	02/04/2020	200386	53.16		
	001-201-637	600V MIDGET FUSE (10)	PAS/063539	02/04/2020	200386	119.50		
	001-201-637	33+ 3M 33+	PAS/063539	02/04/2020	200386	6.09		
	001-201-637	YELLOW WING NUT 100 BOX (100)	PAS/063539	02/04/2020	200386	7.10		
	001-201-637	105-305V 1000W ELECT W/PHOTO	PAS/063539	02/04/2020	200386	15.59		
001	MS GULF COAST COMMUNITY COLLEGE	201383	03/03/2020	02/26/2020			3,600.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-681	BLE CLASS 2020-1:ETHERIDGE, L	20-008	01/27/2020	200253	3,600.00		
001	ENGEL ELECTRIC LLC	201384	03/03/2020	02/26/2020			3,600.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-637	LABOR REPL BULBS W/LED (30)	200308	02/21/2020	200308	3,600.00		

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SOUTHERN TIRE MART LLC DEPT 143	201385	03/03/2020	02/26/2020			1,934.32	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-638	12R22.5 RADIAL TIRES (4)	2500032089	02/24/2020	200439		1,658.52	
	001-161-638	WASTE TIRE FEE	2500032089	02/24/2020	200439		8.00	
	001-161-638	SERVICE CALL: LABOR	2500032089	02/24/2020	200439		75.00	
	001-161-638	TIRE CHANGE MED TRUCK: LABOR	2500032089	02/24/2020	200439		140.00	
	001-161-638	VALUE STEM STEEL MED TRUCK	2500032089	02/24/2020	200439		31.80	
	001-161-638	TIRE DISPOSAL FEE: ENG 1	2500032089	02/24/2020	200439		21.00	
001	AUDIOWAVE INC	201389	03/03/2020	02/26/2020			54.14	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-638	REPL LIGHT & AUX FUSE:U #16223	A51451	02/13/2020	200432		54.14	
001	CABLE ONE INC	201390	03/03/2020	02/27/2020			83.32	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-698	MAR 2020: CFD #122024086	02162020	02/23/2020			83.32	
001	CABLE ONE INC	201391	03/03/2020	02/27/2020			83.32	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-698	MAR 2020: SFD #122025091	02162020	02/23/2020			83.32	
001	CABLE ONE INC	201392	03/03/2020	02/27/2020			83.32	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-698	MAR 2020: NFD #122024383	02162020	02/23/2020			83.32	
FUND TOTAL	1 Claims	to	Checks	40 Total	54,625.92 Manual	Held	Total	54,625.92

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
130	CIFRA CONSTRUCTION COMPANY LLC	201387	03/03/2020	02/26/2020			4,180.00	
	Account Number 130-130-755	Description	Invoice #	Date	P.O.		Amount	
		REMV-REPL CARPET: COUNCIL CHBR	3963	02/25/2020	200446		4,180.00	
FUND TOTAL 130 Claims	to	Checks	1 Total	4,180.00	Manual	Held	Total	4,180.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
157	WATCHGUARD VIDEO	201382	03/03/2020	02/26/2020			49,674.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	157-100-799	VISTA HD WIFI EXT CAMERA (25)	BCM00009130	02/11/2020	200334		24,875.00	
	157-100-799	VISTA HD WIFI ADD CAMERA (10)	BCM00009130	02/11/2020	200334		1,184.00	
	157-100-799	VISTA CHARGE BASE R2 KIT (35)	BCM00009130	02/11/2020	200334		3,325.00	
	157-100-799	VISTA TRANSFER STATION ASSY	BCM00009130	02/11/2020	200334		1,495.00	
	157-100-799	VISTA HD WIFI CHARGE BASE (25)	BCM00009130	02/11/2020	200334		5,000.00	
	157-100-799	4RE VISTA HD WIFI POE SWT (25)	BCM00009130	02/11/2020	200334		6,250.00	
	157-100-799	FREIGHT CHARGE	BCM00009130	02/11/2020	200334		545.00	
	157-100-799	KEY-EL4-SRV-001	4BO0005724	02/14/2020	200334		1,000.00	
	157-100-799	KEY-EL4-DEV-002 (35)	4BO0005724	02/14/2020	200334		5,250.00	
	157-100-799	SVC-4RE-RMT-410	4BO0005724	02/14/2020	200334		750.00	
FUND TOTAL 157 Claims	to	Checks	1 Total	49,674.00	Manual	Held	Total	49,674.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
171	MPI GO BOND S2019 CONSTRUCTION FUND	201316	03/03/2020	02/24/2020			31,908.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	171-000-104	TR TIDELANDS REIM: FUND 305	REQ 6	02/21/2020		7,458.00		
	171-000-104	TR TIDELANDS REIM: FUND 306	REQ 14	02/21/2020		11,850.00		
	171-000-104	TR TIDELANDS REIM: FUND 308	REQ 5	02/21/2020		12,600.00		
171	MPI GO BOND S2019 CONSTRUCTION FUND	201348	03/03/2020	02/25/2020			102,683.70	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	171-000-104	TR TIDELANDS REIM: FUND 306	REQ 15	02/25/2020		102,683.70		
FUND TOTAL 171 Claims	to	Checks	2 Total	134,591.70	Manual	Held	Total	134,591.70

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY	201323	03/03/2020	02/24/2020			69,193.91	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	172-350-650	LIBRARY SUPPORT	JAN 2020	01/22/2020			35,413.91	
	172-350-650	LIBRARY SUPPORT	FEB 2020	02/24/2020			33,780.00	
FUND TOTAL 172 Claims	to	Checks	1 Total	69,193.91	Manual	Held	Total	69,193.91

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AT&T	201295	03/03/2020	02/20/2020			52.05	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-605	FEB 2020: SSP INTERNET	285615432	02/11/2020			52.05	
176	AD2 INC	201298	03/03/2020	02/20/2020			513.45	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-699	RENEWAL 2/13/20-2/12/21	3585	02/14/2020			11.95	
	176-170-699	HOSTING FEE FEB 2020	3585	02/14/2020			36.50	
	176-170-699	SHOPPING CART FEE FEB 2020	3585	02/14/2020			115.00	
	176-170-699	WEB SITE MAINT:1/15/20-2/14/20	3585	02/14/2020			350.00	
176	AT&T	201315	03/03/2020	02/24/2020			155.02	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-605	MONTHLY SERVICE	2284972244	02/14/2020			155.02	
176	FUELMAN	201326	03/03/2020	02/24/2020			32.46	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-525	UNL FUEL	NP57755267	02/17/2020			32.46	
FUND TOTAL 176 Claims		to	Checks	4 Total	752.98 Manual	Held	Total	752.98

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	201351	03/03/2020	02/26/2020			6,932.07	
		Description		Invoice #	Date	P.O.	Amount	
		DESIGN SERVICES		1074473	02/12/2020		6,932.07	
FUND TOTAL 303 Claims	to	Checks	1 Total	6,932.07	Manual	Held	Total	6,932.07

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
304	SEYMOUR ENGINEERING PLLC Account Number 304-510-762	201344	03/03/2020	02/25/2020	7488	02/21/2020	20,000.00	20,000.00
		Description		Invoice #	Date	P.O.	Amount	
		GEOTECHNICAL ENG 80%		7488	02/21/2020			
304	SEYMOUR ENGINEERING PLLC Account Number 304-510-762	201345	03/03/2020	02/25/2020	7489	02/21/2020	9,625.00	9,625.00
		Description		Invoice #	Date	P.O.	Amount	
		FINAL TOPOGRAPHIC SURVEY		7489	02/21/2020			
FUND TOTAL 304 Claims	to	Checks	2 Total	29,625.00	Manual	Held	Total	29,625.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
306	DAVID RUSH CONSTRUCTION LLC Account Number 306-176-721	201352	03/03/2020	02/26/2020			132,079.39	
	Description RENOVATION 50.06%			Invoice # 002	Date 02/25/2020	P.O.	Amount	132,079.39
FUND TOTAL 306 Claims	to	Checks	1 Total	132,079.39	Manual	Held	Total	132,079.39

Docket of Claims
Release date from 03/03/2020 thru 03/03/2020

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
353	DNA UNDERGROUND LLC	201353	03/03/2020	02/26/2020			53,287.74	
	Account Number 353-722-766	Description		Invoice #	Date	P.O.	Amount	
		CONSTRUCTION (WTR) 27.3%		1	02/25/2020			53,287.74
353	DNA UNDERGROUND LLC	201354	03/03/2020	02/26/2020			86,174.64	
	Account Number 353-726-768	Description		Invoice #	Date	P.O.	Amount	
		CONSTRUCTION (SWR) 20.2%		1	02/25/2020			86,174.64
FUND TOTAL 353 Claims to		Checks	2 Total	139,462.38	Manual	Held	Total	139,462.38

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
354	SEYMOUR ENGINEERING PLLC	201342	03/03/2020	02/25/2020			8,875.00	
	Account Number		Description	Invoice #	Date	P.O.	Amount	
	354-722-603		CONSTRUCTION ADMIN 75%	7486	02/21/2020			2,875.00
	354-722-786		RESIDENT PROJECT REP 75%	7486	02/21/2020			6,000.00
354	HUDSON CONTRACTING INC	201355	03/03/2020	02/26/2020			11,159.10	
	Account Number		Description	Invoice #	Date	P.O.	Amount	
	354-722-766		CONSTRUCTION: WATER	3	02/25/2020			582.75
	354-722-766		ERC PAY APP #2 WATER	2	01/28/2020			-1,147.50
	354-726-768		CONSTRUCTION: SEWER	3	02/25/2020			10,576.35
	354-726-768		ERC PAY APP #2 SEWER	2	01/28/2020			1,147.50
FUND TOTAL 354 Claims	to	Checks	2 Total	20,034.10	Manual	Held	Total	20,034.10

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
360	SEYMOUR ENGINEERING PLLC	201343	03/03/2020	02/25/2020			12,243.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	360-726-762	VIDEO EXISTING SWR INF 90%		7487	02/21/2020		6,000.00	
	360-726-762	ENGINEERING DESIGN 30%		7487	02/21/2020		6,243.25	
FUND TOTAL 360 Claims	to	Checks	1 Total	12,243.25	Manual	Held	Total	12,243.25

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	AT&T	201279	03/03/2020	02/18/2020			62.45	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284972276	02/06/2020			62.45
400	CITY OF GAUTIER	201311	03/03/2020	02/24/2020			43,427.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-821	ST LNS #3 90/57 SWR		02102020	02/10/2020			7,877.45
	400-680-822	ST LNS #4 90/57 WTR		02102020	02/10/2020			10,948.67
	400-680-822	ST LNS #4 90/57 SWR		02102020	02/10/2020			9,019.22
	400-680-823	ST LNS #5 ALLEN RD		02102020	02/10/2020			2,149.95
	400-680-824	ST LNS #6 OLD SPAN TR		02102020	02/10/2020			3,765.83
	400-680-825	ST LNS #7 OLD SPAN TR		02102020	02/10/2020			9,665.99
400	IRBY'S ANSWERING SERVICE	201319	03/03/2020	02/24/2020			414.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	BASE RATE: 2/19/20-3/17/20		277-021920	02/19/2020			414.00
400	SINGING RIVER ELECTRIC COOPERATIVE	201320	03/03/2020	02/24/2020			2,165.61	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STATIONS 20649		02142020	02/21/2020			893.45
	400-651-631	LIFT STATIONS 28779		02142020	02/21/2020			91.83
	400-651-631	SCHOONER WELL 20688		02112020	02/19/2020			958.72
	400-651-631	LIFT STATIONS 20688		02112020	02/19/2020			221.61
400	MSC 7511	201321	03/03/2020	02/24/2020			166.49	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	FGYJOO-01 RENTAL FEE		INV3519568	02/09/2020			166.49
400	FUELMAN	201327	03/03/2020	02/24/2020			136.13	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP57755267	02/17/2020			136.13
400	FUELMAN	201328	03/03/2020	02/24/2020			103.03	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP57774666	02/24/2020			103.03
400	SAFECHOICE INC	201336	03/03/2020	02/25/2020			1,334.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-602	JCUA LIT: PCA ONLINE 12 MO		121	02/19/2020			1,334.95
400	2018-2019 BOND DEBT SERVICE FUND	201337	03/03/2020	02/25/2020			34,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	MAR 2020:2019 BOND DS		03012020	03/01/2020			34,000.00
400	2018-2019 BOND DEBT SERVICE FUND	201338	03/03/2020	02/25/2020			18,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	MAR 2020: 2018 BOND DS		03012020	03/01/2020			18,000.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	ARISTA INFORMATION SYSTEMS INC	201339	03/03/2020	02/25/2020			3,147.23	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	JAN 2020 STATEMENTS		29133	02/13/2020			1,147.23
	400-650-698	JAN 2020 STATEMENTS		1425202002	02/13/2020			2,000.00
400	FOSTERS A/C & HEATING INC	201340	03/03/2020	02/25/2020			120.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-635	SERV CALL: BLOWN FUSE		171017	02/04/2020			120.00
400	J H WRIGHT & ASSOCIATES INC	201341	03/03/2020	02/25/2020			842.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	EMERG REPR: ENARC LS PUMP		420696	01/07/2020			842.60
400	SINGING RIVER ELECTRIC COOPERATIVE	201347	03/03/2020	02/25/2020			94.67	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 89627001		02162020	02/24/2020			69.00
	400-651-631	LIFT STNS 89702001		02162020	02/24/2020			25.67
400	AT&T	201349	03/03/2020	02/25/2020			244.67	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284975234	02/25/2020			244.67
400	SEYMOUR ENGINEERING PLLC	201359	03/03/2020	02/26/2020			175.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-603	CONTACT FLOW MONTRG VENDOR		7507	02/25/2020			175.00
400	SINGING RIVER ELECTRIC COOPERATIVE	201364	03/03/2020	02/26/2020			8,143.28	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	IONIZATION PLANT 99216002		02172020	02/25/2020			223.11
	400-651-631	LIFT STATIONS 17882		02172020	02/25/2020			2,149.80
	400-651-631	WATER WELLS 17882		02172020	02/25/2020			3,292.63
	400-651-631	CITY HALL SOUTH 17882		02172020	02/25/2020			2,477.74
400	SOUTHERN PIPE & SUPPLY	201371	03/03/2020	02/26/2020			64.56	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	3/4 SCH 40 PVC MALE ADPT (12)		3856983-00	02/04/2020	200383		4.68
	400-651-581	3/4 SCH 40 PVC FEMALE ADPT(12)		3856983-00	02/04/2020	200383		9.36
	400-651-581	3/4 SCH 40 PVC 90 DEG ELL (12)		3856983-00	02/04/2020	200383		8.04
	400-651-581	3/4 SCH 40 PVC COUPLING (12)		3856983-00	02/04/2020	200383		5.28
	400-651-581	3/4 PVC COMPRESSION COUP (12)		3856983-00	02/04/2020	200383		37.20
400	COAST BATTERY SPECIALIST INC	201373	03/03/2020	02/26/2020			140.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-767	CB1250-F1 12V BATT (10)		3243021220	02/12/2020	200427		140.00
400	CONSOLIDATED PIPE & SUPPLY	201374	03/03/2020	02/26/2020			246.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-583	CDT RTN: 4 SDR26 SWR WYE (12)		3700284001	02/14/2020	200374		-348.00
	400-651-583	CDT RTN: 4 PVC SWR SRD26 (12)		3700284001	02/14/2020	200374		-144.00
	400-651-581	3/4 MCD COMP WYE (12)		3700285000	02/21/2020	200374		546.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CONSOLIDATED PIPE & SUPPLY	201374	03/03/2020	02/26/2020			246.00	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	4 SDR35 SW SWR 45 (12)		3700333000	02/14/2020	200374	72.00	
	400-651-581	4 SDR35 SW SWR WYE (12)		3700333000	02/14/2020	200374	120.00	
400	C & M ELECTRIC MOTOR SERVICE INC	201375	03/03/2020	02/26/2020			2,447.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	1-1/2 HP SUB PUMP: JSSC-1		12213	02/12/2020	200435	1,298.60	
	400-651-584	1-1/2 HP SUB PUMP: JSSC-1		12213	02/12/2020	200435	1,148.50	
400	SOUTHERN WATERWORKS SUPPLY INC	201376	03/03/2020	02/26/2020			1,150.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	1" MCDONALD BRASS COUP (12)		83158	02/20/2020	200447	415.05	
	400-651-581	JUMBO LID W/CAST IRON READ (4)		83158	02/20/2020	200447	97.82	
	400-651-581	LID W/PLASTIC READ (72)		83158	02/20/2020	200447	637.63	
400	STAPLES BUSINESS ADVANTAGE DEPT ATL	201379	03/03/2020	02/26/2020			208.98	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-500	AAA 8/PK BATT		3438578399	02/05/2020	200402	7.31	
	400-650-500	EPSON 252XL BLK INK		3438578399	02/05/2020	200402	34.99	
	400-650-500	32" RISER MONITOR STAND		3438664936	02/06/2020	200402	33.19	
	400-650-500	24"X36" WALL CALENDAR 2020		3438664937	02/06/2020	200402	15.90	
	400-650-500	HP 312X BLK TONER		343872116	02/07/2020	200402	117.59	
400	CITY ELECTRIC SUPPLY CO	201381	03/03/2020	02/26/2020			225.07	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	30A 240V PLUG-IN BRKR		PAS/063516	02/03/2020	200385	158.73	
	400-651-584	SHIPPING: C BYRD LS		PAS/063516	02/03/2020	200385	66.34	
400	COAST CONCRETE CO INC	201386	03/03/2020	02/26/2020			684.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-585	3000 PSI 6 YDS		153291	02/14/2020	200373	684.00	
400	LYMAN WELL COMPANY	201388	03/03/2020	02/26/2020			400.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	REMOVE MOTOR: OFC WELL		19025	02/21/2020	200454	400.00	
FUND TOTAL 400 Claims	to	Checks	26 Total	118,143.43	Manual	Held	Total	118,143.43

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	40 Total	54,625.92 Manual	Held	Total	54,625.92
FUND 130 Claims	to	Checks	1 Total	4,180.00 Manual	Held	Total	4,180.00
FUND 157 Claims	to	Checks	1 Total	49,674.00 Manual	Held	Total	49,674.00
FUND 171 Claims	to	Checks	2 Total	134,591.70 Manual	Held	Total	134,591.70
FUND 172 Claims	to	Checks	1 Total	69,193.91 Manual	Held	Total	69,193.91
FUND 176 Claims	to	Checks	4 Total	752.98 Manual	Held	Total	752.98
FUND 303 Claims	to	Checks	1 Total	6,932.07 Manual	Held	Total	6,932.07
FUND 304 Claims	to	Checks	2 Total	29,625.00 Manual	Held	Total	29,625.00
FUND 306 Claims	to	Checks	1 Total	132,079.39 Manual	Held	Total	132,079.39
FUND 353 Claims	to	Checks	2 Total	139,462.38 Manual	Held	Total	139,462.38
FUND 354 Claims	to	Checks	2 Total	20,034.10 Manual	Held	Total	20,034.10
FUND 360 Claims	to	Checks	1 Total	12,243.25 Manual	Held	Total	12,243.25
FUND 400 Claims	to	Checks	26 Total	118,143.43 Manual	Held	Total	118,143.43
Total for all Funds		Checks	84 Total	771,538.13 Manual	Held	Total	771,538.13

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting:
Title:

March 3, 2020
Approval of Change Order No. 2 for the Shepard
State Park Log Cabin, Phase III, project

Introduced by:
Contact Person/Telephone

April Stennett 497-8000 ext. 315

Summary Explanation: Approval of Change Order No. 2 for the Shepard State Park Log Cabin, Phase III, project

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 000-2020

WHEREAS, the City previously entered a contract with David Rush Construction, LLC to perform improvements to a two-story historic log cabin known as the “Wilson House”, which was donated to the city by Mr. Brian Britt; and

WHEREAS, Change Order No. 2 proposes several changes to the contract as outlined in the attached documentation; and

WHEREAS, there is a \$7,500 contingency allowance written into the contract for fireplace repairs and related work; and

WHEREAS, Change Order No. 2 costs would total \$6,625.18, thereby leaving \$874.82 in that contingency line item; and

WHEREAS, this project is being funded through Tidelands and the general obligation bond; and

WHEREAS, Goodwyn Mills Cawood has reviewed the change order and recommends approval of Change Order 2, and

WHEREAS, the Mayor and Council Members find it is in the best interest of the City of Gautier to approve Change Order 2; 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 Change Order No.2 for the Shepard State Park Log Cabin, Phase III, 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 March 3, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Brenda Greco, Administrative Clerk
Date: 2/24/2020
Subject: Log Cabin Phase III — Change Order No. 2

REQUEST:

The Grants and Projects Department requests that City Council approve Change Order No. 2 for the Shepard State Park Log Cabin, Phase III, project.

BACKGROUND:

A two-story historic log cabin known as the “Wilson House” was donated to the city by Mr. Brian Britt. The building was originally constructed in the early 1920's alongside US Highway 49 in Gulfport, Mississippi. The structure was built by Walter Alfred Cox and became the homestead of Clark Wilson and his wife, Marjorie Welch Wilson. The 3,000-square-foot cabin is made of southern yellow pine logs, and has been relocated from the northeast corner of Dobson Road and Allen Road to the entrance of Shepard State Park.

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

Phase II's scope of work included front and back stairs, landings, guards, handrails, concrete ADA ramp, back wall construction and repairs, roof repairs, sealant, exterior doors, window glass replacements, etc.

Phase III includes the completion of the exterior repairs and all interior renovations, to include electrical, mechanical and plumbing.

DISCUSSION:

Change Order No. 2 would repair the fireplace floor opening by adding an 8x8x16 block pier to the existing footing and framing in opening with 2x12 and ¾” treated plywood; remove the fireplace mantel in Room 2 and women's bathroom, closeup fireplace opening with salvaged beadboard, installing salvaged pine flooring in place of hearth and reinstalling mantel; in the main lobby area, repair wall opening by adding 2x supports and beam, frame in wall for return airs and electric fireplace insert; reinstall bookshelves, mantel shelve, trim out around fireplace and wall over fireplace using salvaged beadboard and 1x materials; furnish and install new electric fireplace; install 3cm granite with salvaged trim for hearth (\$6,625.18).

This change order would not increase the contract amount. There was a \$7,500 contingency allowance written into the contract for fireplace repairs and related work. Change Order No. 2 costs would total \$6,625.18, thereby leaving \$874.82 in that contingency line item.

Goodwyn Mills Cawood has reviewed the change order and recommends approval. This project is being funded through Tidelands and the general obligation bond.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve Change Order No. 2 for the Shepard State Park Log Cabin, Phase III, 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. COR #2 with GMC Recommendation



Goodwyn Mills Cawood

11 North Water Street
Suite 15250
Mobile, AL 36602

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

www.gmcnetwork.com

February 19, 2020

Ms. April Stennett
Grants and Projects Director
City of Gautier
3330 Highway 90
Gautier, MS 39553

RE: Shepard Park Welcome Center Phase III
for the City of Gautier
GMC PROJECT NO.: AMOB190011

Dear Ms. Stennett:

We have reviewed the submitted Change Order Request No. 2 from David Rush Construction, LLC in the amount of \$6,625.18 for the design and installation of a new custom fireplace surround. This cost includes labor and materials. We have reviewed this change order and find it to be reasonable, fair and equitable, and therefore should be accepted.

Attached is a detailed description of the work to be performed for your review and consideration.

If you have any questions regarding the response to the above change order request, please do not hesitate to call.

Sincerely,

GMC, PLLC

Christopher N. Lunsford, AIA
Sr. Architect

/djh
Attachment



David Rush Construction, LLC
18391 Runnymede Rd
Pass Christian, MS 39571
Phone: (228) 255-1286 Fax: (228) 255-8842

FEBRUARY 7TH, 2020

GMC, PPLC

11 North Water St., Suite 15250
Mobile AL 36602

City of Gautier

3330 Highway 90
Gautier MS 39553

SHEPARD PARK WELCOME CENTER PHASE III

1034 Graveline Rd., Gautier, MS 39571

REQUEST FOR CHANGE ORDER # 2

Allowance No. 2: Lump Sum Allowance: Include a lump sum allowance for design and installation of a new custom fireplace surround.

1. Allow a lump sum of \$7,500.00 for 1) the custom design of a 'new' fireplace surround using wood wall and trim salvaged from demolition and 2) to provide and install the 'new' fireplace surround and to install a new fireplace insert, complete with the required electrical connection. The fireplace surround shall be custom designed for a new fireplace insert (TBD and to be furnished by the City of Gautier).
2. Include 10% overhead and profit in Base Bid, and not as part of Allowance.
3. Include prep and new wood finish for the custom 'new' fireplace surround in Base Bid, and not as part of Allowance.

Allowance No. 2 includes: (drawing attached)

- 1) Repair fireplace floor opening by adding an 8x8x16 block pier to the existing footing and framing in opening with 2x12 and $\frac{3}{4}$ " treated plywood.
- 2) Removing fireplace mantel in Room 2 and women's bathroom, close up fireplace opening with savaged beadboard, installing savaged pine flooring in place of hearth and reinstalling mantel.
- 3) Room 1:
 - a) Repair wall opening by adding 2x supports and beam, frame in wall for return airs and electric fireplace insert.
 - b) Reinstall bookshelves, mantel shelve, trim out around fireplace and wall over fireplace using savaged beadboard and 1x materials.
 - c) Furnish and install new electric fireplace
 - d) Install 3cm granite with savaged trim for hearth.

Labor 2 men @ \$43.00/hr x 88 hrs	\$3,784.00
Labor 1 man @ \$30.00/hr x 6 hrs (drawing)	\$ 180.00
Labor burden 35%	\$1,387.40
Materials	<u>\$1,273.78</u>
Total	\$6,625.18



BAILEY LUMBER & SUPPLY CO. - OS

2904-B HWY 90E
OCEAN SPRINGS, MS 39564
Phone: (228) 872-3397
FAX: (228) 872-3478

QUOTE

Page: 1		Quote: 00000000	
Special :		Time:	00:00:00
Instructions :		Ship Date:	02/06/20
		Invoice Date:	02/06/20
Sale rep #: 182 RHONDA KEITH	Acct rep code: 182	Due Date:	03/10/20
Sold To: DAVID RUSH CONSTRUCTION LLC 18391 RUNNYMEDE ROAD PASS CHRISTIAN, MS 39571		Ship To: SHEPARD PARK WELCOME CENTER 1034 GRAVELINE ROAD GAUTIER, MS 39553	
() -			
Customer #: 0011693	00067	Customer PO:	Order By: C

ORDER	SHIP	L	U/M	ITEM#	DESCRIPTION	Alt Price/Uom	PRICE	Src/Extension
8.00		L	PC	TYP2021212	TREATED YELLOW PINE 2X12X12 #2 GROUND CONTACT	20.2000 PC	20.2000	161.60
1.00		L	PC	TYP2060608	TREATED YELLOW PINE 6X6X8 #2 GROUND CONTACT	22.5100 PC	22.5100	22.51
5.00		L	EA	ST080816	BLOCK STRETCHER 8 X 8 X 16 #8LWDC #801S	1.9300 EA	1.9300	9.65
2.00		L	PC	TCD34	TREATED CD SHEETING 3/4 4 X 8 23/32	35.6700 PC	35.6700	71.34
2.00		L	EA	R1220	REBAR 1/2 X 20' GRADE 40	6.2600 EA	6.2600	12.52
4.00		P	SK	GM60	CEMENT 60# GRAVEL CONCRETE MIX	3.1000 SK	3.1000	12.40
5.00		L	PC	TYP2020412	TREATED YELLOW PINE 2X4X12 #2 PRIME GROUND CONTACT	6.3600 PC	6.3600	31.80
6.00		L	PC	TYP2020612	TREATED YELLOW PINE 2X6X12 #2 PRIME GROUND CONTACT	9.1600 PC	9.1600	54.96

Quote Expires 02/13/20

QUOTE ONLY

	Sales total	\$376.78
Taxable 0.00		
Non-taxable 376.78		
Tax # MP-31081729	Tax	0.00

TBF: 392
Weight: 1088 lbs.

TOTAL \$376.78

This quote is designed solely to provide the Contractor/Customer with a rough estimate of the amount of material used in the given project. The material quote is based upon calculations or data provided by the Contractor/Customer, and such quote assumes, among other things, normal and typical building construction techniques. The actual amount of material used may vary from the material quote due to a number of factors. Consequently, NO REPRESENTATION OR WARRANTY HAS BEEN MADE THAT THE ACTUAL AMOUNT OF MATERIAL USED WILL NOT VARY FROM THE ESTIMATE.
Visit our web site:
baileylumber.com

3 - Customer Copy

Gulfport, MS 39501

Date	Estimate #
2/6/2020	346775

Name / Address
CASH CONTRACTOR DAVID RUSH FIREPLACE

		Project	
Description	Qty	Cost	Total
INSTALLED GRANITE TOPS-BLACK PEARL	1	583.00	583.00
2x materials			
		Subtotal	\$583.00
		Sales Tax (7.0%)	\$40.81
		Total	\$623.81

Phone #	Fax #
228-863-5084	228-863-0433

no fox

TOP SHOP

2900 20th Avenue • Gulfport, MS 39501 • Phone: 228-863-5084 • Fax: 228-863-0433

David Rush Construction

SHIP TO

Brent@DRC.Build

Date _____ Info By _____ Our PO# _____ Inv # _____

Date Completed _____ PO# _____ Job Name Shepard Park / Fireplace

PATTERN ☐ KIT. ☐ VAN. 1.	PATTERN ☐ KIT. ☐ VAN. 2.	PATTERN ☐ KIT. ☐ VAN. 3.
--	--	--

4.

PATTERN

☐ KIT.

☐ VAN.

3cm Black Pearl

5.

PATTERN

☐ KIT.

☐ VAN.

80"

30"

6.

PATTERN

☐ KIT.

☐ VAN.

DELIVER

PICK UP

SHIP VIA



**PREMIUM
ELECTRIC FIREPLACES
& TV LIFTS**

Exceeding Expectations

208 Philips Rd
Exton, PA 19341
800-215-1990

February 6, 2020

Quote # LA20200206-01

Product Proposal for David Rush Construction

Shipping Address:

1839 Runnymede Road
Pass Christian, MS 39571

Item:

80014 Sideline 36 electric fireplace

Price Breaks: Reseller Discount (25%)

MAP price: \$419.00/ea.

Discounted price: \$314.00

Tax: \$0.00

Total: \$314.00/each

Price includes: Shipping Cost (FOB Delivered)

Subject to State and Municipal taxes without proof of exemption from the state shipment is being delivered. (Any conditional taxes and terms)

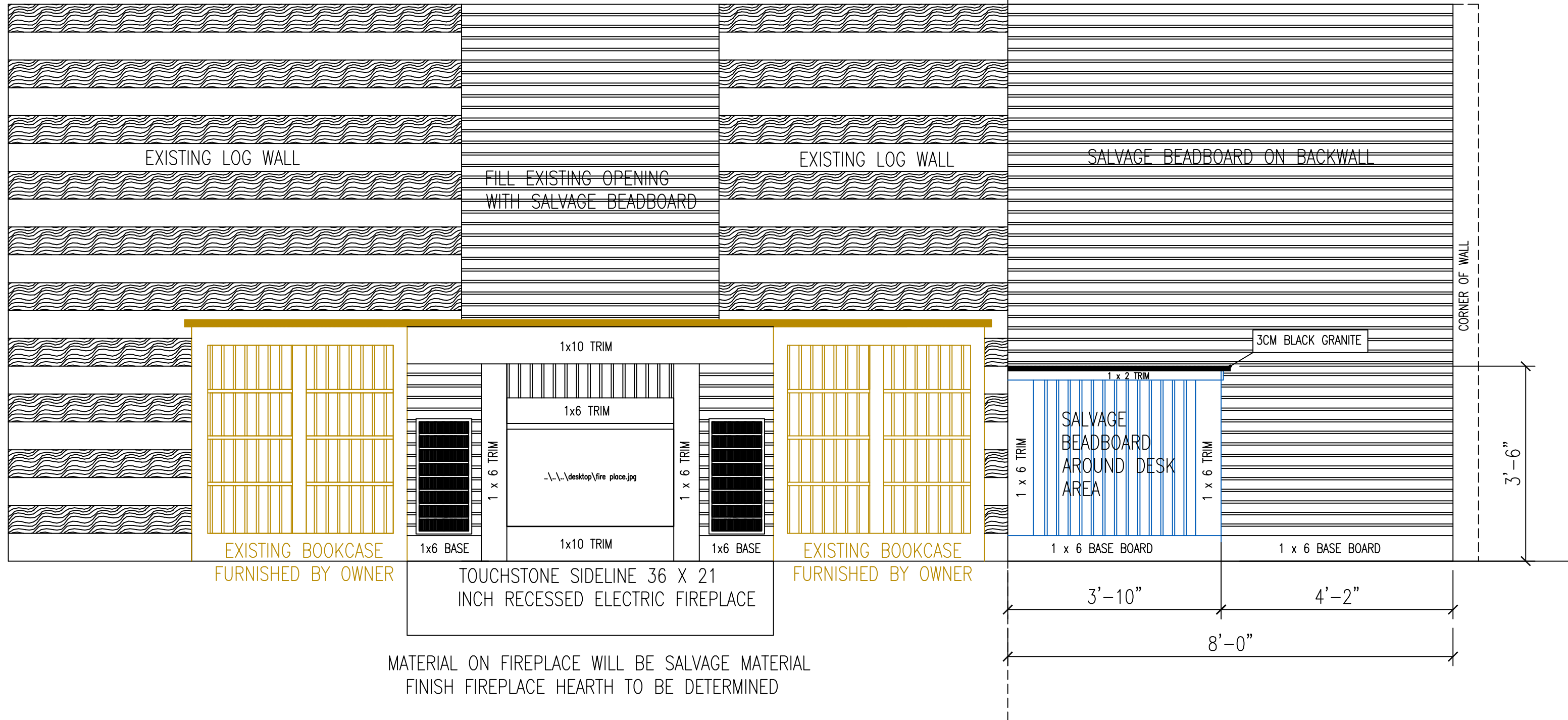
- Payment method: Payment in full is required upon placing the order.
- Item is shipped via UPS Ground.
- Shipping included in the price for all shipments in the US. Overseas shipping is not included and is the responsibility of the customer.

208 Philips Rd
Exton, PA 19341

800-215-1990
www.touchstonehomeproducts.com

FIREPLACE ALLOWANCE # 2

RECEPTIONIST ALLOWANCE # 3



CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet

Council Meeting:
Title:

March 3, 2020
Approval of Change Order No. 3 for the Shepard
State Park Log Cabin, Phase III, project

Introduced by:
Contact Person/Telephone

April Stennett 497-8000 ext. 315

Summary Explanation: Approval of Change Order No. 3 for the Shepard State Park Log Cabin, Phase III, project

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 000-2020

WHEREAS, the City previously entered a contract with David Rush Construction, LLC to perform improvements to a two-story historic log cabin known as the “Wilson House”, which was donated to the city by Mr. Brian Britt; and

WHEREAS, Change Order No. 3 would construct a reception desk area in the main lobby; and

WHEREAS, there is a \$5,000 contingency allowance written into the contract for a new reception desk area; and

WHEREAS, Change Order No. 3 costs would total \$3,733.00, thereby leaving \$1,267.00 in that contingency line item; and

WHEREAS, this project is being funded through Tidelands and the general obligation bond; and

WHEREAS, Goodwyn Mills Cawood has reviewed the change order and recommends approval of Change Order 2, and

WHEREAS, the Mayor and Council Members find it is in the best interest of the City of Gautier to approve Change Order 3; 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 Change Order No.3 for the Shepard State Park Log Cabin, Phase III, 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 March 3, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Brenda Greco, Administrative Clerk
Date: 2/24/2020
Subject: Log Cabin Phase III — Change Order No. 3

REQUEST:

The Grants and Projects Department requests that City Council approve Change Order No. 3 for the Shepard State Park Log Cabin, Phase III, project.

BACKGROUND:

A two-story historic log cabin known as the “Wilson House” was donated to the city by Mr. Brian Britt. The building was originally constructed in the early 1920's alongside US Highway 49 in Gulfport, Mississippi. The structure was built by Walter Alfred Cox and became the homestead of Clark Wilson and his wife, Marjorie Welch Wilson. The 3,000-square-foot cabin is made of southern yellow pine logs, and has been relocated from the northeast corner of Dobson Road and Allen Road to the entrance of Shepard State Park.

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

Phase II's scope of work included front and back stairs, landings, guards, handrails, concrete ADA ramp, back wall construction and repairs, roof repairs, sealant, exterior doors, window glass replacements, etc.

Phase III includes the completion of the exterior repairs and all interior renovations, to include electrical, mechanical and plumbing.

DISCUSSION:

Change Order No. 3 would construct a reception desk area in the main lobby. Work will include framing a 2x4 wall across the two door openings and installing salvaged beadboard and 1x5 for the finish; building a 42” wall and frame for a desktop; finishing the wall with salvaged beadboard and 1x materials; installing a 24”, 3cm granite desk top and 16” for wall cap (\$3,733).

This change order would not increase the contract amount. There was a \$5,000 contingency allowance written into the contract for a new reception desk area. Change Order No. 3 costs would total \$3,733, thereby leaving \$1,267 in that contingency line item.

Goodwyn Mills Cawood has reviewed the change order and recommends approval. This project is being funded through Tidelands and the general obligation bond.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve Change Order No. 3 for the Shepard State Park Log Cabin, Phase III, project.

The City Council may:

- 1) Approve Change Order No. 3 as presented; or
- 2) Not approve Change Order No. 3 as presented.

ATTACHMENTS:

1. COR #3 with GMC Recommendation



Goodwyn Mills Cawood

11 North Water Street
Suite 15250
Mobile, AL 36602

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

www.gmcnetwork.com

February 19, 2020

Ms. April Stennett
Grants and Projects Director
City of Gautier
3330 Highway 90
Gautier, MS 39553

RE: Shepard Park Welcome Center Phase III
for the City of Gautier
GMC PROJECT NO.: AMOB190011

Dear Ms. Stennett:

We have reviewed the submitted Change Order Request No. 3 from David Rush Construction, LLC in the amount of \$3,733 for the custom design and install of a new reception desk and countertops. This cost includes labor and materials. We have reviewed this change order and find it to be reasonable, fair and equitable, and therefore should be accepted.

Attached is a detailed description of the work to be performed for your review and consideration.

If you have any questions regarding the response to the above change order request, please do not hesitate to call.

Sincerely,

GMC, PLLC

Christopher N. Lunsford, AIA
Sr. Architect

/djh
Attachment



David Rush Construction, LLC
18391 Runnymede Rd
Pass Christian, MS 39571
Phone: (228) 255-1286 Fax: (228) 255-8842

FEBRUARY 7TH, 2020

GMC, PPLC

11 North Water St., Suite 15250
Mobile AL 36602

City of Gautier

3330 Highway 90
Gautier MS 39553

SHEPARD PARK WELCOME CENTER PHASE III

1034 Graveline Rd., Gautier, MS 39571

REQUEST FOR CHANGE ORDER # 3

Allowance No. 3: Lump Sum Allowance: Include a lump sum allowance for design and installation of a new custom reception desk and countertops.

1. Allow a lump sum of \$5,000.00 for 1) the custom design of a 'new' reception desk and countertops using wood wall and trim salvaged from demolition and 2) to provide and install the 'new' reception desk and countertops.
2. Include 10% overhead and profit in Base Bid, and not as part of Allowance.
3. Include prep and new wood finish for the custom 'new' reception desk and countertops in Base Bid, and not as part of Allowance.

Allowance No. 3 includes: (drawings attached)

- 1) Frame a 2X4 wall across the two door openings and install savaged beadboard and 1X5 for the finish.
- 2) Build a 42" wall and frame for a desktop. Finish wall with savaged beadboard and 1X materials. Install a 24", 3cm granite top for desks top and 16" for wall cap.

Labor 2 men \$43.00/hr @ 48 hrs	\$2,064.00
Labor 1 man \$30.00/hr @ 4 hrs (drawing)	\$ 120.00
Labor burden 35%	\$ 764.00
Materials	<u>\$ 785.00</u>
Total	\$3,733.00

d/b/a Top Shop
2900 20th Ave.
Gulfport, MS 39501

ESTIMATE

Date	Estimate #
2/6/2020	346774

Name / Address
CASH CONTRACTOR DAVID RUSH SHEPARD PARK Reception Desk

			Project
Description	Qty	Cost	Total
INSTALLED GRANITE TOPS-BLACK PEARL + 2x4's, mls 85 ⁰⁰	1	700.00	700.00
		Subtotal	\$700.00
		Sales Tax (7.0%)	\$49.00
		Total	\$749.00

Phone #	Fax #
228-863-5084	228-863-0433

no tax

TOP SHOP

2900 20th Avenue • Gulfport, MS 39501 • Phone: 228-863-5084 • Fax: 228-863-0433

David Rush Construction

SHIP TO

Brent @ DRC Build

Date _____ Info By _____ Our PO# _____ Inv # _____

Date Completed _____ PO# _____ Job Name Shepard Park / Desk

PATTERN ☐ KIT. ☐ VAN. 1.	PATTERN ☐ KIT. ☐ VAN. 2.	PATTERN ☐ KIT. ☐ VAN. 3.
---	---	---

PATTERN

☐ KIT.
☐ VAN.

4.

PATTERN

☐ KIT.
☐ VAN.

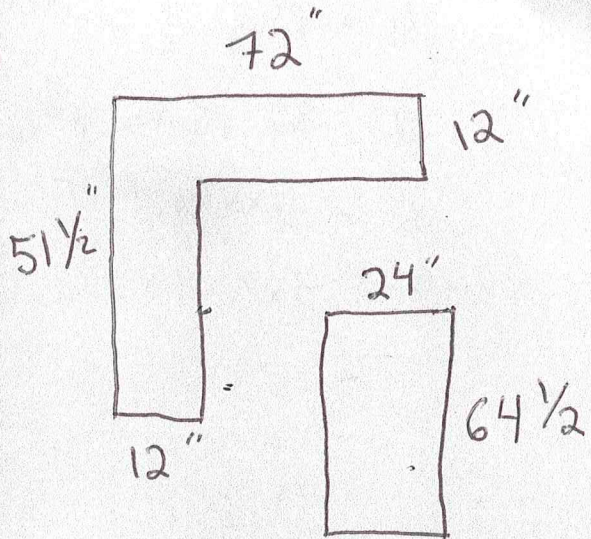
5.

PATTERN

☐ KIT.
☐ VAN.

6.

3cm Black Pearl

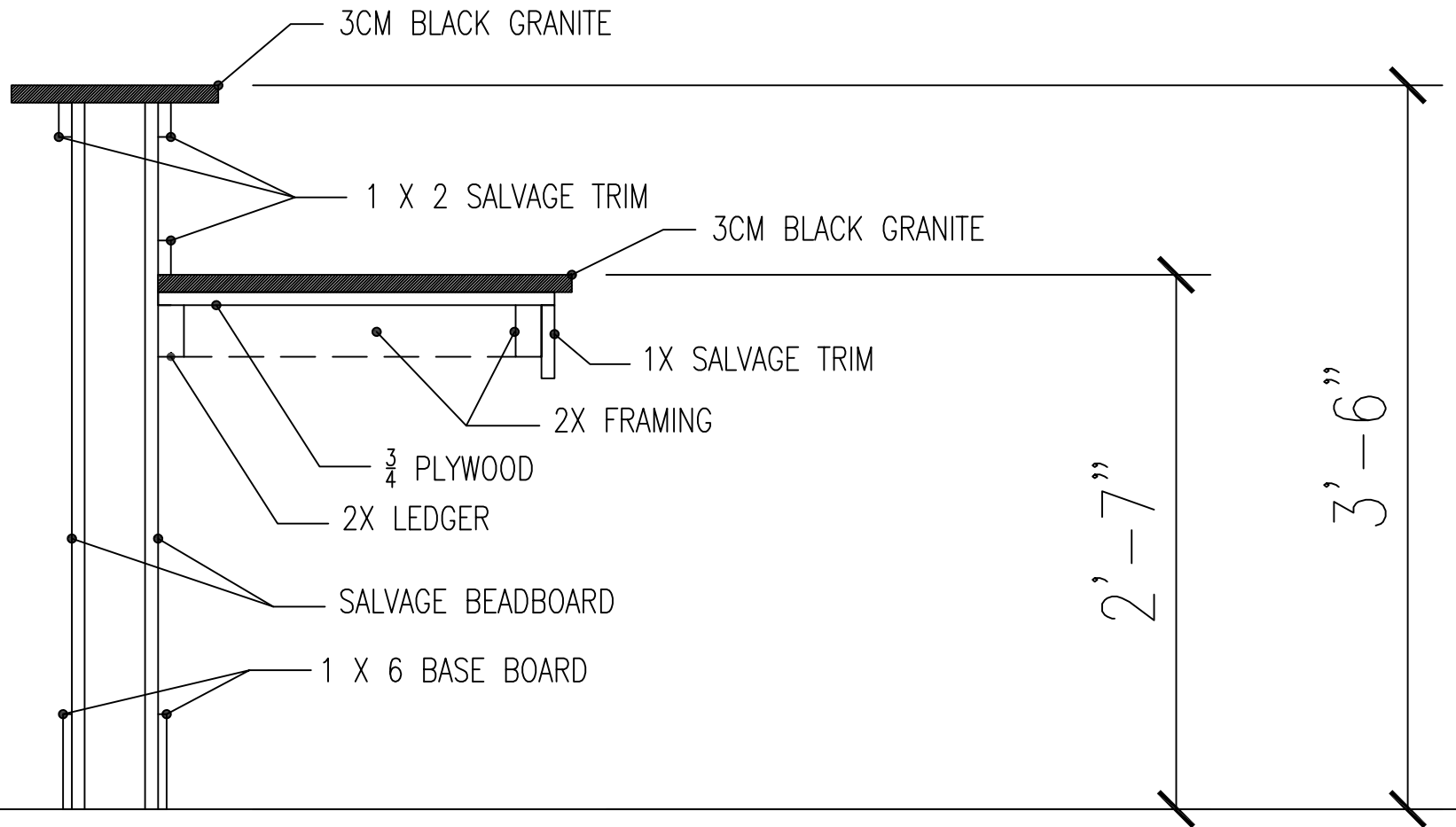


DELIVER

PICK UP

SHIP VIA

RECEPTIONIST DESK SECTION CUT



CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting:
Title:

March 3, 2020
Authorization to enter into a Professional Services Agreement with Wright, Ward, Hatten & Guel to audit the financial statements of the City of Gautier for the year ended September 30, 2019.

Introduced by:
Contact Person/Telephone

City Manager 497-8000 ext. 306

Summary Explanation: Authorization to enter into a Professional Services Agreement with Wright, Ward, Hatten & Guel to audit the financial statements of the City of Gautier for the year ended September 30, 2019. The fee estimate for these services will be \$28,000.00 and is expected to begin on approximately April 2, 2020.

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 000-2020

WHEREAS, the governing authorities of every municipality in the state shall have their books audited annually, prior to the close of the net succeeding fiscal year, either by a competent accountant approved by the State Auditor or by a certified public accountant in accordance with Miss Code Ann. § 21-35-31; and

WHEREAS, the Mayor and Council Members hereby find that entering this 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 Professional Services Agreement with Wright, Ward, Hatten & Guel to audit the financial statements of the City of Gautier for the year ended September 30, 2019 is hereby authorized.

IT IS FURTHER ORDERED that the proposed audit will include the audit of all funds in accordance with government auditing standards prescribed by the United States General Accounting Office (GAO) and the corresponding Yellow Book standards and requirements and the Office of the State Auditor (OSA) guidelines, including Mississippi State Law and Regulations, and the Single Audit Act, as delineated in OMB Circular A-133.

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 March 3, 2020.

WRIGHT, WARD, HATTEN & GUEL

PROFESSIONAL LIMITED LIABILITY COMPANY

(SUCCESSORS TO A. L. EVANS & COMPANY ESTABLISHED 1929)

Certified Public Accountants

HANCOCK BANK BUILDING

2510 - 14TH STREET

P.O. BOX 129

GULFPORT, MISSISSIPPI 39502

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January 30, 2020

To City Council and Management

City of Gautier, Mississippi

We are pleased to confirm our understanding of the services we are to provide City of Gautier, Mississippi for the year ended September 30, 2019. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City of Gautier, Mississippi as of and for the year ended September 30, 2019. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Gautier, Mississippi's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Gautier, Mississippi's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's discussion and analysis.
- 2) Budgetary comparison schedule – budget and actual
- 3) Schedule of city's proportionate share of net pension liability
- 4) Schedule of city's contributions

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Gautier, Mississippi's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements]:

- 1) Schedule of expenditures of federal awards.
- 2) Schedule of surety bonds

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) Elected officials
- 2) Organization chart

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the mayor and city council of City of Gautier, Mississippi. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material

abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Gautier, Mississippi's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Gautier, Mississippi's major programs. The purpose of these procedures will be to express an opinion on the City of Gautier, Mississippi's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of City of Gautier, Mississippi in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations and schedules we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the city council; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Wright, Ward, Hatten & Guel and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to City's oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We

will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Wright, Ward, Hatten & Guel personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

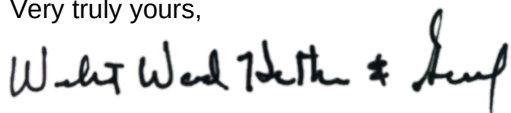
The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Oversight Agency for audit. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately April, 2 2020 and to issue our reports no later than June 30, 2019. Sande Hentges is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for estimated for these services will be \$28,000. The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the City of Gautier, Mississippi and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Wright, Ward, Hatten & Guel

RESPONSE:

This letter correctly sets forth the understanding of City of Gautier, Mississippi.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet

Council Meeting:
Title:

March 3, 2020
Approval of a Contract Gardener Agreement

Introduced by:
Contact Person/Telephone

Chassity Bilbo 497-8000 ext. 317

Summary Explanation: Approval of a Contract Gardener Agreement relating to a Parks and Recreation position approved during the FY 2020 budgeting process.

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 000-2020

WHEREAS, during the FY 2020 budgeting process, Council approved a contract gardener position with compensation not to exceed \$10,800 per year; and

WHEREAS, in an effort to help the Recreation Department operate more efficiently, staff requests the amount allocated for the gardener position to be increased to an amount not to exceed \$20,800; and

WHEREAS, the increase in the agreement will come from the vacant part-time grounds and maintenance operator position; and

WHEREAS, the scope of services for the contract employee is as follows:

(Any one position of this class may not include all duties listed, nor do listed examples include all duties which may be found in positions of this class.) Duties for the week will be outlined every Monday Morning.

- A. Operates a truck in support of crews carrying out maintenance of all parks and City facilities as delegated by the Recreation Director.
- B. Operates riding power mower and tractor equipped with grass cutting and ditching attachments; operates push lawn mowers, weed-eaters, edgers, and similar lawn care devices.
- C. Performs special projects and other duties as assigned by the Recreation Director.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the amended compensation for the Contract Gardener position 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 March 3, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 2/25/2020
Subject: Approval of a revised Contract Gardner Agreement

REQUEST:

The Parks and Recreation Director request the approval of a revised Contract Gardner Agreement in an amount not to exceed \$20,800.

BACKGROUND:

During the FY20 budgeting process, Council approved a contract gardener agreement in an amount not to exceed \$10,800 per year and will receive a 10-99 at the end of the year.

In an effort to help the Recreation Dept. operate more efficiently, the Recreation Dept. would like to increase the gardener agreement in an amount no to exceed \$20,800. The increase in the agreement will come from the vacant part-time grounds and maintenance operator position.

DISCUSSION:

I.Scope of Services: The Contract Worker shall perform and render the following services:

(Any one position of this class may not include all duties listed, nor do listed examples include all duties which may be found in positions of this class.) Duties for the week will be outlined every Monday Morning.

A.Operates a truck in support of crews carrying out maintenance of all parks and City facilities as delegated by the Recreation Director.

B.Operates riding power mower and tractor equipped with grass cutting and ditching attachments; operates push lawn mowers, weed-eaters, edgers, and similar lawn care devices.

C.Performs special projects and other duties as assigned by the Recreation Director.

RECOMMENDATION:

The Recreation Director recommends that City Council approve the revised Contract Gardner Agreement.

The City Council may:

- 1.Approve the revised Contract Gardner Agreement or;
- 2.Not approve the revised Contract Garner Agreement

ATTACHMENTS:

1. Contract Gardner Andrew Chandler(revised) 3.3.2020

CITY OF GAUTIER
Gardner
CONTRACT FOR SERVICES

This contract is made and entered into by and between the City of Gautier, Mississippi (hereinafter referred to as the City) and **Andrew Chandler** (hereinafter referred to as Contract Worker) for the professional service as defined in this agreement.

The City of Gautier hereby engages the services of the Contract Worker, and the Contract Worker hereby agrees to render those certain services described in Paragraph I, "Scope of Services", below.

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

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

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

I. Scope of Services: The Contract Worker shall perform and render the following services:

(Any one position of this class may not include all duties listed, nor do listed examples include all duties which may be found in positions of this class.) Duties for the week will be outlined every Monday Morning.

- A. Operates riding power mower and tractor equipped with grass cutting and ditching attachments; operates push lawn mowers, weed-eaters, edger's, and similar lawn care devices.
- B. Performs special projects and other duties as assigned by the Recreation Director.

II. Period of Performance: This Contract shall begin **March 3, 2020.**

III. Consideration and Method of Payment:

- A. As consideration for the performance of this Contract, the Contract Worker shall be paid at a rate of \$10.00 an hour not to exceed \$20,800 per year.
- B. Work Schedule: To be determined by the Recreation Director.
- C. As additional consideration for this contract, the City will provide, from time to time, as it deems necessary, the use of city-owned vehicles and equipment for the execution of the Contract Worker's responsibilities under this contract. City vehicles and equipment may be used for providing city services only and may not be used by the contractor for any other purpose.

- IV. Relationship of Parties:** It is expressly understood and agreed that the City of Gautier enters into this Contract with Contract Worker based on the purchase of services and not based on an employer-employee relationship.
- A. It is further understood that the consideration expressed herein constitutes full and complete compensation for all services and performances hereunder, and is the gross sum due and payable to the Contract Worker. The City will not withhold taxes on wages earned by the Contract Worker but will furnish the Contract Worker with a 10-99 IRS Earnings Statement by January 31st of each year. Contract Worker shall not be eligible for any benefits including workers compensation insurance, paid holidays off, accrual of annual or sick leave, participation in the City's health insurance program or the Public Employees Retirement System.
- V. Termination:** Either the City or the Contract Worker may terminate this Contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least fourteen (14) days before the effective date of such termination.
- VI. Ownership of Documents and Work Product:** All documents, notes, programs, books, databases (and all applications thereof), files, reports, studies, unfinished documents and/or other materials collected or prepared by Contract Worker shall be owned by the City. The City reserves the rights to any and all information and/or materials collected on its behalf.
- VII. Records Retention and Access to Records:** Contract Worker shall maintain, and shall make available to the City or any state agency authorized to audit the City, financial records, supporting documents, statistical records and all other records pertinent to the services performed under this Contract. These records shall be maintained for at least three (3) years; however, if any litigation or other legal action, by or on behalf of the State of Federal Government has begun that is not completed at the end of the three (3) year period, or audit findings, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.
- VIII. Modification or Amendment:** Modifications, changes or amendments to this Contract may be made upon mutual agreement of the parties, in writing and signed by the parties hereto.
- IX. Assignment:** The Contract Worker may not assign or otherwise transfer its obligations or duties under this Contract without the prior written consent of the City. Any attempt to assign or transfer the obligations and duties hereunder without such consent shall be void.
- X. Waiver:** Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power thereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Contract.
- XI. Indemnification:** Contract Worker agrees to indemnify, defend, save and hold harmless the City from and against all claims, demands, liabilities, suits, damages and costs of every kind and nature whatsoever, including court costs and attorney's fees, arising out of or caused by Contract Worker, its agents or employees in the performance of this Contract.

- XII. Governing Law and Legal Remedies:** This Contract shall be construed and governed in accordance with the laws of the State of Mississippi. The Contract Worker expressly agrees that under no circumstances shall the City be obligated to pay an attorney's fee or the cost of legal action to the Contract Worker.
- XIII. Severability:** If any term or provision of the Contract 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 Contract shall not be affected thereby and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.
- XIV. Disputes:** Any dispute concerning a question of fact arising under this Contract shall be disposed of by good faith negotiation between a duly authorized representative of the City and the Contract Worker. Should such negotiation fail to resolve any differences or disputes, the issue shall be submitted to litigation before a court of competent jurisdiction in Jackson County, State of Mississippi. Pending final decision of a dispute hereunder, the Contract worker shall proceed diligently with the performance of the duties and obligations of the Contract.
- XV. Compliance with Laws:** Contract Worker shall comply with all applicable laws, regulations policies and procedures of the United States of America or any agency thereof, the State of Mississippi or any agency thereof and any local governments or political subdivisions that may affect the performance of services under the Contract. Specifically, but not limited to, Contract Worker shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of the Contract because of race, creed, color, sex, age, national origin or disability.
- XVI. Special Terms and Conditions:** It is agreed and understood by each party to this Contract that there are no special terms or conditions applicable to this contractual agreement.
- XVII. Notice:** Any notice required or permitted to be given under this Contract shall be in writing and sent by United States Certified Mail, Return Receipt Requested, to the party to whom the notice should be given at the address set forth below:
- City of Gautier: Chassity Bilbo, Recreation Director
City of Gautier
3330 Hwy. 90
Gautier, MS 39553
- Contract Worker: **Andrew Chandler**
3542 Courtney
Ocean Springs, MS
- XVIII. Entire Agreement:** This Contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto.

IN WITNESS WHEREOF, this contract has been entered into and executed by the parties hereto.

Witness our signatures this _____ of _____, 2020.

City of Gautier

Contract Worker

Paula Yancey, City Manager

Andrew Chandler

**CITY OF GAUTIER
CONSENT AGENDA ITEM #5
Fact Sheet**

Council Meeting:
Title:

March 3, 2020
Authorization is requested for retiring Police Chief Dante Elbin to purchase his duty weapon for \$1.00.

Introduced by:
Contact Person/Telephone

Paula Yancey 497-8000 ext. 301

Summary Explanation: Authorization for retiring Police Chief Dante Elbin to purchase his duty weapon, in accordance with Mississippi State Law (45-9-131), a Glock, Model 43, 9MM caliber pistol, serial #ADTX722 in the amount of \$1.00.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2020

WHEREAS, Chief Dante Elbin has made the decision to retire after serving the citizens of Gautier, Mississippi since 1993; and

WHEREAS, Chief Elbin wishes to purchase his duty weapon in accordance with Miss. Code Ann. 45-9-131 for the amount of \$1.00;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that retiring Police Chief Dante Elbin, of the Gautier Police Department, is hereby authorized to purchase his duty weapon, a Glock, Model 43, 9MM caliber pistol, Serial #ADTX722.

IT IS FURTHER ORDERED that the City Clerk is hereby instructed to remove the Glock, Model 43, 9MM caliber pistol, serial #ADTX722 from the City's master inventory register.

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 **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 March 3, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Danny Selover, Police
Date: 2/25/2020
Subject: Authorization is requested for retiring Police Chief Dante Elbin to purchase his duty weapon for \$1.00

REQUEST:

The Gautier Police Department is requesting authorization from the Mayor and Council for retired Police Chief Dante Elbin to purchase his duty weapon, a Glock, Model 43, 9MM caliber pistol, serial number ADTX722.

BACKGROUND:

In past years, the mayor and city council have approved the purchase of duty weapons by retiring officers for the amount of \$1.00

DISCUSSION:

Mississippi state law states that upon approval of the governing authorities of the municipality or county, a member of any municipal or county law enforcement agency who retires under any state retirement system or any state approved retirement system may be allowed to purchase as his personal property one (1) sidearm which was issued to him by the law enforcement agency from which was issued to him by the law enforcement agency from which he retired. The governing authorities of the municipality or county shall determine the amount to be paid for the firearm by the retiring member of the law enforcement agency.

RECOMMENDATION:

The Gautier Police Department recommends Mayor and Council approve the request of retired Police Chief Dante Elbin to purchase his duty weapon for the sum of \$1.00 and remove this weapon from the City of Gautier's master inventory, inventory control # 3196.

ATTACHMENTS:

1. state law retired firearm

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1 of 1

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Miss. Code Ann. § 45-9-131 (Copy w/ Cite)

Pages: 2

Miss. Code Ann. § 45-9-131

MISSISSIPPI CODE of 1972 ANNOTATED
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All rights reserved.

*** Current through HB 32, 342, 524, 669, 686, 883, 1125, and 1321, and SB 2448, 2647 and 2835, 2017 Regular Session, not including changes and corrections made by the Joint Legislative Committee on Compilation, Revision and Publication. The final official version of the statutes affected by 2017 legislation will appear on Lexis.com and Lexis Advance in September 2017. ***

TITLE 45. PUBLIC SAFETY AND GOOD ORDER
CHAPTER 9. WEAPONS
PURCHASE OF SIDEARMS BY RETIRING LAW ENFORCEMENT PERSONNEL

Miss. Code Ann. § 45-9-131 (2017)

§ 45-9-131. Purchase of sidearm by retiring law enforcement officer or spouse of law enforcement officer killed in line of duty

Upon approval of the governing authority of the municipality or county, a member of any municipal or county law enforcement agency who retires under any state retirement system or the spouse of a law enforcement officer who is killed in the line of duty may be allowed to purchase as his or her personal property one (1) sidearm which was issued to the law enforcement officer by the law enforcement agency from which he or she retired or by whom he or she was employed at the time of death. The governing authority of the municipality or county shall determine the amount to be paid for the firearm by the retiring member of the law enforcement agency or the spouse of the law enforcement officer.

HISTORY: SOURCES: Laws, 1995, ch. 462, § 1; Laws, 2013, ch. 381, § 1, eff from and after passage (approved Mar. 20, 2013.)

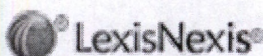
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1 of 1

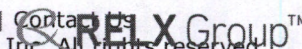
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Miss. Code Ann. § 45-9-131 (Copy w/ Cite)

Pages: 2



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CITY OF GAUTIER
Consent Agenda Item #6
Fact Sheet

Council Meeting:
Title:

March 3, 2020
Approval of water and sewer adjustments dated
February 2020 in the amount of \$14,240.43.

Introduced by:
Contact Person/Telephone

Cynthia Russell 497- 8000 ext. 302

Summary Explanation: Approval of water and sewer adjustments dated February 2020 in the amount of \$14,240.43.

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 000-2020

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 February 2020 in the amount of \$14,240.43 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 March 3, 2020.

FEBRUARY 2020 UTILITY ADJUSTMENTS							
ACCT #	WATER	SEWER	L/C	CAPACITY	TAX	TOTAL ADJ	REASON FOR ADJUSTMENT
003-03001-000		331.42				\$331.42	POOL FILL
019-47501-000		93.62	105.00			\$198.62	OUTSIDE FAUCET
025-05801-002		30.25	35.00			\$65.25	LEAK
029-13501-007		140.97	140.00			\$280.97	VALVE
065-00101-000		1,459.31	140.00	650.00	9.80	\$2,259.11	LINE UNDER GROUND
065-08701-001		2,036.20	105.00			\$2,141.20	WATER LINE
065-16101-000		543.72	105.00			\$648.72	BUSTED PIPE
066-05401-000		2,756.95	140.00			\$2,896.95	THEFT POLICE REPORT
074-06301-001		73.82				\$73.82	OUTSIDE FAUCET
077-06901-000		65.68				\$65.68	OUTSIDE FAUCET
080-23001-001		64.65	70.00			\$134.65	LINE UNDER GROUND
095-10301-000		1,090.85	210.00			\$1,300.85	LEAK SHOWER
103-11201-000		523.37	140.00			\$663.37	SINK PIPE
103-29501-000		741.31				\$741.31	THEFT POLICE REPORT
110-22601-001		278.61	105.00			\$383.61	OUTSIDE FAUCET
113-00301-001		321.33				\$321.33	FAUCET
116-16801-000		79.74				\$79.74	LEAK SHOWER
116-32001-000		369.43	140.00			\$509.43	OUTSIDE FAUCET
122-00301-000		541.54	175.00		12.25	\$728.79	ICE MACHINE
122-16201-000		215.81	140.00	50.00	9.80	\$415.61	FAUCET
TOTAL	0.00	11,758.58	1,750.00	700.00	31.85	\$14,240.43	
THESE FOLLOW POLICY/ RECOMMEND APPROVAL							

COMPLETED

CITY OF GAUTIER
Consent Agenda Item #7
Fact Sheet

Council Meeting:
Title:

March 3, 2020
Approval of minutes from Recessed Council Meeting
held February 18, 2020.

Introduced by:

Contact Person/Telephone

Cynthia Russell 497-8000 Ext. 302

Summary Explanation: Approval of minutes from Recessed Council Meeting held February 18, 2020.

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 000-2020

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 February 18, 2020 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 March 3, 2020.

Tuesday
February 18, 2020
Gautier, Mississippi

BE IT REMEMBERED THAT A RECESSED MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held February 18, 2020 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
February 18, 2020 @ 6:30 PM**

I. Call to Order

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

II. Agenda Order Approval

III. Announcements

- 1. Wreath & Bow Making Class from 2pm until 4pm at the Gautier Senior Center February 25, 2020**
- 2. "Tasty Thursday" February 27, 2020 from 11am until 6pm at Singing River Mall Property**

IV. Presentation Agenda

V. Business Agenda

- 1. Consider a request for approximately an eighty-six and a half foot (86.5') variance to front set-back requirements that would allow an accessory building to be located in front of the principal use in an AG Agricultural zoning district, 5800 Ritcher Road (GPC #20-01-VAR)**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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2. Authorization to enter into a Professional Services Agreement with Seymour Engineering for work associated with the Town Commons Park Project, and approval of Task Order 3

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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3. Resolution of intent authorizing the City to move forward with the refunding of the \$7,000,000 City of Gautier, Mississippi General Obligation Bonds, Series 2010

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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4. 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. Resolution requesting Local and Private Legislation authorizing the governing authorities of the City of Gautier to permit the operation of Golf Carts and/or low speed vehicles on public roads and streets as designated by ordinance.
2. Approval of minutes from Regular Council Meeting held February 4, 2020.
3. Receive January 2020 Privilege License Report
4. Authorizing the appointment of Milton Ricks Ward 5 to the Gautier Senior Steering Committee
5. Authorization to approve Change Order No. 1 for the Shepard State Park Log Cabin, Phase III Project

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

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

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

1. Amend Resolution to Business Agenda Item 3 – Resolution of intent authorizing the City to move forward with the refunding of the \$7,000,000 City of Gautier, Mississippi General Obligations Bonds, Series 2010
2. Add Business Agenda Item 5 – Text change to the UDO
3. Add Consent Agenda Item 6 – Authorization to submit an application to the Mississippi Department of Wildlife, Fisheries and Parks for a Mississippi Recreational Program Grant

Councilwoman Martin seconded the motion. The vote was carried unanimously.

Announcements

1. Wreath & Bow Making Class from 2pm until 4pm at the Gautier Senior Center February 25, 2020
 2. “Tasty Thursday” February 27, 2020 from 11am until 6pm at Singing River Mall Property
-

Presentation

None

Join Us!



Wreath & Bow Making Class

February 25th

2pm-4pm

Gautier Senior Center

Spring or Summer Wreath

- 1 – wreath form with ties or wreath form with pipe cleaners bought separately (to be attached to form)
- 4 – rolls of different ribbon that measure about 1 ½" to 2" wide that will match for the wreath cut into 14" strips (we can cut these in class)
- 2 – different color short mesh (10" wide) cut into 10" strips (we can cut these in class) spring or summer colors
- 1 – pair of scissors
- 1 – ruler

Bow

- 1 – roll of 2.5" or 3" wide ribbon at least 9 foot long (can be longer) needs to be sturdy material not flimsy
- 1 – pipe cleaner to match
- 1 – scissors

Any of these items can be purchase at Walmart, Hobby Lobby, Michaels, JoAnn's and Variety Outlet in Pascagoula. Sometimes you can find the wreath forms, pipe cleaners and ribbon at the Dollar Tree.

FREE CLASS!!! SPACES ARE LIMITED!

CITY OF GAUTIER

PRESENTS



Nature's Playground

"Tasty Thursday"

Thursday, February 27th

True Wings

11am-6pm

Chef in a Box

11am- 6pm

Ginger's

11am- 6pm

Keeping it Tasty

11am- 6pm

Mann Kettle Corn

11am- 6pm

Island Ice

11am- 5:30pm

Twisted Magnolia

11am- 6pm

Havens Creamery

12:30- 5:30 pm

Charro's Tamales

11am- 6pm



Singing River Mall Property



Councilman Vaughan made the motion to accept the Planning Commission's recommendation for a variance to front set-back requirements for 5800 Ritcher Road, as presented, allowing an accessory building to be located in front of the principal use in an AG Agricultural Zoning District. (GPC Case #20-01-VAR) 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 303-2020

WHEREAS, the homeowner of 5800 Ritcher Road, Gautier, MS (PID# 82429150.000) has requested a variance to front set-back requirements that would allow an accessory structure to be located in front of the principal use in an AG Agricultural Zoning District; and

WHEREAS, the request property is a five (5) acre parcel zoned AG Agricultural. The applicant's residence and a GI Museum are currently located on the property. The applicant would like to build a 30' x 60' pole barn on the property to store equipment. The applicant is seeking a Variance to minimum front set back requirements for an accessory structure; and

WHEREAS, the property owner requests a variance to the minimum front setbacks for accessory structures in an AG Agricultural District which requires accessory structures to be located in the rear yard of the principal use. The current principal use, which is a home, is approximately one hundred seventy-six (176) feet from the front property line. The proposed accessory building would be located eighty-nine and one half (89.5) feet from the front property line and approximately eighty-six and one half (86.5) feet from the rear of the home which would place it in the front yard area of the home. There is currently a GI Museum owned by the applicant that is located eighty-four (84) feet from the front property line; and

WHEREAS, the applicant states that the proposed location is the only dry spot on the property available to place the accessory structure; and

WHEREAS, after due notice, a public hearing was held by the Gautier Planning Commission, which recommended approval of the variance, as outlined in the attached documentation; and

WHEREAS, the Mayor and Councilmembers hereby find that all criteria under Section 4.18.4 of the Unified Development Ordinance (have) been met in this case; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City Council hereby (adopts) the Gautier Planning Commission's recommendation to approve the relevant variance

IT IS FURTHER ORDERED that said Variance is hereby (approved);

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

Motion was made by **Councilman Vaughan**, seconded by **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 February 18, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 2/11/2020
Subject: Consider a request for approximately an eighty-six and a half foot (86.5') variance to front set-back requirements that would allow an accessory building to be located in front of the principal use in an AG Agricultural zoning district, 5800 Ritcher Road (GPC #20-01-VAR)

REQUEST:

The Planning Department has received a request from Doug Mansfield for approximately an eighty-six and a half foot (86.5') variance to front set-back requirements that would allow an accessory structure to be located in front of the principal use in an AG Agricultural zoning district at 5800 Ritcher Road, PID #82429150.000. The application fee of \$175 was paid on December 26, 2019. All public notice requirements have been met.

BACKGROUND:

The request property is a five (5) acre parcel zoned AG Agricultural. The applicant's residence and a GI Museum are currently located on the property. The applicant would like to build a 30' x 60' pole barn on the property to store equipment. The applicant is seeking a Variance to minimum front set back requirements for an accessory structure.

DISCUSSION:

The applicant requests a variance to the minimum front setbacks for accessory structures in an AG Agricultural District which requires accessory structures to be located in the rear yard of the principal use. The current principal use, which is a home, is approximately one hundred seventy-six (176) feet from the front property line. The proposed accessory building would be located eighty-nine and one half (89.5) feet from the front property line and approximately eighty-six and one half (86.5) feet from the rear of the home which would place it in the front yard area of the home. There is currently a GI Museum owned by the applicant that is located eighty-four (84) feet from the front property line. The applicant is seeking a Variance to minimum front yard setback requirements for an accessory structure.

The applicant states that the proposed location is the only dry spot on the property available to place the accessory structure.

DETERMINATION OF APPLICABLE LAW:

The Unified Development Ordinance (UDO) defines Variances as:

A Variance is a relaxation of the terms of the Unified Development Ordinance where such Variance will not be contrary to the public interest and where, owing to conditions peculiar to the property, a literal enforcement of the Ordinance would result in an unnecessary or undue hardship. As used in this Ordinance, a Variance is authorized only for height, area and size of structure, or size of yards, separation of uses, open spaces, off-street parking spaces and some subdivision of property. The establishment or expansion of a use not permitted shall not be allowed by Variance.

The UDO defines Hardship as:

Hardship means the unnecessary hardship that would result from a failure to grant the requested variance or special exception. An unnecessary hardship exists if:

- (1) the land in question cannot yield a reasonable return if used only
 - (a) for a purpose allowed in that zone (applicable to special exceptions), or
 - (b) as permitted by the dimensional requirements of this ordinance (applicable to variances);
- (2) that the plight of the owner is due to unique circumstances of the land for which the variance or special exception is sought; and
- (3) that the use to be authorized by the variance will not alter the essential character of the locality.

The UDO defines Setback as:

Setback: (See Yard) The minimum horizontal distance between the lot or property line and the nearest front, side or rear line of the building as measured to the outside face at the enclosing wall or in structures lacking walls (as in the case of a carport) to the face of the supporting columns and beams. Setback does not include roof overhangs, except that they shall not encroach on more than fifty (50) percent of the required setback.

SETBACK, FRONT: The yard area extending along the full width of a front lot line between side lot lines and from the front lot line to the front building line in depth.

SETBACK, REAR: The yard area extending across the full width of the lot and lying between the rear lot line and the nearest line of the building. Rear-yard depth shall be measured at right angles to the rear line of the lot.

SETBACK, SIDE: The yard area lying between the side line of the lot and the nearest line of the building and extending from the front yard to the rear yard, or in the absence of a front yard or a rear yard, to the front or rear lot lines. Side-yard width shall be measured at right angles to side lines of the lot.

UDO SECTION 4.18: Variance

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

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

4.18.1 Who May Initiate

A request for a Variance may be initiated by the property owner or agent of the owner provided that said property has not been denied a previous request for a Variance for the same property or portion of property within the past twelve (12) months.

4.18.2 Application for Variance

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

4.18.3 Administrative Variances

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

30% of required off-street parking spaces and/or

30% of required setbacks from property lines

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

That special conditions and circumstances exist which are peculiar to this particular site (lot or parcel), structure or building involved and which are not applicable to other sites (lots or parcels) or structures or buildings in the same district;

That literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of this Ordinance;
That the special conditions and circumstances do not result from actions of the applicant; and
That granting the Variance requested will not confer upon the applicant any special privilege that is denied by this Ordinance to other similar sites (lots or parcels) structures or buildings in the same district.

RECOMMENDATION:

The Planning Commission recommends the City Council approve the variance due to the applicant not being able to use the rear of the land to meet the dimension requirements of the ordinance, and that it will not change the essential character of the locality.

The City Council may:

Approve variance request as presented;
Approve the variance request with changes; or
Deny variance request.

Attachments:

1. Excerpt GPC Meeting 2.6.20
2. Combined 20-01-VAR

ATTACHMENTS:

1. Combined Packet 20-01-VAR
2. Excerpt GPC Meeting 2.6.20

Gautier Planning Commission

Regular Meeting Agenda

February 6, 2020

GPC #20-01-VAR

5800 Ritcher Road

VII. NEW BUSINESS

1. CONSIDER A REQUEST FOR APPROXIMATELY AN EIGHTY-SIX AND A HALF FOOT (86.5') VARIANCE TO FRONT SET-BACK REQUIREMENTS THAT WOULD ALLOW AN ACCESSORY STRUCTURE TO BE LOCATED IN FRONT OF THE PRINCIPAL USE IN AN AG AGRICULTURAL ZONING DISTRICT, 5800 RITCHER ROAD (GPC #20-01-VAR)

GAUTIER PUBLIC HEARING PROCESS (PLANNING COMMISSION)

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

1. Chairman announces the case.
2. Chairman makes statement, "This is a Public Hearing and all statements to be made need to be true and accurate for the record."
3. Staff gives brief overview of case.
4. Applicant presents their case.
5. Anyone to speak in support of the Request? Please state your name and address for the record.
6. Anyone to speak in opposition of the Request? Please state your name and address for the record.
7. Any final comments from the applicant?
8. Questions from Commission?
9. Chairman closes public hearing – "This closes the Public Hearing portion of this case" bang of gavel
10. Motion/Deliberation/Vote

**CITY OF GAUTIER
STAFF REPORT**

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: January 13, 2020

Subject: Consider a request for approximately an eighty-six and a half foot (86.5') variance to front set-back requirements that would allow an accessory structure to be located in front of the principal use in an AG Agricultural zoning district, 5800 Ritcher Road (GPC #20-01-VAR)

REQUEST:

The Planning Department has received a request from Doug Mansfield for approximately an eighty-six and a half foot (86.5') variance to front set-back requirements that would allow an accessory structure to be located in front of the principal use in an AG Agricultural zoning district at 5800 Ritcher Road, PID #82429150.000. The application fee of \$175 was paid on December 26, 2019. All public notice requirements have been met.

BACKGROUND:

The request property is a five (5) acre parcel zoned AG Agricultural. The applicant's residence and a GI Museum are currently located on the property. The applicant would like to build a 30' x 60' pole barn on the property to store equipment. The applicant is seeking a Variance to minimum front set back requirements for an accessory structure.

DISCUSSION:

The applicant requests a variance to the minimum front setbacks for accessory structures in an AG Agricultural District which requires accessory structures to be located in the rear yard of the principal use. The current principal use, which is a home, is approximately one hundred seventy-six (176) feet from the front property line. The proposed accessory building would be located eighty-nine and one half (89.5) feet from the front property line and approximately eighty-six and one half (86.5) feet from the rear of the home which would place it in the front yard area of the home. There is currently a GI Museum owned by the applicant that is located eighty-four (84) feet from the front property line. The applicant is seeking a Variance to minimum front yard setback requirements for an accessory structure.

The applicant states that the proposed location is the only dry spot on the property available to place the accessory structure.

DETERMINATION OF APPLICABLE LAW:

The Unified Development Ordinance (UDO) defines **Variances** as:

A Variance is a relaxation of the terms of the Unified Development Ordinance where such Variance will not be contrary to the public interest and where, owing to conditions peculiar to the property, a literal enforcement of the Ordinance would result in an unnecessary or undue hardship. As used in this Ordinance, a Variance is authorized only for height, area and size of structure, or size of yards, separation of uses, open spaces, off-street parking spaces and some subdivision of property. The establishment or expansion of a use not permitted shall not be allowed by Variance.

The UDO defines **Hardship** as:

Hardship means the unnecessary hardship that would result from a failure to grant the requested variance or special exception. An unnecessary hardship exists if:

- (1) the land in question cannot yield a reasonable return if used only
 - (a) for a purpose allowed in that zone (applicable to special exceptions), or
 - (b) as permitted by the dimensional requirements of this ordinance (applicable to variances);
- (2) that the plight of the owner is due to unique circumstances of the land for which the variance or special exception is sought; and
- (3) that the use to be authorized by the variance will not alter the essential character of the locality.

The UDO defines **Setback** as:

SETBACK: (SEE YARD) The minimum horizontal distance between the lot or property line and the nearest front, side or rear line of the building as measured to the outside face at the enclosing wall or in structures lacking walls (as in the case of a carport) to the face of the supporting columns and beams. Setback does not include roof overhangs, except that they shall not encroach on more than fifty (50) percent of the required setback.

- A. **SETBACK, FRONT:** The yard area extending along the full width of a front lot line between side lot lines and from the front lot line to the front building line in depth.
- B. **SETBACK, REAR:** The yard area extending across the full width of the lot and lying between the rear lot line and the nearest line of the building. Rear-yard depth shall be measured at right angles to the rear line of the lot.

- C. **SETBACK, SIDE:** The yard area lying between the side line of the lot and the nearest line of the building and extending from the front yard to the rear yard, or in the absence of a front yard or a rear yard, to the front or rear lot lines. Side-yard width shall be measured at right angles to side lines of the lot.

UDO SECTION 4.18: Variance

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

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

4.18.1 Who May Initiate

A request for a Variance may be initiated by the property owner or agent of the owner provided that said property has not been denied a previous request for a Variance for the same property or portion of property within the past twelve (12) months.

4.18.2 Application for Variance

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

4.18.3 Administrative Variances

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

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

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

- A. That special conditions and circumstances exist which are peculiar to this particular site (lot or parcel), structure or building involved and which are not applicable to other sites (lots or parcels) or structures or buildings in the same district;

- B. That literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of this Ordinance;
- C. That the special conditions and circumstances do not result from actions of the applicant; and
- D. That granting the Variance requested will not confer upon the applicant any special privilege that is denied by this Ordinance to other similar sites (lots or parcels) structures or buildings in the same district.

RECOMMENDATION & CONCLUSION:

Staff has been presented with no evidence or information indicating that the variance criteria listed in UDO Article IV Section 4.18.4 A through D have been met. Furthermore, Staff has presented a sight plan (Exhibit E) of the property showing several other areas of the property in which this structure could be located that would be compliant with the required set-backs for the district. In addition, Staff does not agree that the proposed location being “the only dry spot to put it” is of significance as it is common construction practice to bring in in fill to raise ground elevation as needed and to redirect drainage in order to prepare sights for construction. The property contains two retention ponds to which the stormwater can be redirected. If recommending approval, Planning Commission shall record a “Finding of Fact” regarding the “Criteria for Approval” from the UDO as listed above.

The Planning Commission may:

- 1. Recommend that City Council approve variance request as presented;
- 2. Recommend that City Council approve the variance requests with changes; or
- 3. Recommend that City Council deny variance request.

ATTACHMENTS:

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

GAUTIER, MISSISSIPPI
PLANNING DEPARTMENT
PUBLIC HEARING APPLICATION

Public Hearing Number

20-01-VAR

<u>TO BE HEARD BY GAUTIER PLANNING COMMISSION:</u>		<u>FEE:</u>
Zoning Change	_____	\$300.00
Major Development	_____	\$100.00
Variance	<u>✓</u>	\$175.00
Appeal to Staff Decision	_____	\$100.00

Name of Applicant : Doug Mansfield
Name of Business: _____ Phone: 228-217-5295
Property Address: 5800 Ritcher Rd Mailing Address (if Different): _____
E-Mail Address: Steiner construction services@gmail.com
Reason for request, location and intended use of Property: 86.5' variance to front yard setbacks
for accessory bldg, PID 82429150.000

ATTACHMENTS REQUIRED AS APPLICABLE:

- ✓ 1. Diagram of intended use, showing dimensions and distances of property, building with setbacks, parking spaces, entrances and exits.
- ✓ 2. A detailed project narrative.
- NA 3. Copy of protective covenants or deed restrictions, if any.
- NA 4. Copies of approvals, or requests for approval, from other agencies, such as, but not limited to, the Mississippi State Department of Health, U.S. Army Corp of Engineers, Mississippi Department of Environmental Quality and Department of Marine Resources.
- NA 5. Any other information requested by the Economic Development/Planning Director and/or members of the Technical Review Committee.

Signature of Applicant: Doug Mansfield Date of Application: 12/20/2019

FOR OFFICE USE ONLY

Date Received 12-26-19 Verify as Complete SA / BL

145

Fee Amount Received 175.00 Initials of Employee Receiving Application

BL

VARIANCE CRITERIA for APPROVAL — Please answer the questions below to establish that you meet the Criteria for Approval for a Variance. If more room is needed, answers can be provided on a separate sheet of paper.

- A. Do special conditions and circumstances exist which are peculiar to this particular site (lot or parcel), structure or building involved and which are not applicable to other sites (lots or parcels) or structures or buildings in the same district? If yes, please explain.

This is the only Dry Spot to Put it

- B. Would the literal interpretation of the provisions of this Ordinance deprive the applicant (you) of rights commonly enjoyed by other properties in the same district under the provisions of this Ordinance? If yes, please explain.

Yes Location is the only Spot on Property Available

- C. Do the special conditions and circumstances result from actions of the applicant (you)?

No

- D. Does granting the Variance requested confer upon the applicant (you) any special privilege that is denied by this Ordinance to other similar sites (lots or parcels) structures or buildings in the same district?

No

SECTION 4.18: Variance

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

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

4.18.1 Who May Initiate

A request for a Variance may be initiated by the property owner or agent of the owner provided that said property has not been denied a previous request for a Variance for the same property or portion of property within the past twelve (12) months.

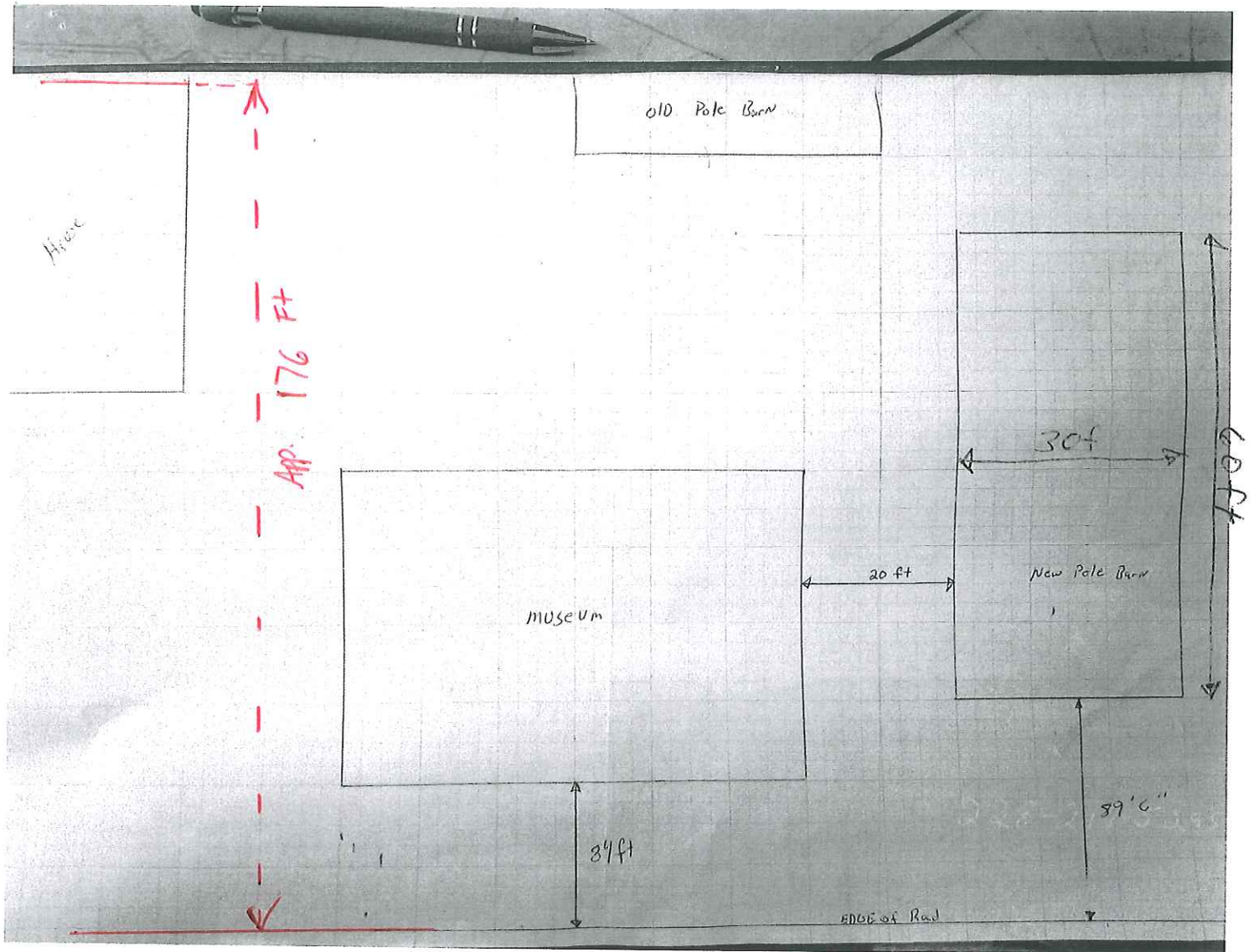
4.18.2 Application for Variance

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

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

- E.** That special conditions and circumstances exist which are peculiar to this particular site (lot or parcel), structure or building involved and which are not applicable to other sites (lots or parcels) or structures or buildings in the same district;
- F.** That literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of this Ordinance;
- G.** That the special conditions and circumstances do not result from actions of the applicant; and
- H.** That granting the Variance requested will not confer upon the applicant any special privilege that is denied by this Ordinance to other similar sites (lots or parcels) structures or buildings in the same district.



Pls

App. 86.5 Ft Variance

Project Narrative

Doug Mansfield

5800 Ritcher Rd

Gautier MS

We want to build a 30ft wide by 60ft long open pole barn to store equipment in. We need to place it as drawn because the rest of the property is unusable for this purpose. To low and wet.

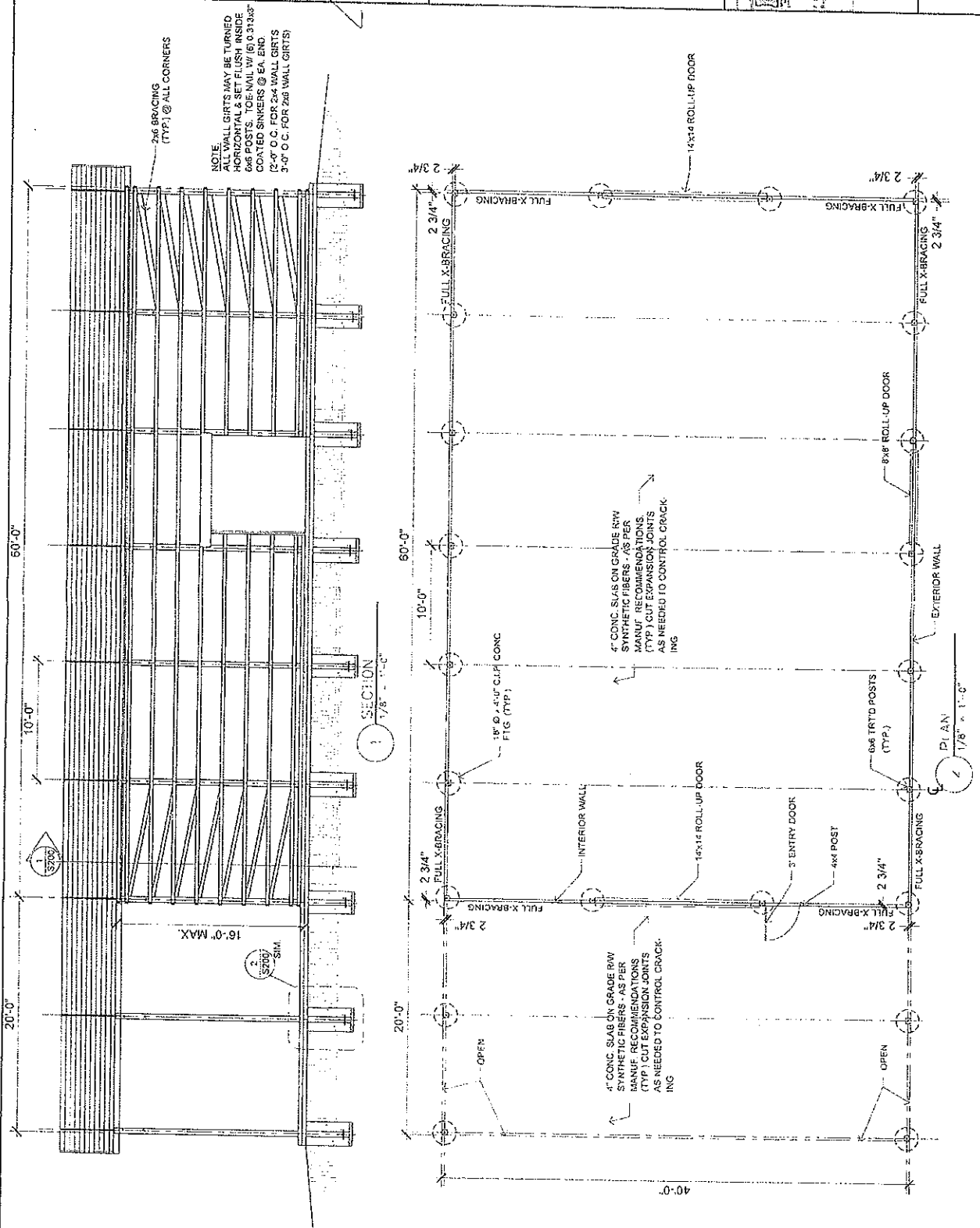
We will be using Steiner Construction to build pole barn as per City codes

Thank you

A handwritten signature in black ink, appearing to read 'Doug Mansfield', with a stylized flourish at the end.

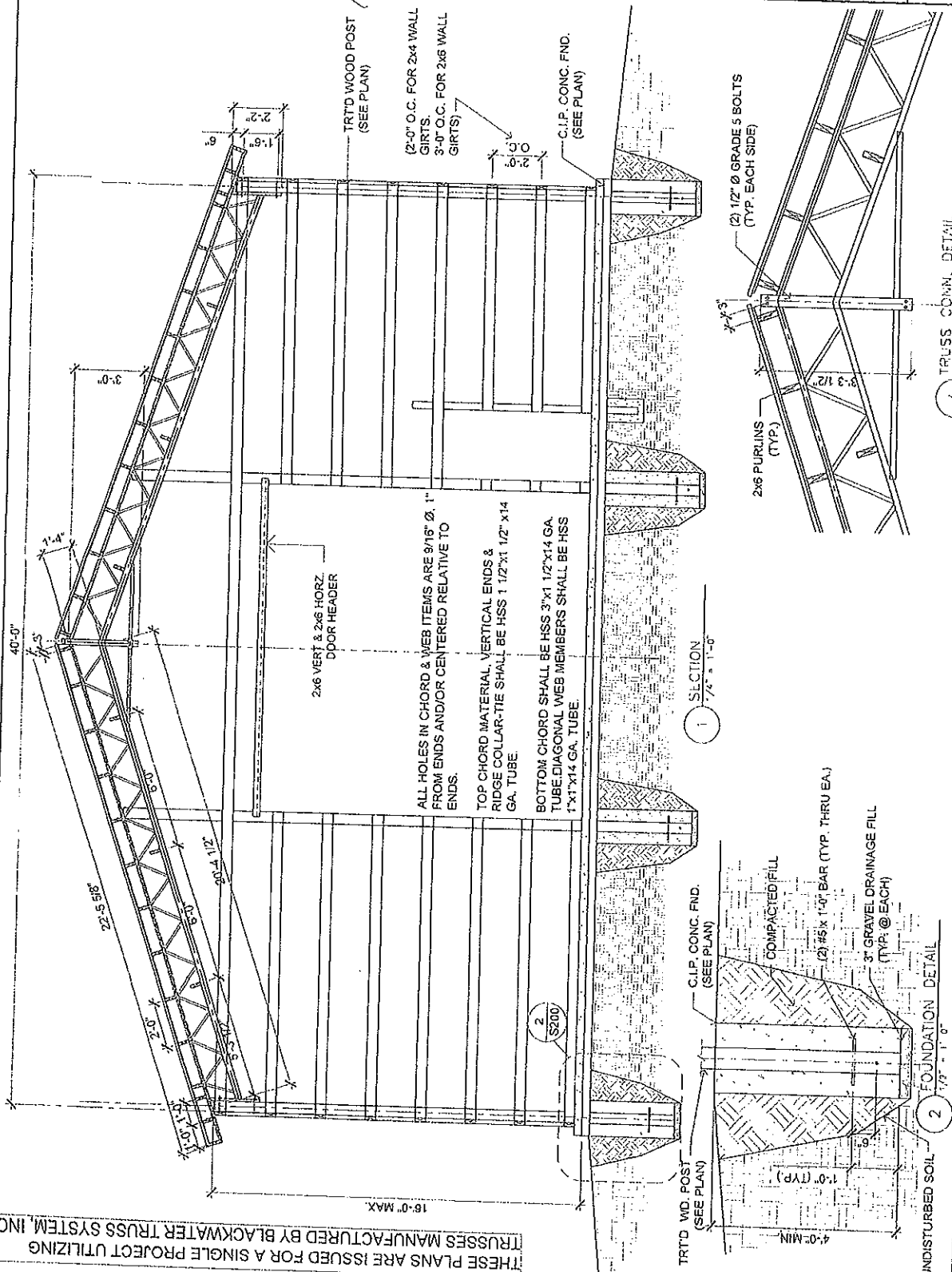
Doug Mansfield

THESE PLANS ARE ISSUED FOR A SINGLE PROJECT
UTILIZING TRUSSES MANUFACTURED BY BLACKWATER
-RUSS SYSTEM, INC.



Drawing Number
S101

THESE PLANS ARE ISSUED FOR A SINGLE PROJECT UTILIZING TRUSSES MANUFACTURED BY BLACKWATER TRUSS SYSTEM, INC.



2701 Lisenby Ave., Unit C
Panama City, FL 32405
mike@mkweber.com
Michael K. Weber P.E.
FL P.E. #75798

6/22/10
Tina V. Miller

Pole Building: 40'x60'
Donnie Shear @
7291 Foxboro Cir.
Pace, FL 32571

BLACK WATER
 P.O. Box 18
 Dayton, OH 45404-0018
 www.blackwaterusa.com
 Fax: 937/233-1111
 Email: info@blackwaterusa.com

Project No. 15007-20
Drawn By JPD
Checked by MKW

Drawing Number
S200

Exhibit A Location Map



Prepared by:
City of Gautier
Planning Department



Exhibit B

Existing Zoning



Prepared by:

City of Gautier
Planning Department

Legend

Zoning

ZONECODE

	AG
	C-1
	C-2
	C-3
	I-2
	MURC-1
	MURC-2
	MURC-MW
	PL
	PUD
	R-1
	R-2
	R-3
	RE
	TC

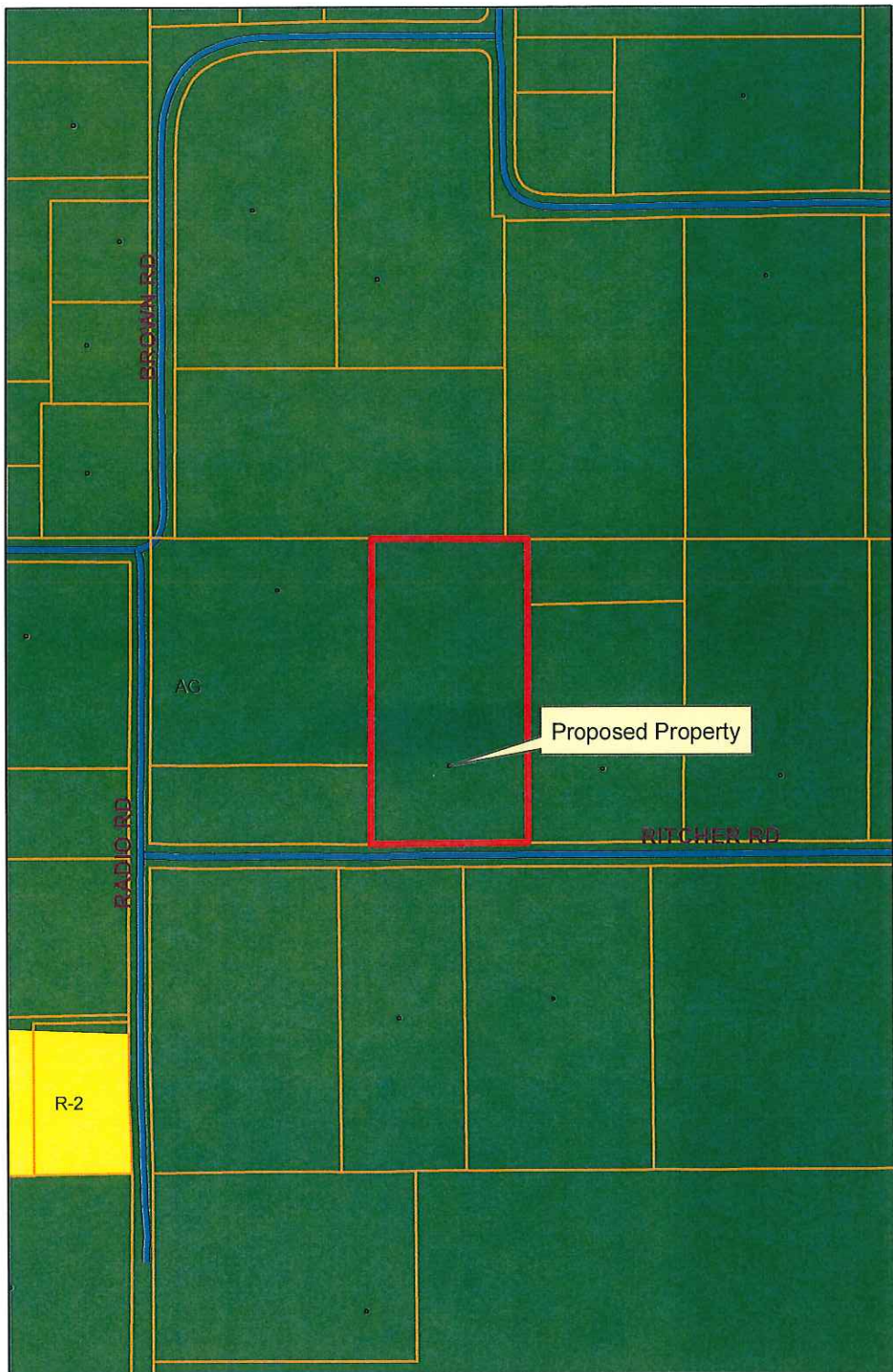


Exhibit C Existing Land-Use



Prepared by:
City of Gautier
Planning Department

Legend

EXISTING LAND USE

ELU_08

- commercial-retail
- conservation
- civic
- industrial
- marina/fish camps
- high density residential
- mobile home
- mobile home park
- medium density residential
- office
- recreation
- very low to low density residential
- utility
- vacant

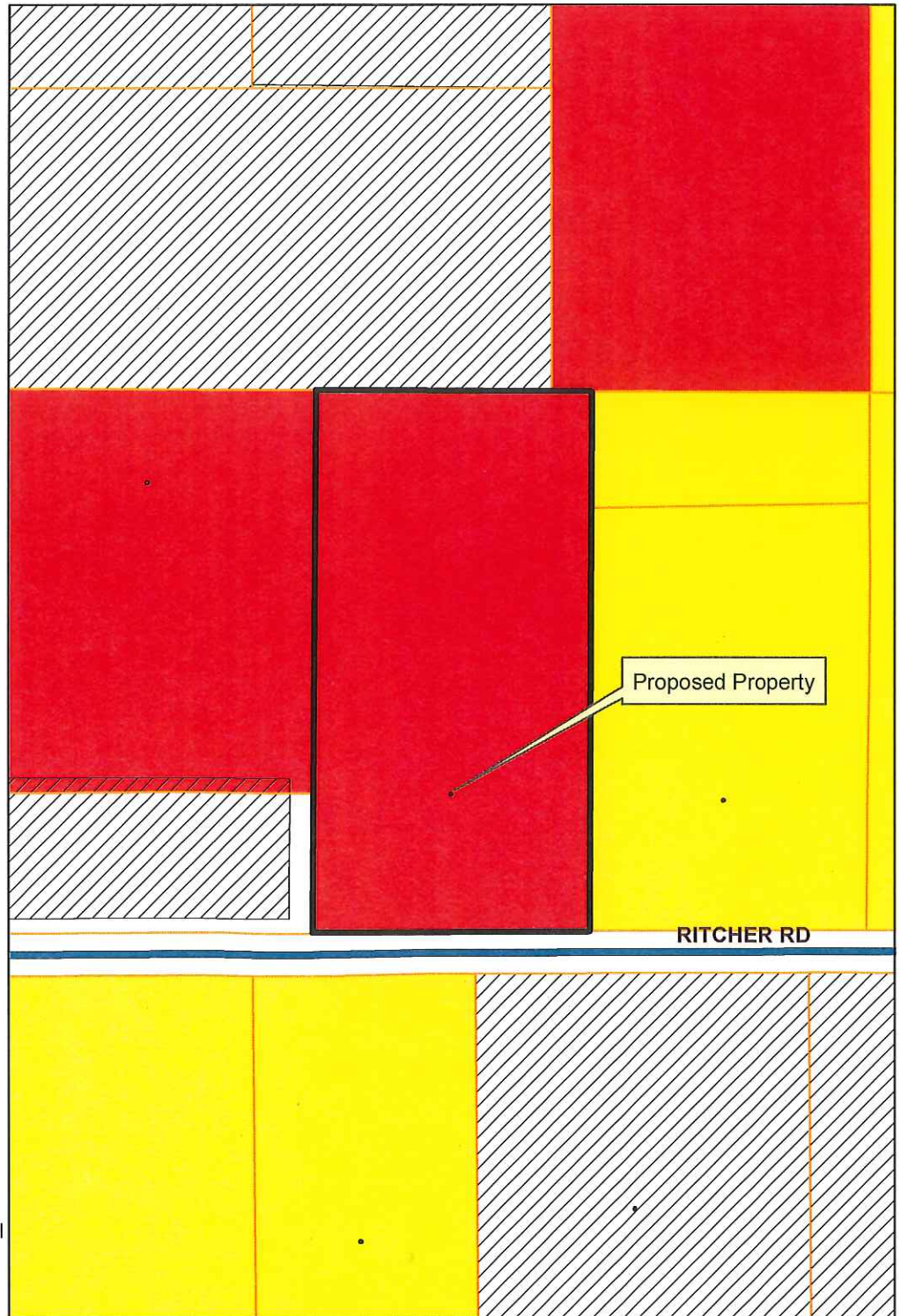


Exhibit D Future Land-Use



Prepared By:
City of Gautier
Planning Department

Legend

FUTURE LAND USE

FLU_Class



Civic



high impact commercial



Conservation



High Density Residential



Industrial



Low Density Residential



Medium Density Residential



Mobile Home Residential



low impact Commercial



Recreational



recreational commercial



Regional Scale Commercial



mixed use residential



Town Center



Very Low Density Residential

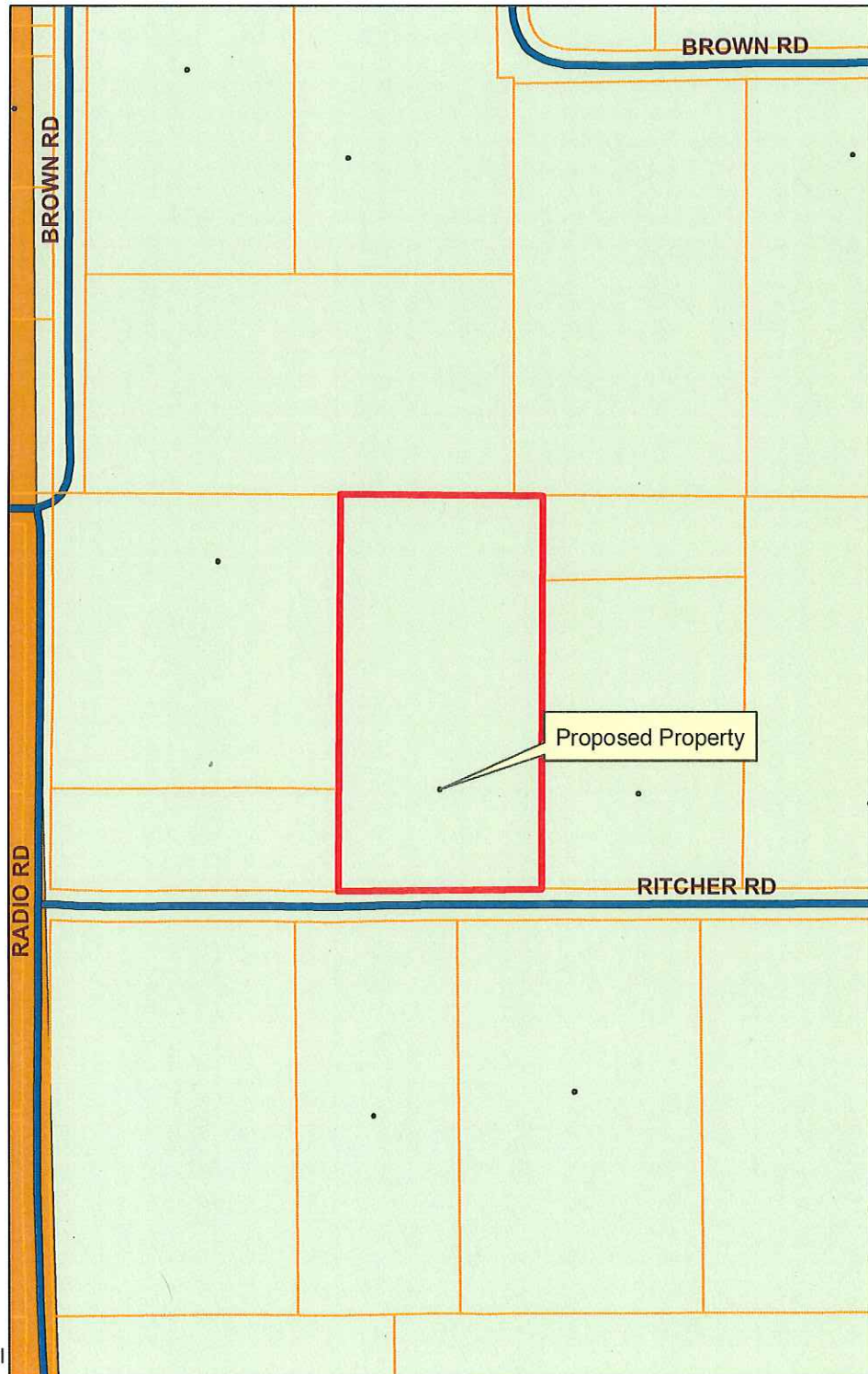
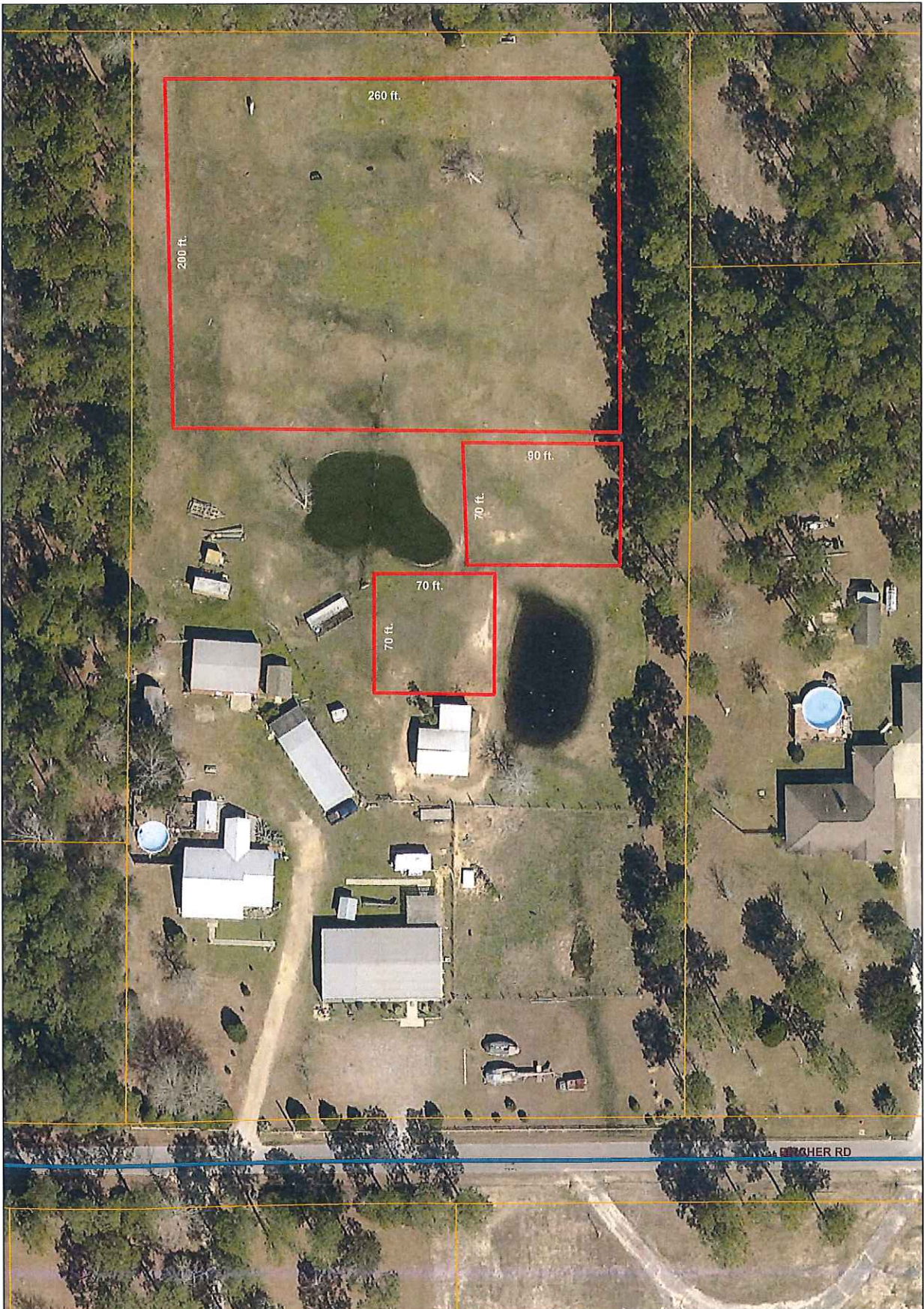


Exhibit E



Excerpt from February 6, 2020 Planning Commission Meeting:

The Planning Department has received a request from Doug Mansfield for approximately an eighty-six and a half foot (86.5') variance to front set-back requirements that would allow an accessory structure to be located in front of the principal use in an AG Agricultural Zoning District at 5800 Ritcher Road. (GPC Case No. 20-01-VAR)

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

REQUEST:

The Planning Department has received a request from Doug Mansfield for approximately an eighty-six and a half foot (86.5') variance to front set-back requirements that would allow an accessory structure to be located in front of the principal use in an AG Agricultural zoning district at 5800 Ritcher Road, PID #82429150.000. The application fee of \$175 was paid on December 26, 2019. All public notice requirements have been met.

BACKGROUND:

The request property is a five (5) acre parcel zoned AG Agricultural. The applicant's residence and a GI Museum are currently located on the property. The applicant would like to build a 30' x 60' pole barn on the property to store equipment. The applicant is seeking a Variance to minimum front set back requirements for an accessory structure.

DISCUSSION:

The applicant requests a variance to the minimum front setbacks for accessory structures in an AG Agricultural District which requires accessory structures to be located in the rear yard of the principal use. The current principal use, which is a home, is approximately one hundred seventy-six (176) feet from the front property line. The proposed accessory building would be located eighty-nine and one half (89.5) feet from the front property line and approximately eighty-six and one half (86.5) feet from the rear of the home which would place it in the front yard area of the home. There is currently a GI Museum owned by the applicant that is located eighty-four (84) feet from the front property line. The applicant is seeking a Variance to minimum front yard setback requirements for an accessory structure.

The applicant states that the proposed location is the only dry spot on the property available to place the accessory structure.

DETERMINATION OF APPLICABLE LAW:

The Unified Development Ordinance (UDO) defines **Variances** as:

A Variance is a relaxation of the terms of the Unified Development Ordinance where such Variance will not be contrary to the public interest and where, owing to conditions peculiar to the property, a literal enforcement of the Ordinance would

result in an unnecessary or undue hardship. As used in this Ordinance, a Variance is authorized only for height, area and size of structure, or size of yards, separation of uses, open spaces, off-street parking spaces and some subdivision of property. The establishment or expansion of a use not permitted shall not be allowed by Variance.

The UDO defines **Hardship** as:

Hardship means the unnecessary hardship that would result from a failure to grant the requested variance or special exception. An unnecessary hardship exists if:

- (1) the land in question cannot yield a reasonable return if used only
 - (a) for a purpose allowed in that zone (applicable to special exceptions), or
 - (b) as permitted by the dimensional requirements of this ordinance (applicable to variances);
- (2) that the plight of the owner is due to unique circumstances of the land for which the variance or special exception is sought; and
- (3) that the use to be authorized by the variance will not alter the essential character of the locality.

The UDO defines **Setback** as:

SETBACK: (SEE YARD) The minimum horizontal distance between the lot or property line and the nearest front, side or rear line of the building as measured to the outside face at the enclosing wall or in structures lacking walls (as in the case of a carport) to the face of the supporting columns and beams. Setback does not include roof overhangs, except that they shall not encroach on more than fifty (50) percent of the required setback.

- A. **SETBACK, FRONT:** The yard area extending along the full width of a front lot line between side lot lines and from the front lot line to the front building line in depth.
- B. **SETBACK, REAR:** The yard area extending across the full width of the lot and lying between the rear lot line and the nearest line of the building. Rear-yard depth shall be measured at right angles to the rear line of the lot.
- C. **SETBACK, SIDE:** The yard area lying between the side line of the lot and the nearest line of the building and extending from the front yard to the rear yard, or in the absence of a front yard or a rear yard, to the front or rear lot lines. Side-yard width shall be measured at right angles to side lines of the lot.

UDO SECTION 4.18: Variance

In certain circumstances, a Variance from the dimensional requirements (i.e. height, setbacks, square footage) of this ordinance may be granted if the applicant can prove that because of physical constraints of the property involved, he is not able to build the same type of structure that other persons with the same zoning classification can

build. Variances for uses permitted will not be considered in as much as “use Variances” are not legal in the State of Mississippi.

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

4.18.1 Who May Initiate

A request for a Variance may be initiated by the property owner or agent of the owner provided that said property has not been denied a previous request for a Variance for the same property or portion of property within the past twelve (12) months.

4.18.2 Application for Variance

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

4.18.3 Administrative Variances

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

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

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

RECOMMENDATION & CONCLUSION:

Staff has been presented with no evidence or information indicating that the variance criteria listed in UDO Article IV Section 4.18.4 A through D have been met. Furthermore, Staff has presented a sight plan (Exhibit E) of the property showing several other areas of the property in which this structure could be located that would be compliant with the required set-backs for the district. In addition, Staff does not agree that the proposed location being “the only dry spot to put it” is of significance as it is common construction practice to bring in in fill to raise ground elevation as needed and to redirect drainage in order to prepare sights for construction. The property contains two retention ponds to which the stormwater can be redirected. If recommending approval, Planning Commission shall record a “Finding of Fact” regarding the “Criteria for Approval” from the UDO as listed above.

The Planning Commission may:

1. Recommend that City Council approve variance request as presented;
2. Recommend that City Council approve the variance requests with changes; or
3. Recommend that City Council deny variance request.

Chairman Wooten asked the applicant to tell the Commissioners what he was proposing to do.

Doug Mansfield stated that he wanted to build an accessory building to store some of his equipment under and the proposed area was the only dry spot on the property to place the building. He stated that the property to the rear of his house was a horse pasture and that there were issues when it was wet to even get back there. There are also two retention ponds in the area which would cause problems getting to that part of the property also.

Commissioner Jamison noted that not being able to use the rear of the property because of the detention ponds and the area remaining wet for long periods of time would cause the applicant a hardship.

Commissioner Ward stated it would probably be more than just bringing fill dirt in so the property would be accessible, a road would also need to be built to access the area. He stated it wouldn't be just having the building it would be restructuring the property.

There were none in attendance speaking in opposition and Staff had received no calls or letters opposing the request.

ACTION TAKEN:

Chairman Wooten made a motion to recommend approval of the variance due to the applicant not being able to use the rear of the land to meet the dimension requirements of the ordinance, and that it will not change the essential character of the locality.

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

AYES: **David Wooten**
 Kay C. Jamison
 Jimmy Green
 Joshua Ward
 James Lee
 William Davis
 Paul Gainer

Motion passed.

Councilman Colledge made the motion to approve Task Order 3 pursuant to the Professional Services Agreement with Seymour Engineering for work associated with the Town Commons Park 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 304-2020

WHEREAS, the City of Gautier requires engineering and other professional services in relation to the Town Commons Park Project; and

WHEREAS, Seymour Engineering has offered to provide these services pursuant to the attached Professional Services Agreement; and

WHEREAS, this Professional Services Agreement with Seymour Engineering is formatted in Task Order agreements due to the nature of the work and the need to phase the work; and

WHEREAS, proposed Task Order Agreement No. 3 is for a total of \$309,150 for final topographic surveying (lump sum of \$19,250) and final design (lump sum of \$289,900). Final design costs will be based on Curve B, Engineering and Design Services of Average Complexity (Exhibit D attached). This lump sum cost is based on a \$3,000,000 construction budget. Future amendments may be required to correspond with budget; and

WHEREAS, the Mayor and Council Members hereby find that entering this Professional Services agreement is in the best interest of the City of Gautier; and

WHEREAS, the Mayor and Council Members hereby find that approval of Task Order 3 to the agreement is in the best interest of the City of Gautier;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the Professional Services Agreement with Seymour Engineering for work associated with the Town Commons Park Project is approved.

IT IS FURTHER ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Task Order No. 3 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 **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 162

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 February 18, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Brenda Greco, Administrative Clerk
Date: 2/11/2020
Subject: Town Commons Park – Professional Services Agreement (Task Order 3 with Seymour Engineering)

REQUEST:

The Grants and Projects Department requests City Council authorization to enter into a professional services agreement with Seymour Engineering for work associated with the Town Commons Park Project, with work to be administered through individual task orders. The department seeks authorization for Task Order 3.

BACKGROUND:

Planned amenities for the Town Commons Park include a Town Green (open lawn for public events), amphitheater, pavilion, restrooms, sidewalks, parking, a water feature, etc. in Phase I.

DISCUSSION:

This agreement is formatted in Task Order agreements due to the nature of the work and the need to phase the work. Task Order Agreement No. 3 is for a total of \$309,150 for final topographic surveying (lump sum of \$19,250) and final design (lump sum of \$289,900). Final design costs will be based on Curve B, Engineering and Design Services of Average Complexity (Exhibit D attached). This lump sum cost is based on a \$3,000,000 construction budget. Future amendments may be required to correspond with budget changes.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize entering into a professional services agreement with Seymour Engineering for work associated with the Town Commons Park Project and approve Task Order Agreement No. 3.

The City Council may:

- 1) Approve entering into a professional services agreement with Seymour Engineering for the Town Commons Park Project and approve Task Order Agreement No. 3 as presented; or
- 2) Not approve entering into a professional services agreement with Seymour Engineering for the Town Commons Park Project and approve Task Order Agreement No. 3 as presented.

ATTACHMENTS:

1. Agreement for Task Order 3



SEYMOUR ENGINEERING

EXHIBIT C

Task Order Agreement No. 3 Town Center Development

Scope of Work

- Conduct Final Topographic Survey
- Perform Engineering Services as outlined in Section 1.3 (Final Design Phase) of Contract

Compensation

- Final Topographic Survey - Cost: Lump Sum \$19,250.00
- Final Design - Cost: Lump Sum - \$289,900.00 Curve B, Engineering and Design Services of Average Complexity - (Exhibit D Attached) (Based on a \$3,000,000.00 Budget. Future Amendments may be required to correspond with Budget changes).

Schedule

- Services under this Task Order Agreement No. 3, shall commence upon approval and execution by Seymour Engineering, PLLC and the City of Gautier.

SEYMOUR ENGINEERING, PLLC

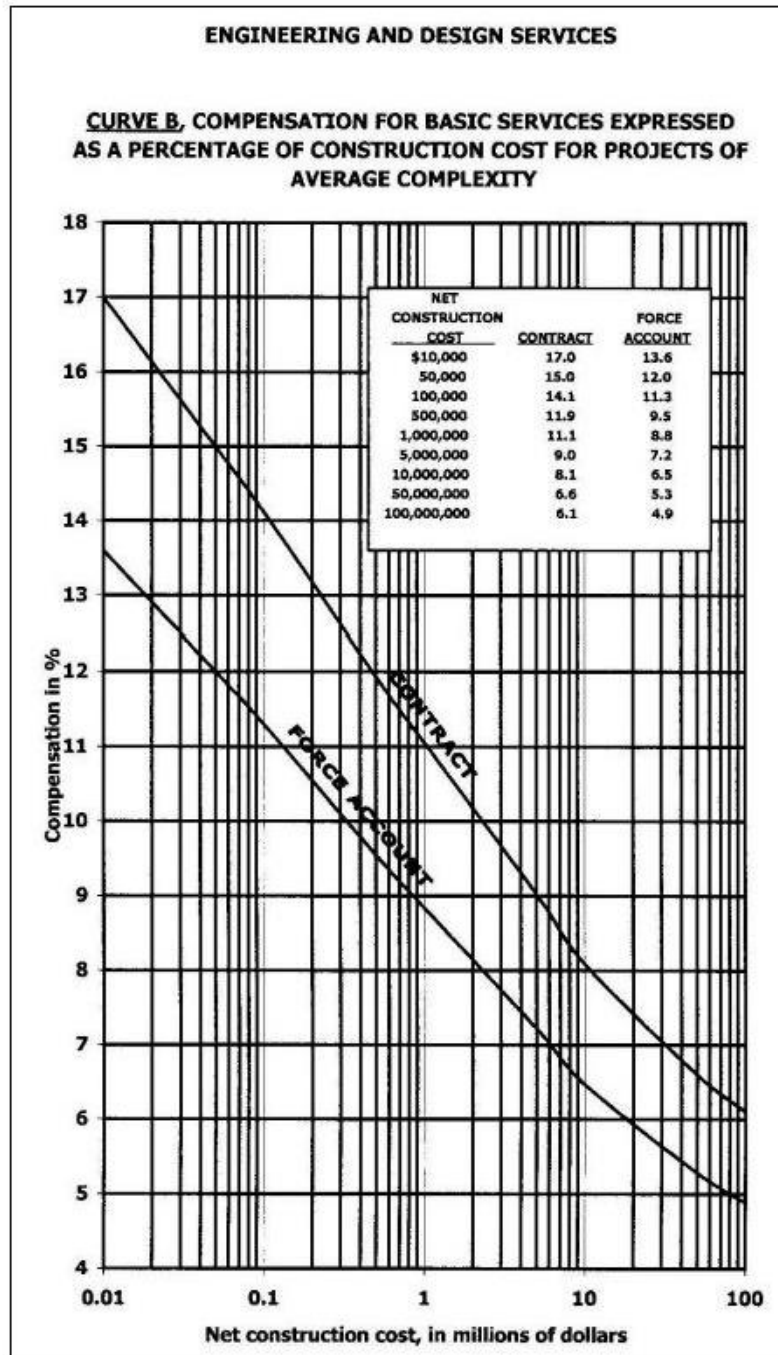
CITY OF GAUTIER

Mark M. Seymour, Jr. P.E. Date
President

Paula Yancey Date
City Manager

EXHIBIT D

Curve B Engineering and Design Services of Average Complexity



NOTE: "Contract" and "Force Account" above mean engineering and design services performed by contract or by an applicant's own employees, respectively.

There came on for consideration the matter of providing for the refunding of certain bonds of the City of Gautier, Mississippi, and, after a discussion of the subject matter, Council Member Colledge offered and moved the adoption of the following resolution:

Resolution Number: 047-2020

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI AUTHORIZING AND DIRECTING PREPARATIONS FOR THE ISSUANCE OF REFUNDING BONDS OF THE CITY OF GAUTIER, MISSISSIPPI FOR THE PURPOSE OF REFUNDING ALL OR A PORTION OF CERTAIN OUTSTANDING BONDS OF SAID CITY; AND FOR RELATED PURPOSES

WHEREAS, the Mayor and City Council (the "Governing Body") of the City of Gautier, Mississippi (the "City"), acting for and on behalf of the City, is authorized by Sections 31-27-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "Act"), to issue refunding bonds of the City for the purpose of refinancing outstanding indebtedness of the City at more favorable interest rates, provided, among other things, that such refinancing results in net present value savings to maturity of not less than two percent (2%) of the bonds being refinanced; and

WHEREAS, the Act authorizes the Governing Body, among other things, to provide for the terms and details of such refunding bonds, to sell such refunding bonds at public or private sale (which sale shall be on such terms and in such manner as the Governing Body shall determine to be in the City's best interest), to provide security for such refunding bonds, to make arrangements for the retirement of certain outstanding obligations of the City which are to be refinanced with the proceeds of such refunding bonds and to make other arrangements relating to such refunding bonds; and

WHEREAS, pursuant to the provisions of Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time, the City did heretofore issue its \$7,000,000 (original principal amount) General Obligation Bonds, Series 2010, dated August 1, 2010 (the "2010 Bonds"), for the purpose of constructing, improving or paving streets, including, but not all inclusive, Martin Bluff Road, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; constructing bridges and culverts; purchasing firefighting equipment and apparatus, and providing housing for same, and purchasing land therefor; repairing, improving and extending the sanitary, storm, drainage or sewerage systems; repairing, improving and extending the waterworks distribution system; erecting municipal buildings and purchasing buildings or land therefor, and for repairing, improving, adorning and equipping the same; and

WHEREAS, the Governing Body desires to consider for refunding in accordance with the Act all or a portion of the outstanding principal amount of the 2010 Bonds (the "Refunded Bonds"); and

WHEREAS, long-term interest rates are presently favorable to such a refunding; and

WHEREAS, it is necessary for the health and financial well-being of the citizens of the City for the Governing Body to consider issuing refunding bonds of the City in a taxable or tax-exempt series for the purpose of providing for the refinancing of the Refunded Bonds.

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. This resolution is adopted pursuant to the Act and other applicable laws of the State of Mississippi.

SECTION 2. The Mayor of the City (the "Mayor") and the City Clerk of the City are hereby appointed as representatives (the "Representatives") for the purpose of preparing for the sale and issuance of taxable or tax-exempt refunding bonds of the City (the "Refunding Bonds") and reviewing any proposals for the purchase of such Refunding Bonds in order to provide for the refinancing of the Refunded Bonds in accordance with the terms and provisions of this resolution and the Act.

SECTION 3. Bordis & Danos, PLLC, Ocean Springs, Mississippi, as counsel to the Governing Body, will serve as counsel to the City ("City Counsel") in connection with the sale and issuance of the Refunding Bonds.

SECTION 4. Butler Snow LLP, Ridgeland, Mississippi, is hereby selected to serve as bond counsel ("Bond Counsel") to the City in connection with the sale and issuance of such Refunding Bonds. The terms of employment for Bond Counsel are set forth in the engagement letter (the "Engagement Letter") attached hereto as Exhibit A. All provisions of the Engagement Letter, when executed as hereinafter authorized, shall be incorporated herein, and shall be deemed to be part of this resolution fully and to the same extent as if separately set out verbatim herein. The form of the Engagement Letter and the execution thereof by the Mayor is hereby approved and authorized

SECTION 5. Government Consultants, Inc., Madison, Mississippi, is hereby selected to serve as independent registered municipal advisor (the "Municipal Advisor") to the City in connection with the sale and issuance of such Refunding Bonds. The Mayor, acting for and on behalf of the City, is hereby authorized and directed to execute and deliver the Independent Registered Municipal Advisor disclosure letter of the Municipal Advisor attached hereto as Exhibit B.

SECTION 6. The Representatives, with the advice of Bond Counsel, the Municipal Advisor and City Counsel, are hereby authorized and directed to engage an underwriter or placement agent in connection with the sale and issuance of such Refunding Bonds.

SECTION 7. The Representatives, Bond Counsel, the Municipal Advisor and City Counsel are each hereby authorized and directed to carry out their respective responsibilities as set forth in this resolution; provided that (a) none of the actions of the Representatives, Bond Counsel, the Municipal Advisor or City Counsel shall be binding on the Governing Body unless and until approved and ratified by the Governing Body at a subsequent meeting duly called and

held; and (b) the Refunding Bonds shall not be issued unless all of the requirements of the Act are satisfied.

SECTION 8. Bond Counsel is hereby authorized and directed to prepare the form of all legal documents necessary or appropriate for the sale and issuance of the Refunding Bonds, to provide for the disposition of the proceeds thereof and to affect the retirement of the Refunded Bonds.

SECTION 9. Bond Counsel, the Municipal Advisor and City Counsel are hereby further authorized and directed to provide such advice and assistance as shall be requested by the Representatives in connection with the Representatives fulfilling their duties under this resolution.

SECTION 10. All orders, resolutions or proceedings of the Governing Body in conflict with the provisions of this resolution shall be and are hereby repealed, rescinded and set aside, but only to the extent of such conflict.

Council Member Vaughan 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: <u>Aye</u>
Councilwoman Mary Martin	Voted: <u>Aye</u>
Councilman Cameron B. George	Voted: <u>Aye</u>
Councilman Richard "DJ" Jackson	Voted: <u>Aye</u>
Councilman Casey Vaughan	Voted: <u>Aye</u>
Councilman Charles "Rusty" Anderson	Voted: <u>Aye</u>
Councilman Adam Colledge	Voted: <u>Aye</u>

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 the 18th day of February, 2020.

(SEAL)

Mayor of the City of Gautier, Mississippi

City Clerk of the City of Gautier,
Mississippi

51586176.v1

EXHIBIT A
ENGAGEMENT LETTER

EXHIBIT B
IRMA LETTER

February 18, 2020

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

Re: City of Gautier, Mississippi General Obligation Refunding Bonds, Series 2020
(the "Bonds")

Dear Phil:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to the City of Gautier, Mississippi (the "City"), in connection with the issuance of the above-referenced Bonds. We understand that the Bonds are being issued for the purpose of providing funds for the refinancing of all or a portion of the outstanding \$7,000,000 (original principal amount) City of Gautier, Mississippi General Obligation Bonds, Series 2010, dated August 1, 2010, as authorized by Sections 31-27-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "Act"), and will be secured by the full faith and credit of the City as authorized by and provided in the Act.

SCOPE OF ENGAGEMENT

In connection with this engagement, we expect to perform the following duties:

1. Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal and State of Mississippi (the "State") income tax purposes;
2. Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Bonds and coordinate the authorization and execution of such documents;
3. Assist the City in seeking from any other governmental authorities such approvals, permissions, and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance and delivery of the Bonds;
4. Review legal issues relating to the structure of the Bond issue;
5. Pursue validation proceedings under State law, if required;
6. Assist the City in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of the Bonds, if necessary;

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Ridgeland, MS 39157

7. Assist the City, if required, in preparing the preliminary official statement and the official statement (together, the "Official Statement") and subject to satisfactory completion of our review, provide to the City written advice that in the course of our participation, no information has come to our attention that leads us to believe that the Official Statement, as of its date (except for financial statements, other statistical data, feasibility reports and statements of trends and forecasts and book-entry language contained in the Official Statement and its appendices, as to which we will express no opinion), contains any untrue statement of material fact or omits to state any material fact necessary to make the statements in the Official Statement, in light of the circumstances under which they were made, not misleading; and

8. Draft a continuing disclosure undertaking of the City, if deemed necessary.

Our Bond Opinion will be addressed to the City and will be delivered by us on the date of delivery of the Bonds. The Bond Opinion will be based on facts and laws existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the City with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will direct members of your staff and other employees of the City to cooperate with us in this regard. In rendering our Bond Opinion, we will expressly rely upon other counsel as to due authorization, execution and delivery of bond documents executed by the City.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties under this engagement, without a separate engagement as may hereafter be agreed between the parties, do not include:

(a) Except as described in paragraph 6 above, assisting in the preparation or review of an official statement or any other disclosure document, if applicable, with respect to the Bonds, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that such Official Statement or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading;

(b) Preparing request for tax rulings from the Internal Revenue Service ("IRS") or no action letters from the Securities and Exchange Commission ("SEC");

(c) Preparing Blue Sky or investment surveys with respect to the Bonds;

(d) Drafting State constitutional or legislative amendments;

(e) Pursuing test cases or other litigation, such as contested validation proceedings;

(f) Making an investigation or expressing any view as to the creditworthiness of the City or the Bonds;

(g) Except as described in paragraph 8 above and if applicable, assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to the Bonds

or, after closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking;

(h) Representing the City in IRS examinations or inquiries, or SEC investigations;

(i) After closing, providing continuing advice to the City or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Bonds);

(j) Giving and/or providing any financial advice or recommendations concerning the issuance of the Bonds as mandated by SEC rules; or

(k) Addressing any other matters not specifically set forth above that is not required to render our Bond Opinion.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us. We understand that counsel to the City has been engaged by the City to assist with the issuance of the Bonds, particularly as to the authorization, execution and delivery of bond documents. We assume that all other parties will retain such counsel, as they deem necessary and appropriate to represent their interest in this transaction. We further assume that all other parties understand that in this transaction we represent only the City, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter, and the City's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the City will not affect, however, our responsibility to render an objective Bond Opinion.

Our representation of the City and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds. Nevertheless, subsequent to Closing, we will mail to the IRS the appropriate IRS Form 8038-G and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

PROSPECTIVE CONSENT

As you are aware, Butler Snow represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the City, one or more of our present or future clients will have transactions with the City. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. We do not believe that such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. Execution of this letter will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph.

FEES

Our fees for the duties we will undertake pursuant to this engagement letter and the responsibilities we will assume in connection therewith, will be negotiated with the City based upon our understanding of the terms, structure, size and schedule of the financing represented by the Bonds and the time we anticipate devoting to the financing.

If the financing is not consummated, we understand and agree that we will not be paid for our time expended on your behalf but will be paid for client charges made or incurred on your behalf.

Regardless of the above, we reserve the right that our fee may vary: (a) if the principal amount of the Bonds actually issued differs significantly from the amount stated above; (b) if material changes in the structure or schedule of the financing occur; or (c) if unusual or unforeseen circumstances arise, which require a significant increase in our time or responsibility. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will advise you and prepare and provide to you an amendment to this engagement letter.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retain by us after the termination of this engagement.

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

BUTLER SNOW LLP

By: 
Stephen C. Edds

Accepted and Approved:

CITY OF GAUTIER, MISSISSIPPI

BY: _____
Mayor

Dated: _____

Authorized by resolution of the Mayor and City Council of the City of Gautier, Mississippi, dated February 18, 2020.



GOVERNMENT CONSULTANTS, INC.

Consulting & Municipal Advisory Firm

116 Village Boulevard
Madison, Mississippi 39110

Telephone: (601) 982-0005
Facsimile: (601) 982-2448
Email: gcms@gc-ms.net

February 18, 2020

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

Re: City of Gautier, Mississippi
City of Gautier, Mississippi General Obligation Refunding Bonds, in a taxable or tax-exempt series
(the "Bonds")
Disclosure and Engagement Letter (the "Letter")

Dear Mayor and City Council,

We are writing you to provide certain disclosures to you as representative of the City of Gautier, Mississippi (the "Issuer") as required by the Securities and Exchange Commission ("SEC") and Municipal Securities Rulemaking Board ("MSRB" or the "Board"). Government Consultants, Inc. ("GCI" or the "Municipal Advisor") is an Independent Registered Municipal Advisor and welcomes the opportunity to provide municipal advisory services to the Issuer for the issuance of the above referenced Bonds.

Disclosures Concerning our Role as Municipal Advisor

- (i) The Municipal Advisor has a fiduciary duty to the Issuer. This is different than an underwriter, if any, who only has an obligation to deal fairly with you, as Issuer. The underwriter, if any, has financial and other interests that differ from the Issuer, unlike the Municipal Advisor who has no financial or other interests that differ from the Issuer.
- (ii) We shall provide advice concerning the structure, timing, terms, sizing and other similar matters related to any potential bond or debt issuance by the Issuer.
- (iii) We shall make a reasonable inquiry to the relevant facts that help determine what course of action to take that best suits the Issuer. A reasonable analysis will be conducted to determine that all advice and/or recommendation(s), are not based on materially inaccurate or incomplete information.
- (iv) We shall evaluate possible material risks, benefits and alternatives with the Issuer.
- (v) Our duties are limited to this transaction and the above-mentioned disclosures.

The MSRB provides a brochure covering information for municipal advisory client protections and appropriate regulatory authority contact information on the MSRB homepage at <http://www.msrb.org>.

Disclosure Concerning Conflicts of Interest and Other Information

MSRB Rule G-42 requires that GCI provide in writing any disclosures relating to actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in MSRB Rule G-42, if applicable. After reasonable due diligence by GCI, there are no known material conflicts of interest that may affect GCI's ability to serve as a municipal advisor to the Issuer. If new material conflict(s) of interest occurs after the delivery and execution of this Letter, GCI will disclose all new material conflict(s) of interest to the Issuer.

In addition to providing disclosures concerning material conflict(s) of interest, MSRB Rule G-42 further requires GCI to have a fiduciary duty that includes a duty of loyalty and duty of care to the Issuer and to disclose our role and duties as a Municipal Advisor. Our primary obligation is to always act in the best interest of the Issuer.

Disclosure Concerning the Compensation

Our compensation for serving as municipal advisor will be contingent on the closing of the transaction(s) for the issuance of bonds and is based, in part, on the size of the bonds. We will negotiate with the Issuer as to compensation and will be paid upon closing of the transaction(s). The Municipal Advisor will abide by its fiduciary duty to the Issuer and provide unbiased and independent advice as required by MSRB.

Disclosure of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that all municipal advisors, including GCI, provide in writing to their clients certain legal or disciplinary events that are material to the Issuer's evaluation of GCI or the integrity of GCI management or personal. GCI believes there are no known legal or disciplinary events reported on any Form MA or Form MA-I that are material to your evaluation of GCI and there are no recent changes made on any Form MA or Form MA-I that are material to your evaluation. Any such information, whether material or not must be reported on Form MA and/or MA-I filed with the SEC, which forms are available and which can be viewed on the SEC's EDGAR system website at <http://www.sec.gov/edgar/searchedgar/companysearch.html>.

Disclosure Relating to Issuing Bonds

As with any issuance of debt, your obligation to pay principal and interest when due, will be a contractual obligation that will require you to make these payments no matter what budget restraints you encounter. The failure to pay principal and interest when due, could cause you to be in default. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market rate levels. Please be aware of the following basic aspects of the Bonds.

Fixed rate bonds are interest bearing debt securities issued by an issuer. The interest rates for these bonds are specified at closing and will not change while the bonds are outstanding. Maturity dates for fixed rate bonds are fixed at the time of the issuance and may include serial maturities (specified principal amounts are payable on the same date each year until final maturity) or a term maturity (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. Interest on fixed rate bonds is typically paid semiannually at a stated fixed rate or rates for each maturity.

General obligation bonds are debt securities to which your full faith and credit is pledged to pay principal and interest. Also, the Issuer pledges to use your ad valorem taxing power, if needed, to pay principal and interest.

This debt issuance is secured by a millage collected within the jurisdiction of the Issuer. The Issuer promises to collect the taxes and repay the debt to which it is pledged.

The Bonds may be offered as federally taxable obligations.

Additionally, the Bonds may be offered as federally tax-exempt obligations. This requires that you comply with various Internal Revenue Service ("IRS") requirements and restrictions relating to how you use and invest the proceeds of the bond issue, how you use any facilities constructed with the proceeds of the bond issue and other restrictions throughout the term of the Bonds.

It is recommended that you consult with bond counsel on such tax matters related to the issuance of the Bonds.

Disclosure Concerning the Term of Engagement

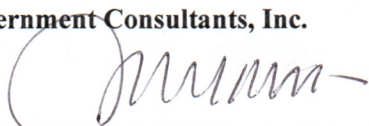
The Term of Engagement is effective on the execution date of the document that employed GCI as the Issuer's appointed municipal advisor and ends upon the closing and delivery of the Bonds. The Engagement may be terminated with or without cause by the Issuer or the Municipal Advisor. A written notice must be delivered to the other party, specifying the effective date of the termination.

Acknowledgement

We must seek your acknowledgement that you have received this Letter. Accordingly, please acknowledge receipt of this Letter on behalf of the Issuer in the space provided below. If you are not authorized to execute this Letter on behalf of the Issuer, please notify GCI immediately so the correct individual may be contacted. Please let us know if you have any questions or concerns.

Sincerely,

Government Consultants, Inc.

BY: 

Steve Pittman

RECEIPT ACKNOWLEDGEMENT

BY: _____

Signature

Phil Torjusen, Mayor, City of Gautier, Mississippi

Authorized Representative's Name

dated as of approval February 18, 2020

Date

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 305-2020

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 February 18, 2020.

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	O'REILLY AUTO PARTS	201122	02/18/2020	01/31/2020			56.94	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	BLUE DEF 2.5GAL: ENG 5		1978153542	01/04/2020			15.99
	001-100-570	OIL FILTER: U #19684		1978153933	01/08/2020			6.09
	001-100-570	VEH REPR PARTS: U #19684		1978153962	01/09/2020			13.97
	001-170-638	HEADLIGHT (2)		1978154452	01/15/2020			14.00
	001-161-638	SEALED BEAM		1978155163	01/23/2020			6.89
001	SECURE NETWORKS LLC	201123	02/18/2020	01/31/2020			2,280.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	MAR 2020 NETWORK SERVICES		4042	01/14/2020			2,280.00
001	CENTERPOINT ENERGY	201128	02/18/2020	02/03/2020			134.73	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-630	CENTRAL FIRE STN:12/23-1/27/20		11000885-1	01/31/2020			103.62
	001-161-630	SOUTH FIRE STN: 12/23-1/27/20		11000999-0	01/31/2020			31.11
001	TEC	201130	02/18/2020	02/03/2020			98.01	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY LONG DISTANCE		985772	02/01/2020			98.01
001	LOWES HOME CENTERS INC	201131	02/18/2020	02/03/2020			538.67	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-559	32CT NIAGARA BOTTLED WATER (8)		901492	01/07/2020			28.64
	001-201-559	30LB LIME BAG, JERSEY GLOVES		920280	01/08/2020			21.82
	001-170-559	28" SHOVEL, CM WOOD FORK		920281	01/08/2020			62.67
	001-161-559	12FTX400FT PLASTIC SHEETING		902382	01/09/2020			23.74
	001-170-559	12PC SAW BLADE, GRIND WHL (4)		901982	01/10/2020			41.68
	001-205-559	ANT KILLER (2)		901679	01/14/2020			11.84
	001-170-634	12OZ SPRAY PAINT(3):BACOT PARK		910857	01/15/2020			11.34
	001-170-559	PRUNERS (3)		901960	01/15/2020			52.19
	001-170-635	#4 STEEL REBAR (4)		901115	01/16/2020			28.40
	001-170-635	2X6X12 YEL PINE LUMBER		901219	01/16/2020			6.15
	001-170-635	CDT RT:#4 STEEL REBAR PIN (20)		901114	01/16/2020			-47.00
	001-170-559	WIRE BRUSH (4), CM GLOVES (3)		901109	01/16/2020			23.08
	001-170-559	SAFETY GLASSES (2),HD PADLOCK		901109	01/16/2020			76.87
	001-170-559	PUTTY KNIFE (3)		901109	01/16/2020			17.99
	001-170-559	3M 15PK SAFETY MASKS		901109	01/16/2020			29.91
	001-170-635	#4 STEEL REBAR PIN (20)		901109	01/16/2020			47.00
	001-170-559	24" CONCRETE BROOM		901364	01/22/2020			12.33
	001-205-559	7PC HOLE SAW, 30PK CABLE TIES		901676	01/23/2020			19.67
	001-205-559	2-STEP DRILL BIT		901683	01/23/2020			43.69
	001-170-559	BLANK KEY (3), WD-40 LUBE (2)		902132	01/23/2020			23.84
	001-170-559	WHITE SPRAY PAINT (3)		902132	01/23/2020			2.82
001	CABLE ONE INC	201145	02/18/2020	02/05/2020			84.62	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	FEB 2020: SR BLD #120793682		1252020	02/01/2020			84.62

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CABLE ONE INC	201146	02/18/2020	02/05/2020			152.53	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	FEB 2020: #107571481		01252020	02/01/2020			152.53
001	DELTA SANITATION OF MS LLC	201147	02/18/2020	02/06/2020			35.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	FRAZIER PORT O LET		0001074326	01/31/2020			35.00
001	TRIPLE J LLC	201149	02/18/2020	02/06/2020			82.76	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	MOUNT-BALANCE TIRES (4)		1002301	01/17/2020			82.76
001	GOVERNMENT BRANDS SHARED SERVICES	201150	02/18/2020	02/06/2020			1,475.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-698	FEB 2020 COURT SUPPORT		1-45545	02/03/2020			1,475.00
001	AUTO TRUCK AND TRAILER PARTS INC	201151	02/18/2020	02/06/2020			2,392.04	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	STRUT RK642193 (7): U #12411		279812	01/07/2020			115.16
	001-100-570	STRUT CK620257: U #12411		279813	01/07/2020			116.75
	001-100-570	STRUT CK620258: U #12411		279814	01/07/2020			116.25
	001-100-570	OIL FILTER (12): PD VEHICLES		279877	01/07/2020			26.40
	001-161-638	PRESSURE SWITCH: ENG 1		279893	01/08/2020			12.35
	001-161-638	VALVE, BRASS FITTING: ENG 1		279902	01/08/2020			64.20
	001-161-638	FILTERS (5): ENG 1		279907	01/08/2020			162.71
	001-161-638	FILTER: ENG 1		279919	01/09/2020			33.00
	001-161-638	5GAL ROTELLA: ENG 1		279913	01/09/2020			75.00
	001-100-570	FUSE, FUSE HOLDER: U #19684		279910	01/09/2020			5.70
	001-161-638	AIR DRIER: ENG 1		279920	01/09/2020			200.00
	001-100-570	BATT: U #14402		279941	01/10/2020			105.00
	001-100-570	CTRL ARM: U #19684		279940	01/10/2020			57.57
	001-161-638	FILTERS (4), ROTELLA: ENG 4		279969	01/13/2020			187.42
	001-161-638	CHAMBER: ENG 4		279970	01/13/2020			39.00
	001-100-559	EXT CORD: SIGN BOARD		279980	01/13/2020			26.62
	001-161-638	TRANS FLUID (2): ENG 4		279983	01/13/2020			26.50
	001-161-638	FILTER HOUSING: ENG 4		280030	01/15/2020			199.00
	001-161-638	GASKET KIT: ENG 4		280031	01/15/2020			33.68
	001-161-638	1GAL ANTIFRZE (4): ENG 4		280047	01/15/2020			44.00
	001-161-638	TUBE GREASE (10): ENG 4		280047	01/15/2020			35.00
	001-161-638	BTE COOLANT: ENG 4		280047	01/15/2020			16.40
	001-161-638	CYL KIT (2): ENG 4		280122	01/21/2020			137.86
	001-161-638	1" SWIVEL, REBUILD KIT: ENG 4		280117	01/21/2020			183.86
	001-100-570	HYPER LUBE (8), FILTER (12)		280290	01/30/2020			130.32
	001-100-570	WIPERS (20), FILTERS (2)		280303	01/31/2020			165.52
	001-100-570	FILTER (3): PD VEHICLES		280304	01/31/2020			76.77
001	MS DEPT OF FINANCE & ADMIN	201172	02/18/2020	02/10/2020			23,838.38	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	JAN 2020 COURT ASSESSMENTS		01312020	02/03/2020			23,838.38

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MS DEPT OF PUBLIC SAFETY	201173	02/18/2020	02/10/2020			1,560.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	JAN 2020 SPECIAL ASSESSMENTS		01312020	02/03/2020			1,560.00
001	MS DEPT OF PUBLIC SAFETY	201174	02/18/2020	02/10/2020			500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	JAN 2020 INTERLOCK FEES		01312020	02/03/2020			500.00
001	BORDIS & DANOS PLLC	201175	02/18/2020	02/10/2020			10,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-060-602	JAN 2020 RETAINER		78	02/03/2020			10,000.00
001	ACE DATA STORAGE INC	201176	02/18/2020	02/10/2020			105.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	JAN 2020 SHREDDING SERVICE		69868	02/01/2020			105.00
001	MSC 7511	201177	02/18/2020	02/10/2020			113.14	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	GEMGOO-01 RENTAL FEE		INV3496908	01/27/2020			113.14
001	C SPIRE WIRELESS	201178	02/18/2020	02/10/2020			775.45	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-605	CITY MGR CELL PHONE		0030759348	01/31/2020			47.15
	001-040-605	ADMIN CELL PHONES		0030759348	01/31/2020			128.49
	001-090-605	BLDG-PLNG CELL PHONES		0030759348	01/31/2020			201.47
	001-090-698	IPAD SERVICE (3)		0030759348	01/31/2020			102.57
	001-094-605	GRANT-PROJ CELL PHONES		0030759348	01/31/2020			94.30
	001-170-605	RECREATION CELL PHONES		0030759348	01/31/2020			150.03
	001-205-605	MAINT CELL PHONE		0030759348	01/31/2020			51.44
001	AIRGAS USA LLC	201180	02/18/2020	02/10/2020			215.93	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-588	CYLINDER RENTAL		9968184804	01/31/2020			215.93
001	DEPT PUBLIC SAFETY	201181	02/18/2020	02/10/2020			180.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	ANALYTIC FEES		90088878	02/03/2020			180.00
001	M & E FEED & SEED	201182	02/18/2020	02/10/2020			214.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-514	DOG FOOD		5365	01/07/2020			42.99
	001-100-514	DOG FOOD		5637	01/07/2020			42.99
	001-100-514	DOG FOOD		5368	01/08/2020			42.99
	001-100-514	DOG FOOD		5372	01/23/2020			42.99
	001-100-514	DOG FOOD		5375	01/29/2020			42.99
001	AT&T INTERSTATE DED PRIVATE LINE SERV	201183	02/18/2020	02/10/2020			208.84	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	ACCUNET T1.5 DIGITAL SERV		3115393027	02/01/2020			208.84

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AT&T GLOBAL NETWORK SERVS LLC	201184	02/18/2020	02/10/2020			229.64	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	NCIC EQUIPMENT CHARGES		GG92347	02/01/2020			229.64
001	AUTOZONE INC	201185	02/18/2020	02/10/2020			15.58	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	ORINGS (2): PRESSURE WASHER		4907677989	01/14/2020			15.58
001	ADVANCE AUTO PARTS	201186	02/18/2020	02/10/2020			57.89	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	CAR WASH DP 64-OZ (4): ENG 5		3050	01/28/2020			23.88
	001-161-638	ABSORBER DRYING TOWEL: ENG 5		3050	01/28/2020			11.03
	001-161-638	CHAMOI SYNTHETIC: ENG 5		3050	01/28/2020			9.19
	001-161-638	DIESEL EXH FLUID 2.5GAL: ENG 5		3050	01/28/2020			13.79
001	G&K SERVICES INC	201187	02/18/2020	02/10/2020			390.35	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-559	MAINTENANCE		4038923088	01/02/2020			78.07
	001-205-559	MAINTENANCE		4039422582	01/08/2020			78.07
	001-205-559	MAINTENANCE		4040065688	01/15/2020			78.07
	001-205-559	MAINTENANCE		4040620722	01/22/2020			78.07
	001-205-559	MAINTENANCE		4041222421	01/29/2020			78.07
001	MSC 7511	201189	02/18/2020	02/10/2020			470.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	FFO200-01 RENTAL FEE		INV3511728	02/05/2020			470.88
001	MS MUNICIPAL CLERKS/COLLECTORS ASSOC	201195	02/18/2020	02/11/2020			70.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-682	MMCCA DUES: RUSSELL,C		2020	02/11/2020			35.00
	001-040-682	MMCCA DUES: CUMBEST,E		2020	02/11/2020			35.00
001	AMERICAN BANKERS INSURANCE COMPANY	201196	02/18/2020	02/11/2020			2,122.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-625	FLOOD INS: SENIOR CENTER		9906203041	04/15/2020			2,122.00
001	IDEMIA IDENTITY & SECURITY USA LLC	201197	02/18/2020	02/11/2020			3,607.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	500-TPE-ED-M95 ANNUAL MAINT		127510	02/03/2020			2,170.00
	001-100-699	PRT-DUP-M95 ANNUAL MAINT		127510	02/03/2020			342.00
	001-100-699	TP-NOREMOTE ACCESS TO CUSTOMER		127510	02/03/2020			1,095.00
001	SOUTH MISSISSIPPI BUSINESS MACHINES INC	201198	02/18/2020	02/11/2020			212.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	MX-M654N SERV AGRMNT (6MO)		364328	01/30/2020			212.00
001	RETAIL STRATEGIES LLC	201199	02/18/2020	02/11/2020			8,750.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-688	CONSULTING SERVICES		402-2C	03/19/2020			8,750.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	NATIONWIDE	201200	02/18/2020	02/11/2020			572.43	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-625	MAJOR MEDICAL PLAN: TESS	C-2323454	03/22/2020			572.43	
001	JACKSON COUNTY ADULT DETENTION CENTER	201201	02/18/2020	02/11/2020			9,100.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-010-696	JAN 2020 ADC CHGS	01312020	02/03/2020			9,100.00	
001	BLOSSMAN GAS INC	201202	02/18/2020	02/11/2020			12.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-630	TANK RENTAL: NORTH STN	1348149	02/04/2020			12.00	
001	COMM-TECH SOLUTIONS INC	201203	02/18/2020	02/11/2020			95.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-639	LABOR: SWAP CITY HALL EXTS	16534	02/04/2020			95.00	
001	FUELMAN	201204	02/18/2020	02/11/2020			2,545.72	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-525	UNL FUEL	NP57686539	02/03/2020			88.83	
	001-100-525	UNL FUEL	NP57686539	02/03/2020			1,959.55	
	001-161-525	UNL & DSL FUEL	NP57686539	02/03/2020			267.55	
	001-170-525	UNL FUEL	NP57686539	02/03/2020			187.64	
	001-205-525	DSL FUEL	NP57686539	02/03/2020			42.15	
001	FUELMAN	201206	02/18/2020	02/11/2020			2,691.70	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-525	UNL FUEL	NP57724798	02/10/2020			24.47	
	001-100-525	UNL FUEL	NP57724798	02/10/2020			2,115.34	
	001-161-525	UNL & DSL FUEL	NP57724798	02/10/2020			475.22	
	001-170-525	UNL FUEL	NP57724798	02/10/2020			51.03	
	001-205-525	UNL FUEL	NP57724798	02/10/2020			25.64	
001	JARRETT TYLER COX	201208	02/18/2020	02/11/2020			200.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-010-602	PUBLIC DEFENDER: CASE 195110	2019120277	02/05/2020			200.00	
001	MS MUNICIPAL COURT CLERK ASSOCIATION	201209	02/18/2020	02/11/2020			75.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-010-682	FY 2020 DUES: STEWARD, M	01272020	01/27/2020			75.00	
001	MS GULF COAST COUNCIL OF GARDEN CLUBS	201212	02/18/2020	02/11/2020			500.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-645	2020 SPR PILGRIMAGE: BENEFACOR	MAR 2020	11/03/2019			500.00	
001	MS CHAPTER FBINAA	201217	02/18/2020	02/11/2020			150.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-681	2020 SPRING RE-TRNR: BAXTER	277	02/10/2020			150.00	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DIRECTV LLC	201218	02/18/2020	02/11/2020			152.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-698	WEST STN: 022727663 (FEB)	02132020	02/14/2020			152.00	
001	CREDIT CARD CENTER	201223	02/18/2020	02/12/2020			1,826.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-001-681	HOTEL-MW CONF: JACKSON	01172020	01/17/2020			94.00	
	001-001-681	HOTEL-MW CONF: VAUGHAN	01202020	01/20/2020			178.00	
	001-001-681	HOTEL-MW CONF: COLLEDGE	01202020	01/20/2020			193.00	
	001-001-681	HOTEL-MW CONF: ANDERSON	01202020	01/20/2020			193.00	
	001-001-681	HOTEL-MW CONF: MARTIN	01202020	01/20/2020			292.00	
	001-001-681	HOTEL-MW CONF: GEORGE	01202020	01/20/2020			292.00	
	001-001-681	HOTEL-MW CONF: TORJUSEN	01202020	01/20/2020			292.00	
	001-021-681	HOTEL-MW CONF: YANCEY	01202020	01/20/2020			292.00	
001	CREDIT CARD CENTER	201224	02/18/2020	02/12/2020			1,914.71	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-682	ASFPM ANNUAL DUES: MORGAN	01032020	01/02/2020			165.00	
	001-090-682	ASFPM ANNUAL DUES: ANKERSON	01032020	01/02/2020			165.00	
	001-100-682	MS ASSOC CHIEFS POLICE: ELBIN	01072020	01/06/2020			100.00	
	001-092-635	DIGITAL KEYPAD LOCK: C HALL	01142020	01/13/2020			263.58	
	001-001-559	7 F CONNECTORS: SOUND SYSTEM	01212020	01/20/2020			29.89	
	001-170-512	LUNCH COOLER (500): CRUISIN	01272020	01/27/2020			1,191.24	
001	CABLE ONE INC	201225	02/18/2020	02/12/2020			83.32	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	FEB 2020 SUBSTN: #107718827	02012020	02/08/2020			83.32	
001	ALABAMA MEDIA GROUP	201226	02/18/2020	02/12/2020			17.40	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-615	NOTICE:AMENDMENT GPC20-04-UDO	0009495007	01/31/2020	200368		17.40	
001	GALLS LLC	201227	02/18/2020	02/12/2020			200.87	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-559	GALLS SAM BROWNE BELT (4)	014881352	01/29/2020	200360		156.48	
	001-100-559	SF BUCKLELESS TROUSER BELT	014881352	01/29/2020	200360		32.39	
	001-100-559	SHIPPING	014881352	01/29/2020	200360		12.00	
001	CAN'T MISS EMBROIDERY	201228	02/18/2020	02/12/2020			36.05	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-535	BLACK JACKET W/BADGE-NAME	23910	02/07/2020	200399		36.05	
001	MID SOUTH UNIFORM & SUPPLY INC	201229	02/18/2020	02/12/2020			2,563.80	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-535	SS ARMORSKIN BASE SHIRT (18)	601395	02/04/2020	200321		855.00	
	001-100-535	SS ARMORSKIN BASE SHIRT (3)	601395	02/04/2020	200321		142.50	
	001-100-535	NAVY PANTS (24)	601395	02/04/2020	200321		1,088.64	
	001-100-535	NAVY SS SHIRTS (3)	601395	02/04/2020	200321		139.29	
	001-100-535	NAVY LS SHIRTS (3)	601395	02/04/2020	200321		148.29	
	001-100-535	SEW ON PATCHES (54)	601395	02/04/2020	200321		54.00	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MID SOUTH UNIFORM & SUPPLY INC	201229	02/18/2020	02/12/2020			2,563.80	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	NAVY PANTS (3)		601565	02/07/2020	200370		136.08
001	MS FIRE ACADEMY	201230	02/18/2020	02/12/2020			1,540.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	FIRE INSPECTOR 1031-II:GRAHAM		27888	01/29/2020	191031		370.00
	001-161-681	EX FIRE OFC 1021-III-IV:KILLEN		27897	01/29/2020	190538		943.00
	001-161-681	FF 1001-I-11: GOFF		27938	01/31/2020			227.00
001	BELL AUTO PARTS INC	201231	02/18/2020	02/12/2020			42.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-639	FUEL PUMP: FORK LIFT		42432	01/17/2020	200277		42.50
001	PRECISION DELTA CORPORATION	201232	02/18/2020	02/12/2020			458.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	40 S&W 165 GR JHP 500 RD (3)		16008	01/27/2020	200008		458.25
001	ANIMAL CARE EQUIPMENT & SERVS INC	201233	02/18/2020	02/12/2020			274.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	COMPACT MAX UNIVERSAL SCANNER		79253	01/31/2020	200356		256.90
	001-100-559	SHIPPING		79253	01/31/2020	200356		17.50
001	CUSTOM PRODUCTS CORPORATION	201234	02/18/2020	02/12/2020			270.97	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-565	STREET SIGNS (7)		330858	01/30/2020	200355		152.95
	001-201-565	12X36 OBJECT MARKER-RIGHT (2)		330858	01/30/2020	200355		49.10
	001-201-565	12X36 OBJECT MARKER-LEFT (2)		330858	01/30/2020	200355		49.10
	001-201-565	FREIGHT		330858	01/30/2020	200355		19.82
001	GOODYEAR AUTO CENTER	201236	02/18/2020	02/12/2020			1,094.24	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	P225/60R18 99W EAG: U #12411		216367	01/21/2020	200338		547.12
	001-100-638	P225/60R18 99W EAG: U #12413		216863	02/06/2020	200401		547.12
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	201241	02/18/2020	02/12/2020			318.93	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-500	8" SCISSOR 3PK		3463108432	01/11/2020	200328		2.12
	001-090-500	TAPE DISPENSER BLACK		3463108432	01/11/2020	200328		1.22
	001-090-500	STORAGE CLIPBOARD LETTER		3463108432	01/11/2020	200328		10.76
	001-090-500	HANGING FILE FOLDERS 25BOX		3463108432	01/11/2020	200328		12.90
	001-090-500	HP 65 BLK/COMBO INK 2PK (2)		3463108432	01/11/2020	200328		60.26
	001-090-500	WIDE RULED NOTEPADS 12PK		3463108432	01/11/2020	200328		5.02
	001-090-500	HP 65 BLACK INK 2PK (2)		3463108432	01/11/2020	200328		57.98
	001-090-500	POST-IT FLAGS SIGN/DATE		3463108432	01/11/2020	200328		3.35
	001-090-500	LEGAL FILE FOLDERS YEL 100BX		3437389513	01/28/2020	200328		16.24
	001-170-500	CARDER MESH BACK CHAIR		3437546585	01/30/2020	200372		119.99
	001-170-500	DEFLECTO SIGN HOLDER 8.5X11		3437546586	01/30/2020	200372		29.09
001	DELTA SANITATION OF MS LLC	201245	02/18/2020	02/12/2020			375.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	20YD DUMPSTER: HAUL FEE		0001074693	01/31/2020	200324		300.00
	001-170-698	DEL CHG (MULTI-USE FACILITY)		0001074693	01/31/2020	200324		75.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BARNEYS POLICE AND HUNTING SUPPLIES	201246	02/18/2020	02/12/2020			131.99	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-559	SF HOLSTER GLK22	33106	02/10/2020	200431		131.99	
001	HOME TOWN LUMBER & SUPPLY INC	201247	02/18/2020	02/12/2020			787.71	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-634	2X8X20 #2 TREATED PINE (15)	111982	01/31/2020	200367		264.90	
	001-170-720	2X6X8 TREATED GND CONTACT (60)	111949	01/30/2020	200279		323.40	
	001-170-720	2X6X12 TREATED GND CONTACT (3)	111949	01/30/2020	200279		25.47	
	001-170-720	2X2X8 #1 BASED EDGE TREATED (5)	111949	01/30/2020	200279		14.95	
	001-170-720	SCREWED DECK 10X3-1/2" 135OCT	111949	01/30/2020	200279		158.99	
001	SPORTABOUT	201249	02/18/2020	02/12/2020			47.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-502	YTH CHEERLEADER TROPHIES (10)	7626	01/30/2020	200182		47.50	
001	PUBLIC SAFETY ACADEMICS AND CONSULTING	201252	02/18/2020	02/12/2020			600.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-681	ACTIVE SHOOTER CRS:WORTH, B	867	01/22/2020	200418		300.00	
	001-100-681	ACTIVE SHOOTER CRS:MCLENDON, C	867	01/22/2020	200418		300.00	
001	OCCUPATIONAL HEALTH CENTER INC	201259	02/18/2020	02/12/2020			410.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-604	PRE-EMP PHYSICAL: CARTER	198482	02/05/2020	200330		65.00	
	001-100-604	PRE-EMP DRUG SCREEN: CARTER	198482	02/05/2020	200330		60.00	
	001-100-604	PRE-EMP PHYSICAL: HENDERSON	198482	02/05/2020	200337		65.00	
	001-100-604	PRE-EMP DRUG SCREEN: HENDERSON	198482	02/05/2020	200337		30.00	
	001-022-604	PRE-EMP PHYSICAL: TERRELL, M	198482	02/05/2020	200335		65.00	
	001-022-604	PRE-EMP DRUG SCREEN: TERRELL, M	198482	02/05/2020	200335		30.00	
	001-022-604	PRE-EMP PHYSICAL: TOLAR	198482	02/05/2020	200310		65.00	
	001-022-604	PRE-EMP DRUG SCREEN: TOLAR	198482	02/05/2020	200310		30.00	
001	JACKSON COUNTY CHAMBER OF COMMERCE	201270	02/18/2020	02/13/2020			2,000.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-021-643	FY 2020 MEMBERSHIP	30517	02/13/2020			2,000.00	
FUND TOTAL	1 Claims	to	Checks	64 Total	92,054.82 Manual	Held	Total	92,054.82

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
130	LOWES HOME CENTERS INC	201132	02/18/2020	02/04/2020			217.56	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	130-130-755	24"X24" 16PK CEILING PANELS (3)	901532	01/13/2020			217.56	
130	HARWELLS AC INSTALLATION AND REPAIR	201254	02/18/2020	02/12/2020			6,650.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	130-130-755	INSTL NEW RHEEM A/C: WFD	200251	02/07/2020	200251		6,650.00	
130	CARPET EXPRESS INC	201258	02/18/2020	02/12/2020			4,561.95	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	130-130-755	24X24 CARPET SQUARES	274052	02/10/2020	200422		4,242.95	
	130-130-755	CARPET ADHESIVE	274052	02/10/2020	200422		89.00	
	130-130-755	SHIPPING	274052	02/10/2020	200422		230.00	
FUND TOTAL 130 Claims	to	Checks	3 Total	11,429.51	Manual	Held	Total	11,429.51

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
171	ENGEL ELECTRIC LLC	201250	02/18/2020	02/12/2020			6,357.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	171-176-779	LABOR ELECTRICAL PEDESTAL SHEP		200380	01/31/2020	200380		4,000.00
	171-176-779	MATERIAL ELECTRICAL		200380	01/31/2020	200380		2,357.80
FUND TOTAL 171 Claims	to	Checks	1 Total	6,357.80	Manual	Held	Total	6,357.80

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	LOWES HOME CENTERS INC	201133	02/18/2020	02/04/2020			5.50	
	Account Number 176-170-586	Description		Invoice #	Date	P.O.	Amount	
		TERM GROUND BAR KIT: LOT 16		910596	01/24/2020			5.50
176	C SPIRE WIRELESS	201179	02/18/2020	02/10/2020			51.44	
	Account Number 176-170-605	Description		Invoice #	Date	P.O.	Amount	
		CELL PHONE		0030759348	01/31/2020			51.44
176	STAPLES BUSINESS ADVANTAGE DEPT ATL	201242	02/18/2020	02/12/2020			119.99	
	Account Number 176-170-500	Description		Invoice #	Date	P.O.	Amount	
		CARDER MESH BACK CHAIR		3437546587	01/30/2020	200371		119.99
176	CENTRAL BUSINESS FORMS	201248	02/18/2020	02/12/2020			302.00	
	Account Number 176-170-500	Description		Invoice #	Date	P.O.	Amount	
	176-170-500	CAMPING PASS-HANGERS (2000)		19468	01/29/2020	200382		98.00
	176-170-500	DAY USE PASS-HANGERS (2000)		19468	01/29/2020	200382		173.00
	176-170-500	SHIPPING		19468	01/29/2020	200382		31.00
FUND TOTAL 176 Claims	to	Checks	4 Total	478.93	Manual	Held	Total	478.93

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
305	OUTDOOR FITNESS	201256	02/18/2020	02/12/2020			8,210.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	305-300-701	CHEST PRESS/LAT PULL	512-8522	01/31/2020	200236		1,364.00	
	305-300-701	ELLIPTICAL MACHINE DOUBLE	512-8522	01/31/2020	200236		1,314.00	
	305-300-701	LEG PRESS	512-8522	01/31/2020	200236		1,697.00	
	305-300-701	SELF-WEIGHTED ROWER	512-8522	01/31/2020	200236		762.00	
	305-300-701	SKI WALKER-DOUBLE	512-8522	01/31/2020	200236		1,340.00	
	305-300-701	TWO-SIDED ROTATOR	512-8522	01/31/2020	200236		725.00	
	305-300-701	SHIPPING	512-8522	01/31/2020	200236		1,008.00	
FUND TOTAL 305 Claims	to	Checks	1 Total	8,210.00	Manual	Held	Total	8,210.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
306	GOODWYN MILLS & CAWOOD INC	201221	02/18/2020	02/11/2020			1,678.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	306-176-762	CONSTRN DOCS: WELC CENTER PH3		MOB1900115	01/30/2020			1,678.75
306	A 1 TERMITE AND PEST CONTROL	201255	02/18/2020	02/12/2020			1,200.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	306-176-721	LOG CABIN EXT TERMITE TRMT		19618	02/05/2020	200359		800.00
	306-176-721	LOG CABIN INT TERMITE TRMT		19618	02/05/2020	200359		400.00
FUND TOTAL 306 Claims	to	Checks	2 Total	2,878.75	Manual	Held	Total	2,878.75

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
307	HEFLIN ENGINEERING INC	201222	02/18/2020	02/12/2020			44,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	307-300-762	BACOT PARK: PRELIM DESIGN		3375	02/10/2020			36,000.00
	307-300-762	GEOTECHNICAL INVESTIGATION		3375	02/10/2020			8,500.00
FUND TOTAL 307 Claims	to	Checks	1 Total	44,500.00	Manual	Held	Total	44,500.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
350	CALDWELL TANKS INC	201219	02/18/2020	02/11/2020			241,272.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	350-721-707	CONSTRUCTION 50.54%		3	02/05/2020			241,272.00
FUND TOTAL 350 Claims	to	Checks	1 Total	241,272.00	Manual		Held	Total 241,272.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
355	WAGGONER ENGINEERING INC	201269	02/18/2020	02/13/2020			40,800.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	355-723-762	DESIGN: WTR SUPPLY & TRMT		36614	02/11/2020			40,800.00
FUND TOTAL 355 Claims	to	Checks	1 Total	40,800.00	Manual		Held	Total 40,800.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
360	SUNCOAST INFRASTRUCTURE INC	201220	02/18/2020	02/11/2020			84,144.35	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	360-726-762	VIDEO INS/FLOW MON 60.53%		JB APP #1	02/10/2020			84,144.35
FUND TOTAL 360 Claims	to	Checks	1 Total	84,144.35 Manual		Held	Total	84,144.35

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	JACKSON COUNTY UTILITY AUTHORITY	201129	02/18/2020	02/03/2020			200,859.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-668	FEB 2020 TREATMENT CHGS		652	02/01/2020			190,128.00
	400-651-668	FY 2019 ACTUAL FLOW ADJ		652	02/01/2020			10,731.00
400	LOWES HOME CENTERS INC	201134	02/18/2020	02/04/2020			138.96	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-635	REPR TOILET: PW BLDG		911158	12/27/2019			25.00
	400-651-585	50LB BAG RYE GRASS SEED (2)		920464	01/10/2020			113.96
400	GIBSON ELECTRIC MOTOR SALES & SERV INC	201152	02/18/2020	02/06/2020			1,908.49	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-712	BEASLEY WELL REPAIR		44159	01/30/2020			1,908.49
400	GIBSON ELECTRIC MOTOR SALES & SERV INC	201153	02/18/2020	02/06/2020			2,664.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	SWR PUMP REPR(2): ENARC		44157	01/30/2020			2,664.00
400	CLEARWATER SOLUTIONS LLC	201154	02/18/2020	02/06/2020			170,690.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-672	JAN 2020 OPERATION FEE		GAUTIER086	02/01/2020			170,690.75
400	WASTE MANAGEMENT OF MS-GLF COAST INC	201188	02/18/2020	02/10/2020			696.98	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	ROLL - OFF TIMBERLANE		7102364768	02/03/2020			696.98
400	SOUTHERN LINC	201190	02/18/2020	02/10/2020			88.84	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	FEB 2020 SERV CHGS		10638245	02/01/2020			80.00
	400-650-698	TAXES/FEES		10638245	02/01/2020			8.84
400	MALLETTE BROTHERS CONSTRUCTION INC	201191	02/18/2020	02/11/2020			2,722.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-585	8.81 A-BASE LESTONE TN		21146	01/31/2020			264.30
	400-651-683	18.94 A-BASE LESTONE TN		21146	01/31/2020			568.20
	400-651-582	3.94 RIP RAP TN		21146	01/31/2020			216.70
	400-651-585	18.18 RAP TN		21146	01/31/2020			545.40
	400-651-683	18.12 RAP TN		21146	01/31/2020			543.60
	400-651-585	6.68 ASPHALT TN		21146	01/31/2020			501.00
	400-651-585	2.76 CR STONE TN		21146	01/31/2020			82.80
400	CORE & MAIN LP	201193	02/18/2020	02/11/2020			78.15	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	A-4 HD NUT OL:JERRY LEES FH		L815472	01/23/2020			78.15
400	FUELMAN	201205	02/18/2020	02/11/2020			156.23	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP57686539	02/03/2020			156.23

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	FUELMAN	201207	02/18/2020	02/11/2020			121.56	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP57724798	02/10/2020			121.56
400	CITY OF GAUTIER	201213	02/18/2020	02/11/2020			133,632.93	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-000-104	JAN 2020 GARBAGE PMTS		01312020	01/31/2020			133,632.93
400	COGENT STRATEGIES LLC	201214	02/18/2020	02/11/2020			7,513.03	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-601	PROFESSIONAL FEES		1798	02/06/2020			7,500.00
	400-650-601	TAXI CABS/UBERS: LOCAL		1798	02/06/2020			13.03
400	MISSION COMMUNICATIONS LLC	201215	02/18/2020	02/11/2020			5,070.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	RENEWAL: LARK WELLS 1 & 6		1037242	02/06/2020			563.40
	400-651-698	RENEWAL: WESTGATE WELL 4		1037242	02/06/2020			563.40
	400-651-698	RENEWAL: MALL TANK & WELL 7		1037242	02/06/2020			563.40
	400-651-698	RENEWAL: OFFICE WELL 8		1037242	02/06/2020			563.40
	400-651-698	RENEWAL: HONDURAS WELL 9		1037242	02/06/2020			563.40
	400-651-698	RENEWAL: BEASLEY WELL 10		1037242	02/06/2020			563.40
	400-651-698	RENEWAL: HWY57 TANK & WELL		1037242	02/06/2020			563.40
	400-651-698	RENEWAL: MARTIN BLUFF TANK		1037242	02/06/2020			563.40
	400-651-698	RENEWAL: CENTRAL STN TANK		1037242	02/06/2020			563.40
400	SOUTHERN PIPE & SUPPLY	201235	02/18/2020	02/12/2020			1,830.05	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	6" COUPLING 6.42-7.68 (4)		3840219-00	01/24/2020	200351		1,026.40
	400-651-581	3/4 CTS PJXMIP COUPLING (24)		3778973-00	01/31/2020	200315		346.80
	400-651-581	3/4 CLOSE S40 GALV NIPPLE (6)		3778973-00	01/31/2020	200315		9.00
	400-651-581	3/4X2 S40 GALV NIPPLE (6)		3778973-00	01/31/2020	200315		9.54
	400-651-581	3/4 X 3 S40 GALV NIPPLE (6)		3778973-00	01/31/2020	200315		10.44
	400-651-581	3/4X4 S40 GALV NIPPLE (6)		3778973-00	01/31/2020	200315		13.68
	400-651-581	2" PVC DRESSER GRIP COUP (6)		3778973-00	01/31/2020	200315		153.00
	400-651-581	2"X1-1/2" BRASS BUSHING (4)		3778973-00	01/31/2020	200315		52.00
	400-651-581	2X1.25 BRASS BUSH		3778973-00	01/31/2020	200315		15.85
	400-651-581	2 X 1 BRASS BUSH		3778973-00	01/31/2020	200315		12.50
	400-651-581	2 IMP GALV MALL 90 ELL (12)		3778973-00	01/31/2020	200315		76.80
	400-651-581	2 PVC COMPRESSION COUP (6)		3778973-00	01/31/2020	200315		22.08
	400-651-581	PVC GRIP RING (12)		3778973-00	01/31/2020	200315		81.96
400	CONSOLIDATED PIPE & SUPPLY	201237	02/18/2020	02/12/2020			915.41	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	3/4 MUL P15451-N FIPXPJ (12)		3700284000	01/31/2020	200374		216.00
	400-651-581	3/4 MUL P15428-N MIPXPJ (12)		3700284000	01/31/2020	200374		204.00
	400-651-583	4 SDR26 SWR WYE (12)		3700284000	01/31/2020	200374		348.00
	400-651-583	4 PVC SWR SDR26 45 SXB (12)		3700284000	01/31/2020	200374		144.00
	400-651-581	6 SCH40 PVC PP WHITE 20 (40)		3700284000	01/31/2020	200374		1.47
	400-651-581	6 DR18 VUL PVC C-900 BLUE(40)		3700284000	01/31/2020	200374		1.94

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	C & M ELECTRIC MOTOR SERVICE INC	201238	02/18/2020	02/12/2020			501.30	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-584	CAPACITOR P/N590-708 (15)	12206	01/24/2020	200350		207.75	
	400-651-584	CAPACITOR P/N216-259 (15)	12205	01/24/2020	200346		177.75	
	400-651-584	CAPACITOR P/N161-193 (15)	12205	01/24/2020	200346		115.80	
400	M T DEASON COMPANY INC	201239	02/18/2020	02/12/2020			465.97	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-581	#4 METER LOCKS W/CAP (100)	85271	01/31/2020	200377		450.00	
	400-651-581	FREIGHT	85271	01/31/2020	200377		15.97	
400	COAST CHLORINATOR & PUMP CO INC	201240	02/18/2020	02/12/2020			2,997.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-581	PM KIT HYDRO VACUUM REG (3)	70622	02/03/2020	200329		504.00	
	400-651-581	YOKE ASMBLY INLET CAPSULE (2)	70622	02/03/2020	200329		256.00	
	400-651-581	REMOTE METER KIT	70622	02/03/2020	200329		78.00	
	400-651-581	INLET VALVE	70622	02/03/2020	200329		113.00	
	400-651-581	VENT PLUG CHLORINE	70622	02/03/2020	200329		50.00	
	400-651-581	INLET ADAPTER/SEAL PLUG	70622	02/03/2020	200329		75.00	
	400-651-581	KIT PM VR 200 SERIES	70622	02/03/2020	200329		92.00	
	400-651-581	INLET CAPSULE ASSY PM KIT	70622	02/03/2020	200329		42.00	
	400-651-581	FLOW TUBE	70622	02/03/2020	200329		3.00	
	400-651-581	INLET ADAPTER HASTELLOY	70622	02/03/2020	200329		168.00	
	400-651-581	TUBING CONNECTOR (11)	70622	02/03/2020	200329		143.00	
	400-651-581	KIT EJ RETRO	70622	02/03/2020	200329		258.00	
	400-651-581	PM KIT AUTOMATIC SWITCHOVER (2)	70622	02/03/2020	200329		230.00	
	400-651-581	KIT PM REMOTE METER	70622	02/03/2020	200329		50.00	
	400-651-581	SHOP LABOR-HYDRO VACUUM REG	70622	02/03/2020	200329		420.00	
	400-651-581	SHOP LABOR-HYDRO REMOTE METER	70622	02/03/2020	200329		90.00	
	400-651-581	SHOP LABOR-ADV MOD 201 C5 PLUG	70622	02/03/2020	200329		100.00	
	400-651-581	SHOP LABOR-ADV REMOTE METER	70622	02/03/2020	200329		75.00	
	400-651-581	SHOP LABOR-ADV EJECTOR ASSY	70622	02/03/2020	200329		70.00	
	400-651-581	SHOP LABOR-ADV AUTO SWITCHOVER	70622	02/03/2020	200329		180.00	
400	STAPLES BUSINESS ADVANTAGE DEPT ATL	201243	02/18/2020	02/12/2020			462.16	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-500	COUNTERFEIT PENS 3PK	3437389516	01/28/2020	200362		2.28	
	400-650-500	LEXMARK MX317 BLACK TONER	3437389516	01/28/2020	200362		82.68	
	400-650-500	CS 8.5X11 COPY PAPER (8)	3437389516	01/28/2020	200362		377.20	
400	CITY ELECTRIC SUPPLY CO	201244	02/18/2020	02/12/2020			234.91	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-584	WI NMFS125 (4): C BYRD LS	PAS/063441	01/30/2020	200376		18.28	
	400-651-584	WI WPSEAL075	PAS/063441	01/30/2020	200376		6.09	
	400-651-584	WI WPSEAL200 (2)	PAS/063441	01/30/2020	200376		24.58	
	400-651-584	THHN-2-STR-BLK-CU (120)	PAS/063441	01/30/2020	200376		152.76	
	400-651-584	THNN-4-STR-BLK-CU (40)	PAS/063441	01/30/2020	200376		33.20	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	ENGEL ELECTRIC LLC	201251	02/18/2020	02/12/2020			3,600.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	LABOR: REWIRE C BYRD LS		200272	01/31/2020	200272		3,600.00
400	CORE & MAIN LP	201253	02/18/2020	02/12/2020			454.74	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	3/4 BRASS ST 90 NO LEAD (6)		L685294	01/23/2020	200264		32.82
	400-651-581	3/4X3 WRAP REP CLP (12)		L685294	01/23/2020	200264		319.80
	400-651-581	1X3 REPAIR CLAMP (12)		L685294	01/23/2020	200264		102.12
400	COASTAL PROCESS LLC	201257	02/18/2020	02/12/2020			2,567.26	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	2X2 WASTEWATER COMBO AIR VALVE		15207	01/31/2020	200332		2,477.00
	400-651-584	FREIGHT: DARTMOUTH LS		15207	01/31/2020	200332		90.26
FUND TOTAL 400 Claims to		Checks	24 Total	540,370.32	Manual	Held	Total	540,370.32

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	DELTA SANITATION OF MS LLC Account Number 404-677-693	201148	02/18/2020	02/06/2020			105,271.65	
		Description		Invoice #	Date	P.O.	Amount	
		JAN 2020 RES GARBAGE (6255)		0001074232	01/31/2020		105,271.65	
FUND TOTAL 404 Claims	to	Checks	1 Total	105,271.65	Manual		Held	Total 105,271.65

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	64 Total	92,054.82 Manual	Held	Total	92,054.82
FUND 130 Claims	to	Checks	3 Total	11,429.51 Manual	Held	Total	11,429.51
FUND 171 Claims	to	Checks	1 Total	6,357.80 Manual	Held	Total	6,357.80
FUND 176 Claims	to	Checks	4 Total	478.93 Manual	Held	Total	478.93
FUND 305 Claims	to	Checks	1 Total	8,210.00 Manual	Held	Total	8,210.00
FUND 306 Claims	to	Checks	2 Total	2,878.75 Manual	Held	Total	2,878.75
FUND 307 Claims	to	Checks	1 Total	44,500.00 Manual	Held	Total	44,500.00
FUND 350 Claims	to	Checks	1 Total	241,272.00 Manual	Held	Total	241,272.00
FUND 355 Claims	to	Checks	1 Total	40,800.00 Manual	Held	Total	40,800.00
FUND 360 Claims	to	Checks	1 Total	84,144.35 Manual	Held	Total	84,144.35
FUND 400 Claims	to	Checks	24 Total	540,370.32 Manual	Held	Total	540,370.32
FUND 404 Claims	to	Checks	1 Total	105,271.65 Manual	Held	Total	105,271.65
Total for all Funds			Checks	104 Total	1,177,768.13 Manual	Held	Total 1,177,768.13

Councilman Anderson made the motion to approve the amendment to the UDO to reflect a text change, as presented, to Section 5.2.2 Table 3: Uses Permitted in Residential Districts and Table 4: Uses Permitted in Non-Residential, Public Land and Town Center Districts (City Initiated) (GPC #20-04-UDO). Councilwoman Martin seconded the motion. The motion failed due to lack of majority. Ayes were Mayor Torjusen, Councilman Anderson, and Councilwoman Martin. Nays were Councilman George, Councilman Jackson, Councilman Vaughan, and Councilman Colledge.

Gautier Planning Commission

Special Meeting Agenda

February 18, 2020

Text Change

UDO Amendment

VII. NEW BUSINESS

- A. CONSIDER A REQUEST TO AMEND THE UDO TO REFLECT A TEXT CHANGE TO SECTION 5.2.2 TABLE 3: USES PERMITTED IN RESIDENTIAL DISTRICTS AND TABLE 4: USES PERMITTED IN NON-RESIDENTIAL, PUBLIC LAND AND TOWN CENTER DISTRICTS (CITY INITIATED) (GPC #20-04-UDO)

CITY OF GAUTIER STAFF REPORT

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: January 30, 2020

Subject: Consider a request to amend the UDO to reflect a text change to Section 5.2.2 Table 3: Uses Permitted in Residential Districts and Table 4: Uses Permitted in Non-Residential, Public Land and Town Center Districts (City Initiated) (GPC #20-04-UDO)

REQUEST:

The Planning Director has requested an amendment to the Unified Development Ordinance (UDO) pursuant to Section 5.2.2 Table 3 and Table 4, to reflect a text change that would allow a church or place of worship in AG Agricultural, R-2 High Density Multi-Family Residential, C-1 Neighborhood Commercial, C-2 Community Commercial, C-3 Highway Commercial, PL Public Land and TCMU Town Center Mixed Use Districts as a Minor Conditional Use instead of a Major Conditional Use.

BACKGROUND:

The Unified Development Ordinance currently lists a church or a place of worship as a Conditional Use-Major in an AG, R-2, C-1, C-2, C-3, PL and TCMU District. The Planning Director has requested to amend the UDO to list a church or place of worship in these districts as a Conditional Use-Minor.

DISCUSSION:

The City of Gautier's Unified Development Ordinance currently lists a church or place of worship in an AG, R-2, C-1, C-2, C-3, PL and TCMU 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 church or place of worship in these districts be listed as a Conditional Use-Minor which only requires a Finding of Compatibility (FOC) by the Planning Director.

STAFF FINDINGS:

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

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:

1. 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		
	Farm	P					

Table No. 4: Uses Permitted in Non Residential, Public Land and Town Center Districts							
		C-1	C-2	C-3	I	PL	TC
	Church or Place of Worship	c	c	c		c	c
	Clinic, Medical or Dental	C	P	P			P
	Clubhouse or Lodge	C	P	P			C
	College or University					C	c
	Community Center						C
	Community Shopping Center		P	P			P
	Condominium, Residential			C		C	P
	Conference or Meeting Facility			C		P	P
	Contractor's Shop			P	P		
	Contractor's Storage Yard				P		
	Convalescent or Nursing Home	C	C	C			c
	Convenience Store	P	P	P			C
	Convention Center			C		C	P
	Correctional Facility				C		
	Country Club					C	
	Day Spa		P	P			P
	Department Store			P			P
	Drug Store	C	P	P			P
	Dry Cleaning Pick-up Station	P	P	P			P
	Dry Cleaning Plant				P		
	Dwelling Units above the 1 st Floor of Mixed Use Buildings		C	C			P
	Dump, Solid Waste				C		
	Emergency Shelter/Mission			C			
	Farmer's Market	c	c	c			P
	Fish Camp		P	P			
	Funeral Home	C	C	C			C
	Golf Course					P	
	Golf-Driving Range			P			
	Group Home for the Handicapped (less than 12 guests)	C	C	C			c
	Guest House (As Accessory Use)	c					c
	Gun Shop		C	P			C
	Half-Way House			C			
	Health Club or Fitness Center	C	P	P			P
	Health Department			P			P

Councilman Colledge made the motion to approve Consent Agenda Items 1-6, as presented. Councilman Jackson 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 306-2020

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-6 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 Jackson**, and the following vote was recorded:

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 18, 2020.

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

RESOLUTION NUMBER 048-2020

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GAUTIER REQUESTING LOCAL AND PRIVATE LEGISLATION AUTHORIZING THE GOVERNING AUTHORITIES OF THE CITY OF GAUTIER, MISSISSIPPI, TO PERMIT THE OPERATION OF GOLF CARTS AND/OR LOW SPEED VEHICLES ON PUBLIC ROADS AND STREETS AS DESIGNATED BY ORDINANCE, WITHIN THE CITY LIMITS OF THE CITY OF GAUTIER; AND FOR RELATED PURPOSES.

WHEREAS, the governing authorities of the City of Gautier, Mississippi, desire to authorize the operation of golf carts and/or low speed vehicles on public roads and streets within the city limits of the City of Gautier, Mississippi; and

WHEREAS, adoption of the attached local and private legislation would greatly assist the City in achieving this goal; and

NOW THEREFORE IT IS HEREBY RESOLVED by the Mayor and Council of the City of Gautier, Mississippi, that the Legislature is urged adopt the attached local and private legislation authorizing the governing authorities of the City of Gautier, Mississippi, to adopt an ordinance permitting the operation of golf carts and/or low speed vehicles on public roads and streets within the city limits of the City of Gautier, Mississippi; and for related purposes.

IT IS FURTHER RESOLVED that the City Clerk is directed to send a certified copy of this Resolution to the Speaker of the House, the Lieutenant Governor, and all members of the State Senate and House of Representatives who represent the City of Gautier.

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 18, 2020.

HOUSE BILL NO. ____

AN ACT TO AUTHORIZE THE GOVERNING AUTHORITIES OF THE CITY OF GAUTIER, MISSISSIPPI, TO ALLOW THE OPERATION OF GOLF CARTS AND LOW SPEED VEHICLES ON CERTAIN PUBLIC ROADS AND STREETS WITH THE CITY; TO REQUIRE INDIVIDUALS OPERATING A GOLF CART OR LOW SPEED VEHICLE TO HAVE A VALID DRIVER'S LICENSE OR TEMPORARY DRIVERS PERMIT; AND FOR RELATED PURPOSES.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MISSISSIPPI:

SECTION 1. As used in this act, unless a different meaning clearly appears in the context, the following terms shall have the following meanings:

(a) "City" means the City of Gautier, Mississippi.

(b) "Governing authorities" means the City Council of the City of Gautier, Mississippi.

(c) "Golf cart" means a motor vehicle that is designated and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of twenty-five (25) miles per hour and is equipped with a parking brake, head lamps, tail lamps, seat belts, and front and rear turn signals.

(d) "Low-speed vehicle" means any four-wheeled electric or gasoline powered vehicle that has a top speed greater than twenty (20) miles per hour but less than twenty-five (25) miles per hour and is equipped with safety equipment as required under 49 CFR Section 571.500.

SECTION 2. (1) The governing authorities of the City of Gautier, Mississippi, may, in their discretion, authorize the operation of golf carts and/or low speed vehicles only on public roads and streets as designated by ordinance, within the city limits of the City of Gautier, Mississippi. Such authorization must be embodied in an ordinance and recorded on the minutes of the City Council. Such authorization may be accompanied by conditions not inconsistent with this act and may be revoked, in whole or in part, by the governing authorities at any time.

(2) Any person operating a golf cart or low speed vehicle on the public roads and streets under this act must have in his or her possession a valid driver's license or temporary driver's permit and proof of financial responsibility as required under Section 63-15-1 et seq., Mississippi Code of 1972.

(3) Golf carts and low speed vehicles may not be operated on interstate highways or highways as designated by the comprehensive plan of the City except for the crossing of these streets, in which case the shortest traveling distance to do so shall be required. Drivers are required to operate golf carts and low speed vehicles only in the outside lane of multi-lane streets and roads, when applicable.

SECTION 3. The governing authority may, pursuant to ordinance, require registration of golf carts and/or low speed vehicles with costs to be determined.

SECTION 4. This act shall take effect and be in force from and after its passage

SENATE BILL NO. ____

AN ACT TO AUTHORIZE THE GOVERNING AUTHORITIES OF THE CITY OF GAUTIER, MISSISSIPPI, TO ALLOW THE OPERATION OF GOLF CARTS AND LOW SPEED VEHICLES ON CERTAIN PUBLIC ROADS AND STREETS WITH THE CITY; TO REQUIRE INDIVIDUALS OPERATING A GOLF CART OR LOW SPEED VEHICLE TO HAVE A VALID DRIVER'S LICENSE OR TEMPORARY DRIVERS PERMIT; AND FOR RELATED PURPOSES.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MISSISSIPPI:

SECTION 1. As used in this act, unless a different meaning clearly appears in the context, the following terms shall have the following meanings:

(a) "City" means the City of Gautier, Mississippi.

(b) "Governing authorities" means the City Council of the City of Gautier, Mississippi.

(c) "Golf cart" means a motor vehicle that is designated and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of twenty-five (25) miles per hour and is equipped with a parking brake, head lamps, tail lamps, seat belts, and front and rear turn signals.

(d) "Low-speed vehicle" means any four-wheeled electric or gasoline powered vehicle that has a top speed greater than twenty (20) miles per hour but less than twenty-five (25) miles per hour and is equipped with safety equipment as required under 49 CFR Section 571.500.

SECTION 2. (1) The governing authorities of the City of Gautier, Mississippi, may, in their discretion, authorize the operation of golf carts and/or low speed vehicles only on public roads and streets as designated by ordinance, within the city limits of the City of Gautier, Mississippi. Such authorization must be embodied in an ordinance and recorded on the minutes of the City Council. Such authorization may be accompanied by conditions not inconsistent with this act and may be revoked, in whole or in part, by the governing authorities at any time.

(2) Any person operating a golf cart or low speed vehicle on the public roads and streets under this act must have in his or her possession a valid driver's license or temporary driver's permit and proof of financial responsibility as required under Section 63-15-1 et seq., Mississippi Code of 1972.

(3) Golf carts and low speed vehicles may not be operated on interstate highways or highways as designated by the comprehensive plan of the City except for the crossing of these streets, in which case the shortest traveling distance to do so shall be required. Drivers are required to operate golf carts and low speed vehicles only in the outside lane of multi-lane streets and roads, when applicable.

SECTION 3. The governing authority may, pursuant to ordinance, require registration of golf carts and/or low speed vehicles with costs to be determined.

SECTION 4. This act shall take effect and be in force from and after its passage

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

ORDER NUMBER 307-2020

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 February 4, 2020 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 **Councilman Colledge**, seconded by **Councilman Jackson**, and the following vote was recorded:

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 18, 2020.

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

ORDER NUMBER 308-2020

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 January 2020 are 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 **Councilman Colledge**, seconded by **Councilman Jackson**, and the following vote was recorded:

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 18, 2020.

		City of Gautier		
		Business Registry		
		Jan-20		
<u>ACCOUNT#</u>	<u>LICENSE #</u>	<u>BUSINESS NAME/OWNER</u>	<u>AMOUNT</u>	<u>STATUS</u>
1117	2021-01-0006680	Grandma Lulee's Catering	\$20.00	Current
1519	2021-01-0006681	Nail Cottage	\$20.00	Current
1041	2021-01-0006682	Riverside Auto Sales	\$20.00	Current
248	2021-01-0006683	The Peoples Bank	\$20.00	Current
1639	2021-01-0006684	Toddler Town Academy	\$30.00	New Business
233	2020-01-0006685	Pyramid Homes of Gautier	\$20.00	Current
1401	2021-01-0006686	S & W Spirits	\$45.00	Current
1290	2021-01-0006687	T's Kitchen	\$20.00	Current
1200	2021-01-0006688	Family Dental Care of Gautier	\$30.00	Current
228	2021-01-0006689	Noblitt & Associates	\$20.00	Current
816	2021-01-0006690	Bond Contracting	\$20.00	Current
892	2020-12-0006691	AME Enterprises	\$22.00	Delinquent
1517	2021-01-0006692	Happy Noodle	\$20.00	Current
1640	2021-01-0006693	Your Tax Pro	\$20.00	New Business
1520	2021-01-0006694	Highway 90 Title Loans	\$20.00	Current
251	2021-01-0006695	Westside B&B	\$20.00	Current
236	2021-01-0006696	Roughwater Marine	\$75.00	Current
214	2021-01-0006697	Jerry Lee's	\$220.00	Current
284	2021-02-0006698	McGee's Connection	\$20.00	Current
1207	2021-02-0006699	Hickory Hill Wine & Liquor	\$20.00	Current
1526	2021-02-0006700	Tony Miller Knives	\$20.00	Current
1122	2021-01-0006701	Trustworthy Services	\$20.00	Current
247	2021-01-0006702	The Parisian Styling Salon	\$30.00	Current
260	2021-02-0006703	Gulf Coast Canteen of MS	\$120.00	Current
1531	2021-02-0006704	CTC Rentals	\$30.00	Current
239	2020-01-0006705	Sherwin Williams	\$40.00	Current
1463	Closed	Kim's Embroidery and Monogramming	\$0.00	Closed
1355	2021-02-0006706	Body Quest Gym	\$20.00	Current
216	2021-01-0006707	K.R. Borries Construction Company	\$20.00	Current
188	2021-01-0006708	B's Elegance	\$20.00	Current
295	2021-02-0006709	Simmon's Warehouse	\$20.00	Current
294	2021-02-0006710	Simmon's Mobile Home Park	\$20.00	Current
1515	2021-01-0006711	The Red Door Salon	\$20.00	Current
1521	2021-01-0006712	Blackdoor Boutique	\$20.00	Current
186	2021-01-0006713	Southeastern Computer Consultants	\$20.00	Current
250	2021-01-0006714	Vaughn Lauban Designs	\$20.00	Current
1196	2021-01-0006715	Wendy's	\$30.00	Current
895	2021-01-0006716	Danny Beauchamp's Wrecker's	\$20.00	Current
		Total	\$1,192.00	
		New Business	2	
		Transient Vendor	0	
		Closed Business	1	
		Delinquent Renewals Issued	1	

GAMP* Great American Market Place*

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

ORDER NUMBER 309-2020

WHEREAS, the Gautier Senior Steering Committee was reestablished on February 6, 2018; and

WHEREAS, the goals and duties of the Senior Steer Committee are to assist in the development of recommendations for policy governing the use of the Gautier Senior Center buildings, equipment, and grounds, and for the purpose of assisting programs and activities aimed at providing senior recreation and leisure time activities for the elderly community of the City of Gautier; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the following appointment to the Gautier Senior Steer Committee is hereby approved:

Appointment: Ward 5 - Milton Ricks

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 Jackson**, and the following vote was recorded:

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 18, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 2/11/2020
Subject: Authorization to appoint a new member to the Gautier Senior Steer Committee

REQUEST:

The Recreation Department requests City Council approval to appoint Milton Ricks of Ward 5 to the Gautier Senior Steer Committee to fill a vacancy.

BACKGROUND:

The goal/ duties of the Senior Steer committee are to assist in the development of recommendations for policy governing the use of the Gautier Senior Center buildings, equipment, and grounds, and for the purpose of assisting programs and activities aimed at providing senior recreation and leisure time activities for the elderly community of the City of Gautier. The ultimate goal for the Senior Center is to provide more programming and to grow our senior participation.

DISCUSSION:

The Senior Steer Committee was reestablished on February 6, 2018. Since that time, some positions have been vacated. After approval of Milton Ricks of Ward 5, the following wards will still need to fill vacant positions: Ward 2 – two vacancies, Ward 3 – one vacancy, Ward 5- one vacancy, Councilwoman at Large – 1 vacancy, Mayor – 1 vacancy.

RECOMMENDATION:

The Recreation Department recommends that City Council approve the resolution to appoint Milton Ricks of Ward 5 to the Senior Steer Committee.

City Council May:

- 1) Approve the appointment for Milton Ricks of Ward 5 to the Senior Steer Committee;
- 2) Not approve the appointment for Milton Ricks of Ward 5 to the Senior Steer Committee.

ATTACHMENTS:

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

ORDER NUMBER 310-2020

WHEREAS, the City previously entered a contract with David Rush Construction, LLC to perform improvements to a two-story historic log cabin known as the “Wilson House”, which was donated to the city by Mr. Brian Britt; and

WHEREAS, Change Order No. 1 to that Contract includes the addition of numerous roofing items as outlined in the attached documentation; and

WHEREAS, Change Order No. 1 would also raise the second floor walls in order to correct the wall flashing at the windows, and to reconnect walls and roof for structure purpose as outlined in the attached documentation; and

WHEREAS, there is a \$30,500 contingency allowance written into the contract for corrections of existing conditions and additional work; and

WHEREAS, Change Order No. 1 costs would total \$28,341.43, thereby leaving \$2,158.57 in that contingency line item; and

WHEREAS, this project is being funded through Tidelands and the general obligation bond; and

WHEREAS, Goodwyn Mills Cawood has reviewed the change order and recommends approval of Change Order 1, including all proposed “options”;

WHEREAS, the Mayor and Council Members find it is in the best interest of the City of Gautier to approve Change Order 1; 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 Change Order No.1 for the Shepard State Park Log Cabin, Phase III, 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 **Councilman Colledge**, seconded by **Councilman Jackson**, and the following vote was recorded:

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 18, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Brenda Greco, Administrative Clerk
Date: 2/11/2020
Subject: Log Cabin Phase III — Change Order No. 1

REQUEST:

The Grants and Projects Department requests that City Council approve Change Order No. 1 for the Shepard State Park Log Cabin, Phase III, project.

BACKGROUND:

A two-story historic log cabin known as the “Wilson House” was donated to the city by Mr. Brian Britt. The building was originally constructed in the early 1920's alongside US Highway 49 in Gulfport, Mississippi. The structure was built by Walter Alfred Cox and became the homestead of Clark Wilson and his wife, Marjorie Welch Wilson. The 3,000-square-foot cabin is made of southern yellow pine logs, and has been relocated from the northeast corner of Dobson Road and Allen Road to the entrance of Shepard State Park.

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

Phase II's scope of work included front and back stairs, landings, guards, handrails, concrete ADA ramp, back wall construction and repairs, roof repairs, sealant, exterior doors, window glass replacements, etc.

Phase III includes the completion of the exterior repairs and all interior renovations, to include electrical, mechanical and plumbing.

DISCUSSION:

Change Order No. 1 would remove the roof metal and 1X4s from the porches, lower roof on the south side, east side at porches, 20' on the north side and remove wall flashing around the second floor; install a full adhesive underlayment on porches; install new treated 1X4s in all areas where metal was removed, with window tape to be installed between the treated 1X4 and metal; install new transition metal extending 16" under upper roof and 16" over porch roof; install new valley metal, new eve metal, eve metal at porch overhangs, and new hip capping on 6 hips; remove trim and siding around second floor walls and install new wall flashing; reinstall existing metal, replace 15' of bent roof metal on the west side that was not in base contract; replace all screws with new long-life screws, and install seam tape on all seams (\$13,791.41).

Change Order No. 1 would also remove the additional metal on the east side, north side and south side; install new metal on the entire lower roof except where existing new metal is installed; install treated 1X4s under areas not included in first estimate; and install new eve metal around house areas (\$6,568.03).

Change Order No. 1 would remove metal roofing, hip and ridge capping, gable trim and 1X4s on second floor roof; install treated 1X4 sleepers, new metal roofing, eve trim, gable trim, ridge and hip capping (\$4,036.50).

Change Order No. 1 would also raise the second floor walls in order to correct the wall flashing at the windows and to reconnect walls and roof for structure purpose; remove 2X4 scabs where it was cut and upper walls and roof was removed; raise the second floor roof 2" (in order to correctly flash in walls to roof) and install new

full length 2X4s beside existing and repair wall framing as needed; and repair rotten window sills on south side (\$3,945.49).

This change order would not increase the contract amount. There was a \$30,500 contingency allowance written into the contract for corrections of existing conditions and additional work. Change Order No. 1 costs would total \$28,341.43, thereby leaving \$2,158.57 in that contingency line item.

Goodwyn Mills Cawood has reviewed the change order and recommends approval. This project is being funded through Tidelands and the general obligation bond.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve Change Order No. 1 for the Shepard State Park Log Cabin, Phase III, project.

The City Council may:

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

ATTACHMENTS:

1. COR #1 with GMC Recommendation



Goodwyn Mills Cawood

11 North Water Street
Suite 15250
Mobile, AL 36602

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

www.gmcnetwork.com

February 5, 2020

Ms. April Stennett
Grants and Projects Director
City of Gautier
3330 Highway 90
Gautier, MS 39553

RE: Shepard Park Welcome Center Phase III
for the City of Gautier
GMC PROJECT NO.: AMOB190011

Dear Ms. Stennett:

We have reviewed the submitted Change Order Request from David Rush Construction, LLC for costs associated with repairs to the metal roof and raising the 2nd floor walls. This change order is for an increase in the amount of \$28,341.43. We have reviewed this change order and find it to be reasonable, fair and equitable, and therefore should be accepted.

Attached is a detailed description of the work to be performed for your review and consideration.

If you have any questions regarding the response to the above change order request, please do not hesitate to call.

Sincerely,

GMC, PLLC

A handwritten signature in blue ink, appearing to read 'Chris Lunsford', written over the printed name.

Christopher N. Lunsford, AIA
Sr. Architect

/djh
Attachment

JANUARY 27TH, 2020

GMC, PPLC

11 North Water St., Suite 15250
Mobile AL 36602

City of Gautier

3330 Highway 90
Gautier MS 39553

SHEPARD PARK WELCOME CENTER PHASE III

1034 Graveline Rd., Gautier, MS 39571

REQUEST FOR CHANGE ORDER

After removing sections of roof panels around the roof checking for rotten 1X4s, the conclusion is as the attached drawing, pictures and as described in repairs and three options.

Repairs:

- 1) Remove the roof metal, 1X4s, from the porches, lower roof on the south side, east side at porches, 20' on the north side. Remove wall flashing around 2nd floor.
- 2) Install a full adhesive underlayment on porches.
- 3) Install new treated 1X4s in all areas where metal was removed. Window tape will install between treated 1X4 and metal.
- 4) Install new transition metal extending 16" under upper roof and 16" over porch roof.
- 5) Install new valley metal, new eave metal eave metal at porch overhangs and new hip capping on 6 hips.
- 6) Remove trim and siding around 2nd floor walls and install new wall flashing.
- 7) Reinstall existing metal, replace 15' of bent roof metal on the west side that was not in base contract.
- 8) Replace all screws with new long-life screws. Install seam tape on all seams.

Labor for roof repairs 3 men @ \$62.00 X 90 hrs \$ 5,580.00

Labor for cleanup 1 man @ \$12.00 X 9hrs \$ 108.00

Labor burden 35% \$ 1,990.80

Total labor \$ 7,678.80

Materials \$ 5,562.61

Dumpster \$ 450.00

Total \$13,791.41

Option 1: Change all metal on lower roof:

- 1) Remove the additional metal on the east side, north side and south side.
- 2) Install new metal on the entire lower roof except where existing new metal is installed, where new metal was included in 1st estimate and base contract.

- 3) Install treated 1X4s under areas not included in 1st estimated
- 4) Install new eve metal around house areas.

Labor for roof repairs 3men @ \$62.00 X 32 hrs	\$1,984.00
Labor for cleanup 1 man @ \$12.00 X 8 hrs	\$ 108.00
Labor burden 35%	<u>\$ 732.20</u>
Total labor	\$2,824.20
Materials	<u>\$3,743.83</u>
Total added option	\$6,568.03

Option 2: Remove metal roofing, hip & ridge capping, gable trim and 1X4s on 2nd floor roof. Install treated 1X4 sleepers, new metal roofing, eve trim, gable trim, ridge and hip capping.

Labor for roof repairs 3 men @ \$62.00 X 24 hrs	\$1,488.00
Labor for cleanup 1 man @ \$12.00 X 6 hrs	\$ 72.00
Labor burden 35%	<u>\$ 546.00</u>
Total labor	\$2,106.00
Materials	<u>\$1,930.50</u>
Total added option	\$4,036.50

Raising 2nd floor walls: The original roof and upper walls was cut off and moved separate and reset back down and 2' 2X4 scabs was used to reconnect to structure. In-order to correct the wall flashing at the windows without raising the windows and to reconnect walls and roof for structure purpose; the following is proposed:

- 1) Remove 2X4 scabs where was cut and upper walls and roof was removed. Raise the 2nd floor roof 2" (in-order to correctly flash in walls to roof) and install new full length 2X4s beside existing and repair wall framing as needed.
- 2) Repair rotten window sills on south side. Note installing flashing and exterior repair needed to install new walls flashing is included in roof repairs.

Labor 3 men @ \$62.00 per hr X 35 hrs	\$2,232.00
Labor burden 35%	<u>\$ 741.20</u>
Total labor	\$3,013.20
Materials	<u>\$ 933.29</u>
Total	\$3,945.49

Note: all existing shingles will remain, full adhesive underlayment (peel-in-stick) will only install on the 1/12 porch roofs.

Total of Change order 1 \$28,341.43

PHILLIPS BUILDING SUPPLY - GULFPORT
9185 HWY 49 - GULFPORT MS 39503
P O BOX 3059
GULFPORT, MS 39505
PHONE: (228) 868-1101

PAGE NO: 1

CUSTOMER NO: 3329 JOB NO: 022 PURCHASE ORDER:

REFERENCE:
CHANGE ORDER QUOTE 1 - REPAIRS

CREATED BY:
BNC

DATE / TIME:
1/27/20 12:58

CUSTOMER:
DAVID RUSH
18391 RUNNYMEDE RD.

DELIVERY ADDRESS:
SHEPHARD PARK
1034 GRAVELINE RD

SALESPERSON: 56 BILL COMPHER
TAX: G5 GULFPORT EXEMPT SALES

TERMINAL: 554

PASS CHRISTIAN MS 39571
228-263-4820

GAUTIER MS 39553
228-263-4820

EXPIRATION DATE: 2/26/20

ESTIMATE: 540985

LN#	QUANTITY	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE /PER	EXTENSION
1	118	LF	TRP26GP	36" COVERAGE TUFF RIB PANEL		118	2.69 /LF	317.42 N
2				PAINTED GREEN 26 GA				
3				4 PCS 12'0" 5 PCS 14'0"				
4	12	EA	MT97	20" BIG HIP CAP		12	24.90 /EA	298.80 N
5				6 PCS 20'0"				
6	24	EA	UNIV1.5	UNIVERSAL CLOSURE 1 1/2" X 25'		24	10.95 /EA	262.80 N
8	8	EA	MMP	TRANSITION TRIM 33" STRETCH		8	42.90 /EA	343.20 N
9				16" X 16" W/HEM, 1/12 - 6/12				
10	12	EA	MMP	ENDWALL FLASHING 12" STRETCH		12	15.60 /EA	187.20 N
11				5" VERTICAL, 6" + HEM @ 6/12				
12	11	EA	MMP	EAVE TRIM 6" STRETCH		11	11.40 /EA	125.40 N
13				3" HORIZ W/2.5" FACE				
15	6	EA	ICEH2O	ICE H2O 2 SQ RL SMOOTH		6	83.99 /EA	503.94 N
16	33	BG	XLT10-1.5	LONG LIFE # 10 X 1 1/2" SCREWS		33	39.95 /BG	1,318.35 N
17				250 PC BAG				



Continued...

PHILLIPS BUILDING SUPPLY - GULFPORT
 9185 HWY 49 - GULFPORT MS 39503
 P O BOX 3059
 GULFPORT, MS 39505
 PHONE: (228) 868-1101

PAGE NO: 2

CUSTOMER NO: 3329 JOB NO: 022 PURCHASE ORDER:

REFERENCE:
 CHANGE ORDER QUOTE 1 - REPAIRS

CREATED BY:
 BNC

DATE / TIME:
 1/27/20 12:58

CUSTOMER:
 DAVID RUSH
 18391 RUNNYMEDE RD.

DELIVERY ADDRESS:
 SHEPHARD PARK
 1034 GRAVELINE RD

SALESPERSON: 56 BILL COMPER
 TAX: G5 GULFPORT EXEMPT SALES

TERMINAL: 554

PASS CHRISTIAN MS 39571
 228-263-4820

GAUTIER MS 39553
 228-263-4820

EXPIRATION DATE: 2/26/20

ESTIMATE: 540985

LN#	QUANTITY	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE /PER	EXTENSION
18 19	8	BG	XLTL14-7/8	LONG LIFE #14 X 7/8" SCREWS 250 PC BAG		8	39.95 /BG	319.60 N
TAXABLE								0.00
NON-TAXABLE								3676.71
SUB-TOTAL								3676.71
TAX AMOUNT								0.00
TOTAL AMOUNT								3676.71

X

ACCEPTED BY



PHILLIPS BUILDING SUPPLY - GULFPORT
 9185 HWY 49 - GULFPORT MS 39503
 P O BOX 3059
 GULFPORT, MS 39505
 PHONE: (228) 868-1101

PAGE NO: 1

CUSTOMER NO: 3329 JOB NO: 022 PURCHASE ORDER:

REFERENCE:
 C.O. QUOTE #5 **REPAIRS**

CREATED BY:
 BNC

DATE / TIME:
 1/27/20 1:32

CUSTOMER:
 DAVID RUSH
 18391 RUNNYMEDE RD.

DELIVERY ADDRESS:
 SHEPHARD PARK
 1034 GRAVELINE RD

SALESPERSON: 56 BILL COMPER
 TAX: G5 GULFPORT EXEMPT SALES

TERMINAL: 554

PASS CHRISTIAN MS 39571
 228-263-4820

GAUTIER MS 39553
 228-263-4820

EXPIRATION DATE: 2/26/20

ESTIMATE: 541017

LN#	QUANTITY	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE /PER	EXTENSION
1	180	EA	1416PT	1X4-16 PRESSURE TREATED		180	7.39 /EA	1,330.20 N
2	1	EA	967788	POWER PRO WOOD SCREWS 9X3 BKT		1	120.99 /EA	120.99 N
3	29	EA	VYCOR	VYCOR 4" X 100' ROLL		29	14.99 /EA	434.71 N
							TAXABLE	0.00
							NON-TAXABLE	1885.90
							SUB-TOTAL	1885.90
							TAX AMOUNT	0.00
							TOTAL AMOUNT	1885.90

X

ACCEPTED BY



PHILLIPS BUILDING SUPPLY - GULFPORT
 9185 HWY 49 - GULFPORT MS 39503
 P O BOX 3059
 GULFPORT, MS 39505
 PHONE: (228) 868-1101

PAGE NO: 1

CUSTOMER NO: 3329 JOB NO: 022 PURCHASE ORDER:

REFERENCE:
 C.O. QUOTE 2 **OPTION 1**

CREATED BY:
 BNC

DATE / TIME:
 1/27/20 1:57

CUSTOMER:
 DAVID RUSH
 18391 RUNNYMEDE RD.

DELIVERY ADDRESS:
 SHEPHARD PARK
 1034 GRAVELINE RD

SALESPERSON: 56 BILL COMPHER
 TAX: G5 GULFPORT EXEMPT SALES

TERMINAL: 554

PASS CHRISTIAN MS 39571
 228-263-4820

GAUTIER MS 39553
 228-263-4820

EXPIRATION DATE: 2/26/20

ESTIMATE: 541002

LN#	QUANTITY	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE /PER	EXTENSION
1	1307	LF	TRP26GP	36" COVERAGE TUFF RIB PANEL		1307	2.69 /LF	3,515.83 N
2				PAINTED GREEN 26 GA				
3				72 PCS @ 14'0" 26 PCS @ 11'6"				
4	20	EA	MT1053	EAVE TRIM TR/RP - 3" FACE		20	11.40 /EA	228.00 N
5				6/12				
							TAXABLE	0.00
							NON-TAXABLE	3743.83
							SUB-TOTAL	3743.83
							TAX AMOUNT	0.00
							TOTAL AMOUNT	3743.83

X

ACCEPTED BY



PHILLIPS BUILDING SUPPLY - GULFPORT
9185 HWY 49 - GULFPORT MS 39503
P O BOX 3059
GULFPORT, MS 39505
PHONE: (228) 868-1101

PAGE NO: 1

CUSTOMER NO: 3329 JOB NO: 022 PURCHASE ORDER:

REFERENCE: C.O. QUOTE 3 **Option 2**

CREATED BY: BNC

DATE / TIME: 2/5/20 2:55

CUSTOMER:
DAVID RUSH
18391 RUNNYMEDE RD.

DELIVERY ADDRESS:
SHEPARD PARK
1034 GRAVELINE RD

SALESPERSON 56 BILL COMPHER
TAX: G5 GULFPORT EXEMPT SALES

TERMINAL 554

PASS CHRISTIAN MS 39571
228-263-4820

GAUTIER MS 39553
228-263-4820

EXPIRATION DATE: 2/26/20

ESTIMATE: 541013

LN#	QUANTITY	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE /PER	EXTENSION
1	1	EA	MT97	20" BIG HIP CAP		1	24.90 /EA	24.90 N
2	6	EA	MT97	20" BIG HIP CAP		6	24.90 /EA	149.40 N
3				4 PCS @ 15'				
4	6	EA	UNIV1.5	UNIVERSAL CLOSURE 1 1/2" X 25'		6	10.95 /EA	65.70 N
5	14	EA	MT1053	EAVE TRIM TR/RP - 3" FACE		14	11.40 /EA	159.60 N
6				4" FLAT				
7	480	LF	TRP26GP	36" COVERAGE TUFF RIB PANEL		480	2.69 /LF	1,291.20 N
8				PAINTED GREEN 26 GA				
9				30 PCS @ 16'0"				
10	4	BG	XLT10-1.5	LONG LIFE # 10 X 1 1/2" SCREWS		4	39.95 /BG	159.80 N
11				250 PC BAG				
12	2	BG	XLTL14-7/8	LONG LIFE #14 X 7/8" SCREWS		2	39.95 /BG	79.90 N
13				250 PC BAG				
TAXABLE								0.00
NON-TAXABLE								1930.50
SUB-TOTAL								1930.50
TAX AMOUNT								0.00
TOTAL AMOUNT								1930.50

X

ACCEPTED BY



PHILLIPS BUILDING SUPPLY - GULFPORT
 9185 HWY 49 - GULFPORT MS 39503
 P O BOX 3059
 GULFPORT, MS 39505
 PHONE: (228) 868-1101

PAGE NO: 1

CUSTOMER NO: 3329 JOB NO: 022 PURCHASE ORDER:

REFERENCE:
 C.O. QUOTE #4 RAISE ROOF

CREATED BY:
 BNC

DATE / TIME:
 1/27/20 1:16

CUSTOMER:
 DAVID RUSH
 18391 RUNNYMEDE RD.

DELIVERY ADDRESS:
 SHEPHARD PARK
 1034 GRAVELINE RD

SALESPERSON: 56 BILL COMPHER
 TAX: G5 GULFPORT EXEMPT SALES

TERMINAL: 554

PASS CHRISTIAN MS 39571
 228-263-4820

GAUTIER MS 39553
 228-263-4820

EXPIRATION DATE: 2/26/20

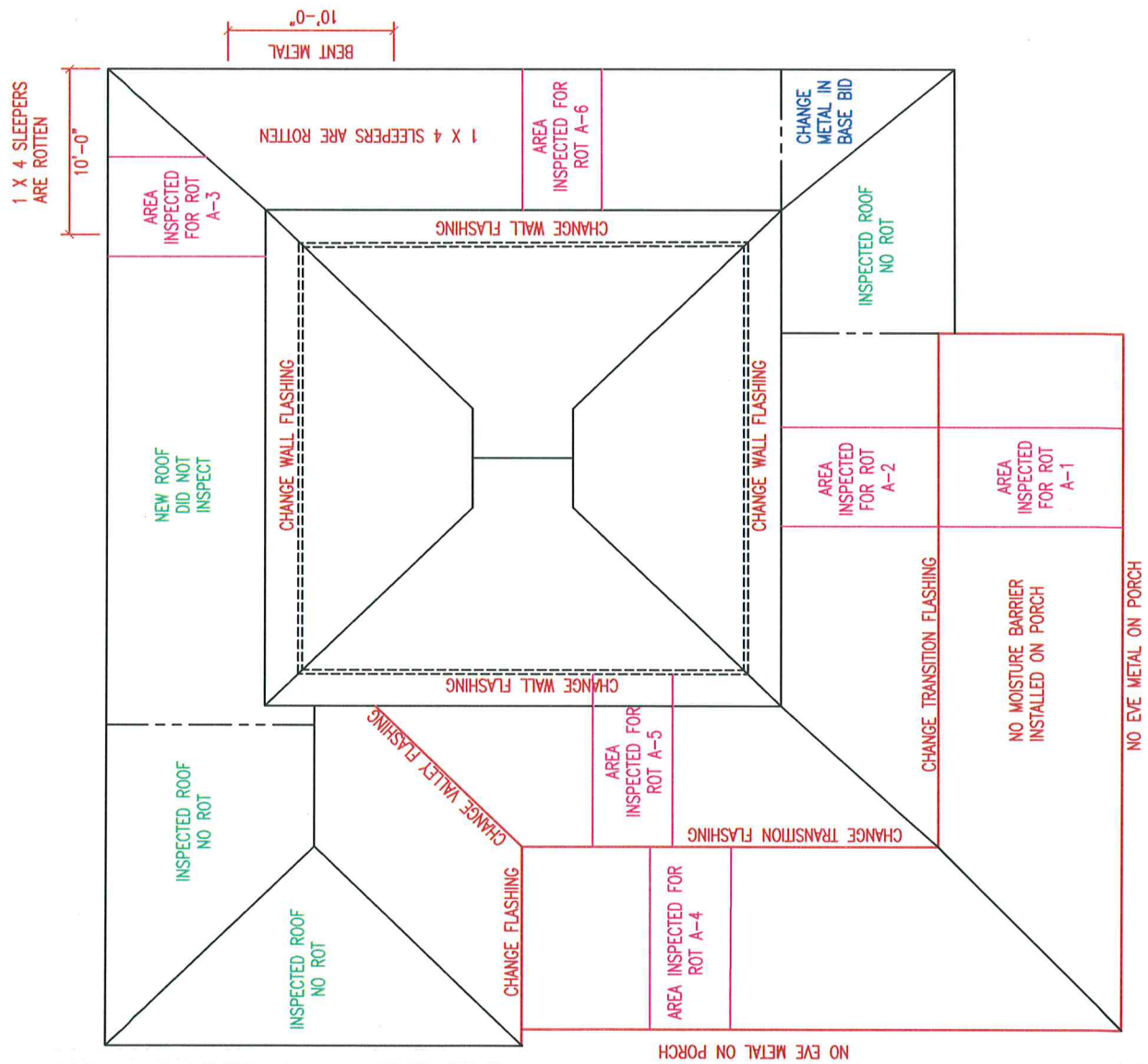
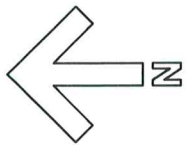
ESTIMATE: 541015

LN#	QUANTITY	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE /PER	EXTENSION
1	160	EA	248YP	2X4-8 PINE		160	2.79 /EA	446.40 N
2	8	EA	6616PT	6X6-16 PRESSURE TREATED		8	43.99 /EA	351.92 N
3	3	BX	P10D	PASLODE 10D BRIGHT 650836		3	44.99 /BX	134.97 N
4				3 X 120 #097971				
TAXABLE								0.00
NON-TAXABLE								933.29
SUB-TOTAL								933.29
TAX AMOUNT								0.00
TOTAL AMOUNT								933.29

X

ACCEPTED BY







No eve metal installed on porch



Area inspected for rot A-1



Area inspected for rot A-2



Area inspected for rot A-3



Area inspected for rot A-4



Area inspected for rot A-5



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

ORDER NUMBER 311-2020

WHEREAS the Recreational Trails Program (RTP) is an assistance program of the U.S. Department of Transportation's Federal Highway Administration (FHWA); and

WHEREAS the RTP provides funds to states to develop and maintain recreational trails and trail-related facilities motorized and non-motorized recreational trail uses; and

WHEREAS, the city may apply for up to \$120,000 in grant funding, which would require a 20% match of up to \$30,000.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the submission of an application to the Mississippi Department of Wildlife, Fisheries and Parks for a Mississippi Recreational Trails Program grant for a fitness trail at Bacot Park is hereby authorized.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 18, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: February 18, 2020
Subject: Request to submit an application to the MS Dept. of Wildlife, Fisheries and Parks for a MS Recreational Trails Program grant

REQUEST:

The Grants and Projects Department requests City Council authorization for the submission of a grant application to the Mississippi Department of Wildlife, Fisheries and Parks for a Mississippi Recreational Trails Program grant for a fitness trail at Bacot Park.

BACKGROUND:

The U.S. Congress first authorized the Recreational Trails Program in 1991. For 2013 and 2014, the Federal funds have been reauthorized as a set-aside from the new Transportation Alternatives Program. The Recreational Trails Program (RTP) is an assistance program of the U.S. Department of Transportation's Federal Highway Administration (FHWA). The RTP provides funds to states to develop and maintain recreational trails and trail-related facilities for motorized and non-motorized recreational trail uses.

DISCUSSION:

A grant application is proposed for up to \$150,000 for improvements to Bacot Park for a non-motorized trail. The project would include a half-mile, 8-foot-wide concrete trail with exercise/fitness modules, benches, garbage receptacles, etc. The RTP is a reimbursement program that requires grant recipients to pay 100% of the cost of an item before submitting a request for payment for 80% of eligible costs. The 20% match can be from cash, donation of materials or services at fair market value. The total project cost would equal no more than \$150,000 (\$120,000 grant, plus \$30,000 match).

RECOMMENDATION:

Staff recommends that City Council authorize submission of a grant application for the Mississippi RTP grant for up to \$120,000 in grant funding with a 20% cash/in-kind match up to \$30,000.

City Council may:

1. Authorize submission of an application for up to \$120,000 in grant funding as described above; or
2. Authorize submission of a grant application with changes; or
3. Not approve submission of a grant application.

ATTACHMENT(S):

N/A

A discussion was held regarding a sidewalk requirement for property located at 6510 US-90. Councilman Colledge made the motion to direct the City Manager to add 90 days to the certificate of occupancy requirement for a sidewalk, during which, the City will explore legal options for a future, permanent agreement. Mayor Torjusen seconded the motion. The vote was carried unanimously.

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 the settlement with William Siebrase and JCUA Litigation. Councilman Jackson seconded the motion. The vote was carried unanimously.

Councilman Colledge made the motion to approve the settlement of \$656.54 to William Ray Siebrase in relation to his damaged recreational vehicle. Councilwoman Martin seconded the motion. The vote was carried unanimously.

Councilman Colledge made the motion to reenter open session. Councilwoman Martin seconded the motion. The vote was carried unanimously.

Councilman Vaughan made the motion to adjourn until March 3, 2020 at 6:30pm. Councilman George 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 March 3, 2020.

**CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
March 3, 2020**

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES:
