

REVISED AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
April 7, 2020 @ 6:30 PM

I. Call to Order

1. Prayer

2. Pledge of Allegiance

II. Agenda Order Approval

III. Announcements

IV. Presentation Agenda

1. Sexual Assault Awareness Month Proclamation

V. Business Agenda

1. Approval of a Limited Use Agreement between the City of Gautier and First Methodist Church of Gautier

☐	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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3. Discussion items per Councilman Vaughan:

- a. Hazardous pay for Public Safety and Employees in high risk conditions**
- b. Lowering utility bills by half for at least one month**
- c. Request placing informative flyer in utility bills regarding COVID-19**

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

1. Authorization to approve Change Order No. 4 for the Shepard State Park Log Cabin, Phase III, project
2. Authorization to approve Change Order No. 1 for the Robinson Still Road Water and Sewer Project
3. Receive February 2020 Finance Report
4. Order approving minutes from the following Council Meetings: Regular Meeting held March 3rd; Recessed Meeting held March 17th; and Recessed Special Call Meeting held March 21st.
5. Consideration of a Resolution approving the continuation of a Declaration of Local Emergency pertaining to COVID-19.
6. Authorization to declare Friday, April 10, 2020 Good Friday as a legal holiday for the City of Gautier

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 April 21, 2020 at 6:30 pm
www.gautier-ms.gov

**CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
April 7, 2020**

ITEM DESCRIPTION:

ANNOUNCEMENTS

NONE

NOTES:

**CITY OF GAUTIER, MISSISSIPPI
PRESENTATION AGENDA
April 7, 2020**

ITEM DESCRIPTION:

PRESENTATION AGENDA

- 1. Sexual Assault Awareness Proclamation**

NOTES:

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

WHEREAS, the City of Gautier shares a critical concern for victims of sexual violence and a desire to support their needs for justice and healing; and; and

WHEREAS, in 2019 the Gulf Coast Center for Nonviolence served the needs of 184 adult and child victims of sexual assault through rape crisis interventions at hospitals and individual and group counseling sessions;

WHEREAS, current estimates suggest as few as 1 in 5 sexual assaults will be reported to law enforcement and less than 3 percent will result in the conviction and incarceration of the perpetrator; and

WHEREAS, research shows that victims are far more likely to disclose their sexual assault to a friend or family member, and when these loved ones respond with doubt, shame, or blame, victims suffer additional negative effects on their physical and psychological well-being; and

WHEREAS, the national *Start by Believing* public awareness campaign is designed to improve the responses of friends, family members, and community professionals, so they can help victims to access supportive resources and engage the criminal justice system;

WHEREAS, advocates, professionals, volunteers, and concerned community members will devote the month of April to raising public awareness of the crisis of sexual assault as National Sexual Assault Awareness Month, encouraging people across our community to *Start by Believing* victims of sexual assault

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

Sexual Assault 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 7th, day of April, 2020.

Phil Torjusen, Mayor
City of Gautier, Mississippi

CITY OF GAUTIER
Business Agenda Item #1
Fact Sheet

Council Meeting:
Title:

April 7, 2020
Approval of a Limited Use Agreement between the
City of Gautier and First Methodist Church of
Gautier

Introduced by:
Contact Person/Telephone

City Manager 497-8000 ext. 306

Summary Explanation: Approval of a Limited Use Agreement between the City of Gautier and First Methodist Church of Gautier

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

**LIMITED USE AGREEMENT BETWEEN THE CITY OF GAUTIER, MISSISSIPPI
AND FIRST UNITED METHODIST CHURCH OF GAUTIER, MISSISSIPPI**

This Limited Use Agreement of Real Property (hereinafter, “the Agreement”) is executed to be effective the __ day of April, 2020, between the City of Gautier, Mississippi (hereinafter, “the City”) and First United Methodist Church of Gautier, Mississippi (hereinafter “First United Methodist”).

WHEREAS, the former Singing River Mall Site (hereinafter, the “Mall Site”) is leased and maintained by the City of Gautier and owned by Singing River LLC; and

WHEREAS, First United Methodist desires to utilize a portion of the Mall Site for its Social Distance Services (hereinafter, “the Services”) on a weekly basis, each Sunday from ____ to ____; and

WHEREAS, the portion of the Mall Site sought for the Event (hereinafter, “the Service Site”) is graphically depicted on the attached “Exhibit A”; and

WHEREAS, pursuant to Miss. Code Ann. 21-17-1, the City has the authority to enter such an agreement;

WHEREAS, First United Methodist desires use of the Service Site from for the duration of the COVID-19 pandemic; and

WHEREAS, the Service Site is not being utilized for any municipal purpose or operation during the times of proposed Services; and

WHEREAS, due to the short duration of the proposed use, the conventional method of leasing municipal property is not desirable for the financial welfare of the City; and

WHEREAS, the Services will promote and foster the development and improvement of the local community and the economic welfare thereof; and

WHEREAS, the City desires to allow First United Methodist to utilize the Event Site for this purpose and duration at no cost;

THEREFORE, in consideration of the following mutual covenants and conditions the City and First United Methodist agree to the following terms:

1. The Services Site may be utilized by First United Methodist on each Sunday as referenced above so long as the COVID-19 pandemic is declared a local emergency, and as further dictated herein.
2. First United Methodist agrees and represents that it will require attendees to remain in their vehicles for the duration of the Services, which will be provided to attendees through radio transmission.
3. First United Methodist agrees and represents that it will prohibit person-to-person contact during the Services, and at all times, CDC and Mississippi Department of Health recommendations and guidelines with respect to prevention of COVID-19 will be enforced.
4. First United Methodist agrees and represents that if the above guidelines and recommendations are not adhered to during the Services, the City shall unilaterally terminate this Limited Use Agreement.
5. First United Methodist, in consideration for the use of the property during the above time frame, agrees to leave the property in the same condition as it existed before the Event.
6. First United Methodist will provide all necessary physical items required to conduct the Event.
7. First United Methodist will not keep or have any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on

the premises or that might be considered hazardous by a responsible insurance company.

8. If, at any time, the City loses control or rights to the Property, this Agreement shall immediately terminate without further action by either party.
9. First United Methodist agrees to maintain liability insurance with liability limits of \$500,000.00, with said insurance to cover, as a named insured or as an additional insured, the City of Gautier and its employees, agents, representative, and council members for any claims arising, directly or indirectly, from the Services.
10. Both parties acknowledge that this agreement is for the limited purpose of governing the activities described herein, and that any future use will require a separate use agreement as may be appropriate.
11. Both parties acknowledge that this agreement, its enforcement, and the interpretation of its provisions shall be governed by the laws of the State of Mississippi.
12. If the City determines, in its sole discretion, that the Property is required for a municipal purpose, the parties agree this Limited Use Agreement will be immediately terminated.
13. The points of contact for purposes of this agreement are:

Name: Paula Yancey

Name: Ken Taylor

Entity: City of Gautier

Entity: First United Methodist Church

Phone: (228) 497-8000

Phone: (228) _____

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

IN WITNESS WHEREOF, the parties have caused this Amendment to the Agreement to be executed on the dates shown below.

City of Gautier, Mississippi

First United Methodist Church of Gautier,
Mississippi

By: _____
Paula Yancey, City Manager

By: _____
Ken Taylor, Authorized Representative of
First United Methodist Church of Gautier,
Mississippi

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

Council Meeting:
Title:

**April 7, 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 April 7, 2020.

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CABLE ONE INC	201578	04/07/2020	03/17/2020			205.12	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	MAR 2020: #107718371		03012020	03/08/2020			205.12
001	CABLE ONE INC	201579	04/07/2020	03/17/2020			62.38	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	MAR CABLE BOX: #118476316		03012020	03/08/2020			62.38
001	PITNEY BOWES GLOBAL FINANCIAL SERVS	201612	04/07/2020	03/18/2020			422.97	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	LEASE PMT: POSTAGE MACHINE		3310782424	03/06/2020			422.97
001	FUELMAN	201615	04/07/2020	03/18/2020			2,122.93	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP57906660	03/16/2020			60.06
	001-092-525	UNL FUEL		NP57906660	03/16/2020			21.68
	001-100-525	UNL FUEL		NP57906660	03/16/2020			1,654.26
	001-161-525	UNL FUEL		NP57906660	03/16/2020			320.04
	001-170-525	UNL FUEL		NP57906660	03/16/2020			66.89
001	MALLETTE BROTHERS CONSTRUCTION INC	201643	04/07/2020	03/18/2020			324.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-576	4.32 ASPHALT TN		21307	02/29/2020			324.00
001	MSC 7511	201682	04/07/2020	03/19/2020			470.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	FFO200-01 RENTAL FEE		INV3562816	03/06/2020			470.88
001	SINGING RIVER ELECTRIC COOPERATIVE	201696	04/07/2020	03/26/2020			542.72	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	BROWN FD 95237002		03152020	03/23/2020			230.51
	001-161-631	MARTIN BLUFF FD 58380001		03172020	03/24/2020			191.78
	001-201-629	SIGNAL LIGHTS 17546		03172020	03/24/2020			33.59
	001-092-631	CITY LIMIT SIGN 17546		03172020	03/24/2020			27.17
	001-100-631	MBLUFF SUB STN 58521002		03172020	03/24/2020			59.67
001	AT&T	201699	04/07/2020	03/26/2020			164.53	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		2284977070	03/14/2020			164.53
001	AT&T	201700	04/07/2020	03/26/2020			33.46	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	NCIC TELECOM		2284970262	03/14/2020			33.46
001	AT&T	201701	04/07/2020	03/26/2020			277.62	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		2284972172	03/14/2020			277.62

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AT&T	201704	04/07/2020	03/26/2020			3,208.67	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		2284978000	03/14/2020			3,208.67
001	GLOBALSTAR	201706	04/07/2020	03/26/2020			86.30	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		0011072465	03/16/2020			86.30
001	ADVANCE AUTO PARTS	201707	04/07/2020	03/26/2020			7.35	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-559	2032 COIN BATT 2PK: REMOTES		3950	02/06/2020			7.35
001	LOCAL GOVERNMENT SERVICES LLC	201715	04/07/2020	03/27/2020			2,945.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-601	FF SERVS: CENTERPOINT		1847	03/16/2020			550.00
	001-021-601	FF - LEGAL SERVS: CENTERPOINT		1850	03/20/2020			2,395.00
001	SBM REPORTING LLC	201716	04/07/2020	03/27/2020			175.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-698	03/05/20 PLANNING MTG		MP1094	03/20/2020			175.00
001	MSC 7511	201717	04/07/2020	03/27/2020			165.64	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	FNK100-01 RENTAL FEE		INV3581206	03/19/2020			160.26
	001-100-699	MPC2504EX USAGE:B/W		INV3581206	03/19/2020			5.30
	001-100-699	MPC2504EX USAGE:COLOR		INV3581206	03/19/2020			.08
001	ENTERPRISE FUND	201719	04/07/2020	03/27/2020			21,823.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-104	TR MDEQ WIRE: FUND 360		03242020	03/24/2020			21,823.25
001	HANCOCK WHITNEY BANK	201725	04/07/2020	03/27/2020			7,981.42	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-815	PMT1: L# 76607 CARAVAN		219671	03/23/2020			7,981.42
001	FUELMAN	201726	04/07/2020	03/30/2020			1,333.98	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP57929562	03/23/2020			17.20
	001-100-525	UNL FUEL		NP57929562	03/23/2020			937.78
	001-161-525	UNL & DSL FUEL		NP57929562	03/23/2020			242.69
	001-170-525	UNL FUEL		NP57929562	03/23/2020			73.84
	001-205-525	UNL & DSL FUEL		NP57929562	03/23/2020			62.47
001	CABLE ONE INC	201735	04/07/2020	03/31/2020			83.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	APR 2020: NFD #122024383		03162020	03/23/2020			83.32

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CABLE ONE INC	201736	04/07/2020	03/31/2020			83.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	APR 2020: CFD #122024089		03162020	03/23/2020			83.32
001	CABLE ONE INC	201737	04/07/2020	03/31/2020			83.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	APR 2020: SFD #122025091		03162020	03/23/2020			83.32
001	FUELMAN	201740	04/07/2020	03/31/2020			1,158.58	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-525	UNL FUEL		NP57956534	03/30/2020			932.81
	001-161-525	UNL & DSL FUEL		NP57956534	03/30/2020			225.77
001	MSC 7511	201744	04/07/2020	03/31/2020			113.14	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	GEMG00-01 RENTAL FEE		INV3591820	03/25/2020			113.14
001	SINGING RIVER ELECTRIC COOPERATIVE	201746	04/07/2020	03/31/2020			1,993.52	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-631	POLICE STATION 66298004		03182020	03/26/2020			1,194.73
	001-201-629	SIGNAL LIGHT 89113001		03182020	03/26/2020			64.31
	001-170-631	CITY PARK RESTRMS 89912001		03182020	03/26/2020			431.89
	001-201-633	STREET LIGHTS 90345002		03182020	03/26/2020			145.21
	001-092-631	RECORDS BLDG 90790001		03182020	03/26/2020			115.68
	001-170-631	FRAZIER RESTRMS 98546001		03182020	03/26/2020			41.70
001	SINGING RIVER ELECTRIC COOPERATIVE	201747	04/07/2020	03/31/2020			956.71	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	DOLPHIN ST 94987002		03182020	03/26/2020			77.06
	001-201-633	DOLPHIN ST 94988002		03182020	03/26/2020			79.53
	001-201-633	DOLPHIN ST 94989002		03182020	03/26/2020			76.26
	001-201-633	DOLPHIN ST 94990002		03182020	03/26/2020			572.20
	001-201-633	WM PAYNE 100244001		03182020	03/26/2020			63.13
	001-201-633	WM PAYNE 100245001		03182020	03/26/2020			88.53
001	SINGING RIVER ELECTRIC COOPERATIVE	201748	04/07/2020	03/31/2020			8,522.71	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	STREET LIGHTING 10054		03182020	03/26/2020			5,994.45
	001-201-629	SIGNAL LIGHTS 10054		03182020	03/26/2020			666.03
	001-092-631	CITY HALL 10054		03182020	03/26/2020			897.94
	001-170-631	FRAZIER PARK 10054		03182020	03/26/2020			51.98
	001-170-631	SENIOR BLDG 10054		03182020	03/26/2020			149.87
	001-161-631	CENTRAL FD 10054		03182020	03/26/2020			343.29
	001-170-631	CITY PARK 10054		03182020	03/26/2020			148.72
	001-092-631	PUBLIC WORKS 10054		03182020	03/26/2020			243.45
	001-092-631	HWY 90 SIGN 10054		03182020	03/26/2020			26.98

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	201749	04/07/2020	03/31/2020			799.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-631	SPORTS PAVILION 66582005		03182020	03/26/2020			113.94
	001-170-631	ROUNDABOUT 102311002		03182020	03/26/2020			25.00
	001-161-631	SOUTH FD 76008001		03192020	03/27/2020			252.71
	001-170-631	BACOT PARK 10137		03192020	03/27/2020			254.02
	001-201-629	SIGNAL LIGHTS 10138		03192020	03/27/2020			128.83
	001-170-631	BACOT SPLASHPAD 103751001		03192020	03/27/2020			25.00
001	ENTERPRISE FUND	201752	04/07/2020	03/31/2020			96,387.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-104	TR MDEQ WIRE: FUND 360		03312020	03/31/2020			96,387.60
001	SOUTHERN PEST CONTROL INC	201753	04/07/2020	03/31/2020			403.30	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	CITY FACILITES		356965	03/24/2020			403.30
001	CABLE ONE INC	201754	04/07/2020	03/31/2020			83.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	MAR 2020 SUBSTN: #107718827		03012020	03/08/2020			83.32
001	ALABAMA MEDIA GROUP	201755	04/07/2020	03/31/2020			67.92	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-615	NOTICE: GPC #20-06-SE		0009549042	03/15/2020	200538		16.80
	001-090-615	NOTICE: GPC #20-07-SE		0009549045	03/15/2020	200538		16.56
	001-090-615	NOTICE: GPC #20-08-SE		0009549051	03/15/2020	200538		17.04
	001-090-615	NOTICE: GPC #20-09-CU		0009549052	03/15/2020	200538		17.52
001	ESTABROOK MOTOR CO INC	201756	04/07/2020	03/31/2020			169.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-638	PRGM FORD ESCAPE KEYS (2)		462956	03/12/2020	200513		169.00
001	REYNOLDS WHOLESALE CO	201757	04/07/2020	03/31/2020			442.18	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-559	100CT PF LATEX GLOVES BX (4)		66288	03/13/2020	200535		27.80
	001-170-559	12CT/19OZ LYSOL SPRAY		66288	03/13/2020	200535		75.48
	001-170-559	12/8" BROWN TOWELS (3)		66288	03/13/2020	200535		71.85
	001-170-559	CS BMF TOWELS (2)		66288	03/13/2020	200535		39.90
	001-170-559	100CT 38X58 CAN LINER (3)		66288	03/13/2020	200535		98.85
	001-170-559	4CT/1GAL VB ANTIBACT SOAP		66288	03/13/2020	200535		51.80
	001-170-559	CS JUMBO JR TISSUE (3)		66288	03/13/2020	200535		76.50
001	MID SOUTH UNIFORM & SUPPLY INC	201758	04/07/2020	03/31/2020			581.23	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	SBA M1 CONCEALABLE CARRIER		602963	03/16/2020	200176		79.50
	001-100-535	SS NAVY SHIRTS (3)		603309	03/24/2020	200546		139.29
	001-100-535	LS NAVY SHIRTS		603309	03/24/2020	200546		49.43
	001-100-535	WHITE TEX TROP SS SHIRT		603309	03/24/2020	200546		48.62
	001-100-535	NAVY UNIFORM PANTS (3)		603309	03/24/2020	200546		136.08
	001-100-535	POLO SHIRT NAVY SS (3)		603309	03/24/2020	200546		128.31

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CUSTOM PRODUCTS CORPORATION	201760	04/07/2020	03/31/2020			344.58	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-565	FREIGHT		332466	03/10/2020	200506		14.94
	001-201-565	SLOW SPEED BUMP SIGN 18X24 (2)		332466	03/10/2020	200506		63.32
	001-201-565	SUTER RD SIGN 18X48		332822	03/17/2020	200484		135.59
	001-201-565	STREET SIGNS (4)		332822	03/17/2020	200484		87.40
	001-201-565	FREIGHT		332822	03/17/2020	200484		43.33
001	HAYGOODS INDUSTRIAL ENGRAVERS INC	201761	04/07/2020	03/31/2020			65.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	5X7 FIREFIGHTER - YEAR PLAQUE		29619	03/16/2020	200539		40.00
	001-100-559	8X10 OFFICER - YEAR PLAQUE		29618	03/16/2020	200542		25.00
001	GOODYEAR AUTO CENTER	201763	04/07/2020	03/31/2020			547.12	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	P225/60R18 99W EAG: U #12458		217843	03/20/2020	200520		547.12
001	WASTE OIL COLLECTORS INC	201764	04/07/2020	03/31/2020			210.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-698	STOP CHARGE: PUMP USED OIL		0023607	03/10/2020	200518		80.00
	001-205-698	STOP CHG: DRUM P-UP/DEL		0023607	03/10/2020	200518		80.00
	001-205-698	DRUM OIL FILTERS DISPOSAL		00023607	03/10/2020	200518		50.00
001	DIXIE GLASS MS GULF COAST	201768	04/07/2020	03/31/2020			717.85	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-635	INSTL PLANNING GLASS: COVID 19		I043324	03/13/2020	200529		717.85
001	SECURE NETWORKS LLC	201769	04/07/2020	03/31/2020			1,303.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-704	LXK B2236DW LASER PRINTER (4)		4128	03/22/2020	200553		540.00
	001-092-704	FUJITSU SCANSNAP IX500		4128	03/22/2020	200553		533.00
	001-092-704	SHIPPING: COVID 19		4128	03/22/2020	200553		15.00
	001-092-704	SONICWALL LIC (5): COVID 19		4132	03/23/2020	200555		215.00
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	201770	04/07/2020	03/31/2020			343.56	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-500	UNIVERSAL STAMP ORIGINAL		3441338210	03/04/2020	200495		9.79
	001-100-500	VERBATIM DVD+DVR 100PK		3441338210	03/04/2020	200495		22.89
	001-100-500	VERBATIM SLEEVE DVD 100PK		3441338210	03/04/2020	200495		4.89
	001-100-500	STAMP GREEN COPY		3441541344	03/06/2020	200495		6.90
	001-040-500	HP 05A BLACK TONER 2PK		3441338209	03/04/2020	200496		143.08
	001-022-500	3X3 POST-IT NOTES YLW 12PK		3441338209	03/04/2020	200496		2.06
	001-022-500	HIGHLAND PAD POST-IT 12PK		3441338209	03/04/2020	200496		2.18
	001-090-559	LOGITECH WIRELESS MK320		3441338209	03/04/2020	200496		21.99
	001-040-500	LOGITECH WIRELESS COMBO MK710		3442767341	03/19/2020	200540		64.89
	001-045-500	LOGITECH WIRELESS COMBO MK710		3442767341	03/19/2020	200540		64.89

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	WATCHGUARD VIDEO	201773	04/07/2020	03/31/2020			9,860.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-740	EVIDENCE LIBRARY 4WEB 4RE (2)	4RE0010644	03/18/2020	200430		300.00	
	001-100-740	4RE STD HD DVR CAMERA SYS (2)	4RE0010644	03/18/2020	200430		9,110.00	
	001-100-740	SHIPPING/PROCESSING CHARGES	4RE0010644	03/18/2020	200430		50.00	
	001-100-740	FRT CAMERA 4RE HD PANORAMIC (2)	4RE0010644	03/18/2020	200430		400.00	
001	AYERS DISTRIBUTING CO	201774	04/07/2020	03/31/2020			2,224.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-513	CS/1000 CANDY FILLED EGGS (12)	9285	03/11/2020	200521		556.00	
	001-170-513	CS/1000 TOY FILLED EGGS (4)	9285	03/11/2020	200521		1,668.00	
001	APOSTC LAW ENFORCEMENT ACADEMY	201775	04/07/2020	03/31/2020			500.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-681	REG FEE FTO COURSE:WALKER, A	1468	01/22/2020	200357		100.00	
	001-100-681	REG FEE FTO COURSE:SEYMOUR, D	1468	01/22/2020	200357		100.00	
	001-100-681	REG FEE PS COURSE:HOGGARD, C	1470	01/28/2020	200358		100.00	
	001-100-681	REG FEE PS COURSE:LANGFITT, A	1471	01/29/2020	200381		100.00	
	001-100-681	REG FEE PS COURSE:WILLIAMS, T	1471	01/29/2020	200381		100.00	
001	SENTRY SPORTS A TO Z LLC	201777	04/07/2020	03/31/2020			1,360.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-637	TWIST-SEAL SOCKETS (20)	251	03/16/2020	200497		1,360.00	
001	POPPS FERRY SALES AND SERVICE	201781	04/07/2020	03/31/2020			19,200.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-702	EXMARK MOWER: S/N #406427175	200508	03/11/2020	200508		9,600.00	
	001-170-702	EXMARK MOWER: S/N #406427176	200508	03/11/2020	200508		9,600.00	
001	MARATHON MEDICAL CORPORATION	201782	04/07/2020	03/31/2020			1,517.91	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-510	BABY WIPE CS 12/PK80: COVID19	0126119-IN	03/23/2020	200552		30.19	
	001-092-510	BABY WIPE CS 12/PK80: COVID19	0126119-IN	03/23/2020	200552		30.19	
	001-092-510	BABY WIPE CS (50): COVID19	0126119-IN	03/23/2020	200552		1,231.50	
	001-092-510	BABY WIPE CS 12/PK40: COVID19	0126119-IN	03/23/2020	200552		24.63	
	001-092-510	FREIGHT	0126119-IN	03/23/2020	200552		201.40	
001	ECONOMY BOOTS SALES & SERVICE	201783	04/07/2020	03/31/2020			100.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-535	SZ DUTY BOOTS: THOMAS, B	19379	03/25/2020	200545		100.00	
001	RED RIVER SPECIALTIES INC	201785	04/07/2020	03/31/2020			2,058.23	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-698	RANGER PRO 30GAL (90)	701535	03/13/2020	200528		1,327.50	
	001-170-698	2.5GAL RRSI MARK BLUE (7.5)	701535	03/13/2020	200528		198.75	
	001-170-698	FREIGHT CHARGES	701535	03/13/2020	200528		99.98	
	001-170-698	1GAL BIFEN-ANT KILLER (8)	701542	03/13/2020	200528		432.00	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FAMILY FROZEN FOODS	201788	04/07/2020	03/31/2020			322.96	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-510	LYSOL LEMON 32OZ (6)	0074064	03/30/2020	200551		28.74	
	001-092-510	SANI-TYZE CLNR 1QT (6)	0074064	03/30/2020	200551		29.70	
	001-092-510	GLOVE VINYL PF XLG 100CT (18)	0074064	03/30/2020	200551		143.10	
	001-092-510	TISSUE 96/2PLY (2)	0074064	03/30/2020	200551		99.90	
	001-092-510	BLEACH ULTRA PRO GAL (8)	0074064	03/30/2020	200551		21.52	
001	SECURE NETWORKS LLC	201830	04/07/2020	04/01/2020			7,577.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	SONICWALL RENEWAL: PD	4120	03/18/2020			1,612.00	
	001-092-698	CLOUD STORAGE RENEW: C HALL	4121	03/18/2020			1,130.00	
	001-092-698	BACK UP APPL MAINT: C HALL	4121	03/18/2020			904.00	
	001-092-698	SONICWALL RENEWAL: C HALL	4122	03/18/2020			767.00	
	001-100-699	CLOUD STORAGE RENEW: PD	4123	03/18/2020			1,758.00	
	001-100-699	BACKUP APPL MAINT: PD	4123	03/18/2020			1,406.00	
001	SECURE NETWORKS LLC	201831	04/07/2020	04/01/2020			2,969.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-704	DELL INSPIRON 15" LAPTOP (2)	4126	03/18/2020			1,462.00	
	001-092-704	MS HOME & BUSINESS 2019 (2)	4126	03/18/2020			586.00	
	001-092-704	LENOVO LAPTOP 15.6"	4126	03/18/2020			628.00	
	001-092-704	MS HOME & BUSINESS 2019	4126	03/18/2020			293.00	
FUND TOTAL	1 Claims	to	Checks	53 Total	205,502.10 Manual	Held	Total	205,502.10

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
171	SEYMOUR ENGINEERING PLLC	201732	04/07/2020	03/30/2020			3,567.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	171-300-720	ENGINEERING: FITNESS TRAIL		7540	03/25/2020			720.00
	171-300-720	ENGINEERING: FITNESS TRAIL		7555	03/25/2020			2,847.50
171	FASTENAL COMPANY	201765	04/07/2020	03/31/2020			306.58	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	171-300-720	9.5OZ A7+CARTRIDGE (5)		MSPAS86223	03/04/2020	200444		178.00
	171-300-720	10OZ ADH REPL NOZZLE (6)		MSPAS86223	03/04/2020	200444		20.16
	171-300-720	5/8X2 GALV SQ WASHER (10)		MSPAS86223	03/04/2020	200444		31.20
	171-300-720	T-ROD GALV 5/8-11X6 #47622		MSPAS86223	03/04/2020	200444		41.38
	171-300-720	SDS+3/4X8 OAL #0234900		MSPAS86223	03/04/2020	200444		35.84
171	BAYOU CONCRETE LLC	201767	04/07/2020	03/31/2020			1,080.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	171-300-720	9 YD 3000 PSI: FITNESS TRAIL		191525	03/05/2020	200482		1,080.00
FUND TOTAL 171 Claims	to	Checks	3 Total	4,954.08	Manual	Held	Total	4,954.08

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY	201684	04/07/2020	03/24/2020			16,250.09	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	172-350-650	LIBRARY SUPPORT		MAR 2020	03/20/2020			16,250.09
FUND TOTAL 172 Claims	to	Checks	1 Total	16,250.09	Manual		Held	Total 16,250.09

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AD2 INC	201569	04/07/2020	03/16/2020			501.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-699	HOSTING FEE MAR 2020	3599	03/15/2020			36.50	
	176-170-699	SHOPPING CART FEE MAR 2020	3599	03/15/2020			115.00	
	176-170-699	WEB SIT MAINT:02/15-03/14/2020	3599	03/15/2020			350.00	
176	AT&T	201702	04/07/2020	03/26/2020			175.81	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-605	MONTHLY SERVICE	2284972244	03/14/2020			175.81	
176	AT&T	201703	04/07/2020	03/26/2020			52.05	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-605	MAR 2020: SSP INTERNET	285615432	03/11/2020			52.05	
176	FUELMAN	201727	04/07/2020	03/30/2020			15.11	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-525	UNL FUEL	NP57929562	03/23/2020			15.11	
176	SINGING RIVER ELECTRIC COOPERATIVE	201745	04/07/2020	03/31/2020			2,203.90	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-631	PARK FACILITIES 76854002	03192020	03/27/2020			2,154.24	
	176-170-631	HOUSE 76855002	03192020	03/27/2020			49.66	
176	HARWELLS AC INSTALLATION AND REPAIR	201778	04/07/2020	03/31/2020			4,100.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-702	REPL 3TON AIR HANDLER	200480	03/12/2020	200480		4,100.00	
176	J H WRIGHT & ASSOCIATES INC	201786	04/07/2020	03/31/2020			1,131.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-720	KEEN GRINDER PUMP 2HP	422283	03/12/2020	200510		710.00	
	176-170-720	KEEN SIMPLEX CONTROL PANEL	422283	03/12/2020	200510		325.00	
	176-170-720	ANCHOR CONTROL FLOAT	422283	03/12/2020	200510		96.00	
FUND TOTAL 176 Claims	to	Checks	7 Total	8,179.37	Manual	Held	Total	8,179.37

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
250	FIRST NATIONAL BANK TRUST DEPT	201614	04/07/2020	03/18/2020			213,390.63	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	250-680-801	PRN PMT: S2018 REV BOND		05012020	03/15/2020			140,000.00
	250-680-811	INT PMT: S2018 REV BOND		05012020	03/15/2020			73,390.63
FUND TOTAL 250 Claims	to	Checks	1 Total	213,390.63	Manual	Held	Total	213,390.63

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	201721	04/07/2020	03/27/2020			6,172.03	
		Description DESIGN SERVICES		Invoice # 1078354	Date 03/20/2020	P.O.	Amount	
							6,172.03	
FUND TOTAL 303 Claims	to	Checks	1 Total	6,172.03	Manual	Held	Total	6,172.03

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
304	SEYMOUR ENGINEERING PLLC	201730	04/07/2020	03/30/2020			38,615.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	304-510-762	FINAL TOPOGRAPHIC SURVEY 100%		7539	03/25/2020			9,625.00
	304-510-762	FINAL DESIGN 100%		7539	03/25/2020			28,990.00
304	SEYMOUR ENGINEERING PLLC	201731	04/07/2020	03/30/2020			5,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	304-510-762	GEOTECHNICAL ENG 100%		7538	03/25/2020			5,000.00
FUND TOTAL 304 Claims	to	Checks	2 Total	43,615.00	Manual		Held	Total 43,615.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
305	SHERWIN-WILLIAMS COMPANY	201759	04/07/2020	03/31/2020			1,226.98	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	305-300-721	SHERCRYL SEMI-GLOSS 5GAL (10)	76838	03/06/2020	200353		459.90	
	305-300-721	KKU METAL PRIMER GRY 5GAL (10)	76838	03/06/2020	200353		455.30	
	305-300-721	CLRTP CONCRETE PAINT 5GAL (10)	76838	03/06/2020	200353		285.80	
	305-300-721	SHARK GRIP ADDITIVE (2)	76838	03/06/2020	200353		25.98	
305	GRAND VIEW SECURITY LLC	201776	04/07/2020	03/31/2020			26,000.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	305-300-701	IP CAMERA SYSTEM	200517	03/25/2020	200517		13,000.00	
	305-300-701	IP CAMERA SYSTEM PACKAGE:LABOR	200517	03/25/2020	200517		13,000.00	
FUND TOTAL 305 Claims	to	Checks	2 Total	27,226.98	Manual	Held	Total	27,226.98

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
306	DAVID RUSH CONSTRUCTION LLC	201720	04/07/2020	03/27/2020			93,781.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	306-176-721	RENOVATION 68.21%		003	03/23/2020			93,781.75
FUND TOTAL 306 Claims	to	Checks	1 Total	93,781.75	Manual		Held	Total 93,781.75

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
353	DNA UNDERGROUND LLC Account Number 353-722-766	201723	04/07/2020	03/27/2020			21,132.61	
		Description CONSTRUCTION (WTR) 38.1%		Invoice # 2	Date 03/25/2020	P.O.	Amount	21,132.61
353	DNA UNDERGROUND LLC Account Number 353-726-768	201724	04/07/2020	03/27/2020			33,802.50	
		Description CONSTRUCTION (SWR) 28.1%		Invoice # 2	Date 03/25/2020	P.O.	Amount	33,802.50
FUND TOTAL 353 Claims	to	Checks	2 Total	54,935.11	Manual		Held	Total 54,935.11

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
354	HUDSON CONTRACTING INC	201722	04/07/2020	03/27/2020			41,422.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	354-722-766	CONSTRUCTION: WATER		4	03/22/2020			16,931.25
	354-726-768	CONSTRUCTION: SEWER		4	03/22/2020			24,491.25
354	SEYMOUR ENGINEERING PLLC	201729	04/07/2020	03/30/2020			2,662.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	354-722-603	CONSTRUCTION ADMIN 90%		7536	03/25/2020			862.50
	354-722-603	RESIDENT PROJECT REP 90%		7536	03/25/2020			1,800.00
FUND TOTAL 354 Claims	to	Checks	2 Total	44,085.00	Manual	Held	Total	44,085.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
355	WAGGONER ENGINEERING INC	201739	04/07/2020	03/31/2020			40,800.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	355-723-762	DESIGN: WTR SUPPLY & TRMT		36679	03/05/2020			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	SEYMOUR ENGINEERING PLLC	201733	04/07/2020	03/30/2020			33,553.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	360-726-762	TOPOGRAPHIC SURVEY 100%		7537	03/25/2020			3,580.00
	360-726-787	MDEQ PROJECT MANAGER 20%		7537	03/25/2020			5,000.00
	360-726-762	ENGINEERING DESIGN 50%		7537	03/25/2020			24,973.00
FUND TOTAL 360 Claims	to	Checks	1 Total	33,553.00	Manual	Held	Total	33,553.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	AT&T	201570	04/07/2020	03/16/2020			68.39	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284972276	03/06/2020			68.39
400	UNITED PARCEL SERVICE	201611	04/07/2020	03/18/2020			17.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-607	RTN CC MACHINE: FIRST DATA		Y99492100	03/07/2020			17.10
400	MISSION COMMUNICATIONS LLC	201613	04/07/2020	03/18/2020			1,737.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	RENEWAL: ISLE OF PINES		1038105	03/06/2020			347.40
	400-651-698	RENEWAL: LOUIS ALEXIS		1038105	03/06/2020			347.40
	400-651-698	RENEWAL: SOUNDVIEW		1038105	03/06/2020			347.40
	400-651-698	RENEWAL: OST WEST		1038105	03/06/2020			347.40
	400-651-698	RENEWAL: GRAVELINE @ CSV RR		1038105	03/06/2020			347.40
400	FUELMAN	201616	04/07/2020	03/18/2020			96.71	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP57906660	03/16/2020			96.71
400	2018-2019 BOND DEBT SERVICE FUND	201618	04/07/2020	03/18/2020			18,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	APR 2020: 2018 BOND DS		04012020	04/01/2020			18,000.00
400	2018-2019 BOND DEBT SERVICE FUND	201619	04/07/2020	03/18/2020			34,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	APR 2020: 2019 BOND DS		04012020	04/01/2020			34,000.00
400	MALLETTE BROTHERS CONSTRUCTION INC	201644	04/07/2020	03/18/2020			309.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-585	4.12 ASPHALT TN		21307	02/29/2020			309.00
400	MSC 7511	201681	04/07/2020	03/19/2020			364.98	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	FNK100-01 RENTAL FEE		INV3564423	03/09/2020			166.49
	400-650-698	MPC4504 USAGE:B/W		INV3564423	03/09/2020			42.39
	400-650-698	MPC4504 USAGE:COLOR		INV3564423	03/09/2020			156.10
400	CITY OF GAUTIER	201683	04/07/2020	03/24/2020			43,427.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-821	ST LNS #3 90/57 SWR		03092020	03/09/2020			7,877.45
	400-680-822	ST LNS #4 90/57 WTR		03092020	03/09/2020			10,948.67
	400-680-822	ST LNS #4 90/57 SWR		03092020	03/09/2020			9,019.22
	400-680-823	ST LNS #5 ALLEN RD		03092020	03/09/2020			2,149.95
	400-680-824	ST LNS #6 OLD SPAN TR		03092020	03/09/2020			3,765.83
	400-680-825	ST LNS #7 OLD SPAN TR		03092020	03/09/2020			9,665.99

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER ELECTRIC COOPERATIVE	201697	04/07/2020	03/26/2020			2,313.67	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STATIONS 20649		03152020	03/23/2020			938.73
	400-651-631	LIFT STATIONS 28779		03152020	03/23/2020			91.05
	400-651-631	SCHOONER WELL 20688		03122020	03/19/2020			1,069.07
	400-651-631	LIFT STATIONS 20688		03122020	03/19/2020			214.82
400	SINGING RIVER ELECTRIC COOPERATIVE	201698	04/07/2020	03/26/2020			5,649.55	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 89327001		03172020	03/24/2020			67.11
	400-651-631	LIFT STNS 89702001		03172020	03/24/2020			27.17
	400-651-631	LIFT STNS 17881		03172020	03/24/2020			2,677.24
	400-651-631	WATER WELLS 17881		03172020	03/24/2020			2,878.03
400	AT&T	201705	04/07/2020	03/26/2020			245.46	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284975234	03/14/2020			245.46
400	SOUTHERN PEST CONTROL INC	201713	04/07/2020	03/27/2020			60.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	TREAT BACK PW BUILDING		171-13775	03/05/2020			60.00
400	ARISTA INFORMATION SYSTEMS INC	201714	04/07/2020	03/27/2020			4,675.59	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	FEB 2020 STATEMENTS		29317	03/12/2020			1,175.59
	400-650-698	FEB 2020 STATEMENTS		1425202003	03/12/2020			3,500.00
400	DUST BUNNY JANITORIAL	201718	04/07/2020	03/27/2020			420.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	DISINFECT UTILITY BLDG:COVID19		DBJS00092	03/23/2020			420.00
400	FUELMAN	201728	04/07/2020	03/30/2020			49.07	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP57929562	03/23/2020			49.07
400	CABLE ONE INC	201738	04/07/2020	03/31/2020			71.41	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	APR 2020: #107663106		03162020	03/23/2020			71.41
400	FUELMAN	201741	04/07/2020	03/31/2020			31.36	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP57956534	03/30/2020			31.36
400	ANSER	201743	04/07/2020	03/31/2020			414.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	BASE RATE: 3/18/20-4/14/20		277-031820	03/18/2020			414.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER ELECTRIC COOPERATIVE	201750	04/07/2020	03/31/2020			7,240.71	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	IONIZATION PLANT 99216002		03182020	03/26/2020			153.26
	400-651-631	LIFT STATIONS 17882		03182020	03/26/2020			2,443.46
	400-651-631	WATER WELLS 17882		03182020	03/26/2020			3,483.16
	400-651-631	CITY HALL SOUTH 17882		03182020	03/26/2020			1,160.83
400	SINGING RIVER ELECTRIC COOPERATIVE	201751	04/07/2020	03/31/2020			3,568.97	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 17875		03192020	03/27/2020			217.62
	400-651-631	LIFT STNS 17883		03192020	03/27/2020			1,875.00
	400-651-631	LIFT STNS 17884		03192020	03/27/2020			1,476.35
400	GIBSON ELECTRIC MOTOR SALES & SERV INC	201762	04/07/2020	03/31/2020			7,546.52	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	15HP ELECT MOTOR:DARTMOUTH LS		44237	03/09/2020	200485		1,054.00
	400-651-584	3HP SINGLE PH PUMP: REPR LS-33		44240	03/11/2020	200531		2,187.00
	400-651-584	3HP SINGLE PH PUMP: REPR LS-33		44248	03/12/2020	200531		1,691.00
	400-651-581	100HP PUMP MOTOR: MALL WELL		44261	03/24/2020	200556		2,614.52
400	M T DEASON COMPANY INC	201766	04/07/2020	03/31/2020			79.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	#4 LOCK METER KEYS (4)		85875	03/06/2020	200504		79.80
400	STAPLES BUSINESS ADVANTAGE DEPT ATL	201771	04/07/2020	03/31/2020			286.41	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-500	HP 952 3PK COLOR INK		3441949317	03/11/2020	200514		69.01
	400-650-500	HP 305X BLK TONER		3441949317	03/11/2020	200514		85.68
	400-650-500	LEXMARK MX317/417/517/617 RET		3441949317	03/11/2020	200514		82.68
	400-650-500	LEGAL FILE FOLDER 100BX (3)		3441949317	03/11/2020	200514		45.72
	400-650-500	LETTER OPENER 2PK		3441949317	03/11/2020	200514		2.76
	400-650-500	JUMBO PAPER CLIPS 1000CT		3441949317	03/11/2020	200514		.56
400	CITY ELECTRIC SUPPLY CO	201772	04/07/2020	03/31/2020			288.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	200A PWR MTR SCKT		PAS/064535	03/17/2020	200548		98.00
	400-651-584	2" HUB		PAS/064535	03/17/2020	200548		10.09
	400-651-584	2P-120/240V-30A CB		PAS/064535	03/17/2020	200548		12.95
	400-651-584	GROUND ROD GALV 5/8X8		PAS/064535	03/17/2020	200548		9.67
	400-651-584	5/8 GROUND ROD CLAMP		PAS/064535	03/17/2020	200548		.96
	400-651-584	BARE SD 4 1000 REEL (8)		PAS/064535	03/17/2020	200548		6.64
	400-651-584	1/4 MINI STRAP (6)		PAS/064535	03/17/2020	200548		.34
	400-651-584	2 TERMINAL ADAPTER		PAS/064535	03/17/2020	200548		1.15
	400-651-584	2" CONDUIT HANGERS W/BOLT (3)		PAS/064535	03/17/2020	200548		2.97
	400-651-584	2" SE CAP CLAMP ON		PAS/064535	03/17/2020	200548		10.51
	400-651-584	THHN 2/0 BLK 19STR-CU (30)		PAS/064535	03/17/2020	200548		69.15
	400-651-584	THHN 1/0 BLK 19STR-CU (15)		PAS/064535	03/17/2020	200548		28.08
	400-651-584	NON MET COND 1-1/4X100FT (10)		PAS/064535	03/17/2020	200548		17.00
	400-651-584	WI 2PC STR CONN 1-1/4 (2)		PAS/064535	03/17/2020	200548		9.14
	400-651-584	1-1/4 FEMALE ADAPTER		PAS/064535	03/17/2020	200548		.95

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CITY ELECTRIC SUPPLY CO	201772	04/07/2020	03/31/2020			288.75	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	1 1/4 PIPE STRAP 2HOLES (3)		PAS/064535	03/17/2020	200548		1.95
	400-651-584	2" PVC SCH 40 (10)		PAS/064535	03/17/2020	200548		9.20
400	MAGNOLIA PUMP AND EQUIPMENT INC	201779	04/07/2020	03/31/2020			430.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-583	8203 STATOR/LINER ASSY (5)		7844	03/18/2020	200550		415.40
	400-651-583	FREIGHT		7844	03/18/2020	200550		15.00
400	CIFRA CONSTRUCTION COMPANY LLC	201780	04/07/2020	03/31/2020			1,480.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-635	PONY WALL-DOOR UNIT: COVID19		3965	03/17/2020	200537		1,480.00
400	LYMAN WELL COMPANY	201784	04/07/2020	03/31/2020			400.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	INSTL OFFICE WELL: LABOR		19051	03/13/2020	200533		400.00
400	J H WRIGHT & ASSOCIATES INC	201787	04/07/2020	03/31/2020			7,905.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-767	M152 WIRELESS ALARM (3):SCADA		422214	03/10/2020	200378		4,650.00
	400-651-767	ANNUAL SERVICE 1 YEAR (3)		422214	03/10/2020	200378		1,044.00
	400-651-767	FREIGHT		422214	03/10/2020	200378		80.00
	400-651-584	LRG FLOAT 40FT CORD (10)		422400	03/17/2020	200462		650.00
	400-651-584	ANCHOR CONTROL FLOAT(10)		422400	03/17/2020	200462		350.00
	400-651-584	KEE-LCG2SL 2HP GRINDER PUMP		422394	03/17/2020	200544		710.00
	400-651-584	KEEN CONTROL PANEL		422394	03/17/2020	200544		325.00
	400-651-581	ANCHOR CONTROL FLOAT (3)		422394	03/17/2020	200544		96.00
400	CUSTOM PRODUCTS CORPORATION	201806	04/07/2020	04/01/2020			209.44	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-559	UTLTY WRK AHEAD ROLLUP SGN (4)		332822	03/17/2020			164.44
	400-650-559	FREIGHT		332822	03/17/2020			45.00
FUND TOTAL 400 Claims		to	Checks	30 Total	141,386.40	Manual	Held	Total 141,386.40

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	53 Total	205,502.10 Manual	Held	Total	205,502.10
FUND 171 Claims	to	Checks	3 Total	4,954.08 Manual	Held	Total	4,954.08
FUND 172 Claims	to	Checks	1 Total	16,250.09 Manual	Held	Total	16,250.09
FUND 176 Claims	to	Checks	7 Total	8,179.37 Manual	Held	Total	8,179.37
FUND 250 Claims	to	Checks	1 Total	213,390.63 Manual	Held	Total	213,390.63
FUND 303 Claims	to	Checks	1 Total	6,172.03 Manual	Held	Total	6,172.03
FUND 304 Claims	to	Checks	2 Total	43,615.00 Manual	Held	Total	43,615.00
FUND 305 Claims	to	Checks	2 Total	27,226.98 Manual	Held	Total	27,226.98
FUND 306 Claims	to	Checks	1 Total	93,781.75 Manual	Held	Total	93,781.75
FUND 353 Claims	to	Checks	2 Total	54,935.11 Manual	Held	Total	54,935.11
FUND 354 Claims	to	Checks	2 Total	44,085.00 Manual	Held	Total	44,085.00
FUND 355 Claims	to	Checks	1 Total	40,800.00 Manual	Held	Total	40,800.00
FUND 360 Claims	to	Checks	1 Total	33,553.00 Manual	Held	Total	33,553.00
FUND 400 Claims	to	Checks	30 Total	141,386.40 Manual	Held	Total	141,386.40
Total for all Funds			Checks	107 Total	933,831.54 Manual	Held	Total 933,831.54

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting:
Title:

April 7, 2020
Approval of Change Order No. 4 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. 4 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. 4 would repair the floor joist and beams on the second floor, provide additional insurance, add plywood to the bottom half of the second-floor wall for foam insulation, and rebuild and repair five entry doors that were damaged (\$4,736); and

WHEREAS, Change Order No. 4 would not change the contract amount but would use up the balance of the contingency allowance and a small amount of the materials credits that the contractor gave back to the City; 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 4, and

WHEREAS, the Mayor and Council Members find it is in the best interest of the City of Gautier to approve Change Order 4; 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.4 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 April 7, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants Administrator
Date: 3/26/2020
Subject: Log Cabin Phase III — Change Order No. 4

REQUEST:

The Grants and Projects Department requests that City Council approve Change Order No. 4 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. 4 would repair the floor joist and beams on the second floor, cover additional automobile insurance, plywood added to the bottom half of the second floor wall for foam insulation, and rebuild and repair five entry doors that were damaged (\$4,736).

This change order would not change the contract amount. The change order would use up the balance of the contingency allowance and a small amount of the materials credits that the contractor gave back to the City.

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. 4 for the Shepard State Park Log Cabin, Phase III, project.

The City Council may:

- 1) Approve Change Order No. 4 as presented; or
- 2) Not approve Change Order No. 4 as presented.

ATTACHMENTS:

1. COR #4 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

March 24, 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. 4 from David Rush Construction, LLC in the amount of \$4,736. This change order covers the cost of repairing floor joist and beams on the 2nd floor, additional automobile insurance, the cost of plywood that is to be added to the bottom half of the 2nd floor wall in order to place foam insulation, and to rebuild and repair 5 entry doors that were damaged. 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

MARCH 10TH, 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 # 4

- 1) Repair floor joist and beams on 2nd floor that was cut in-order to move the building.

2 men 24 hrs @ \$39.00 per hr	\$ 936.00
35 % labor burden	\$ 327.60
Materials	<u>\$ 550.00</u>
Total	\$1,813.60

- 2) Additional insurance required for automobile from \$500,000 to \$1,000,000.

Cost difference	\$ 800.00
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- 3) Cost to add ½" plywood to the bottom half of the 2nd floor wall on the attic side in-order to place the foam insulation.

Cost	\$ N/C
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- 4) Five of the back entry doors was damaged, 2 had to be rebuild and 3 had to be repaired.

2 men 24 hrs @ \$42.00 per hr	\$ 924.00
35 % labor burden	\$ 323.40
Materials	\$ 475.00
Shop time 16 hrs @ \$25.00 per hr	<u>\$ 400.00</u>
Total	\$2,122.40

Grand Total	\$4,736.00
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CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet

Council Meeting:
Title:

April 7, 2020
Approval of Change Order No. 1 for the Robinson
Still Road Water and Sewer Project

Introduced by:
Contact Person/Telephone

April Stennett 497-8000 ext. 315

Summary Explanation: Approval of Change Order No. 1 for the Robinson Still Road Water and Sewer 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 of Gautier annexed the Robinson Still Road area in 2002; and

WHEREAS, the City has initiated the Robinson Still Road project to expand water and sewer services to the area; and

WHEREAS, this project was bid and awarded to the lowest and best bidder; and

WHEREAS, Change Order No. 1 to the existing contract would connect two additional residences to both the water and sewer mains at the street with the additional cost for each residence to be connected is \$6,500, totaling \$13,000; and

WHEREAS, Change Order No. 1 would increase the contract time by 35 days;

WHEREAS, a decrease of quantities in the field created a contractual decrease of \$12,398.00, therefore if approved, this change order will result in a net increase to the contract amount by only \$602.00; and

WHEREAS, this project is being funded through the revenue bond; and

WHEREAS, Seymour Engineering has reviewed the change order and recommends approval of Change Order 1, and

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 Robinson Still Road Water and Sewer Project is hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi,
at the meeting of April 7, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants Administrator
Date: 3/27/2020
Subject: Robinson Still Road Water and Sewer — Change Order No. 1

REQUEST:

The Grants and Projects Department requests that City Council approve Change Order No. 1 for the Robinson Still Road Water and Sewer project.

BACKGROUND:

The City of Gautier annexed the Robinson Still Road area in 2002. This project will expand water and sewer services to the area. The project will be funded through the revenue bond.

DISCUSSION:

Change Order No. 1 would connect two additional residences to both the water and sewer mains at the street. The additional cost for each residence to be connected is \$6,500, totaling \$13,000.

This change order would increase the amount and time of the contract. The change order increases the contract time by 35 days. A decrease of pay item quantities in the field created a contractual decrease of \$12,398. If this change order is approved, it will result in a net increase to the contract amount by \$602.

Seymour Engineering has reviewed the change order and recommends approval. This project is being funded through the revenue bond.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve Change Order No. 1 for the Robinson Still Road Water and Sewer 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. Change Order 1 - Engineer's Recommendation
2. Change Order 1

March 26, 2020

April Stennett
Grants and Projects Director
3330 US Highway 90
Gautier, MS 39553

RE: Change Order #1
Robinson Still Road Water & Sewer

Dear Ms. Stennett,

Enclosed please find Change Order #1 for this project. This Change Order adds \$602.00 and 35 calendar days to the Contract as detailed on page two of the Change Order summary. I have reviewed this Change Order and recommend approval to the Council.

If you have any questions, please do not hesitate to contact me.

Respectfully,
SEYMOUR ENGINEERING



Durlon Reed Bryant, P.E.
Project Manager

Enclosures: Change Order #1

CHANGE ORDER

OWNER:

The City of Gautier
3330 U.S.-90
Gautier, MS 39553

CHANGE ORDER NO.**1****DATE:** March 23, 2020**CONTRACTOR:**

Hudson Contracting, Incorporated
P.O. Box 30
Wayneborow, MS 39367

ENGINEER: Seymour Engineering, PLLC**PROJECT:** Robinson Still Road Water
and Sewer, Gautier, MS

SUMMARY:

This change order serves to increase the Contract amount and increase the contract time. The increase in contract amount is two-fold as it is being decreased by the reduction in pay item quantities, and increase by the addition of scope.

The Contract amount will be decreased to reflect actual pay item quantities in the field needed to perform the work. The decrease in quantities nets a contractual decrease of (\$12,398.00).

The contractual increase is due to the addition of scope to the Contract, which will be to connect two additional residences to both the Water and Sewer mains at the street. The scope of work concerning connection procedures is outlined in Section 6 of the Technical Specifications. This additional scope will cost \$6,500.00 per residence to be connected, totaling to a \$13,000.00 increase to the Contract amount.

The net of the contractual decrease and contractual increase is \$602.00.

Given the additional scope, the Contract Time will need to be extended by 35 days.

THE CONTRACT AMOUNT IS AS SHOWN ON THE NEXT PAGE:

THE CONTRACT IS AMENDED AS SHOWN BELOW:

(Not valid until executed by the Owner, Engineer, and Contractor)

The original Contract Sum:	\$216,910.00
Net Change by previously authorized Change Orders:	\$0.00
The Contract Sum prior to this Change Order was:	\$216,910.00
The Contract Sum will now Change (+):	\$602.00
The New Contract Sum including this Change Order will be:	\$217,512.00

The original Contract Time:	3/18/2019
Net Change by previously authorized Change Orders:	0
The Date of Substantial Completion prior to this Change Order:	3/18/2019
The Contract Time will now Change by (+) days:	35
The New Date of Substantial Completion will be:	4/22/2019

CONTRACTOR:

ENGINEER:

OWNER:

By: [Signature] By: [Signature] By: _____

Date: 3/23/2020 Date: 3/23/2020 Date: _____

CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting:
Title:

April 7, 2020
Receive February 2020 Finance Report

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Receive February 2020 Finance Report.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2020

WHEREAS, Miss. Code Ann. 21-35-13 requires a budget report to be presented to the governing authority at the regular meeting each month.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Finance Report for February 2020 is hereby received.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting April 7, 2020.

FEBRUARY 2020 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	\$3,592,628.48
MS Development Loan Katrina	Depository Account	007-000-001	\$431.80
CDBG-Downtown Revitalization	Depository Account	012-000-001	
Transportation Enhancement	Depository Account	013-000-001	(\$40,971.45)
Allen Road Widening	Depository Account	020-000-001	
MDOT Safe Routes to School	Depository Account	029-000-001	
MDAH School House Grant	Depository Account	030-000-001	\$2,983.43
MDMR City Pk Boat Launch Imp	Depository Account	050-000-001	
Martin Bluff Road Improvements	Depository Account	128-000-001	
SE MS METRO TASK FORCE	Depository Account	156-000-001	\$114,705.44
U S Justice Equitable Sharing	Depository Account	157-000-001	\$350,195.90
Fire Protection Fund	Depository Account	160-000-001	\$242,526.10
Tidelands Grant	Depository Account	171-000-001	\$152,321.95
Library Support Fund	Depository Account	172-000-001	\$69,193.91
MSWFP Recreation Trails Grant	Depository Account	175-000-001	
Shepard State Park Fund	Depository Account	176-000-001	\$86,610.71
USDA NRCS EWP Program	Depository Account	300-000-001	(\$45,896.21)
Pine Cone Drive Spillway	Depository Account	301-000-001	
Robert Hiram Bridge Sheet Pile Wall	Depository Account	302-000-001	
MDOT TA Grant: Martin Bluff Sidewalk	Depository Account	303-000-001	\$481,423.92
Solid Waste Fund	Depository Account	404-000-001	\$289,232.11
EPA: Brownfields Assessment	Depository Account	409-000-001	

General Ledger Cash Balance \$5,295,386.09

General Depository Reconciled Cash Balance **\$5,294,575.63**

ENTERPRISE FUND

Fund Name		Account #	Balance
Elevated Water Tank	Enterprise Account	350-000-002	\$291,661.75
Bemis Sewer Project	Enterprise Account	351-000-002	
OST-GV Sewer Improvements	Enterprise Account	360-000-002	(\$174,630.60)
Water & Sewer Utility	Enterprise Account	400-000-002	\$3,843,605.80
MDB Loan: Water Ion-X Project	Enterprise Account	421-000-002	\$51,562.52
Water Meter Project	Enterprise Account	422-000-002	
Hurricane Katrina (PW Bldg)	Enterprise Account	449-000-002	

General Ledger Cash Balance \$4,012,199.47

Enterprise Reconciled Cash Balance **\$4,016,644.06**

BOND & RESTRICTED FUNDS

Fund Name		Account #	Balance
7M GO Bond S2010	Bond Fund	130-000-001	\$1,281,984.74
W&S Rev Bond S2018: Debt Service	Debt Service Fund	250/252-000-007	\$268,066.40
W&S Rev Bond S2018: DS Reserve	Restricted Fund	251/253-000-003	\$724,981.29
W&S Rev Bond S2018: Contingency	Restricted Fund	251/253-000-005	\$20,346.85
W&S Rev Bond S2018: Depreciation	Restricted Fund	251/253-000-009	\$20,346.85
Infrastructure Imp Funds: Town Commons	Restricted Fund	304-000-004	\$490,808.29
S2019 Construction Fund MPI GO Bond	Bond Fund	Funds 304-308	\$3,743,918.83
S2019 Cash w/ Fiscal Agent (Debt Service)	Restricted Fund	305-000-014	\$190,759.54
W&S Rev Bond S2018: Construction	Bond Fund	Funds 351-358	\$7,713,594.96
MS Dev Bank SO Bond S2013: DS Reserve	Restricted Fund	497-000-001	\$272,635.15
Customer Meter Deposit Funds	Restricted Fund	406-000-001	\$774,664.42

Total Bond & Restricted Reconciled Cash Balances **\$15,502,107.32**

**FEBRUARY 2020
YEAR TO DATE TOTALS**

General Fund Totals		BUDGET FY 2020	FEB 2020	Balance	41.66% % to date
General Fund Revenues		10,464,681.00	4,926,029.74	5,538,651.26	47.0%
Expenditures:					
001	Legislative	161,985.00	75,436.03	86,548.97	46.5%
010	City Court	339,259.00	118,268.92	220,990.08	34.8%
021	City Manager	260,609.00	112,939.69	147,669.31	43.3%
022	Human Resources	67,635.00	25,042.86	42,592.14	37.0%
040	City Clerk	223,582.00	88,009.57	135,572.43	39.3%
045	Finance	273,700.00	99,137.54	174,562.46	36.2%
060	City Attorney	130,000.00	50,284.58	79,715.42	38.6%
090	Economic Dev - Planning	385,274.00	144,992.84	240,281.16	37.6%
092	Building & General Expenses	646,600.00	369,413.99	277,186.01	57.1%
094	Grants & Project Admin	197,862.00	78,972.66	118,889.34	39.9%
100	Police	3,614,040.00	1,383,009.94	2,231,030.06	38.2%
161	Fire	2,650,678.00	1,005,982.41	1,644,695.59	37.9%
170	Recreation	580,676.00	210,835.28	369,840.72	36.3%
201	PW: Streets	264,000.00	54,269.04	209,730.96	20.5%
205	PW: Maintenance	232,837.00	91,012.78	141,824.22	39.0%
900	Interfund Transfers	840,143.00	404,327.09	435,815.91	48.1%
General Fund Expenditures		10,868,880.00	4,311,935.22	6,556,944.78	39.6%
Total Operating Expenditures		9,686,042.00	3,840,478.89	5,845,563.11	
Total Capital Outlay Expendit		235,425.00	67,129.24	168,295.76	
Total Debt Service		107,270.00	0.00	107,270.00	
Total Transfers Out		840,143.00	404,327.09	435,815.91	
Total Unappropriated		0.00	0.00	0.00	
Check Total		10,868,880.00	4,311,935.22	6,556,944.78	
Personnel		7,576,527.00	3,050,978.22	4,525,548.78	
Supplies		484,917.00	151,545.97	333,371.03	
Other Services		1,624,598.00	637,954.70	986,643.30	
Capital Outlay		235,425.00	67,129.24	168,295.76	
Debt Service		107,270.00	0.00	107,270.00	
Interfund Transfers for DS		840,143.00	404,327.09	435,815.91	
Unappropriated		0.00	0.00	0.00	
Check Total		10,868,880.00	4,311,935.22	6,556,944.78	

**FEBRUARY 2020
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2020	As of FEB 2020	Balance	41.66% % to date
007 MS Dev 2.36M Katrina Bonds				
Revenues	280,000.00	279,743.75	256.25	99.9%
Expenditures	280,394.00	279,743.75	650.25	99.7%
013 TE-Downtown Revitalization				
Revenues	40,971.45	0.00	40,971.45	
020 Allen Road Widening				
Revenues	46,324.00	46,323.96	0.04	99.9%
Expenditures	46,324.00	46,323.96	0.04	99.9%
030 MDAH 2014 Community Heritage				
Revenues	0.00	0.00	0.00	
Expenditures	2,983.43	0.00	2,983.43	
128 Martin Bluff Road Project				
Expenditures	102,012.64	102,012.64	0.00	100.0%
130 \$7M GO Bond - Capital Improvements				
Revenues	4,347,810.71	95,431.29	4,252,379.42	2.1%
Expenditures	5,654,281.58	121,250.89	5,533,030.69	2.1%
156 SE MS METRO TASK FORCE				
Revenues	0.00	114,705.44	(114,705.44)	
Expenditures	0.00	0.00	0.00	
157 US Justice Equitable Sharing				
Revenues	0.00	0.00	0.00	
Expenditures	152,392.00	45,811.89	106,580.11	30.0%
160 Fire Protection Fund				
Revenues	109,000.00	0.00	109,000.00	
Expenditures	185,991.43	0.00	185,991.43	
171 Combined Tidelands Grant				
Revenues	242,858.31	133,693.69	109,164.62	55.0%
Expenditures	210,775.39	83,880.52	126,894.87	39.7%
172 Library Support Fund				
Revenues	111,724.00	73,964.27	37,759.73	66.2%
Expenditures	111,724.00	10,116.67	101,607.33	9.0%
176 Shepard State Park				
Revenues	105,320.00	53,470.50	51,849.50	50.7%
Expenditures	145,057.00	39,782.98	105,274.02	27.4%
250 2018 W&S Bond Debt Service				
Revenues	352,000.00	127,370.70	224,629.30	36.1%
Expenditures	286,782.00	73,390.63	213,391.37	25.5%

**FEBRUARY 2020
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2020	As of FEB 2020	Balance	41.66% % to date
251 2018 W&S Bond Debt Serv Reserve				
Revenues	15,000.00	12,276.70	2,723.30	81.8%
Expenditures	0.00	8,309.78	(8,309.78)	
252 2019 W&S Bond Debt Service				
Revenues	0.00	68,122.64	(68,122.64)	
Expenditures	0.00	0.00	0.00	
253 2019 W&S Bond Debt Serv Reserve				
Revenues	0.00	437,346.06	(437,346.06)	
300 USDA-NRCS EWP				
Revenues	176,191.78	43,160.53	133,031.25	
Expenditures	161,250.00	108,863.90	52,386.10	67.5%
301 Pine Cone Drive Spillway				
Expenditures	43,160.53	43,160.53	0.00	100.0%
303 MDOT-TA Grant: Martin Bluff Sidewalk				
Revenues	602,012.64	102,012.64	500,000.00	16.9%
Expenditures	1,002,864.25	21,440.33	981,423.92	2.1%
304 Town Commons Park Project				
Revenues	794,776.74	3,462.98	791,313.76	0.4%
Expenditures	2,918,589.93	62,241.10	2,856,348.83	2.1%
305 S2019 MPI GO Bond Construction Fund				
Revenues	30,000.00	49,121.84	(19,121.84)	163.7%
Expenditures	137,403.48	18,377.50	119,025.98	13.3%
306 Welcome Center PII (SSP)				
Revenues	136,700.00	17,775.00	118,925.00	13.0%
Expenditures	433,425.00	118,060.54	315,364.46	27.2%
307 Bacot Park Improvements				
Revenues	0.00	0.00	0.00	
Expenditures	1,687,250.00	53,500.00	1,633,750.00	3.1%
308 Boardwalk - Shepard State Park				
Revenues	375,050.00	11,100.00	363,950.00	2.9%
Expenditures	570,500.00	12,600.00	557,900.00	2.2%
350 Elevated Water Tank				
Revenues	591,000.00	219,078.25	371,921.75	37.0%
Expenditures	1,216,012.00	552,428.50	663,583.50	45.4%
351 Bemis Sewer Project				
Revenues	290,605.00	345,577.24	(54,972.24)	118.9%
Expenditures	488,923.07	368,692.91	120,230.16	75.4%

**FEBRUARY 2020
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2020	As of FEB 2020	Balance	41.66% % to date
352 2018 Bond General Construction/Admin				
Revenues	60,000.00	17,473.72	42,526.28	29.1%
Expenditures	496,854.00	0.00	496,854.00	
353 Hwy 57 Utility Line Relocation				
Revenues	1,031,008.70	10,062.57	1,020,946.13	0.9%
Expenditures	1,996,025.00	5,000.00	1,991,025.00	0.2%
354 Robinson Still Road Utility Extension				
Revenues	0.00	0.00	0.00	
Expenditures	565,898.00	146,828.70	419,069.30	25.9%
355 Water Supply & Treatment Plant				
Revenues	0.00	0.00	0.00	
Expenditures	499,800.00	343,400.00	156,400.00	68.7%
358 2019 Bond General Construction/Admin				
Revenues	0.00	6,018,015.63	(6,018,015.63)	
Expenditures	0.00	543,893.75	(543,893.75)	
360 OST-GV SEWER IMPROVEMENTS				
Revenues	2,327,950.00	20,950.00	2,307,000.00	0.8%
Expenditures	2,327,950.00	195,580.60	2,132,369.40	8.4%
404 Solid Waste Fund				
Revenues	1,567,440.00	647,907.82	919,532.18	41.3%
Expenditures	1,606,440.00	528,370.48	1,078,069.52	32.8%
421 MSB - Water Ionization Plant				
Expenditures	56,287.52	4,725.00	51,562.52	8.3%
497 DS Fund: 2013 SO Bond				
Revenues	5,200.00	1,626.88	3,573.12	31.2%
Expenditures	6,000.00	2,212.08	3,787.92	36.8%

**FEBRUARY 2020
YEAR TO DATE TOTALS**

ENTERPRISE FUND (400)

	BUDGET FY 2020	FEB 2020	Balance	41.66% % to date
Utility Fund Revenues	9,001,000.00	3,865,049.70	5,135,950.30	42.9%
Administration	2,991,183.00	1,193,335.10	1,797,847.90	39.8%
Water & Sewer O & M	3,336,002.00	1,298,833.19	2,037,168.81	38.9%
Debt Service	1,077,284.00	276,701.59	800,582.41	25.6%
Transfers	1,316,808.00	196,000.00	1,120,808.00	14.8%
Contingencies	275,000.00	0.00	275,000.00	
Utility Fund Expenditures	8,996,277.00	2,964,869.88	6,031,407.12	32.9%
 <i>Total Operating Expenditures</i>	 6,215,185.00	 2,423,107.31	 3,792,077.69	
<i>Total Capital Outlay Expenditures</i>	112,000.00	69,060.98	42,939.02	
<i>Total Debt Service</i>	1,077,284.00	276,701.59	800,582.41	
<i>Total Interfund Transfers</i>	1,316,808.00	196,000.00	1,120,808.00	
<i>Total Contingency Expenditures</i>	275,000.00	0.00	275,000.00	
<i>Check Total</i>	8,996,277.00	2,964,869.88	6,031,407.12	
 <i>Personnel</i>	 418,444.00	 172,824.88	 245,619.12	
<i>Supplies</i>	304,000.00	95,711.36	208,288.64	
<i>Other Services</i>	5,492,741.00	2,154,571.07	3,338,169.93	
<i>Capital Outlay</i>	112,000.00	69,060.98	42,939.02	
<i>Debt Service</i>	1,077,284.00	276,701.59	800,582.41	
<i>Interfund Transfers</i>	1,316,808.00	196,000.00	1,120,808.00	
<i>Contingencies</i>	275,000.00	0.00	275,000.00	
<i>Check Total</i>	8,996,277.00	2,964,869.88	6,031,407.12	

CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet

Council Meeting:
Title:

April 7, 2020
Approval of minutes from the following Council
Meetings: Regular Meeting held March 3rd; Recessed
Meeting held March 17th; and Recessed Special Call
Meeting held March 21st.

Introduced by:

Contact Person/Telephone

Cynthia Russell 497-8000 Ext. 302

Summary Explanation: Approval of minutes from the following Council Meetings: Regular Meeting held March 3rd; Recessed Meeting held March 17th; and Recessed Special Call Meeting held March 21st

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 Regular Meeting held March 3rd; Recessed Meeting held March 17th; and Recessed Special Call Meeting held March 21st 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 April 7, 2020.

**Tuesday
March 3, 2020
Gautier, Mississippi**

BE IT REMEMBERED THAT A REGULAR MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held March 3, 2020 at 6:30 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier Mississippi.

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

**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 PM 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 at 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 \$14,240.23
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

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

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

1. Add Commitment to Finance attachment to Business Agenda Item 1 – Resolution authorizing and directing the issuance of the Mississippi General Obligation Refunding Bonds, Series 2020, not to exceed \$4,400,000
2. Add Consent Agenda Item 8 – Approval to retain SafeChoice, Inc. as a litigation consultant.

Councilman Colledge seconded the motion. The vote was carried unanimously. Absent was Councilwoman Martin.

Announcements

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Presentation

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
-

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

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

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

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, Councilman Anderson offered and moved the adoption of the following resolution:

RESOLUTION NUMBER 048-2020

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 Body 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

By _____
Mayor

ATTEST:

City Clerk

PAYING AND TRANSFER AGENT'S CERTIFICATE

This Bond is one of the Bonds of the above-designated issue of Bonds delivered in accordance with the terms of the within mentioned Resolution.

_____, **AS PAYING AND
TRANSFER AGENT**

By _____
Authorized Signature

Date of Registration and Authentication: _____

VALIDATION CERTIFICATE

STATE OF MISSISSIPPI)
) ss:
COUNTY OF JACKSON)

I, Cindy Russell, City Clerk of the City of Gautier, Mississippi, do hereby certify that the issuance of the Bonds of which the within Bond is one has been validated and confirmed by decree of the Chancery Court of Jackson County, Mississippi, rendered on the ____ day of _____, 2020 pursuant to the Act and that the within Bond has been registered in the registration records kept and maintained for that purpose.

City Clerk

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 Refunded Bonds 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.

Councilman Colledge 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: Aye
Councilwoman Mary Martin	Voted: Absent
Councilman Cameron B. George	Voted: Aye
Councilman Richard "DJ" Jackson	Voted: Aye
Councilman Casey Vaughan	Voted: Aye
Councilman Charles "Rusty" Anderson	Voted: Aye
Councilman Adam Colledge	Voted: Aye

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

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").

WITNESSETH:

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.

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 force 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

SCHEDULE IV
PURCHASE PRICE

Par Amount of Bonds

PURCHASE PRICE DUE TO CITY:

RAYMOND JAMES®

\$4,268,000*
City of Gautier, Mississippi
General Obligation Refunding Bonds,
Series 2020

Commitment to Finance

Final Maturity: August 1, 2030

This commitment will be subject to (a) the terms and conditions outlined below, which supersede any prior oral or written understanding with the Purchaser with regard to the offer provided herein and (b) documentation satisfactory in form and content to the Purchaser. The Bond Resolution serves as the governing document.

- | | |
|--|--|
| 1. Expected Timetable | Bond Resolution Adoption: March 3, 2020
Date of Delivery/Closing: On or about May 3, 2020 |
| 2. Issuer | The City of Gautier (the "City") was established in 1867 at the mouth of the Pascagoula River Basin. The City was incorporated in 1986 and is located in Jackson County, Mississippi along the Mississippi Gulf Coast waterfront. The City is approximately 105 miles east of New Orleans, Louisiana, approximately 17 miles east of Biloxi, Mississippi, and approximately 182 miles south of Jackson, Mississippi. |
| 3. Purchaser | The First, A National Banking Association (Hattiesburg, Mississippi) |
| 4. Bonds | General Obligation Refunding Bonds, Series 2020 |
| 5. Non-Rated | Non-rated private placement; no official statement or other offering document. |
| 6. CUSIP | The Bonds will be assigned CUSIPs. |
| 7. Purpose of Bonds | The Bonds will be issued for the purpose of current refunding all or a portion of the City's outstanding General Obligation Bonds, Series 2010. |
| 8. Pledged Debt Service Repayment Sources | The Bonds are general obligations of the City secured by the full faith, credit and resources of the City. |
| 9. Investment Letter | The Purchaser will be required to deliver an Institutional Investment Letter running to the City, RJ, and Bond Counsel, which also states, among other usual and customary matters, that it intends to hold the obligation until maturity, early redemption, or mandatory tender. |
| 10. Tax Status | Tax-exempt for federal & state and designated bank qualified |
| 11. Final Maturity Date | August 1, 2030 |
| 12. Expected Structure* | Principal is payable August 1 of each year commencing August 1, 2020, and ending on the Final Maturity Date. The schedule of proposed principal payments is attached as Appendix A. |
| 13. Interest Due Dates | Semiannually on February 1 and August 1; commencing August 1, 2020. The schedule of proposed debt service payments, including interest payments, is attached as Appendix B. |

14. Redemption Provisions	The Bonds maturing on or after August 1, 2024, are subject to redemption in whole or in part, in principal amounts and maturities selected by the City on any date on or after August 1, 2023, at par, plus accrued interest to the date of redemption.
15. Denominations	\$100,000 minimum denominations; \$1,000 thereafter
16. Interest Rates*	Tax-exempt fixed rate of 1.75% per annum. The schedule of the proposed interest rate is attached as Appendix A.
17. Day Count Method	30/360
18. Waiver of Book-Entry Only	The Purchaser will purchase with the present intent to hold the Bond until the Final Maturity Date.
19. Conditions Precedent to Financing	Including, but not limited to, the following: (i) Execution of all documentation as may be requested by the Purchaser relating to the Bond in form and substance satisfactory to the Purchaser. (ii) Receipt of an opinion of Bond Counsel, in form and substance satisfactory to the Purchaser and including without limitation, due authorization, enforceability, and compliance with all applicable laws, and the tax-exempt status of the Bond. (iii) Receipt of and satisfactory review by the Purchaser of all applicable ordinances and evidence of authority.
20. Bond Counsel	Butler Snow LLP
21. Municipal Advisor	Government Consultants, Inc.
22. Placement Agent	Raymond James & Associates, Inc.
23. Issuer's Counsel	Bordis & Danos, PLLC
24. Issuer's Auditors	Wright, Ward, Hatten & Guel
25. Paying/Escrow Agent	TBD
26. Verification Agent	The Arbitrage Group

Agreed and accepted with the intent to be legally bound:

City of Gautier, Mississippi

By: PHIL TORJUSEN

Name: Phil Torjusen

Title: MAYOR

Date: 3/05/2020

Agreed and accepted with the intent to be legally bound:

The First, A National Banking Association, Hattiesburg, Mississippi

By: DeDee J

Name: DeDee Kary

Title: CFO

Date: 2/27/2020

APPENDIX A: Purchaser's Liability*

\$4,268,000,000

City of Gautier, Mississippi

General Obligation Refunding Bonds, Series 2020

Maturity (August 1)	Principal Amount Due*	Interest Rate	Yield	Price
2030	\$4,268,000	1.750%	1.750%	100.000%

\$4,268,000 Term Bond at 1.750%	
Year	Principal Amount
2020	\$29,000
2021	\$415,000
2022	\$427,000
2023	\$442,000
2024	\$421,000
2025	\$425,000
2026	\$423,000
2027	\$426,000
2028	\$423,000
2029	\$418,000
2030	\$419,000

APPENDIX B: Proposed Interest Payments and Debt Service Schedule*

Maturity (August 1)	Principal	Interest	Total P+I
Date	Principal	Interest	Total P+I
8/1/2020	29,000.00	18,050.08	47,050.08
2/1/2021	-	37,091.25	37,091.25
8/1/2021	415,000.00	37,091.25	452,091.25
2/1/2022	-	33,460.00	33,460.00
8/1/2022	427,000.00	33,460.00	460,460.00
2/1/2023	-	29,723.75	29,723.75
8/1/2023	442,000.00	29,723.75	471,723.75
2/1/2024	-	25,856.25	25,856.25
8/1/2024	421,000.00	25,856.25	446,856.25
2/1/2025	-	22,172.50	22,172.50
8/1/2025	425,000.00	22,172.50	447,172.50
2/1/2026	-	18,453.75	18,453.75
8/1/2026	423,000.00	18,453.75	441,453.75
2/1/2027	-	14,752.50	14,752.50
8/1/2027	426,000.00	14,752.50	440,752.50
2/1/2028	-	11,025.00	11,025.00
8/1/2028	423,000.00	11,025.00	434,025.00
2/1/2029	-	7,323.75	7,323.75
8/1/2029	418,000.00	7,323.75	425,323.75
2/1/2030	-	3,666.25	3,666.25
8/1/2030	419,000.00	3,666.25	422,666.25
Total	\$ 4,268,000.00	\$ 425,100.08	\$ 4,693,100.08

Councilman Colledge 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 Vaughan seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 312-2020

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 **Councilman Colledge**, seconded by **Councilman Vaughan**, and the following vote was recorded:

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

NAYS: **None**

ABSENT: **Mary Martin**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted 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		
		REMOV-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	
	DESIGN SERVICES			Invoice # 1074473	Date 02/12/2020	P.O.	Amount	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			20,000.00	
	Description GEOTECHNICAL ENG 80%			Invoice # 7488	Date 02/21/2020	P.O.	Amount 20,000.00	
304	SEYMOUR ENGINEERING PLLC Account Number 304-510-762	201345	03/03/2020	02/25/2020			9,625.00	
	Description FINAL TOPOGRAPHIC SURVEY			Invoice # 7489	Date 02/21/2020	P.O.	Amount 9,625.00	
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

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

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
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

Councilman Colledge requested to pull Consent Agenda Items 1, 2, and 7 for further discussion.

Councilman Colledge made the motion to approve Consent Agenda Items 3-6 and 8, as presented. Mayor Torjusen 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 313-2020

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 3-6 and 8 are hereby approved.

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

Motion was made by Councilman Colledge, seconded by Mayor Torjusen, and the following vote was recorded:

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

NAYS: **None**

ABSENT: **Mary Martin**

MAYOR

ATTEST:

CITY CLERK

PASSED AND ADOPTED by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 3, 2020.

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

ORDER NUMBER 314-2020

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 **Councilman Colledge**, seconded by **Mayor Torjusen**, and the following vote was recorded:

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

NAYS: **None**

ABSENT: **Mary Martin**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted 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

MICHAEL E. GUEL, CPA, CVA, PFS, CFP®, CFE
SANDE W. HENTGES, CPA, CFE

CHRIS TAYLOR, CPA
CHARLENE KERKOW, CPA

MEMBERS

AMERICAN INSTITUTE OF CPAS
MISSISSIPPI SOCIETY OF CPAS

TELEPHONE (228) 863-6501 FAX
NUMBER (228) 863-6544
EMAIL: OFFICE@WWHGCPCPA.COM

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.

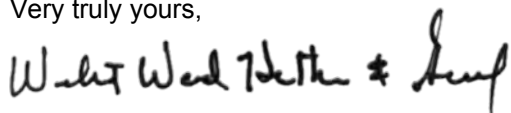
The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Oversight Agency for audit. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding,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

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

ORDER NUMBER 315-2020

WHEREAS, during the FY 2020 budgeting process, Council approved a contract gardener agreement in an amount not to exceed \$10,800 per year and the contractor will receive a 1099 at the end of the year; and

WHEREAS, in an effort to help the Recreation Dept. operate more efficiently, the Recreation Dept. would like to increase the gardener agreement in 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 Contract Gardener Agreement 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 **Mayor Torjusen**, and the following vote was recorded:

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

NAYS: **None**

ABSENT: **Mary Martin**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted 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

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

ORDER NUMBER 316-2020

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 **Councilman Colledge**, seconded by **Mayor Torjusen**, and the following vote was recorded:

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

NAYS: **None**

ABSENT: **Mary Martin**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted 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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*** 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.)

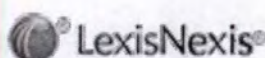
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1 of 1

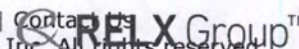
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**Miss. Code Ann. § 45-9-131** (Copy w/ Cite)

Pages: 2



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

ORDER NUMBER 317-2020

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 **Councilman Colledge**, seconded by **Mayor Torjusen**, and the following vote was recorded:

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

NAYS: **None**

ABSENT: **Mary Martin**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted 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

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

ORDER NUMBER 318-2020

WHEREAS, the City of Gautier (hereinafter, "the City") is involved in certain litigation with Jackson County Utility Authority; and

WHEREAS, the City Attorney has recommended retaining SafeChoice, Inc. as a litigation consultant to assist in prosecution of this claim pursuant to the attached invoice and proposal; and

WHEREAS, the cost of this consultant will be shared with Co-Plaintiff, West Jackson County Utility District, pursuant to prior agreement; and

WHEREAS, the Mayor and Council Members hereby find such a request is in the best interests of the City;

IT IS THEREFORE ORDERED by the City of Gautier, that the attached proposal is hereby approved and authorized.

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

Motion was made by **Councilman Colledge**, seconded by **Mayor Torjusen**, and the following vote was recorded:

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

NAYS: **None**

ABSENT: **Mary Martin**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 3, 2020.

**Quote**

2/19/20

SAFECHOICE, INC.
<http://www.safechoice.com>
1111 Street Rd.
Ste 205
Southampton, Pennsylvania 18966
United States
(800) 513-1916

QUOTE #
000121

BILLED TO JOSH DANOS
Lawyer

United States

PRODUCT**QUANTITY PRICE TOTAL****PCA Online Setup**

1 \$295.00 \$295.00

Setup and configuration of PCA Online for 1 user.

90 Minutes Support

1 \$259.95 \$259.95

90 Minutes Support-minimum 6 minutes per call

PCA Online with Payroll

1 \$780.00 \$780.00

\$780.00 / year

PCA Online with Payroll is a one user system that includes annual payroll tax updates

TOTAL

\$1,334.95

Councilman Colledge made the motion to approve Change Order No. 2 for the Shepard State Park Log Cabin, Phase III, as presented. Councilman Vaughan seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 319-2020

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 **Councilman Colledge**, seconded by **Councilman Vaughan**, and the following vote was recorded:

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

NAYS: None

ABSENT: Mary Martin

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted 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

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 (228) 255-1286 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

Brent@DRC.Build

SHIP TO

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.
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4.

PATTERN

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PATTERN

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☐ VAN.

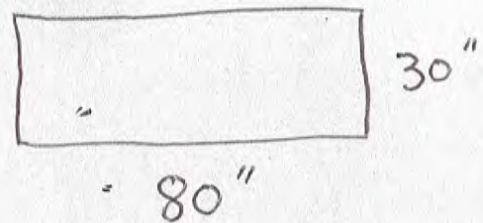
6.

PATTERN

☐ KIT.

☐ VAN.

3cm Black Pearl



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)

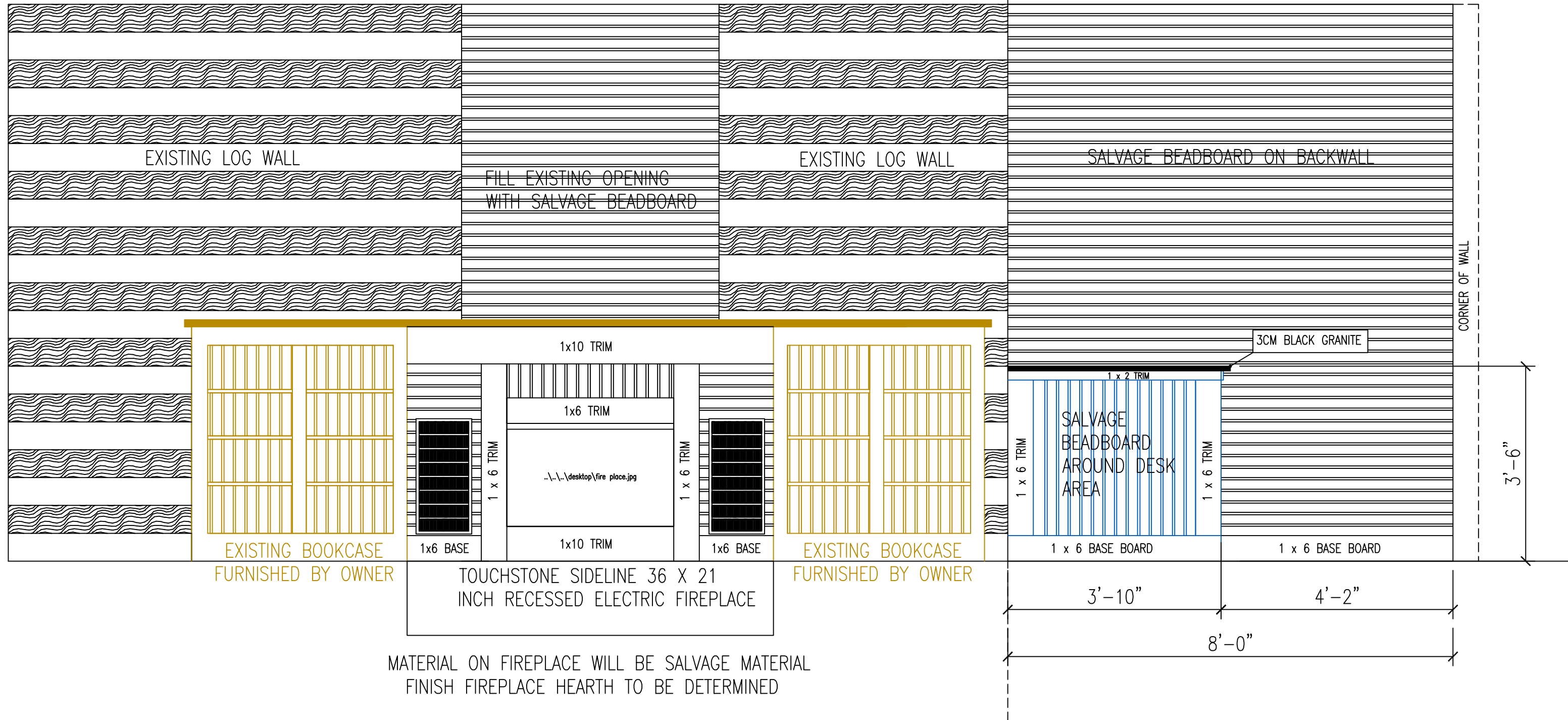
- Payment method: Payment in full is required upon placing the order.
- Item is shipped via UPS Ground.
- Shipping included in the price for all shipments in the US. Overseas shipping is not included and is the responsibility of the customer.

208 Philips Rd
Exton, PA 19341

800-215-1990
www.touchstonehomeproducts.com

FIREPLACE ALLOWANCE # 2

RECEPTIONIST ALLOWANCE # 3



Councilman Colledge made the motion to approve Change Order No. 3 for the Shepard State Park Log Cabin project, Phase III, as presented. Councilman Vaughan seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 320-2020

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 **Councilman Colledge**, seconded by **Councilman Vaughan**, and the following vote was recorded:

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

NAYS: None

ABSENT: Mary Martin

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted 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

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, misc 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.
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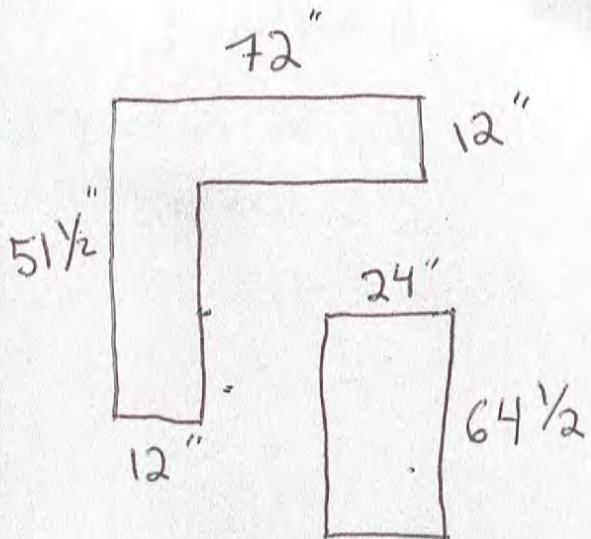
PATTERN

☐ KIT.

☐ VAN.

6.

3cm Black Pearl

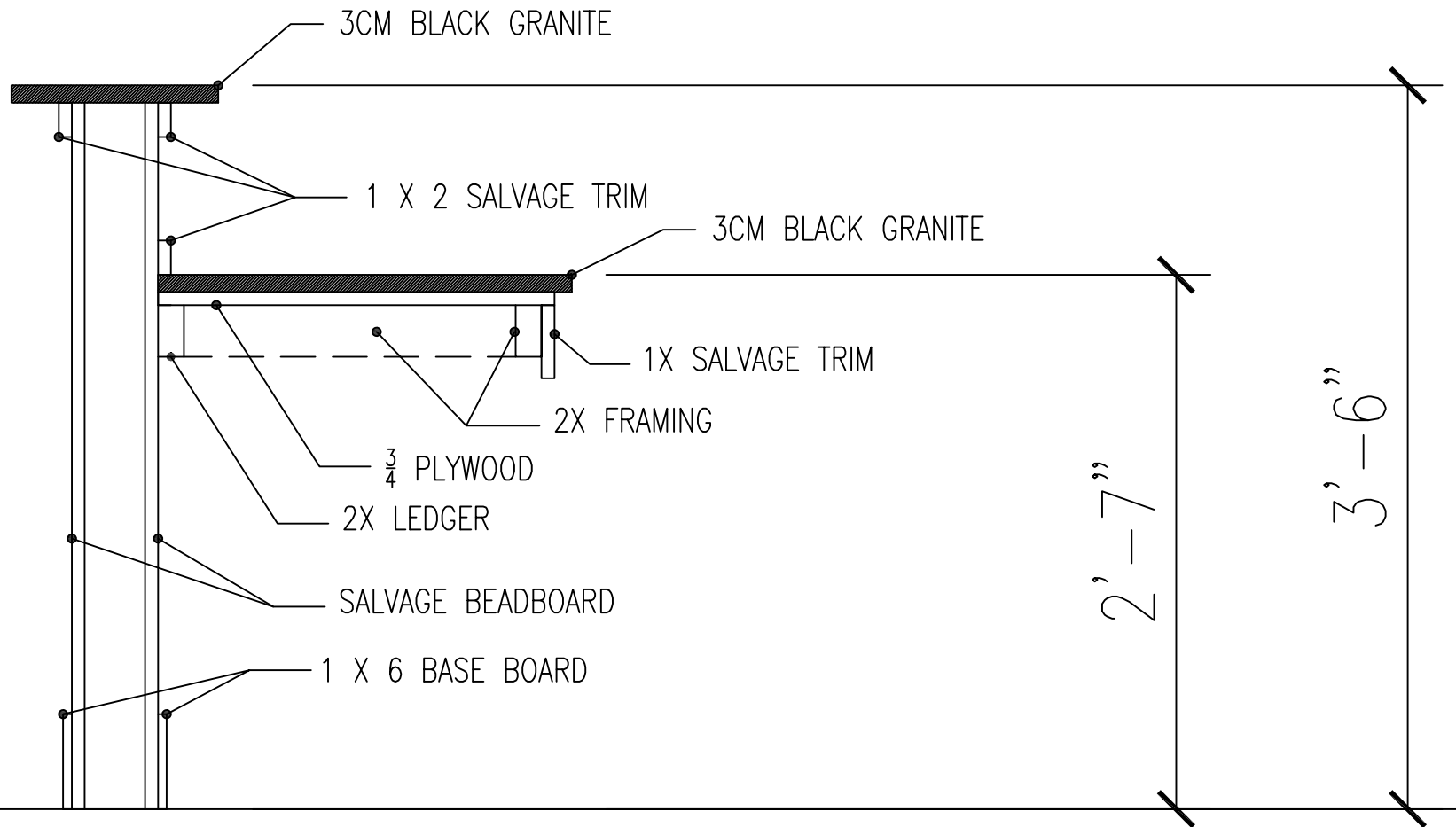


DELIVER

PICK UP

SHIP VIA

RECEPTIONIST DESK SECTION CUT



Councilman Colledge made the motion to approve the minutes from Recessed Council Meeting held February 18, 2020, as presented, with the change reflecting no action was taken regarding the JCUA litigation during executive session. Councilman Vaughan seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 321-2020

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 **Councilman Colledge**, seconded by **Councilman Vaughan**, and the following vote was recorded:

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

NAYS: **None**

ABSENT: **Mary Martin**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 3, 2020.

Councilman Vaughan made the motion to recess until March 17, 2020 at 6:30pm. Councilman Anderson seconded the motion. The vote was carried unanimously. Absent was Councilwoman Martin.

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 April 7, 2020.

Tuesday
March 17, 2020
Gautier, Mississippi

BE IT REMEMBERED THAT A RECESS MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held March 17, 2020 at 6:30 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier Mississippi.

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

AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
March 17, 2020 @ 6:30 PM

I. Call to Order

1. Prayer
2. Pledge of Allegiance

II. Agenda Order Approval

III. Announcements

1. ~~"Tasty Thursday" March 26, 2020 from 11am until 6pm at Singing River Mall.~~

CANCELLED

2. ~~4th Annual Paint the Town Plein Air Art Competition is March 28, 2020 from 8am until 4pm.~~

CANCELLED

3. ~~4th Annual Paint the Town Plein Air Painter's Social is March 28, 2020 from 4pm until 5:30pm.~~

CANCELLED

4. ~~4th Annual Paint the Town Plein Air Art Show & Reception is March 31, 2020 from 6pm until 8pm.~~

CANCELLED

5. ~~Earth Day Celebration is Saturday, April 4, 2020 at George Martin City Park from 10:00am until 12:00pm.~~

POSTPONED

6. ~~9th Annual Easter Egg Hunt is Saturday, April 4, 2020 at Singing River Mall at 2:00pm.~~

POSTPONED

IV. Presentation Agenda

1. ~~Retirement of Police Chief Dante Elbin~~
POSTPONED

2. ~~Sparklight – Charlie Oaks~~
POSTPONED

V. Business Agenda

1. Consider a request for a Special Exception that would allow construction of a recycle dump pad at 4205 Beasley Road, PID #82427003.00 in an AG Agricultural Zoning District (GPC Case No. 20-03-SE)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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2. Authorization to approve the final invoice to Magnolia Construction Co. and Change Order No. 4 for the Bemis Avenue Sewer Project

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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3. Approval of Change Order No. 1 for the Hwy 57 Utilities Relocation project

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

4. Approval of Change Order No. 3, Pay Application No. 5 in the amount of \$4,356.86, and substantial completion for the City Park Fitness Trail

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

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

1. Authorization to remove four (04) Motorola mobile radios and one (1) View Sonic computer monitor from the Police Department's inventory.

2. Receive January 2020 Finance Report

3. Authorization to accept a monetary donation for The City of Gautier's 9th Annual Easter Egg Hunt

4. ~~Approval to amend Comprehensive Fee Schedule for the Parks and Recreation Department~~ **PULL**

5. Authorization for the Mayor to execute the required close-out documentation for the Bemis Avenue sewer project
6. ~~Approval of 2020 Paving List~~ **PULL**
7. Approval of water and sewer adjustments dated March 2020 in the amount of \$2,493.11.
8. Request City Council approval to enter into a Lease Purchase Financing Agreement with Hancock Whitney Bank.
9. **Authorization to request the Mississippi Department of Transportation expand the westbound left turning lane of Highway 90 onto Highway 57 south.**
10. **Approval of Proclamation of Local Emergency and Continuation Thereof regarding the Novel Coronavirus Disease (COVID-19) Outbreak**

VII. STUDY AGENDA

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

Adjourn until April 7, 2020 at 6:30 pm

www.gautier-ms.gov

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. Pull Consent Agenda Item #4 – Approval to amend Comprehensive Fee Schedule for the Parks and Recreation Department
2. Pull Consent Agenda Item #6 – Approval of the 2020 Paving List
3. Add Consent Agenda Item #9 – Authorization to request the Mississippi Department of Transportation expand the westbound left turning lane of Highway 90 onto Highway 57 south.

4. Add Consent Agenda Item #10 – Approval of Proclamation of Local Emergency and Continuation Thereof regarding the Novel Coronavirus Disease (COVID-19) Outbreak
5. All events, announcements, or presentations have been cancelled or postponed.

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

Announcements

1. ~~“Tasty Thursday” March 26, 2020 from 11am until 6pm at Singing River Mall.~~
CANCELLED
 2. ~~4th Annual Paint the Town Plein Air Art Competition is March 28, 2020 from 8am until 4pm.~~
CANCELLED
 3. ~~4th Annual Paint the Town Plein Air Painter’s Social is March 28, 2020 from 4pm until 5:30pm.~~
CANCELLED
 4. ~~4th Annual Paint the Town Plein Air Art Show & Reception is March 31, 2020 from 6pm until 8pm.~~
CANCELLED
 5. ~~Earth Day Celebration is Saturday, April 4, 2020 at George Martin City Park from 10:00am until 12:00pm.~~
POSTPONED
 6. ~~9th Annual Easter Egg Hunt is Saturday, April 4, 2020 at Singing River Mall at 2:00pm.~~
POSTPONED
-

Presentation

1. ~~Retirement of Police Chief Dante Elbin~~
POSTPONED
 2. ~~Sparklight – Charlie Oaks~~
POSTPONED
-

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!



GAUTIER
MISSISSIPPI
Nature's Playground

State Farm

Merideth Dickerson

228.497.5904

meridethdickerson.com

Hyundai
HYUNDAI.COM
GAUTIER MS

Councilman Colledge recused himself from consideration of Business Agenda Item #1 at 6:42pm and left the room.

Due to global changes in the recycling market, based on a hardship upon the applicant, and for the environment of all Municipalities, Councilman Vaughan made the motion to approve a Special Exception application to allow construction of a recycle dump pad at 4205 Beasley Road, as presented, with the following conditions: a solid pad must be in place with a drain to a tank with an in-line oil/water divider that should be pumped out regularly, as needed; it must be surrounded by at least 3 walls with a minimum height of 8ft. and a full roof over the entire structure within 12 months; in addition, the pads should be thoroughly cleaned at the end of every workday; no recycle material should be stacked or piled anywhere other than inside the designated compaction enclosure; preventative measures must be in place to ensure birds, insects, or wildlife will not be a nuisance, as a result of the facility; should smell become a problem, deodorizers will be installed. Mayor Torjusen 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 322-2020

**CITY OF GAUTIER
SPECIAL EXCEPTION PERMIT
GPC CASE NO. 20-03-SE
4205 BEASLEY ROAD – RECYCLE DUMP PAD IN AN
AG AGRICULTURAL ZONING DISTRICT
REGARDING PARCEL ID NO: 82427003.000**

WHEREAS, an application for a Special Exception Permit has been filed by Waste Pro of Mississippi; and

WHEREAS, if granted, the permit would allow for a recycle dump pad in an AG, Agricultural Zoning District; and

WHEREAS, the parcel subject to this Permit is located at 4205 Beasley Road in Gautier, Mississippi; and

WHEREAS, after due public notice, Planning Commission, at its March 5, 2020 meeting, held a public hearing on this matter; and

WHEREAS, the Planning Commission considered testimony and exhibits presented by the applicant, the report of the City Staff and all relevant evidence, and recommended approval of such a permit; and

WHEREAS, the City Council has considered testimony and exhibits presented by the applicant, the report of the City Staff, and all relevant evidence, in addition to the favorable recommendation from Planning Commission; and

WHEREAS, the City Council hereby finds that the proposed use, classified as a Recycle Dump Pad, requires a Special Exception Permit in the AG Agricultural Zoning

District

WHEREAS, the City Council hereby finds that the proposed Special Exception will be in harmony with the purpose and intent of the Unified Development Ordinance, and will not be injurious to the neighborhood or the general welfare; and

WHEREAS, the City Council hereby finds that the proposed Special Exception is consistent with the character of the immediate vicinity of the proposed use; and

WHEREAS, the City Council hereby finds that all relevant criteria in the Unified Development Ordinance have been met to approve a Special Exception Permit; and

IT IS THEREFORE ORDERED that the Mayor and City Council accept the recommendation of the Planning Commission and approve the application submitted by Waste Pro of Mississippi on March 5, 2020 for a Special Exception Permit to allow for a recycle dump pad at 4205 Beasley Road in Gautier, Mississippi which is located in an AG, Agricultural Zoning District.

IT IS FURTHER ORDERED that the following conditions are placed upon the continued use of the property in order to maintain a valid special exception, violation of which will result in withdrawal of the special exception; a solid pad must be in place with a drain to a tank with an in-line oil/water divider that should be pumped out regularly, as needed; it must be surrounded by at least 3 walls with a minimum height of 8ft. and a full roof over the entire structure within 12 months; in addition, the pads should be thoroughly cleaned at the end of every workday; no recycle material should be stacked or piled anywhere other than inside the designated compaction enclosure; preventative measures must be in place to ensure birds, insects, or wildlife will not be a nuisance, as a result of the facility; should smell become a problem, deodorizers will be installed.

IT IS FURTHER ORDERED that the Planning Department shall have this permit on file and provide the applicant a copy.

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

Motion was made by **Councilman Vaughan**, seconded by **Mayor Torjusen**, and the following vote was recorded:

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

NAYS: **None**

RECUSE: **Adam Colledge**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 17, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 3/10/2020
Subject: Consider a request for a Special Exception that would allow construction of a recycle dump pad at 4205 Beasley Road, PID #82427003.000 in an AG Agricultural Zoning District (GPC Case No. 20-03-SE)

REQUEST:

The Planning Department has received a request from Waste Pro of Mississippi for a Special Exception that would allow construction of a recycle dump pad at their current site located in an AG Agricultural Zoning District at 4205 Beasley Road, PID #82427003.000. The application fee of \$250 was paid on January 21, 2020. All public notice requirements have been met.

BACKGROUND:

The request property is zoned AG Agricultural

Location: 4205 Beasley Road (See Exhibit A)

General features of the proposed project:

Recycle Pad: 30' x 30' concrete pad with concrete block walls on three sides (900 square feet)

Site Size: 15 Acres

Potable Water and Wastewater Services: Existing from City

Current Zoning(See Exhibit B):AG Agricultural

Current Surrounding Zoning(See Exhibit B): C-2 Community Commercial, and AG Agricultural.

Current Surrounding Existing Land Use (See Exhibit C): Vacant.

Comprehensive Plan Future Land Use Designation (See Exhibit D): Low Impact Commercial

DISCUSSION:

The following addresses the review criteria for a Special Exception outlined in Section 4.16.4 of the UDO.

Explain how a literal interpretation of the City of Gautier's Unified Development Ordinance would deprive the applicant of rights commonly enjoyed by others of the district in which the property is located, and would work unnecessary hardship upon the applicant?

Applicant:In the past we had taken collected recycling material to our Material Recycling facility in Gulfport, sorted the material, and then sold off the commodities to reduce the cost. Recently, the market for recycling materials has changed significantly, and made it impossible for us to keep our Recycling Facility operation going due to cost. We have recently moved from the Gulfport location we rented for material recycling to our own property in Gulfport, however, that location is not large enough to run all of the same types of operations. If we are unable to gain approval of this exception, we will have to continue renting the facility in Gulfport, incur those rental costs, and thus could affect our ability to keep the residents costs for Solid Waste as low as

possible.

Explain how the requested Special Exception will be in harmony with the purpose of the City of Gautier's Unified Development Ordinance and will not be injurious to the neighborhood or the general welfare?

Applicant Response: Our location is land locked on our north side by the Applewhite Landfill which we also operate, and the remainder of the area around us is woods. The closest residences to our location are several hundred feet and we have never received any complaints from any of those residents. The only material that will be dumped on this pad is recyclable material, therefore, there is very slim chance of any strong odor coming from the material. There is also no material left on the pad at the close of business, and the pad will be cleaned every day to ensure the area stays as clean and odor free as possible. The operation is approved, as is, by the Mississippi Department of Environmental Quality, however, we will be installing an Oil Water Separator so that we capture and dispose of any liquids from the dumping of the material and washing down the pad daily. Waste Pro trucks are the only trucks that will be utilizing this pad. The only additional traffic that will be added to our operations is one truck coming from Gulfport one time a day.

Explain how the special circumstances requiring the proposed Special Exception are not results of actions of the applicant.

Applicant Response: The circumstances that require this proposed Special Exception stem from the ever changing recycle market and the significant increased cost to run those operations, and thus having to make adjustments to our operations in order to have the ability to offer a recycling option to our community, as it important to them, and us.

DETERMINATION OF APPLICABLE LAW:

The UDO defines a Special Exception as a relaxation of the terms of the Unified Development Ordinance where such an exception 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 undue hardship. Special Exceptions are necessary when an applicant seeks to establish or expand a use not ordinarily permitted in a specific zoning district. "Special Exceptions" are not transferable from one (1) owner of land to another.

Special Exception requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).

Once an application for a Special Exception is submitted to the Planning Department, the procedures outlined in UDO Section 4.14.1 will be followed. At the appropriate time, The Planning Commission will conduct a public hearing to determine whether the applicant meets all relevant criteria, and make a recommendation to City Council pursuant to UDO Section 4.14.4. City Council, pursuant to UDO Section 4.14.4(C), will then consider the matter at its next regularly scheduled meeting and approve or deny the Special Exception.

A Special Exception is required for uses not ordinarily permitted in a specific zoning district. Special Exceptions are not permitted by right, and may only be granted when certain criteria are established. (4.16.4)

Special Exceptions do not run with the land, and may be revoked by the Planning Department if any of the following circumstances are discovered:

The property changes ownership

The property is being utilized in a manner not permitted under the zoning regulations or the special exception;

or

The property ceases to be used for the purpose allowed in the Special Exception for a period of one hundred eighty (180) days during the existence of the Special Exception.

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.

RECOMMENDATION:

The Planning Commission recommends that City Council approve the Special Exception due to the fact that it may cause an economic hardship to the City of Gautier or a loss of recycling service.

The City Council may:

1. Approve the Special Exception;
2. Approve the Special Exception with changes; or
3. Deny the Special Exception.

ATTACHMENTS:

1. Excerpt GPC Meeting 3.5.20
2. Combined Packet 20-03-SE

Excerpt from March 5, 2020 Planning Commission Meeting:

The Planning Department has received a request from Waste Pro of Mississippi for a Special Exception that would allow construction of a recycle dump pad at 4205 Beasley Road located in an AG Agricultural Zoning District (GPC Case No. 20-03-SE)

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

REQUEST:

The Planning Department has received a request from Waste Pro of Mississippi for a Special Exception that would allow construction of a recycle dump pad at their current site located in an AG Agricultural Zoning District at 4205 Beasley Road, PID #82427003.000. The application fee of \$250 was paid on January 21, 2020. All public notice requirements have been met.

BACKGROUND:

The request property is zoned AG Agricultural

1. Location: 4205 Beasley Road (See Exhibit A)
2. General features of the proposed project:
 - Recycle Pad: 30' x 30' concrete pad with concrete block walls on three sides (900 square feet)
 - Site Size: 15 Acres
3. Potable Water and Wastewater Services: Existing from City
4. Current Zoning (See Exhibit B): AG Agricultural
5. Current Surrounding Zoning (See Exhibit B): C-2 Community Commercial, and AG Agricultural.
6. Current Surrounding Existing Land Use (See Exhibit C): Vacant.
7. Comprehensive Plan Future Land Use Designation (See Exhibit D): Low Impact Commercial

DISCUSSION:

The following addresses the review criteria for a Special Exception outlined in Section 4.16.4 of the UDO.

1. Explain how a literal interpretation of the City of Gautier's Unified Development Ordinance would deprive the applicant of rights commonly enjoyed by others

of the district in which the property is located, and would work unnecessary hardship upon the applicant?

Applicant: *In the past we had taken collected recycling material to our Material Recycling facility in Gulfport, sorted the material, and then sold off the commodities to reduce the cost. Recently, the market for recycling materials has changed significantly, and made it impossible for us to keep our Recycling Facility operation going due to cost. We have recently moved from the Gulfport location we rented for material recycling to our own property in Gulfport, however, that location is not large enough to run all of the same types of operations. If we are unable to gain approval of this exception, we will have to continue renting the facility in Gulfport, incur those rental costs, and thus could affect our ability to keep the residents costs for Solid Waste as low as possible.*

2. Explain how the requested Special Exception will be in harmony with the purpose of the City of Gautier's Unified Development Ordinance and will not be injurious to the neighborhood or the general welfare?

Applicant Response: *Our location is land locked on our north side by the Applewhite Landfill which we also operate, and the remainder of the area around us is woods. The closest residences to our location are several hundred feet and we have never received any complaints from any of those residents. The only material that will be dumped on this pad is recyclable material, therefore, there is very slim chance of any strong odor coming from the material. There is also no material left on the pad at the close of business, and the pad will be cleaned every day to ensure the area stays as clean and odor free as possible. The operation is approved, as is, by the Mississippi Department of Environmental Quality, however, we will be installing an Oil Water Separator so that we capture and dispose of any liquids from the dumping of the material and washing down the pad daily. Waste Pro trucks are the only trucks that will be utilizing this pad. The only additional traffic that will be added to our operations is one truck coming from Gulfport one time a day.*

3. Explain how the special circumstances requiring the proposed Special Exception are not results of actions of the applicant.

Applicant Response: *The circumstances that require this proposed Special Exception stem from the ever changing recycle market and the significant increased cost to run those operations, and thus having to make adjustments to our operations in order to have the ability to offer a recycling option to our community, as it important to them, and us.*

DETERMINATION OF APPLICABLE LAW:

1. The UDO defines a Special Exception as a relaxation of the terms of the Unified Development Ordinance where such an exception 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 undue hardship. Special Exceptions are necessary when an applicant seeks to establish or expand a use not ordinarily permitted in a specific zoning district. "Special Exceptions" are not transferable from one (1) owner of land to another.
2. Special Exception requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).
3. Once an application for a Special Exception is submitted to the Planning Department, the procedures outlined in UDO Section 4.14.1 will be followed. At the appropriate time, The Planning Commission will conduct a public hearing to determine whether the applicant meets all relevant criteria, and make a recommendation to City Council pursuant to UDO Section 4.14.4. City Council, pursuant to UDO Section 4.14.4(C), will then consider the matter at its next regularly scheduled meeting and approve or deny the Special Exception.
4. A Special Exception is required for uses not ordinarily permitted in a specific zoning district. Special Exceptions are not permitted by right, and may only be granted when certain criteria are established. (4.16.4)
5. Special Exceptions do not run with the land, and may be revoked by the Planning Department if any of the following circumstances are discovered:
 - A. The property changes ownership
 - B. The property is being utilized in a manner not permitted under the zoning regulations or the special exception; or
 - C. The property ceases to be used for the purpose allowed in the Special Exception for a period of one hundred eighty (180) days during the existence of the Special Exception.

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.

RECOMMENDATION & CONCLUSION:

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 the Special Exception;
2. Recommend that City Council approve the Special Exception with changes; or
3. Recommend that City Council deny the Special Exception.

The applicant was running a few minutes late.

Commissioner Jamison asked Mr. Ankerson if individuals would be able to dump recyclable items at the proposed location.

Mr. Ankerson stated that only the Waste Pro trucks would be dumping at the site. He explained further that because of the rising cost of recycling and the nearest recycle dump pad being in Gulfport, Waste Pro was proposing the construction of the dump pad so they could continue to offer the recycling service at a reasonable cost.

Chairman Wooten asked Mr. Ankerson if Waste Pro had the waste disposal contract for the City of Gautier.

Mr. Ankerson advised that they did have the contract for the city and it had just been renewed last year.

Commissioner Jamison asked where the dump pad would be located and how high the walls would be.

Mr. Geboy, the applicant, had arrived and advised that the proposed pad would be located behind the maintenance building inside the gate. He also stated that the concrete walls would be approximately 8' tall.

Commissioner Davis asked if the pad would be cleaned every day.

Mr. Geboy stated that the pad would be sprayed down every day and that an oil and water separator would be installed so the water would be pumped into the County waste water system and the oil would be put in a vat for Waste Oil to take away.

Commissioner Ward asked if there would be pallets of compacted recycled material stacked in the yard.

Mr. Geboy advised that the sealed compacted material would be stored in a receiver box until it was transported to Florida to be disposed of.

There were none in attendance speaking in opposition.

ACTION TAKEN:

Commissioner Davis made a motion to recommend that City Council approve the Special Exception due to the fact that it may cause an economic hardship to the City of Gautier or a loss of recycling service.

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

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

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

March 5, 2020

GPC #20-03-SE

Waste Pro of Mississippi

4205 Beasley Road

VII. NEW BUSINESS

1. Consider a request by Waste Pro of Mississippi for a SPECIAL EXCEPTION that would allow construction of a recycle dump pad at 4205 Beasley Road, PID #82427003.000 located in an AG Agricultural Zoning District (GPC CASE #20-03-SE)

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: February 13, 2020

Subject: Consider a request for a Special Exception that would allow construction of a recycle dump pad at 4205 Beasley Road, PID #82427003.000 in an AG Agricultural Zoning District (GPC Case No. 20-03-SE)

REQUEST:

The Planning Department has received a request from Waste Pro of Mississippi for a Special Exception that would allow construction of a recycle dump pad at their current site located in an AG Agricultural Zoning District at 4205 Beasley Road, PID #82427003.000. The application fee of \$250 was paid on January 21, 2020. All public notice requirements have been met.

BACKGROUND:

The request property is zoned AG Agricultural

1. Location: 4205 Beasley Road (See Exhibit A)
2. General features of the proposed project:
 - Recycle Pad: 30' x 30' concrete pad with concrete block walls on three sides (900 square feet)
 - Site Size: 15 Acres
3. Potable Water and Wastewater Services: Existing from City
4. Current Zoning (See Exhibit B): AG Agricultural
5. Current Surrounding Zoning (See Exhibit B): C-2 Community Commercial, and AG Agricultural.
6. Current Surrounding Existing Land Use (See Exhibit C): Vacant.
7. Comprehensive Plan Future Land Use Designation (See Exhibit D): Low Impact Commercial

DISCUSSION:

The following addresses the review criteria for a Special Exception outlined in Section 4.16.4 of the UDO.

1. Explain how a literal interpretation of the City of Gautier's Unified Development Ordinance would deprive the applicant of rights commonly enjoyed by others of the district in which the property is located, and would work unnecessary hardship upon the applicant?

Applicant: In the past we had taken collected recycling material to our Material Recycling facility in Gulfport, sorted the material, and then sold off the commodities to reduce the cost. Recently, the market for recycling materials has changed significantly, and made it impossible for us to keep our Recycling Facility operation going due to cost. We have recently moved from the Gulfport location we rented for material recycling to our own property in Gulfport, however, that location is not large enough to run all of the same types of operations. If we are unable to gain approval of this exception, we will have to continue renting the facility in Gulfport, incur those rental costs, and thus could affect our ability to keep the residents costs for Solid Waste as low as possible.

2. Explain how the requested Special Exception will be in harmony with the purpose of the City of Gautier's Unified Development Ordinance and will not be injurious to the neighborhood or the general welfare?

Applicant Response: Our location is land locked on our north side by the Applewhite Landfill which we also operate, and the remainder of the area around us is woods. The closest residences to our location are several hundred feet and we have never received any complaints from any of those residents. The only material that will be dumped on this pad is recyclable material, therefore, there is very slim chance of any strong odor coming from the material. There is also no material left on the pad at the close of business, and the pad will be cleaned every day to ensure the area stays as clean and odor free as possible. The operation is approved, as is, by the Mississippi Department of Environmental Quality, however, we will be installing an Oil Water Separator so that we capture and dispose of any liquids from the dumping of the material and washing down the pad daily. Waste Pro trucks are the only trucks that will be utilizing this pad. The only additional traffic that will be added to our operations is one truck coming from Gulfport one time a day.

3. Explain how the special circumstances requiring the proposed Special Exception are not results of actions of the applicant.

Applicant Response: *The circumstances that require this proposed Special Exception stem from the ever changing recycle market and the significant increased cost to run those operations, and thus having to make adjustments to our operations in order to have the ability to offer a recycling option to our community, as it important to them, and us.*

DETERMINATION OF APPLICABLE LAW:

1. The UDO defines a Special Exception as a relaxation of the terms of the Unified Development Ordinance where such an exception 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 undue hardship. Special Exceptions are necessary when an applicant seeks to establish or expand a use not ordinarily permitted in a specific zoning district. "Special Exceptions" are not transferable from one (1) owner of land to another.
2. Special Exception requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).
3. Once an application for a Special Exception is submitted to the Planning Department, the procedures outlined in UDO Section 4.14.1 will be followed. At the appropriate time, The Planning Commission will conduct a public hearing to determine whether the applicant meets all relevant criteria, and make a recommendation to City Council pursuant to UDO Section 4.14.4. City Council, pursuant to UDO Section 4.14.4(C), will then consider the matter at its next regularly scheduled meeting and approve or deny the Special Exception.
4. A Special Exception is required for uses not ordinarily permitted in a specific zoning district. Special Exceptions are not permitted by right, and may only be granted when certain criteria are established. (4.16.4)
5. Special Exceptions do not run with the land, and may be revoked by the Planning Department if any of the following circumstances are discovered:
 - A. The property changes ownership
 - B. The property is being utilized in a manner not permitted under the zoning regulations or the special exception; or
 - C. The property ceases to be used for the purpose allowed in the Special Exception for a period of one hundred eighty (180) days during the existence of the Special Exception.

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.

RECOMMENDATION & CONCLUSION:

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 the Special Exception;
2. Recommend that City Council approve the Special Exception with changes; or
3. Recommend that City Council deny the Special Exception.

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

SPECIAL EXCEPTION HEARING APPLICATION

Hearing Number

20-03-SE

Special Exception— These uses are not allowed by right, and **require** a recommendation by the Planning

TYPE OF REQUEST:

Special Exception

FEE:

\$250.00

Commission and approval of the City Council.

Name of Applicant: John Geboy

Name of Business: Waste PRO

Address: 4205 Beasley RD. Gautier Ms. 39553

Mailing Address (if different):

Email Address: JGeboy@wastePROUSA.com PID 82427003.000

Phone: 228-818-5393 Cell Phone: 228-369-0525

Reason for request, location and intended use of Property: Need to add a recycle dump pad in order to load into a compactor and transport to recycle center in FL.

ATTACHMENTS REQUIRED AS APPLICABLE:

- ☒ 1. Diagram of intended use, showing dimensions and distances of property, building with setbacks, parking spaces, entrances and exits.
- ☒ 2. Legal descriptions and street address.
- ☒ 3. A detailed project narrative that also addresses the questions on the "Criteria for Approval" page of this application.
- ☒ 4. Copy of protective covenants or deed restrictions, if any.
- ☒ 5. Copies of approvals, or requests for approval, from other agencies, such as, but not limited to, the Mississippi State Department of Health, U.S. Army Corp of Engineers, Mississippi Department of Environmental Quality and Department of Marine Resources.
- ☒ 6. Any other information requested by the Planning Director and/or members of the Technical Review Committee.
- ☒ 7. Owner's Consent form, if anyone other than 100% sole owner makes application (see attached).

Signature of Applicant: [Signature]

FOR OFFICE USE ONLY

Date Received 1/21/2020 Verify as Complete [Signature]

Fee Amount Received 250-

Initials of Employee Receiving Application [Signature]

Date of Application: 1/20/2020

I, John J Jennings, the fee simple owner of the following described property (give legal description):

WASTE PRO OF MISSISSIPPI
4205 BEASLEY RD
GAUTIER, MS 39553
WASTE COLLECTORS

hereby petition to the City of Gautier to Grant a Special Exception of SECTION 4.16 in UNIFIED DEVELOPMENT ORDINANCE

and affirm that John GEBOY is hereby designated to act as agent on my behalf to accomplish the above.

I certify that I have examined the application and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand this application, attachments and fees become part of the official records of the City of Gautier, MS, and are not returnable.

John J Jennings
(Owner's Signature)

The foregoing instrument was acknowledged before me this 20 day of January, 20 20 by John J Jennings, who is personally known to me or has produced

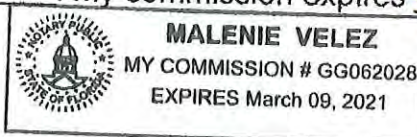
Malenie Velez as identification and who did take an oath.

Malenie Velez
(Printed Name of Notary Public)

Malenie
(Signature of Notary Public)

Commission # _____ My commission expires _____

(Notary's Seal)



SPECIAL EXCEPTION

Criteria for Approval Special Exception

- A. Explain how a literal interpretation of the City of Gautier's Unified Development Ordinance would deprive the applicant of rights commonly enjoyed by others of the district in which the property is located, and would work unnecessary hardship upon the applicant?
- B. Explain how the requested Special Exception will be in harmony with the purpose and intent of the City of Gautier's Unified Development Ordinance and will not be injurious to the neighborhood or the general welfare?
- C. Explain how the special circumstances requiring the proposed Special Exception are not results of actions of the applicant?

**EXCERPT FROM GAUTIER'S UNIFIED DEVELOPMENT ORDINANCE
CONCERNING SPECIAL EXCEPTIONS**

SECTION 4.16: Special Exception

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

4.16.1 Application for Special Exception

Applications for a Special Exception may be filed on the appropriate application available from the Planning Department and shall include all requested information, attachments, and submittals.

4.16.2 Procedure

Once an application for a Special Exception is submitted to the Planning Department, the procedures outlined in UDO Section 4.14.1 will be followed. At the appropriate time, The Planning Commission will conduct a public hearing to determine whether the applicant meets all relevant criteria outlined below, and make a recommendation to City Council pursuant to UDO Section 4.14.4 (A and B). City Council, pursuant to UDO Section 4.14.4(C), will then consider the matter at its next regularly scheduled meeting and approve or deny the Special Exception.

4.16.3 Notice of Public Hearing

Notice of the public hearing for the Special Exception shall be made in a newspaper of regular and general circulation in the city at least fifteen (15) days prior to the public hearing, and a notice shall be posted at City Hall and the effected property for the benefit of the public. Additionally, all adjoining property owners shall be notified by first class mail in accordance with UDO Section 4.14.3.

4.16.4 Criteria for Approval

A Special Exception is required for uses not ordinarily permitted in a specific zoning district. Special Exceptions are not permitted by right, and may only be granted when the following criteria are established:

- A. That a literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by others of the district in which the property is located, and that interpretation of this ordinance would work unnecessary hardship upon the applicant;
- B. That the requested Special Exception will be in harmony with the purpose and intent of this ordinance and will not be injurious to the neighborhood or the general welfare; and
- C. That the special circumstances are not the result of actions of the applicant.

4.16.5 Limitations and Restrictions

Special Exceptions do not run with the land, and may be revoked by the Planning Department if any of the following circumstances are discovered:

- A. The property changes ownership;
- B. The property is being utilized in a manner not permitted under the zoning regulations or the special exception; or
- C. The property ceases to be used for the purpose allowed in the Special Exception for a period of one hundred eighty (180) consecutive days during the existence of the Special Exception.



January 21, 2020

City of Gautier Planning Department

RE: Special Exception to Unified Development Ordinance

Dear Committee,

On behalf of Waste Pro, we would like to request approval for an exception to the Unified Development Ordinance for our property/operations located at 4205 Beasley Rd, Gautier MS. Our location is zoned as Agricultural and we are currently operating under an approved Ordinance exception and the extra exception will not make any significant changes to our current operations nor will it have a negative impact to the community.

We currently collect Recycling for Gautier, Ocean Springs, Pascagoula, and City of Gulfport Residents. In the past we had taken this material to our Material Recycling facility in Gulfport, sorted the material, and then sold off the commodities to reduce the cost, and pass those savings on the Cities. Recently, the market for recycling materials has changed significantly, and made it impossible for us to keep our Recycling Facility operations going due to cost. We continued to use that location, however, eliminated the sorting and selling of the material, and moved to loading the material into a self-contained compactor where, once full, we transport the material to Florida. Recently, we have moved from that Gulfport location (which we rented), to our own property/location in Gulfport. That location is not large enough to run all of the same types of operations, therefore, we are asking to be approved to move the staging operations to Gautier. If we are unable to gain approval of this exception, we will have to continue renting the facility in Gulfport, incur those rental costs, and thus could affect our ability to keep the residents costs for Solid Waste as low as possible.

Our location is land locked on our north side by the Applewhite Landfill which we also operate, and the remainder of the area around us is woods. The closest residences to our location are several hundred feet, and to this day, we have not received one complaint from any of those residents. This additional operation will involve 4-5 trucks dumping on a 30x30 concrete pad with concrete block walls on three sides. Each truck averages approximately 2 tons per load. As soon as the material is dumped it is immediately loaded into a 40-yard total contained compactor receiver box and once the box is full, it is transported to the Emerald Coast Utility Authority Recycling center in Florida. The only material that will be dumped on this pad is recyclable material, therefore, there is very slim chance of any strong odor coming from the material, there is

no material left on the pad at the close of business, and the pad will be cleaned every day to ensure the area stays as clean and order free as possible. Please note, this operation is approved as is by the Mississippi Department of Environmental Quality, however, we will be installing an Oil Water Separator so that we capture and dispose of any liquids from the dumping of the material and washing down the pad daily. Only curbside residential recyclable material will be dumped on this pad, and Waste pro trucks are the only trucks that will be utilizing this pad. An additional positive to this change in operations will be the reduced emissions our trucks will put into the air due to not having to travel to Gulfport Daily. Currently there are four recycle trucks that run daily, One in each city (Gautier, Pascagoula, Ocean Springs, and Gulfport), a three to one beneficial change. The only additional traffic that will be added to our operations is one truck coming from Gulfport one time a day.

The circumstances that require this proposed Special Exception stem from the ever changing recycle market and the significant increased cost to run those operations, and thus having to make adjustments to our operations in order to have the ability to offer a recycling option to our community, as it is important to them, and us.

Thank you for your consideration of this Special Exception.

Sincerely,



John Geboy
Division Manager
Waste Pro of Mississippi, Inc.
(228)369-0525 (cell)
(228) 818-5393 (office)
jgeboy@wasteprousa.com
4205 Beasley St.
Gautier, MS 39553



STATE OF MISSISSIPPI

PHIL BRYANT

GOVERNOR

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

GARY C. RIKARD, EXECUTIVE DIRECTOR

December 13, 2019

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

Re: Proposed Recycling Facility in Gautier, MS

Dear Ms. Yancey:

The Mississippi Department of Environmental Quality (MDEQ) received a letter from Waste Pro of Mississippi, Inc. (Waste Pro) on December 10, 2019 proposing to site a new facility in Jackson County to temporarily store and compact recyclable materials from their curbside recycling collection vehicles prior to off-site transport for processing. This facility would be located on property owned by Waste Pro at 4205 Beasley Road in Gautier, MS just south of the Applewhite Recycling Systems, LLC class I rubbish site. It is the MDEQ's understanding that Waste Pro intends to limit acceptance and management to only pre-sorted recyclable materials such as cardboard and paper products, recyclable plastics, and aluminum cans. As with all curbside recycling collection programs, Waste Pro expects that some incidental amounts of garbage and other non-recyclable materials may be mixed in with some loads, but these materials are to be collected in waste receptacles and transported off-site for proper disposal.

Because Waste Pro intends to receive and manage only recyclable materials at this facility, the facility would not be considered a "processing facility" as defined in the Mississippi Nonhazardous Solid Waste Management Regulations, and as such Waste Pro is not required to obtain a solid waste management permit to begin the proposed operations at this location. These materials will have to be stored and managed in a way that protects the recyclable value of the materials and prevents the recyclables from being "wastes."

However, if at any time the facility proposes to accept and manage non-recyclable wastes on a routine basis, the facility would meet the definition of a "processing facility." In accordance with the Regulations, before Waste Pro could begin receiving such waste, they would first be required to request and be granted formal inclusion of the facility in the Jackson County Solid Waste Management Plan as well as obtain a solid waste processing facility permit from MDEQ. Waste Pro will still be responsible for seeking local government approval and coordinating any local government issues associated with the siting and operation of this facility.

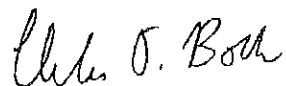
OFFICE OF POLLUTION CONTROL

POST OFFICE BOX 2261 • JACKSON, MISSISSIPPI 39225-2261 • TEL: (601) 961-5171 • FAX: (601) 354-6612 • www.deq.state.ms.us

AN EQUAL OPPORTUNITY EMPLOYER

If you have any questions or comments regarding this matter, please do not hesitate to contact me at (601) 961-5232.

Sincerely,

A handwritten signature in black ink, appearing to read "Charles Bock". The signature is fluid and cursive, with the first name "Charles" and last name "Bock" clearly distinguishable.

Charles Bock, P.E., Manager
Policy, Planning, & Special Programs Branch
Waste Division

cc: Trent Jones – Waste Division
John Geboy – Waste Pro
Jeff Papasan – Waste Pro
Ross Williams – SoilTech Consultants

PRELIMINARY PLANNING
DRAWING
NOT A SURVEY

through staked &
Hogged
7/28/2013
5' from NW
corner of 800

located & flopped
7/29/2019

N:327.954 01
E 1.016.232.06

APPEARENT OWNER:
PLECART LAND HOLDINGS, LLC
DEED BOOK 1421 PAGE 608

FENCE
FENC ROA

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$\frac{3}{4}$	$\frac{3}{4}$
$\frac{1}{4}$	$\frac{1}{4}$
$\frac{1}{2}$	$\frac{1}{2}$

N00 05'43"W 600.05'(M)
N00 05'48"W 599.99'(R)
NORTH 600.00'(RD)

—EAST 1089 00.(RD)—

TE

GATE

WOOD FRAME BUILDING

NETO - Bull Cycle

[illegible]

DATE

De

369°54'12"W 1088.99 (M)
 389°54'11"W 1059.02 (R)
 ---WEST 1089.03 (RD)---

2019 IPF REFERENCE PROGRAM

(M) 85.62
 Wt. 1.75.685
 (g) 86.62
 M. 85.65.685

SOUTH 600.00'(RD)
 200'06'23"E 600.07'(M)
 200'06'14"E 599.91'(R)

2019 IPF REFERENCE PROGRAM

(M) 85.62
 Wt. 1.75.685
 (g) 86.62
 M. 85.65.685

221

EXTENT
APPEAR

30.0' PROPOSED

EN
APP
PUBI
BI

POINT OF
OFF

S89°59'59"W
29.98'(R)
S89°54'12"W
29.98'(M)

SOUTH 600.00'(RD)
S00°06'23"E 600.07'(M)
S00°06'14"E 599.91'(R)

N89°54'09"E
29.96'(M)
S89°59'58"E
29.96'(R)

rough staked &
flogged
7/29/2019
5' from NW
corner of sign

located &
flogged
7/29/2019
REFERENCE
MONUMENT

PROPOSED 30' EASEMENT
FROM WALNUT ACQUISITION CORP.

PRELIMINARY PLANNING DRAWING NOT A SURVEY

EAST 1089.00'(RD)
N89°54'26"E 1058.96'(R)
N89°54'09"E 1058.90'(M)

GATE

DIRT ROAD ENCROACHES

NE 1/4 SE 1/4
SE 1/4 SE 1/4

located &
flogged
7/29/2019

N00°05'43"W 600.05'(M)
N00°05'46"W 599.99'(R)
NORTH 600.00'(RD)

APPARENT OWNER:
APFLECAIT LAND HOLDINGS, LLC
DEED BOOK 1421 PAGE 608

located &
flogged
7/29/2019

N:327,854.91
E:1,036,232.06

FENCE
ENCROACHES

GATE

67'

190.4'

WOOD FRAME
BUILDING

WELL

ASPHALT PAVEMENT

OFFICE
BUILDING

136.1'

207.0'

302.6'

GATE

121.3'

METAL BUILDING

ASPHALT PAVEMENT

TANK
PAD

POINT OF
OFF

S89°54'12"W 1058.99'(M)
S89°54'11"W 1059.02'(R)
WEST 1089.00'(RD)



\$100

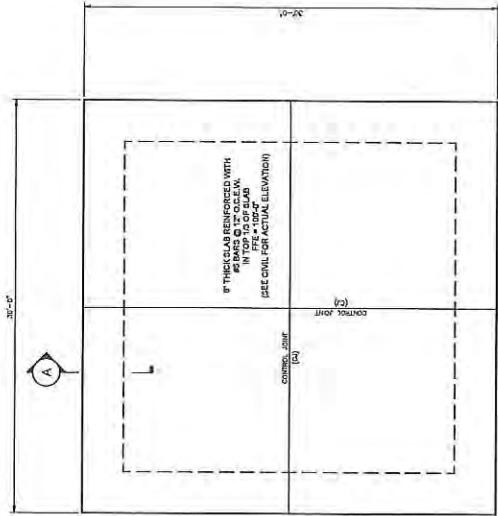
ALSO DESCRIBED WILL BE THAT OFFICE AND OTHER PLACES

COASTAL INDUSTRIAL SERVICES
WASTE PRO FOUNDATION
4205 BEASLEY ROAD
GAUTIER, MS 39553

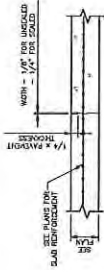
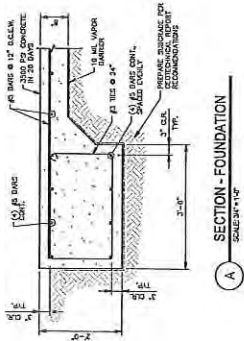


E E C O R T

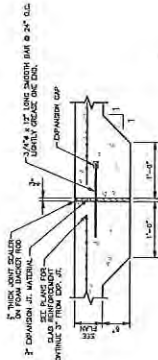
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1 FOUNDATION PLAN
SCALE 1/4" = 1'-0"



NOTES:
1. SAW JOINTS IN GREEN CONCRETE MUST BE MADE DURING PLACEMENT AND OPERATED APPROX. 1 HOUR IN HOT WEATHER AND APPROX. 2 HOURS IN COOL WEATHER TO PREVENT CRACKING.
2. A SAW CUT CONTROL JOINT MUST BE MADE USING A SAW SPECIALLY DESIGNED TO MAKE A CLEAN CUTTING (MADE AS MANUFACTURED BY SFTT-CUT, CHICAGO, ILL.)



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1. SAW JOINTS IN GREEN CONCRETE MUST BE MADE DURING PLACEMENT AND OPERATED APPROX. 1 HOUR IN HOT WEATHER AND APPROX. 2 HOURS IN COOL WEATHER TO PREVENT CRACKING.
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WASTE PRO FOUNDATION
4205 BEASLEY ROAD
GAUTIER, MS 39553

COASTAL INDUSTRIAL SERVICES

FOUNDATION PLAN & SECTIONS

ISSUED FOR: **CONSTRUCTION**

DATE: **01/11/2023**

S100

DESIGNED BY: **WASTE PRO**

CHECKED BY: **WASTE PRO**

DATE: **01/11/2023**

WASTE PRO

2700 Highway 2020
Gautier, MS 39553
(601) 233-1111

COASTAL INDUSTRIAL SERVICES

2700 Highway 2020
Gautier, MS 39553
(601) 233-1111

WASTE PRO

2700 Highway 2020
Gautier, MS 39553
(601) 233-1111

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

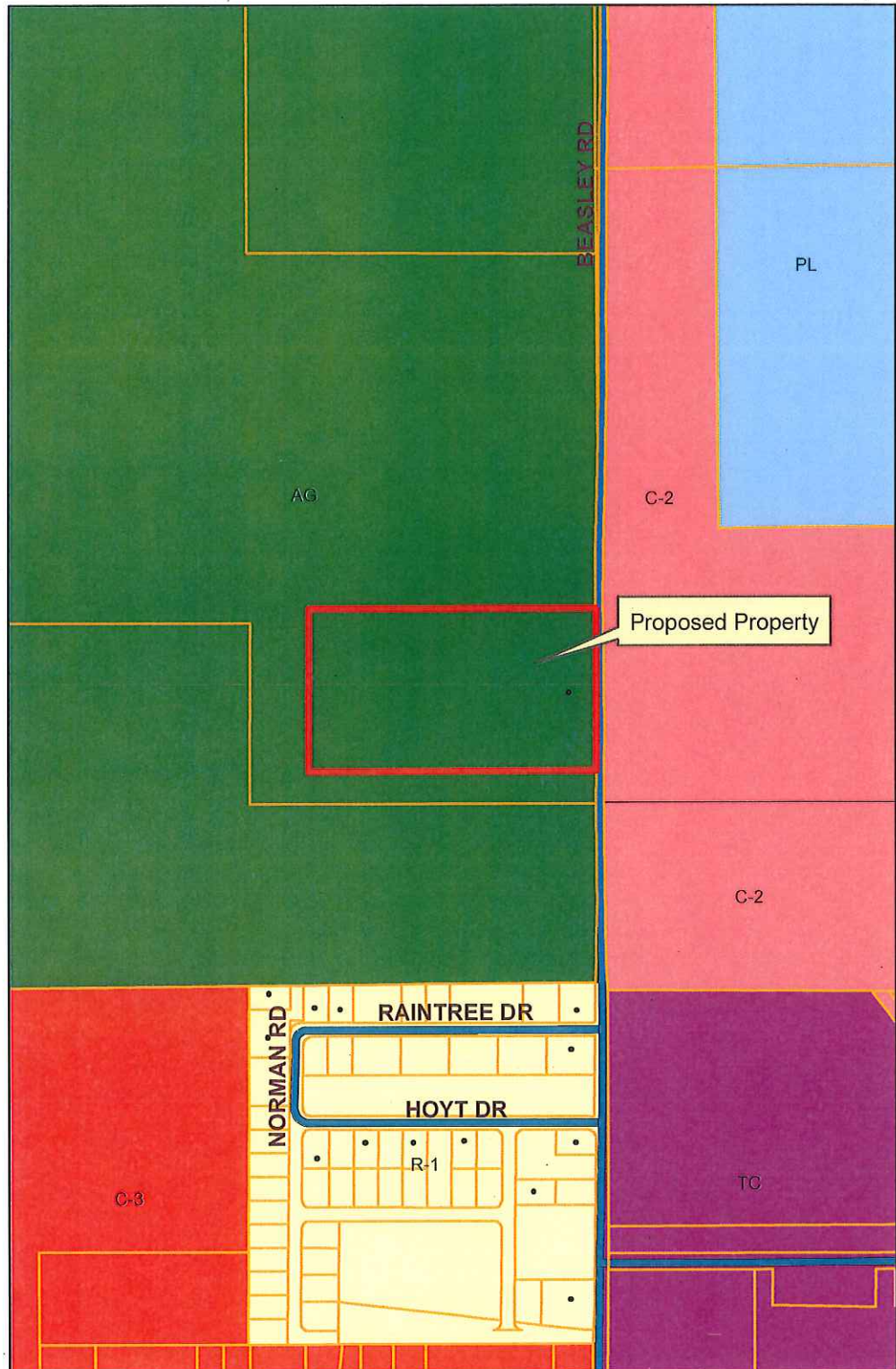


Exhibit C

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

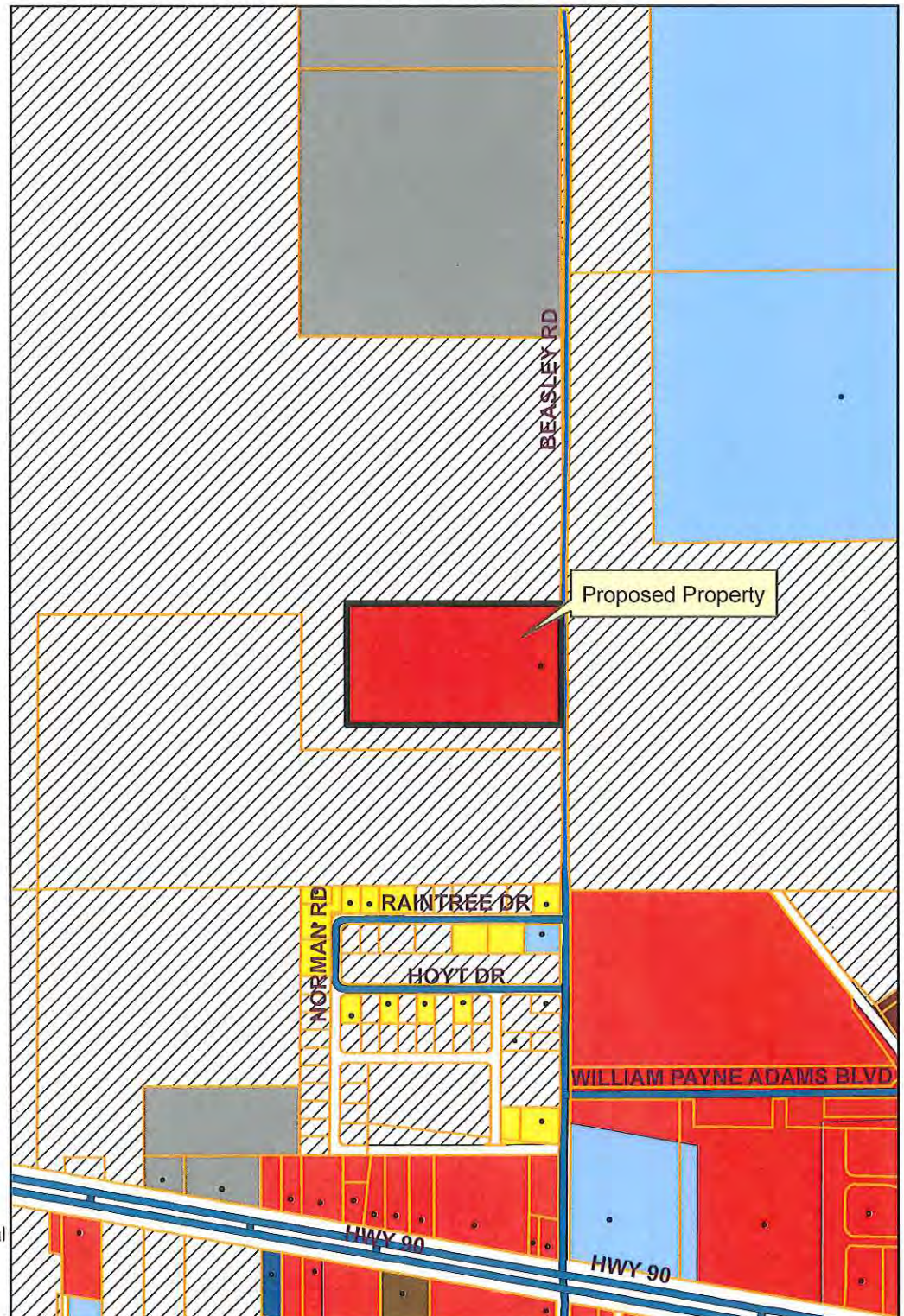


Exhibit D

Future Land-Use

Prepared By:

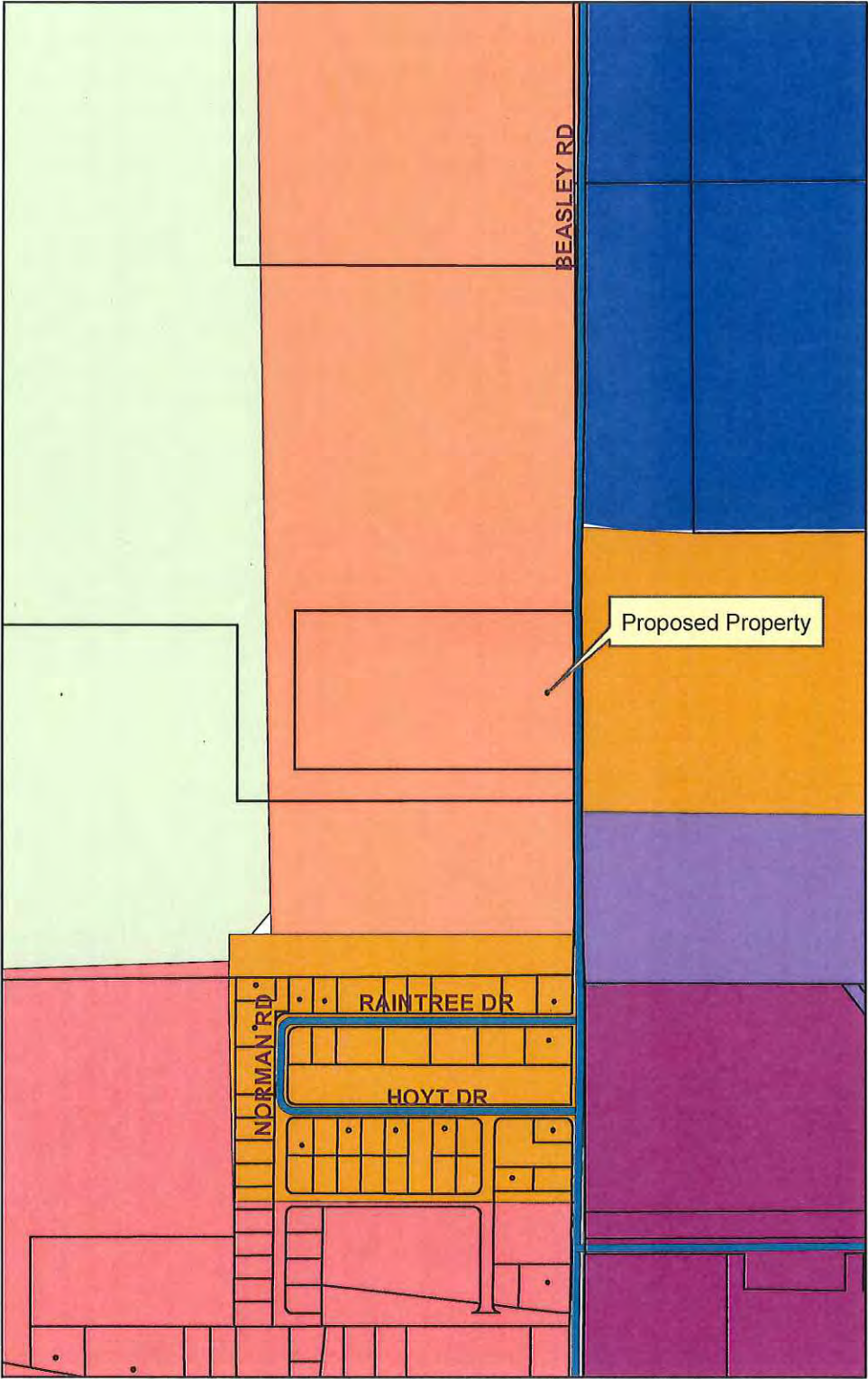
City of Gautier
Planning Department

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



Councilman Vaughan made the motion to approve the final invoice from Magnolia Construction Co., and approval of Change Order No. 4 for the Bemis Avenue Sewer project, as presented. Councilman Colledge 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 323-2020

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

WHEREAS, Magnolia Construction Company LLC (“Magnolia”) entered a contract with the City to perform this project; and

WHEREAS, the quantities utilized in the field were less than estimated which results in a contract reduction by \$26,397.62, from \$660,122 to \$633,724.38; and

WHEREAS, substantial completion was achieved 13 days earlier than anticipated; and

WHEREAS, Change Order No.4 (summary change order) has been submitted, which includes the cost reduction and early completion date; and

WHEREAS, Magnolia has also submitted a final pay invoice for \$64,452.44; and

WHEREAS, the final invoice and summary change order have been reviewed and approved by both Seymour Engineering and by Sample, Hicks & Associates; and

WHEREAS, the Council finds it is in the best interest of the City of Gautier to approve the final invoice from Magnolia Construction Co., and Change Order No.4 for the Bemis Avenue Sewer Project.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Change Order No.4 for the Bemis Avenue Sewer Project is approved.

IT IS FURTHER ORDERED that the final invoice from Magnolia Construction Co. 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 **Councilman Colledge**, and the following vote was recorded:

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 17, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants & Projects Director
Date: March 10, 2020
Subject: CDBG 2018 Bemis Avenue Sewer-Approval of Final Invoice and Change Order No. 4 (Summary)

REQUEST:

The Grants & Projects Department requests City Council approval of the final invoice to Magnolia Construction Co. and Change Order No. 4 (summary) for the Bemis Avenue sewer project.

BACKGROUND:

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

DISCUSSION:

Pay estimate No. 7 (final) is for \$64,452.44. Change Order No. 4 (summary) decreases both the contract amount and the contract time. This summary change order decreases the contract amount by \$26,397.62, from \$660,122 to \$633,724.38. It also reduces the contract time by 13 days.

The final invoice and summary change order has been reviewed and approved by both Seymour Engineering and by Sample, Hicks & Associates, the city's grant administrator for this project.

RECOMMENDATION:

The Grants & Projects Department recommends that City Council approve the final invoice to Magnolia Construction Co. and Change Order No. 4 (summary) for the Bemis Avenue sewer project.

The City Council may:

1. Approve the final invoice to Magnolia Construction Co. and Change Order No. 4 (summary) as presented; or
2. Not approve the final invoice to Magnolia Construction Co. and Change Order No. 4 (summary) as presented.

ATTACHMENT(S):

Final Invoice and Summary Change Order

Pay Estimate

Magnolia Construction Company, L L C

Project Name Bemis Avenue Sewer Improvements
Gautier CDBG 2018 Project
Project Number 1134-18-192-PF-01

Application for Payment No. 7 Final

Work Completed Through 2/7/2020

From Contractor: **Magnolia Construction Company, L.L.C.**
P.O. Box 66096
Baton Rouge LA 70896

To Owner: **City of Gautier**
3330 Hwy 90
Gautier MS 39553

Via Engineer: **Seymour Engineering**
925 Tommy Munro Dr Suite G
Biloxi MS 39532

Original Contract Price \$641,514.00

Additions to Date: Change Order # 1 \$ 3,275.00

Change Order # 2 \$ 4,680.00

Change Order # 3 \$ 8,040.00

Deductions to Date: Change Order #'s _____

Total Change Orders \$ 15,995.00

Contract Price to Date \$ 657,509.00

Quantities Not Installed \$ (23,784.62)

Final Contract Amount \$ 633,724.38

	Month	Thru
		<u>2/7/2020</u>
Work Completed	\$ 1,200.00	\$ 633,724.38
Materials in Inventory	n/a	n/a
Sub-Total	\$ 1,200.00	\$ 633,724.38
Less <u>0%</u> Retainage	\$ 63,252.44	\$ -
Total Amount Due to Date	\$ 64,452.44	\$ 633,724.38
Less Previous Payment(s)		\$ 569,271.94
Amount Due This Application		\$ 64,452.44

Sarah McLellan, E.I.

2/13/2020

**Application for Payment No. 7 Final
City of Gautier MS
Magnolia Construction Company, L.L.C.
Bemis Avenue Sewer Improvements**

For Work Completed Through 2/7/2020

ITEM #	DESCRIPTION	CONTRACT QTY	UNIT PRICE	VALUE	PREVIOUS		THIS PERIOD		TOTAL JOB	
					QUANTITY	VALUE	QUANTITY	VALUE	QUANTITY	VALUE
1	Mobilization	1 ls	\$7,600.00	\$7,600.00	100%	\$7,600.00	0%	\$0.00	100%	\$7,600.00
2	Traffic control	1 ls	\$4,200.00	\$4,200.00	100%	\$4,200.00	0%	\$0.00	100%	\$4,200.00
3	Erosion control	1 ls	\$9,600.00	\$9,600.00	100%	\$9,600.00	0%	\$0.00	100%	\$9,600.00
4	Clearing & grubbing	1 ls	\$3,900.00	\$3,900.00	100%	\$3,900.00	0%	\$0.00	100%	\$3,900.00
5	8" PVC sewer 0-6'	700 lf	\$55.00	\$38,500.00	460.00	\$25,300.00	0.00	\$0.00	460.00	\$25,300.00
6	8" PVC sewer 6-8'	950 lf	\$61.00	\$57,950.00	1,238.00	\$75,518.00	0.00	\$0.00	1,238.00	\$75,518.00
7	8" PVC sewer 8-10'	225 lf	\$88.00	\$19,800.00	178.00	\$15,664.00	0.00	\$0.00	178.00	\$15,664.00
8	8 x 4 service wyes	26 ea	\$126.00	\$3,276.00	27.00	\$3,402.00	0.00	\$0.00	27.00	\$3,402.00
9	4" cleanouts	26 ea	\$114.00	\$2,964.00	22.00	\$2,508.00	0.00	\$0.00	22.00	\$2,508.00
10	Manholes 0-6'	2 ea	\$2,700.00	\$5,400.00	2.00	\$5,400.00	0.00	\$0.00	2.00	\$5,400.00
11	Manholes 6-8'	4 ea	\$3,100.00	\$12,400.00	4.00	\$12,400.00	0.00	\$0.00	4.00	\$12,400.00
12	Manholes 8-10'	1 ea	\$3,600.00	\$3,600.00	1.00	\$3,600.00	0.00	\$0.00	1.00	\$3,600.00
13	4" PVC service lines	800 lf	\$15.00	\$12,000.00	1,101.00	\$16,515.00	0.00	\$0.00	1,101.00	\$16,515.00
14	Connect to existing manhole	1 ea	\$1,900.00	\$1,900.00	1.00	\$1,900.00	0.00	\$0.00	1.00	\$1,900.00
15	Connect to existing lift station	1 ea	\$2,600.00	\$2,600.00	1.00	\$2,600.00	0.00	\$0.00	1.00	\$2,600.00
16	Remove 3hp pumps & install new 5hp pumps	1 ls	\$74,300.00	\$74,300.00	1.00	\$74,300.00	0.00	\$0.00	1.00	\$74,300.00
17	Remove existing manholes from service	4 ea	\$700.00	\$2,800.00	4.00	\$2,800.00	0.00	\$0.00	4.00	\$2,800.00
18	Relocate water service lines	5 ea	\$927.00	\$4,635.00	5.00	\$4,635.00	0.00	\$0.00	5.00	\$4,635.00
19	Flowable fill	100 cy	\$156.50	\$15,650.00	100.00	\$15,650.00	0.00	\$0.00	100.00	\$15,650.00
20	14" PVC force main	1,700 lf	\$66.10	\$112,370.00	1,560.00	\$103,116.00	0.00	\$0.00	1,560.00	\$103,116.00
21	Air release valve w/ MH & odor scrubber	1 ea	\$12,100.00	\$12,100.00	1.00	\$12,100.00	0.00	\$0.00	1.00	\$12,100.00
22	Select backfill	1,200 cy	\$15.70	\$18,840.00	50.00	\$785.00	0.00	\$0.00	50.00	\$785.00
23	610 limestone	1,500 cy	\$0.01	\$15.00	138.00	\$1.38	0.00	\$0.00	138.00	\$1.38
24	Mill existing asphalt	4,000 sy	\$3.90	\$15,600.00	3,874.00	\$15,108.60	0.00	\$0.00	3,874.00	\$15,108.60
25	Asphalt base course 4"	100 sy	\$48.20	\$4,820.00	104.00	\$5,012.80	0.00	\$0.00	104.00	\$5,012.80
26	Asphalt surface course - 1-1/2"	4,000 sy	\$12.00	\$48,000.00	3,912.00	\$46,944.00	0.00	\$0.00	3,912.00	\$46,944.00
27	Roadway striping	1 ls	\$1,200.00	\$1,200.00	0.00	\$0.00	1.00	\$1,200.00	1.00	\$1,200.00
28	Repair concrete driveways	23 ea	\$843.00	\$19,389.00	17.00	\$14,331.00	0.00	\$0.00	17.00	\$14,331.00
29	Repair asphalt driveways	3 ea	\$1,445.00	\$4,335.00	3.00	\$4,335.00	0.00	\$0.00	3.00	\$4,335.00
30	Repair gravel driveways	3 ea	\$382.00	\$1,146.00	1.00	\$382.00	0.00	\$0.00	1.00	\$382.00
31	Replace driveway culverts 12" HDPE	1,000 lf	\$25.30	\$25,300.00	630.00	\$15,939.00	0.00	\$0.00	630.00	\$15,939.00
32	Precast concrete headwalls	42 ea	\$819.00	\$34,398.00	47.00	\$38,493.00	0.00	\$0.00	47.00	\$38,493.00
33	Topsoil	500 cy	\$26.50	\$13,250.00	240.00	\$6,360.00	0.00	\$0.00	240.00	\$6,360.00
34	Riprap	100 tons	\$66.00	\$6,600.00	90.60	\$5,979.60	0.00	\$0.00	90.60	\$5,979.60
35	Re-grade existing ditch	3,200 lf	\$3.00	\$9,600.00	3,200.00	\$9,600.00	0.00	\$0.00	3,200.00	\$9,600.00
36	Sod	1,200 sy	\$6.60	\$7,920.00	4,265.00	\$28,149.00	0.00	\$0.00	4,265.00	\$28,149.00
37	HDPE inlet	1 ea	\$651.00	\$651.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
38	SCADA System	1 ea	\$7,877.00	\$7,877.00	1.00	\$7,877.00	0.00	\$0.00	1.00	\$7,877.00
39	Disconnect & fill abandoned sewer services	26 ea	\$578.00	\$15,028.00	26.00	\$15,028.00	0.00	\$0.00	26.00	\$15,028.00
C.O. 1	Fence at Lift Station	1 ls	\$3,275.00	\$3,275.00	1.00	\$3,275.00	0.00	\$0.00	1.00	\$3,275.00
C.O. 2	Change Asphalt Subcontractor	1 ls	\$4,680.00	\$4,680.00	1.00	\$4,680.00	0.00	\$0.00	1.00	\$4,680.00
C.O. 3	Additional Asphalt Bemis Ave	670 sy	\$12.00	\$8,040.00	628.00	\$7,536.00	0.00	\$0.00	628.00	\$7,536.00
				\$657,509.00	96.20%	\$632,524.38	0.18%	\$1,200.00	96.38%	\$633,724.38

CHANGE ORDER

OWNER:

City of Gautier
3330 US-90
Gautier, MS 39553

CHANGE ORDER NO. 4 (Summary)

DATE: March 10, 2020

CONTRACTOR:

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

ENGINEER: Seymour Engineering, PLLC

PROJECT: Bemis Avenue Sewer
Improvements

SUMMARY:

This Change Order serves to decrease the contract amount and decrease the contract time to reflect the actual cost and time of completion of the project.

In addition, installed quantities in the field differ from the original estimated quantities in the contract. Likewise, some bid items were not utilized. A detailed summary of the quantity adjustments is included with this Change Order. The net change to the Contract amount with these adjustments is a decrease in the total contract amount by \$26,397.62.

Lastly, the original set Substantial Completion date for this project was December 2, 2019 and the actual Substantial Completion date was November 19, 2019. With that said, the time of completion will decrease by thirteen days.

A BREAKDOWN OF THE CONTRACT CHANGES IS SHOWN ON THE NEXT PAGE

THE CONTRACT IS AMENDED AS SHOWN BELOW:

(Not valid until executed by the Owner, Engineer, and Contractor)

The original Contract Sum: \$641,514.00

Net Change by previously authorized Change Orders: \$18,608.00

The Contract Sum prior to this Change Order was: \$660,122.00

The Contract Sum will now Change (-): (\$26,397.62)

The New Contract Sum including this Change Order will be: \$633,724.38

The original Contract Time: May 6, 2019

Net Change by previously authorized Change Orders: 0

The Date of Substantial Completion prior to this Change Order: December 2, 2019

The Contract Time will now Change by (-) days: (13)

The New Date of Substantial Completion will be: November 19, 2019

CONTRACTOR:

ENGINEER:

OWNER:

By: _____ By: _____ By: _____

Date: _____ Date: 3/10/2020 Date: _____

**BEMIS AVENUE SEWER IMPROVEMENTS
GAUTIER CDBG 2018 PROJECT
PROJECT NUMBER: 1134-18-192-PF-01
CHANGE ORDER #4 (SUMMARY)
SUMMARY OF AMENDED QUANTITIES AND TOTALS**

PAY ITEM NO.	PAY ITEM	UNIT	UNIT PRICE	ORIGINAL CONTRACT		AMENDED QUANTITIES		CONTRACT REVISIONS		
				CONTRACT QUANTITY	EXTENSION	INCREASE	DECREASE	NEW QUANTITY	NEW EXTENSION	NEW TOTALS
5	8" PVC Gravity Sewer (0/6-ft deep)	LF	\$ 55.00	700	\$ 38,500.00		(240)	460	\$ 25,300.00	\$ (13,200.00)
6	8" PVC Gravity Sewer (6/8-ft deep)	LF	\$ 61.00	950	\$ 57,950.00	288.00		1,238.00	\$ 75,518.00	\$ 17,568.00
7	8" PVC Gravity Sewer (8/10-ft deep)	LF	\$ 88.00	225	\$ 19,800.00		(47)	178	\$ 15,664.00	\$ (4,136.00)
8	8" x 4" Service Wyes	EA	\$ 126.00	26	\$ 3,276.00	1		27	\$ 3,402.00	\$ 126.00
9	4" Clean Outs	EA	\$ 114.00	26	\$ 2,964.00		(4)	22	\$ 2,508.00	\$ (456.00)
13	4" PVC Service Lines	LF	\$ 15.00	800	\$ 12,000.00	301		1,101	\$ 16,515.00	\$ 4,515.00
20	14" PVC Force Main	LF	\$ 66.10	1,700	\$ 112,370.00		(140.00)	1,560.00	\$ 103,116.00	\$ (9,254.00)
22	Select Backfill	CY	\$ 15.70	1,200	\$ 18,840.00		(1150)	50	\$ 785.00	\$ (18,055.00)
23	610 Limestone	CY	\$ 0.01	1,500	\$ 15.00		(1362)	138	\$ 1.38	\$ (13.62)
24	Mill Existing Asphalt- 1 1/2"	SY	\$ 3.90	4,000	\$ 15,600.00		(126.00)	3,874	\$ 15,108.60	\$ (491.40)
25	Asphalt Base Course- 4"	SY	\$ 48.20	100	\$ 4,820.00	4.00		104	\$ 5,012.80	\$ 192.80
26	Asphalt Surface Course- 1 1/2"	SY	\$ 12.00	4,000	\$ 48,000.00		(88)	3,912	\$ 46,944.00	\$ (1,056.00)
28	Repair Concrete Driveways	EA	\$ 843.00	23	\$ 19,389.00		(6)	17	\$ 14,331.00	\$ (5,058.00)
30	Repair Gravel Driveways	EA	\$ 382.00	3	\$ 1,146.00		(2)	1	\$ 382.00	\$ (764.00)
31	Replace Driveway Culverts (12" HDPE)	LF	\$ 25.30	1,000	\$ 25,300.00		(370)	630	\$ 15,939.00	\$ (9,361.00)
32	Pre-Cast Concrete Headwalls	EA	\$ 819.00	42	\$ 34,398.00	5.00		47	\$ 38,493.00	\$ 4,095.00
33	Top Soil	CY	\$ 26.50	500	\$ 13,250.00		(260)	240	\$ 6,360.00	\$ (6,890.00)
34	Rip Rap	TON	\$ 66.00	100	\$ 6,600.00		(9.40)	90.6	\$ 5,979.60	\$ (620.40)
36	Sod	SY	\$ 6.60	1,200	\$ 7,920.00	3065		4,265	\$ 28,149.00	\$ 20,229.00
37	HDPE Inlet	EA	\$ 651.00	1	\$ 651.00		(1.00)	0	\$	\$ (651.00)
C.O. 3	Additional Asphalt	SY	\$ 12.00	670	\$ 10,653.00		(42.00)	628	\$ 7,536.00	\$ (3,117.00)
TOTAL CONTRACT CHANGE (DECREASE)									\$	(26,397.62)

Councilman Colledge made the motion to approve Change Order No. 1 for the Hwy 57 Utilities Relocation project, as presented, in the amount of \$20,250.00. Mayor Torjusen 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 324-2020

WHEREAS, the City entered into a joint project with the Mississippi Department of Transportation (“MDOT”) for the relocation of the City’s sewer and water lines on Hwy 57 due to the expansion of HWY 57; and

WHEREAS, MDOT has agreed to pay 48.4% of the wastewater infrastructure relocation expenses and 54.8% of the water infrastructure relocation expenses; and

WHEREAS, the City has contracted with DNA Underground, LLC to perform the necessary work; and

WHEREAS, Change Order No. 1 to the DNA contract will allow for elevation of gravity sewer over a creek crossing using a timber support system and concrete collars on each bank of the creek. The work will include installation of four pilings with pipe supports (\$3,850.00), 8 cubic yards of #3500 MDOT Class B concrete (\$9,525.00) and 8’ wide x 12’ long x 1.5’ deep #200 rip rap on each side (\$6,875.00); and

WHEREAS, Change Order No. 1 would increase the contract amount by \$20,250.00, but contract time will not change; and

WHEREAS, Seymour Engineering has reviewed the change order and recommends approval; and

WHEREAS, MDOT will participate in the added costs of Change Order No. 1; and

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 to the DNA Underground, LLC contract 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 **Mayor Torjusen**, 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 March 17, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Brenda Greco, Administrative Clerk
Date: 3/11/2020
Subject: Hwy 57 Utilities Relocation - Change Order No. 1

REQUEST:

The Grants and Projects Department requests that City Council approve Change Order No. 1 for the Hwy 57 Utilities Relocation project.

BACKGROUND:

This is a joint project with the Mississippi Department of Transportation for the relocation of the City's sewer and water lines on Hwy 57. The work is necessary due to the MDOT expansion of Hwy 57 (STP-0066-01(007); 103060-201500).

MDOT has agreed to pay 48.4% of the wastewater expenses and 54.8% of the water expenses.

DISCUSSION:

Change Order No. 1 is to elevate gravity sewer over a creek crossing using a timber support system and concrete collars on each bank of the creek. The work will include installation of four pilings with pipe supports (\$3,850.00), 8 cubic yards of #3500 MDOT Class B concrete (\$9,525.00) and 8' wide x 12' long x 1.5' deep #200 rip rap on each side (\$6,875.00).

This change order would increase the contract amount by \$20,250. The contract time will not change.

Seymour Engineering has reviewed the change order and recommends approval. This project is being funded in part by the Mississippi Department of Transportation, and MDOT will participate in the added costs of Change Order No. 1.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve Change Order No. 1 for the Hwy 57 Utilities Relocation.

The City Council may:

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

ATTACHMENTS:

1. 20200310 Change Order 1 - unexecuted 03.10.20



Tuesday, March 10, 2020

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

Re: Change Order #1 - Highway 57 Utilities Relocation

Ms. Stennett,

For consideration by the Board, I have enclosed Change Order #1 for this project. This Change Order is to elevate gravity sewer over creek crossing using a timber support system and concrete collars on each bank of the creek. The addition of this item will increase the Contract amount by \$20,250.00.

I have reviewed this Change Order and find that it is accurate and correct, and therefore, recommend approval by the Board. Should you have any questions, please do not hesitate to contact me at (228) 223-4588 or rbryant@seymoureneng.com.

Sincerely,
SEYMOUR ENGINEERING

D. Reed Bryant, P.E.
Project Engineer

Enclosures: Change Order #1

CHANGE ORDER

OWNER:

The City of Gautier
3330 U.S.-90
Gautier, MS 39553

CHANGE ORDER NO.

1

DATE: March 10, 2020

CONTRACTOR:

DNA Underground, LLC.
16101 South Swan Road
Gulfport, MS 39503

ENGINEER: Seymour Engineering, PLLC

PROJECT: Highway 57 Utilities Relocation
Gautier, Mississippi

SUMMARY:

This change order serves to increase the contract amount.

The following Items have been added to the Contractor's scope of work: elevate gravity sewer over creek crossing using a timber support system and concrete collars on each bank of the creek. The addition of this item will increase the Contract amount by \$20,250.00.

The Net Change to the Contract Amount will therefore be plus (+) \$20,250.00.

The Contract Time will not change.

THE CONTRACT IS AMENDED AS SHOWN BELOW:

(Not valid until executed by the Owner, Engineer, and Contractor)

The original Contract Sum:	\$690,783.80
Net Change by previously authorized Change Orders:	\$0.00
The Contract Sum prior to this Change Order was:	\$690,783.80
The Contract Sum will now Change (-):	\$20,250.00
The New Contract Sum including this Change Order will be:	\$711,033.80

The original Contract Time:	1/6/2020
Net Change by previously authorized Change Orders:	0
The Date of Substantial Completion prior to this Change Order:	7/3/2020
The Contract Time will now Change by (+) days:	0
The New Date of Substantial Completion will be:	7/3/2020

CONTRACTOR:

ENGINEER:

OWNER:

By:



By:



By:



Date:

03/10/2020

Date:

3-10-2020

Date:





March 10, 2020

D. Reed Bryant, P.E.
Seymour Engineering
925 Tommy Munro Dr., Ste G
Biloxi, MS 39532

**RE; 18-066.04/05 Highway 57 Utilities Relocation - MDOT Proj #STP-0066-01(007);103060-203500
Change Order 1 Request – Creek Crossing**

Dear Reed,

Per the request for changes to the contract for the installation of pilings, pipe supports, concrete anchors and rip rap as per the drawing provided in your change order request. DNA is pleased to provide you with the following quote.

Scope of Work

Installation of 4 each piling, with pipe supports	\$3,850.00
Installation of 8 cubic yards of #3500 MDOT Class B Concrete.	\$9,525.00
Installation of 8' wide x 12' long x 1.5' deep #200 Rip Rap at each side.	\$6,875.00

Total Lump Sum Price - \$20,250.00

Sincerely,

A handwritten signature in blue ink, appearing to read "Tom Rice", written over a horizontal line.

Tom Rice
DNA Underground, LLC.
16101 South Swan Road
Gulfport, MS 39503

Councilman Vaughan made the motion to approve Change Order No. 3 (summary change order), Pay Application No. 5. (including release of retainage) in the amount of \$4,356.86, and certificate of substantial completion dated January 14, 2020, for the City Park Fitness Trail Project, as presented. Councilman Colledge 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 325-2020

WHEREAS, the City of Gautier has awarded and executed a contract with Advanced Construction and Development, LLC, to construct the City Park Fitness Trail; and

WHEREAS, Seymour Engineering is providing surveying, engineering plans and specifications, and construction phase services (bidding and construction Administration) for the City Park Fitness Trail; and

WHEREAS, the Grants and Projects Department requests that City Council approve Change Order No. 3 (summary change order), Pay Application No. 5 (including release of retainage) in the amount of \$4,356.86, and certificate substantial completion dated Jan. 14, 2020, for the City Park Fitness Trail project; and

WHEREAS, this project includes a half-mile asphalt trail with outdoor exercise/fitness modules, exercise instructions, trail signage and a small parking area in the undeveloped portion of City Park, east of current amenities; and

WHEREAS, Change Order No. 3 (summary) would decrease the contract amount by \$351.72 (to \$164,524.28) and increase the contract time by 25 days (mostly due to rain delays and site conditions); and

WHEREAS, Seymour Engineering has reviewed the change order, final pay application, and certificate of substantial completion, and recommends approval.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Change Order No.3, Pay Application No.5 in the amount of \$4,354.86, and certificate of substantial completion for the City Park Fitness Trail project 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 Vaughan**, seconded by **Councilman Colledge**, and the following vote was recorded:

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 17, 2020.



Civil Engineers & Professional Land Surveyors

March 10, 2020

April Stennett
Grants and Projects Director
3330 US Highway 90
Gautier, MS 39553

RE: Closeout Package
City Park Nature Trail, City of Gautier
Advanced Construction and Development, LLC

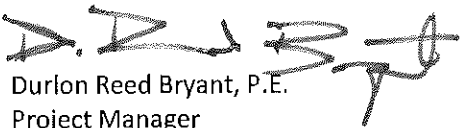
Dear Ms. Stennett,

At this time, all items required by the Contract Documents for this project have been completed. With that said, I request that the City Council consider approval of the following items (each requiring separate approval):

1. Substantial Completion dated January 14, 2019 – This document reflects the actual time of completion for the project. A punch list of items generated at the final inspection is attached to this Certificate, all of which have been resolved. I recommend that the Council approve this Substantial Completion certificate dated January 14, 2020.
2. Change Order #3 (Summary Change Order) – This change order rectifies the project costs and time to reflect the actual costs and time needed to complete the project. It decreases the Contract total cost and increases the Contract time as shown in the Change Order summary. I have reviewed this Change Order and find that it is in order, and therefore, recommend that the Council approve this Change Order #3.
3. Pay Application #5 (Final Pay Application / Releasing of Retainage) – With the rectification of the Substantial Punch list items, the Contractor provided the required waivers including a Consent of Surety to Final Payment as well as an Affidavit of Release of Liens and Payment of Debts and Claims. That said, it is now appropriate to release retainage and pay the Contractor in the amount they have requested. Therefore, I recommend that the Council pay Advanced Construction and Development, LLC in the amount of \$4,356.86.

Approval of these items will effectively release the Contractor from the construction contract with the City. If you have any questions, please do not hesitate to contact me.

Respectfully,
SEYMOUR ENGINEERING


Durlon Reed Bryant, P.E.
Project Manager

Enclosures: Substantial Completion Certificate (3 Copies)
Change Order #3 (3 Copies)
Pay Application #5 (final) (3 Copies)
Contractor's Affidavit of Release of Liens
Contractor's Affidavit of Payment of Debts and Claims
Consent of Surety to Final Payment

Certificate of Substantial Completion

Project: City Park Nature Trail	Owner: The City of Gautier	Owner's Contract No.:
Contract: City Park Nature Trail		Date of Contract: February 5, 2019
Contractor: Advanced Construction and Development, LLC, 619 Hillside Drive, Biloxi, MS 39532		Engineer's Project No.: 18-066.07

This [tentative] [definitive] Certificate of Substantial Completion applies to:

☒ All Work under the Contract Documents:

☐ The following specified portions:

January 14, 2020

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A definitive list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

☐ Amended Responsibilities

☒ Not Amended

Owner's Amended Responsibilities:

N/A

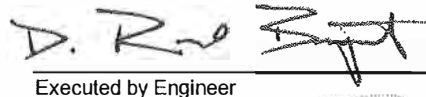
Contractor's Amended Responsibilities:

N/A

The following documents are attached to and made part of this Certificate:

Certificate of Substantial Completion Punch List and Memo

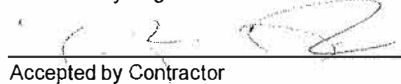
This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.



January 14, 2020

Executed by Engineer

Date


Accepted by Contractor

1/14/20
Date

Accepted by Owner

Date

CERTIFICATE OF SUBSTANTIAL COMPLETION

January 14, 2020

MEMO

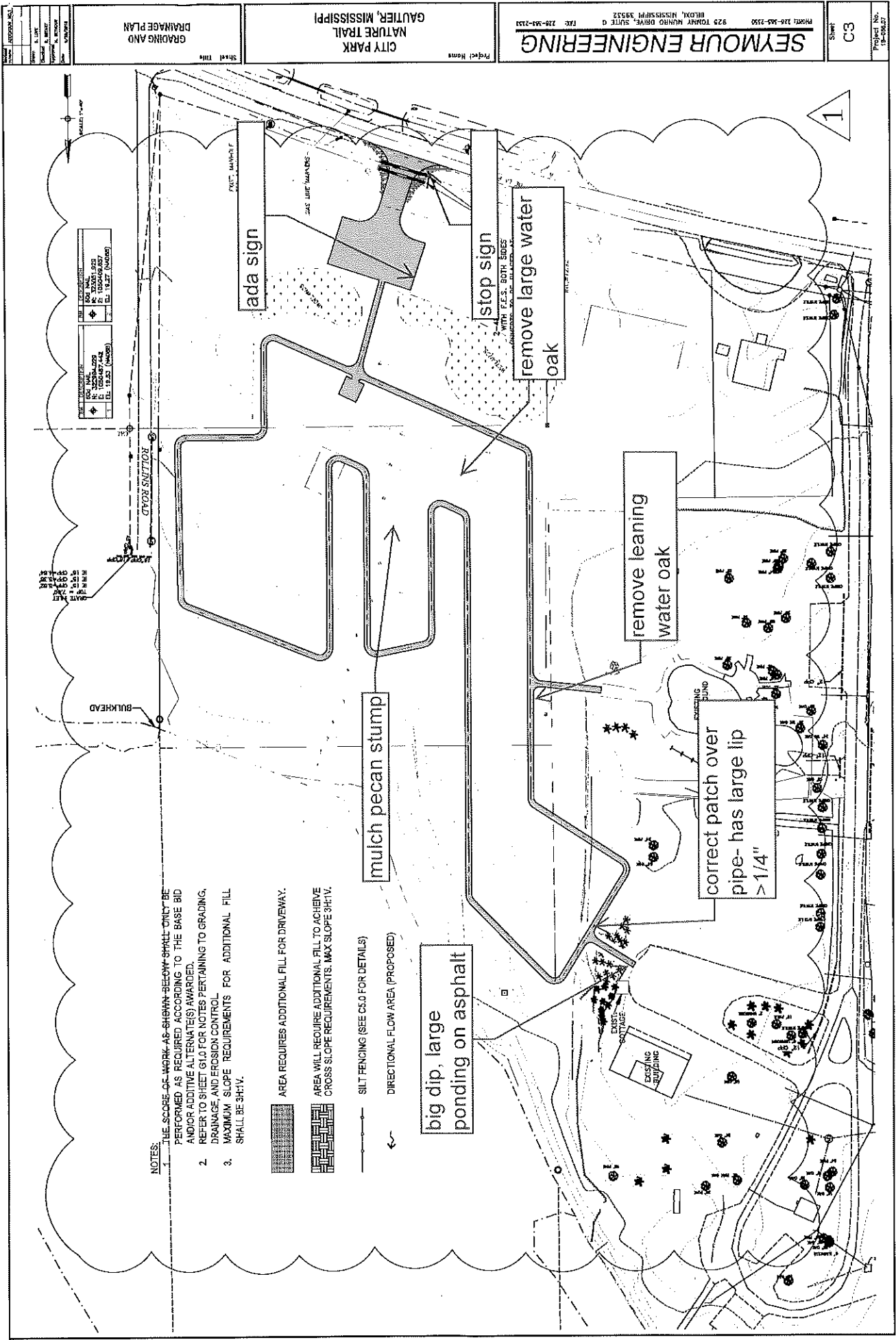
RE: City Park Nature Trail

This Certificate of Substantial Completion serves to cease the Contract Time on January 14, 2020. It should be noted that this date of Substantial Completion is not definitive until accepted by the Owner and all punch list items below are addressed. The Contractor will have 30 days upon substantial completion to resolve all remaining punch list items. The punch list is as follows:

PUNCH LIST

1. Install stop sign at entrance
2. Install ADA sign
3. Mulch pecan stump on track
4. Remove large water oak on southeast side
5. Remove leaning oak near playground
6. Lip on asphalt patch for pipe crossing at rec center
7. Large ponding area at rec center

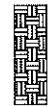
*See attached map for punch list item locations



NOTES:

1. THE SCOPE OF WORK AS SHOWN BELOW SHALL ONLY BE PERFORMED AS REQUIRED ACCORDING TO THE BASE BID AND/OR ADDITIVE ALTERNATE(S) AWARDED. REFER TO SHEET 010 FOR NOTES PERTAINING TO GRADING, DRAINAGE, AND EROSION CONTROL.
2. MAXIMUM SLOPE REQUIREMENTS FOR ADDITIONAL FILL SHALL BE 3H:1V.

- AREA REQUIRES ADDITIONAL FILL FOR DRIVEWAY.
- AREA WILL REQUIRE ADDITIONAL FILL TO ACHIEVE CROSS SLOPE REQUIREMENTS. MAX SLOPE 3H:1V.
- SILT FENCING (SEE C5.0 FOR DETAILS)
- DIRECTIONAL FLOW AREA (PROPOSED)



SEYMOUR ENGINEERING
 929 TOWN OF MOUND DRIVE, SUITE D
 BILBO, MISSISSIPPI 39232
 PHONE: 228-365-7150 FAX: 228-365-7151

CITY PARK NATURE TRAIL
 GAUTIER, MISSISSIPPI

DRAINAGE PLAN

Sheet 11111

Project No. 13-00027

CHANGE ORDER

OWNER:

The City of Gautier
3330 U.S.-90
Gautier, MS 39553

CHANGE ORDER NO. 3 (Summary)**DATE:** February 6, 2020**CONTRACTOR:**

Advanced Construction and Development, LLC
619 Hillside Drive
Biloxi, MS 39532

ENGINEER: Seymour Engineering, PLLC**PROJECT:** City Park Nature Trail,
Gautier, Mississippi

SUMMARY:

This change order serves to reflect the actual time and cost to complete the project as outlined in the Contract Documents, and amended as such. This Summary Change Order Decreases the Contract amount by \$351.72 and increases the Contract Time by 25 days.

The following Items have been deleted from the Contractor's scope of work:

- Construct the concrete footings needed for the Leg Press machine as part of the new fitness equipment installation. The omission of this item from the Contract will decrease the contract amount by \$351.72.

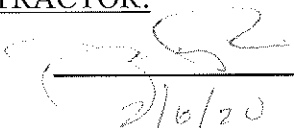
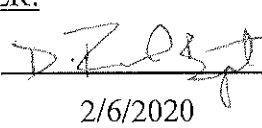
Given rain delays, site conditions due to rain, and the availability of asphalt material for the repairs required for piped crossings, the Contract time will need to be increased by 25 days.

THE CONTRACT AMOUNT IS AS SHOWN ON THE NEXT PAGE:

THE CONTRACT IS AMENDED AS SHOWN BELOW:**(Not valid until executed by the Owner, Engineer, and Contractor)**

The original Contract Sum:	\$177,000.00
Net Change by previously authorized Change Orders:	(\$12,124.00)
The Contract Sum prior to this Change Order was:	\$164,876.00
The Contract Sum will now Change (-):	(\$351.72)
The New Contract Sum including this Change Order will be:	\$164,524.28

The original Contract Time:	3/25/2019
Net Change by previously authorized Change Orders:	150
The Date of Substantial Completion prior to this Change Order:	12/20/2019
The Contract Time will now Change by (+) days:	25
The New Date of Substantial Completion will be:	1/14/2020

CONTRACTOR:ENGINEER:OWNER:By: By: 

By: _____

Date: 2/6/20Date: 2/6/2020

Date: _____

TO OWNER:

City of Gautier
3330 Hwy 90
Gautier, MS 39553

FROM CONTRACTOR:

ACAD, llc
619 Hillside Dr.
Biloxi, MS 39532
CONTRACT FOR: Gautier City Park Nature Trail

VIA ARCHITECT:

Seymour Engineering
930 Tommy Munro Dr.
Biloxi, MS 39532

APPLICATION NO:

5 & Final

Distribution to:

☒	OWNER
☒	ARCHITECT
☒	CONTRACTOR
☐	
☐	

PERIOD TO: 1/30/2020

PROJECT NOS:

CONTRACT DATE 2/5/2019

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

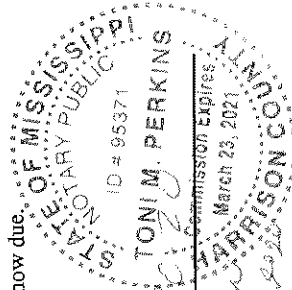
1. ORIGINAL CONTRACT SUM \$ 177,000.00
2. Net change by Change Orders \$ (12,475.72)
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 164,524.28
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 164,524.28
5. RETAINAGE:
 - a. % of Completed Work \$
 - b. (Column D + E on G703) \$
 - c. % of Stored Material \$
 - d. (Column F on G703) \$
 Total Retainage (Lines 5a + 5b or 5c) \$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 164,524.28
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 160,167.42
8. CURRENT PAYMENT DUE \$ 4,356.86
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$8,793.00	\$20,917.00
Total approved this Month		\$351.72
TOTALS	\$8,793.00	\$21,268.72
NET CHANGES by Change Order	(\$12,475.72)	

CONTRACTOR:

By:  Date: 1/30/20

State of: Mississippi County of: Harrison
Subscribed and sworn to before me this 30th day of January 2020
Notary Public: Toni M. Perkins
My Commission expires: 2/23/21



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 4,356.86

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By:  Date: 3.6.2020

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 3

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
 Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 3
 APPLICATION DATE: 1/30/2020
 PERIOD TO: 1/30/2020
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	Mobilization	\$25,601.00	\$25,601.00	\$0.00		\$25,601.00	100%	\$0.00	
2	Clear & Grubbing	\$12,500.00	\$12,500.00	\$0.00		\$12,500.00	100%	\$0.00	
3	Fence Removal	\$150.00	\$150.00	\$0.00		\$150.00	100%	\$0.00	
4	Fill	\$7,200.00	\$7,200.00	\$0.00		\$7,200.00	100%	\$0.00	
5	Asphalt @ 2"	\$22,500.00	\$22,500.00	\$0.00		\$22,500.00	100%	\$0.00	
6	Asphalt @ 4"	\$23,700.00	\$23,700.00	\$0.00		\$23,700.00	100%	\$0.00	
7	610 Crushed Concrete	\$20,160.00	\$20,160.00	\$0.00		\$20,160.00	100%	\$0.00	
8	Fabric	\$3,375.00	\$3,375.00	\$0.00		\$3,375.00	100%	\$0.00	
9	29x18 RCAP	\$5,184.00	\$5,184.00	\$0.00		\$5,184.00	100%	\$0.00	
10	Promote Positive Drainage	\$1,800.00	\$1,800.00	\$0.00		\$1,800.00	100%	\$0.00	
11	Erosion Control	\$4,500.00	\$4,500.00	\$0.00		\$4,500.00	100%	\$0.00	
12	Striping	\$2,600.00	\$2,600.00	\$0.00		\$2,600.00	100%	\$0.00	
13	Wheel Stops	\$1,125.00	\$1,125.00	\$0.00		\$1,125.00	100%	\$0.00	
14	HC & Stop Signs	\$250.00	\$250.00	\$250.00		\$250.00	100%	\$0.00	
15	Surveying	\$4,500.00	\$4,500.00	\$0.00		\$4,500.00	100%	\$0.00	
	CO#1	(\$20,917.00)	(\$20,917.00)	\$0.00		(\$20,917.00)	100%	\$0.00	
	CO#2	\$8,793.00	\$8,441.28	\$351.72		\$8,793.00	100%	\$0.00	
	Summary CO#3	(\$351.72)	(\$351.72)	(\$351.72)		(\$351.72)	100%	\$0.00	
	Alternate A								
16	Mobilization	\$3,160.00	\$3,160.00	\$0.00		\$3,160.00	100%	\$0.00	
17	Fill	\$3,600.00	\$3,600.00	\$0.00		\$3,600.00	100%	\$0.00	
18	Asphalt @ 2"	\$16,150.00	\$16,150.00	\$0.00		\$16,150.00	100%	\$0.00	
19	610 Crushed Concrete	\$11,520.00	\$11,520.00	\$0.00		\$11,520.00	100%	\$0.00	
20	Fabric	\$1,425.00	\$1,425.00	\$0.00		\$1,425.00	100%	\$0.00	
21	Promote Positive Drainage	\$1,200.00	\$1,200.00	\$0.00		\$1,200.00	100%	\$0.00	
22	Erosion Control	\$3,675.00	\$3,675.00	\$0.00		\$3,675.00	100%	\$0.00	
23	Surveying	\$1,125.00	\$1,125.00	\$0.00		\$1,125.00	100%	\$0.00	
	GRAND TOTALS	\$164,524.28	\$164,274.28	\$250.00	\$0.00	\$164,524.28	100.0%	\$0.00	\$0.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

Progress Estimate

Contractor's Application

PAGE 3 OF 3

For (contract):				Gautier City Park Nature Trail				Application Number: 3			
Application Period:				1/30/2020				Application Date: 1/30/2020			
A				B				F			
Item		Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	D	E	Total Completed and Stored to Date (D + E)	% (F) B	Balance to Finish (B - F)	
Bid Item No.	Description										
1	Mobilization	1	\$25,601.00	\$25,601.00		\$0.00		\$25,601.00	100.0%	\$0.00	
2	Clear & Grubbing	2.5	\$5,000.00	\$12,500.00		\$0.00		\$12,500.00	100.0%	\$0.00	
3	Fence Removal	30	\$5.00	\$150.00		\$0.00		\$150.00	100.0%	\$0.00	
4	Fill	600	\$12.00	\$7,200.00		\$0.00		\$7,200.00	100.0%	\$0.00	
5	Asphalt @ 2"	1250	\$18.00	\$22,500.00		\$0.00		\$22,500.00	100.0%	\$0.00	
6	Asphalt @ 4"	790	\$30.00	\$23,700.00		\$0.00		\$23,700.00	100.0%	\$0.00	
7	610 Crushed Concrete	280	\$72.00	\$20,160.00		\$0.00		\$20,160.00	100.0%	\$0.00	
8	Fabric	2250	\$1.50	\$3,375.00		\$0.00		\$3,375.00	100.0%	\$0.00	
9	29x18 RCAP	96	\$54.00	\$5,184.00		\$0.00		\$5,184.00	100.0%	\$0.00	
10	Promote Positive Drainage	3	\$600.00	\$1,800.00		\$0.00		\$1,800.00	100.0%	\$0.00	
11	Erosion Control	1	\$4,500.00	\$4,500.00		\$0.00		\$4,500.00	100.0%	\$0.00	
12	Striping	1	\$2,600.00	\$2,600.00		\$0.00		\$2,600.00	100.0%	\$0.00	
13	Wheel Stops	9	\$125.00	\$1,125.00	2	\$0.00		\$1,125.00	100.0%	\$0.00	
14	HC & Stop Signs	2	\$125.00	\$250.00		\$250.00		\$250.00	100.0%	\$0.00	
15	Surveying	3	\$1,500.00	\$4,500.00		\$0.00		\$4,500.00	100.0%	\$0.00	
	CO#1	1	(\$20,917.00)	-\$20,917.00		\$0.00		-\$20,917.00	100.0%	\$0.00	
	CO#2	1	\$8,793.00	\$8,793.00	0.04	\$351.72		\$8,793.00	100.0%	\$0.00	
	Summary CO#2	1	-\$351.72	-\$351.72	1	-\$351.72		-\$351.72	100.0%	\$0.00	
	Alternate A										
16	Mobilization	1	\$3,160.00	\$3,160.00		\$0.00		\$3,160.00	100.0%	\$0.00	
17	Fill	300	\$12.00	\$3,600.00		\$0.00		\$3,600.00	100.0%	\$0.00	
18	Asphalt @ 2"	850	\$19.00	\$16,150.00		\$0.00		\$16,150.00	100.0%	\$0.00	
19	610 Crushed Concrete	160	\$72.00	\$11,520.00		\$0.00		\$11,520.00	100.0%	\$0.00	
20	Fabric	950	\$1.50	\$1,425.00		\$0.00		\$1,425.00	100.0%	\$0.00	
21	Promote Positive Drainage	2	\$600.00	\$1,200.00		\$0.00		\$1,200.00	100.0%	\$0.00	
22	Erosion Control	1	\$3,675.00	\$3,675.00		\$0.00		\$3,675.00	100.0%	\$0.00	
23	Surveying	0.75	\$1,500.00	\$1,125.00		\$0.00		\$1,125.00	100.0%	\$0.00	
Totals				\$164,524.28		\$250.00	\$0.00	\$164,524.28	100.0%	\$0.00	

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

AIA DOCUMENT G706A - ELECTRONIC FORMAT

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

TO OWNER: City of Gautier
(Name and address) 3330 Hwy 90
PROJECT: Gautier, MS 39553
(Name and address)
Gautier City Park Nature Trail

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

CONTRACT DATED:

STATE OF:
COUNTY OF:

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

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR:
(Name and address)

BY:

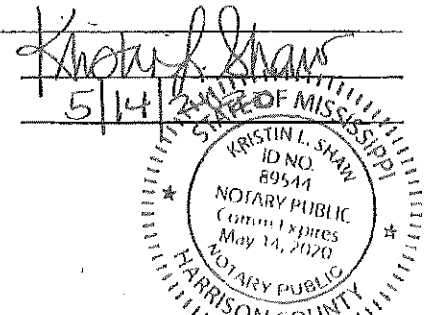
(Signature of authorized representative)

Jana Gibson owner
(Printed name and title)

Subscribed and sworn to before me on this date: 1/14/2020

Notary Public:

My Commission Expires:



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Electronic Format G706A - 1994

**CONTRACTOR'S AFFIDAVIT OF
PAYMENT OF DEBTS AND CLAIMS**
AIA DOCUMENT G706 - ELECTRONIC FORMAT

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

TO OWNER: City of Gautier
(Name and address) 3330 Hwy 90
PROJECT: Gautier, MS 39553
(Name and address)
Gautier City Park Nature Trail

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

CONTRACT DATED: 2/5/2019

STATE OF:
COUNTY OF:

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

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose.

Indicate attachment: ☒ yes ☐ no

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR:
(Name and address)

BY:

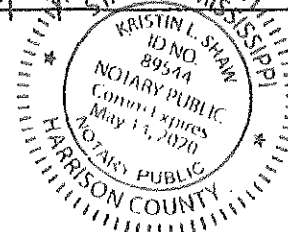
(Signature of authorized representative)

Jason Gibson owner
(Printed name and title)

Subscribed and sworn to before me on this date: 1/14/2020

Notary Public:

My Commission Expires:



© 1994 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292. AIA DOCUMENT G706 - CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS - 1994 EDITION - AIA® - WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced in accordance with your license without violation until the date of expiration as noted below. User Document: g706.aia -- 3/14/2001. AIA License Number 1003819, which expires on 7/31/2001.

Electronic Format G706-1994



AIA[®]

Document G707™ – 1994

Consent Of Surety to Final Payment

Bond # 5140294

PROJECT: (Name and address)
City Park Nature Trail

ARCHITECT'S PROJECT NUMBER:

OWNER: ☐

CONTRACT FOR: Construction

ARCHITECT: ☐

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

CONTRACT DATED:

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Old Republic Surety Company
P.O. Box 1635
Milwaukee, WI 53201

, SURETY,

on bond of

(Insert name and address of Contractor)

ACAD, LLC
1979 Bayside Dr.
Biloxi, MS 39532

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety
of any of its obligations to

(Insert name and address of Owner)

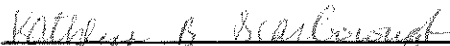
City of Gautier
3330 Hwy 90
Gautier, MS 39553

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: January 13th, 2020
(Insert in writing the month followed by the numeric date and year.)

Old Republic Surety Company
(Surety)


(Signature of authorized representative)

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

Attest:
(Seal):





OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

TROY WAGENER, JIM E. BRASHIER, TEB JONES, DAVID FORTENBERRY, MARY NORVAL, RICHARD HOWELL, KIM BARHUM, KATHLEEN B SCARBOROUGH, DEWEY B. MASON, SUSAN M SKRMETTA, JOSEPH R BEATTIE, LISA R. BUTLER, PATRICK T. MASON, CHRIS BOONE, SHARON TUTEN, CHARLOTTE A. RAMSEY, OF BILOXI, MS

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 6TH day of DECEMBER, 2019.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner

Assistant Secretary



Alan Pavlic

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 6TH day of DECEMBER, 2019

, personally came before me, Alan Pavlic and

Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My commission expires: 9/28/2022

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

87-0829

Signed and sealed at the City of Brookfield, WI this 13th day of January, 2020.



Karen J. Haffner

Assistant Secretary

BXS INSURANCE, INC.

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants Administrator
Date: 3/11/2020
Subject: City Park Fitness Trail — Change Order No. 3 (Summary), Pay Application No. 5 (Including Release of Retainage), and Substantial Completion

REQUEST:

The Grants and Projects Department requests that City Council approve Change Order No. 3 (summary), Pay Application No. 5 (including release of retainage) in the amount of \$4,356.86, and substantial completion dated Jan. 14, 2020, for the City Park Fitness Trail project.

BACKGROUND:

This project includes a half-mile asphalt trail with outdoor exercise/fitness modules, exercise instructions, trail signage and a small parking area in the undeveloped portion of City Park, east of current amenities. The trail also ties into the senior center parking area and back side of the playground.

Advanced Construction and Development, LLC received the contract to construct the trail.

DISCUSSION:

Change Order No. 3 (summary) would decrease the contract amount by \$351.72 and increase the contract time by 25 days (mostly due to rain delays and site conditions). One item (constructing concrete footings for a leg press machine) was removed from the contractor's scope of work, as the recreation department had to pour the concrete in place for this piece of equipment. This change in the contractor's scope of work led to the \$351.72 decrease in the contract amount, which is now \$164,524.28.

Seymour Engineering has reviewed the change order and final pay application 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 (summary), Pay Application No. 5 (including release of retainage) in the amount of \$4,356.86, and substantial completion dated Jan. 14, 2020, for the City Park Fitness Trail project.

The City Council may:

- 1) Approve Change Order No. 3, Pay Application No. 5, and substantial completion as presented; or
- 2) Not approve Change Order No. 3, Pay Application No. 5, and substantial completion as presented.

ATTACHMENTS:

1. City Park Nature Trail Closeout Package

Councilman Colledge 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 Vaughan seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 326-2020

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 **Councilman Colledge**, seconded by **Councilman Vaughan**, and the following vote was recorded:

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 17, 2020.

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	201400	03/17/2020	02/28/2020			651.48	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	SOUTH FD 76008001		02182020	02/26/2020			267.51
	001-170-631	BACOT PARK 10137		02182020	02/26/2020			233.66
	001-201-629	SIGNAL LIGHTS 10138		02182020	02/26/2020			126.81
	001-170-631	BACOT SPLASHPAD 103751001		02182020	02/26/2020			23.50
001	ENTERPRISE FUND	201413	03/17/2020	03/02/2020			89,613.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-104	TR MDEQ WIRE: FUND 360		01102020	01/10/2020			20,950.00
	001-000-104	TR MDEQ WIRE: FUND 360		03022020	03/02/2020			68,663.00
001	SECURE NETWORKS LLC	201415	03/17/2020	03/02/2020			2,280.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	APR 2020 NETWORK SERVICES		4082	02/14/2020			2,280.00
001	DELTA COMPUTER SYSTEMS INC	201418	03/17/2020	03/02/2020			510.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	ACCTG SOFTWARE MAINT		MN110174	02/01/2020			350.00
	001-092-698	PRIV LICENSE SOFTWARE MAINT		MN110175	02/01/2020			140.00
	001-092-698	VOTER REG SOFTWARE MAINT		MNHR000566	02/01/2020			20.00
001	BLOSSMAN GAS INC	201421	03/17/2020	03/02/2020			189.92	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-630	PROPANE GAS: NORTH STN		9240047	02/06/2020			189.92
001	CENTERPOINT ENERGY	201423	03/17/2020	03/02/2020			134.61	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-630	CENTRAL FIRE STN:1/27-2/24/20		11000885-1	03/02/2020			98.89
	001-161-630	SOUTH FIRE STN:1/27-2/24/20		11000999-0	03/02/2020			35.72
001	O'REILLY AUTO PARTS	201424	03/17/2020	03/03/2020			884.61	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	BLOWER MOTOR: U #14399		1978155688	01/29/2020			44.59
	001-100-570	DISC PAD SET: U #12411		1978156382	02/06/2020			85.88
	001-100-570	14OZ BRAKE CLN (6): U #12411		1978156382	02/06/2020			14.94
	001-161-638	14OZ BRAKE CLN (6): C33		1978156383	02/06/2020			14.94
	001-100-570	HEAD LIGHT BULB		1978156880	02/11/2020			6.96
	001-161-638	OUTLET GASKET (2): C33		1978156928	02/12/2020			17.76
	001-161-638	TENSIONER, IDLER (2), FRGT:C33		1978157036	02/13/2020			187.11
	001-161-638	MICRO-V BELT: C33		1978157037	02/13/2020			72.92
	001-161-638	COOLANT HOSE: C33		1978157522	02/19/2020			84.56
	001-205-638	OIL, FUEL & AIR FILTER		1978157651	02/20/2020			20.69
	001-205-638	WIPER BLADE(2), 1QT & 5QT OIL		1978157651	02/20/2020			25.96
	001-161-638	1GAL OIL (3): FIRE TRKS		1978157981	02/24/2020			59.97
	001-100-570	NEW WATER PUMP: U #12416		1978157982	02/24/2020			96.83
	001-100-570	CDT RTN:NEW WATER PUMP U#12416		1978158004	02/24/2020			-96.83
	001-100-570	THERMOSTAT, OUTLET SEAL:U#14401		1978158085	02/25/2020			10.72
	001-100-570	IDLER PULLEY: U #14405		1978158116	02/25/2020			17.10
	001-100-570	TENSIONER: U #14405		1978158120	02/25/2020			34.64

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	O'REILLY AUTO PARTS	201424	03/17/2020	03/03/2020			884.61	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-570	CDT RTN: IDLER PULLEY U #14405	1978158120	02/25/2020			-17.10	
	001-100-570	COOLANT HOSE: U #12416	1978158168	02/26/2020			36.24	
	001-100-570	DORMAN OE SOLUTIONS: U #12416	1978158168	02/26/2020			46.79	
	001-100-570	1GAL ANTIFREZ (6): PD CHARGERS	1978158170	02/26/2020			119.94	
001	GOVERNMENT BRANDS SHARED SERVICES	201432	03/17/2020	03/04/2020			1,475.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-010-698	MAR 2020 COURT SUPPORT	1-45601	03/02/2020			1,475.00	
001	AUTO TRUCK AND TRAILER PARTS INC	201437	03/17/2020	03/04/2020			1,616.45	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-205-525	HYD OIL (5): FORKLIFT	280353	02/04/2020			142.50	
	001-161-638	CV FILTER: C33	280394	02/06/2020			120.00	
	001-100-570	WIPER BLADES (4): PD EXPLORERS	280376	02/10/2020			41.56	
	001-100-570	BRAKE PADS (2): U #16223	280373	02/10/2020			68.76	
	001-100-570	WASH BRUSH: POLICE DEPT	280450	02/10/2020			18.70	
	001-161-638	THERMOSTAT: C33	280475	02/11/2020			26.46	
	001-161-638	COMPRESSOR,DRIER,VALVE: C33	280478	02/11/2020			408.88	
	001-100-570	BATT: U #12798	280510	02/13/2020			105.00	
	001-161-638	THERMOSTAT HOUSING	280531	02/14/2020			33.97	
	001-205-570	BATT: RANGER #909	280582	02/18/2020			86.00	
	001-161-638	ANTIFREEZE (5): C33	280583	02/18/2020			57.50	
	001-161-638	FREON,1GAL ROTELLA,FILTER: C33	280587	02/19/2020			103.09	
	001-100-570	AIR CHUCK, AIR HOSE	280645	02/21/2020			88.51	
	001-100-570	BATT: U #14405	280702	02/25/2020			105.00	
	001-100-570	BATT: U #12411	280692	02/25/2020			130.00	
	001-100-570	OIL FILTERS (12): PD VEHICLES	280728	02/26/2020			80.52	
001	LOWES HOME CENTERS INC	201444	03/17/2020	03/05/2020			848.21	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-205-559	KOBALT 20GAL COMPRESSOR	901858	01/29/2020			227.05	
	001-205-559	2500CT FRAMING NAILS	901772	01/29/2020			56.04	
	001-170-559	SUPPLIES: SPORTS COMPLEX	901022	01/30/2020			36.21	
	001-170-559	WIRE CUP, CHUCK KEY (2),GAUGE	901973	01/30/2020			27.11	
	001-201-559	GRINDER DISC: SPORTS COMPLEX	902699	01/30/2020			18.02	
	001-161-559	SWV MOUNT PHOTOCCELL	901636	02/07/2020			13.76	
	001-092-635	ASRT SCREWS	901972	02/09/2020			2.76	
	001-092-635	620-FL EGGSHELL PAINT	901310	02/10/2020			93.08	
	001-092-635	116-FL NEUTRAL PAINT (2)	901310	02/10/2020			43.66	
	001-092-635	6PC PAINT KIT,MASK PAPER (2)	901310	02/10/2020			25.78	
	001-092-635	3PK PAINT ROLLER, STL SCRAPER	901310	02/10/2020			19.34	
	001-092-635	PAINT PAIL, PAINT LINERS	901310	02/10/2020			13.55	
	001-092-635	SCOTCH BLUE 1.88WX45L TAPE	901310	02/10/2020			22.79	
	001-092-635	BONDING ADHESIVE (2)	901324	02/10/2020			18.96	
	001-092-635	3CT PAINT ROLL CVR,3PC LINER	901599	02/12/2020			11.94	
	001-001-615	SUPPLIES: MG FLOAT	901265	02/15/2020			54.11	
	001-092-635	JUMBO ELEC WALL PLATE	901695	02/18/2020			2.17	
	001-205-559	HEADLAMP	902600	02/18/2020			18.89	
	001-092-635	EL WALL PLATE (6),125V OUTLET	902600	02/18/2020			25.64	
	001-092-635	EL TAPE, LIGHT SWITCH (7)	902600	02/18/2020			12.13	
	001-161-559	32CT NIAGARA BOTTLE WATER (10)	902700	02/19/2020			37.80	

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001	LOWES HOME CENTERS INC	201444	03/17/2020	03/05/2020			848.21	(CONTINUED)
	Account Number 001-092-635	Description 1GAL CARPET ADHESIVE (2)		Invoice # 902026	Date 02/24/2020	P.O.	Amount	67.42
001	AT&T GLOBAL NETWORK SERVS LLC	201447	03/17/2020	03/05/2020			229.64	
	Account Number 001-100-699	Description NCIC EQUIPMENT CHARGES		Invoice # GH04492	Date 03/01/2020	P.O.	Amount	229.64
001	TEC	201448	03/17/2020	03/05/2020			92.48	
	Account Number 001-092-605	Description MONTHLY LONG DISTANCE		Invoice # 988273	Date 03/01/2020	P.O.	Amount	92.48
001	MS DEPT OF FINANCE & ADMIN	201454	03/17/2020	03/06/2020			28,482.62	
	Account Number 001-000-300	Description FEB 2020 COURT ASSESSMENTS		Invoice # 02292020	Date 03/02/2020	P.O.	Amount	28,482.62
001	MS DEPT OF PUBLIC SAFETY	201455	03/17/2020	03/06/2020			1,860.00	
	Account Number 001-000-300	Description FEB 2020 SPECIAL ASSESSMENTS		Invoice # 02292020	Date 03/02/2020	P.O.	Amount	1,860.00
001	MS DEPT OF PUBLIC SAFETY	201456	03/17/2020	03/06/2020			105.00	
	Account Number 001-000-300	Description FEB 2020 INTERLOCK FEES		Invoice # 02292020	Date 03/02/2020	P.O.	Amount	105.00
001	JACKSON COUNTY ADULT DETENTION CENTER	201457	03/17/2020	03/06/2020			5,810.00	
	Account Number 001-010-696	Description FEB 2020 ADC CHGS		Invoice # 02292020	Date 03/04/2020	P.O.	Amount	5,810.00
001	MSC 7511	201458	03/17/2020	03/06/2020			113.14	
	Account Number 001-161-698	Description GEMG00-01 RENTAL FEE		Invoice # INV3541698	Date 02/21/2020	P.O.	Amount	113.14
001	MSC 7511	201459	03/17/2020	03/06/2020			271.47	
	Account Number 001-100-699	Description FNK100-01 RENTAL FEE		Invoice # INV3535130	Date 02/19/2020	P.O.	Amount	160.26
	001-100-699	MPC2504EX USAGE:B/W		INV3535130	02/19/2020			2.37
	001-100-699	MPC2504EX USAGE:COLOR		INV3535130	02/19/2020			108.84
001	ACE DATA STORAGE INC	201460	03/17/2020	03/06/2020			105.00	
	Account Number 001-100-699	Description FEB 2020-SHREDDING SERVICE		Invoice # 70409	Date 03/01/2020	P.O.	Amount	105.00
001	BORDIS & DANOS PLLC	201461	03/17/2020	03/06/2020			10,000.00	
	Account Number 001-060-602	Description FEB 2020-RETAINER		Invoice # 79	Date 03/01/2020	P.O.	Amount	10,000.00
001	FOSTERS A/C & HEATING INC	201462	03/17/2020	03/06/2020			176.00	
	Account Number 001-092-635	Description ESA CLEANING:PLANNING(2)		Invoice # P1060765	Date 02/24/2020	P.O.	Amount	176.00

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001	CABLE ONE INC	201463	03/17/2020	03/06/2020			147.06	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	MAR 2020: #107571481		02232020	03/01/2020			147.06
001	CABLE ONE INC	201464	03/17/2020	03/06/2020			84.62	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	MAR 2020: SR BLDG #120793682		02232020	03/01/2020			84.62
001	M & E FEED & SEED	201465	03/17/2020	03/06/2020			85.98	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-514	DOG FOOD		5380	02/06/2020			42.99
	001-100-514	DOG FOOD		5384	02/18/2020			42.99
001	FUELMAN	201469	03/17/2020	03/09/2020			2,688.76	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-525	UNL FUEL		NP57840248	03/02/2020			36.45
	001-100-525	UNL FUEL		NP57840248	03/02/2020			2,131.82
	001-161-525	UNL & DSL FUEL		NP57840248	03/02/2020			402.03
	001-170-525	UNL & DSL FUEL		NP57840248	03/02/2020			118.46
001	PITNEY BOWES PURCHASE POWER	201472	03/17/2020	03/09/2020			1,235.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-607	POSTAGE METER SN-0861004		0434-6213	02/20/2020			1,235.00
001	DIRECTV LLC	201473	03/17/2020	03/09/2020			172.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	WEST STN: 022727663 (MAR)		03132020	03/14/2020			172.00
001	MIKE'S TRUCK & TRAILER REPAIR INC	201474	03/17/2020	03/09/2020			444.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	FUEL PUMP ASSY: FE LOADER		03012020	03/01/2020			189.00
	001-170-639	EMERG CALL OUT/LABOR		03012020	03/01/2020			255.00
001	C SPIRE WIRELESS	201478	03/17/2020	03/09/2020			774.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-605	CITY MGR CELL PHONE		0030759348	02/29/2020			47.08
	001-040-605	ADMIN CELL PHONES		0030759348	02/29/2020			128.35
	001-090-605	BLDG-PLNG CELL PHONES		0030759348	02/29/2020			201.22
	001-090-698	IPAD SERVICE (3)		0030759348	02/29/2020			102.57
	001-094-605	GRANT-PROJ CELL PHONES		0030759348	02/29/2020			94.16
	001-170-605	RECREATION CELL PHONES		0030759348	02/29/2020			149.84
	001-205-605	MAINT CELL PHONE		0030759348	02/29/2020			51.38
001	DANIEL SELOVER, CUSTODIAN	201501	03/17/2020	03/09/2020			380.87	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	UNL FUEL: CARD NOT WRKG		10102019	10/10/2019			10.00
	001-100-559	CAR TAG: 2010 BK CROWN VIC		10282019	10/28/2019			17.25
	001-100-559	BADGE		11082019	11/08/2019			13.25
	001-100-559	3 KEYS		11212019	11/21/2019			15.00
	001-100-559	4 PORT USB, POWER BANK(2)		12032019	12/03/2019			43.67

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001	DANIEL SELOVER, CUSTODIAN	201501	03/17/2020	03/09/2020			380.87	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	LT BARS		12032019	12/03/2019			10.65
	001-100-559	NRA RANGE FEE		12022019	12/02/2019			20.00
	001-100-559	UNL FUEL: UNIT 17530		01152020	01/15/2020			34.70
	001-100-559	NOTEBK, PLANNER, POST ITS		01152020	01/15/2020			40.09
	001-100-559	CAR TAGS (2)		02042020	02/04/2020			33.25
	001-100-559	20GAL PLASTIC CONTAINERS (3)		02142020	02/14/2020			44.88
	001-100-559	8PK FOLDER, SPCLTY PAPER		02152020	02/15/2020			48.13
	001-100-559	ACO PATCH (2)		02282020	02/28/2020			20.00
	001-100-559	PLAQUE: ELBIN		03022020	03/02/2020			30.00
001	DEPT PUBLIC SAFETY	201502	03/17/2020	03/10/2020			60.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	ANALYTIC FEES		90089807	03/04/2020			60.00
001	AIRGAS USA LLC	201503	03/17/2020	03/10/2020			204.45	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-588	CYLINDER RENTAL		9969042885	02/29/2020			204.45
001	AT&T INTERSTATE DED PRIVATE LINE SERVS	201504	03/17/2020	03/10/2020			208.84	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	ACCUNET T1.5 DIGITAL SERV		3116145018	03/01/2020			208.84
001	CINTAS CORPORATION NO 2	201507	03/17/2020	03/10/2020			312.28	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-535	MAINTENANCE		4041925316	02/05/2020			78.07
	001-205-535	MAINTENANCE		4042519186	02/12/2020			78.07
	001-205-535	MAINTENANCE		4043091788	02/19/2020			78.07
	001-205-535	MAINTENANCE		4043693443	02/26/2020			78.07
001	FUELMAN	201509	03/17/2020	03/10/2020			2,920.68	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP57879956	03/09/2020			85.37
	001-100-525	UNL FUEL		NP57879956	03/09/2020			2,192.69
	001-161-525	UNL & DSL FUEL		NP57879956	03/09/2020			400.90
	001-170-525	UNL FUEL		NP57879956	03/09/2020			178.88
	001-205-525	UNL & DSL FUEL		NP57879956	03/09/2020			62.84
001	FEDERAL EXPRESS	201511	03/17/2020	03/10/2020			64.53	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-607	OVERNIGHT: MDAH PACKET		694636615	03/04/2020			32.05
	001-092-607	OVERNIGHT: MDWFP-RTP APP		694681754	03/04/2020			32.48
001	CREDIT CARD CENTER	201512	03/17/2020	03/10/2020			921.28	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	FBINAA DUES: BAXTER,C		02052020	02/07/2020			115.00
	001-100-681	HOTEL-USPCA CERT: BEVER		02232020	02/25/2020			268.76
	001-100-681	HOTEL-USPCA CERT: MCQUAGGE		02232020	02/25/2020			268.76
	001-100-681	HOTEL-USPCA CERT: WILLIAMS		02232020	02/25/2020			268.76

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001	CREDIT CARD CENTER	201513	03/17/2020	03/10/2020			2,015.64	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-681	FD-ISO TRNG MANUAL (4)	01282020	01/29/2020			559.19	
	001-170-639	VINYL BUCKET COVER:BUCKET TRK	01292020	01/30/2020			62.54	
	001-001-509	2020 YTH SUMMIT: GMYC (12)	02052020	02/06/2020			300.00	
	001-010-559	POLO SHIRTS (10): COURT	02062020	02/10/2020			230.28	
	001-170-559	WASP SPRAY (7)	02112020	02/12/2020			17.50	
	001-170-511	SUPPLIES: SENIOR SOCK HOP	02112020	02/12/2020			289.90	
	001-001-615	PARADE THROWS: MARDI GRAS	02122020	02/13/2020			321.03	
	001-092-635	WALL BASE, PARABOND:CH CHAMBERS	02202020	02/21/2020			181.93	
	001-170-511	SUPPLIES: WREATH CLASS	02242020	02/25/2020			53.27	
001	DELTA COMPUTER SYSTEMS INC	201515	03/17/2020	03/10/2020			500.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-698	2019 ACA 1095-C UPLOAD	XT100771	02/28/2020			500.00	
001	JERRY KILLINGSWORTH	201519	03/17/2020	03/10/2020			336.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-681	PER DIEM ADV: ROCIC CONF	03212020	03/10/2020			336.00	
001	CAN'T MISS EMBROIDERY	201525	03/17/2020	03/11/2020			320.19	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-535	NAVY MESH POLO	23950	02/13/2020	200455		25.98	
	001-100-535	BLACK MESH POLO	23950	02/13/2020	200455		25.98	
	001-100-535	GRAY MESH POLO	23950	02/13/2020	200455		25.98	
	001-100-535	EMBROIDER GPD BADGE (19)	23950	02/13/2020	200455		147.25	
	001-100-535	EMBROIDER PERSONALIZATION (19)	23950	02/13/2020	200455		95.00	
001	INTERNATIONAL PERSONNEL MANAGEMENT ASSOC	201526	03/17/2020	03/11/2020			298.33	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-022-660	PO-EL 102 TEST (3)	53644Y4K8M	02/19/2020	200448		42.75	
	001-022-660	ADMIN FEE	53644Y4K8M	02/19/2020	200448		92.15	
	001-022-660	FF-EL 102 ENTRY-LEVEL TEST (6)	53644Y4K8M	02/19/2020	200449		71.28	
	001-022-660	ADMIN FEE	53644Y4K8M	02/19/2020	200449		92.15	
001	SHERWIN-WILLIAMS COMPANY	201529	03/17/2020	03/11/2020			36.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-205-560	1GAL EX BOND PRIMER WH	74239	02/26/2020	200459		36.50	
001	A-1 AUTO PARTS & REPAIR INC	201530	03/17/2020	03/11/2020			1,027.28	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-638	NEW EVAPORATOR	16448	02/28/2020	200460		108.33	
	001-161-638	DYE AND FREON 12 OZ	16448	02/28/2020	200460		15.50	
	001-161-638	OIL	16448	02/28/2020	200460		5.50	
	001-161-638	R134	16448	02/28/2020	200460		13.00	
	001-161-638	SHOP SUPPLIES	16448	02/28/2020	200460		2.00	
	001-161-638	EVAPORATOR CORE REMV-REPL	16448	02/28/2020	200460		688.00	
	001-161-638	EVAPORATOR EXP VLV REMV-REPL	16448	02/28/2020	200460		77.00	
	001-161-638	REMV AFTERMARKET CONSOLE	16448	02/28/2020	200460		80.00	
	001-161-638	AC VAC AND RECHARGE	16448	02/28/2020	200460		36.95	

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001	A-1 AUTO PARTS & REPAIR INC Account Number 001-161-638	201530	03/17/2020	03/11/2020			1,027.28	(CONTINUED)
		Description		Invoice #	Date	P.O.	Amount	
		HAZARDOUS MATERIALS: C33		16448	02/28/2020	200460		1.00
001	GOODYEAR AUTO CENTER Account Number 001-100-638	201533	03/17/2020	03/11/2020			488.00	
		Description		Invoice #	Date	P.O.	Amount	
		P235/55R17 98W EAG: U #14401		216662	01/29/2020	200361		488.00
001	GREGGS AFFORDABLE AUTO GLASS Account Number 001-100-638	201534	03/17/2020	03/11/2020			400.00	
		Description		Invoice #	Date	P.O.	Amount	
		REPL FRONT WINDSHIED:U #10185		42116	03/04/2020	200465		400.00
001	STAPLES BUSINESS ADVANTAGE DEPT ATL Account Number	201536	03/17/2020	03/11/2020			665.64	
		Description		Invoice #	Date	P.O.	Amount	
	001-100-500	CS 8.5X11 COPY PAPER (8)		3440623224	02/29/2020	200466		295.36
	001-094-500	HP952XL/952 HY 4PK COLOR		3440415732	02/28/2020	200463		113.96
	001-094-559	GEL KEYBOARD WRIST REST		3440415732	02/28/2020	200463		12.95
	001-090-500	DIGITAL VOICE RECORDER		3440141219	02/25/2020	200456		38.89
	001-090-500	DESKTOP STAPLER		3440141219	02/25/2020	200456		10.26
	001-090-500	DAB N SEAL MOISTENER 4PK		3440141219	02/25/2020	200456		5.97
	001-090-500	HIGHLIGHTERS ASST 4PK		3440141219	02/25/2020	200456		4.99
	001-090-500	CLEAR PUSH PINS 100CT		3440141219	02/25/2020	200456		1.83
	001-090-500	HP952XL/952 HY 4PK COLOR		3440141219	02/25/2020	200456		113.96
	001-090-500	SHARPIE PERMANENT MARKERS DZ		3440141219	02/25/2020	200456		5.48
	001-090-500	HP64XL BLK INK 2PK		3440256556	02/26/2020	200456		61.99
001	GRAFIX SHOPPE Account Number	201538	03/17/2020	03/11/2020			1,424.90	
		Description		Invoice #	Date	P.O.	Amount	
	001-100-740	ULT 2004 REFLECT GRAPHICS (3)		132562	02/17/2020	200428		1,389.00
	001-100-740	SHIPPING		132562	02/17/2020	200428		35.90
001	COAST FIREWORKS INC Account Number	201539	03/17/2020	03/11/2020			140.00	
		Description		Invoice #	Date	P.O.	Amount	
	001-161-559	DZ KNOBBY BALLS (6)		007071	02/13/2020	200438		72.00
	001-161-559	CS 7MM 33" PGG BEADS (2)		007071	02/13/2020	200438		68.00
001	TRUPOINT TACTICAL LLC Account Number	201541	03/17/2020	03/11/2020			1,750.00	
		Description		Invoice #	Date	P.O.	Amount	
	001-100-681	BASIC SWAT FEE: WEAVER, ALLEN		200493	02/25/2020	200493		250.00
	001-100-681	BASIC SWAT FEE: WILLIAMS, TRACE		200493	02/25/2020	200493		250.00
	001-100-681	BASIC SWAT FEE: ETHERIDGE, DEREK		200493	02/25/2020	200493		250.00
	001-100-681	BASIC SWAT FEE: BLEVINS, SHAD		200493	02/25/2020	200493		250.00
	001-100-681	BASIC SWAT FEE: BELL, JORDAN		200493	02/25/2020	200493		250.00
	001-100-681	BARRACK ROOM: WEAVER, ALLEN		200492	02/25/2020	200492		100.00
	001-100-681	BARRACK ROOM: WILLIAMS, TRACE		200492	02/25/2020	200492		100.00
	001-100-681	BARRACK ROOM: ETHERIDGE, DEREK		200492	02/25/2020	200492		100.00
	001-100-681	BARRACK ROOM: BLEVINS, SHAD		200492	02/25/2020	200492		100.00
	001-100-681	BARRACK ROOM: BELL, JORDAN		200492	02/25/2020	200492		100.00
001	MOTOROLA SOLUTIONS INC Account Number	201542	03/17/2020	03/11/2020			41,140.50	
		Description		Invoice #	Date	P.O.	Amount	
	001-100-597	APX 4000 7/800 MHZ MODEL (15)		8280924074	02/29/2020	200458		14,387.25
	001-100-597	ENH TRUNK RADIO TRACE/REM (15)		8280924074	02/29/2020	200458		956.25

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MOTOROLA SOLUTIONS INC	201542	03/17/2020	03/11/2020			41,140.50	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-597	ADD HW KEY SUPPL DATA (15)	8280924074	02/29/2020	200458		63.75	
	001-100-597	ADD PROGRAMMING OVER P25 (15)	8280924074	02/29/2020	200458		1,275.00	
	001-100-597	ENH 3600/9600 TRUNK SYSTEM(15)	8280924074	02/29/2020	200458		14,017.50	
	001-100-597	TDMA OPERATION (15)	8280924074	02/29/2020	200458		5,737.50	
	001-100-597	ADD 3Y ESSENTIAL SERVICE (15)	8280924074	02/29/2020	200458		1,350.00	
	001-100-597	MIC IMPRESS RSM 3.5MM JACK(15)	8280923268	02/27/2020	200458		1,542.75	
	001-100-597	CHGR DESKTOP SINGLE UNIT (15)	8280923268	02/27/2020	200458		969.00	
	001-100-597	APX2000/4000 2-KNOB SWV CS(15)	8280923268	02/27/2020	200458		841.50	
001	HICOMP LLC	201543	03/17/2020	03/11/2020			46,760.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-045-704	IBM 8202-E4B, SERVER, BACKUP	7354	03/05/2020	200434		46,760.00	
001	OCCUPATIONAL HEALTH CENTER INC	201544	03/17/2020	03/11/2020			30.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-022-604	PRE-EMP DRUG SCREEN: LOURY, M	201226	03/03/2020	200424		30.00	
001	CINDY RUSSELL	201545	03/17/2020	03/11/2020			77.38	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-040-681	PER DIEM REIMB: CLERK TRNG	03062020	03/06/2020			77.38	
FUND TOTAL	1 Claims	to	Checks	54 Total	253,563.94 Manual	Held	Total	253,563.94

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
007	HANCOCK WHITNEY CORP TRUST SERVS	201475	03/17/2020	03/09/2020			600.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	007-680-803	AGENT/ADMIN FEES:KATRINA BOND	35445	02/20/2020				600.00
FUND TOTAL	7 Claims	to	Checks	1 Total	600.00 Manual		Held	Total 600.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
157	CREDIT CARD CENTER	201514	03/17/2020	03/10/2020			3,876.40	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	157-100-799	SURFACE PRO X & KEYBOARD	02132020	02/14/2020			1,198.38	
	157-100-799	SURFACE PRO 7 & KEYBOARD	02132020	02/14/2020			1,401.68	
	157-100-799	SURFACE MOBILE MOUSE (2)	02132020	02/14/2020			69.52	
	157-100-799	THULE GAUNTLET CASE (2)	02132020	02/14/2020			192.50	
	157-100-799	1YR GEEK SQUAD SUPPT: PRO X	02132020	02/14/2020			117.68	
	157-100-799	1YR GEEK SQUAD SUPPT: PRO 7	02132020	02/14/2020			128.38	
	157-100-799	OFFICE 365 HOME 12MTH (3)	02132020	02/14/2020			235.39	
	157-100-799	TACTICAL PANT (2)	02202020	02/21/2020			97.98	
	157-100-799	ASCENT PANT (5)	02202020	02/21/2020			289.95	
	157-100-799	TDU PANT	02202020	02/21/2020			70.12	
	157-100-799	RAPID ASSAULT SHIRT	02202020	02/21/2020			64.83	
	157-100-799	PEPPER, CIVILIAN HARDCASE	02202020	02/21/2020			9.99	
157	MID SOUTH UNIFORM & SUPPLY INC	201527	03/17/2020	03/11/2020			2,936.20	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	157-100-799	SBA ARMOR SX02 LV2: REID	602424	02/28/2020	200416		636.00	
	157-100-799	SBA ARMOR SX02 LV2: CARTER	602424	02/28/2020	200416		636.00	
	157-100-799	SBA ARMOR SX02 LV2: DONIGAN	602424	02/28/2020	200416		636.00	
	157-100-799	SBA ARMOR SX02 LV2: ETHERIDGE, L	602424	02/28/2020	200416		636.00	
	157-100-799	SBA M1 CONCEALABLE CARRIER (4)	602424	02/28/2020	200416		318.00	
	157-100-799	SBA SOFT TRAUMA PLATE (4)	602424	02/28/2020	200416		74.20	
FUND TOTAL 157 Claims	to	Checks	2 Total	6,812.60	Manual	Held	Total	6,812.60

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	SINGING RIVER ELECTRIC COOPERATIVE	201401	03/17/2020	02/28/2020			2,588.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-631	PARK FACILITIES	76854002	02182020	02/26/2020			2,540.44
	176-170-631	HOUSE	76855002	02182020	02/26/2020			48.16
176	BELL AUTO PARTS INC	201417	03/17/2020	03/02/2020			24.15	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-639	IGN SWITCH: EXMARK MOWER		D057948	02/27/2020			24.15
176	AUTO TRUCK AND TRAILER PARTS INC	201438	03/17/2020	03/04/2020			57.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-639	HYD OIL (2): SHEP TRACTOR		280682	02/26/2020			57.00
176	LOWES HOME CENTERS INC	201445	03/17/2020	03/05/2020			39.77	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-559	MASTER PADLOCK, KEY BLANK (5)		901863	01/29/2020			25.53
	176-170-559	WATER SPRAY NOZZLE		902922	02/10/2020			14.24
176	FUELMAN	201470	03/17/2020	03/09/2020			36.28	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-525	UNL FUEL		NP57840248	03/02/2020			36.28
176	C SPIRE WIRELESS	201480	03/17/2020	03/09/2020			51.38	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	CELL PHONE		0030759348	02/29/2020			51.38
176	WILLIAM RAY SIEBRASE	201517	03/17/2020	03/10/2020			656.54	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-616	SETTLE CLAIM:17'CASITA SPIRIT		01312020	03/10/2020			656.54
176	AUTOZONE INC	201521	03/17/2020	03/11/2020			22.30	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-639	CLEANER, DI-ELECTRIC GREASE		4907691584	02/10/2020			22.30
176	MALLETTE BROTHERS CONSTRUCTION INC	201524	03/17/2020	03/11/2020			511.02	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-559	15.03 LIMESTONE TN		21247	02/29/2020	200440		511.02
176	PITALO'S HARDWARE & BOAT SUPPLY NO. 2	201531	03/17/2020	03/11/2020			1,129.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-702	6.5' X 12' UTILITY TRAILER		62727	03/02/2020	200468		1,129.00
176	CENTRAL BUSINESS FORMS	201537	03/17/2020	03/11/2020			495.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-559	HONOR BOX ENVELOPES (2500)		19457	01/10/2020	200331		468.00
	176-170-559	SHIPPING: SHEP PARK		19457	01/10/2020	200331		27.00
FUND TOTAL 176 Claims to		Checks	11 Total	5,611.04	Manual		Held	Total 5,611.04

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
305	THE VERDIN COMPANY INC	201516	03/17/2020	03/10/2020			9,657.50	
	Account Number 305-300-714	Description		Invoice #	Date	P.O.	Amount	
		BAL DUE: VET TOWER-CLOCK REPR		190888	01/30/2020			9,657.50
305	GULF COAST FENCE COMPANY	201528	03/17/2020	03/11/2020			975.00	
	Account Number 305-300-721	Description		Invoice #	Date	P.O.	Amount	
		INSTL CHAIN LINK ROLL GATE		34506	03/03/2020	200342		975.00
305	GRAND VIEW SECURITY LLC	201540	03/17/2020	03/11/2020			13,000.00	
	Account Number 305-300-701	Description		Invoice #	Date	P.O.	Amount	
		IP CAMERA SYSTEM DEPOSIT		200517	03/10/2020	200517		13,000.00
FUND TOTAL 305 Claims	to	Checks	3 Total	23,632.50	Manual	Held	Total	23,632.50

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
306	GOODWYN MILLS & CAWOOD INC Account Number 306-176-762	201468	03/17/2020	03/09/2020			3,258.75	
	Description			Invoice #	Date	P.O.	Amount	
	CONSTRN DOCS: WELC CENTER PH3			MOB1900116	03/02/2020			3,258.75
FUND TOTAL 306 Claims	to	Checks	1 Total	3,258.75	Manual	Held	Total	3,258.75

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
350	CALDWELL TANKS INC	201467	03/17/2020	03/09/2020			204,704.46	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	350-721-707	CONSTRUCTION 69.71%		4	03/03/2020		204,704.46	
FUND TOTAL 350 Claims	to	Checks	1 Total	204,704.46	Manual	Held	Total	204,704.46

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
351	SAMPLE HICKS & ASSOCIATES INC	201522	03/17/2020	03/11/2020			8,400.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	351-726-601	CONSTRUCTION 90% COMPLETE		0320-2	03/10/2020		5,900.00	
	351-726-601	CLOSE OUT PACKAGE		0320-2	03/10/2020		2,500.00	
351	SEYMOUR ENGINEERING PLLC	201523	03/17/2020	03/11/2020			4,518.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	351-726-787	RES PROJ REP-CONSTR ADMIN		7527	03/10/2020		4,518.60	
FUND TOTAL 351 Claims	to	Checks	2 Total	12,918.60	Manual	Held	Total	12,918.60

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
353	SEYMOUR ENGINEERING PLLC Account Number 353-722-603	201476	03/17/2020	03/09/2020			1,652.86	
		Description		Invoice #	Date	P.O.	Amount	
		PRELIM & DESIGN ENGINEERING		7525	03/06/2020			1,652.86
FUND TOTAL 353 Claims	to	Checks	1 Total	1,652.86	Manual	Held	Total	1,652.86

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER ELECTRIC COOPERATIVE	201402	03/17/2020	02/28/2020			4,103.97	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 17875		02182020	02/26/2020			233.54
	400-651-631	LIFT STNS 17883		02182020	02/26/2020			1,895.71
	400-651-631	LIFT STNS 17884		02182020	02/16/2020			1,974.72
400	CABLE ONE INC	201416	03/17/2020	03/02/2020			61.16	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	MAR 2020: #107663106		02162020	02/23/2020			61.16
400	SINGING RIVER ELECTRIC COOPERATIVE	201419	03/17/2020	03/02/2020			5,815.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 17881		02162020	02/24/2020			2,724.42
	400-651-631	WATER WELLS 17881		02162020	02/24/2020			3,091.08
400	JACKSON COUNTY UTILITY AUTHORITY	201422	03/17/2020	03/02/2020			200,859.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-668	MAR 2020 TREATMENT CHGS		679	03/01/2020			190,128.00
	400-651-668	FY 2019 ACTUAL FLOW ADJ		679	03/01/2020			10,731.00
400	O'REILLY AUTO PARTS	201425	03/17/2020	03/03/2020			53.38	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-638	FILTER(2),1QT OIL (12):MR TRKS		1978155692	01/29/2020			53.38
400	LOWES HOME CENTERS INC	201446	03/17/2020	03/05/2020			56.98	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-559	4PK CR2032 COIN BATT		902390	01/30/2020			9.49
	400-650-635	THERMOSTAT: PUBLIC WORKS BLDG		909550	01/30/2020			47.49
400	FUELMAN	201471	03/17/2020	03/09/2020			118.46	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP57840248	03/02/2020			118.46
400	BORDIS & DANOS PLLC	201477	03/17/2020	03/09/2020			2,868.14	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-602	CCR-DEPOSITION: T FAIRFIELD		80	03/01/2020			1,036.38
	400-650-602	PROCESS SUBPOENA: A HEROLD		80	03/01/2020			385.00
	400-650-602	PROCESS SUBPOENA: INVESTIGATNS		80	03/01/2020			150.00
	400-650-602	RECORDS FEE: THE CREEL CO		80	03/01/2020			625.26
	400-650-602	VIDEO FEE: ROBINSON,BOURGEOIS		80	03/01/2020			671.50
400	COGENT STRATEGIES LLC	201479	03/17/2020	03/09/2020			7,540.76	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-601	PROFESSIONAL FEES		1819	03/05/2020			7,500.00
	400-650-601	TAXI CABS/UBERS: LOCAL		1819	03/05/2020			40.76
400	GIBSON ELECTRIC MOTOR SALES & SERV INC	201481	03/17/2020	03/09/2020			3,485.36	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	50HP MOTOR REPR:LARK WELL #6		44205	02/19/2020			2,533.00
	400-651-584	3HP PUMP REPR: GARDEN LN LS		44204	02/19/2020			952.36

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	WASTE MANAGEMENT OF MS-GLF COAST INC	201505	03/17/2020	03/10/2020			2,077.94	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	ROLL - OFF TIMBERLANE		7122064768	03/02/2020			2,077.94
400	CLEARWATER SOLUTIONS LLC	201506	03/17/2020	03/10/2020			170,690.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-672	FEB 2020 OPERATION FEE		GAUTIER087	03/01/2020			170,690.75
400	SOUTHERN LINC	201508	03/17/2020	03/10/2020			88.84	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	MAR 2020 SERV CHGS		10643181	03/01/2020			80.00
	400-650-698	TAXES/FEEES		10643181	03/01/2020			8.84
400	FUELMAN	201510	03/17/2020	03/10/2020			116.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP57879956	03/09/2020			116.60
400	BANCORPSOUTH EQUIPMENT FINANCE	201518	03/17/2020	03/10/2020			143,724.87	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-831	WATER METERS 002-0070322-002		04042020	03/10/2020			143,724.87
400	MALLETTE BROTHERS CONSTRUCTION INC	201520	03/17/2020	03/11/2020			297.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-585	9.92 RAP TN		21246	02/29/2020			297.60
400	AMERICAN LEGION POST 1992	201532	03/17/2020	03/11/2020			13.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-500	US FLAG REPLACEMENT: PW BLDG		200375	03/10/2020	200375		13.95
400	C & M ELECTRIC MOTOR SERVICE INC	201535	03/17/2020	03/11/2020			3,256.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	10HP SUB PUMP: SOUTH HAVEN LS		12217	02/18/2020	200452		3,256.00
400	CITY OF GAUTIER	201546	03/17/2020	03/11/2020			129,415.63	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-000-104	FEB 2020 GARBAGE PMTS		02282020	02/28/2020			129,415.63
400	CITY OF GAUTIER	201547	03/17/2020	03/11/2020			347,654.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-985	BUDGETED TRX: ADMIN/OP COSTS		03312020	03/11/2020			347,654.00
FUND TOTAL 400 Claims to		Checks	20 Total	1,022,298.89	Manual	Held	Total	1,022,298.89

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	201431	03/17/2020	03/04/2020			105,456.78	
		Description		Invoice #	Date	P.O.	Amount	
		FEB 2020 RES GARBAGE (6266)		0001077231	02/29/2020		105,456.78	
FUND TOTAL 404 Claims	to	Checks	1 Total	105,456.78	Manual	Held	Total	105,456.78

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	54 Total	253,563.94 Manual	Held	Total	253,563.94
FUND 7 Claims	to	Checks	1 Total	600.00 Manual	Held	Total	600.00
FUND 157 Claims	to	Checks	2 Total	6,812.60 Manual	Held	Total	6,812.60
FUND 176 Claims	to	Checks	11 Total	5,611.04 Manual	Held	Total	5,611.04
FUND 305 Claims	to	Checks	3 Total	23,632.50 Manual	Held	Total	23,632.50
FUND 306 Claims	to	Checks	1 Total	3,258.75 Manual	Held	Total	3,258.75
FUND 350 Claims	to	Checks	1 Total	204,704.46 Manual	Held	Total	204,704.46
FUND 351 Claims	to	Checks	2 Total	12,918.60 Manual	Held	Total	12,918.60
FUND 353 Claims	to	Checks	1 Total	1,652.86 Manual	Held	Total	1,652.86
FUND 400 Claims	to	Checks	20 Total	1,022,298.89 Manual	Held	Total	1,022,298.89
FUND 404 Claims	to	Checks	1 Total	105,456.78 Manual	Held	Total	105,456.78
Total for all Funds		Checks	97 Total	1,640,510.42 Manual	Held	Total	1,640,510.42

Councilman Jackson requested to pull Consent Agenda Item 10 for further discussion.

Councilman Vaughan made the motion to approve Consent Agenda Items 1-9, 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 327-2020

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

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

Motion was made by Councilman Vaughan, seconded by 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 March 17, 2020.

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

RESOLUTION NUMBER 049-2020

RESOLUTION OF THE CITY OF GAUTIER, MISSISSIPPI REMOVING FOUR MOTOROLA RADIOS AND ONE VIEW SONIC COMPUTER MONITORY FROM THE INVENTORY OF GAUTIER POLICE DEPARTMENT AND TO DECLARE THEM AS RUBBISH

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

- Motorola Max Trac s#438TWC1164 Inv. # 1465
- Motorola Max Trac s#159TWSM404
- Motorola Max Trac s#159TWSM402 Inv. # 1579
- Motorola Max Trac s#159TYJN003 Inv. # 1793
- View Sonic Monitor s#TVT1901A1157 Inv. #2922

WHEREAS, the Mayor and Members of the Council have determined that given the age and condition of the equipment, these item have no value, and therefore removal from inventory and declaring them as rubbish is in the best interest of the City of Gautier.

BE IT, THEREFORE, RESOLVED that the equipment described above is hereby removed from inventory and declared rubbish.

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

The motion to approve the foregoing resolution was made by **Councilman Vaughan**, 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**

WHEREUPON, the Mayor and Members of the Council of the City of Gautier, Mississippi, declared the motion carried and the Resolution adopted this the 17th of March, 2020.

MAYOR

ATTEST:

CITY CLERK

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Danny Selover, Police
Date: 3/3/2020
Subject: Authorization to remove four (04) Motorola mobile radios and one (1) View Sonic computer monitor from the Police Department's inventory.

REQUEST:

City Council authorization is requested by the Gautier Police Department to remove four (04) Motorola mobile radios and one (1) View Sonic computer monitor from inventory and declare them as rubbish.

BACKGROUND:

The Police Department has determined that, given the age and condition of these radios removal from inventory is in the best interest of the City of Gautier. The computer monitor was destroyed by a prisoner during the booking process.

DISCUSSION:

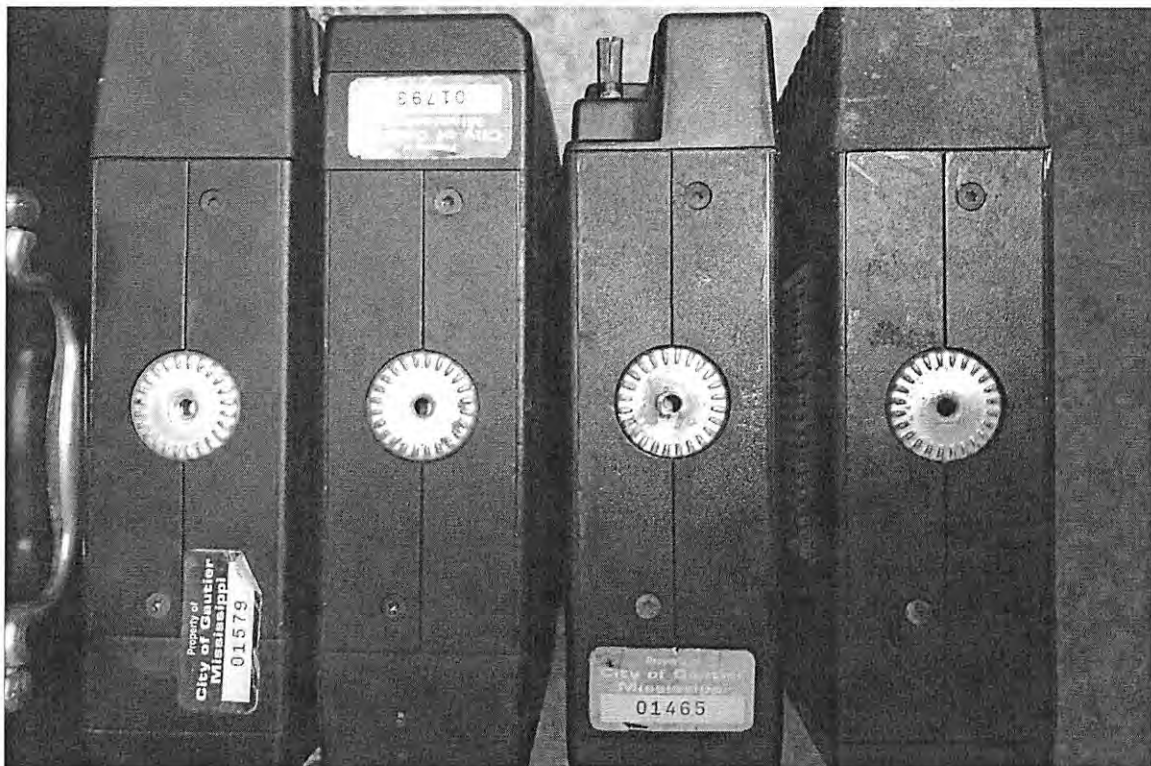
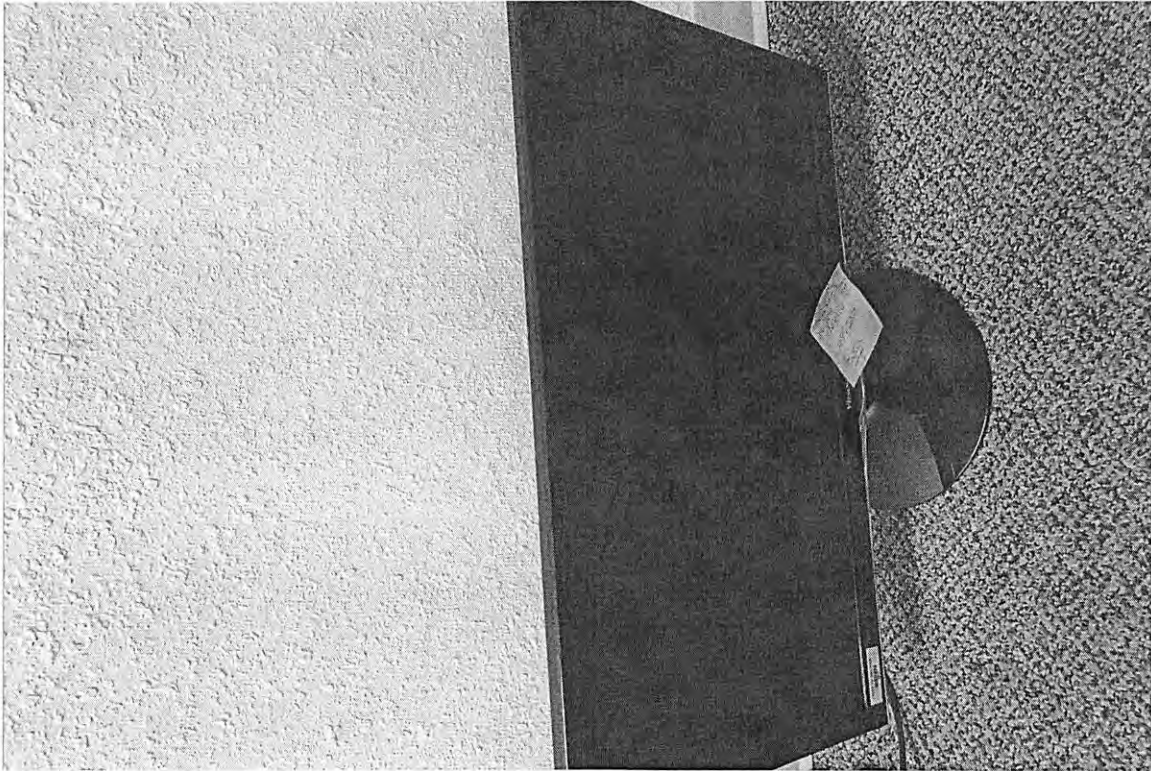
These mobile radios are old, and no longer work. The radios will be destroyed properly. The prisoner responsible for destroying the computer monitor was charged through our city court and will be ordered to pay restitution if found guilty. See attached list for serial and city inventory numbers.

RECOMMENDATION:

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

ATTACHMENTS:

1. pictures
2. serial numbers



MOBILE RADIOS

MAKE	MODEL	SERIAL	CITY INVENTORY #
Motorola radius	Max Trac	438TWC1164	1465
Motorola radius		159TWSM404	NONE
Motorola radius		159TWSM402	1579
Motorola radius		159TYJN003	1793

COMPUTER MONITOR

View sonic	TVT1901A1157	2922
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There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 328-2020

WHEREAS, Miss. Code Ann. 21-35-13 requires a budget report to be presented to the governing authority at the regular meeting each month.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Finance Report for January 2020 is hereby received.

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

Motion was made by **Councilman Vaughan**, seconded by **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 March 17, 2020.

JANUARY 2020 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	\$2,613,996.40
MS Development Loan Katrina	Depository Account	007-000-001	\$431.80
CDBG-Downtown Revitalization	Depository Account	012-000-001	
Transportation Enhancement	Depository Account	013-000-001	(\$40,971.45)
Allen Road Widening	Depository Account	020-000-001	
MDOT Safe Routes to School	Depository Account	029-000-001	
MDAH School House Grant	Depository Account	030-000-001	\$2,983.43
MDMR City Pk Boat Launch Imp	Depository Account	050-000-001	
Martin Bluff Road Improvements	Depository Account	128-000-001	\$102,012.64
SE MS METRO TASK FORCE	Depository Account	156-000-001	\$27,096.00
U S Justice Equitable Sharing	Depository Account	157-000-001	\$359,992.57
Fire Protection Fund	Depository Account	160-000-001	\$242,526.10
Tidelands Grant	Depository Account	171-000-001	(\$14,661.16)
Library Support Fund	Depository Account	172-000-001	\$35,413.91
MSWFP Recreation Trails Grant	Depository Account	175-000-001	
Shepard State Park Fund	Depository Account	176-000-001	\$84,691.87
USDA NRCS EWP Program	Depository Account	300-000-001	(\$89,056.74)
Pine Cone Drive Spillway	Depository Account	301-000-001	\$43,160.53
Robert Hiram Bridge Sheet Pile Wall	Depository Account	302-000-001	
MDOT TA Grant: Martin Bluff Sidewalk	Depository Account	303-000-001	\$383,900.50
Solid Waste Fund	Depository Account	404-000-001	\$260,870.83
EPA: Brownfields Assessment	Depository Account	409-000-001	
General Ledger Cash Balance			\$4,012,387.23
General Depository Reconciled Cash Balance			\$4,032,526.77

ENTERPRISE FUND

Fund Name		Account #	Balance
Elevated Water Tank	Enterprise Account	350-000-002	\$320,355.50
Bemis Sewer Project	Enterprise Account	351-000-002	
OST-GV Sewer Improvements	Enterprise Account	360-000-002	(\$68,663.00)
Water & Sewer Utility	Enterprise Account	400-000-002	\$3,646,839.61
MDB Loan: Water Ion-X Project	Enterprise Account	421-000-002	\$56,287.52
Water Meter Project	Enterprise Account	422-000-002	
Hurricane Katrina (PW Bldg)	Enterprise Account	449-000-002	
General Ledger Cash Balance			\$3,954,819.63
Enterprise Reconciled Cash Balance			\$3,951,246.90

BOND & RESTRICTED FUNDS

Fund Name		Account #	Balance
7M GO Bond S2010	Bond Fund	130-000-001	\$1,291,748.75
W&S Rev Bond S2018: Debt Service	Debt Service Fund	250/252-000-007	\$215,729.88
W&S Rev Bond S2018: DS Reserve	Restricted Fund	251/253-000-003	\$724,046.16
W&S Rev Bond S2018: Contingency	Restricted Fund	251/253-000-005	\$20,320.61
W&S Rev Bond S2018: Depreciation	Restricted Fund	251/253-000-009	\$20,320.61
Infrastructure Imp Funds: Town Commons	Restricted Fund	304-000-004	\$490,175.21
S2019 Construction Fund MPI GO Bond	Bond Fund	Funds 304-308	\$3,926,908.36
S2019 Cash w/ Fiscal Agent (Debt Service)	Restricted Fund	305-000-014	\$190,759.54
W&S Rev Bond S2018: Construction	Bond Fund	Funds 351-358	\$7,861,462.33
MS Dev Bank SO Bond S2013: DS Reserve	Restricted Fund	497-000-001	\$272,347.19
Customer Meter Deposit Funds	Restricted Fund	406-000-001	\$770,768.77
Total Bond & Restricted Reconciled Cash Balances			\$15,784,587.41

**JANUARY 2020
YEAR TO DATE TOTALS**

General Fund Totals

	BUDGET FY 2020	JAN 2020	Balance	33.33% % to date
General Fund Revenues	10,464,681.00	3,034,228.52	7,430,452.48	28.9%
Expenditures:				
001 Legislative	161,985.00	60,640.12	101,344.88	37.4%
010 City Court	339,259.00	91,489.92	247,769.08	26.9%
021 City Manager	260,609.00	87,934.66	172,674.34	33.7%
022 Human Resources	67,635.00	20,389.37	47,245.63	30.1%
040 City Clerk	223,582.00	73,127.79	150,454.21	32.7%
045 Finance	273,700.00	81,650.90	192,049.10	29.8%
060 City Attorney	130,000.00	40,284.58	89,715.42	30.9%
090 Economic Dev - Planning	385,274.00	118,153.36	267,120.64	30.6%
092 Building & General Expenses	646,600.00	351,128.17	295,471.83	54.3%
094 Grants & Project Admin	197,862.00	64,825.46	133,036.54	32.7%
100 Police	3,614,040.00	1,128,771.26	2,485,268.74	31.2%
161 Fire	2,650,678.00	830,102.80	1,820,575.20	31.3%
170 Recreation	580,676.00	175,045.29	405,630.71	30.1%
201 PW: Streets	264,000.00	44,192.84	219,807.16	16.7%
205 PW: Maintenance	232,837.00	74,696.39	158,140.61	32.0%
900 Interfund Transfers	840,143.00	124,583.34	715,559.66	14.8%
General Fund Expenditures	10,868,880.00	3,367,016.25	7,501,863.75	30.9%
<i>Total Operating Expenditures</i>	<i>9,686,042.00</i>	<i>3,175,826.48</i>	<i>6,510,215.52</i>	
<i>Total Capital Outlay Expenditures</i>	<i>235,425.00</i>	<i>66,606.43</i>	<i>168,818.57</i>	
<i>Total Debt Service</i>	<i>107,270.00</i>	<i>0.00</i>	<i>107,270.00</i>	
<i>Total Transfers Out</i>	<i>840,143.00</i>	<i>124,583.34</i>	<i>715,559.66</i>	
<i>Total Unappropriated</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>	
<i>Check Total</i>	<i>10,868,880.00</i>	<i>3,367,016.25</i>	<i>7,501,863.75</i>	
 <i>Personnel</i>	 <i>7,576,527.00</i>	 <i>2,494,432.98</i>	 <i>5,082,094.02</i>	
<i>Supplies</i>	<i>484,917.00</i>	<i>129,970.23</i>	<i>354,946.77</i>	
<i>Other Services</i>	<i>1,624,598.00</i>	<i>551,423.27</i>	<i>1,073,174.73</i>	
<i>Capital Outlay</i>	<i>235,425.00</i>	<i>66,606.43</i>	<i>168,818.57</i>	
<i>Debt Service</i>	<i>107,270.00</i>	<i>0.00</i>	<i>107,270.00</i>	
<i>Interfund Transfers for DS</i>	<i>840,143.00</i>	<i>124,583.34</i>	<i>715,559.66</i>	
<i>Unappropriated</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>	
<i>Check Total</i>	<i>10,868,880.00</i>	<i>3,367,016.25</i>	<i>7,501,863.75</i>	

**JANUARY 2020
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2020	As of JAN 2020	Balance	33.33% % to date
007 MS Dev 2.36M Katrina Bonds				
Revenues	280,000.00	0.00	280,000.00	
Expenditures	280,394.00	0.00	280,394.00	
013 TE-Downtown Revitalization				
Revenues	40,971.45	0.00	40,971.45	
020 Allen Road Widening				
Revenues	46,324.00	46,323.96	0.04	99.9%
Expenditures	46,324.00	46,323.96	0.04	99.9%
030 MDAH 2014 Community Heritage				
Revenues	0.00	0.00	0.00	
Expenditures	2,983.43	0.00	2,983.43	
128 Martin Bluff Road Project				
Expenditures	102,012.64	0.00	102,012.64	
130 \$7M GO Bond - Capital Improvements				
Revenues	4,347,810.71	93,765.79	4,254,044.92	2.1%
Expenditures	5,654,281.58	109,821.38	5,544,460.20	1.9%
156 SE MS METRO TASK FORCE				
Revenues	0.00	27,096.00	(27,096.00)	
Expenditures	0.00	0.00	0.00	
157 US Justice Equitable Sharing				
Revenues	0.00	0.00	0.00	
Expenditures	152,392.00	36,015.22	116,376.78	23.6%
160 Fire Protection Fund				
Revenues	109,000.00	0.00	109,000.00	
Expenditures	185,991.43	0.00	185,991.43	
171 Combined Tidelands Grant				
Revenues	242,858.31	92,868.53	149,989.78	38.2%
Expenditures	210,775.39	75,446.77	135,328.62	35.7%
172 Library Support Fund				
Revenues	111,724.00	40,184.27	71,539.73	35.9%
Expenditures	111,724.00	10,116.67	101,607.33	9.0%
176 Shepard State Park				
Revenues	105,320.00	43,471.00	61,849.00	41.2%
Expenditures	145,057.00	31,702.32	113,354.68	21.8%
250 2018 W&S Bond Debt Service				
Revenues	352,000.00	109,119.69	242,880.31	30.9%
Expenditures	286,782.00	73,390.63	213,391.37	25.5%

**JANUARY 2020
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2020	As of JAN 2020	Balance	33.33% % to date
251 2018 W&S Bond Debt Serv Reserve				
Revenues	15,000.00	11,853.22	3,146.78	79.0%
Expenditures	0.00	8,309.78	(8,309.78)	
252 2019 W&S Bond Debt Service				
Revenues	0.00	34,037.13	(34,037.13)	
Expenditures	0.00	0.00	0.00	
253 2019 W&S Bond Debt Serv Reserve				
Revenues	0.00	436,781.93	(436,781.93)	
300 USDA-NRCS EWP				
Revenues	176,191.78	0.00	176,191.78	
Expenditures	161,250.00	108,863.90	52,386.10	67.5%
301 Pine Cone Drive Spillway				
Expenditures	43,160.53	0.00	43,160.53	
303 MDOT-TA Grant: Martin Bluff Sidewalk				
Revenues	602,012.64	0.00	602,012.64	
Expenditures	1,002,864.25	16,951.11	985,913.14	1.6%
304 Town Commons Park Project				
Revenues	794,776.74	2,829.90	791,946.84	0.3%
Expenditures	2,918,589.93	44,531.10	2,874,058.83	1.5%
305 S2019 MPI GO Bond Construction Fund				
Revenues	30,000.00	44,170.83	(14,170.83)	147.2%
Expenditures	137,403.48	9,657.50	127,745.98	7.0%
306 Welcome Center PII (SSP)				
Revenues	136,700.00	17,775.00	118,925.00	13.0%
Expenditures	433,425.00	11,850.00	421,575.00	2.7%
307 Bacot Park Improvements				
Revenues	0.00	0.00	0.00	
Expenditures	1,687,250.00	9,000.00	1,678,250.00	0.5%
308 Boardwalk - Shepard State Park				
Revenues	375,050.00	11,100.00	363,950.00	2.9%
Expenditures	570,500.00	12,600.00	557,900.00	2.2%
350 Elevated Water Tank				
Revenues	591,000.00	0.00	591,000.00	
Expenditures	1,216,012.00	304,656.50	911,355.50	25.0%
351 Bemis Sewer Project				
Revenues	290,605.00	345,577.24	(54,972.24)	118.9%
Expenditures	488,923.07	368,692.91	120,230.16	75.4%

**JANUARY 2020
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2020	As of JAN 2020	Balance	33.33% % to date
352 2018 Bond General Construction/Admin				
Revenues	60,000.00	14,549.60	45,450.40	24.2%
Expenditures	496,854.00	0.00	496,854.00	
353 Hwy 57 Utility Line Relocation				
Revenues	1,031,008.70	10,062.57	1,020,946.13	0.9%
Expenditures	1,996,025.00	5,000.00	1,991,025.00	0.2%
354 Robinson Still Road Utility Extension				
Revenues	0.00	0.00	0.00	
Expenditures	565,898.00	70,512.80	495,385.20	12.4%
355 Water Supply & Treatment Plant				
Revenues	0.00	0.00	0.00	
Expenditures	499,800.00	261,800.00	238,000.00	52.3%
358 2019 Bond General Construction/Admin				
Revenues	0.00	6,010,891.22	(6,010,891.22)	
Expenditures	0.00	543,893.75	(543,893.75)	
360 OST-GV SEWER IMPROVEMENTS				
Revenues	2,327,950.00	20,950.00	2,307,000.00	0.8%
Expenditures	2,327,950.00	89,613.00	2,238,337.00	3.8%
404 Solid Waste Fund				
Revenues	1,567,440.00	514,274.89	1,053,165.11	32.8%
Expenditures	1,606,440.00	423,098.83	1,183,341.17	26.3%
421 MSB - Water Ionization Plant				
Expenditures	56,287.52	0.00	56,287.52	
497 DS Fund: 2013 SO Bond				
Revenues	5,200.00	1,338.92	3,861.08	25.7%
Expenditures	6,000.00	2,212.08	3,787.92	36.8%

**JANUARY 2020
YEAR TO DATE TOTALS**

ENTERPRISE FUND (400)

	BUDGET FY 2020	JAN 2020	Balance	33.33% % to date
Utility Fund Revenues	9,001,000.00	3,088,606.50	5,912,393.50	34.3%
Administration	2,991,183.00	967,278.05	2,023,904.95	32.3%
Water & Sewer O & M	3,336,002.00	1,043,937.78	2,292,064.22	31.2%
Debt Service	1,077,284.00	233,274.48	844,009.52	21.6%
Transfers	1,316,808.00	144,000.00	1,172,808.00	10.9%
Contingencies	275,000.00	0.00	275,000.00	
Utility Fund Expenditures	8,996,277.00	2,388,490.31	6,607,786.69	26.5%
 <i>Total Operating Expenditures</i>	 <i>6,215,185.00</i>	 <i>1,944,063.34</i>	 <i>4,271,121.66</i>	
<i>Total Capital Outlay Expenditures</i>	<i>112,000.00</i>	<i>67,152.49</i>	<i>44,847.51</i>	
<i>Total Debt Service</i>	<i>1,077,284.00</i>	<i>233,274.48</i>	<i>844,009.52</i>	
<i>Total Interfund Transfers</i>	<i>1,316,808.00</i>	<i>144,000.00</i>	<i>1,172,808.00</i>	
<i>Total Contingency Expenditures</i>	<i>275,000.00</i>	<i>0.00</i>	<i>275,000.00</i>	
<i>Check Total</i>	<i>8,996,277.00</i>	<i>2,388,490.31</i>	<i>6,607,786.69</i>	
 <i>Personnel</i>	 <i>418,444.00</i>	 <i>140,741.18</i>	 <i>277,702.82</i>	
<i>Supplies</i>	<i>304,000.00</i>	<i>69,810.73</i>	<i>234,189.27</i>	
<i>Other Services</i>	<i>5,492,741.00</i>	<i>1,733,511.43</i>	<i>3,759,229.57</i>	
<i>Capital Outlay</i>	<i>112,000.00</i>	<i>67,152.49</i>	<i>44,847.51</i>	
<i>Debt Service</i>	<i>1,077,284.00</i>	<i>233,274.48</i>	<i>844,009.52</i>	
<i>Interfund Transfers</i>	<i>1,316,808.00</i>	<i>144,000.00</i>	<i>1,172,808.00</i>	
<i>Contingencies</i>	<i>275,000.00</i>	<i>0.00</i>	<i>275,000.00</i>	
<i>Check Total</i>	<i>8,996,277.00</i>	<i>2,388,490.31</i>	<i>6,607,786.69</i>	

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

ORDER NUMBER 329-2020

WHEREAS, the City of Gautier will host its 9th Annual Easter Egg Hunt to be held on April 4th at 2:00 p.m. at Singing River Mall property; and

WHEREAS, this is an excellent opportunity for the City of Gautier to promote and bring favorable recognition to the City of Gautier and will have a great economic impact to the local businesses within the City of Gautier; and

WHEREAS, Jason Pilger Hyundai has offered to provide a monetary donation in the amount of \$800.00 for the purpose of offsetting the costs incurred by the City of Gautier's 9th Annual Easter Egg Hunt ; and

WHEREAS, the Mayor and Council Members have determined that acceptance of this donation is in the best interest of the City of Gautier.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the monetary donation of \$800.00 from Jason Pilger Hyundai for the City of Gautier's 9th Annual Easter Egg Hunt held on April 4th is hereby approved and accepted.

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

Motion was made by **Councilman Vaughan**, 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 March 17, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 3/10/2020
Subject: Authorization to accept a monetary donation for The City of Gautier's 9th Annual Easter Egg Hunt

REQUEST:

The Recreation Department is seeking authorization from City Council to accept a monetary donation from Jason Pilger Hyundai in the amount of \$800 for the City of Gautier's 9th Annual Easter Egg Hunt to be held April 04, 2020 at 2:00 p.m. at Singing River Mall property.

BACKGROUND:

The City of Gautier will host its annual Easter Egg Hunt at Singing River Mall. Historically, Jason Pilger Hyundai is our major sponsor for this event. The year's festivities will include free pictures w/ Easter Bunny, hay ride along the Bunny Trail, face painting, and prizes!

DISCUSSION:

The Easter Egg Hunt will take place at 2:00 p.m. on April 4th at Singing River Mall property. The donation by Jason Pilger Hyundai is in the best interest of the City of Gautier.

RECOMMENDATION:

The Recreation Department recommends that City Council approve the donation in the amount of \$800.00 by Jason Pilger Hyundai for the 9th Annual Easter Egg Hunt at Singing River Mall property.

The City Council may:

1. Approve the monetary donation; or
2. Not approve the monetary donation.

ATTACHMENTS:

1. Jason Pilger Donation 2020

**JASON PILGER HYUNDAI**613 DE LA POINTE DRIVE
GAUTIER, MS 39553
(228) 522-3413WELLS FARGO
61-375/622**041764**

CHECK 041764

PAY Eight Hundred & NO/100 Dollars

TO THE
ORDER OF

CITY OF GAUTIER

DATE
03/10/2020AMOUNT
\$*****800.00JASON PILGER HYUNDAI
VOID AFTER 90 DAYS_____
AUTHORIZED SIGNATURE**JASON PILGER HYUNDAI** 613 DE LA POINTE DR. • GAUTIER, MS 39553

CITY OF GAUTIER

EASTER EGG HUNT - DONATION

49A	264.00	49B
49D	160.00	49F

CHECK

041764

03/10/2020 007545 041764 800.00

264.00

112.00

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

ORDER NUMBER 330-2020

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

WHEREAS, the Grants and Projects Department requests authorization for the Mayor to execute the required close-out documentation for the Bemis Avenue Sewer Project (as required by the CDBG Public Facilities grant); and

WHEREAS, close-out documentation includes the certificate of completion, funding sources summary report, recipient performance certification report, agreement relative to closeout, outstanding claimant's list, inventory and program income, final request for cash consolidated support sheet, Section 3 HUD Form 60002 reports, and a MDEQ letter; and

WHEREAS, upon execution, this documentation will be submitted to the Mississippi Development Authority for close-out; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that authorization for the Mayor to execute the required close-out documentation for the Bemis Avenue Sewer Project is hereby approved.

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

Motion was made by **Councilman Vaughan**, 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 March 17, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Brenda Greco, Administrative Clerk
Date: 3/10/2020
Subject: CDBG 2018 Bemis Avenue Sewer - Closeout

REQUEST:

The Grants & Projects Department requests City Council authorization for the Mayor to execute the required close-out documentation for the Bemis Avenue sewer project (as required by the CDBG Public Facilities grant).

BACKGROUND:

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

DISCUSSION:

Close-out documentation includes the certificate of completion, funding sources summary report, recipient performance certification report, agreement relative to closeout, outstanding claimant's list, inventory and program income, final request for cash consolidated support sheet, Section 3 HUD Form 60002 reports, and a MDEQ letter.

These forms have been completed by Sample, Hicks & Associates, the city's grant administrator for this project. Upon execution, they will be submitted to the Mississippi Development Authority for close-out.

RECOMMENDATION:

The Grants & Projects Department recommends that City Council authorize the Mayor to execute the required close-out documentation for the Bemis Avenue sewer project (as required by the CDBG Public Facilities grant).

The City Council may:

- 1) Approve the Mayor to execute close-out documentation as presented; or
- 2) Not approve the Mayor to execute close-out documentation as presented.

ATTACHMENTS:

1. Closeout Docs

**Mississippi Development Authority
Community Services Division
Recipient's Closeout Checklist**

Recipient: City of Gautier

Contract# 1134-18-192-PF-01

In compliance with the requirements of the MDA, CSD Recipient Close-out procedure and the terms and conditions of the contract, the following close-out documents are enclosed: (Check the appropriate boxes concerning each of the closeout documents. Explain fully any items not submitted or any item to be sent separately. Use separate sheet, if necessary.)

Type of Document	Enclosed	Not Applicable	Sending Separately	Unable to Furnish
1. Certification of Completion	X			
2. Funding Sources Summary Report	X			
3. Recipient Performance Certification Report	X			
4. Agreement Relative to Closeout	X			
5. Outstanding Claimant's List	X			
6. Inventory and Program Income	X			
7. Final Request for Cash Consolidated Support Sheet	X			
8. Refund Check		X		
9. Section 3 - HUD Form 60002 Reports	X			
10. Other (Please Specify) DEQ Letter	X			

Explanation/Comments:

Revised 8/15





Grant Recipient Funding Sources

Recipient: City of Gautier

Contract #: 1134-18-192-PF-01

Program : Community Development Block Grant Program (CDBG) 14.228

Administration

1. MDA Funds (CDBG, HOME,ESG)		
2. Section 108 Loan Guarantee		
3. Other Consolidated Plan Funds	HOME	
	ESG	
	HOPWA	\$ -
4. Appalachian Regional Commission		
5. Other Federal Funds		
6. State/Locals Funds		\$ 40,000.00
7. Private Funds		
8. Other		
Total		\$ 40,000.00

Public Facilities

1. MDA Funds (CDBG, HOME,ESG)		\$ 382,383.58
2. Section 108 Loan Guarantee		
3. Other Consolidated Plan Funds	HOME	
	ESG	
	HOPWA	\$ -
4. Appalachian Regional Commission		
5. Other Federal Funds		
6. State/Locals Funds		\$ 432,114.80
7. Private Funds		
8. Other		
Total		\$ 814,498.38

Select Activity Type

1. MDA Funds (CDBG, HOME,ESG)		
2. Section 108 Loan Guarantee		
3. Other Consolidated Plan Funds	HOME	
	ESG	
	HOPWA	\$ -
4. Appalachian Regional Commission		
5. Other Federal Funds		
6. State/Locals Funds		
7. Private Funds		
8. Other		
Total		\$ -

Grand Totals by Funding Sources

1. MDA Funds (CDBG, HOME,ESG)		\$ 382,383.58
2. Section 108 Loan Guarantee		\$ -
3. Other Consolidated Plan Funds	HOME	\$ -
	ESG	\$ -
	HOPWA	\$ -
4. Appalachian Regional Commission		\$ -
5. Other Federal Funds		\$ -
6. State/Locals Funds		\$ 472,114.80
7. Private Funds		\$ -
8. Other		\$ -
Grand Total		\$ 854,498.38



**Mississippi Development Authority
Community Services Division
Recipient Performance Certification Report**

Recipient: City of Gautier
Contract # 1134-18-192-PF-01
National Policy Objective(s) Addressed Low and moderate income

Activity Type(s)	Public Facilities		Select Activity Type		Totals	
	Planned	Actual	Planned	Actual	Planned	Actual
Very Low Income					-	-
Low/Moderate Income	23	23			23	23
Total Low/Mod Income	23	23	0	0	23	23
% of Low/Mod Income	56%	56%	#DIV/0!	#DIV/0!	56%	56%
Non - Low/Moderate Income	18	18			18	18
Total Beneficiaries	41	41	0	0	41	41
Ethnic Background	Total	Hispanic	Total	Hispanic	Total	Hispanic
1. White	34				34	-
2. Black	6				6	-
3. Asian	1				1	-
4. American Indian/Alaskan Native	0				-	-
5. Native Hawaiian/Other Pacific Island	0				-	-
6. American Indian/Alaskan Native & White	0				-	-
7. Asian and White	0				-	-
8. Black/African American & White	0				-	-
9. Amer Indian/Alaskan/Black African Amer	0				-	-
10. Other Multi-Racial	0				-	-
Totals	41	0	0	0	41	0

Objective (Please select one)

- 1 Create Suitable living environments ☒ X
 2 Provide decent affordable housing
 3 Create economic opportunities

Census or Survey Survey

Outcome (Please select one)

- 1 Availability/Accessibility
 2 Affordability
 3 Sustainability ☒ X

Total Served

Number of Households Served 23
 Number of Female Head of Household Served 3
 Number of Elderly Beneficiaries (+62) 12
 Number of Handicapped Beneficiaries 6

County Code	Census Tract	Block Groups
59	410	4

Total Served (Please complete only one line)

Now have new access to this type of public facility or infrastructure improvement: _____
 Now have improved access to this type of public facility or infrastructure improvement: _____
 That are served by public facility or infrastructure that is to longer substandard: 41

Project Physical Address:

Street: 3202 Bemis Ave
 City: Gautier
 Zip: 39553-6032

Prepared By Sample Hicks & Associates
 Phone # 601-932-9050

Accomplishment Narrative:

The City of Gautier utilized CDBG Public Facilities funds to construct new sewer collection lines to serve residents on Bemis Avenue, as well as rehabilitate an existing sewer collection line to prevent sewage bypasses in the project area. These new improvements now provide a more effective means of sewage collection and disposal for the area's residents.



Agreement Relative to Closeout of Community Services Division Grant Programs

RECIPIENT: City of Gautier

CONTRACT #: 1134-18-192-PF-01

This Agreement is between City of Gautier ("Recipient")
and the Mississippi Development Authority, Community Services Division ("Division").

Closeouts/Audits

The parties to this Agreement desire to closeout Recipient's CSD Grant (i.e. CDBG, HOME, ESG),
contract number 1134-18-192-PF-01 (the "Grant").

Because of regulatory and legislative changes, the Division no longer requires a final audit of an individual grant at closeout.
Rather than waiting for Recipient's next periodic audit, the parties desire to closeout the Grant subject to subsequent audit(s).

THEREFORE, in consideration of the mutual promises contained herein, the parties to this Agreement agree as follows:

1. The Division waives the requirement in 24 CFR Subsection 570.512 of the submission of any required audits and/or subsequent audit of the Grant prior to closeout.
2. Recipient will submit to the Division its required audits or subsequent audit which it shall comply with federal and state requirements and which shall cover all periods in which any grant costs have been incurred.
3. Recipient shall remit to the Division the amount of any ineligible costs that are disallowed by any required audits and/or subsequent audit(s) which disallowances are identified by the Federal and/or State Agency(ies).
4. The Agreement contained herein are in addition to any other agreements between the parties relative to the closeout of the grant. Recipient agrees to abide by all governing laws and regulations.

Certificate of Completion

I hereby certify that all activities undertaken by the Recipient with funds provided under the grant agreement, hereof, have, to the best of any knowledge, been carried out in accordance with the grant agreement; that proper provision has been made by the Recipient for the payment of all unpaid costs and unsettled third-party claims identified, hereof; that the United States of America or the State of Mississippi is under no obligation to make any further payment to the Recipient under the grant agreement, hereof; and that every statement and amount set forth in this instrument is, to the best of my knowledge, true and correct as of this date.

Recipient Performance Certification Report

I hereby certify that all planned and actual beneficiaries, the ethic beneficiaries information, census information and the performance measures are correct as stated on the Recipient Performance Certification Report are to the best of my knowledge, true and correct as of this date.

CERTIFICATE OF RECIPIENT'S COMPLIANCE

Release

Pursuant to the terms of said contract and in consideration of the sum of \$ 382,383.58 (Total Amount Paid & Payable by MDA, CSD), upon payment of the said sum does remise, release, and discharge MDA, CSD, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said contract, except the following:



Agreement Relative to Closeout of Community Services Division Grant Programs

RECIPIENT: City of Gautier

CONTRACT #: 1134-18-192-PF-01

- a. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor, as follows:

None

(If none, so state)

- b. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Contractor to third parties arising out of the performance of the said contract, which are not known to the Contractor on the date of execution of this release and of which the Contractor gives notice in writing to the MDA, CSD within the period specified in the said contract.
- c. Claims, after closeout, for costs which result from the liability to pay Unemployment Insurance costs under a reimbursement system or to settle Worker's Compensation claims.

Assignment of Refunds, Rebates and Credits

Pursuant to the terms of said contract and in consideration of the reimbursement of costs and payment of fees as provided in the said contract and any assignment thereunder, the Contractor hereby does the following:

- a. Assign, transfer, set over and release to MDA, CSD all right, title and interest to all refunds, rebates, credits or other amounts (including any interest thereon) arising or which may hereafter accrue thereunder.
- b. Agree to take whatever action may be necessary to effect prompt collection of all such refunds, rebates, credits or other amounts (including interest thereon due or which may become due, and to forward promptly to MDA, CSD) for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by the MDA, CSD as stated in the said contract and may be applied to reduce any amount otherwise payable to MDA, CSD under the terms hereof.
- c. Agree to cooperate fully with MDA, CSD as to any claim or suit in connection with such refunds, rebates, credits or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney or other papers in connection therewith; and to permit MDA, CSD or the Federal Grant of Agency to represent it at any hearing, trial or other proceeding arising out of such claim or suit.

Inventory Certification (Select One)

- a. X The Contractor hereby certifies that all items of materials and equipment purchased, furnished, or transferred for or to said Contractor were done so in accordance with the terms and conditions of said contract.
- b. The Contractor hereby certifies that no equipment was furnished or acquired under the terms and conditions of said contract

General Statement of Compliance

I certify that all the Federal, State and Local requirements of the said contract have been complied with.



Agreement Relative to Closeout of Community Services Division Grant Programs

RECIPIENT: City of Gautier

CONTRACT #: 1134-18-192-PF-01

Outstanding Claimants List

I hereby certify that the information as stated in the Outstanding Claimants List page is to the best of my knowledge, true and correct.

Inventory and Program Income

I hereby certify that the information as stated in the Inventory and Program Income page is to the best of my knowledge, true and correct.

Final Request for Cash Consolidated Support Sheet

I hereby certify that the information as stated on the enclosed in the Final Request for Cash Consolidated Support Sheet is to the best of my knowledge, true and correct.

This Agreement is executed by the Parties on the date indicated by their respective signatures.

IN WITNESS THEREOF, THIS Agreement and Certification of Contract Compliance has been executed
this day of _____ March 17, 2020 .

City of Gautier

WITNESSED BY:

BY SIGNATORY OFFICIAL

1. _____

Mayor

2. _____

TITLE

3/17/2020

DATE

MISSISSIPPI DEVELOPMENT AUTHORITY COMMUNITY SERVICES DIVISION

BY SIGNATORY OFFICIAL

TITLE

DATE



**Mississippi Development Authority
Community Services Division
Outstanding Claimant's List**

Recipient: City of Gautier **Contract Number:** 1134-18-192-PF-01

Claimant's Name, Address, S.S # (Where Applicable)	Check #	Amount	Date	Pay Period Hours and Rate	Other Contact Name and Address
1 N/A					
2					
3					
4					
5					
		\$0.00			

Inventory and Program Income

Real Estate: List the property which has been purchased with MDA grant funds and considered to be surplus property, the type of property, (i.e., lots, land, buildings), price paid for each property, the proposed use of the property, and the date the property is expected to be used.

Number or amount	Type of	Purchase price	Proposed use of property	Date to be used
1 N/A				
2				
3				

Equipment: List the equipment which has been purchased with MDA grant funds (i.e., fire truck, bulldozer, file cabinet, calculator, etc.), the price paid for each piece of equipment, and the use of the equipment.

Number or amount	Type of	Purchase price	Use of Equipment
1 N/A			
2			
3			

Program Income: List the amount of program income which has been collected to date, the type of activity generating program income (i.e., public facility, economic development, housing, etc.), the estimated amount of additional program income payments expected, and the proposed use of the program income.

Amount collected to date	Activity	Additional Payment	Proposed use of program income
N/A			



Mississippi Development Authority
Consolidated Support Sheet

Contract Number: 1134-18-192-PF-01
Total Amount Requested: \$

IDIS #	Line Items	Vendor	Invoice #	Total Invoice	Amount of This Request	Match	Amount Budgeted	Amount Requested to Date	Balance
	General Administration								\$0.00
	Application Preparation (COBG Only)								\$0.00
									\$0.00
	Total Administration			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Engineering / Architectural								\$0.00
									\$0.00
									\$0.00
									\$0.00
	Total Engineering / Architectural			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Contingencies								\$0.00
									\$0.00
									\$0.00
	Total Contingencies			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Sewer Improvements						\$590,000.00	\$382,383.58	\$207,616.42
									\$0.00
									\$0.00
									\$0.00
									\$0.00
	Total Construction			\$0.00	\$0.00	\$0.00	\$590,000.00	\$382,383.58	\$207,616.42
	GRAND TOTAL			\$0.00	\$0.00	\$0.00	\$590,000.00	\$382,383.58	\$207,616.42

October 26, 2018	Thru	March 17, 2020

\$854,498.38

Total Expenditures

I Herby Certify That (a) the services covered by this request have not been received from the Federal / State Government or expended for such services under any other contract agreement or grant; (b) the amount requested will be expended for allowable costs / expenditures under the terms of the contract agreement or grant; (c) the amount requested herein does not exceed the total funds obligated by contract; and (d) the funds are requested for only immediate disbursements

I Herby Certify That the goods sold and/or services rendered have been delivered and/or performed in good order within the time listed above and are in compliance with all statutory requirements and regulations. I certify that this request does not include any advances or funds for future obligations

Prepared By Sample, Hicks & Associates

Preparer's Telephone No. 001 002 000



STATE OF MISSISSIPPI
TATE REEVES
GOVERNOR
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

January 23, 2020

Ms. Paula Yancey, City Manager
City of Gautier
3330 US Highway 90
Gautier, Mississippi 39532

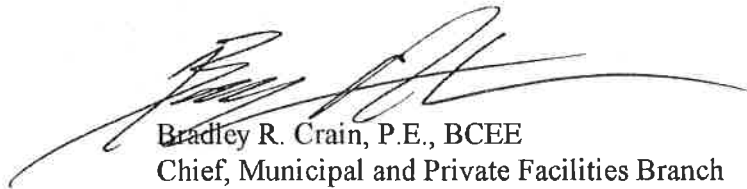
Dear Ms. Yancey:

Re: CDBG 2018 Project
No New Connections
Gautier, Jackson County
Project No. 13274-PLA20190001

We have received the as-built drawings and your consulting engineer's certification that the referenced project has been completed in accordance with the plans and specifications approved by our office. We have no further comments on this project.

Should you have any questions, please contact me at (601) 961-5171.

Sincerely,



Bradley R. Crain, P.E., BCEE
Chief, Municipal and Private Facilities Branch
Environmental Permits Division

cc: William F. Moody, P.E., BCEE, MDOH
Sarah McLellan, E.I., Seymour Engineering

13274 PLA20190001

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

ORDER NUMBER 331-2020

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 March 2020 in the amount of \$2,493.11 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 **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 March 17, 2020.

MARCH 2020 UTILITY ADJUSTMENTS							
THESE FOLLOW POLICY/ RECOMMEND APPROVAL							
ACCT #	WATER	SEWER	L/C	CAPACITY	TAX	ADJ	REASON FOR ADJUSTMENT
011-16001-000		189.81	70.00			\$259.81	UNDER SINK
015-01351-003		122.97	70.00			\$192.97	BUSTED PIPE
019-44001-002		287.49	35.00			\$322.49	SPICKET OUTSIDE
021-10901-005		132.17	140.00			\$272.17	WATER LINE
027-22701-000		134.31	35.00			\$169.31	SPICKET OUTSIDE
102-03401-000		173.53				\$173.53	SHUT OFF VALVE
103-16201-000		210.90				\$210.90	PVC FITTINGS
116-28601-000		286.84	35.00			\$321.84	SHUT OFF VALVE
122-11001-001		345.19	70.00	150.00	4.90	\$570.09	UNDER SINK
TOTAL	0.00	1,883.21	455.00	150.00	4.90	\$2,493.11	

THESE FOLLOW POLICY/ RECOMMEND APPROVAL

COMPLETED

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

ORDER NUMBER 332-2020

WHEREAS, effective September 30, 2019, IBM discontinued their standard maintenance support for the City's IBM 8202-E4B server; and

WHEREAS, HiComp was able to obtain a one (1) year extension on maintenance until September 30, 2020, however the server must be replaced; and

WHEREAS, HiComp has proposed purchase of a new server (including maintenance plan) as detailed herein; and

WHEREAS, Hancock Whitney Bank is offering a Lease Purchase Financing Agreement under which the City will acquire a new mission critical server for \$46,760.00, with a five (5) year term of \$10,499.68 annual payments at 3.98% financing; and

WHEREAS, the new server includes a five (5) year warranty and maintenance agreement for both the hardware and software; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City of Gautier is hereby authorized to enter into the attached lease purchase agreement with Hancock Whitney Bank for the purchase of a new server and maintenance contract from HiComp.

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 **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 March 17, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Sherry Farabee, Purchasing Agent
Date: 3/12/2020
Subject: Request City Council approval to enter into a Lease Purchase Financing Agreement with Hancock Whitney Bank.

REQUEST:

Authorization from the City Council to accept a Lease Purchase Financing Agreement with Hancock Whitney Bank for the purchase of one (1) new IBM Computer System Upgrade from HiComp with a five year maintenance for \$46,760.00.

BACKGROUND:

Hancock Whitney Bank is offering a proposal to the City of Gautier for a Lease Purchase Financing Agreement for \$46,760.00 with a five (5) year term of \$10,499.68 annual payments at 3.98% financing.

DISCUSSION:

Effective September 30, 2019, IBM discontinued their standard maintenance support for the City's IBM 8202-E4B server. HiComp was able to get a one (1) year extension on the maintenance until September 30, 2020, but the server will need to be upgraded to avoid having a situation with no IBM maintenance on the City's mission critical server. This server is running the Delta Software. The new server includes a five (5) year warranty/maintenance for both the hardware and software.

RECOMMENDATION:

City Staff recommends that City Council approve the Lease Purchase Financing Agreement with Hancock Whitney Bank for five (5) years for \$46,760.00 with \$10,499.68 annual payments at 3.98% interest rate.

ATTACHMENTS:

1. hancock lease to purchase agreement quote for IBM equipment



VIA EMAIL

March 6, 2020

Mayor and City Council
City of Gautier, Mississippi
C/o Sherry Farabee-City of Gautier Purchase Agent

Re: Lease Purchase Financing – One (1) New IBM Computer System Upgrade

Council Members:

We understand that the City of Gautier, Mississippi is considering lease-purchase financing for One (1) New IBM Computer System Upgrade (hereinafter the "Equipment") under the authority of Sec. 31-7-13(e) of the Miss. Code of 1972, as amended. The Equipment has a total cost of \$46,760.00 and 100% of the cost will be lease-purchase financed.

The rates provided below assumes that the debt will be designated as "bank-qualified" tax exempt within the meaning of Sec. 265(b)(3) of the Internal Revenue Code of 1986, as amended. If it is determined that the City is ineligible to issue bank-qualified debt this calendar year, different rates will apply.*

<u>Amount Financed:</u>	<u>Terms**:</u>	<u>Rate:</u>
\$46,760.00	5 annual payments @ \$10,499.68 per year	3.98%

* Determination of taxability would be the responsibility of the City's legal counsel.

** The City will certify that the Equipment will not be replaced by other equipment, performing the same or similar functions, until the term of the financing option expires.



City of Gautier, Mississippi
Page 2

This proposal assumes compliance by the City with applicable state and federal law governing borrowings by political subdivisions. In addition, normal Bank credit approval requirements for lending to these types of entities would apply. Credit approval includes approval of both the manufacturer and vendor of the Equipment to be purchased. Necessary documentation would include, but not be limited to, a legal and tax opinion from issuer's legal counsel. Liability and physical damage insurance would be required with Hancock Whitney Bank being shown as the additional insured and/or loss payee as its interest may appear.

This proposal is good if accepted within 30 days and the obligation is funded within 60 days of the date of this letter.

Thank you for considering Hancock Whitney Bank for your Governmental Leasing needs!

Sincerely,

HANCOCK WHITNEY BANK

A handwritten signature in blue ink, appearing to read "Jonathan King", is written over a horizontal line.

Jonathan King
Government Leasing
Public Finance Department

January 27, 2020

City of Gautier Mississippi
ATT: Teresa Montgomery
3330 Hwy 90
Gautier, MS 39553

RE: IBM Computer System Upgrade - Updated Proposal with Five Year Maintenance

Dear Teresa:

This is an updated proposal from the one dated August 27, 2019 to upgrade the City's IBM server that is running the Delta software to current technology. Per our recent discussion, this proposal includes a five year warranty/maintenance for both the hardware and software.

Effective September 30, 2019, IBM discontinued their standard maintenance support for the City's IBM 8202-E4B server. We were able to get a one year extension on the maintenance until September 30, 2020, but the server will need to be upgraded to avoid having a situation with no IBM maintenance on the City's mission critical server.

I have also prepared a comparison chart on the last page to show the difference in performance and capabilities between the current machine and the new one.

Look over the proposal and let me or Shawn know if you have any questions. Please contact me at 601-310-0843.

Thank You.

Mike Purvis

Mike Purvis

**CITY OF GAUTIER MISSISSIPPI
IBM CPU UPGRADE PROPOSAL**

-- Confidential --

Intended for City Personnel Use Only

January 27, 2020

Replace IBM 8202-E4B machine with IBM 9009-41A Power-9 Server

IBM Power 9 processor with minimum of 13,125 CPW
(2) 283GB Mirrored Disk Drives (±283 Usable Storage); 16GB Main Memory
1GBps Ethernet Controller; 2.5/6TB LTO6 External Tape Drive; External DVD w/USB
attachment; 110VAC Quad Power Supplies; Three-year 24x7 IBM On-site warranty

Operating Software Included

IBM System-i Version 7.3 OS Licensed for fifteen concurrent users
DB2 Query Manager and SQL Toolkit
Query1 and Query2 for System-i/OS
Websphere Development Studio
3-years IBM Software Maintenance

UPS Battery Backup Unit for Server

Twelve LTO-6 Backup Tapes

**Five Year Upgrade for IBM Hardware and Software
Maintenance/Extended Warranty- 24x7**

After Hours Setup and Software Migration

System Total \$46,760.00

Gary Jones will be performing the installation of the server and will validate that the Delta software is functioning correctly. (Includes travel and subsistence)

The existing PC currently being utilized as the console should not require replacement and can continue to be utilized.

Due to the increased power requirements of the new server, a new dedicated 110VAC, 30-amp circuit is highly recommended for the new server.

Mike Purvis

Computer System Feature Comparison Chart

Feature	Current System	Proposed System
IBM Model	8202-E4B	9009-41A Power9
Processor CPW Performance Rating	5,900 CPW	Minimum 13,125 CPW/active processor core
Main Memory	16GB	16GB
Disk Storage	139GB Mirrored	283GB Mirrored
Disk Storage Parity	Mirrored Drives	Mirrored Drives
Network Interface Ports	(4) 1GBit Ethernet	(4) 1GBit Ethernet
Tape Backup	Internal LTO5 (1.5/3TB) Tape Cartridge	External LTO6 (2.5/6TB) Tape Cartridge
OS Software Release level	Version 6R1	Version 7R3
Voltage required	110VAC	110VAC

Prepared for
City of Gautier Mississippi
Gautier, MS

-- Confidential --
Intended for City Personnel Use Only

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

RESOLUTION NUMBER 050-2020

**RESOLUTION OF THE CITY OF GAUTIER, MISSISSIPPI
REQUESTING THAT THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION
EXPAND THE WESTBOUND LEFT TURNING LANE OF HIGHWAY 90
ONTO HIGHWAY 57 SOUTH**

WHEREAS, in recent years, there has been increased traffic at the intersection of Highway 90 and Highway 57 in the City of Gautier due to population growth in the immediate area; and

WHEREAS, due to this increased traffic, the Mayor and Council find that expansion of the westbound left turning lane of Highway 90 onto Highway 57 South would greatly benefit the citizens of the City of Gautier and Jackson County;

BE IT THEREFORE RESOLVED, by the Mayor and Members of the Council that a request is hereby made to the Mississippi Department of Transportation to expand the westbound turning lane of Highway 90 onto Highway 57 South.

BE IT FURTHER RESOLVED, 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 **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 March 17, 2020.

Councilman Colledge made the motion to approve a Proclamation of Local Emergency and Continuation Thereof regarding the Novel Coronavirus Disease (COVID-19) Outbreak, as presented. Mayor Torjusen seconded the motion. The vote was carried unanimously.

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

RESOLUTION NUMBER 051-2020
PROCLAMATION OF THE EXISTENCE OF A LOCAL EMERGENCY,
AND CONTINUATION THEREOF REGARDING THE NOVEL CORONAVIRUS
DISEASE (COVID-19) OUTBREAK

WHEREAS, in December 2019, a novel coronavirus known as SARS-CoV-2 was first detected in Wuhan, Hubei Province, People's Republic of China, causing outbreaks of the coronavirus disease ("COVID-19") that has now spread globally; and

WHEREAS, the Secretary of Health and Human Services (HHS) declared a public health emergency on January 31, 2020, under section 319 of the Public Health Service Act (42 U.S.C. 247d), in response to COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States of America declared a national emergency, permitting the federal government to make available \$50 billion in emergency funding to assist state and local governments in preventing the spread of and addressing the effects of COVID-19; and

WHEREAS, on March 14, 2020, Governor Tate Reeves signed a State of Emergency in response to the spread of the COVID-19; and

WHEREAS, on March 16, 2020, Mayor of Gautier, Phil Torjusen issued a proclamation of a local emergency (attached hereto) due to conditions of extreme peril to the safety of persons and property which have arisen within said City of Gautier, Mississippi due to the COVID-19 outbreak; and

WHEREAS, at the time of this proclamation, there were ten presumptive cases of COVID-19, in four counties, in the State of Mississippi; and

WHEREAS, the Mayor and Members of the Council of the City of Gautier, Mississippi find and determine that the public interest requires that a state of local emergency be declared as authorized by law;

NOW, THEREFORE, pursuant to Miss. Code Ann. 33-15-17, the Mayor and Members of the Council of the City of Gautier, Mississippi, hereby proclaim, and approve the Mayor's proclamation that a local emergency existed as of the 16th day of March, 2020, and continues as of the 17th day of March, 2017 within the City of Gautier, Mississippi due to the COVID-19 outbreak; and

BE IT FURTHER PROCLAIMED AND RESOLVED, that the City shall exercise all powers and authority granted unto it under the laws of the State of Mississippi to address this emergency; and

BE IT FURTHER PROCLAIMED AND RESOLVED, that this state of local emergency shall continue until the next regular meeting of the City Council of the City of Gautier, Mississippi, wherein the same may be ratified, extended, or terminated, if necessary, as provided in the aforesaid statute.

BE IT FURTHER PROCLAIMED AND RESOLVED, that the City Manager and City Clerk are authorized to execute any and all documents necessary to carry out the intent and purpose of this Proclamation.

Motion was made by **Councilman Colledge**, seconded by **Mayor Torjusen**, 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 March 17, 2020.

Councilman Vaughan made the motion to adjourn until April 7, 2020 at 6:30pm.
Councilman Colledge seconded the motion. The vote was carried unanimously.

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 April 7, 2020.

**Saturday
March 21, 2020
Gautier, Mississippi**

BE IT REMEMBERED THAT A SPECIAL CALLED MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held March 21, 2020 at 1:00 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier, Mississippi.

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

**March 21, 2020
CALL FOR SPECIAL MEETING**

WHEREAS, there exist certain matters which the below signed Mayor and Council Members of the City of Gautier desire to handle prior to the next regular meeting; and

NOW THEREFORE, the undersigned Mayor and Council Members of the City of Gautier hereby call for a Special Meeting of the Mayor and Council of the City of Gautier, said meeting to be held in the Gautier Municipal Building, 3330 HWY 90, Gautier, Mississippi, on March 21, 2020 at 1:00 PM. This Special Meeting is called in accordance with Section 21-9-39, Mississippi Code of 1972.

The agenda of said Special Meeting shall be as follows:

**AGENDA
CITY OF GAUTIER
March 21, 2020 at 1:00 PM**

- I. Call to Order**
- II. Business Agenda**

Discussion of possible regulations to prevent the introduction and spread of contagious or infectious diseases pursuant to Miss. Code Ann. 21-19-3 and 21-19-17.

Adjourn until April 7, 2020 @ 6:30 PM

www.gautier-ms.gov

**/s/ Phil Torjusen
MAYOR PHIL TORJUSEN**

**/s/ Adam Colledge
COUNCILMAN COLLEDGE**

**/s/ Mary Martin
COUNCILWOMAN MARTIN**

**/s/ Rusty Anderson
COUNCILMAN ANDERSON**

**/s/ Casey Vaughan
COUNCILMAN VAUGHAN**

**/s/ Richard Jackson
COUNCILMAN JACKSON**

**/s/ Cameron George
COUNCILMAN GEORGE**

Meeting was called to order by Mayor Torjusen at 1:00pm.

Mayor Torjusen made the motion to approve the agenda order. Councilman Colledge seconded the motion. The vote was carried unanimously.

Councilman Vaughan made the motion to accept the recommendations of the Mississippi Department of Health (MSDH) and the Centers for Disease Control and Prevention (CDC). The City will also endeavor to inform its citizens of those recommendations and urge its citizens to use caution. Additionally, the Council will continue to allow the City Manager to operate the City in a manner which provides security for City personnel. These matters will be reevaluated and addressed at the next regular meeting of the City Council on April 7, 2020 at 6:30 P.M. Councilman Jackson seconded the motion. The vote was carried unanimously.

Mayor Torjusen made the motion to adjourn until April 7, 2020 at 6:30 PM. Councilman Colledge seconded the motion. The vote was carried unanimously.

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 April 7, 2020.

CITY OF GAUTIER
Consent Agenda Item #5
Fact Sheet

Council Meeting:
Title:

April 7, 2020
Consideration of a Resolution approving the continuation of a Declaration of Local Emergency pertaining to COVID-19.

Introduced by:
Contact Person/Telephone

Cynthia Russell 497-8000 ext. 302

Summary Explanation: Resolution approving the continuation of a Declaration of Local Emergency pertaining to COVID-19 until further notice.

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

**RESOLUTION NUMBER 000-2020
PROCLAMATION
(A Local Emergency)**

WHEREAS, on March 16, 2020, Mayor of Gautier, Phil Torjusen issued a proclamation of a local emergency due to conditions of extreme peril to the safety of persons and property which have arisen within said City of Gautier, Mississippi due to the COVID-19 outbreak; and

WHEREAS, on March 17, 2020, the City Council of Gautier ratified the proclamation of local emergency and continued the existence of same (see attached); and

WHEREAS, the City Council finds that it is necessary and in the best interest of the public welfare and safety to continue the state of local emergency as indicated in the attached resolution.

NOW, THEREFORE, BE IT RESOLVED that a local emergency does exist throughout said City of Gautier, Mississippi; and

IT IS FURTHER PROCLAIMED AND ORDERED that said local emergency shall be deemed to continue to exist until further notice.

IT IS FURTHER PROCLAIMED AND ORDERED that the City Manager or City Clerk is hereby 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 April 7, 2020.

Councilman Colledge made the motion to approve a Proclamation of Local Emergency and Continuation Thereof regarding the Novel Coronavirus Disease (COVID-19) Outbreak, as presented. Mayor Torjusen seconded the motion. The vote was carried unanimously.

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

RESOLUTION NUMBER 051-2020
PROCLAMATION OF THE EXISTENCE OF A LOCAL EMERGENCY,
AND CONTINUATION THEREOF REGARDING THE NOVEL CORONAVIRUS
DISEASE (COVID-19) OUTBREAK

WHEREAS, in December 2019, a novel coronavirus known as SARS-CoV-2 was first detected in Wuhan, Hubei Province, People's Republic of China, causing outbreaks of the coronavirus disease ("COVID-19") that has now spread globally; and

WHEREAS, the Secretary of Health and Human Services (HHS) declared a public health emergency on January 31, 2020, under section 319 of the Public Health Service Act (42 U.S.C. 247d), in response to COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States of America declared a national emergency, permitting the federal government to make available \$50 billion in emergency funding to assist state and local governments in preventing the spread of and addressing the effects of COVID-19; and

WHEREAS, on March 14, 2020, Governor Tate Reeves signed a State of Emergency in response to the spread of the COVID-19; and

WHEREAS, on March 16, 2020, Mayor of Gautier, Phil Torjusen issued a proclamation of a local emergency (attached hereto) due to conditions of extreme peril to the safety of persons and property which have arisen within said City of Gautier, Mississippi due to the COVID-19 outbreak; and

WHEREAS, at the time of this proclamation, there were ten presumptive cases of COVID-19, in four counties, in the State of Mississippi; and

WHEREAS, the Mayor and Members of the Council of the City of Gautier, Mississippi find and determine that the public interest requires that a state of local emergency be declared as authorized by law;

NOW, THEREFORE, pursuant to Miss. Code Ann. 33-15-17, the Mayor and Members of the Council of the City of Gautier, Mississippi, hereby proclaim, and approve the Mayor's proclamation that a local emergency existed as of the 16th day of March, 2020, and continues as of the 17th day of March, 2017 within the City of Gautier, Mississippi due to the COVID-19 outbreak; and

BE IT FURTHER PROCLAIMED AND RESOLVED, that the City shall exercise all powers and authority granted unto it under the laws of the State of Mississippi to address this emergency; and

BE IT FURTHER PROCLAIMED AND RESOLVED, that this state of local emergency shall continue until the next regular meeting of the City Council of the City of Gautier, Mississippi, wherein the same may be ratified, extended, or terminated, if necessary, as provided in the aforesaid statute.

BE IT FURTHER PROCLAIMED AND RESOLVED, that the City Manager and City Clerk are authorized to execute any and all documents necessary to carry out the intent and purpose of this Proclamation.

Motion was made by **Councilman Colledge**, seconded by **Mayor Torjusen**, 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 March 17, 2020.

CITY OF GAUTIER
Consent Agenda Item #6
Fact Sheet

Council Meeting:
Title:

April 7, 2020
Authorization to declare Friday, April 10, 2020
Good Friday as a legal holiday for the City of
Gautier

Introduced by:
Contact Person/Telephone

Cynthia Russell 497-8000 Ext. 302

Summary Explanation: Authorization to declare Friday, April 10, 2020 Good Friday as a legal holiday for the City of Gautier in lieu of Confederate Memorial Day in accordance with Miss. Code Ann. § 3-3-7, Subsection 2.

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, in lieu of any one (1) legal holiday provided for in subsection (1) of Miss. Code Ann. § 3-3-7, with the exception of the third Monday in January (Robert E. Lee's and Martin Luther King, Jr.'s birthday) and the eleventh day of November (Armistice or Veterans Day), the governing authorities of any municipality or county may declare, by order spread upon its minutes, Mardi Gras Day or any one (1) other day during the year, to be a legal holiday;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Friday, April 10, 2020, Good Friday is hereby declared as a legal holiday for the City of Gautier in lieu of Confederate Memorial Day in accordance with Miss. Code Ann. § 3-3-7, Subsection 2.

IT IS FURTHER ORDERED by the Mayor and Council of the City of Gautier, Mississippi, as follows, to-wit:

1. All employees who normally work a 40 hour week shall have the above listed day off with no reduction in pay. Any 40 hour per week employee who is required to work on the day listed above shall receive straight time pay for each hour actually worked in addition to their regular pay.
2. Police Department employees who normally work shifts (168 hours in a 28 day cycle) shall receive eight (8) hours straight time pay in addition to their normal pay for the day set out above.
3. Fire Department Personnel who normally work shifts (216 hours in a 28 day cycle) shall receive eight (8) hours straight time pay in addition to their normal pay for the day set out above.

ORDERED this the 7th day of April, 2020.

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 7, 2020.

**CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
April 7, 2020**

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES:
