

July 14, 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 City Council, said meeting to be held in the Gautier Municipal Building, 3330 HWY 90, Gautier, Mississippi, on July 14, 2020 at 12:00 noon. 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
July 14, 2020 at 12:00 Noon

I. Call to Order

II. Agenda Order Approval

III. Business Agenda

1. Approval of a Contract for Sale of the former Singing River Mall Site, in substantial form
2. Approval of an Extension of the Blackwater Resources Preliminary Development Agreement
3. Approval of the continuation of the state of local emergency relating to COVID-19

Adjourn until July 21, 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

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

Council Meeting:
Title:

July 14, 2020
Approval of a Contract for Sale of the former
Singing River Mall Site, in substantial form

Introduced by:
Contact Person/Telephone

City Manager 497-8000 ext. 306

Summary Explanation: Approval of a Contract for Sale of the former Singing River Mall Site, in substantial form

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, on or about March 29, 2019, the City of Gautier entered into an Option to Purchase certain real property from Singing River, LLC; and

WHEREAS, the City has determined it is in the best interests of the City to purchase said property on the terms and conditions stipulated in the attached contract for sale; and

WHEREAS, Mississippi Code Annotated Section 43-37-3 provides the process for acquisition of real property and requires a public entity to obtain an appraisal before the initiation of negotiations; and

WHEREAS, pursuant to state law, an appraisal was performed on the property, which valued the property at approximately seven million, one hundred thousand dollars (\$7,100,000.00); and

WHEREAS, the City hereby accepts the difference between the appraised value and the actual purchase price as a donation from the Seller, and specifically finds that acceptance of this donation is in the best interests of the City and its citizens; and

WHEREAS, the lowest negotiated purchase price of the property is five million, five hundred thousand dollars \$5,500,000.00, to be paid at closing; and

WHEREAS, based on the above, the City Council hereby finds that the amount of \$5,500,000.00 is equal to or less than the fair market value of the property, and to the extent necessary, said price is established as Just Compensation; and

WHEREAS, the Mayor and Council Members hereby find that this purchase is in the best interests of the City and its citizens; and

WHEREAS, the contract for sale is therefore approved in substantial form, allowing clerical or procedural revisions to be made once the agreement has been reviewed by Singing River, LLC; and

NOW THEREFORE, IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Option to Purchase the former Singing River Mall Site for the lowest negotiated price of \$5,500,000.00 is hereby exercised;

IT IS FURTHER ORDERED that the contract for sale of the former Singing River Mall Site property from Singing River, LLC is approved.

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

Motion was made by **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 July 14, 2020.

CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE

Singing River, LLC (hereinafter, "Seller") hereby agrees to sell, and the City of Gautier, Mississippi (hereinafter, "Purchaser") hereby agrees to purchase the hereinafter described property on the terms and conditions stipulated in the following schedule:

- 1) DESCRIPTION: Certain real property located in the City of Gautier, County of Jackson, State of Mississippi, more particularly described on the attached deeds, marked as "Exhibit A", and as depicted in the attached diagram, marked as "Exhibit B", whichever is more inclusive (hereinafter, "the Property"). The Property includes the land and all buildings, structures, fixtures, infrastructure (whether above or below ground), and any and all of Seller's rights in the Property.
- 2) PURCHASE PRICE: The purchase price of the property is five million, five hundred thousand dollars \$5,500,000.00, to be paid at closing. Seller agrees that any and all liens or other encumbrances on the Property will be satisfied at the time of closing with the proceeds of same.
- 3) APPRAISED VALUE: Pursuant to state law, an appraisal was performed by Newmark Knight Frank Valuation and Advisory, LLC, on February 28, 2020, which valued the property at seven million, one hundred thirty thousand dollars (\$7,130,000.00). The City hereby accepts the difference between the appraised value and the actual purchase price as a donation from the Seller, and specifically finds that acceptance of this donation is in the best interests of the City and its citizens.
- 4) TAXES: Taxes for the current year are to be prorated and assumed by the Purchaser.
- 5) TITLE: The Seller is to transfer its interests in the Property by Warranty Deed, and reasonable time shall be allowed for examination of title. Should examination of title reveal defects which can be cured, the Seller hereby obligates itself to cure said defects as quickly as possible, and to execute and tender said Warranty Deed in accordance with the terms hereof. If any such defects cannot be cured to Purchaser's satisfaction prior to closing, this contract shall be null and void. The transaction will transfer to the Purchaser any and all rights currently possessed by the Seller, including ownership of any and all water and sewer infrastructure currently possessed by the Seller in relation to the Property. Seller shall not further encumber the Property, by lease, lien, or otherwise, from the date of this contract until February 15, 2021. Nor shall the Seller take any act which may devalue the Property in any way prior to closing.
- 6) POSSESSION: Said property shall be delivered to Purchaser on the date of closing.
- 7) DOCUMENTS: Within ten (10) days of executing this contract, Seller will furnish to Purchaser any and all documents, plats, schematics, drawings, or other written or otherwise tangible items in its possession relating to the layout, plans, infrastructure, division, subdivision, covenants, and easements pertaining to the Property. Seller must also furnish any and all agreements with Belk Department Store immediately adjacent to the Property which are currently in place.

8) TIME AND PLACE OF CLOSING: Closing shall be held on or before February 15, 2021 as determined by the Purchaser, at the office of the Buyer's attorney or as otherwise agreed upon. The closing shall be subject to the State funds currently allocated to the Project ultimately being disbursed to the City of Gautier. The Seller understands and agrees that said disbursement is beyond the City of Gautier's control, and that if the total amount of the funds allocated by the State as of the date of this contract are not disbursed to the City, this contract will be null and void.

9) CLOSING COSTS: Closing costs (excluding title insurance and real estate agent commissions) will be split evenly by the parties. The Seller shall be responsible for the real estate agent commission associated with this purchase, if any, and the Purchaser shall be responsible for obtaining title insurance, if any.

10) BREACH REMEDY: If the Seller breaches any material term of this Contract, the Purchaser will be entitled to specific performance of this contract, and will be entitled to recover attorneys fees in relation to same.

11) GOVERNING LAW: The laws of the State of Mississippi shall govern the interpretation of this contract, the transaction, and any disputes arising therefrom.

12) COMPLETE AGREEMENT: This contract is the entire and only agreement between the Seller and Purchaser. This contract replaces any previous agreements between these parties, and can only be changed by an agreement, in writing, signed by both parties after appropriate authorization is obtained. The Seller states that there exists no current contract to sell the Property to any third party.

WITNESS OUR SIGNATURES, this the _____ day of _____, 2020.

Singing River, LLC

City of Gautier, Mississippi

By: Lee Brumfield
Member and Authorized Agent

By: Paula Yancey,
City Manager

STATE OF _____

COUNTY OF _____

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named Paula Yancey, who acknowledged to me that he, as a duly authorized agent of the City of Gautier, has the authority to bind said entity as City Manager, and in such capacity signed, sealed, delivered, and executed the above and foregoing instrument on the date therein as the act and deed of the City of Gautier, after first having been duly authorized by said entity, so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the ____ day of _____, A.D., 2020.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF _____

COUNTY OF _____

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named Lee Brumfield, who acknowledged to me that he, as a duly authorized agent of Singing River, LLC, has the authority to bind said entity as owner of the above-described property, and in such capacity signed, sealed, delivered, and executed the above and foregoing instrument on the date therein as the act and deed of Singing River, LLC, after first having been duly authorized by said entity, so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the ____ day of _____, A.D., 2020.

NOTARY PUBLIC

My Commission Expires: _____

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

Council Meeting:
Title:

July 14, 2020
**Authorization to execute extension of the
Preliminary Development Agreement between
the City of Gautier and Blackwater Development
Company, LLC**

Introduced by:
Contact Person/Telephone

City Manager 497-8000 ext. 306

Summary Explanation: Authorization to execute extension of the Preliminary Development Agreement between the City of Gautier and Blackwater Development Company, LLC

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, on or about October 22, 2019, the City of Gautier entered into a Preliminary Development Agreement with Blackwater Development Company, LLC; and

WHEREAS, due to unforeseen delays in possible acquisition of the relevant Property, additional time is desired by the City to achieve the goals of the Agreement; and

WHEREAS, the City and Developer hereby amend and revise the Agreement to automatically expire on February 15, 2021;

WHEREAS, the Mayor and Council Members hereby find that this extension is in the best interests of the City and its citizens; and

NOW THEREFORE, IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the attached extension of the Preliminary Development Agreement with Blackwater Development Company, LLC is authorized and 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 July 14, 2020.

PRELIMINARY DEVELOPMENT AGREEMENT

THIS **PRELIMINARY DEVELOPMENT AGREEMENT** ("Agreement") having an effective date of October 22, 2019 ("Effective Date") by and between the CITY OF GAUTIER, MISSISSIPPI, a municipality formed under the laws of the State of Mississippi ("City"), and BLACKWATER DEVELOPMENT COMPANY, LLC an Alabama limited liability company ("Developer" and/or "Blackwater"). The City and Developer may collectively hereinafter be referred to as the "Parties" or individually as a "Party".

RECITALS

WHEREAS, the City currently holds an option to purchase that certain real property located within the City of Gautier, Jackson County, Mississippi, said property being more particularly identified on Exhibit A attached hereto ("Property"), pursuant to that Option to Purchase Agreement by and between Singing River, LLC, as seller and the City, as buyer ("the Option").

WHEREAS, the economic prosperity of the City, as well as the welfare of its citizens, may be enhanced by the potential development, construction, and operation of commercial development to be located on the Property, thereby resulting in improvements and promotion of the public good, the general welfare, trade, commerce, employment opportunities, economic development and revitalization, and the promotion of tourism in the City; and,

WHEREAS, it is the intent of the Parties that the potential development will create economic growth in and surrounding the Property, and that the city will realize economic, social and community benefits from its development and/or redevelopment;

WHEREAS, it is the intent of the City to enter into this Agreement to grant to Blackwater the exclusive right to market the development of the Property for such purposes until such time as a final Redevelopment Agreement can be entered between the Parties, which is subject to the City acquiring the Property as set forth herein, in accordance with the terms and conditions set forth herein; and,

WHEREAS, the execution and delivery of this Agreement on behalf of the City and Developer has been duly authorized.

NOW, THEREFORE, in consideration of mutual covenants and agreements herein, and such other good and valuable consideration, the City and Developer hereby agree as follows:

1. **Agreement.**

(a) The City hereby grants to Blackwater the exclusive right to market the development the Proposed Project, until such time as a final Redevelopment Agreement can be entered between the Parties (or until this Agreement expires or is terminated), which is subject to the City acquiring the Property as set forth herein, in accordance with the terms and conditions set forth herein. The Parties hereby mutually agree that the City is giving the Developer an exclusive right to perform

under this Agreement for the time period and purposes set forth herein. Each of the Parties agree that neither will enter into any other agreement or arrangements which would permit any other entity other than Developer to undertake the study, planning, design, promotion of a development or developments within the Property.

(b) In entering into this agreement, the City hereby finds that the Proposed Project (as herein defined), will create economic growth in and surrounding the Property, and that the city will realize economic, social and community benefits from the development and/or redevelopment.

(c) Developer shall, in its sole discretion, pursue the marketing, planning, design and promotion of development of the Property with a view toward developing one or more commercial developments or projects within the Property (individually or collectively, a "Proposed Project"). The Parties agree that the Proposed Project shall comply with the definition of a "Project" in House Bill 1724, 2019 Legislative Session, Mississippi Legislature. Developer shall endeavor to develop a master plan for the Property from which it intends to develop.

(d) Developer or its agents shall have the right to enter onto the Property to show the Property to prospective tenants, occupants, or purchasers, and from and after the Effective Date of this Agreement. If and when the City and Developer enter into a final Redevelopment Agreement, the Developer will be permitted to post and maintain signs that advertise the Property for lease. Developer shall be responsible for paying for the marketing, advertising, promotional costs, and expenses relating to the Developer's efforts including, but not limited to sales brochures and literature, advertising and media, promotional videos, photography, Developer's travel expenses, its attorneys' fees, and any other promotional expenses or marketing costs related to the Property.

(e) If the City acquires the Property pursuant to the terms of the Option to Purchase ("City Acquisition"), the City will enter into a Redevelopment Agreement with Blackwater to develop the Property. The City and Developer shall act in good faith to negotiate the terms of the Redevelopment Agreement, which will include the following provisions:

(i) granting Blackwater the right to do its feasibility studies, including, without limitation, the following (collectively, the "Feasibility Studies") (Developer shall have full access to the Property for the purpose of performing its Feasibility Studies);

(ii) to enter upon the Property to perform such tests, surveys, inspections and examinations of the Property as Developer deems advisable, including soil and environmental tests (including core drilling and related inspections);

(iii) to make investigations with regard to title to the Property, matters of survey, flood plain of the Property, wetlands on the Property, utilities availability, zoning and building code, handicapped accessibility and other applicable governmental requirements with regard to the Property and the use thereof;

(iv) to conduct market feasibility studies and any and all such other studies as Developer may deem necessary or appropriate in order to determine the feasibility of the Property for Developer's Intended Use;

(v) to obtain the necessary permits and approvals from the applicable governmental or quasi-governmental authorities; and

(vi) to enter into a long term ground lease, or leases, with Blackwater for the Property, or certain portions of the property for up to seventy-five (75) years for less than fair market value; and

(vii) the nature of the proposed development, and the policies and procedures for the City's approval of same.

(f) To the extent necessary, the City will assist the Developer in obtaining permitting and other regulatory requirements prior to development. The City agrees to execute the necessary applications for and to cooperate with Developer in the processing of the Authorizations and environmental remediation as set forth herein; however, such Authorizations are subject to reasonable review by the City and are without any cost or expense to the City.

(g) Within five (5) business days from the Effective Date, the City shall deliver to Developer copies, if any, of all existing surveys in the City's possession for the Property together with any other documents, if any, related to the Property, including without limitation title policies and commitments (and corresponding documents), environmental reports and permits, engineering reports and permits, soil reports, utility information, permits and other governmental approval information, and any other information in the City's possession that would be helpful to Developer in its development of the Property. The City, by execution of this Agreement, authorizes its agents or contractors to release any of the foregoing material, in hard copy format and/or electronically, at no cost to Developer. Developer may order a new survey of the Property from a licensed land surveyor or engineer.

(h) The Parties agree that the obligation to enter Ground Leases is subject to and contingent upon compliance with all laws of the State of Mississippi relating to the sale and lease of real property by a municipality. Additionally, although the City will use reasonable efforts to acquire the Property, if City Acquisition does not occur for lack of funding or an unforeseen event, the obligation to enter Ground Leases will not be triggered.

(i) Terms of transferring and/or assigning rights will be addressed in the final Redevelopment Agreement.

(j) Prior to the conveyance of any leasehold interest in and to the Property or any portion thereof pursuant to a Ground Lease, the City agrees to maintain or cause to be maintained, in good condition and repair the Property. Such maintenance shall include the payment of all utilities and taxes, if any, and insuring the Property with commercial liability insurance in commercially reasonable amounts ("Maintenance Obligations"). From and after the execution of a Ground Lease, Developer shall take over such Maintenance Obligations with respect to any portion of the Property that is the subject of a Ground Lease.

(k) Nothing herein shall prevent or impair the City's ability to use, permit or allow various events to occur upon the Property from and after the City Acquisition until such time as an Option Closing occurs.

2. Term. The term of this Agreement shall commence on the Effective Date and expire and terminate on such date as Developer provides written notice to the City that it no longer intends to pursue the development of the Property, The term of this Agreement shall also expire in the event the City (a) has not acquired the Property on or before July 1, 2020, (b) is no longer under an Option to Purchase said Property, or (c) does not intend to pursue further the acquisition of the Property due to the inability to obtain the funds it is pursuing to fund such acquisition (as set forth below). In the event of any such occurrence, the City shall provide written notice to Developer, and upon receipt of such notice, this Agreement shall terminate and be of no further force and effect.

3. Funding. The Parties acknowledge and agree that the City is pursuing receipt of funds under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act ("RESTORE Act") to use for the acquisition of the Property. In the event, the City is not successful in obtaining such funds, it may, in its sole discretion, pursue alternative funding sources, including without limitation, the issuance of bonds.

4. Indemnification. To the extent permissible under the Laws of the State of Mississippi, the City shall defend, protect, indemnify and hold harmless Developer from and against all claims or demands, including any actions or proceedings brought thereon, and all costs, expenses and liabilities of any kind relating thereto, including reasonable attorneys' fees and cost of suit, arising out of or resulting from any activity conducted or performed under this Agreement by the City, or anyone claiming by, through or under the City; provided however, the foregoing obligation shall not pertain to claims or demands based on Developer's negligence. Developer shall defend, protect, indemnify and hold harmless the City from and against all claims or demands, including any actions or proceedings brought thereon, and all costs, expenses and liabilities of any kind relating thereto, including reasonable attorneys' fees and cost of suit, arising out of or resulting from any activity performed under this Agreement on the Property by Developer, or anyone claiming by, through or under Developer; provided however, the foregoing obligation shall not pertain to claims or demands based on the City's negligence. From and after the execution of a Ground Lease, Developer's indemnity obligations with regard to any portion of the Property that is the subject of a Ground Lease shall supersede any such obligations of Developer hereunder.

5. Miscellaneous. If any term or provision hereof is declared by a court of competent jurisdiction to be illegal or invalid, such illegal or invalid term or provision shall not affect the balance of the terms and provisions hereof. In the event any action or suit is brought by reason of any breach of this Agreement or any other dispute between the parties concerning this Agreement, then the prevailing party shall be entitled to have and recover from the other party all costs and expenses if allowed under the laws of the State of Mississippi. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Mississippi. This Agreement is to be deemed to have been prepared jointly by the parties hereto, and if any inconsistencies or ambiguities exist herein, they shall not be interpreted or construed against either party as the drafter. The parties shall take such actions and execute such documents as each may reasonably request, to carry out the purposes of this Agreement. All paragraph headings are inserted for convenience only and shall not be used in any way to modify, limit, construe or otherwise affect this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Facsimile or "pdf" signatures on this Agreement shall be valid the same as originals. As used herein, the term "business day" means any day other than a Saturday, a Sunday

or a federal or State holiday. Whenever action must be taken (including the giving of notice or the delivery of documents) under this Agreement during a certain period of time (or by a particular date) that ends (or occurs) on a non-business day, then such period (or date) shall be extended until the immediately following Business Day. Time is of the essence in the execution and performance of this Agreement and of each of its provisions. This Agreement sets forth the entire agreement between the parties, merges all prior and contemporaneous agreements, understandings, warranties or representations, and may be canceled, modified or amended only as set forth herein or by a written instrument executed by both the City and Developer. No waiver of any provision or condition of the contract by any party shall be valid unless in writing, signed by such party. No such waiver shall be taken as a waiver of any other or similar provision or of any future event, act, or default. All references to Exhibits contained herein are references to exhibits attached hereto, all of which are made a part hereof for all purposes the same as if set forth herein verbatim, it being expressly understood that if any Exhibit attached hereto which is to be executed and delivered at an Option Closing contains blanks, the same shall be completed correctly and in accordance with the terms and provisions contained herein and as contemplated herein prior to or at the time of execution and delivery thereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

DEVELOPER:

Blackwater Development Company, LLC

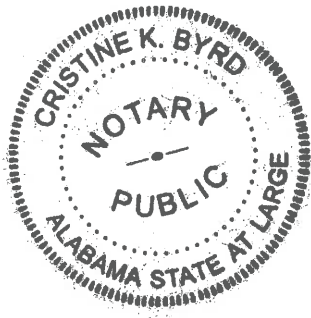
By: [Signature]
Name: John Abernathy
Its: PRESIDENT

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that John Abernathy, whose name as President of Blackwater Development Company, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he, as such President and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal, this the 22nd day of October, 2019.



Cristine K. Byrd
Notary Public

My Commission Expires: 06-04-23

CITY OF GAUTIER, MISSISSIPPI

By: Paula Yancey with permission Addie Bang Acting City Manager
Name: Paula Yancey / Scott Ankerson
Its: City Manager

ATTEST:

By: Cynthia Russell
Name: Cynthia Russell
Its: City Clerk

STATE OF MISSISSIPPI

COUNTY OF JACKSON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 23rd day of October, 2019, within my jurisdiction, the within named Paula Yancey and Cynthia Russell, who acknowledged they are the City Manager and City Clerk, respectively, of the City of Gautier, Mississippi, and that for and on behalf of said city and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized so to do.

Addie Bang
Notary Public

My Commission Expires:

Feb 13, 2020



EXHIBIT A

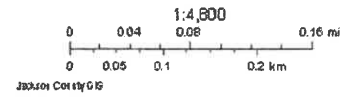
Delineation of the Property

ArcGIS Web Map



October 18, 2019

- Parcels
- Center Lines
- Major
- City Limits
- Primary Roads



Web App 8/15/11 01A 0015
(Jackson County GIS)

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

Council Meeting:
Title:

July 14, 2020
**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

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; 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 that resolution.

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

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

IT IS FURTHER PROCLAIMED AND RESOLVED 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 July 14, 2020.