

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

I. Call to Order

1. Prayer

2. Pledge of Allegiance

II. Agenda Order Approval

III. Announcements

- 1. Farmers Market will be Thursday, September 24th from 2pm until 6pm at the Singing River Mall Property**
- 2. City of Gautier's Cruisin' through the Decades Event will be October 4, 2020 from 4pm - 8pm at the Singing River Mall Property. (Drive-In Movie will begin at 6:30pm featuring Grease)**
- 3. Drive-In Movie Night, Saturday October 17th at 6:30pm at the Singing River Mall Property featuring Hocus Pocus**

IV. Presentation Agenda

V. Business Agenda

- 1. Approval to accept a drainage easement at 2408 Merida Cove. (Parcel ID Number 86301066.000)**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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- 2. Approve Commercial Insurance Renewals FY 2021**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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3. Authorization to enter into a Professional Services Agreement with Seymour Engineering for work associated with the 2019 NRCS drainage grant project

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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4. Consideration for an abatement at 2104 Westgate Parkway (Brian K. & Matthew T. Wilson)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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5. Consideration for an abatement at 1701 Sunrise Drive (Greg Hays)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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6. Consideration for an abatement at 1108 De La Pointe Drive (James E., Jr. & Jennifer Jenkins)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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7. Consideration for a variance at 2606 Calle de Feliz, allowing a twenty-eight foot (28') front setback that would allow an accessory building to be located in front of the principal use in a R-1 Low Density Single-Family Residential Zoning District. This variance would create a need for an eighteen-foot (18') variance from the front property line.
(GPC Case #20-13-VAR)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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8. Consideration for a variance at 2518 Calle de Feliz, allowing a fourteen-foot six-inch (14'6") variance to front set-back requirements that would allow an accessory building to be located in front of the principal use in a R-1 Low Density Single-Family Residential Zoning District. (GPC #20-14-VAR)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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9. Consider a request for a thirteen-foot (13') variance to front yard set-back requirements for a carport addition in a R-1 Low Density Single-Family Residential Zoning District. 2406 Calle de Feliz, (GPC #20-15-VAR)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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10. Consideration for a variance at 1224 Stanfield Point Road, allowing a forty-five foot (45') front set-back that would allow an accessory structure to be located in front of the principal use in an R-1 Low Density Single-Family Residential Zoning District.
(GPC #20-16-VAR)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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11. Approval of the 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 purchase a 2004 Ford F-250 Pickup Truck and a 60 Gallon Fuel Tank for \$10.00 from the Jackson County Board of Supervisors
2. Approval of the 2020 City of Gautier Tax Assessments rolls
3. Receive August 2020 Privilege License Reports
4. Resolution approving the continuation of a Declaration of Local Emergency pertaining to COVID-19.
5. Approval of Minutes from Regular Council Meeting held September 1, 2020 and Recessed Council Meeting held September 8, 2020.
6. Receive June 2020 Finance Report
7. Receive July 2020 Finance Report
8. Approval of water and sewer adjustments dated September 2020 in the amount of \$5,805.91

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

**CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
September 15, 2020**

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. Farmers Market will be September 24th from 2pm until 6pm at the Singing River Mall Property.
2. City of Gautier's Cruisin' through the Decades Event will be October 4th from 4pm until 8pm at the Singing River Mall Property. (Drive-In Movie will begin at 6:30pm featuring Grease)
3. Drive-In Movie Night, Saturday October 17th at 6:30pm at the Singing River Mall Property featuring Hocus Pocus

NOTES:



Gautier

Farmers MARKET



SEPTEMBER 24TH
2:00 P.M. UNTIL 6:00 P.M.
SR MALL PROPERTY
2800 HWY 90

PLEASE NOTE DATE & LOCATION CHANGE

FOR MORE INFORMATION OR TO BECOME A
VENDOR CONTACT RACHEL HONEA AT 228-219-3259



CITY OF GAUTIER'S *Cruisin'* THROUGH THE DECADES



OCTOBER 4, 2020

CRUISE-IN 4PM DRIVE-IN MOVIE 6:30 PM

2800 HWY 90 GAUTIER, MS

THEMED MUSIC

FOOD TRUCKS

RESERVED PARKING FOR ALL CRUISERS

SOCIAL DISTANCING WILL BE ENFORCED!



COME VIEW CLASSIC BEAUTIES!

4PM-6PM SINGING RIVER MALL PROPERTY

2800 HWY 90 GAUTIER, MS

Gift bags for the 1st 250 Cruisers



6:30 pm Singing River Mall Property

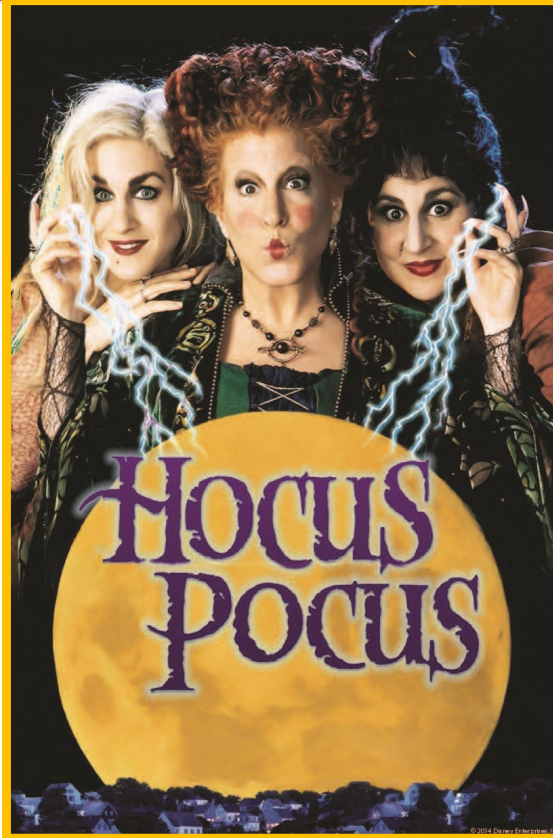
GAUTIER

DRIVE-IN

MOVIE NIGHT



FREE EVENT



OCTOBER 17TH

6:30PM

SR MALL PROPERTY

2800 HWY 90

GRAB DINNER AND HEAD ON OVER

**CITY OF GAUTIER, MISSISSIPPI
PRESENTATION AGENDA
September 15, 2020**

ITEM DESCRIPTION:

PRESENTATION AGENDA

None

NOTES:

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

Council Meeting:
Title:

September 15, 2020
Approval to accept a drainage easement at 2408
Merida Cove, Gautier, MS (PID #86301066.00)

Introduced by:
Contact Person/Telephone

Ramona Morgan 497-8000

Summary Explanation: Approval to accept a drainage easement at 2408 Merida Cove, Gautier, MS (PID #86301066.00)

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, an easement is needed to install proper drainage and correct existing drainage located at 2408 Merida Cove, Gautier, MS; and

WHEREAS, Jonathon D. Lawrence and Holly G. Lawrence will grant the City of Gautier a drainage easement and right of way for the purpose of establishing, constructing, and maintaining drainage at this parcel; and

WHEREAS, the Grants and Projects Department recommends that the City Council approve to accept an easement from Johnathon D. Lawrence and Holly G. Lawrence at 2408 Merida Cove, Gautier, MS to allow for proper installation of drainage for this property; and

WHEREAS, the Mayor and City Council hereby find that providing the described easement at 2408 Merida Dr. (is or is not) 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 approval of a drainage easement at 2408 Merida Cove, Gautier, MS (PID #86301066.000) 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 September 15, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Ramona Morgan, Grants & Projects Administrator
Date: 9/8/2020
Subject: Approval to accept a drainage easement at 2408 Merida Cove. (Parcel ID Number 86301066.000)

REQUEST:

The Contracts & Projects Administrator requests approval to accept an easement from Jonathan D. Lawrence and Holly G. Lawrence 2408 Merida Cove Gautier, MS to allow for the proper installation of drainage for this property.

BACKGROUND:

During heavy rain the storm water run off and sheet flow run off from the road cause major erosion and damage to the property at 2408 Merida Cove.

DISCUSSION:

Jonathan D. Lawrence and Holly G. Lawrence will grant the City of Gautier a drainage easement and right of way for the purpose of establishing, constructing, and maintaining drainage at this parcel. An easement is needed to install proper drainage, and correct existing drainage.

RECOMMENDATION:

The Contracts & Projects Administrator recommends that City Council approve to accept the easement from Jonathan D. Lawrence and Holly G. Lawrence.

The City Council may:

1. Approve to accept the easement from Jonathan D. Lawrence and Holly G. Lawrence 2408 Merida Cove Gautier, MS; or
2. Not approve to accept the easement from Jonathan D. Lawrence and Holly G. Lawrence 2408 Merida Cove Gautier, MS

ATTACHMENTS:

Prepared by: BORDIS & DANOS, PLLC
1215 Government St.
Ocean Springs, MS 39564
(228) 215-1367

Return to: BORDIS & DANOS, PLLC
1215 Government St.
Ocean Springs, MS 39564
(228) 215-1367

STATE OF MISSISSIPPI

COUNTY OF JACKSON

INDEXING: Pt. Lot 671, Pt. Clear Riviera
S/D, Sec. D, Jackson County, MS

DRAINAGE EASEMENT

FOR AND IN CONSIDERATION of the sum of Ten and No/100ths Dollars
(\$10.00), cash in hand paid, and other good and valuable consideration, the receipt
of which is hereby acknowledged, we,

JONATHAN D. LAWRENCE and HOLLY G. LAWRENCE

2408 Merida Cove
Gautier, Mississippi 39553
Phone: 228-369-4343

do hereby convey and release unto

CITY OF GAUTIER, MISSISSIPPI
3330 U.S. Highway 90
Gautier, Mississippi 39553
228-497-8000

an easement and right of way for the purpose of establishing, constructing, and maintaining drainage over and across the tract, piece or parcel of land situated in the County of Jackson, State of Mississippi, described as follows, to-wit:

A parcel of land situated and being located in a part of Lot 671, Point Clear Riviera Subdivision, Section D, City of Gautier, Jackson County, Mississippi, and being more particularly described as follows, to-wit: Beginning at a 1-inch pipe found at the Southwest corner of said Lot 671, Point Clear Riviera Subdivision, Section D; thence 10.00 feet along a curve to the left having a radius of 50.00 feet and also having a chord bearing and distance of North 40°06'52" East 9.98 feet to a 1/2-inch rebar set; thence South 41°20'32" East 128.92 feet to the West edge of a canal; thence South 19°36'10" West 11.46 feet along said West edge of a canal to a point; thence North 41°16'38" West 133.00 feet to the Point of Beginning. Said parcel of land contains 1,300 square feet, more or less.

The above described property is illustrated on the June 16, 2020 survey provided by Seymour Engineering which is attached as "Exhibit A" hereto and incorporated by reference. The grantee is also granted the right of ingress and egress for purposes of establishing, constructing, and maintaining said easement, as well as the right to store equipment and materials which may be necessary to construct, maintain, repair, or clear the easement.

WITNESS our signatures, this the 2nd day of September,

2020.


JONATHAN D. LAWRENCE


HOLLY G. LAWRENCE

STATE OF MISSISSIPPI

COUNTY OF Jackson

PERSONALLY appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Jonathan D. Lawrence and Holly G. Lawrence, who acknowledged that they signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned.

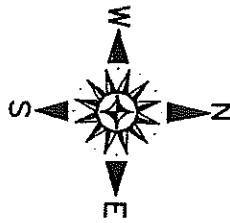
GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 2nd day of September, 2020.

My Commission Expires:
May 15, 2023

bjm



Patricia Lynn Lear
NOTARY PUBLIC



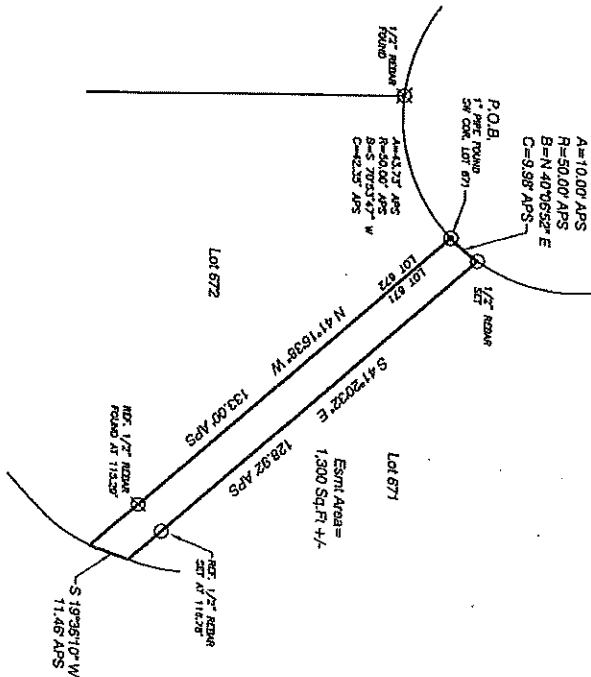
PROPOSED 10" DRAINAGE EASEMENT

SURVEY DESCRIPTION:

Survey of a parcel of land situated and being located in a part of Lot 671, Point Clear Riviera Subdivision, Section D, City of Gautier, Jackson County, Mississippi, and being more particularly described as follows, to-wit:

Beginning at a 1" pipe found at the southwest corner of said Lot 671, Point Clear Riviera Subdivision, Section D; thence 10.00 feet along a curve to the left having a radius of 50.00 feet and also having a chord bearing and distance of N 40°06'52" E 9.98 feet to a 1 1/2" rebar set; thence S 41°20'32" E 128.92 feet to the west edge of a canal; thence S 19°36'10" W 11.46 feet along said west edge of a canal to a point; thence N 41°16'38" W 133.00 feet to the Point of Beginning. Said parcel of land contains 1,300 square feet, more or less.

MERIDA COVE ASPHALT SURFACE



- LEGEND:**
- ⊗ — IRON ROD FOUND
 - — IRON PIPE FOUND
 - — 1/2" REBAR SET
 - AS PER SURVEY
 - AS PER RECORD
 - POWER POLE

Note: This Survey "Class B" was made in accordance with the "Standards of Practice for Surveying in the State of Mississippi, August 1, 2015".

Note: Bearings are based on geodetic by GPS observations on control points.

Note: This Survey does not reflect a title search by Seymour Engineering, nor should it be considered as such.

This is to CERTIFY that I have surveyed the property described and delineated hereon, and that the measurements and other data indicated are correct to the best of my knowledge and belief.

James C. Booth, Jr.
James C. Booth, Jr., P.L.S. #2666
June 16, 2020



SEYMOUR ENGINEERING

3225 TOWART MURDO DRIVE, SUITE C
BLOOM, MISSISSIPPI 39532

PHONE: (228) 385-2350
FAX: (228) 385-2353



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

Council Meeting:
Title:

**September 15, 2020
Approve Commercial Insurance Renewals FY 2021**

Introduced by:
Contact Person/Telephone

Teresa L Montgomery 497-8000

Summary Explanation: Approve renewal of commercial insurance policies through HUB International for property, casualty and liability insurance coverage for FY 2021.

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	☐
☐		☐		☐		☐		☐	☐

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

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 2018 the City of Gautier entered into a three (3) year agreement with HUB International to serve as the city's "Broker of Record" in regards to Property and Casualty Insurance; and

WHEREAS, HUB International has negotiated renewals with insurance providers and presented the best renewal rates and coverages to the City Manager for approval; and

WHEREAS, renewal premiums for all expiring property, casualty and liability insurance is \$319,509.32 (an increase of \$23,133.43 from FY 2020); and

WHEREAS, the city will carry coverage for the following: Commercial Buildings/Equipment, Commercial General Liability, Auto Liability and Physical Damage, Law Enforcement Liability, Public Officials Liability, Employee Crime, Cyber Liability, Employment Practices Liability, Boats, and Employee Accident & Sickness for Reserves and Volunteers;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the renewal of the Property, Casualty and Liability Insurance policies for FY 2021, as presented, is hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 15, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Teresa L Montgomery, Comptroller
Date: 09/09/20 **Revised 09/17/20**
Subject: Commercial Insurance Renewal FY 2021

REQUEST:

Approve renewal of property, casualty and general liability insurance policies for FY 2021.

BACKGROUND:

In 2018 the City of Gautier entered into a three (3) year agreement with HUB International to serve as the city's "Broker of Record" in regards to Property and Casualty Insurance. This agreement will expire in 2021. HUB International has negotiated renewals with providers and presented the best renewal rates and coverages to the City Manager for approval. Quoted costs below do include broker fees in the amount of \$22,000.00.

DISCUSSION:

The City received two proposals for our Commercial renewals. The first proposal retains all current providers with a total premium increase of ~~\$31,122.55~~ **\$23,133.43**. The second "marketed" proposal is a compilation of the best quotes for each line of coverage. The total premium increase for the marketed proposal is \$23,832.43. The property insurance quote in both proposals is from the same provider. It includes a 9% increase in addition to a step up to a 3% Hurricane deductible. The premium increase for both proposals includes \$10,468.67 for a Wind Deductible Buyback to decrease this deductible back to 2%.

Other line item coverages showing significant premium increases were Automobile, Law Enforcement Liability and Employment Practices Liability. These increases were market driven and not the result of the City's claims history. ~~This net increase in premiums was offset to some extent by a significant decrease in the premiums for General Liability.~~ **Trident came back to the table today and lowered premiums on several line items in order to retain our business. While the premium for General Liability is still higher than the marketed proposal, the overall cost is lower. Therefore, the best case scenario is to maintain our relationship with our current providers.**

Total insurance premiums per the **Trident proposal for FY2021 will be \$319,509.32** for all renewals. This is an increase from FY 2020 of **\$23,133.43**. As stated previously, this amount includes both the broker fees and the wind deductible buyback.

Coverages provided by this renewal are:

Commercial Buildings and Equipment
Commercial General Liability
Auto Liability and Physical Damage
Law Enforcement Liability
Public Officials Liability
Crime: Includes Employee, Computer, and Identity Fraud

Cyber Liability
Employment Practices Liability
Boat Policy
Employee Accident & Sickness for Reserves and Volunteers

RECOMMENDATION:

It is recommended the Gautier City Council approve the FY 2021 renewals of all Property, Casualty and Liability Policies with the addition of the “Wind Deductible Buyback” option as presented in the attached proposal.

ATTACHMENT:

HUB Incumbent Proposal
Revised Premium Summary for Incumbent Proposal

Commercial Insurance Proposal

City of Gautier

Property/Casualty Insurance

Policy Term:

9/30/2020-9/30/2021 – Property (Incl. Equipment), Wind
Deductible Buyback, General Liability, Automobile Policy, Law
Enforcement Liability, Public Officials Liability, Crime, Cyber,
Employment Practices Liability, Boat Policy

10/1/2020-10/1/2021 – Employee Accident & Sickness

Presented By

Greg Cullom & Diane L. Moore

Review Date: September 8, 2020

Hub International Gulf South
300 Concourse Boulevard
Ridgeland, MS 39157
(601) 607-5500
www.hubinternational.com

Please note the following regarding this Insurance Review:

THIS REVIEW CONTAINS ONLY A SUMMARY OF YOUR INSURANCE COVERAGE AND POLICY. IT IS YOUR RESPONSIBILITY TO CAREFULLY AND COMPLETELY REVIEW THE ENTIRE POLICY FOR ITS ACTUAL TERMS, LIMITS AND CONDITIONS. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE TERMS OF THE POLICY AND THE PROVISIONS OF THIS REVIEW, THE TERMS OF THE POLICY WILL GOVERN AND CONTROL.



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Service Team

Our ability to provide superior service starts with quality people.
The key individuals assisting you with your account are:

Account Producer	
Greg Cullom	
p (228) 897-6727	
greg.cullom@hubinternational.com	
Account Producer	
Diane L. Moore	
p (228) 897-6747	
Diane.l.moore@hubinternational.com	
Account Manager	
Dustin Mauffray	
p (228) 897-6706	
Dustin.mauffray@hubinternational.com	
Customer Service Representative	
Mishon Elmer	
p (228) 897-6703	
Mishon.elmer@hubinternational.com	
Claims	
Billie Mire	
p (601) 607-5430	
Billie.mire@hubinternational.com	

Premium Summary

Description Of Coverage	2019-2020 Expiring Premium	2020-2021 Proposed Premium
Property	\$ 73,090.89	*\$ 80,279.77
General Liability (Includes Data Compromise)	\$ 62,772.00	*\$ 63,283.00
Automobile Policy	\$ 62,891.00	\$ 66,263.00
Law Enforcement Liability	\$ 46,172.00	\$ 50,929.00
Public Officials Liability	\$ 7,236.00	\$ 8,304.00
Crime	\$ 1,952.00	\$ 1,943.00
Cyber	\$ 1,131.00	\$ 2,174.00
Employment Practices Liability	\$ 13,622.00	\$ 15,475.00
Boat Policy	\$ 2,903.00	*\$ 3,300.00
Employee Accident & Sickness	\$ 2,606.00	\$ 3,079.00
Total Estimated Annual Premium*	\$ 274,375.89	\$ 295,029.77

*All quoted premiums are annual estimates and may change due to year end audits or mid-term policy changes.

**Carrier may apply a short-rate penalty should you request a policy be cancelled mid-term.

***NOTE: Property Hurricane deductible increased from 2% to 3% minimum \$25,000

**OPTIONAL: Wind Deductible Buyback buying down the Property Hurricane deductible back to 2% – \$10,468.67

**OPTIONAL: Cyber (Capitol Special Risk/Corvus) providing higher limits - \$4,450.88

*Boat – Includes TRIA (\$250.00)

*Property – Includes Taxes & Fees (\$5,676.77)

*General Liability – Includes TRIA (\$1,810.00)

Confirmation to Bind

CONFIRMATION TO BIND AGREEMENT

I, City of Gautier, acknowledge that we have reviewed the enclosed proposal and confirm HUB's acknowledgment to bind the programs described within:

As Proposed: _____

Changes as Follows:

Binding Subjectivities:

- Liability Terrorism Form (Argonaut)
- Boat Terrorism Form (Markel)
- Property Terrorism Form (Lloyd's)
- Property Acord App
- Property Flood Notice
- Property Surplus Lines Statement
- Wind Deductible Buyback Acord App

Accepted By: _____
Name & Title

Date: _____

Electronic Documents

CONSENT TO RECEIVE ELECTRONIC DOCUMENTS

City of Gautier (Client) hereby consents and agrees to receive electronic documents related to insurance coverage procured or quoted by, or Client's business relationship with, Hub International Gulf South (HUB). In addition to traditional manners of delivery, Hub may transmit documents to Client through electronic means, such as electronic mail and facsimile. The documents that may be transmitted electronically include, but are not limited to, the following: insurance policies; policy information pages; coverage forms; endorsements; applications; binders; certificates and evidence of insurance; invoices; premium finance agreements; audit statements; loss control reports; claim reports; correspondences; notices of cancellation and non-renewal; and policies related to the operation of HUB's business.

Please provide e-mail address of proper recipient below.

I approve of receiving policies and other documentation, when available, via electronic mail.

 Please consider the Environment

Signature

Date

Locations

Loc #	Bldg #	Description and Address	City	State	Zip
1	1	City Hall 3330 Highway 90;	Gautier	MS	39553
1	2	City Maintenance Barn (Blue) 3330 Highway 90;	Gautier	MS	39553
1	3	City Storage Building (Yellow) 3330 Highway 90;	Gautier	MS	39553
1	4	Pole Barn 3330 Highway 90;	Gautier	MS	39553
1	5	Veterans Tribute Tower 3330 Highway 90;	Gautier	MS	39553
1	6	Water Treatment Plant Lab Building 3330 Highway 90;	Gautier	MS	39553
1	7	Water Treatment Plant Awning 3330 Highway 90;	Gautier	MS	39553
2	1	Nature's Playground Sculpture Dolphin Rd. Traffic Circle	Gautier	MS	39553
3	1	Police Department 3329 Hwy 90	Gautier	MS	39553
4	1	Public Works Building 3305 Gautier Vancleave Rd	Gautier	MS	39553
4	2	Public Works Warehouse 3305 Gautier Vancleave Rd	Gautier	MS	39553
5	1	Central Fire Station 2502 College Circle	Gautier	MS	39553
6	1	North Fire Station 7510 Martin Bluff Rd	Gautier	MS	39553
7	1	South Fire Station 1905 Ladnier Rd	Gautier	MS	39553
8	1	West Fire Station 6200 Brown Rd	Gautier	MS	39553
9	1	Senior Citizens Building 914 De La Pointe Dr	Gautier	MS	39553
9	2	City Park Pier/Boat Ramp 914 De La Pointe Dr	Gautier	MS	39553
10	1	City Park Storage Building 914 1/2 De La Pointe Dr	Gautier	MS	39553
11	1	City Park Restrooms 914 1/3 De La Pointe Dr	Gautier	MS	39553
12	1	City Park Pavillion D 914 1/4 De La Pointe Dr	Gautier	MS	39553
13	1	City Park Pavillion E 914 1/5 De La Pointe Dr	Gautier	MS	39553
14	1	Old School House 902 De La Pointe Dr	Gautier	MS	39553
14	2	Old School House Storage 902 De La Pointe Dr	Gautier	MS	39553
15	1	Police Substation 2300 Ladnier Rd	Gautier	MS	39553
15	2	Storage Building (Bacot Park) 2300 Ladnier Rd	Gautier	MS	39553
15	3	Batting Cage/Storage (Bacot Park)	Gautier	MS	39553

		2300 Ladnier Rd			
15	4	Restrooms (Bacot Park) 2300 Ladnier Rd	Gautier	MS	39553
15	5	Concession Stand/Baseball (Bacot Park) 2300 Ladnier Rd	Gautier	MS	39553
15	6	Concession Stand/Football (Bacot Park) 2300 Ladnier Rd	Gautier	MS	39553
15	7	Press Box/Baseball (Bacot Park) 2300 Ladnier Rd	Gautier	MS	39553
15	8	Press Box/Football (Bacot Park) 2300 Ladnier Rd	Gautier	MS	39553
15	9	Aluminum Bleachers (Bacot Park) 2300 Ladnier Rd	Gautier	MS	39553
16	1	Bus Stop Shelter West Hwy 90	Gautier	MS	39553
16	2	Bust Stop Shelter Central Hwy 90	Gautier	MS	39553
16	3	Bust Stop Shelter East Hwy 90	Gautier	MS	39553
17	1	Digital Sign (Mall) Hwy 90/Gautier Town Center	Gautier	MS	39553
18	1	Pavillion (Frasier Park) 720 Frasier Dr	Gautier	MS	39553
18	2	Restroom Frasier Park 720 Frasier Dr	Gautier	MS	39553
19	1	Pavillion (Bob Hayes Park) 1528 Lima Dr	Gautier	MS	39553
20	1	Blanket EDP City Wide	Gautier	MS	39553
21	1	Outside Property - Light Poles (183) Hwy 90 & Dolphin Rd	Gautier	MS	39553
22	1	Office Building (Shepard State Park) 1034 Graveline Rd	Gautier	MS	39553
22	2	Mobile Home at Shepard State Park 1034 Graveline Rd	Gautier	MS	39553
22	3	Log Cabin Welcome Center 1034 Graveline Rd	Gautier	MS	39553
23	1	Inland Marine / Equipment Multiple Locations	Gautier	MS	39553
24	1	Welcome to City of Gautier Signs - City Owned Multiple Locations	Gautier	MS	39553
25	1	Office Building 2715 Hwy 90	Gautier	MS	39533
25	2	Pavilion 2715 Hwy 90	Gautier	MS	39533
25	3	Storage Shed 2715 Hwy 90	Gautier	MS	39533

Property

Client: City of Gautier
 Carrier: Lloyds of London
 A.M. Best Rating: A (Excellent)
 Policy Term: 9/30/2020 to 9/30/2021

The Commercial Property policy covers your buildings, contents or specified other property against perils defined by the form, subject to the terms of the policy. Coverage for off-premises property is limited.

Coverage/Limits

Loc #	Bldg #	Address	Description			
1	1	3330 Highway 90;, Gautier, MS	City Hall			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$1,137,250	Special (Including theft)	\$5,000	90%	Replacement Cost
Business Personal Property		\$106,760	Special (Including theft)	\$5,000	90%	Replacement Cost

Loc #	Bldg #	Address		Description		
1	2	3330 Highway 90;, Gautier, MS		City Maintenance Barn (Blue)		
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$162,960	Special (Including theft)	\$5,000	90%	Replacement Cost
Business Personal Property		\$50,000	Special (Including theft)	\$5,000	90%	Replacement Cost

Loc #	Bldg #	Address		Description		
1	3	3330 Highway 90;, Gautier, MS		City Storage Building (Yellow)		
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$259,654	Special (Including theft)	\$5,000	90%	Replacement Cost
Business Personal Property		\$5,000	Special (Including theft)	\$5,000	90%	Replacement Cost

Loc #	Bldg #	Address		Description		
1	4	3330 Highway 90;, Gautier, MS		Pole Barn		
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$80,000	Special (Including theft)	\$5,000	90%	Replacement Cost
Business Personal Property		\$10,000	Special (Including theft)	\$5,000	90%	Replacement Cost

Loc #	Bldg #	Address	Description			
1	5	3330 Highway 90;, Gautier, MS	Veterans Tribute Tower			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Business Personal Property		\$300,000	Special (Including theft)	\$5,000	90%	Replacement Cost

Loc #	Bldg #	Address	Description			
1	6	3330 Highway 90;, Gautier, MS	Water Treatment Plant Lab Building			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$50,000	Special (Including theft)	\$5,000	90%	Replacement Cost
Business Personal Property		\$10,000	Special (Including theft)	\$5,000	90%	Replacement Cost

Loc #	Bldg #	Address	Description			
1	7	3330 Highway 90,, Gautier, MS	Water Treatment Plant Awning			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$50,000	Special (Including theft)	\$5,000	90%	Replacement Cost

Loc #	Bldg #	Address		Description		
2	1	Dolphin Rd. Traffic Circle, Gautier, MS		Nature's Playground Sculpture		
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Fine Arts			Special (Including theft)	\$5,000	90%	

Loc #	Bldg #	Address	Description			
3	1	3329 Hwy 90, Gautier, MS	Police Department			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$1,350,000	Special (Including theft)	\$5,000	90%	Replacement Cost
Business Personal Property		\$75,000	Special (Including theft)	\$5,000	90%	Replacement Cost

Loc #	Bldg #	Address	Description			
4	1	3305 Gautier Vancleave Rd, Gautier, MS	Public Works Building			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$302,000	Special (Including theft)	\$5,000	90%	Replacement Cost
Business Personal Property		\$20,000	Special (Including theft)	\$5,000	90%	Replacement Cost

Loc #	Bldg #	Address	Description			
4	2	3305 Gautier Vancleave Rd, Gautier, MS	Public Works Warehouse			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$548,000	Special (Including theft)	\$5,000	90%	Replacement Cost
Business Personal Property		\$100,000	Special (Including theft)	\$5,000	90%	Replacement Cost

Loc #	Bldg #	Address	Description			
5	1	2502 College Circle, Gautier, MS	Central Fire Station			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$299,150	Special (Including theft)	\$5,000	90%	Replacement Cost
Business Personal Property		\$30,000	Special (Including theft)	\$5,000	90%	Replacement Cost

Loc #	Bldg #	Address	Description			
6	1	7510 Martin Bluff Rd, Gautier, MS	North Fire Station			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$307,314	Special (Including theft)	\$5,000	90%	Replacement Cost
Business Personal Property		\$30,000	Special (Including theft)	\$5,000	90%	Replacement Cost

Loc #	Bldg #	Address	Description			
7	1	1905 Ladnier Rd, Gautier, MS	South Fire Station			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$281,252	Special (Including theft)	\$5,000	90%	Replacement Cost
Business Personal Property		\$30,000	Special (Including theft)	\$5,000	90%	Replacement Cost

Loc #	Bldg #	Address	Description			
8	1	6200 Brown Rd, Gautier, MS	West Fire Station			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$669,000	Special (Including theft)	\$5,000	90%	Replacement Cost
Business Personal Property		\$35,000	Special (Including theft)	\$5,000	90%	Replacement Cost

Loc #	Bldg #	Address	Description			
9	1	914 De La Pointe Dr, Gautier, MS	Senior Citizens Building			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$406,224	Special (Including theft)	\$5,000	90%	Replacement Cost
Business Personal Property		\$10,000	Special (Including theft)	\$5,000	90%	Replacement Cost
Outdoor Property		\$50,000	Special (Including theft)	\$5,000	90%	Replacement Cost

Loc #	Bldg #	Address		Description		
9	2	914 De La Pointe Dr, Gautier, MS		City Park Pier/Boat Ramp		
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$79,841	Special (Including theft)	\$5,000	90%	Replacement Cost

Loc #	Bldg #	Address	Description			
10	1	914 1/2 De La Pointe Dr, Gautier, MS	City Park Storage Building			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$54,980	Special (Including theft)	\$5,000	90%	Replacement Cost
Outdoor Property		\$50,000	Special (Including theft)	\$5,000	90%	Replacement Cost

Loc #	Bldg #	Address	Description			
11	1	914 1/3 De La Pointe Dr, Gautier, MS	City Park Restrooms			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$43,521	Special (Including theft)	\$5,000	90%	Replacement Cost

Loc #	Bldg #	Address		Description		
12	1	914 1/4 De La Pointe Dr, Gautier, MS		City Park Pavillion D		
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$53,474	Special (Including theft)	\$5,000	90%	Replacement Cost

Loc #	Bldg #	Address	Description			
13	1	914 1/5 De La Pointe Dr, Gautier, MS	City Park Pavillion E			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$44,138	Special (Including theft)	\$5,000	90%	Replacement Cost

Loc #	Bldg #	Address		Description		
14	1	902 De La Pointe Dr, Gautier, MS		Old School House		
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$98,641	Special (Including theft)	\$5,000	90%	Replacement Cost

Loc #	Bldg #	Address		Description		
14	2	902 De La Pointe Dr, Gautier, MS		Old School House Storage		
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$4,532	Special (Including theft)	\$5,000	90%	Replacement Cost

Loc #	Bldg #	Address	Description			
15	1	2300 Ladnier Rd, Gautier, MS	Police Substation			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$224,205	Special (Including theft)	\$5,000	90%	Replacement Cost
Business Personal Property		\$5,000	Special (Including theft)	\$5,000	90%	Replacement Cost

Loc #	Bldg #	Address	Description			
15	2	2300 Ladnier Rd, Gautier, MS	Storage Building (Bacot Park)			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$21,990	Special (Including theft)	\$5,000	90%	Replacement Cost
Business Personal Property		\$25,000	Special (Including theft)	\$5,000	90%	Replacement Cost

Loc #	Bldg #	Address	Description			
15	3	2300 Ladnier Rd, Gautier, MS	Batting Cage/Storage (Bacot Park)			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$8,463	Special (Including theft)	\$5,000	90%	Replacement Cost

Loc #	Bldg #	Address	Description			
15	4	2300 Ladnier Rd, Gautier, MS	Restrooms (Bacot Park)			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$53,886	Special (Including theft)	\$5,000	90%	Replacement Cost

Loc #	Bldg #	Address	Description			
15	5	2300 Ladnier Rd, Gautier, MS	Concession Stand/Baseball (Bacot Park)			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$70,830	Special (Including theft)	\$5,000	90%	Replacement Cost

Loc #	Bldg #	Address	Description			
15	6	2300 Ladnier Rd, Gautier, MS	Concession Stand/Football (Bacot Park)			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$57,796	Special (Including theft)	\$5,000	90%	Replacement Cost

Loc #	Bldg #	Address	Description			
15	7	2300 Ladnier Rd, Gautier, MS	Press Box/Baseball (Bacot Park)			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$19,839	Special (Including theft)	\$5,000	90%	Replacement Cost

Loc #	Bldg #	Address	Description			
15	8	2300 Ladnier Rd, Gautier, MS	Press Box/Football (Bacot Park)			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$38,840	Special (Including theft)	\$5,000	90%	Replacement Cost
Business Personal Property		\$10,000	Special (Including theft)	\$5,000	90%	Replacement Cost

Loc #	Bldg #	Address	Description			
15	9	2300 Ladnier Rd, Gautier, MS	Aluminum Bleachers (Bacot Park)			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$11,507	Special (Including theft)	\$5,000	90%	Replacement Cost

Loc #	Bldg #	Address		Description		
16	1	Hwy 90, Gautier, MS		Bus Stop Shelter West		
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$50,000	Special (Including theft)	\$5,000	90%	Replacement Cost

Loc #	Bldg #	Address		Description		
16	2	Hwy 90, Gautier, MS		Bust Stop Shelter Central		
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$50,000	Special (Including theft)	\$5,000	90%	Replacement Cost

Loc #	Bldg #	Address		Description		
16	3	Hwy 90, Gautier, MS		Bust Stop Shelter East		
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$50,000	Special (Including theft)	\$5,000	90%	Replacement Cost

Loc #	Bldg #	Address	Description			
17	1	Hwy 90/Gautier Town Center, Gautier, MS	Digital Sign (Mall)			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$50,000	Special (Including theft)	\$5,000	90%	Replacement Cost

Loc #	Bldg #	Address	Description			
18	1	720 Frasier Dr, Gautier, MS	Pavillion (Frasier Park)			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$34,452	Special (Including theft)	\$5,000	90%	Replacement Cost

Loc #	Bldg #	Address		Description		
18	2	720 Frasier Dr, Gautier, MS		Restroom Frasier Park		
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$50,000	Special (Including theft)	\$5,000	90%	Replacement Cost

Loc #	Bldg #	Address	Description			
19	1	1528 Lima Dr, Gautier, MS	Pavillion (Bob Hayes Park)			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$43,065	Special (Including theft)	\$5,000	90%	Replacement Cost

Loc #	Bldg #	Address		Description		
20	1	City Wide, Gautier, MS		Blanket EDP		
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
EDP - Media/Data (Software)		\$175,000	Special (Including theft)	\$5,000	90%	

Loc #	Bldg #	Address	Description			
21	1	Hwy 90 & Dolphin Rd, Gautier, MS	Outside Property - Light Poles (183)			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Business Personal Property		\$380,000	Special (Including theft)	\$5,000	90%	Replacement Cost

Loc #	Bldg #	Address	Description			
22	1	1034 Graveline Rd, Gautier, MS	Office Building (Shepard State Park)			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$85,000	Special (Including theft)	\$5,000	90%	Replacement Cost
Business Personal Property		\$10,000	Special (Including theft)	\$5,000	90%	Replacement Cost

Loc #	Bldg #	Address		Description		
22	2	1034 Graveline Rd, Gautier, MS		Mobile Home at Shepard State Park		
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$50,000	Special (Including theft)	\$5,000	90%	Replacement Cost

Loc #	Bldg #	Address	Description			
22	3	1034 Graveline Rd, Gautier, MS	Log Cabin Welcome Center			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$400,000	Special (Including theft)	\$5,000	90%	Replacement Cost

Loc #	Bldg #	Address	Description			
23	1	Multiple Locations, Gautier, MS	Inland Marine / Equipment			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Equipment		\$1,037,924	Special (Including theft)	\$5,000	90%	Replacement Cost

Loc #	Bldg #	Address	Description			
24	1	Multiple Locations, Gautier, MS	Welcome to City of Gautier Signs - City Owned			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Sign		\$30,000	Special (Including theft)	\$1,000		Replacement Cost

Loc #	Bldg #	Address	Description			
25	1	2715 Hwy 90, Gautier, MS	Office Building			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$55,000	Special (Including theft)	\$5,000	90%	Replacement Cost
Business Personal Property		\$25,000	Special (Including theft)	\$5,000	90%	Replacement Cost

Loc #	Bldg #	Address	Description			
25	2	2715 Hwy 90, Gautier, MS	Pavilion			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$260,000	Special (Including theft)	\$5,000	90%	Replacement Cost
Business Personal Property		\$25,000	Special (Including theft)	\$5,000	90%	Replacement Cost

Loc #	Bldg #	Address	Description			
25	3	2715 Hwy 90, Gautier, MS	Storage Shed			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$120,000	Special (Including theft)	\$5,000	90%	Replacement Cost
Business Personal Property		\$25,000	Special (Including theft)	\$5,000	90%	Replacement Cost

City of Gautier		Updated: 8/31/2020			
Inland Marine Equipment					
Deductible \$1,000 per occurrence					
Year	Make	Model	Vin Number	Misc. Notes	Value
2010	New Holland	B95B Backhoe	N8C511443	Backhoe/Yellow	50,000
2010	Polaris	Ranger	4XARH45A0AD100917	400cc/Cultural Sycs.	5,000
2010	Polaris	Ranger	4XARH45A4AD100919	400cc/Cultural Sycs.	5,000
2010	Polaris	Ranger	4XARH45A0AD101694	400cc/Police	5,000
2010	Polaris	Ranger	4XARH45A4AD100855	400cc/Police	5,000
	John Deere	3320 Tractor	W0300CX019812	Loader/Rec. Dept.	10,000
	Vermeer	BC600XL	1VR2091H551002750	Wood Chipper	5,000
	Mad Vac	Vacuum	11267	Industrial Vacuum	5,000
	Smith	Field Pro	02707-2722	Super Rake/Rec. Dept	8,000
	American Signal Co.	Message Board	1A9BS3332B2B2228426	On Trailer	15,000
	Ingersol Rand	Generator	351544UL0869		35,000
2009	Taylor TM100	Generator	IM100-22183		35,000
2009	Taylor TM140	Generator	IM140-22184		50,000
2009	Taylor TM140	Generator	IM140-22185		50,000
2009	Taylor TM200	Generator	IM200-22186		65,000
	Detroit	Generator	KW160-0065-9600		5,000
	Onan	Generator	J090048492		10,000
	Ingersol	Light Plant	4FVLSBDA9AU415076	Portable	5,000
	Ingersol	Light Plant	4FVLSBDA1AU415086	Portable	5,000
	Ingersol	Light Plant	4FVLSBDAXAU415085	Portable	5,000
	Ingersol	Light Plant	4FVLSBDA2AU415078	Portable	5,000
2015	Kubota	ZD326-RP60	12667	26HP Zero Turn Mower	13,000
2016	ExMark	E Series	Serial # 316645581	Zero Turn	8,469
			VIN#LZE8016KA60RAI		
Unk	John Deere	2155	CD3179D845966	Tractor	\$5,000
2001	New Holland		570111	Front End Loader	\$15,000
2019	American Signal Co.	T465	1A9AS4654K2228054	Portable Variable Message Sign	\$ 18,136
2019	John Deere	Gator XUV825E	1M0825EACKM020468	Utility Vehicle/ATV	\$ 11,459
2005	Honda	Recon250cc	1HFTE2104503075	ATV	\$ 2,000
2009	Kubota	Hydraulic Excavator	33304		\$ 15,000
2010	Kubota	Excavator	40768		\$ 18,000
2003	John Deere	Front Bucket Tractor	W00460X026252		\$ 7,000
	Mobile Equipment			\$500 Deductible	
19	Portable Radios	Motorola	Fire Department	3,700 each	70,300
57	Portable Radios	Motorola	Police Department	3,700 each	210,900
10	Turn Out Gear		Fire Department	3,000 per set	30,000
70	Fire Hose		Fire Department	\$550 per section	38,500
1	Cubic Defense Systems	EST2000 Simulator	Police Department		25,000
	APX 4000 7/800 MHZ Model 2 Portable Radios	Motorola	Police Department	\$2,709.40 Each - 30 Units	81,282
	APX 4500 Dash Mount Mobile Radios No OTAP	Motorola	Police Department	\$2,862.60 Each - 30 Units	85,878
				EQUIPMENT TOTAL	1,037,924

Additional Coverages

Description	Limit	Deductible
Accounts Receivable	\$1,000,000	
Debris Removal – lesser of 25% or ---	\$5,000,000	
Electronic Data and Media	\$100,000	
Errors or Omissions	\$25,000	
Transit	\$25,000	
Underground pipes, flues & drains	\$25,000	
Valuable Papers and Records	\$1,000,000	
Any one plant lawn, tree or shrub	\$1,000	
Professional Fees	\$10,000	
Reclaiming, restoring or repairing land improvements	\$10,000	
Reward Reimbursement	\$10,000	
Service Interruption	\$50,000	
Spoilage	\$10,000	
Limited Pollution Coverage	\$25,000	
Lock Replacement	\$25,000	
Miscellaneous Unnamed Locations	\$25,000	
Newly Acquired Property - 60 Days max or ---	\$1,000,000	
Ordinance or Law: Coverage B: 10% per building, Max per occurrence --	\$1,000,000	
Plants, lawns, trees or shrubs	\$10,000	
Extra Expense/Expediting Expense	\$25,000	
Fine Arts	\$50,000	
Fire Brigade Charges	\$25,000	
Fungus, Molds, Mildew, Spores, Yeast	\$15,000	
Contractor's Equipment: Unscheduled: Owned, leased, rented, borrowed	\$50,000	
Contractor's Equipment: Unscheduled: Owned, leased, rented, borrowed – any one item	\$10,000	
Leasehold Interest	\$25,000	
Course of Construction: New Buildings or Structures excl. Soft Costs	\$100,000	
Course of Construction Soft Costs	\$10,000	
Pilings, piers, docks & wharves	\$10,000	
Windstorm or Hail: Per Occurrence		\$25,000
Hurricane - 3% (subject to max of \$321,739) or minimum of ---		\$25,000
Equipment Breakdown		\$5,000

Additional Interests

Name	Loc	Interest	Comments
Hancock Whitney Bank	1		Loss Payee
Motorola Solutions, Inc, and or its assignee	23	See equipment schedule	Loss Payee and Additional Insured

Property Coverage Definitions

BLANKET INSURANCE

This coverage allows for a single limit of insurance to apply to two or more property items at one location, or to two or more kinds of property at several locations, instead of a specific amount applying to a specific subject of insurance. It allows you to shift property values with no impairment of recovery, as long as the total amount of insurance carried complies with the coinsurance requirement stated in the policy.

BUILDINGS

This coverage provides protection for permanent structures listed on the policy. Completed additions, permanently-installed fixtures, machinery and equipment, outdoor fixtures, owned personal property used to service, repair or maintain the building and additions under construction or repair are all included in this definition. Various additional endorsements and extensions can also be added to ensure that adequate protection is being provided for your particular situation.

PERSONAL PROPERTY

This coverage protects personal property owned by your firm and used in your operations. Furniture and fixtures, equipment and machinery, raw stock, and finished goods all fall within this category. Various additional endorsements and extensions can also be added to ensure that adequate protection is being provided for your particular situation.

BUSINESS INCOME AND EXTRA EXPENSE

When selected, this coverage insures you against loss of business income (including any continuing normal operating expenses) that you experience because of a suspension of your business when insured property has been damaged by a covered peril. It also covers those necessary extra expenses you incur to operate your business during that period of time your damaged property is being repair or replaced.

COINSURANCE

A policy may contain a coinsurance provision requiring that the limits of insurance be a minimum percentage (usually 80%) of the insurable value of your property. If the limits of your policy are less than what is required by this provision, then any claim payment made to you may be reduced by the same percentage as the deficiency. For example, covered property worth \$100,000 may require a minimum of 80%, or \$80,000, of coverage for compliance with the policy's coinsurance requirement. If only \$60,000 of coverage is carried (25% less than the required \$80,000), then any loss payment would be reduced by 25%.

DEDUCTIBLE

The deductible provision specifies the amount that will be deducted from any payment made to you because of a covered loss.

VALUATION

- **ACTUAL CASH VALUE VALUATION** – This valuation method pays for the cost to repair or replace damaged property with like kind and quality, less reasonable deductions for wear and tear, deterioration, and economic obsolescence.
- **AGREED VALUE VALUATION** – This coverage is used to remove the coinsurance requirement from your property policy. With it your company agrees that the limits of insurance purchased by you are adequate, and any coinsurance requirements will be waived in the event of a covered loss.
- **REPLACEMENT COST VALUATION** – This loss valuation method pays for the cost to repair or replace damaged items with like kind and quality without deduction for depreciation. This is important since you could face a substantial loss if you must replace property at today's prices but receive only the depreciated value of the property that was destroyed.

CAUSES OF LOSS – SPECIAL FORM

This coverage will protect covered property against direct physical loss arising from any cause not specifically excluded. The advantage of this form is that the insurance company must prove that a loss is specifically excluded in order to deny coverage under the policy. ***Some examples of exclusions include:***

- Backup of sewers and drains
- Mysterious disappearance of property
- Wear and tear, latent defect inherent vice, insects and vermin
- Dampness or dryness of the atmosphere and changes in the temperature
- Artificially generated electrical currents
- Explosion of steam boilers
- Flood
- Earthquake
- Mold
- Terrorism

Optional: Wind Deductible Buyback

Client: City of Gautier
 Carrier: Underwriters at Lloyd's of London
 A.M. Best Rating: A (Excellent)
 Policy Term: 9/30/2020 to 9/30/2021

The Commercial Property policy covers your buildings, contents or specified other property against perils defined by the form, subject to the terms of the policy. Coverage for off-premises property is limited.

Coverage/Limits

Loc #	Bldg #	Address	Description			
1	1	3330 Highway 90,, Gautier, MS	City Hall			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$1,137,250	Windstorm	2%		Replacement Cost
Business Personal Property		\$106,760	Windstorm	2%		Replacement Cost

Loc #	Bldg #	Address		Description		
1	2	3330 Highway 90,, Gautier, MS		City Maintenance Barn (Blue)		
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$162,960	Windstorm	2%		Replacement Cost
Business Personal Property		\$50,000	Windstorm	2%		Replacement Cost

Loc #	Bldg #	Address		Description		
1	3	3330 Highway 90,, Gautier, MS		City Storage Building (Yellow)		
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$259,654	Windstorm	2%		Replacement Cost
Business Personal Property		\$5,000	Windstorm	2%		Replacement Cost

Loc #	Bldg #	Address		Description		
1	4	3330 Highway 90,, Gautier, MS		Pole Barn		
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$80,000	Windstorm	2%		Replacement Cost
Business Personal Property		\$10,000	Windstorm	2%		Replacement Cost

Loc #	Bldg #	Address		Description		
1	5	3330 Highway 90,, Gautier, MS		Veterans Tribute Tower		
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Business Personal Property		\$300,000	Windstorm	2%		Replacement Cost

Loc #	Bldg #	Address	Description			
1	6	3330 Highway 90;, Gautier, MS	Water Treatment Plant Lab Building			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$50,000	Windstorm	2%		Replacement Cost
Business Personal Property		\$10,000	Windstorm	2%		Replacement Cost

Loc #	Bldg #	Address		Description		
1	7	3330 Highway 90,, Gautier, MS		Water Treatment Plant Awning		
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$50,000	Windstorm	2%		Replacement Cost

Loc #	Bldg #	Address	Description			
3	1	3329 Hwy 90, Gautier, MS	Police Department			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$1,350,000	Windstorm	2%		Replacement Cost
Business Personal Property		\$75,000	Windstorm	2%		Replacement Cost

Loc #	Bldg #	Address	Description			
4	1	3305 Gautier Vancleave Rd, Gautier, MS	Public Works Building			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$302,000	Windstorm	2%		Replacement Cost
Business Personal Property		\$20,000	Windstorm	2%		Replacement Cost

Loc #	Bldg #	Address	Description			
4	2	3305 Gautier Vancleave Rd, Gautier, MS	Public Works Warehouse			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$548,000	Windstorm	2%		Replacement Cost
Business Personal Property		\$100,000	Windstorm	2%		Replacement Cost

Loc #	Bldg #	Address	Description			
5	1	2502 College Circle, Gautier, MS	Central Fire Station			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$299,150	Windstorm	2%		Replacement Cost
Business Personal Property		\$30,000	Windstorm	2%		Replacement Cost

Loc #	Bldg #	Address		Description		
6	1	7510 Martin Bluff Rd, Gautier, MS		North Fire Station		
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$307,314	Windstorm	2%		Replacement Cost
Business Personal Property		\$30,000	Windstorm	2%		Replacement Cost

Loc #	Bldg #	Address	Description			
7	1	1905 Ladnier Rd, Gautier, MS	South Fire Station			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$281,252	Windstorm	2%		Replacement Cost
Business Personal Property		\$30,000	Windstorm	2%		Replacement Cost

Loc #	Bldg #	Address	Description			
8	1	6200 Brown Rd, Gautier, MS	West Fire Station			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$669,000	Windstorm	2%		Replacement Cost
Business Personal Property		\$35,000	Windstorm	2%		Replacement Cost

Loc #	Bldg #	Address	Description			
9	1	914 De La Pointe Dr, Gautier, MS	Senior Citizens Building			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$406,224	Windstorm	2%		Replacement Cost
Business Personal Property		\$10,000	Windstorm	2%		Replacement Cost
Outdoor Property		\$50,000	Windstorm	2%		Replacement Cost

Loc #	Bldg #	Address	Description			
9	2	914 De La Pointe Dr, Gautier, MS	City Park Pier/Boat Ramp			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$79,841	Windstorm	2%		Replacement Cost

Loc #	Bldg #	Address	Description			
10	1	914 1/2 De La Pointe Dr, Gautier, MS	City Park Storage Building			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$54,980	Windstorm	2%		Replacement Cost
Outdoor Property		\$50,000	Windstorm	2%		Replacement Cost

Loc #	Bldg #	Address		Description		
11	1	914 1/3 De La Pointe Dr, Gautier, MS		City Park Restrooms		
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$43,521	Windstorm	2%		Replacement Cost

Loc #	Bldg #	Address		Description		
12	1	914 1/4 De La Pointe Dr, Gautier, MS		City Park Pavillion D		
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$53,474	Windstorm	2%		Replacement Cost

Loc #	Bldg #	Address		Description		
13	1	914 1/5 De La Pointe Dr, Gautier, MS		City Park Pavillion E		
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$44,138	Windstorm	2%		Replacement Cost

Loc #	Bldg #	Address	Description			
14	1	902 De La Pointe Dr, Gautier, MS	Old School House			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$98,641	Windstorm	2%		Replacement Cost

Loc #	Bldg #	Address	Description			
14	2	902 De La Pointe Dr, Gautier, MS	Old School House Storage			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$4,532	Windstorm	2%		Replacement Cost

Loc #	Bldg #	Address	Description			
15	1	2300 Ladnier Rd, Gautier, MS	Police Substation			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$224,205	Windstorm	2%		Replacement Cost
Business Personal Property		\$5,000	Windstorm	2%		Replacement Cost

Loc #	Bldg #	Address		Description		
15	2	2300 Ladnier Rd, Gautier, MS		Storage Building (Bacot Park)		
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$21,990	Windstorm	2%		Replacement Cost
Business Personal Property		\$25,000	Windstorm	2%		Replacement Cost

Loc #	Bldg #	Address	Description			
15	3	2300 Ladnier Rd, Gautier, MS	Batting Cage/Storage (Bacot Park)			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$8,463	Windstorm	2%		Replacement Cost

Loc #	Bldg #	Address		Description		
15	4	2300 Ladnier Rd, Gautier, MS		Restrooms (Bacot Park)		
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$53,886	Windstorm	2%		Replacement Cost

Loc #	Bldg #	Address	Description			
15	5	2300 Ladnier Rd, Gautier, MS	Concession Stand/Baseball (Bacot Park)			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Business Personal Property		\$70,830	Windstorm	2%		Replacement Cost

Loc #	Bldg #	Address	Description			
15	6	2300 Ladnier Rd, Gautier, MS	Concession Stand/Football (Bacot Park)			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$57,796	Windstorm	2%		Replacement Cost

Loc #	Bldg #	Address	Description			
15	7	2300 Ladnier Rd, Gautier, MS	Press Box/Baseball (Bacot Park)			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$19,839	Windstorm	2%		Replacement Cost

Loc #	Bldg #	Address	Description			
15	8	2300 Ladnier Rd, Gautier, MS	Press Box/Football (Bacot Park)			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$38,840	Windstorm	2%		Replacement Cost
Business Personal Property		\$10,000	Windstorm	2%		Replacement Cost

Loc #	Bldg #	Address	Description			
15	9	2300 Ladnier Rd, Gautier, MS	Aluminum Bleachers (Bacot Park)			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$11,507	Windstorm	2%		Replacement Cost

Loc #	Bldg #	Address		Description		
16	1	Hwy 90, Gautier, MS		Bus Stop Shelter West		
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$50,000	Windstorm	2%		Replacement Cost

Loc #	Bldg #	Address	Description			
16	2	Hwy 90, Gautier, MS	Bust Stop Shelter Central			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$50,000	Windstorm	2%		Replacement Cost

Loc #	Bldg #	Address	Description			
16	3	Hwy 90, Gautier, MS	Bust Stop Shelter East			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$50,000	Windstorm	2%		Replacement Cost

Loc #	Bldg #	Address	Description			
17	1	Hwy 90/Gautier Town Center, Gautier, MS	Digital Sign (Mall)			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$50,000	Windstorm	2%		Replacement Cost

Loc #	Bldg #	Address		Description		
18	1	720 Frasier Dr, Gautier, MS		Pavillion (Frasier Park)		
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$34,452	Windstorm	2%		Replacement Cost

Loc #	Bldg #	Address	Description			
18	2	720 Frasier Dr, Gautier, MS	Restroom Frasier Park			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$50,000	Windstorm	2%		Replacement Cost

Loc #	Bldg #	Address	Description			
19	1	1528 Lima Dr, Gautier, MS	Pavillion (Bob Hayes Park)			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$43,065	Windstorm	2%		Replacement Cost

Loc #	Bldg #	Address		Description		
20	1	City Wide, Gautier, MS		Blanket EDP		
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
EDP - Media/Data (Software)		\$175,000	Windstorm	2%		

Loc #	Bldg #	Address		Description		
21	1	Hwy 90 & Dolphin Rd, Gautier, MS		Outside Property - Light Poles (183)		
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Business Personal Property		\$380,000	Windstorm	2%		Replacement Cost

Loc #	Bldg #	Address		Description		
22	1	1034 Graveline Rd, Gautier, MS		Office Building (Shepard State Park)		
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$85,000	Windstorm	2%		Replacement Cost
Business Personal Property		\$10,000	Windstorm	2%		Replacement Cost

Loc #	Bldg #	Address	Description			
22	2	1034 Graveline Rd, Gautier, MS	Mobile Home at Shepard State Park			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$50,000	Windstorm	2%		Replacement Cost

Loc #	Bldg #	Address	Description			
22	3	1034 Graveline Rd, Gautier, MS	Log Cabin Welcome Center			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$400,000	Windstorm	2%		Replacement Cost

Loc #	Bldg #	Address	Description			
23	1	Multiple Locations, Gautier, MS	Inland Marine / Equipment			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Equipment		\$1,056,060	Windstorm	2%		Replacement Cost

Loc #	Bldg #	Address	Description			
24	1	Multiple Locations, Gautier, MS	Welcome to City of Gautier Signs - City Owned			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Sign		\$30,000	Windstorm	2%		Replacement Cost

Loc #	Bldg #	Address	Description			
25	1	2715 Hwy 90, Gautier, MS	Office Building			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$55,000	Windstorm	2%		Replacement Cost
Business Personal Property		\$25,000	Windstorm	2%		Replacement Cost

Loc #	Bldg #	Address		Description		
25	2	2715 Hwy 90, Gautier, MS		Pavilion		
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$260,000	Windstorm	2%		Replacement Cost
Business Personal Property		\$25,000	Windstorm	2%		Replacement Cost

Loc #	Bldg #	Address		Description		
25	3	2715 Hwy 90, Gautier, MS		Storage Shed		
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Building		\$120,000	Windstorm	2%		Replacement Cost
Business Personal Property		\$25,000	Windstorm	2%		Replacement Cost

Additional Coverages

Loc.	Bldg.	Description	Limit	Deductible
		Policy Limit - Per Occurrence	\$107,646	
		Named Storm - 2% subject to a minimum of --		\$10,000

General Liability

Client: City of Gautier
Carrier: Argonaut Insurance Company
A.M. Best Rating: A- (Excellent)
Policy Term: 9/30/2020 to 9/30/2021

This type of policy protects your business from claims arising from your legal liability for injury or damages to other people or their property. Coverage payments can include judgments, attorney fees, court costs, or other related expenses as defined in the form.

General Coverage Information

Coverage Description	Limits
General Aggregate	\$1,000,000
Aggregate Applies to	Policy
Products and Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Damage to Premises Rented to You (any one premises)	\$100,000

Terms and Conditions

Coverage Description
Policy Type Occurrence

Commercial General Liability Schedule of Hazards

Loc #	Classification	Class Code
1	Governmental Subdivision - Population 10,001 - 25,000 - Counties/parishes	44109

(S) Gross Sales – Per \$1,000/Sales
(M) Admissions – Per 1,000/Admissions
(C) Total Cost – Per 1,000 Cost
(T) Other
(A) Area – Per 1,000/Square Feet
(P) Payroll – Per \$1,000/Payroll
(U) Unit – Per Unit

Note: This portion of the policy may be subject to audit at expiration of the policy term. It is important to obtain certificates of insurance for General Liability for all subcontractors. Please be reminded, you could be responsible for the premium on any uninsured subcontractors.

Additional Coverages

Description	Limit	Deductible
Data Compromise Coverage - Response Expenses Limit - Annual Agg	\$100,000	\$1,000
Data Compromise Coverage - 1st Party Named Malware	\$50,000	
Data Compromise Coverage - Forensic IT Review	\$50,000	
Data Compromise Coverage - Legal Review	\$50,000	
Data Compromise Coverage - Public Relations Services	\$5,000	
Data Compromise Coverage - 3rd Party Named Malware	\$50,000	\$1,000
Data Compromise Coverage - Regulatory Fines/Penalties	\$50,000	
Data Compromise Coverage - PCI Fines and Penalties	\$50,000	
Data Compromise Liability Annual Aggregate	\$100,000	
Data Compromise - Each Liability Occurrence Deductible		\$1,000
Unmanned Aircraft Under 25 Pounds	\$25,000	
Employee Benefits - Each Occurrence	\$1,000,000	\$1,000
Firefighters Elective Surgery Coverage Amendment	\$25,000/\$50,000	0

Automobile Policy

Client: City of Gautier
Carrier: Argonaut Insurance Company
A.M. Best Rating: A- (Excellent)
Policy Term: 9/30/2020 to 9/30/2021

This policy can provide a combination of Liability and Physical Damage protection for vehicles owned, maintained, or used by you. Additional coverage, such as medical payments and uninsured motorist protection, can be purchased to customize the policy to fit your particular needs.

Coverage/Limits

Coverage	Symbols	Limit
Limit of Liability	1	\$500,000
Uninsured Motorist	2	\$75,000
Underinsured Motorist	2	\$75,000
Comprehensive	7	\$1,000
Collision	7	\$1,000

Hired and Non Owned Auto Coverage

Coverage	Included	States	Days / Veh
Hired / Borrowed Auto Liability	Y	MS	
Non-Owned Auto Liability	Y	MS	
Hired Physical Damage		MS	

Liability Coverage Auto Symbols

1. ANY "AUTO"

This is the broadest symbol designation and covers any "auto."

2. OWNED "AUTOS" ONLY

This symbol covers any "auto" owned by an insured, including any "auto" that is acquired after the policy begins. The symbol also applies to any "trailer" while it is towed by an owned vehicle.

3. OWNED PRIVATE PASSENGER "AUTOS" ONLY

This symbol covers only private passenger type "autos" owned by the insured, including any private passenger type that may be acquired after the policy begins.

4. OWNED "AUTOS" OTHER THAN PRIVATE PASSENGER "AUTOS" ONLY

This symbol covers all "autos" other than private passenger type "autos" (vans, trucks, motorized equipment) owned by an insured, including such vehicles that may be acquired after the policy begins. The symbol also applies to any "trailer" while it is towed by an owned vehicle.

5. OWNED "AUTOS" SUBJECT TO NO-FAULT

Any "auto" owned by an insured that is garaged or licensed in a state where no-fault benefit laws exists. This symbol also applies to any "auto" acquired after the policy begins.

6. OWNED "AUTOS" SUBJECT TO A COMPULSORY UNINSURED MOTORIST LAW

Any "auto" owned by an insured that is garaged or licensed in a state where drivers are required to carry uninsured motorist coverage. This symbol also applies to any "auto" acquired after the policy begins.

7. SPECIFICALLY DESCRIBED "AUTOS"

Only those "autos" that are specifically listed on the policy are covered. The symbol also applies to any "trailer" while it is towed by a listed vehicle.

8. HIRED "AUTOS" ONLY

This symbol covers only those "autos" that an insured leases, hires, rents, or borrows. HOWEVER, it does NOT include "autos" leased, hired, rented, or borrowed from an employee, partner, or member of an insured's household.

9. NON-OWNED "AUTOS" ONLY

This symbol covers only those "autos" an insured does not own, lease, hire, rent, or borrow that are used in the insured's business, including "autos" owned by employees, partners, or members of an insured's household, but only while those non-owned "autos" are used either in the insured's business or personal affairs.



Vehicle Schedule

SEE SCHEDULE ATTACHED

Vehicle Ownership

Coverage only applies to vehicles that are owned/titled or leased in the corporate name, or business name in case of a partnership, that is specifically listed. If a business owned vehicle is furnished for personal use, an extension of coverage form may be required for proper protection.

Autos Furnished to Individuals

If you furnish an auto to an individual that does not have a Personal Auto Policy or a Non-owned Auto Policy, please advise us so that we can recommend policy extensions or an additional policy to properly cover these individuals

2020-2021 Vehicles

Veh #	ID	Year	Make	Model	Body type	VIN	Cost new	Comprehensive	Collision
1	GPD	2007	Ford	Crown Victoria	LEAP	2FAFP71W77X112796	20272		
2	GPD	2007	Ford	Crown Victoria	LEAP	2FAFP71W97X112797	20272		
3	GPD	2007	Ford	Crown Victoria	LEAP	2FAFP71W07X112798	20272		
4	GPD	2007	Ford	Crown Victoria	LEAP	2FAFP71W27X112799	20272		
5	REC	2005	Ford	Windstar SEL	PP	2FMZA52215BA26009	20272		
6	GPD	2007	Ford	Crown Victoria	LEAP	2FAFP71W77X112801	20272		
7	GPD	2007	Ford	Crown Victoria	LEAP	2FAFP71W47X115803	20272		
8	GPD	2007	Ford	Crown Victoria	LEAP	2FAFP71W67X115804	20272		
9	GPD	2007	Ford	Crown Victoria	LEAP	2FAFP71W87X115805	20272		
10	GPD	2007	Ford	Crown Victoria	LEAP	2FAFP71WX7X115806	20272		
11	GPD	2007	Ford	Crown Victoria	LEAP	2FAFP71W37X115808	20272		
12	GPD	2007	Ford	Crown Victoria	LEAP	2FAFP71W57X115809	20272		
13	GPD	2007	Ford	Crown Victoria	LEAP	2FAFP71W17X115810	20272		
14	GPD	2007	Dodge	Charger	LEAP	2B3KA53H77H740687	23692		
15	ADM	2005	Ford	Windstar	PP	2FMZA57655BA66637			
16	GPD	2014	Dodge	Charger	LEAP	2C3CDXAT9EH172411	27177	1,000	1,000
17	PLAN	2007	Ford	F150	PU	1FTPX12V97FA91642	19210		
18	FIRE	2012	Ford	F150	PU	1FTEX1CMXCFA89440	17988	1,000	1,000
19	ADM	2007	Ford	Ranger	PU	1FTYR10DX7PA93645	12000		
20	ADM	2010	Port City	Trailer	T	5YCBE162XAH002412	4000		
21	FIRE	2005	Pierce	Eng Pumper	FDP	4P1CC01A15A005504	289868	1,000	1,000
22	PLAN	2007	Ford	Ranger	PU	1FTYR10D97PA49362	12000		
23	REC	2004	GMC	Sierra	PU	1GTEC14V34Z350409			
24	GRANT	2005	Ford	Escape	PP	1FMYU03115KB93195			
25	REC	2006	Dodge	Ram 1500	PU	1D7HU18N66J112744			
26	FIRE	2008	Pierce	Contender	FDNP	4P1CC01M08A008330	330000	1,000	1,000
27	GPD	2014	Dodge	Charger	LEAP	2C3CDXAT5EH191277	27177	1,000	1,000
28	ADM	2008	Ford	F250	TK	1FTSW20R78EE17633	25261		
29	GPD	2008	Ford	Crown Victoria	LEAP	2FAFP71V18X179614	20995		
30	GPD	2008	Ford	Crown Victoria	LEAP	2FAFP71V58X179616	20995		
31	FIRE	2010	Ford	F350	TK	1FTWW3AY5AEA18237	22869	1,000	1,000
32	ADM	2010	Ford	Crown Victoria	PP	2FABP7BV0AX102302	21710	1,000	1,000
33	GPD	2010	Ford	Crown Victoria	LEAP	2FABP7BV9AX102301	21710	1,000	1,000
34	FIRE	2009	Pierce Contender	Fire Truck	FDP	4P1CC01M39A010171	344962	1,000	1,000
35	GPD	2010	Ford	F150	TK	1FTFW1EV1AFB13408	26538	1,000	1,000
36	GPD	2009	Carry On	Cargo	T	4YMCL10119G003445	2900		
37	GPD	2010	Ford	E350	VAN	1FBSS3BL8ADA56004	22903	1,000	1,000
38	ADM	2010	Chevrolet	Silverado	TK	1GC4KVBG5AF136383	24740	1,000	1,000
39	ECO	2010	Ford	F150	PU	1FTEX1CW1AFD19414	17894	1,000	1,000
40	PLAN	2010	Ford	F150	PU	1FTEX1CW3AFD19415	17894	1,000	1,000
41	REC	2011	Ford	F350	PU	1FT8W3A63BEB10648	22878	1,000	1,000
42	GPD	2011	Ford	Crown Victoria	LEAP	2FABP7BV6BX124399	30000	1,000	1,000
43	GPD	2011	Ford	Crown Victoria	LEAP	2FABP7BV9BX124400	30000	1,000	1,000
44	GPD	2011	Ford	Crown Victoria	LEAP	2FABP7BV0BX124401	30000	1,000	1,000
45	GPD	2011	Ford	Crown Victoria	LEAP	2FABP7BV2BX124402	30000	1,000	1,000
46	GPD	2011	Ford	Crown Victoria	LEAP	2FABP7BV4BX124403	30000	1,000	1,000
47	GPD	2011	Ford	Crown Victoria	LEAP	2FABP7BV6BX124404	30000	1,000	1,000
48	GPD	2011	Ford	Crown Victoria	LEAP	2FABP7BV8BX124405	30000	1,000	1,000
49	GPD	2011	Ford	Crown Victoria	LEAP	2FABP7BVXBX124406	30000	1,000	1,000
50	GPD	2005	Chrysler	300	LEAP	2C3JA53G35H645238	18000		
51	GPD	2013	Ford	F150	PU	1FTFW1EF4DFB54435	25182	1,000	1,000
52	FIRE	2013	Ford	F550 Pumper	FDP	1FD0W5GT1DEB43104	164151	1,000	1,000
53	REC	2011	Freightliner	Dump	TK	1FYACXDT7BDA26916	130000	1,000	1,000
54	REC	2010	Texas	Bragg	T	5VTBU182X9RBB4			
55	REC	2010	Port City	8X20	T	4R7BU2026AT101685			
56	REC	2010	Southern	6'6X18	T	G54549			
57	GPD	2014	Dodge	Charger	LEAP	2C3CDXAT2EH172413	27177	1,000	1,000
58	PLAN	2004	Ford	Expedition	SPORT	1FMPU15L44LA66160			
59	GPD	2006	Ford	Fusion	PP	3FAFP08146R113497			
60	GPD	2005	Jeep	Grand Cherokee	SEDAN	1J4HS48N25C670508			
61	FIRE	1987	E1	Pumper	TK	1F9RBAA84H1037119			
62	FIRE	1999	E1	Pumper	TK	4ENRAAA85X1000806	250000	1,000	1,000
63	FIRE	1994	Freightliner	Pumper	TK	1FV6JLCB4RL557094			

64	FIRE	1999	Ford	F550	PU	1FDAF56F4XED43091			
65	FIRE	2000	GMC	Sierra 3500	TK	1GTAK34FXYF457131			
66	GPD	2014	Dodge	Charger	LEAP	2C3CDXAT4EH172400	27177	1,000	1,000
67	FIRE	2003	Chevrolet	Silverado	PU	1GCGC24U03Z208409			
68	FIRE	1997	Ford	Ambulance	AMBE	1FDLE40F9VHA15577			
69	FIRE	1999	Chevrolet	Tahoe	SPORT	1GNEC13R8XJ455722			
70	GPD	2014	Dodge	Charger	LEAP	2C3CDXAT8EH172416	26437	1,000	1,000
71	GPD	2007	Harley	Davidson	LEAM	1HD1FMM197Y672730			
72	REC	2014	Dodge	Bucket Truck	TK	3C7WRMAL6EG260778	90000	1,000	1,000
73	GPD	2016	Dodge	Charger	TK	2C3CDXATOGH126808	23212	1,000	1,000
74	GPD	2016	Dodge	Charger	TK	2C3CDXAT2GH122405	23212	1,000	1,000
75	GPD	2016	Dodge	Charger	TK	2C3CDXAT4GH122406	23212	1,000	1,000
76	GPD	2016	Dodge	Charger	TK	2C3CDXATXGH116223	23212	1,000	1,000
77	GPD	2009	Ford	F250 FX4	TK	1FTSW21R19EA95314	25000	1,000	1,000
78	GPD	2016	Ford	F150 SSV Supercab	TK	1FTFX1EFXGKE99591	27000	1,000	1,000
79	GPD	2008	Harley	Davidson	LEAM	1HD1FMM188Y704889	22000		
80	FIRE	2017	Ferrara	Cinder	OT	1F945472XHH140574	425000	1,000	1,000
81	GPD	2017	Ford	Interceptor	SUV	1FM5K8AR3HGD07530	42645	1,000	1,000
82	GPD	2017	Dodge	Charger	SEDAN	2C3CDXAT1HH629684	26599	1,000	1,000
83	GPD	2017	Dodge	Charger	SEDAN	2C3CDXAT3HH629685	26599	1,000	1,000
84	GPD	2017	Dodge	Charger	SEDAN	2C3CDXAT5HH629686	26599	1,000	1,000
85	GPD	2017	Dodge	Charger	SEDAN	2C3CDXAT7HH629687	26599	1,000	1,000
86	GPD	2017	Dodge	Charger	SEDAN	2C3CDXAT9HH629688	29599	1,000	1,000
87	GPD	2017	Dodge	Charger	SEDAN	2C3CDXAT0HH629689	29599	1,000	1,000
88	GPD	2018	Ford	Explorer Interceptor	SUV	1FM5K8AR8JGA57823	29719	1,000	1,000
89	GPD	2018	Ford	Explorer	SUV	1FM5K8AR7JGB80724	30719	1,000	1,000
90	GPD	2018	Ford	Explorer	SUV	1FM5K8AR6JGB67768	30719	1,000	1,000
91	GPD	2018	Dodge	Charger	SEDAN	2C3CDXAT3JH292456	33571	1,000	1,000
92	GPD	2018	Dodge	Charger	SEDAN	2C3CDXAT5JH292457	33571	1,000	1,000
93	GPD	2018	Dodge	Charger	SEDAN	2C3CDXAT7JH292458	33571	1,000	1,000
94	GPD	2018	Dodge	Charger	SEDAN	2C3CDXAT9JH292459	33571	1,000	1,000
95	GPD	2001	Navistar Int'l	4700 LP 4x2	FDP	1HTSLAAL91H354782	20000	1,000	1,000
96	UTILITY	2018	Nissan	Kicks	SPORT	3N1CP5CU3JL509611	19210	1,000	1,000
97	UTILITY	2019	Nissan	Frontier		1N6AD0EV8KN706830	28900	1,000	1,000
98	UTILITY	2019	Nissan	Frontier		1N6AD0EVCKN706750	28900	1,000	1,000
99		1990	Ford	F350	PU	1FDJF37H4LNB01271	26500		
100	GRANT	2019	Ford	F250	PU	1FT7W2A67KED14648	26937	1,000	1,000
101	GPD	2019	Ford	F150	PU	1FTEW1E53KFA06955	31953	1,000	1,000
102	REC	2019	Dodge	Caravan		2C4RDGBG6KR650023	26059	1,000	1,000
103	REC	2019	Ford	F350	PU	1FT8W3A64KEE58331	26203	1,000	1,000
104	REC	2019	Ford	F350	PU	1FT8W3A66KEE58332	26203	1,000	1,000
105	GPD	2019	Ford	F150	PU	1FTEW1E54KKD50186	32000	1,000	1,000
106	GPD	2019	Ford	F150	PU	1FTEW1E52KKD50185	32000	1,000	1,000
107	GPD	2019	Ford	F150	PU	1FTEW1E56KKC27120	32203	1,000	1,000
108	FIRE	2019	Ford	F150	PU	1FTEW1E54KFB84549	36670	1,000	1,000
109		2001	Mitsubishi	639	OT	JW6AAC1H21L002338	2002		
110		2017	Wagon	Trailer	T	53FBE1218HF034234	2700		
111	GPD	2020	Ford	Explorer	SUV	1FM5K8AB5LGC52557	33282	1,000	1,000
112	GPD	2020	Ford	Explorer	SUV	1FM5K8AB7LGC52558	33282	1,000	1,000
113	GPD	2020	Ford	Explorer	SUV	1FM5K8AB9LGC52559	33282	1,000	1,000

Automobile Loss Payee Schedule

Vehicle	Additional Interest	Name and Address
2014 Dodge Charger VIN #2C3CDXAT9EH172411	Lienholder	Merchants & Marine Bank P O Box 188, Gautier, MS 39553
2014 Dodge Charger VIN #2C3CDXAT5EH191277	Lienholder	Merchants & Marine Bank P O Box 188, Gautier, MS 39553
2009 Pierce Contender VIN #4P1CC01M39A010171	Loss Payee	Hancock Bank PO Box 4826, Timonium, MD 21094
2013 Ford F150 VIN #1FTFW1EF4DFB54435	Loss Payee	Hancock Bank PO Box 4826, Timonium, MD 21094
2013 Ford F550 VIN #1FD0W5GT1DEB43104	Lienholder	Merchants & Marine Bank P O Box 188, Gautier, MS 39553
2014 Dodge Charger VIN #2C3CDXAT2EH172413	Lienholder	Merchants & Marine Bank P O Box 188, Gautier, MS 39553
2014 Dodge Charger VIN #2C3CDXAT4EH172400	Lienholder	Merchants & Marine Bank P O Box 188, Gautier, MS 39553
2014 Dodge Charger VIN #2C3CDXAT8EH172416	Lienholder	Merchants & Marine Bank P O Box 188, Gautier, MS 39553
2016 Ford F150 SSV VIN #1FTFX1EFXGKE99591	Loss Payee	Hancock Bank PO Box 4826, Timonium, MD 21094
2017 Ferrara Cinder VIN #1F945472XHH140574	Loss Payee	Hancock Bank PO Box 4826, Timonium, MD 21094
2017 Ford Interceptor VIN #1FM5K8AR3HGD07530	Loss Payee	Hancock Bank PO Box 4826, Timonium, MD 21094
2017 Dodge Charger VIN #2C3CDXAT1HH629684	Loss Payee	Hancock Bank PO Box 4826, Timonium, MD 21094
2017 Dodge Charger VIN #2C3CDXAT3HH629685	Loss Payee	Hancock Bank PO Box 4826, Timonium, MD 21094
2017 Dodge Charger VIN #2C3CDXAT5HH629686	Loss Payee	Hancock Bank PO Box 4826, Timonium, MD 21094
2017 Dodge Charger VIN #2C3CDXAT7HH629687	Loss Payee	Hancock Bank PO Box 4826, Timonium, MD 21094
2017 Dodge Charger VIN #2C3CDXAT9HH629688	Loss Payee	Hancock Bank PO Box 4826, Timonium, MD 21094
2017 Dodge Charger VIN #2C3CDXAT0HH629689	Loss Payee	Hancock Bank PO Box 4826, Timonium, MD 21094
2019 Dodge Caravan VIN #2C4RDGBG6KR650023	Loss Payee	Hancock Whitney Bank 2510 14th St, Gulfport, MS 39501
2019 Ford F350 VIN #1FT8W3A64KEE58331	Loss Payee	Hancock Whitney Bank 2510 14th St, Gulfport, MS 39501
2019 Ford F350 VIN #1FT8W3A66KEE58332	Loss Payee	Hancock Whitney Bank 2510 14th St, Gulfport, MS 39501
2019 Ford F150 VIN #1FTEW1E56KKC27120	Loss Payee	Hancock Whitney Bank 2510 14th St, Gulfport, MS 39501
2019 Ford F150 VIN #1FTEW1E54KFB84549	Loss Payee	Hancock Whitney Bank 2510 14th St, Gulfport, MS 39501

Law Enforcement Liability

Client: City of Gautier
Carrier: Argonaut Insurance Company
A.M. Best Rating: A- (Excellent)
Policy Term: 9/30/2020 to 9/30/2021

Terms and Conditions

Description	
Per Wrongful Act	500,000
Annual Aggregate	1,000,000
Retro Date	1/1/2008
Deductible	\$5,000

Public Officials Liability

Client: City of Gautier
Carrier: Argonaut Insurance Company
A.M. Best Rating: A- (Excellent)
Policy Term: 9/30/2020 to 9/30/2021

Professional liability insurance, is a form of liability insurance which helps protect professional advice- and service-providing individuals and companies from bearing the full cost of defending against a negligence claim made by a client, and damages awarded in such a civil lawsuit.

Coverage

Aggregate Limit: X
Each Claim/Occurrence Limit: X

Terms and Conditions

Description	
Per Wrongful Act	1,000,000
Annual Aggregate	1,000,000
Retro Date	1/1/2008
Deductible	\$5,000

Additional Coverages

Description	Limit	Deductible
Emergency Medical Service	Included	\$5,000
Fire District or Department	Included	\$5,000
Public Water Utility	Included	\$5,000
Sewer System	Included	\$5,000

Crime

Client: City of Gautier
Carrier: Argonaut Insurance Company
A.M. Best Rating: A- (Excellent)
Policy Term: 9/30/2020 to 9/30/2021

This coverage provides protection against loss due to criminal acts of others. Several types of exposures can exist which require consideration when analyzing your crime protection insurance.

BASIS FOR COVERAGE:

LOCATION: 3330 Highway 90,, Gautier MS

Coverage	Limit	Retention
Employee Dishonesty	\$100,000	\$500
Forgery or Alteration	\$100,000	\$500
Theft		
• Inside the Premises Limit	\$50,000	\$500
• Outside the Premises Limit	\$50,000	\$500
Computer Crime		
• Computer Fraud	\$100,000	\$500
Fund Transfer Fraud	\$100,000	\$500
Fraudulent Impersonation	\$50,000	\$1,000

Cyber Liability

Client: City of Gautier
Carrier: Argonaut Insurance Company
A.M. Best Rating: A- (Excellent)
Policy Term: 9/30/2020 to 9/30/2021

This coverage provides protection against loss due most notably, but not exclusively to a business' liability for a data breach. Several types of exposures can exist which require consideration when analyzing your cyber protection insurance

Coverage

Aggregate Limit: \$100,000

Coverage Extensions	Limit	Retention
Network Security Liability	\$100,000	\$1,000
Media Content Liability	\$100,000	\$1,000
Network Extortion	\$25,000	\$1,000

Employment Practices Liability

Client: City of Gautier
Carrier: Argonaut Insurance Company
A.M. Best Rating: A- (Excellent)
Policy Term: 9/30/2020 to 9/30/2021

Employment Practices Liability insurance is written on a form and includes indemnification and legal reimbursement arising out of the following insured events:

- Wrongful Termination
- Sexual Harassment
- Discrimination

Coverage

Policy In Run-Off/Tail: No

Coverage	Limits
Per Claim	\$1,000,000
Policy Aggregate	\$1,000,000

Terms and Conditions

Coverage Description	
Deductible	\$5,000
Prior Acts / Retro Date	1/1/2008

Additional Coverages

Description	Limit	Deductible
Back Wages	\$50,000	\$10,000
Non-Monetary Defense per Wrongful Act	\$50,000	
Non-Monetary Defense Annual Aggregate	\$50,000	
Equal Employment Opportunity Commission Hearing Expense per Wrongful Act	\$10,000	
Equal Employment Opportunity Commission Hearing Expense Annual Aggregate	\$50,000	

Boat Policy

Client: City of Gautier
Carrier: Markel American Insurance Company
A.M. Best Rating: A (Excellent)
Policy Term: 9/30/2020 to 9/30/2021

The Equipment Floater is designed to insure property that is mobile in nature. A variety of endorsements can be used to customize this policy to fit your specific needs.

Scheduled Equipment - Scheduled

Item #	Year	Manufacturer	Model	Serial #	Amount of Insurance
1	2010	21.5' Cobia	Fiberglass Watercraft	CBASX0003B010	27,000
2	1999	30' Zodiac Hurricane	Aluminum H920 Cabin RIB	XDC92006C999	40,000
Total					\$67,000

Terms and Conditions

Terms and Conditions	
Policy Deductible	\$1,000
Deductible Exception – Transit	\$2,500
Deductible Exception – Numbered or Named Storm	\$5,000
Valuation	Actual cash value

Additional Coverage

Description	Limit	Deductible
Vessel Protection indemnity - General Aggregate (other than Products - Completed Operations)	\$1,000,000	\$2,500
Vessel Protection Indemnity - Each Occurrence Limit	\$1,000,000	\$2,500

Forms and Endorsements

Number	Description
OMVESSELOP	Covered Operators Endorsement
IL0282	Mississippi Changes - Cancellation and Nonrenewal

Employee Accident & Sickness

Client: City of Gautier
 Carrier: National Union Fire Insurance Company of Pittsburgh, PA
 A.M. Best Rating: A (Excellent)
 Policy Term: 9/30/2020 to 9/30/2021

This type of policy protects your business from claims arising from your legal liability for injury or damages to other people or their property. Coverage payments can include judgments, attorney fees, court costs, or other related expenses as defined in the form.

General Coverage Information

Coverage Description	Limits
General Aggregate - Policy	\$75,000

Additional Coverages

Description	Limit
Accidental Death Benefits Amount	\$75,000
Accidental Death Benefits - Seat Belt Benefit Amount	\$18,750
Accidental Death Benefits - Safety Vest Benefit Amount	\$18,750
Accidental Death Benefits - Military Death Benefit Amount	\$15,000
Illness Loss of Life Benefit Amount	\$75,000
Dependent Child and Education Benefit Amount	\$30,000
Spousal Support and Education Benefit Amount	\$15,000
Memorial Benefit Amount	\$5,000
Dependent Elder Benefit Amount	\$5,000
Repatriation Benefit Amount	\$2,500
Accidental Dismemberment and Paralysis Benefit Principal Sum	\$75,000
Vision Impairment Benefit Principal Sum	\$75,000
Injury Permanent Impairment Benefit Principal Sum	\$75,000
Heart Permanent Impairment Benefit Principal Sum	\$75,000
Illness Permanent Impairment Benefit Principal Sum	\$75,000
Cosmetic Disfigurement Resulting from Burns Benefit Principal Sum	\$75,000
HIV Positive Lump Sum Living Benefit Principal Sum	\$75,000
Total Disability Weekly Amount (first 28 days)	\$300
Total Disability Maximum Weekly Amount (after 28 days)	\$300
Total Disability Minimum Weekly Amount	\$75
Occupational Retraining Benefit Maximum Amount	\$20,000
Medical Expense Benefit Maximum Amount	\$10,000
Cosmetic Plastic Surgery Maximum Amount	\$25,000
Post-Traumatic Stress Disorder Maximum Amount	\$25,000
Critical Incident Stress Management Maximum Amount	\$25,000
Family Expense Benefit Amount (per day)	\$100
Family Bereavement and Trauma Counseling Benefit Amount (per person)	\$1,000
Home Alteration and Vehicle Modification Benefit Maximum Amount	\$50,000

Marketing Summary

Market	Status / Quotes	Response / Comments
Argonaut Insurance Company	GL, Auto, EPL, Public Officials, Law Enforcement, Cyber, Crime	Quote Received
Lloyds of London	Property/Equipment	Quote Received
Markel	Boat	Quote Received
National Union Fire Ins. Co.	Accident & Sickness	Quote Received
Travelers	GL, Auto, EPL, Public Officials, Law Enforcement	Quote Received
Travelers	Crime	Quote Received
Capitol Special Risk	Cyber	Quote Received
CRC – Lloyds	Wind Buyback	Quote Received
CRC – Starr	Wind Buy Back	Declined
Special Brokerage	Wind Buyback	Declined due to guidelines
AllRisks – ACE	Property/Equipment	\$100,000 minimum premium
AllRisks – AGCS/Allianz	Property/Equipment	Prior submission
AllRisks – Axis	Property/Equipment	Declined due to unable to compete
AllRisks – Prexa	Property/Equipment	Declined due to municipality
AllRisks – Starr	Property/Equipment	\$100,000 w/ 5% named storm
AllRisks – Validus	Property/Equipment	Declined to compete due to lesser construction
AllRisks – Velocity	Property/Equipment	\$130,000 w/ 3% named storm
AllRisks – Munich RE	Property/Equipment	\$145,000 w/ 2% named storm
OneBeacon	GL, Auto, EPL, Public Officials, Law Enforcement, Cyber, Crime, Property/Equipment	Declined due to unable to compete
Zurich	All	Declined – no longer writing municipalities
Liberty Mutual	All	Declined due to guidelines
Philadelphia	All	Declined due to guidelines
MASSUP	All	Declined – can only write counties, not municipalities
Allianz		Declined – high TIV & frame construction
AFM		Declined – amount of wind exposed property

Carrier Rating

A.M. Best Company is the leading provider of ratings, news and financial data for the insurance industry worldwide. Their Best Financial strength rating is an independent opinion of the insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. The rating is based on a comprehensive and qualitative evaluation of a company's balance sheet, strength, operating performance and business profile.

As professional agents it has long been our established policy to make every effort to deal only with companies having a Best's Rating of A++, A+, A or A-, which are the four highest ratings available, and a minimum of \$50 million in Policyholders' Surplus. **It must be noted that neither HUB International nor any affiliated company guarantees the financial solvency of any insurance carrier.** The following list outlines the A. M. Best Company rating scale and associated descriptions.

Financial Strength Ratings: An A.M. Best's Financial Strength Rating is an opinion of an insurer's ability to meet its obligation to policyholders.

A.M. Best Rating			
A++, A+	Superior	C, C-	Weak
A, A-	Excellent	D	Poor
B++, B+	Very Good	E	Under Regulatory Supervision
B, B-	Good	F	In Liquidation
C++, C+	Marginal		

Financial Size Categories: A.M. Best assigns each letter rated insurance company a Financial Size Category. This is designed to provide a convenient indicator of the size of a company in terms of its statutory surplus and related accounts.

Financial Size Categories (In millions of U.S. dollars)			
Class I	Up to 1	Class IX	250 to 500
Class II	1 to 2	Class X	500 to 750
Class III	2 to 5	Class XI	750 to 1,000
Class IV	5 to 10	Class XII	1,000 to 1,250
Class V	10 to 25	Class XIII	1,250 to 1,500
Class VI	25 to 50	Class XIV	1,500 to 2,000
Class VII	50 to 100	Class XV	Greater than 2,000
Class VIII	100 to 250		

General Statement

COVERAGE AND LIMITS

This exhibit describes coverage, amounts, limits, etc., but it does not take the place of the actual insurance policies. While we have made every effort to remove inaccuracies from this report, some may exist. For definitive coverage provisions and exclusions, refer to the policies, endorsements and amendments.

For property quotes, we have used values that you provided. Please carefully examine these values and/or secure an outside appraisal to ensure their accuracy and adequacy.

This proposal is based upon exposures to loss that currently exist and were made known to the agency. All changes and new exposures need to be reported by you, so that proper coverage may be offered.

Higher limits of liability may be available for additional premium.

INSURER SOLVENCY

Hub International is not technically qualified to comment on the solvency or claims-paying ability of any insurer. In an effort to help you assess the quality of the carrier(s), we have provided rating information from the A.M. Best rating organization. A more detailed report is available on request.

We caution you that catastrophic occurrences or other business matters can quickly have a negative impact on any insurer's financial condition. State "guarantee" funds created for the protection of policyholders may limit or preclude access to reimbursement for certain types of claims and/or to companies with significant net worth.

NON-ADMITTED INSURER

If a non-admitted insurer is providing coverage there is no protection by the state guaranty fund in the event of the insurer's insolvency.

PREMIUM PAYMENT

Regardless of the payment method you choose, it is important to note that **carriers are not obligated to reinstate cancelled policies.**

Agency Bill Items: If your premium is billed by Hub International, payment is due on the effective date of the coverage or installment. Endorsement and audit premium adjustments are due on the date billed. Failure to promptly remit may result in cancellation of your coverage.

Company Bill Items: If your policy is a "company bill" contract, you must remit your payment directly to the insurance company on a timely basis. Unfortunately, insurers do not always notify us about the status of a "company bill" payment, so you can't rely on us to remind you about overdue premiums or policy cancellations. If you encounter any billing problem or have a billing concern, please call us immediately, so that we can investigate for you.

Premium Financing: You may ask us to "finance" your premium through an independent finance company. This is an unforgiving payment system. Please carefully review the finance agreement for full details on the late payment and finance charges that apply. Your insurance policy is collateral for the loan. If you miss a payment, coverage will be cancelled. Because we may not always receive late notices, Hub International cannot accept responsibility for following up on late payments or threatened "non-payment" cancellations. Please do not count on us to remind you to make the payment.

This proposal contains only a summary of your insurance coverage and policy. It is your responsibility to carefully and completely review the entire policy for its actual terms, limits and conditions. In the event of any inconsistency between the terms of the policy and the provisions of this proposal, the terms of the policy will govern and control.

How We Get Paid

HUB International takes pride in the services our brokerages provide to you, our client, for insurance and risk management programs. For our efforts we are compensated in a variety of ways, primarily in the form of commissions and contingency amounts paid by insurance companies and, in some cases, fees paid by clients or third parties. The means by which we are compensated are described below.

Commission income - Commission, normally calculated as a percentage of the premium paid to the insurer for the specific policy, is paid to us by the insurer to distribute and service your insurance policy. Our commission is included in the premium paid by you. The individuals at HUB International who place and service your insurance may be paid compensation that varies directly with the commissions we receive.

Contingency income - We also receive income through contingency arrangements with most insurers. They are called “contingent” because to qualify for payment we normally need to meet certain criteria, usually measured on an annual basis. Contingency arrangements vary, but payment under these agreements is normally the result of growing the business by attracting new customers, helping the insurance company gather and assess underwriting information and/or working to renew the policies of existing insureds. There is currently no meaningful method to determine the exact impact that any particular insurance policy has on contingency arrangements. However, brokers tend to receive higher contingency payments when they grow their business and retain clients through better service. In other words, the amount of earned contingency income depends on the overall size and/or profitability of all of a group of accounts, as opposed to the placement or profitability of any particular insurance policy. For this reason, the individuals involved in placing or servicing insurance are rarely, if ever, compensated directly for the contingent income that we receive.

Supplemental Commissions - Some insurance companies have recently replaced contingent commissions with supplemental commissions. These commissions, in fixed amounts, are established annually in advance based on historical performance measured by criteria comparable to those by which contingent commissions are calculated. We refer to these commissions as guaranteed supplemental commissions, or “GSCs”.

Fees paid by clients - On occasion, with more complex business insurance programs and where additional resources, products or services are appropriate, a fee may be negotiated for placement of insurance coverage or additional services. Fees charged for the placement of insurance will be outlined in a proposal and approved, usually in writing, prior to the insurer binding coverage. On occasion, we may receive both commissions and client-paid fees for placing insurance, which generally will be disclosed in writing to you in advance. In certain circumstances clients pay us mutually agreed upon fees for additional services, such as third party administration of employee benefits or workers’ compensation programs.

Wholesale Operations - We own wholesale insurance brokerages in both the U.S and Canada. These are intermediaries through which other brokers, typically retail brokers that have a relationship and deal directly with their clients, place coverage. Our own retail brokers may place client policies through HUB-owned wholesale brokers. In such cases, both the HUB retail broker and the HUB wholesale broker will earn commissions, and they are included in the client’s premium payment. Ordinarily wholesale brokers, whether owned by HUB International or not, are included in the transaction because they offer products that are particularly suitable to a client’s needs that are not available through normal insurance brokerage retail channels.

Other Compensation and Benefits - We may receive revenue or further benefits from our insurance brokerage activities in other ways, including, but not limited to, from insurance company promotional events, payments from insurers for promotional marketing and/or employee training and development, fees or a percentage of the interest paid to us for the administration of premium finance contracts, interest paid to us by financial institutions earned on fiduciary or trust accounts in which we hold your premium payments pending remittance to the insurance company, and fees paid to us for policy and/or claims administration and/or loss control services that we provide.

Related Party Transactions - In limited circumstances, our subsidiaries or employees may have interests in insurers and reinsurers with whom policies are placed. We own a reinsurance broker that arranges reinsurance for carriers. It is possible that coverage placed by our retail brokers could be reinsured pursuant to placements

made by our reinsurance subsidiary. Ownership of a reinsurance broker also creates an additional, mutually beneficial dimension to our relationships with insurance companies.

Customer Centric Carriers - We have access to the products and services of hundreds of insurers. However, we believe our ability to provide the best combination of products, service, value and ongoing access to capacity is enhanced by focusing on a manageable number of carrier relationships. These strategic relationships include many of the most respected national and regional insurance companies in the insurance industry (the “Strategic Carriers”). Although we will continue to access our other insurance company relationships where appropriate, we expect that many of our clients’ insurance needs may be met through the Strategic Carriers. The Strategic Carriers may pay us enhanced compensation, which we intend to use in part to invest in initiatives to improve our ability to serve our customers’ and to optimize their insurance buying experience. A portion of any enhanced compensation from our Strategic Carriers may be used to incentivize our employees to prioritize, investigate and access the products and services of our Strategic Carriers for the purpose of consolidating the number of insurance markets we deal with, while at the same time addressing the needs of our clients. More information regarding our Strategic Carrier relationships is available upon request from your HUB International insurance advisor or by visiting our website at www.hubinternational.com.

Our goal is to be your insurance brokerage of choice. We know you have many brokerages to choose from, so to earn your confidence, we hold ourselves to the highest standard of service, a standard reflected in our written Client Commitment - we call it the “The HUB Advantage.” We hope you will review the principles embodied in The HUB Advantage, a copy of which is attached for your convenience. You should also feel free to visit our website at www.HUBInternational.com for more information regarding HUB International and how we do business.

Please also feel free to ask any questions about our compensation generally, or as to your specific insurance proposal or placement, by contacting your HUB broker or customer service representative directly, or by calling our client hotline at 1-866-857-4073.

We want you to choose a HUB International broker to be your insurance advisor – and we intend to make your decision an educated one.

The HUB Advantage

Our Commitment - The HUB Advantage

HUB International is dedicated to maintaining and upholding the highest standards of ethical conduct and integrity in all of our dealings with you, our client. We want to be your trusted risk advisor, and as such, we need to earn your confidence. So we are making a promise. We call it The HUB Advantage. Our mission is to make the advantage yours - and this is our commitment.

- We strive to secure the most favorable terms from insurers, taking into account all of the circumstances - the risk you need to insure, the cost of insurance, the financial condition of the insurer, the insurer's reputation for service, and any other factors that are specific to your situation.
- We are open and honest as to how we are paid for placing your insurance. Our answers to your questions will be forthright and understandable. When we intend to seek a fixed fee for our efforts, we will disclose it to you in writing and obtain your approval prior to coverage being bound.
- You make the ultimate decision as to both the terms of insurance and the company providing your coverage. Our objective is to provide you with choices that meet your insurance needs, and to educate you so your decision is fully informed and best suited to your circumstances.
- We comply with the laws of every jurisdiction in which we operate, including those that apply to how insurance brokerages and agencies are paid. If the laws change, we will respond in a timely and appropriate manner.

We take our responsibility to our customers very seriously. If at any time you feel that we are not fulfilling your expectations - that we are not meeting our Client Commitment - please contact your account executive or call our toll free client hotline at 1-866-857-4073, and your concerns will be addressed as soon as possible.

The HUB Advantage

The privilege is ours, but the advantage is yours.

Claims Management

CLAIMS MANAGEMENT OVERVIEW

In many organizations the cost of claims and resulting premiums is significant, including direct and indirect costs. Litigation, employee injuries and property losses can be devastating to any corporation, operation, and their employees. Whether it's general liability, workers compensation, or property claims, a poorly designed claims management program can be as detrimental as having no program, and claims that are not continually reviewed or managed can result in unintended outcomes.

HUB's Claim Consultants partner with our clients to understand their goals, objectives, and challenges. We work with our clients to develop and implement claims management solutions that minimize their Total Cost of Risk. One of HUB's many strengths is our collaborative approach amongst our Claims, Risk Services Team, the producer and account manager and our colleagues throughout HUB worldwide. Our Teams regularly work together, across regions and countries to continue to bring the depth of our expertise to every corner of the globe.

CLAIMS MANAGEMENT SERVICES AVAILABLE TO OUR CLIENTS

HUB is committed to providing a wide range of services to our clients. We work to implement best practice claims management processes, claims analysis, serving as an advocate, and addressing specific issues before and as they occur.

- **Client Advocacy / Carrier Oversight**
 - Oversight/Coordination of carrier claims handling activities
 - Regular communication between clients and claims service providers
 - Providing outsourced expertise for complex & challenging claims
- **Claims Reviews**
 - Facilitated between the HUB Claim Consultant, Insurance Carrier, and Client Representative(s)
 - Establish claim file expectations and action plans
- **Reserve Analysis**
 - Review of claim providers reserving practices
 - Ensures that excess funds are not tied up in reserves
 - Ensure that financial liabilities are divulged clearly and accurately
- **Coverage Disputes**
 - Advocating and providing assistance with evaluating and challenging insurance carrier coverage denials on your behalf
- **Claim Audits**
 - Strategic audit of client's claim files to uncover opportunities to improve quality and reduce claim costs
 - Ensures that claims service providers are performing properly for the client
- **Preloss Planning**
 - Strategic planning based on past results
 - Provide training in identifying information key to the defense of a claim & incident response
 - Create incident reports for insured as a tool for incident response
 - Ensures a fair understanding of claims process in advance of the loss and helps mitigate downtime
 - Identifies issues before they arise
- **Third Party Administrator (TPA) Selection**
 - Assistance with selecting a Third-Party Administrator (TPA)
 - Development of the best in class program/process to manage claims
- **Claim Data Analysis**
 - Review of claim data to identify trends and primary cost drivers
 - Results in action plans that can be implemented with the designated HUB Risk Consultant
- **Settlement Evaluation**
 - Assistance in analyzing and structuring settlements, executing early resolutions, and exploring alternative dispute resolution options
- **Litigation Management**
 - Assistance with managing and minimizing legal defense costs during claim resolution
 - Executing communication, developing accepted activities, and creating a litigation plan
 - Review leases and contracts to identify risk transfer opportunities
 - Tender claims on behalf of clients as necessary
- **Employer Claim Management Practices**
 - Best Practice benchmarking of client's claims practices
 - Development of internal claims practices to reduce costs
- **Medical Case Management Program Design**
 - Assistance with developing Medical Case Management Programs, including aggressive treatment plans that incorporate cost control techniques
- **Dispute Resolution Options**
 - Guidance with options necessary to bring matter to ultimate resolution
- **Subrogation/Second Injury Fund Recoveries**
 - Ensuring the claims service provider has a process for identifying opportunities and maximizing recovery of expenses when a third party is negligent or when the state provides second injury funds

This list is not all-inclusive. Your designated HUB Claims Services team member(s) will meet with you to confirm goals and develop a customized service plan, deliverables and timelines that will address your needs and exceed expectations.

Risk Services

Risk Services Overview

Risks emerge and evolve, and the exposures always have the potential for high frequency and high costs. Injuries/illnesses, downtime, reputational issues, and losses can result in significant direct and indirect costs that can devastate any corporation, operation, and its employees. Additionally, monitoring and following regulatory requirements and industry best practices requires significant knowledge and a wide range of expertise, and a partner that stays focused on protecting your organization.

As a leading provider for risk management services, HUB International partners with our clients to work towards common goals, reducing their Total Cost of Risk (TCOR) and making our client's organizations more resilient. With experts in all functional areas and over 100 industries, our team has the proven knowledge and experience to assist our clients in identifying current/ potential risks and implementing controls to reduce exposure to loss. Our team members include:

- Board-Certified Safety Professionals
- Certified Risk Managers
- Certified Occupational Health Nurses
- Certified Construction Risk Specialists
- Environmental Risk Managers
- Property Protection Specialists
- Certified Hazardous Materials Managers
- Certified Industrial Hygienists
- Security Professionals
- Toxicologists
- Risk Technology Experts
- Workers Compensation Experts
- Professional Engineers
- Business Continuity Planning Experts
- Emergency Response Professionals
- Cyber Risk Management Experts
- Absence Management Professionals
- Product Liability Professionals
- General Liability Experts
- Tribometrists (Slip/Fall Experts)
- Travel Risk Management Professionals

Our team has the proven knowledge and experience to assist our clients in identifying current / potential risks and implementing controls to reduce exposure to loss.

Consulting Methodology & Approach

Our consulting approach is designed to be timely, result-oriented, and focused where it counts - minimizing hazardous exposures and claims. Our five-step consulting approach:

1. Identify exposures, hazards, and losses
2. Evaluate current controls
3. Develop solutions
4. Implement solutions
5. Ongoing Measurement and Evaluation

This partnership approach builds the framework to create and implement effective, long-range solutions.

Risk Services Available to Our Clients

HUB International specializes in a wide variety of risk services products and consultancy services. The specific services to be provided by the HUB Risk Services Division will be based on your goals as well as the application of our consulting approach and methodology.

Risk Control Services:

- Regulatory Compliance
- Ergonomics Improvement
- Client Advocacy / Carrier Oversight
- Property Risk Engineering
- Safety & Environmental Management
- Fleet Risk Management
- Construction Safety Management
- Environmental Management
- OSHA 10/30hr Courses
- Management/Employee Training
- Audit and Inspections

Specialty Risk Services:

- Cyber Risk Management
- Enterprise Risk Management
- Workforce Productivity
- Crisis Management
- Business Continuity Management
- Emergency Management
- Security Management
- High Net Worth/Family Office Risk Management
- Clinical Risk Management
- Entertainment Risk Management
- Travel Risk Management
- Industrial Hygiene
- Environmental Compliance

Strategic Partnerships:

- Online Training Providers/Developers
- Property/Process Engineering Firms
- Web-Based Continuity Planning Systems
- Environmental Testing Firms
- Art Preservation/Recovery Firms
- High - Risk Claims Identification Tools
- Pre-Hire Screening Tools
- Actuarial / Forensic Accounting Firms
- Telematics Providers
- Cyber Risk Assessment Firms
- Disaster Recovery Firms
- Outsourced Health Services

- Safety Project Review / New Facility Protection Reviews
- Product Liability Assessments
- Hazard Assessments
- Risk Management Information System (HUB RMIS)
- Providers

This variety of disciplines enables HUB to respond to your specific risk control needs and objectives. Because we serve clients of all sizes, we can offer solutions that are properly scaled to meet the needs of your business.

Recommendations

BUILDING AND PERSONAL PROPERTY FORM

Coinsurance. Buildings and Business Personal Property limits should be reviewed to determine if they are adequate and in compliance with the coinsurance requirements under your policy.

Off-Premises Services – Direct Damage. Coverage for damage resulting from an off-premises interruption of power or other utility service is excluded. This coverage can be added by endorsement and is recommended if your property is subject to this exposure. Coverage is available with and without spoilage.

Replacement Cost. Loss settlement under the form is on an actual cash value basis which is defined as current replacement cost less physical depreciation. Replacement cost coverage would eliminate depreciation if property is actually repaired or replaced. We recommend this coverage enhancement.

Signs and Glass. Coverage applying to outdoor signs and building glass is extremely limited under the form. Separate coverage is available for this property and is recommended if there is an exposure.

Incidental Property. Coverage on outdoor fences, radio and television antennas, trees, shrubs and plants, including debris removal expense is covered only for fire, lightning, explosion, riot or civil commotion or aircraft. The maximum which will be paid is \$1,000 with a limit of \$250 for any one tree, shrub or plant. Coverage is available by endorsement and is recommended if there is an exposure.

Debris Removal. The cost to remove debris of covered property under the form is extremely limited. Coverage is available by endorsement and is recommended.

Ordinance or Law. The form excludes any loss, or increase of loss, caused by the enforcement of any ordinance or law regulating the construction, use, or repair of any property. Coverage for loss to the undamaged portion of the building, demolition cost and increased cost of construction arising out of ordinances or laws can be provided by endorsement and is recommended.

BUSINESS INCOME AND/OR EXTRA EXPENSE COVERAGE FORM

This coverage is designed to provide protection against loss of income, payment of necessary continuing expenses, and extra expenses from a covered cause of loss. Flood is a standard exclusion on these form.

It may be possible to purchase higher limits as well as Flood Coverage for Business Income and Extra Expense on a limited basis.

Business Income. Business Income coverage is recommended to provide protection against loss of income and payment of necessary continuing expenses arising from suspension of your operations due to physical damage to your property by an insured cause of loss.

Extra Expense. Extra Expense is recommended to pay for costs in excess of normal operating expenses which you incur to continue operations without interruption after a direct property damage loss.

Rental Income. Coverage for loss of rental income resulting from untenability of all, or a portion, of the insured building due to damage or destruction of real or personal property by an insured peril is available and is recommended if your operations include this exposure.

Coinsurance. Limits under these forms should be reviewed to determine if they are adequate and in compliance with any coinsurance requirements under your policy.

Off-Premises Services – Time Element. Coverage for damage resulting from an off-premises interruption of power or other utility service is excluded. Coverage is available by endorsement and is recommended if your operations are subject to this exposure.

COMMERCIAL GENERAL LIABILITY FORM

Pollution. Pollution is an excluded peril under the Commercial General Liability and Garage Liability policies. Oil and other waste storage on your premises may subject you to potential pollution liability. Coverage is available subject to high minimum premiums.

Underground Storage Tanks Liability. If you have underground storage tanks subject to 1988 EPA regulations, insurance covering this exposure should be pursued.

Liquor Liability. This form excludes liquor liability exposures of insured whose business is the manufacture, sale, or serving of alcoholic beverages. Separate liquor liability coverage is available and recommended if your operations include these exposures.

Care, Custody and Control. This form excludes coverage for property damage to property in your care, custody or control. If your operations include these exposures, separate coverage is available and recommended.

Watercraft. This form excludes coverage on owned watercraft and non-owned watercraft over 25 feet. If your operations include these exposures, separate coverage is available and recommended.

Aircraft. This form excludes coverage on owned and non-owned aircraft. If your operations include these exposures, separate coverage is available and recommended.

EMPLOYEE BENEFIT LIABILITY

Provides coverage for negligent acts, errors or omissions in management of employee benefit plans.

FIDUCIARY LIABILITY

Provides coverage for ERISA (Employee Retirement Income Security Act) exposures of fiduciaries for specifically designated plans to the extent that they are caused by a "wrongful act".

COMMERCIAL CRIME FORM

Employee Dishonesty. Employee Dishonesty is recommended to provide coverage for the loss of money, securities and other property arising out of dishonest acts of your employees. Coverage is required by law for your pension plan.

Depositor's Forgery. Forgery or alteration coverage is recommended to protect you against loss due to the forgery or alteration of checks, bank draft, promissory notes, and similar financial instruments drawn on your bank account.

Theft, Disappearance and Destruction. Theft, Disappearance and Destruction including coverage for loss inside and outside premises is recommended to protect your money and securities from loss while within your premises and while outside the premises while in the care and custody of a messenger.

BOILER AND MACHINERY COVERAGE FORM

Property coverage excludes explosion of steam boilers, steam pipes, steam turbines, or steam engines; loss caused by mechanical breakdown, including rupture or bursting caused by centrifugal force including loss to refrigeration equipment and damage to electrical and electronic equipment due to electrical arcing and power surges. The Boiler and Machinery policy is designed to cover these losses to your property and loss to property of others.

COMMERCIAL INLAND MARINE FORM

Accounts Receivable. Accounts Receivable coverage is recommended to protect against loss arising out of destruction to your accounts receivable records. Coverages include amounts due from customers that the insured cannot collect, collection expenses in excess of normal, expenses incurred in reconstructing accounts receivable records and interest charges on loans to offset uncollectible amounts pending loss settlement.

Valuable Papers and Records. Valuable Papers and Records coverage is recommended to protect you against accidental loss or damage from a covered cause of loss to valuable papers and records that belong to you or are in your care, custody, and control.

Electronic Data Processing (EDP) Form. EDP coverage is recommended to provide specialized insurance on your computer equipment, information storage media and expenses or income loss related to EDP losses.

Motor Truck Cargo Form. Motor Truck Cargo coverage is recommended if you carry property of others for a fee. Coverage can also be provided on an owners form motor truck cargo policy insuring your goods being transported by your trucks.

Annual Transportation Form. This form is recommended if you ship goods by common (or contract) carrier. Most forms cover your property and property of others for which you are liable, including property that has been sold but not delivered.

Fuel Plus Endorsement. This endorsement is available for fuel wholesalers and provides coverage for Terminal Access Cards, Erroneous Delivery or Mis-delivery and Gas or Oil Contamination.

COMMERCIAL UMBRELLA COVERAGE

Umbrella coverage is recommended to provide catastrophic coverage for liability claims which exceed your underlying liability insurance or to provide replacement coverage for underlying liability policies which are reduced or exhausted by loss. Minimum limits of \$5,000,000 are recommended.

FLOOD INSURANCE

Coverage for Flood, whether from rising water or wind-driven water, is a standard exclusion on Buildings, Business Personal Property and Business Income and Extra Expense coverages. Limited coverage can be obtained from the National Flood Program for Buildings and Business Personal Property but not Business Income or Extra Expense.

Primary Flood coverage, as well as Excess Flood coverage, may be available on a limited basis.

DIRECTORS & OFFICERS LIABILITY

Directors and officers can be held personally liable if their negligent acts result in loss to the company or its shareholders. Claims can be initiated by shareholders, employees (wrongful termination, discrimination, defamation), customers (restraint of trade, deceptive trade practices), competitors (copyright, patent or business interference), and government regulators. Coverage is available and should be considered.

CYBER LIABILITY

This coverage provides protection against loss due most notably, but not exclusively, to a business' liability for a data breach. Several types of exposures can exist which require consideration when analyzing your cyber protection insurance.

EMPLOYMENT PRACTICES ERRORS & OMISSIONS

Commercial General Liability and Garage Liability policies generally do not provide coverage for employment-related injury to employees arising out of wrongful termination, discrimination and sexual harassment. The Employment Practices E&O policy provides this coverage. It is written specifically to provide coverage for indemnification and/or legal expense reimbursement arising out of wrongful discharge, discrimination and sexual harassment. Coverage can be provided for legal expenses only or indemnification for damages awarded.

GARAGE LIABILITY COVERAGE FORM

Broad Form Drive Other Car Coverage. This endorsement is used to afford liability, auto medical payments, uninsured/underinsured motorist, and physical damage coverage for specifically named individuals (and those individuals' spouses) while they are using a non-owned auto for their own personal use. If your owners, executive officers, partners, or employees are furnished company autos and have no personally owned autos, this coverage is recommended.

Pollution. Your Garage Liability policy includes what constitutes an almost total exclusion of coverage for incidents involving pollutants. Coverage is available subject to high minimum premiums.

Dealers Physical Damage. Provides Collision, Comprehensive or Specified Peril coverage on owned, floor planned or non-floor planned vehicles.

False Pretense. Your Garage Liability policy excludes coverage for theft of your vehicles if someone causes you to voluntarily part with the auto by trick, scheme or under false pretense or if you acquire an auto from a seller who did not have legal title. False Pretense provides this coverage.

Dealers' Drive Away Collision. This endorsement deletes the exclusion applying to collision loss to autos driven or transported more than fifty road miles from the point of purchase or distribution to their destination.

Broad Form Products Coverage. This deletes the defective products exclusion which excludes property damage to any of your products if caused by a defect existing in the product at the time it was transferred to another. It is subject to a \$250 deductible.

Broadened Coverage – Garages. This endorsement provides Personal Injury and Advertising Injury Liability, Host Liquor Liability, Fire Legal Liability, Incidental Medical Malpractice Liability, Non-Owned Watercraft or Aircraft, Additional Persons Insured Coverage, Automatic Liability Coverage-Newly Acquired Garage Businesses (90 days) and Limited Worldwide Liability.

Hired Auto Liability. Provides liability coverage on autos you lease, hire, rent or borrow (except from employee or partners).

Hired Auto Physical Damage. Provides physical damage coverage on autos you lease, hire, rent or borrow (except from employee or partners).

Non-Owned Auto Liability. Provides liability coverage for your business on autos owned by your employees' or partners while used in your business or your personal affairs.

WORKERS COMPENSATION & EMPLOYERS LIABILITY COVERAGE

Workers Compensation coverage may be mandatory under your State statutes.

BUSINESS AUTO COVERAGE

Hired Auto Liability. Provides liability coverage on autos you lease, hire, rent or borrow (except from employee or partners).

Hired Auto Physical Damage. Provides physical damage coverage on autos you lease, hire, rent or borrow (except from employee or partners).

Non-Owned Auto Liability. Provides liability coverage for your business on autos owned by your employees or partners while used in your business or your personal affairs.

Broad Form Drive Other Car Coverage. This endorsement is used to afford liability, auto medical payments, uninsured/underinsured motorist, and physical damage coverage for specifically named individuals (and those individuals' spouses) while they are using a non-owned auto for their own personal use. If your owners, executive officers, partners, or employees are furnished company autos and have no personally owned autos, this coverage is recommended.

Collision. Pays for loss of or damage to your owned automobiles from collision with another object or upset.

Comprehensive. Pays for loss of or damage to owned automobiles from perils other than collision.

Specified Perils. Pays for loss caused by fire, theft, wind, hail, earthquake, explosion, flood, vandalism, and the sinking burning, collision or derailment of any conveyance transporting the covered auto.

Pollution. Your Business Auto policy includes what constitutes an almost total exclusion of coverage for incidents involving pollutants. Coverage is available subject to high minimum premiums.

Rental Reimbursement. For specified autos and coverages, pays rental cost of substitute auto after covered loss to scheduled auto.

TERRORISM

You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102 (1) of the Act: The term "act of terrorism" means any act or acts that is certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security, and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as a part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under the coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect the coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and; 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits United States government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceed \$100 billion in any one calendar year. If the aggregate insured losses for all insured exceed \$100 billion, your coverage may be reduced. The portion of the annual premium that is attributable to coverage for acts of terrorism is \$0.00 per \$100. Of payroll and does not include any charges for the portion of losses covered by the United States government under the Act.

City of Gautier

Premium Summary

Description Of Coverage	Trident Insurance 2020-2021 Premium	Travelers 2020-2021 Premium
Property (Chronos)	*\$ 80,279.77	*\$ 80,279.77
Wind Deductible Buyback (CRC)	*\$ 10,468.67	*\$ 10,468.67
General Liability	*\$ 57,514.00	\$ 28,111.00
Automobile Policy	\$ 62,934.00	\$ 80,257.00
Law Enforcement Liability	\$ 50,929.00	\$ 58,353.00
Public Officials Liability	\$ 7,823.00	\$ 8,130.00
Crime	\$ 1,943.00	\$ 1,747.00
Cyber (Capitol Special Risk/Corvus)	\$ 4,450.88	\$ 4,450.88
Employment Practices Liability	\$ 14,788.00	\$ 20,032.00
Boat Policy (Markel American Ins)	*\$ 3,300.00	*\$ 3,300.00
Employee Accident & Sickness (National Union Fire Ins)	\$ 3,079.00	\$ 3,079.00
Total Estimated Annual Premium*	\$ 297,509.32	\$ 298,208.32

*All quoted premiums are annual estimates and may change due to year end audits or mid-term policy changes.

**Carrier may apply a short-rate penalty should you request a policy be cancelled mid-term.

*****NOTE: Property Hurricane deductible increased from 2% to 3% minimum \$25,000**

***Boat – Includes TRIA (\$250.00)**

***Property – Includes Taxes & Fees (\$5,676.77)**

***General Liability (Trident) – OPTIONAL TRIA can be added for \$1,725.00**

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

Council Meeting:
Title:

September 15, 2020
Authorization to enter into a Professional Services Agreement with Seymour Engineering for work associated with the 2019 NRCS drainage grant project in an amount not to exceed \$34,100.

Introduced by:
Contact Person/Telephone

April Stennett 497-8000 Ext. 317

Summary Explanation: Authorization to enter into a Professional Services Agreement with Seymour Engineering for work associated with the 2019 NRCS drainage grant project in an amount not to exceed \$34,100.

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 requires engineering and other professional services in relation to the 2019 NRCS drainage grant project; and

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

WHEREAS, this project would construct a concrete ditch on the west side of City Hall, along Beasley Road from Hwy 90 to William Payne Adams Blvd. and perform debris/sediment removal and drainage improvements near Riverside Dr. and Melody Dr. off Martin Bluff Road; and

WHEREAS, the City was notified via email on July 6, 2020, that it had received an estimated \$166,031.25 (\$150,937.50 for construction and \$15,093.75 for engineering) in Emergency Watershed Protection Program grant funds for drainage work in various locations across the City; and

WHEREAS, this contract will provide services including topographic survey, MDEQ project management, preparing a bid package for the videoing of existing sewer infrastructure and flow metering, engineering design, bidding, construction administration, and resident project representative; and

WHEREAS, the cost of the engineering contract is not to exceed \$34,100.00; and

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the attached Professional Services Agreement with Seymour Engineering 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 September 15, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: 9/8/2020
Subject: NRCS Drainage Grant Project (2019 Round of Funding) – Professional Services Agreement with Seymour Engineering

REQUEST:

The Grants and Projects Department requests City Council authorization to enter into a professional services agreement with Seymour Engineering for work associated with the 2019 NRCS drainage grant project in an amount not to exceed \$34,100.

BACKGROUND:

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

The City was notified via email on July 6, 2020, that it had received an estimated \$166,031.25 (\$150,937.50 for construction and \$15,093.75 for engineering) in Emergency Watershed Protection Program grant funds for drainage work in various locations across the City. The grant can be used to fund 75 percent of the construction amount and another 7.5 percent toward engineering costs. The local match is \$50,312.50. Therefore, the total approved budget is \$216,343.75.

This project would construct a concrete ditch on the west side of City Hall, along Beasley Road from Hwy 90 to William Payne Adams Blvd. and perform debris/sediment removal and drainage improvements near Riverside Dr. and Melody Dr. off Martin Bluff Road.

DISCUSSION:

Seymour will provide engineering design, bidding phase, construction administration, resident project representation, and topographic survey for design related to the NRCS drainage grant. The grant will pay up to \$15,093.75 for engineering. The balance (\$19,006.25) must be paid by the City.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize entering into a professional services agreement with Seymour Engineering for work associated with the 2019 NRCS drainage grant project in an amount not to exceed \$34,100.

The City Council may:

- 1) Approve entering into a professional services agreement with Seymour Engineering for the NRCS drainage grant project as presented; or
- 2) Not approve entering into a professional services agreement with Seymour Engineering for the NRCS drainage grant project as presented.

ATTACHMENTS:

1. Seymour Engineering PSA

**STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT made as of _____, 2020, between the City of Gautier (OWNER) and Seymour Engineering, 925 Tommy Munro Drive, Suite G, Biloxi, Mississippi 39532 (ENGINEER). OWNER intends to perform drainage work in various locations across the City as outlined in Exhibit D in Gautier, Mississippi (hereinafter called the Project).

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

SECTION 1-BASIC SERVICES OF ENGINEER

1.1 General.

1.1.1. ENGINEER shall provide for OWNER professional engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as OWNER's professional engineering representative for the Project, providing professional engineering consultation and advice and furnishing customary civil engineering services, including but not limited to, all services required or requested by OWNER in connection with obtaining any permits required by an governmental agency or authority in connection with the project.

1.2 Preliminary Design.

1.2.1 ENGINEER shall provide preliminary design for the project. Upon completion of preliminary design, ENGINEER shall meet with OWNER to review documents. Upon acceptance by OWNER, ENGINEER shall commence with Final Design Documents.

1.3. Final Design Phase.

After written authorization to proceed with the Final Design Phase, ENGINEER shall:

1.3.1 On the basis of the accepted Preliminary Design documents and the revised opinion of probable Total Project Costs prepare for incorporation in the Project Documents final drawings to show the general scope, extent and character of the work to be furnished and performed by Contractor(s) (hereinafter called "Drawings") and Specifications (which will be prepared in conformance with the sixteen division format of the construction specifications Institute).

1.3.2 Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist OWNER in consultations with appropriate authorities.

1.3.3 Advise OWNER of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent or character or design requirements of the Project or Construction Costs. Furnish to OWNER a revised opinion of probable Total Project Costs based on the Drawings and Specifications. Total project

cost for purposes of determining engineering fees excludes mitigation, relocation or any other costs not directly involving the actual construction or building of the project.

1.3.4 Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders (all of which shall be consistent with the forms and pertinent guide sheets prepared by the Engineers Joint Contract Documents Committee), and assist in the preparation of other related documents.

1.3.5 Furnish copies of the above documents and of the Drawings and Specifications and present and review them in person with OWNER.

1.4 Bidding or Negotiating Phase.

After written authorization to proceed with the Bidding or Negotiating Phase, ENGINEER shall:

1.4.1 Assist OWNER in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences and receive and process deposits for Bidding Documents.

1.4.2 Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.

1.4.3 Advise OWNER as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.

1.4.4 Advise OWNER concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

1.4.5 Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

1.5. Construction Phase.

During the Construction Phase:

1.5.1 *General Administration of Construction Contract.* ENGINEER shall consult with and advise OWNER and act as OWNER's representative. All of OWNER's instructions to Contractor(s) will be issued through ENGINEER as instructed by Owner.

1.5.2 *Visits to Site and Observation of Construction.* In connection with observations of the work of Contractor(s) while it is in progress:

1.5.2.1. ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. In addition, ENGINEER shall provide the services of a Resident Project Representative (and assistants) at the site to assist ENGINEER and to provide more continuous observation of such work. Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Project Documents and ENGINEER shall keep OWNER informed of the progress of the work.

1.5.2.2. The Resident Project Representative (and any assistants) will be ENGINEER's agent or employee and under ENGINEER's supervision. The duties and responsibilities of the Resident Project Representative

(and assistants) are set forth in Exhibit A "Duties, Responsibilities and Limitation of Authority of Resident Project Representative".

1.5.2.3. The purpose of Engineer's visits to and representation by the Resident Project Representative (and assistants, if any) at the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Project Documents and that the integrity of the design concept as reflected in the Project Documents has been implemented and preserved by Contractor(s). On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Project Documents.

1.5.3 Defective Work. During such visits and on the basis of such observations, ENGINEER may disapprove of or reject Contractor(s)' work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Project Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Project Documents.

1.5.4 Interpretations and Clarifications. ENGINEER shall issue necessary interpretations and clarifications of the Project Documents and in connection therewith and prepare work directive changes and change orders as required.

1.5.5 Shop Drawings. ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings, samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Project Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

1.5.6 Substitutes. ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).

1.5.7 Inspections and Tests. ENGINEER shall have authority, as OWNER's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Project Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Project Documents).

1.5.8 Disputes between OWNER and Contractor. Engineer shall act as initial interpreter of the requirements of the Project Documents and judge of the acceptability of the work thereunder and make recommendations on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Project Documents pertaining to the execution and progress of the work. To the extent allowable under Mississippi law, ENGINEER shall not be liable for the results of any such interpretations or decisions rendered in good faith.

1.5.9 Applications for Payment. Based on on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:

1.5.9.1. ENGINEER shall determine the amounts owing to Contractor(s) and recommend in writing payment to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of ENGINEER's knowledge, information and belief, the quality of such work is generally in accordance with the Project Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Project Documents and to any other qualifications stated in the recommendation). In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Project Documents).

1.5.9.2. By recommending any payment ENGINEER will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Project Documents. ENGINEER's review of Contractor(s)' work for the purposes of recommending payments will not impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and CONTRACTOR that might affect the amount that should be paid.

1.5.10 Contractor(s)' Completion Documents. ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Project Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Project Documents); and shall transmit them to OWNER with written comments.

1.5.11 Inspections. ENGINEER shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor(s) and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph 1.4.9.2.

1.5.12 Limitation of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained in paragraphs 1.1 thru 1.4.12 inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties and responsibilities assumed by ENGINEER in the Project Documents.

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

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1. Services Requiring Authorization in Advance.

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1 through 2.1.3, inclusive. These services are not included as part of Basic Services; these will be paid for by OWNER, as indicated in Section 3.

2.1.1. Assistance in connection with bid protests, rebidding or renegotiating Project for construction, materials, equipment or services.

2.1.2. Providing any type of property surveys or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

2.1.3. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project.

PERCENTAGE METHOD OF PAYMENT

SECTION 3 - PAYMENTS TO ENGINEER

3.1. Methods of Payment for Services and Expenses of ENGINEER.

3.1.1. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as follows:

3.1.1.1. *Payment to Engineer for Basic Services.* ENGINEER shall be paid the total amount outlined in Exhibit C:

3.1.1.2 ENGINEER shall be paid monthly based upon the percentage complete of the phase of the project on which ENGINEER is working.

3.1.2. *For additional Services.* OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

3.1.2.1. *General.* For Additional Services of ENGINEER's principals and employees engaged directly on the Project and rendered pursuant to paragraph 2.1. (except services as a consultant or witness under paragraph 2.1.3), at standard hourly rates for services rendered by principals and employees assigned to resident project representation, as shown in Exhibit B.

3.1.2.2. *Serving as a Witness.* For services rendered by ENGINEER's principals and employees as consultants or witnesses in any litigation, arbitration or other legal or administrative proceeding in accordance with paragraph 2.1.3. at the rate agreed to by both parties before the start of such additional service.

3.2 Times of Payments.

3.2.1. ENGINEER shall submit statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt undisputed payments in response to ENGINEER's statements in accordance with its claims docket and state law.

SECTION 4 - GENERAL CONSIDERATION

4.1. Termination.

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. The ENGINEER understands that this Contract is voidable by any newly elected City Council upon taking office.

4.2. Reuse of Documents.

All documents including Drawings and Specifications prepared or furnished by ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this Agreement are instruments of service and shall be owned by OWNER, whether or not the project is completed. However, OWNER may not reuse the documents without authorization of ENGINEER and should the OWNER do so, OWNER shall do so at OWNER'S sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's independent professional associates or consultants.

4.3. Insurance.

4.3.1. ENGINEER shall procure and maintain insurance for protection from claims under workers compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.

4.3.2. Also ENGINEER shall procure and maintain professional liability insurance for protection from claims arising out of professional services caused by a negligent error, omission or act for which the insured is legally liable; such professional liability insurance shall provide coverage in the amount of \$1,000,000 and shall name OWNER as an additional insured. ENGINEER shall deliver to OWNER a certificate evidencing the assurance of such a policy.

4.4. Controlling Law.

This Agreement is to be governed by the law of a the State of Mississippi.

4.5. Successors and Assigns.

4.5.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, representatives, administrators and assigns of OWNER and ENGINEER (and to the extent permitted by paragraph 4.5.2. that assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partner successors, executors, administrators and legal representatives (and said assigns) of such other party, respect of all covenants, agreements and obligations of this Agreement.

4.5.2. Neither OWNER nor ENGINEER shall assign sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandate by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in and written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder. ENGINEER may subcontract portions of the services under this Agreement, subject to the written approval of OWNER and reflected on its minutes.

4.5.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

SECTION 5 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES.

- 5.1 This Agreement is subject to the following special provisions.
 - 5.1.1 The Final Design and Construction Phases of this Contract between the City of Gautier and Seymour Engineering, are subject to the availability and amount of funding for this project.
- 5.2 The following Exhibits are attached to and made a part of this Agreement:
 - 5.2.1 Exhibit A Duties, Responsibilities and Limitations of Authority of Resident Project Representative consisting of 3 pages.
 - 5.2.2 Exhibit B Seymour Engineering Man-Hour Fee Schedule, consisting of 1 page.
 - 5.2.3 Exhibit C Payments to Engineer, consisting of 1 page.
 - 5.2.4 Exhibit D Areas Approved for Drainage Work, consisting of 1 page.
- 5.3 This Agreement (consisting of pages 1 to 14, inclusive) together with the Exhibits and Schedules identified above constitute the entire agreement between OWNER and ENGINEER and superseded all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:

DATE:

**PAULA YANCEY, CITY MANAGER
CITY OF GAUTIER**

ADDRESS FOR GIVING NOTICES:

**3330 US-90
GAUTIER, MS 39553**

ENGINEER:

DATE:

**MARK M. SEYMOUR, JR., P.E.
SEYMOUR ENGINEERING**

ADDRESS FOR GIVING NOTICES:

**925 TOMMY MUNRO DRIVE, SUITE G
BILOXI, MISSISSIPPI 39532**

EXHIBIT A
TO AGREEMENT BETWEEN OWNER
AND ENGINEER FOR PROFESSIONAL SERVICES,
(for use with No. 1910-1. 1984 Edition)

A LISTING OF THE DUTIES, RESPONSIBILITIES AND
LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

This is an Exhibit attached to, made a part of and incorporated by reference with the Agreement made on _____, 2020, between the City of Gautier (OWNER) and SEYMOUR ENGINEERING (ENGINEER) providing for professional engineering services.

ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to ENGINEER in observing performance of the work of Contractor.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants. ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR's failure to perform the Work in accordance with the Project Documents.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the Project Contract Documents, and are further limited and described as follows:

A. GENERAL

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of the ENGINEER.

B. DUTIES AND RESPONSIBILITIES OF RPR

1. Schedules: Review the progress schedules, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
2. Conferences and Meetings: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Project Documents; and assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.
 - b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
4. Shop Drawings and Samples:
 - a. Record date of receipt of Shop Drawings and samples.

- b. Receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination.
- c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.

5. Review of Work, Rejection of Defective Work, Inspections and Tests:

- a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Project Documents.
- b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Project Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER or Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.

6. Interpretation of Project Documents: Report to ENGINEER when clarifications and interpretations of the Project Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.

7. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.

8. Records

- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Project Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Project Documents, progress reports, and other Project related documents.
- b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
- c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

9. Reports

- a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.

- c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.
 - d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.
- 10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedures for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site, but not incorporated in the Work.
- 11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Project Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.
- 12. Completion
 - a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
 - b. Conduct final inspection in the company of ENGINEER, OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.
 - c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.
- C. LIMITATIONS OF AUTHORITY - Resident Project Representative:
 - 1. Shall not authorize any deviation from the Project Documents or substitution of materials or equipment, unless authorized by ENGINEER.
 - 2. Shall not exceed limitations of ENGINEER's authority as set forth in the Project Documents.
 - 3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
 - 4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advise or directions are specifically required by the Project Documents.
 - 5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
 - 6. Shall not accept Shop Drawings or sample submittals from anyone other than Contractor.
 - 7. Shall not authorize OWNER to occupy the Project in whole or in part.
 - 8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

EXHIBIT B
STANDARD HOURLY RATES

PRINCIPAL ENGINEER (P.E.).....	\$200.00/HOUR
SENIOR STRUCTURAL/CIVIL ENGINEER (P.E.).....	\$175.00/HOUR
ENGINEER (P.E.).....	\$160.00/HOUR
PROJECT MANAGER.....	\$150.00/HOUR
ENGINEER (E.I.T.).....	\$140.00/HOUR
ENVIRONMENTAL SCIENTIST.....	\$125.00/HOUR
SENIOR ENGINEERING TECHNICIAN.....	\$105.00/HOUR
ENGINEERING TECHNICIAN.....	\$75.00/HOUR
DESIGN/CADD TECHNICIAN.....	\$95.00/HOUR
DRAFTSMAN (CADD).....	\$75.00/HOUR
ADMINISTRATIVE ASSISTANT/SPECIFICATIONS TECHNICIAN.....	\$60.00/HOUR
CLERICAL.....	\$50.00/HOUR
SURVEY TECHNICIAN (P.L.S.).....	\$120.00/HOUR
SURVEY ASSISTANT.....	\$75.00/HOUR
SURVEY CREW (TWO-MAN).....	\$140.00/HOUR
SURVEY CREW (THREE-MAN).....	\$150.00/HOUR
SURVEY CREW (GLOBAL POSITIONING SYSTEM).....	\$150.00/HOUR
HYDROGRAPHIC SURVEY CREW.....	\$175.00/HOUR
BOAT RENTAL AND OPERATOR (minimum 4 hours).....	\$135.00/HOUR

REIMBURSABLE

TRAVEL, LODGING, SHIPPING AND REPRODUCTION COSTS SHALL BE REIMBURSABLE EXPENSES BILLED TO THE PROJECT.

EXHIBIT C
PAYMENTS OF ENGINEER

ENGINEERING FEE SUMMARY

BASIC SERVICES:

ENGINEERING DESIGN.....\$9,600.00

BIDDING PHASE.....\$5,000.00

CONSTRUCTION GENERAL ADMINISTRATION/
RESIDENT PROJECT REPRESENTATIVE.....\$12,500.00

ADDITIONAL SERVICES

TOPOGRAPHIC SURVEY FOR DESIGN.....\$7,000.00

ENGINEERING LUMP SUM FEE TOTAL.....\$34,100.00

EXHIBIT D

NRCS 2020 APPROVED AREAS

AREAS APPROVED FOR DRAINAGE WORK INCLUDE:

1. Martin Bluff Drive – 3,000 ft. of channel blocked by sediment and debris; 300 ft. of new pipe.
2. City Hall – 700 ft. of severe bank erosion.

**CITY OF GAUTIER
Business Agenda Item #4
Fact Sheet**

Council Meeting:
Title:

September 15, 2020
**Consideration for an abatement at 2104 Westgate
Parkway, Gautier, MS. (Brian K. & Matthew T.
Wilson)**

Introduced by:
Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consideration for an abatement at 2104 Westgate Parkway, Gautier, MS. (Brian K. & Matthew T. Wilson) (PID #87341238.000)

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, after proper notice, on or about September 15, 2020, the City Council of Gautier conducted a public hearing relating to possible abatement of a parcel of property located at 2104 Westgate Parkway, Gautier, MS 39553 (further described as PID #87341238.000, as recorded in Deed Book 1739, Page 7, record of official plats on file in the office of the Chancery Clerk of Jackson County, MS); and

WHEREAS, based on the information provided during the hearing, the City Council has concluded that the property in question is in such a state of uncleanness as to be a menace to public health, safety, and welfare of the community;

IT THEREFORE ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, pursuant to Miss. Code Ann. 21-19-11, that municipal employees or contractors are hereby authorized to clean the property located at 2104 Westgate Parkway, Gautier, MS 39553, by cleaning up all debris, outside storage, maintain overgrown property, and secure the exterior of the structure as recommended by the Planning Department.

IT IS FURTHER ORDERED, based on these findings, that the municipality may reenter the property or parcel of land for a period of one (1) year after the hearing without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

IT IS FURTHER ORDERED, that a penalty (is or is not) assessed to the property in the amount of \$_____ (up to \$1500.00 or 50% of the actual cost of cleaning the property).

IT IS FURTHER ORDERED, that the City may, in the discretion of the City Manager, collect the costs or penalties (if applicable) associated with this abatement as a civil debt as provided by Miss. Code Ann. 21-19-11(3), or as an assessment against the property as provided by Miss. Code Ann. 21-19-11(4). If collected as a civil debt, the City Attorney is hereby directed and authorized to institute suit to obtain abatement costs, penalties (if applicable), Court costs, reasonable attorney's fees, and interest, as provided by law.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 15, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 9/9/2020
Subject: Consideration for an abatement at 2104 Westgate Parkway (Brian K. & Matthew T. Wilson)

REQUEST:

Pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11, the City of Gautier, the Mayor and City Council will conduct a public hearing and receive public comment(s) regarding staff's recommendation to clean and clear this private property and close up house for safety issues.

BACKGROUND:

A complaint came from a concerned citizen regarding multiple code violations of the care and maintenance of this property. The code violations were reviewed and substantiated by the City's Code Enforcement Department, and a code violation file was opened against the property on February 21, 2018

The property has been a safety concern for the neighborhood since the beginning of 2018. The inoperable vehicles, outside storage and debris covered the entire property. The owner would attempt to start cleaning up when Code Enforcement would contact him, but the property would revert back to being covered in debris and outside storage shortly after. On September 25, 2018 a citation was issued to the property owner. Code Enforcement tried to contact Mr. Wilson several times about the code violations at this property but could not reach him. The utilities and electricity were disconnected and at that point the property was condemned by the City of Gautier on January 1, 2019. Throughout the rest of the year, very little work was done to clean up the front yard. The garage door is broken and has an old tarp attached to it which allows anyone access into the interior of the house. The back yard is overgrown and covered in debris. On June 29, 2019, Matthew Wilson pled guilty to Care of Premises but has not cleaned up the property as of this date. Code Enforcement has been to the residence to speak with him and has not been able to locate him.

On August 18, 2020 Code Enforcement sent an abatement notice informing the owner of the City's intent to abate the property. Code Enforcement has posted a Public Notice on the property and gathered pictures of the property on August 18, 2020. The vacant property continues to show signs of disrepair and deterioration. Property owners in the vicinity remain concerned with the visible appearance of this property and the unsecured/unsafe structure. Citizens are concerned for the health, safety, and welfare of their neighborhood. The property and City bulletin board have been posted with a copy of the public hearing notice two weeks prior to the scheduled hearing.

DISCUSSION:

The primary goal is to clean up all debris, outside storage, maintain the overgrown property, and secure the exterior of the structure pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11.

RECOMMENDATION:

Staff recommends that City Council approve the abatement as presented and move forward by taking action after the statutory 10-day appeal period from the date of Council action and adjournment.

ATTACHMENTS:

1. Parcel Info
2. Code Case History
3. Abatement Public Notice
4. Abatement Property Notification Letter
5. Pics for Abatement

87341238.000 WILSON BRIAN K & MATTHEW T

PIDN: 87341238.000

GISP: 776.24-03-0035.00

Owner Information

Percent of Ownership: PERCENT_OF

Name: WILSON BRIAN K & MATTHEW T

Name 2:

Mailing Address: 2104 WESTGATE PKWY

GAUTIER MS

39553

Site Address: 2104 WESTGATE PKWY GAUTIER

Land Information

Section: 24

Acreage: .00

Township: 7S

Range: 7W

Street Name WESTGATE
PKWY

Value and Tax Information

Total Assessed Value: 11436

Total Appraised Value: 76240

Improvement Value: 64200

Land Value: 12040

Tax Amount: 1678

SQ FT: 1435 Year Built: 1973

Legal Description

Description: LOT 238 WESTGATE EST S/D PT 3

DB 1739-7 (35 MAP776.24-03)

Deed Book / Page: 1739 / 7

CODE CASE DETAILED REPORT CODE -000109-2018 FOR CITY OF GAUTIER

Case Type: Code	Project:	Opened Date: 02/21/2018
Status: Active	District:	Closed Date: NOT CLOSED
Assigned To: CODE ENFORCEMENT	Description: Overgrown/ vehicles	

Address: 2104 Westgate Pkwy Gautier, MS 39553	Main
---	-------------

Note	Created By	Date and Time Created
1. Talked to resident about violations and she said they will get started on clean up	CODE ENFORCEMENT	2/21/2018 10:36 am
2. Resident has vehicle fixed and of jack stands . He is cleaning up property to come closer to compliance. I will continue to check progress .	CODE ENFORCEMENT	3/27/2018 2:57 pm
3. I talked to owner about utilities and outside storage . I gave him 5 days to fix utilities and till the end of May on yard .	CODE ENFORCEMENT	5/8/2018 3:14 pm
4. The owner has continued to clean up the property . One of the vehicles has been removed and the other should be gone by next week . The owner will go get water turned on next week .	CODE ENFORCEMENT	5/24/2018 12:58 pm
5. The owner has continued to clean up the property and remove debris and vehicles . The house is still not connected to the city utilities . The owner is going to talk to Darlene about this .	CODE ENFORCEMENT	6/20/2018 4:09 pm
6. The owner has paid on his utility bill and has continued cleaning up the property.	JOE FRANKLIN	8/9/2018 1:57 pm
7. I issued Mr. Wilson a citation 9/25/18 for the outside storage and inoperable vehicles in front of house . The court date is 11/26/18.	CODE ENFORCEMENT	9/25/2018 3:22 pm
8. I have gone by several times to talk to Mr Wilson about utilities and no one has been there . I have left door notices each time . Today I left notice about the water giving 5 days to get resolved .	CODE ENFORCEMENT	10/30/2018 9:26 am
9. I went by the location still has outside storage and inoperable vehicles in front of the house . The city utilities are not connected	CODE ENFORCEMENT	11/26/2018 12:25 pm
10. I went by the property and took pics of debris, outside storage and inoperable vehicles on 12/10/18 , 12/13/18 .	CODE ENFORCEMENT	1/2/2019 11:00 am
11. I went by the property and took pictures of all the stuff in front yard	CODE ENFORCEMENT	1/3/2019 2:30 pm
12. The property was condemned for no power and no utilities . the yard has even more stuff in it . Mr. Wilson is at ADC and his girlfriend is cleaning up the yard . I told her no one could be there at night or live there . The only time they could be there is if they are cleaning up .	CODE ENFORCEMENT	1/31/2019 1:54 pm
13. The owner is in prison and his girlfriend has been cleaning up the property during the day .	CODE ENFORCEMENT	5/8/2019 2:13 pm
14. I went out to the property and applied 3rd set of condemned stickers to the property. I received a call from Britney 627-5361 claiming that her and her husband Keith are working for the owner Brian Wilson . They are cleaning up the property and doing repairs .	CODE ENFORCEMENT	9/10/2019 12:28 pm
15. Brian Wilson 281-4117 owner . Susie Campbell Ex-wife 209-5433 I talked to Mrs. Campbell and she will try to reach Mr. Wilson about the property and have him contact me today . I have left text messages for Mr. Wilson and have received response from him .	CODE ENFORCEMENT	10/3/2019 12:34 pm
16. I have tried to contact Mr. Wilson several times about the violations at the property . I will fill out an affidavit for him .	CODE ENFORCEMENT	10/8/2019 11:08 am
17. Matt Wilson pled guilty at 1:30 arraignment 6/29/2020.	CODE ENFORCEMENT	7/1/2020 3:30 pm
18. The property still has debris and trash on it and is still overgrown . The garage door is still broken and the tarp is torn into pieces .	CODE ENFORCEMENT	7/6/2020 2:04 pm

*Mayor
Phil Forjusen*

City of Gautier

Gautier, Mississippi

*City Manager
Paula Yancey*

*City Clerk
Cynthia L. Russell*

*Council
At Large Mary F. Martin
Ward 1 Cameron George
Ward 2 Richard Jackson
Ward 3 Casey C. Vaughan
Ward 4 Charles "Rusty" Anderson
Ward 5 Adam D. Colledge*



*3330 Highway 90
Gautier, MS 39553
Phone: (228) 497-8000
Fax: (228) 497-8028
Email: gautier@gautier-ms.gov
Website: www.gautier-ms.gov*

PUBLIC NOTICE

Public Notice is hereby given by the Mayor and Members of the Gautier City Council that a public hearing will be held at 6:30 PM on **September 15, 2020**, in the Council Chambers of Gautier City Hall, 3330 Hwy 90, Gautier, Mississippi, to determine whether or not the property or parcel of land described below is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community:

2104 WEST GATE PARKWAY

Persons having an interest in said properties are hereby notified that in accordance with 21-19-11 of the Codes of Mississippi of 1972, as amended, the City may upon a finding the property or parcel of land in its existing condition to be a menace to the public health, safety, and welfare of the community, proceed to clean the property or parcel of land as allowed by Mississippi Code 21-19-11. The costs of which may be charged as a lien against such properties to be collected upon sale of the property or through civil proceedings. In addition, an adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of one (1) year after final adjudication without any further hearing if notice is posted on the property or parcel of land and at City Hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

*Mayor
Phil Forjusen*

*City of Gautier
Gautier, Mississippi*

*City Manager
Paula Yancey*

*City Clerk
Cynthia L. Russell*

*Council
At Large Mary F. Martin
Ward 1 Cameron George
Ward 2 Richard Jackson
Ward 3 Casey C. Vaughan
Ward 4 Charles "Rusty" Anderson
Ward 5 Adam D. Colledge*



*3330 Highway 90
Gautier, MS 39553
Phone: (228) 497-8000
Fax: (228) 497-8028
Email: gautier@gautier-ms.gov
Website: www.gautier-ms.gov*

August 18, 2020

Joe Franklin
Code Enforcement Officer
City of Gautier
3330 Hwy 90
Gautier, MS. 39553

Re: 2104 West Gate Parkway
Notice of Public Hearing

To whom it may concern,

The City of Gautier Mayor and City Council has approved and scheduled a public hearing for adjudication for 2104 West Gate Parkway. The hearing will be held at Gautier City Hall, 3330 Hwy 90 Gautier, MS. 39553 on September 15, 2020 at 6:30 P.M. The purpose of this public hearing is to determine whether or not the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community per Mississippi Code Annotated 1972 Title 21, Chapter 19, Section 11.

If at the scheduled hearing, the governing authority decides that the property or parcel of land is in a condition determined to be a menace to the public health, safety, and welfare of the community, the City shall proceed to clean the property or parcel of land by the use of municipal workers or by contract.

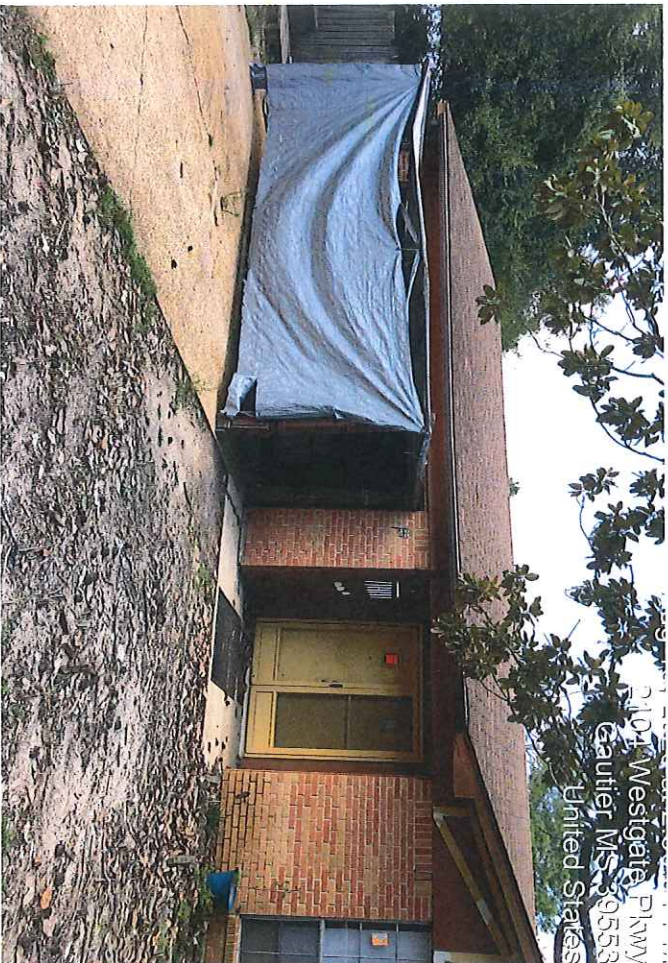
Additionally, the municipality may reenter the property or parcel of land for a period of one (1) year after the adjudication without any further hearings. A notice will be posted on the property or parcel of land and at City Hall or another place in the Municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for clearing/cleaning.

Sincerely,

Joe Franklin
City of Gautier
Code Enforcement Officer



2104 Westgate Pkwy
Gautier, MS 39553
United States



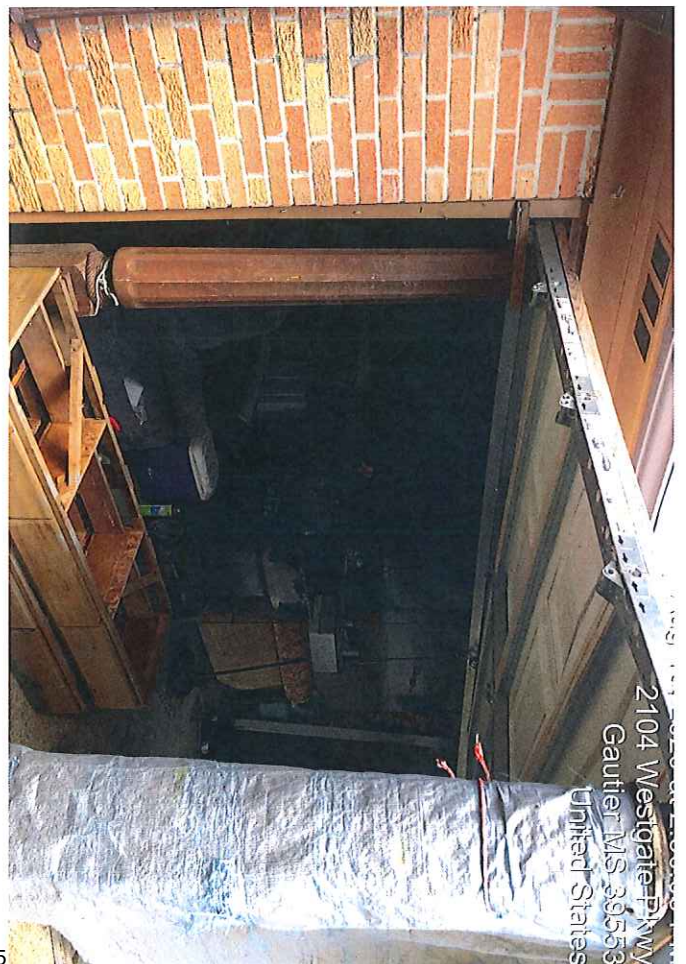
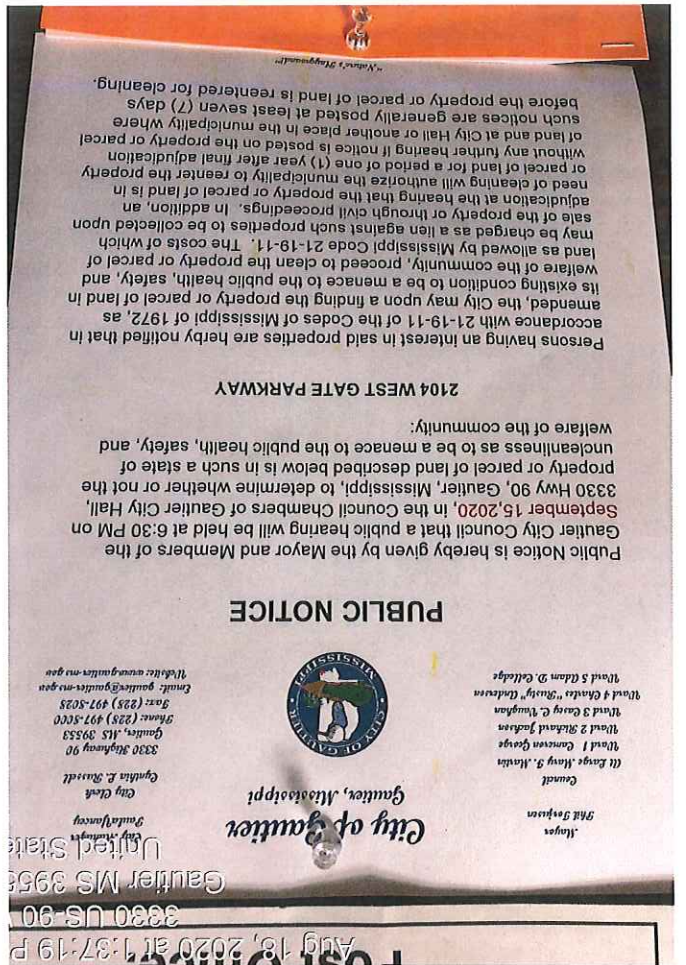
2104 Westgate Pkwy
Gautier, MS 39553
United States



2104 Westgate Pkwy
Gautier, MS 39553
United States



2104 Westgate Pkwy
Gautier, MS 39553
United States





2104 Westgate Pkwy
Gautier MS 39553
United States

CITY OF GAUTIER
Business Agenda Item #5
Fact Sheet

Council Meeting: September 15, 2020
Title: Consideration for an abatement at 1701 Sunrise Drive, Gautier, MS (Greg Hays).
Introduced by:
Contact Person/Telephone Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consideration for an abatement at 1701 Sunrise Drive, Gautier, MS.
 (Greg Hays) (PID #87116018.000)

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, after proper notice, on or about September 15, 2020, the City Council of Gautier conducted a public hearing relating to possible abatement of a parcel of property located at 1701 Sunrise Drive, Gautier, MS 39553 (further described as PID #87116018.000, as recorded in Deed Book 1111, Page 16, record of official plats on file in the office of the Chancery Clerk of Jackson County, MS); and

WHEREAS, based on the information provided during the hearing, the City Council has concluded that the property in question is in such a state of uncleanness as to be a menace to public health, safety, and welfare of the community;

IT THEREFORE ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, pursuant to Miss. Code Ann. 21-19-11, that municipal employees or contractors are hereby authorized to clean the property located at 1701 Sunrise Drive, Gautier, MS 39553, by cleaning and maintaining the overgrown property and remove the unsafe, dilapidated, deteriorating structure as recommended by the Planning Department.

IT IS FURTHER ORDERED, based on these findings, that the municipality may reenter the property or parcel of land for a period of one (1) year after the hearing without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

IT IS FURTHER ORDERED, that a penalty (is or is not) assessed to the property in the amount of \$_____ (up to \$1500.00 or 50% of the actual cost of cleaning the property).

IT IS FURTHER ORDERED, that the City may, in the discretion of the City Manager, collect the costs or penalties (if applicable) associated with this abatement as a civil debt as provided by Miss. Code Ann. 21-19-11(3), or as an assessment against the property as provided by Miss. Code Ann. 21-19-11(4). If collected as a civil debt, the City Attorney is hereby directed and authorized to institute suit to obtain abatement costs, penalties (if applicable), Court costs, reasonable attorney's fees, and interest, as provided by law.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 15, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 9/9/2020
Subject: Consideration for an abatement at 1701 Sunrise Drive (Greg Hays)

REQUEST:

Pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11, the City of Gautier, the Mayor and City Council will conduct a public hearing and receive public comment(s) regarding staff's recommendation to clean this private property and remove the dilapidated, deteriorating, and unsafe structures.

BACKGROUND:

A complaint came from a concerned citizen regarding multiple code violations of the care and maintenance of this property. The code violations were reviewed and substantiated by the City's Code Enforcement Department, and a code violation file was opened against the property on June 20, 2018.

The buildings are illegal nonconforming structures placed in an R-3 zone. Code Enforcement sent a notice to Greg Hays on June 20, 2018 informing him of this violation. After speaking to Mr. Hays on January 23, 2019 Mr. Hays stated that he would have the buildings demolished and the property cleaned. On March 20, 2019 Code Enforcement signed an affidavit for Greg Hays for improper care of premises. After several continuances between July 22, 2019 and July 1, 2020 Mr. Hays was found guilty of improper care of premises. The buildings are dilapidated, deteriorating, and unsafe. Code Enforcement has received numerous complaints about vagrants living in the structures. Greg Hays has agreed several times to remove the buildings from the property since the Code Case was started on June 20, 2018 and has not had them removed.

On August 20, 2020 Code Enforcement sent an abatement notice informing the owner of the City's intent to abate the property. Code Enforcement has posted a Public Notice on the property and gathered pictures of the property on August 20, 2020. The vacant property continues to show signs of disrepair and deterioration. Property owners in the vicinity remain concerned with the visible appearance of this property and the unsecured/unsafe structure. Citizens are concerned for the health, safety, and welfare of their neighborhood. The property and City bulletin board have been posted with a copy of the public hearing notice two weeks prior to the scheduled hearing.

DISCUSSION:

The primary goal is to clean up and maintain the overgrown property and remove the unsafe, dilapidated, deteriorating structure pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11.

RECOMMENDATION:

Staff recommends that City Council approve the abatement as presented and move forward by taking action after the statutory 10-day appeal period from the date of Council action and adjournment.

ATTACHMENTS:

1. Parcel Info
2. Code Case History
3. Abatement Property Notification Letter
4. Abatement Public Notice
5. Pics of Property

87116018.000 HAYS GREG

PIDN: 87116018.000

GISP: 771.12-04-0068.00M

Owner Information

Percent of Ownership: PERCENT_OF

Name: HAYS GREG

Name 2:

Mailing Address: 18500 BUSBY RD

VANCLEAVE MS

39565

Site Address: 1701 SUNRISE DR GAUTIER

Land Information

Section: 12 Acreage: .00

Township: 7S

Range: 7W

Street Name SUNRISE
DR

Value and Tax Information

Total Assessed Value: 2160

Total Appraised Value: 14400

Improvement Value: 7000

Land Value: 7400

Tax Amount: 317

SQ FT: 0 Year Built: 1970

Legal Description

Description: LOTS 21 & 37 SINGING RIVER LAND

S/D DB 1111-16

(68M Map771.12-04)

Deed Book / Page: 1111 / 16

CODE CASE DETAILED REPORT CODE-000260-2018 FOR CITY OF GAUTIER

Case Type: Code	Project:	Opened Date: 06/20/2018
Status: Active	District:	Closed Date: NOT CLOSED
Assigned To: CODE ENFORCEMENT	Description: Overgrown property	

Address: 1701 Sunrise Dr Gautier, MS 39553	Main
---	------

Note	Created By	Date and Time Created
1. Overgrown property with 2 abandon barracks on it . I sent letter to owner. Greg Hays	CODE ENFORCEMENT	6/20/2018 8:58 am
2. Greg Hays 990-5301 18500 Busby Rd. Vancleave -owner	CODE ENFORCEMENT	1/16/2019 11:49 am
3. I left message for Mr. Hays	CODE ENFORCEMENT	1/18/2019 11:07 am
4. I talked to Mr. Hays about his properties on Sunrise and he will get them boarded up to keep people out and look for someone to demo 1701 sun rise.	CODE ENFORCEMENT	1/23/2019 10:03 am
5. I signed an affidavit for Mr. Hays on 3/20/19 and his plea date is 5/6/19 at 1:30	CODE ENFORCEMENT	3/25/2019 3:37 pm
6. A notice was left at Mr Hays's home in VAnCleave 8/9/18 about this property and the home on Santa Crus	CODE ENFORCEMENT	6/18/2019 10:46 am
7. Issued continuance till september 9 2019 . Mr. Hays has to have all the properties on Hasting and Sunrise area mowed and a date for what /when something will happen to the buildings at 1701 sunrise . The Attorney and Mr Hays both agreed to this and understood what needs to happen with these properties from here on .	CODE ENFORCEMENT	7/22/2019 3:38 pm
8. I went by to check the properties and all of them are overgrown .	CODE ENFORCEMENT	7/29/2019 1:55 pm
9. I sent a text message to Mr Hays reminding him about the sept 9 deadline .	CODE ENFORCEMENT	8/19/2019 10:02 am
10. The properties are still overgrown.	CODE ENFORCEMENT	9/3/2019 1:31 pm
11. Court moved to September 30,2019	CODE ENFORCEMENT	9/9/2019 4:01 pm
12. The owner has bush hogged the property	CODE ENFORCEMENT	9/30/2019 2:46 pm
13. The properties have been bush hogged again. I spoke to Mr. Hays about the future plans for the properties and he will call me back on monday to discuss his plans for them. The new court date is Dec.2,2019 at 3:00	CODE ENFORCEMENT	11/14/2019 4:21 pm
14. Mr. Hays lawyer missed court . The cases is rescheduled for 12/9/20. I spoke to Mr.Hays about when the buildings will be removed from the property.	CODE ENFORCEMENT	12/2/2019 3:56 pm
15. Mr. Hays appeared before the Judge on 1/27/2020 and has 90 Days to remove the structures from the property.	CODE ENFORCEMENT	2/25/2020 3:47 pm
16. Mr. Hays was found guilty for Care of Premises because he did not show up for hearing and had not removed the structures from the property. Mr. Hays asked the Court for another continuances but the Court denied it due to the fact that he had received several continuances already.	CODE ENFORCEMENT	7/1/2020 3:31 pm

*Mayor
Phil Forjusen*

City of Gautier

Gautier, Mississippi

*City Manager
Paula Yancey*

*City Clerk
Cynthia L. Russell*

*Council
At Large Mary F. Martin
Ward 1 Cameron George
Ward 2 Richard Jackson
Ward 3 Casey C. Vaughan
Ward 4 Charles "Rusty" Anderson
Ward 5 Adam D. Colledge*



*3330 Highway 90
Gautier, MS 39553
Phone: (228) 497-8000
Fax: (228) 497-8028
Email: gautier@gautier-ms.gov
Website: www.gautier-ms.gov*

August 20, 2020

Joe Franklin
Code Enforcement Officer
City of Gautier
3330 Hwy 90
Gautier, MS. 39553

Re: 1701 Sunrise Drive
Notice of Public Hearing

To whom it may concern,

The City of Gautier Mayor and City Council has approved and scheduled a public hearing for adjudication for 1701 Sunrise Drive. The hearing will be held at Gautier City Hall, 3330 Hwy 90 Gautier, MS. 39553 on September 15, 2020 at 6:30 P.M. The purpose of this public hearing is to determine whether or not the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community per Mississippi Code Annotated 1972 Title 21, Chapter 19, Section 11.

If at the scheduled hearing, the governing authority decides that the property or parcel of land is in a condition determined to be a menace to the public health, safety, and welfare of the community, the City shall proceed to clean the property or parcel of land by the use of municipal workers or by contract.

Additionally, the municipality may reenter the property or parcel of land for a period of one (1) year after the adjudication without any further hearings. A notice will be posted on the property or parcel of land and at City Hall or another place in the Municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for clearing/cleaning.

Sincerely,

Joe Franklin
City of Gautier
Code Enforcement Officer

*Mayor
Phil Forjusen*

*City of Gautier
Gautier, Mississippi*

*City Manager
Paula Yancey*

*City Clerk
Cynthia L. Russell*

*Council
At Large Mary F. Martin
Ward 1 Cameron George
Ward 2 Richard Jackson
Ward 3 Casey C. Vaughan
Ward 4 Charles "Rusty" Anderson
Ward 5 Adam D. Colledge*



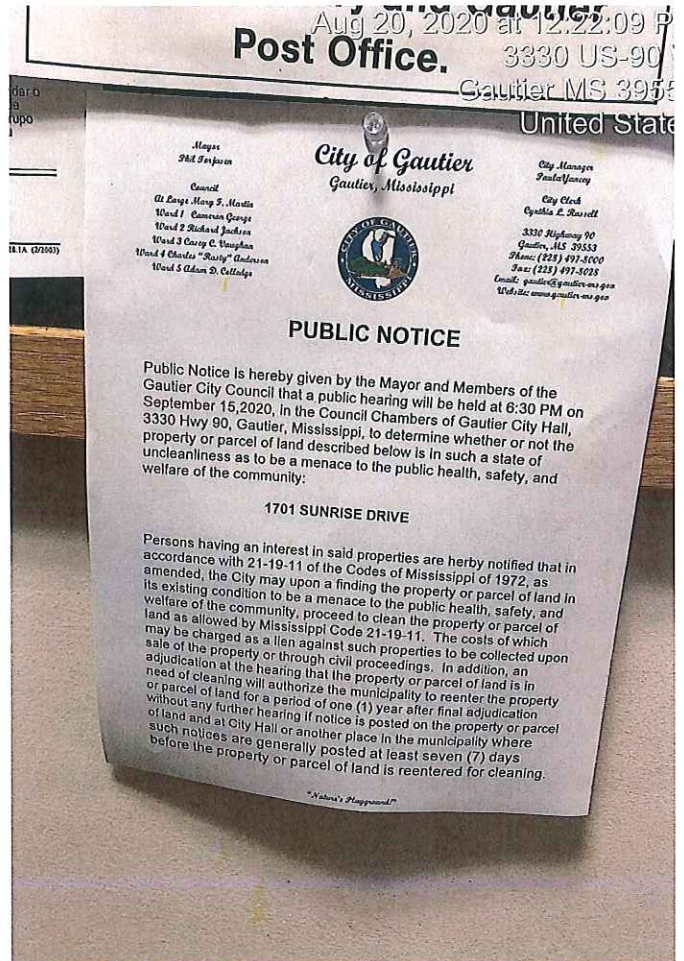
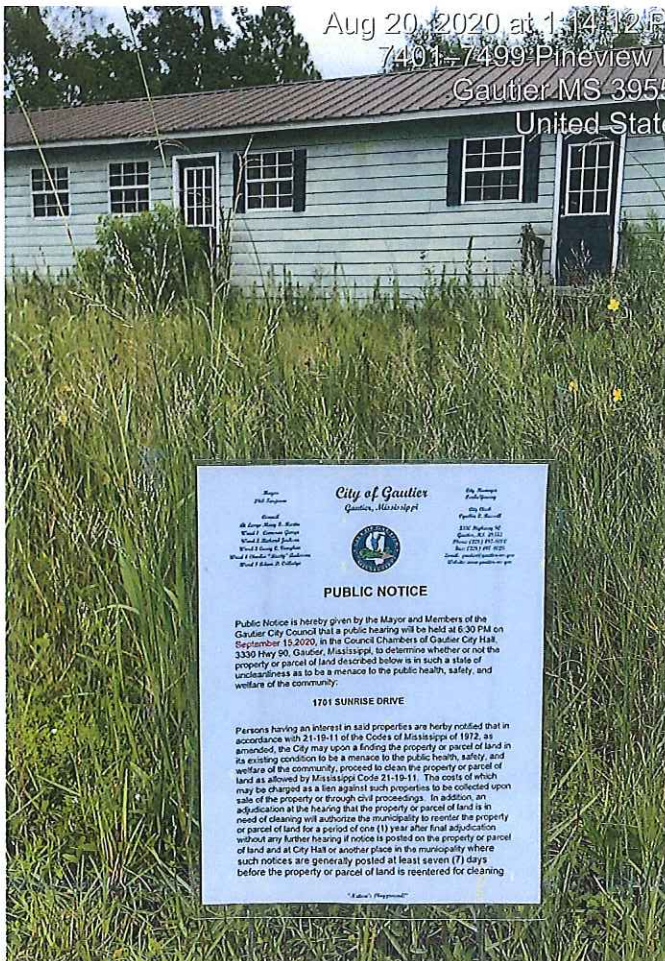
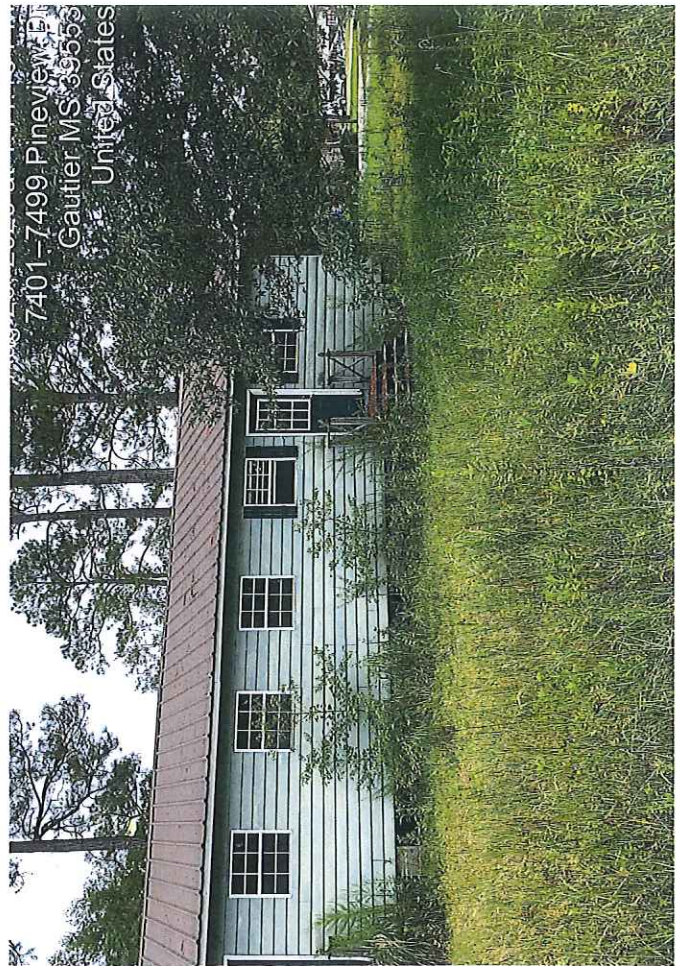
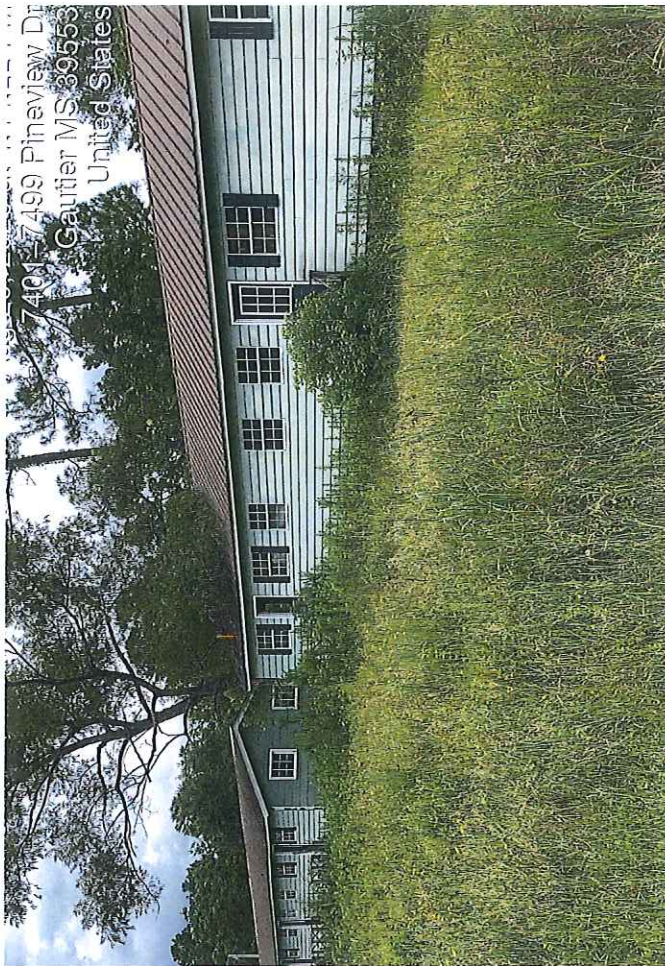
*3330 Highway 90
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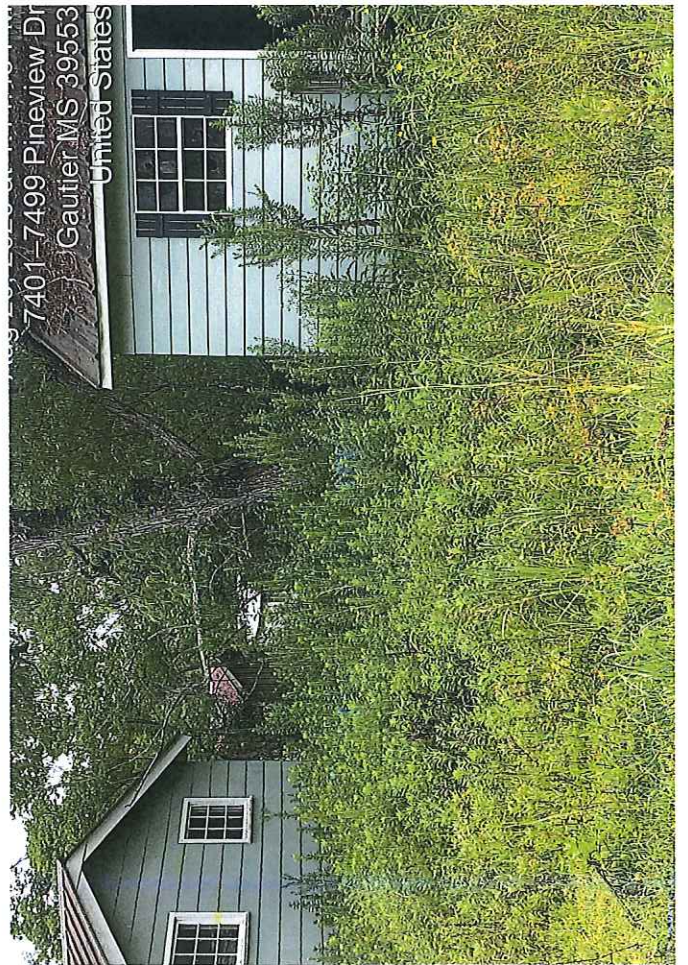
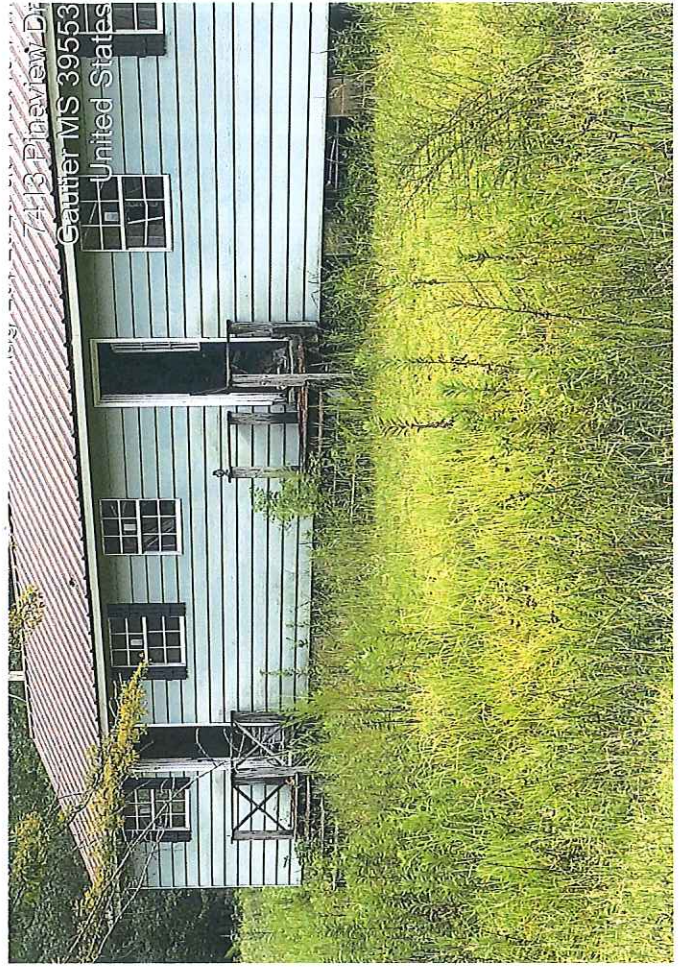
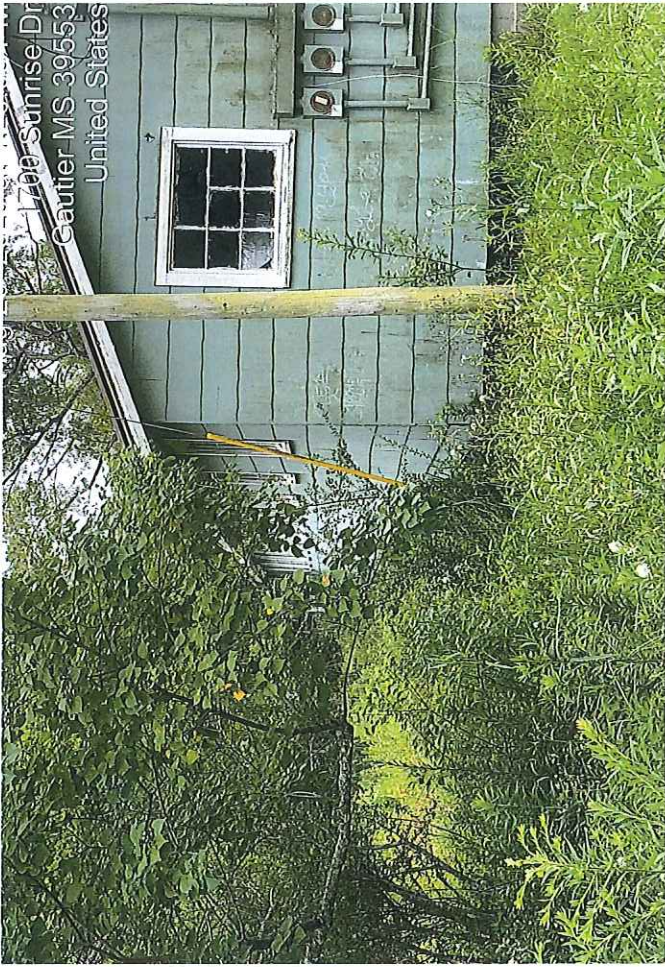
PUBLIC NOTICE

Public Notice is hereby given by the Mayor and Members of the Gautier City Council that a public hearing will be held at 6:30 PM on **September 15, 2020**, in the Council Chambers of Gautier City Hall, 3330 Hwy 90, Gautier, Mississippi, to determine whether or not the property or parcel of land described below is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community:

1701 SUNRISE DRIVE

Persons having an interest in said properties are hereby notified that in accordance with 21-19-11 of the Codes of Mississippi of 1972, as amended, the City may upon a finding the property or parcel of land in its existing condition to be a menace to the public health, safety, and welfare of the community, proceed to clean the property or parcel of land as allowed by Mississippi Code 21-19-11. The costs of which may be charged as a lien against such properties to be collected upon sale of the property or through civil proceedings. In addition, an adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of one (1) year after final adjudication without any further hearing if notice is posted on the property or parcel of land and at City Hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.





CITY OF GAUTIER
Business Agenda Item #6
Fact Sheet

Council Meeting:
Title:

September 15, 2020
Consideration for an abatement at 1108 De La
Pointe Drive, Gautier, MS (James E., Jr. & Jennifer
Jenkins)

Introduced by:
Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consideration for an abatement at 1108 De La Pointe Drive, Gautier, MS. (James E., Jr. & Jennifer Jenkins) (PID #81831320.00)

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

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, after proper notice, on or about September 15, 2020, the City Council of Gautier conducted a public hearing relating to possible abatement of a parcel of property located at 1108 De La Pointe Drive, Gautier, MS 39553 (further described as PID #81831320.000, as recorded in Deed Book 1394, Page 150, record of official plats on file in the office of the Chancery Clerk of Jackson County, MS); and

WHEREAS, based on the information provided during the hearing, the City Council has concluded that the property in question is in such a state of uncleanness as to be a menace to public health, safety, and welfare of the community;

IT THEREFORE ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, pursuant to Miss. Code Ann. 21-19-11, that municipal employees or contractors are hereby authorized to clean the property located at 1108 De La Pointe Drive, Gautier, MS 39553, by cleaning and maintaining the overgrown property, removing the dilapidated, deteriorating, and unsafe accessory structures, including the above ground pool, removing all inoperable vehicles and secure the exterior of the structure as recommended by the Planning Department.

IT IS FURTHER ORDERED, based on these findings, that the municipality may reenter the property or parcel of land for a period of one (1) year after the hearing without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

IT IS FURTHER ORDERED, that a penalty (is or is not) assessed to the property in the amount of \$_____ (up to \$1500.00 or 50% of the actual cost of cleaning the property).

IT IS FURTHER ORDERED, that the City may, in the discretion of the City Manager, collect the costs or penalties (if applicable) associated with this abatement as a civil debt as provided by Miss. Code Ann. 21-19-11(3), or as an assessment against the property as provided by Miss. Code Ann. 21-19-11(4). If collected as a civil debt, the City Attorney is hereby directed and authorized to institute suit to obtain abatement costs, penalties (if applicable), Court costs, reasonable attorney's fees, and interest, as provided by law.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 15, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 9/9/2020
Subject: Consideration for an abatement at 1108 De La Pointe Drive (James E., Jr. & Jennifer Jenkins)

REQUEST:

Pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11, the City of Gautier, the Mayor and City Council will conduct a public hearing and receive public comment(s) regarding staff's recommendation to clean and clear overgrown vegetation of this private property and remove the dilapidated, deteriorating, and unsafe structures.

BACKGROUND:

A complaint came from a concerned citizen regarding multiple code violations of the care and maintenance of this property. The code violations were reviewed and substantiated by the City's Code Enforcement Department, and a code violation file was opened against the property on March 27, 2019

The house caught fire and burned on March 15, 2018. A notice was sent to the owner on March 27, 2019 about the overgrown property, inoperable vehicles, and debris on the property. Code Enforcement contacted the owner on April 1, 2019 to discuss the violations with the property and inquire as to when the owner would resolve these issues. On July 3, 2019 an Affidavit was issued and Mr. Jenkins pled guilty on August 5, 2019 to Improper Care of Premises. Code Enforcement sent a second notice for the violations on the property September 27, 2019. On October 18, 2019 Mr. Jenkins pled guilty to the second Improper Care of Premises. The City has received numerous complaints about the insects and rodents living on the property and the condition of the house has deteriorated more over the last year.

On August 18, 2020 Code Enforcement sent an abatement notice informing the owner of the City's intent to abate the property. Code Enforcement has posted a Public Notice on the property and gathered pictures of the property on August 18, 2020. The vacant property continues to show signs of disrepair and deterioration. Property owners in the vicinity remain concerned with the visible appearance of this property and the unsecured/unsafe structure. Citizens are concerned for the health, safety, and welfare of their neighborhood. The property and City bulletin board have been posted with a copy of the public hearing notice two weeks prior to the scheduled hearing.

DISCUSSION:

The primary goal is to clean up and maintain the overgrown property, remove the unsafe, dilapidated, deteriorating accessory structures including the above ground pool, remove all inoperable vehicles and secure the exterior of the structure pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11.

RECOMMENDATION:

Staff recommends that City Council approve the abatement as presented and move forward by taking action after the statutory 10-day appeal period from the date of Council action and adjournment.

ATTACHMENTS:

1. Parcel Info

2. Code Case History
3. Abatement Property Notification Letter
4. Abatement Public Notice
5. Pics for Abatement

81831320.000 JENKINS JAMES E JR & JENNIFER

PIDN: 81831320.000

GISP: 769.31-03-0040.00

Owner Information

Percent of Ownership: PERCENT_OF

Name: JENKINS JAMES E JR & JENNIFER

Name 2:

Mailing Address: 1108 DE LA POINTE DR

GAUTIER MS

39553

Site Address: 1108 DE LA POINTE DR GAUTIER

Land Information

Section: 31 Acreage: .50

Township: 7S

Range: 6W

Street Name DE LA POINTE
DR

Value and Tax Information

Total Assessed Value: 5070

Total Appraised Value: 50700

Improvement Value: 38780

Land Value: 11920

Tax Amount: 540

SQ FT: 2352 Year Built: 1979

Legal Description

Description: COM SW COR NE1/4 SW1/4
N 108.5' N 87 DEG E 265.6'
N 87 DEG E 20.6' NELY ALG N/M
OLD HWY 90 67.1' TO POB NELY ALG
N/M 87.7' N 250.7' S 87 DEG W
87.7' S 248.75' TO POB
DB 1394-150 (40 MAP769.31-03)

Deed Book / Page: 1394 / 150

CODE CASE DETAILED REPORT CODE -000623-2019 FOR CITY OF GAUTIER

Case Type: Code	Project:	Opened Date: 03/27/2019
Status: Active	District:	Closed Date: NOT CLOSED
Assigned To: CODE ENFORCEMENT	Description: inop vehicles	

Parcel: 81831320.000	Main	Address: 1108 De La Pointe Dr Gautier, MS 39553	Main	Zone: R-1 (Residential - Single Family)
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Note	Created By	Date and Time Created
1. I sent a notice to the owner about the inoperable vehicles and utility trailer with debris on it in the front yard. The house burned several months ago and haven't seen any progress on cleaning it up .	CODE ENFORCEMENT	3/27/2019 10:47 am
2. I talked to the owner Mr. Jenkins 238-4758	CODE ENFORCEMENT	4/1/2019 12:33 pm
3. I went by and checked the property for any progress on clean up . The owner has not done any clean up yet .	CODE ENFORCEMENT	7/31/2019 12:11 pm
4. The owner has started cleaning up the property	CODE ENFORCEMENT	8/6/2019 3:06 pm
5. The owner has mowed part of the yard .	CODE ENFORCEMENT	8/12/2019 4:36 pm
6. Mr. Jenkins pled guilty to charges on 8/5/19	CODE ENFORCEMENT	8/14/2019 4:06 pm
7. I sent another notice to the owner giving him till October 15th to have the property cleaned up and vehicles removed .	CODE ENFORCEMENT	9/27/2019 3:41 pm
8. The vehicles are still there and back yard is still overgrown	CODE ENFORCEMENT	10/21/2019 2:07 pm
9. The second affidavit was signed 10/22/2019. Mr. Jenkins was served with summons to appear on 11/18/2019. Mr. Jenkins was found guilty and paid the fine for second offense.	CODE ENFORCEMENT	11/19/2019 11:58 am

*Mayor
Phil Forjusen*

City of Gautier

Gautier, Mississippi

*City Manager
Paula Yancey*

*City Clerk
Cynthia L. Russell*

*Council
At Large Mary F. Martin
Ward 1 Cameron George
Ward 2 Richard Jackson
Ward 3 Casey C. Vaughan
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Ward 5 Adam D. Colledge*



*3330 Highway 90
Gautier, MS 39553
Phone: (228) 497-8000
Fax: (228) 497-8028
Email: gautier@gautier-ms.gov
Website: www.gautier-ms.gov*

August 18, 2020

Joe Franklin
Code Enforcement Officer
City of Gautier
3330 Hwy 90
Gautier, MS. 39553

Re: 1108 De La Pointe Drive
Notice of Public Hearing

To whom it may concern,

The City of Gautier Mayor and City Council has approved and scheduled a public hearing for adjudication for 1108 De Le Pointe Drive. The hearing will be held at Gautier City Hall, 3330 Hwy 90 Gautier, MS. 39553 on September 15, 2020 at 6:30 P.M. The purpose of this public hearing is to determine whether or not the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community per Mississippi Code Annotated 1972 Title 21, Chapter 19, Section 11.

If at the scheduled hearing, the governing authority decides that the property or parcel of land is in a condition determined to be a menace to the public health, safety, and welfare of the community, the City shall proceed to clean the property or parcel of land by the use of municipal workers or by contract.

Additionally, the municipality may reenter the property or parcel of land for a period of one (1) year after the adjudication without any further hearings. A notice will be posted on the property or parcel of land and at City Hall or another place in the Municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for clearing/cleaning.

Sincerely,

Joe Franklin
City of Gautier
Code Enforcement Officer

*Mayor
Phil Forjusen*

*City of Gautier
Gautier, Mississippi*

*City Manager
Paula Yancey*

*City Clerk
Cynthia L. Russell*

*Council
At Large Mary F. Martin
Ward 1 Cameron George
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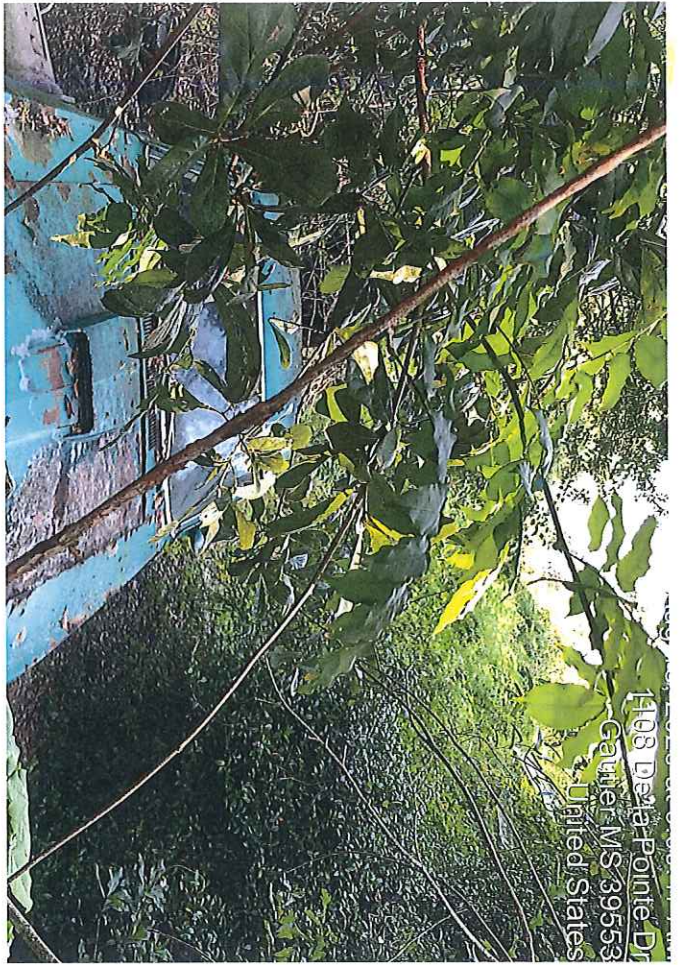
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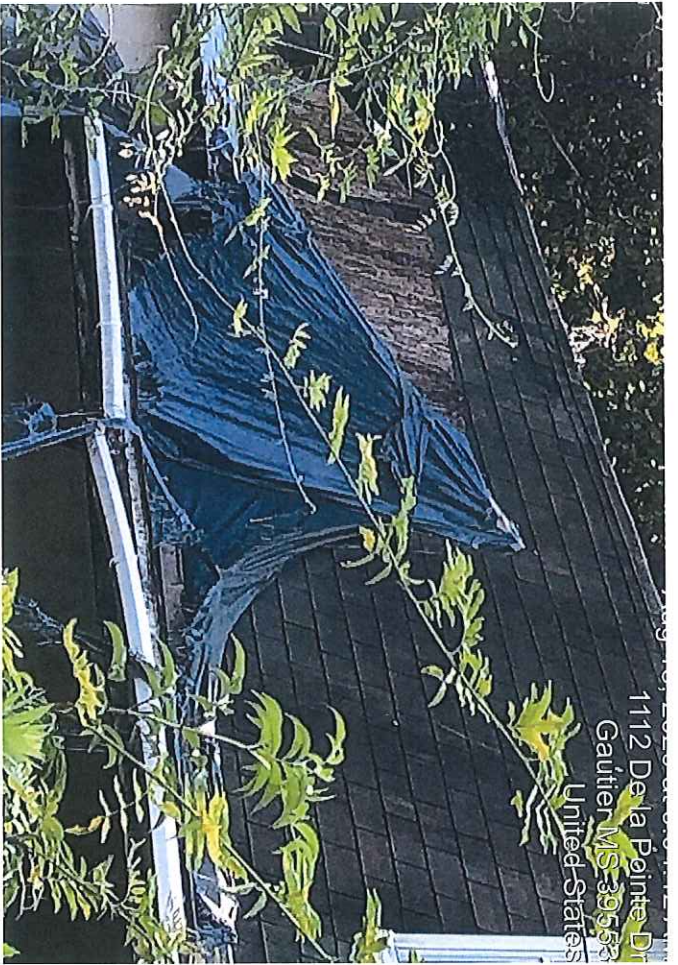
PUBLIC NOTICE

Public Notice is hereby given by the Mayor and Members of the Gautier City Council that a public hearing will be held at 6:30 PM on **September 15, 2020**, in the Council Chambers of Gautier City Hall, 3330 Hwy 90, Gautier, Mississippi, to determine whether or not the property or parcel of land described below is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community:

1108 DE LA POINTE DRIVE

Persons having an interest in said properties are hereby notified that in accordance with 21-19-11 of the Codes of Mississippi of 1972, as amended, the City may upon a finding the property or parcel of land in its existing condition to be a menace to the public health, safety, and welfare of the community, proceed to clean the property or parcel of land as allowed by Mississippi Code 21-19-11. The costs of which may be charged as a lien against such properties to be collected upon sale of the property or through civil proceedings. In addition, an adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of one (1) year after final adjudication without any further hearing if notice is posted on the property or parcel of land and at City Hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.





1112 De la Pointe Dr
Gautier, MS 39553
United States



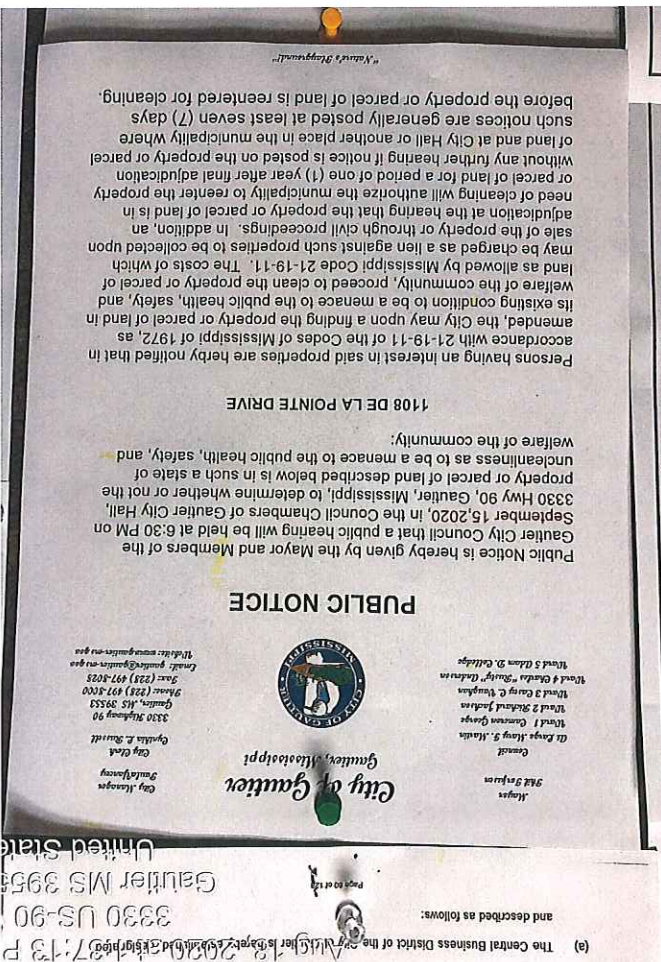
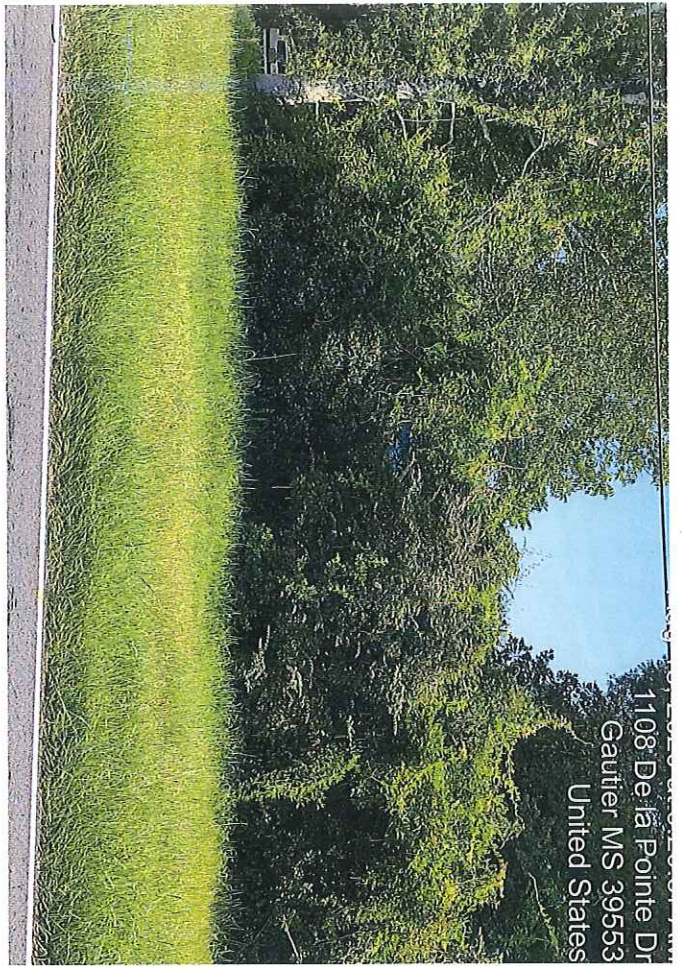
1112 De la Pointe Dr
Gautier, MS 39553
United States

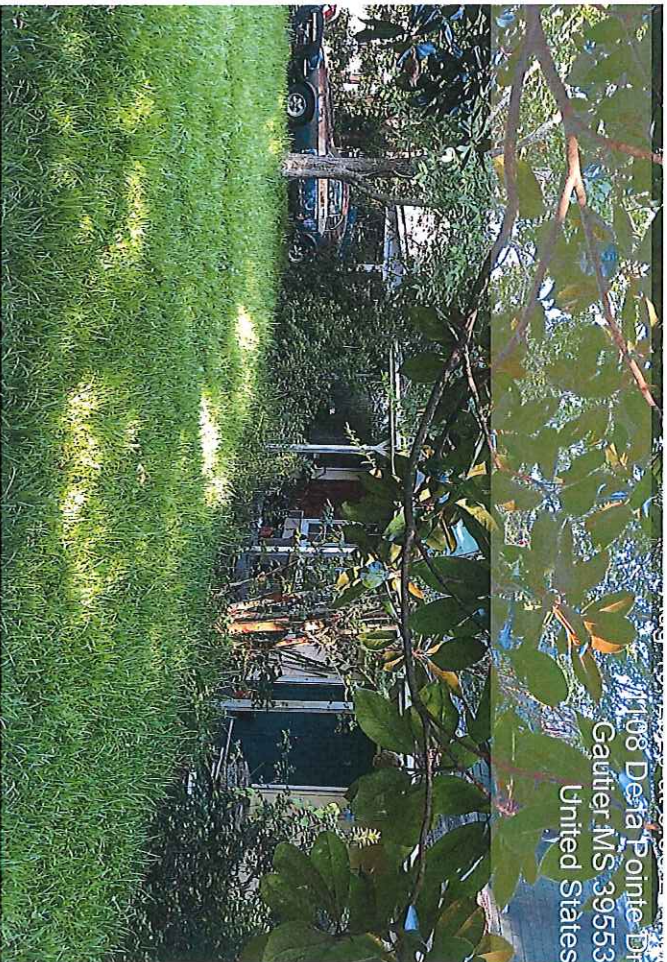
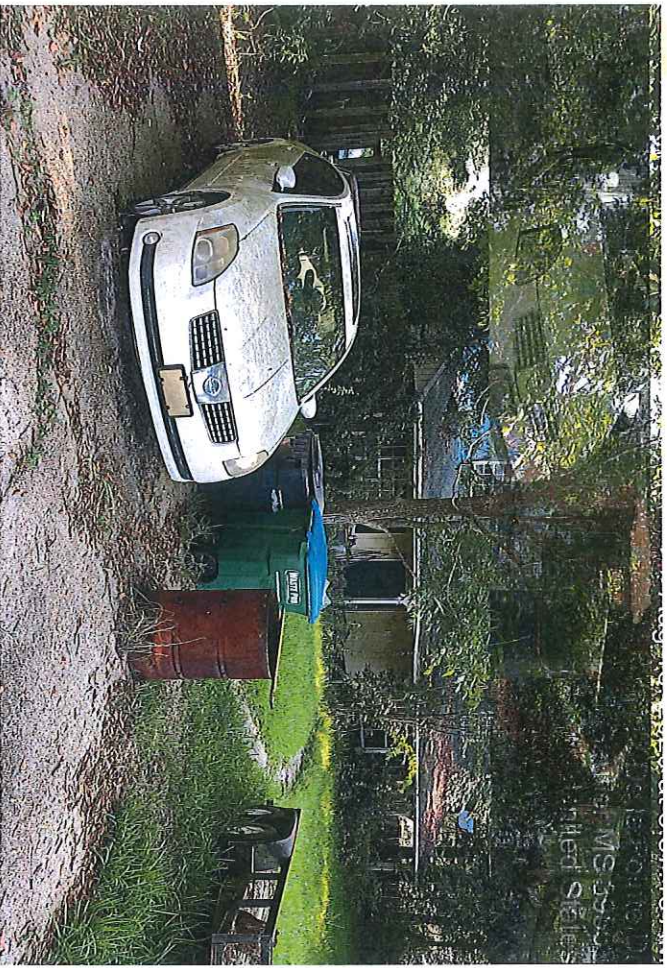


1112 De la Pointe Dr
Gautier, MS 39553
United States



1112 De la Pointe Dr
Gautier, MS 39553
United States





CITY OF GAUTIER
Business Agenda Item #7
Fact Sheet

Council Meeting: September 15, 2020
Title: Consideration for a variance at 2606 Calle de Feliz, allowing a twenty-eight foot (28') front setback that would allow an accessory building to be located in front of the principal use in a R-1 Low Density Single-Family Residential Zoning District. This variance would create a need for an eighteen-foot (18') variance from the front property line. (GPC Case #20-13-VAR)

Introduced by:
Contact Person/Telephone Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consideration for a variance at 2606 Calle de Feliz, allowing a twenty-eight foot (28') front setback that would allow an accessory building to be located in front of the principal use in a R-1 Low Density Single-Family Residential Zoning District. This variance would create a need for an eighteen-foot (18') variance from the front property line. (GPC Case #20-13-VAR)

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract	☐
Minutes	☐
Plan Maps	☐
Order/Public Hearing	☒
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 homeowner of 2606 Calle De Feliz, (PID# 85181156.000) has requested a variance to allow a twenty-eight foot (28') front setback that would allow an accessory building to be located in front of the principal use in a R-1 Low Density Single-Family Residential Zoning District. This variance would create a need for an eighteen-foot (18') variance from the front property line; and

WHEREAS, the property is zoned R-1 Low Density Single-Family Residential. The property owner has placed a 25' x 18' metal carport on the front side of the property without obtaining the proper permit. Because the metal carport is not attached to the home, it is considered an accessory building. According to the Unified Development Ordinance, accessory buildings must be located behind the main structure front building line; and

WHEREAS, The property owner requests a variance to the minimum front setbacks for accessory structures in a R-1 Low Density Single-Family Residential District which requires accessory structures to be located behind the main structure front building line .The accessory building is currently located twenty-eight feet (28') from the front building line. This variance would create a need for an eighteen-foot (18') variance from the front property line.

WHEREAS, the Mayor and Councilmembers hereby find that all criteria under Section 4.18.4 of the Unified Development Ordinance (have or have not) been met in this case;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City Council hereby (adopts or denies) the Gautier Planning Commission's recommendation to approve a variance to allow a twenty-eight foot (28') front setback that would allow an accessory building in front of the principal use, along with the necessary eighteen foot (18') variance from the front property line to be located in a R-1 Low Density Single-Family Residential District at PID# 85181156.000;

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

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 September 15, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 9/9/2020

Subject: Consider a request for a twenty-eight foot (28') variance to front set-back requirements that would allow an accessory building to be located in front of the principal use in a R-1 Low Density Single-Family Residential Zoning District. This variance would create a need for an eighteen-foot (18') variance from the front property line. 2606 Calle de Feliz, (GPC #20-13-VAR)

REQUEST:

The Planning Department has received a request from LaVonna Dyanne Eriksen for a twenty-eight foot (28') variance to front set-back requirements that would allow an accessory building to be located in front of the principal use in a R-1 Low Density Single-Family Residential Zoning District at 2606 Calle de Feliz, PID #85181156.000. This variance would create a need for an eighteen-foot (18') variance from the front property line. The application fee of \$175 was paid on June 29, 2020. All public notice requirements have been met.

BACKGROUND:

The request property is zoned R-1 Low Density Single-Family Residential. The property owner has placed a 25' x 18' metal carport on her property without obtaining the proper permit. Because the metal carport is not attached to her home it is considered an accessory building. According to our Unified Development Ordinance, accessory buildings must be located behind the main structure front building line and the carport is currently located in front of her residence. The applicant is requesting a twenty-eight foot (28') variance to front set-back requirements for accessory buildings.

If approved the variance would place the carport seven feet (7') from the front property line creating a need for an eighteen-foot (18') variance from the front property line. The front yard setback requirement for a principal structure is twenty-five feet (25').

DISCUSSION:

The applicant requests a variance to the minimum front setbacks for accessory structures in a R-1 Low Density Single-Family Residential District which requires accessory structures to be located behind the main structure front building line. The accessory building is currently located twenty-eight feet (28') from the front building line. If approved this variance would create a need for an eighteen-foot (18') variance from the front property line.

The applicant states that the carport is to protect her vehicle from harsh weather conditions and to make it easier for her to get in and out of her vehicle on rainy days.

DETERMINATION OF APPLICABLE LAW:

The Unified Development Ordinance (UDO) defines Variances as:

A Variance is a relaxation of the terms of the Unified Development Ordinance where such Variance will not be contrary to the public interest and where, owing to conditions peculiar to the property, a literal enforcement of the Ordinance would result in an unnecessary or undue hardship. As used in this Ordinance, a Variance is

authorized only for height, area and size of structure, or size of yards, separation of uses, open spaces, off-street parking spaces and some subdivision of property. The establishment or expansion of a use not permitted shall not be allowed by Variance.

The UDO defines Hardship as:

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

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

The UDO defines Setback as:

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

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

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

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

UDO SECTION 4.18: Variance

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

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

4.18.1 Who May Initiate

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

4.18.2 Application for Variance

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

4.18.3 Administrative Variances

The following dimensional variances may be granted by the Economic Development Director at his/her discretion (Note: Within the COR, Corridor Overlay District, applicants shall be required to mitigate a

requested dimensional variance in accordance with the Tier Land Use Provisions in Section 5.11):

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

30% of required setbacks from property lines

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

That literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of this Ordinance;

That the special conditions and circumstances do not result from actions of the applicant; and

That granting the Variance requested will not confer upon the applicant any special privilege that is denied by this Ordinance to other similar sites (lots or parcels) structures or buildings in the same district.

RECOMMENDATION:

The Planning Commission recommends City Council approve the variance pending the fact that it meets City codes, proper permits are obtained and inspections are passed.

The City Council may:

Approve variance request as presented;

Approve the variance request with changes; or

Deny variance request.

ATTACHMENTS:

1. Excerpt GPC Meeting 9.3.20 (GPC 20-13-VAR)
2. Complete Packet 20-13-VAR

Excerpt from September 3, 2020 Planning Commission Meeting:

The Planning Department has received a request from LaVonna Dyanne Eriksen for a twenty-eight foot (28') variance to front set-back requirements that would allow an accessory building to be located in front of the principal use in a R-1 Low Density Single-Family Residential Zoning District at 2606 Calle de Feliz, This variance would create a need for an eighteen-foot (18') variance from the front property line. (GPC Case No. 20-13-VAR)

Scott Ankerson, Planning Director, gave a brief overview of the case noting that the applicant was actually requesting two variances: one to place an accessory building in front of the principal use and another variance to place the accessory building closer to the front property line than the required twenty-five feet (25').

Mr. Ankerson advised there were two other cases on the agenda that were very similar to this one and they were brought to Staff's attention when someone called about getting a permit to place a metal carport on his property. The proposed carport would be located in front of the house. The caller was told he would not be allowed to place the carport in front of the principal use without a variance. The caller then advised Staff that there were several carports recently erected that were located in front of the house. Staff spoke with these property owners and advised them they would need to apply for a variance for approval to leave the carport where it was or tear the carport down.

Mr. Ankerson advised Commissioners that Staff would begin researching others in the area to see if they were permitted or perhaps grandfathered in.

REQUEST:

The Planning Department has received a request from LaVonna Dyanne Eriksen for a twenty-eight foot (28') variance to front set-back requirements that would allow an accessory building to be located in front of the principal use in a R-1 Low Density Single-Family Residential Zoning District at 2606 Calle de Feliz, PID #85181156.000. This variance would create a need for an eighteen-foot (18') variance from the front property line. The application fee of \$175 was paid on June 29, 2020. All public notice requirements have been met.

BACKGROUND:

The request property is zoned R-1 Low Density Single-Family Residential. The property owner has placed a 25' x 18' metal carport on her property without obtaining the proper permit. Because the metal carport is not attached to her home it is considered an accessory building. According to our Unified Development Ordinance, accessory buildings must be located behind the main structure front building line and the carport is currently located in front of her residence. The applicant is requesting a twenty-eight foot (28') variance to front set-back requirements for accessory buildings.

If approved the variance would place the carport seven feet (7') from the front property line creating a need for an eighteen-foot (18') variance from the front property line. The front yard setback requirement for a principal structure is twenty-five feet (25').

DISCUSSION:

The applicant requests a variance to the minimum front setbacks for accessory structures in a R-1 Low Density Single-Family Residential District which requires accessory structures to be located behind the main structure front building line. The accessory building is currently located twenty-eight feet (28') from the front building line. If approved this variance would create a need for an eighteen-foot (18') variance from the front property line.

The applicant states that the carport is to protect her vehicle from harsh weather conditions and to make it easier for her to get in and out of her vehicle on rainy days.

DETERMINATION OF APPLICABLE LAW:

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

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

The UDO defines **Hardship** as:

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

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

The UDO defines **Setback** as:

SETBACK: (SEE YARD) The minimum horizontal distance between the lot or property line and the nearest front, side or rear line of the building as measured to the outside face

at the enclosing wall or in structures lacking walls (as in the case of a carport) to the face of the supporting columns and beams. Setback does not include roof overhangs, except that they shall not encroach on more than fifty (50) percent of the required setback.

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

UDO SECTION 4.18: Variance

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

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

4.18.1 Who May Initiate

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

4.18.2 Application for Variance

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

4.18.3 Administrative Variances

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

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

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

RECOMMENDATION & CONCLUSION:

Staff has been presented with no evidence or information indicating that the variance criteria listed in UDO Article IV Section 4.18.4 A through D have been met. If recommending approval, Planning Commission shall record a “Finding of Fact” regarding the “Criteria for Approval” from the UDO as listed above.

The Planning Commission may:

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

John Schaefer stated that he lives with the applicant and that the carport was built in March of 2019. He and the applicant had questioned the contractor about obtaining a permit prior to the placement of the metal carport. They were told by the contractor that a permit was not needed.

Commissioner Jamison asked Mr. Ankerson if it was the responsibility of the homeowner or the contractor to pull the permit.

Mr. Ankerson stated if the homeowner hired a licensed contractor it was the contractor’s responsibility to pull the permit and to know the applicable laws. If the homeowner applies

for the permit then it is the responsibility of the homeowner to know the rules and regulations.

Mr. Ankerson also noted that often the home owner asks the wrong person if they need a permit. Usually they will ask the carport company and the carport company hires people from all over to put the carports up and there are different rules for different areas. For instance, in the county a permit wouldn't be required to put up the carport. With all the different people involved it is easy to make mistakes regarding permits and restrictions.

Commissioner Davis stated that one of his concerns was the anchoring of the carport.

Mr. Ankerson advised him that, if approved, the applicant would have to turn in engineered plans showing the anchoring methods and specifications showing that the structure would meet the 140 mph wind load requirement for accessory structures in the City of Gautier. Staff would then inspect the structure to make sure that the carport was built to the specifications on file.

Commissioner Jamison asked if an approval of this variance would set a precedent for others wanting to place a metal carport in front of their home.

Chairman Wooten stated that anyone wanting to put one of these metal carports in front of the principal use would have to ask for a variance just as these applicants were having to do. He noted that he would like to discuss making changes to the ordinance regarding these metal carports or somehow notifying citizens what the requirements were for placing these carports on their property.

Commissioner Ward asked if placement of these metal carports would affect insurance costs/ratings for the City.

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

ACTION TAKEN:

Chairman Wooten made a motion to recommend approval of the variance pending the fact that it meets City codes, proper permits are obtained and inspections are passed.

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

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

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

September 3, 2020

GPC #20-13-VAR

2606 Calle de Feliz

VII. NEW BUSINESS

1. CONSIDER A REQUEST FOR A TWENTY-EIGHT FOOT (28') VARIANCE TO FRONT SET-BACK REQUIREMENTS THAT WOULD ALLOW AN ACCESSORY BUILDING TO BE LOCATED IN FRONT OF THE PRINCIPAL USE IN A R-1 LOW DENSITY SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT. THIS VARIANCE WOULD CREATE A NEED FOR AN EIGHTEEN-FOOT (18') VARIANCE FROM THE FRONT PROPERTY LINE. 2606 CALLE DE FELIZ, (GPC #20-13-VAR)

GAUTIER PUBLIC HEARING PROCESS (PLANNING COMMISSION)

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

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

**CITY OF GAUTIER
STAFF REPORT**

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: August 18, 2020

Subject: Consider a request for a twenty-eight foot (28') variance to front set-back requirements that would allow an accessory building to be located in front of the principal use in a R-1 Low Density Single-Family Residential Zoning District. This variance would create a need for an eighteen-foot (18') variance from the front property line. 2606 Calle de Feliz, (GPC #20-13-VAR)

REQUEST:

The Planning Department has received a request from LaVonna Dyanne Eriksen for a twenty-eight foot (28') variance to front set-back requirements that would allow an accessory building to be located in front of the principal use in a R-1 Low Density Single-Family Residential Zoning District at 2606 Calle de Feliz, PID #85181156.000. This variance would create a need for an eighteen-foot (18') variance from the front property line. The application fee of \$175 was paid on June 29, 2020. All public notice requirements have been met.

BACKGROUND:

The request property is zoned R-1 Low Density Single-Family Residential. The property owner has placed a 25' x 18' metal carport on her property without obtaining the proper permit. Because the metal carport is not attached to her home it is considered an accessory building. According to our Unified Development Ordinance, accessory buildings must be located behind the main structure front building line and the carport is currently located in front of her residence. The applicant is requesting a twenty-eight foot (28') variance to front set-back requirements for accessory buildings.

If approved the variance would place the carport seven feet (7') from the front property line creating a need for an eighteen-foot (18') variance from the front property line. The front yard setback requirement for a principal structure is twenty-five feet (25').

DISCUSSION:

The applicant requests a variance to the minimum front setbacks for accessory structures in a R-1 Low Density Single-Family Residential District which requires accessory structures to be located behind the main structure front building line. The

accessory building is currently located twenty-eight feet (28') from the front building line. If approved this variance would create a need for an eighteen-foot (18') variance from the front property line.

The applicant states that the carport is to protect her vehicle from harsh weather conditions and to make it easier for her to get in and out of her vehicle on rainy days.

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UDO SECTION 4.18: Variance

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RECOMMENDATION & CONCLUSION:

Staff has been presented with no evidence or information indicating that the variance criteria listed in UDO Article IV Section 4.18.4 A through D have been met. If recommending approval, Planning Commission shall record a "Finding of Fact" regarding the "Criteria for Approval" from the UDO as listed above.

The Planning Commission may:

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

ATTACHMENTS:

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

GAUTIER, MISSISSIPPI
PLANNING DEPARTMENT
PUBLIC HEARING APPLICATION

Public Hearing Number

20-13-VAR

TO BE HEARD BY GAUTIER PLANNING COMMISSION:

FEE:

Zoning Change	_____	\$300.00
Major Development	_____	\$100.00
Variance	<u>X</u>	\$175.00
Appeal to Staff Decision	_____	\$100.00

Name of Applicant : LAYONNA DYANNE ERIKSEN

Name of Business: _____ Phone: 228 497-8123

Property Address: 2606 Calle de Feliz Mailing Address (if Different): _____

E-Mail Address: DYANNE1973@ATT.NET

Reason for request, location and intended use of Property: to protect my vehicle
See attached letter

ATTACHMENTS REQUIRED AS APPLICABLE:

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

Signature of Applicant: Layonna D. Eriksen

Date of Application: 6/29/2020

FOR OFFICE USE ONLY

Date Received 6-29-2020 Verify as Complete DA/BL

Fee Amount Received 175.00 Initials of Employee Receiving Application DA/BL

85181156.000 ERIKSEN LAVONNA D

PIDN: 85181156.000

GISP: 871.02-04-0151.00

Owner Information

Percent of Ownership: 100

Name: ERIKSEN LAVONNA D

Name 2:

Mailing Address: 2606 CALLE DE FELIZ
GAUTIER MS
39553

Site Address: 2606 CALLE DE FELIZ GAUTIER

Land Information

Section: 02 Acreage: .00

Township: 8S

Range: 7W

Street Name CALLE DE FELIZ

Value and Tax Information

Total Assessed Value: 3586

Total Appraised Value: 35860

Improvement Value: 31610

Land Value: 4250

Tax Amount: 0

SQ FT: 1105 Year Built: 1974

Legal Description

Description: LOT 92 DE LA FOREST S/D PT 2-B
PB 14-4 DB 1020-442
(151 MAP871.02-04)

Deed Book / Page: 1020 / 442

85181156.000 ERIKSEN LAVONNA D



LaVonna Dyanne Erikson
2606 Calle De Feliz
Gautier, MS 39553
228-806-0379

June 29, 2020

City of Gautier
Planning Department
Dustin Alexander
3330 US-90
Gautier, MS 39553

Dear Sir:

I have put up a carport to protect my vehicle from the harsh weather conditions that we have in Mississippi. It is also safer for me to get in and out of my vehicle during rainy days. I am in my seventies and it is medically safer for me to have a carport.

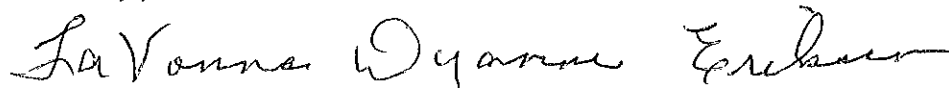
The detailed project narrative is to put up a carport on my existing driveway with the dimensions of 18X26X7. The company that installed the carport was Eagle Carports, 1101 Cecille St., Gulfport, Mississippi, 228-324-7809.

Enclosed is my building permit application, site plan of property not to scale, original Eagle Carport legal description of carport, and Engineering plans of my carport from Eagle Carports, 210 Airport Road, Mt. Airy, NC 27030, 800-579-8589. The Engineering plans that I have covers up to Maximum 30' -0" Wide and 16'-0" Height. These plans will cover the size of my carport. I have also enclosed a check of \$175.00 with this letter.

Please forgive me and allow me to humbly keep my carport. I did not know that a permit was needed. I specifically asked Eagle Carports representative Larry Oetker if I needed a permit and he told me **NO**. I apologize for the inconvenience and trouble that this has caused the City of Gautier.

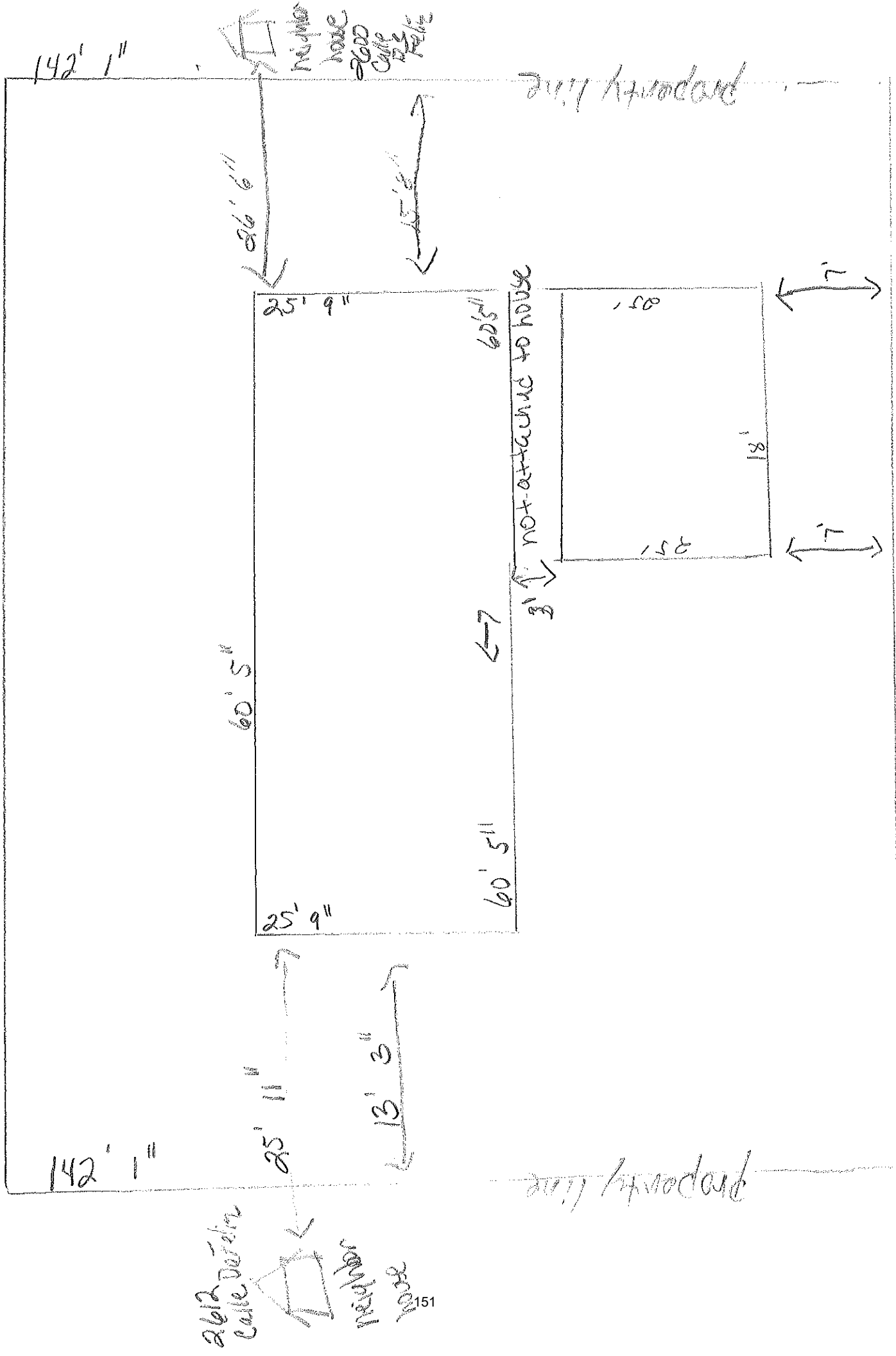
If there is anything else that you need, please do not hesitate to contact me at your convenience.

Sincerely yours,



LaVonna D. Eriksen

↑ N
not to scale
Calle De Feliz



Calle De Feliz street

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

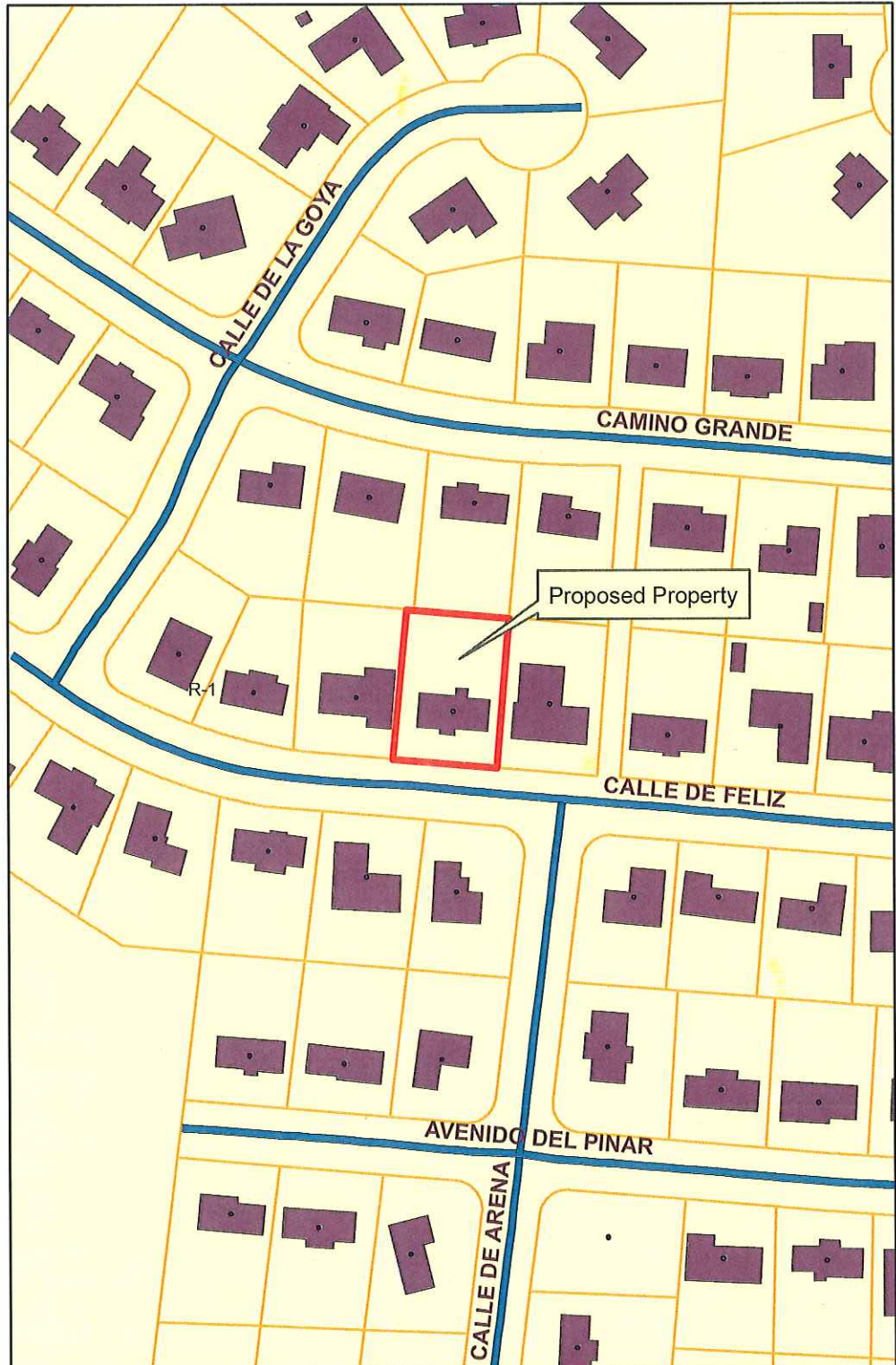


Exhibit C

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

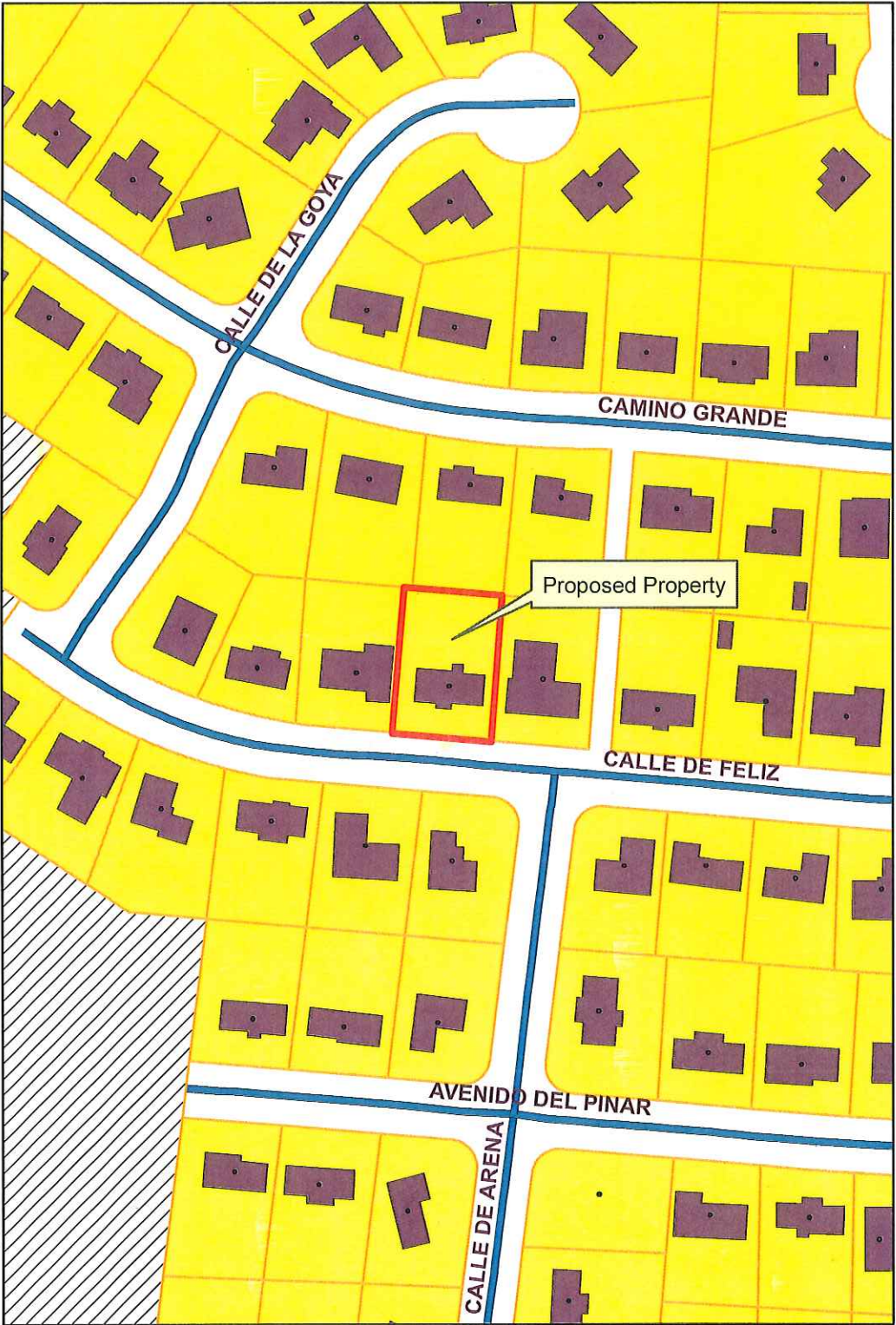


Exhibit D Future Land-Use

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



CITY OF GAUTIER
Business Agenda Item #8
Fact Sheet

Council Meeting: September 15, 2020
Title: Consideration for a variance at 2518 Calle de Feliz, allowing a fourteen-foot six-inch (14'6") variance to front set-back requirements that would allow an accessory building to be located in front of the principal use in a R-1 Low Density Single-Family Residential Zoning District. (GPC #20-14-VAR)

Introduced by:
Contact Person/Telephone Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consideration for a variance at 2518 Calle de Feliz, allowing a fourteen-foot six-inch (14'6") variance to front set-back requirements that would allow an accessory building to be located in front of the principal use in a R-1 Low Density Single-Family Residential Zoning District. (GPC #20-14-VAR)

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract	☐
Minutes	☐
Plan Maps	☐
Order/Public Hearing	☒
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 homeowner of 2518 Calle De Feliz, (PID# 85181121.000) has requested a variance to allow a fourteen-foot six-inch (14'6") front set-back that would allow an accessory building to be located in front of the principal use in a R-1 Low Density Single-Family Residential Zoning District; and

WHEREAS, the property is zoned R-1 Low Density Single-Family Residential. The property owner has placed a 25' x 18' metal carport on the front side of the property without obtaining the proper permit. Because the metal carport is not attached to the home, it is considered an accessory building. According to the Unified Development Ordinance, accessory buildings must be located behind the main structure front building line; and

WHEREAS, the property owner requests a variance to the minimum front setbacks for accessory structures in a R-1 Low Density Single-Family Residential District which requires accessory structures to be located behind the main structure front building line. The accessory building is currently located fourteen feet six inches (14'6") from the front building line. The applicant states that the carport is to protect her vehicle from harsh weather conditions and to make it easier for her to get in and out of her vehicle on rainy days.

WHEREAS, the Mayor and Councilmembers hereby find that all criteria under Section 4.18.4 of the Unified Development Ordinance (have or have not) been met in this case;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City Council hereby (adopts or denies) the Gautier Planning Commission's recommendation to approve a variance to allow a fourteen-foot six-inch (14'6") front set-back that would allow an accessory building to be located in front of the principal use in a R-1 Low Density Single-Family Residential District at PID# 85181121.000;

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

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 September 15, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 9/9/2020
Subject: Consider a request for a fourteen foot six inch (14'6") variance to front set-back requirements that would allow an accessory building to be located in front of the principal use in a R-1 Low Density Single-Family Residential Zoning District. 2518 Calle de Feliz, (GPC #20-14-VAR)

REQUEST:

The Planning Department has received a request from Laurine M. Clayton for a fourteen foot six inch (14'6") variance to front set-back requirements that would allow an accessory building to be located in front of the principal use in a R-1 Low Density Single-Family Residential Zoning District at 2518 Calle de Feliz, PID #85181121. The application fee of \$175 was paid on June 29, 2020. All public notice requirements have been met.

BACKGROUND:

The request property is zoned R-1 Low Density Single-Family Residential. The property owner has placed a 25' x 18' metal carport on her property without obtaining the proper permit. Because the metal carport is not attached to her home it is considered an accessory building. According to our Unified Development Ordinance, accessory buildings must be located behind the main structure front building line and the carport is currently located in front of her residence. The applicant is requesting a fourteen foot six inch (14'6") variance to front set-back requirements for accessory buildings.

DISCUSSION:

The applicant requests a variance to the minimum front setbacks for accessory structures in a R-1 Low Density Single-Family Residential District which requires accessory structures to be located behind the main structure front building line. The accessory building is currently located fourteen feet six inches (14'6") from the front building line.

The applicant states that the carport is to protect her vehicle from harsh weather conditions and to make it easier for her to get in and out of her vehicle on rainy days.

DETERMINATION OF APPLICABLE LAW:

The Unified Development Ordinance (UDO) defines Variances as:

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

The UDO defines Hardship as:

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

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

The UDO defines Setback as:

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

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

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

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

UDO SECTION 4.18: Variance

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

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

4.18.1 Who May Initiate

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

4.18.2 Application for Variance

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

4.18.3 Administrative Variances

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

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

30% of required setbacks from property lines

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

That special conditions and circumstances exist which are peculiar to this particular site (lot or parcel),

structure or building involved and which are not applicable to other sites (lots or parcels) or structures or buildings in the same district;

That literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of this Ordinance;

That the special conditions and circumstances do not result from actions of the applicant; and

That granting the Variance requested will not confer upon the applicant any special privilege that is denied by this Ordinance to other similar sites (lots or parcels) structures or buildings in the same district.

RECOMMENDATION:

The Planning Commission recommends that City Council approve the variance pending the fact that it meets City codes and wind loads, proper permits are obtained and inspections are passed.

The City Council may:

Approve the variance request as presented;

Approve the variance requests with changes; or

Deny variance request.

ATTACHMENTS:

1. Complete Packet 20-14-VAR
2. Excerpt GPC Meeting 9.3.20 (GPC 20-14-VAR)

Excerpt from September 3, 2020 Planning Commission Meeting:

The Planning Department has received a request from Laurine M. Clayton for a fourteen foot six inch (14'6") variance to front set-back requirements that would allow an accessory building to be located in front of the principal use in a R-1 Low Density Single-Family Residential Zoning District at 2518 Calle de Feliz. (GPC Case No. 20-14-VAR)

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

REQUEST:

The Planning Department has received a request from Laurine M. Clayton for a fourteen foot six inch (14'6") variance to front set-back requirements that would allow an accessory building to be located in front of the principal use in a R-1 Low Density Single-Family Residential Zoning District at 2518 Calle de Feliz, PID #85181121. The application fee of \$175 was paid on June 29, 2020. All public notice requirements have been met.

BACKGROUND:

The request property is zoned R-1 Low Density Single-Family Residential. The property owner has placed a 25' x 18' metal carport on her property without obtaining the proper permit. Because the metal carport is not attached to her home it is considered an accessory building. According to our Unified Development Ordinance, accessory buildings must be located behind the main structure front building line and the carport is currently located in front of her residence. The applicant is requesting a fourteen foot six inch (14'6") variance to front set-back requirements for accessory buildings.

DISCUSSION:

The applicant requests a variance to the minimum front setbacks for accessory structures in a R-1 Low Density Single-Family Residential District which requires accessory structures to be located behind the main structure front building line. The accessory building is currently located fourteen feet six inches (14'6") from the front building line.

The applicant states that the carport is to protect her vehicle from harsh weather conditions and to make it easier for her to get in and out of her vehicle on rainy days.

DETERMINATION OF APPLICABLE LAW:

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

A Variance is a relaxation of the terms of the Unified Development Ordinance where such Variance will not be contrary to the public interest and where, owing to conditions peculiar to the property, a literal enforcement of the Ordinance would result in an unnecessary or undue hardship. As used in this Ordinance, a Variance is authorized only for height, area and size of structure, or size of yards, separation

of uses, open spaces, off-street parking spaces and some subdivision of property. The establishment or expansion of a use not permitted shall not be allowed by Variance.

The UDO defines **Hardship** as:

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

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

The UDO defines **Setback** as:

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

- A. **SETBACK, FRONT:** The yard area extending along the full width of a front lot line between side lot lines and from the front lot line to the front building line in depth.
- B. **SETBACK, REAR:** The yard area extending across the full width of the lot and lying between the rear lot line and the nearest line of the building. Rear-yard depth shall be measured at right angles to the rear line of the lot.
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UDO SECTION 4.18: Variance

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

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

4.18.1 Who May Initiate

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

4.18.2 Application for Variance

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

4.18.3 Administrative Variances

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

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

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

RECOMMENDATION & CONCLUSION:

Staff has been presented with no evidence or information indicating that the variance criteria listed in UDO Article IV Section 4.18.4 A through D have been met. If

recommending approval, Planning Commission shall record a "Finding of Fact" regarding the "Criteria for Approval" from the UDO as listed above.

The Planning Commission may:

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

Laurine Clayton stated that her carport was built in June of 2019. She said she had spoken with neighbors that had a metal carport in regards to when they got theirs and how well they held up against storms. She inquired if they needed a permit and was told no. She advised Commissioners that she paid extra to have extra anchors and steel, and had also paid \$850.00 for engineered plans that she had given to the Planning Department with her application for the variance.

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

ACTION TAKEN:

Commissioner Green made a motion to recommend approval of the variance pending the fact that it meets City codes and wind loads, proper permits are obtained and inspections are passed.

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

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

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

September 3, 2020

GPC #20-14-VAR

2518 Calle de Feliz

VII. NEW BUSINESS

1. CONSIDER A REQUEST FOR A FOURTEEN FOOT SIX INCH (14'6") VARIANCE TO FRONT SET-BACK REQUIREMENTS THAT WOULD ALLOW AN ACCESSORY BUILDING TO BE LOCATED IN FRONT OF THE PRINCIPAL USE IN A R-1 LOW DENSITY SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT. 2518 CALLE DE FELIZ, (GPC #20-14-VAR)

GAUTIER PUBLIC HEARING PROCESS (PLANNING COMMISSION)

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

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

**CITY OF GAUTIER
STAFF REPORT**

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: August 20, 2020

Subject: Consider a request for a fourteen foot six inch (14'6") variance to front set-back requirements that would allow an accessory building to be located in front of the principal use in a R-1 Low Density Single-Family Residential Zoning District. 2518 Calle de Feliz, (GPC #20-14-VAR)

REQUEST:

The Planning Department has received a request from Laurine M. Clayton for a fourteen foot six inch (14'6") variance to front set-back requirements that would allow an accessory building to be located in front of the principal use in a R-1 Low Density Single-Family Residential Zoning District at 2518 Calle de Feliz, PID #85181121. The application fee of \$175 was paid on June 29, 2020. All public notice requirements have been met.

BACKGROUND:

The request property is zoned R-1 Low Density Single-Family Residential. The property owner has placed a 25' x 18' metal carport on her property without obtaining the proper permit. Because the metal carport is not attached to her home it is considered an accessory building. According to our Unified Development Ordinance, accessory buildings must be located behind the main structure front building line and the carport is currently located in front of her residence. The applicant is requesting a fourteen foot six inch (14'6") variance to front set-back requirements for accessory buildings.

DISCUSSION:

The applicant requests a variance to the minimum front setbacks for accessory structures in a R-1 Low Density Single-Family Residential District which requires accessory structures to be located behind the main structure front building line. The accessory building is currently located fourteen feet six inches (14'6") from the front building line.

The applicant states that the carport is to protect her vehicle from harsh weather conditions and to make it easier for her to get in and out of her vehicle on rainy days.

DETERMINATION OF APPLICABLE LAW:

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4.18.2 Application for Variance

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- B. 30% of required setbacks from property lines

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The Variance application shall demonstrate the following:

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

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

RECOMMENDATION & CONCLUSION:

Staff has been presented with no evidence or information indicating that the variance criteria listed in UDO Article IV Section 4.18.4 A through D have been met. If recommending approval, Planning Commission shall record a "Finding of Fact" regarding the "Criteria for Approval" from the UDO as listed above.

The Planning Commission may:

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

ATTACHMENTS:

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

GAUTIER, MISSISSIPPI
PLANNING DEPARTMENT
PUBLIC HEARING APPLICATION

Public Hearing Number

20-14 VAR

TO BE HEARD BY GAUTIER PLANNING COMMISSION:

FEE:

Zoning Change	_____	\$300.00
Major Development	_____	\$100.00
Variance	<u>X</u>	\$175.00
Appeal to Staff Decision	_____	\$100.00

Name of Applicant : Laurine M Clayton
Name of Business: _____ Phone: 270-776-7534
Property Address: 2518 Calle De Feliz Mailing Address (if Different): _____
E-Mail Address: laurine.larue@yahoo.com

Reason for request, location and intended use of Property: to put my car/truck under a carport. Extend life and value of vehicle from weather conditions

ATTACHMENTS REQUIRED AS APPLICABLE:

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

Signature of Applicant: Laurine M Clayton Date of Application: 6-29-20

FOR OFFICE USE ONLY

Date Received 6-29-2020 Verify as Complete DA/BR

Fee Amount Received 175.00 Initials of Employee Receiving Application DA/BR

Laurine M. Clayton
2518 Calle De Feliz
Gautier, MS 39553
270-776-7534

June 29, 2020

City of Gautier
Planning Department
Dustin Alexander
3330 US-90
Gautier, MS 39553

Dear Sir:

I have put up a carport to protect my vehicle from the harsh weather conditions that we have in Mississippi. It is also safer for me to get in and out of my vehicle during rainy days.

The detailed project narrative is to put up a carport on my existing driveway with the dimensions of 18X26X7. The company that installed the carport was Eagle Carports, 1101 Cecille St., Gulfport, Mississippi, 228-324-7809.

Enclosed is my building permit application, site plan of property not to scale, original Eagle Carport legal description of carport, and Engineering plans of my carport from Eagle Carports, 210 Airport Road, Mt. Airy, NC 27030, 800-579-8589.

Please forgive me and allow me to humbly keep my carport. I did not know that a permit was needed. I specifically asked Eagle Carports representative Larry Oetker if I needed a permit and he told me **NO**. I apologize for the inconvenience and trouble that this has caused the City of Gautier.

If there is anything else that you need, please do not hesitate to contact me at your convenience.

Sincerely yours,

A handwritten signature in black ink that reads "Laurine M. Clayton". The signature is written in a cursive, flowing style.

Laurine M. Clayton

RIDN # 85181121.000

2518 Calle De Feliz
Lawrence Clayton

Not to Scale
N

141' 0"

22' 8"
from Neighbors
House
2524 Calle De Feliz

9' 8"

22' 9"

58' 0"

24' 0"

not attached
to structure

12' 8"

9' 10"

34' 0"

33' 9"

11' 8"

24' 9"
from 2518 Calle De Feliz

Property Line 141' 0"

Property Line

24' 3"

18'

25'

24' 3"

79' 6"

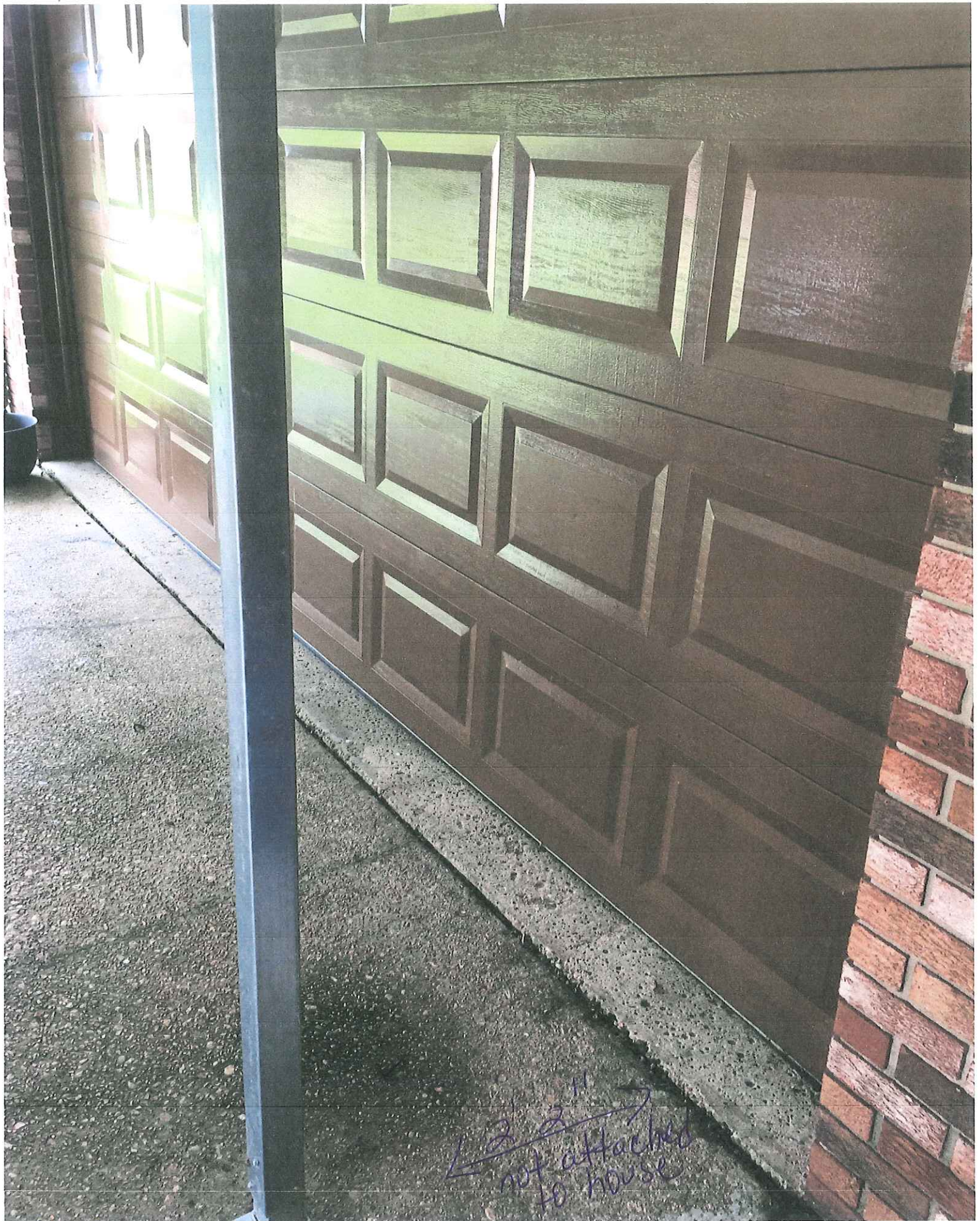




Right side ¹⁷⁵ View

2518 Calle De Feliz

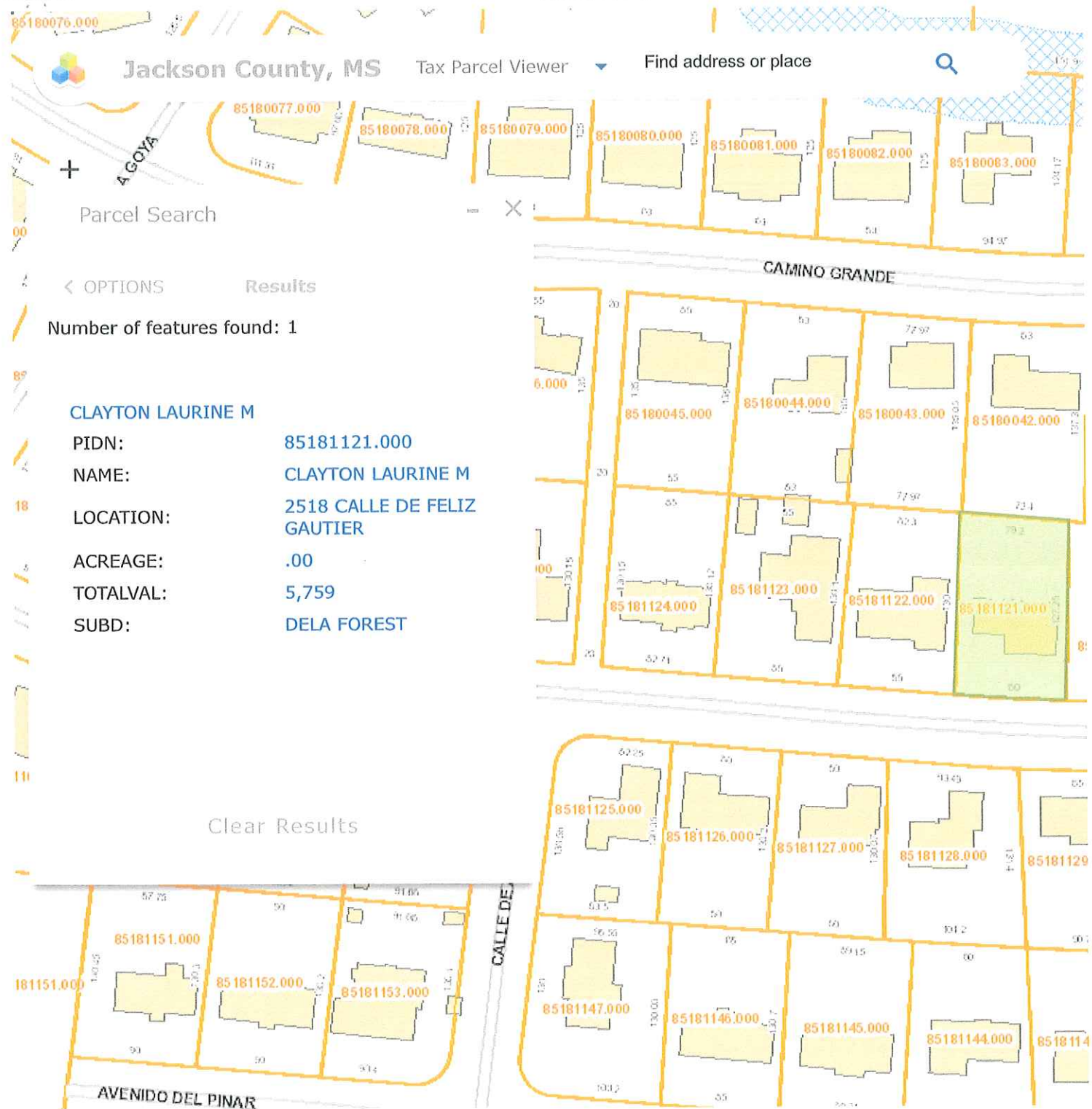




2' 2" from house
not attached

177
Front left side view

2518 Calle De Feliz



1,041,464.355 318,961.719 Feet

100ft

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

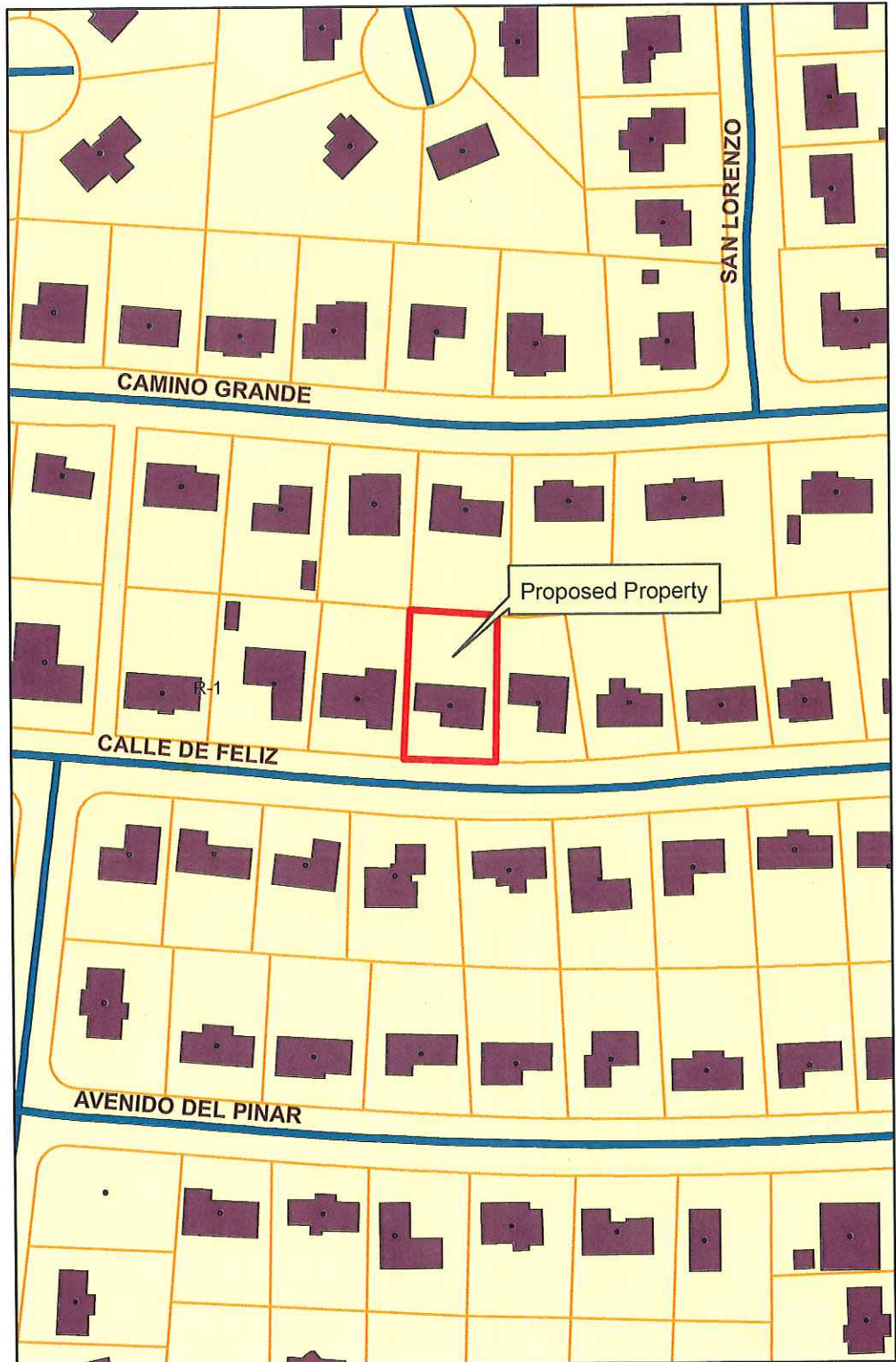


Exhibit C Existing Land-Use

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:

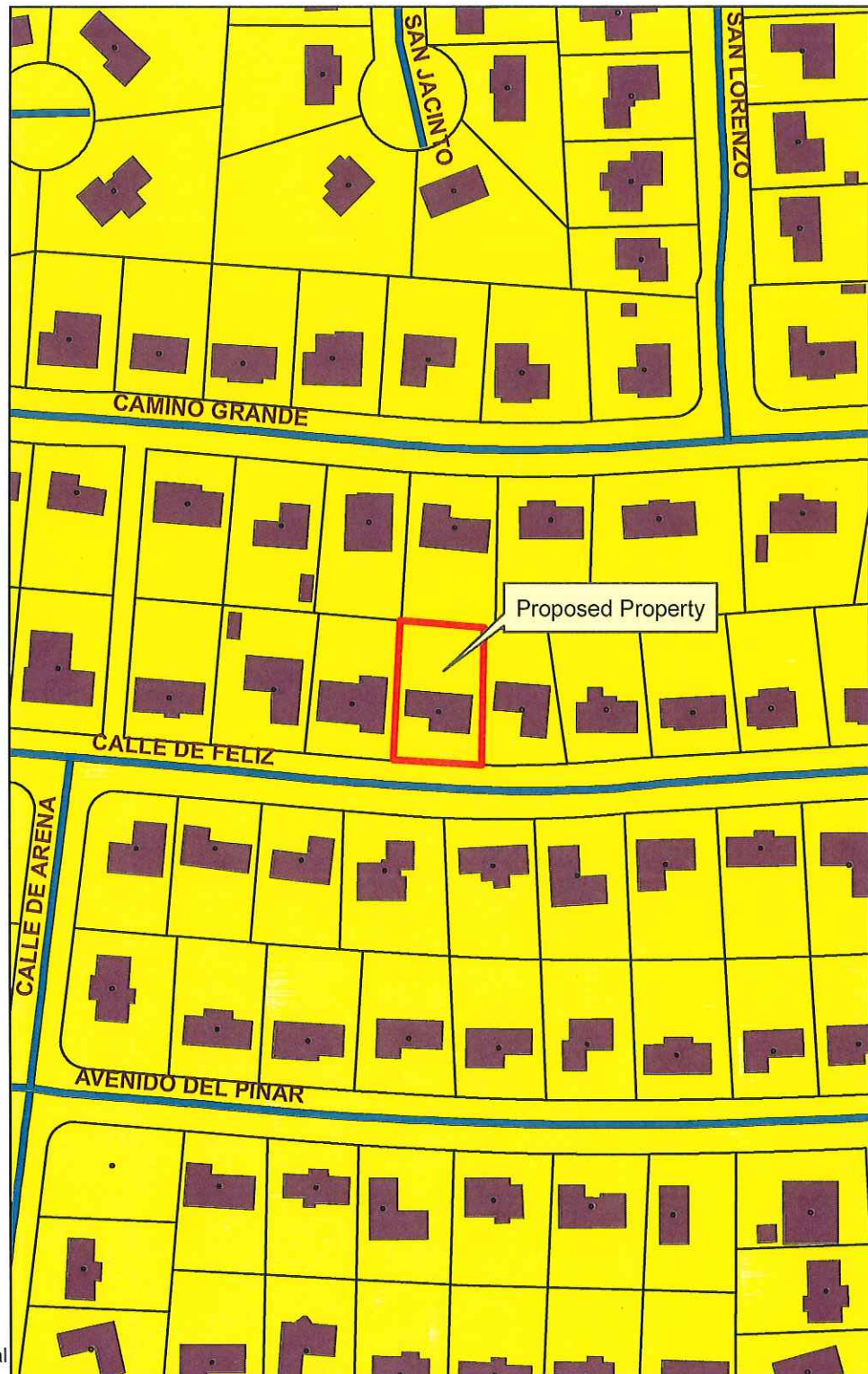
City of Gautier
Planning Department

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



**CITY OF GAUTIER
Business Agenda Item #9
Fact Sheet**

Council Meeting: September 15, 2020
Title: Consideration for a variance at 2406 Calle de Feliz, allowing a thirteen-foot (13') front yard set-back requirements for a carport addition in a R-1 Low Density Single-Family Residential Zoning District. (GPC #20-15-VAR)

Introduced by:
Contact Person/Telephone Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consideration for a variance at 2406 Calle de Feliz, allowing a thirteen-foot (13') front yard set-back requirements for a carport addition in a R-1 Low Density Single-Family Residential Zoning District. (GPC #20-15-VAR)

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2020

WHEREAS, the homeowner of 2406 Calle De Feliz, (PID# 85181110.000) has requested a variance to allow a thirteen-foot (13') front yard set-back for a carport addition in a R-1 Low Density Single-Family Residential Zoning District; and

WHEREAS, the property is zoned R-1 Low Density Single-Family Residential. The property owner has added a 15' x 10' carport addition to the front of her residence without obtaining the proper permit. The addition is located twelve feet (12') from the front property line. The required front setback is twenty-five (25) feet; and

WHEREAS, the property owner requests a variance of thirteen feet (13') to minimum front yard setbacks in a R-1 Low Density Single-Family Residential District from twenty-five (25) feet to twelve feet (12') to allow a carport addition that is currently attached to the front of her house. The applicant noted that the purpose of the carport addition is to protect her vehicle from weather damage (debris, sun, rain, and hail); and

WHEREAS, the Mayor and Councilmembers hereby find that all criteria under Section 4.18.4 of the Unified Development Ordinance (have or have not) been met in this case;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City Council hereby (adopts or denies) the Gautier Planning Commission's recommendation to approve a variance to allow a thirteen-foot (13') front yard set-back for a carport addition in a R-1 Low Density Single-Family Residential Zoning District at PID# 85181110.000;

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

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 September 15, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 9/9/2020
Subject: Consider a request for a thirteen-foot (13') variance to front yard set-back requirements for a carport addition in a R-1 Low Density Single-Family Residential Zoning District. 2406 Calle de Feliz, (GPC #20-15-VAR)

REQUEST:

The Planning Department has received a request from Glendoria A. Brown for a thirteen-foot (13') variance to front yard set-back requirements for a carport addition in a R-1 Low Density Single-Family Residential Zoning District. 2406 Calle de Feliz, PID #85181110.000. The application fee of \$175 was paid on June 30, 2020. All public notice requirements have been met.

BACKGROUND:

The request property is zoned R-1 Low Density Single-Family Residential. The property owner has added a 15' x 10' carport addition to the front of her residence without obtaining the proper permit. The addition is located twelve feet (12') from the front property line. The required front setback is twenty-five (25) feet. The applicant is seeking a Variance of thirteen feet (13') to minimum front yard setback requirements.

DISCUSSION:

The property owner requests a variance to the minimum front yard setbacks in a R-1 Low Density Single-Family Residential District from twenty-five (25) feet to twelve feet (12') to allow a carport addition that is currently attached to the front of her house. The applicant noted that the purpose of the carport addition is to protect her vehicle from weather damage (debris, sun, rain, and hail). She also noted that it helps to keep her den cooler.

DETERMINATION OF APPLICABLE LAW:

The Unified Development Ordinance (UDO) defines Variances as:

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

The UDO defines Hardship as:

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

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

(3) that the use to be authorized by the variance will not alter the essential character of the locality.

The UDO defines Setback as:

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

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

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

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

UDO SECTION 4.18: Variance

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

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

4.18.1 Who May Initiate

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

4.18.2 Application for Variance

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

4.18.3 Administrative Variances

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

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

30% of required setbacks from property lines

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

That literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of this Ordinance;

That the special conditions and circumstances do not result from actions of the applicant; and

That granting the Variance requested will not confer upon the applicant any special privilege that is denied by

this Ordinance to other similar sites (lots or parcels) structures or buildings in the same district.

RECOMMENDATION:

The Planning Commission recommends City Council approve the variance pending the fact that it meets City codes and wind loads, proper permits are obtained and inspections are passed.

The City Council may:

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

ATTACHMENTS:

1. Excerpt GPC Meeting 9.3.20 (GPC 20-15-VAR)
2. Complete Packet 20-15-VAR

Excerpt from September 3, 2020 Planning Commission Meeting:

The Planning Department has received a request from Glendoria A. Brown for a thirteen-foot (13') variance to front yard set-back requirements for a carport addition in a R-1 Low Density Single-Family Residential Zoning District at 2406 Calle de Feliz. (GPC Case No. 20-15-VAR)

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

REQUEST:

The Planning Department has received a request from Glendoria A. Brown for a thirteen-foot (13') variance to front yard set-back requirements for a carport addition in a R-1 Low Density Single-Family Residential Zoning District. 2406 Calle de Feliz, PID #85181110.000. The application fee of \$175 was paid on June 30, 2020. All public notice requirements have been met.

BACKGROUND:

The request property is zoned R-1 Low Density Single-Family Residential. The property owner has added a 15' x 10' carport addition to the front of her residence without obtaining the proper permit. The addition is located twelve feet (12') from the front property line. The required front setback is twenty-five (25) feet. The applicant is seeking a Variance of thirteen feet (13') to minimum front yard setback requirements.

DISCUSSION:

The property owner requests a variance to the minimum front yard setbacks in a R-1 Low Density Single-Family Residential District from twenty-five (25) feet to twelve feet (12') to allow a carport addition that is currently attached to the front of her house. The applicant noted that the purpose of the carport addition is to protect her vehicle from weather damage (debris, sun, rain, and hail). She also noted that it helps to keep her den cooler.

DETERMINATION OF APPLICABLE LAW:

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

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

The UDO defines **Hardship** as:

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

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

The UDO defines **Setback** as:

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

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

UDO SECTION 4.18: Variance

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

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

4.18.1 Who May Initiate

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

4.18.2 Application for Variance

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

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

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

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

RECOMMENDATION & CONCLUSION:

Staff has been presented with no evidence or information indicating that the variance criteria listed in UDO Article IV Section 4.18.4 A through D have been met. If recommending approval, Planning Commission shall record a "Finding of Fact" regarding the "Criteria for Approval" from the UDO as listed above.

The Planning Commission may:

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

Glendoria Brown stated that her carport was built in March or April of 2020 and she was told by the contractor that she did not need a permit.

Mr. Ankerson advised the Commissioners that because it was not a Carolina metal carport the homeowner would not need engineering drawings and that she could pull the permit herself.

Commissioner Jamison noted that although the carport was built into the roof line and looked like it was attached to the house it actually wasn't.

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

ACTION TAKEN:

Commissioner Jamison made a motion to recommend approval of the variance pending the fact that it meets City codes and wind loads, proper permits are obtained and inspections are passed.

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

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

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

September 3, 2020

GPC #20-15-VAR

2406 Calle de Feliz

VII. NEW BUSINESS

1. CONSIDER A REQUEST FOR A THIRTEEN FOOT (13') VARIANCE TO FRONT YARD SET-BACK REQUIREMENTS FOR A CARPORT ADDITION IN A R-1 LOW DENSITY SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT. 2406 CALLE DE FELIZ, (GPC #20-15-VAR)

GAUTIER PUBLIC HEARING PROCESS (PLANNING COMMISSION)

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

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

**CITY OF GAUTIER
STAFF REPORT**

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: August 25, 2020

Subject: Consider a request for a thirteen-foot (13') variance to front yard set-back requirements for a carport addition in a R-1 Low Density Single-Family Residential Zoning District. 2406 Calle de Feliz, (GPC #20-15-VAR)

REQUEST:

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BACKGROUND:

The request property is zoned R-1 Low Density Single-Family Residential. The property owner has added a 15' x 10' carport addition to the front of her residence without obtaining the proper permit. The addition is located twelve feet (12') from the front property line. The required front setback is twenty-five (25) feet. The applicant is seeking a Variance of thirteen feet (13') to minimum front yard setback requirements.

DISCUSSION:

The property owner requests a variance to the minimum front yard setbacks in a R-1 Low Density Single-Family Residential District from twenty-five (25) feet to twelve feet (12') to allow a carport addition that is currently attached to the front of her house. The applicant noted that the purpose of the carport addition is to protect her vehicle from weather damage (debris, sun, rain, and hail). She also noted that it helps to keep her den cooler.

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

UDO SECTION 4.18: Variance

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

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

- D. That granting the Variance requested will not confer upon the applicant any special privilege that is denied by this Ordinance to other similar sites (lots or parcels) structures or buildings in the same district.

RECOMMENDATION & CONCLUSION:

Staff has been presented with no evidence or information indicating that the variance criteria listed in UDO Article IV Section 4.18.4 A through D have been met. If recommending approval, Planning Commission shall record a "Finding of Fact" regarding the "Criteria for Approval" from the UDO as listed above.

The Planning Commission may:

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

ATTACHMENTS:

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

GAUTIER, MISSISSIPPI
PLANNING DEPARTMENT
PUBLIC HEARING APPLICATION

Public Hearing Number

20-15-VAR

TO BE HEARD BY GAUTIER PLANNING COMMISSION:

FEE:

Zoning Change	_____	\$300.00
Major Development	_____	\$100.00
Variance	<u>X</u>	\$175.00
Appeal to Staff Decision	_____	\$100.00

Name of Applicant: Glendora A. Brown
Name of Business: _____ Phone: 228-249-1198
Property Address: 2406 Calle De Feliz Mailing Address (if Different): _____
E-Mail Address: _____
Reason for request, location and intended use of Property: CAR shed port

ATTACHMENTS REQUIRED AS APPLICABLE:

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

Signature of Applicant: Glendora A. Brown Date of Application: June 30, 2020

FOR OFFICE USE ONLY

Date Received 6-30-2020 Verify as Complete DA/BL

Fee Amount Received 175.00 198 Initials of Employee Receiving Application DA/BL

85181110.000 BROWN GLENDORIA A

PIDN: 85181110.000

GISP: 871.02-04-0103.00

Owner Information

Percent of Ownership: 100

Name: BROWN GLENDORIA A

Name 2:

Mailing Address: 2406 CALLE DE FELIZ ST
GAUTIER MS
39553

Site Address: 2406 CALLE DE FELIZ GAUTIER

Land Information

Section: 02 Acreage: .00

Township: 8S

Range: 7W

Street Name CALLE DE FELIZ

Value and Tax Information

Total Assessed Value: 3253

Total Appraised Value: 32530

Improvement Value: 28370

Land Value: 4160

Tax Amount: 0

SQ FT: 1050 Year Built: 1974

Legal Description

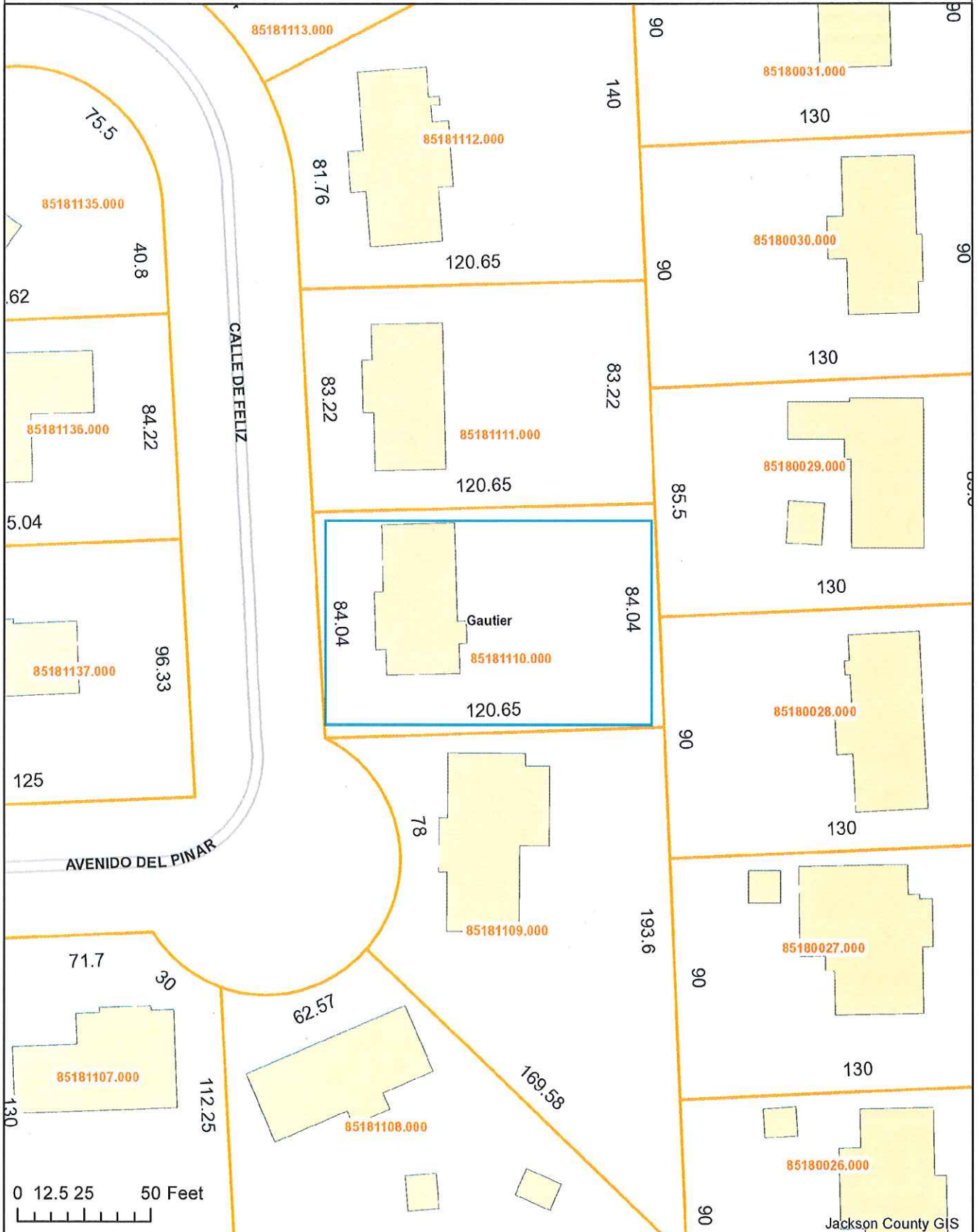
Description: LOT 40 DE LA FOREST S/D PT 2-B

PB 14-4 DB 1556-1

(103 Map871.02-04)

Deed Book / Page: 1556 / 1

85181110.000 BROWN GLENDORIAA



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

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

No

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

No

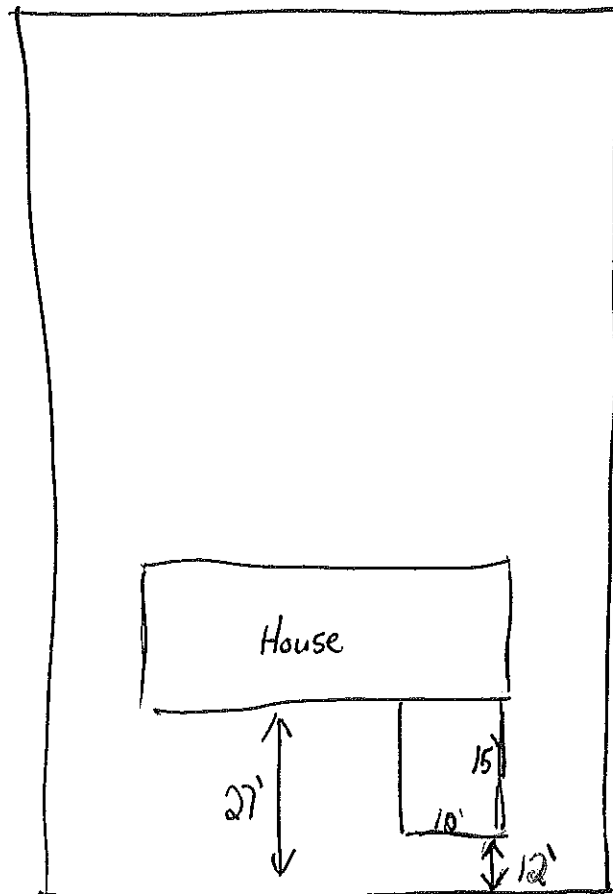
- C.** Do the special conditions and circumstances result from actions of the applicant (you)?

No

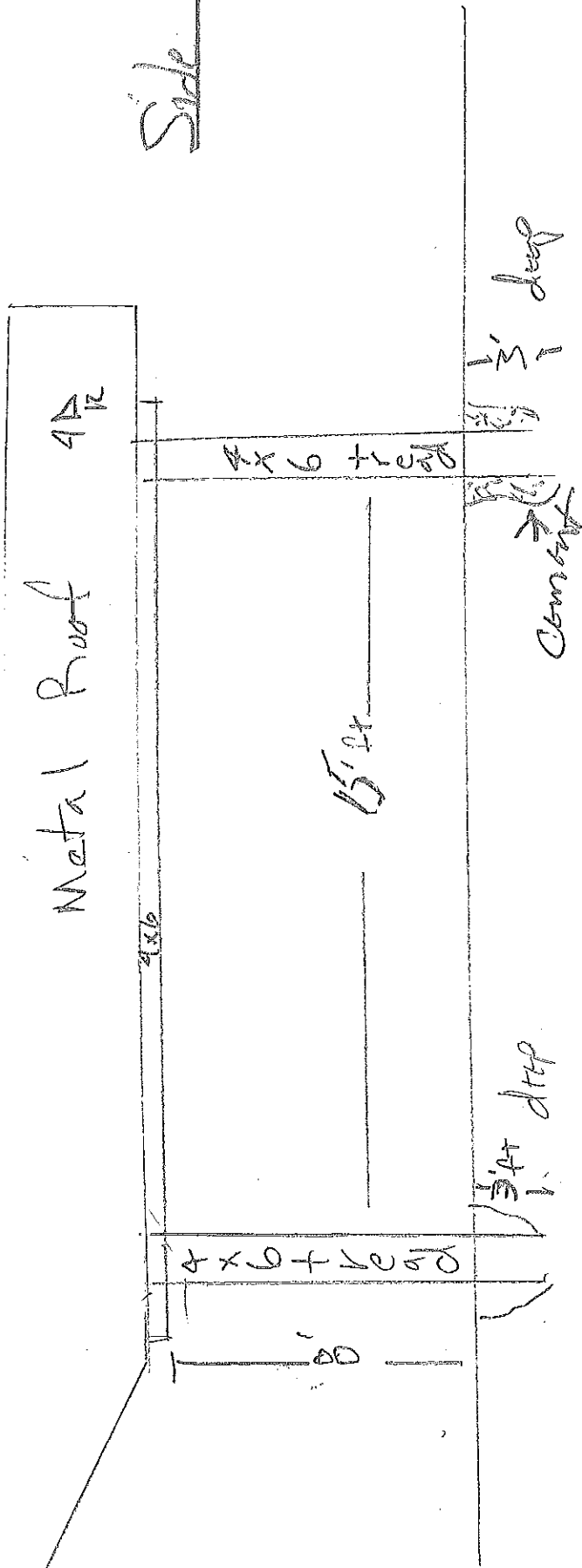
- D.** Does granting the Variance requested confer upon the applicant (you) any special privilege that is denied by this Ordinance to other similar sites (lots or parcels) structures or buildings in the same district?

No

2406 Calle De Feliz



Calle De Feliz



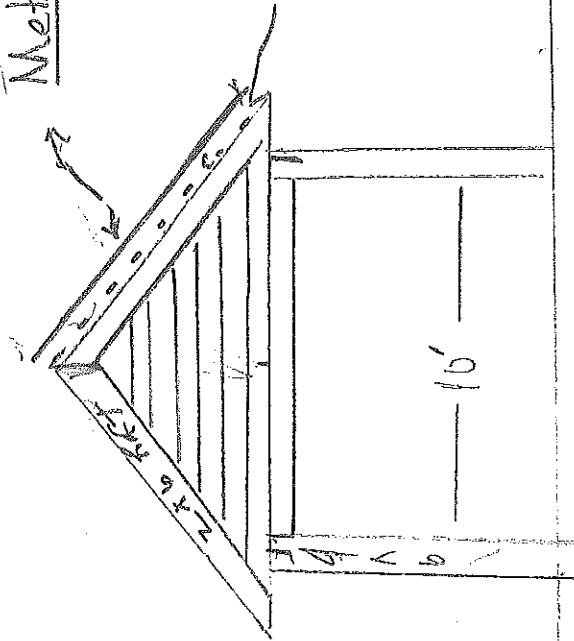
Side View

Note: Rafter 2' 4" O.C.

Metal Roof

Note: Hurricane Straps
every 4' 4"

1" x 4" every 2' 4" apart



Front View

2406 Calle De Feliz

Gautier, Ms 39553

Project Narrative

The reason I need a car port is to protect my vehicle from weather - debris, sun, rain, hail, damages. It also helps to keep my car cooler as well. Thank you so much for your consideration.

Glendora Brown
2406 Calle De Feliz
Dauter, Ms 39553

Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department

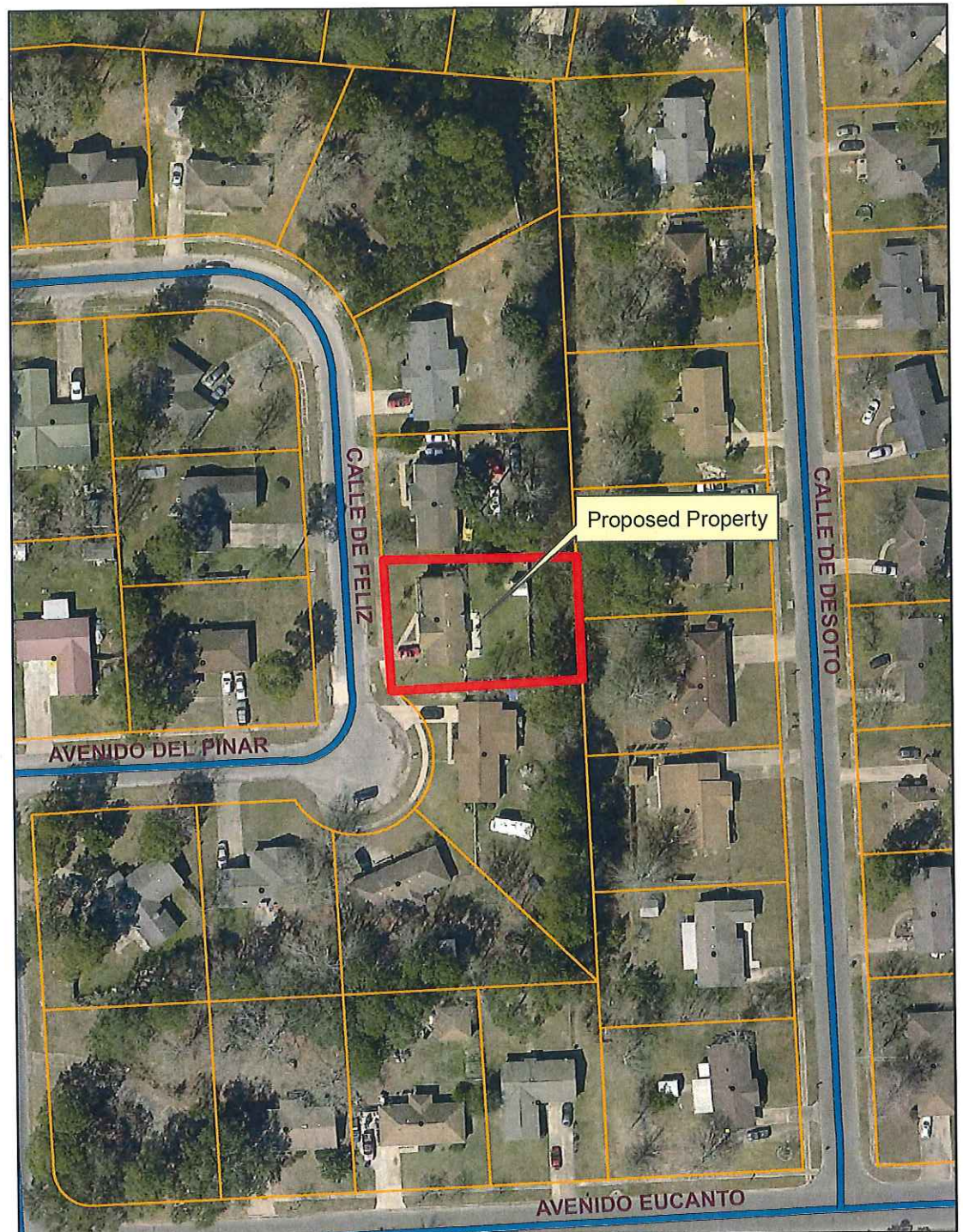


Exhibit B Existing Zoning

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



CITY OF GAUTIER
Business Agenda Item #10
Fact Sheet

Council Meeting: September 15, 2020
Title: Consideration for a variance at 1224 Stanfield Point Road, allowing a forty-five foot (45') front set-back that would allow an accessory structure to be located in front of the principal use in an R-1 Low Density Single-Family Residential Zoning District.
 (GPC #20-16-VAR)

Introduced by:
Contact Person/Telephone Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consideration for a variance at 1224 Stanfield Point Road, allowing a forty-five foot (45') front set-back that would allow an accessory structure to be located in front of the principal use in an R-1 Low Density Single-Family Residential Zoning District.
 (GPC #20-16-VAR)

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract	☐
Minutes	☐
Plan Maps	☐
Order/Public Hearing	☒
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 homeowner of 1224 Stanfield Pointe Road, (PID# 85700069.000) has requested a variance to allow a forty-five foot (45') front set-back that would allow an accessory structure to be located in front of the principal use in an R-1 Low Density Single-Family Residential Zoning District; and

WHEREAS, the request property is approximately a 1.15-acre parcel zoned R-1 Low Density Single-Family Residential. The applicant's residence and a guest house are currently located on the property. The applicant would like to build a 40' x 25' detached garage; and

WHEREAS, the property owner requests a variance to the minimum front setbacks for accessory structures in a R-1 Low Density Single-Family Residential District which requires accessory structures to be located behind the front building line of the principal use. The current principal use, which is a home, is eighty-two feet (82') from the front property line. The proposed accessory building would be located thirty-seven feet (37') from the front property line and forty-five feet (45') beyond the front building line of the home; and

WHEREAS, the Mayor and Councilmembers hereby find that all criteria under Section 4.18.4 of the Unified Development Ordinance (have or have not) been met in this case;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City Council hereby (adopts or denies) the Gautier Planning Commission's recommendation to approve a variance to allow a forty-five foot (45') front set-back that would allow an accessory structure to be located in front of the principal use in an R-1 Low Density Single-Family Residential Zoning District at PID# 85700069.000;

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

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 September 15, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 9/9/2020
Subject: Consider a request for a forty-five foot (45') variance to front set-back requirements that would allow an accessory structure to be located in front of the principal use in an R-1 Low Density Single-Family Residential Zoning District, 1224 Stanfield Point Road (GPC #20-16-VAR)

REQUEST:

The Planning Department has received a request from Ronald Wilde for a forty-five foot (45') variance to front set-back requirements that would allow an accessory structure to be located in front of the principal use in an R-1 Low Density Single-Family Residential Zoning District at 1224 Stanfield Point Road, PID #85700069.000. The application fee of \$175 was paid on July 9, 2020. All public notice requirements have been met.

BACKGROUND:

The request property is approximately a 1.15 acre parcel zoned R-1 Low Density Single-Family Residential. The applicant's residence and a guest house are currently located on the property. The applicant would like to build a 40' x 25' detached garage. The applicant is seeking a Variance to minimum front set back requirements for an accessory structure.

DISCUSSION:

The applicant requests a variance to the minimum front setbacks for accessory structures in a R-1 Low Density Single-Family Residential District which requires accessory structures to be located behind the front building line of the principal use. The current principal use, which is a home, is eighty-two feet (82') from the front property line. The proposed accessory building would be located thirty-seven feet (37') from the front property line and forty-five feet (45') beyond the front building line of the home. The applicant is seeking a Variance to minimum front yard setback requirements for an accessory structure.

DETERMINATION OF APPLICABLE LAW:

The Unified Development Ordinance (UDO) defines Variances as:

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

The UDO defines Hardship as:

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

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

(3) that the use to be authorized by the variance will not alter the essential character of the locality.

The UDO defines Setback as:

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

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

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

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

UDO SECTION 4.18: Variance

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

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

4.18.1 Who May Initiate

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

4.18.2 Application for Variance

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

4.18.3 Administrative Variances

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

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

30% of required setbacks from property lines

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

That literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of this Ordinance;

That the special conditions and circumstances do not result from actions of the applicant; and

That granting the Variance requested will not confer upon the applicant any special privilege that is denied by

this Ordinance to other similar sites (lots or parcels) structures or buildings in the same district.

RECOMMENDATION:

The Planning Commission recommends City Council approve the variance due to the character of the land and the area being low density.

The City Council may:

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

ATTACHMENTS:

1. Complete Packet 20-16-VAR
2. Excerpt GPC Meeting 9.3.20 (GPC 20-16-VAR)

Excerpt from September 3, 2020 Planning Commission Meeting:

The Planning Department has received a request from Ronald Wilde for a forty-five foot (45') variance to front set-back requirements that would allow an accessory structure to be located in front of the principal use in an R-1 Low Density Single-Family Residential Zoning District at 1224 Stanfield Point Road. (GPC Case No. 20-16-VAR)

Scott Ankerson, Planning Director, gave a brief overview of the case. He also stated that Staff finds the property to have ample space to place the accessory structure within the code requirements.

REQUEST:

The Planning Department has received a request from Ronald Wilde for a forty-five foot (45') variance to front set-back requirements that would allow an accessory structure to be located in front of the principal use in an R-1 Low Density Single-Family Residential Zoning District at 1224 Stanfield Point Road. All public notice requirements have been met.

BACKGROUND:

The request property is approximately a 1.15 acre parcel zoned R-1 Low Density Single-Family Residential. The applicant's residence and a guest house are currently located on the property. The applicant would like to build a 40' x 25' detached garage. The applicant is seeking a Variance to minimum front set back requirements for an accessory structure.

DISCUSSION:

The applicant requests a variance to the minimum front setbacks for accessory structures in a R-1 Low Density Single-Family Residential District which requires accessory structures to be located behind the front building line of the principal use. The current principal use, which is a home, is eighty-two feet (82') from the front property line. The proposed accessory building would be located thirty-seven feet (37') from the front property line and forty-five feet (45') beyond the front building line of the home. The applicant is seeking a Variance to minimum front yard setback requirements for an accessory structure.

DETERMINATION OF APPLICABLE LAW:

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

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

The establishment or expansion of a use not permitted shall not be allowed by Variance.

The UDO defines **Hardship** as:

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

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

The UDO defines **Setback** as:

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

- A. **SETBACK, FRONT:** The yard area extending along the full width of a front lot line between side lot lines and from the front lot line to the front building line in depth.
- B. **SETBACK, REAR:** The yard area extending across the full width of the lot and lying between the rear lot line and the nearest line of the building. Rear-yard depth shall be measured at right angles to the rear line of the lot.
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UDO SECTION 4.18: Variance

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

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

4.18.1 Who May Initiate

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

4.18.2 Application for Variance

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

4.18.3 Administrative Variances

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

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

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

RECOMMENDATION & CONCLUSION:

Staff has been presented with no evidence or information indicating that the variance criteria listed in UDO Article IV Section 4.18.4 A through D have been met. If

recommending approval, Planning Commission shall record a "Finding of Fact" regarding the "Criteria for Approval" from the UDO as listed above.

The Planning Commission may:

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

Commissioner Jamison asked the applicant if it would be a closed in garage and if there was any reason he couldn't put it in another location that would meet the City's code requirements.

Ronald Wilde stated that it would be a stick built, closed in garage and he would paint it to match the residence and the guest house. The reason he can't put it on the other side of his property and meet the code requirements is because he would have to put in a new drive which would have to go over the sewer line.

Commissioner Ward noted that his house sits back approximately eighty-two feet (82') from the front property line.

Mr. Ankerson noted that the property was not in a subdivision.

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

ACTION TAKEN:

Commissioner Ward made a motion to recommend approval of the variance due to the character of the land and the area being low density.

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

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

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

September 3, 2020

GPC #20-16-VAR

1224 Stanfield Point Road

VII. NEW BUSINESS

1. CONSIDER A REQUEST FOR A FORTY-FIVE FOOT (45') VARIANCE TO FRONT SET-BACK REQUIREMENTS THAT WOULD ALLOW AN ACCESSORY STRUCTURE TO BE LOCATED IN FRONT OF THE PRINCIPAL USE IN AN R-1 LOW DENSITY SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT, 1224 STANFIELD POINT ROAD (GPC #20-16-VAR)

GAUTIER PUBLIC HEARING PROCESS (PLANNING COMMISSION)

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

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

**CITY OF GAUTIER
STAFF REPORT**

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: August 25, 2020

Subject: Consider a request for a forty-five foot (45') variance to front set-back requirements that would allow an accessory structure to be located in front of the principal use in an R-1 Low Density Single-Family Residential Zoning District, 1224 Stanfield Point Road (GPC #20-16-VAR)

REQUEST:

The Planning Department has received a request from Ronald Wilde for a forty-five foot (45') variance to front set-back requirements that would allow an accessory structure to be located in front of the principal use in an R-1 Low Density Single-Family Residential Zoning District at 1224 Stanfield Point Road, PID #85700069.000. The application fee of \$175 was paid on July 9, 2020. All public notice requirements have been met.

BACKGROUND:

The request property is approximately a 1.15 acre parcel zoned R-1 Low Density Single-Family Residential. The applicant's residence and a guest house are currently located on the property. The applicant would like to build a 40' x 25' detached garage. The applicant is seeking a Variance to minimum front set back requirements for an accessory structure.

DISCUSSION:

The applicant requests a variance to the minimum front setbacks for accessory structures in a R-1 Low Density Single-Family Residential District which requires accessory structures to be located behind the front building line of the principal use. The current principal use, which is a home, is eighty-two feet (82') from the front property line. The proposed accessory building would be located thirty-seven feet (37') from the front property line and forty-five feet (45') beyond the front building line of the home. The applicant is seeking a Variance to minimum front yard setback requirements for an accessory structure.

DETERMINATION OF APPLICABLE LAW:

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

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

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

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

- D. That granting the Variance requested will not confer upon the applicant any special privilege that is denied by this Ordinance to other similar sites (lots or parcels) structures or buildings in the same district.

RECOMMENDATION & CONCLUSION:

Staff has been presented with no evidence or information indicating that the variance criteria listed in UDO Article IV Section 4.18.4 A through D have been met. In addition, staff finds that the lot contains ample space for placing the accessory structure well within compliance with our Ordinance without the need for a variance. If recommending approval, Planning Commission shall record a "Finding of Fact" regarding the "Criteria for Approval" from the UDO as listed above.

The Planning Commission may:

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

ATTACHMENTS:

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

PUBLIC HEARING APPLICATION

Public Hearing Number

GPC 20-16-VAR

TO BE HEARD BY GAUTIER PLANNING COMMISSION:

FEE:

Zoning Change	_____	\$300.00
Major Development	_____	\$100.00
Variance	<u>X</u>	\$175.00
Appeal to Staff Decision	_____	\$100.00

Name of Applicant: RONALD WILDEName of Business: _____ Phone: 228-282-2927Property Address: 1224 STANFIELD POINT RD Mailing Address (if Different): _____E-Mail Address: BOATSMAN1217@GMAIL.COMReason for request, location and intended use of Property: TO BUILD GARAGE

ATTACHMENTS REQUIRED AS APPLICABLE:

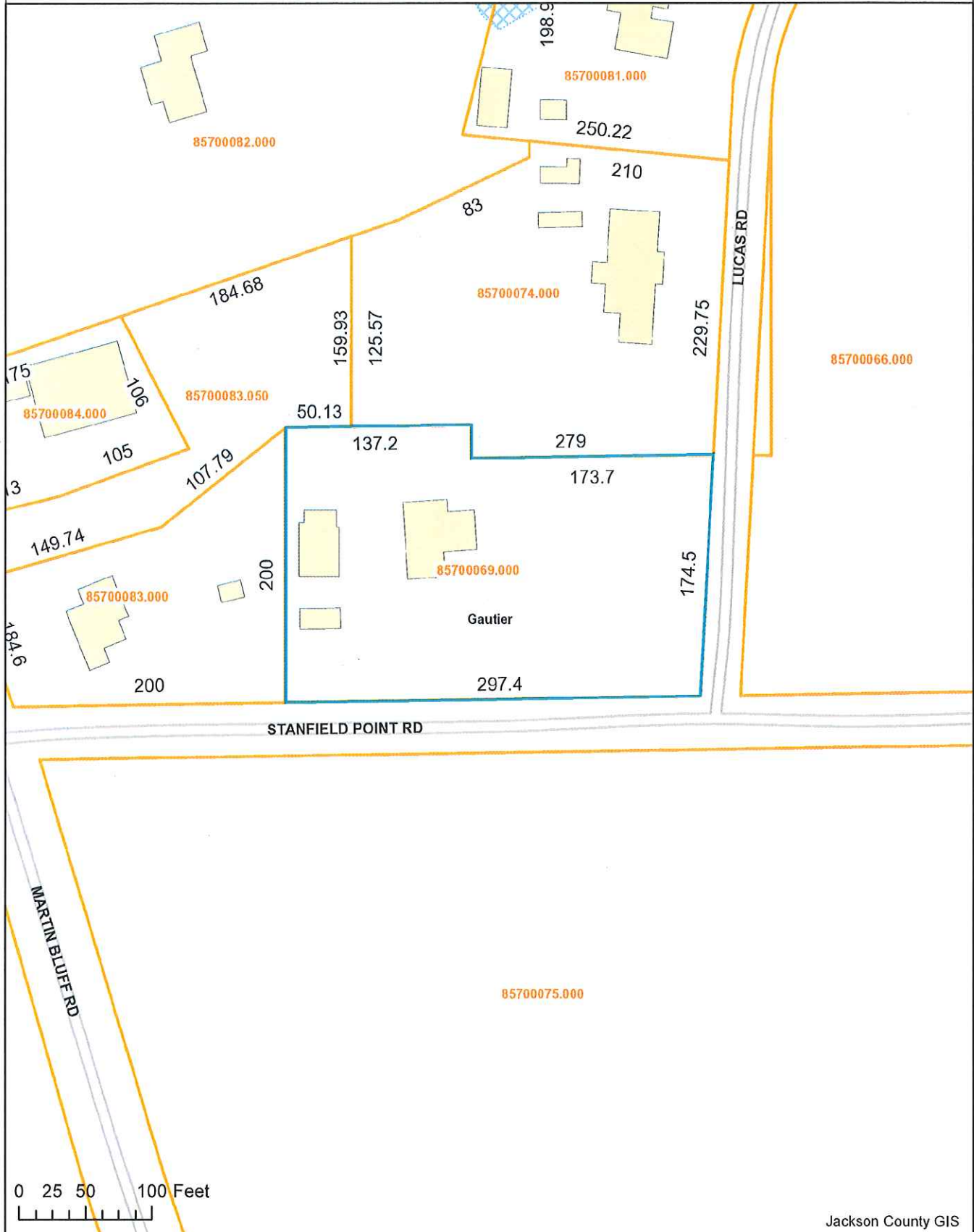
- ✓ 1. Diagram of intended use, showing dimensions and distances of property, building with setbacks, parking spaces, entrances and exits.
- N/A 2. A detailed project narrative.
- N/A 3. Copy of protective covenants or deed restrictions, if any.
- N/A 4. Copies of approvals, or requests for approval,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

Signature of Applicant: Ronald WildeDate of Application: 29 Nov 2020

FOR OFFICE USE ONLY

Date Received 7-9-2020 Verify as Complete BL / (DA/SA)Fee Amount Received 175.00 Initials of Employee Receiving Application BL

85700069.000 WILDE RONALD W &



85700069.000 WILDE RONALD W &

PIDN: 85700069.000

GISP: 763.07-03-0021.00

Owner Information

Percent of Ownership: 100

Name: WILDE RONALD W &

Name 2: HARRIS JOY D

Mailing Address: 1224 STANFIELD POINT RD

GAUTIER MS

39553

Site Address: 1224 STANFIELD POINT RD GAUTIER

Land Information

Section: 03

Acreage: 1.15

Township: 7S

Range: 6W

Street Name STANFIELD POINT
RD

Value and Tax Information

Total Assessed Value: 11907

Total Appraised Value: 119070

Improvement Value: 87150

Land Value: 31920

Tax Amount: 1447

SQ FT: 1880 Year Built: 1981

Legal Description

Description: BEG W/L LUCAS RD & N/L STANFIELD

POINT RD W 297.40' N 198' E

137.21' S 24.25' E 173.70' SLY

174.50' BACK TO POB PT LOT 9

JAMES MARTIN EST DB 1377-109

(21 Map763.07-03)

DB 1406-297

Deed Book / Page: 1406 / 297

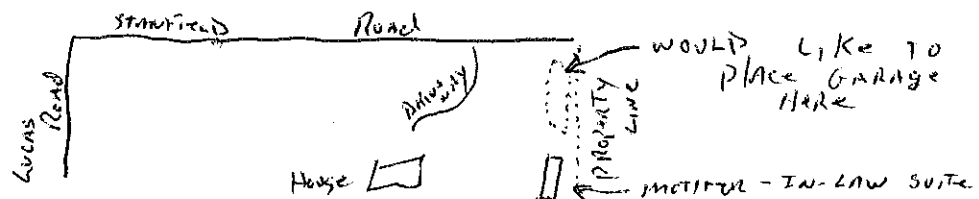
VARIANCE CRITERIA for APPROVAL – Please answer the questions below to establish that you meet the Criteria for Approval for a Variance. If more room is needed, answers can be provided on a separate sheet of paper.

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

my House sets 82' OFF OF ROAD. WOULD LIKE TO PUT GARAGE WHERE INDICATED ON DRAWING

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

MOST HOUSES ARE CLOSER TO ROAD WHICH GIVES THEM MORE ROOM BEHIND I DON'T HAVE THAT SPACE



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

N/O.

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

N/O.

1224 STANFIED POINT RD
GAUTIER MS 39553

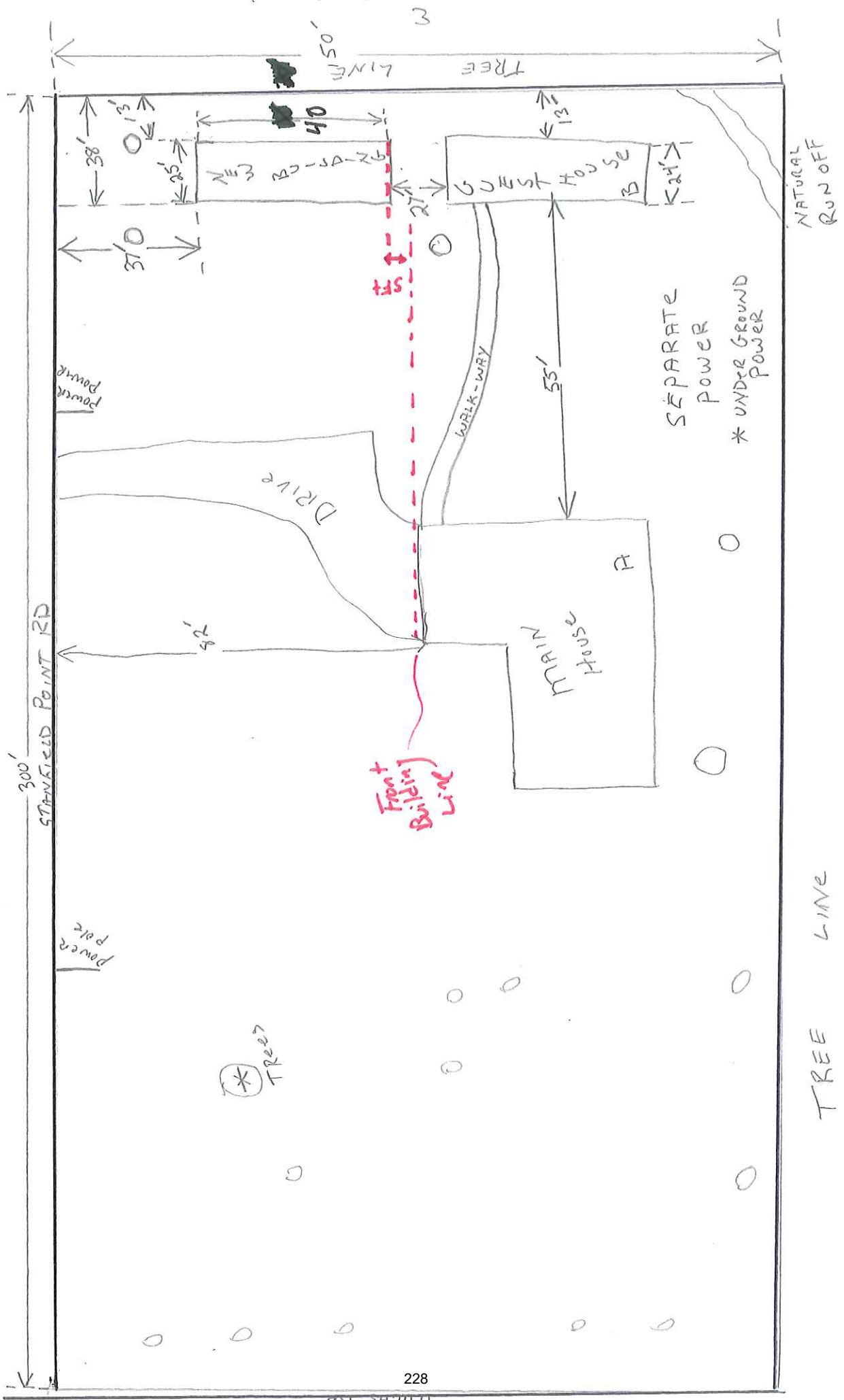


Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department

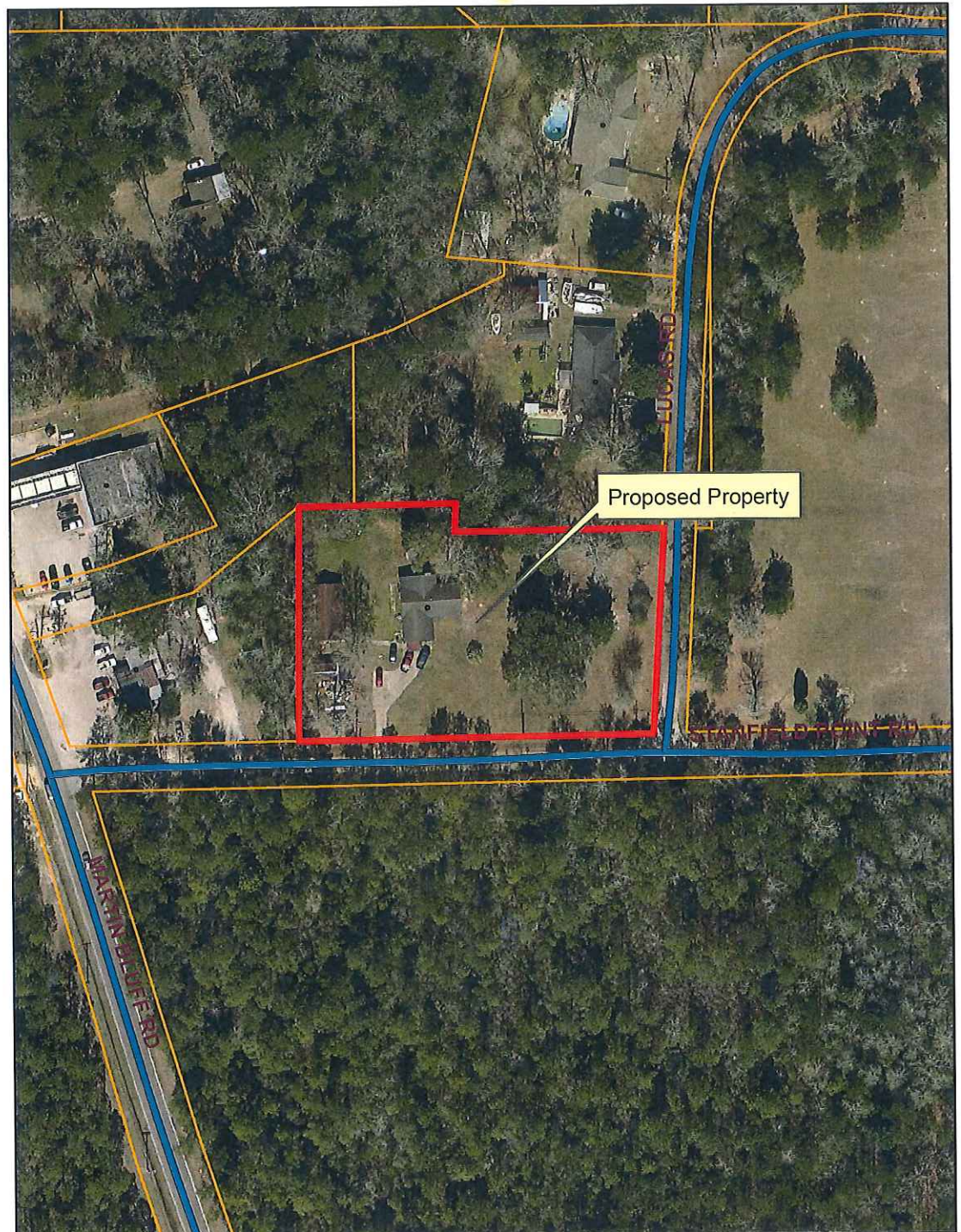


Exhibit B Existing Zoning

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

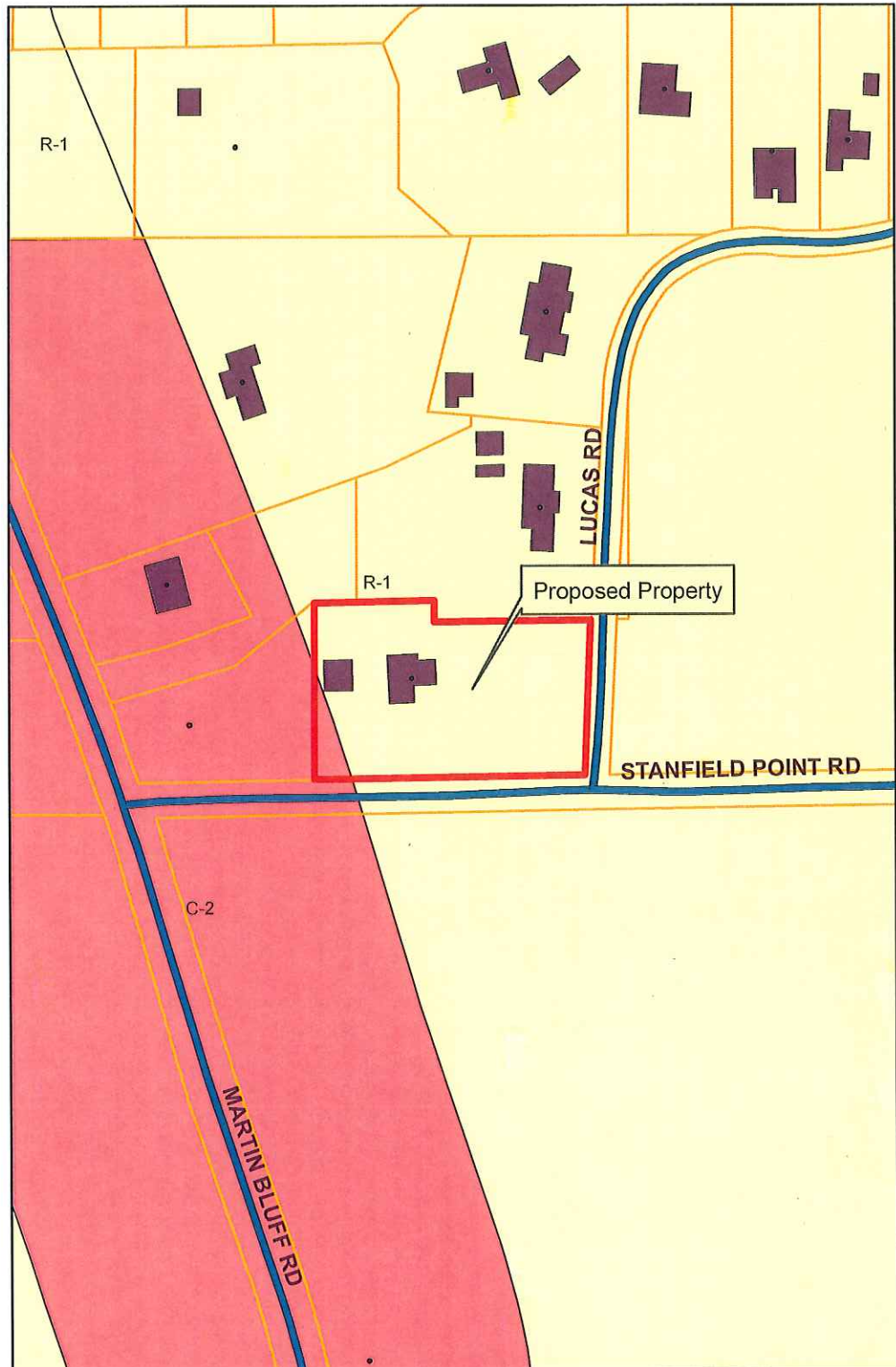


Exhibit C Existing Land-Use

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

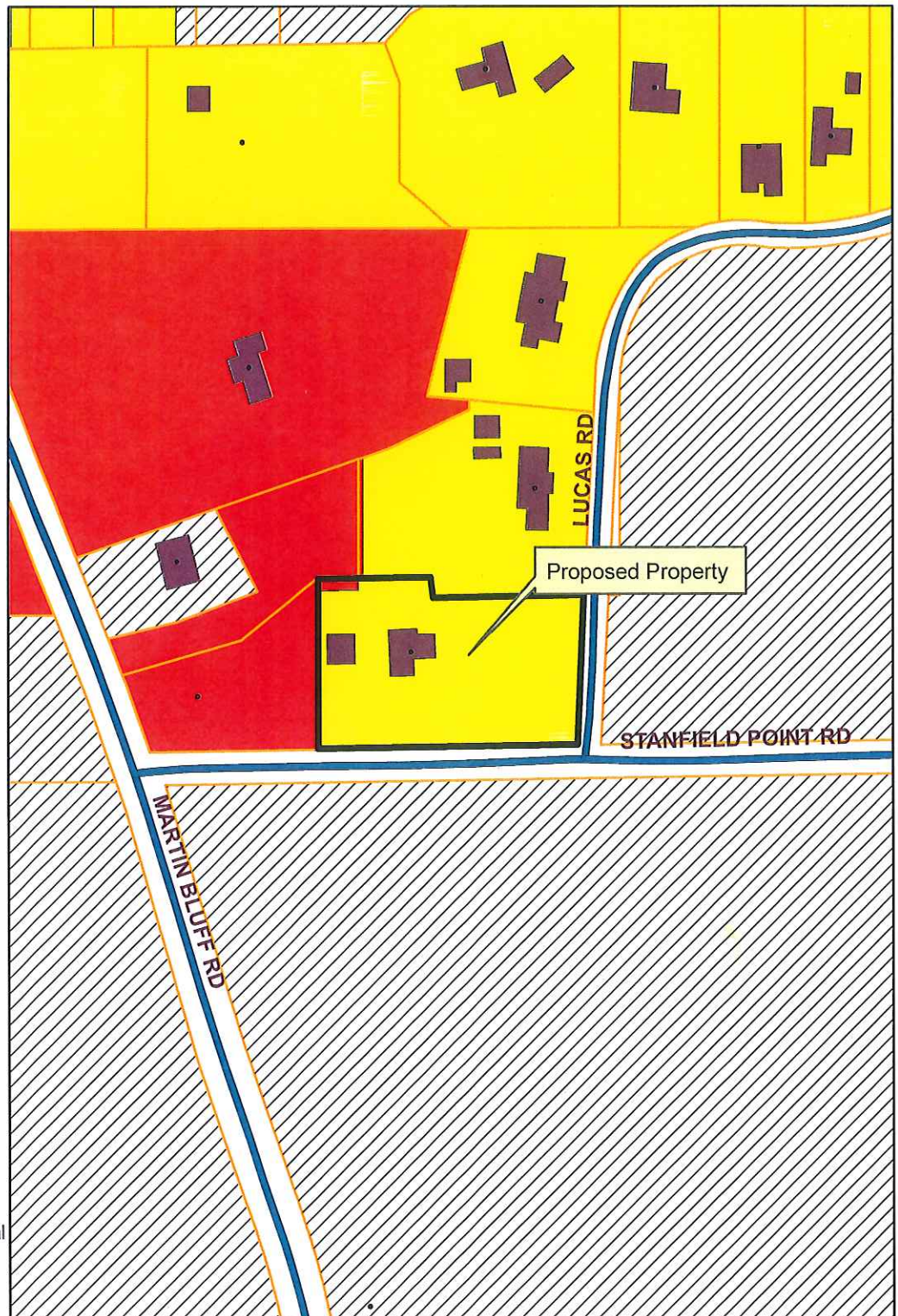


Exhibit D Future Land-Use

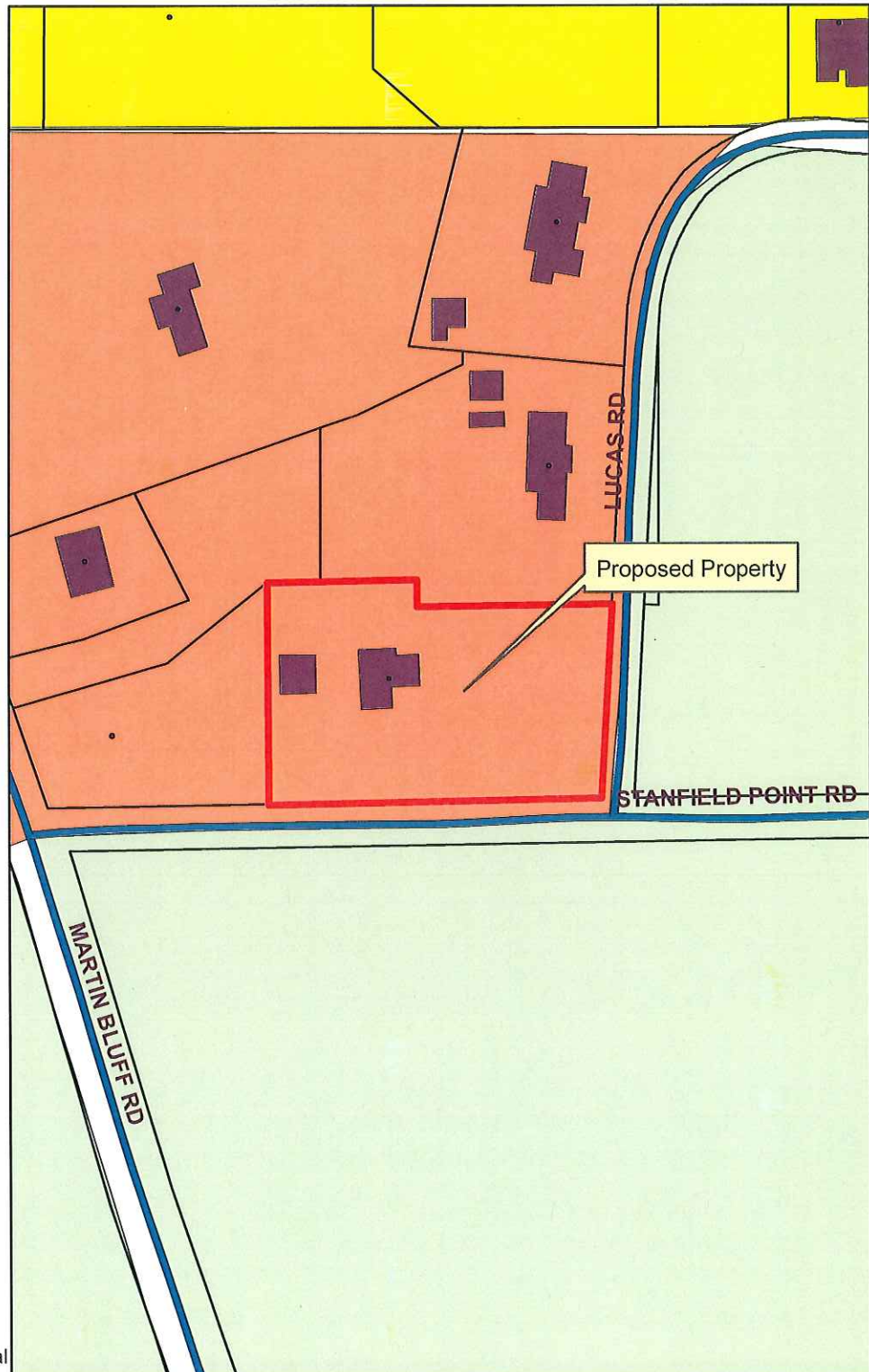
Prepared By:
City of Gautier
Planning Department

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



**CITY OF GAUTIER
Business Agenda Item #11
Fact Sheet**

Council Meeting:
Title:

**September 15, 2020
Approval of the 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 September 15, 2020.

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SECURE NETWORKS LLC	203083	09/15/2020	08/28/2020			2,280.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	OCT 2020 NETWORK SERVICES		4277	08/14/2020			2,280.00
001	CABLE ONE INC	203084	09/15/2020	08/28/2020			83.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	SEPT 2020: CFD #122024086		08162020	08/23/2020			83.32
001	CABLE ONE INC	203085	09/15/2020	08/28/2020			83.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	SEPT 2020: NFD #122024383		08162020	08/23/2020			83.32
001	CABLE ONE INC	203086	09/15/2020	08/28/2020			83.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	SEPT 2020: SFD #122025091		07162020	07/23/2020			83.32
001	DELTA COMPUTER SYSTEMS INC	203088	09/15/2020	08/28/2020			510.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	SEPT 2020 ACCTG SOFTWARE MAINT		MN140444	08/18/2020			350.00
	001-092-698	SEPT 2020 PRIV LIC SW MAINT		MN140445	08/18/2020			140.00
	001-092-698	SEPT 2020 VOTER REG SW MAINT		MNHR002513	08/15/2020			20.00
001	SINGING RIVER ELECTRIC COOPERATIVE	203105	09/15/2020	09/01/2020			801.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	BROWN FD 95237002		08152020	08/24/2020			277.23
	001-161-631	MARTIN BLUFF FD 58380001		08172020	08/25/2020			291.56
	001-201-629	SIGNAL LIGHTS 17546		08172020	08/25/2020			33.90
	001-092-631	CITY LIMIT SIGN 17546		08172020	08/25/2020			27.37
	001-100-631	MBLUFF SUB STN 58521002		08172020	08/25/2020			171.69
001	SINGING RIVER ELECTRIC COOPERATIVE	203106	09/15/2020	09/01/2020			2,750.39	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-631	POLICE STATION 66298004		08182020	08/26/2020			1,919.88
	001-201-629	SIGNAL LIGHT 89113001		08182020	08/26/2020			51.47
	001-170-631	CITY PARK RESTRMS 89912001		08182020	08/26/2020			289.04
	001-201-633	STREET LIGHTS 90345002		08182020	08/26/2020			133.77
	001-092-631	RECORDS BLDG 90790001		08182020	08/26/2020			233.03
	001-170-631	FRAZIER RESTRMS 98546001		08182020	08/26/2020			123.20
001	SINGING RIVER ELECTRIC COOPERATIVE	203107	09/15/2020	09/01/2020			258.56	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-631	SPORTS PAVILION 66582005		08182020	08/26/2020			205.80
	001-170-631	ROUNDAABOUT 102311002		08182020	08/26/2020			25.00
	001-170-631	FITNESS TRAIL 109268001		08182020	08/26/2020			27.76
001	GLOBALSTAR	203108	09/15/2020	09/01/2020			88.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		0004734227	08/16/2020			88.20

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	203109	09/15/2020	09/01/2020			826.11	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-201-633	DOLPHIN ST 94987002	08182020	08/26/2020			57.90	
	001-201-633	DOLPHIN ST 94988002	08182020	08/26/2020			65.30	
	001-201-633	DOLPHIN ST 94989002	08182020	08/26/2020			58.69	
	001-201-633	DOLPHIN ST 94990002	08182020	08/26/2020			507.00	
	001-201-633	WM PAYNE 100244001	08182020	08/26/2020			57.49	
	001-201-633	WM PAYNE 100245001	08182020	08/26/2020			79.73	
001	SINGING RIVER ELECTRIC COOPERATIVE	203110	09/15/2020	09/01/2020			1,030.33	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-161-631	SOUTH FD 76008001	08192020	08/27/2020			321.36	
	001-170-631	BACOT PARK 10137	08192020	08/27/2020			553.55	
	001-201-629	SIGNAL LIGHTS 10138	08192020	08/27/2020			130.42	
	001-170-631	BACOT SPLASHPAD 103751001	08192020	08/27/2020			25.00	
001	O'REILLY AUTO PARTS	203111	09/15/2020	09/01/2020			32.54	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-100-570	OIL FILTER (2): U #10508	1978175968	07/29/2020			4.38	
	001-100-570	GL WIPER FLUID, BULB: U #48	1978177678	08/12/2020			9.14	
	001-100-570	WIPER BLADE (2)	1978178876	08/23/2020			19.02	
001	SINGING RIVER ELECTRIC COOPERATIVE	203112	09/15/2020	09/01/2020			8,759.77	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-201-633	STREET LIGHTING 10054	08182020	08/26/2020			5,998.19	
	001-201-629	SIGNAL LIGHTS 10054	08182020	08/26/2020			612.49	
	001-092-631	CITY HALL 10054	08182020	08/26/2020			939.47	
	001-170-631	FRAISER PARK 10054	08182020	08/26/2020			52.37	
	001-170-631	SENIOR BLDG 10054	08182020	08/26/2020			187.79	
	001-161-631	CENTRAL FD 10054	08182020	08/26/2020			474.67	
	001-170-631	CITY PARK 10054	08182020	08/26/2020			104.64	
	001-092-631	PUBLIC WORKS 10054	08182020	08/26/2020			363.07	
	001-092-631	HWY 90 SIGN 10054	08182020	08/26/2020			27.08	
001	MSC 7511	203117	09/15/2020	09/01/2020			236.69	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-100-699	FNK100-01 RENTAL FEE	INV3805530	09/16/2020			160.26	
	001-100-699	MPC2504EX USAGE:B/W	INV3805530	09/16/2020			2.18	
	001-100-699	MPC2504EX USAGE:COLOR	INV3805530	09/16/2020			74.25	
001	MSC 7511	203118	09/15/2020	09/01/2020			113.14	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-161-698	GEMG00-01 RENTAL FEE	INV3817738	09/24/2020			113.14	
001	BELL AUTO PARTS INC	203121	09/15/2020	09/01/2020			377.96	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-170-639	PTO SWITCH, PULLEY: EXMARK	D058215	08/04/2020			76.21	
	001-170-639	IDLER PULLEY: EXMARK	D058235	08/11/2020			39.85	
	001-170-639	SET REAR DC BLADE (2): EXMARK	43723	08/13/2020			102.00	
	001-170-639	CASTER FORK,HDWE KIT: EXMARK	43723	08/13/2020			134.50	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BELL AUTO PARTS INC	203121	09/15/2020	09/01/2020			377.96	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	SWITCH, KEY: EXMARK		DO58275	08/31/2020			25.40
001	LOWES HOME CENTERS INC	203123	09/15/2020	09/01/2020			1,812.92	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-559	50FT NEVERKINK HOSE (2)		901544	07/29/2020			47.46
	001-161-639	GFP EDGER BLADE (2)		901563	07/29/2020			15.16
	001-161-635	DOOR LUBE		901563	07/29/2020			5.21
	001-161-635	3CT KORKY FLAPPER: SFD STATION		901563	07/29/2020			10.15
	001-161-639	WASHING MACHINE PARTS		909062	08/05/2020			29.42
	001-205-559	PAS FRAMING NAILER		901152	08/06/2020			217.55
	001-170-635	REPR RESTROOM: FRAZIER PARK		901151	08/06/2020			379.26
	001-170-635	SGL DEADBOLT (2), KEY TAG (2)		901882	08/10/2020			72.12
	001-170-635	1X4X10 TREATED LUMBER (3)		901971	08/10/2020			16.74
	001-205-559	4PK ML KEYED PADLOCK		964778	08/10/2020			39.41
	001-170-635	REPR RESTROOM: FRAZIER PARK		901880	08/13/2020			353.14
	001-170-559	CS/32CT NIAGARA WATER (10)		901775	08/13/2020			37.80
	001-205-559	DW 5PK RECIP SAW BLADE (2)		902456	08/17/2020			27.99
	001-170-635	3/8X3 EXT SCREWS, FLAT WASHERS		901620	08/17/2020			19.00
	001-170-635	PVC V/TUBING,SPLICER,CLAMP(2)		917308	08/18/2020			27.16
	001-170-635	REPR RESTROOM: FRAZIER PARK		964807	08/18/2020			458.44
	001-170-635	BOSTITCH STAPLE,HAMMER TACKER		902580	08/19/2020			30.84
	001-161-559	1GAL CHAINSAW OIL, SYN ENG OIL		902764	08/22/2020			26.07
001	TEC	203136	09/15/2020	09/04/2020			247.39	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY LONG DISTANCE		1000393	08/01/2020			99.44
	001-092-605	MONTHLY LONG DISTANCE		1002744	09/01/2020			147.95
001	JACKSON COUNTY ADULT DETENTION CENTER	203137	09/15/2020	09/04/2020			4,830.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-696	AUG 2020 ADC CHGS		08312020	09/04/2020			4,830.00
001	MS DEPT OF FINANCE & ADMIN	203138	09/15/2020	09/04/2020			18,761.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	AUG 2020 COURT ASSESSMENTS		08312020	09/01/2020			18,761.25
001	MS DEPT OF PUBLIC SAFETY	203139	09/15/2020	09/04/2020			1,147.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	AUG 2020 SPECIAL ASSESSMENTS		08312020	09/01/2020			1,147.00
001	MS DEPT OF PUBLIC SAFETY	203140	09/15/2020	09/04/2020			100.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	AUG 2020 INTERLOCK FEES		08312020	09/01/2020			100.00
001	BORDIS & DANOS PLLC	203141	09/15/2020	09/04/2020			10,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-060-602	SEP 2020 RETAINER		86	09/02/2020			10,000.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BOYS & GIRLS CLUBS OF JACKSON COUNTY INC	203142	09/15/2020	09/04/2020			8,333.30	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-642	SEP 2019 SUPPORT		09302019	08/28/2020			833.33
	001-170-642	OCT 2019 SUPPORT		10312019	08/28/2020			833.33
	001-170-642	NOV 2019 SUPPORT		11302019	08/28/2020			833.33
	001-170-642	DEC 2019 SUPPORT		12312019	08/28/2020			833.33
	001-170-642	JAN 2020 SUPPORT		01312020	08/28/2020			833.33
	001-170-642	FEB 2020 SUPPORT		02292020	08/28/2020			833.33
	001-170-642	MAR 2020 SUPPORT		03312020	08/28/2020			833.33
	001-170-642	APR 2020 SUPPORT		04302020	08/28/2020			833.33
	001-170-642	JUN 2020 SUPPORT		06302020	08/28/2020			833.33
	001-170-642	JUL 2020 SUPPORT		07312020	08/28/2020			833.33
001	FUELMAN	203143	09/15/2020	09/04/2020			1,999.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-525	UNL FUEL		NP58744670	08/31/2020			1,704.45
	001-161-525	UNL & DSL FUEL		NP58744670	08/31/2020			176.10
	001-170-525	UNL FUEL		NP58744670	08/31/2020			118.55
001	MALLETTE BROTHERS CONSTRUCTION INC	203145	09/15/2020	09/04/2020			1,142.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-576	7.45 LIMESTONE TN		21744	08/31/2020			223.50
	001-201-576	8.02 RIP RAP TN		21744	08/31/2020			441.10
	001-201-576	3.34 RAP TN		21744	08/31/2020			100.20
	001-201-576	5.04 ASPHALT TN		21744	08/31/2020			378.00
001	CENTERPOINT ENERGY	203147	09/15/2020	09/04/2020			72.98	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-630	CENTRAL FIRE STN:7/28-8/25/20		11000885-1	09/01/2020			39.85
	001-161-630	SOUTH FIRE STN:7/28-8/25/20		11000999-0	09/01/2020			33.13
001	CABLE ONE INC	203149	09/15/2020	09/04/2020			147.06	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	SEPT 2020: #107571481		08252020	09/01/2020			147.06
001	CABLE ONE INC	203150	09/15/2020	09/04/2020			84.62	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	SEPT 2020: SR BLDG #120793682		08252020	09/01/2020			84.62
001	AUTO TRUCK AND TRAILER PARTS INC	203151	09/15/2020	09/04/2020			2,067.64	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	BOLT (4), CONNECTOR, WIRE		284025	08/05/2020			9.89
	001-161-638	MAINTENANCE: E1		284112	08/06/2020			110.01
	001-100-570	TAG LIGHT (2)		284172	08/10/2020			46.00
	001-161-638	STAINLESS AIR HOSE: E4		284217	08/11/2020			179.00
	001-100-559	WHEEL (4): SCHOOL CROSS SIGN		284245	08/12/2020			39.92
	001-170-639	PURPLE POWER		284249	08/12/2020			6.20
	001-170-639	CABLE END (8): JOHN DEERE		284267	08/13/2020			10.40
	001-170-638	TRI-BALL RECEIVER, HITCH PIN		284326	08/17/2020			40.95
	001-205-559	OIL DRY (5): SHOP		284325	08/17/2020			40.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AUTO TRUCK AND TRAILER PARTS INC	203151	09/15/2020	09/04/2020			2,067.64	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-161-638	SEAL (2): E4	284359	08/18/2020				83.70
	001-161-638	GASKET (3), CHAMBER: E4	284384	08/19/2020				28.60
	001-161-638	BRAKE ROTOR (2), PAD SET: E4	284317	08/19/2020				934.41
	001-161-638	ANTIFREZ (4): FIRE TRUCKS	284438	08/21/2020				44.00
	001-100-570	BATT: CITY HALL CROWN VIC	284499	08/25/2020				105.00
	001-170-639	TRL BALL, EMERY CLOTH(2), GREASE	284530	08/26/2020				49.60
	001-170-559	PKG TIE WRAPS (4)	284542	08/27/2020				20.92
	001-205-638	BATT, FILTER, ABS SENSOR: VAN 2	284518	08/27/2020				176.22
	001-205-638	EXH HANGER(2), QT OIL(6): VAN 2	284518	08/27/2020				31.58
	001-161-638	HOSE: E4	284604	08/31/2020				6.50
	001-161-638	GAL DEXTRON: E2	284603	08/31/2020				11.75
	001-161-638	ANTIFREZ(2), DEXTRON, ROTELLA(3)	284612	08/31/2020				92.99
001	ACE DATA STORAGE INC	203154	09/15/2020	09/08/2020			105.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-100-699	AUG 2020-SHREDDING SERVICE	73441	09/01/2020				105.00
001	CREDIT CARD CENTER	203155	09/15/2020	09/08/2020			1,084.74	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-161-681	FIRE-EMS INST P&P TEXTBK (4)	2198466	08/12/2020				341.79
	001-022-559	RETIREMENT AWARD: BAXTER	D3320240	08/14/2020				173.98
	001-022-559	RETIREMENT AWARD: RUSSELL	D3320240	08/14/2020				173.97
	001-170-512	MOVIE LICENSE: GREASE	BO1733565	08/26/2020				395.00
001	FUELMAN	203158	09/15/2020	09/08/2020			1,773.99	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-100-525	UNL FUEL	NP58813813	09/07/2020				1,459.84
	001-161-525	UNL & DSL FUEL	NP58813813	09/07/2020				199.47
	001-170-525	UNL FUEL	NP58813813	09/07/2020				43.84
	001-205-525	UNL & DSL FUEL	NP58813813	09/07/2020				70.84
001	EVOARMOR LLC	203162	09/15/2020	09/08/2020			6,200.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-092-698	DISINFECT/ANTIMICRO FACILITIES	1007	08/28/2020				5,760.00
	001-092-698	DISINFECT/ANTIMICRO VEHICLES	1007	08/28/2020				440.00
001	MSC 7511	203163	09/15/2020	09/08/2020			470.88	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-092-698	FFO200-01 RENTAL FEE	INV3833698	09/02/2020				470.88
001	BAYVIEW PET MEDICAL AND DENTAL CENTER	203164	09/15/2020	09/08/2020			109.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-100-514	EXAM/VACCS/MEDS:K9-JUSTICE	224527	08/27/2020				109.00
001	AT&T MOBILITY	203165	09/15/2020	09/08/2020			100.60	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-161-605	CELL SERVICE (2)	09052020	08/27/2020				100.60

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	C SPIRE WIRELESS	203166	09/15/2020	09/08/2020			775.91	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-021-605	CITY MGR CELL PHONE	0030759348	08/31/2020			47.19	
	001-040-605	ADMIN CELL PHONES	0030759348	08/31/2020			128.57	
	001-090-605	BLDG-PLNG CELL PHONES	0030759348	08/31/2020			201.60	
	001-090-698	IPAD SERVICE(3)	0030759348	08/31/2020			102.57	
	001-094-605	GRANT-PROJ CELL PHONES	0030759348	08/31/2020			94.38	
	001-170-605	RECREATION CELL PHONES	0030759348	08/31/2020			150.13	
	001-205-605	MAINT CELL PHONES	0030759348	08/31/2020			51.47	
001	TRIPLE J LLC	203167	09/15/2020	09/08/2020			32.98	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-638	REPR TIRE, BALANCE	I002834	09/02/2020			32.98	
001	DIRECTV LLC	203168	09/15/2020	09/08/2020			155.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-698	WEST STN: 022727663 (OCT)	09132020	09/14/2020			155.00	
001	AIRGAS USA LLC	203173	09/15/2020	09/08/2020			1,154.63	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-205-588	REG FLWMTR RAD64003040	9103906156	08/07/2020			161.30	
	001-205-588	OXYGEN INDUSTRIAL CGA 540 (2)	9103906156	08/07/2020			83.66	
	001-205-588	ARGON INSUSTRIAL CGA 580	9103906156	08/07/2020			105.34	
	001-205-588	INM C/AR CD25300	9103906156	08/07/2020			101.70	
	001-205-588	ACET INDUSTRIAL 5 CGA 210 (2)	9103906156	08/07/2020			360.80	
	001-205-588	ACET INDUSTRIAL 3	9103906156	08/07/2020			65.20	
	001-205-588	AIRGAS HAZMAT CHARGE	9103906156	08/07/2020			55.00	
	001-205-588	CYLINDER RENTAL	9973411017	08/31/2020			221.63	
001	AT&T INTERSTATE DED PRIVATE LINE SERVS	203175	09/15/2020	09/08/2020			217.97	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	ACCUNET T1.5 DIGITAL SERV	3120855640	09/01/2020			217.97	
001	MUNICIPAL CODE CORPORATION	203177	09/15/2020	09/08/2020			350.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-040-699	ADMIN SUPPORT FEE 9/20-8/21	00347582	09/02/2020			350.00	
001	CIVICPLUS INC	203188	09/15/2020	09/08/2020			3,184.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-040-699	ANNUAL FEE: CIVIC CLERK PKG	202192	09/01/2020			3,184.00	
001	ALABAMA MEDIA GROUP	203190	09/15/2020	09/08/2020			2,350.12	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-040-615	PUBLISH: BUDGET AMENDMENTS	0009693250	08/16/2020	200897		948.30	
	001-040-615	PUBLISH: BUDGET AMENDMENTS	0009690401	08/16/2020	200897		1,316.50	
	001-090-615	PUBLIC NOTICE: GPC #20-15-VAR	0009698881	08/19/2020	200912		16.68	
	001-090-615	PUBLIC NOTICE: GPC #20-14-VAR	0009698887	08/19/2020	200912		18.00	
	001-090-615	PUBLIC NOTICE: GPC #20-13-VAR	0009698895	08/19/2020	200912		20.28	
	001-090-615	PUBLIC NOTICE: GPC #20-16-VAR	0009699379	08/19/2020	200912		18.00	
	001-040-615	ADOPTED ORDINANCE #252-2020	0009700974	08/23/2020	200926		12.36	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CAN'T MISS EMBROIDERY	203191	09/15/2020	09/08/2020			519.60	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-535	NAVY POLO ENGRAVED (4)	24542	08/26/2020	200906		103.92	
	001-100-535	BLUEBERRY POLO ENGRAVED (4)	24542	08/26/2020	200906		103.92	
	001-100-535	MAROON POLO ENGRAVED (4)	24542	08/26/2020	200906		103.92	
	001-100-535	BLACK POLO ENGRAVED (4)	24542	08/26/2020	200906		103.92	
	001-100-535	SANDSTONE POLO ENGRAVED (4)	24542	08/26/2020	200906		103.92	
001	ACTION PRINTING CENTER INC	203192	09/15/2020	09/08/2020			178.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-620	BUSINESS CARD CHIEF (500)	99800	08/28/2020	200923		52.50	
	001-100-620	BUSINESS CARD CAPT (500)	99800	08/28/2020	200923		52.50	
	001-100-620	BUSINESS CARD CAPT (500)	99800	08/28/2020	200923		52.50	
	001-100-620	BUSINESS CARD CAPT (500)	99800	08/28/2020	200923		52.50	
	001-100-620	VOLUME DISCOUNT 15%	99800	08/28/2020	200923		-31.50	
001	INTERNATIONAL PERSONNEL MANAGEMENT ASSOC	203193	09/15/2020	09/08/2020			312.58	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-022-660	PO-EL 102 TEST (4)	7089N4G2Q1	08/12/2020	200909		57.00	
	001-022-660	ADMIN FEE	7089N4G2Q1	08/12/2020	200909		92.15	
	001-022-660	FF-EL 102 TEST (6)	7093J0Q6F9	08/12/2020	200908		71.28	
	001-022-660	ADMIN FEE	7093J0Q6F9	08/12/2020	200908		92.15	
001	MID SOUTH UNIFORM & SUPPLY INC	203194	09/15/2020	09/08/2020			471.06	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-535	NAVY PANT NO STRIPE (3)	608528	09/01/2020	200935		136.08	
	001-100-535	SS ARMORSKIN BASE SHIRT SM (3)	608528	09/01/2020	200935		128.31	
	001-100-535	NYLON RAID JACKET	608528	09/01/2020	200935		17.00	
	001-100-535	SS ARMORSKIN BASE SHIRT XL (3)	608528	09/01/2020	200935		128.31	
	001-100-535	NAVY PANT NO STRIPE	608528	09/01/2020	200935		45.36	
	001-100-535	EMBROIDER FRONT	608528	09/01/2020	200935		4.00	
	001-100-535	EMBROIDER BACK (6)	608528	09/01/2020	200935		12.00	
001	MS FIRE ACADEMY	203195	09/15/2020	09/08/2020			991.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-681	FF 1001-1-11: HEDMAN, DEREK	28323	08/25/2020	200445		500.00	
	001-161-681	DRVR/OPERATOR 1002:GOFF, I	28357	09/08/2020	200797		122.75	
	001-161-681	DRVR/OPERATOR 1002:HANCOCK, M	28357	09/08/2020			122.75	
	001-161-681	DRVR/OPERATOR 1002:HEDMAN, D	28357	09/08/2020			122.75	
	001-161-681	DRVR/OPERATOR 1002:HOLLAND, J	28357	09/08/2020			122.75	
001	SUNBELT FIRE INC	203196	09/15/2020	09/08/2020			75.32	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-639	BARS106CG-4-4-TI HOSE END (2)	123676	09/03/2020	200969		12.42	
	001-161-639	BS2404-04-04-TI MJICKMNPT (2)	123676	09/03/2020	200969		3.40	
	001-161-639	BAPK527-4 6000PSI HP FT (4)	123676	09/03/2020	200969		34.00	
	001-161-639	LABOR: AIR LINE CASCADE SYS	123676	09/03/2020	200969		25.50	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	WHITEHEAD CONSTRUCTION CO INC	203197	09/15/2020	09/08/2020			2,988.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-576	24.90 TN COLD MIX ASPHALT		6112	09/03/2020	200941		2,988.00
001	MS TROPHY LLC	203198	09/15/2020	09/08/2020			31.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	NAME-SERVING BAR: HUTCHINS		14056	09/02/2020	200936		31.20
001	DUNAWAY SIGNS INC	203200	09/15/2020	09/08/2020			298.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-561	18X24 DS CODE ENF SIGNS (20)		32359	09/03/2020	200974		298.00
001	GOODYEAR AUTO CENTER	203201	09/15/2020	09/08/2020			559.08	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	SET P225/60R18 99W EAG: U #62		221040	08/25/2020	200922		559.08
001	SOUTHERN BARKS INC	203202	09/15/2020	09/08/2020			1,195.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-559	80 YD WOODFIBER MULCH		1422	08/27/2020	200928		1,120.00
	001-170-559	FUEL CHARGE		1422	08/27/2020	200928		75.00
001	SUN HERALD	203204	09/15/2020	09/08/2020			2,835.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-615	PUBLISH: BUDGET HEARING		I04728678	08/23/2020	200919		1,419.00
	001-040-615	PUBLISH: BUDGET HEARING		I04728678	08/30/2020	200919		1,416.00
001	BARNEYS POLICE AND HUNTING SUPPLIES	203207	09/15/2020	09/08/2020			103.98	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	SAF99 INNER BELT REV		54807	09/02/2020	200972		35.99
	001-100-535	SAF87 OUTER DUTY BELT		54807	09/02/2020	200972		67.99
001	SOUTHERN TIRE MART LLC DEPT 143	203209	09/15/2020	09/08/2020			674.15	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	315/80R22.5 TIRE: E4		2500046555	08/31/2020	200913		431.20
	001-161-638	SERVICE CALL		2500046555	08/31/2020	200913		75.00
	001-161-638	TIRE CHANGE RF		2500046555	08/31/2020	200913		35.00
	001-161-638	VALVE STEM		2500046555	08/31/2020	200913		7.95
	001-161-638	SERVICE CALL		2500046317	08/31/2020			85.00
	001-161-638	FLAT REPR: C33		2500046317	08/31/2020			40.00
001	E AND J TIRE LLC	203210	09/15/2020	09/08/2020			15.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-638	VALVE STEM: F350 TRUCK		271	08/27/2020	200934		15.00
001	INSITE SOLUTIONS LLC	203211	09/15/2020	09/08/2020			1,613.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-751	TRAFFIC RUMBLE STRIPS 4"X96'		0142146-IN	08/28/2020	200927		1,533.06
	001-201-751	SHIPPING		0142146-IN	08/28/2020	200927		80.14

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AUDIOWAVE INC	203212	09/15/2020	09/08/2020			80.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	INSTL WATCHGUARD DVR:U #12411		A 52313	07/21/2020	200841		80.00
001	STEINER SAW & MOWER	203213	09/15/2020	09/08/2020			74.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-639	20W 50 OIL (3)		197008	08/05/2020	200885		19.50
	001-161-639	OIL FILTER		197008	08/05/2020	200885		10.00
	001-161-639	AIR FILTER		197008	08/05/2020	200885		24.00
	001-161-639	AIR FILTER YELLOW		197008	08/05/2020	200885		8.00
	001-161-639	SPARK PLUG		197008	08/05/2020	200885		3.25
	001-161-639	SPRING 698726: MOWERS		197008	08/05/2020	200885		10.00
001	AT&T GLOBAL NETWORK SERVS LLC	203217	09/15/2020	09/09/2020			229.64	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	NCIC EQUIPMENT CHARGES		GH76843	09/01/2020			229.64
001	DELTA SANITATION OF MS LLC	203218	09/15/2020	09/09/2020			35.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	FRAZIER PORT O LET		0001107983	08/31/2020			35.00
FUND TOTAL	1 Claims	to	Checks	65 Total	100,406.34	Manual	Held	Total 100,406.34

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY	203214	09/15/2020	09/08/2020			2,792.24	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	172-350-650	LIBRARY SUPPORT		AUG 2020	08/21/2020			2,792.24
FUND TOTAL 172 Claims	to	Checks	1 Total	2,792.24	Manual	Held	Total	2,792.24

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	SINGING RIVER ELECTRIC COOPERATIVE	203113	09/15/2020	09/01/2020			2,730.07	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-631	PARK FACILITIES	76854002	08192020	08/27/2020			2,337.43
	176-170-631	HOUSE	76855002	08192020	08/27/2020			49.66
	176-170-631	SSP WELCOME CENTER	108928002	08192020	08/27/2020			342.98
176	O'REILLY AUTO PARTS	203119	09/15/2020	09/01/2020			97.65	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-639	BATT, CORE CHARGE: SHEP GATOR		1978179309	08/27/2020			115.65
	176-170-639	CDT RTN CORE EXCH: SHEP GATOR		1978179309	08/27/2020			-18.00
176	LOWES HOME CENTERS INC	203125	09/15/2020	09/01/2020			13.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-586	30AMP RV OUTLET: LOT #9		964753	08/05/2020			7.60
	176-170-635	TOILET SUPPLY LINE: BATH HOUSE		901374	08/20/2020			5.50
176	CREDIT CARD CENTER	203156	09/15/2020	09/08/2020			234.35	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-559	CABLE, CORDLESS PHONE		740082	08/18/2020			34.36
	176-170-559	BROWNING TRAIL CAMERA WL PRO		440258	08/18/2020			199.99
176	FOSTERS A/C & HEATING INC	203157	09/15/2020	09/08/2020			105.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-635	SERV CALL: BATH HOUSE UNIT		W1072443	08/21/2020			105.00
176	FUELMAN	203160	09/15/2020	09/08/2020			28.47	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-525	UNL FUEL		NP58813813	09/07/2020			28.47
176	C SPIRE WIRELESS	203169	09/15/2020	09/08/2020			51.47	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	CELL PHONE		0037059348	08/31/2020			51.47
176	CODY D DICKERSON	203208	09/15/2020	09/08/2020			3,464.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-635	NEW METAL ROOF: MOBILE HOME		62921	09/08/2020	200900		3,264.00
	176-170-635	SET-UP/BREAK-DOWN/CLEAN-UP		62921	09/08/2020	200900		200.00
FUND TOTAL 176 Claims	to	Checks	8 Total	6,724.11 Manual		Held	Total	6,724.11

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
306	DAVID RUSH CONSTRUCTION LLC	203189	09/15/2020	09/08/2020			12,588.22	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	306-176-721	RENOVATION 100%		007	08/03/2020		12,588.22	
FUND TOTAL 306 Claims	to	Checks	1 Total	12,588.22	Manual	Held	Total	12,588.22

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CABLE ONE INC	203087	09/15/2020	08/28/2020			71.41	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	SEPT 2020: #107663106		08162020	08/20/2020			71.41
400	SINGING RIVER ELECTRIC COOPERATIVE	203114	09/15/2020	09/01/2020			5,859.47	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 89627001		08172020	08/25/2020			69.59
	400-651-631	LIFT STNS 89702001		08172020	08/25/2020			27.17
	400-651-631	LIFT STNS 17881		08172020	08/25/2020			2,742.79
	400-651-631	WATER WELL 17881		08172020	08/25/2020			3,019.92
400	SINGING RIVER ELECTRIC COOPERATIVE	203115	09/15/2020	09/01/2020			8,371.07	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	IONIZATION PLANT 99216002		08182020	08/26/2020			299.06
	400-651-631	LIFT STATIONS 17882		08182020	08/26/2020			3,141.71
	400-651-631	WATER WELLS 17882		08182020	08/26/2020			3,062.64
	400-651-631	CITY HALL SOUTH 17882		08182020	08/26/2020			1,867.66
400	SINGING RIVER ELECTRIC COOPERATIVE	203116	09/15/2020	09/01/2020			3,678.62	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 17875		08192020	08/27/2020			230.50
	400-651-631	LIFT STNS 17883		08192020	08/27/2020			2,064.05
	400-651-631	LIFT STNS 17884		08192020	08/27/2020			1,384.07
400	O'REILLY AUTO PARTS	203120	09/15/2020	09/01/2020			158.87	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-638	OIL FILTER (3), RANGURD BEAM(4)		1978176659	08/04/2020			48.54
	400-650-638	1QT MOTOR OIL SYNO-20 (5)		1978176659	08/04/2020			32.45
	400-650-638	1QT MOTOR OIL SYN5-30 (12)		1978176659	08/04/2020			77.88
400	JACKSON COUNTY UTILITY AUTHORITY	203122	09/15/2020	09/01/2020			200,859.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-668	SEP 2020 TREATMENT CHGS		828	09/01/2020			190,128.00
	400-651-668	FY 2019 ACTUAL FLOW ADJ		828	09/01/2020			10,731.00
400	LOWES HOME CENTERS INC	203126	09/15/2020	09/01/2020			223.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-559	15OZ MRKG CAUTION BLU PAINT(4)		918189	07/29/2020			22.72
	400-651-581	SUPPLIES: BEASLEY WELL		917509	08/07/2020			112.24
	400-650-559	SHUT-OFF KEY(2), HAND PUMP (2)		918054	08/19/2020			76.68
	400-650-559	KEYCHAIN, HM KEY BLANK (3)		901373	08/20/2020			11.61
400	FUELMAN	203144	09/15/2020	09/04/2020			50.65	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP58744670	08/31/2020			50.65
400	MALLETTE BROTHERS CONSTRUCTION INC	203146	09/15/2020	09/04/2020			543.90	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-585	18.13 RAP TN		21744	08/31/2020			543.90

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CLEARWATER SOLUTIONS LLC	203148	09/15/2020	09/04/2020			170,690.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-672	AUG 2020 OPERATION FEE		GAUTIER093	09/01/2020			170,690.75
400	AUTO TRUCK AND TRAILER PARTS INC	203152	09/15/2020	09/04/2020			165.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-639	BIO CLEAN (4): GENERATOR		284519	08/26/2020			132.88
	400-650-639	FILTER (3): GENERATOR		284519	08/26/2020			32.37
400	CITY OF GAUTIER	203153	09/15/2020	09/07/2020			126,518.73	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-000-104	AUG 2020 GARBAGE PMTS		08312020	08/31/2020			126,518.73
400	COGENT STRATEGIES LLC	203159	09/15/2020	09/08/2020			7,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-601	PROFESSIONAL FEES		1998	09/04/2020			7,500.00
400	FUELMAN	203161	09/15/2020	09/08/2020			73.97	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP58813813	09/07/2020			73.97
400	TYLER TECHNOLOGIES INC	203170	09/15/2020	09/08/2020			3,459.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	INCODE COMPONENT: ANNUAL FEE		025-307210	09/01/2020			2,520.00
	400-650-698	EQUIP MAINT: 3 EPSON PRINTER		025-307210	09/01/2020			609.00
	400-650-698	EQUIP MAINT: 3 BAR CODE SCNR		025-307210	09/01/2020			210.00
	400-650-698	EQUIP MAINT: 3 AUTO CASH DRWR		025-307210	09/01/2020			120.00
400	SOUTHERN LINC	203171	09/15/2020	09/08/2020			89.48	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	SEP 2020 SERV CHGS		10671810	09/01/2020			80.00
	400-650-698	TAXES/FEES		10671810	09/01/2020			9.48
400	WASTE MANAGEMENT OF MS-GLF COAST INC	203172	09/15/2020	09/08/2020			2,077.94	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	ROLL-OFF TIMBERLANE		2421847681	09/01/2020			2,077.94
400	BANCORPSOUTH EQUIPMENT FINANCE	203174	09/15/2020	09/08/2020			143,724.87	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-831	WATER METERS 002-0070322-002		10012020	09/08/2020			143,724.87
400	PROFESSIONAL SOLUTIONS USA INC	203176	09/15/2020	09/08/2020			968.06	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	INSERT:WATER QTY REPORT(7500)		382651	06/12/2020			968.06
400	SOUTHERN PIPE & SUPPLY	203199	09/15/2020	09/08/2020			2,571.94	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	1-1/2 SCH 40 PVC BALL VAL (12)		4512592-00	09/02/2020	200933		35.88
	400-651-581	1 CTS POLY TUBING (200) FT		4512592-00	09/02/2020	200933		94.00
	400-651-581	1 PVC COMP COUP		4512592-00	09/02/2020	200933		18.72

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SOUTHERN PIPE & SUPPLY	203199	09/15/2020	09/08/2020			2,571.94	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-581	1/5 PVC GRIP COUP 1100	4512592-00	09/02/2020	200933		66.00	
	400-651-581	1" CCXCTS PL BALL CORP (12)	4512592-00	09/02/2020	200933		1,066.20	
	400-651-581	1.5 PVC IPS GRIP COUP STOP(18)	8512592-00	09/02/2020	200933		318.06	
	400-651-581	BRBNL (12)	4512592-00	09/02/2020	200933		96.00	
	400-651-581	2 SCH 40 PVC 45 DEG ELL (6)	4512592-00	09/02/2020	200933		5.88	
	400-651-583	2X20 SDR21 PVC GASKET(300) FT	4512592-00	09/02/2020	200933		165.00	
	400-651-581	15" JUMBO WATER METER BOX (2)	4512592-00	09/02/2020	200933		64.30	
	400-651-583	SDR21 3" PVC GASKET COUP (12)	4512592-00	09/02/2020	200933		216.84	
	400-651-581	3.46-3.70X7.5 FORD (2)	4512592-00	09/02/2020	200933		168.66	
	400-651-581	3X12 REPAIR CLAMPS PVC (2)	4512592-00	09/02/2020	200933		144.40	
	400-651-581	3X15 REP CLAMP	4512592-00	09/02/2020	200933		112.00	
	400-651-581	MISSION ARC CLAMP (12)	4037775-02	09/02/2020			315.24	
	400-651-581	CDT RTN:MISSION ARC CLAMP (12)	4544858-00	09/02/2020			-315.24	
400	C & M ELECTRIC MOTOR SERVICE INC	203203	09/15/2020	09/08/2020			1,680.65	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-583	7.5HP SUB PUMP: WESTGATE LS	12277	08/18/2020	200917		1,487.90	
	400-651-583	BC 460-552 CAPACITOR: SPARES	12276	08/18/2020	200916		192.75	
400	SECURE NETWORKS LLC	203205	09/15/2020	09/08/2020			300.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-500	VGA ADAPTER: DARLENE MONITOR	4295	08/27/2020	200915		30.00	
	400-650-500	MS HOME & BUSINESS 2019	4295	08/27/2020	200915		265.00	
	400-650-500	SHIPPING	4295	08/27/2020	200915		5.00	
400	STAPLES BUSINESS ADVANTAGE DEPT ATL	203206	09/15/2020	09/08/2020			264.43	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-500	HP305A C/M/Y TONER 3/PK	3454945501	08/28/2020	200937		264.43	
400	GIBSON ELECTRIC MOTOR SALES & SERV INC	203219	09/15/2020	09/09/2020			3,900.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-581	G12495 110HP	44540	09/02/2020	200975		2,533.00	
	400-651-583	G12645 3HP	44540	09/02/2020	200975		1,367.00	
FUND TOTAL 400 Claims to		Checks	24 Total	683,801.31	Manual	Held	Total	683,801.31

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	203187	09/15/2020	09/08/2020			106,399.26	
			Description	Invoice #	Date	P.O.	Amount	
			AUG 2020 RES GARBAGE (6322)	0001107905	08/31/2020		106,399.26	
FUND TOTAL 404 Claims	to	Checks	1 Total	106,399.26	Manual		Held	Total 106,399.26

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	65 Total	100,406.34 Manual	Held	Total	100,406.34
FUND 172 Claims	to	Checks	1 Total	2,792.24 Manual	Held	Total	2,792.24
FUND 176 Claims	to	Checks	8 Total	6,724.11 Manual	Held	Total	6,724.11
FUND 306 Claims	to	Checks	1 Total	12,588.22 Manual	Held	Total	12,588.22
FUND 400 Claims	to	Checks	24 Total	683,801.31 Manual	Held	Total	683,801.31
FUND 404 Claims	to	Checks	1 Total	106,399.26 Manual	Held	Total	106,399.26
Total for all Funds		Checks	100 Total	912,711.48 Manual	Held	Total	912,711.48

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

Council Meeting:

September 15, 2020

Title:

Authorization to purchase a 2004 Ford F-250 Pickup Truck and a 60 Gallon Fuel Tank for \$10.00 from the Jackson County Board of Supervisors

Introduced by:

Contact Person/Telephone

Paula Yancey 497-8000

Summary Explanation: Authorization to purchase a 2004 Ford F-250 Pickup Truck and a 60 Gallon Fuel Tank for \$10.00 from the Jackson County Board of Supervisors.

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, Jackson County owns a 2004 Ford F-250 Pickup Truck (further described on the attached inventory master record), for which it no longer has any use; and

WHEREAS, Jackson County also owns a 60 Gallon Fuel Tank (further described on the attached inventory master record), for which it no longer has any use; and

WHEREAS, the County road department has indicated this item is available for the City of Gautier to acquire; and

WHEREAS, the City Manager has requested approval to purchase this item from Jackson County for \$10.00; and

WHEREAS, pursuant to Miss. Code Ann. Section 31-7-13(m)(iv), Jackson County may sell items to the City of Gautier for an amount below fair market value so long as the sale is in the best interests of the taxpayers of the State of Mississippi; and

WHEREAS, the Mayor and Council Members hereby find that these purchases would be in the best interests of the City and the taxpayers of the State of Mississippi;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the purchases of a 2004 Ford F-250 Pickup Truck and a 60 Gallon Fuel Tank from Jackson County 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 September 15, 2020.

GLMGBI01 ACCTCYPQ	FIXED ASSETS INVENTORY FILE INQUIRY	GLWGBI97/R4
Asset Number 714	Affiliated Asset No	Status M (Marked)
Tag Decal No 0000050843		Cond G (Good,Satisf,Unsat)
Asset Type 016	TRUCK, PICKUP	
Class	Mobile Equipment	
Location	350 ROAD DEPT. (BRIDGE & CULVERT)	
Fund.....	150 ROAD	
Department	300	
Cost	14622.00	Check No
Purchase From	ESTABROOK MOTOR CO.	Purchase Order No 41662
Purchase Date	2 / 18 / 2004	PO Line No
Description	TRUCK, PICKUP	Serial No 1FTNF20L14EC37194
2004.		Model No F-250
		Manufacturer FORD
		Warranty Expires / /
		Warranty Note TAG:G29291 TITLE:C192254-01
Disposition	2015	
		Date Disposed / /
		Minute Book Page
		License Expires / /
Insurance		
Added 2 / 19 / 2004 by EEA		Changed 7 / 30 / 2020 by DMD
Copyright 2003, Delta Computer Systems, Inc. - All Rights Reserved 04/29-MWW		
F13-PAPERLINK		
F3 for next record,F5-Addendum,F6-Show Depreciation,Page-Up for previous		

Asset Number 15926 Affiliated Asset No 714

Status M (Marked)

Tag Decal No 0000050975

Cond G (Good,Satisf,Unsat)

Asset Type 060 TANK, FUEL/OIL/WATER

Class Other Furniture and Equipment

Location 350 ROAD DEPT. (BRIDGE & CULVERT)

Fund..... 160 BRIDGE

Department 300

Cost 562.50 Check No

Purchase Order No 43328

Purchase From AUTO TRIM DESIGN

PO Line No

Purchase Date 4 / 13 / 2004

Serial No

Description

Model No

TANK, FUEL

Manufacturer

Warranty Expires / /

Warranty Note

ON #714

2015

Disposition

Date Disposed / /

Minute Book Page

License Expires / /

Insurance

Added 5 / 13 / 2004 by EEA

Changed 6 / 25 / 2015 by DMD

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F13-PAPERLINK

F3 for next record,F5-Addendum,F6-Show Depreciation,Page-Up for previous

CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet

Council Meeting:
Title:

September 15, 2020
Approval of the 2020 City of Gautier
Tax Assessments rolls

Introduced by:
Contact Person/Telephone

Paula Yancey 497-8000

Summary Explanation: Approval of the 2020 City of Gautier Tax Assessments rolls

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

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

Action Taken:

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

**ORDER ADOPTING JACKSON COUNTY, MISSISSIPPI
AD VALOREM TAX ASSESSMENT ROLLS AS THE ASSESSMENT
ROLLS FOR THE CITY OF GAUTIER**

WHEREAS, the 2020 ad valorem tax assessment roll of Jackson County has been filed with the Board of Supervisors; and

WHEREAS, the Chancery Clerk of Jackson County has delivered to and filed with the City Clerk a true copy of the part of the 2020 Jackson County assessment roll containing the property located within the City of Gautier; and

WHEREAS, the total assessed value of the real property within the City of Gautier is \$89,252,925.00; and

WHEREAS, the total assessed value of all personal property within the City of Gautier is \$34,671,860.00; and

WHEREAS, the total assessed value of all property, both real and personal, within the City of Gautier is \$123,924,785.00; and

NOW, THEREFORE, IT IS ORDERED that said part of the assessment rolls of Jackson County, Mississippi, filed with the City Clerk by the Chancery Clerk of Jackson County, Mississippi, is hereby adopted as the tax assessment rolls of the City of Gautier for the year 2020.

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 September 15, 2020.

CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting:
Title:

September 15, 2020
Receive August 2020 Privilege License Reports

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Receive August 2020 Privilege License Reports

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2020

WHEREAS, Miss. Code Ann. 27-17-501 requires the governing authority of municipalities to receive a report of the privilege licenses issued during the preceding month; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Privilege License Reports for August 2020 are hereby received.

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

Motion was made by **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 September 15, 2020.

		City of Gautier		
		Business Registry		
		Aug-20		
<u>ACCOUNT#</u>	<u>LICENSE #</u>	<u>BUSINESS NAME/OWNER</u>	<u>AMOUNT</u>	<u>STATUS</u>
1006	2021-08-0006937	Infinity & Beyond Hair Essential	\$20.00	Current
1498	2021-08-0006938	Caminando Hacia La Conquista	\$20.00	Current
1615	2021-08-0006939	Gulf Coast Fitness	\$20.00	Current
565	2021-08-0006940	Baywood Travel	\$20.00	Current
1656	2021-08-0006941	Southern Sweet Cheeks Boutique	\$20.00	New Business
1499	2021-08-0006942	Bunny Bread Thrift Store	\$50.00	Current
680	2021-08-0006943	Country Gentleman	\$51.00	Current
1329	2021-07-0006944	World Finance	\$20.00	Delinquent
1227	Closed	Gregg's Affordable Auto Glass	\$0.00	Closed
1540	2021-04-0006945	Rod's Flooring	\$22.60	Delinquent
1378	2021-08-0006946	Mary's Alterations & Designs	\$20.00	Current
1282	2021-09-0006947	Jennart Ad Design	\$20.00	Current
1094	2021-09-0006948	Hot Nails	\$30.00	Current
1618	2021-08-0006949	Vernis D' OR	\$20.00	Current
1226	2021-08-0006950	Preventive Medicine & Primary Care	\$20.00	Current
1657	2021-08-0006951	Corazon De La Costa	\$20.00	Current
524	2021-08-0006952	McClure's Comfort Zone	\$20.00	Current
484	2021-05-0006953	Auto Air of Gautier	\$22.40	Delinquent
1379	2021-08-0006954	Bienville Orthopedic Specialists	\$150.00	Current
1383	2021-09-0006955	B & D Plastics	\$150.00	Current
1620	2021-09-0006956	Flynn Consulting & Tutoring	\$20.00	Current
511	2021-09-0006957	Primo Engineering	\$20.00	Current
1658	2021-09-0006958	Gator Chop Babershop	\$20.00	New Business
1170	2021-09-0006959	Grand View Security	\$20.00	Current
1636	Closed	Tony's Smokehouse BBQ & Catering	\$0.00	Closed
1659	2021-08-0006960	Tony's Smokehouse BBQ & Catering (New Location)	\$45.00	New Business
557	2021-09-0006961	Awesome Maintenance & Janitorial	\$20.00	Current
1563	Closed	Sylvia's She Shed (GAMP)	\$0.00	Closed
1564	Closed	Deep South Sportz Cards (GAMP)	\$0.00	Closed
1565	Closed	Politis (GAMP)	\$0.00	Closed
1566	Closed	C.Scotts (GAMP)	\$0.00	Closed
1567	Closed	D.Wilson (GAMP)	\$0.00	Closed
1568	Closed	Jeanies This & That (GAMP)	\$0.00	Closed
1569	Closed	Eugene Jolley (GAMP)	\$0.00	Closed
1570	Closed	Mike Daniels (GAMP)	\$0.00	Closed
1571	Closed	Eagles Nest (GAMP)	\$0.00	Closed
1572	Closed	Cruzado (GAMP)	\$0.00	Closed
1573	Closed	Mig Gomez (GAMP)	\$0.00	Closed
1574	Closed	Brian Gomez (GAMP)	\$0.00	Closed
1575	Closed	Kimberly Ray (GAMP)	\$0.00	Closed
1576	Closed	Rachel Roddy (GAMP)	\$0.00	Closed
1578	Closed	One of a Kind (GAMP)	\$0.00	Closed
1579	Closed	Bishop's Dream Candles & Soap (GAMP)	\$0.00	Closed
1580	Closed	Renegade Enterprises (GAMP)	\$0.00	Closed
1581	Closed	James Meeks (GAMP)	\$0.00	Closed
1582	Closed	Books & Stuff (GAMP)	\$0.00	Closed
1583	Closed	Pat Higginbotham (GAMP)	\$0.00	Closed
580	2021-08-0006962	Preferred Painters	\$20.00	Current
1584	Closed	Julia's Find (GAMP)	\$0.00	Closed
1585	Closed	Designs By Kimmie (GAMP)	\$0.00	Closed
1587	Closed	Tiffany Banh (GAMP)	\$0.00	Closed
1588	Closed	Cletus F. McNease (GAMP)	\$0.00	Closed
1589	Closed	Angela Jordan (GAMP)	\$0.00	Closed
1591	Closed	April Richardson (GAMP)	\$0.00	Closed
1592	Closed	Dazzling Paparazzi (GAMP)	\$0.00	Closed
1660	2021-08-0006963	That Gumbo Life	\$20.00	New Business
1593	Closed	John Tavares (GAMP)	\$20.00	Closed
1594	Closed	Glenda Nelson (GAMP)	\$0.00	Closed
1595	Closed	Lionel V. Clark (GAMP)	\$0.00	Closed

1596	Closed	Joyce Terry (GAMP)	\$0.00	Closed
1597	Closed	Tom Orton (GAMP)	\$0.00	Closed
1599	Closed	Maria Reed (GAMP)	\$0.00	Closed
1601	Closed	Darren Driggers (GAMP)	\$0.00	Closed
1602	Closed	Frances Smith (GAMP)	\$0.00	Closed
1603	Closed	Jacqueline Daniels (GAMP)	\$0.00	Closed
1604	Closed	Lorena Smith (GAMP)	\$0.00	Closed
1605	Closed	Bill Lester (GAMP)	\$0.00	Closed
1608	Closed	Rita Wirtz (GAMP)	\$0.00	Closed
1609	Closed	Nellie Broadnax (GAMP)	\$0.00	Closed
1610	Closed	Technical Assistance Group (GAMP)	\$0.00	Closed
1611	Closed	Mitchells Travel Cloting (GAMP)	\$0.00	Closed
1612	Closed	Bernard Suthoff (GAMP)	\$0.00	Closed
1613	Closed	Bobbie's Booth (GAMP)	\$0.00	Closed
1616	Closed	Greater Teams Promotion (GAMP)	\$0.00	Closed
573	2021-08-0006964	McGee Construction	\$20.00	Current
1424	2021-04-0006965	Star Life Entertainment	\$22.60	Current
862	2021-08-0006966	Studio 1 Productions	\$20.00	Current
261	2021-09-0006967	Dugger Pediatric Clinic	\$20.00	Current
1442	2021-08-0006968	Sala Sno	\$20.00	Current
532	2021-09-0006969	Legacy Funeral Services (O'Keefe)	\$20.00	Current
1236	Closed	Flawless Fades	\$0.00	Closed
		Total	\$1,043.60	
		New Business	4	
		Transient Vendor	0	
		Closed Business	48 - (45) Flea Market	
		Delinquent Renewals Issued	3	

Gamp- Great American Market Place
Flea Market

CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet

Council Meeting:
Title:

September 15, 2020
Resolution approving the continuation of a
Declaration of Local Emergency pertaining to
COVID-19.

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

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 September 15, 2020.

CITY OF GAUTIER
Consent Agenda Item #5
Fact Sheet

Council Meeting:
Title:

September 15, 2020
Approval of minutes from Regular Council Meeting
held September 1, 2020 and Recessed Council Meeting
held September 8, 2020.

Introduced by:

Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Approval of minutes from Regular Council Meeting held September 1, 2020 and Recessed Council Meeting held September 8, 2020.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2020

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from the Regular Council Meeting held September 1, 2020 and Recessed Council Meeting held September 8, 2020 are hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 15, 2020.

Tuesday
September 1, 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 September 1, 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, and Adam Colledge. Present by teleconference was Councilmember Rusty Anderson. Also present was Paula Yancey, City Manager; Teresa Montgomery, City Clerk; Josh Danos, City Attorney and other concerned citizens. Absent was Councilwoman Mary Martin.

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
September 1, 2020 @ 6:30 PM**

- I. Call to Order**
 - 1. Prayer
 - 2. Pledge of Allegiance
- II. Agenda Order Approval**
- III. Announcements**
 - 1. Offices closed September 7, 2020 in observance of Labor Day
 - 2. Farmers Market will be Thursday, September 24th from 2pm until 6pm at the Singing River Mall Property
 - 3. City of Gautier's Crusin' through the Decades Event will be October 4, 2020 from 4pm – 8pm at the Singing River Mall Property. (Drive-in Movie will begin at 6:30pm featuring Grease)
- IV. Presentation Agenda**
 - 1. Recognition of Retirement for Casey Baxter
- V. Business Agenda**
 - 1. Conduct a Public Hearing for Municipal Budget and Tax Levy for Fiscal Year 2020-2021

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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2. Adoption of a Resolution Fixing the Ad Valorem Tax Levy for the Fiscal Year 2020-2021

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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3. Receive and Accept Audited Financial Statements for the year ended September 30, 2019 and authorization to publish a synopsis of same

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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4. Approval of an ordinance to abolish municipal election commissioners in the City of Gautier, MS

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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5. Approval of an agreement between the City of Gautier and Jackson County to have the County election commissioners conduct municipal elections

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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6. Authorization to Acknowledge Bids and Award Contract for the City Hall Water Well Project

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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7. Approval of Amendment No. 1 to the professional services agreement with Heflin Engineering for work associated with Bacot Park

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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8. Authorization to Advertise for Bids for Bacot Park Improvements

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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9. Approval of the 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 is requested for retiring Police Captain Casey Baxter to purchase his duty weapon for \$1.00

2. Approval of Minutes from Recessed Council Meeting held August 18, 2020 and Recessed Council Meeting held August 20, 2020

3. Resolution approving the continuation of a Declaration of Local Emergency pertaining to COVID-19
4. Resolution requesting and approving assistance from Jackson County in purchasing and installing playground equipment for Bacot Park
5. Approval of an agreement between the City of Gautier and Elektra-Tech Entertainment to provide sound and production services for the City of Gautier's one day Cruisin' Through the Decades Event
6. Authorization to retire K-9 Unit (Justice) from service, and to transfer ownership to Captain David Bever

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 September 8, 2020 at 6:00 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. Remove Presentation – Recognition of Retirement for Casey Baxter
2. Correct pg. 13 on the August 20, 2020 Recess Council Meeting Minutes to read, "Discussion"

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

Announcements

1. Offices closed September 7, 2020 in observance of Labor Day
2. Farmers Market will be Thursday, September 24th from 2pm until 6pm at the Singing River Mall Property

3. City of Gautier's Crusin' through the Decades Event will be October 4, 2020 from 4pm – 8pm at the Singing River Mall Property. (Drive-in Movie will begin at 6:30pm featuring Grease)

Presentation

None

STATE HOLIDAYS

MISS. CODE ANN. § 3-3-7:

(1) Except as otherwise provided in subsection (2) of this section, the following are declared to be legal holidays, viz: the first day of January (New Year's Day); the third Monday of January (Robert E. Lee's birthday and Dr. Martin Luther King, Jr.'s birthday); the third Monday of February (Washington's birthday); the last Monday of April (Confederate Memorial Day); the last Monday of May (National Memorial Day and Jefferson Davis' birthday); the fourth day of July (Independence Day); the first Monday of September (Labor Day); the eleventh day of November (Armistice or Veterans' Day); the day fixed by proclamation by the Governor of Mississippi as a day of Thanksgiving, which shall be fixed to correspond to the date proclaimed by the President of the United States (Thanksgiving Day); and the twenty-fifth day of December (Christmas Day). In the event any holiday hereinbefore declared legal shall fall on Sunday, then the next following day shall be a legal holiday.

(2) In lieu of any one (1) legal holiday provided for in subsection (1) of this section, 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.

(3) August 16 is declared to be Elvis Aaron Presley Day in recognition and appreciation of Elvis Aaron Presley's many contributions, international recognition and the rich legacy left to us by Elvis Aaron Presley. This day shall be a day of recognition and observation and shall not be recognized as a legal holiday.

(4) May 8 is declared to be Hernando de Soto Day in recognition, observation and commemoration of Hernando de Soto, who led the first and most imposing expedition ever made by Europeans into the wilds of North America and the State of Mississippi, and in further recognition of the Spanish explorer's 187-day journey from the Tombigbee River basin on our state's eastern boundary, westward to the place of discovery of the Mississippi River on May 8, 1541. This day shall be a day of commemoration, recognition and observation of Hernando de Soto and European exploration and shall not be recognized as a legal holiday.

(5) Armistice Day (Veterans Day) shall be observed by appropriate exercises in all the public schools in the State of Mississippi. The superintendent of schools of each public school district is authorized to provide for the appearance of uniformed military personnel, uniformed veterans or the families of fallen military personnel/veterans at such public school exercises in honor of Armistice (Veterans) Day. The superintendent of schools is also authorized to permit the school band and its director(s) at any public school in the district to perform at Armistice (Veterans) Day exercises in the school district upon the request of public officials or veterans associations without loss of any program credit by participating students and without loss of leave by participating school personnel.

Holiday Proclamations from the Governor:

- New Year's Day (/Education-Publications/Pages/Proclamation-New-Years-Day.aspx)
- Independence Day -- July Fourth (/content/documents/ed_pubs/holidays/Proclamation_July42020.pdf)
- Veteran's Day -- November 11 (/content/documents/ed_pubs/holidays/Veteran%27s%20Day%202019%20Holiday%20Notice.pdf)
- Thanksgiving Day, Christmas Day, and New Year's Day (/content/documents/ed_pubs/holidays/Thanksgiving%20Christmas%20and%20New%20Year%27s%20Holidays%202019.pdf)



Gautier

Farmers

MARKET



SEPTEMBER 24TH
2:00 P.M. UNTIL 6:00 P.M.
SR MALL PROPERTY
2800 HWY 90

PLEASE NOTE DATE & LOCATION CHANGE

FOR MORE INFORMATION OR TO BECOME A
VENDOR CONTACT RACHEL HONEA AT 228-219-3259



CITY OF GAUTIER'S *Cruisin'* THROUGH THE DECADES



OCTOBER 4, 2020

CRUISE-IN 4PM DRIVE-IN MOVIE 6:30 PM

2800 HWY 90 GAUTIER, MS

THEMED MUSIC

FOOD TRUCKS

RESERVED PARKING FOR ALL CRUISERS

SOCIAL DISTANCING WILL BE ENFORCED!



COME VIEW CLASSIC BEAUTIES!

4PM-6PM SINGING RIVER MALL PROPERTY

2800 HWY 90 GAUTIER, MS

Gift bags for the 1st 250 Cruisers



6:30 pm Singing River Mall Property

A Public Hearing was held between the Mayor and Council of the City of Gautier regarding the Municipal Budget and Tax Levy for Fiscal Year 2020-2021. No action was requested.

City of Gautier
October 1, 2020 - September 30, 2021
Annual Budget

<u>GENERAL FUND: FUND 001</u>	ORIGINAL	PROPOSED
REVENUES	BUDGET	BUDGET
	FY 2020	FY 2021
Licenses & Permits	\$ 100,000.00	\$ 97,000.00
Inter-Governmental Revenue:		
In Lieu of Taxes	\$ 352,000.00	\$ 353,000.00
Franchise Fees	\$ 148,000.00	\$ 150,000.00
General Sales Tax	\$ 2,260,000.00	\$ 2,275,000.00
ABC Licenses	\$ 13,000.00	\$ 13,000.00
Homestead Reimbursement	\$ 100,000.00	\$ 105,000.00
Motor Fuel Tax	\$ 15,000.00	\$ 15,000.00
Modernization USE Tax		\$ 130,000.00
Shared Revenues - Road Tax	\$ 514,000.00	\$ 579,000.00
Shared Revenues - Recreation	\$ 140,000.00	\$ 141,000.00
JCBS Inter Local Funds	\$ -	\$ -
Rail Car Tax	\$ 2,800.00	\$ 2,800.00
Privilege Tax-Heavy Duty Vehicle	\$ 4,500.00	\$ 5,000.00
Municipal Aid Surplus	\$ 9,250.00	\$ 9,250.00
FEMA/MEMA Reimbursement	\$ 54,087.00	\$ 95,000.00
Fine & Forfeits	\$ 530,000.00	\$ 500,000.00
Grants	\$ 36,759.00	\$ 85,888.00
Surplus Property	\$ -	\$ -
Loan - Public Safety Vehicles	\$ 121,500.00	\$ -
Loan - IBM Server	\$ 42,500.00	\$ -
Miscellaneous	\$ 180,200.00	\$ 141,400.00
Transfer from Other Funds	\$ -	\$ -
Transfer from Solid Waste Fund	\$ 327,170.00	\$ 332,634.00
Transfer from Enterprise Fund	\$ 695,308.00	\$ 704,000.00
Total revenue from sources other than taxation	\$ 5,646,074.00	\$ 5,733,972.00
Balance at beginning of year	\$ 2,250,000.00	\$ 2,400,000.00
Total from all sources other than taxation	\$ 7,896,074.00	\$ 8,133,972.00
Amount necessary to be raised by tax levy	\$ 4,818,607.00	\$ 4,829,923.00
Total available cash and anticipated revenue	\$ 12,714,681.00	\$ 12,963,895.00
<u>GENERAL FUND</u>		
EXPENDITURES		
LEGISLATIVE DEPARTMENT		
Personnel Services	\$ 142,460.00	\$ 156,538.00
Supplies	\$ 3,000.00	\$ 2,000.00
Other Services & Charges	\$ 16,525.00	\$ 16,525.00
Total	\$ 161,985.00	\$ 175,063.00
CITY COURT		
Personnel Services	\$ 191,709.00	\$ 182,166.00
Supplies	\$ 2,500.00	\$ 2,500.00
Other Services & Charges	\$ 145,050.00	\$ 130,550.00
Capital Outlay	\$ -	\$ -
Total	\$ 339,259.00	\$ 315,216.00
CITY MANAGER		
Personnel Services	\$ 170,309.00	\$ 120,000.00
Supplies	\$ 2,500.00	\$ 2,500.00
Other Services & Charges	\$ 87,800.00	\$ 127,800.00
Total	\$ 260,609.00	\$ 250,300.00
HUMAN RESOURCES		
Personnel Services	\$ 55,535.00	\$ 55,664.00
Supplies	\$ 3,500.00	\$ 2,500.00
Other Services & Charges	\$ 8,600.00	\$ 7,100.00
Total	\$ 67,635.00	\$ 65,264.00

ELECTIONS

Supplies	\$	-	\$	500.00
Other Services & Charges	\$	-	\$	31,500.00
Total	\$	-	\$	32,000.00

CITY CLERK

Personnel Services	\$	189,932.00	\$	472,598.00
Supplies	\$	11,750.00	\$	17,000.00
Other Services & Charges	\$	21,900.00	\$	22,400.00
Capital Outlay	\$	-	\$	2,000.00
Debt Service	\$	-	\$	10,498.00
Total	\$	223,582.00	\$	524,496.00

FINANCE

Personnel Services	\$	227,200.00	\$	-
Supplies	\$	4,000.00	\$	-
Capital Outlay	\$	42,500.00	\$	-
Total	\$	273,700.00	\$	-

CITY ATTORNEY

Other Services & Charges	\$	130,000.00	\$	130,000.00
Total	\$	130,000.00	\$	130,000.00

BUILDING & PLANNING

Personnel Services	\$	340,404.00	\$	356,316.00
Supplies	\$	10,900.00	\$	10,400.00
Other Services & Charges	\$	33,970.00	\$	57,800.00
Total	\$	385,274.00	\$	424,516.00

GENERAL EXPENSES & FACILITIES

Supplies	\$	14,000.00	\$	18,000.00
Other Services & Charges	\$	632,600.00	\$	663,600.00
Capital Outlay	\$	-	\$	-
Total	\$	646,600.00	\$	681,600.00

GRANTS & PROJECTS ADMIN

Personnel Services	\$	180,007.00	\$	178,740.00
Supplies	\$	1,100.00	\$	900.00
Other Services & Charges	\$	16,155.00	\$	14,975.00
Capital Outlay	\$	600.00	\$	600.00
Total	\$	197,862.00	\$	195,215.00

POLICE DEPARTMENT

Personnel Services	\$	3,048,104.00	\$	3,078,738.00
Supplies	\$	204,000.00	\$	197,500.00
Other Services & Charges	\$	167,400.00	\$	159,900.00
Capital Outlay	\$	128,025.00	\$	31,000.00
Debt Service	\$	66,511.00	\$	38,830.00
Total	\$	3,614,040.00	\$	3,505,968.00

FIRE DEPARTMENT

Personnel Services	\$	2,454,567.00	\$	2,515,039.00
Supplies	\$	66,867.00	\$	61,867.00
Other Services & Charges	\$	109,628.00	\$	104,650.00
Capital Outlay	\$	6,200.00	\$	6,200.00
Debt Service	\$	13,416.00	\$	13,416.00
Total	\$	2,650,678.00	\$	2,701,172.00

RECREATION DEPARTMENT

Personnel Services	\$	373,733.00	\$	416,147.00
Supplies	\$	67,000.00	\$	82,000.00
Other Services & Charges	\$	89,500.00	\$	78,750.00
Capital Outlay	\$	23,100.00	\$	2,500.00
Debt Service	\$	27,343.00	\$	27,343.00
Total	\$	580,676.00	\$	606,740.00

STREETS			
Supplies	\$	70,000.00	\$ 75,000.00
Other Services & Charges	\$	159,000.00	\$ 231,000.00
Capital Outlay	\$	35,000.00	\$ 35,000.00
Total	\$	264,000.00	\$ 341,000.00
MAINTENANCE			
Personnel Services	\$	202,567.00	\$ 222,002.00
Supplies	\$	23,800.00	\$ 20,800.00
Other Services & Charges	\$	6,470.00	\$ 5,470.00
Total	\$	232,837.00	\$ 248,272.00
INTERFUND TRANSFERS			
Transfer to Other Funds	\$	840,143.00	\$ 850,529.00
Transfer to Health Benefit Fund	\$	-	\$ -
Total	\$	840,143.00	\$ 850,529.00
TOTAL EXPENDITURES	\$	10,868,880.00	\$ 11,047,351.00
YEAR END BALANCE	\$	1,845,801.00	\$ 1,916,544.00
BALANCE	\$	12,714,681.00	\$ 12,963,895.00

MS DEVELOPMENT BANK KATRINA LOAN FUND: FUND 007 (Original issue \$2.5 million)

REVENUE			
Balance at beginning of year	\$	431.80	\$ -
Transfer from General Fund	\$	280,000.00	\$ -
Total available cash and anticipated revenue	\$	280,431.80	\$ -
EXPENDITURES			
Annual Fees	\$	650.00	\$ -
Ms Dev Katrina Loan - Debt Service	\$	279,744.00	\$ -
TOTAL EXPENDITURES	\$	280,394.00	\$ -
YEAR END BALANCE	\$	37.80	\$ -
BALANCE	\$	280,431.80	\$ -

TRANSPORTATION ENHANCEMENT - DOWNTOWN: FUND 13

REVENUE			
Balance at beginning of year	\$	(40,971.45)	\$ -
Grant	\$	40,971.45	\$ -
Total available cash and anticipated revenue	\$	-	\$ -
TOTAL EXPENDITURES	\$	-	\$ -
YEAR END BALANCE	\$	-	\$ -
BALANCE	\$	-	\$ -

ALLEN ROAD WIDENING: FUND 20

REVENUES			
Balance at beginning of year	\$	-	\$ -
Transfer from General Fund	\$	46,324.00	\$ 46,324.00
Total available cash and anticipated revenue	\$	46,324.00	\$ 46,324.00
EXPENDITURES			
Debt Service	\$	46,324.00	\$ 46,324.00
TOTAL EXPENDITURES	\$	46,324.00	\$ 46,324.00
YEAR END BALANCE	\$	-	\$ -
BALANCE	\$	46,324.00	\$ 46,324.00

MDAH SCHOOL HOUSE PROJECT: FUND 30

REVENUES			
Balance at beginning of year	\$	2,983.43	\$ 2,983.43
Total available cash and anticipated revenue	\$	2,983.43	\$ 2,983.43
EXPENDITURES			
Supplies	\$	2,983.43	\$ 2,983.43
TOTAL EXPENDITURES	\$	2,983.43	\$ 2,983.43
YEAR END BALANCE	\$	-	\$ -
BALANCE	\$	2,983.43	\$ 2,983.43

MARTIN BLUFF ROAD PROJECT: FUND 128**REVENUES**

Balance at beginning of year	\$	102,012.64	\$	-
Total available cash and anticipated revenue	\$	102,012.64	\$	-

EXPENDITURES

Transfer Out to Fund 303	\$	102,012.64	\$	-
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TOTAL EXPENDITURES	\$	102,012.64	\$	-
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YEAR END BALANCE	\$	-	\$	-
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BALANCE	\$	102,012.64	\$	-
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\$7M CAPITAL IMPROVEMENT BOND ISSUE - FUND 130**REVENUES**

Balance at beginning of year	\$	1,306,470.87	\$	1,291,364.10
Interest	\$	3,000.00	\$	1,000.00
MDOT Reimbursements	\$	3,830,991.71	\$	5,189,078.00
Transfer from GF Debt Service	\$	513,819.00	\$	489,298.00
Transfer from Enterprise Fund	\$	-	\$	825,000.00
Total available cash and anticipated revenue	\$	5,654,281.58	\$	7,795,740.10

EXPENDITURES

Annual Bond Fees	\$	2,300.00	\$	2,500.00
Annual Bond Payment - Debt Service	\$	511,519.00	\$	486,798.00
Capital Improvements	\$	5,140,462.58	\$	7,306,442.10
Transfer to General Fund	\$	-	\$	-

TOTAL EXPENDITURES	\$	5,654,281.58	\$	7,795,740.10
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YEAR END BALANCE	\$	-	\$	-
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BALANCE	\$	5,654,281.58	\$	7,795,740.10
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LOCAL FORFEITURES: FUND 156**REVENUES**

Balance at beginning of year	\$	-	\$	298,356.01
Assets Forfeited	\$	-	\$	-
Total available cash and anticipated revenue	\$	-	\$	298,356.01

EXPENDITURES

Personnel Services (Overtime)	\$	-	\$	64,240.00
Supplies	\$	-	\$	2,500.00
Capital Outlay	\$	-	\$	231,616.01

TOTAL EXPENDITURES	\$	-	\$	298,356.01
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YEAR END BALANCE	\$	-	\$	-
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BALANCE	\$	-	\$	298,356.01
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U S JUSTICE EQUITABLE SHARING: FUND 157**REVENUES**

Balance at beginning of year	\$	365,285.19	\$	86,273.95
Assets Forfeited	\$	-	\$	-
Total available cash and anticipated revenue	\$	365,285.19	\$	86,273.95

EXPENDITURES

Personnel Services (Overtime)	\$	51,392.00	\$	-
Supplies	\$	1,000.00	\$	-
Capital Outlay	\$	100,000.00	\$	86,273.95

TOTAL EXPENDITURES	\$	152,392.00	\$	86,273.95
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YEAR END BALANCE	\$	212,893.19	\$	-
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BALANCE	\$	365,285.19	\$	86,273.95
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FIRE PROTECTION FUND: FUND 160**REVENUES**

Balance at beginning of year	\$	242,526.10	\$	251,814.17
Fire Insurance Rebate	\$	106,000.00	\$	108,000.00
MS Code Rebate	\$	3,000.00	\$	3,000.00
Loan Proceeds	\$	-	\$	-
Total available cash and anticipated revenue	\$	351,526.10	\$	362,814.17

EXPENDITURES

Other Services & Charges	\$	18,237.43	\$	21,343.30
Capital Outlay	\$	65,000.00	\$	65,000.00
Debt Service	\$	102,754.00	\$	102,754.00
Transfer to Fund 161	\$	-	\$	-

TOTAL EXPENDITURES	\$	185,991.43	\$	189,097.30
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YEAR END BALANCE	\$	165,534.67	\$	173,716.87
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BALANCE	\$	351,526.10	\$	362,814.17
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TIDELANDS GRANT FUND - FUND 171**REVENUES**

Balance at beginning of year	\$	(32,082.92)	\$	24,960.95
MDA Capital Expenditure Funds	\$	-	\$	-
Grant: Shepard State Park	\$	124,502.54	\$	194,527.32
Grant: City Park	\$	118,355.77	\$	-
Transfers In (Fund 305)	\$	-	\$	-
Total available cash and anticipated revenue	\$	210,775.39	\$	219,488.27

EXPENDITURES

Capital Outlay: Shepard State Park	\$	128,945.44	\$	219,488.27
Capital Outlay: Mary Walker Bayou Parks	\$	81,829.95	\$	-

TOTAL EXPENDITURES	\$	210,775.39	\$	219,488.27
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YEAR END BALANCE	\$	-	\$	-
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BALANCE	\$	210,775.39	\$	219,488.27
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LIBRARY SUPPORT FUND: FUND 172**REVENUES**

Balance at Beginning of Year	\$	-	\$	-
Amount to be raised by tax levy	\$	110,096.00	\$	114,998.00
Total available cash and anticipated revenue	\$	110,096.00	\$	114,998.00

EXPENDITURES

Other Services & Charges	\$	110,096.00	\$	114,998.00
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TOTAL EXPENDITURES	\$	110,096.00	\$	114,998.00
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YEAR END BALANCE	\$	-	\$	-
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BALANCE	\$	110,096.00	\$	114,998.00
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SHEPARD STATE PARK: FUND 176**REVENUES**

Balance at beginning of year	\$	63,407.00	\$	52,000.00
Other Revenue	\$	-	\$	150.00
Camping Fees	\$	90,000.00	\$	100,000.00
Admission Fees/Day Use	\$	5,500.00	\$	6,000.00
Total available cash and anticipated revenue	\$	158,907.00	\$	158,150.00

EXPENDITURES

Personnel Services	\$	44,930.00	\$	63,048.00
Supplies	\$	17,750.00	\$	16,950.00
Other Services & Charges	\$	49,570.00	\$	59,050.00
Capital Outlay	\$	16,200.00	\$	2,500.00

TOTAL EXPENDITURES	\$	128,450.00	\$	141,548.00
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YEAR END BALANCE	\$	30,457.00	\$	16,602.00
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BALANCE	\$	158,907.00	\$	158,150.00
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S2018 UTILITY REVENUE BOND DEBT SERVICE: FUND 250**REVENUES**

Balance at beginning of year	\$	145,810.79	\$	114,193.00
Miscellaneous - Interest	\$	2,000.00	\$	300.00
Transfers In	\$	350,000.00	\$	301,263.00
Total available cash and anticipated revenue	\$	497,810.79	\$	415,756.00

EXPENDITURES

Debt Service	\$	286,782.00	\$	285,657.00
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TOTAL EXPENDITURES

\$	286,782.00	\$	285,657.00
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YEAR END BALANCE

\$	211,028.79	\$	130,099.00
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BALANCE

\$	497,810.79	\$	415,756.00
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RESERVE FUND - S2018 UTILITY REVENUE BOND: FUND 251**REVENUES**

Balance at Beginning of Year	\$	324,335.45	\$	327,780.48
Miscellaneous - Interest	\$	5,000.00	\$	600.00
Transfers In	\$	10,000.00	\$	10,000.00
Total available cash and anticipated revenue	\$	339,335.45	\$	338,380.48

EXPENDITURES

Transfers Out (Fund 250)	\$	14,397.07	\$	1,263.00
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TOTAL EXPENDITURES

\$	-	\$	1,263.00
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YEAR END BALANCE

\$	339,335.45	\$	337,117.48
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BALANCE

\$	339,335.45	\$	338,380.48
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S2019 UTILITY REVENUE BOND DEBT SERVICE: FUND 252**REVENUES**

Balance at beginning of year	\$	-	\$	308,630.00
Miscellaneous - Interest	\$	-	\$	300.00
Transfers In	\$	-	\$	386,844.00
Total available cash and anticipated revenue	\$	-	\$	695,774.00

EXPENDITURES

Debt Service	\$	-	\$	454,009.00
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TOTAL EXPENDITURES

\$	-	\$	454,009.00
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YEAR END BALANCE

\$	-	\$	241,765.00
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BALANCE

\$	-	\$	695,774.00
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RESERVE FUND - S2019 UTILITY REVENUE BOND: FUND 253**REVENUES**

Balance at Beginning of Year	\$	-	\$	436,207.07
Miscellaneous - Interest	\$	-	\$	600.00
Transfers In	\$	-	\$	10,000.00
Total available cash and anticipated revenue	\$	-	\$	446,807.07

EXPENDITURES

Transfers Out (Fund 252)	\$	-	\$	844.00
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TOTAL EXPENDITURES

\$	-	\$	844.00
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YEAR END BALANCE

\$	-	\$	445,963.07
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BALANCE

\$	-	\$	446,807.07
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USDA-NRCS EMERGENCY WATERSHED: FUND 300**REVENUES**

Balance at beginning of year	\$	19,807.16	\$	43,916.51
Grant	\$	133,031.25	\$	166,031.25
Transfers In (Enterprise)	\$	43,160.53	\$	25,402.24
Total available cash and anticipated revenue	\$	195,998.94	\$	235,350.00

EXPENDITURES

Other Services & Charges	\$	161,250.00	\$	235,350.00
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TOTAL EXPENDITURES

\$	161,250.00	\$	235,350.00
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YEAR END BALANCE

\$	34,748.94	\$	-
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BALANCE

\$	195,998.94	\$	235,350.00
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PINE CONE DRIVE SPILLWAY: FUND 301**REVENUES**

Balance at beginning of year	\$	43,160.53	\$	-
Total available cash and anticipated revenue	\$	43,160.53	\$	-

EXPENDITURES

Transfers Out (Fund 300)	\$	43,160.53	\$	-
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TOTAL EXPENDITURES	\$	43,160.53	\$	-
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YEAR END BALANCE	\$	-	\$	-
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BALANCE	\$	43,160.53	\$	-
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MDOT TA GRANT-MARTIN BLUFF SIDEWALK: FUND 303**REVENUES**

Balance at beginning of year	\$	400,851.61	\$	452,086.65
MDOT Reimbursements	\$	500,000.00	\$	808,000.00
Transfers In (Fund 128)	\$	102,012.64	\$	-
Total available cash and anticipated revenue	\$	1,002,864.25	\$	1,260,086.65

EXPENDITURES

Other Services & Charges	\$	49,270.46	\$	-
Capital Outlay	\$	953,593.79	\$	1,152,085.49

TOTAL EXPENDITURES	\$	1,002,864.25	\$	1,152,085.49
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YEAR END BALANCE	\$	-	\$	108,001.16
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BALANCE	\$	1,002,864.25	\$	1,260,086.65
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TOWN COMMONS PARK PROJECT: FUND 304**REVENUES**

Balance at beginning of year	\$	2,123,813.19	\$	2,066,900.00
Tidelands Grant	\$	565,176.74	\$	936,360.98
State Funding Allocation (IIF)	\$	-	\$	-
Interest	\$	9,600.00	\$	1,000.00
Transfers In	\$	220,000.00	\$	-
Total available cash and anticipated revenue	\$	2,918,589.93	\$	3,004,260.98

EXPENDITURES

Capital Outlay	\$	2,918,589.93	\$	3,004,260.98
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TOTAL EXPENDITURES	\$	2,918,589.93	\$	3,004,260.98
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YEAR END BALANCE	\$	-	\$	-
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BALANCE	\$	2,918,589.93	\$	3,004,260.98
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S2019 MS PUBLIC IMPS GO BOND CONST: FUND 305**REVENUES**

Balance at beginning of year	\$	356,833.85	\$	54,087.79
Interest	\$	30,000.00	\$	2,400.00
Transfer In (Debt Service)	\$	-	\$	294,907.00
Total available cash and anticipated revenue	\$	386,833.85	\$	351,394.79

EXPENDITURES

Capital Outlay (Recreation)	\$	70,000.00	\$	52,033.37
Contingencies - Unappropriated	\$	67,403.48	\$	3,450.00
Debt Service	\$	-	\$	294,907.00

TOTAL EXPENDITURES	\$	137,403.48	\$	350,390.37
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YEAR END BALANCE	\$	249,430.37	\$	1,004.42
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BALANCE	\$	386,833.85	\$	351,394.79
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SSP WELCOME CENTER PH III: FUND 306**REVENUES**

Balance at beginning of year	\$	296,725.00	\$	-
Tidelands Grant	\$	136,700.00	\$	-
Transfers In	\$	-	\$	-
Total available cash and anticipated revenue	\$	433,425.00	\$	-

EXPENDITURES

Capital Outlay	\$	433,425.00	\$	-
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TOTAL EXPENDITURES	\$	433,425.00	\$	-
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YEAR END BALANCE	\$	-	\$	-
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BALANCE	\$	433,425.00	\$	-
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BACOT PARK IMPROVEMENTS: FUND 307**REVENUES**

Balance at beginning of year	\$	1,687,250.00	\$	1,605,750.00
Transfers In	\$	-	\$	-
Total available cash and anticipated revenue	\$	1,687,250.00	\$	1,605,750.00

EXPENDITURES

Capital Outlay	\$	1,687,250.00	\$	1,605,750.00
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TOTAL EXPENDITURES	\$	1,687,250.00	\$	1,605,750.00
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YEAR END BALANCE	\$	-	\$	-
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BALANCE	\$	1,687,250.00	\$	1,605,750.00
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SSP BOARDWALK PROJECT: FUND 308**REVENUES**

Balance at beginning of year	\$	195,450.00	\$	(223,504.25)
Tidelands Grant	\$	375,050.00	\$	444,909.00
Transfers In	\$	-	\$	-
Total available cash and anticipated revenue	\$	570,500.00	\$	221,404.75

EXPENDITURES

Capital Outlay	\$	350,500.00	\$	221,404.75
Transfers Out	\$	220,000.00	\$	-

TOTAL EXPENDITURES	\$	570,500.00	\$	221,404.75
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YEAR END BALANCE	\$	-	\$	-
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BALANCE	\$	570,500.00	\$	221,404.75
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TOWN CENTER RETAIL DEV COMPLEX: FUND 309**REVENUES**

Balance at beginning of year	\$	-	\$	-
State Funding Allocation	\$	-	\$	1,500,000.00
MDA Restore Funds (BP)			\$	3,500,000.00
Transfers In (General)			\$	20,000.00
Loan Proceeds	\$	-	\$	500,000.00
Total available cash and anticipated revenue	\$	-	\$	5,520,000.00

EXPENDITURES

Other Services and Charges	\$	-	\$	20,000.00
Capital Outlay	\$	-	\$	5,500,000.00

TOTAL EXPENDITURES	\$	-	\$	5,520,000.00
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YEAR END BALANCE	\$	-	\$	-
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BALANCE	\$	-	\$	5,520,000.00
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ELEVATED WATER TANK: FUND 350**REVENUES**

Balance at beginning of year	\$	625,012.00	\$	129,112.00
Development Infrastructure Program Funds	\$	350,000.00	\$	-
Transfers In (Enterprise)	\$	241,000.00	\$	-
Total available cash and anticipated revenue	\$	1,216,012.00	\$	129,112.00

EXPENDITURES

Other Services & Charges	\$	30,012.00	\$	10,512.00
Capital Outlay	\$	1,186,000.00	\$	118,600.00

TOTAL EXPENDITURES

\$	1,216,012.00	\$	129,112.00
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YEAR END BALANCE

\$	-	\$	-
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BALANCE

\$	1,216,012.00	\$	129,112.00
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BEMIS SEWER PROJECT: FUND 351**REVENUES**

Balance at beginning of year	\$	198,318.07	\$	-
CDBG Grant Funds	\$	290,605.00	\$	-
Total available cash and anticipated revenue	\$	488,923.07	\$	-

EXPENDITURES

Other Services & Charges	\$	29,057.50	\$	-
Capital Outlay	\$	459,865.57	\$	-

TOTAL EXPENDITURES

\$	488,923.07	\$	-
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YEAR END BALANCE

\$	-	\$	-
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BALANCE

\$	488,923.07	\$	-
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2018 BOND - GENERAL CONSTRUCTION: FUND 352**REVENUES**

Balance at beginning of year	\$	496,854.84	\$	1,334,486.36
Interest	\$	60,000.00	\$	1,200.00
Total available cash and anticipated revenue	\$	556,854.84	\$	1,335,686.36

EXPENDITURES

Unallocated	\$	486,854.00	\$	-
Capital Outlay	\$	10,000.00	\$	10,000.00
Transfers Out (Capital Accounts)	\$	-	\$	1,324,486.36

TOTAL EXPENDITURES

\$	496,854.00	\$	1,334,486.36
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YEAR END BALANCE

\$	60,000.84	\$	1,200.00
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BALANCE

\$	556,854.84	\$	1,335,686.36
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HWY 57 UTILITY LINE RELOCATION: FUND 353**REVENUES**

Balance at beginning of year	\$	965,016.30	\$	42,320.16
MDOT Reimbursements	\$	1,031,008.70	\$	229,805.70
Transfers In (Bond Construction)	\$	-	\$	-
Total available cash and anticipated revenue	\$	1,996,025.00	\$	272,125.86

EXPENDITURES

Water Lines: Other Services & Charges	\$	-	\$	-
Water Lines: Capital Outlay	\$	821,439.00	\$	50,150.00
Sewer Lines: Other Services & Charges	\$	-	\$	-
Sewer Lines: Capital Outlay	\$	1,174,586.00	\$	24,802.30
Transfers Out	\$	-	\$	197,173.56

TOTAL EXPENDITURES

\$	1,996,025.00	\$	272,125.86
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YEAR END BALANCE

\$	-	\$	-
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BALANCE

\$	1,996,025.00	\$	272,125.86
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ROBINSON STILL RD UTILITY EXTENSION: FUND 354**REVENUES**

Balance at beginning of year	\$	565,898.00	\$	-
Transfers In (Bond Construction)	\$	-	\$	-
Total available cash and anticipated revenue	\$	565,898.00	\$	-

EXPENDITURES

Water Lines: Other Services & Charges	\$	10,750.00	\$	-
Water Lines: Capital Outlay	\$	293,878.00	\$	-
Sewer Lines: Other Services & Charges	\$	11,914.00	\$	-
Sewer Lines: Capital Outlay	\$	249,356.00	\$	-

TOTAL EXPENDITURES	\$	565,898.00	\$	-
YEAR END BALANCE	\$	-	\$	-
BALANCE	\$	565,898.00	\$	-

WATER SUPPLY & TREATMENT PLANT: FUND 355**REVENUES**

Balance at beginning of year	\$	499,800.00	\$	5,531,086.63
Transfers In	\$	-	\$	1,324,486.36
Total available cash and anticipated revenue	\$	499,800.00	\$	6,855,572.99

EXPENDITURES

Capital Outlay	\$	499,800.00	\$	6,855,572.99
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TOTAL EXPENDITURES	\$	499,800.00	\$	6,855,572.99
YEAR END BALANCE	\$	-	\$	-
BALANCE	\$	499,800.00	\$	6,855,572.99

2018 BOND - GENERAL CONSTRUCTION: FUND 358**REVENUES**

Balance at beginning of year	\$	-	\$	521.00
Interest	\$	-	\$	1,500.00
Total available cash and anticipated revenue	\$	-	\$	2,021.00

EXPENDITURES

Unallocated	\$	-	\$	2,021.00
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TOTAL EXPENDITURES	\$	-	\$	2,021.00
YEAR END BALANCE	\$	-	\$	-
BALANCE	\$	-	\$	2,021.00

OST-GV SEWER IMPROVEMENTS: FUND 360**REVENUES**

Balance at beginning of year	\$	-	\$	5,513.50
MDEQ Restore Act Grant	\$	2,307,450.00	\$	1,959,077.40
Transfers In - Enterprise Fund	\$	20,500.00	\$	-
Total available cash and anticipated revenue	\$	2,327,950.00	\$	1,964,590.90

EXPENDITURES

Capital Outlay	\$	2,327,950.00	\$	1,964,590.90
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TOTAL EXPENDITURES	\$	2,327,950.00	\$	1,964,590.90
YEAR END BALANCE	\$	-	\$	-
BALANCE	\$	2,327,950.00	\$	1,964,590.90

WATER AND SEWER UTILITY FUND: FUND 400**REVENUES**

Water Sales	\$	3,760,000.00	\$	3,800,000.00
Sewer Sales	\$	1,960,000.00	\$	2,000,000.00
Wastewater Treatment Collections	\$	2,290,000.00	\$	2,300,000.00
Capacity Fee	\$	465,000.00	\$	442,000.00
Service Connections	\$	90,000.00	\$	90,000.00
Inspection Fees	\$	-	\$	-
Miscellaneous	\$	436,000.00	\$	448,000.00
Transfers In	\$	-	\$	-
Total Revenue from All Sources	\$	9,001,000.00	\$	9,080,000.00
Balance at Beginning of Year	\$	2,500,000.00	\$	3,000,000.00
Total available cash and anticipated revenue	\$	11,501,000.00	\$	12,080,000.00

EXPENDITURES**WATER & SEWER - ADMINISTRATION**

Personnel Services	\$	418,444.00	\$	422,375.00
Supplies	\$	24,000.00	\$	15,000.00
Other Services & Charges	\$	2,536,739.00	\$	2,533,839.00
Capital Outlay	\$	12,000.00	\$	20,500.00
Total Water & Sewer	\$	2,991,183.00	\$	2,991,714.00

WATER & SEWER - OPERATION & MAINTENANCE

Supplies	\$	280,000.00	\$	255,000.00
Other Services & Charges	\$	2,956,002.00	\$	3,371,370.00
Capital Outlay	\$	100,000.00	\$	110,000.00
Total Water & Sewer	\$	3,336,002.00	\$	3,736,370.00

OTHER

Debt Service	\$	1,077,284.00	\$	1,079,934.00
Contingency Fund	\$	275,000.00	\$	300,000.00
Transfer to General Fund	\$	695,308.00	\$	704,000.00
Transfer to Capital Project Funds	\$	261,500.00	\$	850,403.00
Transfer to Debt Service & Reserve Funds	\$	360,000.00	\$	706,000.00
Total Other	\$	2,669,092.00	\$	3,640,337.00

TOTAL EXPENDITURES	\$	8,996,277.00	\$	10,368,421.00
YEAR END BALANCE	\$	2,504,723.00	\$	1,711,579.00
BALANCE	\$	11,501,000.00	\$	12,080,000.00

SOLID WASTE FUND: FUND 404**REVENUES**

Balance at beginning of year	\$	119,902.00	\$	100,000.00
Garbage Collection Fees	\$	1,567,440.00	\$	1,562,400.00
Total available cash and anticipated revenue	\$	1,687,342.00	\$	1,662,400.00

EXPENDITURES

Other Services and Charges	\$	1,279,270.00	\$	1,275,684.00
Transfer to General Fund	\$	327,170.00	\$	332,634.00
Transfer to Enterprise Fund	\$	-	\$	-

TOTAL EXPENDITURES	\$	1,606,440.00	\$	1,608,318.00
YEAR END BALANCE	\$	80,902.00	\$	54,082.00
BALANCE	\$	1,687,342.00	\$	1,662,400.00

MSB - WATER IONIZATION PROJECT: FUND 421**REVENUES**

Balance at beginning of year	\$	56,287.52	\$	47,562.52
Total available cash and anticipated revenue	\$	56,287.52	\$	47,562.52

EXPENDITURES

Capital Outlay	\$	56,287.52	\$	47,562.52
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TOTAL EXPENDITURES	\$	56,287.52	\$	47,562.52
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YEAR END BALANCE	\$	-	\$	-
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BALANCE	\$	56,287.52	\$	47,562.52
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RESERVE FUND - 2013 3.5 SO BOND: FUND 497**REVENUES**

Balance at Beginning of Year	\$	273,147.19	\$	272,351.19
Miscellaneous - Interest	\$	5,200.00	\$	500.00
Total available cash and anticipated revenue	\$	278,347.19	\$	272,851.19

EXPENDITURES

Debt Service	\$	6,000.00	\$	504.00
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TOTAL EXPENDITURES	\$	6,000.00	\$	504.00
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YEAR END BALANCE	\$	272,347.19	\$	272,347.19
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BALANCE	\$	278,347.19	\$	272,851.19
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Mayor Torjusen made the motion to adopt a Resolution Fixing the Municipal Ad Valorem Tax Levy, as presented, for the Fiscal Year 2020-2021. 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:

RESOLUTION NUMBER 067-2020

**RESOLUTION OF THE MAYOR AND MEMBERS OF THE COUNCIL
CITY OF GAUTIER, MISSISSIPPI, JACKSON COUNTY,
FIXING THE MUNICIPAL AD VALOREM TAX LEVY FOR THE YEAR
OCTOBER 1, 2020 – SEPTEMBER 30, 2021**

BE IT RESOLVED BY the Mayor and Members of the Council of the City of Gautier, Jackson County, Mississippi:

Section 1: That for the fiscal year 2020-2021, there shall be and is hereby levied on all real and personal property in the City of Gautier, Jackson County, Mississippi the following taxes, as provided by Mississippi Code Annotated, Section 21-33-45;

General Fund

For General Revenue purposes 33.89 mills on each dollar (\$1.00) valuation

Provide for general operations and improvements: 31.09 mills

Provide for Police and Fire Department operations: 2.80 mills

For Municipal Library Tax for 1.00 mill on each dollar (\$1.00) valuation

Support Library functions and programs

For Debt Service 8.11 mills on each dollar (\$1.00) valuation

Fund annual bond payments and general debt related to Public Safety

SECTION 2: This resolution shall take effect and be in force as provided by law.

SECTION 3: The City Manager and City Clerk are hereby authorized to sign any and all documents required for this purpose.

Motion was made by **Mayor Torjusen**, 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**

The motion having received the affirmative vote of all the members present, the Mayor declared the motion carried and the resolution adopted this the 1st day of September, 2020.

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi at the Meeting of September 1, 2020.

Councilman Colledge made the motion to receive and accept Audited Financial Statements for the year ended September 1, 2020, as presented, and authorization to publish a synopsis of same. 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 416-2020

WHEREAS, pursuant to Miss. Code Ann Section 21-35-31, the City is required to have its municipal books audited annually;

WHEREAS, the City has retained a firm to perform such an audit, and these services are complete;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Audited Financial Statements and Special Reports for the year ended September 30, 2019 is hereby received and accepted.

IT IS FURTHER ORDERED that a synopsis of the audit be published in accordance with state law.

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 September 1, 2020.

CITY OF GAUTIER, MISSISSIPPI

Audited Financial Statements and Special Reports

Year Ended September 30, 2019

CITY OF GAUTIER, MISSISSIPPI
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Year Ended September 30, 2019

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INTRODUCTORY SECTION



ELECTED OFFICIALS
As of September 30, 2019



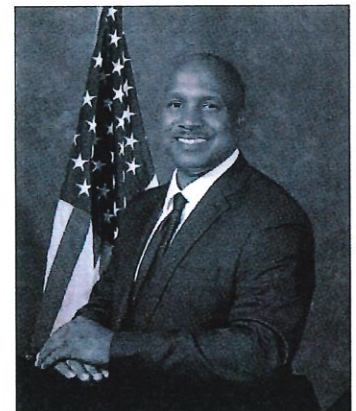
Phil Torjusen
Mayor



Mary Martin
Councilwoman At-Large



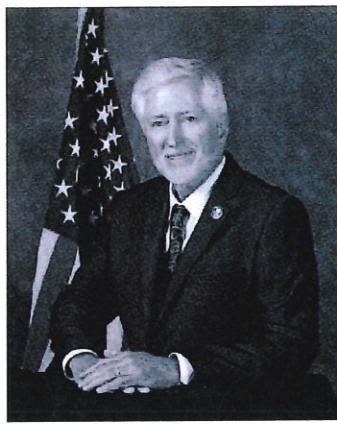
Cameron B. George
Councilman, Ward 1



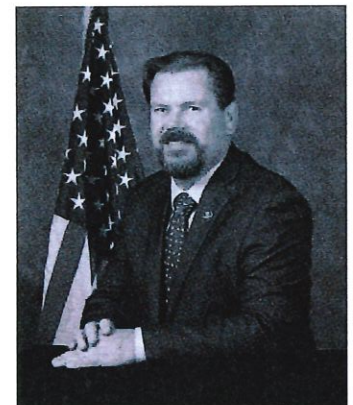
Richard "DJ" Jackson
Councilman, Ward 2



Casey Vaughan
Councilman, Ward 3



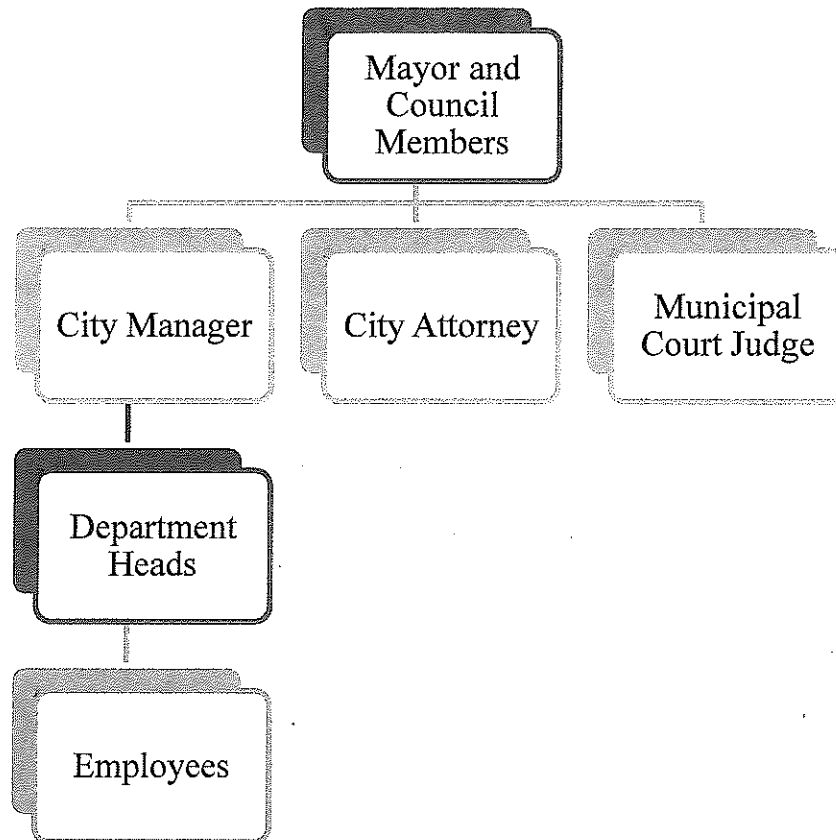
Charles "Rusty" Anderson
Councilman, Ward 4



Adam Colledge
Councilman, Ward 5



ORGANIZATION CHART
As of September 30, 2019



FINANCIAL SECTION

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

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CHARLENE KERKOW, CPA

MEMBERS
AMERICAN INSTITUTE OF CPAS
MISSISSIPPI SOCIETY OF CPAS

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

INDEPENDENT AUDITOR'S REPORT

Honorable Mayor and
City Council
City of Gautier, Mississippi

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Gautier, Mississippi, as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. 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 believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Unmodified Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Gautier, Mississippi, as of September 30, 2019, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis, the Budgetary Comparison Schedule and corresponding notes, the Schedule of the City's Proportionate Share of the Net Pension Liability, and the Schedule of the City's Contributions, be presented to supplement the 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. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about 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 do 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.

Supplementary and Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise City of Gautier, Mississippi's basic financial statements. The Introductory Section and the Schedule of Surety Bonds for City Officials have not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated July 24, 2020, on our consideration of City of Gautier, Mississippi's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering City of Gautier, Mississippi's internal control over financial reporting and compliance.

Other Reporting Required by *State of Mississippi*

In accordance with the State of Mississippi, we have also issued our report dated July 24, 2020, on our consideration of the City of Gautier's compliance with state laws and regulations. The purpose of that report is to describe the scope of our testing of internal controls over compliance with state laws and regulations and the result of that testing, and not to provide an opinion on internal controls or compliance. That report is an integral part of an audit performed in accordance with state guidelines in considering the City of Gautier's internal control over financial reporting and compliance.

Wright Ward Hatten & Guel

Wright, Ward, Hatten & Guel
Gulfport, MS
July 24, 2020

MANAGEMENT DISCUSSION AND ANALYSIS

City of Gautier, Mississippi
Management's Discussion and Analysis
Year Ended September 30, 2019



MANAGEMENT'S DISCUSSION AND ANALYSIS

This section of the City of Gautier, Mississippi's (the City) Annual Financial Report presents a narrative overview and comparative analysis of the financial activities of the City for the fiscal year ended September 30, 2019 and 2018. Readers are encouraged to consider the information presented here in conjunction with the basic financial statements that immediately follow.

City of Gautier is located on the Mississippi Gulf Coast. According to the United States Census Bureau, the estimated population of City of Gautier as of July 1, 2019, is 18,490. The median household income is \$47,492 with over 87.4% of persons 25 years or older holding a high school degree or higher.

Government-wide Financial Highlights

- Total net position increased \$3,373,317 or 8% from 2018 which increased \$3,884,279.
- General revenues amounted to \$9,567,759 or 41% of total revenues. This amount increased \$845,375 from 2018. Program revenues amounted to \$13,661,676 or 59% of total revenues, an decrease of \$284,586 from 2018. This increase was mostly due to the more federal revenues received for capital projects.
- Capital assets, net of accumulated depreciation, increased by \$584,071 in the governmental activities and decreased \$318,267 in the business-type activities during 2019. The increase in governmental capital assets is primarily as a result of \$1,713,638 in capital assets acquisitions. The decrease in business-type activities stems from annual depreciation.
- Long-term debt increased by \$3,842,181 in the governmental activities primarily due a new bond debt issue. This amount also includes a \$28,196 increase in compensated absences which represents amounts that would be due to an employee from the City upon termination of employment. Long-term debt decreased by \$2,419,676 in the business-type activities. This amount also includes a \$4,046 increase in compensated absences for the business-type activities. The City's total debt outstanding at September 30, 2019 is \$22,992,791 of which the liability for compensated absences is \$422,040.

Fund Highlights

- * *General Fund* – This fund is used for the general operations of the City. The General Fund had \$9,907,815 in revenues, which shows an increase of \$679,341 from 2018 and \$9,146,936 in expenditures, an increase of \$473,818 from 2018, in the current year. The General Fund's fund balance increased \$884,856.

City of Gautier, Mississippi
Management's Discussion and Analysis
Year Ended September 30, 2019

Using this Annual Financial Report

This annual report consists of a series of financial statements and notes to those statements. These statements are organized so the reader can understand the City of Gautier as a financial whole or as an entire operating entity. The statements then proceed to provide an increasingly detailed look at specific financial conditions.

The Statement of Net Position and Statement of Activities provide information about the activities of the whole City, presenting both an aggregate view of the City's finances and a longer-term view of those assets. Major fund financial statements provide the next level of detail. For governmental funds, these statements tell how services were financed in the short-term as well as what dollars remain for future spending. The fund financial statements also look at the City's most significant funds with all other non-major funds presented in total in one column.

Reporting the City of Gautier as a Whole

Statement of Net Position and the Statement of Activities

While this document contains information about the funds used by the City to provide services to our citizens, the view of the City as a whole looks at all financial transactions and asks the question, "How did we do financially during 2019?" The Statement of Net Position and the Statement of Activities answer this question.

These statements include all assets and liabilities using the accrual basis of accounting similar to the accounting used by the private sector companies. These bases of accounting take into account all of the current year's revenues and expenses regardless of when the cash is received or paid.

These two statements report the City's net position and the changes in those assets. This change in assets is important because it tells the reader whether, for the City as a whole, the financial position of the City has improved or diminished. However, in evaluating the overall position of the City, non-financial information such as changes in the City's tax base and the condition of the City's capital assets will also need to be evaluated.

In the Statement of Net Position and the Statement of Activities, the City's activities are reported as governmental and business-type activities, which include all of the City's services including general government, police, fire, public works, culture and recreations, community services, water and sewer and solid waste. The City of Gautier has no component units.

Table 1 and Table 2 provide a summary of the City's net position and changes in net position for 2019 compared to 2018.

City of Gautier, Mississippi
Management's Discussion and Analysis
Year Ended September 30, 2019

TABLE 1
Condensed Statement of Net Position
September 30, 2019 and 2018

	Governmental Activities		Business-type Activities		Total	
	2019	2018	2019	2018	2019	2018
Assets						
Current assets	\$ 17,103,349	11,027,367	9,808,255	10,398,825	26,911,604	21,426,192
Capital assets	22,998,313	22,414,242	40,246,501	40,564,768	63,244,814	62,979,010
Total Assets	40,101,662	33,441,609	50,054,756	50,963,593	90,156,418	84,405,202
Deferred Outflows	589,137	441,997	37,604	334	626,741	442,331
Liabilities						
Current liabilities	600,386	865,295	1,281,608	803,346	1,881,994	1,668,641
Non-current liabilities	22,876,662	18,400,686	12,782,094	14,812,682	35,658,756	33,213,368
Total Liabilities	23,477,048	19,265,981	14,063,702	15,616,028	37,540,750	34,882,009
Deferred Inflows	4,973,469	5,073,267	9,993	6,627	4,983,462	5,079,894
Net Position						
Investment in capital assets, net of related debt	12,795,180	16,025,094	27,878,883	27,163,428	40,674,063	43,188,522
Restricted net assets	3,871,819	660,457	1,057,397	5,499,313	4,929,216	6,159,770
Unrestricted	(4,426,717)	(7,141,193)	7,082,385	2,678,531	2,655,668	(4,462,662)
Total Net Position	\$ 12,240,282	9,544,358	36,018,665	35,341,272	48,258,947	44,885,630

TABLE 2
Condensed Statement of Activities
September 30, 2019 and 2018

	Governmental Activities		Business-type Activities		Total	
	2019	2018	2019	2018	2019	2018
Revenues:						
Program revenues	\$ 3,217,106	3,119,078	10,444,570	10,827,184	13,661,676	13,946,262
General revenues	9,080,524	8,424,998	487,235	297,386	9,567,759	8,722,384
Total revenues	12,297,630	11,544,076	10,931,805	11,124,570	23,229,435	22,668,646
Expenses:						
General government	2,299,086	2,500,601	-	-	2,299,086	2,500,601
Public safety	6,157,983	6,641,484	-	-	6,157,983	6,641,484
Public works	661,109	318,592	-	-	661,109	318,592
Culture and recreation	910,483	782,759	-	-	910,483	782,759
Interest on long-term debt	408,532	231,206	-	-	408,532	231,206
Water and sewer	-	-	8,199,528	7,218,544	8,199,528	7,218,544
Solid waste	-	-	1,219,397	1,091,181	1,219,397	1,091,181
Total expenses	10,437,193	10,474,642	9,418,925	8,309,725	19,856,118	18,784,367
Transfers	835,487	640,000	(835,487)	(640,000)	-	-
Increase (Decrease) in net assets	2,695,924	1,709,434	677,393	2,174,845	3,373,317	3,884,279
Net Position - beginning, restated	9,544,358	7,834,924	35,341,272	33,166,427	44,885,630	41,001,351
Net Position - ending	\$ 12,240,282	9,544,358	36,018,665	35,341,272	48,258,947	44,885,630

City of Gautier, Mississippi
Management's Discussion and Analysis
Year Ended September 30, 2019

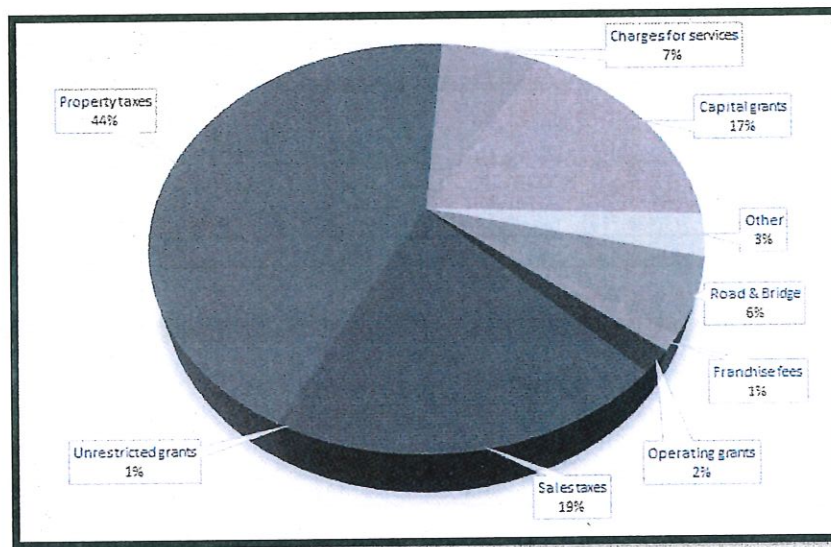
Governmental Activities

Total net position increased \$3,373,317 as a result primarily due to an increase in general revenues and an increase in expenditures.

Under the accrual basis of accounting, general revenues amounted to of \$9,080,524 or 74% of total revenues. This amount increased \$655,526 from 2018. Program revenues amounted to \$3,217,106 or 26% of total revenues, which increased \$98,028 from 2018.

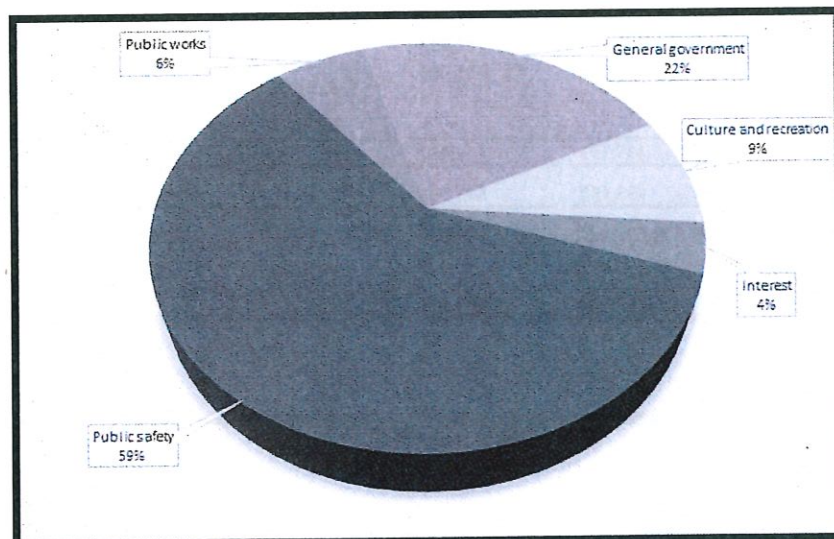
Several revenue sources fund our governmental activities. The following chart shows the City's total general revenues and program income that is used to offset governmental expenses.

Chart 1 – Governmental Revenue Sources



Major governmental expense activities are shown in the following chart.

Chart 2 – Governmental Activities



City of Gautier, Mississippi
Management's Discussion and Analysis
Year Ended September 30, 2019

Business-type activities

Net position for the business-type activities was \$36,018,665 an increase of \$677,393. Charges for services decreased approximately \$705,765.

Restricted net position increased significantly during 2019 primarily due to bond proceeds being expended in the current year.

Reporting the City of Gautier's Most Significant Funds

Fund Financial Statements

Fund financial reports provide detailed information about the City's major funds. Based on restrictions on the use of monies, the City has established many funds, which account for the multitude of services provided to the City's residents. However, these fund financial statements focus on the City's most significant funds. In the case of the City of Gautier, the City's major fund is the General fund.

Governmental Funds

The City's governmental funds focus on how money flows into and out of those funds and the balances left at year-end available for spending in future periods. These funds are reported using an accounting method called modified accrual accounting, which measures cash and all other financial assets that can readily be converted to cash. The governmental fund statements provide a detailed short-term view of the City's general government operations and the basic services it provides. Governmental fund information helps you determine whether there are more or fewer financial resources that can be spent in the near future on services provided to the City's residents. The relationship (or differences) between governmental activities (reported in the Statement of Net Position and the Statement of Activities) and governmental funds is reconciled in the financial statements.

Proprietary Funds

The City's proprietary funds focus on business-type activities conducted by the City. These funds are reported using the accrual method of account, which uses an "economic resources" measurement focus. Under the accrual basis of accounting revenues are recognized in the period in which they are earned regardless of when cash flows occur. Expenses are recorded when the recognized service is performed, or the goods are received regardless of when the invoice is paid. Proprietary Fund information helps you to determine whether business-type activities are self-maintaining or if they are being subsidized by general government revenues. The proprietary funds show operating revenues and expenses that support the primary operations of the fund.

Fiduciary Funds

Fiduciary Funds show amounts held by the City for the benefit of others and clearing accounts used by the city to track payroll expenditures and property tax receipts and disbursements.

City of Gautier, Mississippi
Management's Discussion and Analysis
Year Ended September 30, 2019

The City's Funds

The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable and nonspendable resources. Such information may be useful in assessing the City's financing requirements. In particular, the unassigned fund balance may serve as a useful measure of a government's net resources available for discretionary use at the end of the fiscal year. These funds are accounted for by using the modified accrual basis of accounting. Types of governmental funds reported by the City include the General Fund, Special Revenue Funds, Debt Service Funds, and Capital Project Funds.

General Fund Budgeting Highlights

The City's budget is prepared according to Mississippi law and is based on accounting for certain transactions on a basis of cash receipts, disbursements, and encumbrances. Governmental auditing standard require that cities present budgetary comparison schedules as required supplementary information to the financial statements. The most significant budgeted fund is the General Fund.

During the course of 2019, the City amended its general fund budget. All recommendations for a budget change come from the City Manager to the City Council for approval. State law does not allow budget changes that modify functional levels of budget amounts within a department without board approval. With the General Fund supporting many of our major activities, such as our police and fire departments, as well as most legislative and executive activities, the General Fund is monitored closely looking for possible revenue shortfalls or overspending by individual departments.

Capital Assets

Table 3 shows the Changes in Capital Assets for the years ended September 30, 2019 and 2018.

TABLE 3
Schedule of Capital Assets (Net of Accumulated Depreciation)
September 30, 2019 and 2018

	Governmental Activities		Business-type Activities		Total	
	2019	2018	2019	2018	2019	2018
Land	\$ 6,228,137	6,128,137	1,215,870	1,215,870	7,444,007	7,344,007
Construction in progress	1,133,302	581,158	910,099	66,500	2,043,401	647,658
Buildings & improvements	2,519,389	2,364,045	-	-	2,519,389	2,364,045
Infrastructure	11,997,668	12,330,867	34,812,255	35,916,146	46,809,923	48,247,013
Machinery & equipment	506,607	456,731	459,929	442,665	966,536	899,396
Equipment under capital leases	613,210	553,304	2,848,348	2,923,587	3,461,558	3,476,891
Total	<u>\$ 22,998,313</u>	<u>22,414,242</u>	<u>40,246,501</u>	<u>40,564,768</u>	<u>63,244,814</u>	<u>62,979,010</u>

The primary increase in capital assets occurred due to land purchases and construction in progress.

City of Gautier, Mississippi
Management's Discussion and Analysis
Year Ended September 30, 2019

General Long-term Obligations

At September 30, 2019, the City had \$22,992,791 outstanding debt obligations, which included \$422,040 of compensated absences payable.

TABLE 4
Schedule of Long-term Debt
September 30, 2019 and 2018

	Governmental Activities		Business-type Activities		Total	
	2019	2018	2019	2018	2019	2018
General Obligation Bonds	\$ 4,680,000	5,860,000	-	-	4,680,000	5,860,000
Limited Obligation Bonds	4,390,000	-	-	-	4,390,000	-
Revenue Refunding Bonds	-	-	3,865,000	-	3,865,000	-
Revenue Bonds	-	-	-	2,745,000	-	2,745,000
Special Obligation Bonds	-	-	2,670,000	2,955,000	2,670,000	2,955,000
Capital Improvement Loans	667,130	731,738	-	-	667,130	731,738
Revolving Loans	-	-	3,506,143	4,360,970	3,506,143	4,360,970
Capital Leases	396,213	579,470	2,326,475	2,827,273	2,722,688	3,406,743
Add: Bond Premium*	69,790	-	-	31,907	69,790	31,907
Compensated Absences	405,152	366,083	16,888	-	422,040	366,083
Total	\$ 10,608,285	7,537,291	12,384,506	12,920,150	22,992,791	20,457,441

The compensated absences liability identified above refers to the current balance of what has been earned as a termination benefit that will be paid over-time as people leave or retire. This liability refers to vacation pay for employees of the city. See Note 1 for more details.

Contact the City's Financial Management

Questions about this report or requests for additional financial information may be addressed to:

Paula Yancy, City Manager
City of Gautier, Mississippi
3330 Highway 90
Gautier, MS 39553
(228) 497-8000

FINANCIAL STATEMENTS

City of Gautier, Mississippi
Statement of Net Position
September 30, 2019

	Governmental	Business-Type	Total
ASSETS			
Current assets			
Cash	\$ 10,504,732	6,886,846	17,391,578
Taxes receivables	4,879,093	-	4,879,093
Customer accounts receivable (net of allowance)	-	1,489,589	1,489,589
Intergovernmental receivables	696,012	262,607	958,619
Fines receivable (net of allowance)	647,294	-	647,294
Premiums receivable	21,179	-	21,179
Interfund	24,680	(24,680)	-
Due from fiduciary funds	135,564	-	135,564
Restricted current assets - cash	194,795	1,193,893	1,388,688
Total current assets	<u>17,103,349</u>	<u>9,808,255</u>	<u>26,911,604</u>
Capital assets			
Land and construction in progress	7,361,439	2,125,969	9,487,408
Other capital assets, net of accumulated depreciation			
Buildings	2,519,389	-	2,519,389
Infrastructure	11,997,668	34,812,255	46,809,923
Machinery and equipment	506,607	459,929	966,536
Equipment under capital leases	613,210	2,848,348	3,461,558
Total capital assets	<u>22,998,313</u>	<u>40,246,501</u>	<u>63,244,814</u>
Total assets	<u>40,101,662</u>	<u>50,054,756</u>	<u>90,156,418</u>
DEFERRED OUTFLOWS OF RESOURCES			
Deferred amounts on pension	589,137	37,604	626,741
Total deferred outflows of resources	<u>589,137</u>	<u>37,604</u>	<u>626,741</u>
LIABILITIES			
Current liabilities:			
Claims and wages payable	489,056	425,594	914,650
Accrued interest payable	44,184	132,191	176,375
Claims and judgements payable	67,146	-	67,146
Payable from restricted assets			
Customer deposits	-	723,567	723,567
Noncurrent Liabilities:			
Net pension liability	12,268,377	397,844	12,666,221
Due within one year			
Capital debt	860,894	832,722	1,693,616
Noncapital debt	45,009	3,319	48,328
Due in more than one year			
Capital debt	9,342,239	11,534,896	20,877,135
Noncapital debt	360,143	13,569	373,712
Total liabilities	<u>23,477,048</u>	<u>14,063,702</u>	<u>37,540,750</u>
DEFERRED INFLOWS OF RESOURCES			
Property tax for future reporting period	4,813,810	-	4,813,810
Deferred amount on pension	159,659	9,993	169,652
Total deferred inflows of resources	<u>4,973,469</u>	<u>9,993</u>	<u>4,983,462</u>
NET POSITION			
Investment in capital assets, net of related debt	12,795,180	27,878,883	40,674,063
Restricted Net Position:			
Non-expendable	4,845	-	4,845
Expendable:			
Restricted for debt service	2,705,667	743,546	3,449,213
Restricted for grant/bond purposes	505,693	313,851	819,544
Restricted for public safety	655,614	-	655,614
Unrestricted (deficit)	(4,426,717)	7,082,385	2,655,668
Total net position	<u>\$ 12,240,282</u>	<u>36,018,665</u>	<u>48,258,947</u>

The notes to these financial statements are an integral part of this statement.

City of Gautier, Mississippi
Statement of Activities
Year Ended September 30, 2019

Functions/Programs	Program Revenues			Net (Expense) Revenue and Changes in Net Position		
	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-type Activities	Total
Governmental activities:						
General government	\$ 2,299,086	140,315	21,468	-	-	(2,137,303)
Public safety	6,157,983	571,468	47,934	(5,432,073)	-	(5,432,073)
Public works	661,109	-	2,045,498	1,384,389	-	1,384,389
Culture, recreation and community services	910,483	142,976	140,939	(626,568)	-	(626,568)
Interest and debt costs	408,532	-	-	(408,532)	-	(408,532)
Total governmental activities	10,437,193	854,759	210,341	(7,220,087)	-	(7,220,087)
Business-type activities:						
Water and sewer	8,199,528	8,605,744	-	323,151	729,367	729,367
Solid waste	1,219,397	1,515,675	-	-	296,278	296,278
Total business-type activities	9,418,925	10,121,419	-	323,151	1,025,645	1,025,645
Total primary government	\$ 19,856,118	10,976,178	210,341	2,475,157	1,025,645	(6,194,442)
General revenues:						
Taxes:						
Property taxes, levied for general purposes				3,953,375	-	3,953,375
Property taxes, levied for debt service				948,864	-	948,864
Property taxes, community support				115,443	-	115,443
Property taxes in lieu - federal government				353,564	-	353,564
General sales taxes				2,305,610	-	2,305,610
Road and bridge privilege taxes				720,046	-	720,046
Franchise taxes				149,151	-	149,151
Grants and contributions not restricted to specific programs				119,448	-	119,448
Unrestricted investment earnings				157,856	181,766	339,622
Miscellaneous				257,167	305,469	562,636
Total general revenues				9,080,524	487,235	9,567,759
Change in net position before transfers				1,860,437	1,512,880	3,373,317
Transfers				835,487	(835,487)	-
Change in net position				2,695,924	677,393	3,373,317
Net position—beginning				9,544,358	35,341,272	44,885,630
Net position—ending				\$ 12,240,282	36,018,665	48,258,947

The notes to these financial statements are an integral part of this statement.

City of Gautier, Mississippi

Balance Sheet

Governmental Funds

September 30, 2019

	General Fund	Other Governmental Funds	Total Governmental Funds
ASSETS			
Cash	\$ 2,870,773	7,090,853	9,961,626
Receivables:			
Property tax	4,765,612	113,481	4,879,093
Sales tax	369,873	-	369,873
Franchise taxes	142,724	-	142,724
Intergovernmental	46,514	136,901	183,415
Court fines & fees	647,294	-	647,294
Due from other funds	293,198	7,979	301,177
Restricted assets - cash	4,845	189,950	194,795
Total assets	<u>9,140,833</u>	<u>7,539,164</u>	<u>16,679,997</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES			
Liabilities:			
Claims payable	93,136	193,742	286,878
Wages payable	202,178	-	202,178
Due to other funds	7,979	110,121	118,100
Total liabilities	<u>303,293</u>	<u>303,863</u>	<u>607,156</u>
Deferred Inflows of Resources:			
Property taxes for future reporting period	4,701,861	111,949	4,813,810
Unavailable revenue - fines	647,294	-	647,294
Total deferred inflows of resources	<u>5,349,155</u>	<u>111,949</u>	<u>5,461,104</u>
Fund Balances:			
Nonspendable			
Unemployment compensation	4,845	-	4,845
Restricted for:			
Debt service	-	1,672,003	1,672,003
Public safety	-	638,533	638,533
Committed for:			
Capital projects	-	4,812,816	4,812,816
Assigned to:			
Emergency travel fund	1,144	-	1,144
Unassigned	3,482,396	-	3,482,396
Total fund balances	<u>3,488,385</u>	<u>7,123,352</u>	<u>10,611,737</u>
Total liabilities, deferred inflows of resources, and fund balances	\$ <u>9,140,833</u>	<u>7,539,164</u>	<u>16,679,997</u>

The notes to these financial statements are an integral part of this statement.

City of Gautier, Mississippi
Reconciliation of Governmental Funds Balance Sheet
to the Statement of Net Position
September 30, 2019

Total governmental funds balance **\$ 10,611,737**

Amounts reported for governmental activities in the statement of net position are different because:

Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.

Cost of capital assets	\$ 27,521,468	
Less accumulated depreciation	<u>(4,523,155)</u>	22,998,313

Long-term liabilities are not due and payable in the current period expenditures and, therefore, are not reported in the governmental funds:

Bonds payable	\$ (9,806,920)	
Capital leases payable	(396,213)	
Compensated absences	<u>(405,152)</u>	(10,608,285)

Other long term assets are not available to pay or current period expenditures and therefore are deferred in the funds.

Court fines receivable		647,294
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Some liabilities, including net pension obligations, are not due and payable in the current period and, therefore, are not reported in the funds.

Net pension liability		(12,268,377)
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Deferred outflows and inflows of resources related to pensions are applicable to future periods and, therefore, are not reported in the funds.

Deferred outflows of resources related to pensions	\$ 589,137	
Deferred inflows of resources related to pensions	<u>(159,659)</u>	429,478

Internal Service Funds are used by management to charge the costs of various internal operations to individual funds. The assets and liabilities of Internal Service Funds are included in governmental activities in the Statement of Net Position as follows:

Current assets	\$ 564,285	
Amounts owed to other funds	(22,833)	
Estimated claims payable	<u>(67,146)</u>	474,306

Accrued interest not due and payable in the current period expenditures and, therefore, not reported in the funds.		(44,184)
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Net position of governmental activities		\$ <u>12,240,282</u>
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The notes to these financial statements are an integral part of this statement.

City of Gautier, Mississippi
Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
Year Ended September 30, 2019

	General Fund	Other Governmental Funds	Total Governmental Funds
REVENUES			
Property taxes	\$ 5,255,803	115,443	5,371,246
General sales taxes	2,305,610	-	2,305,610
Franchise fees	149,151	-	149,151
Licenses and permits	126,634	-	126,634
Intergovernmental	1,324,636	1,877,205	3,201,841
Charges for services	41,789	114,868	156,657
Fines and forfeitures	518,093	-	518,093
Investment earnings	96,540	58,301	154,841
Miscellaneous	89,563	2,051	91,614
Total revenues	<u>9,907,819</u>	<u>2,167,868</u>	<u>12,075,687</u>
EXPENDITURES			
General government	2,317,191	-	2,317,191
Public safety	5,671,239	236,785	5,908,024
Public works	398,531	465,054	863,585
Culture and recreation	699,029	732,285	1,431,314
Debt service:			
Principal	60,946	728,747	789,693
Interest and other fiscal charges	-	400,735	400,735
Total expenditures	<u>9,146,936</u>	<u>2,563,606</u>	<u>11,710,542</u>
Excess (deficiency) of revenues over expenditures	<u>760,883</u>	<u>(395,738)</u>	<u>365,145</u>
OTHER FINANCING SOURCES (USES)			
Proceeds from bonds	-	4,390,000	4,390,000
Bond premiums	-	71,275	71,275
Proceeds from capital leases	143,888	-	143,888
Transfers in	860,487	4,801,299	5,661,786
Transfers out	(880,402)	(3,945,897)	(4,826,299)
Total other financing sources and uses	<u>123,973</u>	<u>5,316,677</u>	<u>5,440,650</u>
Net change in fund balances	884,856	4,920,939	5,805,795
Fund balances—beginning	<u>2,603,529</u>	<u>2,202,413</u>	<u>4,805,942</u>
Fund balances—ending	<u>\$ 3,488,385</u>	<u>7,123,352</u>	<u>10,611,737</u>

The notes to these financial statements are an integral part of this statement.

City of Gautier, Mississippi
Reconciliation of the Governmental Funds
Statement of Revenues, Expenditures, and
Changes in Fund Balance to the Statement of Activities
Year Ended September 30, 2019

Net change in fund balances - total governmental funds **\$ 5,805,795**

Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense:

Capital outlay	\$ 1,173,638	
Depreciation expense	<u>(575,118)</u>	598,520

In the Statement of Activities, only gains and losses from the sale of capital assets are reported, whereas in the Governmental Funds, proceeds from the sale of capital assets increase financial resources. Thus, the change in net position differs from the change in fund balances by the amount of the net gain(loss). (23,418)

Debt proceeds provide current financial resources to Governmental Funds, but issuing debt increases long-term liabilities in the Statement of Net Position. Repayment of debt principal is an expenditure in the Governmental Funds, but the repayment reduces

Bond proceeds	(4,390,000)
Bond premiums	(71,275)
Lease proceeds	(143,888)
Debt retirement	789,693

Fine revenue recognized on the modified accrual basis in the funds during the current year is reduced because prior year recognition would have been required on the Statement of Activities using the full accrual basis of accounting. 53,375

Pension expense and other related activity do not require the use of current financial resources, and therefore, are not reported as expenditures in governmental funds.

Pension expense and contributions made after measurement date	(307,287)
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The amortization of the discount and premium are treated as a reduction to expense on the statement of activities	1,485
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Some expenses reported in the statement of activities do not require the use of current financial resources, and, therefore, are not reported as expenditures in governmental funds.

Change in accrued interest payable	(28,509)
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Internal service funds are used by management to charge the costs of certain activities to individual funds. The net revenue of the internal service funds is allocated to governmental activities	411,433
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Change in net position of governmental activities **\$ 2,695,924**

The notes to these financial statements are an integral part of this statement.

City of Gautier, Mississippi

Statement of Net Position

Proprietary Funds

September 30, 2019

	Enterprise Funds			Internal Service Funds
	Water and Sewer Fund	Solid Waste Fund	Totals	
Assets				
Current Assets				
Cash	\$ 6,716,707	170,139	6,886,846	543,106
Customer accounts receivable, net	1,284,739	204,850	1,489,589	-
Premiums receivable	-	-	-	21,179
Intergovernmental	262,607	-	262,607	-
Due from other funds	-	216,327	216,327	-
Restricted current assets				
Cash	1,193,893	-	1,193,893	-
Total current assets	9,457,946	591,316	10,049,262	564,285
Capital Assets, Net				
Land	1,215,870	-	1,215,870	-
Construction in progress	910,099	-	910,099	-
Infrastructure	34,812,255	-	34,812,255	-
Machinery and equipment	456,235	3,694	459,929	-
Equipment under capital leases	2,848,348	-	2,848,348	-
Total capital assets	40,242,807	3,694	40,246,501	-
Total assets	49,700,753	595,010	50,295,763	564,285
Deferred Outflows of Resources				
Deferred amounts on pensions	37,604	-	37,604	-
Total deferred outflows of resources	37,604	-	37,604	-
Liabilities				
Current Liabilities:				
Claims and wages payable	425,594	-	425,594	-
Accrued interest payable	132,191	-	132,191	-
Due to other funds	241,007	-	241,007	22,833
Claims and judgements payable	-	-	-	67,146
Payable from restricted assets				
Customer deposits	723,567	-	723,567	-
Noncurrent Liabilities:				
Net pension liability	397,844	-	397,844	-
Due within one year				
Capital debt	832,722	-	832,722	-
Noncapital debt	3,319	-	3,319	-
Due in more than one year				
Capital debt	11,534,896	-	11,534,896	-
Noncapital debt	13,569	-	13,569	-
Total liabilities	14,304,709	-	14,304,709	89,979
Deferred Inflows of Resources				
Deferred amounts on pensions	9,993	-	9,993	-
Total deferred inflows of resources	9,993	-	9,993	-
Net Position				
Net investment in capital assets	27,875,189	3,694	27,878,883	-
Restricted Net Position				
Restricted for debt service	743,546	-	743,546	-
Restricted for grant/bond purposes	313,851	-	313,851	-
Unrestricted	6,491,069	591,316	7,082,385	474,306
Total net position	\$ 35,423,655	595,010	36,018,665	474,306

The notes to these financial statements are an integral part of this statement.

City of Gautier, Mississippi
Statement of Revenues, Expenses, and Changes in Net Position
Proprietary Funds
Year Ended September 30, 2019

	Enterprise Funds			Internal
	Water and Sewer Fund	Solid Waste Fund	Totals	Service Funds
Operating Revenues				
Charges for services	\$ 8,605,744	1,515,675	10,121,419	-
Employer contributions	-	-	-	1,470,266
Employee contributions	-	-	-	94,177
Insurance claim reimbursements	-	-	-	731,421
Miscellaneous	305,469	-	305,469	-
Total operating revenues	<u>8,911,213</u>	<u>1,515,675</u>	<u>10,426,888</u>	<u>2,295,864</u>
Operating Expenses				
Personnel services	824,926	-	824,926	-
Wastewater treatment	2,217,587	-	2,217,587	-
Privatization costs	2,184,561	-	2,184,561	-
Waste collection and disposal	-	1,217,207	1,217,207	-
Supplies	185,897	-	185,897	-
Repairs and maintenance	107,416	-	107,416	-
Other contractual services and charges	536,819	-	536,819	1,057
Insurance claims and expenses	-	-	-	1,886,389
Other services and charges	383,911	-	383,911	-
Depreciation	1,252,505	2,190	1,254,695	-
Total operating expenses	<u>7,693,622</u>	<u>1,219,397</u>	<u>8,913,019</u>	<u>1,887,446</u>
Operating income (loss)	<u>1,217,591</u>	<u>296,278</u>	<u>1,513,869</u>	<u>408,418</u>
Nonoperating Revenues (Expenses)				
Interest and investment revenue	181,766	-	181,766	3,015
Interest and debt expense	(505,906)	-	(505,906)	-
Grant revenue	323,151	-	323,151	-
Transfers in	6,186,296	-	6,186,296	-
Transfers out	(6,832,681)	(189,102)	(7,021,783)	-
Total nonoperating revenues (expenses)	<u>(647,374)</u>	<u>(189,102)</u>	<u>(836,476)</u>	<u>3,015</u>
Change in net position	570,217	107,176	677,393	411,433
Total net position—beginning	<u>34,853,438</u>	<u>487,834</u>	<u>35,341,272</u>	<u>62,873</u>
Total net position—ending	<u>\$ 35,423,655</u>	<u>595,010</u>	<u>36,018,665</u>	<u>474,306</u>

The notes to these financial statements are an integral part of this statement.

City of Gautier, Mississippi
Statement of Cash Flows
Proprietary Funds
Year Ended September 30, 2019

	Enterprise Funds			Internal Service Funds
	Water and Sewer Fund	Solid Waste Fund	Totals	
Cash Flows From Operating Activities				
Receipts from customers	\$ 8,620,154	1,636,071	10,256,225	-
Receipts from premiums	-	-	-	1,564,443
Payments to employees	(475,276)	(444)	(475,720)	928,443
Payments to suppliers	(185,897)	-	(185,897)	-
Payments to contractors	(4,698,126)	(1,217,207)	(5,915,333)	-
Other receipts (payments)	(216,378)	(124,609)	(340,987)	-
Payments for judgements and claims	-	-	-	(1,951,738)
Payments for administrative services	-	-	-	(1,057)
Net cash provided by operating activities	<u>3,044,477</u>	<u>293,811</u>	<u>3,338,288</u>	<u>540,091</u>
Cash Flows From Noncapital Financing Activities				
Grant revenue	323,151	-	323,151	-
Transfers to other funds	(646,385)	(189,102)	(835,487)	-
Net cash (used) by noncapital financing activities	<u>(323,234)</u>	<u>(189,102)</u>	<u>(512,336)</u>	<u>-</u>
Cash Flows From Capital and Related Financing Activities				
Purchases of capital assets	(936,425)	-	(936,425)	-
Principal paid on debt	(2,423,722)	-	(2,423,722)	-
Interest and amortization on debt	(365,942)	-	(365,942)	-
Net cash (used) by capital and related financing activities	<u>(3,726,089)</u>	<u>-</u>	<u>(3,726,089)</u>	<u>-</u>
Cash Flows From Investing Activities				
Interest and dividends	<u>181,766</u>	<u>-</u>	<u>181,766</u>	<u>3,015</u>
Net cash provided by investing activities	<u>181,766</u>	<u>-</u>	<u>181,766</u>	<u>3,015</u>
Net (decrease) in cash and cash equivalents	(823,080)	104,709	(718,371)	543,106
Balances—beginning of the year	<u>8,733,680</u>	<u>65,430</u>	<u>8,799,110</u>	<u>-</u>
Balances—end of the year	<u>\$ 7,910,600</u>	<u>170,139</u>	<u>8,080,739</u>	<u>543,106</u>

The notes to these financial statements are an integral part of this statement.

City of Gautier, Mississippi
Statement of Cash Flows
Proprietary Funds (continued)
Year Ended September 30, 2019

	Enterprise Funds			Internal Service Funds
	Water and Sewer Fund	Solid Waste Fund	Totals	
Reconciliation of Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:				
Operating income (loss)	\$ 1,217,591	296,278	1,513,869	408,418
Adjustments to reconcile operating income to net cash provided by operating activities:				
Cash flows reported in other categories				
Depreciation expense	1,252,505	2,190	1,254,695	-
(Increase) decrease in assets:				
Accounts receivable, net	14,410	120,396	134,806	-
Grants receivable	(262,545)	-	(262,545)	-
Premiums receivable	-	-	-	196,598
Increase (decrease) in liabilities:				
Accounts payable	348,257	-	348,257	-
Wages payable	2,562	-	2,562	-
Internal activity	124,609	(124,609)	-	-
Compensated absences	(8,796)	-	(8,796)	-
Pension liabilities and deferrals	355,884	(444)	355,440	-
Claims and judgements payable	-	-	-	(64,925)
Net cash provided (used) by operating activities	\$ <u>3,044,477</u>	<u>293,811</u>	<u>3,338,288</u>	<u>540,091</u>

The notes to these financial statements are an integral part of this statement.

City of Gautier, Mississippi
Combining Statement of Assets and Liabilities
Agency Funds
September 30, 2019

	<u>Payroll Clearing Account</u>
Assets	
Cash and cash equivalents	\$ 375,560
Total Assets	<u>375,560</u>
Liabilities	
Due to other intra-entity government agencies	135,564
Accounts payable and accrued liabilities	<u>239,996</u>
Total Liabilities	<u>375,560</u>
Net Position	
Held in trust for benefits and other purposes	\$ <u>-</u>

The notes to these financial statements are an integral part of this statement.

NOTES TO THE FINANCIAL STATEMENTS

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2019

Note 1 - Summary of Significant Accounting Policies

The City of Gautier, Mississippi, (the "City") was incorporated June 17, 1986 under the laws of the State of Mississippi. The City operates under a Council-Manager form of government, which provides for an elected mayor and a six-member council. The following services are authorized by the City's charter: Public Safety (Police, Fire, Civil Defense and Protection Inspection), Street Maintenance, Garbage Collection, Water and Sewer, Culture, Recreation and Community Services, Public Improvements, Planning and Zoning, and General Administrative Services. The accounting and reporting policies of the City relating to the funds and accounts groups included in the accompanying financial statements conform to accounting principles generally accepted in the United States of America applicable to state and local governments. Accounting principles generally accepted in the United States of America for local governments include those principles prescribed by the Governmental Accounting Standards Board (GASB), the American Institute of Certified Public Accountants in the publication entitled *Audits of State and Local Governmental Units* and by the Financial Accounting Standards Board (when applicable). The more significant accounting policies of the City are described below.

A. Financial Reporting Entity

For financial reporting purposes, the reporting entity includes all funds that are covered by the oversight responsibility of the City's governing board. As defined by accounting principles generally accepted in the United States of America, the City is considered a "primary government." The City is governed by a six-member council in which five members were elected by the citizens of each defined ward and one member elected at-large.

In evaluating how to define the City for financial reporting purposes, management has considered all potential component units. The decision to include or exclude a potential component unit in the reporting entity was made by applying the criteria set forth in Accounting Principles Generally Accepted in the United States of America. The basic, but not the only, criterion for including a potential component unit within the reporting entity is the governing body's ability to exercise oversight responsibility. The most significant manifestation of this ability is financial interdependency. Other manifestations of the ability to exercise oversight responsibility include, but are not limited to, the selection of governing authority, the designation of management, the ability to significantly influence operations, and accountability for fiscal matters.

The other criterion used to evaluate potential component units for inclusion or exclusion from the reporting entity is the existence of special financing relationships, regardless of whether the City is able to exercise oversight responsibilities. Based upon the application of these criteria, the following is a brief review of each potential component unit addressed in defining the government's reporting entity. Based upon the application of these criteria, the City has no component units.

Joint Venture

The Jackson County Utility Authority is a joint venture established by State Code, and its governing board is appointed jointly by the area governments' governing bodies. It is an independent unit that selects management staff, sets user charges, establishes budgets, and controls all aspects of its daily activities. The District has been determined to be a joint venture of the participating agencies. See Note 13 for details.

B. Basis of Presentation

The City's basic financial statement consist of government-wide statements, including a statement of net position and a statement of activities, and fund financial statements, which provide a more detailed level of financial information.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2019

Note 1 - Summary of Significant Accounting Policies (continued)

B. Basis of Presentation (continued)

Government-wide Financial Statements:

The Statement of Net Position and Statement of Activities display information about the City as a whole. The statements include all non-fiduciary activities of the primary government. For the most part, the effect of inter-fund activity has been removed from these statements.

Governmental activities generally are financed through taxes, intergovernmental revenues and other non-exchange revenues and are reported separately from business-type activities. Business-type activities rely mainly on fees and charges for support.

The Statement of Net Position presents the financial condition of the governmental activities and business-type activities of the City at year-end. The Government-wide Statement of Activities presents a comparison between direct expenses and program revenues for each function or program of the City's governmental activities. Direct expenses are those that are specifically associated with a service, program, or department and therefore clearly identifiable to a particular function. Program revenues include charges paid by the recipient of the goods or services offered by the program and grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Taxes and other revenues, not classified as program revenues, are presented as general revenues of the City, with certain limited exceptions. The comparison of direct expenses with program revenues identifies the extent to which each governmental function is self-financing or draws from the general revenues of the City.

Fund Financial Statements:

Fund financial statements of the City are organized into funds, each of which is considered to be separate accounting entities. Each fund is accounted for by providing a separate set of self-balancing accounts that constitute its assets, liabilities, fund equity, revenues, and expenditures/expenses. Funds are organized into governmental, proprietary, and fiduciary. Major individual Governmental Funds and major individual Enterprise Funds are reported as separate columns in the fund financial statements. Non-major funds are aggregated and presented in a single column as Other Governmental Funds.

C. Measurement Focus and Basis of Accounting

The Government-wide, Proprietary Funds and Fiduciary Funds (excluding agency funds) financial statements are presented using the economic resources measurement focus and the accrual basis of accounting. Revenues are recognized when earned and expenses are recorded when the liability is incurred or economic asset used, regardless of when the related cash flows take place. Property taxes are recognized as revenue in the year for which they are levied. Shared revenues are recognized when the provider recognizes the liability to the City. Grants are recognized as revenues as soon as all eligibility requirements have been satisfied. Agency funds have no measurement focus but use the accrual basis of accounting.

The City's proprietary funds apply all applicable GASB pronouncements and only the following pronouncements issued on or before November 30, 1989, unless those pronouncements conflict with or contradict GASB pronouncements: FASB Statements and Interpretations, Accounting Principle Board Opinions, and Accounting Research Bulletins of the Committee on Accounting Procedure.

The revenues and expenses of the proprietary funds are classified as operating and non-operating. Operating revenues and expenses generally result from providing services in connection with a proprietary fund's primary operations. All other revenue and expenses are reported as non-operating.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2019

Note 1 - Summary of Significant Accounting Policies (continued)

C. Measurement Focus and Basis of Accounting (continued)

Governmental financial statements are presented using a current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized in the accounting period when they are both measurable and available to finance operations during the year. Available means collected in the current period or within 60 days after year end to liquidate liabilities existing at the end of the year. Measurable means knowing or being able to reasonably estimate the amount. Expenditures are recognized only when payment is due. Property taxes, state appropriations and federal awards are all considered susceptible to accrual and have been recognized as revenues of the current fiscal period.

The City reports the following major Governmental Funds:

General Fund - This is the City's primary operating fund. It is used to account for all activities of the general government for which a separate fund has not been established.

Additionally, the City reports the following fund types:

GOVERNMENTAL FUND TYPES

Special Revenue Funds – These funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects.

Debt Service Funds – These funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for principal and interest.

Capital Projects Funds – These funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including acquisition or construction of capital facilities and other assets.

PROPRIETARY FUNDS

Enterprise Funds – These funds are used to account for those operations that are financed and operated in a manner similar to private business enterprises or where the City has decided that periodic determination of revenues earned, expenses incurred and/or net income is necessary for management accountability.

It is the intent of the City Council that the costs (expenses, including depreciation) of providing services to the general public on a continuing basis be financed or recovered primarily through user charges and that periodic determination of revenues earned, expenses incurred, and net income be identified for capital maintenance, public policy, management control, account ability, or other purposes.

Internal Service Funds – These funds are used to account for those operations that provide services to other departments or agencies of the government, or to other governments, on a cost-reimbursement basis. The City's internal service funds report on self-insurance for employee medical benefits and risk management for City's legal contingencies.

FIDUCIARY FUNDS

Agency Funds - These funds account for various taxes, deposits and other monies collected or held by the City, acting in the capacity of an agent, for distribution to other governmental units or designated beneficiaries.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2019

Note 1 - Summary of Significant Accounting Policies (continued)

D. Account Classifications

The account classifications used in the financial statements conform to the broad classifications recommended in *Governmental Accounting, Auditing and Financial Reporting* as issued in 2012 by the Government Finance Officers' Association.

E. Deposits and Investments

State law authorizes the City to invest in interest bearing time certificates of deposit for periods of fourteen days to one year with depositories and in obligations of the U.S. Treasury, State of Mississippi, or any City, municipality or school district of this state. Further, the City may invest in certain repurchase agreements.

Cash includes cash on hand, demand deposits, and all certificates of deposit and cash equivalents, which are short-term highly liquid investments that are readily convertible to cash (generally three months or less). Investments in governmental securities are stated at fair value. However, the City did not invest in any governmental bonds during the year.

F. Receivables

All trade receivables are shown net of an allowance for uncollectibles. Miss. Code Ann. (1972) does not allow for write-off of debt owed to municipalities. The amount represented on the financial statements is conclusive of all bad debts owed by customers of the water and sewer department since the City started providing these services to citizens. The allowances are based on trade receivables in excess of 120 days outstanding.

G. Inter-Fund Transactions and Balances

Transactions between funds that are representative of short-term lending/borrowing arrangements and transactions that have not resulted in the actual transfer of cash at the end of the fiscal year are referred to as "due to/from other funds." Noncurrent portions of inter-fund receivables and payables are reported as "advances to/from other funds." Advances between funds, as reported in the fund financial statements, are offset by a non-spendable fund balance account in the General Fund, if applicable, to indicate that they are not available for appropriation and are not expendable available financial resources. However, this is not applicable to advances reported in other governmental funds, which are reported, by definition, as restricted, committed, or assigned.

Inter-fund receivables and payables between funds within governmental activities are eliminated in the Statement of Net Position. Any outstanding balances between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances." Any outstanding balances between fiduciary funds and the government-wide activities of the government are reported as Intra-entity balances and included in intergovernmental receivables on the Statement of Net Position.

H. Intragovernmental Transactions and Balances

Transactions between governmental agencies (agency funds) of the City are considered as transactions with external parties and are reported as revenues and expenditures/expenses in both the fund statements and the government-wide statements. However, associated receivables and payables are displayed as intragovernmental balances on the Statement of Net Position.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2019

Note 1 - Summary of Significant Accounting Policies (continued)

I. Capital Assets

Capital acquisition and construction are reflected as expenditures in Governmental Fund statements and the related assets are reported as capital assets in the governmental activities column in the government-wide financial statements. All purchased capital assets are stated at historical cost where records are available and at an estimated historical cost where no records exist. Capital assets include significant amounts of infrastructure which have been valued at estimated historical cost. The estimated historical cost was based on replacement cost multiplied by the consumer price index implicit price deflator for the year of acquisition. The extent to which capital assets, other than infrastructure, costs have been estimated and the methods of estimation are not readily available. Donated capital assets are recorded at estimated fair market value at the time of donation. The costs of normal maintenance and repairs that do not add to the value of assets or materially extend their respective lives are not capitalized; however, improvements are capitalized. Interest expenditures are not capitalized on capital assets.

Governmental accounting and financial reporting standards allowed governments meeting certain criteria to elect not to report major general infrastructure assets retroactively. The City meets these criteria and has so elected. Therefore, the major general infrastructure assets acquired prior to October 1, 2002, are not reported in the government-wide financial statements. However, as of September 30, 2019, the City has not systematically reported capital assets in accordance with generally accepted accounting principles.

Capital assets acquired or constructed for Proprietary Fund operations are capitalized at cost in the respective funds in which they are utilized. No interest is capitalized on self-constructed assets because non-capitalization of interest does not have a material effect on the City's financial statements. Donated capital assets are recorded at their fair value at the time of donation.

Capitalization thresholds (dollar value above which asset acquisitions are added to the capital asset accounts) and estimated useful lives are used to report capital assets in the government-wide statements. Depreciation is calculated on the straight-line basis for all assets, except land. A full year's depreciation expense is taken for all purchases and sales of capital assets during the year.

The following schedule details those thresholds, estimated useful lives and salvage value percentage of cost:

	Capitalization Threshold	Estimated Useful Life	Salvage Value (% of Cost)
Land	\$ -	N/A	N/A
Infrastructure	-	20 years	30%
Buildings	50,000	40 years	20%
Improvements	25,000	20 years	20%
Heavy machinery & equipment	5,000	10 years	10%
Machinery & equipment	5,000	5 years	10%
Property under capital leases	*	*	*

* Leased property capitalization policy and estimated useful life will correspond with the amounts for the asset classification, as listed above.

J. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period and so will not be recognized as an outflow of resources expenditure until then.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2019

Note 1 - Summary of Significant Accounting Policies (continued)

J. Deferred Outflows/Inflows of Resources (continued)

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period and so will not be recognized as an inflow of resources until that time.

Deferred amounts on pensions – Deferred outflows and inflows of resources should be reported when to show the City's proportionate share of amounts of the effects of actuarial differences and changes in assumptions to economic or demographic factors and differences between actual and projected earnings of multi-employer pension plan. In addition, a deferred inflow should be reported for employer contributions to the pension plan made subsequent to the measurement date.

Property tax for future reporting period/unavailable revenue – property taxes – Deferred inflows of resources should be reported when resources associated with imposed non-exchange revenue transactions are received or reported as a receivable before the period for which property taxes are levied.

Unavailable revenue – fines – When an asset is recorded in the governmental fund financial statements, but the revenue is not available, the government should report a deferred inflow of resources until such time as the revenue becomes available.

K. Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Public Employees' Retirement System of Mississippi (PERS) and additions to/deductions from PERS' fiduciary net position have been determined on the same basis as they are reported by PERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

L. Long-term Liabilities

Long-term liabilities are the unmatured principal of bonds, loans, notes, or other forms of noncurrent or long-term general obligation indebtedness. Long-term liabilities are not limited to liabilities from debt issuances but may also include liabilities on lease-purchase agreements and other commitments.

In the government-wide financial statements and the Proprietary Fund financial information, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities or business activities Statement of Net Position.

Bond premiums and discounts are deferred and amortized over the life of the bonds using the straight-line method. Bonds payable are reported net of the applicable bond premium or discount.

In the fund financial statements, Governmental Fund Types recognize bond premiums and discounts during the current period. The face amount of the debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2019

Note 1 - Summary of Significant Accounting Policies (continued)

M. Compensated Absences

The City has adopted a policy of compensation for accumulated unpaid employee personal leave. No payment is authorized for accrued major medical leave. Accounting principles generally accepted in the United States of America require accrual of accumulated unpaid employee benefits as long-term liabilities in the government-wide financial statements. In fund financial statements, Governmental Funds report the compensated absence liability payable only if the payable has matured.

An employee may accumulate unused vacation leave hours without limitation, however, cash payments upon employee termination or retirement are limited to a maximum of 240 hours of an accumulated leave of pay. Employees have no claim for accumulated sick leave at termination, for retirement, lay-off, or cause. As such, no provision for unused sick leave has been provided in the financial statements. Unused vacation and sick leave balances may be credited to the Public Employee's Retirement System (PERS) as time worked.

N. Fund Balance Policies

In the fund financial statements, governmental funds report fund balance into classifications that comprise a hierarchy based on the extent to which the City is bound to honor constraints on the specific purpose for which amount in those funds can be spent. The classifications of fund balance are Non-spendable, Restricted, Committed, Assigned, and Unassigned. The following are descriptions of fund classifications used by the City:

Non-spendable fund balance includes amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact.

Restricted fund balance includes amounts that have constraints placed upon the use of the resources either by an external party or imposed by law through a constitutional provision or enabling legislation.

Committed fund balance includes amounts that can be used only for specific purposes pursuant to constraints imposed by a formal action of the City Council, the City's highest level of decision-making authority. This formal action is an order of the City Council as approved in the board minutes.

Assigned fund balance includes amounts that are constrained by the City's intent to be used for a specific purpose but are neither restricted nor committed. For governmental funds, other than the general fund, this is the residual amount within the fund that is not classified as non-spendable and is neither restricted nor committed. Assignments of fund balance are created by management pursuant to authorization established by the Board of Alderman.

Unassigned fund balance is the residual classification for the general fund. This classification represents fund balance that has not been assigned to other funds and that has not been restricted, committed, or assigned to specific purposes within the general fund. The general fund should be the only fund that reports a positive unassigned fund balance amount. In other governmental funds if expenditures incurred for specific purposes exceeded the amounts restricted, committed, or assigned to those purposes, it may be necessary to report a negative unassigned fund balance.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2019

Note 1 - Summary of Significant Accounting Policies (continued)

N. Fund Balance Policies (continued)

When both restricted and unrestricted resources are available for specified expenditures, restricted resources are considered spent before unrestricted resources. Within unrestricted resources, committed would be considered spent first (if available), followed by assigned (if available), and then unassigned amounts.

O. Net Position

The government-wide and proprietary fund financial statements utilize a net position presentation. Net position is categorized as net investment in capital assets, restricted, and unrestricted.

Net investment in Capital Assets - Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, notes, or other borrowings attributable to the acquisition, construction, or improvement of those assets.

Restricted net position - Consists of net position with constraints placed on the use either by external groups such as creditors, grantors, contributors, or laws and regulations of other governments; or law through constitutional provisions or enabling legislation.

Unrestricted net position - All other net position not meeting the definition of "restricted" or "invested in capital assets, net of related debt."

P. Intergovernmental Revenues in Governmental Funds

Intergovernmental revenues, consisting of grants, entitlements, and shared revenues, are usually recorded in Governmental Funds when measurable and available. However, the "available" criterion applies for certain federal grants and shared revenues when the expenditure is made because expenditure is the prime factor for determining eligibility. Similarly, if cost sharing or matching requirements exist, revenue recognition depends on compliance with these requirements.

Q. Property Tax Revenues

Numerous statutes exist under which the City Council may levy property taxes. The selection of authorities is made based on the objectives and responsibilities of the City. Restrictions associated with property tax levies vary with the statutory authority. The amount of increase in certain property taxes is limited by state law. Generally, this restriction provides that these tax levies shall produce no more than 110% of the amount which resulted from the assessments of the previous year.

The City Council, each year at a meeting in September, levies property taxes for the ensuing fiscal year which begins on October 1. Real property taxes become a lien on January 1 of the current year, and personal property taxes become a lien on March 1 of the current year. Taxes on both real and personal property, however, are due on or before February 1 of the next succeeding year. Taxes on motor vehicles and mobile homes become a lien and are due in the month that coincides with the month of original purchase.

Accounting principles generally accepted in the United States of America require property taxes to be recognized at the levy date if measurable and available. All property taxes are recognized as revenue in the year for which they are levied. Motor vehicle and mobile home taxes do not meet the measurability and collectability criteria for property tax recognition because the lien and due date cannot be established until the date of original purchase occurs.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2019

Note 1 - Summary of Significant Accounting Policies (continued)

R. Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results may differ from those estimates.

S. Change in Accounting Standard

The City implemented the following standards issued by the Governmental Accounting Standards Board (GASB) in the current fiscal year as required: GASB Statement No. 88, *Certain Disclosures Related to Debt, including Direct Borrowings and Direct Placements*. The provisions of this standard have been incorporated into the financial statements and notes.

Note 2 – Cash

The carrying amount of the city's total deposits with financial institutions at September 30, 2019, was \$19,155,826 and the bank balance was \$19,986,779. Of this amount \$1,388,688 is restricted for unemployment, utility customers' deposits and debt service. The collateral for public entities' deposits in financial institutions is held in the name of the State Treasurer under a program established by the Mississippi State Legislature and is governed by Section 27-105-5, Miss. Code Ann. (1972). Under this program, the entity's funds are protected through a collateral pool administered by the State Treasurer. Financial institutions holding deposits of public funds must pledge securities as collateral against those deposits. In the event of failure of a financial institution, securities pledged by that institution would be liquidated by the State Treasurer to replace the public deposits not covered by the Federal Deposit Insurance Corporation (FDIC).

A summary of cash at September 30, 2019 is as follows:

	Deposits with Financial Institutions		Cash on Hand	Total
	Unrestricted	Restricted		
Governmental-type activities				
General Fund	\$ 2,869,223	4,845	1,550	2,875,618
Other Governmental Funds	7,090,833	189,950	20	7,280,803
Self-Insurance Fund	543,106	-	-	543,106
Total governmental activities	<u>10,503,162</u>	<u>194,795</u>	<u>1,570</u>	<u>10,699,527</u>
Business-type activities				
Water & Sewer Fund	6,716,107	1,193,893	600	7,910,600
Solid Waste Fund	170,139	-	-	170,139
Total business-type activities	<u>6,886,246</u>	<u>1,193,893</u>	<u>600</u>	<u>8,080,739</u>
Agency fund	<u>375,560</u>	<u>-</u>	<u>-</u>	<u>375,560</u>
Total cash	<u>\$ 17,764,968</u>	<u>1,388,688</u>	<u>2,170</u>	<u>19,155,826</u>

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2019

Note 2 – Cash (continued)

Custodial Credit Risk - Deposits. Custodial credit risk is the risk that in the event of the failure of a financial institution, the City will not be able to recover deposits or collateral securities that are in the possession of an outside party. The City does not have a formal policy for custodial credit risk. However, the Mississippi State Treasurer manages that risk on behalf of the City. Deposits above FDIC coverage are collateralized by the pledging financial institution's trust department or agent in the name of the Mississippi State Treasurer on behalf of the City.

Note 3 – Receivables

A. Governmental Activities

Receivables in the governmental activities at September 30, 2019, consisted of the following:

Taxes Receivable	
Property taxes	
Current	\$ 65,283
For future reporting period	4,813,810
Total taxes receivable	<u>4,879,093</u>
Court fines receivable	12,945,878
Less: allowance for doubtful accounts	<u>(12,298,584)</u>
Total court fines receivable, net	<u>647,294</u>
Intergovernmental receivable	
Sales taxes	369,873
Franchise taxes	142,724
County road taxes	42,398
State grants and contributions	<u>141,017</u>
Total other taxes and grants	<u>696,012</u>
Total receivable - governmental activities	<u>\$ 6,222,399</u>

B. Business-type Activities

Receivable in the business-type activities at September 30, 2019, consisted of the following:

Intergovernmental receivable	<u>262,607</u>
Customer accounts receivable	
Customer utility charges (billed)	3,234,811
Customer accounts, earned but unbilled	541,691
Less: allowance for doubtful accounts	<u>(2,286,913)</u>
Total customer accounts receivable, net	<u>1,489,589</u>
Total receivable - business-type activities	<u>\$ 1,752,196</u>

All trade receivables are shown net of an allowance for bad debt. An allowance in the amount of \$2,164,641 at September 30, 2019 has been provided in the Water and Sewer Enterprise Fund and \$122,272 has been provided in the Solid Waste Enterprise Fund for estimated uncollectible utility charges for a total of \$2,286,913.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2019

Note 4 – Interfund Transactions and Balances

Government-wide Financial Statements

A. Interfund Transfers

At September 30, 2019, the City had the following transfers:

<u>Transfer In</u>	<u>Transfer Out</u>	<u>Amount</u>
Governmental Activities	Business-type Activities	\$ <u>835,487</u>

These amounts represent monies transferred from the governmental-type activities to the business-type activities for construction of water wells.

B. Intra-entity Balances

At September 30, 2019 the City had the following intra entity balances:

<u>Due from other Government Agencies</u>	<u>Due to other Government Agencies</u>	<u>Amount</u>
General Fund	Fiduciary Funds	\$ <u>135,564</u>

These amounts represent excess cash transfers to the agency clearing funds that are owed back to the City Depository.

Fund Financial Statements

A. Due From/To Other Funds:

During the course of the year, certain expenditures were paid on a reimbursement basis requiring the City to borrow monies at year-end from the general fund in order to prevent a deficit cash balance in certain funds. Allocation percentages of federal reimbursement for construction projects caused expenditures to be paid from the wrong fund requiring many “due to/due from” transactions requiring cash transfer after year end.

<u>Receivable Fund</u>	<u>Payable Fund</u>	<u>Amount</u>
General Fund	Other Governmental Funds	\$ 110,121
General Fund	Fiduciary Funds	135,564
General Fund	Water & Sewer Fund	47,513
Other Governmental Funds	General Fund	7,979
Solid Waste Fund	Self Insurance Fund	22,833
Solid Waste Fund	Water & Sewer Fund	193,494
Total		\$ <u>517,504</u>

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2019

Note 4 – Interfund Transactions and Balances (continued)

Fund Financial Statements (continued)

B. Transfers In/Out:

Transfers were made in the course of the year for loans to various funds. Other transfers were made to reimburse the various funds for expenditures made on the behalf of other fund purposes.

<u>Transfers In</u>	<u>Transfers Out</u>	<u>Amount</u>
General Fund	Other Governmental Funds	\$ 25,000
Other Governmental Funds	General Fund	880,402
General Fund	Water & Sewer Fund	646,385
General Fund	Solid Waste Fund	189,102
Other Governmental Funds	Other Governmental Funds	3,920,897
Water & Sewer	Water & Sewer	6,186,296
Total		<u>\$ 11,848,082</u>

Note 5 – Capital Assets

A. Governmental Activities

The following is a summary of governmental capital assets activity for the year ended September 30, 2019:

	<u>Balance 10/1/2018</u>	<u>Additions</u>	<u>Adjustments/ Disposals</u>	<u>Balance 9/30/2019</u>
Capital assets not being depreciated:				
Land	\$ 6,128,137	100,000	-	6,228,137
Construction in Progress	581,158	552,144	-	1,133,302
Total capital assets not being depreciated	<u>6,709,295</u>	<u>652,144</u>	<u>-</u>	<u>7,361,439</u>
Capital assets being depreciated:				
Buildings & Improvements	2,942,307	205,000	-	3,147,307
Infrastructure	14,411,336	-	(20)	14,411,316
Machinery & Equipment	1,462,520	172,606	(29,011)	1,606,115
Equipment under Capital Leases	851,403	143,888	-	995,291
Total capital assets being depreciated	<u>19,667,566</u>	<u>521,494</u>	<u>(29,031)</u>	<u>20,160,029</u>
Less accumulated depreciation for:				
Buildings & improvements	578,262	60,213	(10,557)	627,918
Infrastructure	2,080,469	334,158	(979)	2,413,648
Machinery & Equipment	1,005,789	96,764	(3,045)	1,099,508
Equipment under Capital Leases	298,099	83,983	(1)	382,081
Total accumulated depreciation	<u>3,962,619</u>	<u>575,118</u>	<u>(14,582)</u>	<u>4,523,155</u>
Total capital assets being depreciated, net	<u>15,704,947</u>	<u>(53,624)</u>	<u>(14,449)</u>	<u>15,636,874</u>
Total governmental activities capital assets, net	<u>\$ 22,414,242</u>	<u>598,520</u>	<u>(14,449)</u>	<u>22,998,313</u>

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2019

Note 5 – Capital Assets (continued)

Depreciation expense was charged to governmental functions as follows:

General Government	\$	38,049
Public Safety		115,981
Public Works		371,264
Culture & Recreation		49,824
	\$	<u>575,118</u>

B. Business-type Activities

The following is a summary of business-type capital assets activity for the year ended September 30, 2019:

	Balance 10/1/2018	Additions	Adjustments/ Disposals	Balance 9/30/2019
Capital assets not being depreciated:				
Land	\$ 1,215,870	-	-	1,215,870
Construction in Progress	66,500	843,599	-	910,099
Total capital assets not being depreciated	<u>1,282,370</u>	<u>843,599</u>	<u>-</u>	<u>2,125,969</u>
Capital assets being depreciated:				
Infrastructure	47,309,607	-	-	47,309,607
Machinery & Equipment	1,658,584	92,826	1	1,751,411
Equipment under Capital Leases	3,224,544	-	-	3,224,544
Total capital assets being depreciated	<u>52,192,735</u>	<u>92,826</u>	<u>1</u>	<u>52,285,562</u>
Less accumulated depreciation for:				
Infrastructure	11,393,461	1,103,891	-	12,497,352
Machinery & Equipment	1,215,919	75,565	(2)	1,291,482
Equipment under Capital Leases	300,957	75,239	-	376,196
Total accumulated depreciation	<u>12,910,337</u>	<u>1,254,695</u>	<u>(2)</u>	<u>14,165,030</u>
Total capital assets being depreciated, net	<u>39,282,398</u>	<u>(1,161,869)</u>	<u>3</u>	<u>38,120,532</u>
Total business-type activities capital assets, net	<u>\$ 40,564,768</u>	<u>(318,270)</u>	<u>3</u>	<u>40,246,501</u>

Depreciation expense was charged to business-type functions as follows:

Water and Sewer Fund	\$	1,252,505
Solid Waste Fund		2,190
Total depreciation - business-type activities	\$	<u>1,254,695</u>

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2019

Note 5 – Capital Assets (continued)

C. Construction in Progress/Commitments

Construction work in progress for the governmental and business-type activities of the City is composed of the following:

Project	Money Spent to Date	Remaining Commitment
Martin Bluff Widening	\$ 327,278	\$ 497,843
Emergency Watershed Protection Program	-	108,863
Martin Bluff Sidewalk	80,713	192,863
Bacot Park	35,000	93,500
Shephard State Park Welcome Center	480,570	21,725
Shephard State Park Marsh Boardwalk	36,050	40,950
City Park Walking Trail	107,320	72,234
Senior Coordinator Cottage	6,243	-
Town Commons Park	60,128	68,633
Total governmental activities	<u>\$ 806,024</u>	<u>\$ 68,633</u>
 Elevated Water Tank-Enterprise Fund	 132,000	 1,212,000
Bemis Sewer Project	373,203	454,921
Hwy 57 Utility Relocate	145,710	240,606
Robinson Still Rd Water & Sewer	78,986	34,664
Water Supply and Treatment Plant	180,200	499,800
Total business-type activities	<u>\$ 910,099</u>	<u>\$ 2,441,991</u>

Note 6 – Court Fines Receivable/Deferred Inflows of Resources

Court fines receivables are recorded as deferred inflow of resources in the fund financial statements due to the funds using modified accrual basis. However, revenues received during the year are recorded in the government-wide financial statements on the full-accrual basis of accounting. Miss. Code Ann. (1972) does not allow for write-off of debt owed to municipalities. The amount represented on the financial statements is conclusive of all bad debts owed by citizens to the municipal courts since the City started providing court services. Court fines receivable at September 30, 2019, were \$12,945,878, of which an allowance of \$12,298,584 has been determined as uncollectible with \$647,294 deemed collectible.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2019

Note 7 – Claims and Judgments

Risk Financing

The City finances its exposure to risk of loss related to workers' compensation for injuries to its employees through the Mississippi Public Entity Workers' Compensation Trust, a public entity risk pool.

The City pays premiums to the pool for its workers' compensation insurance coverage, and the participation agreement provides that the pool will be self-sustaining through member premiums. The retention for the pool is \$1,000,000 for each accident and completely covers statutory limits set by the Workers' Compensation Commission. Risk of loss is remote for claims exceeding the pool's retention liability. However, the pool also has catastrophic reinsurance coverage for statutory limits above the pool's retention, provided by Safety National Casualty Corporation, effective from January 1, 2018, to January 1, 2019. The pool may make an overall supplemental assessment or declare a refund depending on the loss experience of all the entities it insures.

The City is exposed to risk of loss relating to employee health, accident, and dental coverage. Pursuant to Section 25-15-101, Miss. Code Ann. (1972), the City established a risk management fund (included as an Internal Service Fund) to account for and finance its uninsured risk of loss. Under the plan, amounts payable to the risk management fund are based on actuarial estimates. Each employee pays a portion of his/her premium through a payroll deduction. The City pays the remaining portion of the premium on a single coverage policy for its respective employees. Employees desiring additional and/or dependent coverage pay the additional premium through a payroll deduction. Premium payments to the risk management fund are determined on an actuarial basis. The City has minimum uninsured risk retention to the extent that actual claims submitted exceed the predetermined premium. The City has implemented the following plans to minimize this potential loss:

The City has purchased coinsurance which functions on specific stop loss coverage. This coverage is purchased from an outside commercial carrier. For the current fiscal year, the specific coverage begins when an individual participant's claim exceeds \$65,000.

Claims expenditures and liabilities are reported when it is probable that a loss has occurred, and the amount of that loss can be reasonably estimated. Liabilities include an amount for claims that have been incurred but not reported (IBNRs). At September 30, 2019, the amount of this liability was \$67,146.

	Amount
Liability at beginning of year	\$ 132,495
Claims and changes of estimates	1,821,041
Claims payments	(1,886,390)
Liability at end of year	\$ <u>67,146</u>

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2019

Note 8 – Retirement Plan

A. Defined Benefit Pension Plan

The City contributes to the Public Employees' Retirement System of Mississippi (PERS), a cost-sharing multiple-employer defined benefit plan. PERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefit provisions are established by State law and may be amended only by the State of Mississippi Legislature.

Plan Description and Provisions

Substantially all of the City's full-time employees participate in PERS, a multi-employer, cost-sharing, defined benefit public employee pension plan. PERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefit provisions are established by State law and may be amended only by the State of Mississippi Legislature. PERS issues a publicly available financial report that includes financial statements and required supplementary information. That information may be obtained by writing to Public Employee Retirement System, PERS Building, 429 Mississippi Street, Jackson, MS 39201-1005, or by calling (601) 359-3589 or 1-800-444-PERS.

Benefits Provided

Membership in PERS is a condition of employment granted upon hiring for qualifying employees and officials of the State of Mississippi, state universities, community and junior colleges, and teachers and employees of the public cities. For those persons employed by political subdivisions and instrumentalities of the State of Mississippi, membership is contingent upon approval of the entity's participation in PERS by the PERS' Board of Trustees. If approved, membership for the entity's employees is a condition of employment and eligibility is granted to those who qualify upon hiring.

Participating members who are vested and retire at or after age 60 or those who retire regardless of age with at least 30 years of creditable service (25 years of creditable service for employees who became members of PERS before July 1, 2011) are entitled, upon application, to an annual retirement allowance payable monthly for life in an amount equal to 2.0 percent of their average compensation for each year of creditable service up to and including 30 years (25 years for those who became members of PERS before July 1, 2011), plus 2.5 percent for each additional year of creditable service with an actuarial reduction in the benefit for each year of creditable service below 30 years or the number of years in age that the member is below 65, whichever is less. Average compensation is the average of the employee's earnings during the four highest compensated years of creditable service. Benefits vest upon completion of eight years of membership service (four years of membership service for those who became members of PERS before July 1, 2007).

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2019

Note 8 – Retirement Plan (continued)

A. Defined Benefit Pension Plan (continued)

PERS also provides certain death and disability benefits. A Cost-of-Living Adjustment (COLA) payment is made to eligible retirees and beneficiaries. The COLA is equal to 3.0 percent of the annual retirement allowance for each full fiscal year of retirement up to the year in which the retired member reaches age 60 (55 for those who became members of PERS before July 1, 2011), with 3.0 percent compounded for each fiscal year thereafter. Plan provisions are established and may be amended only by the State of Mississippi Legislature.

Contributions

PERS members are required to contribute 9.00% of their annual covered salary, and the City is required to contribute at an actuarially determined rate. The employer's rate for the period of October 1, 2018 through June 30, 2019 was 15.75% of annual covered payroll. The employer's rate for the period of July 1, 2019 through September 30, 2019, was 17.4% of annual covered payroll. The contribution requirements of PERS members and employers are established and may be amended only by the State of Mississippi Legislature.

Pension Liabilities, Pension Expense, Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At September 30, 2019, the City reported a liability of \$12,268,377 in the governmental activities and \$397,844 in the business-type activities for its proportionate share of the PERS net pension liability. The net pension liability was measured as of June 30, 2019, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City's proportion of the PERS net pension liability was based on a projection of the City's long-term share of contribution to the pension plan relative to projected contributions of all participating entities, actuarially determined. At June 30, 2019, the City's proportion was .072%. For the year ended September 30, 2019, the City recognized \$1,021,116 of PERS pension expense for governmental activities and \$400,339 for the business-type activities.

At September 30, 2019, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources		
	Governmental Activities	Business-Type Activities	Total
Differences between expected and actual experience	\$ 7,043	450	7,493
Changes of assumptions	116,730	7,451	124,181
Changes in proportion and differences between City contributions and Proportionate share on contributions	289,356	18,468	307,824
City's contributions subsequent to the measurement date	176,008	11,235	187,243
Total	\$ 589,137	37,604	626,741

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2019

Note 8 – Retirement Plan (continued)

A. Defined Benefit Pension Plan (continued)

At September 30, 2019, the City reported deferred inflows of resources and deferred outflows of resources related to pensions from the following sources:

	Deferred Inflows of Resources		
	Governmental Activities	Business-Type Activities	Total
Differences between expected and actual experience	\$ 12,816	818	13,634
Net difference between projected and actual earnings on pension plan investments	130,260	8,314	138,574
Changes in proportion and differences between City contributions and proportionate share on contributions	16,583	861	17,444
Total	\$ 159,659	9,993	169,652

Deferred liabilities and assets, with the exception of differences between projected and actual investment earnings, are amortized over the average of expected remaining service lives. Differences between projected and actual investment earnings are amortized over 5 years.

Within the deferred outflows, a net amount of \$187,243 of deferred outflows of resources is related to pensions resulting from the City's contributions subsequent to the measurement date and will be recognized as a reduction to the net pension liability in the year ended September 30, 2019.

The remaining amounts reported as deferred outflows of resources related to pensions of \$439,498 and deferred inflows of resources related to pensions of (\$169,850) netting to \$269,648 will be recognized in pension expense as follows:

Year Ending September 30,	
2020	\$ 200,361
2021	(92,466)
2022	103,924
2023	57,829
	<u>269,648</u>

Actuarial assumptions

The total pension liabilities in the June 30, 2019, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.75 percent
Salary increases	3.00 percent to 18.25 percent, including inflation
Investment rate of return	7.75 percent, net of pension plan investment expense, including inflation

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2019

Note 8 – Retirement Plan (continued)

A. Defined Benefit Pension Plan (continued)

Mortality rates were based on the PubS.H-2010(B) Retiree Table with the following adjustments: For males, 112% of male rates from ages 18 to 75 scaled down to 105% for ages 80 to 119. For females, 85% of the female rates from ages 18 to 65 scaled up to 102% for ages 75 to 119. Mortality rates will be projected generationally using the MP-2018 projection scale to account for future improvements in life expectancy.

The actuarial assumptions used in the June 30, 2019 valuation was based on the results of an actuarial experience study for the four-year period ending June 30, 2018. The experience report is dated April 2, 2019.

The long-term expected rate of return on pension plan investments was determined using a log-normal distribution analysis in which best-estimate ranges of expected future real rates of return (expected nominal returns, net of pension plan investment expense and the assumed rate of inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

The most recent target asset allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation		Long-Term Expected Real Rate of Return	
US Broad	27.00	%	4.90	%
International Equity	22.00		4.75	
Global Equity	12.00		5.00	
Fixed Income	20.00		1.50	
Real Assets	10.00		4.00	
Private Equity	8.00		6.25	
Cash	1.00		0.25	
Total	100.00	%		

Discount rate

The discount rate used to measure the total pension liability for PERS was 7.75 percent, which was based on the future long-term expected rate of return of 7.75 percent. The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rate (9.0%) and that employer contribution rate (15.75%) through June 30, 2019 and at the current contribution rate (17.4%) thereafter. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return investments was applied to all periods of projected benefit payments to determine each plan's total pension liability.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2019

Note 8 – Retirement Plan (continued)

A. Defined Benefit Pension Plan (continued)

Sensitivity of the City's proportionate share of the net pension liability to changes in the discount rate

The following table presents the City's proportionate share of the net pension liability calculated using the discount rate of 7.75 percent, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percentage-point lower (6.75 percent) or one percentage-point higher (8.75 percent) than the current rate:

	1% Decrease (6.75%)	Current Discount Rate (7.75%)	1% Increase (8.75%)
City's Proportionate share of PERS	\$ 16,650,186	\$ 12,666,221	\$ 9,377,815

Pension plan fiduciary net position

Detailed information about the pension plan's fiduciary net position is available in the separately issued PERS financial report which can be obtained at www.pers.ms.gov.

Three-year Trend Information

The following table provides the employer contribution to PERS for the last three fiscal years:

Fiscal Years Ending	Employer Contributions
2019	\$ 756,838
2018	722,163
2017	713,359

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2019

Note 9 – Long-term Debt

A. Governmental Activities

Transactions for the year ended September 30, 2019 are summarized as follows:

	Balance 10/1/2018	Additions	Retirements	Balance 9/30/2019	Due Within one Year
General Obligation Bonds	\$ 5,280,000	-	(600,000)	4,680,000	630,000
Limited Obligation Bonds	-	4,390,000	-	4,390,000	-
Capital Improvement Loans	699,757	-	(32,627)	667,130	33,285
Capital Leases	409,391	143,888	(157,066)	396,213	197,609
Compensated Absences	376,956	28,196	-	405,152	45,009
Total	\$ 6,766,104	4,562,084	(789,693)	10,538,495	905,903
Add:					
Bond Premium	-	71,275	(1,485)	69,790	-
Total	6,766,104	4,633,359	(791,178)	10,608,285	905,903

General Obligation Bonds, Series 2010 – In 2010, the City issued \$7,000,000 in general obligation bonds to be used for public improvements in the City. The bond is to be repaid over 20 years, maturing in August 2030 and carries a variable interest rate of 2.875% - 4.0%. Payment on this bond will be made from general ad valorem tax collections.

General Obligation – Katrina Loan Refunding Bond, Series 2010 – In 2010, the City issued \$2,360,000 in general obligation refunding bonds to be used to cover the costs associated with Hurricane Katrina for public improvements and repairs in the City. The bond is to be repaid over 10 years, maturing in 2020, and carries a fixed interest rate of 3.45%. Payment on this bond will be made from general ad valorem tax collections.

Annual debt service requirements to maturity for these bonds payable are as follows:

September 30,	Principal	Interest	Total
2020	\$ 630,000	161,262	791,262
2021	370,000	145,868	515,868
2022	385,000	134,769	519,769
2023	405,000	122,256	527,256
2024	390,000	109,094	499,094
2025-2029	2,065,000	329,250	2,394,250
2030	435,000	17,400	452,400
\$	4,680,000	1,019,899	5,699,899

Capital Improvement Loan – In February 2017, the City received a \$763,087 capital improvement loan from the Mississippi Development Authority to be used to cover the costs associated with Allen Road. The bond is to be repaid over 18 years, maturing in 2036, and carries a fixed interest rate of 2.0%. Payment on this loan will be made from general ad valorem tax collections.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2019

Note 9 – Long-term Debt (continued)

A. Governmental Activities (continued)

Annual debt service requirements to maturity for these bonds payable are as follows:

September 30,	Principal	Interest	Total
2020 \$	33,285	13,039	46,324
2021	33,957	12,367	46,324
2022	34,643	11,681	46,324
2023	35,342	10,982	46,324
2024	36,055	10,269	46,324
2025-2029	191,491	40,129	231,620
2030-2034	211,612	20,007	231,619
2035-2036	90,745	1,903	92,648
\$	<u>667,130</u>	<u>120,377</u>	<u>787,507</u>

Special Assessment Debt with Commitments – In April 2019, the City issued \$4,390,000 in special assessment bonds, Series 2019, for public improvements. The bond is to be over 22 years, maturing in 2041 and carries an interest rate ranging from 3.0% to 4.0. For purposes of funding the Series 2019 Bond Fund (as defined in the City Bond Resolution), the City will levy a direct, continuing, and special tax upon all the taxable property within the geographical limits of the City. The tax is adequate and sufficient to provide for the payment of the principal and interest on the bonds.

Annual debt service requirements to maturity for this bond payable is as follows:

September 30,	Principal	Interest	Total
2020 \$	-	151,082	151,082
2021	145,000	148,906	293,906
2022	150,000	144,482	294,482
2023	155,000	139,907	294,907
2024	160,000	135,182	295,182
2025-2029	895,000	577,407	1,472,407
2030-2034	1,065,000	403,734	1,468,734
2035-2039	1,255,000	212,036	1,467,036
2040-2041	565,000	19,863	584,863
\$	<u>4,390,000</u>	<u>1,932,599</u>	<u>6,322,599</u>

Capital Lease Obligations-Governmental Activities

The City is obligated for the following capital assets acquired through capital leases as of September 30, 2019:

Classes of property	Governmental Activities
Mobile equipment	\$ 546,692
Pumper truck	448,599
Less: accumulated depreciation	(382,081)
Leased property under capital leases	<u>\$ 613,210</u>

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2019

Note 9 – Long-term Debt (continued)

A. Governmental Activities (continued)

The following is a schedule by years of the total payments due as of September 30, 2019:

September 30,	Principal	Interest	Total
2020 \$	197,609	12,410	210,019
2021	148,422	6,875	155,297
2022	50,182	2,358	52,540
\$	<u>396,213</u>	<u>21,643</u>	<u>417,856</u>

B. Business-type Activities

Transactions for the year ended September 30, 2019 are summarized as follows:

	Balance 10/1/2018	Additions	Retirements	Balance 9/30/2019	Due Within one Year
Revenue Refunding Bonds	\$ 4,000,000	-	(135,000)	3,865,000	140,000
Revenue Bonds	1,390,000	-	(1,390,000)	-	-
Special Obligation Bonds	2,815,000	-	(145,000)	2,670,000	145,000
Revolving Loans	3,938,510	-	(432,367)	3,506,143	442,531
Capital Leases	2,631,876	-	(305,401)	2,326,475	105,191
Compensated Absences	12,842	4,046	-	16,888	3,319
Subtotal	14,788,228	4,046	(2,407,768)	12,384,506	836,041
Add: Bond Premium*	15,954	-	(15,954)	-	-
Total business-type activities	\$ <u>14,804,182</u>	<u>4,046</u>	<u>(2,423,722)</u>	<u>12,384,506</u>	<u>836,041</u>

Water & Sewer Revenue Bonds, Series 2018 – In 2018, the City issued \$4,000,000 in revenue bonds. The bond is to be repaid over 20 years, maturing in 2038, and carries an average interest rate of 3.73%. Payments on this bond will be made from the net revenues of the Water and Sewer system operations.

Annual debt service requirements to maturity for this bond payable is as follows:

September 30,	Principal	Interest	Total
2020 \$	140,000	146,781	286,781
2021	145,000	140,656	285,656
2022	150,000	134,494	284,494
2023	160,000	128,118	288,118
2024	165,000	121,318	286,318
2025-2029	920,000	500,930	1,420,930
2030-2034	880,000	276,518	1,156,518
2035-2038	1,305,000	157,200	1,462,200
\$	<u>3,865,000</u>	<u>1,606,015</u>	<u>5,471,015</u>

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2019

Note 9 – Long-term Debt (continued)

B. Business-type Activities (continued)

Water & Sewer Revenue Refunding Bonds, Series 2012 – In 2012, the City issued \$9,185,000 in refunding bonds. These bonds were issued to refund the Revenue Bonds, Series 2001 in an effort to reduce total debt payments. The refunding decreased the City's total debt service payments by approximately \$864,418. The transaction resulted in an economic loss (difference between the present value of the debt service on the old and the new bonds) of approximately \$866,494. This bond was paid off in 2019 and carried a fixed interest rate of 2%. Payment on this bond was made from the net revenues from the Water and Sewer system operations.

Special Obligation Bonds, Series 2013 – In 2013, the City issued \$3,500,000 in special obligation bonds to be used to cover the costs associated with Hurricane Katrina for public improvements and repairs in the City. The bond is to be repaid over 20 years, maturing in 2033, and carries a variable interest rate of 2.0% - 5.0%. Payment on this bond will be made from the net revenues from the Water and Sewer system operations.

Annual debt service requirements to maturity for this bond payable is as follows:

September 30,	Principal	Interest	Total
2020	\$ 145,000	117,706	262,706
2021	150,000	113,356	263,356
2022	155,000	108,856	263,856
2023	155,000	103,431	258,431
2024	170,000	97,813	267,813
2025-2029	955,000	372,688	1,327,688
2030-2033	940,000	120,000	1,060,000
\$	<u>2,670,000</u>	<u>1,033,850</u>	<u>3,703,850</u>

Revolving Loans - The City's utility enterprise fund finances extensions and improvements to its system through note obligations, which are subordinate to the revenue bonds.

The utility currently has six state revolving loans, which enabled the City to provide sewer services in needed areas. The City executed these loan agreements with the State of Mississippi Environmental Quality for the purpose of improving the water distribution and sewer collection systems. The City entered into an agreement with the Mississippi State Tax Commission, allowing the Tax Commission to withhold \$43,424 from monthly sales tax revenues as payment for principal and interest on bonds beginning in fiscal year 2006.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2019

Note 9 – Long-term Debt (continued)

B. Business-type Activities (continued)

Annual debt service requirements to maturity for these loans payable are as follows:

September 30,	Principal	Interest	Total
2020 \$	442,531	78,594	521,125
2021	452,956	68,171	521,127
2022	463,646	52,079	515,725
2023	474,614	46,522	521,136
2024	485,864	35,261	521,125
2025-2029	1,186,532	55,289	1,241,821
\$	<u>3,506,143</u>	<u>335,916</u>	<u>3,842,059</u>

Capital Lease Obligations-Business-type Activities

The City is obligated for the following capital assets acquired through capital leases as of September 30, 2019:

Classes of property	Business-type Activities
Water meter project	\$ 3,224,544
Less: accumulated depreciation	(376,196)
Leased property under capital leases	<u>\$ 2,848,348</u>

The following is a schedule by years of the total payments due as of September 30, 2019:

September 30,	Principal	Interest	Total
2020 \$	105,191	38,534	143,725
2021	215,637	71,811	287,448
2022	222,840	64,609	287,449
2023	230,283	57,166	287,449
2024	237,975	49,475	287,450
2025-2029	1,314,549	122,701	1,437,250
\$	<u>2,326,475</u>	<u>404,296</u>	<u>2,730,771</u>

C. Legal Debt Margin

The amount of debt, excluding specific exempted debt that can be incurred by the City is limited by state statute. Total outstanding debt during a year can be no greater than 15% of assessed value of the taxable property within the City, according to the last completed assessment for taxation. However, the limitation is increased to 20% whenever a City issues bonds to repair or replace washed out or collapsed bridges on the public roads of the City. As of September 30, 2019, the amount of outstanding debt was equal to 8.2% of the latest property assessments.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2019

Note 9 – Long-term Debt (continued)

D. Compensated Absences

Compensated absences will be paid from the funds from which the employees' salaries were paid which are generally the General Fund.

Note 10 – Property and Sales Tax Revenue

A. Property Tax Revenues

The City levies a tax on real and personal property based on the assessed value of property as compiled by the information extracted from the City assessment tax rolls. The taxes on real property attach as an enforceable lien on the property as of January 1. Taxes on real and personal property are levied by the City Council at the first regular meeting in September.

In accordance with the Mississippi Code of 1972, as amended, the City Council may levy taxes in any amount for general revenue purposes and general improvements. However, taxes collected for the current year are limited to an increase of not more than 10% over receipts for any one of the preceding ten years or a minimum of 20 mills. For purposes of the computation, taxes collected in the current year resulting from property added to the tax assessment roll are excluded from the computation.

The rates are expressed in terms of mills (i.e., ten mills equal one cent). The combined tax rate to finance general governmental services, including the payment of principal and interest on long-term debt but exclusive of school bond and interest for the year ended September 30, 2019 was 43.00 mills or \$43.00 per \$1,000 of assessed valuation.

Property taxes at the fund level are recorded as receivables and deferred inflow of resources at the time the taxes are levied. Revenues are recognized as the related ad valorem taxes are collected including those collected 60 days after year-end. Additional amounts estimated to be collectible in time to be a resource for payment of obligations incurred during the fiscal year and therefore susceptible to accrual in accordance with GAAP have been recognized as revenue.

B. General Sales Tax Revenues

The State levies a 7% sales tax on retail sales and remits 18.5% of the amount collected (within the corporate boundaries of the City of Gautier) back to the City monthly. General sales tax revenue reported in the General Fund was \$2,305,610.

Note 11 – Tax Abatements

In May of 2017, the City Council passed a Memorandum of Intent for a tax abatement to a developer through the Southern Mississippi Planning & Development District (SMPDD) Commercial Redevelopment Program. This program is subject to the requirements of GASB Statement #77. The program was authorized by the city council and is for a period of fifteen years. It provides the city remit 35% of the total verified sales tax increase to SMPDD, which in turn remits the proceeds to the developer. The payment to SMPDD for calendar year 19 sales tax was \$15,340, and for calendar year 18 sales tax was \$15,809.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2019

Note 12 – Commitments and Contingencies

A. Risk Management

Claims and Judgments - The City is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The City carries commercial insurance for these risks. Settled claims resulting from these insured risks have not exceeded commercial insurance coverage in any of the past three fiscal years.

Federal Grants - The city has received federal grants for specific purposes that are subject to audit by the grantor agencies. Entitlements to these resources are generally conditional upon compliance with the terms and conditions of grant agreements and applicable federal regulations, including the expenditure of resources for allowable purposes. Any disallowance resulting from a grantor audit may become a liability of the City. No provision for any liability that may result has been recognized in the City's financial statements.

Litigation - The City is potentially a party to legal proceedings, many of which occur in the normal course of governmental operations. It is not possible at the present time to estimate ultimate outcome or liability, if any, of the City with respect to the potential proceedings. However, the City's legal counsel believes that any ultimate liability resulting from these lawsuits, if any, will not have a material adverse effect on the financial condition of the City.

B. Commitments

Contract for Operations of Water and Wastewater Systems – In November of 2013, the City entered into a ten-year contract with Clearwater Solutions, LLC for operation and maintenance of the City's water and sewer systems and utility billing of water and sewer systems. The fee under the contract is \$170,691/month for the year ended September 30, 2019. Annually, the amount shall be adjusted by the consumer price index by the U.S. Department of Labor Statistics. During the fiscal year ended September 30, 2019 the City paid a total of \$2,124,061 to Clearwater Solutions, LLC under this contract.

Contract for Operations of Solid Waste Collections – In August of 2018, the City signed a contract with Waste Pro of MS, Inc. for the operations of solid waste collections. The fee under the contract is \$16.83 per contractual unit per month. The only adjustment to the compensation rate is from a fluctuation in the number of units received. The contract term is through September 16, 2024. During the fiscal year ended September 30, 2019 the City paid a total of \$1,215,917 to Waste Pro of MS, Inc. under this contract.

Note 13 – Joint Venture

Joint Venture - The City of Gautier contracts with the Jackson County Utility Authority (the "Authority"), whereby the Authority picks up and disposes the City's solid waste and treats and disposes of the City's wastewater in compliance with water quality standards established by the Mississippi Air and Water Pollution Control law and the Federal Water Pollution Control Act.

The Authority provides for the operation and maintenance of the sewer treatment plants on a cost reimbursement basis. Pursuant to the terms of the agreement, the City is required to pay monthly costs of operations and maintenance directly associated with the treatment facilities and to share in the construction costs of the treatment facilities. The costs associated with this contract totaled \$2,217,587 for the year.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2019

Note 13 – Joint Venture (continued)

As of the date of this report, the financial statements of the Jackson County Utility Authority had not been published; therefore, the following is a synopsis of the Authority's financial statements as of and for the year ended September 30, 2018:

CONDENSED STATEMENT OF NET POSITION

ASSETS AND DEFERRED OUTFLOWS

Current assets	\$ 3,757,905
Restricted assets	10,838,468
Investments	2,000,000
Capital assets, net	162,557,479
Deferred outflows	<u>1,180,745</u>
Total assets and deferred outflows	<u>180,334,597</u>

LIABILITIES AND DEFERRED INFLOWS

Current liabilities	6,240,471
Long-term liabilities	64,812,818
Deferred inflows	<u>301,079</u>
Total liabilities and deferred inflows	<u>71,354,368</u>

NET POSITION

108,980,229

**CONDENSED STATEMENT OF REVENUES AND EXPENSES AND
CHANGES IN NET POSITION**

Operating revenue	\$ 16,066,067
Operating expenses	(20,867,086)
Nonoperating revenues	130,319
Nonoperating expenditures	(1,353,220)
Capital grants and contributions	<u>1,052,846</u>
Change in net position	<u>\$ (4,971,074)</u>

The City's obligation to pay operational costs of the Authority is joint and several with the obligations of all other public agencies similarly contracting with the Authority. Whenever any public City shall default in the payment to the Authority of its respective payment, the Authority may adjust the contract sums of the remaining public agencies, which are not in default so as to increase their contract sums by a proportional amount.

A complete copy of the 2019 financial statements should be soon on file at the administrative offices of the Authority which are located at 11100 Highway 57, Vancleave, Mississippi 39565, or may be obtained by calling (228) 762-0119.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2019

Note 14 – Jointly Governed Organization

Jointly Governed Organization - On November 2, 1970, the City entered into an agreement with the Board of Trustees of the Jackson George Regional Library System, the City of Moss Point, City of Pascagoula, City of Ocean Springs, City of Lucedale, and the Board of Supervisors of Jackson County to mutually cooperate in securing a more economical public library system through combined resources, interests, materials and facilities to be known as the Jackson George Regional Library System. There are no specific monetary terms in the agreement and the City of Gautier has no equity interest in the organization. However, a budget is approved every year by the County Library Board, which stipulates the amount of funds needed from the participating municipalities and various other funding sources. The City contributed \$106,983 to the Library for the year ended September 30, 2019.

Note 15– Subsequent Events

Events that occur after the Statement of Net position date but before the financial statements are available to be issued must be evaluated for recognition or disclosure. The effects of subsequent events that provide evidence about conditions that existed at the Statement of Net position date are recognized in the accompanying financial statements. Subsequent events which provide evidence about conditions that existed after the Statement of Net position date require disclosure in the accompanying notes. Management of the City evaluated the activity of the City through July 24, 2020, (the date the financial statements were available to be issued) and determined the following noteworthy subsequent events.

On December 18, 2019, the City issued Combined Utility System Revenue Bonds, Series 2019, in the amount of \$6,000,000. Interest rates range from 2.5% to 3.375% for the Series 2019 bonds. The bonds mature in 2039. The bond issuance costs amounted to \$108,000.

In early 2020, an outbreak of the novel strain of coronavirus (COVID-19) emerged globally. As a result, there have been mandates from federal, state, and local authorities resulting in an overall decline in economic activity. The ultimate impact of COVID-19 on the financial performance of the City is not reasonably estimable at this time.

REQUIRED SUPPLEMENTARY INFORMATION

City of Gautier, Mississippi
Statement of Revenues, Expenditures, and Changes in Fund Balance
General Fund
Budget to Actual - (Prepared on the Budgetary Basis)
Year Ended September 30, 2019

			Actual Budgetary Basis	Variances	
	Budgeted Amounts			Favorable (Unfavorable)	
	Original	Final		Original to Final	Final to Actual
Revenues:					
Property taxes	\$ 5,089,378	5,089,378	5,196,895	-	107,517
General sales tax	2,235,000	2,235,000	2,301,396	-	66,396
Fines and forfeitures	510,000	510,000	512,012	-	2,012
Licenses and permits	97,000	97,000	108,150	-	11,150
Intergovernmental	994,684	1,167,644	1,331,485	172,960	163,841
Franchise fees	148,000	148,000	148,698	-	698
Investment earnings	2,200	2,200	88,029	-	85,829
Miscellaneous	113,500	153,265	186,003	39,765	32,738
Total revenues	9,189,762	9,402,487	9,872,668	212,725	470,181
Expenditures:					
General government:					
Personnel services	1,531,594	1,454,749	1,410,713	76,845	44,036
Supplies	50,600	56,075	28,584	(5,475)	27,491
Other services and charges	1,006,485	1,037,369	865,866	(30,884)	171,503
Capital outlay	19,700	21,230	18,459	(1,530)	2,771
Total general government	2,608,379	2,569,423	2,323,622	38,956	245,801
Public safety:					
Personnel services	5,280,747	5,290,747	5,120,719	(10,000)	170,028
Supplies	277,367	297,827	259,473	(20,460)	38,354
Other services and charges	269,670	276,670	241,459	(7,000)	35,211
Capital outlay	142,000	158,650	86,022	(16,650)	72,628
Total public safety	5,969,784	6,023,894	5,707,673	(54,110)	316,221
Public works:					
Personnel services	289,738	228,978	224,336	60,760	4,642
Supplies	19,900	91,900	44,152	(72,000)	47,748
Other services and charges	177,570	178,870	121,262	(1,300)	57,608
Capital outlay	45,000	45,000	10,762	-	34,238
Total public works	532,208	544,748	400,512	(12,540)	144,236
Culture and recreation					
Personnel services	357,355	358,355	352,812	(1,000)	5,543
Supplies	57,000	82,915	70,846	(25,915)	12,069
Other services and charges	86,250	88,070	63,707	(1,820)	24,363
Capital outlay	85,100	220,960	213,823	(135,860)	7,137
Total culture and recreation	585,705	750,300	701,188	(164,595)	49,112
Debt service	63,976	63,976	63,975	-	1
Total expenditures	9,760,052	9,952,341	9,196,970	(192,289)	755,371
Excess (deficiency) of revenues over expenditures	(570,290)	(549,854)	675,698	20,436	1,225,552

The notes to the Required Supplementary Information are an integral part of this schedule.

City of Gautier, Mississippi
Statement of Revenues, Expenditures, and Changes in Fund Balance
General Fund (continued)
Budget to Actual - (Prepared on the Budgetary Basis)
Year Ended September 30, 2019

	Budgeted Amounts		Actual Budgetary Basis	Variances Favorable (Unfavorable)	
	Original	Final		Original	Final
				to Final	to Actual
Other Financing Sources (Uses):					
Proceeds from capital leases	\$ 200,000	200,000	143,888	-	(56,112)
Transfers in	830,923	860,487	860,487	29,564	-
Transfers out	(830,452)	(880,452)	(880,402)	(50,000)	50
Total other financing sources and uses	<u>200,471</u>	<u>180,035</u>	<u>123,973</u>	<u>(20,436)</u>	<u>(56,062)</u>
Net Change in Fund Balance - Budget	<u>(369,819)</u>	<u>(369,819)</u>	799,671	-	1,169,490

Net Change in fund balance - Budget-Cash Basis		\$ 799,671
Revenues per Cash-basis Budget	10,877,043	
Additional accrued revenues	<u>35,151</u>	35,151
Revenues per Fund Financial Statements	<u>10,912,194</u>	
Expenditures per Cash-basis Budget	10,077,372	
Additional accrued expenses	<u>(50,034)</u>	50,034
Expenditures per Fund Financial Statement	<u>10,027,338</u>	
Net Change in fund balance - Fund Financials		\$ <u>884,856</u>

The notes to the Required Supplementary Information are an integral part of this schedule.

City of Gautier, Mississippi
Notes to the Required
Supplementary Information-Budgetary Schedules
Year Ended September 30, 2019

A. Budgetary Information.

State statutes authorize the State Auditor to regulate the municipal budget process. Expenditures must be defined to the minimum level prescribed by the State Auditor. The State Auditor has set this level at the purpose level. Municipalities are prohibited from spending in excess of the lowest level adopted in the budget except for capital outlay, election expense and emergency warrants.

B. Basis of Presentation.

The Budgetary Comparison Schedule - Budget and Actual (Non-GAAP Basis) presents the original legally adopted budget, the final legally adopted budget, actual amounts on a budgetary (Non-GAAP Basis) and variances between the final budget and the actual amounts. The schedule is presented for the General Fund and each major Special Revenue Fund. The Budgetary Comparison Schedule - Budget and Actual (Non-GAAP Basis) is a part of required supplemental information.

C. Budget/GAAP Reconciliation.

The major differences between the budgetary basis and the GAAP basis are:

- 1) Revenues are recorded when received in cash (budgetary) as opposed to when susceptible to accrual (GAAP).
- 2) Expenditures are recorded when paid in cash (budgetary) as opposed to when susceptible to accrual (GAAP).

D. Budgetary Data

The procedures used by the City in establishing budget are mandated by Mississippi State law. A brief summary of the City's policies for recording budgetary data in the financial statements are as follows:

- 1) Prior to August 1, the City Manager submits to the City Council a proposed operating budget for the fiscal year beginning October 1. The operating budget includes proposed expenditures and the means of financing them.
- 2) Public hearings are conducted to obtain taxpayer comments.
- 3) No later than September 15, the budget is legally enacted through passage of a resolution.
- 4) Formal budgetary integration is employed as a management control device during the year for all governmental and proprietary funds.
- 5) Budgets for the governmental and proprietary funds are adopted on a cash basis except for expenditures which include those paid within 30 days of the fiscal year end as required by state statute.

City of Gautier, Mississippi
Schedule of the City's Proportionate Share of the Net Pension Liability
Last 10 Fiscal Years*
Year Ended September 30, 2019
(UNAUDITED)

	2019	2018	2017	2016	2015
City's proportion of the net pension liability (asset)	0.072%	0.070%	0.070%	0.067%	0.067%
City's proportionate share of the net pension liability (asset)	\$ 12,666,221	11,643,082	11,636,376	11,967,873	10,356,879
City's covered payroll	\$ 5,048,760	4,516,635	4,502,222	4,269,283	4,199,035
City's proportionate share of the net pension liability (asset) as a percentage of its covered payroll	250.88%	257.78%	258.46%	280.33%	246.65%
Plan fiduciary net position as a percentage of the total pension liability	61.59%	62.54%	61.49%	57.47%	61.70%

* The amounts presented for each fiscal year were determined as of the measurement date of June 30 prior to the fiscal year presented. This schedule is presented to illustrate the requirement to show information for 10 years. However, GASB Statement No. 68 was implemented for the fiscal year ended September 30, 2015, and, until a full 10-year trend is compiled, the City has only presented information for the years in which information is available.

The notes to the Required Supplementary Information are an integral part of this schedule.

City of Gautier, Mississippi
Schedule of the City's Contributions
Last 10 Fiscal Years*
Year Ended September 30, 2019
(UNAUDITED)

	2019	2018	2017	2016	2015
Contractually required contribution	\$ 756,838	722,163	713,359	681,575	658,899
Contributions in relation to the contractually required contribution	<u>756,838</u>	<u>722,163</u>	<u>713,359</u>	<u>681,575</u>	<u>658,899</u>
Contribution deficiency (excess)	\$ <u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
City's covered payroll	\$ 4,683,397	4,585,162	4,529,263	4,327,460	4,183,460
Contributions as a percentage of covered payroll	16.16%	15.75%	15.75%	15.75%	15.75%

* This schedule is presented to illustrate the requirement to show information for 10 years. However, GASB Statement No. 68 was implemented for the fiscal year ended September 30, 2015, and, until a full 10-year trend is compiled, the City has only presented information for the years in which information is available.

The notes to the Required Supplementary Information are an integral part of this schedule.

City of Gautier, Mississippi
Notes to the Required Supplementary Information
Pension Schedules
Year Ended September 30, 2019

Pension Schedules

A. Changes in assumptions

➤ 2019

- The expectation of retired life mortality was changed to the PubS.H-2010(B) Retiree Table with the following adjustments:
 - For males, 112% of male rates from ages 18 to 75 scaled down to 105% for ages 80 to 119.
 - For females, 85% of the female rates from ages 18 to 65 scaled up to 102% for ages 75 to 119.
 - Projection scale MP-2018 will be used to project future improvements in life expectancy generationally.
- The expectation of disabled mortality was changed to PubT.H-2010 Disabled Retiree Table for disabled retirees with the following adjustments:
 - For males, 137% of male rates at all ages.
 - For females, 115% of female rates at all ages.
 - Projection scale MP-2018 will be used to project future improvements in life expectancy generationally.
- The price inflation assumption was reduced from 3.00% to 2.75%.
- The wage inflation assumption was reduced from 3.25% to 3.00%.
- Withdrawal rates, pre-retirement mortality rates, and service retirement rates were also adjusted to more closely reflect actual experience.
- The percentage of active member disabilities assumed to be in the line of duty was increased from 7% to 9%.

➤ 2017

- The expectation of retired life mortality was changed to the RP-2014 Healthy Annuitant Blue Collar Mortality Table projected with Scale BB to 2022. Small adjustments were also made to the Mortality Table for disabled lives.
- The wage inflation assumption was reduced from 3.75% to 3.25%.
- Withdrawal rates, pre-retirement mortality rates, disability rates and service retirement rates were also adjusted to more closely reflect actual experience.
- The percentage of active member disabilities assumed to be in the line of duty was increased from 6% to 7%.

➤ 2016

- The assumed rate of interest credited to employee contributions was changed from 3.50% to 2.00%.

City of Gautier, Mississippi
Notes to the Required Supplementary Information
Pension Schedules
Year Ended September 30, 2019

Pension Schedules

A. Changes in assumptions (continued)

➤ 2015

- The expectation of retired life mortality was changed to the RP-2014 Healthy Annuitant Blue Collar Table projected to 2016 using Scale BB rather than the RP-2000 Mortality Table, which was used prior to 2015.
- The expectation of disabled mortality was changed to the RP-2014 Disabled Retiree Table, rather than the RP-2000 Disabled Mortality Table, which was used prior to 2015.
- Withdrawal rates, pre-retirement mortality rates, disability rates and service retirement rates were also adjusted to more closely reflect actual experience.
- Assumed rates of salary increase were adjusted to more closely reflect actual and anticipated experience.
- The price inflation and investment rate of return assumptions were changed from 3.50% to 3.00% and 8.00% to 7.75%, respectively.

B. Changes in benefit provisions

➤ 2016

- Effective July 1, 2016, the interest rate on employee contributions shall be calculated based on the money market rate as published by the Wall Street Journal on December 31 of each preceding year with a minimum rate of one percent and a maximum rate of five percent.

Methods and assumptions used in calculations of actuarially determined contributions

The actuarially determined contribution rates in the schedule of employer contributions are calculated as of June 30, two years prior to the end of the fiscal year in which contributions are reported (June 30, 2017 valuation for the June 30, 2019 fiscal year end). The following actuarial methods and assumptions were used to determine the most recent contribution rate reported in that schedule:

Actuarial cost method	Entry age
Amortization method	Level percentage of payroll, open
Remaining amortization period	36.6 years
Asset valuation method	5-year smoothed market
Price inflation	3.00 percent
Salary increase	3.25 percent to 18.50 percent, including inflation
Investment rate of return	7.75 percent, net of pension plan investment expense, including inflation

SUPPLEMENTAL INFORMATION

City of Gautier, Mississippi
Schedule of Surety Bonds
(Required by the State of Mississippi)
Year Ended September 30, 2019

Position	Name	Amount
Mayor	Philip Henry Torjusen	\$ 100,000
Councilman	Adam Douglas Colledge	100,000
Councilman	Mary F Martin	100,000
Councilman	Cameron B George	100,000
Councilman	Richard Jackson	100,000
Councilman	Casey C Vaughan	100,000
Councilman	Charles Rusty Anderson	100,000
City Manager	Paula N Yancey	50,000
Police Chief	Dante L Elbin	50,000
City Clerk	Cynthia Russell	50,000
Comptroller	Teresa Montgomery	50,000
Asst Comptroller	Tara Tapper	50,000
Executive Asst	Emily Cumbest	50,000
Acctg/Personnel Clerk	Lekeisha Hill	50,000
Acctg/Personnel Clerk	Leoqueita Reddix	50,000
Administrative Clerk	Cora Floyd	50,000
Administrative Clerk	Rachel Honea	50,000
Administrative Clerk	Addie Bang	50,000
Administrative Clerk	Barbara Logan	50,000
Administrative Clerk	Brenda Greco	50,000
Purchasing Clerk	Sherry Farabee	50,000
Court Clerk	Michael Steward	50,000
Deputy Court Clerk	Bernadette Morrow	50,000
Records Clerk	Tina Hansen	50,000
Police	Daniel Selover	25,000
Dispatcher	Katherine Clifton	50,000
Dispatcher	Cameron Thigpen	50,000
Dispatcher	Susan Powell	50,000
Dispatcher	Jameika Henderson	50,000
Dispatcher	Danielle King	50,000
Dispatcher	Timothy Werner	50,000
Dispatcher	Brittany Worth	50,000
Dispatcher	Chasity McLendon	50,000
Dispatcher	Traci Webb	50,000
Park Attendant	Laquita Harris	50,000
Park Attendant	Kayla Ferreira	50,000
Park Attendant	Joan Craswell	50,000
Utility Services	Kim Sheppard	50,000
Utility Services	Darlene Brown	50,000
Utility Services	Debra Holmes	50,000
Utility Services	Melissa Chandler	50,000
Utility Services	Karen Kihyet	50,000
Utility Services	Summer Devine	50,000
Utility Services	Lauren Eshliman	50,000

SPECIAL REPORTS

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

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**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT
AUDITING STANDARDS***

Honorable Mayor and
City Council
City of Gautier, Mississippi

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the major fund, and the aggregate remaining fund information of the City of Gautier, Mississippi, as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the City of Gautier, Mississippi's basic financial statements, and have issued our report thereon dated July 24, 2020.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City of Gautier, Mississippi's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City of Gautier, Mississippi's internal control. Accordingly, we do not express an opinion on the effectiveness of the City of Gautier, Mississippi's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

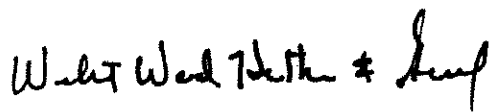
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City of Gautier, Mississippi's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our 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. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose. However, this report is a matter of public record and its distribution is not limited.



Wright, Ward, Hatten & Guel
Gulfport, MS
July 24, 2020

WRIGHT, WARD, HATTEN & GUEL

PROFESSIONAL LIMITED LIABILITY COMPANY

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

Certified Public Accountants

HANCOCK BANK BUILDING

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LIMITED INTERNAL CONTROL AND COMPLIANCE REVIEW MANAGEMENT REPORT

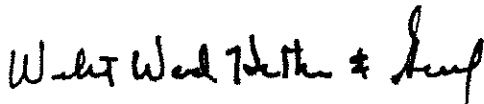
Honorable Mayor and
City Council
City of Gautier, Mississippi

In planning and performing our audit of the financial statements of the City of Gautier, Mississippi for the year ended September 30, 2019, we considered the City of Gautier, Mississippi's internal control to determine our auditing procedures for the purpose of expressing our opinions on the financial statements and not to provide assurance on internal control.

In addition, for areas not considered material to the City of Gautier, Mississippi's financial reporting, we have performed some additional limited internal control and state legal compliance review procedures as identified in the state legal compliance audit program issued by the Office of the State Auditor. Our procedures were substantially less in scope than an audit, the objective of which is the expression of an opinion on the City's compliance with these requirements. Accordingly, we do not express such an opinion. This report does not affect our report dated July 24, 2020, on the financial statements of the City of Gautier, Mississippi.

Although no findings came to our attention as a result of these review procedures and compliance tests, these procedures and tests cannot and do not provide absolute assurance that all state legal requirements have been complied with. Also, our consideration of the internal control would not necessarily disclose all matters within the internal control that might be weaknesses. In accordance with Section 7-7-211, Miss. Code Ann. (1972), the Office of the State Auditor, when deemed necessary, may conduct additional procedures and tests of transactions for this or other fiscal years to ensure compliance with legal requirements.

This report is intended solely for the information and use of management, the City Council and others within the entity, and the Office of the State Auditor and is not intended to be and should not be used by anyone other than these parties. However, this report is a matter of public record and its distribution is not limited.



Wright, Ward, Hatten & Guel
Gulfport, MS
July 24, 2020

City of Gautier, Mississippi
Schedule of Findings and Questioned Costs
September 30, 2019

SECTION 1 – SUMMARY OF AUDITOR’S RESULTS

Financial Statements:

- | | | |
|----|--|---------------|
| 1. | Type of auditor’s report issued on the financial statements: | Unmodified |
| 2. | Internal control over financial reporting: | |
| a. | Material weaknesses identified? | No |
| b. | Significant deficiencies identified? | None Reported |
| 3. | Noncompliance material to the financial statements noted? | No |

SECTION 2 – FINANCIAL STATEMENT FINDINGS

The results of our tests did not disclose any findings related to the financial statements that are required to be reported by *Government Auditing Standards*.

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Councilman Colledge made a motion to approve an ordinance to abolish municipal commissioners in the City of Gautier, MS, as presented. Mayor Torjusen seconded the motion. The vote was carried unanimously.

ORDINANCE NO. 253

AN ORDINANCE TO ABOLISH MUNICIPAL ELECTION COMMISSIONERS IN THE CITY AND TO ESTABLISH THE CITY'S INTENT TO ENTER INTO AN AGREEMENT WITH JACKSON COUNTY TO HAVE THE COUNTY ELECTION COMMISSIONERS CONDUCT MUNICIPAL ELECTIONS AND OTHER FUNCTIONS PERFORMED BY MUNICIPAL ELECTION COMMISSIONERS FOR THE BENEFIT OF THE EFFICIENCY AND CONFORMITY OF ELECTIONS

WHEREAS, the City of Gautier, Mississippi, as a municipality having a population of less than twenty thousand (20,000), was mandated by Mississippi Code § 23-15-221(1) to appoint three (3) election commissioners;

WHEREAS, the City Council for the City of Gautier appointed three (3) election commissioners as required by statute;

WHEREAS, the City of Gautier, despite having an established election commission with three appointed commissioners, was authorized by law to contract with the Jackson County Election Commission to handle many, if not all, aspects of municipal elections;

WHEREAS, on July 1, 2017, an Amendment to Mississippi Code § 23-15-221 became effective, which mandated that any municipality desiring to avail itself of the provisions of the Mississippi Election Code (i.e., to utilize the county election commission) shall adopt an ordinance declaring its intention to enter into an agreement with the municipality's county to have the county election commissioners conduct municipal elections and other functions that are performed by municipal election commissioners for the benefit of the efficiency and conformity of elections;

WHEREAS, this Amendment has been interpreted by the Attorney General's office to compel all Cities desiring to use the county election commission, to adopt an Ordinance stating an intention to *solely* use the services of the county election commission; failure to do so will result in the Cities being required to conduct all municipal election functions without the assistance of the county election commission with regard to any aspect of a municipal election;

WHEREAS, the City Council appreciates the need for assistance and services provided by the Jackson County Election Commission for municipal elections, and therefore finds that entering into a Contract with Jackson County and/or the Jackson County Election Commission to conduct municipal elections and other functions performed by municipal election commissioners will benefit the City, and all of its citizens, by making the elections more efficient and in conformity with all other cities throughout the County.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI, AS FOLLOWS:

SECTION I

Chapter 20 of the Code of Ordinances is hereby created and titled “Abolition of Municipal Election Commissioners in the City of Gautier and Authority for County Election Commissioners to Conduct the Duties of Municipal Election Commissioners” and is to read as follows:

SECTION II

Article I, Section 20-1 shall be added to the Code of Ordinances and shall read as follows:

It is the City Council’s intent and desire to abolish the City of Gautier’s Municipal Election Commissioners and to authorize the Jackson County Election Commission to conduct the municipal election commissioner’s duties. By adoption of this Ordinance, it is the City’s intent to enter into an Agreement for Services with Jackson County and/or the Jackson County Election Commission for the Jackson County Election Commission to conduct municipal elections and other functions that are performed by municipal election commissioners, which will benefit the City, and all of its citizens, by making the elections more efficient and in conformity with all other cities throughout the County. As a result of this Ordinance, all current members of the municipal election commission are removed.

Pursuant to Mississippi Code § 23-15-221, the Jackson County Election Commissioners shall conduct all of the duties of the municipal election commissioners including, but not limited to:

- (a) Canvass the results of bond elections in a municipality;
- (b) Canvass the returns of special and general elections for mayor and councilmen and within five (5) days after any special or general election, deliver to each person receiving the highest number of votes a certificate of election;
- (c) Certify to the Secretary of State the name or names of the person or persons elected at special and general elections within ten (10) days after any special or general election;
- (d) Revise the primary pollbooks for municipalities at the time and in the manner and in accordance with the laws now fixed and in force for revising pollbooks, except they shall not remove from the pollbook any person who is qualified to participate in primary elections;
- (e) Print the pollbooks that are to be used in municipal elections;
- (f) Print and distribute the “official ballots”;
- (g) Perform the duties of poll managers in the event there is only one (1) election precinct in the

municipality;

(h) Perform any of the duties required of the municipal executive committee pursuant to Section 23-15-239 if the municipal executive committee has entered into a written agreement with the municipal clerk or the municipal or county election commission that gives such authorization;

(i) Determine whether each party candidate in the municipal general election is a qualified elector of the municipality, and of the ward if the office sought is a ward office, whether each candidate either meets all other qualifications to hold the office he or she is seeking or presents absolute proof that he or she will, subject to no contingencies, meet all qualifications on or before the date of the general or special election at which he or she could be elected to office, and whether any candidate has been convicted of any felony in a court of this state, or has been convicted on or after December 8, 1992, of any offense in another state which is a felony under the laws of this state, or has been convicted of any felony in a federal court on or after December 8, 1992;

(j) Declare each candidate elected without opposition, if the candidate meets all the qualifications to hold the office as determined pursuant to a review by the commission in accordance with the provisions of subsection (i);

(k) Canvass the returns for municipal elections received from all voting precincts and within ten (10) days after the election, deliver to each person receiving the highest number of votes a certificate of election. If it shall appear that any two (2) or more of the candidates receiving the highest number of votes shall have received an equal number of votes, the election shall be decided by the toss of a coin or by lot, fairly and publicly drawn by the election commissioners;

(l) Transmit the statement provided in Section 23-15-611 to the Secretary of State certifying the name or names of the person or persons elected at municipal elections, and such person or persons shall be issued commissions by the Governor;

(m) Receiving the filed document by any person desiring to contest the qualifications of another person who has qualified pursuant to the provisions of Section 23-15-361 as a candidate for municipal office elected on the date designated by law for regular municipal elections that specifically sets forth the grounds of the challenge no later than thirty-one (31) days after the date of the first primary election set forth in Section 23-15-309; and

(n) Perform all other duties with respect to the municipal election prescribed by law.

SECTION III

Any and all ordinances or parts thereof in conflict or inconsistent with any of the terms and provisions of this Ordinance are hereby repealed to such extent as they are so in conflict or inconsistent.

SECTION IV

It is hereby declared to be the intention of the City Council that the actions, paragraphs, clauses and phrases of this ordinance, when adopted, are severable, and if any sections, paragraphs,

clauses, sentences or provisions of this ordinance as adopted shall be declared unconstitutional or otherwise invalid, same shall not affect any of the remaining sections, paragraphs, clauses and phrases of this ordinance.

SECTION V

This Ordinance shall take effect in the manner prescribed by law.

SECTION VI

That upon adoption, the City Clerk shall cause this Ordinance to be recorded in the Book of Ordinances of the City of Gautier, Mississippi, and published in the manner prescribed by law.

SECTION VII

The provisions of this Ordinance may be included and incorporated in the Code of Ordinances of the City of Gautier, Mississippi, as an addition thereto, and appropriately renumbered to conform to the uniform numbering system of the Code.

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

NAYS: **None**

ABSENT: **Mary Martin**

Thereupon, the Mayor declared said Ordinance approved, passed and adopted on this the 1st day of September, 2020.

Phil Torjusen, Mayor

Attest: _____
City Clerk

Councilman Vaughan made the motion to approve an agreement with the City of Gautier and Jackson County, Mississippi, as presented, to have the County election commissioners conduct municipal elections in the City of Gautier. 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: 417-2020

WHEREAS, the City of Gautier, Mississippi, (hereinafter referred to as "City") abolished its Municipal Election Commission by Ordinance dated September 1, 2020; and

WHEREAS, by its Ordinance, the City declared its intention to enter into an Agreement for Services with Jackson County, Mississippi, to have the Jackson County Election Commission conduct municipal elections and other functions that are performed by municipal election commissioners; and

WHEREAS, the City and Jackson County desire to enter into an agreement, pursuant to Mississippi Code Section 23-15-221, authorizing the Jackson County Election Commissioners to conduct municipal elections as well as other duties authorized by statute; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that an agreement between the City of Gautier and Jackson County to have the County election commissioners conduct municipal elections 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**
 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 September 1, 2020

**AGREEMENT BETWEEN CITY OF GAUTIER, MISSISSIPPI, AND
JACKSON COUNTY, MISSISSIPPI AUTHORIZING THE JACKSON
COUNTY ELECTION COMMISSIONERS TO CONDUCT ALL THE DUTIES
OF THE MUNICIPAL ELECTION COMMISSIONERS PURSUANT TO
SECTION**

23-15-221

WHEREAS, the City of Gautier, Mississippi, (hereinafter referred to as “City”) abolished its Municipal Election Commission by Ordinance dated _____, 2020; and

WHEREAS, by its Ordinance, the City declared its intention to enter into an Agreement for Services with Jackson County, Mississippi, (hereinafter referred to as “County”) to have the Jackson County Election Commission conduct municipal elections and other functions that are performed by municipal election commissioners; and

WHEREAS, the City and the County desire to enter into an agreement, pursuant to Mississippi Code Section 23-15-221, authorizing the Jackson County Election Commissioners to conduct municipal elections as well as other duties authorized by statute;

NOW THEREFORE IT IS HEREBY AGREED:

I.

The County authorizes the Jackson County Election Commissioners to do all things required of them pursuant to Section 23-15-221 to conduct all the duties of the municipal election commissioners including, but not limited to:

- (a) Canvass the results of bond elections in a municipality;
- (b) Canvass the returns of special and general elections for mayor and councilmen and within five (5) days after any special or general election, deliver to each person receiving the highest number of votes a certificate of election;
- (c) Certify to the Secretary of State the name or names of the person or persons elected at special and general elections within ten (10) days after any special or general election;
- (d) Revise the primary pollbooks for municipalities at the time and in the manner and in

accordance with the laws now fixed and in force for revising pollbooks, except they shall not remove from the pollbook any person who is qualified to participate in primary elections;

(e) Print the pollbooks that are to be used in municipal elections;

(f) Print and distribute the “official ballots”;

(g) Perform the duties of poll managers in the event there is only one (1) election precinct in the municipality;

(h) Perform any of the duties required of the municipal executive committee pursuant to Section 23-15-239 if the municipal executive committee has entered into a written agreement with the municipal clerk or the municipal or county election commission that gives such authorization;

(i) Determine whether each party candidate in the municipal general election is a qualified elector of the municipality, and of the ward if the office sought is a ward office, whether each candidate either meets all other qualifications to hold the office he or she is seeking or presents absolute proof that he or she will, subject to no contingencies, meet all qualifications on or before the date of the general or special election at which he or she could be elected to office, and whether any candidate has been convicted of any felony in a court of this state, or has been convicted on or after December 8, 1992, of any offense in another state which is a felony under the laws of this state, or has been convicted of any felony in a federal court on or after December 8, 1992;

(j) Declare each candidate elected without opposition, if the candidate meets all the qualifications to hold the office as determined pursuant to a review by the commission in accordance with the provisions of Section 23-15-221(3)(i);

(k) Canvass the returns for municipal elections received from all voting precincts and within ten (10) days after the election, deliver to each person receiving the highest number of votes a

certificate of election. If it shall appear that any two (2) or more of the candidates receiving the highest number of votes shall have received an equal number of votes, the election shall be decided by the toss of a coin or by lot, fairly and publicly drawn by the election commissioners;

(l) Transmit the statement provided in Section 23-15-611 to the Secretary of State certifying the name or names of the person or persons elected at municipal elections, and such person or persons shall be issued commissions by the Governor;

(m) Receiving the filed document by any person desiring to contest the qualifications of another person who has qualified pursuant to the provisions of Section 23-15-361 as a candidate for municipal office elected on the date designated by law for regular municipal elections that specifically sets forth the grounds of the challenge no later than thirty-one (31) days after the date of the first primary election set forth in Section 23-15-309; and

(n) Perform all other duties with respect to the municipal election prescribed by law.

II.

The County authorizes the Jackson County Election Commissioners to contract with the City, upon terms that are mutually agreeable to the City and the Jackson County Election Commissioners, to perform all the duties prescribed herein and by law, without further approval by the County.

III.

Either party may terminate this Agreement upon one hundred eighty (180) days written notice.

IV.

This Agreement will automatically renew annually unless terminated earlier, as provided herein.

V.

This Agreement may be amended at any time by upon the mutual consent of the parties.
Any Amendment shall be in writing and reflected upon the minutes of each party.

WITNESS the signatures of the duly authorized officers of the City and the County, this
the _____ day of _____, 2020.

CITY OF GAUTIER, MISSISSIPPI

By: _____
Mayor

ATTEST:

JACKSON COUNTY, MISSISSIPPI

By: _____
President, Board of Supervisors

ATTEST:

Councilman Vaughan made the motion to acknowledge receipt of the three bids for the City Hall Water Well Project and to award and execute a contract with the low bidder, Thompson Brothers Drilling, Inc., as presented, at the amount not to exceed \$784,300.00. 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 418-2020

WHEREAS, the City of Gautier has requested bids for the City Hall Water Well Project; and

WHEREAS, sealed bids for this project were received from three contractors and were opened on August 5, 2020; and

WHEREAS, the lowest and best bidder was Thompson Brothers Drilling, Inc., with a bid of \$784,300.00; and

WHEREAS, the proper proposal documentation, including bid bond, is in order as required by the contract documents; and

WHEREAS, Waggoner Engineering, the project engineer, has tabulated the bids and recommends awarding the contract to Thompson Brothers Drilling, Inc. as the lowest and best bid; and

WHEREAS, the Mayor and Members of Council find that it is in the best interests of the City to accept bids and authorize the award and execution of the contract with Thompson Brothers Drilling, Inc. for the City Hall Water Well Project in the amount of \$784,300.00; and

WHEREAS, the Mayor and Council Members hereby find that Thompson Brothers Drilling, Inc. has submitted the lowest and best bid; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the award and execution of a contract with Thompson Brothers Drilling, Inc., for the City Hall Water Well Project is hereby 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 **Councilman Vaughan**, 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 September 1, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: August 26, 2020
Subject: City Hall Water Well Contract Execution

REQUEST:

The Grants and Projects Department requests authorization to acknowledge receipt of three bids for the City Hall Water Well project and award and execute a contract with the low bidder, Thompson Brothers Drilling, Inc., in an amount not to exceed \$784,300.

BACKGROUND:

This water well will be installed behind City Hall and will be used to provide water capacity for the new water treatment plant being designed by Waggoner Engineering. The well is planned to provide 1,200 gallons per minute and will also have the capability to pump into the City's distribution system directly.

DISCUSSION:

On August 5, 2020, sealed proposals for the City Hall Water Well were received from three qualified contractors. The bidders were Thompson Brothers Drilling, Inc., Lyman Well Company, LLC, and Griner Drilling Service, Inc. The low bidder was Thompson Brothers Drilling, Inc. at \$784,300.

Waggoner Engineering reviewed the bids and recommends awarding the contract to Thompson Brothers Drilling.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council acknowledge receipt of three bids for the City Hall Water Well project and award and execute a contract with the low bidder, Thompson Brothers Drilling, Inc., in an amount not to exceed \$784,300.

The City Council may:

1. Authorize the Award and Execution of the Contract; or
2. Reject all bids and modify the scope of the project; or
3. Reject all bids and re-advertise.

ATTACHMENT(S):

1. Recommendation Letter
2. Bid Tab
3. Contract

August 25, 2020

City of Gautier
3330 Highway 90
Gautier, MS 39553

ATTN: Paula Yancey
City Manager

RE: **RECOMMENDATION OF AWARD**
City Hall Water Well
WEI #W018019.002

Dear Ms. Yancey:

We are pleased to submit to you our conclusions and recommendations regarding award of the contract for the City Hall Water Well project. Bids were opened at City Hall on Wednesday, August 5, 2020 at 10:00 A.M. A copy of the Certified Tabulation of Bids is attached.

Three bids were submitted ranging in total amounts from \$784,300.00 to \$1,065,004.00. The low Bidder was Thompson Brothers Drilling, Inc. with a total bid amount of \$784,300.00. The proper proposal documentation, including bond, appears to be in order as required by the contract documents.

Therefore, we recommend that award of the contract be made to Thompson Brothers Drilling, Inc. in the amount of \$784,300.00.

Thank you for this opportunity to be of service to you.

Sincerely,



Brian G. Granger, P/E., BCEE
Senior Discipline Manager

BG/reg

Attachment

c: Phil Torjusen, Mayor, City of Gautier

TABULATION OF BIDS - WAGGONER ENGINEERING, INC.									
City of Gautier, Mississippi City Hall Water Well WEI Project No. 0018019.002				Thompson Brothers Drilling, Inc. 5410 Highway 11 N Ellisville, MS 39437 COR #21005-SC		Lyman Well Company, LLC 15456 Sub Ladner Road Gulfport, MS 39502 COR #10208-MC		Griner Drilling Service, Inc. P.O. Box 825 Columbia, MS 39429 COR #1837-MC	
ITEM NO	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	Mobilization, Demobilization	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 10,000.00	\$ 10,000.00	\$ 95,800.00	\$ 95,800.00
2	Clearing and Grubbing	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 30,000.00	\$ 30,000.00	\$ 56,800.00	\$ 56,800.00
3	Erosion Control	LS	1	\$ 500.00	\$ 500.00	\$ 3,200.00	\$ 3,200.00	\$ 8,000.00	\$ 8,000.00
4	10" C900 PVC Water Main	LF	100	\$ 30.00	\$ 3,000.00	\$ 50.00	\$ 5,000.00	\$ 28.00	\$ 2,800.00
5	10" Gate Valve and Box w/ Indicator Post	EA	2	\$ 3,500.00	\$ 7,000.00	\$ 2,500.00	\$ 5,000.00	\$ 7,000.00	\$ 14,000.00
6	10" x 10" Tapping Sleeve and Valve	EA	1	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 6,000.00	\$ 6,000.00
7	12" x 10" Tapping Sleeve and Valve	EA	1	\$ 4,500.00	\$ 4,500.00	\$ 4,000.00	\$ 4,000.00	\$ 6,000.00	\$ 6,000.00
8	16" Steel Casing (Bore & Jack)	LF	40	\$ 100.00	\$ 4,000.00	\$ 250.00	\$ 10,000.00	\$ 80.00	\$ 3,200.00
9	Ductile Iron Fittings	LBS	1,200	\$ 15.00	\$ 18,000.00	\$ 4.00	\$ 4,800.00	\$ 16.67	\$ 20,004.00
10	Test Hole (580')	LS	1	\$ 58,000.00	\$ 58,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
11	Add/Deduct if Test Hole Depth is other than 580'	LF	1	\$ 100.00	XXXXXXX	\$ -	XXXXXXX	\$ 50.00	XXXXXXX
12	Test Well (580')	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 40,000.00	\$ 40,000.00	\$ 36,000.00	\$ 36,000.00
13	Add/Deduct if Test Well Depth is other than 580'	LF	1	\$ 100.00	XXXXXXX	\$ 20.00	XXXXXXX	\$ 75.00	XXXXXXX
14	Permanent Potable Well (1,200 gpm at 580')	LS	1	\$ 380,000.00	\$ 380,000.00	\$ 290,000.00	\$ 290,000.00	\$ 454,140.00	\$ 454,140.00
15	Add/Deduct if Permanent Well Depth is other than 580'	LF	1	\$ 350.00	XXXXXXX	\$ 100.00	XXXXXXX	\$ 100.00	XXXXXXX
16	Add/Deduct if Screen Length is other than 100'	LF	1	\$ 300.00	XXXXXXX	\$ 10.00	XXXXXXX	\$ 115.00	XXXXXXX
17	Above Ground Piping and Appurtenances	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 30,000.00	\$ 30,000.00	\$ 65,000.00	\$ 65,000.00
18	Site Improvements	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 20,000.00	\$ 20,000.00	\$ 16,000.00	\$ 16,000.00
19	Bollards	EA	9	\$ 250.00	\$ 2,250.00	\$ 300.00	\$ 2,700.00	\$ 60.00	\$ 540.00
20	Fencing	LF	220	\$ 40.00	\$ 8,800.00	\$ 50.00	\$ 11,000.00	\$ 36.00	\$ 7,920.00
21	20' Double Gate	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 1,200.00	\$ 1,200.00	\$ 2,000.00	\$ 2,000.00
22	5' Pedestrian Gate	EA	1	\$ 750.00	\$ 750.00	\$ 600.00	\$ 600.00	\$ 800.00	\$ 800.00
23	Chemical Enclosures, Chemical Equipment, Piping and Appurtenances	LS	1	\$ 38,000.00	\$ 38,000.00	\$ 50,000.00	\$ 50,000.00	\$ 37,000.00	\$ 37,000.00
24	Well Site: Electrical, Controls, & SCADA	LS	1	\$ 100,000.00	\$ 100,000.00	\$ 130,000.00	\$ 130,000.00	\$ 82,000.00	\$ 82,000.00
25	Well Site Electrical Allowance: New Primary Service	ALLOW	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
26	Generator (300 kW)	EA	1	\$ 75,000.00	\$ 75,000.00	\$ 80,000.00	\$ 80,000.00	\$ 91,000.00	\$ 91,000.00
TOTAL BID				\$ 784,300.00		\$ 791,000.00		\$ 1,065,004.00	

THIS IS TO CERTIFY THAT THIS IS A TRUE AND ACCURATE TABULATION OF BIDS
FOR THE CITY HALL WATER WELL PROJECT RECEIVED BY THE CITY OF GAUTIER
AT 10:00 AM ON AUGUST 5, 2020.

Brian Granger

CERTIFIED BY: Brian Granger, P.E., BCEE Senior Discipline Manager



SECTION E

CONTRACT

CONTRACT

THIS AGREEMENT, made this the _____ day of _____, 2020, by and between **GAUTIER, MISSISSIPPI** hereinafter called "OWNER" and _____ doing business as (an Individual), (a Partnership), (a Limited Liability Company), or (a Corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of **"CITY HALL WATER WELL"** hereinafter called "PROJECT".
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within **10** calendar days after the date of the NOTICE TO PROCEED and will complete the PROJECT within **210** calendar days, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS, and comply with the terms therein for the sum of \$ _____ or as shown in the BID Schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - A. This Agreement
 - B. Instruction to Bidders
 - C. Signed Copy of Proposal Form and Bidder's Certificate
 - D. Executed Non-Collusion Form and Compliance Statements
 - E. Executed Performance Bond
 - F. Executed Payment Bond
 - G. NSPE General Conditions
 - H. Special Contract Provisions
 - I. DRAWINGS prepared by **Waggoner Engineering, Inc.** and dated **JUNE 2020**.
 - J. SPECIFICATIONS prepared or issued by **Waggoner Engineering, Inc.** and dated **JUNE 2020**.
 - K. ADDENDA:
No. _____ Dated _____
No. _____ Dated _____
No. _____ Dated _____
No. _____ Dated _____
 - L. All federal government conditions, specifications, regulations and requirements bound herein.

6. The CONTRACTOR agrees to abide by the following consequences for failure to complete the project within the time specified in the CONTRACT DOCUMENTS:
- A. LIQUIDATED DAMAGES - CONTRACTOR shall pay to OWNER for each and every calendar day that he shall be in default in attaining Completion of the Work within the time stipulated the sum of \$ 500 as liquidated damages. The CONTRACTOR shall be liable for the continued assessment of liquidated damages of \$ 500 for each calendar day that he shall be in default in completing the Work within the stipulated time as provided herein. Since the OWNER'S losses are due to the CONTRACTOR'S delay and are not readily ascertainable, the amount provided herein for liquidated damages constitutes agreed damages and not a penalty.
 - B. INDEMNIFICATION - In addition to payment of the above liquidated damages, CONTRACTOR shall fully indemnify and hold harmless the OWNER, the ENGINEER and their officers, personnel, and agents from and against: (1) any and all fines, civil penalties, and assessments levied by the State of Mississippi Office of Pollution Control, State of Mississippi Bureau of Environmental Health or any federal or state court for failure to meet, perform, or comply with any part of the time schedule as defined in the Contract Documents, and (2) any and all claims, damages, losses, expenses, liabilities, actions, judgments, and decrees of any and every nature whatsoever in any manner caused by, resulting from, or arising out of such failure.
 - C. RIGHT OF SET-OFF - The OWNER, in addition to its other remedies under this Contract and in law and in equity, may deduct from monies which become due the CONTRACTOR under this Contract any unpaid amounts which become due to the OWNER under any of the foregoing provisions.
7. The OWNER will pay to the CONTRACTOR in the manner and at such times set forth in the General Conditions such amount as required by the CONTRACT DOCUMENTS. The OWNER shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS unless otherwise mutually agreed.
8. The CONTRACTOR agrees to allow the OWNER or a duly authorized representatives thereof, access to books, documents, papers and records of the CONTRACTOR which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and CONTRACTOR agrees to insert an identical access to records clause into all subcontracts.
9. The CONTRACTOR shall be held responsible for forfeiture of monies in the event that an audit indicates his failure to keep adequate records, including change orders, force accounts and payroll records.
10. Attached hereto and made a part of this Contract is a Payment Bond, executed by a Surety Company doing business in the State of Mississippi, in the sum of:

(\$ _____) _____
(not less than one hundred percent of Contract amount)

11. Attached hereto and made a part of this Contract is a Performance Bond, executed by a Surety Company doing business in the State of Mississippi, in the sum of:

(\$ _____) _____
(not less than one hundred percent of Contract amount)

12. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in 5 copies each of which shall be deemed an original on the date first above written.

GAUTIER, MISSISSIPPI, OWNER

BY: _____
NAME: _____
TITLE: _____

ATTEST:

BY: _____
NAME: _____
TITLE: _____ (SEAL)

CONTRACTOR

BY: _____
NAME: _____
TITLE: _____

ATTEST:

BY: _____
NAME: _____
TITLE: _____ (SEAL)

*** END OF SECTION ***

SECTION I

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

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CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is *evidence* that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

- c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 Copies of Documents

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 Commencement of Contract Times; Notice to Proceed

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 Starting the Work

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 Before Starting Construction

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 2. a preliminary Schedule of Submittals; and
 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 Preconstruction Conference; Designation of Authorized Representatives

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 Initial Acceptance of Schedules

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 Intent

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 Reference Standards

- A. Standards, Specifications, Codes, Laws, and Regulations
1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 Reporting and Resolving Discrepancies

A. Reporting Discrepancies:

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Amending and Supplementing Contract Documents

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 - 1. A Field Order;
 - 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
 - 3. Engineer's written interpretation or clarification.

3.05 Reuse of Documents

- A. Contractor and any Subcontractor or Supplier shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
 - 2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 Electronic Data

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 Availability of Lands

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 Subsurface and Physical Conditions

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions, or information.

4.03 Differing Subsurface or Physical Conditions

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any “technical data” on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer’s Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner’s obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer’s findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor’s cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 Underground Facilities

- A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 Reference Points

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 Hazardous Environmental Condition at Site

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 Performance, Payment, and Other Bonds

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 Licensed Sureties and Insurers

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 Certificates of Insurance

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 Contractor's Insurance

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 Owner's Liability Insurance

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 Property Insurance

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and
 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 Waiver of Rights

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property

insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 Receipt and Application of Insurance Proceeds

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 Acceptance of Bonds and Insurance; Option to Replace

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 Partial Utilization, Acknowledgment of Property Insurer

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 Supervision and Superintendence

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 Labor; Working Hours

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 Progress Schedule

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 Substitutes and "Or-Equals"

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *“Or-Equal” Items:* If in Engineer’s sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an “or-equal” item, in which case review and approval of the proposed item may, in Engineer’s sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) it has a proven record of performance and availability of responsive service.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
2. *Substitute Items:*
 - a. If in Engineer’s sole discretion an item of material or equipment proposed by Contractor does not qualify as an “or-equal” item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
 - b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
 - c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
 - d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,

- b) be similar in substance to that specified, and

- c) be suited to the same use as that specified;

- 2) will state:

- a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,

- b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

- c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

- 3) will identify:

- a) all variations of the proposed substitute item from that specified, and

- b) available engineering, sales, maintenance, repair, and replacement services; and

- 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 Concerning Subcontractors, Suppliers, and Others

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 Patent Fees and Royalties

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 Permits

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 Laws and Regulations

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 Taxes

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 Use of Site and Other Areas

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 Record Documents

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
1. all persons on the Site or who may be affected by the Work;
 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 Safety Representative

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 Hazard Communication Programs

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 Emergencies

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 Shop Drawings and Samples

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

- a. Submit number of Samples specified in the Specifications.

- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.
- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
4. use or occupancy of the Work or any part thereof by Owner;
5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
6. any inspection, test, or approval by others; or
7. any correction of defective Work by Owner.

6.20 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 Delegation of Professional Design Services

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 Related Work at Site

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. written notice thereof will be given to Contractor prior to starting any such other work; and
 - 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 Coordination

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
 - 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 - 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 - 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 Legal Relationships

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER’S RESPONSIBILITIES

8.01 Communications to Contractor

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 Replacement of Engineer

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 Furnish Data

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 Pay When Due

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 Lands and Easements; Reports and Tests

- A. Owner’s duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner’s identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 Insurance

- A. Owner’s responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 Change Orders

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 Inspections, Tests, and Approvals

- A. Owner’s responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 Limitations on Owner's Responsibilities

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 Undisclosed Hazardous Environmental Condition

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 Evidence of Financial Arrangements

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 Compliance with Safety Program

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 Owner's Representative

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 Visits to Site

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 Project Representative

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 Authorized Variations in Work

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 Rejecting Defective Work

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 Shop Drawings, Change Orders and Payments

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 Determinations for Unit Price Work

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 Decisions on Requirements of Contract Documents and Acceptability of Work

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 Limitations on Engineer's Authority and Responsibilities

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 Compliance with Safety Program

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 Authorized Changes in the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 Unauthorized Changes in the Work

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 Execution of Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 Notification to Surety

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 Claims

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The

opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part;
 2. approve the Claim; or
 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 Cost of the Work

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay

applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances:*

1. Contractor agrees that:

- a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
- b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 2. there is no corresponding adjustment with respect to any other item of Work; and
 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

- c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
- d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 Change of Contract Times

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 Delays

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 Tests and Inspections

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
 - D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
 - E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
 - F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 Uncovering Work

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 Owner May Stop the Work

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 Correction or Removal of Defective Work

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 Correction Period

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. repair such defective land or areas; or
 - 2. correct such defective Work; or
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers,

architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 Acceptance of Defective Work

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and

equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 Schedule of Values

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 Progress Payments

A. *Applications for Payments:*

- 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

- a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment:

- 1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

- c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
- 2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
 - 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 Partial Utilization

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
 - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 Final Inspection

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 Final Payment

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due:

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
 1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
 2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events will justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's repeated disregard of the authority of Engineer; or
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 Owner May Terminate For Convenience

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 - 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 - 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 Methods and Procedures

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
 2. agrees with the other party to submit the Claim to another dispute resolution process; or
 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 Giving Notice

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 Computation of Times

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 Cumulative Remedies

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SECTION J

PROJECT SUPPLEMENTAL GENERAL CONDITIONS

SECTION J
PROJECT SUPPLEMENTAL GENERAL CONDITIONS

SUPPLEMENTARY CONDITIONS
OF THE
CONSTRUCTION CONTRACT

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SUPPLEMENTARY CONDITIONS

Prepared for the City of Gautier

GENERAL

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. C-700, 2007 Edition) and other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the same meanings stated below, which are applicable to both the singular and plural thereof.

The Contractor's attention is directed to Division 1, GENERAL REQUIREMENTS, which contains other directions pertinent to the project.

SPECIFIC COMMENTS

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

SC-1.01.A.19. *Engineer* -- ADD the following language at the end of the last sentence in Paragraph 1.01.A.19:

Wherever in these Contract Documents the word "Engineer" or "E/A" or "A/E" appears, it shall be understood to mean the Engineer, Waggoner Engineering, Inc., and their authorized representatives, acting either directly or indirectly as authorized agents of the Owner.

SC-1.01.A.29. *Owner* -- ADD the following language at the end of the last sentence in Paragraph 1.01.A.29:

Whenever in these Contract Documents the word "Owner" appears, it shall be understood to mean the City of Gautier acting by and through their official minutes, and their authorized representatives.

SC-1.01.A.44. *Substantial Completion* – AMEND the language in the first sentence of Paragraph 1.01.A.44 to read as follows:

CHANGE the language from “in the opinion of Engineer,” to “in the opinion of the Engineer and Owner,”

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.01.B *Evidence of Insurance* DELETE Paragraphs and 2.01.B in its entirety and INSERT the following in its place:

B. Before any Work at the Site is started, Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) .which Contractor is required to purchase and maintain in accordance with Article 5.

SC-2.02 *Copies of Documents* AMEND the language in the first sentence in Paragraph 2.02.A to read as follows:

CHANGE the language from “up to ten” to “up to three unless otherwise noted in Article 4”.

SC-2.03 *Commencement of Contract Times; Notice to Proceed* DELETE the last sentence in its entirety.

SC-2.06.B *Preconstruction Conference; Designation of Authorized Representative* AMEND the language in the second sentence in Paragraph 2.06.B to read as follows:

“Contractor’s representative shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of Contractor. Owner’s representative is authorized to act as a liaison with respect to the Project.”

SC-2.07 Initial Acceptance of Schedules ADD the following new language at the end of Paragraph 2.07.A.2:

The requirements for specification Section 01300 - Submittals During Construction shall also be met prior to accepting the Schedule of Submittals.

SC-2.08 Narrative Report Outline ADD the following new paragraph immediately following Paragraph 2.07:

SC-2.08 A narrative report as outlined in Specification section 01311 shall be required and shall accompany all Payment Applications prior to approval.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

SC-3.03.A Reporting Discrepancies Add this sentence to the end of Paragraph 3.03A.1:

1. Even though Contractor is required to notify Engineer as to possible quantity differences, there shall be no price adjustment given to the Contractor as a result of any variation between the estimated quantities and the actual quantities necessary to complete the required work.

SC-3.03.B Resolving Discrepancies ADD the following new language at the end of this section:

- c. Whenever the Contract Documents contain contradictions or discrepancies within the document, the most costly means or method shall be applied.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

SC-4.01.A Availability of Lands DELETE the last sentence.

SC-4.01.B Availability of Lands DELETE this paragraph in its entirety.

SC-4.02 Subsurface and Physical Conditions DELETE Paragraph 4.02.A and Paragraph 4.02.B in their entirety and REPLACE 4.02A.1 and 4.02B.1 with the following:

- A.1. Subsurface data known to Owner at the time of considering said project may have changed as a result of weather conditions, regular marine traffic, incidental work within the area, expansion of marsh grasses and submerged aquatic vegetations, etc. Any such change or a combination of change could present different conditions thus have an impact on the quantity of dredge material necessary to complete the required work and comply with all permit requirements.
- B.1. Technical data is advisory only and Contractor is solely responsible for the accuracy of any data used for their field assessment and evaluation of site conditions of required work to be completed.

SC-4.02.C Site Surveys ADD the following new paragraph immediately after Paragraph 4.02.B:

- C. *Site Surveys:* Site survey information has been compiled from past records and limited field investigations and although stated with as much accuracy as possible, may contain errors or discrepancies. Contractor shall perform investigations as necessary to accomplish the Work. Any unknown item encountered that impacts the Work shall be handled under Article 4.03.

SC-4.03.C.1 Possible Price and Times Adjustments DELETE Paragraph 4.03C Possible Price and Times Adjustments in its entirety and REPLACE with the following:

4.03C. Contractor may only be entitled to an adjustment in price or time due to abnormal weather conditions or other conditions when such claim is validated by Engineer. However, Contractor will not be entitled to increase in price due to any variations in estimated to completed dredge quantities.

SC-4.04.B.2 Underground Facilities; Not Shown or Indicated AMEND the language in the second sentence of paragraph 4.04.B.2 to read as follows:

CHANGE the language from “An equitable adjustment shall be made in the Contract Price...” to “An equitable adjustment may be made in the Contract Price...”.

SC-4.05 Reference Points AMEND the language in the second sentence of Paragraph 4.05.A to read as follows:

CHANGE the language from “without prior written approval of Owner” to “without prior written approval of Owner and Engineer”.

SC-4.06 Hazardous Environmental Conditions at Site DELETE Paragraphs 4.06.A and 4.06.B in their entirety and INSERT the following in their place:

- A. No reports or drawings of hazardous conditions at the site are known to the Owner or Engineer.
- B. Not used.

SC-4.06.G Hazardous Environmental Conditions at Site DELETE Paragraphs 4.06.G in its entirety.

SC-4.07 Site Investigation and Representation ADD the following new paragraph immediately after Paragraph 4.06:

SC-4.07 Site Investigation and Representation

The Contractor acknowledges that he has satisfied himself as to the nature and location of the Work; the general and local conditions, particularly those bearing upon availability of transportation, disposal, handling and storage of materials; availability of labor, water, electric power, and roads; uncertainties of weather, river stages, or similar physical conditions at the site; the conformation and conditions of the ground; the character of equipment and facilities needed preliminary to and during the prosecution of the work; and all other matters which can in any affect the Work or the cost thereof under this Contract. The Contractor further acknowledges subject to conditions in Section 4.02 that he has satisfied himself as to the character, quality, and quantity of surface and subsurface materials and groundwater to be encountered from inspecting the site. Any failure by the Contractor to acquaint himself with all the available information will not relieve him from responsibility for properly estimating the difficulty or cost of successfully performing the Work. Neither the Owner nor the Engineer assumes responsibility for any conclusion or interpretation made by the Contractor.

ARTICLE 5 – BONDS AND INSURANCE

SC-5.03.B Certificates of Insurance DELETE Paragraph 5.03.B in its entirety.

SC-5.03 Certificates of Insurance ADD the following new paragraph immediately after Paragraph 5.03.E:

- F. The Contractor shall be required to submit a Certificate of Insurance with every pay application; or, no later than every thirty (30) days for the term of Contract. If an approved Certificate of Insurance is not included with the pay application, then it will be considered non-compliant with the Contract Documents and returned to the Contractor.

SC-5.04 Contractor's Liability Insurance ADD the following new paragraph immediately after Paragraph 5.04.B:

- C. The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverages for not less than the following amounts or greater where required by Laws and Regulations:
1. Worker's Compensation, and related coverage under Paragraph 5.04.A.1 and A.2 of the General Conditions:
 - a. Statutory
 - b. Applicable Federal: Statutory (e.g. Longshoreman's)
 - c. Employer's Liability: \$100,000 or Statutory
 2. Contractor's General Liability under Paragraph 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:
 - a. General Aggregate: \$ 1,000,000.00
 - b. Products- Completed \$ 1,000,000.00
Operations Aggregate
 - c. Personal and Advertising \$ 1,000,000.00
Injury
 - d. Each Occurrence (Bodily \$ 1,000,000.00
Injury and Property Damage)
 - e. Property Damage liability insurance will provide Explosion, Collapse and Under-ground coverages where applicable.
 - f. Excess or Umbrella Liability
 - 1) General Aggregate \$ 1,000,000.00
 - 2) Each Occurrence \$ 1,000,000.00
 3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:
 - a. Bodily Injury:
Each Person \$ 1,000,000.00
Each Accident \$ 1,000,000.00
 - b. Property Damage:
Each Accident \$ 1,000,000.00
 - c. Combined Single:
Limit of \$ 1,000,000.00

4. The Contractual Liability coverage required by Paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following:
 - a. Bodily Injury:

Each Person	\$ 1,000,000.00
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 - b. Property Damage:

Each Accident	\$ 1,000,000.00
Annual Aggregate	\$ 1,000,000.00
5. The list of names, other persons, or entities to be included on the policy as additional insured are as per Paragraph 5.11.

SC-5.06.A Property Insurance DELETE Paragraph 5.06.A in its entirety and INSERT the following in its place:

- A. When available, Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof.
 1. This insurance shall:
 - a. include the interests of Owner, Contractor, Subcontractors, Engineer and any other individuals or entities identified herein, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;
 - b. in addition to the individuals and entities specified, include additional insured per Paragraph 5.11.
 - c. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;
 - d. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 - e. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 - f. allow for partial utilization of the Work by Owner;
 - g. include testing and start up; and
 - h. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.
 2. Contractor shall be responsible for any deductible or self-insured retention.

3. The policies of insurance required to be purchased and maintained by Contractor in accordance with this Paragraph SC-5.06.A shall comply with the requirements of paragraph 5.06.C of the General Conditions.

SC-5.06.B DELETE this article in its entirety.

SC-5.06.E DELETE this Paragraph in its entirety.

SC-5.07.A *Waiver of Rights* DELETE the third and fourth sentences in their entirety.

SC-5.07.B DELETE this Paragraph in its entirety.

SC-5.11 *Additional Insured* ADD the following new paragraph immediately after Paragraph 5.10.

SC- 5.11 *Additional Insured*

- A. Where applicable, all insurance policies shall name the Owner and Engineer as herein before defined as additional insured.

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITY

SC-6.06 *Concerning Subcontractor’s, Suppliers, and Others* ADD a new paragraph immediately after Paragraph 6.06.G:

- H. Owner or Engineer may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on Work performed for Contractor by a particular Subcontractor or Supplier.

SC-6.07.B *Patent Fees and Royalties* DELETE this paragraph in its entirety.

SC-6.12 *Record Documents* ADD a new paragraph immediately after Paragraph 6.12.A:

- B. Owner may withhold progress payments until record documents are properly updated. Final payment may not be made until all record documents are accepted in writing by Owner.

SC-6.17 *Shop Drawings and Samples* ADD the following new paragraphs immediately after Paragraph 6.17.E:

- F. Contractor shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three submittals. Engineer will record Engineer’s time for reviewing subsequent submittals of Shop Drawings, samples or other items requiring approval and Contractor shall reimburse Owner for Engineer’s charges for such time.
- G. In the event that Contractor requests a substitution for a previously approved item, Contractor shall reimburse Owner for Engineer’s charges for such time unless the need for such substitution is beyond the control of Contractor.

SC-6.19 *Contractor’s General Warranty* ~~Warranty~~ and *Guarantee* ADD the following new paragraph immediately after Paragraph 6.19.C:

- D. Unless additional warranties are included in the technical specifications, the Contractor shall guarantee all Work for a period of one-year following Substantial Completion.

SC-6.20 *Indemnification* DELETE this article in its entirety and INSERT the following in its place:

- A. Contractor shall defend, indemnify and hold harmless Owner and Engineer, their agents, servants, employees, officers, directors, members, partners, successors and assigns from actions, causes, suits, costs, claims, damages, expenses and demands whatsoever in law or in equity, (including but not limited to all fees and charges of engineers, architects, and attorneys and all court or other dispute resolution costs), with

respect to, or on account of, any injury, including bodily injury, disability or death, or damages to property, including loss of the use thereof, in any way attributable to or in connection with performance of the Contractor under this Contract.

ARTICLE 7 – OTHER WORK AT SITE

SC-7.04 *Claims Between Contractors* ADD a new paragraph immediately after Paragraph 7.03:

SC-7.04 Claims Between Contractors

- A. Should Contractor cause damage to the work or property of any other contractor at the Site, or should any claim arising out of Contractor's performance of the Work at the Site be made by any other contractor against Contractor, Owner, Engineer, or the construction coordinator, Contractor shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute by arbitration or at law.
- B. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner, Engineer, the construction coordinator and the officers, directors, partners, employees, agents and other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any other contractor against Owner, Engineer, Engineer's Consultants, or the construction coordinator to the extent said claim is based on or arises out of Contractor's performance of the Work. Should another contractor cause damage to the Work or property of Contractor or should the performance of work by any other contractor at the Site give rise to any other Claim, Contractor shall not institute any action, legal or equitable, against Owner, Engineer, or the construction coordinator or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from Owner, Engineer, or the construction coordinator on account of any such damage or Claim.
- C. If Contractor is delayed at any time in performing or furnishing Work by any act or neglect of another contractor, and Owner and Contractor are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, Contractor may make a Claim for an extension of times in accordance with Article 12. An extension of the Contract Times shall be Contractor's exclusive remedy with respect to Owner, Engineer, and construction coordinator for any delay, disruption, interference, or hindrance caused by any other contractor. This paragraph does not prevent recovery from Owner, Engineer, or construction coordinator for activities that are their respective responsibilities.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

SC-8.02 *Replacement of Engineer* AMEND the language of Paragraph 8.02.A to read as follows: INSERT "resignation or" immediately before "termination". DELETE "to whom Contractor makes no reasonable objection,".

SC-8.11 *Evidence of Financial Arrangements* Add the following new paragraph immediately after Paragraph 8.11.A:

- B. On request of Contractor prior to the execution of any Change Order involving a significant increase in the Contract Price, Owner shall furnish to Contractor reasonable evidence that adequate financial arrangements have been made by Owner to enable Owner to fulfil the increased financial obligations to be undertaken by Owner as a result of such Change Order.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

SC-9.03 *Project Representative* AMEND the language in the second sentence of Paragraph 9.03.A to read as follows:

DELETE the language "the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in".

SC-9.07A *Determination for Unit Price Work* AMEND the language in the first sentence of Paragraph 9.07 to read as follows:

“Engineer will determine the actual quantities and classifications of completed Unit Price Work performed by Contractor.”

SC-9.08.B *Decisions on Requirements of Contract Documents and Acceptability of Work* AMEND the language in the first sentence of Paragraph 9.08.B to read as follows:

“Engineer will, with reasonable promptness, render a written recommendation or decision on the issue referred.”

SC-9.08.B *Decisions on Requirements of Contract Documents and Acceptability of Work* AMEND the language in the last sentence of Paragraph 9.08.B to read as follows:

“The date of the Engineer’s recommendation / decision shall be the date it is rendered in writing and provided to both parties.”

SC-9.08.C *Decisions on Requirements of Contract Documents and Acceptability of Work* DELETE Paragraph 9.08.C in its entirety and INSERT the following in its place:

“Engineers written recommendation or decision on the issue referred is subject to the provision of Paragraph 10.05.”

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

C-10.05.A *Engineer’s Decision Required* DELETE the last sentence of Paragraph 10.05.A.

SC-10.05.C Item 1, REPLACE “deny” with “recommend denial of”. Item 2, REPLACE “approve” with “recommend approval of”.

SC-10.05.E DELETE Paragraph 10.05.E in its entirety and INSERT the following in its place:

“Owner or Contractor may invoke dispute resolution in Article 16 within 30 days of the engineer’s recommendation of denial or approval.”

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

SC-11.03.B Amend the language in the second sentence of Paragraph 11.03.B as follows:

“*Determinations* of actual quantities and classifications of completed Unit Price Work performed by the Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.”

SC-11.03.D DELETE Paragraph 11.03.D in its entirety and INSERT the following in its place:

- D. There shall be no increase in price due to a variation in actual dredge quantities from the estimated quantities and any variation shall be the sole responsibility of Contractor in formulation of his bid and shall include any possible variations from estimate.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT ITEMS

No Comment.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTIONS, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

SC-13.03.A ADD the following new sentence immediately after the first sentence of Paragraph 13.03.A:

Timely notice shall be as stated in the appropriate specification and no less than 24 hours prior to scheduling the Work.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

SC-14.02.A.1 *Application for Payments* AMEND the language in the first sentence of Paragraph 14.02.A.1 to read as follows:

CHANGE the language from “At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application accompanied by such supporting documentation as is required by the Contract Documents.” to “On or before the 20th day of each month, Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed by the 15th of that month, accompanied by such supporting documentation as is required by the Contract Documents.”

SC-14.02.A.3 *Application for Payments* DELETE Paragraph 14.02.A.3 in its entirety and INSERT the following in its place:

3. The Owner will retain 5% of the amount of each estimate until final completion of the project. On monthly estimates subsequent to the first estimate submitted that includes invoices for stored materials for which payment to the Contractor has been made, there shall be a signed statement that the invoices have been paid by the Contractor.

The statement shall read as follows:

This is to certify that payment has been made for invoiced materials included in previous monthly estimate no. _____ thru _____.

Signed: _____

In the event that such statement is not furnished or the manufacturers or material suppliers notify the Owner in writing that they have not been paid for materials included on previous estimates, the Owner may reduce payment in accordance with Paragraph 14.02.

SC-14.02.C *Payment Becomes Due* AMEND the language in the first sentence of Paragraph 14.02.C.1 to read as follows:

CHANGE the language from “Ten days after presentation of the Application for Payment to Owner,” to “Ten days after approval of the Application for Payment by Owner”.

SC-14.07.C.1 *Payment Becomes Due* AMEND the language in the first sentence of Paragraph 14.07.C.1 to read as follows:

CHANGE the language from “Thirty days” to “Sixty days”

SC-14.09.A.1 *Waiver of Claims* DELETE this article in its entirety.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

No comment.

SC-15.02.C Owner May Terminate for Cause DELETE the second sentence of Paragraph 15.02.C.

SC-15.02.D DELETE in its entirety.

SC-15.02.F DELETE in its entirety and REPLACE with: “The termination provisions of the Standard General Conditions of the Construction Contract and the Supplementary Conditions of the Construction Contract shall supercede the termination procedures of any performance bond provided under the provisions of paragraph 5.01A.”

ARTICLE 16 – DISPUTE RESOLUTION

SC-16.01 Delete Paragraph 16.01 in its entirety and insert the following in its place:

SC-16.01 Meet to Confer and Negotiate

- A. Within 30 days of notice of Engineers recommended action under 10.05C3 or 10.05D, Owner or Contractor may give to the other party written notice of intent to submit the Claim to a process of bilateral negotiations as set forth below
- B. Within 30 days of the delivery of such notice, Owner and Contractor shall meet and confer regarding the Claim. A good-faith effort to negotiate resolution shall be made by both parties.
- C. If the negotiations contemplated by Paragraph SC-16.01.B are unsuccessful, management representatives of Owner and Contractor at least one tier above the individuals who met under SC16.01.B shall meet, confer, and negotiate within 30 days of the closure of the unsuccessful negotiations.
- D. If the Claim is not resolved by negotiation, Engineer’s action under Paragraph 10.05C or a denial pursuant to Paragraphs 10.05C3 or 10.05D may be submitted to a court of competent jurisdiction to be determined or the parties may agree to submit the claim to another dispute resolution process
- E. Nothing in this article shall be deemed to prohibit or interfere with the rights of the parties to file a court action where necessary to preserve their rights to proceed with litigation.

ARTICLE 17 – MISCELLANEOUS

SC-17.05 Controlling Law DELETE Paragraph 17.05.A in its entirety and INSERT the following in its place:

- A. The terms and conditions of this Contract shall be construed and interpreted under, and all respective rights and duties shall be governed by, the laws of the State of Mississippi. Wherever applicable, each provision of these Contract Documents shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of these Contract Documents shall be prohibited by or invalid under applicable law, such provisions shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of these Contract Documents.
- B. This Contract shall not be construed more strictly against one party than the other merely by virtue of the fact that it may have been prepared by one of the parties.

Councilman Jackson made the motion to approve Amendment #1 to the professional services agreement with Heflin Engineering for work associated with Bacot Park. 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 419-2020

WHEREAS, the City entered into a professional services agreement with Heflin Engineering in April 16, 2019 for work at Bacot Park to provide geotechnical investigation, conceptual, preliminary, and final design phase of the project; and

WHEREAS, Amendment No. 1 would include bidding, contracting, and construction phase services; and

WHEREAS, the engineer's fee for bidding, contracting and construction phase shall be calculated as 4% of actual construction cost with an amount that shall not exceed \$100,000.00 (\$2,500,000 x 4%) without prior approval by City Council; and

WHEREAS, the Mayor and Council Members hereby find that approval of Amendment No.1 is in the best interest of the City; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Amendment No.1 to the professional services agreement with Heflin Engineering is hereby approved and authorized.

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

Motion was made by **Councilman Jackson**, 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 September 1, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants Administrator
Date: 8/26/2020
Subject: Bacot Park – Professional Services Agreement Amendment No. 1 with Heflin Engineering

REQUEST:

The Grants and Projects Department requests City Council approval of Amendment No. 1 to the professional services agreement with Heflin Engineering for work associated with Bacot Park not to exceed \$100,000 (the final cost will be a percentage of the construction total).

BACKGROUND:

To attract more community and recreational activities at Bacot Park, upgrades to the facilities are needed. Existing amenities in the park include a football field, baseball fields, multi-purpose fields, concession stand, restrooms, pavilion, splash pad, and playground. Many of these amenities are no longer able to be utilized and need repair or demolition. Master plan amenities are anticipated to include:

- Organized sports fields/courts (baseball, football, basketball)
- Children's play area
- Walking track
- Covered, open-air basketball court
- Pavilion
- Parking
- Lighting and security
- Fencing

DISCUSSION:

In April 2019, the City of Gautier entered into a professional services agreement with Heflin Engineering for work at Bacot Park in an amount not to exceed \$128,500. Heflin was to provide the geotechnical investigation, conceptual, preliminary, and final design phase of the project. That original contract did not include any bidding, contracting, and construction phase services. This amendment would add those services needed now.

Amendment No. 1 would be for an amount not to exceed \$100,000. The engineer has designed a base bid project with an Opinion of Probable Cost (OPC) of \$1,500,000 plus additive alternates totaling up to \$2,500,000. The engineer's fee for bidding, contracting and construction phase shall be calculated as 4% of actual construction costs. This amount shall not exceed \$100,000 (\$2,500,000 x 4%) without prior approval by City Council.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve Amendment No. 1 to the professional services agreement with Heflin Engineering for work associated with Bacot Park.

The City Council may:

- 1) Approve Amendment No. 1 to the professional services agreement with Heflin Engineering for the Bacot Park project as presented; or
- 2) Not approve Amendment No. 1 professional services agreement with Heflin Engineering for the Bacot Park project as presented.

ATTACHMENTS:

1. Amendment #1

CITY OF GAUTIER, MISSISSIPPI

AMENDMENT NO. 1

to

Agreement for Professional Services

* * * * *

WHEREAS, the City of Gautier (OWNER) and Heflin Engineering, Inc. (ENGINEER) entered into a Professional Services Agreement dated April 16, 2019, and

WHEREAS, the OWNER desires for the Engineer to provide Bidding, Contracting, and Construction Phase services for the Project,

THEREFORE, both parties mutually agree as follows:

Amend SECTION 1 - SERVICES OF THE ENGINEER, Bidding, Contracting & Construction Phase by adding the following:

As part of the Bidding, Contracting & Construction Phase, the ENGINEER will:

1. Prepare and issue an Advertisement for Bids.
2. Furnish copies of drawings, specifications, and contract documents for use by prospective bidders, material suppliers and other interested parties but may charge them for the reasonable cost of the copies.
3. Maintain a list of planholders.
4. Prepare and issue addenda as necessary to provide clarification or responses to prospective bidders' requests for information.
5. Attend the bid opening, review the bids for completeness and accuracy, tabulate the bid proposals, evaluate the bids with the OWNER, and make recommendations to the OWNER for awarding the contract for construction.
6. Assemble and furnish five (5) sets of specifications and contract documents for execution by the OWNER and the contractor.
7. Conduct a pre-construction meeting with the OWNER and contractor.
8. Prepare a Notice to Proceed.
9. Review and approve, for conformance with the design concept, any necessary shop drawings furnished by the contractor.
10. Provide general engineering review of the work as construction progresses to ascertain that the contractor is conforming with the design concept and specifications. The ENGINEER's undertaking hereunder shall not relieve the contractor of obligations to perform the work, nor make the ENGINEER an insurer of the contractor's performance, nor impose upon the ENGINEER any obligation to see that the work is performed in a safe manner.
11. Review the contractor's applications for payment and change orders and make

recommendations to the OWNER.

12. Upon completion of the Project, prepare a complete set of Record Drawings conforming to the information furnished to the ENGINEER by the contractor.
13. Upon completion of the Project, assist the OWNER with closeout of the construction contract.

Amend and replace SECTION 4 - COMPENSATION TO THE ENGINEER, Part 1, Compensation Table with the following:

TASK	ORIGINAL AMOUNT	AMEND #1 AMOUNT
Conceptual Design Phase	\$35,000	\$35,000
Preliminary Design Phase	\$45,000	\$45,000
Final Design Phase	\$40,000	\$40,000
Geotechnical Investigation	\$8,500	\$8,500
Bidding, Contracting & Construction Phase	TBD	See Note 1
Total	\$128,500	

Note 1: The ENGINEER has designed a Base Bid project with an Opinion of Probable Cost (OPC) of \$1,500,000 plus Additive Alternates totaling up to \$2,500,000. The ENGINEER's fee for Bidding, Contracting & Construction Phase shall be calculated as 4.0% of actual construction costs. This amount shall not exceed \$100,000 (\$2,500,000 x 4.0%) without prior approval by City Council.

All other provisions of the Agreement shall remain unchanged and in full effect. This Amendment shall become a part of the Agreement for Professional Services for the City of Gautier project entitled "Bacot Park".

Date: _____

City of Gautier, Mississippi

Heflin Engineering, Inc.

By: _____

By:  _____

Mayor Torjusen made the motion to advertise for Bids, as presented, for Bacot Park Improvements. 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 420-2020

WHEREAS, the Bacot Park Improvements are intended to attract more community and recreational activities by providing the necessary upgrades to the facilities; and

WHEREAS, the project includes updating or creating organized sports fields, children's play area, walking track, open-air basketball court, pavilion, parking, lighting and security, and fencing; and

WHEREAS, the attached advertisement will run in the Sun Herald on September 4th and September 11th, with the bid opening on October 5, 2020; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to advertise for bids for the Bacot Park Improvements.

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 **Mayor Torjusen**, seconded by **Councilman Jackson**, 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 September 1, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants Administrator
Date: 8/26/2020
Subject: Authorization to Advertise for bid for Bacot Park Improvements

REQUEST:

The Grants and Projects Department requests authorization to advertise for bid for Bacot Park improvements.

BACKGROUND:

To attract more community and recreational activities at Bacot Park, upgrades to the facilities are needed. Existing amenities in the park include a football field, baseball fields, multi-purpose fields, concession stand, restrooms, pavilion, splash pad, and playground. Many of these amenities are no longer able to be utilized and need repair or demolition. Master plan amenities are anticipated to include:

- Organized sports fields/courts (baseball, football, basketball)
- Children's play area
- Walking track
- Covered, open-air basketball court
- Pavilion
- Parking
- Lighting and security
- Fencing

DISCUSSION:

If approved, this advertisement for bids will be published in the *Sun Herald* on September 4 and September 11, 2020. Bids will be opened at 11 a.m. on October 5, 2020.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve advertising for bid for the Bacot Park improvements.

The City Council may:

- 1) Approve the advertisement as presented; or
- 2) Not approve the advertisement as presented.

ATTACHMENTS:

1. Ad for Bids - Gautier Bacot Park

ADVERTISEMENT FOR BIDS

CITY OF GAUTIER, MISSISSIPPI

SEALED proposals will be received by The City of Gautier at the City Hall, 3330 Highway 90, Gautier, MS 39553 until 11:00 AM, local time, October 5, 2020; at which time and place, the Bids will be publicly opened and read aloud. Any bids received after the closing time will be returned unopened.

The work shall consist of the construction of a basketball pavilion, sports field improvements, playground, splash pad, building renovations, lighting, sidewalks, fencing, and other general park improvements to Bacot Park.

Copies of the Plans, Specifications, and other Bidding Documents are on file at the office of the Engineer, Heflin Engineering, Inc., 1700 West Government Street, Building "A", Suite "J", Brandon, Mississippi, (P.O. Box 47, Brandon, Mississippi 39043-0047). Copies may be obtained at the office of the Engineer upon payment of \$150.00 for each set, which is **NON-REFUNDABLE**.

Bid security in the form of a Bid Bond, certified check or cashier's check in an amount equal to five percent (5%) of the Bid shall be furnished by each Bidder as required by the Contract Documents.

The City of Gautier is an Equal Opportunity Employer, and hereby notifies all bidders will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, sex, national origin, age, disability, sexual preference, marital or veteran status, or any other legally protected status in consideration for an award.

The City of Gautier reserves the right to reject any and all Bids and to waive any and all informalities, and reserves the right to hold all Bids for examination for a period not to exceed sixty (60) days and to award the Contract to the lowest and best Bid complying with the Plans and Specifications within said time.

CITY OF GAUTIER

Paula Yancey, City Manager

September 4 & 11, 2020

Councilman Vaughan made the motion to approve the Docket of Claims, as presented, provided that all entries thereon are true, correct, properly entered and not fraudulent. 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 421-2020

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 Vaughan**, 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 September 1, 2020.

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	RETAIL STRATEGIES LLC	202828	09/01/2020	07/29/2020			8,750.00	
	Account Number 001-021-688	Description		Invoice #	Date	P.O.	Amount	
		CONSULTING SERVICES		401-3A	07/19/2020			8,750.00
001	CABLE ONE INC	202983	09/01/2020	08/14/2020			205.12	
	Account Number 001-100-699	Description		Invoice #	Date	P.O.	Amount	
		AUG 2020: #107718371		08012020	08/08/2020			205.12
001	CABLE ONE INC	202984	09/01/2020	08/14/2020			62.38	
	Account Number 001-100-699	Description		Invoice #	Date	P.O.	Amount	
		AUG CABLE BOX: #118476316		08012020	08/08/2020			62.38
001	CABLE ONE INC	202985	09/01/2020	08/14/2020			83.32	
	Account Number 001-100-699	Description		Invoice #	Date	P.O.	Amount	
		AUG 2020 SUBSTN: #107718827		08012020	08/08/2020			83.32
001	SBM REPORTING LLC	202986	09/01/2020	08/14/2020			175.00	
	Account Number 001-090-698	Description		Invoice #	Date	P.O.	Amount	
		08/06/20 PLANNING MTG		MB1127	08/13/2020			175.00
001	M & E FEED & SEED	202987	09/01/2020	08/14/2020			85.98	
	Account Number 001-100-514	Description		Invoice #	Date	P.O.	Amount	
	001-100-514	DOG FOOD		5442	07/24/2020			42.99
		DOG FOOD		5443	07/31/2020			42.99
001	AT&T GLOBAL NETWORK SERVS LLC	202999	09/01/2020	08/19/2020			229.64	
	Account Number 001-100-699	Description		Invoice #	Date	P.O.	Amount	
		NCIC EQUIPMENT CHARGES		GH64912	08/01/2020			229.64
001	GOVERNMENT BRANDS SHARED SERVICES	203003	09/01/2020	08/19/2020			1,475.00	
	Account Number 001-010-698	Description		Invoice #	Date	P.O.	Amount	
		AUG 2020 COURT CHARGES		INV15043	08/01/2020			1,475.00
001	COMM-TECH SOLUTIONS INC	203018	09/01/2020	08/21/2020			75.00	
	Account Number 001-100-639	Description		Invoice #	Date	P.O.	Amount	
		REPR WIRELESS INTERNET ACCESS		16655	08/17/2020			75.00
001	MS PRESS	203019	09/01/2020	08/21/2020			348.00	
	Account Number 001-040-559	Description		Invoice #	Date	P.O.	Amount	
		52 WEEK RENEWAL		2185051	09/02/2020			348.00
001	FUELMAN	203020	09/01/2020	08/21/2020			2,035.01	
	Account Number 001-090-525	Description		Invoice #	Date	P.O.	Amount	
	001-100-525	UNL FUEL		BG224250	08/17/2020			60.53
	001-161-525	UNL FUEL		BG224250	08/17/2020			1,630.01
	001-170-525	UNL&DSL FUEL		BG224250	08/17/2020			193.27
	001-205-525	UNL FUEL		BG224250	08/17/2020			114.31
		UNL&DSL FUEL		BG224250	08/17/2020			36.89

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AT&T	203029	09/01/2020	08/25/2020			3,178.51	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		2284978000	08/14/2020			3,178.51
001	AT&T	203030	09/01/2020	08/25/2020			280.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		2284972172	08/14/2020			280.40
001	AT&T	203031	09/01/2020	08/25/2020			165.59	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		2284977070	08/14/2020			165.59
001	AT&T	203032	09/01/2020	08/25/2020			36.05	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	NCIC TELECOM		2284970262	08/14/2020			36.05
001	C SPIRE WIRELESS	203035	09/01/2020	08/25/2020			560.03	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-605	POLICE CELLS		0032680896	07/12/2020			560.03
001	AUTOZONE INC	203038	09/01/2020	08/25/2020			22.17	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-638	HALOGEN BULB (3): REC TRUCK		4907781500	07/09/2020			22.17
001	ALABAMA MEDIA GROUP	203041	09/01/2020	08/25/2020			21.96	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-615	ADOPTED ORDINANCE #251-2020		0009690537	08/09/2020	200899		21.96
001	INTERNATIONAL PERSONNEL MANAGEMENT ASSOC	203042	09/01/2020	08/25/2020			191.90	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-022-660	PO-EL 101 TEST (7)		56053N4Y6C	06/30/2020	200793		99.75
	001-022-660	ADMIN FEE		56053N4Y6C	06/30/2020	200793		92.15
001	MID SOUTH UNIFORM & SUPPLY INC	203043	09/01/2020	08/25/2020			933.66	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	NAVY SS SHIRT (9)		607940	08/17/2020	200905		422.10
	001-100-535	NAVY PANT W/GOLD STRIPE (9)		607940	08/17/2020	200905		412.56
	001-100-535	SEW ON PATCHES (18)		607940	08/17/2020	200905		18.00
	001-100-535	NAVY BRAID (9)		607940	08/17/2020	200905		38.25
	001-100-535	OLD GOLD BRAID (9)		607940	08/17/2020	200905		42.75
001	SUNBELT FIRE INC	203044	09/01/2020	08/25/2020			475.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-639	ICM TX REPR: PASS ALARM		325019	08/13/2020	200894		475.00
001	PRECISION DELTA CORPORATION	203045	09/01/2020	08/25/2020			622.05	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	40 S&W 180 GR JHP 500 RD (3)		17324	08/14/2020	200850		477.75
	001-100-559	9MM 147 GR JHP RANGER 500 RD		17324	08/14/2020	200850		144.30

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MS TOOL SUPPLY	203049	09/01/2020	08/25/2020			963.41	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-559	ORANGE GLOVE B-105790 (10)	6809900	08/10/2020	200886		37.60	
	001-100-559	REFL LIME RAINCOAT 49" (6)	6809900	08/10/2020	200886		257.70	
	001-100-559	REFL LIME RAINCOAT 49" (11)	6809900	08/10/2020	200886		472.45	
	001-100-559	FREIGHT	6809900	08/10/2020	200886		24.15	
	001-100-559	LIME PUBLIC SAFETY VEST (6)	6809901	08/13/2020	200886		160.50	
	001-100-559	FREIGHT	6809901	08/13/2020	200886		11.01	
001	PRO-LOCK LOCKSMITH SERVICE	203050	09/01/2020	08/25/2020			85.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-635	SERV CALL-REKEY DOOR: POL DEPT	54071	08/10/2020	200907		85.00	
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	203051	09/01/2020	08/25/2020			935.52	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-045-500	POST-IT FLAGS 4PK	3453297546	08/05/2020	200892		3.93	
	001-045-500	LEXMARK CS417 BLK TONER	3453297546	08/05/2020	200892		135.95	
	001-045-500	LEXMARK CS417 MAG TONER	3453297546	08/05/2020	200892		103.22	
	001-022-500	TAB PRESSBOARD FOLDERS BX (2)	3453297546	08/05/2020	200892		75.86	
	001-022-500	HP 950XL/951 4PK	3453297546	08/05/2020	200892		89.22	
	001-022-500	HP 951XL CYAN CARTRIDGE	3453297546	08/05/2020	200892		26.59	
	001-022-500	9X12 CLASP ENVELOPES 100BX	3453297546	08/05/2020	200892		6.91	
	001-090-500	5-TAB LEGAL FOLDER 25BX	3453414152	08/07/2020	200898		18.69	
	001-090-500	FILE FOLDERS LEGAL 100BX	3453414152	08/07/2020	200898		31.04	
	001-090-500	CARBONLESS RECEIPT BOOK	3453414152	08/07/2020	200898		6.48	
	001-090-500	DURACELL AA BATTERIES 24PK	3453414152	08/07/2020	200898		15.10	
	001-090-500	DURACELL AAA BATTERIES 24PK	3453414152	08/07/2020	200898		15.10	
	001-090-500	3PK HP305A BLK TONER	3454004088	08/15/2020	200920		143.00	
	001-090-500	3PK HP305A C/M/Y TONER	3454004088	08/15/2020	200920		264.43	
001	G & O SUPPLY CO, INC	203053	09/01/2020	08/25/2020			530.40	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-576	12X20 HDPE (80)	ZZZ670	08/14/2020	200914		507.20	
	001-201-576	12" SPLIT COUPLER (2)	G12670	08/14/2020	200914		23.20	
001	MUNICIPAL EMERGENCY SERVICES INC	203055	09/01/2020	08/25/2020			1,605.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-639	HURST EXL EDRAULIC BATT (3)	IN1475437	07/08/2020	200785		1,605.00	
001	FUELMAN	203059	09/01/2020	08/26/2020			2,180.88	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-525	UNL FUEL	NP58720324	08/24/2020			80.42	
	001-100-525	UNL FUEL	NP58720324	08/24/2020			1,422.82	
	001-161-525	UNL & DSL FUEL	NP58720324	08/24/2020			357.16	
	001-170-525	UNL & DSL FUEL	NP58720324	08/24/2020			248.56	
	001-205-525	UNL FUEL	NP58720324	08/24/2020			71.92	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BAYVIEW PET MEDICAL AND DENTAL CENTER	203068	09/01/2020	08/26/2020			250.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-514	EXAM/VACCS/MEDS:TESS		224349	08/15/2020			250.00
001	JACKSON COUNTY CHANCERY CLERK	203069	09/01/2020	08/26/2020			124.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-559	PLAT FEES DUE		5026	08/13/2020			124.00
001	JACKSON COUNTY BOARD OF SUPERVISORS	203070	09/01/2020	08/26/2020			50.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-740	2009 JEEP CHEROKEE 31091		056038	07/07/2020			10.00
	001-170-702	2009 KUBOTA EXCAVATOR		056053	07/07/2020			10.00
	001-170-702	2010 KUBOTA EXCAVATOR		061303	07/21/2020			10.00
	001-170-702	2003 JD FRONT BUCKET TRACTOR		056084	07/21/2020			10.00
	001-170-740	2004 FORD F250 TRUCK 37193		050837	07/21/2020			10.00
FUND TOTAL	1 Claims	to	Checks	31 Total	26,735.98 Manual	Held	Total	26,735.98

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
156	AUDIOWAVE INC	203057	09/01/2020	08/25/2020			350.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	156-100-799	PB 400 PUSH BUMPER: U #12557		A52334	08/17/2020	200845		280.00
	156-100-799	SHIPPING		A52334	08/17/2020	200845		70.00
FUND TOTAL 156 Claims	to	Checks	1 Total	350.00 Manual		Held	Total	350.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AT&T	203000	09/01/2020	08/19/2020			73.45	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	AUG 2020: SSP INTERNET		285615432	08/11/2020			73.45
176	AD2 INC	203004	09/01/2020	08/19/2020			501.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	HOSTING FEE AUG 2020		3661	08/17/2020			36.50
	176-170-699	SHOPPING CART		3661	08/17/2020			115.00
	176-170-699	WEB SITE MAINT:7/15-8/1/2020		3661	08/17/2020			350.00
176	AT&T	203033	09/01/2020	08/25/2020			179.04	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	MONTHLY SERVICE		2284972244	08/14/2020			179.04
176	FUELMAN	203060	09/01/2020	08/26/2020			28.87	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-525	UNL FUEL		NP58720324	08/24/2020			28.87
FUND TOTAL 176 Claims		Checks	4 Total	782.86	Manual	Held	Total	782.86

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	203064	09/01/2020	08/26/2020			57,980.00	
		Description FINAL DESIGN		Invoice # 7713	Date 08/24/2020	P.O.	Amount	
							57,980.00	
FUND TOTAL 304 Claims	to	Checks	1 Total	57,980.00	Manual	Held	Total	57,980.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
360	SEYMOUR ENGINEERING PLLC Account Number 360-726-787	203063	09/01/2020	08/26/2020			5,000.00	
		Description		Invoice #	Date	P.O.	Amount	
		MDEQ PROJECT MANAGER 90%		7712	08/24/2020		5,000.00	
FUND TOTAL 360 Claims	to	Checks	1 Total	5,000.00	Manual	Held	Total	5,000.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	AT&T	203002	09/01/2020	08/19/2020			286.62	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284972276	08/06/2020			286.62
400	2018-2019 BOND DEBT SERVICE FUND	203007	09/01/2020	08/24/2020			18,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	SEP 2020: 2018 BOND DS		09012020	09/01/2020			18,000.00
400	2018-2019 BOND DEBT SERVICE FUND	203008	09/01/2020	08/24/2020			34,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	SEP 2020: 2019 BOND DS		09012020	09/01/2020			34,000.00
400	CITY OF GAUTIER	203009	09/01/2020	08/24/2020			132,874.73	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-000-104	JUL 2020 GARBAGE PMTS		07312020	07/31/2020			132,874.73
400	CITY OF GAUTIER	203010	09/01/2020	08/24/2020			347,654.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-985	BUDGETED TRX: ADMIN/OP COSTS		08312020	08/31/2020			347,654.00
400	CITY OF GAUTIER	203013	09/01/2020	08/24/2020			43,427.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-821	ST LNS #3 90/57 SWR		08102020	08/10/2020			7,877.45
	400-680-822	ST LNS #4 90/57 WTR		08102020	08/10/2020			10,948.67
	400-680-822	ST LNS #4 90/57 SWR		08102020	08/10/2020			9,019.22
	400-680-823	ST LNS #5 ALLEN RD		08102020	08/10/2020			2,149.95
	400-680-824	ST LNS #6 OLD SPAN TR		08102020	08/10/2020			3,765.83
	400-680-825	ST LNS #7 OLD SPAN TR		08102020	08/10/2020			9,665.99
400	FUELMAN	203021	09/01/2020	08/21/2020			50.76	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		BG224250	08/17/2020			50.76
400	AT&T	203034	09/01/2020	08/25/2020			248.05	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284975234	08/14/2020			248.05
400	SINGING RIVER ELECTRIC COOPERATIVE	203036	09/01/2020	08/25/2020			2,244.35	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STATIONS 20649		08152020	08/24/2020			835.34
	400-651-631	LIFT STATIONS 28779		08152020	08/24/2020			87.50
	400-651-631	SCHOONER WELL 20688		08122020	08/20/2020			1,089.81
	400-651-631	LIFT STATIONS 20688		08122020	08/20/2020			231.70
400	SINGING RIVER ELECTRIC COOPERATIVE	203037	09/01/2020	08/25/2020			25.85	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	CARTER RD WTR TANK 109812001		08152020	08/24/2020			25.85

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SOUTHERN PIPE & SUPPLY	203046	09/01/2020	08/25/2020			1,492.98	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-581	4 CI PLA X 2 CI CPLG (6)	4428849-00	08/18/2020	200788		43.86	
	400-651-581	6" FLANGE PACK W/RED GASKET(2)	4428849-00	08/18/2020	200788		22.96	
	400-651-583	6" 3034 PVC SW FEMALE ADAPT(6)	4428849-00	08/18/2020	200788		79.44	
	400-651-581	2 SCH 40 PVC SXS 90 ELL (12)	4428849-00	08/18/2020	200788		10.32	
	400-651-581	1-1/4 SCH 40 PVC M-ADAPT (12)	4428849-00	08/18/2020	200788		3.72	
	400-651-581	NL 1 CTS PJXMIP CPLG (24)	4428849-00	08/18/2020	200788		493.44	
	400-651-581	2"X20' SDR21 PVC GASKET 200FT	4428849-00	08/18/2020	200788		108.00	
	400-651-581	2 PVC S40 BE PIPE 200FT	4428849-00	08/18/2020	200788		122.00	
	400-651-583	4" SDR26 PVC GASKET PIPE 200FT	4428849-00	08/18/2020	200788		254.00	
	400-651-581	2-1/2 PVC S40 BE PIPE 40FT	4428849-00	08/18/2020	200788		40.00	
	400-651-581	MISSION ARC CLAMPS (12)	4466867000	08/14/2020	200834		315.24	
400	GIBSON ELECTRIC MOTOR SALES & SERV INC	203048	09/01/2020	08/25/2020			4,732.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-584	1.5HP 1800 RPM SUB PUMP (2)	44481	08/12/2020	200903		4,732.00	
400	STAPLES BUSINESS ADVANTAGE DEPT ATL	203052	09/01/2020	08/25/2020			109.99	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-559	VIEWSONIC 24" LED MONITOR	3453414153	08/07/2020	200859		109.99	
400	MUSCO-GULFPORT 1227	203054	09/01/2020	08/25/2020			1,890.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-581	1" WIRE SSM METER USG (6)	0678633	08/18/2020	200911		1,890.00	
400	LYMAN WELL COMPANY	203056	09/01/2020	08/25/2020			3,600.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-581	FLOW TEST: MALL WELL	20041	08/10/2020	200889		400.00	
	400-651-581	FLOW TEST: OFC WELL	20041	08/10/2020	200889		400.00	
	400-651-581	FLOW TEST: BEASLEY WELL	20041	08/10/2020	200889		400.00	
	400-651-581	FLOW TEST: WESTGATE WELL	20041	08/10/2020	200889		400.00	
	400-651-581	FLOW TEST: HONDURAS WELL	20041	08/10/2020	200889		400.00	
	400-651-581	FLOW TEST: LARK WELL #1	20041	08/10/2020	200889		400.00	
	400-651-581	FLOW TEST: LARK WELL #2	20041	08/10/2020	200889		400.00	
	400-651-581	FLOW TEST: HWY 57 WELL	20041	08/10/2020	200889		400.00	
	400-651-581	PULL MOTOR: MALL WELL	20042	08/10/2020	200888		400.00	
400	FUELMAN	203061	09/01/2020	08/26/2020			171.49	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-525	UNL FUEL	NP58720324	08/24/2020			171.49	
400	SEYMOUR ENGINEERING PLLC	203062	09/01/2020	08/26/2020			1,453.75	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-603	UTILITY PLAN: MALL PROPERTY	7714	08/24/2020			1,368.75	
	400-650-603	ELECTRICAL ISSUE:STONEGATE LS	7714	08/24/2020			85.00	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	MICRO METHODS INC	203065	09/01/2020	08/26/2020			55.00	
	Account Number 400-651-698	Description		Invoice #	Date	P.O.	Amount	
		TEST WATER: SUSP SOLIDS		2005467000	06/02/2020			55.00
400	ARISTA INFORMATION SYSTEMS INC	203066	09/01/2020	08/26/2020			3,638.40	
	Account Number 400-650-698	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	JUL 2020 STATEMENTS		30228	08/14/2020			1,138.40
		JUL 2020 POSTAGE		1425202008	08/14/2020			2,500.00
400	MISSION COMMUNICATIONS LLC	203067	09/01/2020	08/26/2020			1,737.00	
	Account Number 400-651-698	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	RENEWAL: JAMES PS		1043482	08/06/2020			347.40
	400-651-698	RENEWAL: RUE ST DENIS PS		1043482	08/06/2020			347.40
	400-651-698	RENEWAL: PAT DR PS		1043482	08/06/2020			347.40
	400-651-698	RENEWAL: CAMINO GRANDE		1043482	08/06/2020			347.40
	400-651-698	RENEWAL: CITY PARK PS		1043482	08/02/2020			347.40
FUND TOTAL 400 Claims		Checks	20 Total	597,692.08	Manual	Held	Total	597,692.08

Councilman Jackson requested to pull Consent Agenda Item #5 for further discussion.

Councilman Vaughan requested to pull Consent Agenda Item #6 for further discussion.

Councilman Vaughan made the motion to approve Consent Agenda Items 1-4, 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 422-2020

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-4, 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 **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 September 1, 2020.

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

ORDER NUMBER 423-2020

WHEREAS, Captain Casey Baxter has made the decision to retire after serving the citizens of Gautier, Mississippi since 2002; and

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that retiring Police Captain Casey Baxter, of the Gautier Police Department, is hereby authorized to purchase his duty weapon, a Glock, Gen4, 40 caliber pistol, Serial #BLTX860.

IT IS FURTHER ORDERED that the City Clerk is hereby instructed to remove the Glock, Gen4, 40 caliber pistol, serial #BLTX860 from the City's master inventory register.

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

Motion was made **Councilman Vaughan**, 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 September 1, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Danny Selover, Police
Date: 8/17/2020
Subject: Authorization is requested for retiring Police Captain Casey Baxter to purchase his duty weapon for \$1.00

REQUEST:

The Gautier Police Department is requesting authorization from the Mayor and Council for retired Police Captain Casey Baxter to purchase his duty weapon, a Glock, Gen4, 40 caliber pistol, serial number BLTX860.

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 Captain Casey Baxter 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 # 3091.

ATTACHMENTS:

1. 617558834
2. 617558850
3. removal of inventory 8-17-20
4. state law retired firearm

CITY OF GAUTIER

TO: GAUTIER CITY COUNCIL

FROM: Danny Selover

DATE: _____

RE: REMOVAL OF INVENTORY

Please remove the following items from our inventory:

Asset Number: 3091 Department: Police

Description: Glock 40 cal duty weapon

Serial No: BLTX860 Model No: Gen 4, 40 caliber

Reason: (Circle One)

Stolen, Lost, Surplus, Damaged

Retiring Captain Casey Baxter

NOTE: Please provide a copy of this form to the purchasing clerk.


(Authorized Signature)

8-17-20
(Date)

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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.)

View

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

Pages: 2



BLTX860

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

ORDER NUMBER 424-2020

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 the Recessed Council Meeting held August 18, 2020 and Recessed Council Meeting held August 20, 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 Vaughan**, 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 September 1, 2020.

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

RESOLUTION NUMBER 068-2020

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 **Councilman Vaughan**, 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 September 1, 2020.

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

RESOLUTION NUMBER 069-2020

RESOLUTION OF THE CITY COUNCIL OF GAUTIER, MISSISSIPPI, REQUESTING AND ACCEPTING FINANCIAL AND INSTALLATION ASSISTANCE FROM THE JACKSON COUNTY BOARD OF SUPERVISORS FOR PLAYGROUND EQUIPMENT FROM JEFcoat RECREATION IN THE AMOUNT OF \$12,926.33 FOR USE OF IMPROVEMENTS TO BACOT PARK

WHEREAS, the City of Gautier has or will submit a letter to Jackson County's Recreation department requesting financial and installation assistance for playground equipment at Bacot Park; and

WHEREAS, quotes for this project were received from two recreation companies; and

WHEREAS, the lowest quote was from Jefcoat Recreation and Construction with a total of \$12,926.33; and

WHEREAS, the Jackson County Board of Supervisors is authorized, in its discretion, to provide county equipment, manpower, and other services and resources to municipalities within the county pursuant to H.B. 35 (2002 reg. Sess); and

BE IT, THEREFORE, RESOLVED that the City of Gautier hereby requests and accepts financial and installation assistance from the Jackson County Board of Supervisors for playground equipment from Jefcoat Recreation in the amount of \$12,926.33 for use on improvements to Bacot Park.

BE IT, FURTHER RESOLVED that the Council authorizes the City Clerk and City Manager to execute all documents necessary for these purposes.

Motion was made by **Councilman Vaughan**, 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 September 1, 2020.

*Mayor
Phil Forjusen*

*City of Gautier
Gautier, Mississippi*

*City Manager
Paula Yancey*

*City Clerk
Cynthia Russell*

*Council
At Large Mary F. Martin
Ward 1 Cameron B. George
Ward 2 Richard "DJ"
Jackson
Ward 3 Casey C. Vaughan
Ward 4 Charles "Rusty"
Anderson
Ward 5 Adam D. Colledge*



*3330 Highway 90
Gautier, MS 39553
Phone: (228) 497-8000
Fax: (228) 497-8028
Email: gautier@gautier-*

August 27, 2020

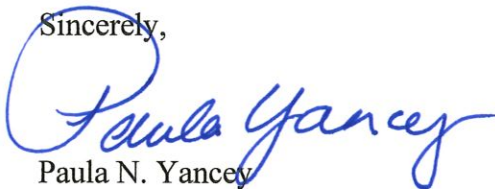
Re: Request for financial and installation assistance for playground equipment for use of improvements to Bacot Park

Dear Jackson County Board of Supervisors:

The City of Gautier is requesting the financial and installation assistance for playground equipment to improve Bacot Park. The County Recreation Department has provided two quotes, with Jefcoat Recreation and Construction being the lowest quote totaling \$12,926.33. The City is requesting the funding in the amount of \$12,926.33 and a maintenance crew to assist with the installation of the equipment.

Thank you in advance for your consideration of this request.

Sincerely,


Paula N. Yancey



Miracle Recreation Equip. Co.
878 E. US Hwy 60
Monett, MO 65708
1-888-458-2752

QUOTE: R0026200103

Project: PartsListBOM

Prepared For:

Darcie Crew
Jackson County Board of Supervisors
P O Box 998
Pascagoula, MS 39568
(228) 218-6032 (phone)
darcie_crew@co.jackson.ms.us

Project Name & Location:

Prepared by:

Jefcoat Recreation and Construction

PO BOX 6197
Pearl, MS 39288
601.414.3625 (phone)
crj@jefcoatrecreation.com

Ship To Address:

Darice Crew
City of Gautier/ Bacot Park
2300 Ladrner Rd
Gautier, MS 39553
(228) 218-6032 (phone)
darcie_crew@co.jackson.ms.us

End User:

Darice Crew
City of Gautier/ Bacot Park
2300 Ladrner Rd
Gautier, MS 39553
(228) 218-6032 (phone)
darcie_crew@co.jackson.ms.us

Quote Number: R0026200103
Quote Date: 8/11/20
Valid For: 30 Days From Quote Date

PlayArea_Q1

Product line: TotsChoice
Age group:

Global defaults

Accent
Accent Climber
Accent Enclosure
Canopy Climber
Clamp
Drum Medium
Drum Small
Panel
Post
PVC
Rockite
Roof
Slide Canopy
Slide Rockite

Components

Part Number	Description	Qty	Weight	Unit Price	Total
7185029	SQUARE DECK (ATTACHES TO 4 POSTS)	1	100.00	796.00	796.00
7185049	1/2 HEX OPEN DECK (ATTACHES TO 5 POSTS)	1	125.00	1,224.00	1,224.00
718552	3 1/2" OD X 130" POST (3' TO 5' DECKS)	5	40.00	181.00	905.00

718572	3 1/2" OD X 138" POST FOR ROOF (3'DK OR LESS)	4	40.00	159.00	636.00
7186385	GROOVE II SLIDE (5' DECK)	2	200.00	1,627.00	3,254.00
71871513HB	CALYPSO 2 DRUM 1/2 PANEL (BELOW DECK)	1	65.00	1,045.00	1,045.00
718731	TRAP DOOR CLIMBER (3' & 5' DECK)	1	95.00	1,141.00	1,141.00
718787	TOT ROCK CLIMBER (3' DECK)	1	100.00	1,056.00	1,056.00
71885139	SQUARE TRANSFER POINT W/CLOSED HR (3' DECK)	1	225.00	2,640.00	2,640.00
7188614	60" SQUARE ROOF-SHINGLE, DOUBLE WALL	1	135.00	936.00	936.00
718900	WALL ENCLOSURE W/STEERING WHEEL	1	40.00	527.00	527.00
7189071	"L" SLIDE RH W/CANOPY (3' DECK)	1	90.00	1,083.00	1,083.00
7189599	ADA STAIRS BTWN DECKS W/2' RISE CLSD HR	1	205.00	1,813.00	1,813.00
718994	FUN FONE PAIR (2 FONES)	1	95.00	975.00	975.00

RiskSign_Included

Product line: Freestanding

Age group:

Global defaults

Post - FS

Components

Part Number	Description	Qty	Weight	Unit Price	Total
787Z	RISK MANAGEMENT SIGN - ENGLISH (NO PRICE)	1	0.00	0.00	0.00

Additional Items

Part Number	Description	Qty	Weight	Unit Price	Total
925961	THUMB DRIVE 2GB - MREC	1	0.00	0.00	0.00
926021	MREC CARD F/THUMB DRIVE	1	0.00	0.00	0.00
INSTALL BOOK	INSTALL BOOK FOR PP ORDERS	1	0.00	0.00	0.00

Totals:

Equipment Weight:	2,035.00 lbs
Equipment List:	\$18,031.00
Discount Amount:	-\$6,031.00
Equipment Price:	\$12,000.00
Freight:	\$926.33
Installation:	\$0.00
Products by Other:	\$0.00
SubTotal:	\$12,926.33
Estimated Sales Tax*:	\$0.00
Grand Total:	\$12,926.33

Notes:

This Quote shall not become a binding contract until signed and delivered by both Customer and Miracle Recreation Equipment Company ("Miracle"). Sales Representative is not authorized to sign this Quote on behalf of Miracle or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "Miracle Sales Administration" via fax (417) 235-3551 or email: orders@miraclerec.com. Upon acceptance, Miracle will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or email.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the Equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734154, Dallas, TX 75373-4154, unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense. Purchase orders and payments should be made to the order of Miracle Recreation Equipment Company.

Quote Number: R0026200103 **Quote Date:** 8/11/20 **Equipment:** \$18,031.00 **Grand Total:** \$12,926.33

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY MIRACLE.

Submitted By	Printed Name and Title	Date
THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY MIRACLE RECREATION EQUIPMENT		
By:		

Date:

ADDITIONAL TERMS & CONDITIONS OF SALE

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with Miracle's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, Miracle shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with Miracle to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by Miracle of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys fees plus any costs of collection incurred by Miracle in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to Miracle as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by Miracle within ten (10) days after the date on which due.

3. Limitation of Warranty/ Indemnity. MIRACLE MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. MIRACLE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE MIRACLE HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMERS ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH MIRACLES INSTALLATION AND OWNERS MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to Miracle, and Miracle hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that Miracle may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and Miracle shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. Miracle Retains full title to all Equipment until full payment is received by Miracle. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not

relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidity. Miracle may waive a default hereunder, or under any invoice or other agreement between Customer and Miracle, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by Miracle. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to Miracle hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and Miracle stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document and retransmission of any signed facsimile or other electronic transmission shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.

Rev E 021815



CONSULTANT	
Kris Allen	9726587950
QUOTE	
Quote Date	Valid Until
8/17/2020	9/16/2020
Est. Delivery:	Est. Install
6-8 Weeks	no install

CUSTOMER INFORMATION

Customer: **Jackson County Board of Supervisors**
 Contact: **Darcie Crew** PO Box 998
 Contact Info: darcie_crew@co.jackson.ms.us Pascagoula, MS 39568
 Project Name: **BACOT Park**
 Site Address:
 End User:

ITEM	DESCRIPTION	QTY	EACH	TOTAL
MIRACLE	Miracle 5-12 playground equipment design	1	\$18,031.00	\$18,031.00
DISCOUNT	Discount on Equipment	1	-\$3,600.00	-\$3,600.00
FREIGHT	Shipping directly to site	1	\$926.33	\$926.33

This quote excludes installation and surfacing

TAX EXEMPT *Tax Exemption Certificate Provided*

TOTAL \$15,357.33

Payment Terms **Net 30** To be invoiced in full upon completion of project.

Prices reflected on quote assumes all site work to be done by others unless noted above.

* All drainage within the playground border and away from the play area to be done by "other" unless noted above. * Price assumes border by "other" unless noted above.
 * No site restoration is included unless noted above. * Additionally, no bond or special insurance coverages are included unless noted above.

Approval Signature

Date

PO Number

Send completed quote and purchase order to: **ka@webuildfun.com**

PLEASE RETURN ALL PAGES OF THIS QUOTE UPON ORDERING

Price assumes all site work, drainage away from play area & border to be provided by "other" at no cost to webuildfun unless specified otherwise in the quote above. This includes site prep, grade work, drainage, construction fencing, concrete borders and site restoration. All additional services can be quoted upon request. webuildfun, inc. warrants the labor for replacement parts for 1 year, if webuildfun, inc provided the original installation. In the event rock is encountered, additional charges may be assessed. It is the responsibility of the owner to obtain permit(s) unless specified above. It is the responsibility of the owner to locate all underground utility lines. webuildfun, Inc will assist with this by requesting a line locate from Dig Tess, at the owner's request. webuildfun, Inc will make every reasonable effort to respect all marked utility lines, and will repair damage(s) caused by webuildfun, Inc to marked utilities. webuildfun, Inc will not be responsible for damage to unmarked utilities. Prices are guaranteed for 30 days from the date listed on quote.

CUSTOMER INFORMATION

Customer: **Jackson County Board of Supervisors**
 Contact: **Darcie Crew** **PO Box 998**
 Contact Info: darcie_crew@co.jackson.ms.us **Pascagoula, MS 39568**
 Project Name: **BACOT Park**
 Site Address:
 End User:

Please provide the following information:

Project Name: **BACOT Park**
 Est Project Start Date: _____ Bond Required _____
 Est Project Completion Date: _____ Contract Required _____

Add'l Details: _____

PROJECT DETAILS

SHIPPING INFO		INVOICE INFO	
Company	_____	Company	_____
Street Address	_____	Street Address	_____
City, State, Zip	_____	City, State, Zip	_____
Contact:	_____	Contact:	_____
Phone #	_____	Phone #	_____
Email:	_____	Email:	_____

CONSULTANT	
Kris Allen	9726587950

QUOTE	
Quote Date	Valid Until
8/17/2020	9/16/2020
Est. Delivery:	Est. Install
6-8 Weeks	no install

Project Total
\$15,357.33

Purchase Order # _____

Initial here to approve colors shown above

PLEASE RETURN ALL PAGES OF THIS QUOTE UPON ORDERING



PO BOX 29
Allen, TX 75013
Phone: 972-727-0653
Fax: 972-396-4994

Prepared For:

City of Gautier/ Bacot Park
 2300 Ladhier Rd
 Gautier, MS 39553
 â€(228) 218-6032 (phone)
darcie_crew@co.jackson.ms.us

Quote Date: 2/13/2019
 Valid For: 30 Days From Quote Date

Part Number	Description	Qty	Weight	Unit Price	Total
7185029	SQUARE DECK (ATTACHES TO 4 POSTS)	1	100.00	796.00	796.00
7185049	1/2 HEX OPEN DECK (ATTACHES TO 5 POSTS)	1	125.00	1,224.00	1,224.00
718552	3 1/2" OD X 130" POST (3' TO 5' DECKS)	5	40.00	181.00	905.00
718572	3 1/2" OD X 138" POST FOR ROOF (3'DK OR LESS)	4	40.00	159.00	636.00
7186385	GROOVE II SLIDE (5' DECK)	2	200.00	1,627.00	3,254.00
71871513 HB	CALYPSO 2 DRUM 1/2 PANEL (BELOW DECK)	1	65.00	1,045.00	1,045.00
718731	TRAP DOOR CLIMBER (3' & 5' DECK)	1	95.00	1,141.00	1,141.00
718787	TOT ROCK CLIMBER (3' DECK)	1	100.00	1,056.00	1,056.00
71885139	SQUARE TRANSFER POINT W/CLOSED HR (3' DECK)	1	225.00	2,640.00	2,640.00
7188614	60" SQUARE ROOF-SHINGLE, DOUBLE WALL	1	135.00	936.00	936.00
718900	WALL ENCLOSURE W/STEERING WHEEL	1	40.00	527.00	527.00
7189071	"L" SLIDE RH W/CANOPY (3' DECK)	1	90.00	1,083.00	1,083.00
7189599	ADA STAIRS BTWN DECKS W/2' RISE CLSD HR	1	205.00	1,813.00	1,813.00

718994	FUN FONE PAIR (2 FONES)	1	95.00	975.00	975.00
787Z	RISK MANAGEMENT SIGN - ENGLISH (NO PRICE)	1	0.00	0.00	0.00
925961	THUMB DRIVE 3GB - MREC	1	0.00	0.00	0.00
926021	MREC CARD F/THUMB DRIVE	1	0.00	0.00	0.00
INSTALL BOOK	INSTALL BOOK FOR PP ORDERS	1	0.00	0.00	0.00
925961	THUMB DRIVE 3GB - MREC	1	0.00	0.00	0.00

Totals:

Equipment Weight:	2,035.00 lbs
Equipment List:	\$18,031.00
Discount Amount:	-\$3,600
Equipment Price:	\$14,431
Freight:	\$926.33
Installation:	\$0.00
Products by Other:	\$0.00
GrantTotal:	\$15,357.33

Notes:

If tax exempt, please provide tax exemption certificate otherwise tax will be included on your invoice.

Thank you for the opportunity to provide this quote!

Approved by:

- INSTALLATION AND FREIGHT NOT INCLUDED (UNLESS NOTED ABOVE)

- IT IS THE RESPONSIBILITY OF THE OWNER TO OBTAIN PERMITS IF NECESSARY.

-It is the responsibility of the owner to locate all underground utility lines (Telephone, Computer/Data Lines, Water and Main Lines for Irrigation Sprinklers).

-We will make every endeavor to prevent damage to the located utilities, but in the event of damage to the utilities that we cannot repair, we will not be held responsible for charges of repair from outside services.

ROCK CLAUSE: In the event solid rock is encountered, an additional charge of \$25.00 per hole will be assessed.

- Prices are guaranteed for 30 days from date listed on quote.

Approved By: _____

Date: _____

Councilman Vaughan made the motion to approve an agreement between the City of Gautier and Elektra-Tech Entertainment, as presented, to provide sound and production services for the City of Gautier's one day Cruisin' Through the Decades Event. 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 425-2020

WHEREAS, the City requires sound and production services for the City of Gautier's one day Cruisin' Through the Decades Event to be held October 4, 2020; and

WHEREAS, Elektra-Tech Entertainment has offered, as in years past, to provide such services under the attached agreement; and

WHEREAS, the Mayor and Council Members hereby find that entering the attached 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 attached agreement between the City of Gautier and Elektra-Tech Entertainment to provide sound and production services for the City of Gautier's one day Cruisin' Through the Decades Event to be held October 4, 2020 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 **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 September 1, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 8/25/2020
Subject: Approval of an agreement between the City of Gautier and Elektra-Tech Entertainment to provide sound, and production services for the City of Gautier's one day Cruisin' Through the Decades Event

REQUEST:

The Recreation Director requests that City Council approve the attached agreement between the City of Gautier and Elektra-Tech Entertainment to provide sound, and production services for the City of Gautier's one day Cruisin' Through the Decades Event to be held October 4, 2020.

BACKGROUND:

The 24th Annual Cruisin' the Coast will be held Oct. 4 – 11, 2020 on the Mississippi Gulf Coast and will feature activities like cruise-ins, headline bands & oldies entertainment, a swap meet, the CTC/Vicari Auto Auction and much more. The City of Gautier has been approved to host a one-day event called, Cruisin' Through the Decades that will take place October 4, 2020 from 4- 8p.m. This is an excellent opportunity for the City of Gautier to promote and bring favorable recognition to the City of Gautier and will have a great economic impact to the local businesses within the City of Gautier.

DISCUSSION:

1) Elektra-Tech Entertainment agrees to provide sound and production services for entertainment purposes for Gautier's Cruisin' the Coast 2020.

2) Elektra-Tech Entertainment agrees to provide the contracted services during the hours of 4:00 p.m. – 8:00 p.m., on the day of October 4, 2020.

3) Entertainment services are provided for a fee of \$1,500.00 for the hours stated above. The buyer has, and may exercise, the option of extending the performance, if the entertainer's schedule allows time for an extension, for a fee of \$100.00 per hour.

RECOMMENDATION:

The Recreation Director recommends that City Council approve the attached agreement between the City of Gautier and Elektra-Tech Entertainment. The City Council may:

1. Approve the attached agreement between the City of Gautier and Elektra-Tech Entertainment; or
2. Not approve the attached agreement between the City of Gautier and Elektra-Tech Entertainment.

ATTACHMENTS:

1. ElektraTech Entertainment (revised) 2020

Elektra-Tech Entertainment

Entertainment Agreement

This agreement made and entered on this ___ day of _____ between City of Gautier as buyer, and Elektra-Tech Entertainment; whereas, the buyer wishes to contract the entertainers to provide musical and/or lighting entertainment and stage roofing.

The buyer and Elektra-Tech Entertainment agree to the following terms and conditions of this listed agreement between both parties:

- 1) The entertainer agrees to provide sound, stage roofing and production services for entertainment purposes at: Gautier, MS for Cruisin the Coast 2020.
- 2) The entertainer agrees to provide the contracted services during the hours of 4:00pm – 8:00pm, on the day of October 4, 2020.
- 3) Entertainment services are provided for a fee of \$1,500.00 for the hours stated above. The buyer has, and may exercise, the option of extending the performance, if the entertainer's schedule allows time for an extension, for a fee of \$100.00 per hour.
- 4) **All fees are due and payable to the entertainer on October 9, 2020.**
- 5) The buyer agrees to provide 30 days notice of cancellation of the event. A re-schedule date must be agreed upon by BOTH parties.
- 6) Entertainer is not responsible for cancellation or postponement due to outdoor events. At the sign of inclement weather, buyer is responsible for the relocation of the entertainer to protect any and all equipment. When chance of rain is 30% or higher for an outdoor venue site, relocation is required. Elektra-Tech Entertainment reserves the right to cease operations in the event of inclement weather without penalty from the buyer.

**At the sound of thunder and/or visible lighting Elektra-Tech Entertainment reserves the right to CANCEL the production for the safety of the crew and the guests in attendance. Elektra-Tech Entertainment is committed to providing an enjoyable and safe experience for all of our customers.
- 7) Any entertainment venue that is greater than 25 miles from Lucedale, MS will incur an additional \$1.00 per mile of travel expenses to and from the venue.
- 8) Adequate lodging may be required of the buyer of said services if the event is more than twelve (12) hours long and/or over fifty (50) miles away from Lucedale, MS. "Adequate Lodging" is

9) During the hours of 4:00pm – 8:00pm, on the day of October 4, 2020, the buyer will, to the extent reasonably possible, ensure that the equipment provided by the entertainer is not damaged.

Buyer is responsible for providing adequate power (50 amp / 230 volts) for the production team to use for the event.

I HAVE READ THIS AGREEMENT AND AGREE TO ALL TERMS AND CONDITIONS.

Print: _____ Sign: _____

Email: _____

Date: _____ Deposit Received _____ on _____

Balance Due: _____

Check: _____ Cash: _____

Contact information:
Philip Belcher
(251) 518-8441

515

Councilman Vaughan made the motion to approve K-9 Unit, Justice as retired from service and transfer ownership to Captain Bever. Councilman George seconded the motion. The vote was carried unanimously.

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

RESOLUTION NUMBER 070-2020

**RESOLUTION OF THE CITY OF GAUTIER, MISSISSIPPI TO RETIRE K-9 UNIT (JUSTICE)
AND TO TRANSFER OWNERSHIP TO HIS HANDLER,
CAPTAIN DAVID BEVER**

WHEREAS, the Gautier Police Department is requesting that K-9 Unit (Justice) be retired from service; and

WHEREAS, a Law Enforcement officer is allowed to retain as his personal property any K-9 assigned to the officer when the dog is retired from service pursuant to Miss. Code Ann. 45-3-52; and

WHEREAS, K-9, Justice, has served the Gautier Police Department alongside with Captain David Bever for the past six years; and

WHEREAS, the Mayor and Members of the Council have determined that retiring K-9 Unit (Justice), and transferring ownership to Captain David Bever is in the best interest of the City of Gautier.

BE IT, THEREFORE, RESOLVED by the Mayor and Council of the City of Gautier, Mississippi that K-9 Unit Justice is hereby retired from service, and that his ownership be transferred to his handler, Captain David Bever.

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 George**, and the following vote was recorded:

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

NAYS: **None**

ABSENT: **Mary Martin**

WHEREUPON, the Mayor and Members of the Council of the City of Gautier, Mississippi, declared the motion carried and the Resolution adopted this the 1st of September, 2020.

MAYOR

ATTEST:

CITY CLERK

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Danny Selover, Police
Date: 8/25/2020
Subject: Authorization is requested for the retirement of K-9 (Justice) and declare ownership to be transferred to Captain Bever.

REQUEST:

The Gautier Police Department is requesting authorization from the Mayor and City Council to retire K-9 Justice. We would also like to ask the Mayor and Council to authorize the transfer of ownership to Captain David Bever.

BACKGROUND:

K-9 Justice has served the Gautier Police Department alongside Captain Bever for the past six years. The required training has taken a toll on his body. Justice suffers from joint pain and is unable to keep up with the day to day training required to keep his certification. Due to the unique bond Justice shares with his handler, it is my recommendation that Captain Bever retain possession of Justice.

DISCUSSION:

Mississippi state law states that upon approval of the governing authorities of the municipality or county, a certified law enforcement officer shall be allowed to retain as his personal property any dog assigned to such member when the dog is retired. The best interest for K-9 Justice is to be granted his retirement and remain his final years with his handler.

RECOMMENDATION:

The Gautier Police Department recommends Mayor and Council approve the request to retire K-9 Justice and grant ownership to his long term handler, Captain David Bever.

ATTACHMENTS:

1. documents

Gautier Police Department

Chief of Police Daniel Selover

To: Chief Daniel Selover
From: Captain David Bever
Date: August 20, 2020
Subject: Retiring K9 Justice

Dear Chief,

The City purchased K9 Justice when he was three years old in August 2014. This past July, K9 Justice turned nine. K9 Justice is considered geriatric at his age and I am recommending K9 Justice be retired from active service. He is currently starting to show signs of joint pain when performing some of his duties and my concern is his body will not be able to handle the impact on it from working. In addition, the life expectancy of a Belgian Malinois is 12-14 years.

If the retirement is approved, K9 Justice would have to be approved as surplus property by the City Council and ownership could be transferred over to me. State Statute 45-3-52 requires a law enforcement officer be allowed to retain as his personal property any dog assigned to the officer when the dog is retired from service (MS Attorney General Opinion No. 2009-00245).

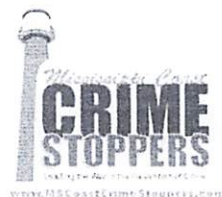
Respectfully,



Captain David Bever



3329 Hwy 90
Gautier, MS 39553
(228) 497-2486 / Fax (228) 497-8018



Re: Law enforcement dogs

***1 Mr. Charles Smith**
***1 Chief of Police**
***1 City of Indianola**
***1 P. O. Box 269**
***1 Indianola, MS 38751**

Dear Chief Smith:

***1 Attorney General Jim Hood received your request and assigned it to me for research and response.**

Issue Presented

***1 Can a municipality maintain a law enforcement dog that is in the custody of a municipal K-9 officer?**

Response

***1 Yes. A municipality is authorized to purchase a suitable dog for law enforcement purposes and to appropriate and pay monthly such amounts as may be necessary to maintain and care for the dog , pursuant to Section 21-21-5 of the Mississippi Code. Alternatively, a municipality may increase the salary of a K-9 officer to compensate the officer for the training, maintenance and medical expenses of a dog that is owned by the officer, but is used on a regular basis by the city for law enforcement purposes.**

***1 Please also note that Section 45-3-52 of the Mississippi Code requires that a law enforcement officer be allowed to retain as his personal property any dog assigned to the officer when the dog is retired from service. In the event the K-9 officer donates ownership of the dog to the municipality and the dog is assigned to the K-9 officer, the K-9 officer would be entitled to retain the dog as the K-9 officer's personal property when the dog is retired from service.**

***1 However, any other arrangement in which the city is contemplating a separate contract with the K-9 officer, other than the K-9 officer's contract of employment, should be submitted to the Mississippi Ethics Commission for an advisory opinion.**

Very truly yours,

***1 Jim Hood**
***1 Attorney General**
***1 By: Chuck Rubisoff**
***1 Special Assistant Attorney General**

2009 WL 1643503 (Miss.A.G.)

END OF DOCUMENT

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More ▾

Document: Miss. Code Ann. § 45-3-52



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Miss. Code Ann. § 45-3-52**Copy Citation**

Current through the 2019 Regular Session.

Mississippi Code 1972 Annotated Title 45. Public Safety and Good Order (Chs. 1 — 47) Chapter 3. Highway Safety Patrol (§§ 45-3-1 — 45-3-57)

§ 45-3-52. Retention by officers of assigned dogs retired from service.

A member of the Mississippi Highway Safety Patrol or any other certified law enforcement officer shall be allowed to retain as his personal property any dog assigned to such member when the dog is retired from service.

History

Laws, 2004, ch. 491, § 1, eff from and after July 1, 2004.

Mississippi Code 1972 Annotated
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A discussion was held during City Manager Comments regarding the Acceptance of Emergency Watershed Protection Program Grant from NRCS. Councilman Colledge made the motion to accept an Emergency Watershed Protection Program grant from the U.S. Department of Agriculture's Natural Resources Conservation Service (2019) and authorization to provide matching funds. Councilman Vaughan seconded the motion. The vote was carried unanimously.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: August 31, 2020
Subject: Acceptance of Emergency Watershed Protection Program Grant from NRCS (2019)

REQUEST:

The Grants and Projects Department requests City Council authorization to accept an Emergency Watershed Protection Program grant from the U.S. Department of Agriculture's Natural Resources Conservation Service and authorization to provide matching funds.

BACKGROUND:

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

DISCUSSION:

The City was notified via email on July 6, 2020, that it had received an estimated \$166,031.25 (\$150,937.50 for construction and \$15,093.75 for engineering) in Emergency Watershed Protection Program grant funds for drainage work in various locations across the City. The grant can be used to fund 75 percent of the construction amount and another 7.5 percent toward engineering costs. The local match is \$50,312.50. Therefore, the total approved budget is \$216,343.75.

This project would construct a concrete ditch on the west side of City Hall, along Beasley Road from Hwy 90 to William Payne Adams Blvd. and perform debris/sediment removal and drainage improvements near Riverside Dr. and Melody Dr. off Martin Bluff Road.

RECOMMENDATION:

The Grants and Projects Department recommends that the City Council accept an Emergency Watershed Protection Program grant from the U.S. Department of Agriculture's Natural Resources Conservation Service and authorize matching funds.

The City Council may:

1. Accept the grant award and provide matching funds as presented; or
2. Not accept the grant award and not provide matching funds as presented.

ATTACHMENT(S):

1. Grant agreement



NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number NR204423XXXXC082	2. Amendment Number	3. Award /Project Period NRCS signature - 02/05/2021	4. Type of award instrument: Cooperative Agreement
5. Agency (Name and Address) Natural Resources Conservation Service 100 West Capitol Street, Suite 1321 Jackson, MS 39269		6. Recipient Organization (Name and Address) CITY OF GAUTIER POST OFFICE BOX 670 GAUTIER MS 39553-5124 DUNS: 964447817 EIN:	
7. NRCS Program Contact Name: Norman Patterson Phone: 601-909-3325 Email: norman.patterson@usda.gov	8. NRCS Administrative Contact Name: Lori Baker Phone: 859-224-7360 Email: lori.baker@usda.gov	9. Recipient Program Contact Name: April Stennett Phone: 228-497-1878 Email: astennett@gautier-ms.gov	10. Recipient Administrative Contact Name: April Stennett Phone: 228-497-1878 Email: astennett@gautier-ms.gov
11. CFDA 10.923	12. Authority 33 U.S.C. 701b-1	13. Type of Action New Agreement	14. Program Director Name: April Stennett Phone: 228-497-1878 Email: astennett@gautier-ms.gov
15. Project Title/ Description: EWP - Jackson Co, MS. DSRs: 5289-342 and 5289-343. Locally Led with Financial and Technical assistance. Debris removal and streambank stabilization.			
16. Entity Type: C = City or township Government			
17. Select Funding Type			
Select funding type:	☒ Federal	☒ Non-Federal	
Original funds total	\$166,031.25	\$50,312.50	
Additional funds total	\$0.00	\$0.00	
Grand total	\$166,031.25	\$50,312.50	
18. Approved Budget			

Personnel	\$0.00	Fringe Benefits	\$0.00
Travel	\$0.00	Equipment	\$0.00
Supplies	\$0.00	Contractual	\$0.00
Construction	\$150,937.50	Other	\$15,093.75
Total Direct Cost	\$166,031.25	Total Indirect Cost	\$0.00
		Total Non-Federal Funds	\$50,312.50
		Total Federal Funds Awarded	\$166,031.25
		Total Approved Budget	\$216,343.75

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

Name and Title of Authorized Government Representative KURT READUS, State Conservationist	Signature	Date
Name and Title of Authorized Recipient Representative PAULA YANCEY, City Manager	Signature	Date

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotope, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

Statement of Work

Purpose

The purpose of this agreement is for the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as the "NRCS", to provide technical and financial assistance to the City of Gautier, hereinafter referred to as the "Sponsor", for EWP Project # 5289-342 & 5289-343 in Jackson County, Mississippi, for implementation of recovery measures, that, if left undone, pose a risk to life and/or property.

Objectives

The design and installation of EWP measures as detailed in the individual Damage Survey Reports (DSR) and described here:

- DSR 5289-342 – City Hall Site -Streambank Stabilization
- DSR 5289-343 – Martin Bluff Rd to Riverside St - Debris Removal

Budget Narrative

A. The estimated costs for the Project:

1. Total Estimated Project Budget: \$216,343.75

The budget includes:

Financial Assistance (FA) Costs:

Construction Costs (75% NRCS \$150,937.50 + 25% Sponsor \$50,312.50): \$201,250.00

Technical Assistance (TA) Costs:

100% NRCS (7.5% of total construction cost): \$15,093.75

2. NRCS pays up to 75 percent of eligible construction costs and Sponsor pays 25 percent of construction costs. NRCS will contribute up to 7.5 percent of the total construction cost for contract administration and construction management costs. It is possible that technical and administrative costs will exceed this amount, requiring the Sponsor to contribute resources to complete technical and administrative work

3. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for financial assistance (FA) and one for technical assistance (TA). FA costs are associated with construction activities; TA costs are associated with services. These expenditures shall be accounted for separately in order for expenses to be eligible for reimbursement.

4. NRCS will provide FA for actual costs as reimbursement to the Sponsor for approved on-the-ground construction costs, subject to above limits. If costs are reduced, reimbursement will be reduced accordingly. Construction costs are associated with the installation of the project measures including labor, equipment and materials.

5. NRCS will provide TA reimbursement to the Sponsor for technical and administrative costs directly charged to the project, subject to the above limits. If costs are reduced, reimbursement will be reduced accordingly. These costs include

- a. engineering costs include, but not limited to, developing a project design that includes construction drawings and specifications, an operation and maintenance plan, a quality assurance/inspection plan and an engineer's estimate of the project installation costs in addition to providing necessary quality assurance during construction.
- b. contract administration costs include, but not limited to, soliciting, evaluating, awarding and administering contracts for construction and engineering services, including project management, verifying invoices and record keeping.

6. The Sponsor will contribute funds toward the total construction costs in either direct cash expenditures, the value of non-cash materials or services, or in-kind contributions. The value of any in-kind contribution shall be agreed to in writing prior to implementation.

Responsibilities of the Parties:

A. SPONSOR will—

1. Accomplish construction of the EWP project measures by contracting, in-kind construction services, or a combination of both.
2. Ensure and certify by signing this agreement that its cost share obligation is from a non- Federal source.
3. Comply with the terms and conditions of this agreement and the attached general terms and conditions except those that are not applicable to State and local governments.
4. Acquire adequate real property rights (land and water), permits and licenses in accordance with local, state, and Federal laws necessary for the installation of EWP project measures at no cost to NRCS prior to construction. This includes any rights associated with required environmental mitigation. Costs related to land rights and permits are the Sponsor's responsibility and ineligible for reimbursement.
5. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits and licenses needed for the Project.
6. Provide the agreed-to portion of the actual, eligible and approved construction cost. These costs may be in the form of cash, in-kind construction services, or a combination of both. Final construction items that are eligible construction costs will be agreed upon during the pre-design conference. These costs consist of costs from contracts awarded to contractors and eligible Sponsor in-kind construction costs for materials, labor, and equipment. The Sponsor shall provide NRCS documentation to support all eligible construction costs. Construction costs incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed.
7. Be responsible for 100 percent of all ineligible construction costs and 100 percent of any unapproved upgrade to increase the level of protection over and above that described in the DSR.
8. Account for and report FA and TA expenditures separately in order for expenses to be eligible for reimbursement. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for TA and one for FA, requiring this separation.
9. The contracts for design services and construction described in this Agreement shall not be awarded to the Sponsor or to any firm in which any Sponsor's official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms. Reference 2 CFR § 200.318 regarding standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts.
10. For in-kind construction services (materials, labor, and/or equipment supplied by the Sponsor), develop a Plan of Operations describing the construction services to be performed including estimated quantities and values. The Plan of Operations shall be concurred in by NRCS at the pre-design conference. In-kind construction services for equipment shall not exceed published FEMA equipment rates unless otherwise documented and concurred in advance by NRCS.
11. The following documentation is required to support the Sponsor's request for reimbursement of in-kind construction services:
 - a. Invoices covering actual costs of materials used in constructing the eligible EWP project measures.
 - b. Records documenting the type, quality, and quantities of materials actually used in constructing the eligible EWP project measures.
 - c. Daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed for constructing the eligible EWP project measures.
 - d. Equipment operating records showing the type and size of equipment, hourly rate, actual hours of operation and dates used to install the eligible EWP project measures. Equipment idle time is not eligible in-kind construction services, even if on the job site, and should not be included in the equipment operating records.
12. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.
13. The Sponsor must secure at its own expense all Federal, State, and local permits and licenses necessary for completion of the work described in this agreement as well as any necessary natural resource rights and provide copies of all permits and licenses obtained to NRCS.
14. Will arrange and pay for any necessary location, removal, or relocation of utilities. EWP program regulations prohibit NRCS from reimbursing the Sponsor or otherwise paying for any such costs; nor do the costs qualify as a Sponsor cost-share contribution.

15. Ensure that technical and engineering standards and specifications of NRCS are adhered to during construction of the Project, as interpreted by NRCS Program/Technical Contact. Provide NRCS Program/Technical Contact progress reports as necessary and agreed to. Progress reports should include technical on-site inspections of work accomplished for the period, work planned, results of material tests, deficient work products and/or tests with corrective actions taken, modifications anticipated, technical problems encountered, contractual issues and other relevant information.

16. Ensure that all contractors on NRCS assisted projects are performing their work in accordance with OSHA regulations and the Contract Work Hours and Safety Standards Act (40 USC 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). The Sponsor is responsible for periodically checking the contractor's compliance with safety requirements.

17. Provide PE-certified as-built drawings and quantities for the project. A copy of the as-built drawings will be submitted to the NRCS Program/Technical Contact.

18. Pay the contractor(s) for work performed in accordance with the agreement and submit a SF-270, "Request for Advance or Reimbursement" to the ezFedgrants system or the designated email box below with a copy to the Program/Technical Contact with all documentation to support the request. Final payment request shall be submitted within 90 calendar days of completion of the EWP project measures. Payments will be withheld until all required documentation is submitted and complete.

a. The required supporting documentation for reimbursement of construction costs include invoices and proof of payment to the contractor showing the items and quantities installed and certified by the engineer of record along with any supporting documentation such as quantity calculations, rock weight tickets, etc.

b. The required supporting documentation for reimbursement of in-kind construction expenses will include employee time sheets, employee hourly rate, equipment operating logs, equipment hourly rate, and material quantities and invoices.

c. The required documentation for reimbursement of technical and administrative services will be invoices and proof of payment to consultants and/or employee time sheets along with the employee's hourly rate, hours worked, and date work was performed.

19. Ensure that information in the System for Award Management (SAM) is current and accurate until the final financial report (SF-425) under this award or final payment is received, whichever is later.

20. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract(s) awarded under this Agreement. This includes, but is not limited to disputes, claims, protests of award, source evaluation, and litigation that may result from the Project. Such actions will be at the expense of the Sponsor, including any legal expenses. The Sponsor will advise, consult with, and obtain prior written concurrence of NRCS on any litigation matters in which NRCS could have a financial interest.

21. Sponsor must indemnify and hold NRCS harmless to the extent permitted by State law for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the Sponsor in connection with its acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement. Further, the Sponsor agrees that NRCS will have no responsibility for acts and omissions of the Sponsor, its agents, successors, assigns, employees, contractors, or lessees in connection with the acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement that result in violation of any laws and regulations that are now or that may in the future become applicable.

22. Retain all records dealing with the award and administration of the contract(s) for 3 years from the date of the Sponsor's submission of the final request for reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcriptions.

23. Be liable to the NRCS for damages sustained by the NRCS as a result of the contractor failing to complete the work within the specified time. The damages will be based upon the additional costs incurred by the NRCS resulting from the contractor not completing the work within the allowable performance period. These costs include but are not limited to personnel costs, travel, etc. The NRCS will have the right to withhold such amount out of any monies that may be then due or that may become due and payable to the Sponsor. This liability is not applicable to the extent that the contract performance time is extended by court judgment unless such judgment results from actions of the Sponsor not concurred in by NRCS.

24. Take necessary legal action, including bringing suit, to collect from the contractor any monies due in connection with the contract, or upon request of NRCS, assign and transfer to NRCS any or all claims, demands, and causes of action of every kind whatsoever that the Sponsor has against the contractor or his or her sureties.

25. Submit performance reports on an annual basis to ezFedGrants or to the Farm Production and Conservation (FPAC) Grants and Agreements Division staff via email to:

FPAC.BC.GAD@usda.gov. Reports are due 30 calendar days after the reporting period and are based on the agreement period of performance start date.

26. Submit SF-425 Financial Reports on a semi-annual basis to ezFedGrants or to the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to: FPAC.BC.GAD@usda.gov. Reports are due 30 calendar days after the reporting period on July 31 and January 31. Please note that financial reporting is based on the calendar year.

27. Submit payment requests to ezFedgrants or to the Farm Production and Conservation(FPAC) Grants and Agreements Division via email to: FPAC.BC.GAD@usda.gov on a monthly or quarterly basis. Refer to the General Terms and Conditions for more information regarding payment requests.

28. The sponsor (including subcontractors) is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information. In accordance with 2 CFR 200.216, the sponsor (including subcontractors) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:

- (1) procure or obtain, extend or renew a contract to procure or obtain;
- (2) enter into a contract (or extend or renew a contract) to procure; or
- (3) obtain the equipment, services or systems.

In accordance with 2 CFR 200.340, the sponsor understands this agreement may be terminated in whole or in part as follows:

- (1) By the Federal awarding agency or pass-through entity, if a sponsor fails to comply with the terms and conditions of a Federal award;
- (2) By the Federal awarding agency or pass-through entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
- (3) By the Federal awarding agency or pass-through entity with the consent of the sponsor, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
- (4) By the sponsor upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety.

B. NRCS will—

1. Assist Sponsor in establishing design parameters; determine eligible construction costs during the pre-design conference.
2. Designate a Government representative (GR) to serve as liaison with the Sponsor and identify that person's contact information with this executed agreement.
3. Review, comment and concur in preliminary and final plans, specifications, O&M Plan, Plan of Operations (if required) and QAP.
4. Make periodic site visits during the installation of the EWP project measures to review construction progress, document conformance to engineering plans and specifications, and provide any necessary clarification on the Sponsor's responsibilities.
5. Upon notification of the completion of the EWP project measures, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement and fund expenditures as agreed have been met.
6. Make payment to the Sponsor covering NRCS' share of the cost upon receipt and approval of Form SF-270 and supporting documentation, withholding the amount of damages sustained by NRCS as provided for in this agreement. In the event there are questions regarding the SF 270 and supporting documentation, NRCS will contact the Sponsor in a timely manner to resolve concerns.

C. MUTUALLY AGREED

1. The furnishing of financial, administrative, and/or technical assistance above the original funding amount by NRCS is contingent on there being sufficient unobligated and uncommitted funding in the Emergency Watershed Protection Program that is available for obligation in the year in which the assistance will be provided. NRCS may not make commitments in excess of funds authorized by law or made administratively available. Congress may impose obligational limits on program funding that constrains NRCS's ability to provide such assistance.
2. In the event of default of a construction contract awarded pursuant to this agreement, any additional funds properly allocable as construction costs required to ensure completion of the job are to be provided in the same ratio as construction funds are contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected from the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.
3. Additional funds, including interest properly allocable as construction costs as determined by NRCS, required as a result of decision of the CO or a court judgment in favor of a claimant will be provided in the same ratio as construction funds are contributed under the terms of this agreement. NRCS will not be obligated to contribute funds under any agreement or commitment made by the Sponsor without prior concurrence of NRCS.
4. The State Conservationist may make adjustments in the estimated cost to NRCS set forth in this agreement for constructing the EWP measures. Such adjustments may increase or decrease the amount of estimated funds that are related to differences between such estimated cost and the amount of the awarded contract or to changes, differing site conditions, quantity variations, or other actions taken under the provisions of the contract. No adjustment will be made to change the cost sharing assistance provided by NRCS as set forth in this agreement, nor reduce funds below the amount required to carry out NRCS' share of the contract.
5. Except for item 4. above (last sentence), this document may be revised as mutually agreed through a written amendment duly executed by authorized officials of all signatory parties to this agreement.
6. NRCS, at its sole discretion, may refuse to cost share should the Sponsor, in administering the contract, elect to proceed without obtaining concurrence as set out in this agreement.
7. Once the project is completed and all requests for reimbursement submitted, any excess funding remaining in the agreement will be de-obligated from the agreement.
8. If inconsistencies arise between the language in the Statement of Work (SOW) in the agreement and the general terms and conditions, the language in the SOW takes precedence.

Expected Accomplishments and Deliverables

1. Prepare design, construction specifications, and drawings in accordance with standard engineering principles that comply with NRCS programmatic requirements; and/or contract/install the designed construction. Any design services will be by a professional registered engineer. Sponsor will obtain NRCS review and concurrence on the design, construction plans, and specifications. The Sponsor must ensure description of work is reviewed, concurred, and approved by NRCS. A copy of the final signed and sealed plans and specifications shall be provided to NRCS.
2. Contract for services and construction in accordance with the Code of Federal Regulations (CFR), 2 CFR § 200.317 through 200.326, applicable State regulations, and the Sponsor's procurement regulations, as appropriate. (See general terms and conditions attached to this agreement for a link to the CFR.) In accordance with 2 CFR § 200.326, contracts must contain the applicable provisions described in Appendix II to Part 200. Davis-Bacon Act would not apply under this Federal program legislation.
3. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns as well as copies of all permits, licenses, and other documents required by Federal, state, and local statutes and ordinances prior to solicitation for installation of the EWP project measures. All modifications to the plans and specifications shall be reviewed and concurred on by NRCS.
4. Prepare and submit for NRCS concurrence an Operation and Maintenance (O&M) Plan, if applicable, prior to commence of work. The O&M Plan shall describe the activities the Sponsor will do to ensure the project performs as designed. Upon completion of the project measures, the Sponsor shall assume responsibility for O&M.
5. Prior to commencement of work and/or solicitation of bids, submit for NRCS review and concurrence a Quality

Assurance Plan (QAP). The QAP shall outline technical and administrative expertise required to ensure the EWP project measures are installed in accordance with the plans and specifications, identify individuals with the expertise, describe items to be inspected, list equipment required for inspection, outline the frequency and timing of inspection (continuous or periodic), outline inspection procedures, and record keeping requirements. A copy of the final QAP shall be provided to NRCS prior to commencement of construction.

6. Provide construction inspection in accordance with the QAP.

7. Arrange for and conduct final inspection of completed project with NRCS to determine whether all work has been performed in accordance with contractual requirements. Provide a PE certification that the Project was installed in accordance with approved plans and specifications.

Resources Required

As stated in this agreement.

Milestones

Milestones shall include, but not limited to, the following items:

1. Obtaining permits: estimated month 1
2. Completing quality assurance plan: estimated month 1
3. Solicit bids: estimated month 1
4. Award contract: estimated month 2
5. Date of estimated completion of construction: 6. Complete close-out activities

GENERAL TERMS AND CONDITIONS

Please reference the below link(s) for the General Terms and Conditions pertaining to this award:

U.S. DEPARTMENT OF AGRICULTURE FARM PRODUCTION AND CONSERVATION

GENERAL TERMS AND CONDITIONS GRANTS AND COOPERATIVE AGREEMENTS

The Farm Production and Conservation (FPAC) mission area encompasses the following USDA agencies: Natural Resources Conservation Service (NRCS), Farm Service Agency (FSA), Risk Management Agency (RMA), the Commodity Credit Corporation (CCC), and the FPAC Business Center.

I. APPLICABLE REGULATIONS

a. As a condition of this award, the recipient assures and certifies that it has and/or will comply and require subrecipients to comply with the requirements contained in the following statutes and regulations, as applicable. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.

(1) 2 CFR Part 25, "Universal Identifier and System of Award Management" (2) 2 CFR Part 170, "Reporting Subaward and Executive Compensation Information" (3) 2 CFR Part 175, "Award Term for Trafficking in Persons" (4) 2 CFR Part 180, "OMB Guidelines to Agencies On Governmentwide Debarment And Suspension (Nonprocurement)" (5) 2 CFR Part 182, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)" (6) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (7) 2 CFR Part 400, "Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards" (8) 2 CFR Part 417, "Nonprocurement Debarment and Suspension" (9) 2 CFR Part 418, "New Restrictions on Lobbying" (10) 2 CFR Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)" (11) 2 CFR Part 422, "Research Institutions Conducting USDA-Funded Extramural Research; Research Misconduct"

b. Allowable project costs will be determined in accordance with the authorizing statute, the purpose of the award, and, to the extent applicable, to the type of organizations receiving the award, regardless of tier. The following portions of the Code of Federal Regulations are hereby incorporated by reference. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.

(1) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles And Audit Requirements For Federal Awards" (2) 48 CFR Part 31, "Contract Cost Principles and Procedures" c. For corporate recipients, by accepting this award the recipient acknowledges: (1) that it does not have a Federal tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) that it has not been convicted of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarment official of the USDA has considered suspension or debarment of the recipient corporation based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government. If the recipient fails to comply with these provisions, the agency will annul this agreement and may recover any funds the recipient has expended in violation of the above cited statutory provisions.

II. UNALLOWABLE COSTS

The following costs are not allowed:

a. Costs above the amount authorized for the project. b. Costs incurred after the award period of performance end date. c. Costs not identified in the approved budget or approved budget revisions. d. Profit resulting from Federal financial assistance. Recipients may not earn and keep income resulting from an award. e. Costs of promotional items and memorabilia, including models, gifts, and souvenirs. f. Compensation for injuries to persons or damage to property arising from project activities.

This list is not exhaustive. For general information about the allowability of particular items of costs, please see 2 CFR Part 200, "Subpart E - Cost Principles", or direct specific inquiries to the administrative contact identified in the award.

The allowability of some items of costs may be difficult to determine. To avoid disallowance or dispute of such costs, the recipient may seek prior approval before incurring them. See 2 CFR 200.407. III. PRIOR APPROVAL REQUIREMENTS

Certain items of cost and award revisions require the prior written approval of the awarding agency. The following are the most common situations requiring prior approval. However, this list is not exhaustive, and the recipient is also bound by any other prior approval requirements identified in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

a. Pre-award costs.—To receive reimbursement for costs incurred prior to the award date, recipients must request written approval before incurring the costs. This restriction also applies to costs intended to meet cost-share requirements. FPAC agencies will not approve expenses incurred more than 90 calendar days before the period of performance start date. All costs incurred before the period of performance start date, even if approved, are at the recipient's risk (i.e., the Federal awarding agency is under no obligation to reimburse such costs if for any reason the recipient does not receive a Federal award or if the Federal award is less than anticipated and inadequate to cover such costs). b. Revisions to scope, objective, or deliverables.—When it is necessary to modify the scope, objective, or deliverables of an award, the recipient authorized signatory must submit a written request and justification for the change along with the revised scope, objective, or deliverables of the award to the administrative contact. The request should contain the following information: 1. Grant or agreement number 2. Narrative explaining the requested modification to the project scope, objectives, or deliverables 3. A description of the revised scope, objectives, or deliverables

c. Additions or changes to subawards and contracts.—The subawarding, transferring, or contracting out of any work under a Federal award not identified in the original award budget or any changes to subaward or contracts requires prior written approval. The recipient must submit a justification for the proposed subaward/contract, a statement of work to be performed, and a detailed budget for the subaward/contract to the administrative contact. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. d. Change in a key person specified in the application or award.—When there is a change in key personnel, the recipient must request prior written approval for the substitution or change. The request must identify the replacement personnel and provide his or her qualifications.

e. Absence or change in project leadership.—If the approved project director or principal investigator disengages from the project for more than three months or reduces time devoted to the project by 25 percent or more, the recipient must notify the administrative contact in writing, identifying who will be in charge during the project director's absence. The notification must include the qualifications of the replacement.

f. Budget revisions.—Recipients must request prior written approval for deviations from the approved budget in the instances described below. For all budget revisions, the recipient must submit a new SF 424A or 424C and budget narrative to support the request. 1. The inclusion of costs that require prior approval in accordance with Subpart E—Cost Principles of this part or 45 CFR part 75 Appendix IX, "Principles for Determining Costs Applicable to Research and Development under Awards and Contracts with Hospitals," or 48 CFR part 31, "Contract Cost Principles and Procedures," as applicable. 2. Where the cumulative amount of transfers of funds among direct cost categories or programs, functions, and activities exceeds or is expected to exceed 10 percent of the total budget as last approved by the Federal awarding agency, and where the Federal share of the project exceeds the simplified acquisition threshold. 3. The transfer of funds budgeted for participant support costs to other categories of expense requires prior written approval. Participant support costs means direct costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with conferences or training projects. 4. Changes in the approved cost-sharing or matching provided by the recipient. 5. Additional Federal funds needed to complete the project. 6. Changes to negotiated indirect cost rates during the award period of performance. 7. Equipment purchases not specifically identified in the approved budget.

g. No-Cost Extensions of Time.—When a no-cost extension of time is required, the recipient authorized signatory must submit a written request to the FAPC administrative contact. Except in very limited circumstances, a no-cost extension of time cannot exceed 12 months. FPAC cannot approve requests for no-cost extensions received after the expiration of the award. In addition, time may not allow extension requests submitted less than 30 calendar days before the period of performance end date to be processed, so recipients are encouraged to submit requests as soon as possible. FPAC agencies cannot approve no-cost extensions requested merely to expend remaining funds. The request must contain the following: 1. Amount of additional time requested 2. Explanation for the need for the extension 3. A summary of progress to date and revised milestones

IV. PAYMENTS

a. Recipients must request reimbursement or advances using a properly completed and executed SF-270, submitted with supporting documentation to either the ezFedGrants system or to the e-mail address specified in the statement of work. FPAC agencies will make payment to the recipient on a reimbursable or advance basis in accordance with the frequency specified in the statement of work.

b. Recipients requesting advances should request payments in amounts necessary to meet their current needs pursuant

to procedures contained in the Federal administrative provisions and 31 CFR Part 205. At the end of each advance period, the recipient must provide a justification (i.e., documentation) showing the amount of advanced funds spent.

c. The method of payment between the recipient and its contractors will be in accordance with the policies and procedures established by the recipient except that the contractors may not use the USDA Office of Financial Management/National Finance Center method to request payments. If the recipient makes advance payments to contractors, the recipient must ensure that the timing of such payments is designed to minimize elapsed time between the advance payment and the disbursement of funds. Recipients must not submit requests from their contractors for review or approval.

d. Accounting records for all costs incurred under this award must be supported by source documentation. Such documentation includes, but is not limited to, canceled checks, paid bills, payroll records, and subaward documents. Labor cost charges to this award must be based upon salaries actually earned and the time actually worked on this award. All project costs must be incurred within the approved project period of this award, including any approved no-cost extension of time. Costs that cannot be supported by source documentation or that are incurred outside of the approved project period and budget may be disallowed and may result in award funds being returned to the Federal Government by the recipient. The level of detail and documentation required to be provided to support any individual payment request is at the discretion of the Government.

e. Recipients must pay all costs incurred (i.e., liquidate obligations) under the award not later than 90 calendar days after the period of performance end date.

V. FINANCIAL REPORTING

a. Recipients must submit a Federal Financial Report (FFR), SF 425 in accordance with the schedule included in the award statement of work. Recipients must submit reports to either the ezFedGrants system or to the email address specified in the statement of work. Failure to submit reports as required may result in suspension or termination of award.

b. The recipient must submit a final financial report no later than 90 days after the period of performance end date. c. The FPAC awarding agency will withhold payments under this award if the recipient is delinquent in submitting required reports.

VI. PERFORMANCE MONITORING AND REPORTING

a. The recipient is responsible for monitoring day-to-day performance and for reporting to FPAC. If the project involves subaward/contractual arrangements, the recipient is also responsible for monitoring the performance of project activities under those arrangements to ensure that approved goals and schedules are met.

b. The recipient must submit a written progress report at the frequency specified in the statement of work to either the ezFedGrants system or to the email address specified in the statement of work. Each report must cover— 1. A comparison of actual accomplishments with the goals and objectives established for the reporting period and, where project output can be quantified, a computation of the costs per unit of output.

2. The reasons why goals and objectives were not met, if appropriate.

3. Additional pertinent information including, where appropriate, analysis and explanation of cost overruns or high unit costs.

c. The recipient must submit a final performance report within 90 calendar days of the period of performance end date. d. The FPAC awarding agency will withhold payments under this award if the recipient is delinquent in submitting required reports.

VII. AUDIT REQUIREMENTS

The recipient is responsible for complying with audit requirements in accordance with 2 CFR 200, Subpart F. A recipient entity that expends \$750,000 or more during the recipient's fiscal year in Federal awards must have a single or program-

specific audit conducted for that year.

VIII. SPECIAL PROVISIONS

a. The recipient assures and certifies that it will comply with the minimum-wage and maximum- hour provisions of the Federal Fair Labor Standards Act.

b. Employees of FPAC agencies will participate in efforts under this agreement solely as representatives of the United States. They may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient. They also may not assist the recipient with efforts to lobby Congress or to raise money through fundraising efforts. Further, FPAC employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in projects or agreements with such recipients.

c. Employees of the recipient will not be considered Federal employees or agents of the United States for any purposes under this agreement. d. Except in very limited circumstances (e.g., construction agreements), no agreement period of performance can exceed a total of five years, including extensions. e. Recipients who engage or assist in scientific related activities on behalf of USDA must uphold the principles of scientific integrity established by Departmental Regulations 1074-001, Scientific Integrity. Covered activities include engaging in, supervising, managing, and reporting scientific work; analyzing and publicly communicating information resulting from scientific work; and utilizing information derived from scientific work in policy and decision making. f. Recipients of awards under covered programs (as defined in Executive Order 13858, January 31, 2019) are hereby notified that they are encouraged to use, to the greatest extent practicable, iron and aluminum as well as steel, cement, and other manufactured products produced in the United States in every contract, subcontract, purchase order, or subaward that is chargeable under the award. "Covered program" means a program that provides financial assistance for the alteration, construction, conversion, demolition, extension, improvement, maintenance, construction, rehabilitation, or repair of an infrastructure project in the United States. However, it does not include programs for which a domestic preference is inconsistent with law or programs providing financial assistance that are subject to comparable domestic preferences. g. The recipient and its employees are prohibited from promoting, recommending, or discussing the availability of specific commercial products or services with FPAC agency clients in the course of carrying out activities under this agreement, including any products or services offered by the recipient, except as may be specifically allowed in the agreement.

IX. PATENTS, INVENTIONS, COPYRIGHTS, AND ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

a. Allocation of rights of patents, inventions, and copyrights must be in accordance with 2 CFR Part 200.315. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support.

b. In accordance with 37 CFR Section 401.14, each subject invention must be disclosed to the Federal agency within 2 months after the inventor discloses it in writing to contractor personnel responsible for patent matters. Invention disclosure statements pursuant to 37 CFR Section 401.14(c) must be made in writing to:

Farm Production and Conservation Business Center Grants and Acquisitions Division 1400 Independence Avenue, SW.
Room 6819 South Building Washington, DC 20250

c. USDA receives a royalty-free license for Federal Government use, reserves the right to require the patentee to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically.

d. The following acknowledgment of USDA support must appear in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this award:

"This material is based upon work supported by the U.S. Department of Agriculture, under agreement number [recipient should enter the applicable award number here]."

In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement:

"Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture. In addition, any reference to specific brands or types of products or services does not constitute or imply an endorsement by the U.S. Department of Agriculture for those products or services."

e. All publications printed with Federal Government funds will include the most current USDA nondiscrimination statement, available from the Public Affairs Division, Civil Rights Division, or on the USDA home page. If the material is too small to permit the full nondiscrimination statement to be included, the material must, at a minimum, include the statement:

“USDA is an equal opportunity provider and employer.”

The recipient is responsible for ensuring that an acknowledgment of USDA is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss work funded by this award in a substantial way.

X. COST-SHARING REQUIREMENTS

a. If the award has specific cost-sharing requirements, the cost-sharing participation in other projects may not be counted toward meeting the specific cost-share requirement of this award and must come from non-Federal sources unless otherwise stated in the applicable program authorizing statute. b. Cost share must be documented on each SF 425 and SF 270 and in source documentation as it is provided by the recipient or third party. The required cost-share or matching ratio must be met by the end of the agreement period of performance; however, it does not have to be maintained for every payment request.

c. Should the recipient become aware that it may be unable to provide the cost-sharing amount identified in this award, it must— 1. Immediately notify the FPAC administrative contact of the situation. 2. Specify the steps it plans to take to secure replacement cost sharing. 3. Indicate the plans to either continue or phase out the project in the absence of cost sharing. If the recipient's plans are not acceptable to FPAC, the award may be subject to termination. FPAC modifications to proposed cost sharing revisions are made on a case-by-case basis. Failure by the recipient to notify FPAC in accordance with this section may result in the disallowance of some or all the costs charged to the award, the subsequent recovery by FPAC of some of the FPAC funds provided under the award, and possible termination of the award. It may constitute a violation of the terms and conditions of the award so serious as to provide grounds for subsequent suspension or debarment.

d. The recipient must maintain records of all project costs that are claimed by the recipient as cost sharing as well as records of costs to be paid by FPAC. If the recipient's cost participation includes in-kind contributions, the basis for determining the valuation for volunteer services and donated property must be documented.

e. Recipients must provide notification to the agency administrative contact when adding or replacing sources of cost-share contributions.

XI. PROGRAM INCOME

Program income is the gross revenue generated by a Federally funded activity earned during the performance period of the award. Program income may be earned by recipients from fees charged for conference or workshop attendance, from rental fees earned from real property or equipment acquired with Federal funds, or from the sale of commodities or items developed under the grant or cooperative agreement. It must fall within the guidelines at 2 CFR 200.307. Unless identified and addressed in the award, the recipient must provide notification to the administrative contact and request the manner it would like to treat the income (i.e., deductive or additive). Program income may be used to meet recipient cost-share requirements with the approval of the Government. All program income must be reported on the applicable SF 270 and SF 425.

XII. NONEXPENDABLE EQUIPMENT

Recipients purchasing equipment or products with funds provided under this award are encouraged to purchase only American-made equipment and products. Title to nonexpendable equipment purchased with award funds will vest in the recipient upon completion of the award project and acceptance by FPAC of required final reports. When equipment is no longer needed by the recipient and the per-unit fair market value is less than \$5,000, the recipient may retain, sell, or dispose of the equipment with no further obligation to FPAC. However, if the per-unit fair market value is \$5,000 or more, the recipient must submit a written request to the FPAC administrative contact for disposition instructions.

XIII. LIMIT OF FEDERAL LIABILITY

The maximum financial obligation of FPAC to the recipient is the amount of funds indicated in the award as obligated by FPAC. However, if an erroneous amount is stated on the approved budget, or any supporting document relating to the award, FPAC will have the unilateral right to make the correction and to make an appropriate adjustment in the FPAC share of the award to align with the Federal amount authorized.

XIV. MODIFICATIONS AND TERMINATIONS

The parties may amend this award through an exchange of correspondence between the authorized signatory of each or via formal amendment document. The award is subject to termination if FPAC determines that the recipient has failed to comply with the terms and conditions of the award. If the award is terminated, the guidelines at 2 CFR 200.339-42 will govern the obligations of the parties.

XV. PRIVACY ACT AND PROHIBITION AGAINST CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS

a. Activities performed under this award may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term "confidential information" means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of FPAC.

b. The recipient's personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The recipient's personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).

c. The recipient agrees to comply with the "Prohibition Against Certain Internal Confidentiality Agreements:"

1. You may not require your employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. 2. You must notify your employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect. 3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information. 4. If FPAC determines that you are not in compliance with this award provision, FPAC: i. Will prohibit your use of funds under this award, in accordance with sections 743 and 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; ii. May pursue other remedies available for your material failure to comply with award terms and conditions. XVI. ACKNOWLEDGMENT OF SECTION 1619 COMPLIANCE

The recipient agrees to comply with FPAC guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110-246), 7 U.S.C. 8791 as described below.

a. Responsibilities. 1. Acceptance of this award indicates acknowledgment and understanding that the recipient is legally bound by Federal statute to comply with the provisions of Section 1619 and that the recipient will not subsequently disclose information protected by section 1619 to any individual or organization that is not directly covered by this award. Any such subsequent disclosure of the protected information (except as permitted under Section 1619) will be considered a violation of Section 1619. The recipient will be held responsible should disclosure of the protected information occur.

2. Acceptance of this award legally binds every owner, manager, supervisor, employee, contractor, agent, and representative of the recipient to comply with the provisions in Section 1619. The recipient must consult with FPAC prior to providing protected information to an entity or individual outside of the recipient and as necessary to implement the program to ensure that such release is permissible.

3. The recipient will use the protected information only to perform work that is directly connected to this award. Use of the protected information to perform work that is not directly connected to this award is expressly prohibited.

4. The recipient must internally restrict access to the protected information to only those individuals who have a demonstrated need to know the protected information to perform work under this award.

5. The provisions in Section 1619 are continuing obligations. Even when the recipient is no longer a recipient, or when individuals currently affiliated with the recipient become no longer so affiliated, every person having been provided access to the protected information will continue to be legally bound to comply with these provisions.

6. The recipient must notify all managers, supervisors, employees, contractors, agents, and representatives about this provision and the requirements of Section 1619. Notifications about the existence of this provision must be made to those individuals who are new to the organization and periodic notifications must be sent throughout the organization (as well as to all contractors and agents) to remind all about the ongoing and continuing requirements.

7. When the recipient is unsure whether particular information is covered or protected by Section 1619, the recipient must consult with FPAC to determine whether the information must be withheld.

8. Use of the protected information for any purpose is expressly prohibited after the period of performance end date of this award. Upon the award end date, any protected information provided under this award must be immediately destroyed or returned to FPAC. The recipient must provide to FPAC written certification that the protected information (paper copy, electronic copy, or both) has been properly destroyed, removed from any electronic storage media, or both.

9. Any State's "sunshine law," "open records act" or other version of the Freedom of Information Act is superseded by section 1619 under the Supremacy Clause of the U.S. Constitution. Accordingly, information protected from disclosure by section 1619 must not be released under such State laws.

b. Protected Information.

1. Examples of the types of information prohibited by disclosure under Section 1619 include, but are not limited to, the following:

i. State identification and county number (where reported and where located). ii. Producer or landowner name, business full address, phone number, Social Security Number, and similar personal identifying information. iii. Farm, tract, field, and contract numbers. iv. Production shares and share of acres for each Farm Serial Number (FSN) field. v. Acreage information, including crop codes. vi. All attributes for Common Land Units (CLUs) in USDA's Geospatial Information System. vii. Any photographic, map, or geospatial data that, when combined with other maps, can be used to identify a landowner. viii. Location of conservation practices.

2. Section 1619 allows disclosure of "payment information (including payment information and the names and addresses of recipients of payments) under any Department program that is otherwise authorized by law" (emphasis added). The names and payment information of producers generally may be provided to the public; however, the recipient shall consult with FPAC if there is any uncertainty as to the provision of such information.

3. Section 1619 also allows disclosure of otherwise protected information if "the information has been transformed into a statistical or aggregate form without naming any—(i) individual owner, operator, or producer; or (ii) specific data gathering cite." The recipient must consult with FPAC as to whether specific information falls within this exception prior to relying on this exception.

c. Violations. The recipient will be held responsible for violations of this provision and Section 1619. A violation of this provision by the recipient may result in action by FPAC, including termination of the underlying Federal award.

d. Effective Period. The requirements of this provision is effective on the date of the final signature and will continue until FPAC notifies the recipient that it is no longer required based on changes in applicable Federal law.

XVII. AWARD CLOSEOUT

a. Award closeout is the process by which FPAC determines that all required project activities have been performed satisfactorily and all necessary administrative actions have been completed. b. The recipient must submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the agreement, including documentation showing that match or cost-share requirements have been met. The awarding agency may approve extensions when requested by the recipient. c. Unless the awarding agency authorizes an extension, the recipient must liquidate all obligations incurred under the agreement not later than 90 calendar days after the end date of the period of performance. d. Recipients must submit all requests for reimbursements no later than 90 calendar days after the end date of the period of performance. e. The recipient must promptly refund any balances of unobligated cash that the awarding agency paid in advance or paid and that are not authorized to be retained by the recipient for use in other projects. See OMB Circular A-129 and see §200.345 Collection of amounts due, for requirements regarding unreturned amounts that become delinquent debts. f. Recipients must retain all records pertaining to the agreement in accordance with 2 CFR 200.333-337 and any additional requirements included in the agreement statement of work. g. Recipients must follow disposition requirements for property acquired with award funds in accordance with 2 CFR 200.310-316.

Councilman Vaughan made the motion to Recess until September 8, 2020 at 6:00 pm.
Councilman Jackson 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 September 15, 2020.

Tuesday
September 8, 2020
Gautier, Mississippi

BE IT REMEMBERED THAT A RECESSED MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held September 8, 2020 at 6:00 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier Mississippi.

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

AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
September 8, 2020 @ 6:00 PM

- I. Call to Order
 - 1. Prayer
 - 2. Pledge of Allegiance
- II. Agenda Order Approval
- III. Announcements – None
- IV. Presentation Agenda – None
- V. Business Agenda

- 1. Resolution approving and adopting the budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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- 2. Creation, reclassification, and elimination of specified positions, and approval of the Revised Schedule of Authorized Positions

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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- 3. Approve Renewal of Self-Funded Employee Health Insurance Plan FY 2021

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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- 4. Authorize pay adjustments for City Employees

☐	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)

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 September 15, 2020 at 6:30 pm

www.gautier-ms.gov

Meeting was called to order by Mayor Torjusen at 6:00pm.

Mayor Torjusen made the motion to approve the agenda order, as presented. Councilwoman Martin seconded the motion. The vote was carried unanimously.

Announcements

None

Presentation

None

Councilman Colledge made the motion to approve and adopt the budget of the City of Gautier, as presented, for the fiscal year beginning October 1, 2020 and ending September 30, 2021 as required by Section 21-35-3 of the Mississippi Annotated Code of 1972. Councilwoman Martin seconded the motion. The vote was carried unanimously.

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

RESOLUTION NUMBER 071-2020

RESOLUTION APPROVING AND ADOPTING THE BUDGET OF THE CITY OF GAUTIER, MISSISSIPPI FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021

WHEREAS, the Mayor and Members of the Council of the City of Gautier, Mississippi, have prepared a complete budget of the municipal revenues and expenses estimated for fiscal year 2020-2021 as required by Section 21-35-3, et seq., of the Mississippi Annotated Code of 1972; and

WHEREAS, the Mayor and Members of the Council have studied and considered the budget, a copy of which is attached and finds that the budget is sufficient and prepared according to law for the fiscal year aforesaid; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND MEMBERS OF THE COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI, that the budget be, and is hereby approved and adopted as finally determined, and that the budget shall be entered at length and in detail in the minutes of the City Council and published as required by law.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 8, 2020.

City of Gautier
October 1, 2020 - September 30, 2021
Annual Budget

<u>GENERAL FUND: FUND 001</u>			ORIGINAL	PROPOSED
REVENUES			BUDGET	BUDGET
			FY 2020	FY 2021
Licenses & Permits	\$	100,000.00	\$	97,000.00
Inter-Governmental Revenue:				
In Lieu of Taxes	\$	352,000.00	\$	353,000.00
Franchise Fees	\$	148,000.00	\$	150,000.00
General Sales Tax	\$	2,260,000.00	\$	2,275,000.00
ABC Licenses	\$	13,000.00	\$	13,000.00
Homestead Reimbursement	\$	100,000.00	\$	105,000.00
Motor Fuel Tax	\$	15,000.00	\$	15,000.00
Modernization USE Tax			\$	130,000.00
Shared Revenues - Road Tax	\$	514,000.00	\$	579,000.00
Shared Revenues - Recreation	\$	140,000.00	\$	141,000.00
JCBS Inter Local Funds	\$	-	\$	-
Rail Car Tax	\$	2,800.00	\$	2,800.00
Privilege Tax-Heavy Duty Vehicle	\$	4,500.00	\$	5,000.00
Municipal Aid Surplus	\$	9,250.00	\$	9,250.00
FEMA/MEMA Reimbursement	\$	54,087.00	\$	95,000.00
Fine & Forfeits	\$	530,000.00	\$	500,000.00
Grants	\$	36,759.00	\$	85,888.00
Surplus Property	\$	-	\$	-
Loan - Public Safety Vehicles	\$	121,500.00	\$	-
Loan - IBM Server	\$	42,500.00	\$	-
Miscellaneous	\$	180,200.00	\$	141,400.00
Transfer from Other Funds	\$	-	\$	-
Transfer from Solid Waste Fund	\$	327,170.00	\$	332,634.00
Transfer from Enterprise Fund	\$	695,308.00	\$	704,000.00
Total revenue from sources other than taxation	\$	5,646,074.00	\$	5,733,972.00
Balance at beginning of year	\$	2,250,000.00	\$	2,400,000.00
Total from all sources other than taxation	\$	7,896,074.00	\$	8,133,972.00
Amount necessary to be raised by tax levy	\$	4,818,607.00	\$	4,829,923.00
Total available cash and anticipated revenue	\$	12,714,681.00	\$	12,963,895.00
<u>GENERAL FUND</u>				
EXPENDITURES				
LEGISLATIVE DEPARTMENT				
Personnel Services	\$	142,460.00	\$	156,538.00
Supplies	\$	3,000.00	\$	2,000.00
Other Services & Charges	\$	16,525.00	\$	16,525.00
Total	\$	161,985.00	\$	175,063.00
CITY COURT				
Personnel Services	\$	191,709.00	\$	182,166.00
Supplies	\$	2,500.00	\$	2,500.00
Other Services & Charges	\$	145,050.00	\$	130,550.00
Capital Outlay	\$	-	\$	-
Total	\$	339,259.00	\$	315,216.00
CITY MANAGER				
Personnel Services	\$	170,309.00	\$	120,000.00
Supplies	\$	2,500.00	\$	2,500.00
Other Services & Charges	\$	87,800.00	\$	127,800.00
Total	\$	260,609.00	\$	250,300.00
HUMAN RESOURCES				
Personnel Services	\$	55,535.00	\$	55,664.00
Supplies	\$	3,500.00	\$	2,500.00
Other Services & Charges	\$	8,600.00	\$	7,100.00
Total	\$	67,635.00	\$	65,264.00

ELECTIONS

Supplies	\$	-	\$	500.00
Other Services & Charges	\$	-	\$	31,500.00
Total	\$	-	\$	32,000.00

CITY CLERK

Personnel Services	\$	189,932.00	\$	472,598.00
Supplies	\$	11,750.00	\$	17,000.00
Other Services & Charges	\$	21,900.00	\$	22,400.00
Capital Outlay	\$	-	\$	2,000.00
Debt Service	\$	-	\$	10,498.00
Total	\$	223,582.00	\$	524,496.00

FINANCE

Personnel Services	\$	227,200.00	\$	-
Supplies	\$	4,000.00	\$	-
Capital Outlay	\$	42,500.00	\$	-
Total	\$	273,700.00	\$	-

CITY ATTORNEY

Other Services & Charges	\$	130,000.00	\$	130,000.00
Total	\$	130,000.00	\$	130,000.00

BUILDING & PLANNING

Personnel Services	\$	340,404.00	\$	356,316.00
Supplies	\$	10,900.00	\$	10,400.00
Other Services & Charges	\$	33,970.00	\$	57,800.00
Total	\$	385,274.00	\$	424,516.00

GENERAL EXPENSES & FACILITIES

Supplies	\$	14,000.00	\$	18,000.00
Other Services & Charges	\$	632,600.00	\$	663,600.00
Capital Outlay	\$	-	\$	-
Total	\$	646,600.00	\$	681,600.00

GRANTS & PROJECTS ADMIN

Personnel Services	\$	180,007.00	\$	178,740.00
Supplies	\$	1,100.00	\$	900.00
Other Services & Charges	\$	16,155.00	\$	14,975.00
Capital Outlay	\$	600.00	\$	600.00
Total	\$	197,862.00	\$	195,215.00

POLICE DEPARTMENT

Personnel Services	\$	3,048,104.00	\$	3,078,738.00
Supplies	\$	204,000.00	\$	197,500.00
Other Services & Charges	\$	167,400.00	\$	159,900.00
Capital Outlay	\$	128,025.00	\$	31,000.00
Debt Service	\$	66,511.00	\$	38,830.00
Total	\$	3,614,040.00	\$	3,505,968.00

FIRE DEPARTMENT

Personnel Services	\$	2,454,567.00	\$	2,515,039.00
Supplies	\$	66,867.00	\$	61,867.00
Other Services & Charges	\$	109,628.00	\$	104,650.00
Capital Outlay	\$	6,200.00	\$	6,200.00
Debt Service	\$	13,416.00	\$	13,416.00
Total	\$	2,650,678.00	\$	2,701,172.00

RECREATION DEPARTMENT

Personnel Services	\$	373,733.00	\$	416,147.00
Supplies	\$	67,000.00	\$	82,000.00
Other Services & Charges	\$	89,500.00	\$	78,750.00
Capital Outlay	\$	23,100.00	\$	2,500.00
Debt Service	\$	27,343.00	\$	27,343.00
Total	\$	580,676.00	\$	606,740.00

STREETS			
Supplies	\$	70,000.00	\$ 75,000.00
Other Services & Charges	\$	159,000.00	\$ 231,000.00
Capital Outlay	\$	35,000.00	\$ 35,000.00
Total	\$	264,000.00	\$ 341,000.00
MAINTENANCE			
Personnel Services	\$	202,567.00	\$ 222,002.00
Supplies	\$	23,800.00	\$ 20,800.00
Other Services & Charges	\$	6,470.00	\$ 5,470.00
Total	\$	232,837.00	\$ 248,272.00
INTERFUND TRANSFERS			
Transfer to Other Funds	\$	840,143.00	\$ 850,529.00
Transfer to Health Benefit Fund	\$	-	\$ -
Total	\$	840,143.00	\$ 850,529.00
TOTAL EXPENDITURES	\$	10,868,880.00	\$ 11,047,351.00
YEAR END BALANCE	\$	1,845,801.00	\$ 1,916,544.00
BALANCE	\$	12,714,681.00	\$ 12,963,895.00

MS DEVELOPMENT BANK KATRINA LOAN FUND: FUND 007 (Original issue \$2.5 million)

REVENUE			
Balance at beginning of year	\$	431.80	\$ -
Transfer from General Fund	\$	280,000.00	\$ -
Total available cash and anticipated revenue	\$	280,431.80	\$ -
EXPENDITURES			
Annual Fees	\$	650.00	\$ -
Ms Dev Katrina Loan - Debt Service	\$	279,744.00	\$ -
TOTAL EXPENDITURES	\$	280,394.00	\$ -
YEAR END BALANCE	\$	37.80	\$ -
BALANCE	\$	280,431.80	\$ -

TRANSPORTATION ENHANCEMENT - DOWNTOWN: FUND 13

REVENUE			
Balance at beginning of year	\$	(40,971.45)	\$ -
Grant	\$	40,971.45	\$ -
Total available cash and anticipated revenue	\$	-	\$ -
TOTAL EXPENDITURES	\$	-	\$ -
YEAR END BALANCE	\$	-	\$ -
BALANCE	\$	-	\$ -

ALLEN ROAD WIDENING: FUND 20

REVENUES			
Balance at beginning of year	\$	-	\$ -
Transfer from General Fund	\$	46,324.00	\$ 46,324.00
Total available cash and anticipated revenue	\$	46,324.00	\$ 46,324.00
EXPENDITURES			
Debt Service	\$	46,324.00	\$ 46,324.00
TOTAL EXPENDITURES	\$	46,324.00	\$ 46,324.00
YEAR END BALANCE	\$	-	\$ -
BALANCE	\$	46,324.00	\$ 46,324.00

MDAH SCHOOL HOUSE PROJECT: FUND 30

REVENUES			
Balance at beginning of year	\$	2,983.43	\$ 2,983.43
Total available cash and anticipated revenue	\$	2,983.43	\$ 2,983.43
EXPENDITURES			
Supplies	\$	2,983.43	\$ 2,983.43
TOTAL EXPENDITURES	\$	2,983.43	\$ 2,983.43
YEAR END BALANCE	\$	-	\$ -
BALANCE	\$	2,983.43	\$ 2,983.43

MARTIN BLUFF ROAD PROJECT: FUND 128**REVENUES**

Balance at beginning of year	\$	102,012.64	\$	-
Total available cash and anticipated revenue	\$	102,012.64	\$	-

EXPENDITURES

Transfer Out to Fund 303	\$	102,012.64	\$	-
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TOTAL EXPENDITURES	\$	102,012.64	\$	-
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YEAR END BALANCE	\$	-	\$	-
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BALANCE	\$	102,012.64	\$	-
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\$7M CAPITAL IMPROVEMENT BOND ISSUE - FUND 130**REVENUES**

Balance at beginning of year	\$	1,306,470.87	\$	1,291,364.10
Interest	\$	3,000.00	\$	1,000.00
MDOT Reimbursements	\$	3,830,991.71	\$	5,189,078.00
Transfer from GF Debt Service	\$	513,819.00	\$	489,298.00
Transfer from Enterprise Fund	\$	-	\$	825,000.00
Total available cash and anticipated revenue	\$	5,654,281.58	\$	7,795,740.10

EXPENDITURES

Annual Bond Fees	\$	2,300.00	\$	2,500.00
Annual Bond Payment - Debt Service	\$	511,519.00	\$	486,798.00
Capital Improvements	\$	5,140,462.58	\$	7,306,442.10
Transfer to General Fund	\$	-	\$	-

TOTAL EXPENDITURES	\$	5,654,281.58	\$	7,795,740.10
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YEAR END BALANCE	\$	-	\$	-
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BALANCE	\$	5,654,281.58	\$	7,795,740.10
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LOCAL FORFEITURES: FUND 156**REVENUES**

Balance at beginning of year	\$	-	\$	298,356.01
Assets Forfeited	\$	-	\$	-
Total available cash and anticipated revenue	\$	-	\$	298,356.01

EXPENDITURES

Personnel Services (Overtime)	\$	-	\$	64,240.00
Supplies	\$	-	\$	2,500.00
Capital Outlay	\$	-	\$	231,616.01

TOTAL EXPENDITURES	\$	-	\$	298,356.01
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YEAR END BALANCE	\$	-	\$	-
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BALANCE	\$	-	\$	298,356.01
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U S JUSTICE EQUITABLE SHARING: FUND 157**REVENUES**

Balance at beginning of year	\$	365,285.19	\$	86,273.95
Assets Forfeited	\$	-	\$	-
Total available cash and anticipated revenue	\$	365,285.19	\$	86,273.95

EXPENDITURES

Personnel Services (Overtime)	\$	51,392.00	\$	-
Supplies	\$	1,000.00	\$	-
Capital Outlay	\$	100,000.00	\$	86,273.95

TOTAL EXPENDITURES	\$	152,392.00	\$	86,273.95
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YEAR END BALANCE	\$	212,893.19	\$	-
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BALANCE	\$	365,285.19	\$	86,273.95
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FIRE PROTECTION FUND: FUND 160**REVENUES**

Balance at beginning of year	\$	242,526.10	\$	251,814.17
Fire Insurance Rebate	\$	106,000.00	\$	108,000.00
MS Code Rebate	\$	3,000.00	\$	3,000.00
Loan Proceeds	\$	-	\$	-
Total available cash and anticipated revenue	\$	351,526.10	\$	362,814.17

EXPENDITURES

Other Services & Charges	\$	18,237.43	\$	21,343.30
Capital Outlay	\$	65,000.00	\$	65,000.00
Debt Service	\$	102,754.00	\$	102,754.00
Transfer to Fund 161	\$	-	\$	-

TOTAL EXPENDITURES	\$	185,991.43	\$	189,097.30
YEAR END BALANCE	\$	165,534.67	\$	173,716.87
BALANCE	\$	351,526.10	\$	362,814.17

TIDELANDS GRANT FUND - FUND 171**REVENUES**

Balance at beginning of year	\$	(32,082.92)	\$	24,960.95
MDA Capital Expenditure Funds	\$	-	\$	-
Grant: Shepard State Park	\$	124,502.54	\$	194,527.32
Grant: City Park	\$	118,355.77	\$	-
Transfers In (Fund 305)	\$	-	\$	-
Total available cash and anticipated revenue	\$	210,775.39	\$	219,488.27

EXPENDITURES

Capital Outlay: Shepard State Park	\$	128,945.44	\$	219,488.27
Capital Outlay: Mary Walker Bayou Parks	\$	81,829.95	\$	-

TOTAL EXPENDITURES	\$	210,775.39	\$	219,488.27
YEAR END BALANCE	\$	-	\$	-
BALANCE	\$	210,775.39	\$	219,488.27

LIBRARY SUPPORT FUND: FUND 172**REVENUES**

Balance at Beginning of Year	\$	-	\$	-
Amount to be raised by tax levy	\$	110,096.00	\$	114,998.00
Total available cash and anticipated revenue	\$	110,096.00	\$	114,998.00

EXPENDITURES

Other Services & Charges	\$	110,096.00	\$	114,998.00
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TOTAL EXPENDITURES	\$	110,096.00	\$	114,998.00
YEAR END BALANCE	\$	-	\$	-
BALANCE	\$	110,096.00	\$	114,998.00

SHEPARD STATE PARK: FUND 176**REVENUES**

Balance at beginning of year	\$	63,407.00	\$	52,000.00
Other Revenue	\$	-	\$	150.00
Camping Fees	\$	90,000.00	\$	100,000.00
Admission Fees/Day Use	\$	5,500.00	\$	6,000.00
Total available cash and anticipated revenue	\$	158,907.00	\$	158,150.00

EXPENDITURES

Personnel Services	\$	44,930.00	\$	63,048.00
Supplies	\$	17,750.00	\$	16,950.00
Other Services & Charges	\$	49,570.00	\$	59,050.00
Capital Outlay	\$	16,200.00	\$	2,500.00

TOTAL EXPENDITURES	\$	128,450.00	\$	141,548.00
YEAR END BALANCE	\$	30,457.00	\$	16,602.00
BALANCE	\$	158,907.00	\$	158,150.00

S2018 UTILITY REVENUE BOND DEBT SERVICE: FUND 250**REVENUES**

Balance at beginning of year	\$	145,810.79	\$	114,193.00
Miscellaneous - Interest	\$	2,000.00	\$	300.00
Transfers In	\$	350,000.00	\$	301,263.00
Total available cash and anticipated revenue	\$	497,810.79	\$	415,756.00

EXPENDITURES

Debt Service	\$	286,782.00	\$	285,657.00
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TOTAL EXPENDITURES

\$	286,782.00	\$	285,657.00
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YEAR END BALANCE

\$	211,028.79	\$	130,099.00
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BALANCE

\$	497,810.79	\$	415,756.00
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RESERVE FUND - S2018 UTILITY REVENUE BOND: FUND 251**REVENUES**

Balance at Beginning of Year	\$	324,335.45	\$	327,780.48
Miscellaneous - Interest	\$	5,000.00	\$	600.00
Transfers In	\$	10,000.00	\$	10,000.00
Total available cash and anticipated revenue	\$	339,335.45	\$	338,380.48

EXPENDITURES

Transfers Out (Fund 250)	\$	14,397.07	\$	1,263.00
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TOTAL EXPENDITURES

\$	-	\$	1,263.00
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YEAR END BALANCE

\$	339,335.45	\$	337,117.48
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BALANCE

\$	339,335.45	\$	338,380.48
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S2019 UTILITY REVENUE BOND DEBT SERVICE: FUND 252**REVENUES**

Balance at beginning of year	\$	-	\$	308,630.00
Miscellaneous - Interest	\$	-	\$	300.00
Transfers In	\$	-	\$	386,844.00
Total available cash and anticipated revenue	\$	-	\$	695,774.00

EXPENDITURES

Debt Service	\$	-	\$	454,009.00
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TOTAL EXPENDITURES

\$	-	\$	454,009.00
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YEAR END BALANCE

\$	-	\$	241,765.00
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BALANCE

\$	-	\$	695,774.00
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RESERVE FUND - S2019 UTILITY REVENUE BOND: FUND 253**REVENUES**

Balance at Beginning of Year	\$	-	\$	436,207.07
Miscellaneous - Interest	\$	-	\$	600.00
Transfers In	\$	-	\$	10,000.00
Total available cash and anticipated revenue	\$	-	\$	446,807.07

EXPENDITURES

Transfers Out (Fund 252)	\$	-	\$	844.00
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TOTAL EXPENDITURES

\$	-	\$	844.00
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YEAR END BALANCE

\$	-	\$	445,963.07
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BALANCE

\$	-	\$	446,807.07
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USDA-NRCS EMERGENCY WATERSHED: FUND 300**REVENUES**

Balance at beginning of year	\$	19,807.16	\$	43,916.51
Grant	\$	133,031.25	\$	166,031.25
Transfers In (Enterprise)	\$	43,160.53	\$	25,402.24
Total available cash and anticipated revenue	\$	195,998.94	\$	235,350.00

EXPENDITURES

Other Services & Charges	\$	161,250.00	\$	235,350.00
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TOTAL EXPENDITURES

\$	161,250.00	\$	235,350.00
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YEAR END BALANCE

\$	34,748.94	\$	-
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BALANCE

\$	195,998.94	\$	235,350.00
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PINE CONE DRIVE SPILLWAY: FUND 301**REVENUES**

Balance at beginning of year	\$	43,160.53	\$	-
Total available cash and anticipated revenue	\$	43,160.53	\$	-

EXPENDITURES

Transfers Out (Fund 300)	\$	43,160.53	\$	-
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TOTAL EXPENDITURES	\$	43,160.53	\$	-
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YEAR END BALANCE	\$	-	\$	-
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BALANCE	\$	43,160.53	\$	-
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MDOT TA GRANT-MARTIN BLUFF SIDEWALK: FUND 303**REVENUES**

Balance at beginning of year	\$	400,851.61	\$	452,086.65
MDOT Reimbursements	\$	500,000.00	\$	808,000.00
Transfers In (Fund 128)	\$	102,012.64	\$	-
Total available cash and anticipated revenue	\$	1,002,864.25	\$	1,260,086.65

EXPENDITURES

Other Services & Charges	\$	49,270.46	\$	-
Capital Outlay	\$	953,593.79	\$	1,152,085.49

TOTAL EXPENDITURES	\$	1,002,864.25	\$	1,152,085.49
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YEAR END BALANCE	\$	-	\$	108,001.16
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BALANCE	\$	1,002,864.25	\$	1,260,086.65
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TOWN COMMONS PARK PROJECT: FUND 304**REVENUES**

Balance at beginning of year	\$	2,123,813.19	\$	2,066,900.00
Tidelands Grant	\$	565,176.74	\$	936,360.98
State Funding Allocation (IIF)	\$	-	\$	-
Interest	\$	9,600.00	\$	1,000.00
Transfers In	\$	220,000.00	\$	-
Total available cash and anticipated revenue	\$	2,918,589.93	\$	3,004,260.98

EXPENDITURES

Capital Outlay	\$	2,918,589.93	\$	3,004,260.98
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TOTAL EXPENDITURES	\$	2,918,589.93	\$	3,004,260.98
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YEAR END BALANCE	\$	-	\$	-
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BALANCE	\$	2,918,589.93	\$	3,004,260.98
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S2019 MS PUBLIC IMPS GO BOND CONST: FUND 305**REVENUES**

Balance at beginning of year	\$	356,833.85	\$	54,087.79
Interest	\$	30,000.00	\$	2,400.00
Transfer In (Debt Service)	\$	-	\$	294,907.00
Total available cash and anticipated revenue	\$	386,833.85	\$	351,394.79

EXPENDITURES

Capital Outlay (Recreation)	\$	70,000.00	\$	52,033.37
Contingencies - Unappropriated	\$	67,403.48	\$	3,450.00
Debt Service	\$	-	\$	294,907.00

TOTAL EXPENDITURES	\$	137,403.48	\$	350,390.37
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YEAR END BALANCE	\$	249,430.37	\$	1,004.42
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BALANCE	\$	386,833.85	\$	351,394.79
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SSP WELCOME CENTER PH III: FUND 306**REVENUES**

Balance at beginning of year	\$	296,725.00	\$	-
Tidelands Grant	\$	136,700.00	\$	-
Transfers In	\$	-	\$	-
Total available cash and anticipated revenue	\$	433,425.00	\$	-

EXPENDITURES

Capital Outlay	\$	433,425.00	\$	-
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TOTAL EXPENDITURES	\$	433,425.00	\$	-
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YEAR END BALANCE	\$	-	\$	-
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BALANCE	\$	433,425.00	\$	-
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BACOT PARK IMPROVEMENTS: FUND 307**REVENUES**

Balance at beginning of year	\$	1,687,250.00	\$	1,605,750.00
Transfers In	\$	-	\$	-
Total available cash and anticipated revenue	\$	1,687,250.00	\$	1,605,750.00

EXPENDITURES

Capital Outlay	\$	1,687,250.00	\$	1,605,750.00
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TOTAL EXPENDITURES	\$	1,687,250.00	\$	1,605,750.00
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YEAR END BALANCE	\$	-	\$	-
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BALANCE	\$	1,687,250.00	\$	1,605,750.00
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SSP BOARDWALK PROJECT: FUND 308**REVENUES**

Balance at beginning of year	\$	195,450.00	\$	(223,504.25)
Tidelands Grant	\$	375,050.00	\$	444,909.00
Transfers In	\$	-	\$	-
Total available cash and anticipated revenue	\$	570,500.00	\$	221,404.75

EXPENDITURES

Capital Outlay	\$	350,500.00	\$	221,404.75
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Transfers Out	\$	220,000.00	\$	-
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TOTAL EXPENDITURES	\$	570,500.00	\$	221,404.75
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YEAR END BALANCE	\$	-	\$	-
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BALANCE	\$	570,500.00	\$	221,404.75
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TOWN CENTER RETAIL DEV COMPLEX: FUND 309**REVENUES**

Balance at beginning of year	\$	-	\$	-
State Funding Allocation	\$	-	\$	1,500,000.00
MDA Restore Funds (BP)			\$	3,500,000.00
Transfers In (General)			\$	20,000.00
Loan Proceeds	\$	-	\$	500,000.00
Total available cash and anticipated revenue	\$	-	\$	5,520,000.00

EXPENDITURES

Other Services and Charges	\$	-	\$	20,000.00
Capital Outlay	\$	-	\$	5,500,000.00

TOTAL EXPENDITURES	\$	-	\$	5,520,000.00
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YEAR END BALANCE	\$	-	\$	-
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BALANCE	\$	-	\$	5,520,000.00
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ELEVATED WATER TANK: FUND 350**REVENUES**

Balance at beginning of year	\$	625,012.00	\$	129,112.00
Development Infrastructure Program Funds	\$	350,000.00	\$	-
Transfers In (Enterprise)	\$	241,000.00	\$	-
Total available cash and anticipated revenue	\$	1,216,012.00	\$	129,112.00

EXPENDITURES

Other Services & Charges	\$	30,012.00	\$	10,512.00
Capital Outlay	\$	1,186,000.00	\$	118,600.00

TOTAL EXPENDITURES

\$	1,216,012.00	\$	129,112.00
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YEAR END BALANCE

\$	-	\$	-
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BALANCE

\$	1,216,012.00	\$	129,112.00
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BEMIS SEWER PROJECT: FUND 351**REVENUES**

Balance at beginning of year	\$	198,318.07	\$	-
CDBG Grant Funds	\$	290,605.00	\$	-
Total available cash and anticipated revenue	\$	488,923.07	\$	-

EXPENDITURES

Other Services & Charges	\$	29,057.50	\$	-
Capital Outlay	\$	459,865.57	\$	-

TOTAL EXPENDITURES

\$	488,923.07	\$	-
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YEAR END BALANCE

\$	-	\$	-
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BALANCE

\$	488,923.07	\$	-
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2018 BOND - GENERAL CONSTRUCTION: FUND 352**REVENUES**

Balance at beginning of year	\$	496,854.84	\$	1,334,486.36
Interest	\$	60,000.00	\$	1,200.00
Total available cash and anticipated revenue	\$	556,854.84	\$	1,335,686.36

EXPENDITURES

Unallocated	\$	486,854.00	\$	-
Capital Outlay	\$	10,000.00	\$	10,000.00
Transfers Out (Capital Accounts)	\$	-	\$	1,324,486.36

TOTAL EXPENDITURES

\$	496,854.00	\$	1,334,486.36
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YEAR END BALANCE

\$	60,000.84	\$	1,200.00
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BALANCE

\$	556,854.84	\$	1,335,686.36
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HWY 57 UTILITY LINE RELOCATION: FUND 353**REVENUES**

Balance at beginning of year	\$	965,016.30	\$	42,320.16
MDOT Reimbursements	\$	1,031,008.70	\$	229,805.70
Transfers In (Bond Construction)	\$	-	\$	-
Total available cash and anticipated revenue	\$	1,996,025.00	\$	272,125.86

EXPENDITURES

Water Lines: Other Services & Charges	\$	-	\$	-
Water Lines: Capital Outlay	\$	821,439.00	\$	50,150.00
Sewer Lines: Other Services & Charges	\$	-	\$	-
Sewer Lines: Capital Outlay	\$	1,174,586.00	\$	24,802.30
Transfers Out	\$	-	\$	197,173.56

TOTAL EXPENDITURES

\$	1,996,025.00	\$	272,125.86
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YEAR END BALANCE

\$	-	\$	-
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BALANCE

\$	1,996,025.00	\$	272,125.86
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ROBINSON STILL RD UTILITY EXTENSION: FUND 354**REVENUES**

Balance at beginning of year	\$	565,898.00	\$	-
Transfers In (Bond Construction)	\$	-	\$	-
Total available cash and anticipated revenue	\$	565,898.00	\$	-

EXPENDITURES

Water Lines: Other Services & Charges	\$	10,750.00	\$	-
Water Lines: Capital Outlay	\$	293,878.00	\$	-
Sewer Lines: Other Services & Charges	\$	11,914.00	\$	-
Sewer Lines: Capital Outlay	\$	249,356.00	\$	-

TOTAL EXPENDITURES	\$	565,898.00	\$	-
YEAR END BALANCE	\$	-	\$	-
BALANCE	\$	565,898.00	\$	-

WATER SUPPLY & TREATMENT PLANT: FUND 355**REVENUES**

Balance at beginning of year	\$	499,800.00	\$	5,531,086.63
Transfers In	\$	-	\$	1,324,486.36
Total available cash and anticipated revenue	\$	499,800.00	\$	6,855,572.99

EXPENDITURES

Capital Outlay	\$	499,800.00	\$	6,855,572.99
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TOTAL EXPENDITURES	\$	499,800.00	\$	6,855,572.99
YEAR END BALANCE	\$	-	\$	-
BALANCE	\$	499,800.00	\$	6,855,572.99

2018 BOND - GENERAL CONSTRUCTION: FUND 358**REVENUES**

Balance at beginning of year	\$	-	\$	521.00
Interest	\$	-	\$	1,500.00
Total available cash and anticipated revenue	\$	-	\$	2,021.00

EXPENDITURES

Unallocated	\$	-	\$	2,021.00
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TOTAL EXPENDITURES	\$	-	\$	2,021.00
YEAR END BALANCE	\$	-	\$	-
BALANCE	\$	-	\$	2,021.00

OST-GV SEWER IMPROVEMENTS: FUND 360**REVENUES**

Balance at beginning of year	\$	-	\$	5,513.50
MDEQ Restore Act Grant	\$	2,307,450.00	\$	1,959,077.40
Transfers In - Enterprise Fund	\$	20,500.00	\$	-
Total available cash and anticipated revenue	\$	2,327,950.00	\$	1,964,590.90

EXPENDITURES

Capital Outlay	\$	2,327,950.00	\$	1,964,590.90
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TOTAL EXPENDITURES	\$	2,327,950.00	\$	1,964,590.90
YEAR END BALANCE	\$	-	\$	-
BALANCE	\$	2,327,950.00	\$	1,964,590.90

WATER AND SEWER UTILITY FUND: FUND 400**REVENUES**

Water Sales	\$	3,760,000.00	\$	3,800,000.00
Sewer Sales	\$	1,960,000.00	\$	2,000,000.00
Wastewater Treatment Collections	\$	2,290,000.00	\$	2,300,000.00
Capacity Fee	\$	465,000.00	\$	442,000.00
Service Connections	\$	90,000.00	\$	90,000.00
Inspection Fees	\$	-	\$	-
Miscellaneous	\$	436,000.00	\$	448,000.00
Transfers In	\$	-	\$	-
Total Revenue from All Sources	\$	9,001,000.00	\$	9,080,000.00
Balance at Beginning of Year	\$	2,500,000.00	\$	3,000,000.00
Total available cash and anticipated revenue	\$	11,501,000.00	\$	12,080,000.00

EXPENDITURES**WATER & SEWER - ADMINISTRATION**

Personnel Services	\$	418,444.00	\$	422,375.00
Supplies	\$	24,000.00	\$	15,000.00
Other Services & Charges	\$	2,536,739.00	\$	2,533,839.00
Capital Outlay	\$	12,000.00	\$	20,500.00
Total Water & Sewer	\$	2,991,183.00	\$	2,991,714.00

WATER & SEWER - OPERATION & MAINTENANCE

Supplies	\$	280,000.00	\$	255,000.00
Other Services & Charges	\$	2,956,002.00	\$	3,371,370.00
Capital Outlay	\$	100,000.00	\$	110,000.00
Total Water & Sewer	\$	3,336,002.00	\$	3,736,370.00

OTHER

Debt Service	\$	1,077,284.00	\$	1,079,934.00
Contingency Fund	\$	275,000.00	\$	300,000.00
Transfer to General Fund	\$	695,308.00	\$	704,000.00
Transfer to Capital Project Funds	\$	261,500.00	\$	850,403.00
Transfer to Debt Service & Reserve Funds	\$	360,000.00	\$	706,000.00
Total Other	\$	2,669,092.00	\$	3,640,337.00

TOTAL EXPENDITURES	\$	8,996,277.00	\$	10,368,421.00
YEAR END BALANCE	\$	2,504,723.00	\$	1,711,579.00
BALANCE	\$	11,501,000.00	\$	12,080,000.00

SOLID WASTE FUND: FUND 404**REVENUES**

Balance at beginning of year	\$	119,902.00	\$	100,000.00
Garbage Collection Fees	\$	1,567,440.00	\$	1,562,400.00
Total available cash and anticipated revenue	\$	1,687,342.00	\$	1,662,400.00

EXPENDITURES

Other Services and Charges	\$	1,279,270.00	\$	1,275,684.00
Transfer to General Fund	\$	327,170.00	\$	332,634.00
Transfer to Enterprise Fund	\$	-	\$	-

TOTAL EXPENDITURES	\$	1,606,440.00	\$	1,608,318.00
YEAR END BALANCE	\$	80,902.00	\$	54,082.00
BALANCE	\$	1,687,342.00	\$	1,662,400.00

MSB - WATER IONIZATION PROJECT: FUND 421**REVENUES**

Balance at beginning of year	\$	56,287.52	\$	47,562.52
Total available cash and anticipated revenue	\$	56,287.52	\$	47,562.52

EXPENDITURES

Capital Outlay	\$	56,287.52	\$	47,562.52
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TOTAL EXPENDITURES	\$	56,287.52	\$	47,562.52
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YEAR END BALANCE	\$	-	\$	-
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BALANCE	\$	56,287.52	\$	47,562.52
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RESERVE FUND - 2013 3.5 SO BOND: FUND 497**REVENUES**

Balance at Beginning of Year	\$	273,147.19	\$	272,351.19
Miscellaneous - Interest	\$	5,200.00	\$	500.00
Total available cash and anticipated revenue	\$	278,347.19	\$	272,851.19

EXPENDITURES

Debt Service	\$	6,000.00	\$	504.00
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TOTAL EXPENDITURES	\$	6,000.00	\$	504.00
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YEAR END BALANCE	\$	272,347.19	\$	272,347.19
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BALANCE	\$	278,347.19	\$	272,851.19
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Councilman Colledge made the motion to approve the creation, reclassification, and elimination of specified positions, as presented, and approve the Revised Schedule of Authorized Positions. Councilwoman Martin seconded the motion. The vote was carried unanimously.

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

ORDINANCE NUMBER 254-2020

**ORDINANCE APPROVING CREATION AND RECLASSIFICATION OF SPECIFIED POSITIONS,
AND A REVISED SCHEDULE OF AUTHORIZED POSITIONS**

**AN ORDINANCE OF THE CITY COUNCIL OF GAUTIER, MISSISSIPPI, PROVIDING
AUTHORITY & INTENT; PURSUANT TO MISSISSIPPI ANNOTATED CODE 21-9-45,
AUTHORIZING THE CITY COUNCIL TO CREATE AND RECLASSIFY SPECIFIED
POSITIONS, AND TO APPROVE THE REVISED SCHEDULE OF AUTHORIZED
POSITIONS.**

WHEREAS, the City Manager has recommended creation, reclassification and elimination of the following positions pursuant to Miss. Code Ann. 21-9-45:

1. Executive Department
 - a. Defund Administrative Assistant III – Remove DCC designation
2. Recreation Department
 - a. Create two (2) Grounds & Maintenance Operator Grade 7
 - b. Eliminate (1) Part Time Grounds & Maintenance Operator Grade 7
 - c. Eliminate (1) Part Time Park Attendant
3. City Clerk Department
 - a. Fund Deputy City Clerk I
 - b. Create one (1) Deputy City Clerk I Grade 15
4. Planning Department
 - a. Create one (1) Part Time Code Enforcement Officer Grade 10
5. Police Department
 - a. Fund Crime Prevention Officer
 - b. Fund Traffic Sergeant

WHEREAS, the City Manager recommends the approval of the attached Revised Schedule of Authorized Positions including the necessary funding to reflect these changes;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI, THAT THE CODE OF ORDINANCES OF THE CITY OF GAUTIER IS AMENDED AS FOLLOWS:

SECTION 1. Authority & Intent

- A. The Gautier City Council held a public meeting on September 8, 2020 to consider creation, elimination and funding of specified positions, the reclassification of specified positions, and the Revised Schedule of Authorized Positions.

SECTION 2.

- A. The Gautier City Council creates the following positions:

1. City Clerk Department
 - a. One (1) Deputy City Clerk

2. Recreation Department
 - a. Two (2) Grounds & Maintenance Operator
 3. Planning Department
 - a. One (1) Part Time Code Enforcement Officer
- B. The Gautier City Council reclassifies the following positions:
1. Grants and Projects Department
 - a. Director from Grade 19 to Grade 21
 2. Recreation Department
 - a. Director from Grade 19 to Grade 21
 - b. Recreation Coordinator from grade 12 to grade 14
 3. Human Resources Department
 - a. HR Specialist from grade 12 to grade 14
 4. City Clerk Department
 - a. City Clerk/Comptroller from grade 21 to grade 22
 - b. Purchasing Agent from grade 12 to grade 14
 - c. Accounting Generalist from grade 11 to grade 12
 - d. Court Clerk from grade 13 to grade 15
 - e. Utility Billing Manager from grade 15 to Grade 17
 5. Planning Department
 - a. Director from grade 21 to grade 22
 6. Police Department
 - a. Administrative Assistant IV from grade 12 to grade 14
 - b. TAC Officer from grade 11 to grade 12
- C. The Gautier City Council eliminates or defunds the following positions:
1. Executive Department
 - a. Administrative Assistant III (defunded)
 2. Recreation Department
 - a. Part Time Grounds & Maintenance Operator
 - b. Part Time Park Attendant
- D. The Official Schedule of Authorized Positions shall be amended as Attached.

SECTION 3. This Article shall be effective upon advertisement and adoption, pursuant to Mississippi Annotated Code.

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

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

NAYS: **None**

Thereupon, the Mayor declared said Ordinance approved, passed and adopted on this the 8th day of September, 2020.

Phil Torjusen, Mayor

Attest: _____
Teresa L Montgomery
City Clerk

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

SCHEDULE OF AUTHORIZED POSITIONS FY 2021 PROPOSED

DEPARTMENT	PAY SCALE	PAY GRADE	FULL TIME	PART TIME	RESERVE (Not Paid)
JUDICIAL DEPARTMENT					
City Judge	N/A	N/A		1	
Public Defender				Unfunded (1)	
Total Funded				1	
Total Non-Funded				1	
EXECUTIVE DEPARTMENT					
City Manager	N/A	N/A	1		
Administrative Assistant III --DCC	2080	11	Unfunded (1)		
Economic Developer			Unfunded (1)		
Total Funded			2	1	
Total Non-Funded			1	2	
GRANTS AND PROJECTS DEPT.					
Director	2080	19 21	1		
Contract and Project Administrator	2080	17	1		
Administrative Clerk	2080	8	1		
Total Funded			3		
Total Non-Funded					
RECREATION DEPT.					
Director	2080	19 21	1		
Recreation Coordinator	2080	12 14	1		
Parks Supervisor	2080	12	1		
Crew Leader-Grounds/Maint Ops	2080	9	1		
Grounds & Maintenance Operator	2080	7	3	5	1 0
Student Administrative Clerk	N/A	N/A			1
Park Attendant	N/A	N/A			3 2
Custodian	2080	7	1		
Total Funded			8	10	5 3
Total Non-Funded					
FINANCE DEPARTMENT					
Combined under City Clerk Department			6	0	
HUMAN RESOURCES DEPARTMENT					
Director			Unfunded (1)		
HR Specialist	2080	12 14	1		
Total Funded			1		
Total Non-Funded			1		

CITY CLERK DEPARTMENT

City Clerk/Comptroller	2080	21 22	1
Assistant Comptroller	2080	17	1
Deputy City Clerk I	2080	15	2
Purchasing Agent	2080	12 14	1
Accounting Generalist	2080	11 12	1
Administrative Clerk	2080	8	1

Court Division

Court Clerk	2080	13 15	1
Deputy Court Clerk II	2080	10	1
Deputy Court Clerk I	2080	9	1

Utility Services Division

Utility Services Manager	2080	15 17	1
Utility Billing Supervisor	2080	13	1
Utility Billing Clerk	2080	12	1
Customer Service Representative	2080	8	3
Meter Reader Crew Leader	2080	8	1
Meter Reader	2080	7	2

Total Funded		12 19	
Total Non-Funded		1 0	

PLANNING DEPARTMENT

Director/Building Official	2080	21 22	1
Planning Technician	2080	11	1
Building and Code Inspector	2080	13	1
Code Enforcement Officer	2080	10	2
Administrative Clerk	2080	8	1

Maintenance Division

Mechanic	2080	14	2
Multi-Craft Maintenance Worker	2080	12	1

Total Funded		9	1
Total Non-Funded			

POLICE DEPARTMENT

Police Chief	2080	22	1
Captain	2080	15	3
Administrative Assistant IV	2080	12 14	1
Records Clerk	2080	8	1

CID

Lieutenant	2080	14	1
Sergeant	2080	13	1
Detective	2080	12	2
Detective	2080	12	Unfunded (1)
FBI Task Force Officer	2080	12	1
Narcotics Officer	2080	12	1
Crime Prevention Officer	2080	12 to 14	1

Patrol

Patrol Lieutenant	2184	11	4
Patrol Sergeant	2184	10S	4
Patrol Officer	2184	9 or 10*	15
TAC Officer	2080	11 12	1
Dispatcher	2184	7 or 8	8
Animal Control Officer	2080	9	1

Traffic

Traffic Sergeant	2184	10S	1
K9 Officer	2184	10	1
Traffic Officer	2184	10	3
Traffic Officer	2184	10	Unfunded (1)
School Crossing Guard	N/A	N/A	4
Reserve Officer	N/A	N/A	21
Total Funded		49	51
Total Non-Funded		4	2

* Probationary Grade 9

FIRE DEPARTMENT

Fire Chief	2080	22	1
Deputy Fire Chief/Fire Marshall	2080	20	1
Fire Training Officer	2080	18	1
Fire Captain	2496	12	3
Fire Lieutenant	2496	11	9
Firefighter	2496	9 or 10*	24
Total Funded		39	
Total Non-Funded			

*Probationary Firefighter/Grade 9
 Certified Firefighter/Grade 10

Summary of Authorized Positions	Full Time	Part Time	Reserve Positions
Judicial: Funded		1	
Judicial: Unfunded		1	
Executive Dept: Funded	2	1	
Executive Dept: Unfunded	1	2	
Grants and Projects Dept	3		
Recreation Dept	8	10	5
Finance Dept: Funded	6	0	
Human Resources Dept: Funded	1		
Human Resources Dept: Unfunded	1		
City Clerk Dept: Funded	12	19	
City Clerk Dept: Unfunded	1	0	
Planning Dept: Funded	9	1	
Police Department: Funded	49	51	4
Police Department: Unfunded	4	2	
Fire Dept: Funded	39		
TOTAL	129	133	10
TOTAL UNFUNDED	7	5	2

Councilman Colledge made the motion to renew the Self-Funded Health Insurance Plan for fiscal year 2021, as presented, which includes the renewal of all associated voluntary insurance policies with HUB International/ Fox Everett. Councilman George seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 426-2020

WHEREAS, the City and Members of Council have hereby determined that adoption and approval of the attached insurance plans is in the best interests of the City;

IT IS HEREBY ORDERED by the Mayor and Member of the Council of the City of Gautier, Mississippi that the following is hereby authorized for the FY 2021 Budget effective October 1, 2020, to accept the recommended reinsurance proposal from Sun Life and provide funding for the self-insured health insurance policy with Fox Everett/HUB International as third party administrator.

1. To continue to pay 100% of premiums for employee only coverage in the amount of \$518.20 per month.
2. To continue to pay 90.762% of premiums for employee/child coverage in the amount of \$870.14 per month – total premium \$958.70 per month. Employee portion is \$88.56 per month.
3. To continue to pay 89.238% of premiums for employee/spouse coverage in the amount of \$924.86 per month – total premium \$1,036.40 per month. Employee portion is \$111.54 per month.
4. To continue to pay 90.693% of premiums for family coverage in the amount of \$1,339.44 per month – total premium \$1,476.90 per month. Employee portion is \$137.46 per month.
5. To continue to pay monthly Teledoc fee of \$3.10 per employee per month.
6. To continue to pay 100% of premiums for life only covered employees in the amount of \$6.00 per month.

IT IS FURTHER ORDERED that the renewal notification for dental coverage submitted by Fox Everett Hub International for FY 2021 is hereby accepted. This renewal maintains current benefits and does not include a rate increase. All dental premiums are 100% employee funded.

IT IS FURTHER ORDERED that the renewal notification for vision coverage by Always Care Benefits for FY 2021 is hereby accepted. This renewal maintains current benefits and does not include a rate increase. All vision premiums are 100% employee funded.

IT IS FURTHERED ORDERED that the renewal notifications for Unum Life, Unum Disability, Provident Life and Humana Cancer & Specified Disease policies for FY 2021 are hereby accepted. All premiums are 100% employee funded.

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

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 8, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Teresa L Montgomery, Comptroller
Date: 08/28/20
Subject: Self-Funded Health Insurance Renewal FY 2021

REQUEST:

Approve renewal of City of Gautier Self-Funded Employee Health Plan and all associated voluntary insurance policies for FY 2021.

BACKGROUND:

The City of Gautier has operated a self-funded health, dental and voluntary benefits plan since 2004. Fox Everett/HUB International acts as our Third Party Administrator over the plan.

DISCUSSION:

All FY 2021 proposals for renewal were competitive and in most cases an improvement over last year. After two years of multiple high dollar claims, FY 2020 looks to end at under the projected “expected annual cost” used to determine funding rates. Due to this, our current provider Sun Life has lowered our aggregate attachment point and our estimated annual claims. This allows us to maintain funding at the current level. Plan savings from FY 2020 also has increased our reserve fund to a healthy level of approximately \$600,000. This is something we have not had the last couple of years.

Sun Life option #1 was determined to be the best reinsurance proposal for the plan. It maintains our current coverage which includes an individual specific deductible of \$75,000, a \$150,000 single individual LASER, a no new laser guarantee and a 50% rate cap with Fox Everett/HUB International acting as our Third Party Administrator (TPA). In addition to the cost savings, staying with the same provider should also provide us with “good will” benefits in future plan years. As stated previously, funding rates will not be increased for FY 2021.

Approval of this renewal includes all voluntary policies currently being offered by the City as an additional employee benefit. Unum has increased premiums on its voluntary life policies, but premiums for all other voluntary coverages remain fixed at the FY 2020 rates.

RECOMMENDATION:

It is recommended the Gautier City Council approve the renewal of the City of Gautier Self-Funded Employee Health Plan and all associated voluntary insurance policies as presented, with Fox Everett/HUB International acting as our Third Party Administrator (TPA) for FY 2021.

ATTACHMENT(S):

City of Gautier Recap of Costs October 1, 2020

City of Gautier
Recap of Costs
October 1, 2020

	Sun Life RBP NNLO with 50% Rate Cap	SOLD Sun Life RBP NNLO with 50% Rate Cap	FIRM Sun Life RBP NNLO with 50% Rate Cap	Spectrum	Spectrum	Reunion NNL	Reunion NNL	Everest/IOA Re	Everest/IOA Re	Greenwich Ins Co	Greenwich Ins Co
	Current	Option 1	Option 2	Option 1	Option 2	Option 1	Option 2	Option 1	Option 2	Option 1	Option 2
SPECIFIC EXCESS COVERAGE											
Coverages	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx
Contract Basis	12/24	12/24	12/24	12/24	12/24	12/24	12/24	12/24	12/24	12/24	12/24
Laser #1 S.R.	\$150,000	\$150,000	\$150,000	TBD	TBD	\$150,000	\$150,000	TBD	TBD	TBD	TBD
1. Individual Specific Deductible	\$75,000	\$75,000	\$85,000	\$75,000	\$85,000	\$75,000	\$85,000	\$75,000	\$85,000	\$75,000	\$85,000
2. Limit of Liability Per Covered Person	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
3. Employees without dependents	58	58	58	58	58	58	58	58	58	58	58
4. Families (including employees)	60	60	60	60	60	60	60	60	60	60	60
TOTAL CENSUS	118	118	118	118	118	118	118	118	118	118	118
5. Monthly Premium Rates - Single	\$112.67	\$116.06	\$110.58	\$98.55	\$89.51	\$96.96	\$91.40	\$94.05	\$85.47	\$93.18	\$84.81
6. Monthly Premium Rates - Family	\$301.04	\$310.07	\$295.42	\$347.54	\$319.61	\$315.45	\$300.80	\$315.31	\$288.76	\$310.20	\$283.93
7. Estimated Annual Specific Premium	\$295,164	\$304,028	\$289,666	\$318,821	\$292,420	\$294,609	\$280,190	\$292,477	\$267,398	\$288,195	\$263,458
AGGREGATE EXCESS LOSS		2.9%	-1.9%	7.4%	-0.9%	-0.2%	-5.3%	-0.9%	-10.4%	-2.4%	-12.0%
Coverages	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx
Contract Basis	12/24	12/24	12/24	12/15	12/15	12/15	12/15	12/24	12/24	12/24	12/24
Maximum Aggregate Reimbursement	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Individual Claim Limit	\$75,000	\$65,000	\$75,000	\$65,000	\$75,000	\$65,000	\$75,000	\$65,000	\$75,000	\$65,000	\$75,000
Aggregate Corridor	125%	125%	125%	125%	125%	125%	125%	125%	125%	125%	125%
8. Monthly Aggregate Factor - Single	\$516.86	\$465.18	\$492.68	\$408.65	\$421.47	\$453.41	\$467.96	\$420.19	\$428.59	\$437.28	\$454.45
9. Monthly Aggregate Factor - Family	\$1,398.71	\$1,258.06	\$1,285.56	\$1,302.62	\$1,343.49	\$1,454.90	\$1,501.60	\$1,349.64	\$1,376.64	\$1,403.33	\$1,458.41
10. Minimum Annual Aggregate Attachment Point	\$1,366,806	\$1,229,568	\$1,268,508	\$1,222,307	\$1,260,656	\$1,363,101	\$1,406,852	\$1,264,193	\$1,289,479	\$1,314,744	\$1,366,352
11. Expected Annual Claims	\$1,093,445	\$983,655	\$1,014,807	\$977,845	\$1,008,525	\$1,090,481	\$1,125,482	\$1,011,354	\$1,031,584	\$1,051,796	\$1,093,082
12. Monthly Premium Rate - Composite PEPM	\$15.02	\$15.78	\$15.78	\$15.60	\$17.49	\$14.19	\$15.27	\$10.60	\$10.73	\$13.42	\$15.18
13. Estimated Annual Aggregate Premium	\$21,273	\$22,339	\$22,339	\$22,090	\$24,772	\$20,091	\$21,623	\$15,010	\$15,193	\$19,008	\$21,490
FULLY INSURED TRANSPLANT POLICY	Optum	Optum	Optum	Optum	Optum	Optum	Optum	Optum	Optum	Optum	Optum
14. Monthly Premium Rates - Single	\$5.68	\$5.80	\$5.80	\$5.80	\$5.80	\$5.80	\$5.80	\$5.80	\$5.80	\$5.80	\$5.80
15. Monthly Premium Rates - Family	\$13.64	\$13.91	\$13.91	\$13.91	\$13.91	\$13.91	\$13.91	\$13.91	\$13.91	\$13.91	\$13.91
16. Estimated Annual Transplant Premium	\$13,772	\$14,049	\$14,049	\$14,049	\$14,049	\$14,049	\$14,049	\$14,049	\$14,049	\$14,049	\$14,049
ADMINISTRATIVE FEES											
17. Claims Administration (Medical) - (PEPM)	\$16.25	\$16.25	\$16.25	\$16.25	\$16.25	\$16.25	\$16.25	\$16.25	\$16.25	\$16.25	\$16.25
18. Teladoc - (PEPM)	\$2.95	\$3.10	\$3.10	\$3.10	\$3.10	\$3.10	\$3.10	\$3.10	\$3.10	\$3.10	\$3.10
19. COBRA & HIPAA Administration - (PEPM)	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50
20. Pre-Admission Certification - (PEPM)	\$2.80	\$2.90	\$2.90	\$2.90	\$2.90	\$2.90	\$2.90	\$2.90	\$2.90	\$2.90	\$2.90
21. PPO Access Fee - (PEPM)	\$3.50	\$3.75	\$3.75	\$3.75	\$3.75	\$3.75	\$3.75	\$3.75	\$3.75	\$3.75	\$3.75
22. Verisk "Claims Edit" - (PEPM)	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50
23. PPACA Fee	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
24. RBP Admin	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
25. Estimated Annual Administration Cost	\$60,180	\$60,888	\$60,888	\$60,888	\$60,888	\$60,888	\$60,888	\$60,888	\$60,888	\$60,888	\$60,888
TOTAL ANNUAL COST											
26. Minimum annual cost* (\$0- claims (7+13+16+25))	\$390,390	\$401,304	\$386,943	\$415,848	\$392,128	\$389,637	\$376,751	\$382,424	\$357,528	\$382,140	\$359,885
27. Expected annual cost* (7+11+13+16+25)	\$1,540,084	\$1,441,209	\$1,450,499	\$1,449,943	\$1,449,403	\$1,536,368	\$1,550,982	\$1,450,028	\$1,437,862	\$1,490,185	\$1,501,717
28. Maximum annual cost* (7+10+13+16+25)	\$1,832,196	\$1,705,873	\$1,720,451	\$1,713,155	\$1,717,784	\$1,827,738	\$1,848,603	\$1,721,617	\$1,712,007	\$1,771,884	\$1,791,237

Councilman Anderson made the motion to approve pay adjustments allocated and approved for Fire and Police Department personnel, as presented, in the City of Gautier Fiscal Year 2021 Budget. 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 427-2020

WHEREAS, the Mayor and Council Members adopted a budget for FY 2021, which included pay adjustments allocated and approved for Fire and Police Department personnel in the City of Gautier; and

WHEREAS, the Mayor and Council Members hereby find that these pay adjustments are in the best interests of the City of Gautier;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that pay adjustments allocated and approved for Fire and Police Department personnel in the City of Gautier FY 2021 Budget are hereby authorized.

IT IS FURTHER ORDERED that Fire Department pay adjustments, including merit-based adjustments, will be effective for the pay cycle payable on October 01, 2020. The merit adjustments budgeted per the Fire Union contract will be awarded based on receipt of appropriate documentation. Pay adjustments based on the Police Department Step Plan will be effective on individual employee anniversary dates.

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

Motion was made by **Councilman Anderson**, seconded by **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 September 8, 2020.

Mayor Torjusen made the motion to request and accept financial assistance from the Jackson County Board of Supervisors, as presented, in the amount of \$500,000.00 for improvements to Bacot Park. Councilwoman Martin 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 072-2020

RESOLUTION OF THE CITY COUNCIL OF GAUTIER, MISSISSIPPI, REQUESTING AND ACCEPTING FINANCIAL ASSISTANCE FROM THE JACKSON COUNTY BOARD OF SUPERVISORS IN THE AMOUNT OF \$500,000.00 FOR IMPROVEMENTS TO BACOT PARK

WHEREAS, the City of Gautier has or will submit a letter to Jackson County's Recreation department requesting financial assistance for improvements to Bacot Park; and

WHEREAS, the total estimated cost for this project is \$1,500,000.00 – \$2,500,000.000

WHEREAS, the Jackson County Board of Supervisors is authorized, in its discretion, to provide county equipment, manpower, and other services and resources to municipalities within the county pursuant to H.B. 35 (2002 reg. Sess); and

BE IT, THEREFORE, RESOLVED that the City of Gautier hereby requests and accepts financial assistance from the Jackson County Board of Supervisors in the amount of \$500,000 for improvements to Bacot Park.

BE IT, FURTHER RESOLVED that the Council authorizes the City Clerk and City Manager to execute all documents necessary for these purposes.

Motion was made by **Mayor Torjusen**, seconded by **Councilwoman Martin**, and the following vote was recorded:

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 8, 2020.

Councilman Vaughan made the motion to Recess until September 15, 2020 at 6:30 pm.
Councilwoman Martin 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 September 15, 2020.

CITY OF GAUTIER
Consent Agenda Item #6
Fact Sheet

Council Meeting:
Title:

September 15, 2020
Receive June 2020 Finance Report

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Receive June 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 June 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 September 15, 2020.

JUN 2020 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	\$4,152,514.88
MS Development Loan Katrina	Depository Account	007-000-001	
CDBG-Downtown Revitalization	Depository Account	012-000-001	
Transportation Enhancement	Depository Account	013-000-001	
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	\$107,939.84
U S Justice Equitable Sharing	Depository Account	157-000-001	\$291,901.45
Fire Protection Fund	Depository Account	160-000-001	\$139,772.40
Tidelands Grant	Depository Account	171-000-001	\$24,280.07
Library Support Fund	Depository Account	172-000-001	\$4,483.46
MSWFP Recreation Trails Grant	Depository Account	175-000-001	
Shepard State Park Fund	Depository Account	176-000-001	\$65,031.07
USDA NRCS EWP Program	Depository Account	300-000-001	\$43,916.51
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	\$460,123.37
Solid Waste Fund	Depository Account	404-000-001	\$53,385.29
EPA: Brownfields Assessment	Depository Account	409-000-001	
General Ledger Cash Balance			\$5,346,331.77
General Depository Reconciled Cash Balance			\$5,345,551.31

ENTERPRISE FUND

Fund Name		Account #	Balance
Elevated Water Tank	Enterprise Account	350-000-002	\$139,735.25
Bemis Sewer Project	Enterprise Account	351-000-002	
OST-GV Sewer Improvements	Enterprise Account	360-000-002	\$5,513.50
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Water Meter Project	Enterprise Account	422-000-002	
Hurricane Katrina (PW Bldg)	Enterprise Account	449-000-002	
General Ledger Cash Balance			\$3,855,060.35
Enterprise Reconciled Cash Balance			\$3,851,387.09

BOND & RESTRICTED FUNDS

Fund Name		Account #	Balance
7M GO Bond S2010	Bond Fund	130-000-001	\$879,212.43
W&S Bond S2018-S2019: Debt Service	Debt Service Fund	250/252-000-007	\$263,186.07
W&S Bond S2018-S2019: DS Reserve	Restricted Fund	251/253-000-003	\$726,263.96
W&S Bond S2018-S2019: Contingency	Restricted Fund	251/253-000-005	\$20,382.85
W&S Bond S2018-S2019: Depreciation	Restricted Fund	251/253-000-009	\$20,382.85
Infrastructure Imp Funds: Town Commons	Restricted Fund	304-000-004	\$491,676.67
S2019 Construction Fund MPI GO Bond	Bond Fund	Funds 304-308	\$3,350,345.94
S2019 Cash w/ Fiscal Agent (Debt Service)	Restricted Fund	305-000-014	\$116,077.20
W&S Bond S2018-S2019: Construction	Bond Fund	Funds 351-358	\$7,120,960.44
MS Dev Bank SO Bond S2013: DS Reserve	Restricted Fund	497-000-001	\$273,028.22
Customer Meter Deposit Funds	Restricted Fund	406-000-001	\$794,164.79
Total Bond & Restricted Reconciled Cash Balances			\$14,055,681.42

**JUN 2020
YEAR TO DATE TOTALS**

General Fund Totals

	BUDGET FY 2020	JUN 2020	Balance	75.00% % to date
General Fund Revenues	10,464,681.00	8,454,574.72	2,010,106.28	80.7%
Expenditures:				
001 Legislative	161,985.00	128,912.34	33,072.66	79.5%
010 City Court	339,259.00	203,307.85	135,951.15	59.9%
021 City Manager	260,609.00	184,814.46	75,794.54	70.9%
022 Human Resources	67,635.00	47,810.88	19,824.12	70.6%
040 City Clerk	223,582.00	154,399.61	69,182.39	69.0%
045 Finance	273,700.00	223,447.58	50,252.42	81.6%
060 City Attorney	130,000.00	90,284.58	39,715.42	69.4%
090 Economic Dev - Planning	385,274.00	262,976.53	122,297.47	68.2%
092 Building & General Expenses	646,600.00	477,921.04	168,678.96	73.9%
094 Grants & Project Admin	197,862.00	142,858.36	55,003.64	72.2%
100 Police	3,614,040.00	2,501,976.91	1,112,063.09	69.2%
161 Fire	2,650,678.00	1,764,713.46	885,964.54	66.5%
170 Recreation	580,676.00	406,682.82	173,993.18	70.0%
201 PW: Streets	264,000.00	98,844.56	165,155.44	37.4%
205 PW: Maintenance	232,837.00	163,512.60	69,324.40	70.2%
900 Interfund Transfers	840,143.00	407,179.58	432,963.42	48.4%
General Fund Expenditures	10,868,880.00	7,259,643.16	3,609,236.84	66.7%
<i>Total Operating Expenditures</i>	<i>9,686,042.00</i>	<i>6,632,674.17</i>	<i>3,053,367.83</i>	
<i>Total Capital Outlay Expenditures</i>	<i>235,425.00</i>	<i>167,247.52</i>	<i>68,177.48</i>	
<i>Total Debt Service</i>	<i>107,270.00</i>	<i>52,541.89</i>	<i>54,728.11</i>	
<i>Total Transfers Out</i>	<i>840,143.00</i>	<i>407,179.58</i>	<i>432,963.42</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>7,259,643.16</i>	<i>3,609,236.84</i>	
<i>Personnel</i>	<i>7,576,527.00</i>	<i>5,445,230.96</i>	<i>2,131,296.04</i>	
<i>Supplies</i>	<i>484,917.00</i>	<i>265,365.26</i>	<i>219,551.74</i>	
<i>Other Services</i>	<i>1,624,598.00</i>	<i>922,077.95</i>	<i>702,520.05</i>	
<i>Capital Outlay</i>	<i>235,425.00</i>	<i>167,247.52</i>	<i>68,177.48</i>	
<i>Debt Service</i>	<i>107,270.00</i>	<i>52,541.89</i>	<i>54,728.11</i>	
<i>Interfund Transfers for DS</i>	<i>840,143.00</i>	<i>407,179.58</i>	<i>432,963.42</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>7,259,643.16</i>	<i>3,609,236.84</i>	

JUN 2020
YEAR TO DATE TOTALS

Special Funds	BUDGET FY 2020	As of JUN 2020	Balance	75.00% % to date
007 MS Dev 2.36M Katrina Bonds				
Revenues	280,000.00	279,911.95	88.05	99.9%
Expenditures	280,394.00	280,343.75	50.25	99.9%
013 TE-Downtown Revitalization				
Revenues	40,971.45	40,971.45	0.00	100.0%
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	106,656.26	4,241,154.45	2.4%
Expenditures	5,654,281.58	535,248.17	5,119,033.41	9.4%
156 SE MS METRO TASK FORCE				
Revenues	0.00	114,705.44	(114,705.44)	
Expenditures	0.00	6,765.60	(6,765.60)	
157 US Justice Equitable Sharing				
Revenues	0.00	1,440.00	(1,440.00)	
Expenditures	152,392.00	105,546.34	46,845.66	69.2%
160 Fire Protection Fund				
Revenues	109,000.00	0.00	109,000.00	
Expenditures	185,991.43	102,753.70	83,237.73	55.2%
171 Combined Tidelands Grant				
Revenues	242,858.31	157,480.82	85,377.49	64.8%
Expenditures	210,775.39	101,117.83	109,657.56	47.9%
172 Library Support Fund				
Revenues	111,724.00	102,141.50	9,582.50	91.4%
Expenditures	111,724.00	103,004.35	8,719.65	92.1%
176 Shepard State Park				
Revenues	105,320.00	71,643.50	33,676.50	68.0%
Expenditures	145,057.00	79,535.62	65,521.38	54.8%
250 2018 W&S Bond Debt Service				
Revenues	352,000.00	199,667.15	152,332.85	56.7%
Expenditures	286,782.00	286,781.26	0.74	99.9%

JUN 2020
YEAR TO DATE TOTALS

Special Funds	BUDGET FY 2020	As of JUN 2020	Balance	75.00% % to date
251 2018 W&S Bond Debt Serv Reserve				
Revenues	15,000.00	12,857.64	2,142.36	85.7%
Expenditures	0.00	8,309.78	(8,309.78)	
252 2019 W&S Bond Debt Service				
Revenues	0.00	204,336.49	(204,336.49)	
Expenditures	0.00	0.00	0.00	
253 2019 W&S Bond Debt Serv Reserve				
Revenues	0.00	438,119.79	(438,119.79)	
300 USDA-NRCS EWP				
Revenues	176,191.78	132,973.25	43,218.53	75.4%
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	42,740.88	960,123.37	4.2%
304 Town Commons Park Project				
Revenues	794,776.74	4,331.36	790,445.38	0.5%
Expenditures	2,918,589.93	193,461.10	2,725,128.83	6.6%
305 S2019 MPI GO Bond Construction Fund				
Revenues	30,000.00	63,910.57	(33,910.57)	213.0%
Expenditures	137,403.48	145,945.61	(8,542.13)	106.2%
306 Welcome Center PII (SSP)				
Revenues	136,700.00	132,308.70	4,391.30	96.7%
Expenditures	433,425.00	469,450.09	(36,025.09)	108.3%
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	23,700.00	351,350.00	6.3%
Expenditures	570,500.00	12,600.00	557,900.00	2.2%
350 Elevated Water Tank				
Revenues	591,000.00	580,714.25	10,285.75	98.2%
Expenditures	1,216,012.00	1,065,991.00	150,021.00	87.6%
351 Bemis Sewer Project				
Revenues	290,605.00	382,383.58	(91,778.58)	131.5%
Expenditures	488,923.07	446,063.95	42,859.12	91.2%

JUN 2020
YEAR TO DATE TOTALS

Special Funds	BUDGET FY 2020	As of JUN 2020	Balance	75.0% % to date
352 2018 Bond General Construction/Admin				
Revenues	60,000.00	20,925.08	39,074.92	34.8%
Expenditures	496,854.00	0.00	496,854.00	
353 Hwy 57 Utility Line Relocation				
Revenues	1,031,008.70	188,468.40	842,540.30	18.2%
Expenditures	1,996,025.00	579,004.34	1,417,020.66	29.0%
354 Robinson Still Road Utility Extension				
Revenues	0.00	0.00	0.00	
Expenditures	565,898.00	244,999.00	320,899.00	43.2%
355 Water Supply & Treatment Plant				
Revenues	0.00	0.00	0.00	
Expenditures	499,800.00	414,986.32	84,813.68	83.0%
358 2019 Bond General Construction/Admin				
Revenues	0.00	6,027,849.58	(6,027,849.58)	
Expenditures	0.00	543,893.75	(543,893.75)	
360 OST-GV SEWER IMPROVEMENTS				
Revenues	2,327,950.00	353,886.10	1,974,063.90	15.2%
Expenditures	2,327,950.00	348,372.60	1,979,577.40	14.9%
404 Solid Waste Fund				
Revenues	1,567,440.00	1,034,847.43	532,592.57	66.0%
Expenditures	1,606,440.00	1,151,156.91	455,283.09	71.6%
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	2,019.95	3,180.05	38.8%
Expenditures	6,000.00	2,212.08	3,787.92	36.8%

**JUN 2020
YEAR TO DATE TOTALS**

Enterprise Fund (400)

	BUDGET FY 2020	JUN 2020	Balance	75.00% % to date
Utility Fund Revenues	9,001,000.00	6,830,696.65	2,170,303.35	75.8%
Administration	2,991,183.00	2,147,061.91	844,121.09	71.7%
Water & Sewer O & M	3,336,002.00	2,300,532.14	1,035,469.86	68.9%
Debt Service	1,077,284.00	798,248.61	279,035.39	74.0%
Transfers	1,316,808.00	1,013,154.00	303,654.00	76.9%
Contingencies	275,000.00	0.00	275,000.00	
Utility Fund Expenditures	8,996,277.00	6,258,996.66	2,737,280.34	69.5%
 <i>Total Operating Expenditures</i>	 6,215,185.00	 4,364,515.07	 1,850,669.93	
<i>Total Capital Outlay Expenditures</i>	112,000.00	83,078.98	28,921.02	
<i>Total Debt Service</i>	1,077,284.00	798,248.61	279,035.39	
<i>Total Interfund Transfers</i>	1,316,808.00	1,013,154.00	303,654.00	
<i>Total Contingency Expenditures</i>	275,000.00	0.00	275,000.00	
<i>Check Total</i>	8,996,277.00	6,258,996.66	2,737,280.34	
 <i>Personnel</i>	 418,444.00	 316,081.44	 102,362.56	
<i>Supplies</i>	304,000.00	149,514.96	154,485.04	
<i>Other Services</i>	5,492,741.00	3,898,918.67	1,593,822.33	
<i>Capital Outlay</i>	112,000.00	83,078.98	28,921.02	
<i>Debt Service</i>	1,077,284.00	798,248.61	279,035.39	
<i>Interfund Transfers</i>	1,316,808.00	1,013,154.00	303,654.00	
<i>Contingencies</i>	275,000.00	0.00	275,000.00	
<i>Check Total</i>	8,996,277.00	6,258,996.66	2,737,280.34	

**CITY OF GAUTIER
Consent Agenda Item #7
Fact Sheet**

Council Meeting:
Title:

**September 15, 2020
Receive July 2020 Finance Report**

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Receive July 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
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Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Vaughan	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Colledge	☐	☐	☐	☐

Action Taken:

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NAYS:

MAYOR

ATTEST:

CITY CLERK

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JUL 2020 Ending Cash Balances

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Martin Bluff Road Improvements	Depository Account	128-000-001	
SE MS METRO TASK FORCE	Depository Account	156-000-001	\$101,811.50
U S Justice Equitable Sharing	Depository Account	157-000-001	\$291,570.72
Fire Protection Fund	Depository Account	160-000-001	\$139,772.40
Tidelands Grant	Depository Account	171-000-001	\$30,420.00
Library Support Fund	Depository Account	172-000-001	\$4,309.91
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Solid Waste Fund	Depository Account	404-000-001	\$212,849.32
EPA: Brownfields Assessment	Depository Account	409-000-001	
General Ledger Cash Balance			\$4,958,615.06
General Depository Reconciled Cash Balance			\$4,957,927.60

ENTERPRISE FUND

Fund Name		Account #	Balance
Elevated Water Tank	Enterprise Account	350-000-002	\$133,235.25
Bemis Sewer Project	Enterprise Account	351-000-002	
OST-GV Sewer Improvements	Enterprise Account	360-000-002	(\$9,473.00)
Water & Sewer Utility	Enterprise Account	400-000-002	\$3,779,648.51
MDB Loan: Water Ion-X Project	Enterprise Account	421-000-002	\$47,562.52
Water Meter Project	Enterprise Account	422-000-002	
Hurricane Katrina (PW Bldg)	Enterprise Account	449-000-002	
General Ledger Cash Balance			\$3,950,973.28
Enterprise Reconciled Cash Balance			\$3,947,083.49

BOND & RESTRICTED FUNDS

Fund Name		Account #	Balance
7M GO Bond S2010	Bond Fund	130-000-001	\$1,289,293.70
W&S Bond S2018-S2019: Debt Service	Debt Service Fund	250/252-000-007	\$315,245.18
W&S Bond S2018-S2019: DS Reserve	Restricted Fund	251/253-000-003	\$722,939.58
W&S Bond S2018-S2019: Contingency	Restricted Fund	251/253-000-005	\$20,386.82
W&S Bond S2018-S2019: Depreciation	Restricted Fund	251/253-000-009	\$20,386.82
Infrastructure Imp Funds: Town Commons	Restricted Fund	304-000-004	\$491,772.45
S2019 Construction Fund MPI GO Bond	Bond Fund	Funds 304-308	\$3,253,007.81
S2019 Cash w/ Fiscal Agent (Debt Service)	Restricted Fund	305-000-014	\$116,077.20
W&S Bond S2018-S2019: Construction	Bond Fund	Funds 351-358	\$6,984,501.98
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	\$801,752.61

Total Bond & Restricted Reconciled Cash Balances \$14,287,711.34

**JUL 2020
YEAR TO DATE TOTALS**

General Fund Totals

	BUDGET FY 2020	JUL 2020	Balance	83.33% % to date
General Fund Revenues	10,464,681.00	9,083,760.96	1,380,920.04	86.8%
Expenditures:				
001 Legislative	161,985.00	141,977.36	20,007.64	87.6%
010 City Court	339,259.00	224,308.07	114,950.93	66.1%
021 City Manager	260,609.00	199,982.18	60,626.82	76.7%
022 Human Resources	67,635.00	52,412.61	15,222.39	77.4%
040 City Clerk	223,582.00	170,473.68	53,108.32	76.2%
045 Finance	273,700.00	241,327.54	32,372.46	88.1%
060 City Attorney	130,000.00	100,284.58	29,715.42	77.1%
090 Economic Dev - Planning	385,274.00	289,822.97	95,451.03	75.2%
092 Building & General Expenses	646,600.00	498,249.41	148,350.59	77.0%
094 Grants & Project Admin	197,862.00	158,964.56	38,897.44	80.3%
100 Police	3,614,040.00	2,880,746.36	733,293.64	79.7%
161 Fire	2,650,678.00	1,942,757.36	707,920.64	73.2%
170 Recreation	580,676.00	443,505.86	137,170.14	76.3%
201 PW: Streets	264,000.00	107,005.32	156,994.68	40.5%
205 PW: Maintenance	232,837.00	180,463.95	52,373.05	77.5%
900 Interfund Transfers	840,143.00	816,996.86	23,146.14	97.2%
General Fund Expenditures	10,868,880.00	8,449,278.67	2,419,601.33	77.7%
<i>Total Operating Expenditures</i>	<i>9,686,042.00</i>	<i>7,256,576.13</i>	<i>2,429,465.87</i>	
<i>Total Capital Outlay Expenditures</i>	<i>235,425.00</i>	<i>268,438.52</i>	<i>-33,013.52</i>	
<i>Total Debt Service</i>	<i>107,270.00</i>	<i>107,267.16</i>	<i>2.84</i>	
<i>Total Transfers Out</i>	<i>840,143.00</i>	<i>816,996.86</i>	<i>23,146.14</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>8,449,278.67</i>	<i>2,419,601.33</i>	
<i>Personnel</i>	<i>7,576,527.00</i>	<i>5,983,738.00</i>	<i>1,592,789.00</i>	
<i>Supplies</i>	<i>484,917.00</i>	<i>285,473.63</i>	<i>199,443.37</i>	
<i>Other Services</i>	<i>1,624,598.00</i>	<i>987,364.50</i>	<i>637,233.50</i>	
<i>Capital Outlay</i>	<i>235,425.00</i>	<i>268,438.52</i>	<i>-33,013.52</i>	
<i>Debt Service</i>	<i>107,270.00</i>	<i>107,267.16</i>	<i>2.84</i>	
<i>Interfund Transfers for DS</i>	<i>840,143.00</i>	<i>816,996.86</i>	<i>23,146.14</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>8,449,278.67</i>	<i>2,419,601.33</i>	

**JUL 2020
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2020	As of JUL 2020	Balance	83.33% % to date
007 MS Dev 2.36M Katrina Bonds				
Revenues	280,000.00	279,911.95	88.05	99.9%
Expenditures	280,394.00	280,343.75	50.25	99.9%
013 TE-Downtown Revitalization				
Revenues	40,971.45	40,971.45	0.00	100.0%
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	516,737.53	3,831,073.18	11.8%
Expenditures	5,654,281.58	535,248.17	5,119,033.41	9.4%
156 SE MS METRO TASK FORCE				
Revenues	0.00	114,705.44	(114,705.44)	
Expenditures	0.00	12,893.94	(12,893.94)	
157 US Justice Equitable Sharing				
Revenues	0.00	1,440.00	(1,440.00)	
Expenditures	152,392.00	105,877.07	46,514.93	69.4%
160 Fire Protection Fund				
Revenues	109,000.00	0.00	109,000.00	
Expenditures	185,991.43	102,753.70	83,237.73	55.2%
171 Combined Tidelands Grant				
Revenues	242,858.31	163,620.75	79,237.56	67.3%
Expenditures	210,775.39	101,117.83	109,657.56	47.9%
172 Library Support Fund				
Revenues	111,724.00	106,451.41	5,272.59	95.2%
Expenditures	111,724.00	107,487.81	4,236.19	96.2%
176 Shepard State Park				
Revenues	105,320.00	80,555.00	24,765.00	76.4%
Expenditures	145,057.00	89,672.19	55,384.81	61.8%
250 2018 W&S Bond Debt Service				
Revenues	352,000.00	217,681.56	134,318.44	61.8%
Expenditures	286,782.00	286,781.26	0.74	99.9%

JUL 2020
YEAR TO DATE TOTALS

Special Funds	BUDGET FY 2020	As of JUL 2020	Balance	83.33% % to date
251 2018 W&S Bond Debt Serv Reserve				
Revenues	15,000.00	12,921.74	2,078.26	86.1%
Expenditures	0.00	9,613.80	(9,613.80)	
252 2019 W&S Bond Debt Service				
Revenues	0.00	238,381.19	(238,381.19)	
Expenditures	0.00	0.00	0.00	
253 2019 W&S Bond Debt Serv Reserve				
Revenues	0.00	438,205.11	(438,205.11)	
Expenditures	0.00	2,161.84	(2,161.84)	
300 USDA-NRCS EWP				
Revenues	176,191.78	132,973.25	43,218.53	75.4%
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	42,740.88	960,123.37	4.2%
304 Town Commons Park Project				
Revenues	794,776.74	4,427.14	790,349.60	0.5%
Expenditures	2,918,589.93	208,706.10	2,709,883.83	7.1%
305 S2019 MPI GO Bond Construction Fund				
Revenues	30,000.00	64,555.38	(34,555.38)	215.1%
Expenditures	137,403.48	145,945.61	(8,542.13)	106.2%
306 Welcome Center PII (SSP)				
Revenues	136,700.00	132,308.70	4,391.30	96.7%
Expenditures	433,425.00	505,238.03	(71,813.03)	116.5%
307 Bacot Park Improvements				
Revenues	0.00	0.00	0.00	
Expenditures	1,687,250.00	81,500.00	1,605,750.00	4.8%
308 Boardwalk - Shepard State Park				
Revenues	375,050.00	23,700.00	351,350.00	6.3%
Expenditures	570,500.00	31,550.00	538,950.00	5.5%
350 Elevated Water Tank				
Revenues	591,000.00	580,714.25	10,285.75	98.2%
Expenditures	1,216,012.00	1,072,491.00	143,521.00	88.1%
351 Bemis Sewer Project				
Revenues	290,605.00	382,383.58	(91,778.58)	131.5%
Expenditures	488,923.07	446,063.95	42,859.12	91.2%

JUL 2020
YEAR TO DATE TOTALS

Special Funds	BUDGET FY 2020	As of JUL 2020	Balance	83.33% % to date
352 2018 Bond General Construction/Admin				
Revenues	60,000.00	21,221.99	38,778.01	35.3%
Expenditures	496,854.00	0.00	496,854.00	
353 Hwy 57 Utility Line Relocation				
Revenues	1,031,008.70	197,726.43	833,282.27	19.1%
Expenditures	1,996,025.00	668,861.75	1,327,163.25	33.5%
354 Robinson Still Road Utility Extension				
Revenues	0.00	0.00	0.00	
Expenditures	565,898.00	252,686.00	313,212.00	44.6%
355 Water Supply & Treatment Plant				
Revenues	0.00	0.00	0.00	
Expenditures	499,800.00	464,541.32	35,258.68	92.9%
358 2019 Bond General Construction/Admin				
Revenues	0.00	6,028,935.59	(6,028,935.59)	
Expenditures	0.00	543,893.75	(543,893.75)	
360 OST-GV SEWER IMPROVEMENTS				
Revenues	2,327,950.00	353,886.10	1,974,063.90	15.2%
Expenditures	2,327,950.00	363,359.10	1,964,590.90	15.6%
404 Solid Waste Fund				
Revenues	1,567,440.00	1,300,374.12	267,065.88	82.9%
Expenditures	1,606,440.00	1,257,219.57	349,220.43	78.2%
421 MSB - Water Ionization Plant				
Expenditures	56,287.52	8,725.00	47,562.52	15.5%
497 DS Fund: 2013 SO Bond				
Revenues	5,200.00	2,022.34	3,177.66	38.8%
Expenditures	6,000.00	2,895.50	3,104.50	48.2%

**JUL 2020
YEAR TO DATE TOTALS**

ENTERPRISE FUND (400)

	BUDGET FY 2020	JUL 2020	Balance	83.33% % to date
Utility Fund Revenues	9,001,000.00	7,646,490.41	1,354,509.59	84.9%
Administration	2,991,183.00	2,375,055.49	616,127.51	79.4%
Water & Sewer O & M	3,336,002.00	2,537,072.10	798,929.90	76.0%
Debt Service	1,077,284.00	841,675.72	235,608.28	78.1%
Transfers	1,316,808.00	1,065,154.00	251,654.00	80.8%
Contingencies	275,000.00	0.00	275,000.00	
Utility Fund Expenditures	8,996,277.00	6,818,957.31	2,177,319.69	75.7%
<i>Total Operating Expenditures</i>	<i>6,215,185.00</i>	<i>4,827,882.61</i>	<i>1,387,302.39</i>	
<i>Total Capital Outlay Expenditures</i>	<i>112,000.00</i>	<i>84,244.98</i>	<i>27,755.02</i>	
<i>Total Debt Service</i>	<i>1,077,284.00</i>	<i>841,675.72</i>	<i>235,608.28</i>	
<i>Total Interfund Transfers</i>	<i>1,316,808.00</i>	<i>1,065,154.00</i>	<i>251,654.00</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>6,818,957.31</i>	<i>2,177,319.69</i>	
 <i>Personnel</i>	 <i>418,444.00</i>	 <i>348,704.84</i>	 <i>69,739.16</i>	
<i>Supplies</i>	<i>304,000.00</i>	<i>160,674.63</i>	<i>143,325.37</i>	
<i>Other Services</i>	<i>5,492,741.00</i>	<i>4,318,503.14</i>	<i>1,174,237.86</i>	
<i>Capital Outlay</i>	<i>112,000.00</i>	<i>84,244.98</i>	<i>27,755.02</i>	
<i>Debt Service</i>	<i>1,077,284.00</i>	<i>841,675.72</i>	<i>235,608.28</i>	
<i>Interfund Transfers</i>	<i>1,316,808.00</i>	<i>1,065,154.00</i>	<i>251,654.00</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>6,818,957.31</i>	<i>2,177,319.69</i>	

CITY OF GAUTIER
Consent Agenda Item #8
Fact Sheet

Council Meeting:
Title:

August 18, 2020
Approval of water and sewer adjustments dated
September 2020 in the amount of \$5,805.91.

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497- 8000

Summary Explanation: Approval of water and sewer adjustments dated September 2020 in the amount of \$5,805.91.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2020

WHEREAS, the City Council has authorized the City Manager to establish payment plans and fee adjustments contingent upon Council approval; and

WHEREAS, the City Council has adopted a Comprehensive Fee Schedule that establishes such fees for the equitable provision of services;

WHEREAS, based on the reasons included on the attached documentation, the Mayor and Council hereby find that, due to unforeseen events, the respective users did not receive the benefit of the relevant utility;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the attached list of water and sewer adjustments dated September 2020 in the amount of \$5,805.91 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 September 15, 2020.

SEPTEMBER 2020 UTILITY ADJUSTMENTS							
THESE FOLLOW POLICY/ RECOMMEND APPROVAL							
ACCT #	100 WATER	400 SEWER	195 L/C	130 CAPACITY	800 TAX	TOTAL ADJ	REASON FOR ADJUSTMENT
005-07201-000		202.38	35.00			237.38	FAUCET
013-17201-000		68.17				68.17	POOL FILL
013-23701-000		135.97				135.97	POOL FILL
013-27401-002		52.97				52.97	POOL FILL
015-12501-002		61.52				61.52	POOL FILL
015-17401-002		88.43				88.43	POOL FILL
016-29001-011		45.60				45.60	POOL FILL
020-04401-000		260.11				260.11	BROKEN WATER LINE
021-12501-000		163.54				163.54	POOL FILL
050-03601-000		81.13				81.13	POOL FILL
056-05801-000		190.09				190.09	POOL FILL
074-06701-002		113.77				113.77	POOL FILL
077-01501-002		151.52				151.52	BROKEN WATER LINE
077-05201-002		192.96				192.96	POOL FILL
077-22301-000		99.34				99.34	POOL FILL
080-11501-003		62.63				62.63	POOL FILL
080-17701-001		73.80				73.80	POOL FILL
080-23001-001		100.08				100.08	POOL FILL
086-08901-000		29.60				29.60	POOL FILL
089-01901-007		110.54				110.54	BROKEN WATER LINE
089-02401-005		171.78				171.78	POOL FILL
089-07601-004		869.10				869.10	BROKEN WATER LINE
095-13601-007		119.51				119.51	BROKEN WATER LINE
101-12001-004		113.12				113.12	FAUCET
101-14601-005		326.52				326.52	FAUCET
102-17701-001		313.30				313.30	FAUCET
113-28201-001		157.80				157.80	POOL FILL
116-14501-002		329.67				329.67	POOL FILL
116-36201-002		286.03				286.03	FAUCET
116-39001-000		61.32				61.32	POOL FILL
119-15201-003		487.66				487.66	BROKEN WATER LINE
119-15901-000		101.01				101.01	BROKEN WATER LINE
139-42001-000		149.94				149.94	BROKEN WATER LINE
TOTAL	0.00	5,770.91	35.00	0.00	0.00	5,805.91	
COMPLETED							

**CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
September 15, 2020**

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES:
